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Contract Database Metadata Elements

Title: **Eden, Town of and Eden Highway Association (2008)**

Employer Name: **Eden, Town of**

Union: **Eden Highway Association**

Effective Date: **01/01/08**

Expiration Date: **12/31/10**

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**EDEN HIGHWAY ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT**

(This contract shall supercede all previous contracts
and be in effect for 2008, 2009 and 2010)

1/1/08 - 12/31/10

Effective January 1, 2008, an Agreement for Employment has been reached between the Negotiating Committee of the Eden Town Board, and the Eden Highway Association concerning employment for 2008, 2009 and 2010.

I. REGULAR WORK SCHEDULE

- A. A 40 hour work week to be determined by the Highway Superintendent
- B. Employees will be subject to calls 24 hours a day.

II. WAGE SCHEDULE

- A. The following pay schedule will be in effect:
 - 1. 2008
 - a) Summer Rate (4/16/08-10/15/08) - \$20.71
 - b) Winter Rate (1/1/08-4/15/08: 10/16/08-12/31/08) - \$21.79
 - 2. 2009
 - a) Summer Rate (4/16/09-10/15/09) - \$21.54
 - b) Winter Rate (1/1/09-4/15/09: 10/16/09-12/31/09) - \$22.66
 - 3. 2010
 - a) Summer Rate (4/16/10 -10/15/10) - \$22.40
 - b) Winter Rate (1/1/10-4/15/10: 10/16/10-12/31/10 - \$23.57

- B. New Employees
 - 1. New employees will be on probation for the first year of their employment with the Town of Eden Highway Department.
 - 2. Will start at \$1.00/Hour less at the appropriate place in the above wage schedule.
 - 3. At 6 month anniversary \$.50/Hour less at the appropriate place in the above wage schedule.
 - 4. A one year anniversary to begin at appropriate place in above schedule.

- C. Employees will not be charged time for jury duty or in-court services.

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

III. OVERTIME

- A. To be paid when hours reach the scheduled workday or 40 hour work week.
 - 1. Time and one half.
 - 2. Double time for Christmas Day.
- B. Minimum two hours pay for being called in when not directly before or after scheduled workday.
- C. An overtime equalization list will be used during the winter season.
- D. If employee refuses or cannot be reached, he will be charged the minimum number of hours the crew worked on the equal overtime list.
- E. Employees will be given 15 minutes to respond to a call-in.
- F. Full time employees will be called prior to part time employees.

IV. LONGEVITY

- A. Employees will receive longevity pay in their paycheck, deferred compensation account or combination of the two for the pay period following their anniversary date according to the following schedule:
 - 1. 2008
 - a) 5th – 9th year \$348.38
 - b) 10th – 14th year \$521.91
 - c) 15th – 19th year \$661.25
 - d) 20th – 24th year \$800.60
 - e) 25th – onward \$1000.00
 - 2. 2009
 - a) 5th – 9th year \$358.83
 - b) 10th – 14th year \$537.57
 - c) 15th – 19th year \$681.09
 - d) 20th – 24th year \$824.62
 - e) 25th – onward \$1030.00
 - 3. 2010
 - a) 5th – 9th year \$369.59
 - b) 10th – 14th year \$553.70
 - c) 15th – 19th year \$701.52
 - d) 20th – 24th year \$849.36
 - e) 25th – onward \$1060.90

- B. According to the rules of the deferred compensation plan, it will be the responsibility of each employee to notify the New York State Deferred Compensation Plan of the increase in their payroll deduction for the pay period which includes the annual longevity pay.

V. HOLIDAYS

- A. Twelve days as follow (the hours paid for holidays shall be directly related to the actual work schedule):
1. New Year's Day
 2. Martin Luther King Day – at superintendent's discretion
 3. Good Friday
 4. Memorial Day
 5. Veteran's Day
 6. July 4th
 7. Labor Day
 8. Columbus Day – at superintendent's discretion
 9. Election Day
 10. Thanksgiving Day
 11. Day after Thanksgiving
 12. Christmas Day

VI. VACATION TIME

- A. Vacation time will be earned as follows:
1. 40 Hours – Earned on first anniversary
 2. 80 Hours – Earned on second anniversary
 3. 80 Hours – Earned on third anniversary
 4. 80 Hours – Earned on fourth anniversary
 5. 80 Hours – Earned on fifth anniversary
 6. 88 Hours – Earned on sixth anniversary
 7. 96 Hours – Earned on seventh anniversary
 8. 104 Hours – Earned on eighth anniversary
 9. 112 Hours – Earned on ninth anniversary
 10. 120 Hours – Earned on tenth anniversary
 11. 128 Hours – Earned on eleventh anniversary
 12. 136 Hours – Earned on twelfth anniversary
 13. 144 Hours – Earned on thirteenth anniversary
 14. 152 Hours – Earned on fourteenth anniversary
 15. 160 Hours – Earned on fifteenth anniversary
- B. Only 40 vacation hours can be carried to the next anniversary.

- C. Vacation is to be paid at the seasonal rate during which the vacation time is taken.

VII. SICK, PERSONAL, & BEREAVEMENT TIME

- A. To begin from the date of employment as follows:

- 1. Sick Time

- a) Sick leave may be accumulated to 1240 hours.
- b) Sick leave must be earned prior to being used.
 - (1) For the first year of employment, 8 Hours will be earned every other month for a total of 48 hours.
 - (2) For the second year of employment, 8 Hours will be earned every month for the first nine months of the year for a total of 72 hours.
 - (3) For the third year and thereafter, 8 Hours will be earned every month for a total of 96 hours.
- c) An employee on sick leave shall notify the Highway Superintendent of such absence and reason on the first day of the absence within two (2) hours of the beginning of the shift. If requested by the Highway Superintendent, and/or Town Board, an employee will be required to furnish medical evidence of such sickness lasting longer than three (3) days.

- 2. Personal Time

- a) Personal time cannot be accumulated.
- b) 40 hours will be awarded on each anniversary date.
- c) For the first year of employment personal time shall be earned at the following rate:
 - (1) Eight-hours at the second month
 - (2) Eight-hours at the fourth month
 - (3) Eight-hours at the sixth month

- (4) Eight-hours at the eighth month
- (5) Eight-hours at the tenth month

d) At the time of retirement, no payment will be made to the retiring employee for unused personal time.

4. Bereavement

a) Up to a maximum of four consecutive workdays and upon giving appropriate notice such employee will be allowed to leave for the remainder of the shift without loss of pay, to start *from* the beginning of employment, *upon the death of any of the following of the employees relations:*

- (1) Spouse
- (2) Child (Step)
- (3) Parent (Step, In-Law)
- (4) Sibling (Step, In-Law)
- (5) Grandparents (Step, In-Law)
- (6) Grandchild (Step)
- (7) Blood relative living in household

b) An employee shall be given time off without loss of pay for the date of the funeral only of the employee's Aunt or Uncle.

VIII. CLOTHING ALLOWANCE

A. An annual clothing allowance beginning at the time of employment, shall be payable by voucher with attached receipts for work related items (sales tax not reimbursable).

- 1. 2008 \$325.00
- 2. 2009 \$325.00
- 3. 2010 \$325.00

IX. CELL PHONE ALLOWANCE

A. An annual cell phone allowance shall be payable by voucher after approved at the 1st regular Town Board Meeting held in December of each year. Cell phone allowance shall be prorated for new employees who have worked less than a full year.

- 1. 2008 \$100.00
- 2. 2009 \$100.00

3. 2010 \$100.00

X. PENSION PLAN

- A. Pension plan shall be that which is available from the New York State Local Employee Retirement System.

XI. DEFERRED COMPENSATION PLAN

- A. The Town will include an additional sum in the year-end payroll of *employees participating in the New York State Deferred Compensation Plan*, for the sole purpose of increasing the employee's contribution. The Town's contribution will be as follows:

- 1. 2008 \$100.00
- 2. 2009 \$ 100.00
- 3. 2010 \$100.00

- B. According to the rules of the deferred compensation plan, it will be the responsibility of each employee to notify the New York State Deferred Compensation Plan of the increase in their payroll deduction for the one time.

XII. LIFE AND HEALTH INSURANCE

- A. The Town shall provide life insurance in the amount of \$10,000 to be paid to employee's beneficiary or estate upon *death of employee*.
- B. Upon death of an employee, all accumulated time while employed shall be paid to his beneficiary.
- C. From January 1, 2008 until April 30, 2008, the Town will continue for each eligible employee the health insurance plan(s) that were in place for the year 2007 through Independent Health. As of May 1, 2008, the Town agrees to provide Independent Health iDirect 3 Series with all deductible costs of up to \$2200 (family plan) and \$1100 (single plan) being covered by the Town for 2008, 2009 and 2010 as set forth below. The Town reserves the right to offer changes in health insurance plans and/or insurance providers that are equal to or better than Independent Health Encompass B, and must be negotiated between the Eden Town Board and Eden Highway Association.

For employees hired prior to December 31, 2002, the Town will pay 95% of the cost of the premium for the above health benefits; the employee will pay 5%. For employees hired on or after January 1, 2003, the Town will

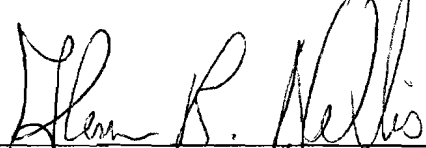
pay 80% of the cost of the premium for the above health benefits; the employee will pay 20%. An amount equal to 50% of the required monthly co-pay will be deducted twice a month from the employee's paycheck.

For each highway employee who chooses to provide the Town Supervisor with proof of health insurance coverage from another source other than the Town, a lump sum payment of \$1,000 will be made to that employee at the conclusion of each year's coverage. Proof of other health insurance must be presented at the beginning of each 12-month coverage period. The lump sum may be taken as taxable income the year it is earned, or placed in the employee's deferred compensation account, or a combination of the two.

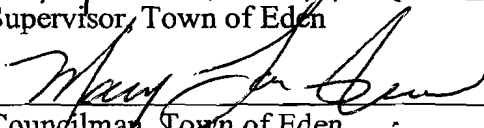
- D. Each employee retiring from the Highway Department may elect to continue medical insurance through the Town of Eden at their own expense using the following procedures:
1. Notice must be given to the Town 30 days before retirement that the retiring employee wishes to continue his medical insurance through the Town.
 2. Medical insurance payments will be made quarterly in a one (1) year period by January 15th, April 15th, July 15th and October 15th.
 3. The first payment may be prorated if the retirement date does not fall within the quarterly schedule.
 4. The retiree must give the Town 30 days notice of cancellation of medical insurance.
 5. The Town may cancel medical insurance if quarterly payments are over 30 days late.
 6. Once a retiree cancels their medical insurance, that retiree may not re-join the plan.
 7. This provision is also available to the spouse of a retired highway employee upon the death of such employee. This agreement ceases upon the remarriage of the spouse.
- E. Any change in medical benefits (active) to town employees must be extended to highway employees.

XIII. RETIREMENT

- A. Employee must supply Highway Superintendent with a 30-day notice before retirement date.
- B. Accumulative Sick Time at Retirement: Notwithstanding any other provision of law, an employee shall be entitled to be paid, in cash, at the time of retirement for the monetary value of the unused sick time standing for a maximum of One Hundred Forty-five (145) days. (1,160 Hours) Accumulative sick time will be calculated at the average of the current summer and winter rates.
- C. Accumulative Vacation Time at Retirement: An employee shall be entitled to be paid, in cash, at the time of retirement, the monetary value of the unused vacation time standing to his credit at the time of retirement; to be calculated at the average of the current summer and winter rates.



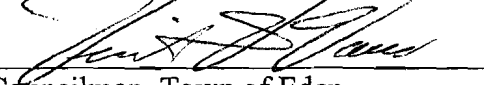
Supervisor, Town of Eden



Councilman, Town of Eden



Councilman, Town of Eden



Councilman, Town of Eden



Councilman, Town of Eden



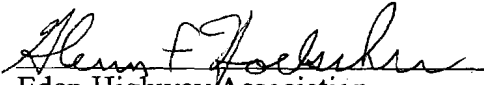
Eden Highway Superintendent



Eden Highway Association



Eden Highway Association



Eden Highway Association