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BC/8900

AGREEMENT
BETWEEN
TOWN OF WEBB
AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME, AFL-CIO
TOWN OF WEBB UNIT
LOCAL 822



JANUARY 1, 2004 – DECEMBER 31, 2006

RECEIVED

MAY 25 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE 1
RECOGNITION AND SCOPE

THIS AGREEMENT entered into this 1st day of January 2004, by and between the TOWN OF WEBB (hereinafter referred to as the "Employer") and C.S.E.A. Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "Union"), in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, and in further consideration of the Union recognition confirming the policy that it will not assert any right to strike against the Employer, nor assist in, participate in, or recognize any such strike by the employees, nor impose any obligations on said employee to conduct, assist or participate in any strike, or recognition of any strike by other unions, and it is

AGREED that the following contract embodies the labor relations and conditions of work and employment between the parties for the period commencing on the 1st day of January, 2004 and running through the 31th day of December, 2006 inclusive, for the promotion and benefit of the Employer, employees, and the public, and the furtherance of the public policy and the conditions of labor, management, and benefits to the taxpayers.

The Town shall deduct from the wages of the employees, and remit to CSEA, Inc. 143 Washington Ave., Albany, New York 12210, regular membership dues for those employees who signed authorizations permitting such payroll deductions.

**ARTICLE 2
EXCLUSIVITY**

The Employer recognized the Union as the exclusive representative of its Department of Public Works in work classifications covered by this Agreement for the purpose of collective bargaining, with respect to the employees hereinafter defined. Employees are defined in accordance with the recognition of the unit as agreed upon between the parties at the time of the election, which unit is described as follows:

All regularly scheduled blue collar employees in the following job titles:
Assistant Wastewater Treatment Plant Operator, Mechanic, Heavy Equipment Operator,
Laborer, Motor Equipment Operator and Ski Lift Attendant. Regular Part-time employee, K.
Baird is included in unit. (see side letter)

Excluded Titles: All seasonal and casual employees.

**ARTICLE 3
SAVINGS AND SEPARABILITY CLAUSE**

If any Article of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties here to shall enter into immediate collective negotiations, upon the request of the Union, for such Article or Section during the period of invalidity or restraint.

**ARTICLE 4
MANAGEMENT RIGHTS**

The right to hire, promote, discharge, or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of management. In addition, the schedule of operations, the methods, process and means of operation are solely and exclusively the responsibility of management.

4(a): MUTUAL INTEREST

The Union, employee members and the Employer, shall agree that they will at all times further the interest of the employer as fully as it be in their power to do so.

ARTICLE 5 ARBITRATION AND GRIEVANCE PROCEDURE

5.1 In the event that any difference or dispute should arise between the Employer and the Union, or its members employed by the Employer, over the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately in the following manner:

- a) Between the aggrieved employee (with or without the Steward) and the immediate supervisor. A written statement of the difference or dispute must be filed with the immediate supervisor within forty-eight (48) hours of the incident giving rise to complaint. If no satisfactory agreement is reached within five (5) working days, then the Town Supervisor will meet with the aggrieved employee (with or without the Steward) and render his decision within ten (10) workdays.
- b) If the dispute is not settled within seven (7) working days of the receipt of the Town Supervisor's answer the Union may submit the grievance to final and binding arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the authority to determine whether an issue is arbitrable, however, the arbitrator shall have no power to amend, modify or delete any provision of this agreement.

Expenses for an arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 6 RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

6.1: The parties agree to conduct a meeting for the purpose of collective bargaining during the period of sixty (60) days prior to the vote on the annual budget for the purposes of attempting to mutually agree upon amendments to this Agreement.

6.2: In the event of an impasse, the parties agree to submit the unresolved issues to the Public Employment Relations Board for mediation and/or fact finding.

**ARTICLE 7
HOLIDAYS**

Employees shall receive the following paid holidays: (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5) Thanksgiving Day, (6) Christmas Day, (7) Veterans Day, (8) Columbus Day and (9) Day After Thanksgiving.

A paid holiday shall be equal to eight (8) hours and shall not be considered as time worked for overtime purposes.

**ARTICLE 8
VACATIONS**

All employees completing the following years of employment shall be eligible for the corresponding vacation time:

Less than one (1) year	1 week
One (1) through seven (7) years	2 weeks
Eight (8) through fourteen (14) years	3 weeks
Fifteen (15) + years	4 weeks

Vacation days shall be equal to eight (8) hours and shall not count as time worked for overtime purposes.

Vacation may be taken in one (1) day increments.

If a Holiday falls during an employee's vacation, the employee shall have the option of another day off or be paid.

Granting or denial of all requested vacation time is at the sole discretion of the Department Head. In emergency situations, the employer may revoke any previously approved vacation time off.

**ARTICLE 9
SICK LEAVE**

All full time employees with less than one (1) year of employment shall be entitled to six (6) days of sick leave per year. All full time employees with more than one (1) year of employment shall be entitled to twelve (12) days of sick leave per year.

Employees may be required to furnish a doctor's excuse after an absence of three (3) or more consecutive days or a total of seven (7) days during a twelve (12) consecutive month period.

One day of sick leave will be equal to eight (8) hours and not considered as time worked for overtime purposes.

Sick-time may be taken in 1/2 day increments.

Employees may accumulate Sick Leave based on following schedule.

100 days effective ----- 1/1/2004
110 days effective----- 1/1/2005
120 days effective----- 1/1/2006

**ARTICLE 10
WORKDAY, WORKWEEK, OVERTIME**

The workweek for all employees in the Highway and D.P.W. department except Assistant Plant Operator will be forty-eight (48) hours per week, consisting of five (5) consecutive days, Monday through Friday, ten (10) hours per day, Monday through Thursday and eight (8) hours on Friday.

In all other departments the employee's workweek will be at the discretion of the Supervisor.

Overtime will be paid for all hours worked in excess of forty (40) hours.

**ARTICLE 11
BEREAVEMENT LEAVE**

Bereavement Leave for death in the family will be granted as follows: Three (3) full days with pay will be granted for death in the immediate family. Immediate family to be described as father, mother, brother, sister, grandparents, grandchild, spouse, children, mother-in-law, father-in-law, daughter-in-law, son-in-law or any other relative living in the employee's household.

**ARTICLE 12
HEALTH AND HOSPITAL**

The Town agrees to provide the current health insurance coverage until a mutually agreed date at which time the Town may change plans to Blue Cross/Blue Shield of Utica-Watertown, referred to as Blue Preferred PPO Option I. All employees, regardless of date of hire shall contribute towards the agreed health plan as follows:

- Individual - \$300 per year; Two-Person - \$578 per year; Family - \$788 per year.

**ARTICLE 13
RETIREMENT**

The Employer will continue to enroll all employees in Section 75-i of the New York State Retirement System.

An employee who has completed at least fifteen (15) years of continuous service and who retires directly into or under the New York State Employees' Retirement System and who is eligible to receive a pension there from, shall receive a compensation of \$10.00 per day earned but unused sick leave. The required minimum period of service set forth above shall be waived in the event the employee is granted and receives a New York State Employees' Retirement Accidental Disability Retirement.

**ARTICLE 14
ANNUAL PHYSICAL**

The Town shall provide each employee an annual physical at no cost to the employee including the costs of any and all scans, tests and blood work requested by the physician and determined to be related to job performance. The Town shall only reimburse, to the employee the out of pocket expenses not covered by the health insurance plan.

**ARTICLE 15
EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the Laws of the State of New York.

**ARTICLE 16
LEGISLATIVE ACTION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 17
WAGES**

Effective 1/1/2004, all employees will receive a 3.5% salary increase.

Effective 1/1/2005, all employees will receive a 3% salary increase.

Effective 1/1/2006, all employees will receive a 3% salary increase.

NOTE: The Mechanic wage rate shall be increased one (1) dollar per hour plus the negotiated raise effective January 1, 2004.

**ARTICLE 18
TOOLS**

The Town will replace any tool broken during the performance of Town related work.

**ARTICLE 19
DISCIPLINARY ACTION**

Disciplinary action shall be conducted pursuant to Civil Service Law.

**ARTICLE 20
DRUG TESTING**

All employees will be subject to drug and alcohol testing in the manner prescribed under the provisions of the Federal Highway Administration (FHWA) rules.

**ARTICLE 21
SENIORITY**

In making promotions, transfers, demotions and layoffs within each department, the Town shall consider ability, attendance, initiative and qualifications of the employee. If all these factors are equal, seniority shall be the prevailing factor.

**ARTICLE 22
CALL IN**

When an employee, after leaving his/her place of work, is called in and reports for work other than during his/her regular scheduled work time, such employee shall be guaranteed a minimum of two hours' work or a minimum of two hours' compensation.

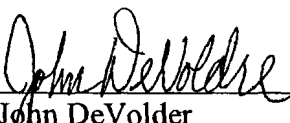
**ARTICLE 23
DURATION AND REOPENING OF AGREEMENT**

This Agreement shall continue in full force and effect from January 1, 2004 and expire on December 31, 2006.

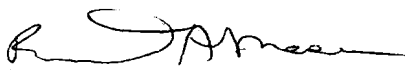
No Article, Section or Subsection shall be retroactive and only those items specifically incorporated in this agreement shall be binding on the Employer or its agents.

CSEA LOCAL 1000 AFSCME

TOWN OF WEBB



John DeVolder
Unit President

 2/4/04

Robert A. Moore
Town Supervisor

 2/4/04

Richard Britton
C.S.E.A.
Labor Relations Specialist

APPENDIX A
DISABILITY INSURANCE

CSEA Local 1000 AFSCME, AFL-CIO, agrees and consents to the Town of Webb providing disability insurance to all of its full-time employees. The present cost to the employee for such insurance will be sixty cents (\$.60) per week, which will be deducted as a payroll deduction.

Signed: CSEA, President, Casey Crofut
CSEA Labor Relations Specialist, Ercole R. Ventura

**APPENDIX B
SIDE LETTER**

Leave benefits for part-time employees K. Baird and W.King

The following leave benefits will be granted to the above employees:

Vacation

If the employee works at least twenty (20) days per month they will earn one-half (1/2) vacation day per month up to a maximum of five (5).

Sick Leave

If the employee works at least twenty (20) days per month they will earn one-half (1/2) sick day per month.

Holidays

If the employee is working the full week when a holiday occurs they will be paid for the holiday that falls in that week.

If both the employees listed above separate from the Town work force, this side letter expires.