



**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Dannemora, Town of and Town of Dannemora Highway Department Unit 6461, CSEA, Local 1000, AFSCME, AFL-CIO, Clinton County Local 810 (2004)**

Employer Name: **Dannemora, Town of**

Union: **Town of Dannemora Highway Department Unit 6461, CSEA, AFSCME, AFL-CIO**

Local: **1000, Clinton County 810**

Effective Date: **01/01/04**

Expiration Date: **12/31/06**

PERB ID Number: **7329**

Unit Size: **6**

Number of Pages: **10**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC/7329

COPY

**Contract**

between

Civil Service Employees Association, Inc.  
Local 1000 AFSCME, AFL-CIO  
Town of Dannemora Highway Department CSEA Unit 6461  
of  
Clinton County Municipal & School District  
Employees Local 810

and

The Town of Dannemora

January 1, 2004 to December 31, 2006

**RECEIVED**

JUN 22 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

6

Table of Contents

ARTICLE I – PREAMBLE.....	1
ARTICLE II – RECOGNITION.....	1
ARTICLE III – WORKWEEK.....	2
ARTICLE IV – VACATION.....	3
ARTICLE V – SICK LEAVE.....	3
ARTICLE VI – RETIREMENT .....	3
ARTICLE VII – HEALTH INSURANCE .....	4
ARTICLE VIII – HOLIDAYS .....	4
ARTICLE IX – SALARIES.....	5
ARTICLE X – INCREMENTS.....	5
ARTICLE XI – PERSONAL LEAVE .....	6
ARTICLE XIII – AGENCY SHOP .....	6
ARTICLE XIII – GRIEVANCE PROCEDURE.....	6
ARTICLE XIV – SENIORITY .....	6
ARTICLE XV – LEAVE OF ABSENCE .....	7
ARTICLE XVI – PERMANENT EMPLOYMENT.....	7
ARTICLE XVII – OUTER WEAR.....	7
SIGNATURE PAGE .....	8

## ARTICLE I – PREAMBLE

The Town of Dannemora, hereinafter referred to as the “Town,” and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Town of Dannemora Highway Department Unit 6461 of Clinton County Municipal & School District Local 810, hereinafter referred to as the “Association,” declare it to be their mutual policy that in order to promote harmonious labor relations between the Town and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employees’ Fair Employment Act and that no other article or section in the contract shall be in violation of any New York State Civil Service Law. Both parties to this agreement furthermore affirm that public employment is to be regarded as a lifelong career and that as such, the terms and conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the Town of Dannemora the best personnel available. We furthermore affirm that each Town of Dannemora Highway Department employee shall at all times be a dedicated, courteous and efficient representative of public employment, realizing full well that he is under the constant scrutiny of the public at large and that he is performing an essential service that private enterprise cannot undertake.

## ARTICLE II – RECOGNITION

### Section 1

The Town recognizes CSEA Local 1000 AFSCME, AFL-CIO as the sole and exclusive representative for all employees of the Town of Dannemora Highway Department.

### Section 2

The Town shall deduct from the wages of employees and remit to CSEA, Inc. regular membership dues and CSEA insurance deductions for those employees who signed authorizations permitting such payroll deductions.

### Section 3

The Town agrees that CSEA, Inc., Local 1000 AFSCME, AFL-CIO shall be the sole and exclusive representative for all employees for the purpose of collective bargaining and grievances from the first day of January 2004 until the thirty-first day of December 2006.

### Section 4

CSEA, Inc., Local 1000 AFSCME, AFL-CIO affirms that it does not assert rights to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

## ARTICLE III – WORKWEEK

### Section 1

The workweek for the Town of Dannemora Highway Department employees is Monday through Thursday from April 2 until the first snowfall. Employees shall work four ten (10) hour shifts that will start at 6:00 a.m. and will end at 4:00 p.m.

From the first snowfall until April 1<sup>st</sup> the workweek for the Town of Dannemora Highway Department employees is Monday through Friday. Employees shall work five eight (8) hour days starting at 5:00 a.m. and ending at 1 p.m.

All full time employees are guaranteed a forty (40) hour workweek. The workday shall be eight (8) hours per day including a paid lunch period. All employees are required to call in at least one-half hour before shift has begun in those cases where they are going to be absent from work except in cases of emergency or cases where it is not possible to call. Failure to adhere to this procedure may result in loss of pay for the workday in question.

### Section 2. Overtime

All hours over forty (40) in a week will be paid at the rate of one and one-half times the regular salary. No employees' workweek will be altered to eliminate payment of overtime. Overtime work will be offered to full time, permanent employees on a seniority basis first before part-time employees are used.

### Section 3

All leave time taken will be credited as time worked in computing overtime except personal leave.

### Section 4 – Call-In Pay

If an employee is called in to work after his regular shift he will receive a minimum of four (4) hours pay at the rate of one and one-half times his regular rate of pay. If an employee is called in twice during the same four hour period that will count as one (1) call-in and he will be paid only four hours call-in at time and one-half. Should the call-in come just prior to the beginning of an employee's shift then the call-in pay will stop at the point where the employee's normal shift would start.

## ARTICLE IV – VACATION

- One (1) week after one (1) year of employment
- Two (2) weeks after two (2) years of employment
- Three (3) weeks after seven (7) years of employment
- Four (4) weeks after twelve (12) years of employment
- Five (5) weeks after twenty-five (25) years of employment

Vacation benefits will begin to accumulate upon the date of employment. All employees are required to give two months prior notice to the Highway Superintendent as to their vacation request. Vacation requests shall be approved on the basis of seniority. Vacation benefits must be taken within the Town's fiscal year except in those cases where an employee requested to take his vacation during the fiscal year and his request has been denied. In those cases the vacation will be carried over to the next fiscal year.

## ARTICLE V – SICK LEAVE

Employees of the Town of Dannemora Highway Department will receive four (4) hours sick leave per pay period, accumulative to 160 days. All employees who are off work and on sick leave for more than two (2) consecutive days shall be required to provide the Highway Superintendent with a doctor's statement upon return to work.

Three days of sick leave may be used for each death in the immediate family. Family shall include spouse, daughter, son, mother, father, brother, sister, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law. In the event any employee does not have any sick leave the Town Board may grant paid bereavement leave up to three (3) days per death in the immediate family.

## ARTICLE VI – RETIREMENT

Effective January 1, 1981 the Town will provide a non-contributory retirement plan known as Section 75-i for all members of the bargaining unit who are eligible to enroll in the plan.

The Town shall adopt Section 41-j of the Retirement Law for all permanent employees which shall apply all unused sick leave as additional service credits upon retirement up to a maximum of 165 days.

## ARTICLE VII – HEALTH INSURANCE

### Section 1

The Town agrees to pay 100% of the cost for Community Blue, HMO and Traditional Blue POS 200 Series for the following employees:

William Byrd  
Alvin Canning  
Norman Charland  
Richard Dashnaw  
Floyd Guerin  
Larry Minckler

### Section 2

For new employees the Town agrees to pay 80% of the cost of Community Blue, HMO and Traditional Blue POS 200 Series.

### Section 3

The Town may change health insurance carriers, however, the benefits must be equal to or better than the benefits provided by Community Blue, HMO and Traditional Blue POS 200 Series.

### Section 4

The Town shall continue to pay 100% of the premiums of the CSEA Employee Benefit Fund's **Horizon Dental** and **Gold 12 Vision Care Plans** for both employees and their dependents (family coverage).

## ARTICLE VIII – HOLIDAYS

Twelve paid holidays per year as follows:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Good Friday  
Memorial Day  
4<sup>th</sup> of July

Labor Day  
Columbus Day  
Veteran's Day  
Election Day  
Thanksgiving Day  
Christmas Day

*\* Replaces previous given page \**

If an employee is required to work on a holiday he shall be paid the holiday pay plus one and one-half (1.5) times the normal rate of pay for hours worked on that day. In order to be eligible for a paid holiday an employee must work the workday before and after a holiday, unless illness is supported by a doctor's note or said employee is on approved leave.

## ARTICLE IX – SALARIES

On January 1, 2004 all employees will receive a three percent (3%) base rate increase as follows:

M.E.O. IV	\$14.56 per hour
M.E.O. III	14.56 per hour
M.E.O. II	14.10 per hour
M.E.O. I	14.10 per hour
Laborer	13.48 per hour
Mechanic	14.34 per hour
Part-time Employee	12.18 per hour

On January 1, 2005 all employees will receive a three percent (3%) base rate increase as follows:

M.E.O. IV	\$15.00 per hour
M.E.O. III	15.00 per hour
M.E.O. II	14.52 per hour
M.E.O. I	14.52 per hour
Laborer	13.89 per hour
Mechanic	14.77 per hour
Part-time Employee	12.55 per hour

On January 1, 2006 all employees will receive a three percent (3%) base rate increase as follows:

M.E.O. IV	\$15.45 per hour
M.E.O. III	15.45 per hour
M.E.O. II	14.96 per hour
M.E.O. I	14.96 per hour
Laborer	14.30 per hour
Mechanic	15.21 per hour
Part-time Employee	12.93 per hour

## ARTICLE X – INCREMENTS

Three years of service	\$.10 per hour
Five years of service	an additional 10¢ per hour
Eight years of service	an additional 15¢ per hour
Ten years of service	an additional 15¢ per hour
Thirteen years of service	an additional 15¢ per hour



## ARTICLE XI – PERSONAL LEAVE

Three (3) days after one year of service, and five (5) days after three years of service, non-accumulative.

Employees will give a twenty-four (24) hour notice before using personal leave except in cases of emergency.

## ARTICLE XIII – AGENCY SHOP

The Town Board agrees to deduct from the wages of all full time Town Highway Department employees who are non-members a fee each pay period equal to the normal CSEA dues and said fees will be remitted to CSEA Headquarters, 143 Washington Avenue, Albany, New York 12210, as is done in the case of members.

## ARTICLE XIII – GRIEVANCE PROCEDURE

Any employee of the Highway Department who claims to have a grievance shall present the grievance in writing to the Highway Superintendent within 30 days after the grievant becomes aware of it. The Highway Superintendent shall render a written decision to the grievance within 10 days after he receives it.

If the grievant is not satisfied with the decision, or the Highway Superintendent fails to respond within 10 days after receipt of the grievance, the grievant(s) can refer this matter to the Town Board who shall render a decision in writing within 15 days after the receipt of the grievance. If the Board fails to respond, or the grievant is not satisfied with the decision, then the grievance may be referred to the American Arbitration Association for a final and binding decision on both parties.

The arbitration fees shall be borne equally by the parties. The grievant shall be entitled to be represented by CSEA at all stages of the grievance if he so desires.

## ARTICLE XIV – SENIORITY

(Layoffs, Promotions)

In the event that the Town of Dannemora finds it necessary to have layoffs, all temporary and part-time employees shall be laid off first, then any additional layoffs shall be accomplished by laying off the least senior employees in that order.

### Promotion

Seniority shall be the deciding factor, all other factors being equal, in selecting candidates for promotion.

## ARTICLE XV – LEAVE OF ABSENCE

### Occupational Injury or Illness

Any employee who is injured on the job or is unable to work because of illness, after exhausting his sick leave credits, shall be allowed leave without pay from his position for a period of up to six months. Such leave may be extended for a longer period upon application by the employee for an extension of his leave.

Upon expiration of the maximum period of allowed leave, the appointing authority, if in doubt as to whether the employee is physically fit to perform his duties, may require the employee to undergo a medical exam before he is reinstated. If reinstatement is denied the employee may make application in accordance with Section 71 of the Civil Service Law.

## ARTICLE XVI – PERMANENT EMPLOYMENT

Any employee who works for the Dannemora Town Highway Department must be employed for a period of at least six (6) full months before they are considered a permanent employee of the Town.

## ARTICLE XVII – OUTER WEAR

The Town agrees to provide each employee in the bargaining unit \$200.00 (two hundred dollars) in January each year for outer garments which does not exclude clothing or shoes to be worn on the job at all times.

SIGNATURE PAGE

For Civil Service Employees Association, Inc.

For the Town of Dannemora

Larry Minckler

Larry Minckler, CSEA Unit President

Date: 10/8/2004

Shirley Durnin

Shirley Durnin, Town Supervisor

Date: 12/20/04

Kenneth L. Lushia

Kenneth L. Lushia, CSEA Labor Relations  
Specialist

Date: October 7, 2004