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Title: Dannemora, Town of and Dannemora Highway Department Unit #6461, CSEA, AFSCME, AFL-CIO, Clinton County Municipal & School District Employees Local 810 (2007)

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Union: Dannemora Highway Department Unit #6461, CSEA, AFSCME, AFL-CIO

Local: Clinton County Municipal & School District Employees Local 810, 1000

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AGREEMENT

by and between the

TOWN OF DANNEMORA

and

CSEA, Local 1000 AFSCME,
AFL-CIO

Since 1910

CSEA
New York's LEADING Union

Town of Dannemora Highway Department Unit #6461
Clinton County Municipal & School District Employees Local 810

January 1, 2007 - December 31, 2010
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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 Employees 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 further 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 of 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 2007 until the thirty-first day of December 2010.

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 111 – WORKWEEK

Section 1

The workweek for the Town of Dannemora Highway Department employees is Monday through Thursday from April 2 until the first snowfall. (The Highway Superintendent may elect up to two occasions of overtime call out at the start of winter hours before the parties will consider “first snowfall” to have been reached under the definition of this agreement.) 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 (as defined above) until April 1st 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 pay per pay period, accumulative to 180 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, father-in-law, mother-in-law, 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 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 Excellus Blue Cross Blue Shield Blue EPO Balance Option 11 as is currently in effect for the following employees:

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

Effective January 1, 2008, the Town agrees to pay 85% of the cost of the health insurance benefit coverage for the employees listed above and the employees shall contribute 15% of the premium cost of said health insurance benefits. The Employer shall provide for such employee contribution for the health insurance benefits coverage, as selected by the employee, to be made on a pre-tax basis through authorized payroll deduction in accordance with law.

Section 2

For new employees (hired subsequent to January 1, 2008) the Town agrees to pay 80% of the cost of the premium cost of Excellus Blue Cross Blue Shield Blue EPO Balance Option 11 as is currently in effect. Employees shall contribute 20% of the cost of the health insurance benefits coverage. The Employer shall provide for such employee contribution for the health insurance benefits coverage, as selected by the employee, to be made on a pre-tax basis through authorized payroll deduction in accordance with law.

Upon retirement, employees hired after January 1, 2008 may continue to receive health insurance coverage for themselves and/or dependents only if they assume the total cost of such insurance coverage.

Section 3

The Town may change health insurance carriers and/or plans, however, the benefits must be equal to or better than the benefits provided by Excellus Blue Cross Blue Shield Blue EPO Balance Option 11 as is currently in effect.

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 at the composite rate for both employees and their dependents (family coverage).
ARTICLE VII – HEALTH INSURANCE - continued

Section 5
The Town will continue to provide health insurance benefits into retirement upon the employee’s satisfaction of the eligibility requirements listed as follows:

(1) The employee must be eligible for health insurance benefits in active employment with the Town under the current collective bargaining agreement at the time of retirement; and
(2) The employee must be eligible for a retirement benefit with the NYS retirement system;
(3) The employee must be at least 55 years of age upon retirement as well as meeting all other conditions set forth for years of service.

Upon an employee’s satisfying the eligibility requirements above, the Town shall continue to provide health insurance in retirement with the sharing of premium costs as follows:

(A-F below apply only to the Town’s obligations with regard to health insurance coverage for employees and the right of each employee to continue individual coverage upon retirement. If the employee, at the time of retirement, is covered by 2-person or family coverage, the employee may continue this coverage by paying one-half of the difference of the extra cost to the Town of providing 2-person or family coverage instead of individual coverage, according to the schedule below.)

A. If the employee has twenty (20) years – twenty-five (25) years of continuous service with the Town at the effective date of retirement:

- For the period during which the employee is age 55 – 59, the Employer shall pay 65% of premium cost and the Employee shall pay 35% of premium cost.

- For the period during which the employee is age 60 – 64, the Employer shall pay 70% of premium cost and the Employee shall pay 30% of premium cost.

- For the period during which the employee is age 65 or older, the Employer shall pay 80% of premium cost and the Employee shall pay 20% of premium cost.

B. If the employee has twenty-six (26) years – twenty-nine (29) years of continuous service with the Town at the effective date of retirement:

- For the period during which the employee is age 55 – 59, the Employer shall pay 70% of premium cost and the Employee shall pay 30% of premium cost.

- For the period during which the employee is age 60 – 64, the Employer shall pay 80% of premium cost and the Employee shall pay 20% of premium cost.
ARTICLE VII – HEALTH INSURANCE, Section 5 – continued

- For the period during which the employee is age 65 or older, the Employer shall pay 85% of premium cost and the Employee shall pay 15% of premium cost.

C. If the employee has thirty (30) years or more of continuous service with the Town at the effective date of retirement:

- The Employer shall pay 90% of premium cost and the Employee shall pay 10% of premium cost.

D. If an employee has Town health insurance benefits coverage in retirement, he/she will be required to participate in Medicare Part B as his/her primary coverage upon the employee’s eligibility for such coverage. Upon such requirement, the Employer will provide the employee reimbursement for Medicare Part B premiums paid for his/her participation in Medicare Part B. Additionally, for employees who are required to participate in Medicare Part B as his/her primary coverage by the Employer, the Employer will elect to provide him/her a Medicare supplemental plan as the employee’s health insurance benefit in retirement so long as such plan coverage when coupled with the employee’s required Medicare Plan B coverage provides the employee a benefit equal to or better than the health plan provided by the Employer for active employees.

E. An employee who receives health insurance benefits coverage in retirement from the Employer shall have the opportunity for his/her spouse to continue participation at his/her own cost upon the employee’s death. If an employee’s death occurs in service prior to retirement his/her spouse shall have the opportunity to continue his/her participation at his/her own cost upon the death of the employee.

F. The Town agrees to pay a health insurance in retirement incentive to any employee who qualifies for health insurance in retirement and agrees not to enroll by providing the Town a written waiver of such contractual benefit. For employees who qualify for the benefit with thirty (30) or more years of service at the time of retirement and provide the Town such a written waiver, such employee shall receive a lump sum payment of $15,000 from the Employer. For employees who qualify for the benefit with less than thirty (30) years of service at the time of retirement and provide such a waiver, such employee shall receive a lump sum payment of $10,000 from the Employer. Such incentive payments to employees shall be subject to normal withholding and taxes.
ARTICLE VII – HEALTH INSURANCE – continued

Section 6 – Health Insurance Buy-Out

The Town agrees to pay a health insurance incentive to any employee who agrees not to enroll in the Town’s health insurance plan by showing proof of alternative health insurance coverage. The Town shall make payment on July 1st of an amount equal to the (3) months of full premium cost for a 2-person plan. Employees will be permitted to re-enroll in the plan on an annual basis if desired and in the event the employee loses alternative coverage i.e. a qualifying event. If the employee re-enters the plan as required by law, such a buy-out shall be prorated for the time the employee did not participate in the plan.

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
- 4th of July
- Labor Day
- Columbus Day
- Veteran’s Day
- Election Day
- Thanksgiving Day
- Christmas Day

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 the holiday, unless illness is supported by a doctor’s note or said employee is on approved leave.

ARTICLE IX – SALARIES

Effective January 1, 2007 all employees will receive a general wage increase to base rate of $.50 per hour as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>New Rate</th>
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<tbody>
<tr>
<td>M.E.O. IV</td>
<td>$15.95 per hour</td>
</tr>
<tr>
<td>M.E.O. III</td>
<td>$15.95 per hour</td>
</tr>
<tr>
<td>M.E.O. II</td>
<td>$15.46 per hour</td>
</tr>
<tr>
<td>M.E.O. I</td>
<td>$15.46 per hour</td>
</tr>
<tr>
<td>Laborer</td>
<td>$14.80 per hour</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$15.71 per hour</td>
</tr>
<tr>
<td>Part-time Employee</td>
<td>$13.43 per hour</td>
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</table>
ARTICLE IX - SALARIES - continued

Effective January 1, 2008 all employees will receive a general wage increase to base rate of $.60 per hour as follows:

- M.E.O. IV $16.55 per hour
- M.E.O. III $16.55 per hour
- M.E.O. II $16.06 per hour
- M.E.O. I $16.06 per hour
- Laborer $15.50 per hour
- Mechanic $16.31 per hour
- Part-time Employee $14.03 per hour

Effective January 1, 2009 all employees will receive a general wage increase to base rate of $.55 per hour as follows:

- M.E.O. IV $17.10 per hour
- M.E.O. III $17.10 per hour
- M.E.O. II $16.61 per hour
- M.E.O. I $16.61 per hour
- Laborer $15.95 per hour
- Mechanic $16.86 per hour
- Part-time Employee $14.58 per hour

Effective January 1, 2010 all employees will receive a general wage increase to base rate of $.60 per hour as follows:

- M.E.O. IV $17.70 per hour
- M.E.O. III $17.70 per hour
- M.E.O. II $17.21 per hour
- M.E.O. I $17.21 per hour
- Laborer $16.55 per hour
- Mechanic $17.46 per hour
- Part-time Employee $15.18 per hour

ARTICLE X - INCREMENTS

- Three years of service $.10 per hour
- Five years of service an additional 10 cents per hour
- Eight years of service an additional 15 cents per hour
- Ten years of service an additional 15 cents per hour
- Thirteen years of service an additional 15 cents 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 XII – 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 both 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.
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 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 HUNDERED DOLLARS) IN January each year for outer garments which does not exclude clothing or shoes to be worn on the job at all times.
This contract shall take full force and effect upon ratification by both parties.

For the Town of Dannemora:

Barbara Douglas  
Town Supervisor  
Date: 2/27/08

For Civil Service Employees Association, Inc.  
Local 1000 AFSCME, AFL-CIO  
Town of Dannemora Highway Department Unit #6461 of Clinton County Local 810

Richard Dashnaw  
CSEA Unit President  
Date: 2/25/08

Emy L. Pombrio  
CSEA Labor Relations Specialist  
Date: February 26, 2008