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#### **Contract Database Metadata Elements**

Title: **Dannemora, Town of and Dannemora Highway Department Unit 6461, CSEA, Local 1000, AFSCME, AFL-CIO, Clinton County Local 810 (1996)**

Employer Name: **Dannemora, Town of**

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

Local: **1000, Clinton County 810**

Effective Date: **01/01/96**

Expiration Date: **12/31/99**

PERB ID Number: **7329**

Unit Size: **4**

Number of Pages: **10**

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Dannemora, Town Of And Csea  
Local 6461 (Dannemora Highway  
Dept)

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27540

TO  
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Contract

between

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

and

The Town of Dannemora

January 1, 1996 to December 31, 1999

(4)

TABLE OF CONTENTS

ARTICLE	I	PREAMBLE .....	Page 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 .....	6
ARTICLE	XI	PERSONAL LEAVE .....	6
ARTICLE	XII	AGENCY SHOP .....	6
ARTICLE	XIII	GRIEVANCE PROCEDURE .....	6
ARTICLE	XIV	SENIORITY (Layoffs, Promotions).....	7
ARTICLE	XV	LEAVE OF ABSENCE .....	7
ARTICLE	XVI	PERMANENT EMPLOYMENT .....	7
ARTICLE	XVII	SHOES .....	7
SIGNATURE PAGE			

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 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 1996 until the thirty-first day of December 1999.

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 Friday.

January 1 until April 1	5:00 a.m. to 1:00 p.m.
April 2 until November 15	7:00 a.m. to 3:00 p.m.
November 16 until April 1	5:00 a.m. to 1:00 p.m.

Summer Hours: Employees shall work four (4) 10-hour days, 6:00 a.m. to 4:00 p.m., Monday through Thursday from June 1st to September 30th. Summer hours shall be subject to town board approval at the end of each month during the summer period.

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

The Town agrees to continue the current hospitalization plan, Blue Shield of Northeastern New York, Secure Blue Extra, and pay 100% of hospitalization benefits for the employees of the Town of Dannemora Highway Department and their dependents. All other insurance benefits now being paid by the Town of Dannemora for the employees shall continue to be paid by the Town.

Dental, Drug and Vision Care Plans

On January 1, the Town shall adopt and pay 100% of the premiums of the CSEA Employee Benefit Fund's Dental, Drug and 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	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
4th of July	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 a holiday, unless illness is supported by a doctor's note or said employee is on approved leave.

ARTICLE IX  
SALARIES

On January 1, 1996 all employees will receive a \$.45 per hour increase on their hourly rate of pay as follows:

M.E.O.A.	\$10.79 per hour
M.E.O.B.	10.34 per hour
Laborer	9.74 per hour
Mechanic	10.57 per hour
Part-time employee	8.48 per hour

On January 1, 1997 all employees will receive a \$.45 per hour increase on their hourly rate of pay as follows:

M.E.O.A.	\$11.24 per hour
M.E.O.B.	10.79 per hour
Laborer	10.19 per hour
Mechanic	11.02 per hour
Part-time employee	8.93 per hour

On January 1, 1998 all employees will receive a \$.45 per hour increase on their hourly rate of pay as follows:

M.E.O.A.	\$11.69 per hour
M.E.O.B.	11.24 per hour
Laborer	10.64 per hour
Mechanic	11.47 per hour
Part-time employee	9.38 per hour

On January 1, 1999 all employees will receive a \$.45 per hour increase on their hourly rate of pay as follows:

M.E.O.A.	\$12.14 per hour
M.E.O.B.	11.69 per hour
Laborer	11.09 per hour
Mechanic	11.92 per hour
Part-time employee	9.83 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  
SHOES

The Town agrees to provide each employee in the unit with a \$100.00 (one hundred dollar) shoe allowance in January each year solely for the purpose of purchasing hard toe safety shoes to be worn on the job at all times.

SIGNATURE PAGE

For Civil Service  
Employees Association, Inc.

Larry Minckler  
Larry Minckler, CSEA Unit  
President

10/31/95  
Date

For the Town of Dannemora

Wilmer A. Barber  
Wilmer A. Barber, Supervisor  
Town of Dannemora

Nov 1-95  
Date

Charles H. Scott  
Charles H. Scott, CSEA Labor  
Relations Specialist

10/30/95  
Date