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Title: **Canajoharie, Town of and Town of Canajoharie Highway Department Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Montgomery County Local 829 (1997)**

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

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Canajoharie, Town Of And Csea
Local 829 (Highway Department Unit)

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A G R E E M E N T

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

AUG 13 1997

EXECUTIVE DIRECTOR

BY AND BETWEEN THE

TOWN OF CANAJOHARIE

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

FOR THE

TOWN OF CANAJOHARIE UNIT

OF THE

MONTGOMERY COUNTY LOCAL #829

JANUARY 1, 1997 - DECEMBER 31, 2000

5

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THE FOLLOWING BENEFITS HAVE BEEN APPROVED:

THE TOWN OF CANAJOHARIE AND THE HIGHWAY EMPLOYEES OF THE TOWN OF CANAJOHARIE

AGREEMENT made this 31 day of December, 1996 by and between THE TOWN OF CANAJOHARIE, a municipal corporation of the State of New York, with offices in the Town Hall, Canajoharie, Montgomery County, New York, hereinafter referred to as the "EMPLOYER", and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO, FOR THE CANAJOHARIE UNIT, OF THE MONTGOMERY COUNTY LOCAL #829, a membership corporation, duly incorporated under the laws of the State of New York, with offices located in Ames, New York, hereinafter referred to as the "CSEA".

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationships between them in accordance with the policy expressed in the Public Employees' Fair Employment Act, Article XIV of the Civil Service Law, Sections 200-212, and

NOW, THEREFORE, in consideration of the premises, it is mutually agreed between the parties hereto as follows:

ARTICLE I / RECOGNITION, UNCHALLENGED REPRESENTATION,
NO-STRIKE PROVISION

Section 1. The Employer agrees that the CSEA shall be the sole and exclusive representative for all employees described in Article II for the purposes of collective bargaining and grievances.

Section 2. The period of unchallenged representation status for the CSEA shall be until the next succeeding budget submission date and thereafter for an additional period of 24 months, which period shall commence 120 days prior to each such next succeeding budget submission date.

Section 3. CSEA affirms that it does not assert the right to strike against the Employer and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II / COLLECTIVE BARGAINING UNIT

Section 1. It is understood hereby that the employees represented by the CSEA for the purpose of this Agreement are all employees of the Employer, except those classes of employees specifically excluded by such law. Seasonal and temporary employees are excluded from the bargaining unit.

ARTICLE III / CSEA SECURITY AND CHECK-OFF

Section 1. The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorizations permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for employees in this Unit.

Section 2. The Employer, within 30 days after the ratification of this contract, will furnish CSEA a complete list of names, home addresses, work locations and position titles of all employees in the negotiating unit covered by the contract, and will, within 30 days after the end of each pay period, furnish the CSEA with a list of names, home addresses, work locations and position titles of newly hired, reinstated and transferred employees, as well as a list of employees who terminated employment in the negotiating unit.

ARTICLE IV / RIGHTS OF CSEA

Section 1. The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs, to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including, but not limited to grievances and appeal procedure in the Agreement, and to pursue any matter of issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

ARTICLE V / RIGHTS OF THE EMPLOYER

Section 1. Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers and functions to direct employees, to hire, promote, suspend and to take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of the Employer, pursuant to existing programs, unless altered by this Agreement.

Section 2. Under the terms of this Agreement and pursuant to the Public Employees' Fair Employment Act, the Employer shall negotiate in good faith with the CSEA in the determination of salaries and terms and conditions of employment and to enter into a written agreement with the CSEA.

Section 3. The employer retains the right to hire temporary employees to fill vacancies for bargaining unit on a leave of absence for any reason. Said temporary employees shall be paid at the starting wage rate unless the employee had prior service with the Town, who will be paid at the highest rate of pay prior to leaving service with the Town. Temporary employees will remain until such time as the bargaining unit member returns to work or separates from service.

ARTICLE VI / RIGHTS OF EMPLOYEES

Section 1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.

Section 2. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisal from the Employer or its agents.

Section 3. An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceedings, with the exception that CSEA MUST be permitted entrance to all such proceedings and must be informed immediately of any decision surrounding the case.

Section 4. Job Security

In the event of proposed discipline or discharge of any employee, the Highway Superintendent, the employee affected, and CSEA shall meet with the Town Board to review and resolve the issue.

ARTICLE VII / WAGES

Section 1(a). Effective January 1, 1995, everyone classified Machine Operator with following pay scale:

1995 - \$9.20 - \$11.25/hour
1996 - \$9.55 - \$11.60/hour

ARTICLE VII / WAGES (CONTINUED)

<u>NAME</u>	<u>WAGE</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
S. Schaffer	\$ 9.88	\$10.35	\$10.66	\$10.98
J. Klock	10.60	10.95	11.28	11.62
D. Hodge	11.15	11.45	11.79	12.14
J. Homkey	9.50	9.50	9.79	10.08
T. Dygert	9.55	9.95	10.25	10.56

Section 1(b). The above schedule represents an increase for 1997 effective February 1, 1997. Effective January 1, 1998, a three (3%) percent raise; and, January 1, 1999, a three (3%) percent raise.

Section 1(c). Starting pay for new employees for the term of the contract will be \$8.50 per hour.

Probation period of ninety (90) days. Employee must have a physical examination to be paid by the town, before full time employment. Employee picks up all benefits once off probationary period, including joining CSEA Union. Once probation period ends, employee receives a \$1.00/hr. raise. New employee stays at that rate until 12 months, anniversary date, then employee goes to bottom of pay scale at that time.

Section 2. All new employees must have a clean CDL License.

Section 3. Clothing Allowance

Effective January 1, 1989, the Employer agrees to furnish seven (7) sets of shirts and pants and two (2) seasonal jackets to each member of this bargaining unit on a weekly basis. The cost of cleaning and maintenance of this benefit shall be borne by the Employer.

ARTICLE VIII / WORKDAY & WORKWEEK

The normal work schedule shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday, except when on a summer schedule, which is ten (10) hours a day, Monday through Thursday, dates to be decided by Highway Superintendent.

ARTICLE IX / PREMIUM PAY

Section 1. Employees shall be paid at the rate of time and one-half for all hours worked over eight (8) hours per day or forty (40) hours per week, except summer schedule then anything over ten (10) hours a day.

ARTICLE X / HOLIDAYS WITH PAY

Section 1. The following days shall be designated as holidays:

New Year's Day	Election Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	1/2 Day Before Christmas
Independence Day	Christmas Day
Labor Day	*1/2 Day Floating Holiday
Columbus Day	*(scheduled with approval
Veteran's Day	of Highway Superintendent)

Martin Luther King Birthday (Floater to be taken between April 1st and November 1st). (Effective January 1, 1987).

Employees Birthday (Effective January 1, 1988).

Section 2. Should any holiday fall on Sunday, said holiday shall be observed on a Monday. Should any holiday fall on a Saturday, the preceding Friday or the following Monday shall be observed as the holiday at the discretion of the Superintendent. In the event that an employee is working ten (10) hours per day previous to his vacation, holidays or sick leave, then ten (10) hours will be used as his base pay.

ARTICLE XI / VACATION WITH PAY

Section 1. All employees shall be entitled to the following vacation with pay, dates to be okayed by Highway Superintendent:

After 1 year	=	40 hours
After 2 years	=	70 hours
After 3 years	=	75 hours
After 4 years	=	75 hours
After 5 years	=	80 hours

6 years and over = 1 day per year
accumulated to a maximum of 200 hours.

Effective January 1, 1983, employees may carry over up to 16 hours of vacation to the following year.

ARTICLE XII / SICK LEAVE

Section 1. The sick leave policy effective January 1, 1974 shall be as follows: Employees shall earn eight (8) hours sick leave per month accumulating to 154 days.

Section 2. The Employer may require the employee to provide a doctor's medical certificate after one (1) day of illness.

Section 3. Employees must notify the Employer of any use of sick leave credits prior to the start of the regular work time.

Section 4. In the event that the employee is receiving Workers' Compensation Benefits, the employees' sick leave credits shall be used to make up the difference between the amount of compensation received and the employee's total regular wages.

ARTICLE XIII / CSEA BUSINESS

Section 1. The Employer shall grant exclusively to CSEA officers, delegates and members and/or their designated representative time off, including travel time, without loss of pay or accumulated leave credits, to carry out their responsibilities to the appropriate employees in regard to matters relating to salaries, terms and conditions of employment, solicitation of new members and for any and all business relative to Employer/Employee relations. Permission shall be granted by the appropriate supervisor or department head to the above individual(s) for such activities, but shall not be limited to such activities.

ARTICLE XIII/ CSEA BUSINESS (CONTINUED)

Section 2. When requested by an employee, the CSEA officer or his designated representative may assist in the presentation of an alleged or actual grievance, with a reasonable amount of time off during working hours to be granted to the CSEA representative per Section 1 of this Article.

Section 3. If an employee elects to present his own grievance without the assistance of CSEA, a representative of CSEA shall be granted time off per Section 1 of this Article to attend whatever meetings may be held to decide the issue.

Section 4. The Employer shall grant the CSEA officers and delegates and/or their designated representatives a reasonable amount of time off per Section 1 of this Article to attend conferences, delegate meetings, education workshops and other official functions of the Local, Unit, Regional or Statewide functions of the CSEA. In conjunction with this Section, employees so designated shall be allowed a reasonable travel time to and from meeting locations.

ARTICLE XIV / RETIREMENT PLAN

Section 1. Effective January 1, 1973, the Employer shall provide the New York State Non-Contributory "25 Year Career" Plan (75g) coverage to all employees.

For employees hired prior to July 1, 1973, minimum retirement age is 55. When a member retires, allowance including annuity purchased by members age 60 plan contributions on earnings before April 1, 1960, if any, will be 1/2 of FAS for the 25 years of service plus 1/60th of FAS for each year of service over twenty-five (25). (With less than 25 years service, the 1/60th per year allowance would apply).

For employees hired after July 1, 1973, normal retirement age is 62. When a member retires with 25 or more years of service, the basic retirement allowance including annuity purchased by the member's age 60 plan contributions on earnings before April 1, 1960, if any, will be 1/2 of FAS for the 25 years of service plus 1/60th of FAS for each year of service over 25. (With less than 25 years of service, the 1/60th per year allowance would apply).

Section 2. Effective January 1, 1975, the Employer shall provide employees coverage under Section 41j of the Retirement Law. This applies to the application of unused sick leave as additional service credit upon retirement.

ARTICLE XV / HOSPITALIZATION INSURANCE

Section 1. The Employer shall continue to provide for employees and their dependents hospitalization and major medical insurance coverage under the Blue Cross - Blue Shield New Comprehensive Plan, and shall contribute 100% of the premium cost of their dependent coverage. *OK*

EQUAL TOO, BY MUTUAL AGREEMENT

Section 2. Upon retirement of the employee, any employee hired after August 17, 1994 will continue to provide until eligible for Medicare. Effective January 1, 1997, for employees on Medicare, the town will pay for supplemental insurance for the retired employee, but not the dependents or spouse. After retirement of an employee, a spouse may continue coverage under the Town's program at their own expense. Employees hired before August 17, 1994 upon retirement, ARTICLE XV, Section 1, will continue in effect for the lifetime of the retiree and dependents.

ARTICLE XVI / DISABILITY INSURANCE

Section 1. Effective January 1, 1974, the Employer shall make available employee coverage for New York State Disability Insurance. Premium is paid by Employer.

ARTICLE XVII / GRIEVANCE PROCEDURE

Section 1. Any disciplinary action or dispute arising concerning the interpretation, application of the terms of this Agreement, or the rights claimed to exist thereunder, shall be subject of a grievance and shall be processed in accordance with the following procedure. In the instance of disciplinary action under the OTETA drug testing program set forth in Appendix A attached to this agreement and made a part hereof, the employee must proceed directly under Section 5 of the Grievance Procedure.

Section 2. Within five (5) working days of the occurrence of an alleged grievance, an employee or employees may personally, or through his or her shop steward and the employee(s) concerned, present the grievance to the Superintendent of Highways.

Section 3. In the event such grievance is not resolved within five (5) working days from such presentation, it shall then be presented in writing by the employee or the CSEA to the Town Supervisor.

Section 4. In the event that such grievance is then not disposed of, either party, no later than twenty (20) working days after presentation under Section 3, may a hearing before the Town Board. The Town Board's decision shall be rendered within ten (10) working days of the hearing and such decision shall be limited to the terms and conditions of the Agreement as written and shall have no power to modify, amend, add to or subtract from the Agreement.

ARTICLE XVII / GRIEVANCE PROCEDURE (CONTINUED)

Section 5. In the event CSEA, Inc., is not satisfied with the Section 4 decision, an arbitrator shall be selected by the parties through the Rules and Regulations of the State Public Employment Relations Board, the cost of which shall be equally divided between the parties. CSEA, Inc., must notify the employer within ten (10) working days of the intent to proceed to arbitration.

Any employee disciplined under the provisions of Appendix A shall serve a written request for arbitration to the Town Clerk by certified mail or personal service within five (5) calendar days after receipt by the employee of said Notice of Discipline. If the employee fails to serve the request within such time, the discipline or penalty will be put into effect.

ARTICLE XVIII / CALL-BACK GUARANTEE

Section 1. Employees recalled to work after leaving the job shall receive a minimum of 2 3/4 hours premium pay.

Section 2. Workers are to be called in for overtime on seniority basis, providing said employee is capable of performing the duties required.

ARTICLE XIX / NO DISCRIMINATION

Section 1. The Employer and the CSEA realize they have a responsibility to promote and provide equal opportunity for employment and, as such, it shall be the positive and continuing policy of the Employer and the CSEA to assure an equal opportunity in employment regardless of race, color, religion, sex, national origin or marital status.

ARTICLE XX / PAST PRACTICES

Section 1. All existing rules, regulations, practices, benefits and working conditions previously granted and allowed by the Employer not modified by this Agreement shall remain in full force and effect during the life of this Agreement.

ARTICLE XXI / SAVINGS CLAUSE

Section 1. If any Article or part thereof of this Agreement, or any addition thereto should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be rescinded by a court of law, the remaining Articles of the Agreement, or any addition thereto, shall not be affected.

ARTICLE XXI / SAVINGS CLAUSE (CONTINUED)

Section 2. If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XXII / LEGISLATIVE ACTION

Section 1: Notice as provided by Section 204-A of the Civil Service Law as amended:

"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 PROPER LEGISLATIVE BODY HAS GIVEN APPROVAL".

ARTICLE XXIII / DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 1997 and shall continue in full force and effect through December 31, 2000. Contract talks for 2000 shall commence not later than June 1999.

IN WITNESS THEREOF, the parties have executed this document by their duly authorized representative this 19 day of June 1997.

FOR THE CSEA, INC., LOCAL 1000
AFSCME, AFL-CIO, TOWN OF
CANAJOHARIE UNIT OF THE MONTGOMERY
COUNTY LOCAL #829

FOR THE TOWN OF CANAJOHARIE

Robert L. McMahon 6/19/97
Robert McMahon, Town Supervisor

Francis Avery
Francis Avery

Ivan A. Barnes
Ivan Barnes

Theron Enright
Theron Enright

John Toomey, Jr.
John Toomey, Jr.

John Klock
John Klock, Unit President

Linda P. Sage
Linda P. Sage
Labor Relations Specialist

APPENDIX A

OTETA - DISCIPLINARY ACTION

POSITIVE DRUG TEST

The Town has adopted the Montgomery County OTETA Drug and Alcohol Testing Policy. The Town has modified to provide the following procedure of disciplining an employee following a positive drug test.

FIRST OFFENSE:

Any employee who tests positive for drugs as prescribed by the Montgomery County OTETA policy will be immediately suspended from work. During the suspension period, an employee will be allowed to use their contract benefit time; i.e., vacation and sick leave accruals. The employee will be required to attend an Employee Assistance Program (EAP) as prescribed by the Substance Abuse Professional (SAP) and to sign a release of information to the designated Town management personnel. After the first counseling session, the Town will contact the SAP to determine a date when the employee should be able to return to work; i.e., test negative for drug use.

On the date the SAP provides to the Town, the employee who tests negative will immediately return to work. If the employee tests positive for drug use, management will immediately suspend the employee and seek termination under Article XVIII - Grievance Procedure, Section 5.

An employee who is suspended from work will see no loss of contractual benefits up to the date the SAP deems the employee should pass a drug test. If the employee fails on the SAP determined date, benefits will cease and the employee will be served with a Notice of Discipline seeking termination of services. An employee may appeal said charges through Article XVIII - Grievance Procedure, Section 5.

SECOND DRUG OFFENSE

Any employee who tests positive for drugs according to the Montgomery County OTETA Policy will be immediately suspended and served with a Notice of Discipline seeking termination of services. An employee may appeal said charges through Article XVIII - Grievance Procedure, Section 5.