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WC/8102

AGREEMENT

between the

TOWN OF CAMILLUS

and the

CAMILLUS CLERICAL WORKERS ASSOCIATION

JANUARY 1, 1998 THROUGH DECEMBER 31, 2001

RECEIVED

SEP 06 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I - RECOGNITION

The Town of Camillus, hereafter referred to as the "Town" recognizes the Camillus Clerical Workers Association hereafter referred to as the "Association", as the exclusive bargaining agent for all employees in the bargaining unit for the purpose of collective negotiations and the administration of grievances arising thereunder, for the maximum time permitted by law.

ARTICLE II - BARGAINING UNIT

It is agreed for the purpose of this Agreement, that the terms "employee" and "employees" shall include all titles in the Town of Camillus, as certified by the Public Employment Relations Board, Case Number. The Town of Camillus further agrees to include any newly created titles into the bargaining unit which appear to have a community of interest with titles now represented by the Association. In the event of a disagreement between the parties on a title, then either party may submit the issue to the Public Employment Relations Board for resolution.

ARTICLE III - ASSOCIATION SECURITY**1. DUES**

Should the Association, in the future, elect to have a payroll deduction for dues and/or insurance premiums the Town shall deduct from the wages of each employee and remit to the Association, regular membership dues and/or any insurance premiums for those employees who have signed authorization

permitting such payroll deductions and/or any insurance programs sponsored by the Association.

The Town further agrees that the Association shall be entitled to have dues deductions made from the wages of employees of the bargaining unit, who are not members of the Association, an amount equivalent to the dues levied by the Association, and remit to the Association monthly.

The Association hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

2. DISCRIMINATION

Membership in the Association shall be voluntary, and the Town agrees that there shall be no discrimination, interference, restraint, or coercion by the Town, or any of its agents, against any employee because of his/her membership in the Association, or because of lawful activities on behalf of the Association and its fellow members.

3. ASSOCIATION BUSINESS

The Association may designate one (1) delegate who will be given a leave of absence with pay for up to a total of three (3) days in each contract year to attend conventions or meeting of the Association, if such days are regularly scheduled work days of the designated delegate.

4. BULLETIN BOARDS

The Town agrees to provide bulletin boards in its various buildings for the posting of notices by the Association.

5. INSURANCE PROGRAM

The Association shall have the right to designate a representative of the Association to visit the employees covered under this Agreement, to discuss any Health and Accident Insurance Program or Life Insurance Program available to the Employees, provided the appropriate supervisor is assured that no inordinate interruption of work will be caused by such meeting.

6. FIELD REPRESENTATIVE

The Association Field Representative, should one be designated, may, for the purposes of administering this Agreement, meet with employees on the job, provided the appropriate supervisor is assured that no inordinate interruption of work will be caused by such meeting.

7. MEETINGS

The Employer agrees to provide a facility for use by the Association for meetings, so long as such meetings do not interfere with the operation of the administration. Such facilities are to be designated by the Town, and will be based upon the type of Association meeting to be conducted and the availability of the facility.

ARTICLE IV - MANAGEMENT RIGHTS

Except as otherwise specifically provided for in this Agreement, the Town shall have the customary and usual rights, powers, and functions to direct the employees and to take whatever actions are necessary to carry out the mission of the Town, pursuant to existing practices and laws, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE V - TRANSPORTATION

Whenever an employee is required by the Town to use his/her personal car for Town business, the employee shall be reimbursed at the current rate established by the IRS. (1998 rate-\$.325 per mile).

ARTICLE VI - HEALTH & SAFETY

The Town shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. The Town furthermore agrees to provide reasonable and practicable protective devices and equipment necessary to protect the employees from sickness and injury and provide proper computer equipment and any safety equipment in the operation of computers to avoid any injury. Such equipment shall include lenses (eyeglass lenses or contact lenses). Effective January 1st, 1998, the town will make available to all unit members, reimbursement in full for the cost of the lenses.

Reimbursement in full will be in effect on an annual basis until termination of agreement.

ARTICLE VII - HEALTH INSURANCE

1. The Town agrees to provide the following Health Insurance Plan options with Prescription drug coverage for all employees and their families from January 1st, 1998 through December 31st, 2001.

Blue Cross-Blue Shield Region Wide Option 4 Health Insurance Plan-(this plan includes a prescription drug plan)

Healthguard Blue -

North Med-

The current cost of the above referenced Plans are as follows:

- a. Blue Cross-Blue Shield Region Wide Option 4 Plan (with Prescription Drug Plan included):

1998 Cost

Individual-\$151.43

Married-No Dependents-\$318.19

Family-\$482.43

- b. Healthguard Blue -

Individual-\$149.10

Married-No Dependents-\$298.39

Family-\$429.52

c. North Med - Individual-\$150.86
Married-No Dependents-\$343.93
Family-\$415.17

Commencing January 1st, 1998, and ending December 31, 1998, Town will reimburse all members who are paying a \$10 co-pay per visit \$10 each visit for 10 visits per year regardless of which insurance plan the member is enrolled in.

Payment for Health Insurance:

The Association agrees to pay 5% contribution toward the cost of the premium. The 5% contribution is in effect January 1st, 1998 through December 31st, 2001.

MEMORANDUM OF AGREEMENT

Memorandum of Agreement from the Town to this Unit that all non-bargaining unit employees of the Town of Camillus other than exempt employees and employees affected by third party decisions, will be required to pay in on health insurance at the lowest rate being paid by any bargaining unit, that requirement to remain in effect for the life of the contract. If the Town does not put this into effect then this unit does not have to pay until those non-bargaining unit employees are so required, but then at the rate agreed on per the above time frame.

2. The Town will not initiate less health insurance coverage (change) than that in effect on January 1, 1998, during the period January 1, 1998 through December 31, 2001, but if any of the subject insurance companies change their policy offerings, the bargaining unit member bears the cost of the change. If any changes are to take place the Town agrees to give the unit as much notice as possible, of each change.

3. The Town of Camillus shall pay one hundred percent (100%) of the individual's Health Insurance in Retirement and fifty percent (50%) of the dependent(s)'s Health Insurance in Retirement.

4. If an employee of the Town of Camillus shall be injured on the job, the Town shall carry his/her Health Insurance for six (6) months, minimum, at no cost to the employee. The six-month period shall commence on the date of the accident.

5. If any employee of the Town of Camillus shall be granted a leave of absence by the Town of Camillus, he/she may be allowed to participate in the Town's Health Insurance program for up to one (1) year. All costs shall be borne by the employee. This participation is contingent upon the approval of the Health Insurance Carrier.

6. If any person employed by the Town of Camillus is offered a better Health and Prescription Plan, the members of this Association will have the option of selecting this plan with the same co-pay agreement as stated in of Article VII.

7. Any member of this unit enrolled in any of the Town's health insurance plan options and who elects to opt out of the Plan shall receive a reimbursement according to the following:

a. An employee who has individual-only coverage and elects to opt out of any town health insurance plan shall be paid at the rate of \$50.00 per month.

b. A member of this Unit who has family coverage and elects to opt out of the town's health insurance plan shall be paid at the rate of \$100.00 per month.

If a member opts out and then re-enrolls, the member must remain in that plan for at least one year before being eligible for reimbursement again. Upon re-enrollment into the Plan, the employee will cease receiving the reimbursement outlined in a and b above.

ARTICLE VIII-JURY DUTY-

Any employee required to serve on jury duty shall be excused from work with pay for all days of required jury service, less any compensation received from jury duty service. Expense allowances received in connection with jury service shall not be

construed as compensation.

ARTICLE IX-WORKMEN'S COMPENSATION AND DBL

All employees shall be covered by the New York State Workmen's Compensation Law at the expense of the Town of Camillus. All employees shall be covered by the New York State Disability Insurance at the expense of the Town of Camillus. Employees do not have to use sick leave benefits before being eligible for disability benefits coverage.

ARTICLE X - SICK LEAVE

All full-time members of the bargaining unit shall receive 12 sick days annually and shall be permitted to accumulate those days up to and including 225 days. The difference between 165 and 225 days, which is 60 days, shall be monetarily reimbursed to the member of this unit at the rate of 20% of 60 days or 12 days upon retirement. This monetary reimbursement shall be calculated at the hourly rate upon unit member's retirement.

The above agreement shall be effective for all members of the Association. The terms of agreement are approved providing that all employees other than exempt employees and those employees affected by third party negotiations are participants.

The employee must provide medical verification for sick leave in

excess of three (3) consecutive days.

All part-time members of the bargaining unit shall receive pro-rated sick leave per month and shall be permitted to accumulate those days up to and including 225 days.

Sick time may be used for personal or family illness.

ARTICLE XI - BEREAVEMENT LEAVE

In the event of death of one of the following members of an employee's family: parents, including foster or stepparents; grandparents; grandparents-in-law; mother-in-law; father-in-law; spouse; children; brother or sister of employee or spouse, the employee shall be granted time off with pay for three (3) days. One (1) day shall be given for other near relatives.

ARTICLE XII - PERSONAL DAYS

Each employee shall be entitled to take up to three (3) paid personal days each calendar year. Personal days unused as of December 31st of each year will be lost.

ARTICLE XIII - HOLIDAYS

Each employee covered by this Agreement shall be entitled to the following paid holidays per year:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Election Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

Floater (designated by Town Supervisor)

When a holiday falls on a Saturday, the preceding Friday shall be observed and if the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Each employee who works on a holiday shall receive his/her holiday pay, plus time and one-half (1 1/2) the straight time hourly rate for all hours worked.

ARTICLE XIV - VACATION

After an employee has completed one year of service with the Town, he/she shall be entitled to two (2) weeks vacation. This vacation shall be taken between the employee's anniversary date and January 1st of the next year. On January 1st of that year the employee shall be entitled to two (2) weeks vacation to be taken within that calendar year and each calendar year thereafter until the end of the calendar year in which the employee completes his fourth (4th) year of employment. On the date the employee commences his/her fifth (5th) year of employment with the Town the employee shall be entitled to one (1) additional week of vacation to be taken between that anniversary date and January 1st of the next year. On January 1st of that year the employee shall be entitled to three (3) weeks vacation to be taken in that calendar year and each calendar year thereafter until the end of the calendar year in which the employee completes his/her ninth (9th) year of employment.

On the date the employee commences his/her tenth (10th) year of employment with the Town, the employee shall be entitled to one (1) additional week of vacation to be taken between that anniversary date and January 1st of the next year. On January 1st of that year the employee shall be entitled to four (4) weeks vacation to be taken in that calendar year, and each calendar year thereafter until the end of the calendar year in which the employee completes his/her fifteenth year of employment.

On the date the employee commences his/her sixteenth year of employment with the Town the employee shall be entitled to one (1) additional week of vacation to be taken between that anniversary date and January 1st of the next year. On January 1st of that year the employee shall be entitled to five (5) weeks of vacation to be taken in that calendar year and each calendar year thereafter until the employee completes twenty four years of employment. On the date the employee commences his/her twenty-fifth year of employment the employee shall be entitled to six (6) weeks of vacation.

If an employee's anniversary date (date of hire) is such that he/she is unable to take the vacation as set forth above, then he/she shall be allowed to carry that vacation over into the next calendar year.

2. At termination of employment, the employee shall be paid for all unused vacation that the employee is owed. This unused vacation time shall include any vacation time earned according to the terms of this Agreement. The unused vacation time shall not include time earned in the year of retirement unless this time is unable to be taken and approved by the department head as well as the Town Board.

4. If a paid holiday is observed during the employee's vacation period, an additional day of vacation shall be granted.

5. Part-time employees' vacations: Part-time employees shall be eligible for the same number of weeks of vacation as full time employees except that the number of days of vacation in their week shall be computed as follows: the number of days worked in the prior year divided by fifty two (52) weeks shall serve as the basis for the number of days of vacation earned on a weekly basis.

ARTICLE XV - HOURS OF WORK AND OVERTIME

1. The regular work day and work week for the various departments shall be as follows: Monday through Friday, 7 hours a day, 35 hour a week. The time of starting and ending of each day will be up to the Department Head with the approval of the Town Board.

2. All employees shall be entitled to a one (1) hour lunch period.

3. All employees shall receive work breaks as follows:

A.M. 15 minute break, P.M. 15 minute break

4. Any employee who works in excess of eight (8) hours per day or in excess of forty (40) hours per week, shall be compensated at the rate of one and one-half (1 1/2) times their hourly rate for all hours worked. All leave time paid shall be counted as time worked for computing overtime. Any employee who works over twelve hours in a day shall be entitled to a meal allowance of six (\$6)

ARTICLE XVI - GRIEVANCE & ARBITRATION PROCEDURE

Any employee, except employees with less than six (6) months of employment, shall have the right to challenge the existence of good and sufficient cause of discharge or discipline by filing a grievance at Step 2 and proceeding to Step 3, if necessary, with Association approval.

Step 1. Any employee who believes he/she has a justifiable grievance shall discuss the matter with his Department Head, with or without an Association Representative present, in an

attempt to settle the same within five (5) working days after the grievance occurs. Within five (5) working days after the oral presentation of the problem to him/her, the Department Head shall communicate on a written basis, his/her decision to the employee and the Association Representative, if any.

Step 2. If the employee is not satisfied with the decision of the Department Head, he/she and/or the Association Representative may within five (5) working days thereafter, request a review and determination of the grievance by the Town Supervisor or his/her authorized designee. The grievance shall be in writing and contain statements relating to the nature of the grievance. Within five (5) working days after reviewing the request for a Step 2 Hearing, the Town Supervisor shall convene a meeting with the aggrieved employee and the Association Representatives. Thereafter, the Town Supervisor shall answer in writing within five (5) working days after the meeting, his/her decision for resolution of the grievance.

Step 3. In the event that the grievance is not adjusted at the conclusion of Step 2, the grievant, through the Camillus Clerical Workers Association, may request in writing, the appointment of an Arbitrator from the Public Employment Relations Board and/or Federal Mediation Conciliatory Service within thirty (30) working days after receipt of the decision rendered at the conclusion of Step 2.

The expense of the arbitration will be shared equally between the Town and the Association. The decision of the Arbitrator

shall be final and binding upon both parties of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the conditions or provisions of this Agreement, however, that in the event a dispute arises as to the issues to be determined in the arbitration, said Arbitrator is hereby empowered to not only resolve the dispute, but to determine the issue to be decided.

ARTICLE XVII - SENIORITY

Seniority shall be defined as length of continuous service with the Town of Camillus, since the last date of hire of an employee. An employee who has terminated service with the Town and who is subsequently rehired by the Town within three months thereafter, shall, for the purpose of seniority, be deemed to have continuous service.

ARTICLE XVIII - LAYOFF AND RECALL PROCEDURE

SEE ARTICLE XXVI - SUCCESSOR CLAUSE

ARTICLE XIX - RETIREMENT

The Town shall provide employees with pension plan Section 75g, and guaranteed ordinary death option 60-b of the New York State Employee's Retirement System, and option 41j - application of unused sick leave as additional service credit upon retirement. (Allowable unused sick leave credit is limited to 165 days and is applied as additional service credit on a calendar day basis.

ARTICLE XX - JOINT LABOR MANGEMENT PROGRAM

With the express purpose of fostering a harmonious relationship, the Town and the Association agree to establish a committee for the purpose of providing communication and discussion for attempted resolution of employment problems between the respective parties that may develop during the term of this Agreement.

ARTICLE XXI - SAVINGS CLAUSE

Should any provision of the Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

ARTICLE XXII - DURATION

This Agreement shall become effective January 1,1998 and shall terminate on December 31,2001.

Neither party to this Agreement shall make or attempt to make any alteration,change,modification,or variation of any of the items covered by this Agreement,unless it be mutually agreed to in writing by the parties.

ARTICLE XXIII - WAGE SCHEDULE

Salary:

Effective January 1, 1998 0% wage increase
 Effective January 1, 1999 4% wage increase
 Effective January 1, 2000 4% wage increase
 Effective January 1, 2001 3% wage increase

Wage increases shall be equal to CSEA increase for MEO or Water
 Maint. Worker.

Wage schedule for new employees:

Full Time

Hiring rate 1998- same as 1997 hiring rate \$10.50 per hour

January 1, 1999 4% wage increase added to January 1, 1998
 hiring rate. \$10.92

January 1, 2000 4% wage increase added to January 1, 1999
 hiring rate. \$11.36

January 1, 2001 3% wage increase added to January 1, 2000
 hiring rate. \$11.70

Completion of 9 months probation-pay made equal to all
 full time employees with employment over 1 year.

Maximum rate in 1998 - \$12.31

1999 - \$12.80
 2000 - \$13.31
 2001 - \$13.71

Part-Time

Hiring Rate 1998 same as 1997 hiring rate \$9.04

January 1, 1999 increases at same % level as full time.

\$9.40

January 1, 2000 increases at same % level as full time.

\$9.78

January 1, 2001 increases at same % level as full time.

\$10.07

Completion of 9 months probation- pay equal to part-time employees employed over 1 year.

Maximum rate in 1998 \$ 10.32

1999- \$10.73
2000- \$11.16

2001- \$11.49

ARTICLE XXIV - EQUIPMENT INSURANCE

The Town of Camillus suggests that employees who provide their own equipment secure their own equipment insurance against loss of equipment due to theft or fire, etc. The Town of Camillus will reimburse that individual fifty percent (50%) of the premium to a maximum of one hundred twenty five dollars (\$125.00) for said insurance. This will be paid upon the submission of a bona fide receipt of payment of premium along with the submission of a voucher for said reimbursement.

ARTICLE XXV - INFORMATION

On the effective date of this Agreement, the Employer shall supply to the Camillus Clerical Workers Association a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location. Such information shall hereafter be provided to said C.C.W.A. Unit annually (once a year). The Employer shall supply to the Camillus Clerical Workers Association the name, work location and date of hire of all new employees.

ARTICLE XXVI - SUCCESSOR CLAUSE

The Town will make no layoffs of any positions or part timing of any current full time positions in the clerical bargaining unit and will make no changes in benefits provided in this collective bargaining Agreement.

ARTICLE XXVII - RESERVE RIGHT

This Association reserves the right to reopen negotiations on issues regarding Article VII, Health Insurance, Article X, Sick Leave, Article XII, Personal Days, Article XIII Holidays, Article XIV, Vacation and Article XXIII, Wages based on increased benefits granted to other employees other than exempt titles and employees affected by third party decisions.

COMPENSATION: Each member of the Town of Camillus C.C.W.A. shall be paid his/her full salary during any and all periods of incapacity from work by reason of any injury or physical or mental conditions arising out of and in the course of his/her employment as a member of said Town of Camillus Clerical Workers Association. It is understood and agreed that, by reason thereof and upon payment of his/her salary under such circumstances, the Town shall have a lien against that portion of any award made to such member by Worker's Compensation Board representing an allowance for the lost time attributable to said employment related injury or physical or mental condition; the amount of such lien shall be determined by multiplying the weekly rate of compensation paid such individual, as determined by the Worker's Compensation Board, by the number of weeks of disability for

which the individual actually receives an award from the Worker's Compensation Board. However, such lien shall not apply to or be enforceable against any sums paid to or on behalf of the employee on account of medical services for treatment of said injuries or condition or to that portion of the award made by the Worker's Compensation Board and paid to the employee by the reason of any permanent injury and/or disability, whether the same be total or partial, or against any death benefit paid to survivors of a deceased member. In the event of a member of said Association being injured in the course of his/her employment be a third party's negligence, the Town shall have a lien against any recover by the member to the extent of the wages paid. By reason of the foregoing, each member will apply for Worker's Compensation benefits in any and all cases where such benefits may be available.

ARTICLE XXVIII - EDUCATION ALLOWANCE

The Town shall reimburse the member for the cost of tuition advanced by the member for college credit courses taken at a duly accredited college program, upon evidence presented by the member that he or she has attained a passing grade. The allowance shall include courses taken through the Adult Education and BOCES programs and shall be business related in nature. This education allowance is in addition to any required "job related" training. Reimbursement is limited as follows:

1999 100.00 per year/per member

2000 200.00 per year/per member

2001 200.00 per year/per member

ARTICLE XXVII - TAYLOR LAW

"IT IS HEREBY 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."

Signed this 6/19 day of 1998, 19

For Camillus Clerical Workers Association

Laurie A. LeBaron

President

Francine L. Ren

Vice President

For the Town of Camillus

Mary Ann Coogan

Supervisor

