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Union: **All Employees, Town of Camillus Unit, CSEA, AFSCME, AFL-CIO**

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BC / 7299

AGREEMENT BETWEEN THE

TOWN OF CAMILLUS

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000

AFSCME / AFL – CIO

TOWN OF CAMILLUS

UNIT OF

THE ONONDAGA COUNTY LOCAL 834

January 1, 1998 through December 31, 2001

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1 RECOGNITION

The Town of Camillus, hereafter referred to as the "Town", recognizes the "Civil Service Employees Association, Inc. Local 1000 AFSCME/AFL-CIO, Town of Camillus Unit of the Onondaga County Local 834," 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 2 BARGAINING UNIT

It is agreed for the purpose of this Agreement, that the term "employee" and "employees" shall include all titles in the Town of Camillus, as certified by the Public Employment Relations Board, Case Number C-17544. 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 3 ASSOCIATION SECURITY

1. DUES

The Town shall deduct from the wages of each member of the bargaining unit and remit to the Association, regular membership dues and/or any insurance premiums for those members covered by this Agreement who have signed authorizations permitting such payroll deductions and/or any insurance programs sponsored by 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 membership in the Association or because of lawful activities on behalf of the association and his 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 meetings of the Association, if such days are regularly scheduled work days of the designated delegate. The Association is to notify the Town Supervisor a minimum of one (1) working day in advance of granting of such leave.

4. BULLETIN BOARDS

The Town agrees to provide access to one bulletin board in its various departments for the posting of notices by the Association. Such access to Town bulletin boards is not to include defamatory or political materials.

5. INSURANCE PROGRAMS

The Association shall have the right to designate a representative of the Association's Health and Accident Insurance Program, and the Association's Life Insurance Program, to visit the employees covered under this Agreement 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 may, for the purpose of administering this Agreement, meet with employees covered under this Agreement on the job, provided the appropriate supervisor is assured that no inordinate interruption of work shall 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, will be based upon the type of Association meeting to be conducted and the availability of the facility.

If the Town Hall is used, prior approval by the Town Supervisor, or designee, must be granted prior to its usage.

ARTICLE 4 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 5 UNIFORMS

The Town agrees to provide up to eight (8) sets of uniforms for all employees under this Agreement. The unit employees shall be required to maintain said uniforms. The uniforms shall be replaced as needed upon review and approval by the appropriate Department Head. Notwithstanding the above, unit employees employed on or before April 1, 1991 may choose to continue to receive their uniforms under the prior Agreement, i.e., five (5) sets and Town maintains same, or to fall under the new allowance of eight (8) sets of uniforms noted above.

The Town further agrees to give all unit employees seventy-five dollars (\$75.00) each year toward the purchase of safety shoes, which employees are required to wear.

ARTICLE 6 HEALTH AND SAFETY

The Town shall continue to make reasonable provisions for the health and safety of all its employees during their hours of employment.

The Town further agrees to provide reasonable and practicable protective devices and equipment necessary to protect employees from sickness and injury.

The Town and Association agree to establish a joint safety committee for the sole purpose of establishing safety rules and procedures.

ARTICLE 7 HEALTH INSURANCE

1. The Town agrees to provide the following health insurance plan options with prescription drug coverage for all employees under this Agreement and their families.
 - Effective January 1, 1998, each office visit or prescription co-pay will be paid by the Town of Camillus. The Town shall reimburse employees the co-pay up to a maximum of one hundred dollars (\$100.00) for the first year of the Agreement only. Thereafter, employees shall be responsible for the co-pay.

Each participating unit employee who is enrolled under the Town's health insurance plan shall be required to contribute (5%) five percent of the monthly premium cost for individual coverage or (5%) five percent of the monthly premium cost for family coverage, whichever is applicable.

2. In the event the Town of Camillus shall change the Health Plan Presently in effect, they shall notify the CSEA president at least thirty (30) days in advance of such change, to give CSEA an opportunity to review the new plan and submit its approval.
3. The Town of Camillus shall pay one hundred per cent (100%) of the individual's health insurance in retirement and fifty per cent (50%) of the dependent's health insurance in retirement.

4. If any Town of Camillus employee under this Agreement 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 (6) month period shall commence on the date of the accident.
5. If any employee covered by this Agreement 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. Any employee 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 shall be paid at the rate of fifty (\$50.00) dollars per month.
 - b. An employee who has family coverage and elects to opt out of it shall be paid at the rate of one hundred (\$100.00) dollars per month.

Any employee who elected to opt out of the plan shall be eligible for re-enrollment in the Plan upon notification to the Town and shall be subject to any Plan enrollment requirements. Upon re-enrollment into the Plan, the employee will cease receiving the reimbursement outlined in A. and B. above and shall be required to remain in the Plan for a minimum of one (1) year to again be eligible for the reimbursement program of A. and B.

ARTICLE 8 JURY DUTY

Any unit employee who is 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 9 WORKER'S COMPENSATION AND DBL

- Employees shall be covered by the New York State Workmen's Compensation Law. The Town further agrees that each employee covered by this Agreement shall be paid 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 or her employment with the Town of Camillus. It is understood and agreed that, by reason thereof and upon payment of the employee's salary under such circumstances, the Town shall have a lien against that portion of any award made to such employee by the Workmen's Compensation Board representing an allowance for the lost time attributable to said employment-related injury of 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 Workmen'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 on behalf of the employees account medical services for treatment of said injuries or condition or to that portion of the award made by Workmen's Compensation and paid to the employees 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 an employee being injured in the course of Town employment due to a third party's negligence, the Town shall have a lien against any recovery by the employee to the extent of the wages paid. By reason of the foregoing, each employee will apply for Worker's Compensation in any and all cases where such benefits may be available. Employee's who have follow-up treatment for doctors appointments and therapy due to an on-the-job injury, shall be allowed time off without charge to leave credits such as sick, vacation or personal leave, with proper medical documentation.

- All employees shall be covered by New York State Disability Insurance at the expense of the Town of Camillus. Employees are not required to use sick leave benefits before being eligible for disability benefits coverage.

ARTICLE 10 SICK LEAVE

1. Commencing January 1, 1998 and January 1st of each year thereafter, all employees under this Agreement shall receive twelve days of sick leave each year, earned at the rate of one day per month. Employer will advance six (6) sick days for serious illness/injury with proper medical documentation.
2. Each employee shall be allowed to accumulate sick leave to two hundred and twenty five (225) days.

Upon separation of employment from the Town, an employee shall be compensated at the rate of twenty percent (20%) of the employee's daily rate of compensation for each day the employee has accrued in excess of one hundred and sixty-five (165) days up to the maximum of the two hundred and twenty-five (225) day accrual. Said compensation shall be paid in a lump sum payment included in the employee's final paycheck.

3. An employee's sick leave accumulation shall be reduced by one (1) day for each sick day used.
4. In the event, an employee's service with the Town is terminated; any sick leave used but not earned by an employee will be deducted from the employee's final paycheck.
5. The sick leave policy is as follows: An employee under this Agreement must provide medical verification for sick leave of three (3) or more days, when requested by the immediate supervisor. Employees under this Agreement who are absent in excess of fourteen (14) consecutive sick leave days may be required, upon return to work, to submit to a physical examination to determine if employee is capable of performing his duties. If a physical is required, the Town shall pay the cost in full.

ARTICLE 11 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 under this Agreement shall be granted time off with pay for three (3) days. One (1) day shall be given for other near relatives. Bereavement days will be granted in one-half (1/2)-day increments.

ARTICLE 12 PERSONAL DAYS

Each employee under this Agreement shall be entitled to take up to three (3) paid personnel days each calendar year. Personal leave days will not be granted on the workday before or after a holiday or workday before or after a vacation.

ARTICLE 13 HOLIDAYS

1. All employees covered by the Agreement shall be entitled to the following paid holidays per year:

- | | |
|------------------|--|
| •New Year's Day | •Columbus Day |
| •M. L. King Day | •Election Day |
| •President's Day | •Veteran's Day |
| •Memorial Day | •Thanksgiving Day |
| •Fourth of July | •Christmas Day |
| •Labor Day | •Floater (designated by Dept.
Head) |

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

2. Each employee under this Agreement who works on a holiday shall receive his/her holiday pay, plus time and one-half (1 ½) the straight time hourly rate for all hours worked except for Thanksgiving Day, Christmas Day and New Year's Day which shall be paid at the rate of two (2) times the straight time hourly rate for all hours worked.

ARTICLE 14 VACATIONS

1. After an employee under this Agreement has completed one (1) year of service with the Town, he shall be entitled to two (2) week's 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 the fifth (5th) year of employment.

On the date the employee commences his/her sixth (6th) 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 completed his/her tenth (10th) year of employment.

On the date the employee commences his/her eleventh (11th) 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 (15th) year of employment.

On the date the employee commences his/her sixteenth (16th) 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 year thereafter until the end of the calendar year in which the employee completes his/her 25th year of employment.

On the date the employee commences his/her twenty-sixth (26th) 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 six (6) weeks of vacation to be taken in that calendar year thereafter.

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 the employee shall be allowed to carry that vacation over into the next calendar year.

2. At termination of employment, the employee under this Agreement shall be paid for all unused vacation.
3. Employees under this Agreement shall be granted vacation selection by seniority. During the period of the last week of May through the first week of September, employees shall be limited to two (2) weeks of vacation so that as many employees as possible in a department can take vacation during that period. This does not preclude the Department Head from granting an employee, based upon seniority, the right to take more than the two (2) weeks.
4. If a paid holiday is observed during the employee's vacation period, an additional day of vacation shall be granted.

ARTICLE 15 HOURS OF WORK AND OVERTIME

The Town and the CSEA shall continue to discuss the concept of a four-day workweek on a department by department basis.

1. The regular work day and work week for the various departments shall be as follows:
 - 7:00 AM to 3:30 PM, Monday through Friday (May vary in Parks and Recreation Department during the winter season.)
2. All employees shall be entitled to one (1) thirty (30) minute lunch period.
3. All employees shall receive work breaks as follows:
 - AM-15 minutes to be taken before 10:30 AM
 - PM- 15 minutes to be taken before 2:00 PM
4. Any unit employee under this Agreement 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 ½) times their hourly rate for all hours worked.
5. All leave time paid shall be counted as time worked for computing overtime.
6. The Town agrees that overtime will be offered to employees under this Agreement on a rotating seniority basis to equalize distribution of overtime within each department. Any offer of overtime, whether the employee accepts or not, shall be considered as overtime worked for the purposes of computing equalization of worked overtime.

Any unit employee under this Agreement called in to work prior to the regular starting time, or called back to work after regular quitting time, shall be paid two (2) hours straight time, in addition to any hours worked.

Call-In, Water Department: Any employee called into work prior to the regular starting time, shall be paid two (2) hours straight time in addition to any hours worked. On weekend call in, employees shall be paid two (2) hours straight time in addition to any hours worked for each time the employee is called in. This section shall not apply if an employee is working his/her regularly scheduled weekend shift.

7. Employees under this Agreement who work twelve (12) or more straight continuous hours shall receive a meal allowance of \$6.00 (six dollars).
8. "Call-In Time" or "Recall" shall mean an actual "call-in" or "recall" after leaving a regularly scheduled shift or being "called-in" or "recalled" prior to regularly scheduled shift. A scheduled day or shift at the overtime rate shall not be considered "recall" or "call-in" for purposes of this section.

ARTICLE 16 GRIEVANCE AND ARBITRATION

Any employee under this Agreement, 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 two (2) and proceeding to step three (3) if necessary, with association approval.

STEP 1. Any employee who believes he/she has a justifiable grievance, shall discuss the matter with the 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, 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 or 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 authorized designee. The grievance shall be in writing and contain statements relating to the nature of the grievance. Within five (5) working days after receiving the request for a step two (2) hearing, the Town Supervisor shall convene a meeting for the aggrieved employee and the Association representative (s).

Thereafter, the Town Supervisor shall answer in writing within five (5) working days after the meeting the decision for the resolution of the grievance.

All time limits contained in this article may be extended by mutual agreement between both parties. Extensions shall be confirmed in writing by the party requesting them.

STEP 3: In the event that the grievance is not adjusted at the conclusion of step two (2), the grievance, through the Civil Service Employees Association, may request in writing the appointment of an arbitrator from PERB and/or Federal Mediation Conciliatory Service within thirty (30) working days after receipt of the decision rendered at the conclusion of step two (2).

The expense of arbitration will be shared equally between the Town and Association. The decision of the arbitrator will be final and binding upon both parties of the Agreement.

The arbitrator shall have no power to add, to subtract from, or modify any of the conditions or provisions of the Agreement, however: in the event a dispute arises as the issues to be determined in the arbitration, said arbitrator is hereby empowered to not only resolve the dispute, but to determine the issues to be decided.

ARTICLE 17 SENIORITY

Seniority shall be defined as length of continuous full-time service with the Town of Camillus, since the last date of hire of an employee.

An employee under this Agreement who has terminated service with the Town and who is subsequently rehired by the Town within three (3) months thereafter, shall, for the purpose of seniority, be deemed to have continuous service.

ARTICLE 18 LAYOFF AND RECALL

1. In the event of layoff, reduction in force, employees in a temporary or probationary status shall be the first to be laid off before any permanent employee.
2. Thereafter, permanent employees under this Agreement within the Department in which layoff occurs, shall be laid off in inverse order of seniority.
3. An employee under this Agreement who is laid off in compliance with section two (2) above, shall first have the right to displace (bump) the least senior employee in a job classification of equal hourly job rate, he/she shall have a sixty (60) day period of time in which to become qualified for the position.

If the employee under this Agreement does not qualify for the position within a sixty (60) day time frame, or in the event that a laid off employee is not senior to another employee in a job classification of "equal hourly job rate," then he/she shall have the right to displace (bump) the least senior employee in a lower paid job classification. The laid off employee shall have a sixty (60) day period of time in which to become qualified for the position. If the employee does not meet the qualifications for the position within a sixty (60) day time frame, he/she shall then be laid off.

4. Employees under this Agreement who are laid off shall be placed on a recall list for a period of time not to exceed two (2) years. If a vacancy occurs during the existence of a valid recall list, employees shall be recalled according to their respective seniority date. Recall shall be by certified mail to the employee's home address, as filed with the Town. The employee shall have ten (10) working days to respond, and failure to respond in a timely fashion will be considered as quit and the employee shall be removed from the recall list.

ARTICLE 19 OUT-OF-TITLE PAY

1. If an employee under this Agreement is assigned temporarily to perform duties of a higher classification in an emergency situation, the employee shall be compensated for such duties at the higher rate of pay.
2. Any employee under this Agreement who performs the duties of a foreman or group leader shall be compensated at one (1) dollar and fifty (50) cents (\$1.50) per hour over their present hourly rate.

3. Employees under this Agreement operating special equipment or handling materials as defined in paragraph four (4) below, shall be compensated at one (1) dollar and twenty-five (25) cents, (\$1.25) per hour over their present hourly rate.
4. As approved by the Highway Superintendent, or other appropriate Department Head, pertaining to qualifications, the following shall be designated special equipment:
 - Gradall Case Digger
 - Road Grader 10-ton roller (Highway)
 - Paver Street Sweeper (Highway)
 - Backhoe Bull-Dozer
 - Pool Chemicals Loader Machine (Highway)
 - Zamboni Any three-axle vehicle

ARTICLE 20 RETIREMENT

The Town shall provide employees under this Agreement with pension plan section 75g, and the 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 sick leave is limited to 225 days and is applied as additional service credit on a calendar year basis.

Retirement, as the term is used in this Agreement and the Town Employee's Manual, shall mean a person eligible for "retirement" under the New York State Employee's Retirement System.

ARTICLE 21 LABOR-MANAGEMENT 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 respective parties that may develop during the term of this Agreement.

ARTICLE 22 SAVING 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 23 JOB POSTING

The Town agrees it will post for up to five (5) working days a notice of any newly created or vacant position covered by this Agreement in each work location throughout the Town. An employee interested in being considered for the posted position shall notify the Town no later than three (3) work days after the closing date of the posting.

ARTICLE 24 WAGE SCHEDULE

A new employee under this Agreement shall be paid at the hiring rate to the wage schedule, and after the completion of nine (9) months of employment, said employee shall be moved to the job rate.

- A. Effective January 1, 1998, all rates shall remain the same as the 1997 rates for all titles.
 - B. Effective January 1, 1999 the employee's pay shall be increased by four percent (4%).
 - C. Effective January 1, 2000, the employee's pay shall be increased by four percent (4%).
 - D. Effective January 1, 2001, the employee's pay shall be increased by three percent (3%).
- Any employee in the title of Laborer shall be advanced to a MEO Trainee within Six (6) months of receiving his/her valid commercial driver's license.

HOURLY HIRE RATE

POSITION	1998	1999	2000	2001
Mechanic	\$12.95	\$13.47	\$14.01	\$14.43
Mechanic's Helper	\$10.49	\$10.91	\$11.35	\$11.69
M.E.O.	\$10.49	\$10.91	\$11.35	\$11.69
Weighmaster	\$10.49	\$10.91	\$11.35	\$11.69
Maintenance Worker 1	\$10.49	\$10.91	\$11.35	\$11.69
M.E.O. Trainee	N/A	N/A	N/A	N/A
Park Maintenance Worker	\$10.49	\$10.91	\$11.35	\$11.69
Water Maintenance Worker	\$10.49	\$10.91	\$11.35	\$11.69
Laborer	\$9.17	\$9.54	\$9.92	\$10.22
Landfill Attendant	\$7.03	\$7.31	\$7.60	\$7.83
Custodial Worker 1	\$9.17	\$9.54	\$9.92	\$10.22

HOURLY JOB RATE

<u>POSITION</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
Mechanic	\$13.88	\$14.44	\$15.02	\$15.47
Mechanic's Helper	\$12.30	\$12.79	\$13.30	\$13.70
M.E.O.	\$12.30	\$12.79	\$13.30	\$13.70
Weighmaster	\$12.30	\$12.79	\$13.30	\$13.70
Maintenance Worker 1	\$12.30	\$12.79	\$13.30	\$13.70
M.E.O. Trainee	\$10.49	\$10.91	\$11.35	\$11.69
Park Maintenance Worker	\$12.30	\$12.79	\$13.30	\$13.70
Water Maintenance Worker	\$12.30	\$12.79	\$13.30	\$13.70
Laborer	\$9.67	\$10.06	\$10.46	\$10.77
Landfill Attendant	\$7.03	\$7.31	\$7.60	\$7.83
Custodial Worker 1	\$9.67	\$10.06	\$10.46	\$10.77

- A MEO Trainee shall have six (6) months to qualify as a MEO. Once a MEO trainee qualifies for a MEO position, the trainee shall automatically advance to a MEO. If a MEO trainee is unable to meet the qualifications for the MEO position within a six (6) month time frame, the trainee shall be returned to his or her formerly held position. If the MEO trainee is a new employee and does not qualify as a MEO within the six (6) month time frame, he or she may be "laid off", or at the discretion of the Highway Superintendent, placed in another position.

ARTICLE 25 TOOL INSURANCE

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

ARTICLE 26 INFORMATION

1. On the effective date of this Agreement the employer shall supply to the Town of Camillus Unit of Onondaga County Local of CSEA, Inc., a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to said CSEA Unit semi-annually (twice a year).
2. The employer shall supply to the Town of Camillus Unit of Onondaga County Local CSEA, Inc., the name, item number and work location and date of hire of all new employees.

ARTICLE 27 SUCCESSOR CLAUSE

1. The Agreement shall be binding upon the employer and its successors, assignees, lessees or transferees of the employer or any other parties to contracts with the employer, which successors, assignees, lessees, transferees of parties provide services similar to those provided by employees of the bargaining unit represented by CSEA, Inc.
2. Notwithstanding section 1 above, the Town of Camillus shall have the right to contract out only its recycling operation if it elects to do so in accordance with the following conditions.
 - A. During the period of May 1, 1993 through December 31, 1994 only, the Town shall have the right to decide if it will contract out the Town's recycling operation. If the Town decides to do so, the actual commencement of the contracting out must take place on or before January 30, 1995.
 - B. Once a decision has been made by the Town to contract out the recycling operation, the Town shall immediately notify the CSEA. Prior to the actual contracting out taking effect, the CSEA and the Town employees shall be given a minimum of sixty (60) calendar days notice of the effective date.
 - C. All employees employed in the Town's recycling operation at the time the contracting out actually commences shall be absorbed into the Town's work force covered by this Agreement and shall suffer no loss of pay or benefits.
 - D. The Town further agrees that all employees covered by the CSEA Agreement (including employees of the recycling operation) who were employed by the Town at the time the decision was made to contract out the recycling operation shall be guaranteed employment with the Town and shall not be laid off from employment as long as they are employed by the Town. Any reduction of employees in the work force shall be accomplished only through attrition or just cause for discharge. Failure of the Town to commence actual contracting out of the Town's recycling operation on or before January 30, 1995 shall negate all terms of Successor's Clause Article 27, section Two (2).

ARTICLE 28 CONTRACT DURATION

This Agreement is effective as of January 1, 1998, and shall terminate on December 31, 2001.

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

ARTICLE 29 TAYLOR LAW

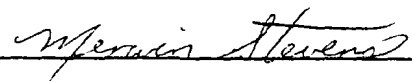
“ IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

SIGNED THIS 25th DAY OF June 1998

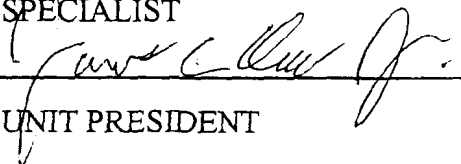
FOR ONONDAGA COUNTY LOCAL 834

C.S.E.A., INC.

LOCAL 1000, AFSCME/AFL-CIO



CSEA LABORER RELATIONS
SPECIALIST



UNIT PRESIDENT

FOR TOWN OF CAMILLUS



TOWN SUPERVISOR