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

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**Employer Name: Clinton, Town of**

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

**Local: 1000, Dutchess County Local 814**

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TO  
BC

Clinton, Town Of And Csea Local 814  
(Highway Dept Unit)

# AGREEMENT

by and between the  
**TOWN OF CLINTON**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**



Town of Clinton Unit  
Dutchess County Local 814

MYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

AUG 20 1999

CONCILIATION

**January 1, 1999 — December 31, 2001**



7

## PREAMBLE

It shall be the public policy of the Town of Clinton and the purpose of this Agreement to promote harmonious and cooperative relationships between the Town of Clinton and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and function of government. This Agreement is made between THE TOWN OF CLINTON, hereinafter referred to as the "Employer", and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, the recognized Union for the TOWN OF CLINTON UNIT, DUTCHESS COUNTY LOCAL 814, hereinafter referred to as the "Union".

## ARTICLE I - RECOGNITION

Section 1 - The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances. The period of unchallenged representatives status for the Union shall be for the maximum period allowed under Section 208C of Article XIV (Public Fair Employment Act) of the New York State Civil Service Law.

Section 2 - The Union 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

All positions of the Town of Clinton Highway Department, except that of Highway Superintendent and Highway Department Clerk, will be covered by this Agreement.

## ARTICLE III - UNION SECURITY AND CHECKOFF

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, or its designated agents, regular membership dues, and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction. Commencing the first pay period after the beginning of their employment, all employees covered by this Agreement who are not members of the Union shall be required to pay to the Union an Agency Shop Fee equivalent to the current membership dues. The

Employer shall make deductions from the wages of such employees in the amounts so designated as Agency Shop Fee deductions and shall remit such deductions, in a check separate from the check for membership deductions to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, New York 12210. The employer agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive negotiating agent for employees in this unit(s).

#### ARTICLE IV - RIGHTS OF CSEA

The Union 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 Union shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and pursue any matter or 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 EMPLOYEES

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

Section 2 - Employees may join and take an active role in the activities of the Union without fear of any kind or reprisals 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 proceeding with the exception that the union must be permitted entrance to all such proceedings and must be informed immediately of the decisions surrounding the case.

## ARTICLE VI - WAGES

For the year 1999, \$13.60 per hour effective January 1, 1999.

For the year 2000, \$14.15 per hour effective January 1, 2000.

For the year 2001, \$14.75 per hour effective January 1, 2001.

There shall be a one (1) year probationary period for all new employees.

For new full-time employees, for a period of one (1) year the wage rate shall be \$1.00 per hour less than that paid to permanent employees.

There shall be a \$1,000.00 Longevity Payment for all employees following the completion of five (5) consecutive years of employment with the Town, an additional \$500.00 Longevity Payment for all employees who have completed twelve (12) consecutive years service with the Town, and an additional \$250.00 Longevity Payment for all employees who have completed twenty (20) consecutive years service with the Town. Said payment in a separate check the last payday of each November. For all employees hired or returning to employment with the Town prior to January 1, 1999, the above referenced years need not be consecutive, but rather must be cumulative.

The longevity payment shall commence and continue effective the years referenced above.

## ARTICLE VII - WORK SCHEDULE

Section 1 - The normal workday shall not exceed eight (8) consecutive hours. The normal work week shall in no way exceed forty (40) hours, consisting of five consecutive eight (8) hour days, exclusive of a one-half hour unpaid duty-free lunch period, Monday to Friday. In the event that the Town initiates a landfill operation, the parties agree to reopen negotiations to what constitutes the normal work week.

Section 2 - There shall be one fifteen minute coffee break each day in the A.M.

## ARTICLE VIII - UNIFORMS

The Employer shall provide boots, raingear, safety helmets, and goggles for each employee. Such equipment shall be replaced

when worn out. Worn out equipment shall be returned to the Employer when a replacement must be made. Any lost equipment must be replaced at the Employee's expense provided the employee was negligent. Upon leaving employment, all property and equipment of the Town shall be promptly returned to the unit member's supervisor. The Town shall also reimburse each unit member for the actual cost of work boots or work shoes, in an amount not to exceed the sum of \$75.00 per unit member per year. Upon delivery to the Town of the original receipt or receipts for the purchase of work boots or work shoes by the unit member, the Town shall pay such reimbursement through its existing voucher system.

#### ARTICLE IX - OVERTIME AND CALL IN PAY

Section 1 - All employees shall receive overtime compensation at the rate of time and one-half of the regular hourly wage for any hours worked in excess of forty (40) hours in one week, beginning January 1, 1981.

Section 2 - Time and one-half shall be paid for all work performed on Thanksgiving, New Year's Day and Easter Sunday. Double time shall be paid for all work performed on Christmas.

Section 3 - Employees called in to work outside their normal workday or week shall receive a minimum of two (2) hours call in pay to commence on their arrival at the highway garage.

#### ARTICLE X - HOLIDAYS

Section 1 - The following days shall be official holidays:

- |   |                              |
|---|------------------------------|
| 1. New Year's Day                       | 6. July 4th                  |
| 2. Martin Luther King Jr.'s<br>Birthday | 7. Labor Day                 |
| 3. President's Day                      | 8. Thanksgiving              |
| 4. Good Friday                          | 9. Friday after Thanksgiving |
| 5. Memorial Day                         | 10. Veteran's Day            |
|   | 11. Christmas Day            |

Section 2 - If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

Section 3 - If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 4 - If a holiday falls while an employee is on vacation, he may extend his vacation the number of days of the

holiday.

#### ARTICLE XI - VACATIONS

Section 1 - The following vacation credits will be earned by employees:

<u># of Years of Service</u>	<u># of Weeks of Vacation</u>
1 Year	1 week
2 Years	2 weeks
8 Years	3 weeks
14 Years	4 weeks

Section 2 - Employees may take vacation upon request. Conflicts in scheduling vacations will result in the employee with the most seniority being granted the vacation period requested.

Section 3 - Each employee shall apply for vacation leave two (2) weeks in advance of the beginning of the requested leave.

Section 4 - Upon request, employees may receive vacation pay in advance.

Section 5 - Upon termination of employment for any reason the employee or his beneficiary will receive the cash value of accrued vacation leave.

Section 6 - Vacation leave shall be taken in the year in which it is accrued with the exception that one week can be held over per year with the total accumulation not to exceed a total of 4 weeks taken in any given year.

Section 7 - One week of vacation may be taken in minimum units of one day.

#### ARTICLE XII - SICK LEAVE

Section 1 - Employees shall accrue one (1) day sick leave per month, for personal illness, personal injury, or personal disability, for a total of 12 days per year. If any employee does not use the full amount of sick leave allowed within a year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than 150 days.

Section 2 - If an employee is absent from work due to illness for a period of three (3) consecutive days or more, a doctor's

certificate, upon return to work, as to the nature and the degree of the illness may be required by the department head.

Section 3 - When the Employer suspects sick leave abuse, it may direct a medical examination at the doctor of the Employer's choice at the expense of the Employer.

Section 4 - Any employee who uses more than three (3) days of sick leave per any calendar quarter shall be presumed to abuse sick leave and shall be subject to disciplinary action unless a reasonable excuse is furnished by the employee including a doctor's certificate.

Section 5 - Non-Use Payment - Sick Leave/Personal Leave. Members who use six (6) or fewer days of sick leave and personal leave in a year shall be entitled to convert, in blocks of three (3), such unused days into cash at the rate of one day's pay. This provision shall become null and void on December 31, 2001.

#### ARTICLE XIII - OTHER LEAVES

Section 1 - Military Leave. Pursuant to Section 242 of the Military Law, employees shall be allowed up to thirty (30) days off, with pay, per year to fulfill their military obligations.

Section 2 - Personal Leave.

(A) Employees shall be allowed to accrue .5 (one half of one) personal day each month to take care of matters which cannot be handled outside of working hours provided a legitimate reason is given in advance.

(B) Personal leave must be taken in minimum units of four (4) hours.

(C) Two (2) days notice must be given to the immediate supervisor before the dates of requested personal leave except for unforeseen circumstances or emergency.

(D) In all instances, personal leave may be taken by any employee only with the approval of the department head and shall be granted or denied only on the basis of the needs of the department for the service of the employee not on the nature of the employee's personal business. Any unused personal leave not used in a given year reverts to accumulated sick leave.

Section 3 - Bereavement Leave. Each employee shall be granted three (3) consecutive days off with pay at the time of a death in



the immediate family. Immediate family shall mean husband, wife, parents, children, grandchildren, grandparents, brothers, sisters, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

#### ARTICLE XIV - UNION BUSINESS

Section 1 - The Employer shall grant exclusively to Union officers time off including travel time, without loss of pay or accumulated leave credits, to carry out their responsibilities to the appropriate employee as regards matters relating to salaries, terms and conditions of employment, solicitation of new membership 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.

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

Section 3 - The Employer shall grant to the Union officer a reasonable amount of time off per Section 1 of this Article to attend conferences of the Civil Service Employees Association, Inc. In conjunction with this Section, the Union officer so designated shall be allowed reasonable travel time to and from the meeting location.

Section 4 - The Union field staff may periodically visit employees on the job.

#### ARTICLE XV - BULLETIN BOARDS

The Employer shall make bulletin boards available at all appropriate work locations and/or places of assembly. Such bulletin boards shall be for the exclusive use of the Union for announcement of meetings, posting of Union bulletins, election notices, and for any and all matters relative to Union business.

#### ARTICLE XVI - RETIREMENT

The Employer will adopt a resolution providing retirement coverage under the New York Retirement System Plan - Section 75C.

## ARTICLE XVII - INSURANCE

Section 1 - Health Insurance. The Employer shall participate in the MVP co-plan 10 or, by mutual agreement, any other plan with equal benefits and coverage.

The Employer's funding obligation shall be limited to contributing up to \$390.00 per month effective January 1, 1999, through December 31, 1999, towards the cost of coverage.

The Employer's funding obligation for the years 2000 and 2001 shall be in the amount of 100% for individual coverage, and 80% for family coverage.

The Town shall implement a \$125 Internal Revenue Code Premium Only Plan whereby the employee's health insurance premium contribution shall be paid for through salary reduction effective January, 1993.

Section 2 - Workers' Compensation. Employees injured on the job shall remain on sick leave with full pay. The Workers' Compensation award shall be paid to the Employer. Upon exhaustion of sick leave, the employee shall receive Workers' Compensation in payments directly.

Section 3 - N.Y.S. Disability. The Employer shall provide N.Y.S. disability insurance benefits for the employees and adhere to all rules and regulations and procedures of this program.

Section 4 - Vision and Dental Insurances. The Employer shall provide the Silver 12 vision and Sunrise dental insurance plans offered by C.S.E.A., or, by mutual agreement, any other plan with equal benefits and coverage. The employer's contribution to the cost of this coverage shall be \$12.01 and \$33.08 per month, respectively, for the period January 1, 1999 through June 30, 2001 and 100% of the cost of the coverage from July 1, 2001 through December 31, 2001.

Section 5 - Retired Employee Insurance Coverage. Medical benefits are provided for retired highway employees with 25 years of highway service with the Employer and shall be at least 58 years old at retirement. Medical benefits would be the same as for the working employees; health, dental and vision. The retired employee would be required to either sign an authorization to allow payments to be taken out of their retirement check by New York State Retirement System or do a self-payment to the Employer with the payment due by the first of the month. Insurance coverage ceases if payment is not received by the first of the month.

## ARTICLE XVIII - SENIORITY

Section 1 - Seniority shall commence from the first date of continuous employment and shall be the controlling factor in scheduling vacations, overtime, layoffs, and recalls. Recalls shall be made to the employees last recorded address by certified mail and the employee shall have five (5) working days from the date of receipt to report to work.

Section 2 - The senior man shall have priority of work assignments if he is qualified. The senior man shall have one month to prove to the satisfaction of the Superintendent of Highways that he has the ability or skill to do the job.

## ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1 - It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of but not limited to the application and interpretation of this agreement or any policy or procedure initiated by the Employer, or application of any regulations by the Employer. The Employer and the Union agree that provisions of this Article should be used towards a quick and satisfactory settlement of all complaints and grievances at the lowest possible level.

Section 2 - A Union representative shall be permitted exclusive rights to observe the activity and progress of any grievance from the second stage through the final decision, including the appeal if such is necessary, and if the procedure and/or the decision appears to be contrary to this negotiated procedure or is not in the best interest of the union, the representative shall make this known to the Employer. Whereupon, the Employer and the Union shall meet to resolve the problem.

Section 3 - No provision of this Agreement shall be interpreted to require the Union to represent an employee at any stage of the grievance or the appeal stage if the Union considers the grievance is without merit or in contradiction to any law or regulation.

Section 4 - The steps of the grievance procedure shall be as follows:

(A) The grievant shall informally present the grievance verbally to his immediate supervisor. The immediate supervisor shall render a verbal decision within five (5) days.

(B) If the grievant is not satisfied with the immediate supervisor's decision, he shall, within ten (10) days, present the written grievance to the Highway Committee of the Town Board. The Highway Committee of the Town Board shall have twenty (20) days to render a written response.

(C) If the grievant still is dissatisfied with the decision, he shall file the grievance with the Town Board within ten (10) days. The Board shall have twenty-five (25) days to reply.

(D) Should the parties fail to resolve the issue, the case shall be presented to binding arbitration. The Public Employment Relations Board shall be asked to appoint an arbitrator, whose decision shall be final and binding on both parties. The cost of the arbitration shall be shared equally by both the Employer and the Union.

Section 5 - A Union representative shall be granted a reasonable amount of time off to process the grievance.

Section 6 - Both sides shall have the right to call witnesses to substantiate their positions. The witnesses shall be granted time off with pay to testify.

#### ARTICLE XX - EVALUATION

The parties recognize the need to periodically evaluate the job performance of unit members. Prior to implementing an evaluation format, representatives of the Town, including the Highway Superintendent, and the Union, shall meet to discuss the form(s) to be used, as well as the frequency of evaluations; provided, however, that the Town may implement evaluations on agreed upon forms. Agreement shall not unreasonably be withheld.

#### ARTICLE XXI - JOB SECURITY

Employees in the non-competitive and labor classes shall be accorded all rights of Section 75 of the N.Y.S. Civil Service Law; as it regards dismissals and suspension after a one (1) year probationary period.

#### ARTICLE XXII - NO DISCRIMINATION

The Employer and the Union realize they have a responsibility

to promote and provide equal opportunities for employment, and such, it shall be the positive and continuing policy of the Employer and the Union to assure an equal opportunity in employment regardless of race, color, relation, sex or national origin or age or marital status.

#### ARTICLE XXIII - 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 restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

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 purposes of negotiating a satisfactory replacement for such article or part thereof.

#### ARTICLE XXIV - LEGISLATIVE ACTION

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 therefor, shall not become effective until the appropriate legislative body has given approval.

#### ARTICLE XXV - PERSONNEL FOLDERS

Upon request, employees may periodically review the contents of their own personnel records.

#### ARTICLE XXVI - CONTINGENCY CLAUSE

Should the parties fail to reach accord on a new agreement prior to the termination of this Contract, the benefits under the Contract shall remain in full force until a new contract is signed.

#### ARTICLE XXVI - DURATION

This Agreement shall become effective on January 1, 1999 and shall continue in full force and effect until December 31, 2001. During April of the final year of the Contract, the Town shall

notify the CSEA to arrange a meeting to be held in April for the purpose of establishing ground rules for negotiations. After such ground rules are established, a second meeting shall be held by May 15th to exchange proposals.

S O A G R E E D this 8<sup>th</sup> day of January, 1999.

FOR THE EMPLOYER

FOR THE UNION

Francis Monahan  
SUPERVISOR, TOWN OF CLINTON

Bruce Marts  
PRESIDENT, TOWN OF CLINTON CSEA

Steph J. Chausse  
COLLECTIVE BARGAINING SPECIALIST  
CSEA, INC.

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**Local 1000, AFSCME, AFL-CIO**  
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Danny Donohue, President

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