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wc/8102

AGREEMENT
between the
TOWN OF CAMILLUS
and the
CAMILLUS CLERICAL WORKERS ASSOCIATION

JANUARY 1, 2006 THROUGH DECEMBER 31, 2008

RECEIVED

JUN 06 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

10 employees

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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. The Town 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.

The Town has established the following employment categories:

- Regular Full-time: Employees who regularly work at least 35 hours per week.
- Part-time: Employees who regularly work more than 20 hours per week but fewer than 35 hours per week.

Part-time employees hired on or after January 1, 2002 shall not be entitled to any benefits except benefits provided by law.

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 meetings 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, power, and functions to direct the employees and to take whatever actions are necessary to carry out the mission of the Town, pursuant to existing 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 IRS rate. *2006 - \$.445/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 (eyeglasses, lenses or contact lenses). Effective January 1st, 2006 the Town will make available to all unit members, reimbursement for the cost of the lenses and frames up to a maximum of \$350.00 per year.

Reimbursement will be in effect on an annual basis until termination of this Agreement.

ARTICLE VII - HEALTH INSURANCE

1. The Town agrees to provide health insurance with prescription drug coverage for all bargaining unit employees and their families.

(a) Each participating unit employee who is enrolled in any of the Town's health insurance plans shall be required to contribute ten (10%) percent of the monthly premium cost (retroactive to January 1, 2002) for individual or family coverage. Effective January 1, 2003, and for the duration of this Agreement, the employee contribution rate shall increase to fifteen (15%) percent of the applicable premium cost.

(b) Employees hired on or after January 1, 2002, who enroll in any of the Town's insurance plans shall be required to contribute twenty-five (25%) percent of the applicable premium cost.

2. Group Plan In Effect. The Town may change the insurance underwriter or modify the existing group medical insurance plan provided:

(a) any new plan thereafter effectuated shall provide benefits equal to or superior to those prevailing at the time of such change of carrier or modification of the plan; and,

(b) there shall be no loss of benefits to any member or participant therein for any cause whatsoever by reason of such change in the insurance carrier or underwriter and/or modification or amendment of the medical and hospital insurance plan.

3. To the extent allowed by law, the Town agrees that members of the Association hired before 12/31/01 who are listed in the attached Schedule A, which is incorporated by reference and made a part hereof as though fully set forth within the Agreement, shall, when eligible, receive retirement health insurance benefits as indicated below.

(a) The Town shall pay one hundred percent (100%) of the individual's Health Insurance in retirement and fifty percent (50%) of their dependent(s)'s health insurance, provided the retiree was employed by the Town as a regular full-time employee on or before December 31, 2001, has completed 10 years of service with the Town, is at least 55 years of age and is still employed by the Town at the time the employee makes application to the Town for retirement benefits. Health insurance benefits provided to eligible retirees will be the same as those provided

to active employees, including any plan changes that may be made for active employees.

To the extent permitted by law, the Town further agrees that this clause shall not expire upon the expiration of this or any successor collective bargaining agreement until each of the members identified in Schedule A have all retired or have otherwise separated from the Town.

(b) Retirees who were hired by the Town on or after January 1, 2002, and who have fifteen (15) or more years of seniority and are at least 55 years of age as of the date of their retirement from the Town, will be afforded individual and family health insurance coverage equal to the coverage provided to active employees including any changes that may be made for active employees, but shall be required to pay twenty (20%) percent of the premium contribution for individual coverage and fifty (50%) percent premium contribution for family coverage.

4. If an employee of the Town is injured on the job, the Town shall carry his/her health insurance for six (6) months, minimum, provided the employee pays the required premium contribution identified in 1(a) above. If, however, the employee is unable to pay the required premium contribution, the Town will advance the full premium cost on behalf of the employee who shall promptly reimburse the Town through payroll deduction or other means upon his/her return to work. The six-month period shall commence on the date of the accident.

5. If any employee of the Town shall be granted a leave of absence by the Town 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 member of this unit enrolled in any of the Town's health insurance plans 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 \$100.00 per month.
- (b) An employee who has family coverage and elects to opt out of the Town’s health insurance plan shall be paid at the rate of \$150.00 per month.

Any employee who elected to opt out of any plan shall be eligible for re-enrollment upon notification to the Town and shall be subject to any plan enrollment requirements. Upon re-enrollment into any 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 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 - WORKERS’ COMPENSATION AND DBL

1. Workers’ Compensation Law

Employees shall be covered by the New York State Workers’ Compensation Law.

2. All employees shall be covered by the New York State Disability Insurance Law at the expense of the Town.

3. Employees who incur a non-work related or work related injury/illness shall have the option to utilize accrued sick leave benefits during their “waiting week” and also to supplement DBL or workers’ compensation benefits on a “keep whole” basis.

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 departure. This monetary reimbursement shall be calculated at the hourly rate upon the unit member's departure. The monetary reimbursement shall be paid in a lump sum payment included in the employee's final paycheck.

(a) Sick time may be used for personal or family illness and may be taken in one-hour increments. The employee must provide medical verification for sick leave in excess of three (3) consecutive days.

(b) 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. Part-time employees hired on or after January 1, 2002 shall not be entitled to receive any sick leave benefits.

ARTICLE XI - BEREAVEMENT LEAVE

Each employee is entitled to 3 days leave for the death of a member of his/her immediate family. These three (3) days shall be exclusive of the date of death which shall also be granted if the death occurs on a normally scheduled work day. The term "immediate family" shall include spouse, children, step and foster children, son/daughter in-law, grandchildren, parents, grandparents, brother/sister, brother/sister in-law or mother/father in-law. Upon the death of an uncle/aunt, niece/nephew or 1st cousin of an employee, the employee shall be entitled to one (1) bereavement leave day.

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 31, 2002, and each year thereafter will be converted to sick leave and shall be subject to the provisions of Article X.

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

1. Bargaining unit employees who have completed one year of service with the Town, shall be entitled to vacation with pay in accordance with the following schedule.

<u>Years of Service</u>	<u>Vacation Earned</u>
0 -1 year	10 days (to be taken after the completion of one year of service but before the end of the calendar year)
1 - 4 years	10 days
All full-time employees hired prior to January 1, 2006: Beginning 5th year	5 additional days (to be taken between Anniversary date and end of calendar year)
All full-time employees hired after January 1, 2006: Ending 5 th year	5 additional days (to be taken between Anniversary date and end of calendar year)
5 - 9 years	15 days
All full-time employees hired prior to January 1, 2006: Beginning 10th year	5 additional days (to be taken between Anniversary date and end of calendar year)
All full-time employees hired after January 1, 2006: Ending 10 th year	5 additional days (to be taken between Anniversary date and end of calendar year)
10 - 15 years	20 days
All full-time employees hired prior to January 1, 2006: Beginning 16th year	5 additional days (to be taken between Anniversary date and end of calendar year)
16 - 24th year	25 days
Beginning 25th year	5 additional days (to be taken between Anniversary date and end of calendar year)
26 years or more	30 days

2. For full-time employees hired prior to January 1, 2006, vacation time shall be accrued on a per month basis. The vacation time during the first year shall not be deemed earned until the employee's first anniversary date, and must be taken between the employee's anniversary date and January 1st of the next calendar year. If an employee's anniversary date is such that he or she is unable to take the additional one week vacation benefit earned as a result of commencing the incremental year of service (5, 10, 16, 25), the employee shall be allowed to carry that incremental vacation week over into the next calendar year. All other earned vacation benefits must be taken prior to January 1st or be forfeited.

3. For full-time employees hired after January 1, 2006, vacation time shall be accrued on a per month basis. The vacation time during the first year shall not be deemed earned until the employee's first anniversary date, and must be taken between the employee's anniversary date and January 1st of the next calendar year. If an employee's anniversary date is such that he or she is unable to take the additional one week vacation benefit earned as a result of completing the incremental year of service (5, 10,16), the employee shall be allowed to carry that incremental vacation week over into the next calendar year. All other earned vacation benefits must be taken prior to January 1st or be forfeited.

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 hired before January 1, 2002 shall be eligible for the same number of weeks of vacation as full-time employees hired prior to January 1, 2006 except that the number of days of vacation shall be computed in proportion to the number of hours worked in the prior year.

6. Part-time employees hired on or after January 1, 2002 shall not be eligible for vacation benefits.
7. Upon separation from employment the employee shall be paid for all accrued but unused vacation. This vacation time shall include all unused vacation time which was credited to the employee on January 1st of the year of separation and all vacation time earned by the employee in the year of separation, prorated from January 1st until the employee's separation date.
8. Vacation benefits will be capped at five weeks for all full-time employees hired after January 1, 2002.
9. Vacation benefits will be capped at four weeks for all full-time employees hired after January 1, 2006.

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 hours 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. Any employee who works over twelve hours in a day shall be entitled to a meal allowance of six (\$6) dollars.

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/her 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 or American Arbitration Association 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.

In the event a grievance has been filed and arbitrated, the following shall apply. If there is a question as to the meaning of the decision reached by the arbitrator, and a clarification is needed, the party who has interpreted the decision incorrectly shall pay the entire additional cost to obtain the clarification from the arbitrator.

ARTICLE XVII - SENIORITY

Seniority shall be defined as length of Continuous service with the Town, 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 - LAYOFFS/CONSOLIDATIONS

1. The Town will make no layoffs or change full time employees to part time status except in the event of a reduction in workforce resulting from the consolidation of a department therefore resulting in the elimination of a position. Any employee who is actually laid off pursuant to this provision shall receive one (1) week's severance pay for each completed year of Town service, up to a maximum of ten (10) weeks. In addition, the affected employee shall be eligible to continue existing coverage under the Town's health insurance plan for three (3)

months following his/her layoff, subject to the same terms and conditions applicable to active employees.

The Town will make no changes in benefits provided for in this agreement.

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 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 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, 2006 and shall terminate on December 31, 2008.

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

1. Current Employees

Effective January 1, 2006	3% wage increase	\$16.52
Effective January 1, 2007	3% wage increase with a \$600.00 lump sum adjustment in the first paycheck in December 2007.	\$19.02
Effective January 1, 2008	3% wage increase with a \$650.00 lump sum adjustment in the first paycheck in December 2008.	\$19.53

The employee must be employed by the Town for the entire year to receive the lump adjustments in 2007 and 2008.

2. New Employees

Employees hired after January 1, 2006 shall be paid \$2.00 per hour below the classification rate in effect at the time the employee is hired.

After completion of 9 months probation the employee's rate of pay will be increased to the full classified rate of the position.

ARTICLE XXIV - EQUIPMENT INSURANCE

The Town 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 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 - 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 work related or Town business related in nature. This education allowance is in addition to any required "job related" training. Reimbursement is limited to 50% of the cost of tuition up to 6 credit hours per calendar year.

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 1st day of March, 2006

For Camillus Clerical Workers Association

Rita Bartolomeo
President -Rita Bartolomeo

Sue Rosenthal
Sue Rosenthal

Laurie a. LeBarron
Laurie LeBarron

Joy M. Penfield
Joy Penfield

For the Town of Camillus

Mary Ann Coogan
Town Supervisor -Mary Ann Coogan

Kathy MacRae
Kathy MacRae

Bill Davern
Bill Davern

Tom Kehoskie
Tom Kehoskie

Mark Pigula
Mark Pigula

SCHEDULE A

RITA BARTOLOMEO
BONITA CORSO
MELISSA GOULD
CELESTE KARAKAS
LAURIE LEBARRON
PATRICIA MCINTYRE
NORA MORAN
JOY PENFIELD
SUSAN ROSENTHAL
FRANCINE ROSS
MAUREEN SHEEDY