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Union: **Moreau Unit, CSEA, AFSCME, AFL-CIO**

Local: **Saratoga County Local 846, 1000**

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BC/ 8761

AGREEMENT

by and between the

TOWN OF MOREAU

and

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



Town of Moreau Unit
Saratoga County Local 846

January 1, 2006 - December 31, 2010

RECEIVED

JUL 14 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

11

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PREAMBLE

THIS AGREEMENT is made the day of, 2008, by and between the TOWN OF MOREAU and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, for the TOWN OF MOREAU UNIT of the SARATOGA COUNTY LOCAL 846;

WHEREAS; it is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Moreau and its employees for the mutual benefit of the public, the Town Government and its employees;

NOW, THEREFORE; in consideration of the mutual covenants contained herein, the parties agree to the following:

**ARTICLE I
RECOGNITION**

Section 1. The Employer recognizes the CSEA as the sole and exclusive representative for all employees defined in the bargaining unit for the purpose of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievance.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

**ARTICLE II
COLLECTIVE BARGAINING UNIT**

Section 1. The Collective Bargaining Unit shall be comprised of the following: All employees of the Highway Department except the Highway Department Superintendent and part-time employees.

**ARTICLE III
DUES DEDUCTIONS - AGENCY SHOP**

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

**ARTICLE III
DUES DEDUCTIONS - AGENCY SHOP (CONTINUED)**

The Employer hereby agrees to deduct from the wages of all non-CSEA members within this bargaining unit an agency shop fee in the amount of the dues levied by CSEA, Inc. Said sums will be transmitted to CSEA, Inc., 143 Washington Avenue, Albany, NY 12210, at least monthly in a separate check. A listing of employees covered shall also accompany each check.

The Employer shall supply to the Unit a list of all employees in the bargaining unit showing the Employees' full name, home address, social security number, job title, membership status, insurance deductions and first date of employment. Such information shall be supplied to the Unit on a yearly basis in January.

**ARTICLE IV
COMPENSATION**

Section 1. As reflected in Schedule "A" the annual compensation adjustments are as follows:

- Effective 01/01/06 - \$.65/per hour
- Effective 01/01/07 - \$.65/per hour
- Effective 01/01/08 - \$.65/per hour
- Effective 01/01/09 - \$.65/per hour
- Effective 01/01/10 - \$.65/per hour

Section 2. Longevity

As of 1/1/06, all employees of the Town shall be entitled to a longevity increase in accordance with the following schedule. If the employee has already received a longevity increment for any year's prior, they will receive the next increment according to the schedule below. Any longevity increments earned prior to 1/1/06 shall remain in effect. Employees shall be granted such longevity increases at the start of their 3rd year, 5th year, 10th year, etc.

- 3 years..... \$0.05/hour
- 6 years..... \$0.10/hour
- 10 years..... \$0.15/hour
- 15 years..... \$0.20/hour
- 20 years..... \$0.25/hour
- 25 years..... \$0.30/hour

ARTICLE IV COMPENSATION (CONTINUED)

It is mutually understood that the increase specified above shall be compounded. (i.e., an additional increase of \$0.15/hour shall be paid commencing with the 10 years of employment. An additional increase of \$0.20/hour shall be paid commencing with the 15 years of employment, etc.) For the basis of longevity, the 1st of January following an employee's date of hire constitutes one (1) year. One (1) year of service shall accrue each January 1st thereafter.

Section 3. Employees shall be paid bi-weekly.

ARTICLE V WORKDAY - WORKWEEK

Section 1. The regular workweek shall comprise forty (40) hours - Monday through Friday.

Section 2. The hours of work shall be as follows: 7:00 AM - 3:30 PM.

Section 3. There shall be a one-half (1/2) hour lunch period during the regular workday. However on such days that the Employer requires employees to work through the employees one-half (1/2) hour lunch period, the employee will take the one-half (1/2) hour lunch period at the end of the work day by being released from work one-half (1/2) hour prior to the end of the regular scheduled work day.

Section 4. Each year of this Agreement, the Unit President shall contact the Town Board regarding commencement of a modified work schedule. The modified schedule entails a Monday through Thursday workweek of forty (40) hours, with hours of work from 6:00 AM to 4:30 PM. The CSEA and the Town also mutually agree that assignment of employee(s) for Friday coverage is guaranteed, and shall normally be accomplished on a voluntary basis whenever possible. At the next regularly scheduled Board meeting, the Board shall notify the Unit President of its decision regarding the modified work schedule, and the prospective date for its initiation.

ARTICLE VI OVERTIME

Section 1. All hours worked before and after the regular workday and outside the regular workweek shall be compensated at time and one-half the regular hourly rate.

ARTICLE VI OVERTIME (CONTINUED)

Section 1(a). Employees who utilize a sick day shall not be eligible to return to work for overtime until the following "midnight" of the day of the call in.

Section 2. All hours worked on Sunday, Thanksgiving Day, Christmas Day and New Year's Day shall be compensated at double time the regular hourly rate.

Section 3. In conjunction with Article X / Leaves, Vacation Leave, Section 2, all employees in the bargaining unit hired prior to January 1, 2006 shall be allowed to accrue up to thirty-two (32) hours of compensatory time to be utilized toward vacation time for the week of July 4th. All employees hired on or after January 1, 2006 shall be allowed to accrue up to thirty-two (32) hours of compensatory time to be utilized toward vacation time for the week of July 4th if they are only allowed two (2) weeks of vacation time under Article X / Leaves, Vacation, Section 1.

ARTICLE VII SPECIAL RATES

Section 1. There shall be a guarantee of two (2) hours pay for any emergency call-out. Effective upon ratification of this agreement, if the employee is called in or scheduled prior to their actual work day and the call / scheduled time extends directly before or after their regular shift for less than two (2) hours, the employee is paid for the actual time that extends directly from their shift.

Section 2. Employment at a higher classification for a minimum of one (1) workday shall be compensated at the higher rate of pay.

Section 3. All employees in the bargaining unit shall receive a uniform of clothing allowance of \$300.00 per year.

Section 4. In the event an employee is unable to pass the Commercial Drivers License exam, the Employer will make a good faith effort to place the employee in an existing position. If that position is at a pay level less than the employee is presently receiving, the employee's salary shall be frozen until such time as the employee's new salary schedule catches up to the frozen salary.

ARTICLE VIII MEAL ALLOWANCES

Employees called in before the start of their shift shall be entitled to a \$5.00 meal allowance. Effective upon ratification, employees shall also be entitled to a dinner meal allowance of \$6.00 when the employee works twelve (12) consecutive hours.

ARTICLE IX HOLIDAYS

Section 1. All employees hired prior to January 1, 2006 shall be granted thirteen (13) paid holidays and all employees hired on or after January 1, 2006 shall be granted twelve (12) paid holidays as follows:

New Year's Day	Veterans Day
Presidents' Day	Election Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	Good Friday
Columbus Day	
Day after Thanksgiving	

Employees hired prior to 1/1/06 shall be granted the employee's birthday as a paid holiday.

Section 2. If a holiday falls on a Saturday, the day of observance shall be the previous Friday. If a holiday falls on a Sunday, the day of observance shall be the following Monday.

Section 3. If an employee is required to work a holiday, he/she shall be paid at the rate of time and one-half plus the holiday pay or another day off at the employee's option subject to the approval of the Department Head.

**ARTICLE X
LEAVES**

VACATION LEAVE

Section 1. All full time employees hired prior to 1/1/06 will earn vacation leave upon completion of the following:

- Upon completion of year one (1)–through five (5) years of service -- 2 weeks
- Upon completion of year six (6) –through ten (10) years of service -- 3 weeks
- Upon completion of year eleven (11)–through nineteen (19) years of service -- 4 weeks
- Upon completion of year twenty (20) and forward years of service -- 5 weeks

For the basis of vacation accrual for employees in the unit on the effective date of this Agreement, the 1st of January following an employee's date of hire constitutes one (1) year of service. One (1) year of service shall accrue each January 1st thereafter.

Full time employees hired on or after 1/1/06 will earn vacation leave upon completion of the following from the start date of employment:

- Upon completion of year one (1) through five (5) years of service-----two (2) weeks
- Upon completion of year six (6) through twelve (12) years of service-----three (3) weeks
- Upon completion of year thirteen (13) and forward years of service-----four (4) weeks

Section 2. Four (4) days of Section 1 vacation time will be granted during the week in which the Fourth of July (Independence Day) Holiday falls.

Section 3. Vacation credits may not be accumulated from one year to the next. Unused vacation shall not be paid in cash, but will be applied to accrued sick leave. Vacation schedules shall be with the approval of the Superintendent of Highways.

Section 4. First consideration will be given by the Superintendent of Highways with respect to written vacation requests of at least one (1) week duration submitted by employee prior to April 1st of each year. After that date, conflicts in the scheduling of vacation time shall be resolved by seniority.

**ARTICLE X
LEAVES (CONTINUED)****SICK LEAVE**

Section 1. Employees hired before January 1, 2006 shall be entitled to one and one-quarter (1 1/4) days of paid sick leave for each month of service, commencing from the first day of his/her employment. Employees hired on or after January 1, 2006 shall be entitled to one (1) day of paid sick leave for each month of service, commencing from the first day of his/her employment.

Section 2. Employees may accumulate up to a maximum of three hundred (300) days sick leave.

Section 3. After five (5) working days of sick leave or seven (7) calendar days, the employee must apply for NYS Disability Insurance Benefits and his/her sick leave pay shall be reduced by the amount of disability benefits he/she receives. For each day of sick leave after the fifth (5th) working day or seventh (7th) calendar day, the employee shall be able to utilize their leave accruals and be paid their full salary by the Town. The Town will retain the employee's Disability payment and credit the employee's leave accruals accordingly.

Section 4. A doctor's certificate may be required if an employee has been on sick leave for three (3) consecutive work days. When an employee has been on sick leave for three (3) consecutive work days, a doctor's certificate may be required before the employee can return to work.

Section 5. Employees may be required to produce doctor's certificates for sick leave absences the day before and/or after a holiday. In the event that an employee who is required to produce a doctor's certificate fails to do so, the employee will be subject to leave without pay for that day and/or days.

Section 6. Sick leave may be used in two (2) hour increments.

PERSONAL LEAVE

Section 1. All permanent employees hired prior to January 1, 2006 shall be entitled to four (4) personal leave days per year. All permanent employees hired on or after January 1, 2006 shall be entitled to three (3) personal leave days per year. However, employees must give twenty-four (24) hours notice without reason, to their intent to utilize personal leave, which is subject to the approval of the Superintendent of Highways. If an employee fails to use his/her personal days, all unused days shall be added to the employee's accumulated sick leave. Personal leave shall be utilized in two (2) hour increments.

**ARTICLE X
LEAVES (CONTINUED)**

Section 2. Personal leave shall not be used to extend vacation leaves and/or to use in connection with holidays.

BEREAVEMENT LEAVE

All permanent employees shall be entitled to three (3) days bereavement leave for a death in the immediate family. For purpose of bereavement leave, "immediate family" shall mean the following:

- | | |
|-----------------|------------------|
| Spouse | Child, Stepchild |
| Parent | Sibling |
| Mother-in-Law | Father-in-Law |
| Daughter-in-Law | Son-in-Law |
| Sister-in-Law | Brother-in-Law |
| Grandparent | Grandchild |

**ARTICLE XI
RETIREMENT AND INSURANCE**

Section 1. All employees shall be covered by NYS Retirement Plan 75(i), the Non-Contributory Improved "20 Year Career Plan."

Section 2. All employees shall be covered by Section 60(b) - New Ordinary Death Benefit of the NYS Retirement System which provides for three (3) years of pay to a maximum allowable by statute.

Section 3. All employees shall be covered by Section 41(j) and 34(j) which provide for conversion of unused sick leave as additional service credit upon retirement.

Section 4. The employer shall offer enrollment to all employees in the health insurance plan known as HMO Blue Choice which shall include a prescription drug program. In the event of a change in the health insurance plans a substantially equivalent plan shall be provided upon notice to CSEA.

Full time student coverage to age 25 shall be granted under the health insurance plan in effect subject to the employee contributions to premiums as provided herein.

ARTICLE XI RETIREMENT AND INSURANCE (CONTINUED)

Section 5. Employees hired or placed in the bargaining unit prior to July 1, 2001, shall pay a percentage of the premium cost of the health insurance, dental insurance and vision plans according to the following schedule: 12% effective 1/1/06; 14% effective 1/1/07; 16% effective 1/1/08; 18% effective 1/1/09; and, 20% effective 1/1/10. Employees hired or placed into the bargaining unit prior to July 1, 2001, retiring at age 55 or older and with ten (10) years of continuous service with the employer shall continue to be covered by the health, dental, and vision insurance plans in effect. The retiree shall pay fifteen percent (15%) or their present contribution, whichever is less, toward their insurance premiums for the individual, two-person or family coverage, whichever is applicable.

Section 6. Employees hired or placed in the bargaining unit on or after July 1, 2001, shall pay a percentage of the premium cost of the health insurance, dental insurance and vision plans according to the following schedule: 15% effective 1/1/06; 15% effective 1/1/07; 16% effective 1/1/08; 18% effective 1/1/09; and, 20% effective 1/1/10. Employees hired or placed into the bargaining unit after July 1, 2001, retiring at age 55 or older and with ten (10) years of continuous service with the employer shall continue to be covered by the health, dental, and vision plans in effect and the retiree shall pay fifteen percent (15%) toward their insurance premiums for the individual, two-person or family coverage, whichever is applicable.

Section 7. Employees hired or placed in the bargaining unit on or after January 1, 2003 shall pay twenty percent (20%) of the premium cost of the health insurance, dental insurance, and vision plans in effect. Employees hired or placed into the bargaining unit on or after January 1, 2003, retiring at age 55 or older and with ten (10) years of continuous service with the employer shall continue to be covered by the health insurance plan, dental, and vision plan in effect, but shall pay twenty percent (20%) of the premium cost of the health insurance and dental plan in effect for the individual or family coverage whichever is applicable.

Section 8. A pre-tax 125 plan shall be in effect and offered to all employees who contribute toward health, dental and vision plan premiums.

Section 9. The employer agrees to pay a sum of up to \$1,300.00 per year in monthly installments or as otherwise determined by the Employer in lieu of an employee's participation in the Town's health, dental, and vision insurance programs.

Section 10. The spouse, children and/or other dependents of an employee who are not the spouse, children and/or dependents of the employee at the time of the employee's retirement shall not be entitled to coverage under the health, dental, or vision insurance plans.

ARTICLE XII SENIORITY

Section 1. Seniority shall be established as continuous service from the date of last hire. In the event of a layoff, the employee with the least seniority within a classification shall have the right to exercise their seniority to displace the employee in a lower job title with the least seniority. Bumping may also occur in the event an employee cannot pass licensing requirements.

Section 2. Any employee laid off shall be granted a preference by seniority in the event of a recall within one (1) year.

Section 3. Vacancies

Qualified employees in the bargaining unit who apply for a job vacancy or new opening in the bargaining unit shall be considered for that vacancy or opening prior to the Employer considering candidates from outside the bargaining unit.

ARTICLE XIII GRIEVANCES

Section 1. Employee grievances shall be processed in accordance with the attached Schedule "B".

ARTICLE XIV DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent upon the completion of one (1) year of full time (40 hours/week) service. No permanent employee shall be removed or otherwise disciplined except for just cause. Discipline or dismissal of a permanent employee shall be subject to review under the grievance procedure.

Section 2. It is hereby recognized that the rules and regulations of the Town of Moreau for all departments, a copy of which is posted on the bulletin board at the Town Garage, is part of this contract. It is further recognized by the parties to the Agreement that each member of the bargaining unit has been furnished with a set of rules and regulations.

ARTICLE XV RECIPROCAL RIGHTS

Section 1. The Employer recognizes the right of the employees to designate representatives of CSEA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit employees during working hours for the foregoing purposes, provided such visits do not interrupt the work schedule. Such employee representatives shall also be permitted to appear at public hearings upon the request of the employees.

Section 2. The Employer shall so administer its obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 3. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of the contents of such notices and communications by the Employer.

Section 4. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, subject to the approval of the Department Head or his assistant in his/her absence.

Section 5. In accordance with past Town practices, CSEA recognizes Management's prerogative to hire seasonal employees to complement the Department of Public Works work force as needed. However, it is understood that permanent employees shall, in all cases, be accorded preferred consideration in regard to the assignment of the work and overtime responsibilities.

ARTICLE XVI BENEFITS GUARANTEED

With respect to matters not covered by the Agreement, the Town will not seek to diminish or impair, during the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without prior notice to CSEA and, when appropriate, without negotiating with CSEA.

**ARTICLE XVII
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 this Agreement or any satisfactory replacement for such article or part thereof shall not be affected.

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

**ARTICLE XVIII
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 OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XIX
APPLICABLE LAW**

This Agreement shall be subject to all federal, state and local laws applicable thereto and any of the terms of this Agreement which are not consistent with or conform to said federal, state or local laws shall be deemed null and void.


**ARTICLE XX
DURATION**

This Agreement shall become effective January 1, 2006 and shall remain in effect until December 31, 2010, or until a Successor Agreement has been reached.


FOR THE TOWN OF MOREAU

FOR THE CSEA, INC., TOWN OF
MOREAU UNIT OF THE SARATOGA
COUNTY LOCAL #846

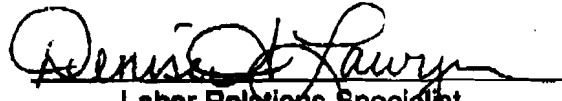

Supervisor


Unit President


Board Member


Negotiating Team Member


Board Member


Labor Relations Specialist

SCHEDULE "A"**TOWN OF MOREAU HIGHWAY DEPARTMENT
(FIVE-YEAR HOURLY WAGES)**

January 1, 2006 - December 31, 2010

TITLE	1/1/06	1/1/07	1/1/08	1/1/09	1/1/10
Deputy Superintendent	\$21.08	\$21.73	\$22.38	\$23.03	\$23.68
Working Foreman	\$19.33	\$19.98	\$20.63	\$21.28	\$21.93
MEO	\$17.72	\$18.37	\$19.02	\$19.67	\$20.32
Laborer	\$17.34	\$17.99	\$18.64	\$19.29	\$19.94

GRIEVANCE PROCEDURE

DECLARATION OF PRINCIPLES

Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages of the grievance procedure.

SUBJECT MATTER

A "grievance" shall mean any violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative order or work rules or any other condition of employment which relates to or involves the employee(s).

INITIAL PRESENTATION

A. An employee who claims to have a grievance shall present his/her grievance to the Immediate Supervisor, in writing, within thirty (30) days after the grievance occurs, or becomes known to the employee.

B. The Immediate Supervisor shall discuss the grievance with the employee; shall make such investigation as necessary, and shall consult with his/her supervisors if necessary on an informal basis.

C. Within three (3) days after the presentation of the grievance, the Immediate Supervisor shall make his/her decision and communicate the decision in writing to the employee presenting the grievance and to the Union.

LEGISLATIVE REVIEW

A. If an employee presenting a grievance is not satisfied with the decision made by the Immediate Supervisor, he/she may, within five (5) days thereafter, request a review by the local legislative body. They must request this review in writing to the immediate supervisor who will then forward the request to the legislative body. The legislative body shall hold a hearing within ten (10) days after receipt of the written request for review.

B. New evidence, testimony, or arguments, as well as any document, exhibit or other information submitted to the Department Head, or his/her nominee, may be introduced by the employee or the Department Head, or his/her nominee.

C. The Legislative Review Hearing shall not be bound by formal rules of evidence.

D. The Legislative Review Hearing shall be held with the quorum membership of the Legislative Body.

E. The Legislative Body shall render a decision within five (5) days after the close of the hearing and shall communicate same in writing to the employee(s) and the Union.

FINAL STAGE

A. If the employee presenting the grievance is not satisfied with the decision of the Legislative Body, he/she may, within thirty (30) days thereafter, and with the consent of the CSEA, appeal their grievance to arbitration following the rules and procedures of PERB. The arbitrator's decision shall be final and binding on both parties.

B. Costs shall be shared equally by Employer and CSEA. In the event the Employer does not comply with the time requirements, the grievance shall automatically proceed to the next stage. Time requirements at any stage may be waived by mutual agreement in writing.

Town of Moreau

SARATOGA COUNTY, STATE OF NEW YORK
Preston L. Jenkins, Jr., Supervisor
Town Office Building
P.O. Box 1349
South Glens Falls, N.Y. 12803
PHONE: (518) 792-1802 ~ FAX (518) 792-1062
e-mail: mureausuper@townofmoreau.org



Gina LeClair
Deputy Supervisor

Thomas Cumm
Councilman

Todd Kusnierz
Councilman

Robert Prendergast
Councilman

TO: Ron Gilligan, President

FROM: Fran Thibodeau, Principal Account Clerk

DATE: July 10, 2008

SUBJECT: PERB Contract Analysis Program

Please find enclosed a copy of the PERB Contract Analysis Program that I completed and faxed to PERB today. Please feel free to call me if you should have any questions.