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Contract Database Metadata Elements

Title: **Warrensburg, Town of and Council 66, Warren County Public Employees Union, AFSCME. Local 1046B (2005)**

Employer Name: **Warrensburg, Town of**

Union: Council 66, **Warren County Public Employees Union, AFSCME**

Local: **1046B**

Effective Date: **01/01/05**

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COPY



An Agreement

between the

TOWN OF WARRENSBURG

and the

WARREN COUNTY PUBLIC EMPLOYEES UNION

LOCAL 1046B and COUNCIL 66

of the

AMERICAN FEDERATION OF STATE, COUNTY

and MUNICIPAL EMPLOYEES

RECEIVED

JUN 02 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

January 1, 2005

to

December 31, 2007

*This contract settled 5/3/2005
 40 Hours in work week
 Retirement Plan: N.Y.S. Employees' Retirement System*

7

PREAMBLE

a. This is an Agreement entered into by and between the Town of Warrensburg, hereinafter referred to as the Employer, and Warren County Public Employees Local Union 1046, Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

b. It is understood by and between the parties that provisions 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.

SECTION 1. RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all full-time employees in the bargaining unit as certified by the New York State Public Employment Relations Board.

SECTION 2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any Agreement with any such group or organization for the purpose of undermining the Union, in accordance with Law, and the payroll deduction of dues for such other labor organization shall not be permitted.

SECTION 3. PAYROLL DEDUCTION OF UNION DUES

a. Payroll deductions under all properly executed authorization for payroll deduction of union dues forms provided by the Union shall become effective at the time the application is signed by the Employee and, upon delivery to the Employer, shall be deducted from the first (1st) pay of the month and each month thereafter.

b. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union on or about the fifteenth (15th) of the month in which such deductions are made.

c. Union dues deduction authorizations shall remain in effect from year to year, unless written revocation of such deductions authorization is submitted by the employee in accordance with the terms and conditions of payroll deduction of union dues form provided by the Union.

d. Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and forwarded to the Employer.

SECTION 4. UNION REPRESENTATION

a. Employees in the Department shall be represented by one steward who shall be a regular employee of the Department. In his absence, an alternate may be designated by him or the Union.

b. The Steward, during his working hours, without loss of pay or time, may investigate and present grievances to the Employer, without unduly interfering with his work.

SECTION 5. SPECIAL CONFERENCES

Special Conferences between the Town Board and at least two (2) representatives of the Union on important matters, including procedures for avoiding future grievances and other methods of improving the relationship between the parties, will be arranged upon request of either party. Arrangements shall be made in advance and shall be held either before or after the regular Town Board meeting, unless mutually agreed otherwise.

SECTION 6. GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1. The Union Steward, with or without the employee, may discuss the grievance or dispute with the Superintendent within ten (10) days of knowledge or its occurrence. If the matter is thereby not disposed of, then,

STEP 2. The grievance may be referred to the Local Union President, who may, within ten (10) days, submit his appeal in writing to the Employer. A meeting between at least two (2)

representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievance within five (5) working days from the date the written grievance is received by the Employer.

The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the representatives of the Employer.

The Union Steward, or his representative, shall be allowed time off from his job without loss of time or pay to investigate a grievance which he is to discuss with the Employer. The Superintendent will grant him permission to leave his work for this purpose. No grievance may be filed four (4) months after the alleged date of occurrence.

STEP 3. If the representatives of the Employer and the Union do not dispose of the matter, and the Union feels that the matter should be carried further, it shall be referred to Council 66, which, upon review, and within thirty (30) days of the Employer's answer, if it desires to carry the matter further, will notify the Employer that it desires to refer the matter for advisory arbitration. Such arbitrator shall be selected by the Employer and the Union from a list provided by the New York State Public Employment Relations Board in accordance with its rules of procedures.

a. The Arbitrator shall have no power to amend, modify or delete any provisions of this Agreement.

b. The fees and expenses of the arbitrator will be shared equally by the parties.

c. Should one party or the other not accept the arbitrator's decision then that party shall bear full cost of the arbitration.

SECTION 7. GRIEVANCE PROCEDURE - TIME OF ANSWER

The Employer will answer in writing any grievance presented to it in writing by the Union:

a. By the Superintendent within ^{ten (10)} ~~five (5)~~ working days, after receipt. *KL*

b. By the designated representative of the Employer within

eight (8) working days from the date of the meeting at which the grievance was discussed.

SECTION 8. DISCHARGE AND DISCIPLINE

a. The Employer, promptly upon the discharge or discipline of any employee covered by this Agreement, will notify the Union Steward in the Department of the discharge or discipline in writing.

b. The discharged or disciplined employee will be permitted to discuss his discharge or discipline with the Union Steward. The Employer will make an area available where such discussion is to take place, before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Union Seward.

c. Should the discharged or disciplined employee or the Union Steward consider the discharge or discipline to be improper, a grievance must be filed within ten (10) working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer with ten (10) working days after receiving the grievance. If the decision is not satisfactory to the Union, the matter shall be referred to the arbitration provision of the grievance procedures.

d. The Employer shall not discharge or discipline an employee without reasonable cause.

e. Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice given in writing)
- Discharge

f. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee, also willful destruction and pilferage.

g. The foregoing replaces any and all other procedures previously in force including Section 75 procedures under the Civil Service Law and shall be the sole method of resolving all matters pertaining to discipline or discharge.

SECTION 9. SENIORITY - PROBATIONARY EMPLOYEES

a. New full-time employees hired in the unit shall be considered as probationary employees for the first one hundred twenty (120) calendar days of their employment. The calendar days probationary period shall be accumulated within not more than one (1) year. When an employee completes his probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from one hundred twenty (120) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees and upon completion of the probationary period such employees shall receive all benefits afforded to regular employees.

b. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section 1 of this Agreement, except discharged employees for other than Union activity.

c. Seniority shall be on a Department-wide basis in accordance with the employee's last date of hire.

d. Unless otherwise stated, it is understood and agreed that the bargaining unit consists of seven (7) full-time employees.

SECTION 10. SENIORITY - SEASONAL EMPLOYEES

Each seasonal employee hired shall be limited to a maximum employment of one hundred twenty (120) calendar days.

SECTION 11. SENIORITY LISTS

a. Seniority shall not be affected by race, color, creed, national origin, sex, marital status, dependents or political affiliation of the employee.

b. The seniority list will show the names, job titles, and the date of hire of all employees in the unit covered by this Agreement entitled to seniority.

c. The Employer will keep the seniority list up to date at all times and will provide the Local Union Unit Steward with up to date copies at least every six (6) months.

SECTION 12. SENIORITY - LOSS OF

An employee shall lose his seniority for the following reasons only:

- a. He quits.
- b. He is discharged and the discharge is not reversed through the procedures set forth in the Agreement.
- c. If he does not return to work when recalled from lay-off as set forth in the recall procedure.
- d. He retires

SECTION 13. SENIORITY OF STEWARDS

Notwithstanding his position on the seniority list, the Union Steward shall, in the event of a lay-off of any type, be continued at work as long as there is a job available in the Department, and shall be recalled to work in the event of a lay-off on the first open job in the Department.

SECTION 14. PROMOTION

- a. Promotion to a higher job classification shall be according to seniority, provided the employee meets the requirements of the job.
- b. Whenever a vacancy occurs in a higher job classification, or a new position occurs, or there is an opportunity for promotion, the Employer shall post the job title, pay scale, and necessary job requirements in order to qualify on the departmental bulletin board for a period of at least five (5) work days so that employees who are interested may apply for such job opportunity.
- c. The Employer shall fill such position from among those employees who have made application, except where more than one (1)

employee qualifies for the same position, seniority shall be the determining factor in making the selection.

d. Any employee selected shall undergo a trial period of a minimum of thirty (30) calendar days, but not to exceed sixty (60) calendar days. Should it be found that such employee cannot perform the responsibilities of the higher position, then the employee shall be restored back to his previous position.

e. An employee shall be paid the higher rate of pay of the new class during his trial period, which in no case shall be less than his previous pay rate.

f. In the event there is any disagreement in a determination made with regard to any of the procedures set forth in this section, then such matter shall be settled through the normal grievance procedure, including the arbitration steps if deemed necessary by either party.

g. The Employer will give preferential treatment, in the filling of any vacancies, to any federally funded employee when the choice is between an employee and a non-bargaining unit member, provided the said employee is qualified for the position.

SECTION 15. TEMPORARY ASSIGNMENTS

Temporary assignments to a higher classification involving higher pay for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., must be granted to the senior employee in the Department who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. In no event shall an employee receive less than his established rate of pay.

SECTION 16. LAY-OFF

a. The word "lay-off" means a reduction in the working force.

b. If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary employees will be laid

off first. Permanent employees will be laid off according to seniority as defined in Section 9 (c), except that this section shall be subject to the provisions of the Veteran's Rights Law of the State of New York.

c. Permanent employees to be laid off for an indefinite



- b. Illness (physical or mental) ----- up to six (6) months.

In the case of Union leave, such absence shall not unduly affect the operation of the town work.

SECTION 20. LEAVE FOR UNION CONFERENCES

One (1) elected delegate of the Local Union shall be allowed time off without pay to attend official functions, education seminars, and conventions of the International Union or any of its subordinate bodies for the Local Union, not to exceed five (5) work days in any calendar year.

SECTION 21. SICK LEAVE

a. Any employee covered by this Agreement contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment or quarantined by Health authorities, shall receive sick leave with pay, up to the limit of accumulated sick leave.

b. All employees covered by this Agreement shall be credited with sick leave of one and one-half (1 ½) days per month and they shall accumulate such sick leave credits up to a maximum of one hundred eighty (180) days. An employee may be required to produce a doctor's certificate after he has been absent for three (3) consecutive days of illness.

c. An employee on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and paid sick leave will be construed as days worked.

d. Sick time may be taken on a half (½) day basis.

e. Upon retirement from employment, fifty percent (50%) of unused sick leave credits, up to 130 days, earned by an employee shall be converted to cash and paid to him, or to his estate, in the event of his death prior to retirement, subject to its legality.

f. Employees who use no sick leave between December 1st thru November 30th of the current year will receive a payment of \$500.00 payable the first pay period of December.

SECTION 22. FUNERAL LEAVE AND FAMILY ILLNESS

a. All employees covered by this Agreement shall be permitted up to three (3) days leave without loss of time or pay in the event of serious incapacitating illness or death in the family to make household adjustments, arrange for medical services, or to attend funeral services which shall include spouse, child, stepchild, ward, father, mother, grandparents, grandchild, brother, half brother, sister, half sister, father-in-law, mother-in-law of the employee or spouse. This time shall be deducted from an employee's accrued leave.

b. One (1) day leave without loss of time or pay shall be permitted to attend the funeral of a fellow employee.

SECTION 23. PERSONAL LEAVE

All employees covered by this Agreement, upon completion of their probationary period, shall be permitted three (3) days personal leave each year, noncumulative, without loss of pay, with prior notice of at least forty-eight (48) hours, except in cases of emergency. All such leave not used may be applied to an employee's sick leave credits or vacation time, at the sole discretion of the Employer.

SECTION 24. JURY DUTY

Employees required to appear for jury duty or service shall be granted pay for the difference their regular pay and jury pay, excluding mileage.

SECTION 25. PAY DAYS

All employees shall be paid every other Friday. If such day is a holiday then the preceding days shall be the pay day.

SECTION 26. WORKING HOURS AND WORK WEEK

a. The regular work week shall consist of five (5) consecutive days, Monday through Friday inclusive. The regular work day shall be eight (8) consecutive hours, Monday through Friday, 7:30 AM to 4:00 PM. Such hours to be within a twenty-four (24) hour period. The consecutive hours shall be broken only by an unpaid lunch period not to exceed one (1) hour.

b. When an employee covered by this Agreement reports for work on his regular work shift and is sent home for lack of work or inclement weather, he shall be paid for a minimum of four (4) hours at his regular rate of pay for which he would have been entitled, except that if the employee works any part of that day, he shall be paid for the whole day.

c. Work schedules shall provide for a fifteen (15) minute coffee break period during each one-half (1/2) work shift. All employees shall have lunch periods of at least one-half (1/2) hour.

d. Employees who, for any reason, must work beyond their regular quitting time for a period of two (2) hours, shall receive at least a fifteen (15) minute coffee break period before starting, and in addition, a fifteen (15) minute coffee break period for each additional two (2) hours, except where a lunch period has been designated.

e. In the event of a severe storm, an employee reporting for work after his scheduled starting time will be excused, if the failure to report on time is caused by the aforementioned occurrence.

SECTION 27. OVERTIME WORK AND PREMIUM PAY

a. All work performed in excess of the eight (8) hours in a work day or forty (40) hours in the regular work week shall be paid at the rate of time and one-half (1 and 1/2) the employee's regular rate of pay. All work performed on holidays shall be paid at time and one-half (1 and 1/2) the employee's regular rate of pay, in addition to the holiday pay.

b. An employee called in for emergency duty before his work day begins or after he leaves for the day, in addition to his regular working hours, shall receive not less than three (3) hours pay at time and one-half (1 and 1/2) his regular rate of pay.

c. Overtime hours shall be divided as equally as possible among employees in the same classification. An up-to-date list showing all overtime hours worked will be posted by the Superintendent of Highways.

d. For the purpose of this clause, time not worked, because the employee was unable or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period.

e. Any employee required to work four (4) hours overtime following his regular full day shall then be granted one-half (½) hour off with pay for the purpose of eating. A similar one-half (½) hour off with pay shall be granted for each four (4) hour period to be followed by additional overtime.

f. The Town will allow employees to take meals during storm days or call-ins at restaurants with the Town's maximum expenditure being \$1,000.00 per year for the bargaining unit. The Town, for its part, agrees to allow any amount of the appropriation unused in any year to be "rolled over" into the following year.

SECTION 28. HOLIDAYS

a. The paid holidays shall be as follows whether worked or not:

New Years Day	Labor Day
Martin Luther King Day	Christmas Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Columbus Day	Election Day
Washington's Birthday	Veteran's Day

Also, Lincoln's Birthday shall be a paid "floating" holiday.

b. If any of the above holidays fall on a Sunday, the succeeding Monday shall be the paid holiday, or, if it falls on Saturday, then the preceding Friday shall be the paid holiday. If a holiday falls within a vacation period, the employee shall be granted an extra day for the holiday.

c. Good Friday shall be considered as a half (½) day holiday. Employees shall only be required to work four (4) hours on this day, but shall be paid for eight (8) hours.

SECTION 29. VACATION ELIGIBILITY

a. All employees covered by this Agreement shall be entitled to a vacation with pay after completion of their probationary period. Vacations earned shall be calculated on a calendar year basis, retroactive as to the anniversary date of employment, as follows:

After one (1) year:	five (5) work days
After three (3) years:	ten (10) work days
After seven (7) years:	fifteen (15) work days
After twelve (12) years:	twenty (20) work days

Therefore, employees shall receive one additional work day of vacation for each additional year of service up to a maximum of twenty-five (25) work days.

b. Upon death of an employee, or upon separation from service, all of the employee's earned vacation shall be computed on a prorated basis, converted into cash, and paid to the employee or his estate, whichever the case may be.

c. Vacation time shall be selected by the employee within the time allotted by the Employer, except where a conflict arises, seniority shall be the determining factor in resolving such conflict.

d. Any employee who is required to, and does, work for any period of time during his vacation period shall be paid for all regular hours at time and one-half (1-1/2) his regular rate of rate of pay in addition to his vacation pay.

SECTION 30. VACATION PAY

Employees will be paid their current rate of pay based on their regular work day while on vacation, and will receive credit for any benefits provided for in this Agreement.

SECTION 31. UNION BULLETIN BOARDS

The Employer will provide a bulletin board at the Department installation which may be used by the Union for posting notices, but nothing shall be posted in any manner that shall detract from the Town or its officers.

SECTION 32. CLASSIFICATIONS

Whenever a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer or his representative will consult with the Union prior to establishing a classification and rate structure.

SECTION 33. WORKERS' COMPENSATION

a. Each employee covered by this Agreement will be covered under the applicable Workers' Compensation Laws and the Employer further agrees that any employee eligible for such compensation

will receive , in addition to his Workers' Compensation income, an amount sufficient to make up the difference between such compensation and his regular income based on his regular work week.

b. Each employee covered by this Agreement who is unable to work as a result of an injury arising out of the course of employment shall be charged with sick leave for the difference between the weekly benefits under Workers' Compensation and his regular weekly wages up to the total of his accumulated sick leave credits. Such deduction shall be made to the nearest half (½) day. After all eligible leave has been exhausted, the employee shall be entitled only to his workers' Compensation.

SECTION 34. DISABLED EMPLOYEES

The Employer will attempt to place employees who become partially disabled on their present jobs in work which they are able to perform.

SECTION 35. PROTECTIVE CLOTHING

a. Employees required to work outdoors during inclement weather shall be furnished with appropriate rain gear.

b. The Employer shall provide each effected employee with one (1) set of coveralls or jacket, at maximum cost to the Employer of \$40.00, at no cost to the employee; and one (1) pair of steel-toe work shoes per year at a maximum cost to the Employer of \$120.00.

c. The Employer agrees, on receipt of bill, to pay for each employee's matching uniform on a one-time basis. The cost of matching uniforms is not to exceed \$44.00 per employee. Thereafter, each employee shall maintain his own uniform, with the service being deducted from his pay.

SECTION 36. WORK RULES

a. It is understood and agreed that employees shall comply with all existing reasonable rules which are not in conflict with the terms of this Agreement, provided that they are uniformly

applied and uniformly enforced.

b. The Employer also agrees that when any existing work rules are to be changed, or new rules are to be established, the Union will be consulted, prior to such rules being established, and when such rules are mutually agreed upon they will be posted for at least five (5) work days before becoming effective.

c. Any complaint as to the reasonableness of any existing rule or discrimination in the application of any rule shall be resolved through the regular grievance procedure.

d. It is understood and agreed that no private work shall be done by employees on the Employer's premises during regular working hours.

e. Employees agree to have their own telephones in service within 30 days of hire date.

SECTION 37. ACCESS TO PREMISES

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council 66, or representatives of Local 1046 to enter the premises at any reasonable time for individual discussion of working conditions with employees, provided care is exercised by such representatives not to unduly interfere with the performance of duties assigned to employees.

SECTION 38. PLEDGE AGAINST DISCRIMINATION

a. The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or union membership.

b. All references to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

c. The Employer pledges and agrees not to interfere with the

May 31, 2005

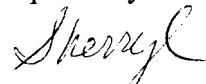
TOWN OF WARRENSBURG HIGHWAY DEPT. PERSONNEL	CLASS	DATE OF HIRE	WAGE RATE PER HOUR	FULL TIME
Edward Harrington	MEO	1/01/76	14.87	X
Richard Hayes	MEO	5/15/79	14.57	X
Daniel Daly	MEO	11/9/92	14.57	X
Rudy Squires	MEO	1/01/96	14.57	X
Gerald E. Pennock	MEO	7/28/97	14.57	X
Danny Ackley	MEO	8/18/03	13.57	X
Keith Gillingham	MEO	9/27/04	12.57	X

Highway employee Health Insurance is through Empire Blue Cross Healthchoice. Health insurance includes Medical/Surgical and Major Medical with a rider for prescription. The aforementioned employees, with the exception of Dan Daly, Richard Hayes and Dan Ackley all have family coverage at the cost of \$1393.32 per family, per month. The cost for the premium on Richard Hayes is \$844.40 and is \$422.15 on Dan Daly and Danny Ackley.

The full expense for the premiums is paid for by the Town of Warrensburg.

If you have any questions, please call me.

Respectfully submitted,



M. Sherryl Burdett
Sec. to Supv. And Payroll Clerk
TOWN OF WARRENSBURG
3797 Main Street
Warrensburg, N.Y. 12885
(518)623-0511

Effective January 1, 2007 - Laborer Foreman	\$16.07
MEO	\$16.07
Laborer	\$14.11

B. Effective 1-1-99 new employees will start with a rate of pay \$2.00 per hour less than the current job classification rate. After 1 year of service the new employee will earn \$1.00 per hour more. After 2 years of service the new employee will earn the same rate of pay as the current job classification rate.

C. The Town will pay the cost difference of a standard license from a CDL License for each employee.

SECTION 42. SAVINGS CLAUSE

If any of the provisions of this Agreement shall be determined to be invalid by a Court of competent jurisdiction, it shall not affect the validity of any other provisions of this Agreement. In such case, negotiations shall immediately commence with regard to those provisions which were declared to be invalid.

SECTION 43. TERMINATION AND MODIFICATION

This Agreement shall be effective as of the first (1st) day of January, 2005 and shall remain in full force and effect until the thirty- first (31st) day of December, 2007. The contract shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date

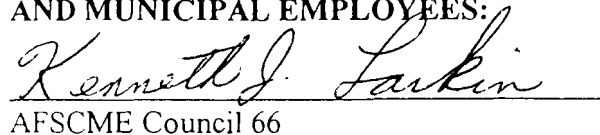
IN WITNESS WHEREOF, the parties hereto have set their hands this

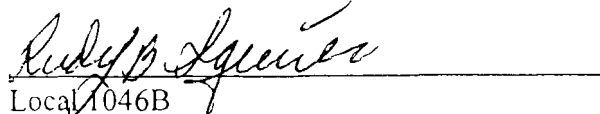
3rd day of MAY, 2005

**FOR THE TOWN OF WARRENSBURG
COUNTY OF WARREN, NEW YORK:**


Supervisor

**FOR THE WARREN COUNTY PUBLIC EMPLOYEES LOCAL 1046B
AND COUNCIL 66 AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES:**


AFSCME Council 66


Local 1046B