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Title: **Shandaken, Town of and Town of Shandaken Highway and Parks Department Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Ulster County Local 856 (2000)**

Employer Name: **Shandaken, Town of**

Union: **Town of Shandaken Highway and Parks Department Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Ulster County 856**

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Shandaken, Town Of And Csea Local
856 (Highway & Park Depts)

1796 To
35720 GEN

AGREEMENT

by and between the
TOWN OF SHANDAKEN

and

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



**Town of Shandaken Unit
Ulster County Local 856**

SEP 21 2001

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

January 1, 2000 — December 31, 2002



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Collective Bargaining Agreement Between the Town of Shandaken and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, The Town of Shandaken Unit, Ulster County Local 856.

January 1, 2000 - December 31, 2002

PREAMBLE

It shall be the public policy of the Town of Shandaken, and the purpose of this Agreement to promote harmonious and cooperative relationships between the Town of Shandaken and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This Agreement is made between the Town of Shandaken, hereafter referred to as the "Employer", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, The Town of Shandaken Unit, Ulster County Local 856 with its parent headquarters at 143 Washington Avenue, Albany, New York 12210, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article II of this Agreement for the purposes of collective bargaining and grievance and contract administration for the maximum period provided under Article XIV of the New York State Civil Service Law.

ARTICLE II

COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall consist of all employees working for the Town of Shandaken Highway Department and Park Department, except employees holding the following titles: Superintendent, Secretary to the Superintendent.

ARTICLE III

DUES DEDUCTION

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 the agent designated by the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues, and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions. The Employer shall also deduct an Agency Shop Fee equivalent to the CSEA dues for employees of the bargaining unit who choose not to become CSEA members and remit said deductions to CSEA as specified herein.

ARTICLE IV

UNION RIGHTS

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining 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 Town or other government or court to effect such representation, to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate, grieve, litigate or pursue free from any interference, restraint, coercion or discrimination by the Town or any of its professional, legal, technical or specialized services.

ARTICLE V

MANAGEMENT RIGHTS

The Employer shall have the right to discipline and discharge employees for cause, to determine what work needs to be done, to direct and assign employees to do such work, to make purchases of equipment and supplies, to contract-out work provided such contracting-out does not result in the reduction of hours or layoff of employees covered by the agreement. All such rights shall be exercised in accordance with this Agreement and any applicable laws, rules, regulations or statutes.

ARTICLE VI

NO STRIKE - NO LOCKOUT

SECTION 1 - The Union affirms that it does not assert the right to strike against the Employer, nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on such employees to conduct, assist in, or participate in a strike.

SECTION 2 - NO LOCKOUT - The Employer affirms that it does not assert the right to lockout the Union, its employees, or any employee of the Employer, nor will it assist or participate in any such lockout by any of its administrators or supervisors, nor will it impose any obligation on said administrators or supervisors to conduct, assist in or participate in a lockout.

ARTICLE VII

WORK DAY - WORK WEEK

The work day for all employees covered by this agreement shall be from 6:30 a.m. to 3:00 p.m. all year, including an unpaid half-hour (1/2) lunch period. The work week shall extend from Monday through Friday of each week and shall be of forty (40) hours duration.

ARTICLE VIII

COMPENSATION

SECTION 1 - Hourly rates of employees holding titles covered by this agreement are stated in Appendix "A".

Effective January 1, 2000, increase hourly rate by fifty (50) cents.

Effective January 1, 2001, increase hourly rate by twenty five (25) cents.

Effective January 1, 2002, increase the hourly rate by twenty five (25) cents.

Effective January 1, 2000, salary schedule to be increased by 3%.

Effective January 1, 2001, salary schedule to be increased by 4%.

Effective January 1, 2002, salary schedule to be increased by 4%.

SECTION 2 - The Employer shall pay employees at the rate of time and one-half the employees normal rate of pay for all work performed which is in excess of eight (8) hours per day or forty (40) hours per week and for all

work performed on Saturdays, Sundays and holidays. Paid leave shall be counted as time worked in the computation of overtime.

SECTION 3 - Any employee required to work on a holiday listed under Article IX will be paid holiday pay plus time and one-half for all hours worked.

SECTION 4 - All employees shall be paid once per week, before noon on Friday.

SECTION 5 - There shall be a minimum two (2) hour guaranteed call in at the appropriate rates. Should the employee complete the emergency work prior to the end of the two (2) hour period, he shall be permitted to leave work without loss of the call-in pay.

ARTICLE IX

HOLIDAYS

All employees shall be given the following holidays off with pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Friday After
Memorial Day	Thanksgiving
Fourth of July	Election Day (County
Labor Day	State and Federal)
	Christmas Day

Should any of the above days fall on Saturday, the Employer shall give all employees the preceding Friday off with pay. Should any of the above days fall on Sunday, the Employer shall give all employees the following Monday off with pay. Should the holiday fall during an employee's vacation or other paid leave day, such employee shall not be charged for use of accrued paid leave on that day.

ARTICLE X

PAID LEAVE

SECTION 1 - Employees shall earn sick leave at the rate of one (1) day per calendar month. Sick leave shall be carried from year to year and shall be accumulative to the extent of 165 days total. Upon death, separation, retirement, an employee or their estate as the case may be shall be paid for all unused accumulated sick days at the current rate of the employee or have the option to take the days off. The Town shall provide Option 41J of the New York Retirement System regarding unused accumulated sick days. The Town shall not pay out for unused sick time accruals if an employee is brought up on disciplinary charges and is terminated as a result of the charges.

The Town may request the employee to provide medical documentation for their return to work after being out for five (5) consecutive work days.

An employee shall have the option of selling back sick days (must be in 40 hour increments) to the Town. An employee can sell back a maximum of fifteen (15) days per year; as long as the employee maintains 30 days of sick leave on the books.

An employee shall only be allowed to use accumulated sick days, there shall be no advancement of sick days.

SECTION 2 - Employees shall be entitled to paid vacation, in accordance with the following schedule:

After 1 year of employment	5 working days
After 3 years of employment	10 working days
After 4 years of employment	15 working days
After 10 years of employment	20 working days
After 20 years of employment	25 working days

No employee shall be allowed to carry over any vacation days; any unused vacation days, the employee is able to sell back to the Town.

Vacation days can only be used in 1/2 day or full day increment.

An employee shall have the option of being reimbursed for vacation days (must be in 40 hour increments) given back to the Town and receive such payment no later than the next payday. An employee may work his scheduled vacation and receive both biweekly and vacation pay for that period.

Upon two (2) weeks notice to the Town an employee may request to receive his paycheck prior to going on his/her vacation.

Upon death, separation or retirement an employee or their estate as the case may be shall be paid for all unused accumulated vacation days at the employee's current rate of pay.

SECTION 3 - PERSONAL LEAVE - Each employee shall be allowed six (6) personal days leave during each year of his employment following completion of his probationary period. Personal days are to be used for the conduct of employees' personal business which cannot be conducted during other than normal working hours. The Employer shall not unreasonably with-hold permission from any employee to use a personal day.

SECTION 4 - JURY DUTY - Any employees required to serve on a jury, or subpoenaed as a witness in a court or other proceeding, shall be paid the difference between his normal rate of pay for the period of such service and the sum received for such service (excluding sums received for mileage).

SECTION 5 - LEAVES REQUIRED BY LAW - The Employer shall grant all other leaves as are now, or as may be in the future, required by law.

SECTION 6 - BEREAVEMENT LEAVE - Each employee shall be credited with three (3) bereavement days, per year, which may be used only in case of death of a member of employee's immediate family or of a relative living in the household of the employee. Immediate family shall be defined as spouse, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grand- parents, grandparents-in-law, son, daughter, son-in-law, daughter-in-law. Bereavement leave is non-accumulative.

SECTION 7 - LEAVE STATEMENT - The Employer shall once each quarter post each employee's accrued leave on the highway garage bulletin board for a period of no less than one (1) week.

SECTION 8 - VOLUNTEER FIREFIGHTERS - An appointing authority shall excuse a reasonable amount of tardiness or lost time caused by direct emergency duties of duly authorized volunteer firefighters. This includes lateness or absence caused by loss of time to prepare for work, or loss of proper sleep, due to an emergency. The emergency did not have to be in progress at the start of the employee's work day. Employees may be required to submit evidence that the lateness was due to such emergency, signed by a chief or other officer. Employees shall also be allowed to leave work early, if such an emergency situation arises that deems it necessary. Employees should use discretion in determining if it is necessary to leave. The appointing authority shall review amount of excused time if necessary. Any employee effected by this will be required to submit a letter verifying his or her membership in such an organization. The Town will have the authority to request an update of this letter as necessary.

ARTICLE XI

DISCIPLINE AND DISCHARGE

All employees shall be covered by Sections 75 and 76 of the New York State Civil Service Law after six (6) months of employment with the Employer.

ARTICLE XII

WORKING CONDITIONS

SECTION 1 - EQUIPMENT - The Employer shall provide all employees with work gloves, rainboots, raingear, and hard-hats as required.

All employees of the Town of Shandaken shall wear or use all safety equipment furnished by the Town. Both the union and the Town Board shall mutually agree on an appointment of a Safety Officer.

SECTION 2 - Each employee shall discharge his obligation to the Employer as safely as possible. Any employee who is injured or disabled on the job shall report such

injury or disability as soon as possible to his superior. Every employee who is injured during the course of his employment shall receive the regular pay while out on Workers' Compensation to a maximum of six (6) months without charge to or loss of their accruals. If the employee chooses to use his accrued leave, the Town shall, upon receipt of the employee's Compensation payments, restore to the employee, the full time of accrued time the employee has used to recover from the injury, to the limit of such employee's accrued leave.

SECTION 3 - HEALTH AND SAFETY - The Employer shall provide safe and sanitary work sites, equipment and facilities. Employees shall not imbibe alcoholic beverages during working hours.

SECTION 4 - PLOWING AND SANDING - No employee shall be required to operate a vehicle other than a pick-up truck, engaged in plowing snow or sanding unless another employee is also assigned to the same vehicle. One man can operate any vehicle up to and including a one-ton truck. All employees except laborer position must have and maintain a C.D.L. All safety regulations and policy regarding snow plowing and sanding shall be established and mutually agreed upon in Labor/Management Committee and that the mutually agreed Safety Officer shall enforce same.

SECTION 5 - ASSIGNMENT OF OVERTIME - Unless all employees are called out for overtime, the Employer shall use the following procedure for all overtime assignments:

a) The Employer shall establish an overtime list by seniority and post same on bulletin board available to all employees, to assure equal opportunity to work overtime.

b) On each occasion when overtime work is necessary, the Employer shall refer to the lists to determine what job title or titles are necessary to accomplish the task. The Employer's determination of the titles required shall be based on the type of work to be done, and the job description for each title. Having determined the necessary titles, the Employer shall call out employees on the list, starting at the top of the list.

c) Any employee who is called and refuses the overtime, or who accepts and works the overtime, shall have his name moved to the bottom of the list.

d) The Employer shall not arbitrarily change the working hours of employees to avoid the payment of over-time.

SECTION 6 - POSTING AND PROMOTION - The Employer shall post all job vacancies at least ten (10) working days in advance of when the position is to be filled. Where more than one (1) employee applies for a position, such position shall be given to the most senior qualified employee. If in the judgment of the Highway Superintendent, the most senior employee is not qualified to fill the vacancy, the Superintendent shall appoint the next most senior qualified employee who applies for the vacancy. The Superintendent shall give to the most senior employee, a written statement detailing the reasons why he was not chosen for the vacancy. Such statement shall be grievable.

SECTION 7 - OUT OF TITLE WORK - An employee assigned duties below his title shall suffer no loss of pay. An employee assigned duties above his title shall receive the higher rate of pay, after working more than eight (8) hours in the higher position provided, however, that this provision shall not apply to trainee programs.

SECTION 8 - An employee shall have the opportunity to review his personal history folder in the presence of an appropriate official of the Town upon adequate notice and to place in such file a response to anything contained therein which such employee deems to be adverse.

SECTION 9 - The Town shall provide at no cost to employees covered by this agreement uniforms. The Town shall provide to each employee a shoe allowance of \$125.00.

SECTION 10 - In the event of any layoff by the Town, unit employees shall be layed off in the inverse order of in-title seniority among employees holding such titles in the employ of the Town.

Employees who are layed off shall have the right to recall to available vacancies based upon seniority.

ARTICLE XIII

HEALTH INSURANCE AND RETIREMENT

SECTION 1 - The Town shall participate in a health insurance plan for the benefit of its employees and their families. The health plan shall provide the coverage mutually agreed to by the parties and never be less than existed on December 31, 1981.

The employees can enroll in:

MVP - \$10 co-pay with a \$5/\$10 drug card.
GHI - \$3 co-pay drug card included in plan.
GHI - \$10 co-pay drug card included in plan.

All options are divided up into family, two-person or single coverage and with or without Dental coverage. Effective January 1, 2000, the Town establishes an annual premium cap of \$6,000 for family and two-person coverage and \$3,500 for single coverage. Effective 1/1/2002 the Town shall increase the annual premium cap to \$6,500 for family and two person coverage, and \$4,000 for single coverage.

The employees agree to pay by payroll deduction and under the IRS Flex 125 account increase over the annual cap. The town shall provide a window period (October-November) each year so the employee can choose the type of plan and coverage they want. The Town shall provide at the beginning of each window period copies of the break downs of benefits and annual premium cost of each plan to the Union and its members.

The Town shall provide the Union with sixty (60) days written notice of its intention to change health insurance carriers, included in the notice will be all relevant information available concerning the proposed new carrier.

The Town shall pay 50% of the cost of the health insurance for retirees and their dependents, who worked for the Town for 10 years.

The Town shall pay 75% of the cost of the Health Insurance for retirees and their dependents, who work for the Town for fifteen (15) years.

The Town shall pay 100% of the cost of the Health Insurance for retirees and their dependents, who work for the Town for twenty (20) years. Retirement is defined as receiving a pension from the N.Y.S. Retirement System. Upon death of the retiree, the Town shall pay 50% of the cost of the Health Insurance for the retirees dependents. These benefits provided shall

not be impaired, abridged or diminished in any manner during the term of this agreement or upon expiration of this agreement.

SECTION 2 - RETIREMENT - Employees shall participate in New York State Retirement Plan 70 a, otherwise known as the one sixtieth (1/60) plan. Retirement means receiving pension from the Retirement System.

SECTION 3 - Disability Insurance Plan with employee contribution of thirty cents (\$.30) per week.

ARTICLE XIV
RECIPROCAL RIGHTS

SECTION 1 - NON-DISCRIMINATION - The Employer shall administer this contract in a fair and impartial manner. The Employer shall not discriminate among employees for reasons of sex, age, race, national origin, religion or union activity.

SECTION 2 - UNION OFFICERS - Employees designated or elected as Union Officers or agents shall be permitted a reasonable amount of time free from their regular duties to process grievances and generally administer the terms and conditions of this Agreement. The Employer shall grant a total of six man days per year without loss of any or charge to accrued leave to the Unit President or his designee to attend Union Conventions and Workshops.

ARTICLE XV
GRIEVANCE PROCEDURE

SECTION 1 - It is the intent of the Employer and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be made available to employees without any fear of discrimination because of its use.

SECTION 2 - Any dispute involving terms and conditions of employment shall be processed according to the following procedure.

Stage 1 - The dispute shall be presented in writing to the employee's immediate supervisor who shall render a written decision within five (5) working days.

Stage 2 - In the event the employee receives no written response within the allotted time, or the dispute is not satisfactorily resolved, the dispute shall be presented to the Superintendent who shall render a written decision to the employee within five (5) working days.

Stage 3 - In the event the employee receives no written response within the allotted time or the dispute is not satisfactorily resolved, the dispute shall be presented to the Town Board or its designee who shall render a written decision to the employee within five (5) working days.

Stage 4 - In the event that no written response is received within the allotted time, or the dispute is not satisfactorily resolved, the Union or Employer may request arbitration by PERB. The arbitrator to hear the dispute shall be selected pursuant to the rules and procedures of PERB. The arbitrator selected by the above procedure shall hold a hearing and render his decision within thirty (30) days of the close of the hearing.

ARTICLE XVI

SEPARABILITY

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 court of law, the remaining Articles of this Agreement, or any additions thereto shall not be affected.

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

ARTICLE XVII

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 XVIII

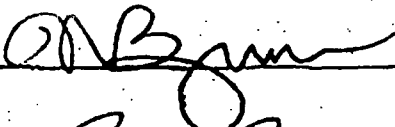
DURATION

THIS AGREEMENT SHALL BECOME EFFECTIVE JANUARY 1, 2000 AND CONTINUE UNTIL THE CLOSE OF BUSINESS DECEMBER 31, 2002. IF A SUCCESSOR AGREEMENT HAS NOT BEEN EXECUTED BY THE LATTER DATE, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT FOR A REASONABLE PERIOD OF TIME THEREAFTER.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN SIGNED BY THE DULY AUTHORIZED OFFICERS OF THE RESPECTIVE PARTIES ON THE DATE AND YEAR INDICATED.

Dated:

Town of Shandaken

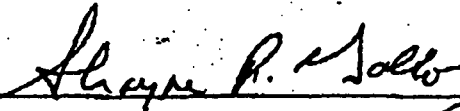
By 

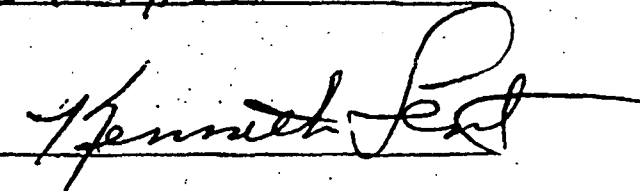
By 

Dated:

12/7/99

Civil Service Employees Association Inc.

By 

By 

APPENDIX 'A'

WAGE SCALE FOR: (HOURLY RATE)

	2000		2001		2002	
	HIRING RATE	JOB RATE	HIRING RATE	JOB RATE	HIRING RATE	JOB RATE
Laborer	10.82	11.97	11.51	12.71	12.23	13.48
H.M.E.O.	13.20	14.51	13.99	15.35	14.81	16.22
Mech.	13.57	14.90	14.37	15.76	15.20	16.65
Working Foreman	15.06	16.37	15.92	17.28	16.82	18.23

NOTE: The wage scale - Hourly rate schedule is based on the following: New employee shall be hired and placed on the hiring rate of his/her title and after 6 months of satisfactory probation said employee shall advance to the job rate of the title.

Temporary employees hired for additional help shall be paid at the hiring rate of laborer (no other title) receive no benefits pay, pays union dues, or agency fee (option is employees) and can only work to a maximum of 4 months in any calendar year.

Temporary employee hired to replace a permanent full time employee who's out on authorized leave shall receive the hiring rate of title said employee is replacing. Shall only receive pro-rated leave accruals work the contractual work day and work week and shall end employment when permanent full time employee returns to work.

Any temporary employee shall not have their temporary employment count towards their seniority or probationary period with the Town.

Contracting Out:

If the Town contracts out work, it shall not lay off any employee or cause any monetary losses to the employees. If the Town employees are directed to work with the contractors, they shall be paid by the Town the hourly rate of the contractor's employees or their regular hourly rate, whichever is higher.