

AGREEMENT

by and between the

TOWN OF CAMILLUS

and

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



Town of Camillus Unit 7816-00
Onondaga County Local 834

JANUARY 1, 2014– DECEMBER 31, 2017

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ARTICLE 1 – RECOGNITION

The Town of Camillus, hereinafter referred to as the “Town”, recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter 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 2 – BARGAINING UNIT

It is agreed for the purpose of this Agreement that the term “employee” and “employees” shall include all titles in the Town of Camillus, as certified by the Public Employment Relations Board Case Number C-17544. The Town of Camillus 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, either party may submit the issue to the Public Employment Relations Board for resolution.

ARTICLE 3 – ASSOCIATION SECURITY

1. DUES

Dues Deduction for all CSEA Sponsored Programs

The Employer hereby agrees to deduct biweekly from the pay of each employee covered by this Agreement an amount of money in payment of uniform dues in the Association and premiums for any other CSEA sponsored programs for those employees who have authorized such deductions by the Employer.

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 membership in the Association or because of lawful activities on behalf of the Association and his 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 workdays of the designated delegate. The Association is to notify the Town Supervisor a minimum of one (1) working day in advance of granting of such leave.

4. BULLETIN BOARDS

The Town agrees to provide access to one bulletin board in its various departments for the posting of notices by the Association. Such access to Town bulletin boards is not to include defamatory or political materials.

5. INSURANCE PROGRAMS

The Association shall have the right to designate a representative of the Association's Health and Accident Insurance Program and the Association's Life Insurance Program to visit the employees covered under this Agreement provided the appropriate Supervisor is assured that no inordinate interruption of work will be caused by such meeting.

6. LABOR RELATIONS SPECIALIST

The Association Labor Relations Specialist may, for the purpose of administering this Agreement, meet with employees covered under this Agreement on the job provided the appropriate Supervisor is assured that no inordinate interruption of work shall 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, will be based upon the type of Association meeting to be conducted, and the availability of the facility.

If the Town Hall is used, prior approval by the Town Supervisor, or designee, must be granted prior to its usage.

8. PROBATIONARY PERIOD

All employees hired after January 1, 2009 shall serve a probationary period of not less than eight (8) weeks and not more than nine (9) months of their employment. During the probationary period an employee may be terminated by the Town at its discretion.

Employees shall not be eligible for any contractually provided benefits during the first sixty (60) days of their initial probationary period with the Town except as expressly provided for in this Agreement.

Employees who advance to a new job classification may be required to serve a new probationary period in accordance with Civil Service Law. If the employee does not pass the probationary period, (s)he shall be returned to the position held prior to advancing to the new job classification. The employee may elect to return to his/her former position only during the first two (2) weeks in the new classification.

ARTICLE 4 – MANAGEMENT RIGHTS

Except as otherwise specifically provided for in this Agreement, the Town shall have the customary and usual rights, powers, and functions to direct the employees and to take whatever actions are necessary to carry out the mission of the Town, pursuant to laws, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE 5 – UNIFORMS

The Town will provide seven hundred dollars (\$700.00) annually for uniform allowance and the purchase of safety shoes to all bargaining unit employees on the active payroll as of January 1 of each year to be used toward the purchase of uniforms and safety shoes. Each department Supervisor, after receiving input from department members, shall designate the appropriate uniform (shirt, pants, logo) for the particular department. All department employees shall be required to wear the designated uniform and safety shoes at all times in a presentable condition. Bargaining unit employees hired after January 1 shall receive a prorated uniform and safety shoe allowance.

ARTICLE 6 – HEALTH AND SAFETY

The Town shall continue to make reasonable provisions for the health and safety of all its employees during their hours of employment.

The Town further agrees to provide reasonable and practicable protective devices and equipment necessary to protect employees from sickness and injury.

The Town and Association agree to establish a joint safety committee for the sole purpose of establishing safety rules and procedures.

ARTICLE 7 – HEALTH INSURANCE

1. The Town agrees to provide health insurance with prescription drug coverage for all bargaining unit employees and their families. Employees hired on or after January 1, 2009 shall not be eligible to participate in any Town-provided health insurance benefit until the employee has completed the sixty (60) day initial probationary period, as set forth in Article 3, paragraph 8 (Probationary Period) of this Agreement.

Effective January 1, 2014, the Town shall provide the following health insurance plan to active, eligible Town employees:

- A. Excellus Healthy Blue (HDHP) which will include “Blue for You.”

Each participating unit employee who is enrolled under this health insurance plan shall be required to contribute seventeen percent (17%) of the annual premium cost for individual, employee plus one, or family coverage, whichever is applicable. The Town shall fund eighty-nine percent (89%) of the

out-of-pocket maximum for individual, employee plus one, or family coverage, whichever is applicable, through a Health Savings Account (“HSA”) debit card. The Town shall contribute to each participating unit employee’s health savings account in two (2) installments each year. The first installment shall be made on or about January 15th annually; the second installment shall be made on or about July 15th annually. In the event that a participating unit employee exhausts the first HSA installment prior to July 15th, the individual may notify the Town Supervisor regarding the need for an accelerated HSA payment. In order to receive an accelerated HSA payment, the participating unit employee must provide the Town Supervisor with appropriate documentation to demonstrate that the first HSA installment has been exhausted and accelerated funding is necessary to cover additional covered expenses. Accelerated funding shall not be unduly withheld.

- B. Refer to Appendix A for a description of current coverage for Excellus Healthy Blue (HDHP).
2. In the event the Town shall change the health plan presently in effect, they shall notify the Association President at least thirty (30) days in advance of such change to give the Association an opportunity to review the new plan and submit its approval. Any changes in health insurance plans shall have coverage that is equal to or better than the Excellus Healthy Blue (HDHP), unless the parties agree otherwise.
 3. The Town shall pay one hundred percent (100%) of the individual’s health insurance in retirement and fifty percent (50%) of the dependent’s health insurance in retirement, provided the retiree was employed by the Town as a regular full-time employee on or before December 31, 2001 and the employee has ten (10) or more years of regular full-time service with the Town as of the date of his/her retirement. This provision shall also include employees retiring with a disability pension. The Town shall provide eligible employees coverage under the applicable plan in place at the time for active employees.
 - A. Employees who are hired by the Town on or after January 1, 2002 and who have fifteen (15) or more years of regular full-time service with the Town as of the date of his/her retirement, will be afforded individual and family health insurance coverage under the applicable plan in place at the time for active employees, but shall be required to pay twenty-five percent (25%) of the monthly health insurance premium contribution as active employees for individual coverage and fifty percent (50%) of the monthly health insurance premium contribution for family and employee plus one coverage. In addition, family coverage for retirees will only be provided if the retiree is unable to obtain coverage through any other source. This provision shall also include employees retiring with a disability pension.
 - B. Employees who are hired by the Town on or after January 1, 2011 and who have twenty (20) or more years of regular full-time service with the Town, as of the date of his/her retirement (Tier 5 employees), will be afforded individual and family health insurance coverage under the applicable plan in

place at the time for active employees, but shall be required to pay thirty percent (30%) of the monthly health insurance premium contribution for individual coverage and fifty percent (50%) of the monthly health insurance premium contribution for family and employee plus one coverage.

4. If any Town employee under this Agreement shall be 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 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 (6) month period shall commence on the date of the accident.
5. If any employee covered by this Agreement 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 employee enrolled in any of the Town's health insurance plans, and 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 shall be paid at the rate of one hundred dollars (\$100.00) per month.
 - B. An employee who has family coverage and elects to opt-out shall be paid at the rate of one hundred fifty dollars (\$150.00) per month.
 - C. Any employee who has received any Health Savings Account (HSA) contribution(s) pursuant to Article 7(1)(A) shall not be eligible to receive the opt-out reimbursement provided for in this paragraph 6 for any calendar year in which the employee has received an HSA contribution from the Town.

Any employee who elected to opt-out of the plan, regardless if the employee received the opt-out reimbursement, shall be eligible for re-enrollment in the plan upon notification to the Town and shall be subject to any plan enrollment requirements. Upon re-enrollment into the plan, the employee will cease receiving the opt-out 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 opt-out reimbursement program set forth above in paragraphs (A) and (B).
7. The Town and Association jointly commit to exploring alternate dental and vision benefit coverage with no obligation to agree on any specific terms.
8. The parties jointly commit to the establishment of a health insurance committee comprised of members of the Town Board and members of the Union Negotiating Committee to explore opportunities to reduce health insurance expenses.

ARTICLE 8 – JURY DUTY

Any unit employee who is 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 9 – WORKERS’ COMPENSATION AND DISABILITY BENEFITS LAW

1. WORKERS’ COMPENSATION LAW

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

2. DISABILITY BENEFITS LAW

All bargaining unit employees shall be covered by New York State Disability Insurance Law at the expense of the Town. Employees who incur a non-work related injury/illness will have the option to utilize accrued sick leave benefits during their “waiting period” and also to supplement DBL wage benefits.

ARTICLE 10 – SICK LEAVE

1. Commencing January 1, 2006 and January 1st of each year thereafter, all employees under this Agreement shall receive twelve days of sick leave each year, earned at the rate of one day per month. The Employer will advance six (6) sick days for serious illness/injury with proper medical documentation.

2. During each calendar year an employee may use six (6) days (48 hours sick leave) without verification from a physician’s office, but once six unverified days have been used, a physician’s office verification must be submitted to the Department Head’s Office for the use of remaining additional days. Sick leave may be used for the employee or a member of employee’s household.

Sick leave payout for unused sick leave upon separation from employment is \$5,000 for 165 days. The minimum payout is \$3,030 for 100 days; between 100 and 165 days, a payout of \$30.30 per day; or the employee may choose to offset medical family insurance benefits as a retiree up to the equal dollar amount of payout.

3. An employee’s sick leave accumulation shall be reduced by one (1) day for each sick day used. Employees may use accrued sick leave benefits in two (2) or more hour increments.

4. In the event an employee’s service with the Town is terminated, any sick leave used but not earned by an employee will be deducted from the employee’s final paycheck.

5. SICK LEAVE POLICY

An employee under this Agreement must provide medical verification for sick leave of three (3) or more consecutive days when requested by the Immediate Supervisor. Employees under this Agreement who are absent in excess of fourteen (14) consecutive sick leave days may be required, upon return to work, to submit to a physical examination to determine if employee is capable of performing his duties. If a physical is required, the Town shall pay the cost in full.

6. Employees on approved Family Medical Leave Act leave of absence may use accrued sick leave benefits, provided the leave is for their own serious health condition or to care for their spouse, child, or newborn or adopted child.

ARTICLE 11 – BEREAVEMENT LEAVE

1. In the event of death of one of the following members of an employee's family: parents, including foster or stepparents; grandparents; grandparents-in-law; mother-in-law; father-in-law; spouse; children; brother or sister of employee or spouse, the employee under this Agreement shall be granted time off with pay for three (3) days. One (1) day shall be given for other near relatives, defined to mean aunts and uncles.
2. In addition to the benefits provided in paragraph 1 above, employees shall be excused from a scheduled day of work on the date of death of any of the employee's family members identified above.

ARTICLE 12 – PERSONAL DAYS

Each employee under this Agreement shall be entitled to take up to three (3) paid personal days each calendar year. Personal day benefits may be taken in two or more hour increments with prior Department Head approval. Employees will be generally allowed to take personal days if requested with a minimum of 24 hours' notice subject to Department Head approval. Employees will be eligible to take personal leave days on a workday before or after a holiday or before or after a vacation provided prior approval by the Department Head is obtained and the employee takes a full day.

Employees hired on or after January 1, 2009 shall have their personal days prorated based on their date of hire with the Town.

ARTICLE 13 – HOLIDAYS

1. All employees covered by the Agreement shall be entitled to the following paid holidays per year:

- New Year’s Day
- M.L. King Day
- President’s Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Election Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day
- Floater (designated by Dept. Head which will be communicated on or before January 15 of each year)

When a holiday falls on Saturday, the preceding Friday shall be observed. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

2. Each employee under this Agreement who works on a holiday shall receive his/her holiday pay plus time and one-half (1 ½) the straight time hourly rate for all hours worked except for Thanksgiving Day, Christmas Day, and New Year’s Day which shall be paid at the rate of two (2) times the straight time hourly rate for all hours worked.

ARTICLE 14 – VACATIONS

1. All employees covered by this Agreement shall receive vacation with pay in accordance with this Article.

2. Subject to the provisions of paragraph 3 below, bargaining unit employees hired on or before December 31, 2001 shall be eligible for vacation time and pay as follows:

Less than 1 year of service	0
1 year of service through 5 years of service	2 weeks
6 years of service through 10 years	3 weeks
11 years of service through 15 years	4 weeks
16 years of service through 25 years of service	5 weeks
26 years of service or more	6 weeks

Bargaining unit employees hired on or after January 1, 2002 shall be subject to the above vacation eligibility schedule but maximum vacation entitlement shall not exceed 4 weeks.

3. At the time an employee completes one year of service (s)he will be entitled to take his/her two weeks of vacation. On January 1st, following the employee’s first anniversary, the employee shall receive a prorated portion of the vacation benefit based on the number of full months worked from the employee’s anniversary date through January 1st (inclusive of personal leave, sick leave, bereavement leave, etc.).

Thereafter, the employee will be placed on the same vacation eligibility schedule applicable to other Town employees as set forth in this Article. On the date the employee commences his or her sixth, eleventh, sixteenth, and twenty-sixth year of service, the employee will be allowed to take the additional week of vacation entitlement, as provided above, between the employee's anniversary date and January 1 of the following year. If an employee is unable to take the additional one week vacation benefit earned as a result of achieving the incremental year of service (6, 11, 16, 26), as determined by the Department Head, 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 December 31 or be forfeited.

4. At termination of employment, the employee under this Agreement shall be paid for all earned but unused vacation.
5. Employees under this Agreement shall be granted vacation selection by seniority. During the period of the last week of May through the first week of September, employees shall be limited to two weeks of vacation so that as many employees as possible in the department can take vacation during this period. This does not preclude the Department Head from granting an employee, based upon seniority, the right to take more than two weeks if all other employees have had the opportunity to schedule two weeks and department operations will not be adversely affected.
6. If a paid holiday is observed during an employee's vacation period an additional day of vacation shall be granted.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

The Town and the Association shall continue to discuss the concept of a four-day workweek on a department by department basis.

1. The regular workday and workweek for the various departments shall be as follows:
 - 7:00 AM to 3:30 PM Monday through Friday (May vary in Parks and Recreation Department during the winter season)

During the summer, the regular work hours may be from 6:00 AM to 2:30 PM, as determined by the Department Head in the Buildings and Grounds Department and the Parks and Recreation Department. The workweek shall remain Monday through Friday.

The least senior Maintenance Worker I in the Building and Grounds Department shall work from 1:00 PM to 9:30 PM Monday through Thursday and from 7:00 AM to 3:30 PM on Friday.

2. All employees shall be entitled to one (1) thirty (30) minute lunch period.

3. All employees shall receive work breaks as follows:
 - AM – 15 minutes to be taken before 10:30 AM
 - PM – 15 minutes to be taken before 2:00 PM
4. Any unit employee under this Agreement 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 ½) times their hourly rate for all hours worked.
5. All leave time paid shall be counted as time worked for computing overtime.
6. The Town agrees that overtime will be offered to employees under this Agreement on a rotating seniority basis to equalize distribution of overtime within each department. Any offer of overtime, whether the employee accepts or not, shall be considered as overtime worked for the purposes of computing equalization of worked overtime.
7. Any unit employee under this Agreement called in to work prior to the regular starting time, or called back to work after regular quitting time, shall be paid two (2) hours straight time in addition to any hours worked. Employees under this Agreement who work twelve (12) or more straight continuous hours shall receive a meal allowance of six dollars and fifty cents (\$6.50).
8. “Call-In Time” or “Recall” shall mean an actual “call-in” or “recall” after leaving a regularly scheduled shift or being “called-in” or “recalled” prior to regularly scheduled shift. A scheduled day or shift at the overtime rate shall not be considered “recall” or “call-in” for purposes of this paragraph.

ARTICLE 16 – GRIEVANCE AND ARBITRATION

- A. Any employee under this Agreement, except employees with less than nine (9) months of employment, shall have the right to challenge the existence of good and sufficient cause of discharge or discipline, including written reprimand, suspension with or without pay, or demotion, by filing a grievance at step two (2) and proceeding to step three (3), if necessary, with Association approval. Discipline shall not be imposed for misconduct occurring more than eighteen (18) months prior to the date of discipline unless the Town was not aware of the misconduct and then the applicable time shall be 18 months from the date the Town learns of the misconduct.
- B. When the Employer seeks the imposition of a written reprimand, suspension without pay, loss of accrued leave credits, or discharge, notice of such discharge or discipline shall be made in writing with copies provided to the employee and the CSEA Labor Relations Specialist. Disciplinary and discharge notices will be provided in person to the affected employee, if possible, and to the CSEA Specialist via email and regular mail. The notice of such discipline shall contain the basis for

the discipline being imposed, including the acts or other misconduct that gave rise to the discipline or discharge, as well as the penalty imposed.

STEP 1

Any employee who believes (s)he has a justifiable grievance shall discuss the matter with the 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, 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, (s)he 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 authorized designee. The grievance shall be in writing and contain statements relating to the nature of the grievance. Within five (5) working days after receiving the request for a step two (2) hearing, the Town Supervisor shall convene a meeting for the aggrieved employee and the Association Representative(s).

Thereafter, the Town Supervisor shall answer in writing within five (5) working days after the meeting, the decision for the resolution of the grievance.

All time limits contained in this Article may be extended by mutual agreement between both parties. Extensions shall be confirmed in writing by the party requesting them.

STEP 3

In the event that the grievance is not adjusted at the conclusion of step two (2), the grievance, through the Civil Service Employees Association, may request in writing the appointment of an arbitrator from PERB and/or the American Arbitration Association within thirty (30) working days after receipt of the decision rendered at the conclusion of step two (2).

The expense of the arbitration will be shared equally between the Town and Association. The decision of the arbitrator will be final and binding upon both parties of the Agreement.

The arbitrator shall have no power to add, to subtract from, or modify any of the conditions or provisions of the Agreement, however, in the event a dispute arises as the issues to be determined in the arbitration, said arbitrator is hereby empowered to not only resolve the dispute, but to determine the issues to be decided.

Use of this grievance and arbitration procedure is the exclusive procedure to challenge any discharge or discipline as defined above.

ARTICLE 17 – SENIORITY

Seniority shall be defined as length of continuous full-time service with the Town of Camillus since the last date of hire of an employee.

An employee under this Agreement who has terminated service with the Town and who is subsequently rehired by the Town within three (3) months thereafter, shall, for the purpose of seniority, be deemed to have continuous service.

ARTICLE 18 – LAYOFF AND RECALL

1. In the event of layoff or reduction in force resulting from the consolidation or closure of a department or any other reason, employees in a temporary or probationary status shall be the first to be laid off before any regular full-time employees.
2. Thereafter, permanent employees under this Agreement within the Department in which the layoff occurs shall be laid off in inverse order of seniority.
3. An employee under this Agreement who is laid off in compliance with paragraph two (2) above shall first have the right to displace (bump) the least senior employee in a job classification of equal hourly job rate; (s)he shall have a sixty (60) day period of time in which to become qualified for the position.

If the employee under this Agreement does not qualify for the position within a sixty (60) day timeframe, or in the event that a laid off employee is not senior to another employee in a job classification of “equal hourly job rate,” then (s)he shall have the right to displace (bump) the least senior employee in a lower paid job classification. The laid off employee shall have a sixty (60) day period of time in which to become qualified for the position. If the employee does not meet the qualifications for the position within a sixty (60) day timeframe, (s)he shall then be laid off.

4. Employees under this Agreement who are laid off shall be placed on a recall list for a period of time not to exceed two (2) years. If a vacancy occurs during the existence of a valid recall list, employees shall be recalled according to their respective seniority date. Recall shall be by certified mail to the employee’s home address, as filed with the Town. The employee shall have ten (10) working days to respond and failure to respond in a timely fashion will be considered as a voluntary quit and the employee shall be removed from the recall list.

ARTICLE 19 – OUT-OF-TITLE PAY

1. If an employee under this Agreement is assigned temporarily to perform duties of a higher classification in an emergency situation, the employee shall be compensated for such duties at the higher rate of pay.

2. Any employee under this Agreement who performs the duties of a working group leader shall be compensated at two (2) dollars per hour over their present hourly rate.
3. Employees under this Agreement operating special equipment or handling materials as defined in paragraph four (4) below, effective March 4, 2002, shall be compensated at one dollar and seventy-five cents (\$1.75) per hour over their present hourly rate.
4. As approved by the Highway Superintendent or other appropriate Department Head, pertaining to qualifications, Laborers, and Park Maintenance Workers will be entitled to receive the \$1.75 “special equipment” or “material handling” rate provided in paragraph three (3) above when assigned to operate or handle the following equipment or materials:

Gradall	Any Five-Axle Vehicle	Grapple Truck
Paver	10-Ton Roller (Highway)	Jet Rodder
Backhoe	Street Sweeper (Highway)	Excavator
Zamboni	Bull-Dozer	
Loader Machine (still applies to all departments except Highway)		

MEOs, except Park Maintenance Worker, shall be entitled to receive the (\$1.75) rate only when operating any five-axle vehicle, grapple truck, jet rodder, backhoe, excavator, and badger (gradall).

ARTICLE 20 – RETIREMENT

The Town shall provide employees under this Agreement with the applicable pension plan and the guaranteed ordinary death option 60-b of the New York State Employees Retirement System and option 41-j application of unused sick leave as additional service credit upon retirement. Allowable sick leave is limited to 225 days and is applied as additional service credit on a calendar year basis.

Retirement, as the term is used in this Agreement and the Town Employee Handbook, shall mean a person eligible for “retirement” under the New York State Employees Retirement System.

ARTICLE 21 – 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 respective parties that may develop during the term of this Agreement.

ARTICLE 22 – 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 23 – JOB POSTING

The Town agrees it will post for up to five (5) working days a notice of any newly created or vacant position covered by this Agreement in each work location throughout the Town. An employee interested in being considered for the posted position shall notify the Town in writing no later than three (3) workdays after the closing date of the posting. Employees who notify the Town of their interest in a posted position will be interviewed by the Department Head and provided written notification as to whether (s)he was selected for the position.

ARTICLE 24 – WAGE SCHEDULE

A new employee under this Agreement shall be paid at the hiring rate to the wage schedule and, after the completion of nine (9) months of employment, said employee shall be moved to the job rate.

- A. Effective January 1, 2014, all base rates shall be increased by two percent (2.0%).
- B. Effective January 1, 2015, all base rates shall be increased by two percent (2.0%).
- C. Effective January 1, 2016, all base rates shall be increased by two percent (2.0%).
- D. Effective January 1, 2017, all base rates shall be increased by two percent (2.0%).
- E. Employees who worked during the period January 1, 2014 through December 31, 2015; and to the extent applicable, up to the date of ratification, will receive the appropriate retroactive wage increase. These payments will be made within a reasonable time period after ratification by the Union membership.

Any employee in the title of Laborer shall be advanced to a MEO Trainee within nine (9) months of receiving his/her valid Commercial Driver's License (Class B).

HOURLY HIRE RATE

POSITION	2014	2015	2016	2017
Mechanic	\$20.88	\$21.30	\$21.73	\$22.16
Mechanic's Helper	\$16.94	\$17.28	\$17.62	\$17.97
MEO	\$16.94	\$17.28	\$17.62	\$17.97
Weighmaster	\$16.94	\$17.28	\$17.62	\$17.97
Maintenance Worker I	\$16.94	\$17.28	\$17.62	\$17.97
MEO Trainee	N/A	N/A	N/A	N/A
Park Maintenance Worker	\$16.94	\$17.28	\$17.62	\$17.97
Laborer	\$14.79	\$15.09	\$15.39	\$15.70
Landfill Attendant	\$11.31	\$11.54	\$11.77	\$12.00
Custodial Worker I	\$14.79	\$15.09	\$15.39	\$15.70

HOURLY JOB RATE

POSITION	2014	2015	2016	2017
Mechanic	\$22.38	\$22.83	\$23.29	\$23.75
Mechanic's Helper	\$19.83	\$20.23	\$20.63	\$21.04
MEO	\$19.83	\$20.23	\$20.63	\$21.04
Weighmaster	\$19.83	\$20.23	\$20.63	\$21.04
Maintenance Worker I	\$19.83	\$20.23	\$20.63	\$21.04
MEO Trainee	\$16.94	\$17.28	\$17.62	\$17.97
Park Maintenance Worker	\$19.83	\$20.23	\$20.63	\$21.04
Laborer	\$15.59	\$15.90	\$16.22	\$16.54
Landfill Attendant	\$11.31	\$11.54	\$11.77	\$12.00
Custodial Worker I	\$15.59	\$15.90	\$16.22	\$16.54

A MEO Trainee shall have nine (9) months to qualify as a MEO. Once a MEO Trainee qualifies for a MEO position, the trainee shall automatically advance to a MEO. If a MEO Trainee is unable to meet the qualifications for the MEO position within a nine (9) month timeframe, the trainee shall be returned to his or her formerly held position. If the MEO Trainee is a new employee and does not qualify as a MEO within the nine (9) month timeframe, (s)he may be “laid off” or, at the discretion of the Highway Superintendent, placed in another position.

ARTICLE 25 – TOOL INSURANCE

The Town suggests that employees under this Agreement who provide their own tools, secure tool insurance against loss of tools due to fire, theft, etc. The Town will reimburse that individual fifty percent (50%) of the premium to a maximum of one hundred and twenty-five dollars (\$125.00) for said insurance. This will be paid upon submission of a bona fide receipt of payment of premium with the submission of a voucher for said reimbursement.

ARTICLE 26 – INFORMATION

1. On the effective date of this Agreement, the Town shall supply to the 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, membership status, insurance deductions, and first date of employment. Such information shall hereinafter be provided to said CSEA Unit semi-annually (twice a year).
2. The Town shall supply to the Association the name, item number, work location, and date of hire of all new employees.

ARTICLE 27 – SUCCESSOR CLAUSE

1. This Agreement shall be binding upon the Town and its successors, assignees, lessees, or transferees of the Employer or any other parties to contracts with the Town which successors, assignees, lessees, and transferees of parties provide services similar to those provided by employees of the bargaining unit represented by the Association.
2. Notwithstanding paragraph 1 above, the Town shall have the right to contract out, provided that there is no loss of regular full-time bargaining unit employees as a direct result of the Town’s decision. Any reductions of employees shall be accomplished only through attrition or discharge for “just cause”.

ARTICLE 28 – CONTRACT DURATION

This Agreement is effective as of January 1, 2014 and shall terminate on December 31, 2017.

Neither party to the Agreement shall make or attempt to make any alteration, change, modification, or variation of any items covered by this Agreement unless it is mutually agreed to in writing by the parties.

ARTICLE 29 – TITLED TRANSFERS

Bargaining unit employees shall have first preference to fill posted vacancies before the Town hires from the outside provided they are qualified to perform the duties of the job as determined by the appropriate Department Head.

ARTICLE 30 – EDUCATION AND TRAINING

1. The Town will reimburse bargaining unit employees, beginning with courses taken after January 1, 2003, fifty percent (50%) of the applicable tuition rate for up to six (6) credit hours per calendar year provided the course is generally job related, as approved by the Town, and the employee achieves a grade of “C” or better or a “pass” grade for “pass/fail” designated courses.
2. The Town shall provide training on Town equipment to obtain a CDL license and will allow unit employees to utilize Town equipment to take their DMV road test provided employees have a permit to operate the vehicle.

ARTICLE 31 – PERSONNEL FILE REVIEW

Bargaining unit employees shall be allowed to review his/her personnel file annually provided that (a) the employee makes an advance request to the applicable Department Head; (b) the review is done before or after the employee’s work shift; and (c) the review is done in the presence of a designated Town Official. Employees complying with the above requirements may request that an Association representative be present during the review and the employee may provide a written response to any information found in his/her personnel file, which will be added to the employee’s file.

ARTICLE 32 – LEAVE REQUESTS

Employees shall be required to submit in writing requests for vacation and personal leave on forms provided by the Town. The Supervisor or Department Head shall sign and return a copy of such request to the employee and the employee’s request shall not be arbitrarily or unreasonably denied.

ARTICLE 33 – DRUG TESTING

Bargaining unit employees not covered under the DOT Workplace Drug regulations shall be subject to post accident drug testing.

ARTICLE 34 – TOWN SERVICE BENEFITS FOR EMPLOYEES

1. For the purpose of this Article the term “Household” means the employee and the employee’s spouse or domestic partner and the employee’s children under age twenty one (21) (regardless of residence) and domestic partner’s children under age twenty one (21) living at the residence.
2. For all CSEA Bargaining Unit Employees in the Town of Camillus fees for seasonal passes for recreation for employees and their households are waived. CSEA will provide an updated employee list to the Town and household members by ratification of the contract.
3. Any recreation program requiring a fee paid to the Town of Camillus will be provided at a 50% discount for unit employees and households.

ARTICLE 35 – RESIDENCY

The Town residency requirement is waived for bargaining unit members upon ten (10) years of continuous full-time equivalent employment.

ARTICLE 36 – NON-DISCRIMINATION

The Employer and the Association agree not to be discriminate against employees on the basis of sex, age, color, creed, national origin, military status, sexual orientation, marital status or political affiliation either in employment or membership. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications regardless of sex.

ARTICLE 37 – 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.”

CONTRACT DURATION & SIGNATURES

This Agreement is effective as of January 1, 2014 and shall terminate on December 31, 2017. Signed this _____ day of January, 2016.

FOR:
CSEA INC, LOCAL 1000

FOR:
TOWN OF CAMILLUS

Frank Antonucci
Labor Relations Specialist

Mary Ann Coogan
Town Supervisor

Jim Kelly, Unit President

William Davern, Councilor

Peter Bullock

Richard Criffo, Councilor

Ann Eckert, Treasurer

David M. Ferrara, Esq. Chief Spokesperson
Bond, Schoeneck & King PLLC

Jim Myers

APPENDIX A



HealthyBlue benefits

Prepared for Town of Camillus

3.10.11

