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Contract Database Metadata Elements

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Employer Name: **Callicoon, Town of**

Union: **Town of Callicoon Highway Department Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Sullivan County 853**

Effective Date: **01/01/99**

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Callicoon, Town Of And Csea Local
853 (Highway Dept Unit)

1331 To
29230 BC

AGREEMENT
BY AND BETWEEN
TOWN OF CALLICOON
AND THE
TOWN OF CALLICOON UNIT
SULLIVAN COUNTY LOCAL 853
OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION
LOCAL 1000 AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL/CIO

JANUARY 1, 1999 - DECEMBER 31, 2002

NY'S PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

SEP 25 2000

CONCILIATION

AGREEMENT MADE THIS 17th DAY OF AUGUST, 1999, BY AND BETWEEN THE TOWN OF CALLICOON, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF NEW YORK, WITH PRINCIPAL OFFICES AT JEFFERSONVILLE, IN THE TOWN OF CALLICOON, SULLIVAN COUNTY, NEW YORK, HEREINAFTER REFERRED TO AS THE EMPLOYER AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 -AFSCME AFL-CIO, THE RECOGNIZED UNION BY THE TOWN OF CALLICOON UNIT, SULLIVAN COUNTY LOCAL 853.

ARTICLE I
STATEMENT OF POLICY AND PURPOSE

SECTION 1. IT IS THE INTENT AND PURPOSE OF THE PARTIES HERETO BY ENTERING INTO THIS AGREEMENT TO PROMOTE HARMONIOUS AND COOPERATIVE RELATIONSHIPS BETWEEN THE TOWN OF CALLICOON AND ITS HIGHWAY DEPARTMENT EMPLOYEES AND TO PROTECT THE PUBLIC BY ASSURING TO THE PUBLIC THAT ALL TIMES THE ORDERLY AND UNINTERRUPTED OPERATIONS AND FUNCTIONS OF THAT DEPARTMENT WILL CONTINUE, AND TO COMPLY WITH THE STATUTORY REQUIREMENTS AS ARE SET FORTH IN THE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT (THE TAYLOR LAW).

ARTICLE II
APPLICABLE LAW

SECTION 1. THE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT (THE TAYLOR LAW), THE CIVIL SERVICE LAW AND THE LOCAL LAWS AND ORDINANCES OF THE TOWN OF CALLICOON WHICH ARE NOT INCONSISTENT WITH THE AFORESAID LAWS SHALL GOVERN THE TERMS OF THE AGREEMENT.

ARTICLE III
RECOGNITION, BARGAINING UNIT AND DUES CHECK OFF

SECTION 1. THE EMPLOYER RECOGNIZES THE CSEA AS THE SOLE AND EXCLUSIVE REPRESENTATIVE FOR ALL EMPLOYEES OF THE HIGHWAY DEPARTMENT OF THE TOWN OF CALLICOON FOR THE MAXIMUM PERIOD PERMITTED BY THE LAW; EXCEPT PART-TIME, TEMPORARY AND CETA EMPLOYEES.

SECTION 2. THE EMPLOYER SHALL DEDUCT FROM THE WAGES OF THE SAID EMPLOYEES AND REMIT TO THE PRINCIPAL OFFICE OF CSEA REGULAR MEMBERSHIP DUES AND PREMIUMS FOR CSEA SPONSORED INSURANCE PROGRAMS FOR THOSE EMPLOYEES WHO SIGN, OR WHO HAVE SIGNED, AUTHORIZATIONS PERMITTING SUCH PAYROLL DEDUCTIONS.

SECTION 3. THE EMPLOYER AGREES THAT THE CSEA SHALL BE THE SOLE AND EXCLUSIVE REPRESENTATIVE FOR ALL THE EMPLOYEES OF THE HIGHWAY DEPARTMENT OF THE TOWN OF CALLICOON FOR THE PURPOSE OF COLLECTIVE NEGOTIATIONS AND IN SETTLING GRIEVANCES, FOR THE MAXIMUM PERIOD PERMITTED BY THE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT; EXCEPT PART-TIME, TEMPORARY AND CETA EMPLOYEES.

SECTION 4. THE EMPLOYER SHALL GRANT A REASONABLE TIME OFF TO CSEA OFFICERS AND/OR DESIGNATED REPRESENTATIVES, WITHOUT LOSS IN PAY OR LEAVE CREDITS, PROVIDING THERE IS NO INTERRUPTION OF WORK WITHIN REASON IN THE HIGHWAY DEPARTMENT TO CARRY OUT THE ADMINISTRATIVE AND IMPLEMENTATION OF THIS AGREEMENT WITH RESPECT TO MATTERS RELATING TO SALARIES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

SECTION 5. WHEN REQUESTED BY AN EMPLOYEE, THE SENIOR CSEA OFFICER OR OTHER DESIGNATED REPRESENTATIVE SHALL BE PERMITTED TO ASSIST IN THE PREPARATION AND PRESENTATION OF AN ALLEGED OR ACTUAL DISPUTE OR GRIEVANCE INVOLVING SAID EMPLOYEE.

SECTION 6. REPRESENTATIVES OF CSEA SHALL BE PERMITTED ACCESS TO EMPLOYEES DURING WORKING HOURS TO DISCUSS WITH THEM MATTERS OF CONCERN TO THE EMPLOYEE INDIVIDUALLY OR COLLECTIVELY PROVIDING PERMISSION IS GRANTED OR THERE IS NO INTERRUPTION OF WORK WITHIN REASON IN THE HIGHWAY DEPARTMENT.

SECTION 7. LABOR/ MANAGEMENT COMMITTEE. AUTHORIZED SPOKESMEN FOR THE EMPLOYER AND THE UNION SHALL MEET, AT THE REQUEST OF EITHER PARTY, BY GIVING NOTICE OF 3 DAYS, IF POSSIBLE, TO DISCUSS QUESTIONS OF MUTUAL INTEREST OR DIFFERENCES. SUCH REQUEST SHALL BE IN WRITING AND SHALL INCLUDE A STATEMENT OF SPECIFIC SUBJECT MATTER TO BE DISCUSSED.

ARTICLE IV NO STRIKES OR LOCK-OUTS

SECTION 1. THE CSEA AFFIRMS THAT IT DOES NOT ASSERT THE RIGHT TO STRIKE AGAINST THE EMPLOYER, TO ASSIST OR PARTICIPATE IN ANY SUCH STRIKE, OR TO IMPOSE UPON ITS MEMBERS AN OBLIGATION TO CONDUCT, OR TO PARTICIPATE IN SUCH A STRIKE. THE EMPLOYER AGREES THAT THERE SHALL BE NO LOCK-OUT OF EMPLOYEES, AND THE CSEA AGREES THAT IT SHALL NOT CAUSE OR SANCTION EITHER DIRECTLY OR INDIRECTLY, ANY PICKETING, BOYCOTT, STRIKE OR ANY OTHER SLOWING DOWN OF WORK DURING THE LIFE OF THIS AGREEMENT. IN THE EVENT OF ANY SUCH UNAUTHORIZED ACTIVITY, THE CSEA SHALL NOTIFY THE PARTICIPATING EMPLOYEES THAT THEIR ACTIVITIES ARE A VIOLATION OF THIS AGREEMENT, AND SHALL CEASE FORTHWITH, AND THE CSEA SHALL ORDER THE EMPLOYEES TO RETURN TO WORK IMMEDIATELY.

ARTICLE V
WORKDAY - WORKWEEK

SECTION 1. WORKWEEK - THE WORKWEEK FOR ALL EMPLOYEES OF THE HIGHWAY DEPARTMENT SHALL BE FORTY (40) HOURS, FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY.

SECTION 2. WORKDAY - THE WORKDAY FOR ALL EMPLOYEES OF THE HIGHWAY DEPARTMENT SHALL BE EIGHT (8) HOURS PER DAY, FROM 7:00 AM TO 3:30 PM.

ARTICLE VI
COMPENSATION

SECTION 1. COMPENSATION - SCHEDULE A 1999-2002 ATTACHED.

SECTION 2. CALL-IN TIME - EMPLOYEES WHO ARE CALLED IN AFTER THEIR NORMAL WORK DAY (NOT A CONTINUATION OF THE DAY WORKED) HAS ENDED, OR ON THEIR DAY OFF, WHO WORK TWO HOURS OR LESS WILL BE COMPENSATED FOR TWO HOURS OF PAY AT THE APPLICABLE OVERTIME RATE.

SECTION 3. OVERTIME - THE EMPLOYER SHALL PAY AN OVERTIME RATE OF 1-1/2 TIME THE EMPLOYEES' HOURLY RATE FOR ALL OVERTIME WORKED IN EXCESS OF EIGHT HOURS IN ONE DAY, OR FORTY (40) HOURS IN ONE WEEK. SICK LEAVE, HOLIDAYS, VACATION, BEREAVEMENT AND PERSONAL LEAVE SHALL BE CONSIDERED AS TIME WORKED IN THE COMPUTATION OF OVERTIME EXCEPT AS NOTED IN HOLIDAY SECTION X.

ARTICLE VII
PENSION

SECTION 1. THE EMPLOYER SHALL PROVIDE SECTION 75i "20 YEAR CAREER" PLAN OF THE NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM AND SUBSECTION 60B AND 41J.

ARTICLE VIII
HEALTH INSURANCE

SECTION 1. THE EMPLOYER SHALL PAY THE TOTAL PREMIUM FOR EACH EMPLOYEE AND HIS DEPENDENTS UNDER THE STATEWIDE PLAN, AS PROVIDED FOR IN SECTION 163 (4) OF THE NEW YORK STATE CIVIL SERVICE LAW, WHICH IS PRESENTLY IN EFFECT; HOWEVER, THE TOWN SHALL HAVE THE RIGHT TO SUBSTITUTE A PLAN WITH BENEFITS EQUAL TO OR BETTER THAN THE PRESENT PLAN.

SECTION 2. EFFECTIVE JANUARY 1, 1999 THE EMPLOYER AGREES TO ADOPT THE CSEA EMPLOYEE BENEFIT FUND FAMILY, PLATINUM 12 VISION PLAN.

SECTION 3. EFFECTIVE JANUARY 1, 2000 THE EMPLOYER AGREES TO ADOPT THE CSEA EMPLOYEE BENEFIT FUND FAMILY EQUINOX DENTAL PLAN.

ARTICLE IX
DISABILITY INSURANCE

SECTION 1. THE EMPLOYER WILL PROVIDE DISABILITY INSURANCE AT NO COST TO THE EMPLOYEE WITH COVERAGE EQUAL TO OR BETTER THAN THAT PROVIDED BY THE FIRST REHABILITATION INSURANCE COMPANY OF AMERICA IN EFFECT ON DECEMBER 31, 1992.

ARTICLE X
HOLIDAY

SECTION 1. EMPLOYEES SHALL RECEIVE THE FOLLOWING HOLIDAYS OFF WITH PAY FOR AN 8 HOUR DAY:

NEW YEARS DAY	LABOR DAY
LINCOLN'S BIRTHDAY	COLUMBUS DAY
WASHINGTON'S BIRTHDAY	VETERANS' DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY

SECTION 2. IF ANY OF THE HOLIDAYS FALL ON A SUNDAY, THE FOLLOWING MONDAY SHALL BE OBSERVED AS SUCH HOLIDAY, AND IF ANY OF THE HOLIDAYS FALL ON A SATURDAY, THE PRECEDING FRIDAY SHALL BE OBSERVED AS SUCH HOLIDAY, EXCEPTING THAT THE SO-CALLED FEDERALLY MANDATED HOLIDAYS MUST BE OBSERVED ON MONDAY.

SECTION 3. FOR ALL WORK PERFORMED ON A HOLIDAY, THE EMPLOYEE SHALL RECEIVE COMPENSATION ACCORDING TO SECTION I PLUS TIME AND ONE-HALF PAY FOR THE HOURS OF WORK PERFORMED.

SECTION 4. IT IS AGREED THAT THERE IS NO PYRAMIDING OF OVERTIME.

SECTION 5 A. EMPLOYEES SHALL RECEIVE TWO (2) HOURS OFF WITH PAY FOR ELECTION DAY.

B. TIME OFF ON THIS DAY MAY ONLY BE WITHHELD WHEN EMERGENCY WEATHER RELATED CONDITIONS REQUIRE EMPLOYEE SERVICES.

SECTION 6. A. EMPLOYEES SHALL RECEIVE FOUR (4) HOURS OFF WITH PAY FOR EACH OF THE FOLLOWING DAYS:

CHRISTMAS EVE DAY

NEW YEAR'S EVE DAY

B. TIME OFF ON THIS DAY MAY ONLY BE WITHHELD WHEN EMERGENCY WEATHER RELATED CONDITIONS REQUIRE EMPLOYEE SERVICES.

C. IN THE EVENT THE EMPLOYEE WORKS THOSE HOURS, THE EMPLOYEE SHALL BE GIVEN THE APPROPRIATE TIME OFF SOME OTHER DAY OF THAT YEAR OR THE FOLLOWING YEAR.

ARTICLE XI
LEAVES

SECTION 1. VACATION LEAVES

(a) ALL EMPLOYEES SHALL BE GRANTED VACATION ACCORDING TO THE FOLLOWING SCHEDULE:

1 YEAR SERVICE-----5 DAYS
2 YEARS SERVICE-----10 DAYS
7 YEARS SERVICE-----15 DAYS
12 YEARS SERVICE-----20 DAYS

(b) ALL EMPLOYEES WHO HAVE COMPLETED TWENTY-ONE (21) YEARS OF SERVICE SHALL HAVE ONE (1) EXTRA DAY OF VACATION PER YEAR UP TO TWENTY-FIVE (25) YEARS OF SERVICE.

(c) EMPLOYEES MAY BE PAID IN ADVANCE FOR VACATION UPON THE FILING OF A WRITTEN REQUEST FOR SUCH PAYMENT WITH THE EMPLOYER.

(d) UPON SEPARATION FROM SERVICE, AN EMPLOYEE OR HIS ESTATE OR BENEFICIARY, AS THE CASE MAY BE, SHALL BE COMPENSATED, IN CASH, FOR HIS VACATION CREDITS.

(e) VACATIONS WILL BE SUBJECT TO THE APPROVAL OF THE HIGHWAY SUPERINTENDENT.

(f) WHEN SCHEDULED VACATION TIME OCCURS DURING THE DEER HUNTING SEASON, EMPLOYEES MAY BE RECALLED TO WORK ONLY IN AN EMERGENCY WEATHER RELATED CONDITION(S), IN WHICH CASE THE AFFECTED EMPLOYEE(S) VACATION LEAVE SHALL BE RESCHEDULED AT A TIME OF MUTUAL CONVENIENCE.

(g) EMPLOYEES MAY CARRY OVER TO THE FOLLOWING YEAR UP TO, BUT NOT TO EXCEED, FIVE (5) DAYS UNLESS VACATION HAS BEEN DENIED. IF VACATION TIME CARRIED OVER IS NOT USED WITHIN THE NEXT YEAR IT WILL BE FORFEITED.

SECTION 2. PERSONAL LEAVE

(a) COMMENCING EACH JANUARY 1 - PROVIDING THE EMPLOYEE HAS BEEN CONTINUALLY EMPLOYED AS A PERMANENT EMPLOYEE FOR A PERIOD OF 6 MONTHS PRIOR TO JANUARY 1 - SHALL BE ENTITLED TO FIVE (5) DAYS OF PERSONAL LEAVE FOR PERSONAL BUSINESS.

(b) ANY EMPLOYEE WHO COMMENCES TO WORK DURING THE YEAR SHALL HAVE TO BE EMPLOYED FOR A PERIOD OF 6 MONTHS AND SHALL THEN BE ENTITLED TO PERSONAL LEAVE AT THE RATIO OF 1 DAY FOR EVERY 2 MONTHS LEFT IN THE BALANCE OF THE YEAR.

(c) THE EMPLOYEE SHALL NOTIFY THE HIGHWAY DEPARTMENT AT LEAST 24 HOURS IN ADVANCE, UNLESS IT IS AN EMERGENCY, AND PERSONAL LEAVE SHALL NOT BE UNREASONABLY WITHHELD.

SECTION 2. (CONTINUED)

(d) PERSONAL LEAVE NOT USED WITHIN THE YEAR SHALL BE CREDITED THE FOLLOWING JANUARY 1 TOWARD THE EMPLOYEE'S SICK LEAVE ACCRUAL AND WITHIN THE MAXIMUM PERMITTED UNDER SICK LEAVE.

(e) IN THE EVENT OF AN EMPLOYEE TERMINATING EMPLOYMENT FOR ANY REASON WHATSOEVER, PERSONAL LEAVE DAYS NOT USED SHALL BE CONSIDERED FORFEITED, AND ALL RIGHTS THERETO TERMINATED.

SECTION 3. SICK LEAVE

(a) SICK LEAVE CAN BE TAKEN IN FOUR (4) HOUR BLOCKS WITH ONLY FOUR (4) TWO (2) HOUR BLOCKS ALLOWED ON AN ANNUAL BASIS. (EXPLANATION: SICK LEAVE MAY BE TAKEN 8 HOURS AT A TIME, 4 HOURS AT A TIME, AND FOUR TIMES A YEAR, 2 HOURS AT A TIME.)

(b) SICK LEAVE SHOULD NOT BE TAKEN TO EXTEND A NORMAL WORKDAY.

(c) EMPLOYEE SHALL ACCRUE SICK LEAVE ALLOWANCE AT THE RATE OF ONE DAY FOR EACH MONTH OF CONTINUOUS EMPLOYMENT UP TO AND INCLUDING A MAXIMUM OF 165 DAYS OF SICK LEAVE ALLOWANCE ACCRUAL.

SECTION 4. BEREAVEMENT LEAVE

IN THE EVENT OF DEATH OF A MEMBER OF AN EMPLOYEE'S IMMEDIATE FAMILY OR OF ANOTHER PERSON WHOSE LEGAL RESIDENCE IS THAT OF THE EMPLOYEE, SAID EMPLOYEE SHALL BE GRANTED UP TO THREE (3) DAYS PAID LEAVE WITHOUT CHARGE TO ANY OTHER PAID LEAVE ACCRUALS. (THE IMMEDIATE FAMILY IS DEFINED NORMALLY TO MEAN: HUSBAND, WIFE, SON, DAUGHTER, BROTHER, SISTER, FATHER, MOTHER, GRANDFATHER, GRANDMOTHER, FATHER-IN-LAW, MOTHER-IN-LAW, GRANDCHILDREN, OR ANY RELATIVE OF THE EMPLOYEE WHOSE LEGAL RESIDENCE IS THAT OF THE EMPLOYEE.)

SECTION 5. JURY DUTY

WHEN AN EMPLOYEE IS CALLED UPON TO SERVE ON A JURY OR GIVE AN APPEARANCE AS A WITNESS PURSUANT TO SUBPOENA OR OTHER ORDER OF THE COURT, SAID EMPLOYEES SHALL BE GRANTED A LEAVE OF ABSENCE WITH PAY WITH NO CHARGE AGAINST OTHER LEAVE. ALL FEES RECEIVED AS A WITNESS OR JUROR SHALL BE PAID TO THE EMPLOYER.

SECTION 6. ACCRUALS

(a) THE TOWN SHALL PROVIDE AN ACCOUNTING OF LEAVE ACCRUALS TO EACH UNIT EMPLOYEE AT LEAST ONCE EVERY SIX (6) MONTHS.

(b) PAYROLL CHECKS SHALL INCLUDE REGULAR AND OVERTIME HOURS.

ARTICLE XII
SENIORITY

SECTION 1. SENIORITY SHALL BE DEFINED AS THE LENGTH OF THE EMPLOYEES CONTINUOUS SERVICE FROM THE DATE OF HIS FIRST PERMANENT APPOINTMENT, SUBJECT TO CIVIL SERVICE RULES AND REGULATIONS.

SECTION 2. ROTATION OF OVERTIME: THE EMPLOYER WILL EQUALIZE OVERTIME AS EVENLY AS IS PRACTICABLE WITH DUE REGARD TO QUALIFICATIONS WITH EMPLOYEES INVOLVED AND THE WORK TO BE PERFORMED BASED ON SENIORITY.

SECTION 3. LAY-OFFS: ANY LAY-OFF NECESSITATED BY ECONOMIC CONDITIONS OR CHANGE IN PROGRAMS SHALL BE MADE CONSISTENT WITH SECTION 80, 81, AND 85 OF NEW YORK STATE CIVIL SERVICE LAW, BASED ON INVERSE SENIORITY.

SECTION 4. APPOINTMENTS:

(a) WHENEVER AN OPPORTUNITY FOR A JOB OPENING OCCURS IN OTHER THAN TEMPORARY POSITION OR IN AN EMERGENCY, A NOTICE OF SUCH JOB OPENING SHALL BE POSTED ON A BULLETIN BOARD, STATING THE JOB CLASSIFICATION, RATE OF PAY AND REQUIREMENTS IN ORDER TO QUALIFY. SUCH POSTED NOTICE SHALL BE FOR A PERIOD OF NOT LESS THAN 3 WORKING DAYS.

(b) DURING SUCH PERIOD, EMPLOYEES WHO WISH TO APPLY FOR THE OPEN POSITION MAY DO SO BY SUBMITTING AN APPLICATION IN WRITING TO THE HIGHWAY SUPERINTENDENT.

(c) THE SUPERINTENDENT OF HIGHWAYS SHALL GIVE DUE WEIGHT TO DEMONSTRATED SKILLS, ABILITIES AND COMPETENCE AND QUALIFICATIONS AS WELL AS SENIORITY FROM AMONG ANY QUALIFIED CANDIDATES BEFORE HE MAKES AN APPOINTMENT.

ARTICLE XIII
SAFETY AND WORKING CONDITIONS

SECTION 1. THE EMPLOYER AGREES TO MAKE POTABLE DRINKING WATER AVAILABLE AT ALL WORK LOCATIONS.

SECTION 2. THE EMPLOYER SHALL PROVIDE AN EXHAUST FAN IN THE HIGHWAY BARN SUFFICIENT TO EXPEL NOXIOUS FUMES, SMOKE, ETC., FROM THE BARN.

SECTION 3. BREAK PERIODS:

(a) ALL EMPLOYEES SHALL BE ALLOWED A ONE HALF (1/2) HOUR BREAK AFTER EACH FOUR (4) HOURS WITH PAY OF OVERTIME WORKED.

(b) ALL EMPLOYEES SHALL BE ALLOWED TWO (2) TEN (10) MINUTE COFFEE BREAKS EACH DAY.

SECTION 4. WORK CLOTHING: ALL EMPLOYEES SHALL BE PROVIDED WITH RAIN GEAR (COATS, BOOTS) AND WORK GLOVES. WELDING CLOTHING SHALL BE PROVIDED FOR EMPLOYEES' USE WHEN WELDING.

SECTION 5. LEAVE OF ABSENCE

(a) THE EMPLOYER MAY GRANT LEAVE OF ABSENCE WITHOUT PAY PURSUANT TO CIVIL SERVICE RULES AND REGULATIONS.

(b) THE EMPLOYEE ON AN UNPAID LEAVE OF ABSENCE SHALL NOT BE ENTITLED TO ANY FRINGE BENEFITS, BUT SHALL HAVE THE RIGHT TO CONTINUE HEALTH INSURANCE AT THE EMPLOYEE COST PROVIDING ARRANGEMENTS ARE MADE WITH THE HIGHWAY CLERK.

(c) THERE ARE NO OTHER PAID LEAVES OF ABSENCE EXCEPT AS DEFINED IN THIS AGREEMENT.

ARTICLE XIV
AGENCY SHOP

SECTION 1. THE PARTIES AGREE TO THE INITIATION OF AN AGENCY SHOP AND THE CHARGING OF AN AGENCY FEE TO NON-MEMBER UNIT EMPLOYEES. SUCH AGENCY SHOP FEE DEDUCTION SHALL BE AN AMOUNT EQUIVALENT TO THE DUES LEVIED BY THE UNION AND IN NO CASE SHALL THE AGENCY SHOP FEE BE AN AMOUNT IN EXCESS OF THE DUES LEVIED BY THE UNION.

ARTICLE XV
TENURE

SECTION 1. ALL EMPLOYEES WHO HAVE COMPLETED 12 MONTHS OF PERMANENT SERVICE SHALL BE ACCORDED THE PROTECTION OF SECTION 75 OF THE CIVIL SERVICE LAW AS IT RELATES TO REMOVAL AND DISCIPLINE.

ARTICLE XVI
SEVERABILITY

SECTION 1. IN THE EVENT THAT ANY PROVISION OF THE AGREEMENT SHALL AT ANY TIME BE DECLARED INVALID BY A COURT OF COMPETENT JURISDICTION OR THROUGH GOVERNMENT REGULATIONS OR DECREES, SUCH DECISION SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS OF THIS AGREEMENT, IT BEING THE EXPRESS INTENTION OF THE PARTIES HERETO THAT ALL OTHER PROVISIONS NOT DECLARED INVALID SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 2. IN THE EVENT OF A CHANGE IN ANY STATUTE WHICH WOULD AMEND OR MODIFY ANY PROVISION OF THIS AGREEMENT, OR OTHER TERMS AND CONDITIONS OF EMPLOYMENT, THE PARTIES HEREBY AGREE TO MEET FOR THE PURPOSE OF RE-NEGOTIATING THOSE PROVISIONS BY SAID CHANGE.

ARTICLE XVII
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

SECTION 1.

(a) NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS DELEGATING THE AUTHORITY CONFERRED BY LAW ON ANY ELECTED OR APPOINTED OFFICIAL OF THE TOWN OF CALLICOON, OR IN ANY WAY TO REDUCE OR ABRIDGE SUCH AUTHORITY.

(b) THE RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO THE FOLLOWING:
TO DETERMINE THE STANDARD OF SERVICES TO BE OFFERED BY THE TOWN OF CALLICOON, NOT INCONSISTENT WITH APPLICABLE LAW;

TO DIRECT EMPLOYEES IN THEIR RESPECTIVE POSITIONS;
TO HIRE, PROMOTE, TRANSFER, ASSIGN, LAY-OFF AND RETAIN EMPLOYEES AND TO SUSPEND, DEMOTE, DISCHARGE OR TO TAKE DISCIPLINARY ACTION AGAINST EMPLOYEES;

TO MAINTAIN THE EFFICIENCY OF GOVERNMENT OPERATION ENTRUSTED TO THEM;

TO DETERMINE THE METHOD, MEAN AND PERSONNEL BY WHICH SUCH OPERATIONS ARE TO BE CONDUCTED;

TO TAKE WHATEVER ACTION MAY BE NECESSARY TO CARRY OUT THE MISSION OF THE HIGHWAY DEPARTMENT WHEN ONE IS CONCERNED IN A SITUATION OF EMERGENCY.

ARTICLE XVIII
APPROVAL OF THE LEGISLATIVE BODY

SECTION 1. PURSUANT TO SECTION 204-a OF THE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT, 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIX
ENTIRE AGREEMENT

SECTION 1. THE TERMS AND PROVISIONS HEREIN CONTAINED CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL SUPERSEDE ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS, AGREEMENTS, OR PAST PRACTICES, EITHER VERBAL OR WRITTEN, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER.

ARTICLE XX
DURATION OF AGREEMENT

SECTION 1. THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE JANUARY 1, 1999 AND SHALL TERMINATE DECEMBER 31, 2002.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE RATIFIED THIS AGREEMENT AND HAVE CAUSED THE SAME TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

DATED THIS 17th DAY OF AUGUST 1999.

TOWN OF CALLICOON UNIT OF THE
SULLIVAN COUNTY LOCAL OF THE
CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC. LOCAL 1000
AFSCME - AFL/CIO

BY: Aaron Helleur
UNION REPRESENTATIVE

TOWN OF CALLICOON
DATED THIS 25th DAY OF AUGUST 1999

BY: [Signature]
SUPERVISOR

THE CSEA, INC.
DATED THIS 17th DAY OF AUGUST 1999

BY: Bob O'Carroll
COLLECTIVE BARGAINING SPECIALIST

SALARY SCHEDULE "A"

SECTION 1. EFFECTIVE JANUARY 1, 1999, HMEO SALARY SCHEDULES SHALL BE INCREASED AS FOLLOWS:

EFFECTIVE JANUARY 1, 1999 INCREASE OF 3%
EFFECTIVE JANUARY 1, 2000 INCREASE OF 2.5%
EFFECTIVE JANUARY 1, 2001 INCREASE OF 3%
EFFECTIVE JANUARY 1, 2002 INCREASE OF 3%

SECTION 2. HMEO NEW HIRES = ONE DOLLAR (\$1.00) LESS PER HOUR THAN THE HMEO RATE. HMEO NEW HIRES WHO HAVE COMPLETED TWELVE (12) MONTHS OF CONTINUOUS SERVICE WITH THE TOWN SHALL BE PLACED AT THE PREVAILING HMEO RATE.

EFFECTIVE:

	<u>NEW HIRES</u>	<u>AFTER 1 YEAR</u>
1/1/99	\$11.97	\$12.97
1/1/2000	\$12.29	\$13.29
1/1/2001	\$12.69	\$13.69
1/1/2002	\$13.10	\$14.10