



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Woodstock, Town of and Town of Woodstock Highway Department Unit, United Public Service Employees Union (UPSEU) (2018)**

Employer Name: **Woodstock, Town of**

Union: **Town of Woodstock Highway Department Unit, United Public Service Employees Union (UPSEU)**

Local:

Effective Date: **01/01/2018**

Expiration Date: **12/31/2019**

PERB ID Number: **10929**

Unit Size:

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC | 10929

COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF WOODSTOCK

and the

UNITED PUBLIC SERVICE EMPLOYEES UNION

January 1, 2018 – December 31, 2019

1/1/18 - 12/31/19

1 PREAMBLE	1
1.1 Notice of Agreement	1
2 MANAGEMENT RIGHTS	1
2.1 Management Rights Clause	1
2.2 Others Performing Bargaining Unit Work	1
2.3 Filling of Vacancies	1
3 UNION RIGHTS	2
3.1 Recognition	2
3.2 Bargaining Unit	2
3.3 Union Membership	2
3.4 Leave for Grievances and Hearings	3
3.5 Leave for Negotiations	3
3.6 Bulletin Boards	3
4 EMPLOYEE RIGHTS	3
4.1 Seniority	3
4.2 Layoff Procedure	4
5 DUE PROCESS PROCEDURES	4
5.1 Grievance Procedure	4
5.2 Disciplinary Procedure	5
6 HOURS OF WORK	5
6.1 Schedule	5
6.2 Time Records	6
6.3 Notification of Absence	6
6.4 Meal Period	7
6.5 Rest Period	7
7 COMPENSATION	7
7.1 Rates of Pay	7
7.2 Premium Pay for Overtime	7
7.3 Out-of-Title Pay	8
7.4 Call-In Pay	8
8 PAID LEAVE	9
8.1 Holidays	9
8.2 Vacation Leave	10
8.3 Sick Leave	11
8.4 Leave for Personal Business	13
8.5 Bereavement Leave	13
8.6 Jury Duty	14
9 MEDICAL BENEFITS	14
9.1 Medical Insurance	14
9.2 Medical Insurance Buy-Out	15
9.3 Medical Insurance for Retired Employees	16

10 DISABLED EMPLOYEES	16
10.1 Workers' Compensation	16
10.2 Short-Term Disability Insurance	17
11 GENERAL PROVISIONS	17
11.1 Anniversary Bonus	17
11.2 Work Accouterments	18
12 EXECUTION OF AGREEMENT	18
12.1 Duration of Agreement	18
12.2 Savings Clause	18
12.3 Legislative Action	18
12.4 Execution of Agreement	19

1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Woodstock, hereinafter referred to as the "Town" and the United Public Service Employees Union, hereinafter referred to as the "Union".

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 The rights and responsibilities to operate and manage the business and affairs of the Town of Woodstock are vested exclusively in the Town, and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise, the right to:

- hire, assign, promote, transfer, furlough, lay off, evaluate, and discipline employees for just cause;
- select, test, train and determine the ability and qualifications of employees;
- determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards;
- implement and comply with regulations and requirements issued by any government agency;
- make, modify and enforce reasonable rules of employee conduct and safety;
- determine, control and change the quality and nature of products, materials and services;
- introduce new or improved methods, equipment, techniques and processes;
- contract and subcontract for materials, services, supplies and equipment; and
- exercise all other rights pertaining to the operation and management of the business and affairs of the Town of Woodstock, unless expressly provided otherwise in this Collective Bargaining Agreement.

2.2 Others Performing Bargaining Unit Work

2.2.1 Supervisors Performing Bargaining Unit Work: The Superintendent of Highways and Deputy Superintendent of Highways may perform bargaining unit work to meet the operating needs of the department. Such work shall not infringe upon bargaining unit exclusivity.

2.3 Filling of Vacancies

2.3.1 Selection: The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Town and shall not be subject to the Grievance Procedure.

2.3.2 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The Town recognizes the the United Public Service Employees Union as the sole and exclusive collective-bargaining representative with respect to terms and conditions of employment for employees identified in 3.2.1, below.

3.2 Bargaining Unit

3.2.1 Inclusion: All full-time Laborers, HMEOs, MEOs, and Mechanics in the Highway Department (PERB Case Number C-6439).

3.2.2. Exclusion: All other employees.

3.2.3 Full-Time Employee: For purposes of this Collective Bargaining Agreement, the term "full-time employee" means an employee who is *regularly scheduled* to work a minimum of **forty** hours per week throughout the year.

3.2.4 Temporary Personnel: For the purposes of this Collective Bargaining Agreement, a temporary employee will mean someone employed on an interim or "as needed" basis (including someone who is replacing another employee on an approved leave of absence) or who is employed to work on a special or emergency basis for a specified period, consistent with the Civil Service Law as applicable. Temporary personnel are not covered by this Collective Bargaining Agreement. The utilization of temporary employees shall not infringe upon bargaining unit exclusivity.

3.2.5 Seasonal Personnel: For purposes of this Collective Bargaining Agreement, the term "seasonal employee" will mean an employee who is employed to work for a given season. Seasonal personnel are not covered by this Collective Bargaining Agreement. The utilization of seasonal employees shall not infringe upon bargaining unit exclusivity.

3.3 Union Membership

3.3.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Town will deduct and remit the dues, initiation fees, and/or assessments from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis. The Union shall notify the Town of the amount to be deducted. Such dues and agency shop fees shall be remitted to:

United Public Service Employees Union
3555 Veterans Highway, Suite H
Ronkonkoma, NY 11779

3.3.2 Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct the service fee from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis.

3.3.3 Indemnification Clause: The Town assumes no obligation with respect to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Town from and against the cost of such action or proceeding and to pay any judgment entered against the Town in such action or proceeding and to pay all costs upon demand and the cost of complying with any interim order or final judgment that may be entered therein, reimbursement of expedient witness fees, attorneys fees, arbitration fees, and all court and filing fees incurred by the Town.

3.4 Leave for Grievances and Hearings

3.4.1 Eligible Employees: Only one Steward designated by the Union shall be allowed release time, without loss of pay or leave credits, for the following activities: to investigate and present grievances; to attend grievance arbitration hearings; to attend conferences and hearings of the New York State Public Employment Relations Board.

3.4.2 Requests for Release Time: Requests for the use of release time shall be made to the Superintendent of Highways as far in advance as possible. Requests shall not be unreasonably denied. An employee requesting such leave shall not leave work until the Superintendent of Highways has approved it.

3.5 Leave for Negotiations

3.5.1 Eligible Employees: No more than two employees designated by the Union shall be allowed release time, without loss of pay or leave credits, to participate in collective-bargaining negotiations scheduled between the Town and the Union.

3.5.2 Requests for Release Time: Requests for the use of release time shall be made to the Superintendent of Highways as far in advance as possible. Requests shall not be unreasonably denied. An employee requesting such leave shall not leave work until the Superintendent of Highways has approved it.

3.6 Bulletin Boards

3.6.1 Location: The Union may have an exclusive bulletin board at the Highway Garage to post notices or other communications.

4 EMPLOYEE RIGHTS

4.1 Seniority

4.1.1 Service Seniority: Seniority shall be determined by the employee's length of continuous service as a full-time employee with the Town.

4.1.2 Same Length of Service: In the event two or more employees have the same length of full-time service, the employee with the earliest day of hire shall have greater seniority. In the event two or more employees have the same date of hire, such employees shall have their individual seniority determined by lot.

4.1.3 Leave of Absence: An employee shall not accrue seniority while the employee is on an approved unpaid leave of absence in excess of thirty calendar days for a non-medical leave or twelve weeks for a medical or family leave or while the employee is in layoff status. Such leave shall not be considered as a break in continuous service; however, the employee's anniversary date shall be extended for a period equivalent to the time of such leave.

4.1.4 Bridging of Service: An employee who leaves the employment of the Town of Woodstock and returns after one year or more shall be deemed to be a new employee. However, such employee will regain previous years' seniority after completion of five years of continuous service, at which time the employee's time will be "bridged".

4.1.5 Workers' Compensation: An employee who is on Workers' Compensation and is not on the payroll shall continue to accrue seniority as if the employee was in regular pay status. Such leave shall not be considered as a break in continuous service and the employee's anniversary date shall not be adjusted.

4.2 Layoff Procedure

4.2.1 Layoff & Recall: In the event of a reduction in the number of positions in a job title within the bargaining unit, layoff and recall will be in accordance with the rules and regulations of the Ulster County Civil Service.

4.2.2 Notice of Layoff: The Town shall give written notice of a layoff to the UPSEU Labor Relations Specialist and the affected employee(s) as soon as possible but no less than fourteen calendar days. In the event an employee does not receive the fourteen-calendar-day notice, the employee will receive payment for all hours the employee would normally have been scheduled to work in that period at the employee's then current rate of pay. Payment will be made in the next scheduled payroll.

5 DUE PROCESS PROCEDURES

5.1 Grievance Procedure

5.1.1 Definition: For the purposes of this Collective Bargaining Agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this Collective Bargaining Agreement.

5.1.2 Step One – Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated and a statement of facts times and dates.

The grievance must be submitted, in writing, to the Town Supervisor within thirty calendar days from knowledge of the alleged grievance, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Town Supervisor shall meet with the designated Union Steward and the aggrieved employee(s). Within seven calendar days after the meeting, the Town Supervisor shall issue a written response to the grievance, which shall be given to the designated Union Steward and the employee(s).

5.1.3 Step Two – Appeal to Town Board: In the event the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Clerk. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within fourteen calendar days after receiving the appeal, the Town Board shall meet with the designated representative of the Union and the aggrieved employee(s). Within seven calendar days after the meeting, the Town Board shall issue a written response to the grievance, which shall be given to the designated representative of the Union.

5.1.4 Step Three – Binding Arbitration: In the event the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor within fourteen calendar days from receiving the Step Three response, or when the Step Three response should have been received.

5.1.5 Selection of Arbitrator: Selection of the arbitrator shall be made from an established panel of five arbitrators. The panel of arbitrators shall be established by mutual agreement between the Town and the Union and published in a memorandum of agreement. The Town Supervisor shall contact each of the five arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date.

5.1.6 Conduct of Arbitration: All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this Collective Bargaining Agreement.

5.1.7 Costs of Arbitration: The Town and the Union shall share the cost of the arbitrator equally.

5.1.8 Release Time for Aggrieved Employee: In the event the aggrieved employee is to be at any of the above hearings, the employee will be released without loss of pay or leave credits.

5.2 Disciplinary Procedure

5.2.1 Civil Service Law: Employees covered by Section 75 of New York State Civil Service Law will be disciplined in accordance with the procedures contained therein.

6 HOURS OF WORK

6.1 Schedule

6.1.1 Normal Hours of Operation: The Superintendent of Highways will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department. Once established, the beginning and ending of an employee's normal workday will not be changed without an advance written notice of at least twenty-one calendar days, unless otherwise agreed to by the parties.

6.1.2 Workweek: The Superintendent of Highways will establish an employee's scheduled days of work, which may differ from the normal days of operation to meet the particular needs and requirements of the department. Once established, the employee's scheduled days of work will not be changed without an advance written notice of at least twenty-one calendar days, unless otherwise agreed to by the parties.

6.1.3 Overtime: The Superintendent of Highways, or designee, may require an employee to work additional hours beyond the employee's normal workday and workweek.

An employee must receive prior approval from the Superintendent of Highways, or designee, before working additional hours.

6.1.4 Procedure for Assigning Additional Hours:

Work In Progress - In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of "work in progress", those employees in the affected job title (including supervisory, temporary, and seasonal personnel) who are then working on the assignment will continue to work the additional hours.

In the event all of the employees who are working on the assignment are not needed, the opportunity to work the additional hours will first be offered on a seniority basis (most senior first) to those full-time employees in the affected job title who are then working on the assignment, provided the employee is qualified to perform the work. In the event a sufficient number of employees do not volunteer, (including temporary and seasonal personnel), the work will then be assigned to those same full-time employees on a seniority basis (least senior first).

Hours Not Extending from Normal Workday - In the event there is an opportunity in a given job title to work additional hours beyond the normal workday or workweek, the opportunity will first be offered on a rotational basis to regular full-time employees in that job title, provided the employee is fully qualified to perform the given tasks. In the event no employee volunteers, (including temporary and seasonal employees), the work will be assigned on a rotating basis to those regular full-time employees in that job title.

Notwithstanding the above, the Superintendent of Highways and Deputy Superintendent of Highways may perform bargaining unit work to meet the operating needs of the department.

6.2 Time Records

6.2.1 Recording Time: The Town Board shall have sole discretion in determining the method to be utilized for recording employee work hours. Any changes in the method for recording time shall not be subject to the Grievance Procedure or to collective bargaining.

6.3 Notification of Absence

6.3.1 Notification of Tardiness: An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the Superintendent of Highways, or designee, as soon as possible before the employee's scheduled starting time.

6.3.2 Notification: In the event an employee is unable to report to work, the employee must notify the Superintendent of Highways, or designee, each day of the absence and state the reason for the absence.

6.3.3 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Superintendent of Highways, or designee, as soon as possible before the employee's scheduled reporting time. The notification must be made personally unless the Superintendent authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures, unless medically unable, will render the employee ineligible to use sick leave credits for the absence.

6.3.4 Early Departure: In the event an employee must leave work during the workday, the employee must notify and receive approval from the Superintendent of Highways, or designee, prior to leaving.

6.4 Meal Period

6.4.1 Meal Periods: An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes.

6.4.2 Scheduling of Meal Periods: Meal periods must be approved by the Superintendent of Highways, or designee, in accordance with the needs and requirements of the department. Meal periods must normally be taken in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, an employee may normally leave the work-site during the meal period.

An employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

6.5 Rest Period

6.5.1 Rest Breaks: Employees will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

6.5.2 Approval of Rest Periods: Rest periods will be designated by the Superintendent of Highways in accordance with the needs and requirements of the department. Unless otherwise directed by the Superintendent of Highways, all rest periods must be taken at the work-site and may not exceed the time allowed.

7 COMPENSATION

7.1 Rates of Pay

7.1.1 Wage Rates: The wages in Appendix A reflect an increase of 2.25% on January 1, 2018 and 2.25% on January 1, 2019.

7.2 Premium Pay for Overtime

7.2.1 Authorization: An employee must receive prior approval from the Superintendent of Highways, or designee, before working beyond the employee's normal workday or workweek.

7.2.2 Overtime Rate: An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over forty hours in a given workweek.

7.2.3 Credit for Paid Leave: Holidays, vacation leave, personal leave, and jury duty leave will be calculated as time worked in the computation of overtime. Sick leave, bereavement leave, and all military leave will not be calculated as time worked in the computation of overtime.

7.2.4 Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. In the event the employee chooses to receive such compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over forty hours in a given workweek. The employee must receive prior approval from the Superintendent of Highways, or designee, to take compensatory leave. The Superintendent of Highways, or designee, will have total discretion in the approval of compensatory leave.

7.2.5 Maximum Accumulation of Compensatory Time: In any calendar year, an employee may convert a maximum of **26.67 hours** of overtime into **40 hours** of compensatory leave credits.

7.2.6 Time Limits: An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

7.2.7 Termination from Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay. In the event of an employee's death, the employee's beneficiaries shall receive the payment for unused compensatory credits.

7.3 Out-of-Title Pay

7.3.1 Temporary Assignments: A Superintendent of Highways, or designee, may require an employee to temporarily work out-of-title. An employee must receive prior approval from the Superintendent of Highways, or designee, before working in a higher graded title.

7.3.2 Compensation: In the event an employee is temporarily assigned to assume the *major responsibilities* of a higher graded title, the employee will receive a differential equal to **ten percent** of the employee's current rate of pay for the duration of the assignment.

7.4 Call-In Pay

7.4.1 Compensation: In the event an employee is called in to work for emergency duty which is in addition to, and does not attach to, the employee's regular working hours, the employee shall be guaranteed at least **two and one-half hours** of work. In the event the employee does not work for the full **two and one-half**, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

7.4.2 Start Time: The pay for an employee who is called out will begin when the employee receives the call, but in no event will the employee be paid for more than **sixty minutes**.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: The following national and cultural holidays shall be observed on the day designated by the Town Board at the organizational meeting in January of each year.

New Year's Day	Indigenous Peoples' Day
Martin Luther King Jr's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

In addition, each employee will receive one "floating holiday", which must be taken in whole-day increments. The employee must receive prior approval from the appropriate Department Head to take a floating holiday. The Department Head will have discretion in the approval of floating holidays. An employee may not accumulate floating holidays. Any floating holidays remaining at the close of business on the last day of the calendar year will be cancelled.

8.1.2 Holiday Pay Eligibility: Full-time employees are eligible for paid holidays upon hire.

8.1.3 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which an employee is not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding day of work, as the case may be. For example, if the holiday occurs on a Saturday, the employee would observe the holiday on the preceding Friday; however, if an employee's workweek does not include Friday, the employee would observe the holiday on the preceding Thursday. Similarly, if the holiday occurs on a Sunday the employee would observe the holiday on the following Monday; however, if an employee's workweek does not include Monday, the employee would observe the holiday on the following Tuesday.

8.1.4 Holiday Pay (Not Assigned to Work): An employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

8.1.5 Holiday Pay (Assigned to Work): An employee who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus the employee's regular daily rate of pay. For example, a full-time employee who who is assigned to work nine hours on New Year's Day will be paid for one and one-half times nine hours plus eight hours ($1.5 \times 9 = 13.5 + 8 = 21.5$ hours).

8.1.6 Assigned to Work on Thanksgiving, Christmas Day, or New Year's Day: An employee who is assigned to work on Thanksgiving Day, Christmas Day, or New Year's Day will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus the employee's regular daily rate of pay. Such employees who work in excess of eight hours on those days will be paid two and one-half times the employee's regular rate of pay for those hours.

In the event Christmas Day or New Year's Day are observed on a day other than December 25th or January 1st, and the employee is assigned to work on either or both the actual day of the holiday (e.g. Sunday, December 25th or Sunday, January 1st, as the case may be) and the day the holiday is observed (e.g. Monday, December 26th or Monday, January 2nd, as the case may be), then the employee may elect to make use of the premium pay provisions set forth in the preceding paragraph on whichever day the employee works the most hours. In such event, the employee would only receive one and one-half times the employee's regular rate of pay for all hours worked on the day the employee worked the least hours.

8.1.7 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, paid sick leave, or paid bereavement leave, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

8.1.8 Religious Holidays: An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

8.2 Vacation Leave

8.2.1 Allowance (hired before 10-1-2012): An employee hired into a full-time position before October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with paid vacation leave each pay period in accordance with the following schedule. An employee may take vacation leave only after it has been credited.

AFTER COMPLETION OF:	CREDITS PER PAY PERIOD
Upon hire through 4 th year	3.08 hours (equals 80 hours per year)
After 4 years continuous service	4.62 hours (equals 120 hours per year)
After 9 years continuous service	6.15 hours (equals 160 hours per year)
After 14 years continuous service	6.46 hours (equals 168 hours per year)

8.2.2 Allowance (hired after 10-1-2012): An employee hired into a full-time position on or after October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with paid vacation leave each pay period in accordance with the following schedule. An employee may take vacation leave only after it has been credited.

AFTER COMPLETION OF:	CREDITS PER PAY PERIOD
Upon hire through 6 th year	3.08 hours (equals 80 hours per year)
After 6 years continuous service	4.62 hours (equals 120 hours per year)
After 11 years continuous service	6.15 hours (equals 160 hours per year)

A newly hired employee may not use vacation leave credits until completion of six months of continuous employment.

8.2.3 Accrual During Leaves of Absence: An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Worker's Compensation claim during which such employee will continue to accrue vacation credits as if the employee was in regular pay status.

8.2.4 Accumulation: An employee may accumulate vacation leave credits to a maximum of one hundred and sixty-eight hours. Any vacation credits in excess of one hundred and sixty-eight hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

8.2.5 Scheduling: Vacation leave credits may be used in **half-day increments**. An employee must receive prior approval from the Superintendent of Highways to take vacation leave. The request must be submitted, in writing, as far in advance as possible. The Superintendent of Highways will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority.

8.2.6 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action for fraud, theft, or violence, the employee will not receive a settlement for unused vacation leave. In the event of an employee's death, the employee's estate will receive the payment for unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance (hired before 10-1-2012): An employee hired into a full-time position before October 1, 2012 will be credited with **3.69 hours** of paid sick leave each pay period.

8.3.2 Allowance (hired after 10-1-2012): An employee hired into a full-time position on or after October 1, 2012 will be credited with **2.75 hours** of paid sick leave each pay period.

8.3.3 Accrual During Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Workers' Compensation claim.

8.3.4 Accumulation: There is no cap on the amount of sick leave an employee may accumulate.

8.3.5 Use of Sick Leave: Sick leave credits may be used in **thirty-minute increments**. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments that cannot be scheduled during non-work hours.

8.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. In the event the employee must be absent from work beyond a continuous forty hours, the employee should apply for leave under the Town's Family and Medical Leave Policy. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, domestic partner, or child.

8.3.7 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Superintendent of Highways as soon as possible before the employee's scheduled reporting time. The notification must be made personally to the Superintendent of Highways unless the Superintendent of Highways authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. **Failure to follow these procedures, unless medically unable, will render the employee ineligible to use sick leave credits for the absence.**

8.3.8 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The medical verification must state that there was a medical inability to perform the employee's regular work duties and that the employee is cleared to resume the employee's normal duties. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

8.3.9 Return to Work: In the event an employee's return to work following an illness or injury may put the employee and/or other employees at risk, the Town Supervisor may require the employee to submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. In the event there are restrictions, the Town Supervisor in consultation with the Superintendent of Highways will determine whether the employee will be allowed to return to work.

8.3.10 Retirement Credit: The Town has opted into Section 41-j of the Retirement and Social Security Law which allows the maximum number of days by statute of accumulated sick leave at the time of retirement. The additional service credit is determined at the maximum credit available by statute.

8.3.11 Retirement Buy-Back: An employee hired **before April 1, 1998** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to fifty percent (50%) of the employee's accumulated sick leave credits up to a maximum of 800 hours at the employees current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to one hundred and twenty hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

An employee hired on or after April 1, 1998 but **before February 8, 2011** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to twenty-five percent (25%) of the employee's accumulated sick leave credits up to a maximum of 800 hours at the employees current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to sixty hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

An employee hired **after February 8, 2011** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to ten percent (10%) of the employee's accumulated sick leave credits up to a maximum of 800 hours at the employee's current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to twenty-four hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

8.3.12 Termination of Employment: An employee who resigns, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

8.4 Leave for Personal Business

8.4.1 Allowance (hired before 10-1-2012): An employee hired into a full-time position before October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited each year with thirty-two hours of paid leave for personal business.

8.4.2 Allowance (hired after 10-1-2012): An employee hired into a full-time position on or after October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited each year with twenty-four hours of paid leave for personal business.

8.4.3 Date Credited: An employee will be credited on the first day of January of each year for the personal leave for the subsequent year.

8.4.4 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid leave for personal business prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on the first day of January for the personal leave credits for the subsequent year.

8.4.5 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits that remain unused at close of business on the last day of the calendar year will be *converted to sick leave credits*.

8.4.6 Scheduling: Personal leave credits may be used in **two-hour increments**. An employee must receive prior approval from the Superintendent of Highways, or designee, to take personal leave. The request must be submitted, in writing, as far in advance as possible. The Superintendent of Highways, or designee, will have total discretion in the approval of personal leave.

8.4.7 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave credits.

8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of a death of an employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the memorial service. For purposes of bereavement leave, "immediate family member" will mean the following:

Spouse or Domestic Partner

Child (including step & foster)

Parent or Legal Guardian

8.5.2 Extended Family: In the event of a death of an employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the memorial service. For purposes of bereavement leave, "extended family member" will mean the following:

Sibling (including step)	Spouse's Parent
Grandchild	Step Parent
Grandparent	Child's Spouse
Spouse's Grandparent	Sibling's Spouse
Person in Household (51% financial support)	

8.5.3 Extended Bereavement Leave: An employee may use accumulated vacation leave credits, sick leave credits, personal leave credits, and/or compensatory time, or may take an unpaid leave of absence, to extend bereavement leave, which shall not exceed thirty calendar days unless approved by the Superintendent of Highways.

8.6 Jury Duty

8.6.1 Federal Jury Duty: An employee who is required to serve on Federal jury duty, as certified by the Clerk of the Court, will be paid the difference between the employee's regular daily rate of pay and jury duty pay.

8.6.2 State or Local Jury Duty: In the event an employee is required to serve on jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty.

8.6.3 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways.

8.6.4 Return to Work: In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work.

9 MEDICAL BENEFITS

9.1 Medical Insurance

9.1.1 Coverage: The Town makes available medical insurance, including a prescription drug plan, to each full-time employee. Such individuals may enroll their eligible family members. In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan.

9.1.2 Date Coverage Begins: Coverage begins on the first day of the month following the first day of active employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees and their respective dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the insurance carrier.

9.1.3 Change in Insurance Plans: The Town Board may, at its sole discretion, change the insurance carrier and/or offer alternative plans in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

9.1.4 Premium Payment (hired before 10-1-2012): For an employee hired into a full-time position before October 1, 2012: 1) the Employer will pay **one hundred percent** of the cost of the monthly premium for an eligible employee for individual medical insurance coverage; or, 2) the Employer will pay **eighty-five percent** of the cost of the monthly premium for an eligible employee for two-person or family medical insurance coverage, as the case may be. The employee's contribution toward the cost of the premium (if any) will be deducted from the employee's regular paycheck.

9.1.5 Premium Payment (hired after 10-1-2012 but before 1-1-2019): For an employee hired into a full-time position on or after October 1, 2012 but before January 1, 2019: 1) the Employer will pay **ninety percent** of the cost of the monthly premium for an eligible employee for individual medical insurance coverage; or, 2) the Employer will pay **seventy-five percent** of the cost of the monthly premium for an eligible employee for two-person or family medical insurance coverage, as the case may be. The employee's contribution toward the cost of the premium will be deducted from the employee's regular paycheck.

9.1.6 Premium Payment (hired after 1-1-2019): For an employee hired into a full-time position on or after January 1, 2019: 1) the Employer will pay **eighty-four percent** of the cost of the monthly premium for an eligible employee for individual medical insurance coverage; or, 2) the Employer will pay **sixty-nine percent** of the cost of the monthly premium for an eligible employee for two-person or family medical insurance coverage, as the case may be. The employee's contribution toward the cost of the premium will be deducted from the employee's regular paycheck.

9.2 Medical Insurance Buy-Out

9.2.1 Eligibility (hired before 1-1-2018): An employee hired into a full-time position **before January 1, 2018** who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town.

In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in the same plan (two-person or family) and will not be eligible for this buy-out. In such event, the employee premium contribution will be waived and the Town will pay one hundred percent of the cost of the monthly premium.

9.2.2 Amount of Buy-Out: Each year, an eligible employee will receive an amount equal to the annual premium co-payment for the employee's contribution to the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars. In no event will the buy-out exceed \$10,000. For example, if the annual premium co-pay for the alternate plan is \$2800, the amount of the buy-out would be $\$2800 \times 1.32 = \$3696 + \$1000 = \4696 . The buy-out is subject to applicable taxes.

9.2.3 Method of Payment: Partial payment of the buy-out (1/26th of the annual premium) will be made in the employee's regular bi-weekly paycheck for each pay period the employee is eligible for the buy-out.

9.2.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

9.3 Medical Insurance for Retired Employees

9.3.1 Coverage: The Town offers medical insurance and prescription drug coverage to eligible full-time employees who were **hired before February 8, 2011** after such an employee retires from Town employment and is receiving retirement benefits under the New York State Retirement System. It is understood that the Town Board may, at any time and at its sole discretion, eliminate the medical insurance program for current and further retirees.

9.3.2 Insurance Plan: The Town will make available the same medical insurance plan and prescription drug plan as it makes available for retirees who were not members of this or any other collective bargaining unit. It is understood that the Town Board may, at any time and at its sole discretion, change the medical insurance or prescription drug plan, including, but not limited to: eligibility, plan carrier; plan design; co-payments, and deductibles.

10 DISABLED EMPLOYEES

10.1 Workers' Compensation

10.1.1 Summary: The Town will make available a Workers' Compensation plan for job related injury or illness, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee. The insurance company makes the determination of whether an employee is eligible for Workers' Compensation benefits. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

10.1.2 Plan: The Town may, at its discretion, change carriers.

10.1.3 Reporting of Injury: The employee should submit a written report of the injury or illness to the Town Supervisor, or designee, on the proper form within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim. The Town Supervisor, or designee, will complete and submit the required forms.

10.1.4 Use of Leave Credits: An employee may draw from the employee's accumulated sick leave credits, then vacation leave credits, then personal leave credits, and then compensatory leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave credits covered by insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, personal leave and/or compensatory time.

10.1.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with State and Federal law.

10.2 Short-Term Disability Insurance

10.2.1 Coverage: The Town will make available a short-term disability insurance plan in accordance with the New York State Disability Benefits Law for non-job related injury or illness to each eligible employee. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

10.2.2 Plan: The Town may, at its discretion, change carriers.

10.2.3 Premium Payment: The Town will pay the full premium for short-term disability insurance for each eligible employee.

10.2.4 Reporting of Injury: The employee should submit a written report of the illness or injury, on the proper form, to the Town Supervisor within twenty-four hours of the occurrence.

10.2.5 Use of Leave Credits: An employee may draw from the employee's accumulated sick leave credits, then vacation leave credits, then personal leave credits, and then compensatory leave credits in conjunction with short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave credits covered by insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, personal leave and/or compensatory time.

10.2.6 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with State and Federal law.

11 GENERAL PROVISIONS

11.1 Anniversary Bonus

11.1.1 An employee who has completed fifteen years of continuous employment with the Town will receive a one-time payment of five hundred dollars in the first pay period following the employee's fifteenth anniversary date.

An employee who has completed twenty years of continuous employment with the Town will receive a one-time payment of seven hundred and fifty dollars in the first pay period following the employee's twentieth anniversary date.

An employee who has completed twenty-five years of continuous employment with the Town will receive a one-time payment of one thousand dollars in the first pay period following the employee's twenty-fifth anniversary date.

An employee who has completed thirty years of continuous employment with the Town will receive a one-time payment of fifteen hundred dollars in the first pay period following the employee's thirtieth anniversary date.

To be clear, the above anniversary bonuses are not repetitive (paid each year) and are not cumulative.

11.2 Work Accouterments

11.2.1 Work Clothes: An employee will receive a uniform replacement allowance of six hundred and ninety-five dollars per year. Five hundred dollars is allowed per year for uniforms and one hundred and ninety-five for boots. An employee may opt for boot allowance only, and receive uniforms from the Town.

If receiving the boot allowance, a one hundred and ninety-five dollar credit will be given at local businesses in January of each year. New employees will be pro-rated on time worked in the previous year; for example, an employee hired in June of a given year will be credited in January of the following year for six months (\$97.48) and in January of the next year after that will receive the full allowance (\$195).

If receiving full clothing allowance, a credit for two hundred and fifty dollars will be issued in the first payroll period in January and again in the first payroll period in July of each year. Members may opt for uniforms through the Town at any six-month interval, or may opt to receive allowances at any six-month interval.

12 EXECUTION OF AGREEMENT

12.1 Duration of Agreement

12.1.1 Duration: This Collective Bargaining Agreement shall be effective from January 1, 2018 through December 31, 2019, unless otherwise agreed to by the parties.

12.2 Savings Clause

12.2.1: Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.

12.2.2: Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of affecting the purpose of the provisions, portions or applications.

12.3 Legislative Action

12.3.1 Taylor Law Requirement: 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.

12.4 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

TOWN OF WOODSTOCK

Bill McKenna
Town Supervisor

Date

Richard Heppner
Town Board Member

Date

Michael A. Richardson
Labor Relations Consultant

Date

UNITED PUBLIC SERVICE EMPLOYEES UNION

Kevin E. Boyle, Jr.
President

Date

Gary M. Hickey
Executive Vice President / Regional Director

Date

Michael Kutski
Labor Relations Representative

Date

Brett Benjamin
Shop Steward

Date

Ryan Peters
Negotiating Team Member

Date

APPENDIX A – PAY SCHEDULE

Grade	Job Title	1-1-2018	1-1-2019
3	Job Rate (Benchmark Grade)	\$20.45	\$20.91
3	MEO (B. Benjamin)	\$20.45	\$20.91
3	MEO (N. Carr)	\$20.45	\$20.91
3	MEO (C. Chase)	\$20.45	\$20.91
3	MEO (A. Doyle)	\$20.45	\$20.91
3	MEO (R. Peters)	\$20.45	\$20.91
3	MEO (R. Quick)	\$20.69	\$21.15
3.5	MEO (J. Ingrassia)	\$21.33	\$21.81
3.5	MEO (W. Washburn)	\$21.33	\$21.81
4	Job Rate (8.5% above Grade 3)	\$22.20	\$22.69
4	MEO (J. Beisel)	\$22.78	\$23.29
4	MEO (J. Shultis)	\$24.51	\$25.06
5	Job Rate (11% above Grade 4)	\$22.62	\$25.18
5	HMEO (B. Chase)	\$22.62	\$25.18
5	HMEO (T. Rivera)	\$22.62	\$25.18
5	Mechanic (R. VanKleeck)	\$24.88	\$25.44
5	Mechanic (S. Bonestell)	\$27.19	\$27.80

Certain employees (red) are paid above the job rate. New hires are to be paid at the job rate.