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Title: **Neversink, Town of and Town of Neversink Highway Department, New York County and Municipal Council 66, AFSCME, AFL-CIO, Local 750 (2003)**

Employer Name: **Neversink, Town of**

Union: **Town of Neversink Highway Department, New York County and Municipal Council 66, AFSCME, AFL-CIO**

Local: **750**

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Neversink, Town Of And Council 66
Local 750 (Neversink Highway)

TO
BC

AGREEMENT

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUN 23 2003

OFFICE OF THE CHAIR

Between

The Town of Neversink

and

Local #750

American Federal Employees
State County Municipal AFL-CIO

NEW YORK
COUNTY AND MUNICIPAL COUNCIL 66

American Federation of
State, County, and Municipal Employees

2003-2006

JAN 17 2003

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IN PURSUANCE OF THE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT AND ITS PROVISIONS THEREOF, THIS IS AN AGREEMENT ENTERED INTO BY AND BETWEEN THE TOWN OF NEVERSINK, HEREINAFTER REFERRED TO AS THE EMPLOYER, AND NEW YORK COUNCIL 66, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, HEREINAFTER REFERRED TO AS THE UNION.

ARTICLE I

RECOGNITION

Section 1

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees of the Highway Department of the Town of Neversink, excluding the Highway Superintendent and any other Supervisory Employees paid out of the Town of Neversink General Fund, in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement.

Section 2. Strikes

It is understood and agreed that the services performed by the Highway employees included in this agreement are essential to the public's health, safety and welfare. Therefore, the union agrees that, in pursuance and compliance with the Public Employees' Fair Employment Act, it will not authorize, instigate, aid, condone or engage in any strike, work stoppage, or other action at any time which will impose an obligation to interrupt or interfere with the operation of the Town of Neversink Highway Department.

Section 3. Lockouts

The employer agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performances by said employees, insofar as such performances is required in the normal and usual operation of the Town of Neversink Highway Department.

Section 4. Pledge Against Discrimination

The employer agrees to administer its obligation under the terms of this agreement in a fair and impartial manner and shall not discriminate against any employee for reason of sex, age, race, color, creed, national origin, political affiliation, union membership, or lawful activity on behalf of the union.

Section 5. Agency Shop

Each employee who, on the effective date of this agreement, is a member of the Union, shall maintain his membership in the Union for the duration of this agreement, or each employee hired on or after the execution of this agreement, shall become a member of the Union in thirty (30) days after his hiring date or the effective date of this agreement, whichever is later, and maintain membership in the Union for the duration of the Agreement, or any present or future employee who does not elect to become a Union member shall pay to the Union every month an Agency Shop Fee for the duration of this agreement. The Agency Shop Fees are an amount equal to regular dues.

Section 6. Notification of Union Dues

Any changes in the amount of Union Dues to be deducted must be certified by the union in writing both to the Town and the Union member. Upon receipt of proper written authorization, the employer agrees to deduct from the wages of any employee who is a member of the Union, all membership dues as provided in said proper written authorization executed by the employee. The Union agrees to indemnify and hold harmless the employer from any causes of action, claims, loss or damages incurred as a result of this clause.

Section 7. Checkoff of Union Dues

The aggregate total of all deduction together with a list from whom dues have been deducted, shall be remitted to the designated Financial Officer of the Union, on or immediately after the first pay period every month.

Section 8. Aid to Other Unions

The employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE II

UNION REPRESENTATION

Section 1. Access to Premises

The employer recognizes the right of accredited representatives of the union who are not employees of the Highway Department of the Town of Neversink to appear on behalf of the employees in the bargaining unit to discuss working conditions, grievances and disputes with respect to the terms and conditions, of this agreement and to visit employees during working hours. Such representatives shall also be permitted to appear at public hearings before the Town Board upon request.

Section 2. Access to Premises

Any officer, agent, or other authorized representatives of the Union shall have the right to visit the Employer's facility for the purpose of adjusting grievances and administering the terms and conditions of this agreement, provided that the uninterrupted work of this Department will be maintained.

Section 3. Processing Grievances During Working Hours

An employee representative, who is an employee of the Highway Department of the Town of Neversink and is designated or elected by the Union to adjust grievances or assist in the administration of this agreement, shall be permitted a reasonable amount of time, free from his regular duty assignment, to fulfill these obligations so that a harmonious and cooperative relationship between the Employer and the Union and the uninterrupted operation of the Highway Department will be maintained. The use of such time shall be subject to the approval of the Superintendent of Highways.

Section 4. Notification of Employee Union Representation

The union shall notify the Superintendent of Highways and the Town Clerk of the name and address of the employee representative so designated or elected.

Section 5. Participation in Negotiations

All collective bargaining sessions between the parties, shall be held whenever possible, during the regularly scheduled work day and no more than three (3) employees shall be permitted to participate in the negotiations with no loss of pay or benefits if the sessions take place during regular work hours.

ARTICLE III

GRIEVANCES & DISPUTES

Section 1. Grievances

For the purpose of this agreement, a grievance shall be defined as a dispute or controversy between parties arising out of the interpretation or application of the terms of this agreement.

Section 2. Grievances and Arbitration Procedures

In accordance with the preceding section, any grievance or dispute shall be processed as follows:

Step 1. Within fifteen (15) days of the occurrence of the grievance the employee or a

designated representative of the Union shall discuss same with the Superintendent of Highways.

Step 2. In the event the grievance is not resolved within five (5) days thereafter, it shall be reduced to writing and submitted to the Town Council or other designated representative for settlement. The Town Council or its designated representative shall respond within ten (10) working days from the time such grievance is submitted.

Step 3. Within ten (10) days after the Town Council responds either may refer the matter to the New York State PERB joint request for Mediation/Arbitration.

The decision of the Arbitrator shall be final and binding on both parties, and the fee and expenses shall be shared equally by the Employer and the Union.

Section 3. Arbitration Modifications

No arbitrator functioning under this article shall have the power to amend, modify, or delete any provision of this agreement.

Section 4. Notification of Discharge and Discipline

The Employer agrees that promptly upon the discharge or discipline of any employee, the designated representative of the Union will be notified and that the Union may process the matter through the steps of the grievance and dispute procedures as provided in Section 2 of this Article.

Section 5. Grievances

Any grievance which has not been presented under the grievance procedures within the time period for presentation of grievances, any grievance that is not appealed to the next step of the grievance procedure within the applicable time specified therein shall be considered as settled and shall not be subject to further discussion or appeal.

ARTICLE IV

SENIORITY

Section 1. Probationary Employees

An employee hired, or rehired after a break in continuity of service shall be considered a probationary employee for a period of not less than eight (8) weeks nor more than twenty-six (26) weeks of employment, at the discretion of the department head. Upon satisfactory completion of the probationary period such employee shall be entered on the department seniority list. His seniority date shall be his most recent date of hire, and he shall be eligible to receive all benefits provided to regular employees, with the exception of wages, which shall be in accordance with Article XVI,

Qui
H. J.
PK
M.H.
Section 1

Except as herein otherwise provided, every permanent appointment from an open competitive list and every original appointment to a position in the non-competitive, exempt, or labor class, and every permanent appointment from a promotion list resulting from a departmental or interdepartmental promotion examination shall be for a probationary term of not less than eight nor more than twenty-six weeks. (~~Rule XII~~ revised as of 1/18/02)

Section 1.

Section 2.

Representation of Probationary Employees by Union

Probationary employees shall be represented by the Union for all matters except discharge or discipline for other than Union activities.

Section 3. Seniority (Department)

Seniority will govern in all cases of increase or decrease in the work force. In the event of a reduction in the work force, all probationary employees shall be laid off first. Regular employees shall be laid off in the inverse order of their last date of hire (according to inverse departmental seniority), subject to the provisions of the Civil Service Law of the State of New York, with respect to any rights available for veterans and volunteer firemen.

Section 4.

Seniority List

Within ten (10) days after the effective date of this agreement, seniority lists showing the names of employees and their date of hire shall be posted by the Employer at the Highway Department building. Such lists shall be updated annually. A copy of the seniority list shall be furnished to the Union upon request.

Section 5. Termination of Employee Seniority

An employee's seniority shall terminate for the following reasons:

- A. He quits.
- B. He is discharged for cause.
- C. He has not been recalled at the end of one (1) year following layoff.
- D. He fails to report on schedule following a vacation or other authorized leave of absence without giving satisfactory explanation.
- E. He fails to report for work within five (5) days after recall from layoff.

- F. He is absent for three (3) consecutive days without reporting his absence, and has no satisfactory explanation.
- G. He engages in other gainful employment during a leave of absence, except where such leave of absence was expressly authorized for that purpose.

Section 6. Bumping in Case of Layoff

When an employee is laid off due to a reduction of work force, he shall be permitted to exercise his Department seniority rights to "bump" or replace any employee with lesser seniority in an equal or lower job classification.

Section 7. Notification of Layoff

In cases where such layoff will be for an extended period of time, employees to be laid off will be given at least Seven (7) working days notice of layoff. A list of such employees shall be sent to the Union on the same date that notices are issued to the employee.

Section 8. Recall after Layoff

When the work force is increased after a layoff employees will be recalled according to their seniority. Notice of recall shall be sent to the employee by registered mail at his last known address. If an employee fails to report to work within five (5) days from the date of mailing such notice, he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of layoff.

Section 9. Utilization of Temporary Employees

No new employee shall be hired until all employees on layoff status in the title to be filled, and who desires to return to work, have been recalled, except that temporary employees may be utilized to fill positions in emergency situation.

ARTICLE V

MILITARY LEAVE OF ABSENCE

Section 1. Military Leave of Absence

Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be paid a maximum of thirty (30) days pay when they are engaged in normal reserve training periods, provided that proof of service is submitted. If required to serve more than thirty (30) days the employer shall grant the employee to use compensatory or vacation time as the employee has accrued.

ARTICLE VI

SICK LEAVE

Section 1. Sick Leave for Medical Treatment or Examinations

An employee who is absent due to illness or injury not compensable under Workmans' Compensation, quarantined by the health authorities, medical treatment or examination which cannot be scheduled outside of working hours, shall continue to be paid to the extent of his unused sick leave accrual.

Section 2. Accrue and Accumulation

An employee shall accrue one (1) day of sick leave for each month of employment to a maximum of twelve (12) days in any year. The maximum total number of days accruable by any employee shall be one hundred fifty (150) days.

Section 3. Absence by Reason of Illness or Disability

An employee may be absent from duty by reason of illness or disability of himself, and such absence, when taken shall be charged against the sick leave accrual.

Section 4. Employee Eligibility

Employees shall be eligible for sick leave after thirty (30) days service with employer.

Section 5. Superintendent's Approval

Absence from duty for sick leave allowance must be granted by the Superintendent of Highways.

Section 6. Continuous Service and Forfeiting of Accrued Sick Time

Allowable and allowed sick leave time shall be considered for all purposes as continuous service but, in the event of the resignation or discharge of the employee, accrued and unused sick leave time shall be canceled and forfeited, and in no event paid for.

Section 7. Sick Leave and Workmen's Compensation

When an employee receives compensation under the Workmen's Compensation Law on account of disability, he shall elect in writing whether he desires to have sick leave with pay during the period of disability for which he receives compensation. Such writing must be filed with the Superintendent of Highways and forwarded to the Town Clerk. In the event that he elects to take

sick leave with pay, during such disability, he shall, for the period of his disability, not exceeding his accumulated and unused sick leave time, be paid for the difference between what he received as compensation and his regular pay. The time during which he is paid shall be deducted from his accumulated sick leave time.

Section 8. Disability

The Town shall provide benefits under the Disability Benefits Law and deduct the maximum amount allowable by that law from each employee's pay to contribute to the cost of this benefit.

Section 9. Physician's Certificate

The Superintendent of Highways may request a physician's certificate for any absence of more than two (2) days. Where illness or disability is of long duration, a physician's certificate may be required for each one-half (½) month of continuous absence. In any case, the Superintendent of Highways may require an examination by a physician, or other evidence that the illness is bonafide, such physician fees to be paid by the Town.

Section 10. Sick Leave Liquidation Retirement or Death

Employees hired before January 1, 1999, will be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement or death. Such payment shall be in a lump sum single payment. In the event of death, payment will be made in the same manner to the beneficiary of the employee.

Employees hired on or after January 1, 1999, will be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement or death in accordance with the following schedule. Such payment shall be in a lump sum single payment. In the event of death, payment will be made in the same manner to the beneficiary of the employee.

Amount of Sick Leave
Accumulated at Separation

Payment

0 - 50 days	50% of value of all days accumulated
51 - 100 days	60% of value of all days accumulated
101 - 150 days	75% of value of all days accumulated

After ten (10) full years of employment, an employee may cash in unused sick days at 50% of their current rate, providing the employee leaves at least 20 days to carry over.

(40) Wm. J. J. East M. P. K. M. C. W. S. H. D. F.
Section 11. Sick leave may be taken in four (4) hour blocks except that sick leave for purposes of medical treatment or examinations may be taken in two (2) hour blocks at the beginning or the end of the work day.

ARTICLE VII

VACATION LEAVE

Section 1. Schedule

On January 1st of each year, every employee covered by this agreement who has been continuously employed and on the payroll of the Town of Neversink shall accrue Vacation Allowance for the forthcoming year as follows:

A. Employees shall accrue vacation credits from his date of hire to the first calendar year as follows:

- | | | |
|----|----------------|------------------------------------------------------------|
| 1. | 0 - January 1 | ½ day per month and after that by calendar year as follows |
| 2. | 1 - 5 years | 11 days per year |
| 3. | 6 - 10 years | 16 days per calendar year |
| 4. | After 10 years | 1 additional day per year with a maximum of 25 days |

Section 2. Choice of Vacation Period

Employees shall state their preference to the Department Head, in writing, no later than March 1st of each year. A vacation schedule shall thereupon be prepared, with due consideration to employee preference and seniority. Vacation shall be granted at the time requested by the employee.

If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period. The current vacation schedule shall be posted on the Highway Department bulletin board no later than April 15th. The employer shall further adjust the tentative schedule to correct employees dissatisfaction, except where inconsistent with the needs and requirements of the department.

Section 3. Deferral of Vacation

Vacation shall be normally taken annually and for the total amount of accrued time. An employee may, however, with the approval of the department head, defer part of all of his accrued vacation to be taken in the succeeding year. Deferred vacation accruals must be used in the year succeeding deferral, except that the employee may elect, with the approval of the Department Head, to be paid the equivalent amount in cash.

Section 4. Holiday During Vacation

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the vacation period may be extended one (1) additional day upon the approval of the department head.

Section 5. Work During Vacation Period

An employee who is called back from his vacation shall be paid at one and one-half (1 ½) times his regular rate for the number of unused scheduled vacation days worked. In addition, the employee's unused vacation days shall be rescheduled to a time mutually acceptable to him and the Department Head.

Section 6.

Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

Section 7.

Any employee who is laid off, retired or separated from service of the employer for any reason, and has accrued vacation, shall be compensated for the unused vacation he had accumulated at the time of separation. Accumulated vacation for the present year starts on January 1 when an employee is given his entire vacation allowance for the forthcoming year.

Section 8.

Vacation leave may be taken in four (4) hour blocks and eight (8) hour blocks with advance notice and approval by the Superintendent of Highways.

ARTICLE VIII

RETIREMENT

Section 1. Employment Retirement Notification and Vacation Credits

An employee who intends to retire must notify the employer in writing prior to January 1st of the year in which he will be retiring and his vacation leave will be pro-rated and credited to his date of retirement. All accrued vacation at the time of retirement shall be paid in one lump sum single payment.

ARTICLE IX

GENERAL LEAVE OF ABSENCE

Section 1. Personal Leave

Each employee covered by this agreement shall receive for the term of this agreement, without loss of pay, five (5) personal leave days. Such leave may be used for religious observance or for other reasons upon mutual agreement between the employee and the Superintendent of Highways, after at least one (1) days notice has been given, if possible. Personal leave days are not accumulative. Personal leave may be taken in four (4) hour blocks except with advance notice and approval by the Superintendent of Highways, it may be taken in two (2) hour blocks at the beginning or the end of the work day.

Section 2. Bereavement Leave

In the event of death in the household of a member of the immediate family, an employee shall be granted three (3) days leave with pay. Immediate family shall be deemed to include spouse, parents, children, grandchildren, brothers and sisters, grandparents, mother-in-law and father-in-law.

Section 3. Illness Leave

Leave of absence without pay for periods of up to one (1) year shall be granted for prolonged illness upon written request to the employer. Medical proof of fitness to perform his previous duties may be required by the employer as a condition of re-employment. Extensions of such leave shall be at the discretion of the employer.

Section 4. Jury Duty Leave

Employees shall be granted a leave of absence and be paid the difference between their regular pay and jury pay, excluding mileage, anytime they are required to report for jury duty or jury service.

ARTICLE X

UNION LEAVE

Section 1. Unpaid Employee Union Leave

Upon prior notification to the Superintendent of Highway Department, one (1) employee, elected by the union to attend a function of the International Union or State Council, shall be allowed five (5) days off each year, non-cumulative, without pay, not to be considered personal leave days.

Section 2. Unpaid Leave for Local Union Appointed and Elected Representative

Any authorized unpaid leave time granted to an appointed or elected representative of the Local Union shall be recorded as leave for union duties and shall not be marked against the employee's record.

ARTICLE XI

EMPLOYER REPORTS

Effective January 1, 1984, and for the term of this agreement, the Superintendent of Highways is required to submit to the Clerk of the Town of Neversink, a report indicating the salary earned, attendance, absences, due to vacation allowances, sick leave, accrued or personal leave accrual for each employee of the Highway Department. These reports are to be filed with the Town Clerk at every payroll period and be available for employee inspection.

ARTICLE XII

WORK WEEK HOURS AND OVERTIME

Section 1. Regular Hours

The regular work day shall be eight (8) consecutive hours per day, with the exception of lunch periods, and the regular work week shall be forty (40) hours per week. The regular work day shall be five (5) days, from Monday through Friday. The work day shall begin at 7:00 a.m. and end at 3:30 p.m.

Section 2. Overtime Pay

All employees covered by this agreement who are required to work in excess of forty (40) hours in any one week shall be compensated for all overtime hours worked at one and one-half (1 ½) times their regular rate of pay. Any employee required to work four (4) hours of overtime following his regular full day shall be granted one-half (½) hour off with pay for the purpose of eating. A similar one-half (½) hour off with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

Section 3. Equal Distribution of Overtime

Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized each six (6) month period, beginning on the first day of the calendar month following the effective date of this agreement. On each occasion, the opportunity to work overtime shall be offered to the employee within job classification who has the least number of overtime hours to his credit at that time. If the employee does not accept

the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted on the Department bulletin board each month.

Section 4. Emergency Overtime

With the exception of emergency, flood, urgent or extenuating circumstances, as may be determined by the Highway Superintendent, overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

Section 5. Work Schedule Changes

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Employees and the Employer.

Section 6. Rest Periods

All employees shall have a fifteen (15) minute rest period within any four (4) hour regular or four (4) hour overtime shift, exclusive of lunch periods.

Section 7. Lunch Periods

All employees covered by this agreement shall have a lunch period of at least one-half (½) hour.

Section 8. Call Time

Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be paid for a minimum of two (2) hours at his regular rate of pay.

ARTICLE XIII

HOLIDAYS

Section 1. Recognized and Observed

Paid holidays shall be as follows (thirteen full day holidays per year):

New Years Day	Good Friday
Dr. Martin Luther King's Birthday	Independence Day
Memorial Day	Columbus Day
Labor Day	Veteran's Day

Election Day
Thanksgiving Day
Day After Thanksgiving
½ Day Before New Year's Day

Christmas Day
½ Day Before Christmas
President's Day

Section 2. Holiday - Saturday and Sunday

If the holiday falls on Saturday, the preceding Friday shall be a paid holiday. If the holiday falls on Sunday, the succeeding Monday shall be a paid holiday.

Section 3. Holiday on Regular Day Off

If the holiday falls on an employee's regular day off, then the employee shall be given off another day in lieu of that day.

Section 4. Holiday During Vacation

If a holiday falls within a vacation period, the employee shall be granted an extra day for the holiday.

Section 5. Working On Holiday

Employees working on a holiday shall receive their regular rate of pay, plus pay for the holiday.

Section 6. Holiday Pay

A paid holiday shall be an eight (8) hour day.

Section 7. Half Day Holiday

If Christmas and New Year's fall on Sunday or Monday, the one-half (½) day holiday shall not be observed.

Section 8. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.

ARTICLE XIV

PENSIONS

Section 1. Pensions

The Town of Neversink shall provide retirement coverage for its employees as follows:

- | | | |
|----|--------------------------|---------------------------------------------------------------------------|
| A. | Tier One (1) employees | Under Section 75(g) of the NYS Retirement Plan at no cost to the employee |
| B. | Tier Two (2) employees | Under NYS Retirement Plan as per the rules and regulations of that plan |
| C. | Tier Three (3) employees | Under NYS Retirement Plan as per the rules and regulations of that plan |
| D. | Tier Four (4) employees | Under NYS Retirement Plan as per the rules and regulations of that plan |

ARTICLE XV

HOSPITALIZATION & MEDICAL INSURANCE

Section 1. Employee Hospital & Medical Coverage

The Town of Neversink agrees to participate in the New York State Health Insurance Program (NYSHIP). The Town of Neversink (employer) agrees to pay 100% of the premiums for all full-time employees covered by this agreement and their dependents, if eligible.

Section 2. Retired Employee Hospital & Medical Coverage

The Town of Neversink agrees to pay 100% of the premium for employees eligible to retire as a member of a retirement system administered by the State of New York or one of its subdivisions, enrolled in NYSHIP at the time of retirement and their dependents provided employees hired on or after April 1, 1975, have 20 years of service or greater.

Section 3. Termination of Hospital & Medical Coverage

If an employee separates from service and is not eligible to continue coverage as a vested or retired employee, coverage ends the last day of the month following the month in which his or her status as an employee ends. Once an employee is on an authorized leave of absence, without pay, regardless of the reason, such employee must remit 100% of the premium. A totally disabled

employee in such situation may apply for a waiver of such premium for up to one year.

Section 4. Prescription Plan

The Town of Neversink agrees to provide a Prescription Drug Plan in accordance with the New York State Health Insurance Plan (NYSHIP).

Section 5. Buy Out Provision

Effective January 1, 1995, employees otherwise eligible for health insurance may choose not to participate in the Town's health insurance program by submitting, in writing, to the Town Supervisor, a written request so stating. In addition, proof of an alternate Health Insurance coverage must be submitted with the request. Employees choosing this option shall be entitled to Twelve Hundred Dollars (\$1,200.00). This amount shall be computed on a monthly basis, from the month in which the Town is notified of the change in coverage, and shall be paid in the month of January following the previous year of coverage.

Section 6. Survivor Dependent Coverage

In the case of death of an employee or retired employee, the enrolled survivor dependents may continue coverage, if eligible.

COST. If the dependent survivor(s) is eligible for Dependent Survivor Coverage.

A. The Surviving Spouse of an Active Employee may pay 25% of the full cost of Dependent coverage.

B. The Surviving Spouse of an Enrollee who retires after April 1, 1979, with at least ten (10) years of service who subsequently dies, may pay an amount equal to 25% of the full cost of Dependent coverage.

C. If the death of an Active Employee resulted from a Work-incurred injury and if the dependent Survivor(s) is eligible for Dependent Survivor Coverage, the employer will pay the full cost of coverage for Dependent Survivor(s).

D. If the Surviving Spouse under (A) or (B) above loses his or her coverage as a result of marriage or dies, any Dependent Children, still eligible, may continue coverage under the State Health Insurance program by paying the full cost of such coverage.

~~The Town agrees to maintain the present Hospitalization and Medical Coverage for the duration of this agreement.~~

Handwritten signatures and initials:
J.F. (with "fui" written below), MM PK, CH, and a circled "WOM".

ARTICLE XVI

WAGES

Section 1. Wage Schedule

Employees shall be compensated in accordance with the following schedule January 1, 2003:

	<u>Classification Probationary</u> (First 6 Months)	<u>Regular Rate</u> (Second 6 Mos.)	<u>Regular Rate</u> (After 1 Year)
Laborer	\$15.99	\$16.51	\$17.01
Motor Equipment Operator	\$17.01	\$17.38	\$17.92
Mechanic	\$17.01	\$17.38	\$17.92
Working Supervisor	\$18.06	\$18.25	\$18.42
Temporary Laborer	\$14.09 13.99 MH PK	\$14.09 13.99 MH PK	\$14.09 13.99 MH PK

Employees shall be compensated in accordance with the following schedule January 1, 2004:

	<u>Classification Probationary</u> (First 6 Months)	<u>Regular Rate</u> (Second 6 Mos.)	<u>Regular Rate</u> (After 1 Year)
Laborer	\$16.09	\$16.61	\$17.11
Motor Equipment Operator	\$17.61	\$17.98	\$18.52
Mechanic	\$17.61	\$17.98	\$18.52
Working Supervisor	\$18.67	\$18.86	\$19.03
Temporary Laborer	\$14.19 13.99 MH PK	\$14.19 13.99 MH PK	\$14.19 13.99 MH PK

Employees shall be compensated in accordance with the following schedule January 1, 2005:

	<u>Classification Probationary</u> (First 6 Months)	<u>Regular Rate</u> (Second 6 Mos.)	<u>Regular Rate</u> (After 1 Year)
Laborer	\$16.24	\$16.76	\$17.26
Motor Equipment Operator	\$18.26	\$18.63	\$19.17
Mechanic	\$18.26	\$18.63	\$19.17
Working Supervisor	\$19.33	\$19.52	\$19.69
Temporary Laborer	\$14.34 <i>13.99</i> <i>MM PK</i> <i>ST</i>	\$14.34 <i>13.99</i> <i>MM PK</i> <i>ST</i>	\$14.34 <i>13.99</i> <i>MM PK</i> <i>ST</i>

Employees shall be compensated in accordance with the following schedule January 1, 2006:

	<u>Classification Probationary</u> (First 6 Months)	<u>Regular Rate</u> (Second 6 Mos.)	<u>Regular Rate</u> (After 1 Year)
Laborer	\$16.39	\$16.91	\$17.41
Motor Equipment Operator	\$18.91	\$19.28	\$19.82
Mechanic	\$18.91	\$19.28	\$19.82
Working Supervisor	\$19.99	\$20.18	\$20.35
Temporary Laborer	\$14.49 <i>13.99</i> <i>MM PK</i> <i>ST</i>	\$14.49 <i>13.99</i> <i>MM PK</i> <i>ST</i>	\$14.49 <i>13.99</i> <i>MM PK</i> <i>ST</i>

The aforementioned schedule of wages reflects the following increases:

2003	Laborer	.10 cent per year
	MEO	.60 cent per year
	Mechanic	.60 cent per year
	Working Supervisor	.61 cent per year

The aforementioned schedule of wages reflects the following increases:

2004	Laborer	.10 cent per year
	MEO	.60 cent per year
	Mechanic	.60 cent per year
	Working Supervisor	.61 cent per year

The aforementioned schedule of wages reflects the following increases:

2005	Laborer	.15 cent per year
	MEO	.65 cent per year
	Mechanic	.65 cent per year
	Working Supervisor	.66 cent per year

The aforementioned schedule of wages reflects the following increases:

2006	Laborer	.15 cent per year
	MEO	.65 cent per year
	Mechanic	.65 cent per year
	Working Supervisor	.66 cent per year

Section 2. Longevity Pay

Increase each longevity step by \$125 effective January 1, 2003

Employees shall receive Longevity Service Pay of Two hundred seventy five (\$275.00) Dollars a year upon the anniversary date of completion of three (3) years of continuous employment, and an additional Two Hundred Seventy Fifty (\$275.00) Dollars a year for three (3) years of continuous employment thereafter.

Effective January 1, 2003 all employee covered by this agreement upon completion of twenty-one (21) years of continuous employment shall receive One Thousand Six Hundred Twenty Five (\$1,625.00) dollars a year thereafter, payable by December 1, each year.

Longevity Schedule

3 years	\$275.00
6 years	\$425.00
9 years	\$575.00
12 years	\$725.00
15 years	\$875.00
18 years	\$1025.00
21 years & over	\$1,625.00

Section 3. New Titles

When any position not listed on the wage schedule is established by the employer, it is hereby agreed that the union will be notified and a discussion held, and the rate of pay shall be negotiable.

Section 4. Working Out of Title

Whenever an employee is required to work in the position of Working Supervisor in the absence of the present Working Supervisor for a period of eighty (80) consecutive hours or more, he shall be paid the prevailing rate of pay for such position in accordance with the wage schedule.

Section 5. Probationary Employees Wage Schedule

All probationary employees employed after January 1, ~~1982~~ ²⁰⁰³, shall receive the salaries under the wage schedule in the respective classification for the probationary periods of eight (8) to twenty-six (26) weeks at the discretion of the Superintendent of Highways and thereafter shall receive the next regular rate and upon completion of one (1) year shall receive the regular rate of pay according to the current wage schedule.

Section 6. Pay Day

Pay day shall be every other Friday.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Contracting and Sub-Contracting Public Work

The employer agrees that in the event of a contract for work to be performed by a private contractor causes the elimination of jobs usually performed by employees covered by this agreement, every effort will be made to employ such employees affected on other jobs under its jurisdiction.

Section 2. Temporary Employees

A. Temporary employees shall be hired only at entry level wage rates to supplement the regular work force in season peak periods or emergencies only, with no benefits or vacation accrual.

B. Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this agreement from his original date of consecutive employment as a temporary employee.

C. Temporary employees shall work overtime only if all permanent employees have refused that opportunity to work overtime or were unavailable when called.

Section 3. Full Work Crews

A. For snow removal and ice control, snow plows with wings and sand trucks shall be operated with no less than one (1) operator and one (1) helper.

B. In extreme, emergency situation the Superintendent of Highways may request the operator to go alone until a helper can be located, but under no condition shall this persist more than two (2) hours.

C. Any Town truck under five (5) tons equipped with a plow and sander may be operated by one (1) man.

Section 4. Disabled Employees

The employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform, at the discretion of the Superintendent of Highways, and the Sullivan County Self-Insurance Fund.

Section 5. Bulletin Board

The employer agrees to provide a bulletin board in the Highway Department Building which may be used for the following notices.

- A. Recreational and Social affairs of the Union
- B. Union Meetings
- C. Report of Union Committee
- D. Ruling on policies of the International Union

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Town or any of its employees. No materials, notices or announcements which violate the provisions of this section shall be posted. Any violation of this section shall entitle the employer to cancel such rights.

Section 6. Labor Management Committee

Representatives of the Employer and the Union shall meet from time to time to confer on such matters of mutual concern as, work, rules, safety and health hazards, etc.

Section 7. Leave of Absence

The request for a leave of absence will be in writing from the employee to the employer and will state the time requested for the leave of absence. The reply from the Employer will be in writing. Vacation, sick, personal, or death leave will not accrue during the leave of absence.

ARTICLE XVIII

FILLING OF VACANCIES AND PROMOTIONS

Section 1. Posting and Bidding

The employer shall announce its intention to recruit candidates for a vacant position by posting a notice of the position vacancy, and its duties and qualification requirements for no less than three (3) days. Any employee shall be eligible to apply for appointment by hand posting a written application to the Department Head during the three (3) day period.

Section 2. Eligibility

Eligibility for appointment shall be determined by the employees prior experience and other qualifications to perform the duties normally assigned to an employee in said position, as demonstrated in his application and such practical tests of ability and fitness as the Employer may administer.

Section 3. Selection

Appointment shall be made from among qualified and eligible employees on the basis of experience, skill and ability. Where experience, skill and ability are relatively equal, seniority will prevail, except for promotions to supervisory positions.

Section 4. Tenure

An employee shall have the unqualified right for thirty (30) days following such appointment to be reappointed to the position he held when he applied for the promotion.

ARTICLE XIX

DISCIPLINE AND DISCHARGE

Section 1. Exercise of Rights

A. The only procedure for taking disciplinary action or measure against any employee covered by this agreement shall be set forth in the following action and shall, in addition, apply in lieu of Sections 75 and 76 of the Civil Service Law for the employees who would otherwise be covered by those sections.

B. Disciplinary action or measures shall include only oral reprimand, written reprimand, suspension and discharge.

C. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. When any action or measure is imposed or is pending against an employee, then the Employer shall notify the employee, the Union President, and the Union Steward in writing of the specific reasons for such disciplinary action being imposed and proposed penalty. The written notification shall indicate that one (1) copy has been sent to the appropriate Union Steward, and one (1) copy to the Union President. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee.

D. Prior to the exhausting or institution of the grievance procedures applicable to the disciplinary action, an employee may be suspended without pay only if the employer has reason to believe that the employee's presence on the job represents a potential danger to persons or property, or would severely interfere with operations. However, such determination shall be reviewable by the arbitrator, should the matter become the subject of an arbitration proceeding in accordance with this agreement. In any case, the disciplined employee, upon request, will be allowed to discuss his discharge or discipline with his steward or other authorized representative of the union, and the employer will make available an area where he may do so before he may be required to leave the premises.

Section 2. Disputes as to Discipline and Discharge

When an employer feels there is just cause for a disciplinary or discharge action to be taken against an employee, the action may be processed by the Union as a grievance matter at the 2nd step of the grievance procedure within ten (10) work days of receipt of such notification, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

Section 3. Reinstatement

If in any case where an employee has been suspended pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty too severe then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions of employment as may be determined by the arbitrator.

Section 4. Limitations

An employee shall not be disciplined for acts which occurred more than six (6) months prior to the imposition of the discipline. However, in determining the appropriate discipline, the Town may take into account an employee's entire employment history with the Town.

ARTICLE XX

PROTECTIVE CLOTHING

The employer shall provide a hat and a raincoat to all employees, and such clothing shall be the sole property of the Town of Neversink. The employee shall be responsible for the protective clothing while in his possession, and must turn in his old clothing before being issued new ones, the employer shall supply one (1) pair of coveralls, per year, per employee covered by this agreement.

Effective January 1, 2003 the Town of Neversink agrees to cleaning of the employees coveralls as follows:

Mechanic---- 1 pair per week

All others 1 pair per month *or as needed*

Effective January 1, 1999, the Town shall provide a voucher each year to each member of the bargaining unit authorizing them to purchase one (1) pair of work boots. The value of the voucher will not exceed \$125.00.

CDL License

The Town agrees to reimburse each employee who is required to have a Class (B) CDL License for the amount of the renewal cost, also for three (3) class (A) license renewals *as MU*

designated by the departments needs

ARTICLE XXI

RIGHTS AND RESPONSIBILITIES OF EMPLOYER

Section 1. Abrogating the Authority of Elected Officials

Nothing in this agreement shall be construed as abrogating the authority conferred by law on the elected officials of the Town of Neversink, or the Superintendent of Highways, or in any way to reduce or abridge such authority.

Section 2. Employer Rights and Responsibilities

Except as may otherwise be limited by the express terms of this agreement, the rights and responsibilities of the Employer include, but are not necessarily limited to, the following:

A. To determine the standards of service to be offered by the Town Board and the Superintendent of Highways of the Town of Neversink, not inconsistent with the applicable law.

B. To direct employees of the Highway Department.

C. To hire, promote, transfer, assign and retain employees, and to suspend, demote, discharge or take disciplinary action against employees.

D. To relieve employees from duties because of lack of work or for other legitimate purposes.

E. To maintain the efficiency of government operation entrusted to them.

F. To determine the methods, means and personnel by which such operations are to be conducted, and to take whatever action may be necessary to carry out the mission of the department, office or agency concerned in a situation of emergency.

ARTICLE XXII

ENTIRE AGREEMENT

All existing resolutions of the Town Board of the Town of Neversink regarding salaries, fringe benefits, sick leave, annual leave, personal leave, compensatory time and longevity shall be canceled upon the execution of this agreement, and it is the intention that the terms and provisions herein contained constitute the entire agreement between the parties, and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

ARTICLE XXIII

SAVINGS CLAUSE

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article or section.

ARTICLE XXIV

WAIVER CLAUSE

The parties acknowledge that during the negotiations which proceeded the agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that

the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

ARTICLE XXV

MANDATED PROVISIONS

NOTICE IS PROVIDED BY SECTION 204-A OF THE CIVIL SERVICE LAW AS AMENDED. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVI

TERMINATION AND MODIFICATION

This agreement shall be effective as of the 1st day of January, 2003, and shall remain in full force and effect until the 31st day of December, 2006. It shall be automatically renewed from the year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the proceeding paragraph.

All other proposals are withdrawn.

Entered into this 12 day of NOV, 2002.

FOR THE TOWN OF NEVERSINK

By: Georgiana Lepke
Georgiana Lepke, Supervisor

Bert D. Gault
Councilman

Carol Furman
Councilman

Arch Dean

McMCCO

**FOR AFSCME COUNCIL 66, AFL-CIO,
LOCAL 750**

By: William Mawon
AFSCME Council 66
Staff Representative

John Inedak
Union President

Mark Hume
Union Steward

Mickey VanValkenburg
Committeemen

Preston Kelly
Committeemen

TOWN OF NEVERSINK
P.O. BOX 307 273 MAIN STREET
GRAHAMSVILLE, NY 12740
PHONE: 845 985-7685 Fax: 845 985-7686

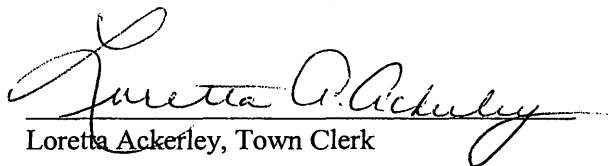
STATE OF NEW YORK :

SS

COUNTY OF SULLIVAN

I, the undersigned Town Clerk, DO HEREBY CERTIFY THAT:

1. I have compared the foregoing copy of the record of ^{A.F.S.C.M.E. - N.Y.C.M.C. #66, Local 750}
Town of Neversink Agreement as on file
in the office of the Town Clerk, and that the same is a true and correct transcript of said
record.


Loretta Ackerley, Town Clerk

Date 1-17-2003