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AGREEMENT

between the

VILLAGE OF CATSKILL, NEW YORK

and

LOCAL 968B and COUNCIL 66

of the

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

for the period

June 1, 2008 through May 31, 2011

RECEIVED

JUL 31 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

16

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|---|-------------|
| 1 | PREAMBLE..... | 1 |
| 1.1 | Intent and Purpose..... | 1 |
| 1.2 | Definition of Employee..... | 1 |
| 2 | UNION SECURITY.. | 1 |
| 2.1 | Recognition | 1 |
| 2.2 | Union Membership..... | 1 |
| 2.3 | Union Dues/Agency Fee | 2 |
| 2.4 | Personnel Practices..... | 2 |
| 2.5 | Pledge Against Discrimination | 3 |
| 2.6 | Access to Premises | 3 |
| 2.7 | Aid to Other Unions.. | 3 |
| 2.8 | Management Rights ... | 3 |
| 2.9 | Contract Negotiations | 3 |
| 2.10 | Labor Management Conferences..... | 3 |
| 2.11 | Union Business | 3 |
| 3 | SETTLEMENT OF DISPUTES | 4 |
| 3.1 | Grievance Procedure .. | 4 |
| 3.2 | Discharge and Discipline | 5 |
| 3.3 | Procedure for Due Process Hearings.. | 6 |
| 4 | SENIORITY ... | 6 |
| 4.1 | Seniority, Probationary Employees | 6 |
| 4.2 | Seniority Lists | 6 |
| 4.3 | Loss of Seniority | 7 |
| 4.4 | Seniority Accrued | 7 |
| 4.5 | Temporary Transfers .. | 7 |
| 5 | WORKFORCE CHANGES .. | 7 |
| 5.1 | Promotion and Method of Filling Positions ... | 7 |
| 5.2 | Layoff, Recall and Bumping Procedures..... | 8 |
| 5.3 | Consolidation or Elimination of Jobs | 9 |
| 6 | WORK HOURS AND WORK WEEK..... | 9 |
| 6.9 | TIME CLOCK | 10 |
| 7 | TEMPORARY ASSIGNMENTS | 10 |
| 8 | WAGES AND CLASSIFICATIONS. | 11 |
| 8.1 | Wage Increases | 11 |
| 8.2 | Training Wage Rate for New Hires | 11 |

| | | |
|------|--|----|
| 8.3 | Training Wage Rate for Promotion.... | 11 |
| 8.4 | Rates for New Jobs | 11 |
| 8.5 | Longevity Service Pay . | 11 |
| 8.6 | Training/Education ... | 12 |
| 9 | OVERTIME PREMIUMS | 12 |
| 9.1 | Overtime | 12 |
| 9.2 | Emergency Overtime.. | 12 |
| 9.3 | Distribution | 13 |
| 9.4 | Call Time | 13 |
| 9.5 | Compensatory Time.. | 14 |
| 10 | TEMPORARY | |
| | SEASONAL AND PART-TIME EMPLOYEES ... | 14 |
| 10.1 | Temporary Employees | 14 |
| 10.2 | Part-Time Employees.. | 15 |
| 11 | HOSPITALIZATION AND MEDICAL..... | 16 |
| 11.1 | Coverage and Eligibility | 16 |
| 11.2 | Termination of Coverage..... | 16 |
| 11.3 | Health Insurance Buy-Out..... | 16 |
| 11.4 | Retired Employee's Coverage.. | 17 |
| 11.5 | Dental Insurance | 17 |
| 11.6 | Eye Insurance . | 18 |
| 12 | WORKER'S COMPENSATION | 18 |
| 12.2 | Policy on Workers' Compensation Cases..... | 18 |
| 13 | NEW YORK STATE DISABILITY ... | 18 |
| 13A. | DEFERRED COMPENSATION | 19 |
| 14 | DISABLED EMPLOYEES..... | 19 |
| 15 | PENSIONS..... | 19 |
| 16 | HOLIDAYS.... | 19 |
| 17 | VACATIONS. | 20 |
| 18 | SICK LEAVE.. | 22 |
| 19 | PAID LEAVES | 23 |
| 19.1 | Personal Leave | 23 |
| 19.2 | Bereavement Leave | 24 |
| 19.3 | Civil Duty | 24 |
| 20 | UNPAID LEAVES..... | 24 |

| | | |
|---|--|-------|
| 20.1 | Leaves of Absence..... | 24 |
| 20.2 | Educational Leave | 25 |
| 21 | GENERAL PROVISIONS | 25 |
| 21.1 | Management Employees | 25 |
| 21.2 | Union Bulletin Boards..... | 25 |
| 21.3 | Snow Plow Crews | 26 |
| 21.4 | Uniforms | 26 |
| 21.5 | Meal Allowance | 26 |
| 21.6 | Car Allowance | 26 |
| 21.7 | Water Filtration Plant Operator/Assistant Operator | 26 |
| 22 | MAINTENANCE OF BENEFITS | 27 |
| 23 | SAVINGS CLAUSE | 27 |
| 24 | NO-STRIKE CLAUSE..... | 27 |
| 24.1 | Lockouts | 27 |
| 24.2 | Strikes | 27 |
| 25 | WORK RULES..... | 27 |
| 26 | FAMILY AND MEDICAL LEAVE POLICY. | 28 |
| 27 | TERMINATION AND MODIFICATION..... | 32 |
| 28 | TOTAL AGREEMENT | 32 |
| APPENDIX A GRADES AND TITLES | | 34 |
| APPENDIX B WAGE SCHEDULE. | | Att'd |
| APPENDIX C HEALTH INSURANCE NOTICE OF BUYOUT..... | | 35 |

AGREEMENT

Notice of Agreement: This Agreement is made and entered into by and between the Village of Catskill, a municipal corporation organized and existing under the laws of the State of New York (hereinafter referred to as the "Employer") and Local 968B and Council 66 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

Statutory 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS BEEN GIVEN APPROVAL.

ARTICLE 1

PREAMBLE

1.1 Intent and Purpose: It is the intent and purpose of the parties that the industrial and economic relations of the Employer and the Union will be promoted and the obligation resting upon the Employer and the Union to render honest, courteous and efficient service will be recognized and consistently fulfilled and that there shall be set forth herein a basic Agreement covering rates of pay, hours of work and conditions of employment which are to be observed by the parties hereunto.

1.2 Definition of Employee: The term "employees" when used in this Agreement shall include all the full-time employees within the job classifications listed in Appendix "A" of this Agreement.

ARTICLE 2

UNION SECURITY

2.1 Recognition: The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment and the administration of grievances arising hereunder for the term of this Agreement for all employees of the Employer listed in Appendix "A" of this Agreement.

2.2 Union Membership: Any employee who elects not to become a member of the Union

shall be required to pay an Agency Shop Fee as set forth in Article 2.3.2.

2.3 Union Dues/Agency Fee

2.3.1 An employee who is a member of the Union shall tender the monthly membership due to the Union by signing the Authorization for Payroll deduction of Union Dues form.

2.3.2 An employee who does not become a member of the Union within thirty days after such employee's hiring date, shall be required to pay a service charge each month to Local 968 and Council 66 of the American Federation of State, County and Municipal Employees (AFL-CIO), in an amount equal to the regular monthly dues of Local 968.

2.3.3 Each pay day, the Employer shall deduct Union membership dues or agency shop fees, as the case may be, levied in accordance with the amount certified by the Union from the pay of each employee.

2.3.4 The aggregate total of all such deductions, together with a list from whom dues have been deducted, shall be remitted to the designated financial officer of Local 968 on a month-to-month basis. The name and address of the financial officer shall be certified in writing by the Local Union President.

2.3.5 Revocation of authorization cards shall be honored only after written notice has been given to the Local Union President.

2.3.6 Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

2.3.7 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer in reliance upon agency fee deductions or dues deduction authorization cards furnished by an employee and/or the Union.

2.4 Personnel Practices: The Employer shall provide copies of this Agreement to all employees in the bargaining unit and all new employees as they are hired. In addition, a membership application and payroll deduction authorization form provided by the Union shall be given to each new employee when hired by the Employer.

2.5 Pledge Against Discrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

2.6 Access to Premises: The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, representatives of Council 66 and/or representatives of Local 968 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees. Such access shall be with the prior approval of the employees' Department Head.

2.7 Aid to Other Unions: The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the employees or those designated as representatives or subordinate staff for any purposes, and that the payroll deduction of dues for any such other organization shall not be permitted.

2.8 Management Rights: It is agreed that the Employer retains the right to direct employees, to hire, promote, transfer, discipline subject to law and terms and conditions of this Agreement, to maintain the efficiency of operations, to determine the methods, means, processes and personnel by which said operations are to be conducted and to take whatever action is necessary to carry out the mission of the Department, provided that such rights shall not be in violation of any other Sections of this Agreement.

2.9 Contract Negotiations: The Employer will give time off with no loss of pay to a maximum of four members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during such employees' regular working hours.

2.10 Labor Management Conferences: Conferences between representatives of the Employer and of the Union shall be held upon the request of either party to discuss procedures for avoiding grievances and methods of improving relationships between the parties generally. These meetings, limited to three representatives of each party, will be arranged in advance and held at reasonable hours mutually agreed upon by the parties. Union representatives at these meetings shall suffer no loss of time or pay should these meetings fall within such employees' regular work hours.

2.11 When a Local 968B bargaining unit member meets with the Employer or an Agent of the Employer for official Union business, the bargaining unit member will be paid for the meeting if it occurs during the employee's regular work day.

ARTICLE 3

SETTLEMENT OF DISPUTES

3.1 Grievance Procedure

3.1.1 It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances and disputes of employees. For the purpose of this Article, a grievance shall mean any dispute over the interpretation or application of this Agreement.

3.1.2 A dispute concerning the application and/or interpretation of this Agreement is subject to all steps of the grievance procedure including arbitration.

3.1.3 Prior to initiating a formal written grievance pursuant to this Article, the aggrieved employee and/or Union shall attempt to resolve disputes subject to this Article informally by reviewing them with the appropriate immediate supervisor. The immediate supervisor shall attempt to resolve the dispute within two workdays.

Step 1: In the event that the grievance has not been satisfactorily resolved at the informal stage of the grievance procedure, the Union shall present the grievance in writing to the Department Head within ten workdays of the day on which the alleged grievance occurred or within ten workdays of the date on which the employee or the Union first knew of such occurrence. The written appeal shall contain a description of the relevant facts from which the grievance derives and specific references to all Sections of the Agreement which the Union claims have been violated. Within five workdays of the receipt of the written grievance, the Department Head shall respond, in writing, to the Local Union President and the aggrieved employee.

Step 2: If the alleged grievance is not settled at Step 1, the Local Union President or Chief Steward, within ten workdays of the receipt of the Department Head's Step 1 answer, will appeal to the Public Works Committee of the Village Board and the Department Head. A meeting shall be held with the Union and the Public Works Committee of the Village Board and the Department Head. Within ten workdays after the conclusion of this meeting, the Chairman of the Public Works Committee shall notify the Union of its answer in writing.

Step 3: In the event that the grievance has not been satisfactorily resolved at Step 2 of the grievance procedure, the matter may be referred to the New York State Public Employment Relations Board for selection of an Arbitrator in accordance with its rules for such selection. Such a request for arbitration must be made within ten workdays of the written answer of the Public Works Committee in Step 2 above.

The decision of the Arbitrator shall be final and binding on both the Employer and the Union, and shall be forthcoming within thirty calendar days after the conclusion of testimony and argument.

Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.

No Arbitrator shall have any power to amend, modify or delete any provisions of this Agreement.

Representatives of the American Federation of State, Country, and Municipal Employees, and/or Council 66, may participate in all steps of the grievance procedure if desired.

All time limits shall apply unless extended by mutual written Agreement.

3.1.4 No provision in this Agreement shall be interpreted to require the Union to represent an employee in any stage of the grievance procedure if the Union considers the grievance to be without merit.

3.2 Discharge and Discipline

3.2.1 Disciplinary action or measures may only be imposed upon an employee for failing to fulfill the employee's responsibilities as an employee. Unless otherwise agreed to by both parties, the following steps shall be followed in this order except in cases where an employee's continued presence on the job will constitute a clear danger to the employee, other employees or the public's health or safety or if it is the Employer's belief that the employee committed a criminal offense while on duty:

- Step 1 - Oral warning (written notice to be given)
- Step 2 - Written reprimand
- Step 3 - Suspension
- Step 4 - Suspension subject to discharge
- Step 5 - Discharge

3.2.2 All employees covered by this Agreement shall have the right to Union representation in disciplinary matters and the Employer shall inform an employee of the right to Union representation at the initiation of the disciplinary action.

3.2.3 No employee shall be disciplined except for just cause.

3.2.4 Whenever the Employer seeks to impose discipline, the employee shall be served with a written notice of the specific charges being brought against the employee and the proposed penalty. The notice of discipline shall include dates, times, and places. A copy of the charge shall be given to the Local Union President at the time it is given to the employee.

3.2.5 The grievance procedure set forth in Article 3.1 shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Sections 75 and 76 of Civil Service Law.

3.2.6 An oral warning or a written reprimand will remain in an employee's file for 18 months unless there are additional offenses. Where additional offenses exist, the warning or memo will remain in the employee's file for 18 months after the latest offense or discipline.

3.3 Procedure for Due Process Hearings: After an employee has exhausted all paid leave credits and where, because of statutory mandate under Sections 71, 72 or 73 of Civil Service Law, the Employer is required to hold a due process hearing, the procedure utilized by the Employer shall be as follows:

1. The Employer may appoint a Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. Such Hearing Officer may not be an employee nor a resident of the Village.
2. The Union and the employee shall receive notice of said hearing, by certified mail, at least four-weeks prior to the hearing. The employee shall be entitled to retain representation and fully present evidence and testimony in support of the employee.
3. The award may be appealed by the Employer or the employee pursuant to Article 78 of the Civil Practice Law and Rules.

ARTICLE 4

SENIORITY

4.1 Seniority, Probationary Employees

4.1.1 A new employee hired in the bargaining unit shall be considered as a probationary employee for the first ninety workdays of employment. When an employee completes this probationary period, said employee shall be entered on the seniority lists of the bargaining unit and shall rank for seniority from the first day of actual work. There shall be no seniority among probationary employees.

4.1.2 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 2.1 of this Agreement, except discharges and disciplined employees for other than Union activity.

4.2 Seniority Lists

4.2.1 The seniority list on the date of this Agreement will show the names, job titles and date

of hire of all employees in the bargaining unit who are entitled to seniority.

4.2.2 The Employer will keep the seniority lists up to date and will provide the Union annually with an up-to-date copy and will make available the seniority list at any time to the Union.

4.3 **Loss of Seniority:** An employee shall lose seniority for the following reasons:

1. The employee quits; seniority will be reinstated if the employee is rehired within one year from the date the employee quit.
2. The employee is discharged and the discharge is not reversed through the grievance procedure as set forth in this Agreement.
3. The employee is absent for three consecutive workdays without notifying the Employer.
4. The employee fails to return to work when recalled from layoff.
5. The employee fails to return promptly from sick leave or any leaves of absence without just cause.
6. The employee retires.

4.4 **Seniority Accrued:** An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid or up to one year unpaid approved leave of absence.

4.5 **Temporary Transfers:** If an employee is transferred temporarily to a position not included in the unit, such employee shall have accumulated seniority while working in the position to which the employee was transferred. An employee transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

ARTICLE 5

WORKFORCE CHANGES

5.1 **Promotion and Method of Filling Positions**

5.1.1 The term promotion means the advancement of an employee covered by this Agreement to a higher paying position. Where there is an opportunity for promotion, or wherever a new job classification opening or a vacancy occurs, the position shall be posted on the bulletin boards for a period of five workdays, stating the job title, pay rate and necessary qualifications for the job.

5.1.2 During the posting period, an employee who wishes to apply for transfer or promotion into the open position, including an employee on layoff, may do so. The application shall be in writing and it shall be submitted to whom the notice shall direct. The Employer will, if requested by the Union, make available the names of such applicants.

5.1.3 An employee who is awarded a lateral or downward bid or transfer will be subject to a twelve month freeze in that position from the time of the award. After that freeze period, such employee will be eligible to bid into other positions.

a. Any employee who is sent to training, at Village cost, will repay the full cost of said training if the employee either leaves the Village service or bids out of the job (for which training was taken) with less than a four (4) full year of service commitment following completion of said job training. The amount owed shall be taken from any monies due and owing to the employee, including final pay check or leave accruals.

5.1.4 The Employer shall fill bargaining unit positions from among qualified employees within the bargaining unit who have made application. Where application is made by more than one equally qualified employee, seniority shall be the determining factor in filling the position.

5.1.5 The opinion of the Local Union President is welcomed and encouraged by the Village Board.

5.1.6 Once a job has been posted, it shall be filled within thirty calendar days after the notice is taken down or it shall be reposted at a later date in accordance with Article 5.1.1 above.

5.1.7 Any employee selected in accordance with the procedure set forth above shall undergo a trial period of not more than twenty-two workdays. If it is found that such employee does not meet the required standards of the position to which the employee has been selected, then such employee shall be restored to the employee's former position. Said trial period may be extended by the Village Board an additional twenty-two workdays in order to fully evaluate the employee in the performance of the employee's duties in both the summer and winter season. Under no circumstances will this probation period extend beyond six months.

5.2 Layoff, Recall, and Bumping Procedures

5.2.1 Any reduction in the workforce resulting from the abolition of positions in the competitive class shall be carried out in accordance with Sections 80 and 81 of the Civil Service Law and appropriate rules of the local Civil Service Commission. In all other cases, layoff or recall, seniority shall be the governing factor provided the employees remaining have the present ability to perform the work. An employee will be permitted to bump to other jobs provided such employee has the seniority and the present ability to perform the work.

5.2.2 An employee to be laid off will have at least five calendar days notice of layoff. The

Union shall receive a list from the Employer of the employee(s) being laid off on the same date that the notice(s) are issued to the employee(s).

5.2.3 Exemption - notwithstanding anything contained herein, in the event of a layoff, the President, Vice-President, Secretary-treasurer and Chief Shop Steward during their term of office, shall be the last persons to be laid off in the bargaining unit provided they are presently qualified to perform the available work.

5.2.4 When the working force is increased after a layoff, an employee will be recalled according to seniority, provided such employee meets the requirements of the job. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. If an employee fails to report within five calendar days from the date of mailing of such notice of recall, the employee shall be considered a quit. Recall rights for an employee shall expire one year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at the employee's last known address by registered or certified mail provided the employee has not been considered a quit in accordance with this Section.

5.3 Consolidation or Elimination of Jobs

5.3.1 It is understood and agreed that the Employer will notify the Union as soon as is practicable, in writing, of any decision involving expansion, partial or total closure, or termination of any facilities or operations.

5.3.2 The Employer, when practicable, will not effectuate or implement any such change where such actions would affect the employees covered by this Agreement for a period of at least thirty days from the date of said notice.

5.3.3 In the event that the Village is dissolved, the Village agrees to ask the Town to give preference, when hiring, to Village employees.

ARTICLE 6

WORK HOURS AND WORK WEEK

6.1 The basic work day for all employees shall be eight consecutive hours per day and the basic work week shall be forty hours. The workdays shall be from Monday through Friday except for employees in the Waste Water Treatment Plant or the Water Filtration Plant.

6.2 Work schedules once posted shall not be changed unless the changes are mutually agreed upon by the Union and the Employer, except in the case of an emergency declared by the Village, County, State, or Federal Government.

6.3 Within the discretion of the Employer, in the event of a severe storm, floods or acts of

God, an employee's failure to report to work or an employee reporting to work after the employee's scheduled starting time will be excused.

6.4 Work schedules shall provide for a fifteen minute rest period during each one-half shift. The rest period shall be scheduled as near the middle of each one-half shift as possible.

6.5 An employee who, for any reason, works beyond the employee's regular quitting time into the next shift, shall receive at least a fifteen minute rest period before the employee starts to work on such next shift. In addition, the employee shall be granted the regular rest period that occurs during the shift.

6.6 Under no circumstances shall an employee be sent home during the employee's regularly scheduled shift for the purpose of calling the employee back to work on another work shift that would normally be an overtime situation.

6.7 Employees shall be granted a fifteen minute personal cleanup period prior to the end of the final work shift.

6.8 All employees covered by this Agreement shall have an unpaid lunch period of one-half hour.

6.9 **Time Clock:** The Village may require employees to punch a time clock at the beginning of the day, at the end of the day and upon leaving and returning from lunch.

ARTICLE 7

TEMPORARY ASSIGNMENTS

7.1 A temporary assignment is defined as the filling of a job vacancy that may occur periodically in any job classification because of illness, vacation, leave of absence or emergency.

7.2 Temporary job assignments shall be filled by the Employer by assignment or reassignment based on seniority and qualifications.

7.3 An Employee who is assigned to fill any temporary vacancy shall be paid the wage rate established for the job or the employee's own wage rate, whichever is higher.

ARTICLE 8

WAGES AND CLASSIFICATIONS

8.1 Wage Increases

8.1.1 Effective June 1, 2008, the base wage rate will be increased by 4.0% (four percent).

8.1.2 Effective June 1, 2009, the base wage rate will be increased by 4.0% (four percent).

8.1.3 Effective June 1, 2010, the base wage rate will be increased by 4.0% (four percent).

8.2 Training Wage Rate for New Hires

8.2.1 A new employee shall be paid a training wage rate equal to fifty cents (\$.50) less than the base wage rate for the position to which the employee is being hired.

8.2.3 At the completion of the ninety work day probation period, as set forth in Article 4.1.1, the employee shall be paid the base wage rate for the position to which the employee is being hired.

8.3 Training Wage Rate for Promotions

8.3.1 Notwithstanding the provisions of Article 7 (Temporary Assignments), when an employee is promoted in accordance with Article 5.1 (Promotion), said employee shall be paid a training wage rate equal to fifty-percent of the difference between the base wage rate the employee was paid in the employee's previous position and the base wage rate for the position to which the employee is being promoted.

8.3.2 When the Department Head has determined that the employee has reached proficiency in the new position or at the completion of six calendar months, whichever is the lesser, the employee shall be paid the base wage rate for the position to which the employee is being promoted as set forth in Appendix B of this Agreement.

8.3.3 Such employee shall receive an evaluation after eight weeks in the position the employee is being promoted to. The evaluation shall be in writing and shall identify the employee's proficiencies and/or deficiencies.

8.4 **Rates for New Jobs:** When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer or the Employer's representative will notify the Union prior to establishing the rate structure. In the event that the Union does not agree with the rate structure, it shall be subject to the grievance procedure.

8.5 **Longevity Service Pay:** On the First of November of every year, a longevity service

bonus shall be paid to all employees covered by this Agreement who have completed two years of service on or before November 1 of said year. The amount of an employee's bonus, if any, will be based on the schedule provided below:

| <u>Years of Completed Service</u> | <u>Longevity Service Pay</u> |
|-----------------------------------|------------------------------|
| 2 - 5 yrs | \$575 |
| 6 - 10 yrs | \$650 |
| 11 - 15 yrs | \$725 |
| 16 - 20 yrs | \$800 |
| 21 - 25 yrs | \$900 |
| 26 - 30 yrs | \$1,050 |
| 31yrs | \$1,200 |

8.6 **Training/Education:** The Employer should decide if the training is necessary or in the employee's line of work. The employee must receive prior approval from the Employer, and upon successful completion of the course, the Employer will reimburse the employee for the cost of the course. The employee shall receive his or her regular rate of pay for time at training, with a maximum of eight hours per day of training. Time spent at training courses on regularly scheduled days off will be compensated via compensatory time.

ARTICLE 9

OVERTIME PREMIUMS

9.1 Overtime

9.1.1 An employee working over eight hours in one-day or over forty hours in one week shall be compensated at time and one-half.

9.1.2 In no case shall overtime be duplicated.

9.1.3 Exclusive at the Water Filtration Plant and the Waste Water Plant only, a continuous work week provision is adopted to provide overtime pay when an employee works on the 6th and/or 7th day of the employee's scheduled work week.

9.1.4 Payment of Overtime - Any overtime earned on the last day of the pay period (that being traditionally on a Wednesday) will be paid to the employee during the following pay period.

9.2 **Emergency Overtime:** Overtime work shall be voluntary except in cases of emergency. Notice of this type of overtime shall be given to the affected employee as soon as possible. If an employee has a personal emergency, such employee may request to be excused from such an overtime assignment.

9.3 Distribution

9.3.1 Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime work shall be equalized as much as is possible at the end of each month. Equalization to occur on the next overtime opportunities.

9.3.2 On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to one's credit at the time, unless overtime involves a crew already working to complete a detail extending from regular time. If this employee does not accept the assignment, for any reason, the employee with the next fewest number of overtime hours to one's credit will be offered the assignment. This procedure shall be followed until the required number of employees have been selected for overtime work. For the purpose of this Section, time not worked because the employee was unavailable, or did not choose to work, will be charged as if the employee worked double the same number of overtime hours as the employee who accepted the overtime work. This paragraph shall also apply to an employee who has made application for vacation call-out according to Article 17.7.

9.3.3 A record of the overtime hours worked by or charged to each employee shall be posted on the appropriate department's bulletin board at the first of each month.

9.3.4 The Employer may not utilize a probationary employee, as defined in Article 4.1.1, for more than three call-outs, which shall not to exceed twenty-four total overtime hours, unless no other qualified employee is available.

9.4 Call Time

9.4.1 Any employee called for emergency duty in addition or outside of the employee's regular scheduled shift shall be paid for a minimum of four hours at the rate of time and one-half.

9.4.2 If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half until the employee completes four hours work. The employee shall then be paid for the balance of the employee's regular work shift at the appropriate rate.

9.4.3 Under no circumstances shall an employee be sent home during the employee's regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or anytime thereafter.

1. An employee who is called on or prior to 11:00 p.m. and works up to the beginning of the regular scheduled work shift will be granted a two-hour rest period with straight pay, to be taken at the Employer's discretion, during the employee's normal work shift. The two-hour rest period shall be taken at

reasonable times throughout the workday.

2. Should an employee be called to work after 11:00 p.m. but before the beginning of the workday, such employee shall be granted sufficient time off to rest before the employee is required to work any additional overtime that would begin at the end of the employee's normal quitting time. This rest period shall be two hours with straight pay prior to working any additional overtime.

9.5 Compensatory Time

At the employee's discretion, employees may elect to receive compensatory time in lieu of overtime at the rate of one and one-half (1.5) hours of compensatory time for each hour of overtime worked. The employee may accrue up to 30 hours of compensatory time. Once an employee reaches a 30-hour compensatory time level, they will not be allowed to accrue any additional compensatory time (i.e., if the employee has 30 hours of comp time, and uses five, they cannot reaccumulate five additional hours towards the 30 hour cap). All compensatory time will be zeroed out (paid out in full) as of May 31 of each fiscal year.

No more than three (3) employees may be on pre-approved leave at any one time (*see also*, Sections 16.6, 17.1 and 19.1.2).

ARTICLE 10

TEMPORARY SEASONAL AND PART-TIME EMPLOYEES

10.1 Temporary Employees

10.1.1 Temporary employees shall be hired only to supplement the regular workforce in seasonal peak period or emergencies. No temporary employee shall fill any established vacant position, nor shall one be hired on a temporary basis to fill higher than entrance level positions, except when a permanent employee in such entrance level position is not available to fill such positions on a temporary reassignment. Such a temporary employee will have a ninety workday probationary period at which time such employee will be made permanent or will be terminated.

10.1.2 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 the employee's last day of hire as a temporary employee.

10.1.3 A temporary employee shall receive the same rate of pay as a probationary employee within the same classification.

10.1.4 During the terms of employment, a temporary employee shall receive no fringe benefits, acquire no seniority and replace no permanent employee.

10.1.5 The Union acknowledges no jurisdiction over seasonal and/or temporary employees at the cemetery, parks, or ice skating rink. However, should such a non-bargaining unit employee perform any work covered by this Agreement, such employee shall receive the rate of pay of that bargaining unit position as provided by this Agreement.

10.2 Part Time Employees The Village has the authority to hire part-time employees for the Department of Public Works.

10.2.1 The part-time employees shall be hired only to supplement the regular workforce; no part-timer shall fill any established vacant position.

10.2.2 The Village will have the discretion to schedule the part-time workforce for up to twenty-four (24) hours per week per part-time employee. There is no limit on the number of people in the part-time workforce.

10.2.3 There is no limit on the number of hours that a part-timer can work in cases of emergencies or where the part-time is filling an overtime slot.

10.2.4 Should the employer schedule any part-time employee for over 20 hours a week on a regular basis, such employee must be placed in the bargaining unit and be given the full benefits in the CBA.

10.2.5 The Village will comply with Article 9 of the Agreement in distributing overtime and offering overtime opportunities to full-time employees prior to giving the overtime slot to a part-time employee.

10.2.6 The part-time employee shall be paid the wage rate applicable to the appropriate Grade and Title in the CBA. Said part-time employee shall receive no other benefits in the CBA, nor shall they be in the bargaining unit.

10.2.7 Should any problem arise that were not contemplated prior to entering into this agreement, the parties agree to meet to discuss the issues and attempt to resolve them.

ARTICLE 11

HOSPITALIZATION AND MEDICAL

11.1 Coverage and Eligibility

11.1.1 The Employer shall continue the hospitalization and medical coverage under the New York State Empire Plan, Core Plus, or its equivalent, paying the full premium for such coverage for each employee and the employee's eligible dependent(s) for the term of this Agreement.

Any employee hired after August 31, 1999, shall contribute 10% to the cost of the hospitalization and medical coverage.

11.1.2 The Employer may change carriers and/or provide alternative plans during this Agreement provided such alternative plans are substantially equivalent to the plan currently provided. The Employer will consult with the Union prior to making any such change. Any dispute over the equivalency will be subject to the grievance procedure as set forth in Article 3.

11.1.3 A new employee will be eligible for hospitalization and medical coverage on the first of the month following the employee's completion of thirty workdays, provided the employee pays fifty percent (50%) of the applicable monthly premium. The employee's premium contribution will be deducted in equal amounts from the employee's biweekly paycheck. At the completion of the ninety day probation period, as set forth in Article 4.1.1, the Employer will pay its portion of the premium in accordance with Article 11.1.1, above.

11.2 **Termination of Coverage:** Health insurance coverage provided by the Employer will terminate **ONLY** after the provisions of the New York State Insurance Law concerning "Continuation Requirements" have been met.

11.3 Health Insurance Buy-out

11.3.1

A full-time employee who is insured under another health insurance plan may elect to waive participation in the Village's health insurance plan(s). Each employee electing the health insurance buy-out and providing proof of alternative health insurance coverage, shall receive a one-time payment of \$1,500 for each calendar year that the buyout is in effect. Payout will be in one lump sum and paid during the first pay period of each December. In the event the employee elects a health insurance waiver during his first year of service, the buyout amount will be prorated.

Health insurance buyout option will not be available if the alternative coverage available to the employee of this bargaining unit is coverage offered by the Village, to another Village

employee.

11.3.2 In order to be eligible for the health insurance buyout as detailed in paragraph 11.3.1 above, the employee must confer with the Union and, thereafter, provide notice to the Employer that the employee is covered under another health insurance plan and will be electing the buyout. The form for such health insurance buyout is attached to this Agreement as Appendix "C" and made a part hereof, and should be utilized by the employee assuming health insurance buyout is being elected. The form must be filed on a yearly basis, no later than November 15, for the calendar year forthcoming during which the buyout will be in effect.

11.3.3 An employee may elect to resume coverage in the Village's health insurance plan on the first day of the following month provided the employee gives the Employer a minimum of five business days notice. Reinstatement shall be subject to any terms, conditions and/or limitations pertaining to preexisting medical conditions as set forth in the contracts issued by the carrier(s).

11.3.4 An employee whose spouse is employed by the Employer shall not be eligible for the health insurance "buy-out".

11.3.5 A retiree shall not be eligible for the health insurance "buy-out".

11.4 Retired Employee's Coverage

11.4.1 (Effective June, 1987) Dependent(s) of retired employees are eligible to be covered under the Employer's health insurance plan, however, the additional cost of covering any new dependent(s) shall be paid entirely by the employee.

11.4.2 The same health and medical coverage provided to an active employee shall be provided to an employee who retires after fifteen years of service with costs shared according to the following schedule:

| <u>Percent of Cost</u> <u>Years of Service</u> | <u>Percent of Cost</u> <u>Paid by Employee</u> | <u>Paid by Employer</u> |
|---|---|-------------------------|
| 15 | 75% | 25% |
| 20 | 50% | 50% |
| 25+ | 25% | 75% |

11.4.3 At age 65, retirees become covered by Medicare, Part B, and the Village health insurance is secondary coverage.

11.5 **Dental Insurance:** Each employee in the bargaining unit and the employee's eligible dependent(s) shall be allowed to participate in the GHI Preferred Family Dental Plan paid for by the Village.

11.6 **Eye Insurance:** Each employee in the bargaining unit and the employee's eligible dependent(s) shall receive an eye care insurance plan. The Employer shall pay 100% of the premium of said plan.

ARTICLE 12

WORKERS' COMPENSATION

12.1 Each employee covered by this Agreement will be covered by the applicable Workers' Compensation Laws.

12.2 **Policy on Workers' Compensation Cases:** The first five workdays will be charged to the employee's sick leave credits, thereafter either:

1. First choice: Full salary to the employee with the Employer being reimbursed at compensation rate and the balance deducted from the employee's sick leave accruals or;
2. Second choice: No salary from the Employer, the employee will receive Workers' Compensation payments only.

Note: The first option would be in effect only until the employee's accumulated sick leave credits had been exhausted.

ARTICLE 13

NEW YORK STATE DISABILITY

The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee. Employee shall receive a supplemental sum equal to the difference between the employee's wages and the employee's Disability Benefits, upon the employee's option, but such supplemented sum shall be deducted from sick leave credits, or vacation or personal leave credits when said leave credits have been exhausted.

ARTICLE 13A

DEFERRED COMPENSATION

The Village of Catskill will provide (at no cost to the Village) a payroll deduction for a deferred compensation program mutually selected by the Village and employees.

ARTICLE 14

DISABLED EMPLOYEES

The Employer shall make every effort to place an employee who, through physical sensitivity or otherwise, becomes partially disabled in the performance of the employee's present job, on work which the employee is able to perform. Such employee shall furnish medical proof and request reassignment if change of position is required.

ARTICLE 15

PENSIONS

The Employer shall provide the New York State Improved Career Retirement Plan, 75(i).

ARTICLE 16

HOLIDAYS

16.1 Paid holidays shall be as follows:

| | |
|--------------------------|-------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | Floating Holiday |

16.2 An employee will be paid the current rate based on the employee's normal workday for said holiday. If the holiday is on the first day of an employee's weekend, the day before shall be a paid holiday. If the holiday is on the second day of an employee's weekend, the day after shall be a paid holiday.

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

16.4A. An employee who works on a holiday shall receive holiday pay plus one and one-half of the straight time rate for all hours actually worked and any call time involved.

B. In order to receive any holiday pay detailed in this Article 16, the employee must work the day before and the day after the holiday. However, if the employee has received prior approval for the absence or provides a note from a certified health care provider supporting the absence, the employee will receive holiday pay.

16.5 An employee who works on Thanksgiving, Christmas, New Year's Day or Memorial Day shall receive holiday pay plus two times the straight time rate for all hours actually worked and at least four hours double time if called in on any of these Holidays. If an employee is called in on the day prior to any of these Holidays, such employee will receive time and one-half for a minimum of four hours, but for any hours actually worked which extend into the Holiday, such employee will receive double time. Call time which bridges the beginning of the Holiday will not obligate the Employer to pay double time on the day before.

16.6A. An employee desiring to use the "floating holiday" must schedule the day off, with prior approval of the Department Head;

B. note: no more than three (3) employees may be on pre-approved leave at any one time (*see also*, Sections 9.5, 17.1 and 19.1.2).

ARTICLE 17

VACATIONS

17.1 Vacation schedules shall be arranged in advance each year. Employees desiring to utilize vacation leave of three (3) days or more must provide the Employer with two (2) employee-weeks advance notice. If less than three (3) days vacation is requested the employee must provide 24-hour notice. At the discretion of the Superintendent, this notice may be waived. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or the time of the year when such vacation may be taken, then employees with the greatest seniority within a classification shall be given the choice of vacation period in the event of conflict over vacation periods. However, no more than three (3) employees may be on pre-approved leave at any one time (*see also*, Sections 9.5, 16.6 and 19.1.2)

An employee shall be entitled to vacations each year as follows:

Upon completion of:

| <u>Years of Service</u> | <u>Workdays</u> |
|-------------------------|-----------------|
| one - four | ten |
| five - nine | fifteen |
| ten | twenty |
| eleven | twenty-one |
| twelve | twenty-two |
| thirteen | twenty-three |
| fourteen | twenty-four |
| fifteen | twenty-five |

Except that employees hired after May 31, 1999 shall cap out at four weeks vacation and shall not accumulate more than 20 days of vacation after ten years of service.

17.2 Vacation credits may only be carried over from one year into the following year and/or accumulated to the maximum of thirty days with authority of the Village Board of Trustees.

17.3 If a holiday falls within a vacation period, an additional day will be granted.

17.4 An employee working during a vacation will receive one and one-half times the employee's regular rate of pay in addition to the employee's vacation pay.

17.5 Accumulated vacation credits shall be paid to the employee upon separation from service subject to the employee having given the Employer a minimum of five workdays notice of such separation.

17.6 In the case of the death of such employee, such payment shall be made to the employee's estate.

17.7 An employee shall be considered to be on vacation and not entitled to "call-out" from the end of the employee's last shift worked to the start of the employee's first scheduled shift after vacation unless said employee has indicated in writing that the employee will accept a "call-out". Said employee shall be used as the last "call-out" in the classification or department. The employee's penalty will be doubled only if the employee is actually called.

ARTICLE 18

SICK LEAVE

18.1 Each employee will earn sick leave at the rate of 1 1/4 days per month (15 days per year) to a maximum accumulation of 200 days. All employees hired after May 31, 1996 shall earn 6-3/4 sick leave hours per month (10 days per year).

18.2 Sick leave may be used when the employee is rendered unable to perform the duties of the employee's employment by sickness or disability, is quarantined by health authorities, or is scheduled to visit a health care provider during working hours. In addition to utilizing accrued sick leave for the employee's own illness, available sick leave days may be used for illness of a spouse or child.

18.3 In cases of three or more days of continuous sick leave use, the Employer may require certification of the sickness, disability, or cause of absence by a health care provider. In cases where the Employer requests such certification, the Employer will bear the cost of such certification, if any, provided employee submits all bills to the health insurance carrier first.

18.4 An employee, while on paid sick leaves, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement with the exception of the right to overtime "call-out" until after the employee has returned to start a regularly scheduled shift. For the purpose of this paragraph, leave for doctor's appointments shall be excluded. A doctor's certificate shall be required. Periods of disability shall not constitute time worked for purposes of benefit accruals.

18.5 Upon separation from employment because of retirement, death or layoff, accumulated unused sick leave shall be paid in cash to the employee or the employee's estate, at the rate of pay current on the date of retirement or death to the maximum accumulated or to 150 days whichever is the lesser amount.

EXCEPTIONS: SICK LEAVE PAYOUT AND RETIREMENT HEALTH INSURANCE

1. Any employee who has attained twenty years of service in the Village by January 1, 1988 shall have the option to take the hospitalization benefit in retirement in Article 11.3 OR to keep the maximum cash payment on retirement or death in Article 18.5, but not both.
2. After June 1, 1989, the maximum number of days of accumulated unused sick leave which will be paid for in cash shall be 75 days.

18.6 The Village will install a recording device at the Department of Public Works at the Garage Office. The purpose of this recording device is to permit an employee to inform the Village

before the start of the employee's regular shift that the employee will not be at work at the beginning of that shift due to illness. The recording device may also be used by an employee working at the Sewer Treatment Plant in the event the employee is unable to reach the Plant before the start of the employee's regular shift.

18.7 Sick Leave Incentive.

a. If any employee has 125 or more days of accumulated sick time at the beginning of the year, he/she can sell ½ of that year's unused entitlement to the Village at the current rate of pay. Once an employee reaches 200 days, he/she may sell ½ of that year's entitlement but will lose the remainder of the year's entitlement (over 200 days).

The entitlement to sell back time is determined at the beginning of the year. The sell back, however, is to occur at the end of that year.

b. At retirement, an employee with twenty-five (25) years of service can exchange the seventy-five (75) accumulated sick days referenced in Section 18.5(2) for 100% paid health insurance. Any employee hired after February 27, 2003, will not be entitled to this option.

ARTICLE 19

PAID LEAVES

19.1 PERSONAL LEAVE

19.1.1 On June 1st of each year, employees hired on or before May 31, 1996 shall be permitted personal leave according to the following schedule:

| <u>Years of Service</u> | <u>Days of Leave</u> |
|-------------------------|----------------------|
| Upon completion of 0-3 | 3 days |
| Upon completion of 4 | 4 days |
| Upon completion of 5+ | 5 days |

All employees hired after May 31, 1996 shall be given three (3) personal leave days annually.

19.1.2 Personal leave shall be given annually and shall not be cumulative. In the granting of personal leave, the employee must give the Department Head advance written notice of such personal leave. Note: No more than three (3) employees may be on pre-approved leave at any one time (*see also*, Sections 9.5, 16.6, 17.1).

19.1.3 An employee must give the Department Head at least a one-day written notice for personal leave. This requirement may be waived in the sole discretion of the Department Head.

19.2 BEREAVEMENT LEAVE

19.2.1 In the event of death in the family of an employee's spouse, parents, children, sister, brother, grandparents, father-in-law, mother-in-law, the employee shall be granted four days leave of absence with full pay to make household adjustments or attend funeral services.

19.2.2 In the event of death of an employee's brother-in-law or sister-in-law, the employee shall be granted one-day leave of absence with full pay.

19.2.3 In any case of death in the family which occurs during an employee's vacation period, upon application for such leave by an employee, the employee shall have the option of extending the employee's vacation period for the additional time, or take the time for use at some future date, provided however, that proof of such family death is established in writing by a licensed physician who is in attendance, or other authority, whichever the case may be.

19.2.4 The Employer may, upon prior request, grant additional days of bereavement leave in cases of unusual circumstances as determined by the Employer in its sole discretion.

19.3 CIVIL DUTY

19.3.1 A regular employee who loses time from the employee's job because of the employee's required service on jury duty or who is subpoenaed to appear before a court or other public body on any matter not related to the employee's work, shall be paid by the Employer the difference between the employee's job rate for eight hours and the daily jury fee or any other remuneration the employee may receive exclusive of mileage.

19.3.2 In the event the employee is required to appear in court or before a body as a party to any private legal action, which is not job related, the provisions of Article 19.3.1, shall not apply. Such absence will be charged to the employee's appropriate leave credits, excluding sick leave.

ARTICLE 20

UNPAID LEAVES

20.1 LEAVES OF ABSENCE: Leaves of absence for a reasonable period, as defined below, will be granted without loss of seniority.

1. Serving in any elected position in the Union Council or International Union: One year.
2. Illness Leave (physical or mental): One year.

3. Prolonged illness in immediate family of spouse, children, stepchildren or wards: One year.
4. Upon return from a leave, the employee will be rehired in the same classification upon the employee's return to duty.
5. Such leaves of absence will be granted upon recommendation of the Department Head and upon approval by the Village Board.

20.2 EDUCATIONAL LEAVE

20.2.1 An employee shall be granted leaves of absence to attend school, provided that the attendance of such courses are of mutual benefit to the employee and the Employer and approved by the Department Head and the Village Board. An employee may be required to attend a school or workshop when such education is deemed necessary by the Employer.

20.2.2 When the Employer approves an employee's request to attend a training program or a course of instruction, the Employer shall pay for tuition and registration fees, as applicable upon the satisfactory completion of the course by the employee.

20.2.3 When the Employer requires an employee to attend training, the Employer shall pay for registration fees, tuition, books, and supplies, as applicable.

ARTICLE 21

GENERAL PROVISIONS

21.1 MANAGEMENT EMPLOYEES: Foreman and other management employees shall not engage in work properly belonging or assigned to other employees in the bargaining unit, except in cases where an emergency exists and no qualified person is available, or where the manager would be obligated during normal working hours to call in an off-duty employee to perform the work.

Management agrees that it is not the intent of this provision to deny employees the opportunity to work in a higher classification, nor is it management's intent to use the Article as a vehicle to eliminate a bargaining unit position.

Management agrees that it will not use managers to perform overtime work instead of bargaining unit employees outside of the supervisor's normal shift. Management will not use supervisors to replace an employee who is absent as a consequence of an approved leave.

21.2 UNION BULLETIN BOARDS: The Union shall have the use of a 3' x 4' bulletin board on the Employer's premises at the DPW garage and Sewer Treatment Plant for the posting of

notices relating to Union meetings, official business and any other Union information.

21.3 SNOW PLOW CREWS: 1. Any vehicle registered at or over 18 thousand pounds with a plow and sander attached, will be a "B" Operator's job, together with one Laborer (two-person vehicle).

2. Any vehicle registered under 18 thousand pounds with a plow and sander attached, will be operated by one truck driver (one-person vehicle).

21.4 UNIFORMS

21.4.1 The Employer shall provide and clean uniforms for each employee.

21.4.2 The Employer shall reimburse each employee for up to \$95 of the cost of steel toed work shoes each year.

21.4.3 It shall be mandatory for employees to wear steel toed work shoes approved by OSHA, and uniforms. The steel toed shoes will not be mandatory during winter snow removal for those employees involved with manual snow removal.

21.5 MEAL ALLOWANCE: The Employer shall provide a meal allowance of eight (\$8.00) for each four-hour period of overtime actually worked.

21.6 CAR ALLOWANCE: An employee, upon authorization of the Department Head, using a personal automobile on Employer business, will be reimbursed at the IRS mileage rate.

21.7 WATER FILTRATION PLANT OPERATOR/ASSISTANT OPERATOR

21.7.1 The Water Filtration Plant Operator will be paid at the Grade 2 salary rate. The Assistant Operator's rate of pay will be at the Grade 4 salary rate.

21.7.2 The Water Filtration Assistant Operator will be allowed to live in the house at the facility rent free. This is a tax free benefit as it is a job requirement. The assistant Operator will be responsible for payment of telephone and utilities.

21.7.3 Both Operators will be eligible for Overtime Premiums as any other employee covered by this Agreement in accordance with Article 9.1.1.

21.8 TOOL ALLOWANCE: Mechanics will be reimbursed for repair or replacement of tools, in the sole discretion of the Superintendent, up to a maximum expense of \$100/year per mechanic.

ARTICLE 22

MAINTENANCE OF BENEFITS

Any benefit or benefits which are recognized by ordinance or administrative regulations presently enjoyed by the employees shall continue to remain in force subject to the terms of the appropriate Articles of this Agreement, except that should any such benefit not be enumerated specifically in this Agreement, such benefit shall be retained and remain in force as if such benefit is a part of this Agreement.

ARTICLE 23

SAVINGS CLAUSE

In the event that any of the provisions of this Agreement are proven to be invalid by a Court of competent jurisdiction, all other provisions of this Agreement shall not be affected and shall remain in full force. However, both parties agree to immediately renegotiate that provision which was considered invalid by the Court of competent jurisdiction.

ARTICLE 24

NO-STRIKE CLAUSE

24.1 LOCKOUTS: No lockouts of employees shall be instituted by the Employer.

24.2 STRIKES: No strikes of any kind shall be caused or sanctioned by the Union. At no time, however, shall employees be required to act as strikebreakers or to go through picket lines.

ARTICLE 25

WORK RULES

25.1 Whenever the Employer changes existing work rules or adds new work rules, they shall not become effective until they have been posted prominently on all department bulletin boards for at least three workdays.

25.2 Each employee shall comply with all work rules in existence which are not in conflict with the terms of this Agreement.

25.3 Any unresolved complaint as to the reasonableness of any work rule, or any complaint

involving discrimination in the application of any work rule shall be resolved through the grievance procedure.

ARTICLE 26

FAMILY AND MEDICAL LEAVE POLICY

Section 1. PURPOSE

To outline the conditions and procedures under which an employee is entitled to time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA").

Section 2. DEFINITIONS

A. "Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave per year under particular circumstances. Leave may be taken:

- * Upon the birth of the employee's child;
- * Upon placement of a child with the employee for adoption or foster care;
- * When the employee is needed to care for a child, spouse or parent who has a serious health condition; or
- * When the employee is unable to perform the functions of his/her position because of a serious health condition.

NOTE: that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period beginning on the date of birth or placement unless the employer permits a longer time.

B. "A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

1. any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or
2. any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or under

supervision of) a health care provider.

C. "Leave" time may be paid or unpaid, see discussion below.

Section 3. RESPONSIBILITY

Each department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Village Attorney's Office.

Section 4. SCOPE

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

Section 5. ELIGIBILITY

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

Section 6. LEAVE OF ABSENCE: PAID OR UNPAID

A. For the adoption, or birth or care of child, parent or of a spouse, an eligible employee must use accrued vacation, personal leave time and sick time.

B. For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.

C. In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

Section 7. EXTENSION OF LEAVE

In the event an employee requires leave in excess of the 12 week maximum described herein, the department head, at the department head's discretion, may provide additional leave pursuant to the provisions of Article 20. The employee will be responsible for their medical coverage during any extended leave without pay.

Section 8. PERMISSION AND DOCUMENTATION

A. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable

to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The employer may require a second medical opinion and obtain periodic recertification (at its own expense) only when the employer has reason to doubt the initial medical certification. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the employer and the employee.

B. If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

C. Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

Section 9. NOTIFICATIONS AND REPORTING REQUIREMENTS

A. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

B. The term “reasonable prior notice” shall mean “not less than thirty (30) days notice or as soon as practicable.”

Section 10. COVERAGE

A. Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

B. The Employer may deny reinstatement to an employee who fails to produce a “fitness-for-duty” certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

C. Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

D. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the employer, the employer may recover from the employee the cost of the premium paid to maintain the employee's health insurance coverage, except when the family and medical leave is paid.

Section 11. PROCEDURES

A. Family and Medical Leave of Absence Notice:

When an employee is requesting Family and Medical Leave of Absence, the employee must provide written notice. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Office of the Village Clerk. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

B. All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.

C. In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.

D. For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

E. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

F. FMLA leave must be designated by the Employer where the Employer has knowledge or sufficient reason to believe that the employee is eligible for such leave.

Section 12. RETURN TO DUTY

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

Section 13. EFFECT OF LABOR AGREEMENT

It is the intent of the employer to provide the standards as articulated in the federal FMLA and as detailed herein.

Section 14. CHANGE IN POLICY

The Village reserves the right to modify this policy as necessitated by law.

ARTICLE 27

TERMINATION AND MODIFICATION

This Agreement shall be effective as of the first day of June, 2008, and shall remain in full force and effect until the 31st day of May, 2011. This Agreement shall be automatically renewed thereafter unless either party shall notify the other in writing one-hundred eighty 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 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 below.

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

ARTICLE 28

TOTAL AGREEMENT

The foregoing constitutes the entire Agreement between the parties and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 23rd day of June, 2008.

**Council 66 and Local 968B
Of the American Federation
Of State, County and Municipal
Employees**

Ann J Bell
Unit Chairman

Ken S. McKen
Area Representative

Ralph D. Nul
Committeeman

Alan C. Bruce
Committeeman

[Signature]
Committeeman

Committeeman

Village of Catskill

[Signature]
President

Negotiator

Joseph D. Kozlowski
Trustee

[Signature]
Trustee

[Signature]
Trustee

[Signature]
Trustee

APPENDIX A

GRADES AND TITLES

| <u>Grade</u> | <u>Title</u> |
|--------------|---|
| 1A | Working Foreman (Water) Working Foreman (DPW) |
| 1B | Heavy Equipment Repairman |
| 1 | Waste Water Plant Operator Mechanic |
| 2 | Water Filtration Plant Operator |
| 3 | Equipment Operator (A) Waste Water Plant Assistant Operator Water Filtration Plant Relief Operator Skilled Laborer |
| 4 | Equipment Operator (B) Water Filtration Plant Assistant Operator |
| 5 | Trucker/Laborer (Waste Water Plant) Water Maintenance Man |
| 6 | Laborer (Waste Water) Trucker/Laborer (Garage) |
| 7 | Laborer (Garage) |



APPENDIX B

SALARY SCHEDULE

| <u>GRADE</u> | <u>06/01/08</u> | <u>06/01/09</u> | <u>06/01/10</u> |
|---------------------|------------------------|------------------------|------------------------|
| 1A | \$22.14 | \$23.03 | \$23.95 |
| 1B | 21.58 | 22.44 | 23.34 |
| 1 | 19.77 | 20.56 | 21.38 |
| 2 | 19.10 | 19.87 | 20.66 |
| 3 | 18.27 | 19.00 | 19.76 |
| 4 | 17.44 | 18.14 | 18.86 |
| 5 | 17.21 | 17.90 | 18.62 |
| 6 | 16.68 | 17.35 | 18.04 |
| 7 | 16.16 | 16.81 | 17.48 |

APPENDIX C
VILLAGE OF CATSKILL
Health Insurance Notice of Buyout

Employee Name: _____ Employee # _____

Address: _____ Soc. Sec. # _____
Dept./Bur. _____

Present Village Insurance Plan: _____

Type of Coverage: (Circle one) Single 2-Person Family

Spouse's Name: _____ Employer: _____

Address: _____ Address: _____

Present Health Insurance Plan: (attach proof of alternative coverage) _____

Type of Coverage: (Circle one) Single 2-Person Family

1. I understand that I am eligible to receive health insurance benefits from the Village of Catskill according to the terms of my Union's contract with the Village.
2. In consideration of the sum of \$2,000.00, to be paid to me in one lump sum payment during the first pay period of December, I agree to waive any and all rights I may have for health insurance coverage from the Village of Catskill for the calendar year _____.
3. I affirmatively represent to the Village that my spouse's health insurance coverage is in full force and effect and that I am now covered under that plan of insurance. A copy of a certification of coverage from my spouse's health insurance carrier is attached hereto.
4. I presently know of no condition or circumstance by which my spouse's health insurance carrier would deny me coverage (e.g. divorce, pre-existing condition, etc.).
5. I understand that the Village of Catskill will have no responsibility for medical expenses incurred by me or members of my family during the period covered by this agreement.
6. In the event that my spouse's insurance is terminated, for any reason, I agree to notify the Village, Village Clerk's Office, in order to restore my health insurance coverage as soon as possible under the terms of the plan. In such event, buyout payments from the Village will be pro rated; that is, I agree to repay the Village any money due and owing, with the repayment being made through payroll deduction.

Date: _____

(Signature of Employee)