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Contract Database Metadata Elements

Title: **Philipstown, Town of and Town of Philipstown Highway Department Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Putnam County Local 840 (2007)**

Employer Name: **Philipstown, Town of**

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

Local: **1000, Putnam County 840**

Effective Date: **01/01/07**

Expiration Date: **12/31/09**

PERB ID Number: **7445**

Unit Size: **14**

Number of Pages: **22**

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AGREEMENT

by and between the

TOWN OF PHILIPSTOWN

and

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

Since 1910



New York's LEADING Union

RECEIVED

MAR 26 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Town of Philipstown Unit
Putnam County Local 840

January 1, 2007 - December 31, 2009



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This Agreement made as of the ____ day of January, 2008 between THE TOWN OF PHILIPSTOWN, a municipal corporation having its office at the Town Hall, in the Village of Cold Spring, New York, hereinafter referred to as the EMPLOYER; and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, the certified Union for the Putnam County Local, Town of Philipstown Unit, having its parent office at 143 Washington Avenue, Albany, New York 12210, hereinafter designated as the UNION;

WITNESSETH

WHEREAS, THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, has been granted sole and exclusive bargaining right for the "Negotiating Unit" consisting of all employees of the TOWN HIGHWAY DEPARTMENT and the TOWN DUMP; exclusive of elected officials, Clerks to the Superintendent of Highways, casual, temporary and part-time employees; pursuant to the Resolution of the Town Board of the TOWN OF PHILIPSTOWN, dated January 16, 1968; for the maximum period of recognition provided in accordance with Section 208C of the Taylor Law;

AND

WHEREAS, the terms of the Public Employees' Fair Employment Act being Article XIV of the Civil Service Law, grants the right to enter into a Collective Bargaining Agreement for the terms and conditions of employment;

AND

WHEREAS, the parties have negotiated terms and conditions of employment; NOW, THEREFORE, the Employer and the Union, in consideration of Mutual Covenants and Conditions herein contained, do agree as follows:

ARTICLE 1 – TERM

The term of this Agreement shall be from January 1, 2007 through and including December 31, 2009.

ARTICLE 2 – CERTIFICATION AND BARGAINING UNIT

- A. By virtue of a representation election conducted by a Public Employment Relations Board of New York State on August 14, 1980, the Union is hereby certified as the sole and exclusive bargaining agent for all employees, enumerated in subparagraph B below, as to negotiations, and in settlement of grievances arising thereunder for the maximum period permitted by law. The Town hereby acknowledges such certification and the rights granted to the UNION thereby and

enters into this Agreement in accordance with the provisions of ARTICLE XIV of the Civil Service Law.

- B. The bargaining unit shall consist of:
 - 1. All full-time employees of the Highway Department.
 - 2. All full-time employees of the Town Dump.
- C. In the event new title(s) are created by the Employer during the term of this agreement, the union shall be informed, in writing, 15 workdays prior to the establishment of such new title(s). In the event the Union and the Employer cannot agree as to whether the new title(s) are to be included/excluded in/from the bargaining unit, the parties agree to submit the question to the grievance and arbitration article of this agreement.
- D. Excluded here from are the Clerks to the Superintendent of Highways, all elected officials or other Town employees.

ARTICLE 3 – PAYROLL DEDUCTIONS

- A. Pursuant to Section 208 of the Civil Service Law, the Town agrees to deduct uniformly from the salary of each employee in the bargaining unit the sum designated by the Union for dues and agency fees as determined exclusively by the Union.
- B. The Town shall forward all monies so deducted to CSEA Inc., 143 Washington Avenue, Albany, NY 12210.
- C. Employees in the bargaining unit shall have a right to CSEA dues and CSEA Insurance payroll deductions.
- D. On the signing of the agreement, the Town shall supply to the Unit of all employees in the Unit showing employee's name, address, social security number, title, date of hire and insurance deductions. Update will be made when new employees are hired.

ARTICLE 4 – WAGE INCREASE

Effective January 1, 2007 the 2006 salary schedule shall be increased by five (5%) percent for all employees of the bargaining unit.

Effective January 1, 2008 the 2007 salary schedule shall be increased by three point five (3.5%) percent for all employees of the bargaining unit.

Effective January 1, 2009 the 2008 salary schedule shall be increased by three point five (3.5%) percent for all employees of the bargaining unit.

<u>TITLE</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
FOREMAN	24.14	24.98	25.86
MECHANIC	23.59	24.42	25.27
MECHANIC HELPER	22.06	22.83	23.63
OPERATOR	23.07	23.88	24.71
DRIVERS	22.47	23.26	24.07
LIGHT EQUIPMENT	22.12	22.90	23.70
LABORER	20.59	21.31	22.06

All employees with ten (10) or more years of service will receive twenty (\$.25) cents per hour more as a longevity increment, after the tenth (10th) year and each five (5) year period thereafter, (e.g. after 10th, 15th, 20th, 25th, etc.). Effective January 1, 2007, this amount shall change to (\$.30) thirty cents per hour. Effective January 1, 2009, this amount shall change to (\$.35) thirty-five cents per hour.

ARTICLE 5 – JOB CLASSIFICATION

Present job classification shall be continued with work assignments to be made by the Town Superintendent of Highways or his designee.

- A. Employees shall be paid at eighty percent (80%) of the regular hourly rate for their first year of employment. At the start of the second year of employment, the employee will be paid at ninety percent (90%) of the regular hourly rate. At the start of the third year of employment, the employee will be paid at one hundred percent (100%) of the regular hourly rate.
- B. Temporary work at a higher rate of pay shall first be offered to the most senior qualified employee. If refused, the seniority roster shall be utilized until a senior candidate accepts the assignment.
- C. Employees that are assigned duties to a higher classification "at a higher rate of pay" on a temporary basis shall receive the rate of pay of the higher classification while performing these duties. Employees eligible for such pay shall receive such higher pay from the first hour of assignment.
- D. An employee assigned duties temporarily to a lower classification shall receive his normal classification rate of pay.
- E. Mechanical work shall be performed only by a mechanic or under the mechanic's supervision.

- F. Where practical and required by reasonable standards of safety during inclement weather conditions, the Highway Superintendent or his designee may assign two (2) men per truck.
- G. All employees shall have a CDL license by 12/31/98. Those employees who fail to secure the license shall be classified as Light Equipment Operator and/or Mechanics Helper as appropriate.

ARTICLE 6 – WORKWEEK

- A. **HIGHWAY DEPARTMENT** - Monday through Friday

ARTICLE 7 – DAILY WORK SCHEDULE

- A. HIGHWAY DEPARTMENT - The daily work schedule shall be 7:00 a.m. and end at 3:30 p.m. with one half hour (1/2) for lunch.

ARTICLE 8 – PREMIUM PAY

- A. Time and one-half the employee's regular rate of pay shall be paid for all work performed on direction of the Highway Superintendent or his designee, at the following times.
 - 1) Before or after the normal daily work schedule.
 - 2) On Saturday in the Highway Department, and after the fortieth (40th) hour of the workweek for employees who work at the Town Dump.
- B. Double time the employee's regular rate of pay shall be paid for all work performed by members of the bargaining unit on direction of the Highway Superintendent or his designee on Sundays and Holidays for the twenty-four (24) hour period starting at 12:00 a.m. and ending 11:59 p.m.
- C. Overtime will be initially offered on a seniority basis each January 1st within each job classification. Thereafter, each overtime situation will be offered to the employee with the fewest overtime hours in his/her classification. In the event the number of hours is equal, the employee with the most seniority shall be offered the overtime.
- D. During the absence of a foreman or the Highway Superintendent, the Highway Superintendent or his designee shall appoint an acting foreman during all overtime

hours. Foremen will drive only the trucks to which they are assigned, unless a regular driver is unable to accept overtime and his vehicle is idle.

- E. Employees called will be guaranteed work equal to no less than four (4) hours of basic rate pay, if such work is not contiguous with the employee's normal workday.
- F. Employees ordered to stand by in case of emergency will receive pay at the rate of time and one-half, until the stand-by order is rescinded.
- G. Employees shall, at their option, be allowed eight (8) consecutive hours "sleep time" within each 24-hour period.
- H. Employees earning overtime during a payroll period shall receive payment for overtime worked in said payroll period in the employee's first paycheck following the appropriate payroll period worked. (Overtime period ending 7:30 A.M. Friday.)

I. MEALTIME PAY

- 1) There shall be a paid one-half (1/2) hour dinner break, at the applicable overtime rate, between the hours of 4:00 p.m. and 12:00 midnight, provided the employee works at least four (4) full hours during that period of time.
- 2) Between the hours of 12:00 midnight and 7:30 a.m., if an employee works at least four (4) full hours during this time period, he shall receive a paid one-half (1/2) hour meal break at the applicable overtime rate.

J. OVERTIME

- 1) Employees who work overtime shall have the option of receiving their overtime rate (1 ½) in either time or pay, except that all overtime worked between November 1st and December 31st must be taken in pay. Employees must inform the payroll clerk in the department on the Monday prior to payday on what option they want. Employees can accumulate up to a maximum of 40 overtime hours (60 straight hours) per year.
- 2) The employee must submit a written request to use any compensatory time to the Highway Superintendent or his designee at least three (3) days in advance, which will not be unreasonably denied. The time can be used in hours, ½ day or full day increments.
- 3) If any employee has not used earned compensatory time by November 1st, the remaining time shall be paid to the employee at his/her regular rate of pay.

ARTICLE 9 – VACATION WITH PAY

- A. Vacation entitlement shall be based on years of completed service in accordance with Schedule A.
- B. Any employee who, as of December 31, 2007, has unused vacation shall be paid for such unused vacation days as follows: one-half of the days will be paid out by the Town by January 31, 2008, at the employee's per diem rate in effect as of December 31, 2007 and the balance shall be paid by June 30, 2008 at the employee's per diem rate in effect as of December 31, 2007.
- C. Effective January 1, 2008, no employee shall be permitted to carry over vacation into the following fiscal year. Effective January 1, 2008, and the January 1st of each fiscal year thereafter, all employees shall be credited with their full vacation allotment at the start of the fiscal year. Employees are required to utilize a minimum of 50% of their credited vacation each year. Unused vacation leave that exists on December 31st shall be paid to the employee by January 31st at his/her December 31st per diem rate of pay. Vacation pay shall be prorated for any employee who separates from service after January 1st. In the event that the employee has taken more time than the prorated amount for that year, the employee's final paycheck shall be adjusted accordingly. The Town reserves the right to seek reimbursement for any prorated vacation amount that exceeds the amount of the final paycheck.
- D. Employees are to submit their requests for vacation time as follows:
 - a. Employees are to submit their requests for one-half of the employees' total vacation earned to the Highway Superintendent by no later than February 1st. The Superintendent shall post the vacation schedule by no later than March 1st. In the event of conflict with the scheduling of vacation, unit-wide seniority shall prevail.
 - b. Employees must submit their requests to schedule the remaining one-half of their earned vacation for three (3) or more vacation days to the Highway Superintendent one week in advance of the first date of the requested vacation. In the event of conflict with the scheduling of vacation, unit-wide seniority shall prevail.
 - c. Employees must submit their requests to schedule the remaining one-half of their earned vacation for two days and less to the Highway Superintendent one (1) day in advance of the requested vacation day. In the event of conflict with the scheduling of vacation, unit-wide seniority shall prevail.

- E. The Superintendent, at his discretion, will schedule vacation time taking into consideration the following factors:
- 1) Request of the employee
 - 2) Needs of the Town
 - 3) Seniority
 - 4) Only one employee per week may be permitted to take a vacation of **three days** or more between the dates of November 1st to April 1st and in consideration of the above-referenced factors.
- F. Use of vacation is conditional only upon balance of accruals and approval.
- G. Employees shall not be required to return to work during approved vacations, and approval of vacations shall not be contingent upon willingness for recall. Except, however, in the event of an emergency, an employee may be requested to return to work if the employee is available. In such instances, the employee's remaining vacation days shall be restored.

ARTICLE 10 – HOLIDAYS WITH PAY

- A. All employees shall be guaranteed the following holidays with pay: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and the first Monday in August.
- B. If the holiday falls on a Saturday, the preceding Friday will be granted off, and if the holiday falls on a Sunday, the following Monday will be granted off.
- C. Premium pay as specified in Article 7 shall be paid for work performed on the day that is granted off as a holiday.
- D. An employee shall be in pay status and work the workday before and the workday after a holiday in order to receive holiday pay unless he is on vacation; is actually sick and unable to work and is entitled to sick time; or is absent because of death in his immediate family. An employee shall not take a personal leave day on the workday before a holiday or workday after a holiday without permission of the Highway Superintendent.
- E. Employees may take a personal or vacation day on the day after Christmas provided it is approved by the Highway Superintendent and weather permits.

ARTICLE 11 – HOSPITALIZATION AND INSURANCE

- A. The Town shall contribute to the cost of either individual, two-person or family medical coverage through the State Health Insurance Program in accordance with the following schedule:

Effective January 1, 2007: 95% for all employees.

Effective January 1, 2008:

- a) 90% for those employees hired on or after January 1, 2008;
- b) 95% for those employees with less than twenty (20) years of continuous service with the Town and hired before January 1, 2008; and
- c) 100 % for those employees with twenty (20) years of continuous service with the Town.

The Town shall have the right to change health insurance plans provided such plans provide comparable coverage.

- B. The Town shall provide the members with a fully paid Equinox Family Dental Plan.

ARTICLE 12 – RETIREMENT

- A. The Employer and employees shall participate in the NYS Employees' Retirement System Plan 75i. The Town Board has passed the proper resolution providing for the terms of said Retirement Plan.

- B. The Town shall provide the following Retirement Benefits to employees:

- 1. Section 41J - Application of up to 165 days of unused sick leave as additional service credit upon retirement.
- 2. Section 60b - Guaranteed minimum death benefit of three times the employee's annual salary to the next multiple of \$1,000 to a maximum of \$20,000. Copies of the Town resolutions have been sent to CSEA.

ARTICLE 13 – SICK LEAVE

- A. Employees shall be in payroll status to accrue sick leave at the rate of accrual listed in Schedule A. Sick leave shall begin to accrue and may be used after completion of an employee's first pay period. A maximum of one hundred ninety (190) days shall be accumulated. Employees hired after January 1, 2007, may accumulate a maximum of one hundred and sixty-five (165) days of sick leave. Sick leave may be subject to the presentation of a doctor's certificate for absence in excess of two (2) consecutive working days.
- B. The parties agree that they shall work together in a good faith effort to promulgate an absence/tardiness policy to be implemented on 1/1/02.
- C. **NEW YORK STATE DISABILITY INSURANCE**

The Employer agrees to provide New York State Disability Insurance for all employees at no cost to employees. The employee shall receive full salary from the Town to the extent of his sick leave credits. During this period that the employee has sick leave credits, he will return the disability payments to the Town. Sick leave credits will be charged proportionate to the salary received from the Employer and not from New York State Disability Insurance.

ARTICLE 14 – PERSONAL LEAVE AND BEREAVEMENT LEAVE

A. **Personal Leave**

Employees shall be in payroll status to earn personal days. *

Effective January 1, 2005 all employees shall receive 4 personal days annually. Employees shall be credited with all personal leave on January 1st of each year.

- B. Approval for Personal Leave shall not be denied, unless there is a Town Highway emergency.

Effective with the signing of this agreement all new hires shall receive three (3) days personal leave.

C. **Bereavement Leave**

In addition, each employee shall be entitled to four consecutive days leave with pay, each occurrence for death in his immediate family. Immediate family shall be defined as father, mother, spouse, brother, sister, child. Each employee shall be entitled to one (1) day's leave each occurrence for death of the following relatives:

aunts, uncles, grandfather, grandmother. Each employee shall be entitled to three (3) days leave each occurrence for death of the following relatives: father-in-law and mother-in-law.

***Days to be taken shall require approval from the Highway Superintendent.**

ARTICLE 15 – ADMINISTRATIVE LEAVE

The employees shall have the right to send one Delegate to attend the Civil Service Employees Association State Conference, and the Employer shall pay said Delegate his daily wage with the total leave for said Delegate for said purpose not to exceed three (3) days per annum.

ARTICLE 16 – SENIORITY AND TENURE

- A. Seniority will be based on the date of commencement of employment for each permanent employee. The Employer will maintain a current seniority list of its employees. This list will be used as a guide for the determination of individual employee preferences in vacation leave rule decisions, job security, and advancement.
- B. Layoffs will occur in the inverse order of seniority within job classifications. Recall from layoffs will be according to seniority.
- C. A disciplinary file shall be kept on individual employees containing a record with dates of occurrences and shall include notations of verbal or written counseling, fines, suspension, demotion, or termination, as the discipline case may warrant. Any discipline is subject to the grievance and arbitration procedure.

ARTICLE 17 – SAFETY EQUIPMENT, CLOTHING ALLOWANCE

- A. The following safety equipment and foul weather gear shall be provided at no cost to the employees by the Town of Philipstown:
 - a. First Aid Kits
 - b. Fire Extinguishers
 - c. Flashlight
 - d. Safety goggles
 - e. Rain Gear
 - f. Safety Helmet

Employees shall sign in and out for the equipment and shall be responsible for same.

B. Clothing Allowance

The Town shall, upon receipt of purchase verification, provide to each employee an allowance of \$350 per year for the purchase of work related clothing. Employees shall have the option of using the allowance (or part thereof) to obtain eyeglasses. New employees shall complete six (6) months of service to be eligible for allowance.

C. Tool Allowance

There shall be an annual tool allowance of \$400 for Mechanics and \$200 for Mechanics Helper. Prior approval of the Superintendent is required. The allowance shall be paid after submission of a receipt.

ARTICLE 18 – JOB SECURITY, PROMOTION

- A. Work usually performed by employees in the negotiating unit will not be contracted out, if it will result in the loss of employment to employees covered by this agreement.
- B. All promotional opportunities shall be posted. Employees are to be given preference on the basis of seniority providing they are qualified in accordance with the minimum qualifications found in the job specifications for said title.
- C. Any proposed changes in personnel rules, work schedules, working conditions and regulations, shall be discussed with the affected employees before becoming final. These proposed changes shall not be inconsistent with the provisions of this agreement.

ARTICLE 19 – ADMINISTRATIVE RIGHTS

- A. The President of the Putnam County Local of the CSEA, or his designated agent or the designated Labor Relations Specialist shall have the right to visit the facilities of the Employer for the purposes of adjusting grievances and maintaining administrative rights of the agreement. Members of the unit elected or designated as representatives of the Union shall, with prior approval of the Highway Superintendent, be given a reasonable amount of time, free from their duties on the job sites without loss of pay, to adjust grievances and maintain administrative rights of the agreement. Requests for approval shall not be arbitrarily denied.

- B. The employees shall have the right to post notices and communications on designated bulletin boards maintained on the premises and facilities of the Employer, in a location specifically designated by the Employer, but readily available to the employees.
- C. Payroll Deductions – Each quarter the Employer will furnish the Union with a complete list of names, addresses, work locations, and position titles of all employees in the negotiating unit covered by this contract. This information shall also indicate newly hired, reinstated, and transferred employees, as well as employees who have retired, resigned or died.
- D. The Town shall make a direct deposit program available for all unit members in accordance with the requirements of the banking institution.

ARTICLE 20 – GRIEVANCE AND DISPUTE PROCEDURE

- A. All issues and disputes arising from the terms and conditions of employment will be resolved in accordance with the grievance provision of this agreement.
- B. An employee having a grievance may present his position verbally to the Superintendent of Highway within seven (7) work days of the act complained of, and if the issue remains unresolved after seven (7) work days, the employee(s) having a grievance must present his position in writing to the Superintendent of Highways within thirty (30) calendar days of the date of verbal presentation. Within seven (7) working days after such presentation, the employee will be advised of the disposition of the matter. If the employee is not satisfied with the disposition of the matter by the Superintendent of Highways, he may then within five (5) working days after the Superintendent of Highways' disposition, personally, or on his behalf by an authorized CSEA representative, present a detailed statement in writing of his grievance to the Town Board, who will meet in executive session within seven (7) working days after the written grievance to discuss the issue further with the employee and his representative. The Town Board shall make a determination on the grievance within ten (10) work days and/or the grievance shall be considered denied and advance to arbitration. In the absence of the Superintendent of Highways, the grievance shall be presented to the Town Supervisor.
- C. In the event that such dispute is not then disposed of, it may be referred by either the Employer or the Union to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties, provided that the request for arbitration is filed within ten (10) workdays from the date of the Town Board determination. Should the parties not agree upon an impartial arbitrator within ten (10) working days after the referral of the matter to arbitration, a demand for arbitration may be

made under the voluntary Labor Arbitration Rules of the American Arbitration Association.

- D. The fees and expense of the arbitrator shall be borne equally by the parties. The Employer and the Union shall bear the expense of their respective witnesses and any other expenses that may incur.
- E. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this agreement.

ARTICLE 21 – CIVIL RIGHTS

- A. The Employer and the Union shall not discriminate against any employee or Employer on account of race, color, sex, creed, marital status, natural origin, age, military status, disability, sexual orientation and predisposing genetic characteristics.
- B. There shall be no discrimination, interference, restraint or coercion by the Employer against any lawful activity on behalf of the employees, or because of membership in the Civil Service Employees' Association, Inc., its members, officers, and agents shall not coerce employees into membership in, or continuance in, the Civil Service Employees Association, Inc., in an unlawful manner.
- C. There shall be no discrimination, interference, restraint or coercion by the employees, or by the Civil Service Employees Association, Inc., of its members, officers, and agents, or any of them, against any lawful activity by or on behalf of the Employer.

ARTICLE 22 – SEPARABILITY

If any section, paragraph or provision of this Agreement becomes invalid or unenforceable as a result of Legislation or Court Decision, the effect of such legislation or decision shall be limited to the particular provisions thereby rendered invalid and unenforceable, and all remaining provisions shall continue in full force and effect.

ARTICLE 23 – AMENDMENT

This Agreement cannot be amended other than by an amendment duly signed by the parties to this Agreement.

ARTICLE 24 – JURY DUTY

Employees serving on jury duty or under subpoena to appear in court on Town business will receive the regular rate of pay minus the rate paid for jury service or under such subpoena.

ARTICLE 25 – EDUCATION LEAVE

- A. Employees requesting same, will be granted leave without pay to further their knowledge in job-related studies. Seniority rights will continue during such leave.
- B. Employees requested to take job-related courses, by the Employer will have the tuition and other course expenses paid by the Town.

ARTICLE 26 – WORKERS' COMPENSATION

- A. Employees on compensation must have their compensation payroll benefits go directly to the employer while the employee is out on sick leave. Upon exhaustion of all sick time, the Workers' Compensation benefits will go directly to the employee. While the Employer receives the compensation award, the employee will be credited with sick time equal to the monetary value of the compensation.
- B. An on-the-job injury requiring absence on the same work day for treatment by a physician shall not be charged to sick leave provided:
 - 1. The employee returns directly to work after the treatment the same day the injury occurs, or
 - 2. If the employee does not return to work the same day, the day of the occurrence only shall not be charged to sick leave if the absence is required and certified by a physician.

Nothing in this section shall be construed as allowing more than one (1) work day to be non-chargeable to sick leave.

ARTICLE 27 – PERSONAL FILES

Upon request, employees may review the contents of their own personnel files.

The Employer will distribute copies of this contract to new employees on their first day of employment.

ARTICLE 28 -- UNIFORMS

- A. Employer shall supply two (2) sets of uniforms (coveralls) per year for each mechanic. The Highway Superintendent shall be responsible for selecting and obtaining the uniforms.
- B. Proper footwear shall be worn on the job, as no sneakers or canvass-topped shoes will be allowed.

ARTICLE 29 – PROBATIONARY EMPLOYEES

Employees shall accrue, but shall not use leave credits, e.g., sick, vacation, personal time, during the initial probationary period of six (6) months.

ARTICLE 30 – DRINKING

No alcoholic beverages shall be consumed on the job.

ARTICLE 31 – PAYCHECKS

Depending on the computer capability, employees' paychecks shall be drawn to reflect the total regular hours worked and the total overtime hours worked.

ARTICLE 32 – TARDINESS

Employees who are tardy for work shall be placed on the clock at fifteen (15) minute intervals. Such action does not prevent the Town from taking progressive disciplinary action for employees demonstrating patterns of excessive tardiness.

ARTICLE 33 – LUNCH

One person per crew may use the Town vehicle to go for lunches.

ARTICLE 34 – TIME CLOCKS

The Town shall continue to maintain a time clock in the garage for purposes of determining time worked by each employee.

ARTICLE 35 – LEGISLATIVE ACTION

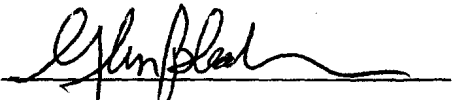
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, THE PARTIES hereto have signed this **AGREEMENT**, as of the day and year first above written.

TOWN OF PHILIPSTOWN


CIVIL SERVICE EMPLOYEES ASSOCIATION
INC. LOCAL 1000, AFSCME, AFL-CIO, PUTNAM
COUNTY LOCAL, TOWN OF PHILIPSTOWN
UNIT

BY: 
TOWN SUPERVISOR

BY: 
LABOR RELATIONS SPECIALIST

DATE: 1/24/08

DATE: 1/28/08

BY: 
UNIT PRESIDENT

DATE: 1/29/08

SCHEDULE A

SICK LEAVE:

Employees shall accrue eight (8) hours of sick time for every twenty (20) days in payroll status.

VACATION LEAVE:

Employees shall earn vacation leave as follows:

0 through 1 year of completed service	1 week (5 days)
2 through 4 years of completed service	2 weeks (10 days)
5 through 9 years of completed service	3 weeks (15 days)
10 through 19 years of completed service	4 weeks (20 days)
20 or more years of completed service	5 weeks (25 days)

