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Title: **Patterson, Town of and Town of Patterson Highway and Garbage District Unit, CSEA Local 1000, AFSCME, AFL-CIO, Putnam County Local 840 (2012)**

Employer Name: **Patterson, Town of**

Union: **Town of Patterson Highway and Garbage District Unit, CSEA, AFSCME, AFL-CIO**

Local: **Putnam County Local 840, 1000**

Effective Date: **01/01/2012**

Expiration Date: **12/31/2015**

PERB ID Number: **8155**

Unit Size:

Number of Pages: **22**

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**COLLECTIVE
BARGAINING
AGREEMENT**

by and between the

TOWN OF PATTERSON

and the

**CIVIL SERVICE
EMPLOYEES
ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO
Town of Patterson Highway & Garbage District Unit
Putnam County Local 840
January 1, 2012 – December 31, 2015**

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PREAMBLE

This agreement is made between the TOWN OF PATTERSON hereinafter referred to as the ("Employer") and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, recognized union for the TOWN OF PATTERSON HIGHWAY, AND GARBAGE DISTRICT UNIT, Putnam County Local #840, hereinafter referred to as the "(Union)".

For all issues not specifically covered by this collective bargaining agreement and to the extent covered by the Town of Patterson Employee Handbook, the Town of Patterson Employee Handbook adopted September 7, 2011 shall govern; however, any changes, as they pertain to bargaining unit members, shall be subject to collective bargaining.

Article 1 - UNION

Section 1 - Recognition

The Employer recognizes the Union, as the sole and exclusive representative for all Town Highway and Garbage employees, and the Administrative Assistant for the Highway Department for the purpose of collective bargaining, processing of grievances, and for all terms and conditions of employment. The period of unchallenged representation for the Union shall be for the maximum period allowed under law. In the event new related title(s) are created by the Employer during the term of this Agreement, the Union shall be informed, in writing, within fifteen (15) work days prior to the establishment of such new titles.

Section 2 - Dues Deduction

The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and Union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, P.O. Box 7225, Capital Station, Albany, New York 12210 on a payroll period basis. No other labor organization shall be accorded any payroll deduction procedure without the express consent and written authorization of the Civil Service Employees Association, Inc.

Section 3 - Agency Fee

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Union shall indemnify and hold harmless the Employer and its officials from any cause or action, claim, loss, or damage incurred as a result of the Employer's deduction as stipulated in this Section.

Section 4 - Information

Unit employees shall be paid at the same time, biweekly on Thursdays. If feasible, hourly overtime figures along with leave accruals will be displayed on check stubs in the appropriate boxes provided on individual-stubs with each check to be in a sealed envelope. The Employer will maintain up-to-date records of the accruals of all employees, which will be available on a reasonable basis for review by employees and the Union President. The Employer will give to the employees, every three months, an accurate accounting of their sick days, personal days, and vacation days. The employees will sign off that they have received that statement.

Section 5 - Record Keeping

2.5.1 Union Representatives: The Union and its representatives shall have access to the premises of the Town for the purpose of transacting any necessary Town/Union business, subject to the approval the Town Supervisor.

Section 6 - PEOPLE Deductions

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time giving written notice to both the Employer and the Union. The employer agrees to remit any deductions made pursuant to the this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Article 2 - WORKWEEK/WORKDAY

Section 1 - Highway Employees

The regular workweek shall be five (5) consecutive days, Monday through Friday, eight (8) hours per day between 7:00 a.m. to 3:30 p.m.

Section 2 - Garbage District Employees

The regular workweek shall be five (5) consecutive days, eight (8) hours per day between 5:30 a.m. and 2:00 p.m.

Section 3 - Administrative Assistant

The workday/week shall be five (5) consecutive days, forty (40) hours per week, seven and one-half (7-1/2) hours a day between the hours of 7:30 a.m. to 4:00 p.m.

Section 4 - Coffee Breaks

All employees shall be granted one (1) fifteen (15) minute coffee break each morning and one (1) fifteen (15) minute break each afternoon.

Article 3 - Compensation

Section 1 - Wages

Effective January 1, 2013, the 2011 year unit hourly rates listed in Appendix A shall be increased by 2%.

Effective January 1, 2014, an additional 2% increase shall be applied to the unit hourly rates then in effect.

Effective January 1, 2015, an additional 2% increase shall be applied to the unit hourly rates then in effect.

Section 2 - Longevity

Longevity incremental increases shall take effect on January 1st, 2009. Longevity rates for current employees shall remain at their same rate of pay. Annual longevity payments shall be paid on the payroll following the employees' anniversary date.

Longevity rates will be paid as follows starting 5th year:

5 years	\$1,950
10 years	\$2,250
15 years	\$2,550
20 years	\$2,950
25 years	\$3,450

Section 3 - Premium Pay

A. Overtime

1. Time and one-half the employee's rate of pay shall be paid for all work performed in excess of eight hours per day where forty hours are worked in that workweek, inclusive of paid leave.

Employees that report to work before or after their their regular shift, between November 1st and April 30th, shall be compensated at time and one half of the employee's rate of pay for all hours worked performing mandatory storm duties at the determination of the Highway Superintendent

2. Double time employees rate of pay shall be paid for all work performed on a holiday (in addition to the regular day's pay) and on Sunday's for employees whose workweek does not include Sunday as a regular workday.

3. Holidays, leave with pay and other authorized paid absences shall be deemed as hours worked with respect to computation of overtime.

4. All holidays shall be defined as a twenty-four (24) hour period beginning at 12:01 of the contractual holiday itself.

B. Call-In

An employee called back to work after the completion of regular hours or on a weekend or holiday or before the beginning of regular work hours shall be paid for a minimum of four (4) hours pay at the applicable overtime rate. Call-in pay shall begin at the time the employee arrives at work. Call-in time does not include work time contiguous to the employee's regular workday.

C. Out-of-Title

Employees temporarily assigned to perform duties of titles above their own will receive the higher rate of pay for the day, providing the assignment has been for two hours or more. Employees working below their titles will receive their regular rate of pay.

D. Overtime Rotation

For all overtime required for the operation of the Town Highway Department, Highway employees would be called out first by title and seniority on rotational basis. When all highway employees have been called, then garbage employees will be called by title and seniority on a rotational basis. The Town reserves the right to reassign garbage employees to their regular duties during their regular workday. When all Union employees have been called, then substitutes may be employed at the discretion of the Town. Additional help required during regular working hours shall not be considered overtime pursuant to this clause. All full-time employees shall be called for overtime prior to use of part-time employees. Annual overtime amounts will be equalized as close as practicable among employees.

A list of employees according to seniority shall be posted in each department and each occasion of overtime shall be recorded worked.

For all overtime required for the operation of Garbage District #2, garbage employees would be called out first by title and seniority on a rotational basis. When all garbage employees have been called, then highway employees will be called by title and seniority on a rotational basis. The Town reserves the right to reassign highway employees to their regular duties during the regular workday. When all Union employees have been called, then substitutes may be employed at the discretion of the Town. Additional help required during regular working hours shall not be considered overtime pursuant to this clause. All full-time employees shall be called for overtime prior to use of part-time employees. Annual overtime amounts will be equalized as close as practicable among employees.

A list of employees according to seniority shall be posted in each department and each occasion of overtime shall be recorded as worked.

It is recommended that an employee, where possible, in advance, advise his/her appropriate administrator, in writing, of his/her desire not to be called for overtime work within the department.

It is expected that an employee will also notify his/her appropriate administrator, in writing, of his/her desire not to accept call-out overtime if his decision is not to be called on overtime changes.

During the months of November through April for the purpose of snow emergencies, it is expected that all employees shall be available for overtime.

Employees who routinely are not available for such overtime may be subject to disciplinary action.

Any disciplinary action taken against an employee regarding the above may be appealed through the grievance procedure Article 7, Section 6 of the contract.

E. Meal Allowance

After the first four (4) hours of continuous overtime, each employee working said hours shall be entitled to a meal allowance of Five (\$5.00) Dollars.

F. Clothing Allowance

The Employer shall provide rain gear, rubber boots, safety glasses, gloves and ear protection, for the use of the employees.

Effective January 1, 2013, the Employer agrees to provide a work boot allowance of \$125 per year. All reimbursable payments will be made by voucher system, based on the dollar value of boots purchased (receipt required) when submitted to the Town Comptroller's Office. Employee may roll over reimbursement for up to one year. Employee must wear work boots to the work site each day. In addition the Employer agrees to provide each employee with seven T-shirts and one sweatshirt to be worn in lieu of their vest unless Federal or State safety regulation require additional equipment to be worn.

G. Tool Stipend

Effective January 1, 2009, the stipend for Mechanic's tools shall be \$400.00 per year. The stipend shall be paid in January of each year of the current contract. The stipend shall be paid to two (2) principal mechanics designated by the Highway Superintendent.

Article 4 - HOLIDAYS

Section 1 - Designated Holidays

All employees shall be entitled to receive the following holidays (or the closest weekday if holiday occurs on weekend), with appropriate rate of pay:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 2 - Floating Holiday

All employees shall be entitled to one (1) floating holiday as authorized by the Highway Superintendent. Employee must give two (2) weeks notice for use of floating holiday.

Article 5 - LEAVES WITH PAY

Section 1 - Vacation

A. Allowance: For employees hired before January 1, 2013, vacation periods based upon years of service shall be as follows:

One year of service	One week vacation
Two years of service	Three weeks vacation
Seven years of service	Four weeks vacation
Twelve years of service	Five weeks vacation

For employees hired on or after January 1, 2013, vacation periods based upon years of service shall be as follows:

One year of service	One week vacation
Three years of service	Two weeks vacation
Five years of service	Three weeks vacation
Ten years of service	Four weeks vacation

B. Accumulation: Employees shall be allowed to carry over a maximum three (3) weeks of vacation into the next year for a maximum of two (2) years. In no year shall the employee have more than the amount of vacation time to which that individual is eligible under Part A of this Section plus three (3) weeks.

C. Annual Buy-Back: Employees may take cash in lieu of up to three (3) weeks of vacation in a year. All payments shall be made on one occasion, on the first pay date in December. No employee shall be eligible for cash in lieu of vacation unless that employee has made a written notification to the Town Board for the cash payment by at least two pay periods before the first pay date in December.

D. Use of Vacation Leave: Vacation may be utilized in increments of one hour.

E. Scheduling Vacation Leave: Vacation requests shall be granted on the basis of seniority as approved by the Highway Supervisor or other relevant administrator.

F. Requirement to Work During Vacation Leave: Unit members shall not be required to return to work during approved vacations, except in emergencies. The Town reserves the right of the Highway Supervisor or other relevant administrator to condition vacation days or half-days on the employee's agreement to return to work.

G. Separation from Employment: Full compensation for unused vacation time shall be paid at the employee's current rate to the employee upon retirement or voluntary separation, or to the employee's designated beneficiary, or if no designated beneficiary to the employee's spouse or if no spouse to the Employee's estate upon the employee's death or death following retirement or voluntary separation if payment has not been made to the employee.

Section 2 - Sick Leave

A. Allowance: Employees shall be credited with previously accrued sick leave amounts and shall accrue one (1) sick leave day per month to a limit of 180 days. Any employee who currently has accrued a total over 180 days shall not suffer any loss of accruals.

B. Purpose of Sick Leave: An employee may be absent from duty with pay due to personal illness.

C. Use of Sick Leave: Sick leave may be utilized in minimum units of 15 minutes.

D. Retirement: For employees hired before January 1, 2013, compensation for unused sick leave shall be paid pursuant to the schedule below. Payment shall be at the employee's current rate to the employee upon retirement or to the employee's designated beneficiary, or if no designated beneficiary, to the employee's spouse or, if there is no spouse, to the employee's estate upon the employee's death or death following retirement, if payment has not been made to the employee based on the following schedule:

Years of employment	Portion of accumulated days for which credit will be given
After 10 years of continuous service	40%
After 15 years of continuous service	50%
After 20 years of continuous service	60%
After 24 years of continuous service	65%

For employees hired on or after January 1, 2013, unused sick leave credits may only be applied to Section 41-j of the Retirement and Social Security Law, which allows credit for accumulated sick leave at the time of retirement.

E. Accrual during Unpaid Leaves of Absence: Sick leave shall not continue to accrue during all periods of unpaid sick absence.

Section 3 - Jury Duty Leave

Employees called for federal jury duty shall receive their regular rate of pay but shall rebate to the Town full jury duty pay where permitted by law.

Section 4 - Child Care Leave

A childcare leave of absence on the birth or adoption of a child shall be granted in accordance with Federal and State Law. The maximum period of childcare leave shall be six months and may not be extended by any other leave, whether paid or unpaid.

Section 5 - Leave for Civil Service Examination

An employee shall be eligible for leave with pay, without loss of accruals, while taking a Civil Service Examination or road testing for any operator's license during regular working hours, provided that such examination is for employment by the Town. This provision shall apply to written, oral and performance tests, including physical examinations.

Section 6 - Volunteer Fire / Rescue Duty Leave

Paid leave will be without charge to accumulated time for volunteer firemen or members of volunteer rescue squad who must leave their jobs to cover a major emergency, as determined by the Fire Chief, or who are tardy because of involvement in an actual fire or rescue duty.

Section 7 - Personal Leave and Bereavement Leave

A. Personal Leave: Each employee shall receive three (3) paid personal leave days per year. Unused personal leave days at the end of each year shall be credited to the employee's sick leave accruals. Requests for leave shall be in writing and submitted at least two (2) workdays prior to requested dates, except in an emergency. Approval of the request shall not be unreasonably denied.

B. Bereavement Leave (immediate family): Each employee shall be entitled to three (3) consecutive workdays leave with pay, each occurrence for death in his/her immediate family. The immediate family is defined as spouse, child, parent, brother, sister or grandchild.

C. Bereavement Leave (extended family): Members outside the family are parent-in-law, aunt, uncle, grandparent, brother/sister-in-law, or member of the employee's household. Employees shall receive *one* (1) day bereavement leave for these members.

Section 8 - Union Leave

Members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc., shall have the right to leave, without charge to accumulated credits, for the conduct of Union business. A total of ten days per year for Union leave shall be set aside to be used for any or all of the following purposes:

1. An employee who is a member of the CSEA Board of Directors shall be granted leave without charge to accumulated credits, to attend Board of Directors meetings.
2. An employee who is a delegate to the CSEA Annual Convention shall be granted leave without charge to accumulated credits, to attend said convention.
3. An employee who is an elected or appointed official of Region III - CSEA, shall be granted leave without charge to accumulated credits, to attending meetings and official functions as called by the Regional President.

ARTICLE 6 - INSURANCE AND RETIREMENT

Section 1 - Retirement

The Employer will participate in and make full contributions to the New York State Employee's Retirement. System Plans 75-i, 41-j and 60-b on behalf of eligible employees.

Section 2 - Health Insurance

A. NYSHIP Plan: The Employer shall provide coverage by the New York State Health Insurance Plan (Enhanced Empire Plan - Core Plus Medical and Psychiatric Enhancements) for its employees and their dependents.

B. High Deductible Plan: The Town will make available a High Deductible medical insurance plan with a a prescription drug plan to each full-time employee and the employee's eligible family.

With the High Deductible plan, the Town will fund the full annual deductible through a "health reimbursement account" for 2013 and, if permitted by the insurance company, the full annual deductible for 2014. In the event the Town is not allowed to fund the full annual deductible for 2014, the parties will reopen negotiations for the sole purpose of finding an alternate plan that allows full funding or determining a one-time lump sum payment for 2014 to compensate employees for any out-of-pocket expenses.

C. Change in Insurance Plan Carriers: The Employer may change carriers so long as substantially equivalent benefits are available, subject to Union approval or the decision of an arbitrator in accordance with the arbitration provision of the grievance procedure of this Agreement. The Employer will give the Union written notice of its intention to change carriers, and information about the proposed health insurance plan. The Union shall, if it objects to the change in carriers, notify the Town within ten (10) working days. If the Union objects, the Town may request a list of arbitrators from the American Arbitration Association. The arbitration selection and hearing process shall proceed in accordance with Stage 4 of the Grievance Procedure herein.

D. Changes due to Federal Law: Effective January 1, 2014, the Town's request, the parties agree to a re-opener on the sole issue of medical insurance as a result of the impact of the Patient Protection Affordable Health Care Act.

E. Premium Payment (2013): Effective January 1, 2013, the Town will pay **ninety-four** percent of the monthly premium for individual, two-person, or family medical insurance, as the case may be, for each regular full-time employee. The employee's contribution to the medical insurance premium will be deducted from the employee's paycheck.

Premium Payment (2014): Effective January 1, 2014, the Town will pay **ninety** percent of the monthly premium for individual, two-person, or family medical insurance, as the case may be, for each regular full-time employee. The employee's contribution to the medical insurance premium will be deducted from the employee's paycheck.

Notwithstanding the above, for calendar years 2013 and 2014 only, the Town will waive the employee contribution to the monthly medical insurance premium for an employee who elects to participate in the High Deductible plan. It is understood that this waiver of premium co-payment will be effective only for 2013 and 2014 and that the terms set forth in the first paragraph, above, will become effective on December 31, 2014, under which the employee will pay 10% of the monthly medical insurance premium.

F. Retiree Medical Insurance: The employee agrees to provide a contribution at the same rate at the time of retirement towards individual and family healthcare coverage for employees covered by this collective bargaining agreement.

The coverage shall continue until the retired employee becomes eligible and receives Medicare health coverage. At the time of receipt of Medicare coverage, Medicare Part B coverage will become primary. The Town agrees to reimburse supplemental Medicare Part B coverage when the retiree becomes eligible at the same rate of annual contribution that it has been making minus the employee's contribution at time of retirement until the employee's death.

Upon death of the retired employee, his/her spouse shall continue to receive health insurance coverage at the same rate of contribution under the term's described above until his/her subsequent death.

The Town also agrees to have secondary coverage for those retired employees when Medicare becomes effective.

Section 3 - Disability Insurance

The Town shall provide New York State Disability Insurance Benefits at no cost to its employees.

Section 4 - Workers' Compensation

Workers' Compensation benefits shall be paid retroactive for claims of those affected. If an employee elects to take paid sick time, the Town will be reimbursed for Workers' Compensation Benefits paid. Upon reimbursement to the Town, the Town will re-credit the employee's sick leave account by the portion of the day or days that the reimbursement bears to the employee's sick leave payment for that day or those days.

Section 5 - Dental

The Town shall provide to all employees, at no cost to employees, the CSEA Family Sunrise Dental Plan.

Section 6 - Vision

The Town shall contribute \$300 per year on behalf of each employee for the purpose of providing employees and their families with a CSEA EBF Family Vision Plan and any additional riders offered by the CSEA EBF. The majority of the CSEA membership shall select the specific plan and riders.

ARTICLE 7 - EMPLOYEES STATUS AND RIGHTS

Section 1 - Seniority

Employee seniority shall commence on the date of first hire into the bargaining unit by the Town for non-competitive and labor class employees and from the date permanent appointment in to the bargaining unit in the classified service for competitive class employees.

Employees on leave or layoff shall return to the Town with the same seniority that they had vested at the time that they left. The time during which the right to return can be exercised will not exceed eighteen (18) months.

A. Promotions: Competitive class employees shall be governed by New York State Civil Service Law. Non-competitive and labor class employees shall be promoted on the basis of qualifications and seniority for the job.

B. Job Protection: Layoffs within a job title, should they occur, shall be governed by seniority with the Town. A senior employee in a higher job title shall have the right to assume a lower job title within his or her present department (Highway, and Garbage).

C. Job Openings: All job openings within their own departments Highway/Sanitation shall be posted within their department for a minimum of ten (10) days, assuming applying employee is qualified. Town employees shall be given first preference within their own departments.

Section 2 - Tenure

Employees in the non-competitive and labor classes with at least six (6) months service shall be accorded the same rights that competitive class employees receive under the provisions of Section 75 and Section 76 of the Civil Service Law, as it relates to discipline. All absences of non-competitive and labor class employees shall be used to extend the six (6) month period. Absences of competitive employees shall extend their probationary period in accordance with Civil Service Law.

Section 3 - Job Security

Job security will be governed by Civil Service Rules.

Section 4 - Non-Discrimination

The Town shall so administer its obligation under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, or marital status, or union activity. The Union also agrees to be bound by the same obligations.

Section 5 - Personnel Files

An employee shall have the opportunity to review his or her personal history folder in the presence of an appropriate official of the Employer and at his or her option, his or her Union representatives, upon three (3) working days notice; provided, however, where the employee's personal history folder is kept at a location other than the employee's place of work, five (5) working days notice shall be required.

The employee may place in such file a response of reasonable length, within two weeks, to anything contained therein which such employee deems to be adverse; provided, however, an employee may not review letters of reference obtained in connection with his initial and subsequent employment.

Section 6 - Grievance Procedure

Any grievance involving terms and conditions of employment shall be processed according to the following procedure:

STAGE 1 - A grievance shall be presented to the employee's immediate supervisor in writing within thirty (30) days of the time the employee knew or should have known of the occurrence which gave rise to the grievance. The supervisor shall render a written decision within ten (10) working days of the supervisor's receipt of the grievance.

STAGE 2 - In the event that no answer is received or the grievance is not satisfactorily resolved, the grievance shall be presented to the Town Supervisor, who shall render a written decision to the employee within ten (10) working days.

STAGE 3 - In the event that the employee received no written response or the dispute is not resolved, the grievance shall be presented to the Town Board or its designee, who shall render a written decision within ten (10) working days after their next scheduled meeting.

STAGE 4 - In the event that no written response is received or the grievance is not satisfactorily resolved, the Union may request a list of arbitrators from the American Arbitration Association. The Union shall provide the Town with a Notice of Intent to Arbitrate within thirty (30) days from the receipt of the Stage 3 decision.

The arbitrator shall be selected and any arbitration will be held pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association. The selected arbitrator shall hold a hearing and render his decision within one (1) month. The arbitrator's decision shall be final and binding to both parties.

All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union. Each party shall bear the costs of preparing and presenting its own case.

Union representatives, no more than two (2) of whom shall be employees, shall be allowed to accompany and represent employees at all stages of the above procedure.

Such failure to initiate, shall constitute a waiver of rights exercisable under this grievance procedure, as well as an abatement of this particular grievance.

ARTICLE 8 - UNION STATUS RIGHTS

Section 1 - Representation Rights

The Union and its designated agents shall have the right to consult individual members of the bargaining unit during working hours and in order to administer the Agreement. Such time shall be scheduled upon approval of the Supervisor or his designee but shall not be granted when it would interfere with the operation of the regular work schedules of the Town.

The Employer agrees that no other labor organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc. shall be provided access to bargaining unit employees. The Employer further agrees that it will not permit any other labor organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meetings space, on property or premises owned or occupied of the Town of Patterson.

Section 2 - Bulletin Boards

The Union shall have the right to post notice and other communications on bulletin boards maintained on the premises and facilities of the Town, subject to the approval of the contents of the of such notices and communications by the Town or its designee.

Section 3 - Labor-Management Committee

The Town Supervisor, and Town Board shall meet from time to time with representatives of the unit to discuss matters of mutual concern.

Section 4 - Safety and Health Maintenance

The Town and Union hereby reaffirm that it is a basic right of all employees to work in an environment that is free from hazards and risks to their safety and health.

The Town remains committed to providing safety and health standards for the protection of employees, providing and maintaining safe working conditions, and to initiate and maintain operating practices that will safeguard employees, in an effort to eliminate the potential of on-the-job injury/illness and resulting workers' compensation claims.

The parties will cooperate in the identification and prevention of safety hazards, will work mutually toward their correction, and strive to insure compliance with safety guidelines and standards established on behalf of employees.

All employees are required to wear all the safety equipment specified by the Federal, State and Local government as well as any equipment the Highway Superintendent deems necessary.

ARTICLE 9 - CONFORMITY WITH LAW AND PRACTICE

Section 1 - Separability

If the enactment of legislation or a determination by court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not effect the validity of the rest of this Agreement, which shall remain in full force according to the terms, and in the manner, and with the same effect as if such invalid portion had not been originally included therein.

Section 2 - Mandated Provisions of Law

A. Affirmation of No Strike: The Union affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such a strike.

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

ARTICLE 10 - TERM OF AGREEMENT

This Collective Bargaining Agreement shall be effective from January 1, 2012 through December 31, 2015, unless otherwise agreed to by the parties. However, any and all changes to the previous collective bargaining agreement will not be effective until January 1, 2013.

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on January 2, 2013.

**TOWN OF PATTERSON
INC.**

CIVIL SERVICE EMPLOYEES ASSOCIATION,

**Michael Griffin
Town Supervisor**

**Glenn Blackman
Labor Relations Specialist**

**Michael A. Richardson
Labor Relations Consultant**

**Eugene Brandon
Unit President**

APPENDIX A – HOURLY RATES

Position	1-1-2012	1-1-2013	1-1-2014	1-1-2015
	0%	2%	2%	2%
HEO Foreman	\$31.32	\$31.95	\$32.59	\$33.24
HEO	\$28.47	\$29.04	\$29.62	\$30.21
Mechanic	\$28.47	\$29.04	\$29.62	\$30.21
MEO	\$27.76	\$28.32	\$28.88	\$29.46
LEO	\$27.38	\$27.93	\$28.49	\$29.06
Laborer	\$25.42	\$25.93	\$26.45	\$26.98
Mechanic Asst	\$25.42	\$25.93	\$26.45	\$26.98
Admin Asst	\$21.83	\$22.27	\$22.71	\$23.17

STIPULATION OF AGREEMENT

It is agreed by and between the Town of Patterson and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, recognized union for the Town of Patterson Highway, Landfill and Garbage District Unit, Putnam County Local #840, the present Administrative Assistant will receive a clothing allowance, but that the clothing allowance will not otherwise be given to Administrative Assistants.

It is agreed by and between the Town of Patterson and CSEA, Inc., Local 1000, AFSCME, AFL-CIO to grandfather in all employees within one (1) year of the twentieth year as of March 31, 1994 and those with twenty plus years at five weeks of vacation leave annually. All other employees of the bargaining unit shall receive earned vacation as per Article V, Section I.A. of the Agreement.