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Contract Database Metadata Elements

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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF CATSKILL

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

**Catskill Town Highway & Central Garage Unit
Greene County Local 820**

January 1, 2017 – December 31, 2019

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Catskill, New York, hereinafter called the "Town", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter called the "CSEA".

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 It is agreed that the Town retains and reserves unto itself and its duly elected officials, except as expressly limited by this Collective Bargaining Agreement, all of the authority, powers, rights and responsibilities conferred upon and vested in it and its officials by law, ordinance, or applicable administrative rule or regulations, including, but not limited to, the right in all respects to: determine the mission, purposes, objectives, programs, services and policies of the Town; in all respects to determine the facilities, methods, means, and number of personnel required for conduct of Town programs; to administer all personnel policies, including, but not limited to, examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant of law; make, modify and enforce reasonable rules of employee conduct and safety in accordance with all applicable laws and the provisions of the Collective Bargaining Agreement; to direct, deploy, utilize, and determine the size of work force; to contract for, subcontract for, materials, services, supplies and equipment; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions and to layoff, demote, discharge, or otherwise discipline employees in accordance with law and the provisions of this Collective Bargaining Agreement; to relieve employees from duties because of lack of work, shortage of funds, reorganization, or other legitimate reasons; implement and comply with regulations and requirements issued by any government agency in accordance with all applicable laws and the provisions of the Collective Bargaining Agreement; to maintain the efficiency of its operation.

2.1.2 Notice of Change in Working Conditions: The Town shall notify CSEA at least seven calendar days in advance of any change in working conditions or methods except where such change is required by an emergency or major disaster over which the Town has no control.

2.1.3 Outsourcing of Unit Work: Work normally performed by employees covered by this Collective Bargaining Agreement will not be contracted out if it will result in the layoff-of employees covered by this Collective Bargaining Agreement.

3 UNION RIGHTS

3.1 Recognition

3.1.1 The Town recognizes the CSEA as the sole and exclusive bargaining agent and representative for all employees of the Town Highway Department and the Central Garage for the purpose of collective negotiations of all terms and conditions of employment and administration of grievances as defined in 14.1.1 of this Collective Bargaining Agreement for the maximum period of time stipulated under Section 208 (c) of the Public Employees' Fair Employment Act.

3.2 Definition of Bargaining Unit

3.2.1 Inclusion: Included in the bargaining unit are all regular full-time and regular part-time laborers, motor equipment operators, and any other employees of the Highway Department and the Central Garage who regularly perform work operating, repairing, or maintaining vehicles or equipment or maintaining Town highway facilities and roadways.

3.2.2 Exclusion: Excluded from the bargaining unit are the Superintendent of Highways, Deputy Highway Superintendent, temporary employees, and clerical employees.

3.2.3 Regular Full-time Employee: For the purpose of this Collective Bargaining Agreement, a “regular full-time employee” will mean and refer to an employee who is regularly scheduled to work forty hours per week.

3.2.4 Regular Part-time Employee: For the purpose of this Collective Bargaining Agreement, a “regular part-time employee” will mean and refer to an employee who is regularly scheduled to work between twenty and thirty hours per week.

3.2.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean and refer to someone who is called in to replace an employee who is on an approved leave of absence or to work on a special project for a limited duration. Such employee will not be eligible for benefits provided through this Collective Bargaining Agreement. The employment of “temporary employees” to perform bargaining unit work will not waive the Union’s exclusivity. The Town will not employ “temporary employees” when a regular full-time employee is in lay-off status.

3.2.6 Other Classifications: The Town will only use the classification of “regular full-time employee”, “regular part-time employee”, and “temporary employee”.

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

3.3 Union Membership/Agency Shop

3.3.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Town will deduct from the wages of the members of the CSEA and remit to CSEA on a monthly basis the regular membership dues and other authorized deductions for those members of CSEA who sign authorizations permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization.

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

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

3.4 Leave for Grievances and Hearings

3.4.1 Eligible Employees: No more than **two** persons shall be designated or elected for the purpose of adjusting grievances or assisting in the administration of this Collective Bargaining Agreement. Such persons shall be permitted a reasonable amount of free time from their regular duties, without loss of pay or leave credits, in order to fulfill their obligations in this regard.

3.4.2 Requests for Release Time: Except in the case of an extreme emergency, the appropriate Department Head shall be given at least forty-eight hours notice in advance of the time during which an employee will be absent from work for this purpose.

3.4.3 Notice of Stewards: The CSEA will communicate to the Town Supervisor the names, addresses and position of any employees designated in 3.4.1 above or their successors.

3.5 Leave for Negotiations

3.5.1 Eligible Employees: At any one time, no more than **two** employees designated by the CSEA will receive release time, without loss of pay or leave credits, for the purpose of attending negotiation meetings scheduled by the Town.

3.5.2 Notice of Representatives: The CSEA will communicate to the Town Supervisor the names, addresses and position of any employees designated in 3.5.1 above or their successors.

3.6 Leave for Union Conferences

3.6.1 Eligible Employees: The Town shall grant release time to the CSEA Unit President, or designee, for the purpose of attending meetings, conferences and conventions of the CSEA. Up to three days per calendar year shall be without loss of pay or leave credits and up to two additional days per calendar year shall be without pay unless the employee uses accumulated vacation leave or personal leave.

3.6.2 Requests for Release Time: Notice of any impending meeting or conference requiring release time shall be communicated to the appropriate Department Head at the earliest possible date. An employee requesting such leave shall not leave the work site until it has been approved by the appropriate Department Head.

3.7 Bulletin Boards

3.7.1. The CSEA shall have the right to post notices or other communications on existing bulletin boards maintained on the premises and facilities of the Town subject to the approval of the contents and size of such notices and communications by the Town Supervisor.

3.8 Access to Town Premises

3.8.1 The Officers and agents of CSEA shall have the right to visit the Town's facilities for the purpose of adjusting grievances and administering the terms of this Collective Bargaining Agreement.

3.8.2 The Town recognizes the rights of the employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Collective Bargaining Agreement and to visit employees during working hours for the purpose of conducting union business provided it does not unduly interfere with normal operations. The representative shall give prior notice of the visit to the appropriate Department Head. Such employee representative shall also be permitted to appear at public hearings before the legislative body upon the request of the employees.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: An employee shall serve an initial probationary period of fifty-two weeks of actual employment in the aggregate. An employee who resigns from employment and is later rehired must serve another probationary period of fifty-two consecutive weeks.

4.1.2 Failure to Successfully Complete Probationary Period: In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. The employee will be entitled to an exit interview prior to dismissal.

4.1.3 Temporary Employees: In the event a temporary employee is hired as a regular full-time employee or regular part-time employee, such individual shall serve the full probationary period.

4.1.4 Promotions and Transfers: Refer to Article 5, below.

4.2 Seniority

4.2.1 Service Seniority: Employee seniority shall commence from the date original entry into employment with the Town, including all time actually served in the employment of the Town as a regular full-time or regular part-time employee.

4.2.2 Computation of Seniority: For the purpose of calculating the length of service of a regular full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a regular full-time employee. For the purpose of calculating length of service of a regular part-time employee, one year of service will be credited for every 2080 hours of paid work and paid leave. In the event a regular part-time employee is appointed to a position as a regular full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

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

4.2.4 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service"; however, the employee's anniversary date will be extended for a period equivalent to the time of such leave.

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

4.3 Layoff Procedure

4.3.1 First to be Laid Off: In the event of a reduction in the number of positions in a job title within the bargaining unit, the employee within the affected job title with the least service seniority will be the first to be laid off.

4.3.2 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit. This process will be followed until the last employee who is eligible to bump has had the opportunity to do so.

4.4 Recall Procedure

4.4.1 Recall to Same Job Title: In the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within that job title with the most service seniority will be offered the position. This process will be followed until each laid-off employee who was within that job title has been recalled to that job title.

4.4.2 Notice of Recall to Same Job Title: The Town will notify the laid-off employee of the vacancy in 4.4.1 by means of certified mail sent to the employee's last known address. In the event the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

4.4.3 Change of Address: A laid-off employee must notify the Town, in writing, of any change of address or telephone number.

4.5 Performance Appraisal

4.5.1 Purpose and Criteria: The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, teamwork, conduct, and such other criteria that properly reflect the employee's performance.

4.5.2 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Town Board. Informal evaluations will occur on an as needed basis. The Town's failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of its right to perform such evaluations at any time in the future.

4.5.3 Post-evaluation Conference: After an evaluation, the appropriate Department Head will meet with the employee to review the employee's performance appraisal report.

4.5.4 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement and, if appropriate, on-the-job training.

4.5.5 Employee Reply: An employee's written reply, if any, will be attached to the performance appraisal report. Performance appraisals may not be submitted to the grievance procedure.

4.5.6 Appeal: Any dispute over a performance appraisal may be appealed to the Town Board. The Town Board will issue a recommendation, in writing, which the employee may elect to attach to the appraisal report.

4.6 Personnel File

4.6.1 Employee Access: An employee may review and copy the contents of the employee's own personnel file, with the exception of letters of reference. The employee must make an appointment with the Town Supervisor. The appointment will be available within a reasonable period of time. An authorized official must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Town Supervisor.

4.6.2 Union Access: With the written consent of the employee, a representative of the Union will be allowed to review and copy the contents of the employee's personnel file, with the exception of letters of reference. The representative must make an appointment with the Town Supervisor. An authorized official must be present when the representative inspects the file.

4.6.3 Change in Status: An employee must immediately notify the Town Supervisor of a change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

4.7 Fair Treatment

4.7.1 The Town shall so administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed. Claims of discrimination are not subject to the grievance process. Claims of discrimination should be addressed in the proper federal and/or state forum.

5 VACANCIES & PROMOTIONS

5.1 Notification of Vacancies

5.1.1 Posting: In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least fourteen calendar days on the Union bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment, but in no event more than ninety calendar days unless agreed to by the Union.

5.1.2 Application: Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by making a written application.

5.2 Appointment to Vacancies

5.2.1 Selection: Seniority and qualifications shall be the basis for filling existing vacancies and new positions before employing outside help. The Superintendent of Highways will be the judge with respect to the degree to which applicants meet job qualifications. In the event the Union believes an applicant is more qualified than the one who is appointed to the position, the dispute may be submitted to the grievance procedure.

Notwithstanding the above, the selection of internal and/or external applicants to fill positions of Working Foreman - Highway will be at the sole discretion of the Superintendent of Highways and the Working Foreman - Central Garage or Mechanic will be at the sole discretion of the Town Board.

5.2.2 Union Notification of New Employees: The Town will notify the CSEA Unit President when a new employee is hired. This will apply to employees regularly scheduled to work in a full or part-time position. Notification will include the employee's name, title, and salary rate.

5.2.3 Probationary Period (Promotion): An employee who is promoted into a new position shall be placed on probation for a period of ninety calendar days of employment in the aggregate. At any time during this period, the Town may rescind the promotion and the employee must be reinstated to the employee's previous position. The decision as to rescinding the promotion will not be subject to the Grievance Procedure or Disciplinary Procedure, but the failure to reinstate the employee to the previous position may be submitted to the Grievance Procedure.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workday/Workweek: The work schedule of all employees will be 7 am to 3:30 pm daily, Monday through Friday. Notwithstanding the above, the Superintendent of Highways will have the discretion of implementing a "summer work schedule" between the months of daylight savings time consisting of four ten-hour days.

6.1.2 Schedule Changes: The Town shall not unilaterally change an employee's regular work schedule for the sole purpose of avoiding the payment of overtime in a given week.

6.1.3 Additional Hours of Work: The appropriate Department Head, or designee, may require an employee to work additional hours beyond the employee's normal workday and workweek.

An employee must receive prior approval from the appropriate Department Head, or designee, before working additional hours.

Other department heads (e.g. Ambulance, Cemetery, Code Enforcement) may authorize overtime if a piece of equipment needs repair

6.1.4 Procedure for Assigning Additional Hours: The Town agrees that for all overtime worked, a rotating seniority list shall be posted and employees shall so rotate the overtime, provided however, the employee must be qualified to perform the overtime work.

The Working Foreman - Central Garage will be assigned overtime only when there are two or more trucks out for weather-related work, town-wide clean-up days, or any other situations that require two or more trucks.

6.1.5 Errors in Assigning Additional Hours: In the event the Town makes an error in the assignment of additional hours, the Town shall offer the next opportunity to work those same additional hours to the employee who should have worked.

6.1.6 Time Records: An employee must record all hours worked in each workday in a manner to be determined by the Town.

6.2 Notification of Absence

6.2.1 Notification of Tardiness: An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the appropriate Department Head, or designee, before the employee's scheduled starting time.

6.2.2 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the appropriate Department Head, or designee, before the employee's scheduled reporting time. *Failure to give this notice will render the employee ineligible to use sick leave credits for the absence.* Unless the absence was pre-authorized, the employee must give notice each day of the absence.

6.2.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify the appropriate Department Head, or designee, prior to leaving.

6.3 Meal & Rest Periods

6.3.1 Meal Period: An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the appropriate Department Head in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Department Head, an employee may leave the work-site during the meal period.

6.3.2 Rest Periods: An employee will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. Rest periods must be approved by the appropriate Department Head in accordance with the needs and requirements of the department.

An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

Unless otherwise specified by departmental rules, all rest periods must be taken at the work-site and may not exceed the time allowed. All employees shall be given appropriate relief from inclement or adverse weather conditions during normal work-break times.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: The schedule set forth below will be applicable for the period January 1, 2017 through December 31, 2019, which reflects a wage increase of 1% on January 1, 2017, 2% on January 1, 2018, and 2% on January 1, 2019.

Job Title	1-1-2017	1-1-2018	1-1-2019
Working Foreman - Central Garage	\$22.87	\$23.32	\$23.79
Working Foreman - Highway	\$22.87	\$23.32	\$23.79
Mechanic	\$22.10	\$22.54	\$22.99
Heavy Equipment Operator	\$21.31	\$21.74	\$22.17
Motor Equipment Operator	\$20.69	\$21.11	\$21.53
Laborer	\$20.37	\$20.78	\$21.19

7.1.2 New Hire Rate: A newly hired employee will receive ten percent below the regular rate for the first year of employment and the regular rate upon completion of one year of service.

7.1.3 Laborer Operating Wing: A full-time laborer shall receive a twenty cent (\$.20) per hour stipend for the time said employee operates a snowplow wing of a snowplow in use removing or clearing snow during the snow season.

7.2 Premium Pay for Overtime

7.2.1 Authorization: An employee must receive prior approval from the appropriate Department Head before working beyond the employee's normal workday or workweek.

7.2.2 Overtime Rate: Any employee working in excess of forty hours in any work week shall be compensated at the rate of one and one-half times their basic hourly rate for those hours worked in excess of forty hours.

7.2.3 Credit for Paid Leave: All paid leave shall apply toward the computation of overtime.

7.2.4 Compensatory Time: An employee will have the option of receiving "compensatory time" (as defined by the Fair Labor Standards Act) in lieu of paid overtime. When an employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours for authorized time worked over forty hours in a given workweek. In any calendar year, an employee may convert a maximum of **thirty** hours of overtime work into **forty-five** hours in compensatory leave credits. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

7.2.5 Scheduling Compensatory Leave: An employee must receive prior approval from the appropriate Department Head, or designee, to use compensatory leave credits.

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

7.2.7 Laborer Operating Wing During Overtime: In accordance with 7.1.3, such stipend shall be thirty cents (\$.30) per hour for time operating a wing when the employee is in overtime status and on holidays (\$.40 on Thanksgiving Day, Christmas, and New Years Day). Such stipend shall be paid in the same manner as payment for other overtime.

7.3 Overtime Meal Allowance

7.3.1 Eligibility: Employees who work overtime shall receive a meal allowance of \$8.50 for each four consecutive hours of overtime worked up to a maximum of three in any one work day.

7.3.2 Payment: The Town agrees to pay employee's meal allowance in a separate check, which will be subject to applicable federal and state taxes.

7.4 Emergency Call-In Pay

7.4.1 Compensation: In the event of an emergency call-in after the employee's regular quitting time and the employee has left the work-site, the employee shall be paid for **four hours** minimum at the overtime rate of one and one half times the employee's regular rate of pay. The Town shall call in a minimum of two employees to perform the work. In the event the employee does not work for the full four hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

7.4.2 Start Time: The pay for an employee who is called out for overtime duty (whether scheduled overtime or for emergency call-in) will begin when the employee arrives at the Town garage.

7.5 Out-of-Title Pay

7.5.1 Higher Classification: An employee may be assigned temporarily to perform duties of a higher classification. An employee must receive prior approval from the appropriate Department Head before working in a higher classification. In the event the employee is assigned to assume the primary duties and responsibilities of a higher classification, the employee shall be compensated for such duties during the period they perform the same, at the higher rate of pay.

7.5.2 Lower Classification: An employee may be assigned temporarily to perform duties of a lower classification. In that event, they shall be compensated at their regular rate of pay.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: The paid holidays listed below will be observed on the day designated by the State:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas

Floating Holidays: In addition to the ten designated holidays listed in 8.1.1, a full-time employee will be credited with one floating holidays on January 1st of each year. An employee must receive prior approval from the appropriate Department Head to take a floating holiday. The request must be submitted, in writing, as far in advance as possible. In the event more employees request a floating holiday than minimum coverage permits, preference will be given to the employee with the most service seniority. Floating holidays must be used in whole-day increments. Any floating holidays remaining unused at close of business on the last day of the calendar year will be canceled.

8.1.2 Holiday Pay Eligibility: A regular full-time employee or regular part-time employee is eligible for paid holidays upon hire.

8.1.3 Holiday Occurs on Days Off: When a holiday falls on a Saturday, the employee shall be allowed the preceding Friday off. When a holiday falls on a Sunday, the employee shall be allowed the following Monday off.

8.1.4 Holiday Pay (Not Assigned to Work): A regular full-time employee or regular part-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay, provided the part-time employee was otherwise scheduled to work on that day.

8.1.5 Holiday Pay (Assigned to Work): A regular full-time employee or regular part-time employee who is assigned to work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay". However, an employee who does work on New Year's Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day will be paid for all hours worked at two times (rather than one and one-half times) the employee's regular hourly rate, plus "holiday pay".

8.1.6 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

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

8.2 Vacation Leave

8.2.1 Allowance (hired before 1-1-2014): A regular full-time employee or regular part-time employee hired before January 1, 2014 shall be entitled to vacations each year as follows:

Upon Completion of Years of Service	Entitled to the Following Number of Vacation Days
one – four	Eleven (88 hours)
five – nine	Fifteen (120 hours)
ten – fourteen	Twenty (160 hours)
fifteen – nineteen	Twenty-one (168 hours)
twenty – twenty four	Twenty-two (176 hours)
twenty-five	Twenty-five (200 hours)

A regular part-time employee will be credited with paid vacation leave prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%.

Allowance (hired after 1-1-2014): A regular full-time employee or regular part-time employee hired on or after January 1, 2014 shall be entitled to vacations each year as follows:

Upon Completion of Years of Service	Entitled to the Following Number of Vacation Days
one – six	80 hours
seven – eleven	120 hours
twelve or more	160 hours

A regular part-time employee will be credited with paid vacation leave prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%.

8.2.2 Date Credited: An employee will be credited on the employee's anniversary date for the vacation leave earned in the previous year. An employee shall not accrue vacation leave credits while the employee is on an approved unpaid leave of absence or while the employee is in layoff status and the allowance for the subsequent year will be prorated accordingly.

8.2.3 Accumulation: An employee should use all vacation credits before the employee's anniversary date following the year for which they were credited. However, an employee may carry up to eighty hours of vacation credits into the next year. Any vacation leave credits in excess of eighty hours remaining unused at the employee's anniversary date will be canceled. The Town shall provide a yearly notice to employees indicating their accruals.

8.2.4 Scheduling: Vacation requests for four days or less shall be submitted in writing no less than one workday in advance, and are subject to the approval of the appropriate Department Head. Vacation requests for five days or more shall be submitted in writing no less than one week in advance and are subject to the approval of the appropriate Department Head. Approval will not be unreasonably withheld. An employee may take vacation leave only after it has been credited.

Vacation leave will be deducted from an employee's credits in **thirty minute** (½ hour) increments for a **minimum of one-half day** (e.g. before lunch or after lunch). If the daily work assignments permit a reduced crew size, the Superintendent of Highways may waive the one-half day requirement.

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 a conflict over vacation periods.

8.2.5 Holidays During Vacation: If a designated holiday occurs during an employee's vacation leave period, then the employee will not be charged with a vacation day for that holiday. Refer to 8.1.6 above.

8.2.6 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance: A regular full-time employee will be credited with **eight** hours of paid sick leave each month. However, a regular full-time employee hired on or after January 1, **2014** will be credited with **six** hours of paid sick leave each month until completion of five years of continuous service at which time the employee will be credited with eight hours each month.

A regular part-time employee will be credited with paid sick leave prorated by the average number of hours the employee normally works in a workweek, with forty hours equal to 100%.

8.3.2 Date Credited: The employee will be credited on the first day of the month after it has been earned.

8.3.3 New Employees: A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time a regular full-time employee will be credited with thirty-six hours of paid sick leave; (a newly hired regular part-time employee will be credited with paid sick leave prorated by the average number of hours the employee normally works in a workweek, with forty hours equal to 100%).

8.3.4 Accrual During Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of thirty calendar days, including an unpaid leave of absence due to a Workers' Compensation claim.

8.3.5 Accumulation: An employee may accumulate unused sick leave days to a maximum of sixteen hundred hours (two hundred days). Any sick leave credits in excess of sixteen hundred hours will be canceled. The Town shall provide a yearly notice to employees indicating their accruals.

8.3.6 Use of Sick Leave: An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments, which cannot be scheduled during non-work hours.

An employee may take paid sick leave only after it has been credited. Sick leave will be deducted from an employee's credits in **thirty minute** (½ hour) increments.

Sick leave may also be used for illness in the employee's immediate family. In this context, family shall mean spouse, child, parent or other person with whom the employee resides.

8.3.7 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave, or has used an excessive amount of sick leave, or after an employee is absent for five consecutive workdays due to an illness or injury.

8.3.8 Abuse of Sick Leave: An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excessive amount of sick leave may be subject to appropriate disciplinary action in accordance with this Collective Bargaining Agreement. Scheduled sick leave days will not be considered abuse.

8.3.9 Termination of Employment: An employee who has completed **five** years of continuous service who resigns, retires, or is laid off will receive payment for up to the maximum of two-hundred and forty hours (thirty eight-hour days) of unused sick leave credits to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused sick leave. In the event of the death of such employee, payment will be made to the employee's spouse or dependent children.

Notwithstanding the above, an employee hired prior to January 1, 2005 who **retires** directly from the Town into the New York State Retirement System will receive payment for up to a maximum of eight hundred hours of unused sick leave credits. In the event of the death of such employee, payment will be made to the employee's spouse or dependent children.

8.3.10 Retirement Credit: The Town will make available Section 41j of the Retirement and Social Security Law.

8.4 Personal Leave

8.4.1 Allowance: A regular full-time employee will be credited with **forty** hours of paid personal leave each year. However, a regular full-time employee hired on or after January 1, **2014** will be credited with **twenty-four** hours of paid personal leave each year until completion of five years of continuous service at which time the employee will be credited with **forty** hours each year. A regular part-time employee will be credited with eight hours of paid personal leave each year.

8.4.2 Date Credited: An employee will be credited on the first day of January of each year for use during that year.

8.4.3 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment.

8.4.4 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be canceled.

8.4.5 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that reasonably cannot be conducted outside of normal working hours and for personal emergencies.

8.4.6 Scheduling: An employee must receive prior approval from the appropriate Department Head to take personal leave. The request must be submitted, in writing, to the Department Head at least two workdays in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Department Head will have total discretion in the approval of personal leave.

An employee may take personal leave only after it has been credited. Personal leave will be deducted from an employee's credits in **thirty minute** (½ hour) increments.

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

8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of a death of a regular full-time or regular part-time employee's immediate family member, the employee may take a paid leave of absence for up to **five** scheduled workdays between date of the death and the day after the memorial service. Such leave will not be subtracted from any of the employee's leave credits. The employee must have completed the probationary period to be eligible for this benefit. For purposes of bereavement leave, "immediate family member" will mean the following: spouse; child or step-child; parent or legal guardian and or spouse's parent.

8.5.2 Extended Family: In the event of a death of a regular full-time or regular part-time employee's extended family member, the employee may take a paid leave of absence for up to **two** scheduled workdays between date of the death and the day after the memorial service. Such leave will not be subtracted from any of the employee's leave credits. The employee must have completed the probationary period to be eligible for this benefit. For purposes of bereavement leave, "extended family member" will mean the following: sibling and grandparent.

8.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an "immediate family member" or an "extended family member". The request must be submitted, in writing, to the appropriate Department Head. The Department Head shall have total discretion in the approval of such additional bereavement leave.

8.6 Jury Duty

8.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits.

8.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the appropriate Department Head.

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

8.7 Fire Calls

8.7.1 Leave of Absence: Employees who are volunteer members of a fire department that services the Town of Catskill (including mutual aid calls) will be permitted to attend fire calls during working hours without loss of pay or leave credits. An employee may not leave work during a snow emergency or when critical work is in progress (e.g. laying asphalt). The employee may be required to submit verification of the employee's attendance at such call.

9 MEDICAL - DENTAL - VISION

9.1 Medical Insurance

9.1.1 Insurance Plan: The Town shall make available medical insurance to regular full-time employees and the employee's family. The domestic partner of an employee may enroll in the medical insurance plan but the Town will NOT pay any portion of the additional cost of such coverage.

Employees will have a choice of enrolling in the New York State Health Insurance Plan (NYSHIP) or the BlueShield of Northeastern New York (BSNEY) Silver EPO 8000b plan.

For an employee who enrolls in an "individual" BSNEY plan, the Town will fund **\$1500** into a Health Reimbursement Account to cover the first 50% of the \$3000 "high deductible".

For an employee who enrolls in a "dependent" BSNEY plan (employee/child, employee/spouse, or family), the Town will fund **\$4500** into a Health Reimbursement Account to cover the first 75% of the \$6000 "high deductible".

In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan.

9.1.2 Date Coverage Begins: The Town will provide enrollment forms to new employees on the first day of employment. Coverage will begin on the first day of the month following **thirty days** of continuous employment, provided the employee has completed the insurance application. Enrollment in a medical insurance plan is not automatic. An employee must complete the necessary enrollment forms.

9.1.3 Change in Insurance Plans: The Town will provide a sixty-day notice to the CSEA Unit President in the event the Town plans to make changes in the Health Plan. Such changes will only be implemented if the coverage level will remain equal to or greater than the present levels of coverage.

9.1.4 Premium Payment: For employees hired before October 1, **1996**, the Town will pay **100%** of the annual premium for individual coverage and **100%** of the annual premium for two-person or family coverage, as the case may be.

For employees hired on or after October 1, **1996** but before January 1, **2006**, the Town will pay **90%** of the annual premium for individual coverage and **90%** of the annual premium for two-person or family coverage, as the case may be. The employee will pay the difference between the Town contribution and the full premium, which will be deducted from the employee's regular paycheck.

For employees hired on or after January 1, **2006**, the Town will pay **85%** of the annual premium for individual coverage and **80%** of the annual premium for two-person or family coverage, as the case may be. The employee will pay the difference between the Town contribution and the full premium, which will be deducted from the employee's regular paycheck.

9.2 Dental & Optical

9.2.1 Dental Coverage: The Town will make available a dental insurance plan to each eligible regular full-time employee and the employee's eligible family through the CSEA Employee Benefit Fund, Sunrise Plan.

9.2.2 Optical Coverage: The Town agrees to enroll all regular full-time employees in the CSEA Employee Benefit Fund Vision Care Plan called Platinum.

9.2.3 Date Coverage Begins: The Town will provide enrollment forms to new employees on the first day of employment. Coverage will begin on the first day of the month following thirty days of continuous employment, provided the employee meets all eligibility requirements of the plan and has completed the application prior to the first day of employment. Enrollment in the dental plan is not automatic. An employee must complete the necessary enrollment forms.

9.2.3 Change in Insurance Plans: The Town may, at its discretion, change carriers and/or offer an alternative dental plan that is substantially equivalent to the current plan.

9.2.4 Premium Payment: The Town will pay the full premium for individual or family dental and optical coverage, as the case may be.

9.3 Flexible Spending Account

9.3.1 Eligibility: The Town will make available a Pre-Tax Contribution Program in accordance with Section 125 of the Internal Revenue Service Code to each regular full-time employee, provided the employee meets all eligibility requirements for medical insurance.

9.4 Medical Insurance Buy-Out

9.4.1 Eligibility: A regular full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in the same plan (two-person or family) and will not be eligible for this buy-out.

9.4.2 Amount of Buy-Out: Each year, the eligible employee will receive an amount equal to the contribution to the annual premium for the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars. The maximum the Town will pay for a buy-out is \$12,000. The buy-out is subject to applicable taxes.

Example: if the contribution to the annual premium for the alternate plan is \$2800, the amount of the buy-out would be $\$2800 \times 1.32 = \$3696 + \$1000 = \4696 .

Another example: if there is no contribution to the annual premium for the alternate plan, the amount of the buy-out would be $\$0 \times 1.32 = \$0 + \$1000 = \1000 .

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

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

9.5 Workers' Compensation Insurance

9.5.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

9.5.2 Plan: The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan, provided the plan meets the State requirements.

9.5.3 Reporting of Injury: An employee should report an injury to the appropriate Department Head within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim. In the event the employee is unable to complete the forms due to the injury or illness, the Department Head will complete and submit the required forms on behalf of the employee.

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

9.5.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year, provided the employee makes the required employee contribution.

9.6 Short-Term Disability Insurance

9.6.1 Coverage: The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

9.6.2 Plan: The Town may, at its discretion, change carriers and/or offer an alternative short-term disability plan, provided the plan meets the State minimum requirements.

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

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

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

9.6.6 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan AND is continuing to draw on accrued leave credits, will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution.

If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with federal and state laws (e.g. COBRA). For those employees enrolled in the New York State Health Insurance Program (Empire Plan), the premium may be waived in accordance with plan documents.

10 RETIREMENT BENEFITS

10.1 Medical Insurance for Retired Employees

10.1.1 Eligible Participants: The Town offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Town employment under the New York State Retirement System.

10.1.2 Retiree's Spouse: Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

10.1.3 Eligibility: To be eligible for coverage, the retiree must 1) have at least **twenty** years of continuous service; 2) be at least **sixty-two** years of age - unless the retiree has at least **thirty** years of continuous service in which case the age requirement will be at least **fifty-five** years of age; 3) have retired directly from the Town; and, 4) applied for and been granted a retirement benefit from the New York State Employees' Retirement System.

Also eligible are employees who separate from service as a result of a disability retirement who have at least twenty years of continuous service.

Notwithstanding the above, an employee who leaves employment due to termination charges being brought against the employee is not eligible for medical insurance or prescription drug coverage for retirees.

10.1.4 Insurance Plan: The Town Board may change the medical insurance and/or prescription drug plan at any time, including, but not limited to, type of coverage and carrier. However, the plan must be the same as that made available to active employees and other eligible retirees of the Town.

10.1.5 Medicare: Coverage under a medical insurance plan made available through the Town will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare, at which time primary coverage will be provided by Medicare. At that time, the retiree and eligible spouse will be enrolled in the Medicare supplemental policy. The Town **will** reimburse a retiree and/or the retiree's eligible spouse for the cost of the Medicare Part B premium.

10.1.6 Premium Payments: For employees in the Town of Catskill Highway & Central Garage bargaining unit who commenced full-time employment with the Town of Catskill Highway Department on or before December 31, **1992**, the Town will pay **one hundred percent** of the premium for the family plan, two-person plan, or individual plan, as the case may be.

For employees in the Town of Catskill Highway & Central Garage bargaining unit who commenced employment with the Town of Catskill Highway Department on or after January 1, **1993** but before January 1, 2005, the Town will pay **75%** of the health insurance premiums for a family or two-person plan and **90%** of the health insurance premium for an individual plan.

For employees in the Town of Catskill Highway & Central Garage bargaining unit who commenced employment with the Town of Catskill Highway Department and/or Central Garage on or after January 1, **2005**, the Town will pay **50%** of the health insurance premiums for a family plan or two-person plan and **75%** of the health insurance premium for an individual plan.

10.2 Retirement Plan

10.2.1 The Town shall adopt by resolution of NYS Employees Retirement System Non-Contributory Plan 75(i).

11 TRANSITIONAL DUTY

11.1 Transitional Duty Program

11.1.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position as set forth in the job description established by the Town, the Town may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

11.1.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less by the insurance carrier **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by the employee's treating physician, a State Insurance Fund consulting physician, or by a medical examination ordered by the Town. The Town shall determine what medical documentation (not medical findings) will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

11.1.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

11.1.4 Wages and Benefits: While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to regular employees set forth in this Collective Bargaining Agreement.

11.1.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination as a condition of allowing the employee to return to full duties.

11.1.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

12 SAFETY

12.1 Safety Bonus

12.1.1 Eligibility: A regular full-time employee who has completed twelve consecutive months of active employment (excluding unpaid leaves of absence) with no lost-time accidents, will receive a safety bonus of one hundred dollars. Thereafter, for each additional twelve consecutive months of active employment with no lost-time accidents, the employee will receive a safety bonus of an additional one hundred dollars up to a maximum of five hundred dollars per year.

12 Consecutive Months	\$100 bonus
24 Consecutive Months	\$200 bonus
36 Consecutive Months	\$300 bonus
48 Consecutive Months	\$400 bonus
60 Consecutive Months	\$500 bonus
72 Consecutive Months	\$500 bonus
84 Consecutive Months	\$500 bonus
etc.	\$500 bonus

In the event the employee has a loss-time accident, the "clock" will be restarted and employee will be required to work twelve consecutive months with no loss-time accidents to receive a \$100 safety bonus.

12.1.2 Definition of "Lost-Time": For the purposes of this provision, a "lost-time accident" shall be defined as a work-related accident that results in the employee being absent from work more than one day beyond the end of the working shift on which the accident occurred. Should the employee elect to use paid vacation leave for the time immediately following the accident, such time shall not be considered as "lost-time".

13 GENERAL PROVISIONS

13.1 Work Accouterments

13.1.1 Uniforms: The Town will provide a uniform rental and cleaning service for employee uniforms at no cost to the employee, as well as providing **coveralls** and **winter jacket** when needed. Employees shall wear the uniforms at all times while on duty. Further, employees may, upon request, purchase appropriate tee shirts at cost through the Town.

The Town will reimburse each employee up to one hundred dollars (**\$100**) per year for the purchase of a **“safety” jacket**. The jacket must have reflective qualities for safety and be insulated for colder weather. The employee must present proof of purchase to be reimbursed. Sales tax will not be reimbursed.

13.1.2 Safety Shoes: The Town agrees to provide safety shoes to all employees up to a maximum of **\$200** per year per employee. The employee must present proof of purchase prior to be reimbursed. Sales tax will not be reimbursed. Employees will wear safety shoes at all times while on duty.

13.1.3 Work Gloves: The Town agrees to provide two pair of work gloves annually for all employees in the bargaining unit. Choice of gloves will be at the sole discretion of the Town.

13.1.4 Mechanics Tool Allowance: Memorandum of Agreement which provides three lump-sum payments in consideration of the investment in tools by the mechanic (or Working Foreman - Central Garage, as the case may be). The Town will cover the repair costs of a mechanic's tools, provided the damage was not due to negligence.

13.2 Driver's License

13.2.1 Requirement to Possess a Driver's License: An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

13.2.2 Requirement to Possess a Commercial Driver's License: An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

14 DUE PROCESS PROCEDURES

14.1 Grievance Procedure

14.1.1 Purpose: In order to establish a more harmonious and cooperative relationship between the Town and the members of the Bargaining Unit, it is hereby agreed to be the policy of this administration and the purpose of this procedure to provide for the settlement of differences through an orderly grievance procedure. It is also the policy of this Town to assure to members of the bargaining unit, the right to full freedom of association, self-organization and designation of representatives of their own choosing for the purpose of adjustment of their grievances, free from interference, restraint, coercion or reprisal.

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

14.1.3 Step One - Formal Grievance: The CSEA labor relations specialist, CSEA Unit President, or an individual member of the bargaining unit may submit a grievance to the appropriate Department Head. The specific nature of the grievance and the facts relating thereto shall be reduced to writing and provided to the Department Head within thirty calendar days of the incident giving rise to the grievance.

Within three calendar days after receiving the grievance, the Department Head shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Department Head shall issue a written response to the grievance, which shall be given to the CSEA Unit President and the employee(s).

14.1.4 Step Two - Appeal: If the CSEA labor relations specialist, CSEA Unit President, or the grievant is not satisfied with the response to the grievance at Step One, the CSEA labor relations specialist, CSEA Unit President, or the grievant may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received. Such appeal shall be mailed or delivered to the Town offices and shall include a copy of all involved documentation.

Within seven calendar days after receiving the appeal, the Town Supervisor (or designated representative) shall meet with the aggrieved employee(s) and the designated representative of the Union.

The Town Supervisor shall issue a determination within seven calendar days of said hearing. This determination will either be mailed to the CSEA Unit President and the grievant(s) or delivered by a representative of the Town.

14.1.5 Step Three - Binding Arbitration: If the CSEA is not satisfied with the response to the grievance at Step Two, the CSEA may submit the matter to arbitration by filing a demand for arbitration with the Public Employment Relations Board (PERB) in accordance with its rules and regulations for Voluntary Grievance Arbitration. The demand for arbitration must be filed within thirty calendar days from receiving the Step Two response or when the Step Two response should have been received.

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

The Town and the Union shall share the fees of the arbitrator equally.

14.1.6 Representation: CSEA shall have the exclusive right to represent any employee, upon the employee's request, at any step of the grievance procedure.

14.1.7 Time Limitations: Failure to submit an appeal of a grievance decision within said time limitations shall make the matter ineligible for appeal under this article or any other procedure. In the event the Town fails to respond to a grievance with the prescribed timelines, the grievance will move to the next step of the procedure. Time limits may be waived by mutual agreement between the CSEA and the Town.

14.1.8 Work Now - Grieve Later: Unless an employee believes that their safety is in peril, employees are expected to obey assignments and grieve later. Employees shall not leave the job site to find the Highway Superintendent in order to grieve. This does not apply to attendance at hearings, co-scheduled by the Town.

14.2 Disciplinary Procedure

14.2.1 Eligibility: The disciplinary process applies to all bargaining unit employees upon completion of the probationary procedure.

14.2.2 Discipline for Just Cause: No employee with a permanent appointment shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Such written notice will have indicated on it, "Notice of Discipline". Simultaneously, a copy of the notice shall be sent to the CSEA Unit President.

14.2.3 Progressive Discipline: The Town endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to discipline employees in any manner it sees fit. Disciplinary action may include: written reprimands, suspension without pay, demotion, and termination of employment. The Town does not guarantee that one type of discipline will precede another. Discipline is not to replace appropriate counseling procedures.

14.2.4 Suspension with Pay: The Town reserves the right to suspend an employee with pay during an investigation. This action is intended to protect the rights of all parties involved. After the investigation, if warranted, an employee may receive a Notice of Discipline with the penalty.

14.2.5 Suspension without Pay: Employees who are suspended without pay will receive a pre-suspension meeting in which the Town advises the employee of the alleged charges and explains the evidence to support the charges. Employees will be offered an opportunity to be properly represented by a CSEA representative during such meeting.

14.2.6 Disciplinary Hearing: If CSEA disagrees with the disciplinary action, the CSEA Unit President or a CSEA representative may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Notice of Discipline. Failure to submit the appeal within said fourteen calendar days shall make the matter ineligible for future appeal under this Article or any other procedure.

Within fourteen calendar days after receiving the appeal, the Town Supervisor or designee shall meet with the disciplined employee and the designated representative(s) of CSEA. Within fourteen calendar days after said meeting, the Town Supervisor shall issue a written response. Said response shall be given to the CSEA Unit President.

14.2.7 Appeal of Disciplinary Action: If CSEA is not satisfied with the response of the Town Supervisor, CSEA may elect to submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and procedures. The demand for arbitration must be filed within fourteen calendar days from receiving the response from the Town Supervisor or when the response should have been received. Failure to file the demand within said fourteen calendar days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

The fees of the arbitrator shall be shared equally by CSEA and the Town. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered in such arbitration shall be final and binding upon both parties.

14.2.8 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Section 75 and Section 76 of New York State Civil Service Law.

15 APPLICATION OF AGREEMENT

15.1 Duration of Agreement

15.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2017, through December 31, 2019.

15.2 Past Practices

15.2.1 The Town shall not seek to diminish or to impair any benefit or privilege provided by law, rule, regulation, general working condition or past practice during the term of this Collective Bargaining Agreement.

15.3 No Strike Clause

15.3.1 The Catskill Town Highway & Central Garage Unit of the Greene County Local #820 of the CSEA, Inc., Local 1000, AFSCME, AFL-CIO, affirms that it does not assert the right to strike against the Town or to assist or participate in such a strike.

15.4 Separability Clause

15.4.1 If the enactment of legislation or the determination of a court of final jurisdiction renders any of the provisions, portions or applications of this Collective Bargaining Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Collective Bargaining Agreement which shall remain in full force according to the terms and in the same manner and with the same effect as if such invalid provisions, portions, or applications had not originally been included herein.

15.4.2 Upon the issuance of such decision, the Town and the union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

15.5 Legislative Action

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

15.6 Execution of Agreement

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

TOWN OF CATSKILL

Doreen Davis
Town Supervisor

Date

Michael A. Richardson
Labor Relations Consultant

Date

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Charles Demarest
Unit President

Date

Jack Ormerod
Bargaining Unit Member

Date

Alexandra Taveras
Labor Relations Specialist

Date