Contract Database Metadata Elements

Title: Mamakating, Town of and Town of Mamakating Highway Department Employees Committee (2010)

Employer Name: Mamakating, Town of

Union: Town of Mamakating Highway Department Employees Committee

Local:

Effective Date: 01/01/2010

Expiration Date: 12/31/2015

PERB ID Number: 8453

Unit Size:

Number of Pages: 21
COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF MAMAKATING

and the

TOWN OF MAMAKATING HIGHWAY DEPARTMENT EMPLOYEES

January 1, 2010 – December 31, 2015
# Table of Contents

1. **PREAMBLE**
   - 1.1 Notice of Agreement

2. **COMMITTEE RIGHTS**
   - 2.1 Definition of Unit
   - 2.2 Recognition

3. **MANAGEMENT RIGHTS**
   - 3.1 Management Rights Clauses

4. **EMPLOYEE RIGHTS**
   - 4.1 Seniority
   - 4.2 Layoff and Recall Procedure
   - 4.3 Promotions

5. **SAFETY**
   - 5.1 Standards and Requirements

6. **HOURS OF WORK**
   - 6.1 Work Schedule
   - 6.2 Lunch and Rest Breaks

7. **COMPENSATION**
   - 7.1 Wage Rates
   - 7.2 Longevity Pay
   - 7.3 Premium Pay for Overtime

8. **PAID LEAVE**
   - 8.1 Holidays
   - 8.2 Vacation Leave
   - 8.3 Sick Leave
8.4 Personal Leave
8.5 Bereavement Leave
8.6 Jury Duty
8.7 Town Fire-EMS Personnel
9 MEDICAL – DENTAL
  9.1 Medical and Dental Plans
  9.2 Medical Insurance Buy-Out
10 DISABLED EMPLOYEES
  10.1 Workers’ Compensation Insurance
  10.2 Off-the-Job Disability
11 GENERAL PROVISIONS
  11.1 Eye Glasses
  11.2 Work Accouterments
  11.3 Tool Allowance
  11.4 Labor-Management Committee
12 DUE PROCESS PROCEDURES
  12.1 Grievance Procedure
  12.2 Disciplinary Procedure
13 POST EMPLOYMENT BENEFITS
  13.1 Retiree Medical Insurance
14 APPLICATION OF AGREEMENT
  14.1 Duration of Agreement
  14.2 Complete Agreement
  14.3 Savings Clause
  14.4 Legislative Action
  14.5 Execution of Agreement

March 22, 2013
1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Agreement is made by and between the Town of Mamakating, hereinafter referred to as the "Town", and the Town of Mamakating Highway Department Employees Committee, hereinafter referred to as the "Committee."

2 COMMITTEE RIGHTS

2.1 Definition of Unit

2.1.1 Included: Included in the unit are all regular full-time laborers, equipment operators, mechanics, and working foremen employed in the Highway Department who regularly perform year-round work operating, repairing, or maintaining Highway Department vehicles or equipment or maintaining Town highway facilities.

2.1.2 Excluded: Excluded from the unit are the Superintendent of Highways, Deputy Highway Superintendent, temporary employees, seasonal employees, and clerical employees. The Superintendent of Highways and Deputy Superintendent of Highways may perform all aspects of work to meet the operating needs of the department.

In the event a member of the unit is appointed Deputy Superintendent of Highways and continues to perform unit work, that person will remain in the unit and continue to receive the full benefits of this Agreement. In accordance with State law, the Town may rescind the appointment at any time and such action will not be subject to the grievance procedure.

2.1.3 Regular Full-time Employee: For the purpose of this Agreement, a "regular full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

2.1.4 Temporary Employee: For the purpose of this Agreement, a "temporary employee" will mean and refer to someone who is called in to work on an "as-needed" basis or to replace an employee who is on an approved leave of absence.

2.1.5 Seasonal Employee: For the purpose of this Agreement, a "seasonal employee" shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste or other traditional summer duties, or to assist in snow removal.

2.2 Recognition

2.2.1 Recognition Clause: The Employer recognizes the Committee as the sole and exclusive bargaining agent for the purposes of establishing salaries and working conditions and the administration of grievances arising there under, for the term of this Agreement.

2.2.2 Agency Shop: The Employer shall deduct from the wages of each employee, whether or not such employee is a member of the Committee, an agency shop fee deduction as defined in Section 208(3)(b) of the Civil Service Law. Once the funds are remitted to the Committee, disposition thereafter will be the sole and exclusive obligation and responsibility of the Committee.
3 MANAGEMENT RIGHTS

3.1 Management Rights Clauses

3.1.1 The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, furlough, layoff, evaluate, and discipline employees; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for services; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this Agreement.

3.1.2 Outsourcing Unit Work: In the event the Employer finds it necessary to contract work out in order to save money, it shall be allowed to do so except that no contract shall be let which results in the layoff of employees in the bargaining unit.

4 EMPLOYEE RIGHTS

4.1 Seniority

4.2.1 Service Seniority: Seniority will be determined by the employee’s length of continuous service with the Town of Mamakating Highway Department.

4.2 Layoff and Recall Procedure

4.2.1 Layoff Protection: There will be no lay-offs of any employee who was hired before January 1, 2007.

4.2.2 Layoff: In the event of a layoff, a non-competitive or labor class employee shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employee may bump an employee in an equal or lower job grade provided the bumping employee has greater seniority than the employee who is bumped pursuant to the Civil Service Law.

4.2.3 Recall: When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at their last known address by registered mail. If an employee fails to report for work within ten days from the date of mailing of a notice of recall, he shall be considered a quit.

4.3 Promotions

4.3.1 Promotional opportunities shall be awarded as follows: When a job opening occurs, the most senior worker shall be offered the job opportunity. The worker shall be allowed a thirty-working-day training period. After the 30-day period expires, the evaluation shall be made by the trainer, chief shop steward and the Highway Superintendent or his designee. The employee in training shall be paid half of the difference between his old rate and new rate during the training period. Should the employee fail to successfully complete the training, he shall be guaranteed his old job back, with recourse to grievance and arbitration according to the procedure contained here below.
5  SAFETY

5.1  Standards and Requirements

5.1.1  Safety Standards: The Superintendent of Highways shall furnish and maintain working conditions and equipment no less safe than the minimum standards stated in any statutes of the Town of Mamakating, County of Sullivan, State of New York, United States of America, or by any of the local, state, or federal agencies or departments having jurisdiction thereof.

5.1.2  Safety Requirements: No job shall be started or continued without proper safety precautions applied, for example, all road maintenance shall be clearly marked at all approaches by "Men Working" signs and flagmen with radios, where necessary. Mowing and sweeping shall be clearly marked by the proper sign. No tree removal done with chain saws shall be done above eye level without the use of a boom truck or appropriate safety equipment. No tree removal or outside work shall be done without safety glasses and hard hats. Safety equipment shall be worn in all instances of potential danger. No men shall be forced to work with broken or unsafe equipment. A dispatcher shall be made available when any worker is on overtime.

5.1.3  Responsibilities of Workers: Employees are subject to the requirements and obligations set forth for their job title descriptions as attached hereto.

6  HOURS OF WORK

6.1  Work Schedule

6.1.1  Workday: Eight scheduled hours per day, from 7:00 a.m. to 3:30 p.m., which includes one half hour for lunch, shall constitute a normal workday.

6.1.2  Workweek: Forty hours per week, Monday through Friday inclusive, shall constitute a normal work week.

6.1.3  Changes in Work Schedules: 6.1.1 and 6.1.2 of this section shall only be superseded when and if Winter Shift Work is scheduled by the Superintendent of Highways or during the summer road construction period when a seasonal schedule is in place. Notwithstanding the above, the Superintendent of Highways will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department.

During the period commencing November 15 and ending April 15, the Superintendent of Highways has the right to schedule highway employees to work on shifts. The Superintendent of Highways also has the right to appoint an Acting Foreman to supervise those employees who are working on shifts. Said employee so appointed shall return to his regular salary when he is not acting as working foreman.

During the period commencing April 15 and ending November 15, the Superintendent of Highways has the right to schedule highway employees to a seasonal work schedule.

A minimum of one week's notice shall be given to employees concerning any change in work shifts or schedules.
6.1.4 **Procedure for Assigning Additional Hours:** In the event there is an opportunity in a given job title to work additional hours, overtime shall be awarded on a rotating basis to regular full-time employees in that job title, provided the employee is fully qualified to perform the given tasks. In the event no employee volunteers, (including temporary, seasonal, and supervisory employees), the work shall be assigned on a rotating basis to those regular full-time employees in that job title.

Notwithstanding the above, if the opportunity is “unplanned” and is anticipated to require less than thirty minutes to complete, the Superintendent of Highways and/or Deputy Highway Superintendent may perform the work.

6.1.5 **Break after 16 Hours:** After sixteen consecutive hours of work, there shall be a four-hour work break from the time employee punches out.

6.2 **Lunch and Rest Breaks**

6.2.1 **Coffee Breaks:** Highway Department employees shall be entitled to two coffee breaks, one in the morning and one in the afternoon, each limited to fifteen minutes per break.

6.2.2 **Lunch Breaks:** Employees should provide their own thermos/lunch. If an employee is at the Highway Facility during lunchtime, the employee may go home for lunch provided the employee uses his own vehicle and is back within the designated time. Otherwise, an employee should plan to eat lunch at the job site. Unauthorized use of Town vehicles is not permitted.

7 **COMPENSATION**

7.1 **Wage Rates**

7.1.1 **Pay Schedule:** The schedule set forth below will be the applicable schedule for the period January 1, 2010 through December 31, 2015, which reflects no increases for the period January 1, 2010 through December 31, 2012 with a 3% increase effective January 1, 2013, a 3% increase effective January 1, 2014, and a 3% increase effective January 1, 2015.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>2010-2012</th>
<th>1-1-13</th>
<th>1-1-14</th>
<th>1-1-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Equipment Operator*</td>
<td>$21.89</td>
<td>$22.55</td>
<td>$23.22</td>
<td>$23.92</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$21.89</td>
<td>$22.55</td>
<td>$23.22</td>
<td>$23.92</td>
</tr>
<tr>
<td>Crew Chief</td>
<td>$22.44</td>
<td>$23.11</td>
<td>$23.81</td>
<td>$24.52</td>
</tr>
<tr>
<td>Working Foreman</td>
<td>$23.40</td>
<td>$24.10</td>
<td>$24.83</td>
<td>$25.57</td>
</tr>
</tbody>
</table>

* Construction Equipment Operator: If any employee is asked to operate a piece of equipment and feels that he does not have the ability to do so, he has the right to refuse on this premise.

7.1.2 **Crew Chief Position:** An employee, designated as crew chief, will receive the rate of pay as noted above only for the period of time that he is designated to the position by the Superintendent or Foreman.

7.1.3 **Meal Voucher:** All employees will receive a $1000 “food voucher” on the first full period of January to replace meal money. In the year an employee leaves employment, except due to retirement, the employee will be required to repay this annual allowance on a pro-rated basis for the days remaining in that calendar year, with $365 = 100%. For example, if an employee leaves employment on April 15th the employee must repay $710.00 ($365 days - 105 days = 260 days divided by 365 days = 71% times $1000 = $710.00).
7.2 Longevity Pay

7.2.1 Longevity Bonus: An employee hired on or after January 1, 2012 is not eligible for a longevity bonus.

Upon the anniversary of five years continuous employment with the Town of Mamakating, an employee shall be entitled to a longevity bonus of $500, subject to payroll taxes. This amount shall be given on the anniversary each year up to 9 years.

Upon completion of ten years through fourteen years, the amount shall be raised to $1,000.

Upon completion of fifteen years through nineteen years, the amount shall be raised to $1,500.

Upon completion of twenty years or more, the amount shall be raised to $2,000.

7.3 Premium Pay for Overtime

7.3.1 Overtime Rate: Employees required to work in excess of 40 hours per week, are to be paid overtime at the rate of 1 1/2 times their regular rate.

Employees required to work on Sunday shall be paid at the rate of two times their regular rate.

7.3.2 Compensatory Time: An employee will have the option of receiving “compensatory time” 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 all authorized “regular” overtime worked or two hours for all authorized overtime worked on a Sunday.

In any calendar year, an employee may convert overtime work into 120 hours (cumulative) 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.

An employee must receive prior approval from the appropriate Superintendent of Highways to use compensatory leave credits. The Superintendent of Highways will have total discretion in the approval of compensatory time off, however, requests for compensatory leave shall not be unreasonably denied.

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.

7.3.3 Credit for Paid Leave (hired before September 1, 2012): For all employees hired before September 1, 2012, all paid leave will be included as time worked in the computation of overtime.

Credit for Paid Leave (hired after September 1, 2012): For employees hired on or after September 1, 2012, holidays, vacation leave, scheduled personal leave, and jury duty leave will be included as time worked in the computation of overtime but sick leave, unscheduled personal leave, and bereavement leave will not be included.

7.3.4 Work During Vacation: If any employee is called into work while he is on vacation time, then the employee shall be entitled to compensation as follows: time and one-half, at a minimum of four hours will be guaranteed even if less hours are worked, plus the employee will be given one full day of vacation time at a later date provided vacation day was requested and approved seven days before the day in question. If less than seven days notice was given, then the employee will receive another vacation day but not time and one-half unless the employee works more than eight hours.
7.3.5 Weekend Call-Ins: If an employee is called in for overtime on a Saturday or Sunday, he shall be entitled to pay for a minimum of three hours for each time that he is called in.

7.3.6 After Hours Call-Ins: If an employee is called in for overtime work on any normal working day beginning during the hours of 3:30 p.m. and ending 7:00 A.M. he shall be entitled to pay for a minimum of three hours unless the majority of employees are called in to work prior to 7:00 a.m.

8 PAID LEAVE

8.1 Holidays

8.1.1 Paid Holidays: Each Highway Department employee shall be entitled to receive the following twelve paid holidays each year. In December of each year, the Town Board will designate the date each holiday will be observed in the next year.

- New Year's Day (observed)
- Columbus Day
- Martin Luther King's Day
- Veterans' Day
- Presidents' Day
- Election Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Day after Thanksgiving
- Labor Day
- Christmas Day (observed)

In addition, each employee will receive one “floating holiday”, which must be taken in whole-day increments. The employee must receive prior approval from the Superintendent of Highways to take a floating holiday. The Superintendent of Highways will have discretion in the approval of floating holidays. An employee may not accumulate floating holidays. Any floating holidays remaining at the close of business on the last day of the calendar year will be cancelled.

Further, an employee shall have his personal birthday off with pay. This day may be taken up to thirty days before or thirty days after the actual date.

8.1.2 Holiday Pay: A regular full-time employee does not work on a designated holiday will be paid for the day at the employee’s regular daily rate of pay.

8.1.3 Assigned to Work on a Holiday: A regular full-time employee who is required to work on a paid holiday shall be paid at one and one-half times the employee’s regular rate of pay for all hours worked, plus “holiday pay”. This rate shall be paid for overtime work performed between 12:01 and 11:59 of said holiday.

However, a regular full-time employee required to work on January 1st, Thanksgiving Day, or December 25th shall be paid at two and one-half times the employee’s regular rate of pay for all hours worked, plus “holiday pay” if said day is also an observed holiday. This rate shall be paid for overtime work performed between 12:01 and 11:59 of said day.
8.2 Vacation Leave

8.2.1 Allowance (hired before September 1, 2012): All employees hired before September 1, 2012 who have been in the service of the Town five years but less than twelve years shall receive 120 hours vacation with pay credited on the January 1st immediately preceding the employee's anniversary date and each January 1st thereafter until the employee is to complete twelve years of continuous service.

All employees hired before September 1, 2012 who have been in service of the Town twelve years but less than twenty years shall receive 160 hours vacation with pay credited on the January 1st immediately preceding the employee's anniversary date and each January 1st thereafter until the employee is to complete twenty years of continuous service.

All employees hired before September 1, 2012 who have been in the service of the Town twenty years or more shall receive 200 hours vacation with pay credited on the January 1st immediately preceding the employee's anniversary date and each January 1st thereafter until the employee leaves employment.

8.2.2 Allowance (hired after September 1, 2012): A new full-time employee will be credited with paid vacation leave prorated by the number of months to be worked in the remainder of that calendar year, with forty hours equal to 100% and will be credited with forty hours of vacation leave on the January 1st immediately preceding the employee's first anniversary date.

All employees hired on or after September 1, 2012 who have been in the service of the Town two years but less than twelve years shall receive 80 hours vacation with pay credited on the January 1st immediately preceding the employee's anniversary date and each January 1st thereafter until the employee is to complete five years of continuous service.

All employees hired on or after September 1, 2012 who have been in service of the Town twelve years but less than twenty years shall receive 120 hours vacation with pay credited on the January 1st immediately preceding the employee's anniversary date and each January 1st thereafter until the employee is to complete twenty years of continuous service.

All employees hired on or after September 1, 2012 who have been in the service of the Town twenty years or more shall receive 160 hours vacation with pay credited on the January 1st immediately preceding the employee's anniversary date and each January 1st thereafter until the employee leaves employment.

8.2.3 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in a calendar year, excluding an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.2.4 Accumulation: Part of vacation time may be postponed from one year to another and is cumulative up to 240 hours. There will be no compensation for unused vacation time. Any vacation time over 240 hours, must be used by employee by the end of the calendar year or lost.

8.2.5 Scheduling: Preference in the matter of dates and in the case of conflicts will be given those persons having the longest seniority. Vacation leave credits may be used in one-hour increments. Vacation must be requested at least seven calendar days in advance and approved by the Superintendent. The Superintendent shall reply to the request within 48 hours. When requesting one vacation day, the procedure for Personal Leave shall be followed.

If a vacation period includes a holiday recognized by the Town, the holiday will not be charged to vacation time.
Employees, who wish to take a vacation during the winter (5 days + weekend), must submit their request by November 15th. However, if during the winter, a vacation slot is available, an employee may request that time by using the vacation time procedure in the first paragraph of this section, above. Winter vacations will be granted on a seniority basis.

Vacation pay may be drawn in advance on the working day immediately preceding the vacation period.

8.2.6 Termination of Employment: Any vacation time accrued by an employee shall be compensated at the employee's then existing rate of pay upon termination of employment for any reason.

8.3 Sick Leave

8.3.1 Allowance and Accumulation: A regular full-time employee shall earn sick leave with pay at the rate of eight hours per month and shall be allowed to accumulate sick leave to an unlimited amount.

8.3.2 Good Attendance Bonus: At the end of a twelve-month period, if two or less are used, the employee shall be credited with two sick days to be added to his sick leave accumulation.

8.3.3 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 twelve days in the calendar month, including an unpaid leave of absence due to a Workers' Compensation claim.

8.3.4 Use of Sick Leave: Sick days are to be used for illness and not for Personal Leave. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may be used in one-hour increments.

8.3.5 Notification of Sick Leave: If an employee is sick and will not report to work on that day, the employee or employee's agent are required to call the office one-half hour before the scheduled starting time and inform the Superintendent. If an employee is sick for three consecutive days or longer, the employee must present to the Superintendent a note from a Doctor explaining the reason for the absence upon returning to work. Unless the absence was pre-authorized, the employee must give notice each day of the absence. An application form requesting Sick Leave must be filled out by the employee and submitted to the office upon returning to work.

8.3.6 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. The Town may require medical verification of an employee’s absence to verify that the employee is able to return to work with or without restrictions.

8.3.7 Unused Sick Leave Upon Separation (hired before 7-1-2012): Regular full-time employees hired before September 1, 2012 may, at their option, be permitted to apply unused sick time in one of the following plans:

1) to receive a bi-weekly payment at 66.7% until sick time is expended;

2) to apply sick time at 66.7% towards health benefits to reduce employee's cost; or

3) to apply to Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.
8.3.8 Termination of Employment (hired after 7-1-2012): Regular full-time employees hired on or after September 1, 2012 may, at their option, be permitted to apply unused sick time in one of the following plans:

1) to receive a bi-weekly payment at 66.7% until sick time is expended;

2) to apply sick time at 66.7% towards health benefits to reduce employee's cost; or

3) to apply to Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

An employee hired on or after September 1, 2012 with at least ten years of continuous service who voluntarily leaves employment or is laid off will be compensated at the employee's then existing rate for up to 50% of the employee's accumulated sick leave credits.

An employee hired on or after September 1, 2012 who leaves employment with less than ten years of service or any employee who leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

8.4 Personal Leave

8.4.1 Allowance (front-loaded): A regular full-time employee hired before September 1, 2012 will be credited with three days of paid personal leave on January 1st of each year for use during the following twelve months.

All employees hired before September 1, 2012 will receive an additional three personal days on the first day of April to compensate them for the elimination of wingmen.

A regular full-time employee hired on or after September 1, 2012 will be credited with two days of paid personal leave on January 1st of each year for use during the following twelve months.

8.4.2 New Employees: An employee who is hired between January 1st and June 30th will be credited with two days. An employee who is hired between July 1st and December 31st will be credited with one day.

8.4.3 Accumulation: Personal Leave days cannot accumulate and must be used each year.

8.4.4 Use of Personal Leave: Personal days shall be given without stipulation as to their use; however, the Superintendent of Highways can limit the number of men taking personal days on any given day.

8.4.5 Scheduling: Personal leave must be used in whole-day increments. When using a personal day, the employee must notify the Superintendent the day before. In the case of an emergency, the procedure above for sick time shall be followed.

8.4.6 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 Employees shall be allowed three days off with pay in the event of the death of a spouse, parent, children, sister, brother, grandchildren, father-in-law or mother-in-law. Employees shall be allowed one day off for grandparents or any relative other than those previously specified.

8.6 **Jury Duty**

8.6.1 **Federal Jury Duty:** In the event an employee is required to perform Federal jury duty on a day the employee is scheduled to work, the employee will be paid the difference between the employee’s daily rate of pay and whatever pay received from the Court for jury duty.

8.6.2 **State or Local Jury Duty:** In the event an employee is required to perform State or Local jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

8.6.3 **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 Superintendent of Highways.

8.6.4 **Return to Duty:** Jury Duty Leave shall be allowed and credited for only the day or portion thereof that such service is required, except that: (a) if an employee is released from jury duty less than two hours before the end of his or her scheduled work day, such employee shall not be required to report to work; or, (b) if an employee is released from jury duty more than two hours before the end of his or her scheduled work day, such employee shall be required to call in or report to the Highway Department.

8.7 **Town Fire-EMS Personnel**

8.7.1 A Town Employee, that is a member of the Town Fire Company or the Mamakating First Aid Squad, shall be allowed to leave for emergency calls under the following conditions:

1. The Employee must first notify their immediate supervisor on the work site, if they are working as part of a crew;

2. The Supervisor shall then notify the office that the employee is leaving for an emergency call. If a Supervisor is not present on the job, then Employee shall notify the office that they need to leave for a fire and/or first aid call;

3. Employee must not leave work site unsafe - will not leave blacktop in a truck; will not leave during a snow storm (unless Highway Superintendent gives permission);

4. Employee shall return the town vehicle to the highway facility in a safe manner before responding to the call unless Highway Superintendent gives permission to travel directly to the station or site;

5. Employee shall return to work immediately after the Officer in Charges call back in service.

8.7.2 Firefighters will be excused for the following calls: structure fires; motor vehicle accidents considered serious in nature; search for lost person(s); any call that a second alarm is transmitted; if a Fire Company is out a call and a second call comes in; any fire call in the Town that requires mutual aid to the scene; any disaster, natural or otherwise, that involves the preservation of life and property, takes precedent over town work, when the fire company is needed; and, any rescue type call - considered serious in nature.
9 MEDICAL – DENTAL

9.1 Medical and Dental Plans

9.1.1 Eligibility: The Town will make available a medical insurance plan, prescription drug plan, and dental plan to each full-time employee and the employee's eligible family.

9.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided the requisite insurance forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the insurance carrier.

9.1.3 Insurance Plan: For employees hired before March 22, 2013, the NYSHIP plan will be the only plan in effect up to December 31, 2013 at which time employees will have the option of remaining in the NYSHIP plan or enrolling in an MVP EPO Preferred High Deductible plan. An employee hired after March 22, 2013, will not have the option of enrolling in the NYSHIP plan.

The Town will fund the full annual deductible of the MVP plan through a Health Reimbursement Account for each employee.

9.1.4 Premium Payment (hired before 3-22-2013): For calendar year 2013, the Town will pay the full monthly premium for the NYSHIP plan for individual or family coverage, as the case may be.

Effective January 1, 2014, the Town will pay the full monthly premium for the MVP EPO Preferred High Deductible plan for individual coverage, two-person coverage, or family coverage, as the case may be.

Effective January 1, 2014, the Town will pay eighty-five percent (85%) of the monthly premium for the NYSHIP plan for individual or family coverage, as the case may be.

9.1.5 Premium Payment (hired after 3-22-2013): For an employee hired after March 22, 2013, the Town will pay seventy-five percent (75%) of the monthly premium for individual coverage, two-person coverage, or family coverage, as the case may be.

9.2 Medical Insurance Buy-Out

9.2.1 Eligibility: A 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 and prescription drug 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. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.

9.2.2 Amount of Buy-Out: Amount of buy-out will be set by Town Board Resolution. The buy-out is subject to applicable taxes.

9.2.3 Method of Payment: Partial payment of the buy-out will be made in the employee’s regular paycheck for each pay-period the employee is eligible for the buy-out.

9.2.4 Reinstatement: Should the other coverage terminate for any reason, re-entry into the Town plan will be in accordance with the provisions of the Town’s insurer. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.
10 Disabled Employees

10.1 Workers' Compensation Insurance

10.1.1 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.

10.1.2 Use of Leave Credits: The Town shall be responsible for all time lost from a work related injury without the use of the employee's vacation or personal time for the first seven days if not compensated. An employee may draw from the employee's sick leave credits, then vacation leave credits, then compensatory leave time 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 sick leave covered by insurance and the employee will be re-credited with the proportional amount of paid leave.

10.1.3 Continuation of Medical Insurance: The Town will continue medical insurance coverage in the event an employee incurs an on-the-job disability that is deemed to be a qualifying event in accordance with the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time and is drawing full pay by using 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.

10.2 Off-the-Job Disability

10.2.1 Continuation of Medical Insurance: The Town will continue medical insurance coverage in the event an employee incurs an off-the-job disability that is deemed to be a qualifying event in accordance with the Town's Family and Medical Leave Policy. Thereafter, an employee who is drawing full pay by using 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.
11 GENERAL PROVISIONS

11.1 Eye Glasses

11.1.1 Vision Plan: All employees shall be eligible for an eye examination and glasses, if required, once every two years and the Town will pay $100 toward this expense with a paid receipt.

11.2 Work Accouterments

11.2.1 Clothing Allowance: Each highway department employee will wear the uniforms provided by the Town under normal working conditions. Uniforms are to be worn to and from work and during working hours only, this includes t-shirts. The Town will provide uniforms with the Town logo and employee's name on it. Each will receive 11 sets of uniforms, 2 jackets, 2 coveralls, and 10 T-shirts. Uniforms will be cleaned by the distributor and the T-shirts will be cleaned by employee.

11.2.2 Winter Clothing Allowance: Each employee will be allowed to buy winter outerwear at a Town designated store in the amount of $100 every two years.

11.2.3 Work Gloves: Town shall furnish highway department employees with appropriate work gloves.

11.2.4 Shoe Allowance: All highway department full-time employees shall receive a $125 yearly shoe allowance with a paid receipt.

11.3 Tool Allowance

11.3.1 Mechanic's Tool Allowance: All highway department full-time mechanics will receive a $300 yearly tool allowance on the first full-pay period of January with a paid receipt.

11.4 Labor-Management Committee

11.4.1 During the term of this Agreement, there shall be a Labor Management Committee consisting of two representatives of management and two representatives of the employees who shall meet to discuss matters of mutual interest which may arise. Labor/Management Committee meetings shall be conducted in such a manner to encourage all parties to engage in a meaningful dialogue and exchange of ideas in order to promote a harmonious and cooperative relationship between the Town of Mamakating Government and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Town of Mamakating Government. Labor Management Committee members shall commit themselves to a spirit of cooperation and a willingness to encourage a free exchange of ideas and understanding between the parties. Meetings shall take place once a month.
12 DUE PROCESS PROCEDURES

12.1 Grievance Procedure

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

12.1.2 Step One – Formal Grievance: The Committee may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of this Agreement that was allegedly violated and a statement of facts times and dates.

The grievance must be submitted, in writing, to the Town Supervisor within thirty calendar days from knowledge of the alleged grievance, or when the Committee should have had knowledge.

Within seven calendar days after receiving the grievance, the Town Supervisor shall meet with the designated representative of the Committee and the aggrieved employee(s). Within seven calendar days after the meeting, the Town Supervisor shall issue a written response to the grievance, which shall be given to the designated representative of the Committee and the employee(s).

12.1.3 Step Two – Binding Arbitration: In the event the Committee is not satisfied with the response to the grievance at Step One, the Committee may submit the matter to binding “med-arb” with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for “med-arb” must be filed with the Town Supervisor within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

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

12.1.5 Time Limits: The Committee must adhere to the time limits set forth in this grievance procedure. In the event the Committee does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Committee and the official who is to receive the grievance.

12.2 Disciplinary Procedure

12.2.1 Discipline for Just Cause: The Town shall not subject an employee who has completed the probationary period, as defined by Civil Service Law, to any disciplinary action or penalty except for just cause.

12.2.2 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the designated representative of the Committee.

12.2.3 Civil Service Rules: Discipline shall be in accordance with the statutory provisions set forth in Section 75 and Section 76 of the New York State Civil Service Law.
13 POST EMPLOYMENT BENEFITS

13.1 Retiree Medical Insurance

13.1.1 Coverage (retiree): The Town offers medical insurance and prescription drug coverage upon retirement to eligible full-time employees who are members of this bargaining unit and were hired before January 1, 2007 (see 13.1.3, below, for eligibility). An employee hired on or after January 1, 2007 will not be eligible for Town-sponsored medical insurance or prescription drug coverage upon retirement.

13.1.2 Coverage (retiree’s spouse): Coverage is also available for the retiree’s eligible spouse if the spouse was eligible for coverage under the Town’s medical insurance plan on the retiree’s last date of employment with the Town and the spouse is not eligible to receive comparable medical insurance coverage under another plan.

For those retirees who retire with at least 20 years of service and 1000 hours of sick leave credits (see 13.1.5, below): If the retiree predeceases the retiree’s eligible spouse, the spouse will continue to receive the benefit that was in effect at the time of death.

For all other retirees: If the retiree predeceases the retiree’s eligible spouse, the spouse will receive the benefit that was in effect at the time of death for up to five years. Thereafter the surviving 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 State or Federal laws (e.g. COBRA).

13.1.3 Eligibility: To be eligible for coverage, the retiree must meet all of these requirements: 1) hired into a full-time position before January 1, 2007; 2) have at least twenty years of continuous service as a full-time employee with the Town; 3) be at least fifty-five years of age; 4) retire directly from the Town; and, 5) have been granted a retirement benefit from the New York State Employees’ Retirement System.

Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

13.1.4 Insurance Plan: The Town will make available the same medical insurance plan and prescription drug plan it provides for then current employees in this unit. However, when the retiree or the retiree’s eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage for that individual will be provided by Medicare. At that time, that individual may be required to enroll in a Medicare supplemental policy made available through the Town.

13.1.5 Premiums: For an eligible employee (see 13.1.1 & 13.1.3, above), the Town will pay 50% of the monthly premium for individual or family coverage, as the case may be.

However, for an eligible employee who retires after November 15, 2005 with 20 years of service and 1000 hours of accumulated sick leave credits at the time of retirement, the Town will pay 75% of the monthly premium for individual or family coverage, as the case may be. An employee who receives this benefit may apply accumulated sick leave credits to any of the options set forth in 8.3.7, above, pertaining to the use of unused sick leave credits.

Further, for an eligible employee who retires after November 15, 2005 with 25 years of service and 1200 hours of accumulated sick leave credits at the time of retirement, the Town will pay 100% of the monthly premium for individual or family coverage, as the case may be. An employee who receives this benefit may apply accumulated sick leave credits to any of the options set forth in 8.3.7, above, pertaining to the use of unused sick leave credits.
14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This Collective Bargaining Agreement shall be from January 1, 2010 through December 31, 2015, unless otherwise agreed to by the parties. However, none of the negotiated changes to the previous collective bargaining agreement shall be effective until April 17, 2013.

14.2 Complete Agreement

14.2.1 This Agreement will constitute the entire agreement between the parties. This Agreement may not be modified nor amended orally, all changes to be in writing and signed by representatives of both parties.

14.3 Savings Clause

14.3.1 Should any portion of this Agreement be ruled to be illegal by a court of competent jurisdiction, then the rest of said Agreement shall survive and remain valid and enforceable.

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

14.4 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.

14.5 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on April 16, 2013.

TOWN OF MAMAKATING                      HIGHWAY DEPARTMENT EMPLOYEES

Harold K. Baird  Don Boyce
Town Supervisor  Employee Representative

Regina Saunders  George Olcott
Town Board  Employee Representative

Michael A. Richardson  Richard Dunn
Labor Relations Consultant  Employee Representative

2010-2015