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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF WAWARSING

and

**COUNCIL 66,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

CLERICAL UNIT

August 8, 2014 – December 31, 2016

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1 NOTICE OF AGREEMENT

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Wawarsing, hereinafter referred to as the "Town", and Local 750 New York Council 66 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

2 MANAGEMENT RIGHTS

2.1 Town Policy and Governance

2.1.1 Management Rights Clause: 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, layoff, furlough, evaluate, and discipline and terminate employees for just cause; 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 Collective Bargaining Agreement.

The Town will notify the Union, in writing, of its intent to contract or subcontract for bargaining-unit work. Such notice shall be given at least sixty calendar days prior to the execution of the contract for services.

2.2 Filling of Vacancies

2.2.1 Notification of Vacancies: In the event there is a vacancy in a new or existing position, which the Town intends to maintain, the announcement will be posted on the Town's official bulletin boards and the Town's website. Notice will also be given, in writing, to the Unit Chairman.

2.2.2 Selection: The Town will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Town and shall not be subject to the Grievance Procedure.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The Town recognizes the Union as the exclusive collective-bargaining representative for employees identified in 3.2.1, below, with respect to terms and conditions of employment and the administration of grievances as defined in 14.1.1, below.

3.2 Definition of Bargaining Unit

3.2.1 Included: Included in the bargaining unit are full-time and part-time employees in the Civil Service job titles of Court Clerk, Clerk (Water/Sewer), Account Clerk (Accounting Department), Senior Account Clerk (Accounting Department), Recreation Director.

3.2.2 Excluded: Excluded from the bargaining unit are all other employees, including temporary employees and seasonal employees in bargaining unit job titles.

3.2.3 Full-Time Employee: For purposes of this Collective Bargaining Agreement, the term "full-time employee" will mean an employee who is *regularly scheduled* to work a minimum of thirty-five hours per week throughout the year; or who is *regularly scheduled* to work at least a total of 1820 hours per year.

3.2.4 Part-Time Employee: For purposes of this Collective Bargaining Agreement, the term "part-time employee" will mean an employee who is *regularly scheduled* to work less than thirty-five hours per week throughout the year; or who is *regularly scheduled* to work less than a total of 1820 hours per year.

3.2.5 Temporary Employees: For purposes of this Collective Bargaining Agreement, the term "temporary employee" will mean and refer to an employee who is employed on an interim basis or employed to work on a special or emergency basis for a specified period, consistent with the Civil Service Law, as applicable.

3.2.6 Seasonal Employees: For purposes of this Collective Bargaining Agreement, the term "seasonal employee" will mean and refer to an employee who is employed to work for a given season.

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 State of New York Public Employment Relations Board in accordance with its rules and procedures.

3.3 Union Dues / Agency Fee

3.3.1 Union Dues: All employees covered by this Collective Bargaining Agreement may tender their membership dues to the Union by signing the authorization for Payroll Deduction of Union Dues Form provided by the Union. The Town agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Town and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues and insurance deductions made available through the Union. Revocation of authorization cards shall be subject to conditions contained thereon. Any changes in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Town.

3.3.2 Agency Fees: 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 of the execution of this Collective Bargaining Agreement or initial employment, as the case may be, 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 Union. The Town will deduct the service fee from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis.

3.3.3 Indemnification Clause: The Union agrees that the Town's sole obligation regarding the payment of Union dues and agency shop fees to the Union shall be the payment of the per employee amounts determined by the Union. The Union further agrees to indemnify and hold the Town harmless against any claim, loss, liability, and expense arising out of or in connection with such dues deduction and the use thereof by the Union.

3.4 Access to Town Premises

3.4.1 Union Representatives: The Town agrees to permit representatives of the International Union, the Union Council, and the Local Union to enter the premises of the Town for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employee. The representative shall give prior notice of the visit to the Town Supervisor.

3.5 Leave for Contract Administration

3.5.1 Investigation and Presentation of Grievances: One bargaining unit employee, designated by the Union, will be allowed release time, without loss of pay or leave credits, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board. The investigation of grievances may be conducted during working hours, provided the absence from work may not exceed one hour per grievance and is documented on the employee's time record.

3.5.2 Requests for Release Time: Requests for the use of release time shall be made to the Town Supervisor as far in advance as possible. An employee requesting such leave shall not leave the employee's work station until it has been approved.

3.6 Leave for Negotiations

3.6.1 Eligible Employees: At any one time, one bargaining unit employee, designated by the Union, will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town and the Union.

4 HOURS OF WORK

4.1 Hours of Operation

4.1.1 Normal Hours of Operation: The Town Board establishes the normal hours of operation at the annual organizational meeting. A Department Head will establish the employee's work schedule (the days of work and the beginning and ending times of the workday), which may differ from the normal hours of operation depending upon the particular needs and requirements of the department. The Town Board reserves the right to approve all employee work schedules, except where otherwise prohibited by applicable State or Town Law. An employee of the Justice Court should refer to the Town Justices on the subject of hours of work.

4.2 Rest and Meal Periods

4.2.1 Meal Periods: An employee who works more than six hours in a given day will receive an **unpaid**, duty-free, meal period not to exceed **sixty** minutes.

4.2.2 Scheduling of Meal Periods: Meal breaks must be approved by the Department Head in accordance with the needs and requirements of the department. Meal breaks must normally be taken between 11:00 a.m. and 2:00 p.m.. Unless otherwise directed by the Department Head, an employee may leave the work-site during the meal break.

4.2.3 Office Coverage during Meal Periods: Employees in each department must make arrangements with each other to insure proper office coverage during established operational hours.

4.2.4 Observance of Meal Periods: An employee who works more than six hours in a given day is required to take the scheduled meal period. An employee may not work through the meal period to make up lost work time. The meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

4.2.5 Rest Periods: There are no designated rest periods, however, an employee may take brief breaks from work for personal needs.

5 COMPENSATION

5.1 Rates of Pay

5.1.1 Wages: Employees covered by this Collective Bargaining Agreement will receive the same wage increases given to the comprehensive group of non-bargaining unit employees, subject to a demand from Union to reopen negotiations over wages due to economic conditions.

5.2 Longevity Increments

5.2.1 On the anniversary dates specified, an employee who was hired into a full-time position **on or before January 1, 2013** will receive the following "anniversary bonuses", which are in addition to the compensation and/or salary to which the employee is otherwise entitled. The bonus will be treated as part of the employee's gross income and will be subject to the appropriate withholding for income and payroll tax purposes. Given that this is an "anniversary bonus", it will not be included in the computation of overtime.

5 years of employment on 5th year anniversary date of hire - \$250 bonus

10 years of employment on 10th year anniversary date of hire - \$500 bonus

15 years of employment on 15th year anniversary date of hire - \$750 bonus

20 years of employment on 20th year anniversary date of hire – \$1,000 bonus

25 years of employment on 25th anniversary date of hire and every 5 years thereafter - \$1,250 bonus

5.3 Premium Pay for Overtime

5.3.1 Overtime Compensation: An FLSA non-exempt employee may occasionally be required to work beyond the employee's scheduled work hours. However, an FLSA non-exempt employee is not to work additional hours beyond the employee's scheduled work hours without the authorization from the appropriate Department Head.

In accordance with the Fair Labor Standards Act, an FLSA non-exempt employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over **forty hours** in a given workweek. Such employee may not receive "compensatory time" for any hours worked in excess of the employee's normal workday or workweek.

5.3.2 Credit for Paid Leave: Holidays, vacation leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime. Sick leave and personal leave will NOT be included as time worked in the computation of overtime.

5.4 Pay Period

5.4.1 Pay Period: Normally, employees are paid on a weekly basis. An employee's paycheck will be based on the amount earned during the preceding payroll period.

5.4.2 Payday: Under normal circumstances, paychecks will be issued on the Friday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

6 PAID LEAVE

6.1 Holidays

6.1.1 Designated Holidays: The Town will observe the following holidays will be observed on the day designated by the Town Board at its organizational meeting in January of each year:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

6.1.2 Holiday Pay Eligibility: A full-time employee or part-time employee is eligible for paid holidays upon the employee's first date of employment.

Unless otherwise approved by the Department Head and Town Supervisor, a FLSA non-exempt employee must work the employee's *scheduled* workday before and the employee's *scheduled* workday after a designated holiday in order to receive holiday pay. This provision will be waived if an employee presents medical verification of an illness or injury that prohibited the employee from working.

6.1.3 Holiday Pay (Not Assigned to Work): A full-time employee or 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; the part-time employee will not be paid for the day if the day the holiday is observed by the Town is not a normally scheduled workday for that employee.

6.1.4 Holiday Pay (Assigned to Work): A full-time employee or part-time employee who is directed to work a holiday will be paid for all hours worked at the employee's **regular rate** of pay **plus "holiday pay"**.

6.1.5 Holiday During Scheduled Leave: In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, paid sick leave, or paid bereavement leave, the employee will receive holiday pay for the day and the employee's other leave credits will not be charged for that day.

6.2 Vacation Leave

6.2.1 Eligibility: A full-time employee is eligible for paid vacation leave as set forth below.

Effective January 1, 2015, a part-time employee who is regularly scheduled to work at least 17.5 hours but less than 35 hours per week will be credited with 17.5 hours of paid vacation leave credits on January 1st of each year. Any vacation leave credits remaining unused at close of business on the last day of the calendar year will be cancelled.

A part-time employee who regularly to work less than 17.5 hours is not eligible for paid vacation leave but will be allowed a reasonable amount of vacation leave without pay provided the employee has prior approval from the Department Head and Town Supervisor.

6.2.2 Allowance (front-loaded on January 1st): Vacation leave is based on the average number of hours an employee is normally scheduled to work each week.

A new employee will be credited with the hourly equivalent of one week (35 hours) of vacation leave prorated by the number of months to be worked in the remainder of that calendar year.

An employee will be credited with the hourly equivalent of two weeks (70 hours) of vacation leave on the January 1st preceding the employee's first anniversary date and each January 1st date thereafter until the employee has completed **seven years** of continuous service.

An employee who is to complete **seven years** of continuous service will be credited with the hourly equivalent of three weeks (105 hours) of vacation leave on the January 1st preceding the employee's seventh anniversary date and each January 1st date thereafter until the employee has completed **fifteen** years of continuous service.

An employee who is to complete **fifteen** years of continuous service will be credited with the hourly equivalent of four weeks (140 hours) of vacation leave on the January 1st immediately preceding the employee's fifteenth anniversary date and each January 1st date thereafter until the employee leaves employment.

6.2.3 Accrual During Unpaid Leaves of Absence: An employee will not accrue vacation while the employee is on an approved unpaid leave of absence in excess of thirty calendar days or while the employee is in layoff status. The employee's allowance will be adjusted on a prorated basis for a period equivalent to the time of such leave. For example, an employee who is on an unpaid leave of absence for four months will receive 66.67 percent of the employee's vacation allowance on January 1st of the next year.

6.2.4 Accumulation: An employee must use all vacation credits in the calendar year for which they were credited. Any vacation leave credits remaining unused after December 31st will be canceled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days. [Negotiation Note: differs from Compensation and Benefits Manual]

6.2.5 Scheduling: An employee must receive prior approval from the appropriate Department Head to take vacation leave. The Department Head will have total discretion in the approval of vacation leave, which may not be unreasonably denied. Vacation leave will be deducted from an employee's credits in "half-day" increments. An employee may take vacation leave only after it has been credited.

6.2.6 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave 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.* In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.

6.3 Sick Leave

6.3.1 Allowance (monthly accrual): A full-time employee regularly scheduled to a **thirty-five**-hour work week, will be credited with **seven** hours of paid sick leave after completion of each month of employment.

A part-time employee is not eligible for paid sick leave but will be allowed a reasonable amount of time off due to the employee's illness or injury.

6.3.2 New Employees: A newly hired employee may not use accumulated sick leave credits until completion of six months of continuous employment.

6.3.3 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 for an entire month.

6.3.4 Accumulation: An employee may accrue up to a maximum of thirteen hundred and twenty hours (165 eight-hour days) sick leave credits. Any sick leave credits in excess of the maximum will be canceled.

6.3.5 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the appropriate Department Head or supervisor at least thirty minutes before the employee's scheduled reporting time. Notification hereunder may be by telephone or email to the Department Head. This procedure must be followed to receive sick leave pay.

6.3.6 Use of Sick Leave: An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave will be deducted from an employee's credits in **one-hour** increments. An employee may take paid sick leave only after it has been credited.

6.3.7 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

6.3.8 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.

6.3.9 Retirement Credit: The Town will make available Section 41j of the Retirement and Social Security Law, which allows credit for accumulated sick leave at the time of retirement.

6.3.10 Termination of Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

6.4 Personal Leave

6.4.1 Allowance (front-loaded on January 1st): An employee hired into a full-time position **before** January 1, 2013 will be credited with the hourly equivalent of five days (35 hours) of paid personal leave on January 1st of each calendar year for use during that year.

An employee hired into a full-time position on or **after** January 1, 2013 will be credited with the hourly equivalent of three days (21 hours) of paid personal leave on January 1st of each calendar year for use during that year.

A part-time employee is not eligible for paid personal leave but may be allowed to take a reasonable amount of time-off without pay to conduct personal business that cannot be conducted during times the employee is not scheduled to work and for personal emergencies.

6.4.2 New Employees: A new employee will receive a prorated amount of personal leave in the year in which the employee is hired. However, no paid personal leave may be taken by an employee during the first ninety calendar days of employment. After the the first ninety calendar days of employment are over, this ninety-day period shall count as part of the calendar year. Thereafter, the employee will be credited on the first day of January for use during that year.

6.4.3 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 converted to sick leave credits.

6.4.4 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that cannot be conducted apart from normal working hours and for personal emergencies. Personal leave may also be used as sick leave provided the employee has no sick leave credits.

6.4.5 Scheduling: An employee must receive prior approval from the appropriate Department Head to take personal leave. The request must be submitted, in writing, at least twenty-four hours 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. Personal leave will be deducted from an employee's credits in one-hour increments. An employee may take personal leave only after it has been credited.

6.4.6 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.

6.5 Bereavement Leave

6.5.1 Immediate Family: In the event of a death of a full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the memorial service. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Child (including step & foster)
- Significant Other

6.5.2 Extended Family: In the event of a death of a full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the memorial service. For purposes of bereavement leave, "extended family member" will mean the following:

- Parent (legal guardian & step)
- Spouse's Parent
- Sibling
- Grandparent
- Grandchild

6.5.3 Additional Bereavement Leave: Up to two additional unpaid or two additional days paid from any accrued time the employee has available will be allowed if needed.

6.6 Jury Duty Leave

6.6.1 Federal Jury Duty: A full-time employee who is required to serve on Federal jury duty, as certified by the Clerk of the Court, will be paid the difference between the employee's regular daily rate of pay and jury duty pay.

6.6.2 State or Local Jury Duty: In the event a full-time employee or part-time employee is required to serve on jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty. A temporary or seasonal employee **will not** receive paid jury duty leave, however, such employee will be given time off for jury duty.

6.6.3 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 appropriate Department Head.

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

7 MEDICAL

7.1 Medical Insurance

7.1.1 Eligibility: The Town makes available a medical insurance plan and a prescription drug plan to each **full-time employee** and the employee's eligible family. 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.

7.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees and their respective 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.

7.1.3 Change in Insurance Plans: The Town will make available to employees covered by this Collective Bargaining Agreement the same medical insurance plan(s) and a prescription drug plan(s) that is made available to non-bargaining unit employees.

7.1.4 Premium Payment: The Town will pay 100% of the amount listed in the schedule below for "employee only" coverage and fund up to 100% of the "high deductible" through a Health Reimbursement Account.

The Town will pay 90% of the amount listed in the schedule below for "employee plus child" coverage and fund up to 80% of the "high deductible" through a Health Reimbursement Account..

The Town will pay 90% of the amount listed in the schedule below for "employee plus spouse" coverage and fund up to 80% of the "high deductible" through a Health Reimbursement Account.

The Town will pay 85% of the amount listed in the schedule below for "family" coverage and fund up to 80% of the "high deductible" through a Health Reimbursement Account.

Effective Date	Employee Only	Employee + Child	Employee + Spouse	Family
January 1, 2014	\$5,163	\$8,878	\$10,327	\$14,715
January 1, 2015	\$5,628	\$9,677	\$11,256	\$16,039
January 1, 2016	\$6,134	\$10,548	\$12,270	\$17,483

7.2 Medical Insurance Buy-Out

7.2.1 Eligibility: Regular full-time employees and all Elected Officials who are 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 or Elected Official 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 or Elected Official 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 and will not be eligible for this buy-out.

7.2.2 Amount of Buy-Out: The amount of the buy-out will be set by the Town Board on an annual basis.

7.2.3 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan 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. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

8 DISABLED EMPLOYEES

8.1 Workers' Compensation

8.1.1 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then personal leave credits, then vacation 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 will be re-credited with the proportional amount of leave (hourly rates will be based on the applicable year in which the leave was taken).

8.1.2 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event 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 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 provided the employee makes the required employee contribution.

8.2 Short-Term Disability

8.2.1 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of 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 provided the employee makes the required employee contribution.

9 DUE PROCESS PROCEDURES

9.1 Grievance Procedure

9.1.1 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.

9.1.2 Step One – Formal Grievance: The Union 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 the Collective Bargaining 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 Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Town Supervisor shall meet with the designated Union Steward 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 Union Steward and the employee(s).

9.1.3 Step Two – Appeal to Town Board: In the event the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Clerk. 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.

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

9.1.4 Step Three – Binding Arbitration: In the event the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor within fourteen calendar days from receiving the Step Three response, or when the Step Three response should have been received.

9.1.5 Selection of Arbitrator: Selection of the arbitrator shall be made from an established panel of five arbitrators. The panel of arbitrators shall be established by mutual agreement between the Town and the Union and published in a memorandum of agreement. The Town Supervisor shall contact each of the five arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date. The parties may agree to substitute the “mediation-arbitration” procedure in accordance with PERB rules and regulations.

9.1.6 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 Collective Bargaining Agreement.

9.1.7 Costs of Arbitration: The Town and the Union shall share the cost of the arbitrator equally.

9.1.8 Time Limits: The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union 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 Union and the official who is to receive the grievance.

9.2 Disciplinary Procedure

9.2.1 Civil Service Rules: Disciplinary action will be administered in accordance with the statutory provisions set forth in Section 75 and Section 76 of the New York State Civil Service Law and shall not be subject to the grievance and arbitration procedure set forth in this Collective Bargaining Agreement. Said statutory provisions include providing the employee with an official Notice of Discipline and time limitations.

9.2.2 Personnel Files: The content, location and employee access pertaining to personnel files shall be as set forth in the Town's Employment Practices Compliance Manual.

10 GENERAL PROVISIONS

10.1 Labor-Management Committee

10.1.1 Purpose: There shall be a standing Labor-Management Committee for the sole purpose of discussing methods of improving working and safety conditions, productivity, and cost saving procedures. The Labor-Management Committee may not negotiate terms and conditions of employment or address grievances. The Town and the Union must submit issues for discussion, in writing, at least fourteen calendar days prior to the scheduled date of the meeting of the Committee.

10.1.2 Membership: The Labor-Management Committee shall consist of two representatives designated by the Union and two representatives designated by the Town.

10.1.3 Frequency and Duration: The Town will schedule a meeting of the Labor-Management Committee within fourteen calendar days of receiving a written request from the Union. The Town may limit the number of meetings to one per month. The meeting will occur during regular business hours and shall not exceed two hours unless mutually agreed to by the parties.

10.2 Layoff Procedure

10.2.1 First to be Laid Off: In the event of a reduction in the number of positions in a competitive job title within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service agency. Except as otherwise provided in the rules and regulations of the local Civil Service agency, in the event of a reduction in the number of positions in a department in a non-competitive class job title within the bargaining unit, the employee within that job title with the least service seniority in the affected department will be the first to be laid off.

10.2.2 Notice of Layoff: The Town will provide an employee who is to be laid off with written notice of the layoff at least fourteen calendar days prior to the effective date of the layoff. If not, the Town will pay the employee the equivalent of one day's pay at the employee's regular daily rate of pay for each day the employee would have worked during the fourteen calendar days.

11 APPLICATION OF AGREEMENT

11.1 Duration of Agreement

11.1.1 This Collective Bargaining Agreement shall be effective from August 8, 2014 through December 31, 2016, unless otherwise agreed to by the parties.

11.2 Complete Agreement

11.2.1 This Collective Bargaining Agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this Collective Bargaining Agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure.

11.3 Savings Clause

11.3.1 Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.

11.3.2 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.

11.4 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.

11.5 Execution of Agreement

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

TOWN OF WAWARSING

AFSCME Council 66

Leonard M. Distel
Town Supervisor

Mark Teig
Area Representative

Date: _____

Date: _____

Michael A. Richardson
Labor Relations Consultant

Kelly Anne O'Connor
Unit Chairman

Date: _____

Date: _____

Jack Giuditta
Local 750 President

Date: _____