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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**TOWN OF WOODSTOCK**

and the

**COMMUNICATION  
WORKERS OF AMERICA  
LOCAL 1120**

January 1, 2016 – December 31, 2018

<b>1</b>	<b>PREAMBLE</b>	<b>1</b>
1.1	Notice of Agreement	1
<b>2</b>	<b>MANAGEMENT RIGHTS</b>	<b>1</b>
2.1	Management Rights Clause	1
2.2	Department Head	1
<b>3</b>	<b>UNION RIGHTS</b>	<b>1</b>
3.1	Recognition	1
3.2	Definition of Bargaining Unit	2
3.3	Union Membership / Agency Shop	2
3.4	Leave for Grievances and Hearings	3
3.5	Leave for Negotiations	3
3.6	Bulletin Boards	3
3.7	Access to Employer Premises	3
<b>4</b>	<b>EMPLOYEE RIGHTS</b>	<b>4</b>
4.1	Personnel File	4
4.2	Seniority	4
4.3	Layoff Procedure	5
4.4	Recall Procedure	5
<b>5</b>	<b>DUE PROCESS PROCEDURES</b>	<b>6</b>
5.1	Grievance Procedure	6
5.2	Probationary Period	7
5.3	Disciplinary Procedure	7
<b>6</b>	<b>HOURS OF WORK</b>	<b>8</b>
6.1	Schedule	8
6.2	Time Records	9
6.3	Notification of Absence	9
6.4	Meal Period	9
6.5	Break Period	9
6.6	Clean-Up Period	10
<b>7</b>	<b>PERFORMANCE APPRAISAL</b>	<b>10</b>
7.1	Purpose	10
7.2	Procedure	10
<b>8</b>	<b>VACANCIES AND PROMOTIONS</b>	<b>10</b>
8.1	Notification of Vacancies	10
8.2	Appointment to Vacancies	10
8.3	Probationary Period (Promotion/Transfer)	11
<b>9</b>	<b>COMPENSATION</b>	<b>11</b>
9.1	Wages	11
9.2	Premium Pay for Overtime	11

9.3	Out-of-Title Pay _____	12
9.4	Call-In Pay _____	12
9.5	Night Court _____	12
9.6	Pay Period _____	12
<b>10</b>	<b>PAID LEAVE _____</b>	<b>13</b>
10.1	Holidays _____	13
10.2	Vacation Leave _____	14
10.3	Sick Leave _____	15
10.4	Personal Leave _____	17
10.5	Bereavement Leave _____	18
10.6	Jury Duty _____	19
10.7	Military Leave _____	19
10.8	Inclement Weather _____	19
10.9	Blood Donations _____	20
<b>11</b>	<b>UNPAID LEAVE _____</b>	<b>20</b>
11.1	Extended Leave _____	20
<b>12</b>	<b>MEDICAL BENEFITS _____</b>	<b>20</b>
12.1	Medical Insurance _____	20
12.2	Pre-Tax Medical Expenses _____	21
12.3	Medical Insurance Buy-Out _____	22
12.4	Medical Insurance for Retired Employees _____	22
<b>13</b>	<b>DISABLED EMPLOYEES _____</b>	<b>24</b>
13.1	Workers' Compensation _____	24
13.2	Short-Term Disability Insurance _____	24
13.3	Transitional Duty _____	25
<b>14</b>	<b>GENERAL PROVISIONS _____</b>	<b>26</b>
14.1	Anniversary Bonus _____	26
14.2	Expenses _____	26
14.3	Education Assistance _____	26
14.4	Work Accouterments _____	27
14.5	Safety and Health _____	27
14.6	Resignation _____	28
<b>15</b>	<b>EXECUTION OF AGREEMENT _____</b>	<b>28</b>
15.1	Duration of Agreement _____	28
15.2	Savings Clause _____	28
15.3	Legislative Action _____	28
15.4	Execution of Agreement _____	29

# **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 Woodstock, hereinafter referred to as the “Employer” or “Town” and the Communications Workers of America, AFL-CIO, hereinafter referred to as the “Union”.

**1.1.2 Purpose of Agreement:** This Collective Bargaining Agreement has as its purpose the improvement and promotion of harmonious relations between the parties, the establishment of an equitable and peaceful procedure for the amicable resolution of differences, disputes and grievances, and the establishment and determination of rates of salaries, wages, fringe benefits, hours of work and other terms and conditions of employment.

# **2 MANAGEMENT RIGHTS**

## **2.1 Management Rights Clause**

**2.1.1** The rights and responsibilities to operate and manage the business and affairs of the Employer are vested exclusively in the Employer and the Employer 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, evaluate, and discipline 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; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Employer unless expressly provided otherwise in this Collective Bargaining Agreement.

## **2.2 Department Head**

**2.2.1** For purposes of this Collective Bargaining Agreement, the term “Department Head” will mean either the Superintendent of Highways, Town Clerk, Town Justices, or Town Supervisor, as the case may be.

# **3 UNION RIGHTS**

## **3.1 Recognition**

**3.1.1 Recognition:** The Employer recognizes the Union as the sole and exclusive collective-bargaining representative with respect to all terms and conditions of employment for employees identified in 3.2.1, below.

**3.1.2 Other Employee Organizations:** For the duration of this Collective Bargaining Agreement, the Employer will not negotiate with any other employee organization in reference to any terms or conditions of employment of employees identified in 3.2.1, below, nor grant rights to such an organization that are afforded to the Union under the terms and provisions of this Collective Bargaining Agreement.

## **3.2 Definition of Bargaining Unit**

**3.2.1 Inclusion:** Included in the bargaining unit are full-time and part-time employees classified as:

**Clerical Support:** Assessor Assistant, Field Worker, Court Clerk

**Telecommunications:** Dispatcher, Senior Dispatcher

**Office of the Town Custodian:** Laborer, Custodian

**Water/Waste Water Department:** Water/Wastewater Maintenance Worker, Water/Wastewater Treatment Plant Operator

**3.2.2. Exclusion:** Excluded from the bargaining unit are all other full-time and part-time personnel and all temporary and seasonal personnel as defined below.

**3.2.3 Full-Time Employee:** A full-time employee shall mean and refer to an employee who is regularly scheduled to work a minimum of thirty-five hours per week.

**3.2.4 Part-Time Employee:** A part-time employee shall mean and refer to an employee who is regularly scheduled to work less than thirty-five hours per week.

**3.2.5 Temporary Personnel:** For the purposes of this Collective Bargaining Agreement, a temporary employee will mean someone employed on an interim or “as needed” basis (including someone who is replacing another employee on an approved leave of absence) or who is employed to work on a special or emergency basis for a specified period, consistent with the Civil Service Law as applicable. Temporary personnel are not covered by this Collective Bargaining Agreement.

**3.2.6 Seasonal Personnel:** For purposes of this Collective Bargaining Agreement, the term “seasonal employee” will mean an employee who is employed to work for a given season. Seasonal personnel shall not be continuously employed for more than 120 calendar days and are not covered by this Collective Bargaining Agreement.

**3.2.7 Unit Clarification:** Any disputes as to whether a new or substantially alter 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.

**3.2.8 Definition of Employee:** Hereinafter, the word “employee” shall mean and refer to an employee serving in a job classification included in the bargaining unit.

## **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 Employer and the Employer shall deduct and remit the dues in accordance with 3.3.3 below.

**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, 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 Employer shall deduct and remit the service fee in accordance with 3.3.3 below.

**3.3.3 Dues/Fees:** The Employer shall deduct membership dues or agency shop fees, as the case may be, from the pay of each employee covered by this agreement at the close of each pay period and remit the sum to the Communications Workers of America. The Union shall notify the Employer of the amount to be deducted and the mailing address.

**3.3.4 Membership List:** The Employer will notify the Union Shop Steward of any new hire. With each transfer of dues and agency shop fees, the Employer shall provide the Union with the names, addresses, social security numbers, base hours of work per week for the period, base wages for the period, job titles, dates of hires, service seniority, any changes in job titles, and the amount of dues or agency shop fees paid.

**3.3.5 Indemnification Clause:** The Union hereby agrees to indemnify the Employer and hold the Employer harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring by the Employer of the deduction of membership dues or agency shop fees in accordance with this section, including the transmission of membership dues and agency shop fees.

### **3.4 Leave for Grievances and Hearings**

**3.4.1 Eligible Employees:** Only one Steward designated by the Union shall be allowed release time, without loss of pay or leave credits, for the following activities: to investigate and present grievances; to attend grievance arbitration hearings; to attend conferences and hearings of the New York State Public Employment Relations Board.

**3.4.2 Requests for Release Time:** Requests for the use of release time shall be made to the appropriate Department Head as far in advance as possible. Requests shall not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until the appropriate Department Head has approved it.

### **3.5 Leave for Negotiations**

**3.5.1 Eligible Employees:** No more than three employees designated by the Union shall be allowed release time, without loss of pay or leave credits, to participate in collective-bargaining negotiations.

**3.5.2 Requests for Release Time:** Requests for the use of release time shall be made to the appropriate Department Head as far in advance as possible. Requests shall not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until the appropriate Department Head has approved it.

### **3.6 Bulletin Boards**

**3.6.1 Location:** The Employer shall provide space for a bulletin board at each permanent worksite where bargaining unit employees are stationed for the exclusive use of the Union.

### **3.7 Access to Employer Premises**

**3.7.1 Access to Employer Premises:** Representatives of the Union shall be allowed access to the Employer's premises for the purpose of conducting legitimate Union business related to the administration of this Collective Bargaining Agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give prior notice to the Town Supervisor.

## 4 EMPLOYEE RIGHTS

### 4.1 Personnel File

**4.1.1 Employee Access:** An employee may review and copy the contents of the employee's own personnel file; however, access to certain documents may be limited, for example: an employee may not have unrestricted access to attorney work products, confidential memorandums, letters of reference, and unsolicited complaints. The employee must make an appointment with the Town Supervisor's Office. Someone authorized by the Town Supervisor must be present when the employee inspects the file. The employee may not remove or place any material in the file without the expressed approval of the Town Supervisor.

**4.1.2 Union Access:** With the written consent of the employee, a representative of the Union shall be allowed to review and copy the contents of the employee's personnel file.

**4.1.3 Change in Status:** An employee must immediately notify the Town Supervisor's Office 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.

### 4.2 Seniority

**4.2.1 Service Seniority:** Seniority shall be determined by the employee's length of continuous service with the Employer.

**4.2.2 Computation of Seniority:** For the purpose of calculating the length of service of a regular full-time employee, one year shall 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 **1820** 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 shall have greater seniority. In the event two or more employees have the same date of hire, such employees shall have their individual seniority determined by lot.

**4.2.4 Leave of Absence:** An employee shall not accrue seniority while the employee is on an approved unpaid leave of absence in excess of thirty calendar days for a non-medical leave or twelve weeks for a medical or family leave or while the employee is in layoff status. Such leave shall not be considered as a break in continuous service; however, the employee's anniversary date shall be extended for a period equivalent to the time of such leave.

**4.2.5 Bridging of Service:** An employee who leaves the employment of the Town of Woodstock and returns after one year or more shall be deemed to be a new employee. However, such employee will regain previous years' seniority after completion of five years of continuous service, at which time the employee's time will be "bridged".

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

**4.2.7 Seniority Lists:** Upon request, the Employer shall provide the Union with the names, titles and service seniority of all employees.



### 4.3 Layoff Procedure

**4.3.1 First to be Laid Off:** Except as otherwise set forth in the rules and regulations of the Ulster County Civil Service, 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 shall be the first to be laid off.

**4.3.2 Notice of Layoff:** The Employer shall give written notice of a layoff to the Union Steward the affected employee(s) as soon as possible but no less than fourteen calendar days. In the event an employee does not receive the fourteen-calendar day notice, the employee shall receive payment for all hours the employee would normally have been scheduled to work in that period at the employee's current rate of pay. Payment will be made in the next scheduled payroll.

**4.3.3 Bumping Rights:** Except as otherwise set forth in the rules and regulations of the Ulster County Civil Service, 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 meets the minimum qualifications of the job title. A part-time employee may not bump a full-time employee.

**4.3.4 Sick Leave Buy-out:** Members with five or more years of full-time service in the Town who are laid off are entitled to a lump sum payment for unused sick days at the rate of:

1-15 days	100% of current salary
16-165 days	50% of current salary

**4.3.5 Sick Leave Payback:** If a member with five or more years of service in the Town is recalled to any position after being laid off, this member will not have to buy back paid unused sick days.

### 4.4 Recall Procedure

**4.4.1 Recall to Same Job Title:** Except as otherwise set forth in the rules and regulations of the Ulster County Civil Service, in the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most seniority shall be offered the position. This process shall be followed to 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 Employer shall 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 Recall to Different Job Title:** Except as otherwise set forth in the rules and regulations of the Ulster County Civil Service, in the event there is a vacancy following a layoff in a new or existing job title within the bargaining unit, the Employer shall post the position in accordance with 8.1.1, below, and the laid-off employee shall be eligible to bid on the position in accordance with 8.1.2, below.

**4.4.4 Notice of Recall to Different Job Title:** The Employer shall notify the laid-off employee of the vacancy in 4.4.3 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 will not be notified of any subsequent openings in that job title.

**4.4.5 Duration of Recall Rights:** An employee who is unable to “bump” shall be eligible for recall under 4.4.1 and 4.4.3, above, for up to two years from the date the employee was laid off.

**4.4.6 Change of Address:** An employee who has been laid off must notify the Employer, in writing, of any change of address or telephone number.

## **5 DUE PROCESS PROCEDURES**

### **5.1 Grievance Procedure**

**5.1.1 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.

**5.1.2 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).

**5.1.3 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.

**5.1.4 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.

**5.1.5 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 Employer 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.

**5.1.6 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.

**5.1.7 Costs of Arbitration:** The Employer and the Union shall share the cost of the arbitrator equally.

**5.1.8 Release Time for Aggrieved Employee:** In the event the aggrieved employee is to be at any of the above hearings, the employee will be released without loss of pay or leave credits.

## **5.2 Probationary Period**

**5.2.1 Length of Probationary Period (Competitive Class):** Except as otherwise set forth in the rules and regulations of the Ulster County Civil Service, an employee appointed from an open-competitive list must serve a probationary period of not less than eight weeks nor more than twenty-six weeks.

**5.2.2 Length of Probationary Period (Other Classes):** Except as otherwise set forth in the rules and regulations of the Ulster County Civil Service, an employee's original appointment to a position in the non-competitive or labor class shall be for a probationary period of twenty-six weeks.

**5.2.3 Failure to Successfully Complete Probationary Period:** In the event the employee's performance or conduct is not satisfactory, the Employer may dismiss the employee from employment or return the employee to the employee's previous position, as the case may be, at any time on or before the completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

## **5.3 Disciplinary Procedure**

**5.3.1 Discipline for Just Cause:** The Employer shall not subject an employee who has completed probation, as defined in 5.2.1 or 5.2.2, above, to any disciplinary action or penalty except for just cause.

**5.3.2 Rights to Union Representation:** An employee who is called for purposes of investigating a matter that could lead directly to discipline, may, if the employee so chooses, request the presence of a Union representative during the interrogation. The Town Supervisor, Department Head, or whoever is conducting the investigation, shall notify the employee of the employee's right to have a Steward present at the meeting.

**5.3.3 Notice of Discipline:** The Employer 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 Union Steward.

**5.3.4 Disciplinary Hearing:** In the event the Union disagrees with the disciplinary action, the Union may appeal the matter to the Town Supervisor. The appeal must be submitted, in writing, within seven calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting the Town Supervisor shall issue a written response, which shall be given to the designated representative of the Union.

**5.3.5 Appeal of Disciplinary Action:** In the event the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor within seven calendar days of receiving the response from the Town Supervisor, or when the response should have been received.

**5.3.6 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 Employer 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.

**5.3.7 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.

**5.3.8 Costs of Arbitration:** The Employer and the Union shall share the cost of the arbitrator equally.

**5.3.9 Civil Service Rules:** The procedures set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of the New York State Civil Service Law.

## **6 HOURS OF WORK**

### **6.1 Schedule**

**6.1.1 Normal Hours of Operation:** The Employer may establish the beginning and ending times of normal operation. The appropriate Department Head (Superintendent of Highways, Town Clerk, Town Justices, or Town Supervisor, as the case may be) 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.

**6.1.2 Workweek:** The Employer will establish the days a given department will conduct business and/or perform services. The appropriate Department Head (Superintendent of Highways, Town Clerk, Town Justices, or Town Supervisor, as the case may be) will establish an employee's scheduled days of work, which may differ from the normal days of operation to meet the particular needs and requirements of the department.

**6.1.3 Overtime:** A Department Head (Superintendent of Highways, Town Clerk, Town Justices, or Town Supervisor, as the case may be) 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.

**6.1.4 Equalization of Overtime:** In the event there is an opportunity in a given title in a given department to work additional hours beyond the normal workday or workweek, the opportunity shall first be offered on a rotational basis to employees in that department in that job title, starting with the employee who is most senior in that job title. In the event no qualified employee accepts the offer, the work shall be assigned on a rotating basis by inverse seniority to employees in that department in that job title. In the event the Employer makes an error in the assignment of additional hours, the Employer shall offer the employee who should have been offered the additional hours the next opportunity to work additional hours. A list shall be maintained of all additional hours offered and worked.

**6.1.5 Workshops:** An employee who is required by law, or by the Employer, to attend a training program or workshop during working hours shall be paid as time worked. All expenses, including meals, hotel and mileage, shall be reimbursed at the appropriate rate established by the Town Board.

## **6.2 Time Records**

**6.2.1 Recording of Time:** An employee must record all hours worked. The time record must indicate the time the employee began work, began lunch period, ended lunch period, and ended work.

**6.2.2 Method of Recording Time:** The Employer shall have sole discretion in determining the method to be utilized for recording employee work hours. Any changes in the method for recording time shall not be subject to the Grievance Procedure or to collective bargaining.

## **6.3 Notification of Absence**

**6.3.1 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, as soon as possible before the employee's scheduled starting time.

**6.3.2 Notification:** In the event an employee is unable to report to work, the employee must notify the appropriate Department Head, or designee, each day of the absence and state the reason for the absence.

**6.3.3 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify the appropriate Department Head, or designee, as soon as possible before the employee's scheduled reporting time. The notification must be made personally unless the Department Head authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures, unless medically unable, will render the employee ineligible to use sick leave credits for the absence.

**6.3.4 Early Departure:** In the event an employee must leave work during the workday, the employee must notify and receive approval from the appropriate Department Head, or designee, prior to leaving.

## **6.4 Meal Period**

**6.4.1 Meal Period:** An employee in an administrative/clerical position who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed sixty minutes. An employee in a labor intensive position who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Dispatchers will receive a paid meal period not to exceed thirty minutes in which they may be interrupted by their job duties and responsibilities. Meal periods must be approved by the appropriate Department Head, or designee, in accordance with the needs and requirements of the department. Meal periods must normally be taken in the middle of the employee's workday. Unless otherwise directed by the appropriate Department Head, or designee, an employee may normally leave the work-site during the meal period.

## **6.5 Break Period**

**6.5.1 Rest Breaks:** Rest breaks must be approved by the appropriate Department Head, or designee, 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 the Department Head, or designee, all rest breaks must normally be taken at the work-site and may not exceed the time allowed.

## **6.6 Clean-Up Period**

**6.6.1 Personal Clean-up:** An employee who is assigned to the position of Water/Wastewater Treatment Plant Operator or Water/Wastewater Maintenance Worker, or an employee whose job assignment includes garbage removal or the cleaning of public bathrooms, shall be permitted to stop work twenty minutes prior to the regular quitting time for personal clean-up time. Such employees must use the on-site shower facilities provided by the Employer unless none are available, in which case the employee may use the employee's personal residence.

## **7 PERFORMANCE APPRAISAL**

### **7.1 Purpose**

**7.1.1 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, attendance, teamwork, conduct, communication skills and such other criteria, which properly reflects the employee's performance.

### **7.2 Procedure**

**7.2.1 Frequency:** An employee will be formally evaluated at least once each year on a date determined by the employee's Department Head Town Board. Informal evaluation will occur on an as needed basis.

**7.2.2 Evaluation Steps:** The appropriate Department Head, or designee, will complete the performance appraisal form prior to meeting with the employee. Thereafter, the appropriate Department Head, or designee, will meet with the employee to review the performance appraisal report.

**7.2.3 Deficiencies:** Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

**7.2.4 Employee Reply:** An employee's written reply, if any, will be attached to the performance appraisal report.

## **8 VACANCIES AND PROMOTIONS**

### **8.1 Notification of Vacancies**

**8.1.1 Posting:** In the event there is a vacancy in a new or existing position which the Employer intends to maintain, a copy of the posting will be provided to the designated Union Steward for display on Union bulletin boards and the Town bulletin board in the Town Clerk's office.

**8.1.2 Application:** An employee must file an employment application with the Town Supervisor prior to the closing date.

### **8.2 Appointment to Vacancies**

**8.2.1 Selection:** In the event there is a vacancy in a new or existing job title, the Employer shall select the applicant who is most qualified to perform the duties of the job.

## **8.3 Probationary Period (Promotion/Transfer)**

**8.3.1 Duration:** Except as otherwise set forth in the rules and regulations of the Ulster County Civil Service, an employee who is promoted or transferred into a new position shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Employer may rescind the promotion or transfer and the employee shall be reinstated to the employee's previous position. At any time during the probationary period, the employee may retreat to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

## **9 COMPENSATION**

### **9.1 Wages**

**9.1.1 Wage Rates:** The wages in Appendix A reflect an increase of 2% of the "benchmark grade" on January 1, 2016, another increase of 2% on January 1, 2017, and another increase of 2.25% on January 1, 2018.

**9.1.2 New Employees:** A new employee cannot be hired at a salary greater than the lowest paid employee in the same civil service title.

### **9.2 Premium Pay for Overtime**

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

**9.2.2 Overtime Rate:** An 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.

**9.2.3 Credit for Paid Leave:** Holidays, vacation leave, personal leave, and jury duty leave will be included as time worked in the computation of overtime. Sick leave, bereavement leave, and all military leave will not be included as time worked in the computation of overtime.

**9.2.4 Compensatory "Straight-Time" (under 40 hours):** An employee will have the option of receiving "compensatory time" in lieu of pay for hours worked over the employee's regular workweek but under forty hours. In the event the employee chooses to receive such compensatory time, the employee will be credited with the equivalent of one hour of compensatory leave credits for all authorized time worked over the employee's regular workweek, but under forty hours, in that workweek. The employee must receive prior approval from the appropriate Department Head, or designee, to take compensatory leave. The Department Head, or designee, will have total discretion in the approval of compensatory leave.

**9.2.5 Compensatory "Over-Time" (over 40 hours):** An employee will have the option of receiving "compensatory time" in lieu of paid overtime. In the event the employee chooses to receive such compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over forty hours in a given workweek. The employee must receive prior approval from the appropriate Department Head, or designee, to take compensatory leave. The Department Head, or designee, will have total discretion in the approval of compensatory leave.

**9.2.6 Maximum Accumulation of Compensatory “Over-Time”:** In any calendar year, an employee who is eligible for compensatory time may convert a maximum of **26.67 hours** of overtime into **40 hours** of compensatory leave credits.

**9.2.7 Time Limits:** 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.

**9.2.8 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. In the event of an employee’s death, the employee’s beneficiaries shall receive the payment for unused compensatory credits.

### **9.3 Out-of-Title Pay**

**9.3.1 Temporary Assignments:** A Department Head, or designee, may require an employee to temporarily work out-of-title. An employee must receive prior approval from the appropriate Department Head, or designee, before working in a higher graded title.

**9.3.2 Compensation:** In the event an employee is temporarily assigned to assume the *major responsibilities* of a higher graded title, the employee will receive a differential equal to **fifteen** percent of the employee’s current rate of pay for the duration of the assignment.

### **9.4 Call-In Pay**

**9.4.1 Minimum Guarantee:** The Employer will pay overtime to employees when called in by a Department Head, or designee, which is in addition to and does not attach to the employee’s regular working hours, on an overtime basis with a minimum guarantee of **three** hours. The Department Head, or designee, shall submit to the Town Supervisor the reason for calling in the employee, the responsibility attended to, and the actual time spent.

**9.4.2 Start Time:** The pay for an employee who is called out will begin when the employee receives the call, but in no event will the employee be paid for more than thirty minutes.

### **9.5 Night Court**

**9.5.1 Minimum Guarantee:** When a court clerk is assigned to report for “Court Night”, the employee shall be guaranteed at least three hours of work. In the event the employee does not work for the full three hours, the employee will be compensated for the remaining time at the employee’s regular rate of pay.

### **9.6 Pay Period**

**9.6.1 Payroll Period:** The payroll period will begin on Saturday at 12:01 a.m. and end fourteen calendar days later on Friday at 12:00 midnight.

**9.6.2 Pay Date:** 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 preceding Thursday.



## 10 PAID LEAVE

### 10.1 Holidays

**10.1.1 Designated Holidays:** The following holidays shall be observed on the day designated by the Town Board at the organizational meeting in January of each year:

New Year's Day	Indigenous Peoples' Day
Martin Luther King Jr's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

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 appropriate Department Head to take a floating holiday. The Department Head 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.

**10.1.2 Holiday Pay Eligibility:** Regular full-time employees and regular part-time employees are eligible for paid holidays upon hire. However, the part-time employee is eligible for paid holidays only if the day the holiday is observed by the Town is a normally scheduled workday.

**10.1.3 Holiday Occurs on Days Off:** In the event a designated holiday occurs on a day for which an employee is not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding day of work, as the case may be. For example, if the holiday occurs on a Saturday, the employee would observe the holiday on the preceding Friday; however, if an employee's workweek does not include Friday, the employee would observe the holiday on the preceding Thursday. Similarly, if the holiday occurs on a Sunday the employee would observe the holiday on the following Monday; however, if an employee's workweek does not include Monday, the employee would observe the holiday on the following Tuesday.

**10.1.4 Not Assigned to Work on a Holiday:** An 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.

**10.1.5 Assigned to Work on a Holiday:** A regular full-time employee or regular part-time employee who **does** 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 the employee's regular daily rate of pay. For example, an employee who normally works thirty-five hours each week who is assigned to work nine hours on New Year's Day will be paid for one and one-half times nine plus seven hours (20.5 hours).

**10.1.6 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 leave credits will not be charged for that day.

**10.1.7 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 provided it does not create an undue hardship on the Town.

## 10.2 Vacation Leave

**10.2.1 Allowance (hired before 10-1-2012):** An employee hired into a full-time position before October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with paid vacation leave each pay period in accordance with the following schedule.

AFTER COMPLETION OF:	CREDITS PER PAY PERIOD
Upon hire through 4 <sup>th</sup> year	3.08 hours (equals 80 hours per year)
After 4 years continuous service	4.62 hours (equals 120 hours per year)
After 9 years continuous service	6.15 hours (equals 160 hours per year)
After 14 years continuous service	6.46 hours (equals 168 hours per year)

An employee who is regularly scheduled to work less than forty hours per week will be credited with paid vacation leave credits each pay period prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. An employee may take vacation leave only after it has been credited.

**10.2.2 Allowance (hired after 10-1-2012):** An employee hired into a full-time position on or after October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with paid vacation leave each pay period in accordance with the following schedule.

AFTER COMPLETION OF:	CREDITS PER PAY PERIOD
Upon hire through 6 <sup>th</sup> year	3.08 hours (equals 80 hours per year)
After 6 years continuous service	4.62 hours (equals 120 hours per year)
After 11 years continuous service	6.15 hours (equals 160 hours per year)

An employee who is regularly scheduled to work less than forty hours per week will be credited with paid vacation leave credits each pay period prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. An employee may take vacation leave only after it has been credited.

A newly hired employee may not use vacation leave credits until completion of six months of continuous employment.

**10.2.3 Accrual During Leaves of Absence:** An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Worker's Compensation claim during which such employee will continue to accrue vacation credits as if the employee was in regular pay status.

**10.2.4 Accumulation:** An employee may accumulate vacation leave credits to a maximum of one hundred and sixty-eight hours. Any vacation credits in excess of one hundred and sixty-eight hours will be cancelled. 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.

**10.2.5 Annual Buy-Back:** An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee’s then current rate of pay.

**10.2.6 Scheduling:** Vacation leave credits may be used in half-day increments. An employee must receive prior approval from the appropriate Department Head, or designee, to take vacation leave. The request must be submitted, in writing, as far in advance as possible. The Department Head, or designee, will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority.

**10.2.7 Termination of Employment:** An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits 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 payment for unused vacation leave. In the event of an employee’s death, the employee’s beneficiaries shall receive the payment for unused vacation leave.

### **10.3 Sick Leave**

**10.3.1 Allowance (hired before 10-1-2012):** An employee hired into a full-time position before October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with 3.69 hours of paid sick leave each pay period. A part-time employee hired before April 1, 1998, is eligible for paid sick leave.

An employee who is regularly scheduled to work less than forty hours per week will be credited with paid sick leave prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. For example, an employee who is regularly scheduled to work thirty-five hours per week will be credited with 3.22 hours per pay period. An employee may take paid sick leave only after it has been credited.

**10.3.2 Allowance (hired after 10-1-2012):** An employee hired into a full-time position on or after October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with 2.75 hours of paid sick leave each pay period. A part-time employee is not eligible for paid sick leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head, or designee.

A full-time employee who is regularly scheduled to work less than forty hours per week will be credited with paid sick leave prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%.

**10.3.3 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, excluding an unpaid leave of absence due to a Workers’ Compensation claim.

**10.3.4 Accumulation:** There is no cap on the amount of sick leave an employee may accumulate.

**10.3.5 Use of Sick Leave:** Sick leave credits may be used in thirty-minute increments. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments that cannot be scheduled during non-work hours.

**10.3.6 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, domestic partner, child, or step child.

**10.3.7 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify the appropriate Department Head, or designee, as soon as possible before the employee's scheduled reporting time. The notification must be made personally, unless the Department Head authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures, unless medically unable, will render the employee ineligible to use sick leave credits for the absence.

**10.3.8 Medical Verification:** The Employer may require medical verification of an employee's absence if the Employer perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The medical verification must state that there was a medical inability to perform the employee's regular work duties and that the employee is cleared to resume the employee's normal duties. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

**10.3.9 Return to Work:** In the event an employee's return to work following an illness or injury may put the employee and/or other employees at risk, the Town Supervisor may require the employee to submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. In the event there are restrictions, the Town Supervisor in consultation with the employee's appropriate Department Head, or designee, will determine whether the employee will be allowed to return to work.

**10.3.10 Use of Accumulated Sick Leave Credits:** An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits – Use of Sick Leave Credits *and* Workers' Compensation Benefits – Use of Sick Leave Credits).
- Continuation of medical insurance beyond the twelve weeks provided under the Family and Medical Leave Act (see Family and Medical Leave Policy). The Town will continue to contribute toward the monthly premium for as long as the employee is drawing on sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).
- Apply accumulated sick leave credits upon retirement toward monthly premium payments (see Medical Insurance for Retirees).

**10.3.11 Retirement Credit:** The Town will make available Section 41-j of the Retirement and Social Security Law and allow the maximum number of days by statute of accumulated sick leave at the time of retirement. The additional service credit is determined at the maximum credit available by statute. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

**10.3.12 Retirement Buy-Back:** An employee hired **before April 1, 1998** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to fifty percent (50%) of the employee's accumulated sick leave credits up to a maximum of 800 hours at the employee's current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to one hundred and twenty hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

An employee hired on or **after April 1, 1998** but **before February 8, 2011** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to twenty-five percent (25%) of the employee's accumulated sick leave credits up to a maximum of 800 hours at the employee's current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to sixty hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

An employee hired **after February 8, 2011** who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to ten percent (10%) of the employee's accumulated sick leave credits up to a maximum of 800 hours at the employee's current rate of pay. For example, an employee who has accumulated two hundred and forty hours may sell-back up to twenty-four hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

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

## **10.4 Personal Leave**

**10.4.1 Allowance (hired before 10-1-2012):** An employee hired into a full-time position before October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with thirty-two hours of paid personal leave each year.

An employee who is regularly scheduled to work less than forty hours per week, but at least twenty hours per week, will be credited with paid personal leave prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. For example, an employee who is regularly scheduled to work thirty-five hours per week will be credited with twenty-eight hours each year. An employee may take paid personal leave only after it has been credited.

**10.4.2 Allowance (hired after 10-1-2012):** An employee hired into a full-time position on or after October 1, 2012 who is regularly scheduled to work at least forty hours per week will be credited with twenty-four hours of paid personal leave each year.

A part-time employee hired on or after October 1, 2012, is not eligible for paid personal leave but may be allowed time off without pay provided such employee has prior approval from the appropriate Department Head, or designee.

**10.4.3 Date Credited:** An employee will be credited on the first day of January of each year for the personal leave for the subsequent year.

**10.4.4 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. Thereafter, the employee will be credited on the first day of January for the personal leave credits for the subsequent year.

**10.4.5 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits that remain unused at close of business on the last day of the calendar year will be *converted to sick leave credits*.

**10.4.6 Scheduling:** Personal leave credits may be used in two-hour increments. An employee must receive prior approval from the appropriate Department Head, or designee, to take personal leave. The request must be submitted, in writing, as far in advance as possible. The Department Head, or designee, will have total discretion in the approval of personal leave.

**10.4.7 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 credits.

## 10.5 Bereavement Leave

**10.5.1 Immediate Family:** In the event of a death of a full-time employee's or part-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)
Parent or Legal Guardian	

**10.5.2 Extended Family:** In the event of a death of a full-time employee's or part-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:

Sibling (including step)	Spouse's Parent
Grandchild	Step Parent
Grandparent	Child's Spouse
Spouse's Grandparent	Sibling's Spouse
Person in Household (51% financial support)	

**10.5.3 Extended Bereavement Leave:** An employee may use accumulated vacation leave credits, sick leave credits, personal leave credits, and/or compensatory time, or may take an unpaid leave of absence, to extend bereavement leave, which shall not exceed thirty calendar days unless approved by the Department Head, or designee,.

## 10.6 Jury Duty

**10.6.1 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. In the event an employee is scheduled to work the “night shift” (e.g. midnight to 8:00 a.m.), the employee will receive a paid leave of absence for the shift immediately preceding jury duty. In either case, such leave will not be subtracted from any of the employee’s leave credits.

**10.6.2 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, who shall forward it to the Bookkeeper.

**10.6.3 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. The employee will be allotted time to return home and prepare for work.

## 10.7 Military Leave

**10.7.1 Military Leave (New York State Law):** This section refers only to a paid leave for military service under New York State Law and does not effect an employee’s entitlement to leave needed for military service under federal statute. The Name of Municipality recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee’s option, be used at any time during the leave. In accordance with applicable New York State law, the employee may keep all pay received for military service.

**10.7.2 Military Leave of Absence (Federal Law):** An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The employee’s accumulated vacation leave may, at the employee’s option, be used at any time during such leave of absence.

## 10.8 Inclement Weather

**10.8.1 During Work:** During periods of extraordinary weather conditions or other emergencies, the Town Supervisor may direct that certain employees who perform non-essential services may leave work. An employee who is directed by the appropriate Department Head to leave work due to an emergency closing will be paid for the remainder of the employee’s normal workday at the employee’s regular rate of pay.

If the Town Supervisor does not direct that certain employees who perform non-essential services may leave work, but an employee feels that weather conditions or other emergencies imperil him/her, that employee with Department Head, or designee, approval, may use vacation or personal leave, or take leave without pay, to go home.

**10.8.2 Prior to Reporting to Work:** In the event extraordinary weather conditions develop before the employee is to report to work and the Town government has directed non-essential employees not to report to work, those non-essential employees will be paid at the employee’s regular rate of pay for all normal work hours. However, an employee who is out of work on vacation, personal, sick, or bereavement leave during an emergency closing will be charged such leave as scheduled.

## **10.9 Blood Donations**

**10.9.1 Leave of Absence:** Once each calendar year, an employee will be allowed a leave of absence for up to four hours without loss of pay or leave credits to donate blood.

## **11 UNPAID LEAVE**

### **11.1 Extended Leave**

**11.1.1 General Terms:** Subject to the approval of the Town Board, unpaid leaves of absence, other than under the Family and Medical Leave Act, shall be available to an employee for personal reasons including, but not limited to, family responsibilities and education. The Town Board shall have sole discretion in setting the terms and conditions of the leave of absence. In accordance with C.O.B.R.A., an employee shall continue to be eligible for medical insurance coverage provided the employee makes full premium payments. Disability benefits and accruals for leave benefits shall be suspended.

**11.1.2 Return from Leave:** Failure to return from a leave at the scheduled expiration date will be considered a voluntary resignation of employment. If the employee's previous job cannot be vacated upon return, the employee will be given the first position open in an equal or lower grade, provided the employee is qualified to perform the job duties.

**11.1.3 Change in Status:** If the reason for the unpaid leave of absence changes, the employee must either reapply or return to work.

## **12 MEDICAL BENEFITS**

### **12.1 Medical Insurance**

**12.1.1 Coverage:** The Employer will make available major medical, hospital, and surgical insurance to each eligible employee and the employee's eligible family. An employee who is regularly scheduled to work at least thirty hours per week will be eligible for medical insurance coverage. (A part-time employee who was enrolled in the medical insurance plan prior to April 1, 1998, will continue to be eligible). In no event shall the Employer be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for 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 which is not covered or reimbursed by the medical insurance plan.

**12.1.2 Date Coverage Begins:** Coverage will begin on the first of the month following one month of continuous employment, provided the employee meets all eligibility requirements of the insurance plan and has completed the insurance application. 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.

**12.1.3 Change in Insurance Plans:** The Employer may change the insurance carrier and/or offer alternative plans in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan.



**12.1.4 Premium Payment (hired before 10-1-2012):** For an employee hired into a full-time position before October 1, 2012: 1) the Employer will pay one hundred percent of the cost of the monthly premium for an eligible employee for individual medical insurance coverage; or, 2) the Employer will pay eighty-five percent of the cost of the monthly premium for an eligible employee for two-person or family medical insurance coverage, as the case may be. The employee's contribution toward the cost of the premium (if any) will be deducted from the employee's regular paycheck.

**12.1.5 Premium Payment (hired after 10-1-2012):** For an employee hired into a full-time position on or after October 1, 2012: 1) the Employer will pay eighty-four percent of the cost of the monthly premium for an eligible employee for individual medical insurance coverage; or, 2) the Employer will pay sixty-nine percent of the cost of the monthly premium for an eligible employee for two-person or family medical insurance coverage, as the case may be. The employee's contribution toward the cost of the premium will be deducted from the employee's regular paycheck.

## **12.2 Pre-Tax Medical Expenses**

**12.2.1 Summary:** The Employer will make available a Pre-Tax Contribution Program in accordance with Section 125 of the Internal Revenue Service Code to each full-time employee. Provided the employee meets all eligibility requirements for medical insurance. The employer will pay the administrative costs of the program.

**12.2.2 Pre-Tax Insurance Premiums:** An employee may elect to pay the employee's contribution towards medical insurance premiums with pre-tax dollars.

**12.2.3 Flexible Spending Accounts:** An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA), dependent care FSA, or both. Money set aside in an employee's medical care FSA may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care FSA may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's FSA account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator.

**12.2.4 Election Changes:** Eligible employees may enroll or decline coverage in the Section 125 Plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

## 12.3 Medical Insurance Buy-Out

**12.3.1 Eligibility (hired before 10-1-2012):** An employee hired into a full-time position **before October 1, 2012** who is eligible for medical insurance coverage made available through the Employer 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 Employer and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Employer.

As with the eligibility for medical insurance (12.1.1, above), an employee who is regularly scheduled to work at least thirty hours per week will be eligible for this medical insurance buy-out and a part-time employee who was enrolled in the medical insurance plan prior to April 1, 1998, will continue to be eligible.

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. In such event, the employee premium contribution will be waived and the Employer will pay one hundred percent of the cost of the monthly premium.

**12.3.2 Amount of Buy-Out:** Each year, an eligible employee will receive an amount equal to the annual premium co-payment for the employee's contribution to the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars. In no event will the buy-out exceed \$10,000. For example, if the annual premium co-pay for the alternate plan is \$2800, the amount of the buy-out would be  $\$2800 \times 1.32 = \$3696 + \$1000 = \$4696$ . The buy-out is subject to applicable taxes.

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

**12.3.4 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 Employer. 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.

## 12.4 Medical Insurance for Retired Employees

**12.4.1 Coverage:** The Town offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System.

Coverage is also available for the retiree's eligible spouse (or domestic partner) if the spouse (or domestic partner) 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 (or domestic partner), the spouse (or domestic partner) may continue medical insurance and prescription drug coverage provided the spouse (or domestic partner) pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse (or domestic partner) shall not be eligible for coverage except as provided under COBRA.

**12.4.2 Eligibility:** To be eligible for coverage, the retiree must meet each of these requirements: 1) retire directly from the Town; and, 2) have applied for and been granted a retirement benefit from the New York State Employees' Retirement System. For age requirements, see 12.4.5, below.

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

**12.4.3 Insurance Plan:** An employee who retires will continue to be eligible for the same medical insurance and prescription drug coverage as is provided to the then current employees, as if the retiree were still actively employed by the Town.

**12.4.4 Medicare:** Coverage under a medical insurance plan made available through the Town of Woodstock will continue until the retiree or eligible spouse (or domestic partner), as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse (or domestic partner) is required to enroll in a Medicare supplemental policy.

**12.4.5 Premiums:** For an eligible retiree hired prior to February 8, 2011 who has at least fifteen years of continuous full-time service and retires at the age of sixty-two or older, the Town will pay one hundred percent (100%) percent of the premium of the medical insurance and prescription drug plan for the retired employee and fifty-five percent (55%) of the retired employee's dependent coverage.

For an eligible retiree **hired prior to February 8, 2011** who has at least **twenty** years of continuous full-time service and retires between the ages of **fifty-seven** and **sixty-two**, the Town will pay **(100%)** percent of the premium of the medical insurance and prescription drug plan for the retired employee and sixty-five percent **(65%)** of the retired employee's dependent coverage.

For an eligible retiree **hired prior to February 8, 2011** who has at least **twenty five** years of continuous full-time service and retires at the age of **fifty-seven** or older, the Town will pay **(100%)** percent of the premium of the medical insurance and prescription drug plan for the retired employee and seventy percent **(70%)** of the retired employee's dependent coverage.

For an eligible retiree **hired prior to February 8, 2011** who has at least **thirty** years of continuous full-time service and retires at the age of **fifty-five** or older, the Town will pay **(100%)** percent of the premium of the medical insurance and prescription drug plan for the retired employee and seventy percent **(75%)** of the retired employee's dependent coverage.

If an eligible retiree **hired prior to February 8, 2011** chooses to move to an area not served by the Town health insurance provider or has comparable medical insurance, the Town will contribute an equivalent monetary payment towards the cost of the outside provider to the retired employee.

**12.4.6 Use of Sick Leave Accruals:** At the time of retirement, an employee may elect apply accumulated sick leave credits toward monthly premium payments for retiree medical insurance. The value of the sick leave credits will be set at fifty percent of the employee's rate of pay at the time of retirement.

If the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under 41-j, only the remaining portion will be used for the payment of retiree medical insurance premiums. For example: an employee who has accumulated the equivalent of 240 days of sick leave may elect to receive cash payment for 24 days, apply 165 days to increase service credit at retirement, and then apply the remaining 51 days toward monthly premium payments.

## 13 DISABLED EMPLOYEES

### 13.1 Workers' Compensation

**13.1.1 Summary:** The Employer will make available a Workers' Compensation plan for job related injury or illness, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee. The insurance company makes the determination of whether an employee is eligible for Workers' Compensation benefits. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**13.1.2 Plan:** The Employer may, at its discretion, change carriers.

**13.1.3 Reporting of Injury:** The employee should submit a written report of the injury or illness to the Town Supervisor, or designee, on the proper form within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim. The Town Supervisor, or designee, will complete and submit the required forms.

**13.1.4 Use of Leave Credits:** An employee may draw from the employee's accumulated sick leave, vacation leave, and personal 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 Employer shall be reimbursed for that portion of leave credits covered by insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, and/or personal leave.

**13.1.5 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 **and** is drawing full pay by using 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 leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

### 13.2 Short-Term Disability Insurance

**13.2.1 Coverage:** The Employer will make available a short-term disability insurance plan in accordance with the New York State Disability Benefits Law for non-job related injury or illness to each eligible employee. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**13.2.2 Plan:** The Employer may, at its discretion, change carriers.

**13.2.3 Premium Payment:** The Employer will pay the full premium for short-term disability insurance for each eligible employee.

**13.2.4 Reporting of Injury:** The employee should submit a written report of the illness or injury, on the proper form, to the Town Supervisor within twenty-four hours of the occurrence.

**13.2.5 Use of Leave Credits:** An employee may draw from the employee's accumulated sick leave, vacation leave, and personal leave credits in conjunction with short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of leave credits covered by insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, and/or personal leave. Management may ask for a doctor's note for documentation if they have reason to believe this option is being abused.

**13.2.6 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 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. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

### **13.3 Transitional Duty**

**13.3.1 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, the Town Supervisor 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.

**13.3.2 Eligibility:** The employee must be classified as partially disabled at fifty percent or less 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 will normally occur as a result of an examination by the employee's physician; any disputes will be submitted to a State Insurance Fund consulting physician. The Town will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

**13.3.3 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.

**13.3.4 Wages:** While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

**13.3.5 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 ordered by the Town as a condition of allowing the employee to return to full duties.

**13.3.6 Refusal of Assignment:** In the event the employee refuses a Transitional Duty assignment, or refuses to submit to a medical examination ordered by the Town, 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.

## **14 GENERAL PROVISIONS**

### **14.1 Anniversary Bonus**

**14.1.1** An who has completed fifteen years of continuous employment with the Town will receive a one-time payment of five hundred dollars in the first pay period following the employee's fifteenth anniversary date.

An who has completed twenty years of continuous employment with the Town will receive a one-time payment of seven hundred and fifty dollars in the first pay period following the employee's twentieth anniversary date.

An who has completed twenty-five years of continuous employment with the Town will receive a one-time payment of one thousand dollars in the first pay period following the employee's twenty-fifth anniversary date.

An who has completed thirty years of continuous employment with the Town will receive a one-time payment of fifteen hundred dollars in the first pay period following the employee's thirtieth anniversary date.

To be clear, the above anniversary bonuses are not repetitive (paid each year) and are not cumulative.

### **14.2 Expenses**

**14.2.1 Automobile Expenses:** In the event an employee is directed by the appropriate Department Head, or designee, to use the employee's own automobile for Town business, the Employer shall reimburse the employee at the then current mileage rate set by the Internal Revenue Service. All required documentation and corresponding receipts must be submitted to the appropriate Department Head for reimbursement.

**14.2.2 Pre-authorized Expenses:** Expenses pre-authorized by the Town's Supervisor will be reimbursed upon submission of proper documentation forms and corresponding receipts. These expenses include, but are not limited to, meals, lodging, parking, mileage and tolls.

### **14.3 Education Assistance**

**14.3.1 Education and Training:** Upon proper authorization of the Town Board, an employee will be reimbursed for training courses that are directly related to the employee's present job. An employee must first seek approval from the Department Head and Town Supervisor before the request is presented to the Town Board.

## 14.4 Work Accouterments

**14.4.1 Safety Equipment:** The Employer shall provide job-related safety equipment required by State and Federal laws, at no cost to the employee.

**14.4.2 Work Clothes:** Members of Water/Sewer and Maintenance shall receive a uniform replacement allowance of six hundred and ninety-five dollars per year. Five hundred dollars is allowed per year for uniforms and one hundred and ninety-five for boots. Members may opt for boot allowance only, and receive uniforms from the Town.

If receiving the allowance, a one hundred and ninety-five dollar check will be issued, separate from normal payroll check and will be issued with the first payroll check in January.

If receiving full clothing allowance, a check for two hundred and fifty dollars will be issued in the first payroll periods in January and in July separate from normal payroll check.

Members may opt for uniforms through the Town at any six-month interval, or may opt to receive allowances at any six-month interval.

If the Town raises the clothing allowance for any other department, the Town will also raise the clothing allowance for this bargaining unit to meet the new allowance.

The "Field Worker" will receive a boot allowance of one hundred and ninety-five dollars.

## 14.5 Safety and Health

**14.5.1 Preamble:** The Union and the Employer agree that the safety of each employee is a mutual concern.

**14.5.2 Employer Responsibility:** The Employer will make reasonable efforts to provide, maintain, and supervise working conditions and equipment at all times and will comply with appropriate and applicable federal, state, and local statutes and regulations regarding safety and health conditions.

**14.5.3 Employee Responsibility:** An employee is responsible for cooperating with all aspects for the safety and health program, including compliance with all rules and regulations for continuously practicing safety while performing work duties. An employee is responsible for reporting unsafe conditions or equipment to the appropriate Department Head.

**14.5.4 Reporting of Incidents:** An employee shall report, as soon as practicable, to the appropriate Department Head any job related accident, injury, or illness. This requirement shall not, however, be construed to limit in any way an employee's rights under Workers' Compensation Law, provided the employee gives the Employer any notice required by such law.

**14.5.5 Training:** HAZMAT and PESH training shall be provided to those employees whose work encompasses those areas. The Employer shall provide appropriate training and refresher courses for all employees with the cost to be provided by the Employer.

**14.5.6 Safety and Health Violations:** In the event there is a violation of any safety and health law, rule or regulation, an employee may submit the matter to the appropriate Department Head or to the Town Supervisor. In the event the Department Head or Town Supervisor does not resolve the matter, the Union may submit the matter in writing to the Town Board. In the event the matter is not resolved at the Town Board level, the Union may submit the matter to the appropriate governmental agency. Matters pertaining to safety and health may not be submitted to arbitration as set forth in 5.1.5, above.

**14.5.7 Vaccinations:** All employees shall be afforded the yearly Tuberculosis screening test. Also every employee shall be afforded the Hepatitis B series of vaccines, including the Hepatitis B follow-up serum test whenever necessary.

## **14.6 Resignation**

**14.6.1 Notice of Resignation:** An employee who intends to resign from employment must submit a written resignation to the Town Supervisor at least fourteen calendar days before the date of resignation is to be effective.

# **15 EXECUTION OF AGREEMENT**

## **15.1 Duration of Agreement**

**15.1.1 Duration:** This Collective Bargaining Agreement shall be effective from January 1, 2016 through December 31, 2018, unless otherwise agreed to by the parties.

## **15.2 Savings Clause**

**15.2.1:** 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.

**15.2.2:** Upon the issuance of such decision, the Employer and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of affecting the purpose of the provisions, portions or applications.

## **15.3 Legislative Action**

**15.3.1 Taylor Law Requirement:** 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.



## 15.4 Execution of Agreement

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

### Town of Woodstock

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**Jeremy Wilber**  
Town Supervisor

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**Date**

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**Bill McKenna**  
Town Board

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**Date**

**Michael A. Richardson**  
Labor Relations Consultant  
to the Town of Woodstock

### Communication Workers of America

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**Frank Fauci**  
CWA Local 1120 President

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**Date**

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**Jim Gescheidle**  
CWA Local 1120 Executive Vice President

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**Date**

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**Sean Wisner**  
CWA Local 1120 Business Agent

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**Date**

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**Mike Garry**  
District 1 Representative

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**Date**

## APPENDIX A – PAY SCHEDULE

Grade		2015	1/1/2016	1/1/2017	1/1/2018
<b>1</b>	<b>Job Rate (8% below Grade 2)</b>	<b>\$15.04</b>	<b>\$15.34</b>	<b>\$15.65</b>	<b>\$16.00</b>
1	Cleaner (Tompkins)	\$15.05	\$15.34	\$15.65	\$16.00
Grade		2015	1/1/2016	1/1/2017	1/1/2018
<b>2</b>	<b>Job Rate (15% below Grade 3)</b>	<b>\$16.35</b>	<b>\$16.67</b>	<b>\$17.01</b>	<b>\$17.39</b>
2	Laborer (Cocks)	\$16.35	\$16.67	\$17.01	\$17.39
Grade		2015	1/1/2016	1/1/2017	1/1/2018
<b>3</b>	<b>Job Rate (Benchmark Grade)</b>	<b>\$19.23</b>	<b>\$19.61</b>	<b>\$20.01</b>	<b>\$20.46</b>
3	Dispatcher - Part-time (Rose)	\$19.23	\$19.61	\$20.01	\$20.46
3	Dispatcher - Part-time (Russell)	\$19.23	\$19.61	\$20.01	\$20.46
3	Dispatcher – Full-time (Sullivan)	\$19.23	\$19.61	\$20.01	\$20.46
3	Dispatcher – Part-time (Fallon)	\$19.23	\$19.61	\$20.01	\$20.46
3	Dispatcher – Part-time (Busch)	\$19.23	\$19.61	\$20.01	\$20.46
3	Dispatcher – Full-time (Keefe)	\$19.44	\$19.83	\$20.23	\$20.68
3	Dispatcher – Part-time (Smith)	\$20.13	\$20.53	\$20.94	\$21.41
3	Dispatcher – Part-time (Quick)	\$20.13	\$20.53	\$20.94	\$21.41
3	Dispatcher – Full-time (Rice)	\$21.24	\$21.66	\$22.10	\$22.60
3	Dispatcher – Part-time (Sas)	\$21.24	\$21.66	\$22.10	\$22.60
3	Laborer - Full-time (Wrixon)	\$19.23	\$19.61	\$20.01	\$20.46
3	Field Worker - Part-time (Shultis)	\$20.13	\$20.53	\$20.94	\$21.41
3	Court Clerk – (Rose)	\$20.13	\$20.53	\$20.94	\$21.41
3	Court Clerk – (Longyear)	\$20.62	\$21.03	\$21.45	\$21.94
Grade		2015	1/1/2016	1/1/2017	1/1/2018
<b>4</b>	<b>Job Rate (8.5% above Grade 3)</b>	<b>\$20.86</b>	<b>\$21.28</b>	<b>\$21.71</b>	<b>\$22.20</b>
4	Assessor's Assistant (Husted)	\$23.89	\$24.37	\$24.86	\$25.41
Grade		2015	1/1/2016	1/1/2017	1/1/2018
<b>5</b>	<b>Job Rate (11% above Grade 4)</b>	<b>\$23.16</b>	<b>\$23.62</b>	<b>\$24.10</b>	<b>\$24.64</b>
5	Water/Wastewater Maintenance Worker (Scott)	\$23.75	\$24.23	\$24.71	\$25.27
Grade		2015	1/1/2016	1/1/2017	1/1/2018
<b>6</b>	<b>Job Rate (12.7% above Grade 5)</b>	<b>\$26.10</b>	<b>\$26.62</b>	<b>\$27.16</b>	<b>\$27.77</b>
6	Custodian (VanLueven)	\$26.34	\$26.87	\$27.40	\$28.02
6	Senior Dispatcher (Hamilton)	\$29.80	\$30.40	\$31.00	\$31.70
Grade		2015	1/1/2016	1/1/2017	1/1/2018
<b>7</b>	<b>Job Rate (15% above Grade 6)</b>	<b>\$30.02</b>	<b>\$30.62</b>	<b>\$31.23</b>	<b>\$31.93</b>
7	Water/Wastewater Treatment Plant Operator (Allen)	\$30.00	\$30.62	\$31.23	\$31.93

Certain employees (red) are paid above the job rate. New hires are to be paid at the job rate.