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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF WEBB

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

Town of Webb Unit
Local 822

January 1, 2010 – December 31, 2012

RECEIVED 3/11/10
Collective Bargaining Agreement

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1 RECOGNITION AND SCOPE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Webb (hereinafter referred to as the “Employer” or “Town”) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as the “Union”).

1.1.2 Purpose of Agreement: The following contract embodies the labor relations and conditions of work and employment between the parties for the promotion and benefit of the Employer, employees, and the public, and the furtherance of the public policy and the conditions of labor, management, and benefits to the taxpayers.

2 UNION RIGHTS

2.1 Recognition

2.1.1 Recognition: The Employer recognized the Union as the exclusive representative of its Department of Public Works in work classifications covered by this Agreement for the purpose of collective bargaining, with respect to the employees hereinafter defined.

2.2 Definition of Bargaining Unit

2.2.1 Included: Employees are defined in accordance with the recognition of the unit as agreed upon between the parties at the time of the election, which unit is described as follows: All regularly scheduled blue collar employees in the following job titles: Assistant Wastewater Treatment Plant Operator, Mechanic, Heavy Equipment Operator, Laborer, Motor Equipment Operator, and Ski Lift Attendant.

2.2.2 Excluded: Excluded from the bargaining unit are temporary employees and seasonal employees.

2.3 Union Membership/Agency Shop

2.3.1 Dues Deduction: The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction (check off) of membership dues, premiums for all forms of CSEA-sponsored insurances, and such other voluntary deductions as mutually agreed to by CSEA and the Town, with the privilege accorded to no other employee organization or any other organization.

The Town agrees to make separate deductions for membership dues and each CSEA-sponsored insurance plan on a payroll period basis. The Town will provide an itemized alphabetical listing by bargaining unit showing: 1. Employee name; 2. Social Security number; 3. Dollar amount deducted for membership dues; 4. Dollar amounts deducted for each separate CSEA-sponsored insurance; 5. Home address; 6. Wage rate; and, 7. Job title.

The Town agrees to provide a separate check payable to CSEA, Inc. for membership dues and separate checks for the various CSEA-sponsored insurance programs made payable to Pearl, Carroll & Associates.

At the close of each payroll period, the checks and listings shall be forwarded by the Town to the Civil Service Employees Association, Inc., 143 Washington Avenue, Capital Station Box 7125, Albany, New York 12224.
The Town agrees that deductions for membership dues and CSEA-sponsored insurance premiums will become effective with the current payroll being prepared upon receipt of an employee deduction authorization. Deductions for membership dues and insurance premiums will remain in effect during the term of employment of the member, unless written authorization is received from the employee revoking membership and/or insurance premiums. The Town agrees to provide CSEA, Inc. a copy of each revocation of membership dues and/or CSEA-sponsored insurance plan deductions it receives.

2.3.2 Agency Shop: The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, having been recognized as the exclusive representative of employees within the bargaining unit represented by the Collective Bargaining Agreement, shall have agency shop fee deductions made from the wage or salary of employees of said bargaining unit who are not CSEA members, in an amount equivalent to the membership dues levied by the Civil Service Employees Association. The Town shall make a separate deduction for agency shop fees and remit the amount so deducted with an itemized alphabetical listing by bargaining unit showing: 1. Agency shop fee payer name; 2. Social Security number; 3. Dollar amount deducted for agency shop fees; 4. Home address; 5. Wage rate; and, 6. Job title.

A separate check made payable to CSEA, Inc. covering the agency shop fee deductions, along with the fee payer listing, shall be forwarded by the Town at the close of each pay period to the Civil Service Employees Association, Inc., 143 Washington Avenue, Capital Station Box 7125, Albany, New York 12224.

Agency shop fee deductions will commence with the employee's first paycheck and continue until such time as CSEA notifies the Town to commence membership dues deductions.

2.4 Leave for Contract Administration

2.4.1 Investigation and Presentation of Grievances: The Unit President will be allowed release time, without loss of pay or leave credits, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board. The investigation of grievances may only be conducted during non-working hours (e.g. before and after the workday, meal periods, rest periods).

2.4.2 Requests for Release Time: Requests for the use of release time shall be made to the appropriate supervisor as far in advance as possible. Requests will not be unreasonably denied.

2.5 Leave for Negotiations

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

3 MANAGEMENT RIGHTS

3.1 Management Rights Clause

3.1.1 Except as limited by other provisions of this Collective Bargaining Agreement, the Town retains the right to determine the mission, purposes, objectives, and policies of the Town; to determine the facilities, methods, means, and number of personnel required; to select, recruit, hire, appraise, train, and assign employees; to direct, deploy, and utilize the workforce; to classify and reclassify positions; and to discipline employees in accordance with the law and the provisions of this Collective Bargaining Agreement.
4 DUE PROCESS PROCEDURES

4.1 Grievance and Arbitration Procedures

4.1.1 Definition: In the event that any difference or dispute should arise between the Employer and the Union, or its members employed by the Employer, over the application or interpretation of the terms of this Collective Bargaining Agreement, an earnest effort shall be made to settle such differences immediately in the following manner:

4.1.2 Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s) with the appropriate Department Head. A written statement of the difference or dispute specifying the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought, must be filed with the appropriate Department Head within seven calendar days of the incident giving rise to complaint, or from when the Union should have had knowledge of the incident.

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

4.1.3 Step Two - Appeal: If no satisfactory agreement is reached at Step One, then the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within seven calendar days from receiving the Step One response, or when the Step One response should have been received.

Within seven calendar days after receiving the appeal, the Town Supervisor will meet with the aggrieved employee and designated Union representative. Within seven calendar days after the meeting, the Town Supervisor will issue a written response to the grievance, which will be given to the Unit President.

4.1.4 Step Three - Binding Arbitration: If the dispute is not settled at Step Two, the Union may submit the grievance to final and binding arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have the authority to determine whether an issue is arbitrable, however, the arbitrator shall have no power to amend, modify, or delete any provision of this Collective Bargaining Agreement.

Expenses for an arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall bear the cost of preparing and presenting its own case.

4.1.5 Time Limits: The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.
4.2 Disciplinary Procedure

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

4.2.2 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges, specifications, and the penalty. Simultaneously, a copy of the notice shall be sent to the CSEA Labor Relations Specialist and the Unit President.

4.2.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

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 CSEA Labor Relations Specialist and the Unit President.

4.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received.

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

4.2.5 Civil Service Rights: The procedure 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 New York State Civil Service Law.

5 EMPLOYEE RIGHTS

5.1 Seniority

5.1.1 Service Seniority: Seniority will be determined by the employee’s length of continuous service with the Town of Webb.

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

5.1.3 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest date of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.
5.1.4 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in “continuous service”; however, the employee’s anniversary date will be extended for a period equivalent to the time of such leave.

5.1.5 Workers’ Compensation: An employee who is on an approved unpaid leave of absence due to a Workers’ Compensation injury or illness, and is not drawing on paid leave credits, will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in “continuous service” and the employee’s anniversary date will not be adjusted.

5.2 Promotions and Transfers

5.2.1 Selection: The Town Board will be the sole judge with respect to the degree to which applicants meet job qualifications. In making promotions and transfers, the Town Board shall consider ability, attendance, initiative, experience, and qualifications of the employee. If all these factors are equal, then seniority shall be the prevailing factor.

5.3 Layoffs

5.3.1 First to be Laid Off: In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service agency. In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within the bargaining unit, the Town Board shall consider ability, attendance, initiative, and qualifications of the employee. If all these factors are equal, then seniority shall be the prevailing factor (least senior first).

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workday: The Town Board will establish the beginning and ending times of normal operation. Each Department Head 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. The regular hours of work each day shall be consecutive. Once established, the beginning and ending of an employee’s normal workday will not be changed without an advance written notice of at least forty-five calendar days.

6.1.2 Workweek: The Town Board will establish the days the Town will conduct business and/or provide services. The Department Head 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. The regular days of work each week shall be consecutive. Once established, the employee’s scheduled days of work will not be changed without an advance written notice of at least forty-five calendar days.

6.2 Additional Hours of Work

6.2.1 Requirement/Approval: An employee is not to work additional hours beyond the employee’s scheduled work hours without authorization from the Department Head, or designee.

6.2.2 Call-In: When an employee, after leaving his/her place of work, is called in and reports for work other than during his/her regular scheduled work time, such employee shall be guaranteed a minimum of two hours’ work or a minimum of two hours’ compensation.
6.3 Meal & Rest Periods

6.3.1 Meal Periods: An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods will normally be in the middle of the employee’s workday as established by the Department Head. Unless there is a need to secure a worksite, an employee may leave the work-site during the meal period.

6.3.2 Observance of Meal Periods: An employee may not work through the meal period to make up lost work time. The meal period may not be taken at the end of an employee’s workday in order to leave work before the normal quitting time.

6.3.3 Rest Periods: An employee will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee’s workday and again in the middle of the second half. In the event an employee works beyond the employee’s normal workday, the employee will normally receive an additional paid, duty-free rest period of up to ten minutes to be taken approximately in the middle of each four hours of work.

Rest periods must be approved by the 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.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Wage Adjustments: Effective January 1, 2010, each employee will receive an increase of one dollar to the employee’s base wage rate that was in effect on December 31, 2009.

Effective March 22, 2010, the base wage rate of each employee will be adjusted as agreed to in negotiations so as to maintain the employee’s 2009 weekly earnings as the hours of work are reduced from 48 hours to 45.5 hours.

Effective January 1, 2011, the base wage rate of each employee will be adjusted as agreed to in negotiations so as to maintain the employee’s 2009 weekly earnings as the hours of work are reduced from 45.5 hours to 42.75 hours.

Effective January 1, 2012, the base wage rate of each employee will be adjusted as agreed to in negotiations so as to maintain the employee’s 2009 weekly earnings as the hours of work are reduced from 42.75 hours to 40 hours.

7.2 Premium Pay for Overtime

7.2.1 Overtime Rate: Overtime will be paid for all hours worked in excess of forty hours at one and one-half times the employee’s regular hourly rate of pay.

7.2.2 Credit for Paid Leave: Holidays, vacation leave, sick leave, bereavement leave, shall not be considered as time worked in the computation of overtime. Jury duty leave will be included as time worked in the computation of overtime.
8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: Employees shall receive the following paid holidays.

- New Year's Day*
- Memorial Day
- Independence Day*
- Labor Day
- Columbus Day
- Veterans' Day*
- Thanksgiving Day
- Day after Thanksgiving*
- Christmas*

*New Year's Day, Independence Day, Veterans' Day, Christmas: For most employees: in the event one of these holidays occurs on a Saturday, the holiday will be observed on the preceding Friday; and, in the event one of these holidays occurs on a Sunday, the holiday will be observed on the following Monday.

However, for those employees assigned to sanitation crews and the Ski Area Attendant who are scheduled to work on a Friday, in the event one of these holidays occurs on either a Friday or a Saturday (including the Day after Thanksgiving), the holiday will be observed on a date mutually agreed to by the employee and the Department Head.

8.1.2 Holiday Pay (Not Assigned to Work): A full-time employee who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

8.1.3 Holiday Pay (Assigned to Work): A full-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 "holiday pay" or, with the approval of the Department Head, the employee will be paid for all hours worked at the employee's regular rate of pay and such employee will receive an equal amount of time off with pay at a mutually agreed upon date within six months following the holiday.

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

8.2.1 Allowance (Front-loaded on January 1st): All full-time employees completing the following years of employment shall be eligible for the corresponding vacation time.

A new employee will be credited with vacation leave credits as follows:

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<td>May &amp; June</td>
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<td>July &amp; August</td>
<td>16 hours</td>
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<td>September &amp; October</td>
<td>8 hours</td>
</tr>
<tr>
<td>November &amp; December</td>
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An employee who is to complete one year of continuous service will be credited with eighty hours of vacation leave on the January 1st immediately preceding the employee's anniversary date and each January 1st date thereafter until the employee has completed eight years of continuous service.

An employee who is to complete eight years of continuous service will be credited with one hundred and twenty hours of vacation leave on the January 1st immediately preceding the employee’s anniversary date and each January 1st date thereafter until the employee has completed fifteen years of continuous service.

An employee who is to complete fifteen years of continuous service will be credited with one hundred and sixty hours of vacation leave on the January 1st immediately preceding the employee’s anniversary date and each January 1st date thereafter until the employee leaves employment.

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

8.2.3 Accumulation: Effective January 1, 2011, an employee must use all vacation credits in the year for which they were credited. Any vacation leave credits remaining unused after December 31st will be canceled; exceptions may be made by the Town Supervisor.

8.2.4 Scheduling: Granting or denial of all requested vacation time is at the sole discretion of the Department Head. In emergency situations, the Employer may revoke any previously approved vacation time off. Vacation leave may be taken in one-day increments.

8.2.5 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave unless otherwise agreed to as a settlement agreement. In case of the death of the employee, the Town will pay the employee’s estate for any unused vacation leave.
8.3 Sick Leave

8.3.1 Allowance (Monthly Accrual): A full-time employee will be credited with eight hours of paid sick leave after completion of each month of employment.

8.3.2 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month, including an unpaid leave of absence due to a Workers’ Compensation claim.

8.3.3 Accumulation: An employee may accumulate leave credits without limit.

8.3.4 Use of Sick Leave: An employee may use sick leave credits for an illness or injury that inhibits the employee’s ability to perform the duties of the employee’s job. An employee may use sick leave credits for medical and dental appointments. Sick leave may be taken in ½ day increments. An employee may take paid sick leave only after it has been credited.

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

8.3.6 Notification of Sick Leave: In the event an employee must take sick leave, the employee must, if able, leave a message as soon as possible before the employee’s scheduled reporting time. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

8.3.7 Medical Verification: Employees may be required to furnish a doctor’s excuse after an absence of three or more consecutive days or a total of seven days during a twelve consecutive month period.

The Town may require medical verification of an employee’s absence, except for a common cold or family sick leave, to verify that the employee is able to return to work with or without restrictions.

8.3.8 Cash-Out of Unused Credits upon Retirement: An employee who has completed at least fifteen years of continuous service and who retires directly into or under the New York State Employees’ Retirement System and who is eligible to receive a pension there from, shall receive a compensation of $15.00 per day earned but unused sick leave up to a maximum of 130 days. The required minimum period of service set forth above shall be waived in the event the employee is granted and receives a New York State Employees’ Retirement Accidental Disability Retirement.

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

8.4 Bereavement Leave

8.4.1 Immediate Family: Bereavement Leave for death in the family will be granted as follows: Three full days with pay between date of the death and the day after the burial will be granted for death in the immediate family. Immediate family to be described as father, mother, brother, sister, grandparents, grandchild, spouse, children, mother-in-law, father-in-law, daughter-in-law, son-in-law or any other relative living in the employee’s household.
9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee’s leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, personal illness, family responsibilities, and education.

9.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

9.1.3 Conditions of Leave: The Town Board will specify the duration of an unpaid leave of absence and impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.

9.1.4 Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

10 MEDICAL INSURANCE

10.1 Health and Hospital

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

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

10.1.3 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan’s benefit structure and provider network are equivalent to or better than the then current plan.

10.1.4 Premium Payment: All employees, regardless of date of hire, shall contribute towards the agreed medical insurance plan as follows: for single $400 per year; for two-person $765 per year; and, for family $1050 per year. The employee’s contribution to the premium will be deducted from the employee’s regular paycheck.
10.2 Medical Insurance Buy-out

10.2.1 Eligibility: A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a buy-out in lieu of receiving medical insurance and prescription drug benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. Notwithstanding the above, in the event an eligible employee is married to another eligible employee of the Town, they must either enroll in two individual plans or one family plan and will not be eligible for this buy-out.

10.2.2 Amount of Buy-Out: The employee will receive forty percent of the Town’s annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Town is contributing 80% of a $13,000 premium for family coverage, the amount of the buy-out would be 40% of $10,400, or $4160. The buy-out is subject to applicable taxes.

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

10.2.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

11 DISABLED EMPLOYEES

11.1 Workers’ Compensation Insurance

11.1.1 Coverage: In accordance with New York State law, the Town will make available a Workers’ Compensation plan for job-related injuries or illnesses.

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

11.1.3 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town’s Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers’ Compensation payments for lost time and is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions 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 medical insurance coverage in accordance with federal law (COBRA).
11.2 Short-Term Disability Insurance

11.2.1 Coverage: CSEA Local 1000 AFSCME, AFL-CIO, agrees and consents to the Town of Webb providing disability insurance to all of its full-time employees for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.

11.2.2 Premium Payment: The present cost to the employee for such insurance will be sixty cents ($0.60) per week, which will be deducted as a payroll deduction.

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

11.2.4 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town’s Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments 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 federal law (COBRA).

12 RETIREMENT BENEFITS

12.1 Pension Plan

12.1.1 NYS Retirement System: The Employer will continue to enroll all employees in Section 75-i of the New York State Retirement System.

12.2 Retiree Medical Insurance

12.2.1 The Retirement Health Insurance Benefit package, as written in the Town of Webb Employee Handbook (adopted 12/9/03) will be included and made part of the Collective Bargaining Agreement.

13 GENERAL PROVISIONS

13.1 Annual Physical

13.1.1 The Town shall provide each employee an annual physical at no cost to the employee including the costs of any and all scans, tests and blood work requested by the physician and determined to be related to job performance. The Town shall only reimburse, to the employee the out of pocket expenses not covered by the health insurance plan.

13.2 Tools

13.2.1 The Town will replace any tool broken during the performance of Town-related work.
13.3 Drug Testing

13.3.1 All employees will be subject to drug and alcohol testing in the manner prescribed under the provisions of the Federal Highway Administration (FHWA) rules.

14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This collective bargaining agreement shall be effective from January 1, 2010 through December 31, 2012, unless otherwise agreed to by the parties.

14.2 Complete Agreement

14.2.1 No article, section, or subsection shall be retroactive and only those items specifically incorporated in this Collective Bargaining Agreement shall be binding on the Employer or its agents.

14.2.2 All existing practices not specifically mentioned herein shall continue in force as at present unless they are adjusted by mutual agreement between the Town and CSEA.

14.3 Extra Contract Agreements

14.3.1 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which is any way conflicts with the terms and provisions of this Collective Bargaining Agreement. Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the laws of the State of New York.

14.4 Savings and Separability Clause

14.3.1 If any article or section of this Collective Bargaining Agreement, or any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Collective Bargaining Agreement, and of any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

14.3.2 In the event any article or section is held invalid, or enforcement of or compliance with any has been restrained, the parties here to shall enter into immediate collective negotiations, upon the request of the Union, for such article or section during the period of invalidity or restraint.

14.5 Legislative Action

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

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on March 9, 2010.

TOWN OF WEBB

Robert Moore  
Town Supervisor

CIVIL SERVICE EMPLOYEES ASSOCIATION

Robert T. Wanamaker  
Unit President

Michael A. Richardson  
Labor Relations Consultant

Robert Riley  
Labor Relations Specialist