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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

## **TOWN OF CATSKILL**

and the

## **UNITED PUBLIC SERVICE EMPLOYEES UNION**

### **AMBULANCE UNIT**

January 1, 2015 – December 31, 2015

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# 1 PREAMBLE

## 1.1 Notice of Agreement

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Catskill, hereinafter referred to as the "Town" or the "Employer", and the United Public Service Employees Union, which hereinafter referred to as the "Union" or "UPSEU".

# 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 Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, 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; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this collective bargaining agreement. However, nothing in this Article will be construed as to limit the Union's right to bargain pursuant to the Taylor Law.

# 3 UNION RIGHTS

## 3.1 Recognition

**3.1.1 Recognition:** In accordance with the certification of the New York State Public Employment Relations Board (Case Number C-5546), the Town recognizes the United Public Service Employees Union as the sole and exclusive collective-bargaining representative for employees identified in 3.2.1, below, with respect to all terms and conditions of employment and the administration of grievances as defined in 11.1.1, below.

## 3.2 Definition of Bargaining Unit

**3.2.1 Included:** Included in the bargaining unit are all full-time and part-time Paramedics, Emergency Medical Technicians, and Drivers of the Town of Catskill ambulance services.

**3.2.2 Excluded:** Excluded from the bargaining unit are the Ambulance Administrator, Ambulance Supervisor, per diems, and all other employees of the Town.

**3.2.3 Supervisors Performing Unit Work:** The Ambulance Administrator and the Ambulance Supervisor may perform bargaining unit work to assist in the operating needs of the department.

**3.2.4 Full-Time Employee:** For the purpose of this Collective Bargaining Agreement, a “full-time employee” will mean and refer to an employee who is *regularly* scheduled to work at least thirty-six hours per week throughout the year.

**3.2.5 Part-Time Employee:** For the purpose of this Collective Bargaining Agreement, a “part-time employee” will mean and refer to an employee who is regularly scheduled to work less than thirty-six hours per week throughout the year.

**3.2.6 Per Diems:** For the purpose of this Collective Bargaining Agreement, a “per diem employee” will mean and refer to someone who is called in to replace an employee who is on an approved leave of absence or to work on an “as-needed” or a “day-to-day” basis. Such employee will not be eligible for benefits provided through this Collective Bargaining Agreement. The use of per diem employees will not infringe upon bargaining unit exclusivity.

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

### **3.3 Union Membership/Agency Shop**

**3.3.1 Union Membership:** An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Town will deduct and remit the dues, initiation fees, and/or assessments from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis. The Union shall notify the Town of the amount to be deducted. Such dues and agency shop fees shall be remitted to:

United Public Service Employees Union  
3555 Veterans Highway, Suite H  
Ronkonkoma, NY 11779

**3.3.2 Agency Shop:** An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of the execution of this collective bargaining agreement or initial employment, as the case may be, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct the service fee from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis.

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

**3.3.4 Membership List:** Each quarter, the Town will provide the Union with the name, address, job title, date of hire, and rate of pay of all employees in the bargaining unit. Such list shall indicate which employees are union dues payers and which are agency shop fee payers.

**3.3.5 Union-sponsored Insurance Plans:** The Town will deduct Union-sponsored insurance premium payment from the wages of an employee who has authorized such deductions. The Town will deduct and remit the amount at the close of each pay period, provided that such deduction is not in excess of the employee's gross pay, and remit said sums to the Union on a monthly basis. The Union shall notify the Town of the amount to be deducted.

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

**3.4.1 Investigation and Presentation of Grievances:** The Shop Steward (or designee) 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).

**3.4.2 Requests for Release Time:** Requests for the use of release time shall be made to the Ambulance Administrator or Ambulance Supervisor as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved by the Ambulance Administrator or Ambulance Supervisor.

### **3.5 Leave for Negotiations**

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

### **3.6 Bulletin Boards**

**3.6.1.** The Union may have an exclusive bulletin board at the Catskill Ambulance quarters to post notices or other communications subject to the approval of the contents and size of such notices and communications by the Ambulance Administrator or Ambulance Supervisor.

### **3.7 Access to Town Premises**

**3.7.1 Union Representatives:** Representatives of United Public Services Employees Union will be allowed exclusive access to the Town's premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Ambulance Administrator or Ambulance Supervisor.

**3.7.2 Meetings:** UPSEU representatives may conduct union meetings with bargaining unit members at the Catskill Ambulance Station with the prior approval of the Administrator.



## 4 EMPLOYEE RIGHTS

### 4.1 Probation

**4.1.1 Length of Probationary Period:** The probationary period for an employee appointed to a position in the competitive, non-competitive, or labor classes will be in accordance with the rules and regulations of the local Civil Service.

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

### 4.2 Seniority

**4.2.1 Service Seniority:** Seniority will be determined by the employee's length of continuous service with the Town of Catskill ambulance service.

**4.2.2 Computation of Seniority:** For the purpose of calculating the length of service of a full-time employee, one year will be credited for each twelve months 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 1872 hours of paid work and paid leave. Effective May 1, 2011, 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 NOT 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, such employees will have their individual seniority determined by lot.

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

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

### 4.3 Layoff Procedure

**4.3.1 First to be Laid Off:** In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service. 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 employee within that job title with the least service seniority will be the first to be laid off.

## **4.4 Recall Procedure**

**4.4.1 Recall to Same Job Title:** In the event there is a vacancy in a job title in the competitive class where a layoff occurred, layoff will be in accordance with the rules and regulations of the local Civil Service. In the event there is a vacancy in the job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

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

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

**4.4.4 Duration of Recall Rights:** An employee in the non-competitive or labor class who is laid off will be eligible for recall under 4.4.1, above, for up to two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

## **4.5 Performance Appraisal**

**4.5.1 Purpose and Criteria:** The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, teamwork, conduct, and such other criteria that properly reflect the employee's performance. The parties will mutually develop the appraisal form within ninety calendar days of the ratification of this collective bargaining agreement.

**4.5.2 Frequency:** An employee will be formally evaluated once each year on a date determined by the Ambulance Administrator, with follow-up evaluations on an as needed basis. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the right to perform such evaluations at any time in the future.

**4.5.3 Post-evaluation Conference:** After an evaluation, the Ambulance Administrator will meet with the employee to review the employee's performance appraisal report.

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

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

## 4.6 Personnel File

**4.6.1 Employee Access:** Access to personnel files is limited. A current employee may review and copy the contents of the employee's own personnel file, with the exception of letters of reference. The employee must make an appointment with the Ambulance Administrator. The appointment will be available within a reasonable period of time. An authorized official must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Town Supervisor (or designee). The employee has the right to provide a response to any document that the employee contests as either unfair or incorrect.

**4.6.2 Change in Status:** An employee must immediately notify the Town Supervisor (or designee) 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.

## 5 VACANCIES & PROMOTIONS

### 5.1 Notification of Vacancies

**5.1.1 Posting:** In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least fourteen calendar days on the Union bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment in accordance with the rules and regulations of the local Civil Service agency.

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

### 5.2 Appointment to Vacancies

**5.2.1 Selection:** The Town Board will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Town Board. The Town Board will give appropriate consideration to internal applicants. Such action shall not be subject to the Grievance Procedure.

**5.2.2 Probationary Period (Promotion):** The probationary period for an employee promoted into a position in the competitive class will be in accordance with the rules and regulations of the local Civil Service. An employee who is promoted into a new position in the non-competitive class shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Town may rescind the promotion and the employee will 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. The decision as to rescinding the promotion will not be subject to the Grievance Procedure or Disciplinary Procedure, but the failure to reinstate the employee to the previous position may be submitted to the Grievance Procedure.

## 6 HOURS OF WORK

### 6.1 Work Schedule

**6.1.1 Workweek/Workday:** The Ambulance Administrator will publish and maintain an annual work schedule. The “open” work schedule will be posted on the bulletin board or about December 1<sup>st</sup> for the ensuing twelve months. Between the 15<sup>th</sup> and 22<sup>nd</sup> of December, all full-time employees must “bid” on the available shifts. Bidding shall be based on seniority. Thereafter, the “closed” work schedule for the ensuing twelve months will be posted on the bulletin board. A new hire will work the vacated shift until the next annual bid.

An employee may bid and work on up to two consecutive shifts (e.g. two 12-hour shifts).

**6.1.2 Availability (Full-Time Employees):** Each full-time employee is to work at least thirty-six hours in each week.

**6.1.3 Availability (Part-time Employees Only):** Each part-time employee must provide a minimum of forty-eight hours of availability each calendar month, which should include at least one Friday, Saturday, or Sunday. Notice of availability for the upcoming calendar month must be submitted in writing to the Ambulance Administrator no later than the 15<sup>th</sup> day of each month.

**6.1.4 Failure to Provide Minimum Availability (Part-time Employees Only):** In the event a part-time employee fails to provide the required minimum availability in any given month and thereafter again fails to provide such availability within any of the next three months, unless duly excused by the Ambulance Administrator, the Town may discipline the employee in accordance with the disciplinary procedure within this Collective Bargaining Agreement.

**6.1.5 Voluntary Changes:** An employee may “swap” with another employee in the same job title to work the employee’s scheduled shift, provided the “swap” occurs within the same pay week and does not require the payment of premium pay for overtime. The “swap” must be for the whole shift. Such arrangement must be approved by the Ambulance Administrator.

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

### 6.2 Additional Hours of Work

**6.2.1 Additional Hours of Work:** An employee must receive prior approval from the Ambulance Administrator or Ambulance Supervisor before working additional hours, except as set forth in 6.2.2 below.

**6.2.2 Work In Progress:** In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of “work in progress”, the opportunity will not be offered to other employees and those employees in the affected job title (including per diem) who are then working on the assignment will continue to work the additional hours.

**6.2.3 Hours Not Extending from Normal Workday:** In the event there is an opportunity in a given job title to work additional hours, including vacancies, and the hours are NOT a continuation of “work in progress”, the opportunity will be offered to part-time employees on a rotational basis. In the event a sufficient number of part-time employees do not volunteer, the opportunity will be offered on a rotational basis to full-time employees in that job title. In the event a sufficient number of full-time employees do not volunteer, the work will be assigned on a seniority basis (least senior first) to full-time employees in that job title, provided the employee is qualified to perform the work.

Notwithstanding the above: if the assignment of additional hours would put a part-time employee into overtime premium pay, then the opportunity will be offered on a rotational basis to full-time employees who are regularly scheduled to work 36-hour shifts; however, if a sufficient number of 36-hour full-time employees do not volunteer, the opportunity will be offered to the part-time employees.

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

### **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, if possible the employee must notify the Ambulance Administrator or Ambulance Supervisor at least thirty minutes before the employee’s scheduled starting time.

**6.3.2 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify the Ambulance Administrator or Ambulance Supervisor at least three hours before the employee’s scheduled reporting time. The notification must be made personally to the Ambulance Administrator or Ambulance Supervisor, unless the Ambulance Administrator 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 will render the employee ineligible to use sick leave credits for the absence.

**6.3.3 Early Departure:** In the event an employee must leave work during the workday, the employee must notify the Ambulance Administrator or Ambulance Supervisor prior to leaving.

### **6.4 Meal & Rest Periods**

**6.4.1 Meal Period:** An employee who works more than six hours in a given day will receive a “flexible meal period”, with pay. The meal period may be interrupted to respond to a call for ambulance services. Unless approved by the Ambulance Administrator, an employee may not leave the work-site during the meal period and may not use Town of Catskill Ambulance vehicles to run errands.

## 7 COMPENSATION

### 7.1 Wage Rates

**7.1.1 Pay Schedule:** The schedule set forth below will be the applicable schedule for the period September 1, 2012 through December 31, 2014, which reflects increases of two percent for 2014.

Job Title	1-1-2015
Paramedic	\$20.60
EMT - Advanced	\$17.51
EMT	\$15.45
Driver*	\$12.36

\*Effective January 1, 2009, the Town will no longer hire Drivers or place individuals in the Driver title for any reason. The Driver position is earmarked for abolition upon the separation from service or promotion of the current two incumbents.

### 7.2 Premium Pay for Overtime

**7.2.1 Overtime Rate:** An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time actually worked over forty hours in a given workweek.

**7.2.2 Credit for Paid Leave:** Vacation leave will be included in the computation of overtime; however, sick leave, personal leave, and jury duty leave will not be included as time worked in the computation of overtime.

### 7.3 Premium Pay for Holidays

**7.3.1 Designated Holidays:** The days listed below will be observed as holidays, on the same day they are observed by the State of New York for the purpose of paying premium pay:

January 1	Columbus Day
Martin Luther King, Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	December 24
July 4	December 25
Labor Day	

**7.3.2 Assigned to Work on a Holiday:** A full-time employee or part-time employee who is assigned to work on one of the days listed in 7.3.1, above, will be paid for all hours worked at one and one-half times the employee's regular rate of pay. However, a full-time employee or part-time employee who is assigned to work on Thanksgiving Day or December 25 will be paid for all hours worked at two times the employee's regular rate of pay. The holiday hours will be from 12:01 a.m. to 11:59 p.m.

**7.3.3 Religious Holidays:** An employee may request an unpaid leave of absence for a religious holiday, observance, or practice. 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 Ambulance Administrator at least fourteen calendar days in advance. Time off will generally be granted so long as it does not create an undue hardship on the Town.

## **7.4 Shift Leader**

**7.4.1** The Shift Leader assignment will be given to one or more employees. A Shift Leader may be assigned to work on any shift where a supervisor is not scheduled. When assigned to work as a Shift Leader, an employee will receive a pay differential of \$1.00 per hour for each hour such employee is assigned to serve as Shift Leader.

**7.4.2** The duties and specifics of selection and assignment will be developed by the Town in consultation with the Union.

## **8 PAID LEAVE**

### **8.1 Vacation Leave**

**8.1.1 Allowance (Monthly Accrual):** A full-time employee will be credited with *eight* hours of paid vacation leave each month. The employee will be credited on the first day of the month after it has been earned. A part-time employee is not eligible for paid vacation leave but may be allowed to take time-off without pay provided the individual has prior approval from the Ambulance Administrator or Ambulance Supervisor.

**8.1.2 New Employees:** A newly hired employee will not be credited with vacation leave credits prior to completing six months of continuous employment, at which time the employee will be credited with thirty-six hours of paid vacation leave.

**8.1.3 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 in excess of thirty calendar days, including an unpaid leave of absence due to a Workers' Compensation claim.

**8.1.4 Accumulation:** An employee may accumulate vacation leave credits to a maximum of one-hundred and eight hours. Any vacation credits in excess of one-hundred and 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. The Town will provide a yearly notice to employees indicating their accruals.

**8.1.5 Scheduling:** An employee must receive prior approval from the Ambulance Administrator to take vacation leave. The request must be submitted, in writing, to the Ambulance Administrator at least fifteen calendar days in advance. The Ambulance Administrator 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 will be given to the employee with the most service seniority. Vacation leave may not be used in increments of less than twelve hours. An employee may take vacation leave only after it has been credited.

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

## 8.2 Sick Leave

**8.2.1 Allowance (Monthly Accrual):** A full-time employee will be credited with six hours of paid sick leave on January 1<sup>st</sup> and on the first day of each of the next eleven months, provided the employee has not taken more than six days off from work due to an illness or injury (excluding lost time due to a workers' compensation injury or illness) in the preceding calendar year.

**8.2.2 New Employees:** A newly hired full-time employee will not receive sick leave credits prior to completing six months of continuous employment. Thereafter, the employee will be credited with four hours of paid sick leave on the first day of each month until the following January 1<sup>st</sup>, provided the employee has not taken more than two days off from work due to an illness or injury (including on-the-job injuries) during the first six months of continuous employment.

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

**8.2.4 Use of Sick Leave:** Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than four hours. An employee may take paid sick leave only after it has been credited.

**8.2.5 Medical Verification:** The Town may require medical verification of an employee's absence if the Town perceives the employee is demonstrating a pattern of sick leave abuse or to have used an excessive amount of sick leave. The Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

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

**8.2.7 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.

**8.2.8 Retirement Credit:** The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment.



## 8.3 Personal Leave

**8.3.1 Allowance (front-loaded):** A full-time employee will be credited with twenty-four hours of paid personal leave on January 1<sup>st</sup> of each year for use during the following twelve months. A part-time employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided the individual has prior approval from the Ambulance Administrator or Ambulance Supervisor.

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

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

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

**8.3.5 Scheduling:** An employee must receive prior approval from the Ambulance Administrator or Ambulance Supervisor to take personal leave. The request must be submitted, in writing, to the Ambulance Administrator or Ambulance Supervisor at least two workdays in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Ambulance Administrator or Ambulance Supervisor will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than four hours. An employee may take personal leave only after it has been credited.

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

## 8.4 Bereavement Leave

**8.4.1 Immediate Family:** In the event of a death of a full-time 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 burial. For purposes of bereavement leave, "immediate family member" will mean the following: spouse; domestic partner; child or step-child; parent or legal guardian; sibling; and spouse's parent.

**8.4.2 Extended Family:** In the event of a death of a full-time 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 two scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following: sibling and grandparent.

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

## 8.5 Jury Duty

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

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

**8.5.3 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Ambulance Administrator.

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

## 9 MEDICAL - DENTAL - VISION

### 9.1 Medical Insurance

**9.1.1 Insurance Plan:** 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. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical bill or other expense not covered or reimbursed by the plan.

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

**9.1.3 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 is substantially equivalent to the then current plan.

**9.1.4 Premium Payment:** The Town will pay eighty percent of the annual premium for individual, two-person, or family coverage, as the case may be.

Effective January 1, 2014, for a full-time employee who does not pass the *annual* physical fitness test, the Town will pay seventy percent of the annual premium for individual, two-person, or family coverage, as the case may be. The physical fitness test will be in December of each year.

The employee will pay the difference between the Town contribution and the full premium, which will be deducted from the employee's regular paycheck on a pre-tax basis.

**9.1.5 Medical Insurance Buy-Out:** Employees are not eligible to receive a cash buy-out in lieu of receiving medical insurance benefits. Effective January 1, 2014, a full-time employee who is eligible for medical insurance coverage made available through the Town who passes the *annual* physical fitness test will receive a bonus equal to ten percent of the annual medical insurance premium for two-person coverage. For example, if the annual medical insurance premium is \$14,500, the employee will receive a bonus of \$1450. Payment will be made in the second pay period in January (following the *annual* physical fitness test in December).

**9.1.6 Retirees:** Retirees from the bargaining unit are not eligible for medical insurance or the prescription drug plan.

## **9.2 Dental & Optical**

**9.2.1 Plan:** The Town will offer a dental and vision program to full-time employees, which is generally consistent with the plan design offered to other Town employees.

**9.2.2 Premium Payment:** An Employee who chooses to participate in such plan shall pay 20% of the total annual premium cost for the coverage.

## **9.3 Flexible Spending Account**

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

## **9.4 Workers' Compensation Insurance**

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

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

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

**9.4.4 Use of Leave Credits:** An employee may draw from the employee's sick 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 sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave. After all sick leave credits have been used, an employee may use vacation leave or personal leave credits to supplement Workers' Compensation.

**9.4.5 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 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.

## **9.5 Short-Term Disability Insurance**

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

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

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

**9.5.4 Reporting of Injury:** An employee should submit a written report of the injury to the Ambulance Administrator, on the proper form, within twenty-four hours of the occurrence.

**9.5.5 Use of Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave. After all sick leave credits have been used, an employee may use vacation leave or personal leave credits to supplement short-term disability.

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

## **9.6 Death Benefit**

**9.6.1** The Town has adopted Section 60(b) of the NYS Employees Retirement System which calls for a maximum death benefit.

# **10 GENERAL PROVISIONS**

## **10.1 Work Accouterments**

**10.1.1 Uniforms:** The Town will provide the uniforms to employees on an as-needed basis. The Town will determine the style and accessories. Employees shall wear the uniforms at all times while on duty. The employee is responsible for cleaning the employee's uniform.

**10.2 Travel Expenses**

**10.2.1 Employee’s Vehicle:** In the event an employee is directed by the Ambulance Administrator or Ambulance Supervisor to use the employee’s own vehicle for Town business, the Town will 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 Ambulance Administrator for reimbursement.

**10.3 Drug and Alcohol Screening**

**10.3.1** All employees will be subject to mandatory drug and alcohol testing. Testing will be required at the time of hire, upon a supervisor’s reasonable suspicion, in the event of a work-place accident, upon return to duty after discipline or a leave of absence, and on a random basis.

**10.3.2** The procedure for testing employees will be established by the Town in a form and with content generally equivalent to the requirements of 49 C.F.R. Part 40, which sets forth the procedures for Transportation Workplace Drug and Alcohol Testing Programs. The Town will promulgate the testing procedure on or before July 1, 2009.

**10.4 Safety Bonus**

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

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

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

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

# 11 DUE PROCESS PROCEDURES

## 11.1 Grievance Procedure

**11.1.1 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.

**11.1.2 Step One - Formal Grievance:** UPSEU may file a formal complaint on behalf of an aggrieved employee(s) with the Ambulance Administrator. The grievance shall specify 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. The grievance must be submitted, in writing, to the Ambulance Administrator within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

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

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

Within seven calendar days after receiving the appeal, the Town Supervisor (or designated representative) will meet with the aggrieved employee(s) and the designated representative of the Union. The Town Supervisor (or designee) will issue a determination within seven calendar days of said hearing. This determination will be mailed to the UPSEU representative.

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

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

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

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

## 11.2 Disciplinary Procedure

**11.2.1 Discipline for Just Cause:** The Town will not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause. *The fact that an employee fails the fitness test referenced in 9.1.4, above, will not be used as a "just cause" claim.*

**11.2.2 Notice of Discipline:** The Town will provide the employee with a written Notice of Discipline, which will contain all charges and specifications and the penalty. Simultaneously, a copy of the notice will be sent to the UPSEU representative.

**11.2.3 Disciplinary Hearing:** If UPSEU disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor (or designee). The appeal must be submitted, in writing, within fourteen calendar days from receiving the Notice of Discipline. Failure to submit the appeal within said fourteen calendar days shall make the matter ineligible for future appeal under this Article or any other procedure.

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

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

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

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

## **12 APPLICATION OF AGREEMENT**

### **12.1 Duration of Agreement**

**12.1.1** This Collective Bargaining Agreement shall be effective from January 1, 2015 to December 31, 2015.

### **12.2 Complete Agreement**

**12.2.1** This Collective Bargaining Agreement will constitute the entire agreement between the parties. Any past practice that existed up until January 1, 2007 may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Union to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

### **12.3 Savings Clause**

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

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

### **12.4 Legislative Action**

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



## 12.5 Execution of Agreement

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

### TOWN OF CATSKILL

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**Joseph Leggio**  
Town Supervisor

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Date

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**Michael A. Richardson**  
Labor Relations Consultant

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Date

### UNITED PUBLIC SERVICE EMPLOYEES UNION

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**Kevin E. Boyle, Jr.**  
President

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Date

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**Gary Hickey**  
Executive Vice President / Regional Director

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Date

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**Gary M. Favro**  
Labor Relations Representative

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Date

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**James Fowles**  
Bargaining Unit Member

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Date

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**Laura Mastrantuano**  
Bargaining Unit Member

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Date

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**Richard VanDerbeck**  
Bargaining Unit Member

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Date