

Final 10/3/22

**AGREEMENT**

**By and Between**

**THE TOWN OF ULSTER**

**And**

**LABORERS' INTERNATIONAL UNION LOCAL 17**

**January 1, 2022 - December 31, 2025**

**TABLE OF CONTENTS**

<b>ARTICLE I</b>	<b>PREAMBLE</b> .....	1
<b>ARTICLE II</b>	<b>RECOGNITION</b> .....	1
<b>ARTICLE III</b>	<b>COLLECTIVE BARGAINING AGREEMENT</b> .....	2
<b>ARTICLE IV</b>	<b>RIGHT OF UNION</b> .....	2
<b>ARTICLE V</b>	<b>RIGHTS OF THE TOWN</b> .....	2
<b>ARTICLE VI</b>	<b>RIGHTS OF EMPLOYEES</b> .....	3
<b>ARTICLE VII</b>	<b>WAGES</b> .....	3
<b>ARTICLE VIII</b>	<b>OVERTIME POLICY</b> .....	4
<b>ARTICLE IX</b>	<b>MISCELLANEOUS BENEFITS</b> .....	4
<b>ARTICLE X</b>	<b>WORK DAY – WORK WEEK</b> .....	6
<b>ARTICLE XI</b>	<b>HOLIDAYS</b> .....	7
<b>ARTICLE XII</b>	<b>VACATION, SICK, PERSONAL, COMPENSATION TIME AND WORKER’S COMPENSATION PAYMENT</b> .....	8
<b>ARTICLE XIII</b>	<b>LONGEVITY PROVISIONS</b> .....	11
<b>ARTICLE XIV</b>	<b>DISABILITY INSURANCE, HEALTH INSURANCE, AND RETIREMENT BENEFITS</b> .....	11
<b>ARTICLE XV</b>	<b>UNIFORMS</b> .....	14
<b>ARTICLE XVI</b>	<b>SENIORITY</b> .....	14
<b>ARTICLE XVII</b>	<b>TENURE</b> .....	15
<b>ARTICLE XVIII</b>	<b>DISPUTE, ARBITRATION, DISCIPLINARY &amp; GRIEVANCE PROCEDURE</b> .....	15
<b>ARTICLE XIX</b>	<b>JOB AND WORK SECURITY</b> .....	18
<b>ARTICLE XX</b>	<b>RECIPROCAL RIGHTS</b> .....	18
<b>ARTICLE XXI</b>	<b>WORKING CONDITIONS</b> .....	20
<b>ARTICLE XXII</b>	<b>LEAVES</b> .....	20
<b>ARTICLE XXIII</b>	<b>JURY DUTY AND/OR COURT APPEARANCE</b> .....	21
<b>ARTICLE XXIV</b>	<b>JOB POSTING</b> .....	21
<b>ARTICLE XXV</b>	<b>LABOR/MANAGEMENT COMMITTEE</b> .....	21
<b>ARTICLE XXVI</b>	<b>SEPARABILITY</b> .....	22
<b>ARTICLE XXVII</b>	<b>LEGISLATIVE ACTION</b> .....	22
<b>ARTICLE XXVIII</b>	<b>TERM OF AGREEMENT</b> .....	22

**ARTICLE I**

**PREAMBLE**

The Town of Ulster, hereinafter referred to as the "Town" and the Laborers' International Union Local 17, LIUNA AFL-CIO, hereinafter referred to as the "Union," declare it to be their mutual policy that in order to promote harmonious labor relations between, the Town and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employee's Fair Employment Act and that no article or section in this contract is to be in any violation of the New York State Civil Service Law.

We hereby enter into such a collective bargaining agreement as to the terms, condition of employment, and the working condition for the life of this contract, unless provided otherwise herein all benefits will become effective January 1, 2022 and ceasing December 31, 2025.

**ARTICLE II**

**RECOGNITION**

Section 1. The Town agrees that the Union shall be the sole and exclusive representative for all employees described in Article III for the purpose of collective bargaining and grievances for term of the agreement.

Section 2. The Town shall deduct from the wages of employees and remit to LIUNA Local 17, 451A Little Britain Road, Newburgh, New York 12550, regular membership dues and other authorized deductions for those employees who sign such authorization permitting such payroll deductions.

Agency Fee shall conform to Chapters 677 and 678 of the Laws of 1977 of the State of New York.

Pursuant to the provisions of paragraph (b) Subdivision 3 of Section 208 of the Civil Service Law, the Town shall deduct from the wage or salary of the employees of the Bargaining Unit, who are not members of Local 17, the amount equivalent to the dues levied by Local 17 and shall transmit the sum so deducted to Local 17.

Pursuant to the provisions of paragraph (b) of Subdivision 3 of Section 208, Local 17 shall establish and maintain a procedure providing for the refund of any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rate share of expenditures by the organization in aid of activities of causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Section 3. The Town of Ulster agrees that the Union shall be the sole and exclusive representative for all employees described in Article III for the purpose of collective bargaining and grievances. The period of unchallenged representation status for this Union shall be for the term of this agreement.

Section 4. The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

**ARTICLE III**

**COLLECTIVE BARGAINING AGREEMENT**

The collective bargaining unit shall consist of all Town employees, excluding employees who normally work less than half the regular pay period, elected or appointed officials, all Department Head or Heads, Police Department employees and other groups of employees so designated to be excluded from this Unit by PERB. Titles within the Collective Bargaining Unit include: (see "Attachment A").

**ARTICLE IV**

**RIGHT OF UNION**

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Town to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Town of any of its agents.

The Union shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this agreement and to pursue any matter or issues to any court of competent jurisdiction, whichever is appropriate.

**ARTICLE V**

**RIGHTS OF THE TOWN**

Section 1. Except as otherwise specifically provided in this agreement, the Town shall have the customary and usual right, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action and to otherwise take action whatever actions are necessary to carry out the mission of the Town pursuant to the existing practices unless altered by this agreement.

Section 2. Under the terms of this agreement and pursuant to the Public Employees' Fair Employment Act, the Town shall negotiate collectively and in good faith with the Union in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Union.

**ARTICLE VI**

**RIGHTS OF EMPLOYEES**

Section 1. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the Town.

Section 2. Employees may join and take an active role in the lawful activities of the Union without fear of any kind of reprisals from the Town or its agents.

Section 3. Any employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose a representative or appear alone in grievance or appeal proceedings with the exception that Union must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

**ARTICLE VII**

**WAGES**

A. Effective August 18, 2022, the salary schedule shall be adjusted as follows:

Effective August 18, 2022, an increase of \$1.00 per hour plus 4.00% hourly increase for all steps and grades over the 2021 salary schedule.

Effective January 1, 2023 – 3.25% hourly increase for all steps and grades over the 2022 salary schedule.

Effective January 1, 2024 – 3.00% hourly increase for all steps and grades over the 2023 salary schedule.

Effective January 1, 2025 – 3.00% hourly increase for all steps and grades over the 2024 salary schedule.

Effective January 1, 2022, the following Job Classifications will receive a \$1,500 per year Stipend: Road Maintenance Leader, Waste Treatment Plant Operator Class 3.

See Attachment “C”, Salary Schedules for 2022 through 2025.

Employees shall be hired at Step 1 of the applicable grade. Employees shall advance to the next Step on their anniversary date (date of original hire).

B. Employees who are promoted shall move to the Step in the higher Grade with a higher salary. Promoted employees shall advance to the next Step on the anniversary date of promotion.

**ARTICLE VIII**

**OVERTIME POLICY**

**Section 1.** All Town employees have the option of overtime pay or compensatory time at time and one half for all hours worked beyond eight hours per day. For all employees overtime and compensatory time is subject to the approval of the Department Head or Heads.

**Section 2.** Overtime shall be paid at the rate of double time for all hours worked on Sundays and double time and one half for all hours worked on a Holiday for all employees working a regular Monday- Friday schedule. When employees work week is not the normal Monday through Friday the sixth day is time and a half and the seventh day is double time.

**Section 3.** A maximum of 80 hours compensatory time shall be allowed to accrue for each employee. Any excess accruals or upon separation any accruals must be paid to the employee at the rate of pay in effect at the time. Compensatory time accruals may be carried from year to year. Employees shall not be permitted to use compensatory time in a particular day which results in the employee receiving more than a regular days' pay unless the employee is called in to work on an emergency basis. Compensatory time is not eligible for buyout at any time until separation.

**Section 4.** For all employees in computing overtime; holidays, sick leave, bereavement leave, personal leave, vacation leave, compensation time and all other approved time off shall be considered as hours worked during the 40 hour work week.

**Section 5.** Call-In Pay: Any full-time employee who is called in and reports for work before or after the employee's regular day of work shall be guaranteed a minimum of three hours pay at the applicable rate. This guarantee shall not apply if an employee is called in one (1) hour or less prior to the start of the regular work day or immediately following the regular work day. In such a case, the employee will not receive call-in pay, but will be paid time and one-half for the time worked.

**ARTICLE IX**

**MISCELLANEOUS BENEFITS**

**Section 1.** Shift Differential: A differential of 10% shall be paid to all employees working the second shift (shift starting 8 hour after the department's regular day shift hours start), and fifteen percent (15%) for the third shift (shift starting 16 hours after the department's regular day shift hours start).

**Section 2.** The Town agrees that employees will be reimbursed at Internal Revenue Service mileage subsistence, for driving their own vehicles on Town business.

**Section 3.** All employees who work four hours beyond their regular work shift shall receive a meal allowance of \$15.00 for each four hours worked.

All employees who work four hours before or after their regular work shift, whether continuous, call in or call back within twenty-four (24) hour period shall receive a meal allowance of \$15.00 for each four hours worked. A meal allowance of \$15.00 shall also be paid for unscheduled overtime on any Saturday, Sunday or holiday which exceeds four hours. It is agreed that a meal allowance shall not be paid for overtime scheduled more than seven days in advance.

The employee(s) shall receive the meal allowance through the use of a voucher supplied by the employer to such employee(s), payable after two weeks of submission of each voucher.

Section 4. The employer shall continue to provide paid lunch period for all employees as in the past. In an emergency situation, the Town may find it necessary to postpone the regular lunch period.

Section 5.

A. All employees required by the Town or where required by law to attend in-service training programs, workshops or education during working hours, shall be granted approved leave with pay.

B. The Town shall continue to pay for required contact hours and other in-service training programs so that the affected employees maintain their operators licenses.

The cost of any license or certification to perform duties for the Town of Ulster and for any training and education required by the Town of Ulster as a requirement for employment shall be paid for by the Town. If an employee does not complete the course the employee shall reimburse the Town for the cost of the course, unless excused by the Town Board for just cause.

All courses and training must be approved by the Town which approval shall not be unreasonably denied.

Section 6. Employees participating in local volunteer Fire and Ambulance Corps shall be allowed time off with pay to participate in any emergency calls. Employees participating shall have an obligation to notify a supervisor prior to taking time off.

Section 7. Privatization of any Town function cannot result in the loss of any present position or personnel and must be paid the same rate of pay and benefits which are current in the collective bargaining contract between the Town of Ulster and the Laborers' Local Union.

Section 8. If the State offers an early retirement incentive, the Town and the Union must meet in Labor/Management sessions immediately to discuss possible implementation.

Section 9. The present program of OSHA-required physical exams shall continue.

Section 10. Except in an emergency, management employees are not allowed to perform rank-and-file work.

Section 11. Emergency Closing: If the Town Supervisor, County or the State declares that an emergency exists those employees classified as essential will report for work. Non-essential employees who are not on leave, and are sent home or instructed not to report to work, will be paid for their lost work time.

Section 12. Successor Clause shall apply to all situations of employment falling within the scope of work represented by contract between the Town of Ulster and the Laborers Union and any new description of work that may be added in the future. All work let out by contract should be subject to the current wages in effect.

Section 13. Flex-time is governed by the mutual need and consent of the department head and the employee. An employee may request a change to their regularly scheduled hours of starting and finishing work. Such request is subject to the approval of the department head and a denial will not be grieved. The department head may also request a change to the regularly scheduled hours of starting and finishing work for an employee. Such a request is subject to the approval of the employee. Work must start within 2 hours of the regular department work day.

If the County or State declares that an emergency exists and that only essential vehicles be on the roadway, those employees classified as essential will report for work and will be entitled to a day off from work with full pay to be used at a later date.

Section 14. Tools & Equipment. The Town supplies employees (except those employees who choose to bring their personal tools to work) with the necessary tools and/or equipment necessary to perform their jobs. Any tool or piece of equipment lost or damaged by the employee as a result of negligence or intentional misuse will be the employee's responsibility to have replace or repaired. Any employee using their personal tools and/or piece of equipment that is lost or damaged while being used to perform their job duties will be repaired or replaced by the Town.

**ARTICLE X**

**WORK DAY – WORK WEEK**

Section 1. Basic work week for Town employees, other than those on a part-time basis and those whose hours are set by laws, is:

Full Time	35 hours and over
Intermediate	21-34 hours

Basic work days for Town employees are Monday thru Friday.

Section 2. The Transfer Station may have basic work days of Tuesday thru Saturday. The basic work week of the Transfer Station may be changed at the discretion of the Town upon two (2) weeks written notice to the Union.

Subsequent thereto, for the term of the Agreement, there shall be a meeting between the Town and the Union to discuss proposed future changes to the work week at the Transfer Station.

The Transfer Station shall be opened at 7:15 a.m. and closed at 2:45 p.m. so that employees are not required to work beyond their prescribed hours.

Section 3. Highway Department employees shall continue to work the system of summer hours as done in the past, 6:00 a.m. to 2:00 p.m., beginning near Memorial Day and ending after Labor Day.

Section 4. Sewer Department employees shall be allowed 5 minutes at the start of the shift to change into department uniform and 10 minutes prior to the end of the shift for cleanup.

**ARTICLE XI**

**HOLIDAYS**

Section 1. Legal holidays with pay shall include:

- New Year's Day (1/1)\*\*
  - Martin Luther King, Jr.'s Birthday
  - President's Day
  - Good Friday
  - Memorial Day
  - Juneteenth
  - Independence Day (7/4)\*\*
  - Labor Day
  - Columbus Day
  - Election Day
  - Veteran's Day (11/11)\*\*
  - Thanksgiving Day
  - Day after Thanksgiving Day
  - Christmas Day (12/25)\*\*
- \*Easter Sunday – for all employees required to work it.

\*\* For employees with a basic work week of Monday thru Friday, if one of these holidays falls on a Saturday, any time worked on the preceding Friday will be paid at time and one-half plus the holiday pay and time worked on the Saturday holiday will be paid at the usual holiday rate of double time and one-half.

Intermediate employees shall be granted a pro-rated portion of all holiday time.

For Town employees whose basic work week is Monday thru Friday: When such a holiday falls on a Saturday, these Town employees shall be granted the preceding Friday off and when a holiday falls on a Sunday, the following Monday shall be given off as the paid holiday.

If a Town department cannot legally close on such a Friday or Monday, employees deprived of such a holiday will be given commensurate time off.

For those employees whose work schedules are other than Monday to Friday, when a holiday falls on their regular day off they shall be allowed the option of either being paid for the day or compensatory time off.

To be eligible for holiday pay, an employee must work the last regularly scheduled work day preceding the holiday and the first scheduled work day following the holiday, unless the absence is approved by the supervisor, or the employee is on a paid-time-off status.

**ARTICLE XII**

**VACATION, SICK, PERSONAL, COMPENSATION TIME AND WORKER'S COMPENSATION PAYMENT**

Section 1. A department head(s) shall not unreasonably deny an employee's request to use vacation, personal or compensation time if the request will not impact the work day.

Section 2. Upon death, retirement, or other type of termination of an employee, the employee, or the beneficiary, shall be paid for all unused vacation and compensatory time earned prior to one of the above events occurring at the employee's current rate of pay within 30 business days.

Section 3. Vacation: An annual vacation is considered the right of each employee. Vacation time is awarded on January 1<sup>st</sup> for one year to follow. Credit years are calculated on hire anniversary date. For all employees hired after January 1, 2018, the anniversary date is based upon the date of their Permanent Full-Time employment.

The vacation plan outlined as follows remains in effect during the life of this agreement:

Full-Time Employees:

On 1 <sup>st</sup> anniversary up to and including 4 years of employment	10 days per year
On 5 <sup>th</sup> anniversary up to and including 11 years of employment	15 days per year
On 12 <sup>th</sup> anniversary up to and including 19 years of employment	20 days per year
On 20 <sup>th</sup> anniversary up to and including 25 years of employment	25 days per year
On 26 <sup>th</sup> anniversary	Additional one-half day per each year

Intermediate Employees:

Granted a pro-rated portion of all vacation time based on hours worked.

A. The employee with the most seniority in the department shall receive consideration over other employees with lesser seniority as to when vacation would be taken until April 1<sup>st</sup>. After April 1<sup>st</sup> vacation will be granted on a first come first serve basis. Employees are encouraged to submit vacation requests as early as possible.

B. If a holiday(s) falls within the vacation period of an employee, the employee's vacation time shall be credited the holiday(s) that fall within such period.

C. Employees shall be allowed to accrue up to 30 days of vacation time plus any bonus vacation time awarded. Any vacation accruals must be paid to the employee at the rate of current pay in effect at the time of the payment. Buyouts of vacation time shall be limited to 7 days per year.

D. Employees shall be paid, upon request, for scheduled vacation time in advance prior to taking vacation leave. Payment to be made in the payroll immediately preceding the vacation leave with two weeks' notice by the employee to payroll.

Section 4. **Sick Leave:** All full-time employees, after the completion of ninety (90) days of employment, earn sick leave at the rate of one (1) day per month for the first year. Thereafter, sick leave shall be earned at the rate of 14 days per year, to be awarded January 1<sup>st</sup> for one year to follow with unlimited accumulation.

Intermediate employees shall be granted a pro-rated portion of sick leave benefit.

A. Where absences are of three consecutive days in duration a physician's statement certifying to their illness or disability shall be required by the Department Head or Heads. Additionally, if the Department Head or Heads discerns that a pattern of abuse of sick leave is occurring, the Department Head or Heads shall require a physician's statement at any time.

B. Upon separation or retirement, except discharge, employees shall be paid 100 percent of the value of their sick leave accruals, to a maximum of 150 days accrual, at the current rate of pay in effect at the time of separation or retirement. In the event of death, such amount shall be paid to the estate. Payment under this subsection is to be made within 30 business days of separation or retirement.

C. Employees may use sick leave days for personal illness, doctor appointments, health examinations, and illness or emergencies within the employee's immediate family residing within the employee's home, but shall also include the employee's mother, father and children wherever they reside. The Department Head(s) should be notified of scheduled doctor appointments in a timely manner after the appointment is made.

D. **Sick Time Buy Back:** Employees with more than 30 days accrued sick time and more than five years of continuous service may elect to receive five days' pay in exchange for five sick days annually, payable the first pay in December of each year. To be eligible an employee must maintain 30 sick days.

E. Employees with more than 60 days accrued sick time and more than five years of continuous service may elect to receive ten days pay in exchange for ten sick days annually, payable the first pay in December of each year. To be eligible an employee must maintain 60 sick days.

F. Sick Time Transfer: An employee who has accrued sick leave in excess of 30 days may transfer unused sick leave time to another employee who needs additional time due to extenuating circumstances. To be eligible an employee must maintain 30 days after the transfer. An employee who elects to make such a transfer of sick leave to another employee cannot request to have that sick leave transferred back.

**Section 5. Personal Leave**

A. All full-time employees shall be credited with four (4) personal leave days on January 1<sup>st</sup> of each year. In the event a full-time employee is hired during the year, that employee, upon hire, shall be credited with personal leave days as follows:

January 1 <sup>st</sup> through March 31 <sup>st</sup>	4 days
April 1 <sup>st</sup> through June 30 <sup>th</sup>	3 days
July 1 <sup>st</sup> through September 30 <sup>th</sup>	2 days
October 1 <sup>st</sup> through December 31 <sup>st</sup>	1 day

Personal leave shall be submitted at least two (2) days prior to its use, and be approved in advance by the Department Head or Heads, except for an emergency, and shall not be unreasonably denied.

B. All unused personal leave days as of December 31<sup>st</sup> of each year shall be converted into the employee's sick leave accumulation. However, at the option of the full-time employee, he/she may carry forward from year to year one (1) unused personal leave day to be used the following year, for a maximum of five (5) days to be used.

**Section 6. Worker's Compensation Payment**

All bargaining unit members who receive a Workers' Compensation award or determination as a result of illness or injury due to their employment shall be paid the difference between the award or determination and their full wages for up to ninety (90) days. During said period the bargaining unit member shall suffer no loss of accrued leave.

In the event a claim for a compensable illness or injury is denied by Workers' Compensation, the bargaining unit member shall have the right to utilize his/her applicable accrued leave for the period of disability. Any employee receiving a Worker's Compensation Payment, who during the first 90 days for which they are receiving their full wages under this agreement, fails to adhere to the prescribed treatments established by the Worker's Compensation Program shall not be entitled to full wages and shall use their accrued leave.

**ARTICLE XIII**

**LONGEVITY PROVISIONS**

With respect to employees hired prior to June 1, 2002, the Town of Ulster will provide a sum of two hundred dollars (\$200.00) per year starting after the completion of the fifth (5th) year of service (anniversary date) to be awarded on January 1st of the next year. The date of the longevity provision will be calculated the following January for the past calendar year.

Employees hired after June 1, 2002, shall receive longevity as follows, which shall not be cumulative:

<b>Years of Employment</b>	<b>Amount</b>
Start of 11 <sup>th</sup> year through 15 <sup>th</sup> year	\$1,250 each year
Start of 16 <sup>th</sup> year through 20 <sup>th</sup> year	\$1,750 each year
Start of 21 <sup>st</sup> year through 25 <sup>th</sup> year	\$2,250 each year
Start of 26 <sup>th</sup> year through 30 <sup>th</sup> year	\$2,750 each year
Start of 31 <sup>st</sup> year and each year after	\$3,250 each year

**ARTICLE XIV**

**DISABILITY INSURANCE, HEALTH INSURANCE, AND RETIREMENT BENEFITS**

Section 1. - Disability Insurance: The employer shall provide and pay 100 percent of the cost of New York State Disability Insurance for all employees covered under the agreement in addition to the employees' existing sick leave benefits.

In an instance where an employee wants to diminish the loss of sick leave, such employee shall turn over to the employer, the weekly disability check and in return, the employer shall credit the employee with that portion of the sick leave used in each week which is paid for by the employee's disability check.

Section 2 - Health Insurance:

A. The employer agrees to maintain the present level of medical and dental coverage for covered employees and eligible dependents, and is prohibited from reducing the quality or increasing the employee cost of the plan.

Effective January 1, 2022 through August 17, 2022, employees hired before 6/6/2013 (Tier 1) will contribute \$1,400 pre-tax per year towards health insurance premiums and the Town shall pay the balance of the health insurance premiums.

Final 10/3/22

Effective August 18, 2022, employees hired before 6/6/2013 (Tier 1) will contribute \$1,600 pre-tax per year towards health insurance premiums and the Town shall pay the balance of the health insurance premiums.

Effective January 1, 2023, employees hired before 6/6/2013 (Tier 1) will contribute \$1,800 pre-tax per year towards health insurance premiums and the Town shall pay the balance of the health insurance premiums.

Effective January 1, 2024, employees hired before 6/6/2013 (Tier 1) will contribute \$2,000 pre-tax per year towards health insurance premiums and the Town shall pay the balance of the health insurance premiums.

Effective January 1, 2025, employees hired before 6/6/2013 (Tier 1) will contribute \$2,200 pre-tax per year towards health insurance premiums and the Town shall pay the balance of the health insurance premiums.

Employees hired between June 6, 2013 and December 31, 2014 (Tier 2) shall contribute 15% of the health insurance premium with a maximum of \$2,900 for family or dependent coverage and \$1,900 for individual coverage for the time period January 1, 2022 through August 17, 2022. Employees hired between June 6, 2013 and December 31, 2014 (Tier 2) shall contribute 15% of the health insurance premium with a maximum of \$3,000 for family or dependent coverage and \$2,000 for individual coverage beginning August 18, 2022 through December 31, 2022, a maximum of \$3,100 for family or dependent coverage and \$2,100 for individual coverage in 2023, a maximum of \$3,200 for family or dependent coverage and \$2,200 for individual coverage in 2024, a maximum of \$3,300 for family or dependent coverage and \$2,300 for individual coverage in 2025.

Employees hired between June 6, 2013 and December 31, 2014 (Tier 3) shall contribute 15% of the health insurance premium with a maximum of \$3,200 for family or dependent coverage and \$2,200 for individual coverage for the time period January 1, 2022 through August 17, 2022. Employees hired after December 31, 2014 (Tier 3) shall contribute 15% of the health insurance premium with a maximum of: \$3,300 for family or dependent coverage and \$2,300 for individual beginning August 18, 2022 through December 31, 2022; \$3,400 for family or dependent coverage and \$2,400 for individual in 2023; \$3,500 for family or dependent coverage and \$2,500 for individual in 2024; \$3,600 for family or dependent coverage and \$2,600 for individual in 2025.

Employees hired after the ratification of the Agreement (June 6, 2013) shall enroll in either the Town's MVP or equal plan.

Upon modification or elimination of plan co-pays by the carrier, the Town shall provide the best replacement copay offered by the carrier.

The Dental plan shall be Guardian Dental Life.

B. A committee shall be formed of two management and two union employees to examine any proposed changes to the medical plan and recommend any changes.

C. Any recommended changes involving the lessening of any benefits or the increasing of any employee costs require a vote of the union membership.

D. Upon retirement health coverage contribution by former employee will be as follows:

Over 20 years of service	No health contribution by retiree, 100% of premiums paid by the Town
15-20 years of service	Retiree pays 50% of the contribution paid prior to retirement, the Town to pay the balance of the premiums
10-15 years of service	Retiree pays same contribution paid prior to retirement, the Town to pay the balance of the premiums
0-10 years of service	No health benefits

Employees hired after June 6, 2013, upon retirement, shall contribute 15% towards the health insurance premium with a maximum of per the table below for family or dependent coverage and per the table below for individual coverage in retirement up to the age of 65, after which the employee shall enroll in a Medicare Supplement Plan.

	Family	\$250 PER YEAR INCREASE Individual
2022	\$2,750	\$1,750
2023	\$3,000	\$2,000
2024	\$3,250	\$2,250
2025	\$3,500	\$2,500

E. Insurance “Buyout” – Effective upon ratification (August 18, 2022), an employee who has health insurance coverage from another source may elect to waive insurance coverage through the Town and receive a “buyout”, prorated quarterly of \$3,500 per year. Employees taking advantage of this health insurance buyout will be able to reenter the Town's health insurance coverage plans with a 30 day notice to the employer or during the yearly open enrollment period.

Section 3 - Pension Plan:

The Town of Ulster agrees that the Union can develop for the employees a Pension Plan any time throughout the five-year agreement. The Pension Plan contribution per hour will be a deduction from wages and at no additional cost to the Town. The Town will deduct the amount and forward that amount to the Union for Pension contribution on behalf of the employees.

**ARTICLE XV**

**UNIFORMS**

**Section 1.** The Town shall provide and maintain at its expense, eleven (11) sets of uniforms, two (2) spring/fall jackets, two (2) coveralls and work shoes for all employees of the Highway, Water, Waste Water, Transfer Station, and Custodial Departments. The mechanics will also receive an additional two (2) coveralls, for a total of four (4). Employees must wear uniforms the Town provides.

A. The Town will make an effort to provide the option of work jeans or work pants. Should a dispute arise, the Town agrees to Labor/Management to resolve.

B. The Town will provide an allowance up to \$150.00 per year, for required work shoes which are O.S.H.A. approved upon presentation of valid receipts. Effective August 18, 2022, the Town will reimburse up to \$200.00 per year, for required work shoes which are O.S.H.A. approved upon presentation of valid receipts. Purchase and reimbursement must take place in 4<sup>th</sup> quarter of the year.

C. The Town will provide the following O.S.H.A. approved safety colored clothing for each eligible employee: three (3) t-shirts, one (1) sweatshirt, two (2) mechanic coveralls, and one pair of insulated coveralls each year.

D. The Town will provide the Municipal Code Enforcement Officer with up to three (3) pairs of jeans, up to two (2) pairs of khakis, up to two (2) long sleeve shirts, up to three (3) short sleeve shirts, one (1) three season jacket, and one (1) pair of shoes so long as the total cost does not exceed \$300 per year.

**ARTICLE XVI**

**SENIORITY**

**Section 1.** Employment seniority shall commence on the date of the employee's first hiring by the Town for the purposes of all leave and benefit calculations. For all employees hired after the effective date of this contract the anniversary date is based upon the date of their Permanent Full-Time employment.

**Section 2.** Strict seniority shall be followed for the purposes of layoff and recall. In the event of a layoff, senior employees shall retain the right to return to a position they held in the past. In filling existing vacancies (including promotions), preference shall be given to the senior most qualified employee.

**Section 3.** Rotating seniority by department shall be followed for the purpose of overtime on-call assignments.

Section 4. For the Highway Department employees, the snow removal schedule shall be equalized, with every employee receiving equal opportunity for the overtime.

Section 5. - Abolition of Non-Competitive and Labor Class Positions: In the event of a reduction in force, the employee with the least departmental seniority in the job title shall be excessed first. Any further reductions shall proceed on the same basis.

An employee shall have the right to displace the least senior incumbent (within the department only) in the next lower job title previously worked at that title's rate of pay. For this purpose a job whose title may have been changed through reclassification, and in which the excessed employee had formerly worked subject to the Town Personnel Officer's control shall be considered a "next lower job title previously worked."

Employees who are earning above the base rate who retreat to a lower paying classification shall continue to earn the differential in the new classification.

Probationary, temporary, seasonal and part-time employees shall be laid off before resorting to a job abolition among full-time permanent staff.

## **ARTICLE XVII**

### **TENURE**

After the completion of 18 consecutive satisfactory months of employment with the Town, all employees in the labor and non-competitive class shall be accorded the same rights and privileges that competitive class employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal and suspension.

## **ARTICLE XVIII**

### **DISPUTE, ARBITRATION, DISCIPLINARY & GRIEVANCE PROCEDURE**

Section 1- Purpose: It is the intent of the Town and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedures must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

#### Section 2 – Definitions:

- A. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An "employee" is any person in the unit covered by this agreement.

C. An “aggrieved party” is the employee or group of employees who submit a grievance or the union on behalf of said employee(s).

Section 3 – Submission of Grievances:

A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the department head.

B. Each grievance shall be submitted in writing on a form approved by the Town and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

C. Failure on the part of the Town's representative to answer within the time limit set forth in any step will entitle the Union to proceed to the next step of the grievance procedure.

D. A time limit at any stage of the grievance procedure may be extended by mutual agreement of the parties involved and should be set forth in writing.

E. Any step of the grievance procedure may be bypassed by mutual agreement in writing.

F. In computing time limits under this Article, Saturdays, Sundays and holidays shall not be counted.

Section 4 – Grievance Procedure:

A. The following steps shall be followed by employees and management in the event of a dispute arising from the interpretation of this contract:

1. Either the Unit Shop Steward, the Shop Steward, or the affected employee shall verbally request clarification of the issue from the appropriate Department Head or Heads. The department Head or Heads shall respond within three (3) days.

2. If satisfaction is not reached, the grievance shall be reduced to writing and submitted to the Town Supervisor and/or his designee. The Town Supervisor and/or his designee shall have seven (7) days to submit a written response.

3. If satisfaction is not reached, the Unit Shop Steward or Union Business Agent shall request a meeting with the Town Supervisor. Such meeting shall take place within five (5) working days.

4. If satisfaction is not reached, the Union may submit the matter to the American Arbitration Association for binding arbitration. Both sides agree to abide by the directive of said arbitrator. Loser of the arbitration agrees to pay the cost of the arbitrator.

5. If satisfaction is not reached, it may be referred to an arbitrator by either party. If either party cannot mutually agree on an arbitrator, the matter shall be referred to the Director of Conciliation of the New York State Public Employment Relations Board. The parties shall accept an arbitrator in accordance with the rules of the Board. The arbitrator shall have the authority to make a final and binding award on the grievance, but shall not have the authority to amend, modify or delete any provisions of this agreement. The arbitrator shall be urged to render a decision within fifteen (15) days.

Section 5. – Arbitration

A. Upon receipt of the names of the proposed arbitrators, the Town and the Union shall individually select names from the list until one ultimately is designated as the arbitrator.

B. The arbitrator's decision will be in writing and will set forth the arbitrator's findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the agreement. The Arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. "The decision of the arbitrator shall be final and binding on both parties."

C. The cost for the services of the arbitrator will be borne by the losing party.

Section 6. – Disciplinary Procedure:

A. No employee shall be disciplined or discharged except for just cause.

B. In the event that an employee shall be subject to disciplinary procedure, the Employer shall follow the procedures set forth in Section 75 of the of the Civil Service Law, as outlined beginning on page 52 of the Town of Ulster Employee Handbook.

C. Any employee who has requested to discuss with the Employers' representative any matter which could possibly lead to disciplinary action by the Employer shall have the right to be represented by a Union representative at such time.

D. The Union on behalf of any employee believing himself or herself aggrieved by the Section 75 process shall have the right to refer the disciplinary proceeding to arbitration, by the arbitration process as agreed in this contract.

E. The Employer and the Union agree to try and resolve any possible disciplinary proceedings through informal discussions first.

**ARTICLE XIX**

**JOB AND WORK SECURITY**

Section 1. Work usually performed by the employees covered under this agreement shall not be contracted out if it will result in a loss of employment to employees covered by this agreement.

Section 2. Any employee may be assigned temporarily to perform duties of a higher classification in an emergency situation. In such event, the employee is to be compensated for at the higher rate of pay if acceptable. No employee will be required to work in a higher classification for more than 20 work days per year. During said 20 days, employees shall receive a differential of \$.20 per hour for each hour worked in such higher classification (title).

Section 3. An employee who is assigned temporary duties of a lower classification, shall be compensated at the employee's regular rate of pay. An exception to this clause would be when an employee is moved down in classification due to disciplinary action which is agreed to by the Union and the Town.

Section 4. If a layoff (reduction in force) affected permanent employees shall be given 30 calendar days' notice of such layoff. The Town reserves the right, at its option, to provide pay in lieu of such notice.

Section 5. The Town of Ulster when utilizing Laborers Local 17 members for the position of Supervisor of part-time summer help must follow the procedure set forth in the current agreement under Article XXIV, Job Postings.

Section 6. Members in each department, (Water, Sewer, Highway and all others) will nominate one Shop Steward who will represent their department and must be approved and appointed by the Union and will be recognized by the Town of Ulster as Shop Stewards. The Union also shall appoint a Unit Shop Steward who shall be responsible to the Union and Town regarding all employee matters. The Union reserves the right to remove a Shop Steward or Unit Shop Steward at any time. The Union will provide the Town Supervisor a list of Shop Stewards and will notify the Town Supervisor within fourteen (14) days of any changes.

**ARTICLE XX**

**RECIPROCAL RIGHTS**

Section 1. The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities subject to the Town's approval of the content of such notices and communications. The officers and agents for the Union shall have the right to visit employee facilities for the purpose of adjusting grievances and administering the terms and conditions of this employment.

Section 2. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of the Labor Agreement shall be permitted a reasonable amount

of time free from their regular duties to fulfill their obligations which have as their purpose the maintenance of harmonious and cooperative relationship between the Town and the employee and the uninterrupted operation of the Town government.

It is important for the Town employee who is released with pay for Union business and the Union itself to recognize that the regular operation of the Town are not to be disrupted due to the employee's absence. The employee and/or the organization are to file the appropriate leave form in advance to the Department Head or Heads or Designee so that the position of the Employee(s) involved can be covered so that there is no disruption in either Town or Department operation.

A Union employee who is designated in accordance with the provisions of the Labor Agreement to be absent for Union business shall also maintain a log of such Union activity that occurs during the employee's work day. The log shall show the time of day of each occasion when the employee began attending to such Union business, the time of day when the employee ceased attending to such Union business and the date of the occurrence. It will not be necessary for the log to show Union activity which required less than 15 minutes of the employee's time in relation to any one matter, but it shall be necessary for the log to show the nature of the Union business. The log shall be made available to the Department Head or Heads or designee at his or her request.

Prior to arrival at destination, the Union representative shall notify the Department Head or Heads or designee of the intended presence and estimated duration of stay.

The union representative shall, upon return to the work area, notify the Supervisor of the time of return.

Section 3. The Union agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement. The Union and its members will use their best endeavors to protect the interests of the Town to conserve the property, protect the public and to give service of the highest quality.

Section 4. The Town shall give release time with pay to five members of the bargaining unit to participate as the Union Negotiating Committee in negotiating their contracts, if any negotiating sessions are held during working hours.

Section 5. The Town shall provide the Union with the use of a Town meeting room for the purpose of conducting monthly or special Union meetings.

Section 6. The Town shall allow PWA insurance solicitation to be conducted by those individuals designated by PWA. Such solicitation will be conducted so as not to interfere with the employees' work schedule.

Section 7. The Town and the Union shall continue to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

**ARTICLE XXI**

**WORKING CONDITIONS**

The Town or its designee shall notify the Union at least seven days in advance of any change in working conditions or working methods, except where such a change is required because of an emergency or major disaster over which the Town has no control.

**ARTICLE XXII**

**LEAVES**

Section 1. - Maternity Leave: A pregnant Town employee, employed by the Town for 26 weeks or more, shall be granted a leave of absence without pay for a period of up to 12 months. The employee shall report to the appropriate Department Head or Heads existence of pregnancy not later than the fourth month. The Department Head or Heads and the employee shall decide when the leave shall begin and the length of the leave. The employee may continue to work up to the ninth month of pregnancy if such employee desires. However, the employee must provide the employer with a physician's statement of physical fitness to continue to work beyond the sixth month. The employee shall be allowed to reduce the twelve month period of leave or other designated period by using any or all of her earned leave credits. A physician's statement shall be required prior to the return of the employee to duty.

Section 2. - Military Leave: All employees covered under this agreement called to active duty who are in the Reserves or National Guard or those who have enlisted or are subject to call by the Draft Board shall receive a military leave of absence. Upon return from duty, the employee shall be given back the job or position left. Employees will receive their regular pay and other benefits in accordance with NYS and/or Federal Military Law.

Section -3. - Bereavement: In the event of a death in the immediate family, an employee shall be allowed four bereavement days with pay for each such death. The immediate family shall be defined as: husband, wife, son, daughter, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, grandchildren, stepchildren or any person residing in the immediate household of the employee. In the event of the death of an aunt or uncle, an employee shall be allowed one (1) bereavement day with pay for such death, limited to one death per calendar year. The employer may request the employee to submit proof for the purposes of payment under this provision.

Section 4. Another circumstances not covered in this article will be at the discretion of the department head subject to Town Board approval.

**ARTICLE XXIII**

**JURY DUTY AND/OR COURT APPEARANCE**

Section 1. On proof of the necessity of jury services or appearances as a witness to subpoena or other order of the court an employee shall be granted a leave of absence with pay with no charge against leave.

The employee shall be entitled to the difference between the daily pay less fees received as a witness or juror. Mileage fees are retained by the employee.

**ARTICLE XXIV**

**JOB POSTING**

Section 1. When a job vacancy or vacancies occur within Town employment, the Town will be responsible for delivering enough copies of the announcement(s) to the Unit Shop Steward to post internally for 5 working days. The Unit Shop Steward will clearly indicate the "initial date" of posting on the announcement(s) then promptly place such announcement(s) in all work locations of employees who may be affected by the vacancy(s). Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment, rate of pay(s) and the number of vacancy(s) and work location(s) of the vacancy(s).

Section 2. When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice therefore, with the appointing authority provided, however, that such notice must be filed within seven (7) working days following announcement of the vacancy.

**ARTICLE XXV**

**LABOR/MANAGEMENT COMMITTEE**

Section 1. The parties hereto believe to continue a harmonious and cooperative relationship and to increase the efficiency and welfare to the Town, periodic meetings of a Labor/Management committee be established, wherein both the complaints, eliminate problems or resolve potential grievances.

Section 2. The Committee shall meet, preferably on a quarterly basis, but at a time and date mutually determined by members of the Committee. Such meetings may be mutually canceled or adjourned. The third week of the following months will be scheduled for Labor/Management Committee meetings: January, April, July and October.

**ARTICLE XXVI**

**SEPARABILITY**

Section 1. If any article or part of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to the enforcement of any article or a part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

Section 2. If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such article or part thereof.

**ARTICLE XXVII**

**LEGISLATIVE ACTION**

Section 1. Pursuant to law, "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

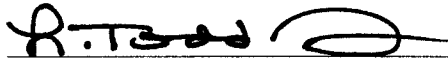
**ARTICLE XXVIII**

**TERM OF AGREEMENT**

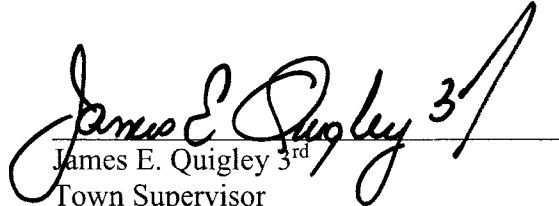
This Agreement shall become effective January 1, 2022 and shall continue to the close of business December 31, 2025.

In the event this Agreement expires and there is no successor collective bargaining agreement or compulsory interest arbitration award issued, all terms and conditions of employment shall remain in full force and effect until such time as the parties negotiate a successor collective bargaining agreement or compulsory interest arbitration award alters any terms and conditions of employment.

In witness whereof, the parties have executed this Agreement as of the 11<sup>th</sup> day of October, 2022.



L. Todd Diorio  
Business Manager  
Laborers Local 17



James E. Quigley 3<sup>rd</sup>  
Town Supervisor  
Town of Ulster