

# *Agreement*

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by and between the



Town of Shandaken

and



CSEA Local 1000 AFSCME,  
AFL-CIO

Town of Shandaken Unit # 8959  
Ulster County Local 856

January 1, 2024 – December 31, 2028



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**Collective Bargaining Agreement Between the Town of Shandaken and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, The Town of Shandaken Unit 8959, Ulster County Local 856**

# Preamble

It shall be the public policy of the Town of Shandaken, and the purpose of this agreement, to promote harmonious and cooperative relationships between the Town of Shandaken and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This Agreement is made between the Town of Shandaken, hereafter referred to as the "Employer" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the Town of Shandaken Unit 8959, Ulster County Local 856 with its parent headquarters at 143 Washington Ave., Albany, NY 12210, hereinafter referred to as the "Union."

## Article I Recognition

The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article II of this Agreement for the purposes of collective bargaining and grievance and contract administration for the maximum period provided under Article XIV of the New York State Civil Service Law.

## Article II Collective Bargaining Unit

The collective bargaining agreement unit shall consist of all employees working for the Town of Shandaken Highway Department and Park Department, except employees holding the following titles: Superintendent, Secretary to the Superintendent.

## Article III Dues Deduction

The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, NY 12210, or the agent designated by the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, NY 12210, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions. The Employer shall also deduct an amount equivalent to the CSEA dues for employees of the bargaining unit who choose not to become CSEA members, but sign a dues deduction card as a non-member and remit said deductions to CSEA as specified herein. All remittance of member dues and non-member dues shall be done within 30 days of the deduction.

## Article IV Union Rights

The Union shall have the sole exclusive right, with respect to other employee organizations, to represent all employees in the heretofore defined bargaining 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 officials of the Town or other government or court to effect such representation, to direct, manage and govern its own affairs; to determine those such matters which the membership wishes to negotiate, grieve, litigate or pursue free from any interference, restrain, coercion or discrimination by the Town or any of its professional, legal, technical or specialized services.

The Employer shall notify the Union of a new hire within one week of hire. Such notification shall include the new employee's name, home address, phone number and job title. The Union shall be afforded time to meet with the new hire, during work hours, for a period of up to 45 minutes, without any charge to leave accruals, or loss of pay, for the new hire and/or union representative. Additionally, the Employer shall furnish the Union, on or about January 1<sup>st</sup> each year, a list of all bargaining unit employees inclusive of name, home address, phone number, hire date and job title.

## **Article V Management Rights**

The Employer shall have the right to discipline and discharge employees for cause, to determine what work needs to be done, to direct and assign employees to do such work, to make purchases of equipment and supplies, to contract-out work provided such contracting-out does not result in the reduction of hours or layoff of employees covered by this Agreement. All such rights shall be exercised in accordance with this Agreement and any applicable laws, rules, regulations, or statutes.

## **Article VI No Strike – No Lockout**

### **Section 1.**

The Union affirms that it does not assert the right to strike against the Employer, nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on such employees to conduct, assist in, or participate in a strike.

### **Section 2.**

The Employer affirms that it does not assert the right to lockout the Union, its employees, or any employee of the Employer, nor will it assist or participate in any such lockout by any of its administrators or supervisors to conduct, nor will it impose any obligation on said administrators or supervisors to conduct, assist in or participate in a lockout.

## **Article VII Work Day – Work Week**

### **Section 1.**

The work day for all employees covered by this Agreement shall be from 6:30am to 3:00pm all year, including an unpaid half-hour (1/2 hr.) lunch period. The work week shall extend from Monday through Friday of each week and shall be of forty (40) hours duration.

### **Section 2.**

Starting on the first Monday in May, through and including, the last full week in September, employees covered by this Agreement shall have the option of working four (4) ten (10) hour days. The majority (50% plus one employee) of covered employees have to agree to the schedule at least one week prior to the first Monday in May for each contract year. Employees will not be paid overtime during their regular ten (10) hour day until they have already worked ten (10) hours on said day. When employees are on the ten (10) hour schedule, they will be entitled to a fifteen (15) minute break in the afternoon, in addition to the fifteen (15) minute break they already receive in the morning.



## **Article VIII Compensation**

### **Section 1. Rate Increases**

Hourly rates of employees holding titles covered by this Agreement are stated in Appendix "A."

Effective January 1, 2024, salary schedule to be increased by 7%

Effective January 1, 2025, salary schedule to be increased by 7%

Effective January 1, 2026, salary schedule to be increased by 5%

Effective January 1, 2027, salary schedule to be increased by 4%

Effective January 1, 2028, salary schedule to be increased by 4%

### **Section 2. Compensatory Time**

The Employer shall pay employees at the rate of one and one-half the employee's normal rate of pay for all work performed which is in excess of eight (8) hours per day or forty (40) hours per week and for all work performed on Saturdays, Sundays and Holidays. Paid leave shall be counted as time worked in the computation of overtime. Employees not having enough paid leave to equal forty (40) straight time hours shall not receive time and a half for work performed on Saturdays and Sundays, until actually accruing (through actual work and/or paid leave) forty (40) hours of straight time hours. Work performed on Holidays shall continue to be paid time and a half regardless of the straight time hours for the week.

Any employee who is entitled to overtime shall have the option of compensatory time off, in lieu of paid overtime. Such compensatory time off shall be earned at the rate of time and one-half. Employees shall be required to provide their desired selection on forms provided by the Employer, at least once each year. Such selection of either paid overtime, or compensatory time off, shall remain in effect until the employee submits a new designation form. Employees may only bank eighty-six and two thirds ( 86.67) hours of overtime to equal a total of one hundred thirty ( 130) hours of compensatory time. Compensatory hours shall be carried over from year to year, and when used shall be paid at the employee's current hourly rate. Unused compensatory time shall be paid out upon separation for any reason at the employee's then current rate of pay.

### **Section 3. Holiday Pay**

Any employee required to work on a holiday listed under Article IX of this Agreement shall be paid holiday plus time and one-half for all hours worked.

### **Section 4. Pay Day**

All employees shall be paid once per week, before 12pm (noon) on Friday.

### **Section 5. Call-In Pay**

There shall be a minimum of two (2) hour guaranteed call-in at the appropriate rates. Should the employee complete the emergency work prior to the end of the two (2) hour period, he shall be permitted to leave work without a loss of the call-in pay. If the work in question takes more than two (2) hours to complete, the employee shall receive pay to the next one hour increment and in one hour increments beyond. (i.e., If the work in question takes two hours and fifteen minutes to complete, the employee is paid for three hours. If the work in question takes three hours and ten minutes to complete, the employee is paid for four hours, etc.)



## **Section 6. Longevity Pay – Employees Hired Prior to January 1, 2013 Only**

Effective January 2024 and forward, employees hired prior to January 1, 2013, shall receive an annual longevity payment of \$500.00 (five hundred dollars) to be paid during the first payroll in January each year.

## **Article IX Holidays**

All employees shall be given the following holidays off with pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Election Day (County, State and Federal)
Juneteenth	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve

Should any of the above dates fall on a Saturday, the Employer shall give all employees the preceding Friday off with pay. Should any of the above days fall on a Sunday, the Employer shall give all employees the following Monday off with pay. Should the holiday fall during an employee's vacation or other paid leave day, such employee shall not be charged for use of accrued paid leave on that day. Employees working the ten (10) hour schedule will receive ten (10) hours of straight time pay if the holiday falls on a day that they would have been scheduled to work. Employees shall receive eight (8) hours of straight time pay if the holiday falls on a day that they would not have been scheduled to work. Employees shall still receive premium pay if they are required to work any holiday.

To be eligible for Holiday Pay, an employee must work his scheduled day before and his scheduled day after the Holiday, or be absent on paid leave. Employees not having enough paid leave to fully cover their absence before and/or after a Holiday shall not receive pay for the Holiday.

## **Article X Paid Leave**

### **Section 1. Sick Leave**

Employees shall earn sick leave at the rate of twelve (12) days per year, six (6) on January 1<sup>st</sup> and six (6) on July 1<sup>st</sup>. Sick leave shall carried from year to year and shall be accumulative to the extent of 165 days total. Upon death, separation or retirement an employee or their (his/her) estate, as the case may be, shall be paid for all unused accumulated sick days at the current rate of the employee or have the option to take the days off. The Employer shall provide Option 41J of the New York State Retirement System regarding unused accumulated sick days. The Employer shall not pay out for unused sick time accruals if an employee is brought up on disciplinary charges and terminated as a result of the charges.

The Employer may request the employee to provide medical documentation for their return to work after being out for five (5) consecutive work days.

An employee shall have the option of selling back sick days (must be in forty {40} hour increments) to the Employer. An employee can sell back a maximum of fifteen (15) days per year; as long as the employee maintains thirty (30) days of sick leave on the books.

An employee shall only be allowed to use accumulated sick days. There shall be no advancement of sick days.

## **Section 2. Vacation Leave**

Employees shall be entitled to paid vacation in accordance with the following schedule:

After 1 year of continuous employment.....40 hours  
After 3 years of continuous employment.....80 hours  
After 6 years of continuous employment.....120 hours  
After 10 years of continuous employment.....160 hours  
After 20 years of continuous employment.....200 hours

Vacation hours can only be used in ½ day or full day increments.

Prior to December 1<sup>st</sup> of each year, an employee shall have the option of being reimbursed for vacation hours given back to the Employer, only in twenty (20) or forty (40) hour increments, to a maximum of sixty (60) hours annually and receive such payment no later than the next pay day, providing the employee gave notice of such reimbursement prior to payroll being sent in for that pay day. If the notice was given too late, the employee will be paid the following pay day.

No employee shall be allowed to carry over any vacation hours into the next year. Any vacation hours remaining after December 29<sup>th</sup> each year shall be lost.

Upon death, separation or retirement and employee or his/her estate, as the case may be, shall be paid for all unused vacation hours, at the employee's current rate of pay.

## **Article X Paid Leave (continued)**

### **Section 3. Personal Leave**

Each employee shall be allowed forty-eight (48) hours personal leave during each year of his employment, following completion of his/her probationary period. Personal hours are to be used for the conduct of employee's personal business which cannot be conducted during times other than normal working hours. The Employer shall not unreasonably withhold permission from the employee to use personal hours. Personal leave must be taken in half-hour (1/2 hr.) increments.

### **Section 4. Jury Duty**

Any employee required to serve on a jury, or subpoenaed as a witness in a court or other proceeding, shall be paid the difference between his normal rate of pay for the period of such service and the sum received for such service (excluding sums received for mileage.)

### **Section 5. Leaves Required By Law**

The Employer shall grant all other leaves as are now, or may be in the future, required by law.

### **Section 6. Bereavement Leave**

Each employee shall be credited with five (5) bereavement days, per occasion, which may be used only in case of death of an employee's parent, sibling, spouse/domestic partner, child, grandchild, son/daughter-in-law or parent-in-law. Each employee shall be credited with three (3) bereavement days, per occasion, which may be used only in case of death of an employee's grandparent, brother/sister-in-law, or grandparent-in-law. Each employee shall be granted one (1) bereavement day, per occasion, which may be used only in case of death of an employee's uncle, aunt, cousin and the like for a spouse/domestic partner's family. Each bereavement day will be paid as eight (8)



straight time hours. Each bereavement day will be paid as ten (10) straight time hours, when working ten (10) hour days.

### **Section 7. Volunteer Firefighters**

An appointing authority shall excuse a reasonable amount of tardiness or lost time caused by direct emergency duties of duly authorized volunteer firefighters. This includes lateness or absence caused by loss of time to prepare for work, or loss of proper sleep, due to an emergency. The emergency did not have to be in progress at the start of the employee's work day. Employees may be required to submit evidence that the lateness was due to such emergency, signed by the chief or other officer. Employees shall also be allowed to leave work early, if such an emergency situation arises that deems it necessary. Employees should use discretion in determining if it is necessary to leave. The appointing authority shall review the amount of exercised leave if necessary. Any employee affected by this will be required to submit a letter verifying his/her membership in such an organization. The Town will have the authority to request an update of this letter as necessary.

## **Article XI Discipline and Discharge**

All employees shall be covered by Sections 75 and 76 of the New York State Civil Service Law after six (6) months of employment with the Employer. Disciplinary action sought under this article will be based on the Town of Shandaken Work Rules for Highway Employees, as set forth by the Superintendent of Highways. All employees will be furnished with a copy of said work rules, which each employee must sign receipt of, in January of each year. Work rules will remain posted at all times, on a bulletin board by the time clock in the garage.

## **Article XII Working Conditions**

### **Section 1. Equipment**

The Employer shall provide all employees with work gloves, rain boots, rain gear and hard hats, as required.

All employees of the Town of Shandaken shall wear or use all safety equipment furnished by the Town. Both the Union and the Highway Superintendent shall mutually agree on an appointment of a safety officer.

The Employer shall provide an annual \$400 net tool allowance to each mechanic when the majority of tools used in the performance of his duties are his own personal tools and are available for use by the Town Highway Department and the tools purchased are for use by the Town Highway Department, said mechanic retains personal ownership of tools purchased.

### **Section 2. Work-related Injury and Disability Pay**

Each employee shall discharge his obligation to the Employer as safely as possible. Any employee who is injured or disabled on the job shall report such injury or disability as soon as possible to his superior. Every employee who is injured during the course of his employment shall receive the regular pay while out on Worker's Compensation to a maximum of six (6) months without charge to or loss of his/her accruals. If the employee chooses to use his accrued leave, the Town shall, upon receipt of the employee's Compensation payments, restore to the employee, the full time of accrued time the employee has used to recover from the injury, to the limit of such employee's accrued leave.

### **Section 3. Health and Safety**

The Employer shall provide safe and sanitary work sites, equipment and facilities. Employees shall not imbibe alcoholic beverages during work hours.



#### **Section 4. Plowing and Sanding**

No employee shall be required to operate a vehicle with a wing attached engaged in plowing snow or sanding unless another employee is also assigned to the same vehicle. However, a vehicle in excess of 26,000 lbs. (GVW) without a wing may be operated by one employee during a declared State of Emergency or shortage of manpower.

Effective November 1, 2023, and forward there shall be no restriction on the Town to assign an employee to operate a vehicle alone with a wing attached.

Effective the first payroll in November 2023, all employees shall receive a one-time payment of \$500.00 (five hundred dollars).

The Town shall be required to employ at least twelve (12) full-time employees represented by this agreement. If there is a point when there are less twelve full-time employees employed, the Town shall be required to make all reasonable efforts to fill the position(s) and provide the evidence and results of those efforts until there are at least twelve full-time employees again.

All employees, except laborer position, must have and maintain a New York State Commercial Driver's License (C.D.L.). All safety regulations and policies regarding snow plowing and/or sanding duties shall be established and mutually agreed upon in Labor/Management Committee and that the mutually agreed Safety Officer shall enforce same.

### **Article XII Working Conditions (continued)**

#### **Section 5. Assignment of Overtime**

Unless all employees are called out for overtime, the Employer shall use the following procedure for all overtime assignments:

- a) The Employer shall establish an overtime list by seniority and post same on bulletin board available to all employees, to assure equal opportunity to work overtime.
- b) On each occasion when overtime is work is necessary, the Employer shall refer to the lists to determine what job title(s) is(are) necessary to accomplish the task(s). The Employer's determination of the title(s) required shall be based on the type of work to be done and the description for each title. Having determined the necessary title(s), the Employer shall call out employees on the list, starting at the top of the list.
- c) Any employee who is called and refuses the overtime, or who accepts and works overtime, shall have his/her name moved to the bottom of the list.
- d) The Employer shall not arbitrarily change the working hours of employees to avoid the payment of overtime.

#### **Section 6. Posting and Promotion**

The Employer shall post all job vacancies at least ten (10) working days in advance of when the position is to be filled. Where more than one (1) employee applies for a position, such position shall be given to the most senior and qualified employee. If in the judgment of the Highway Superintendent, the most senior employee is not qualified to fill the vacancy, the Superintendent shall



appoint the next most senior and qualified employee who applies for the vacancy. The Superintendent of Highways shall give to the most senior employee, a written statement detailing the reasons why he/she was not chosen for the vacancy. Such statement shall be grievable.

### **Section 7. Out-of-Title Work**

An employee assigned below his/her title shall suffer no loss of pay. An employee assigned to duties above his title shall receive the higher rate of pay after working more than four (4) hours in the higher position provided, however, employees currently receiving Hiring Rate pay and beyond, shall receive an identical current incremental rate increase for the Out-of-Title work performed (the amount above hiring rate they are currently added to the hiring rate for the job being performed). Employees already earning job rate shall be paid the job rate of the higher title they are performing.

### **Section 8. Personal History Folder**

An employee shall have the opportunity to review his/her personal history folder in the presence of an appropriate Town official upon adequate notice to the Highway Superintendent and to place in such file a response to anything contained therein which such employee deems to be adverse.

### **Section 9. Uniforms**

The Employer shall provide uniforms at no cost to the employees covered by this Agreement. The Employer shall also provide each employee covered by this Agreement a safety boot allowance of \$300.00 (three hundred dollars) cumulatively annually, which shall be paid to each employee within 30 days of the employee submitting a receipt showing the purchase of safety boots. Alternatively, the Town shall provide up to \$300.00 (three hundred dollars) cumulatively annually toward the purchase of safety boots at a vendor(s) selected by the Town if an employee chooses to utilize the selected vendor(s). Employees may submit receipts for safety boots, or obtain safety boots from the vendor multiple times throughout the year, but the reimbursements or vendor purchases shall be capped at a maximum of \$300.00 total through all sources for each year cumulatively.

### **Section 10. Layoff Order**

In the event of any layoff by the Employer, unit employees shall be laid off in the inverse order of in-title seniority among employees holding such titles in the employ of the Town. The President of the Union shall have super seniority for layoff and recall rights. The President shall be the last person laid off in his job title, regardless of his date of hire.

Employees who are laid off shall, for up to four calendar years from their layoff date, have the right to recall to availability vacancies based upon seniority.

### **Section 11. Ambient Temperatures**

The Town agrees to restrict, insofar as possible, the scheduling of outdoor maintenance work where the ambient outdoor temperature is zero (0) degrees Fahrenheit or below, or ninety-five (95) degrees Fahrenheit or above. In addition, the necessity of scheduling of outdoor routine maintenance work during periods of extreme wind chill shall be carefully evaluated to avoid exposure of employees to the possibility of frostbite, hypothermia or heat exhaustion, respectively. Where such work is unavoidable, employees shall be provided a rest break of ten (10) minutes, once each hour, for the purpose of warming or cooling him/herself in a town-owned vehicle, where such heating and/or air conditioning is available. At the discretion of the Highway Superintendent, employees may be dismissed for the day without loss of pay or accruals due to ambient temperature issues.

## Section 12. C.D.L. Reimbursement

Any employee requiring a New York State Commercial Driver's License as a condition of employment, shall be reimbursed for the cost of all fees associated with the renewal of the license, including the costs of physicals, or any other requirements.

## Article XIII Health Insurance and Retirement

### Section 1. Health Insurance

The Town shall participate in a health insurance plan for the benefit of its employees and that if any change of health insurance plan occurs, that the new plan shall be equivalent to, or better than, the amount of health care coverage previously provided.

All options are divided up into Family, Two-person, or Single Coverage and with or without Dental Coverage. The contribution to be paid for Health and Dental, by an employee hired before January 1, 2013, shall be as follows:

Single Coverage:	5 % of total premium
Two-person Coverage:	10% of total premium
Family Coverage:	10% of total premium

The contribution to be paid for Health and Dental coverage, by an employee hired after January 1, 2013, shall be as follows:

Single Coverage:	25% of total premium
Two-person Coverage:	25% of total premium
Family Coverage:	25% of total premium

However, for employees hired after January 1, 2013, and effective January 1, 2024, and forward, the premium contribution paid by an employee, based on the chart above, shall be reduced by 5% for each five years of continuous service until an employee reaches a level of 10% of total premium contribution. Therefore, an employee with 5 years of continuous service would pay a 20% contribution; an employee with ten years of continuous service would pay a 15% contribution and an employee with 15 years of continuous service would pay a 10% contribution. Years of continuous service shall be calculated based on the employee's most recent hire date with the Town. Employees hired after January 1, 2013, who already have reached any of these years of continuous service shall be reduced accordingly based on their years of service already worked.

The Town shall provide the Union with sixty (60) days, where practicable, but not less than thirty (30) days written notice of its intention to change health insurance carriers, included in the notice will be all relevant information available concerning the proposed new carrier.

### Dental Coverage

Effective as soon as practicable and permitted by the plan, after ratification in 2021 and forward, The Employer shall provide the CSEA EBF Sunrise Dental Insurance Plan, subject to the health insurance employee percentage contributions listed above.

The employees agree to pay, by payroll deduction, and under the IRS Flex 125 account, their required portion of the Health and Dental Insurance premiums.

## Vision Coverage

Effective as soon as practicable and permitted by the plan, after ratification in 2021 and forward, The Employer shall provide 100% of the CSEA EBF Gold 12 Vision Insurance Plan.

## Section 2. Retirement

*Retirement* is defined as receiving a pension from the New York State Retirement System.

Employees shall participate in the New York State Retirement Plan 70a, otherwise known as the one sixtieth (1/60) plan.

If hired prior to January 1, 2012

The Town shall pay 75% of the cost of health insurance for retirees and their dependents when such retiree has worked continuously full-time for the Town of Shandaken Highway Department for ten (10) years. The Town shall pay 100% of the cost of health insurance for retirees and their dependents when such retiree has worked continuously full-time for the Town of Shandaken Highway Department for fifteen (15) years.

If hired after January 1, 2012

The Town shall pay 75% of the cost of health insurance for retirees and their dependents when such retiree has worked continuously full-time for the Town of Shandaken Highway Department for twenty (20) years.

The Town shall pay 100% of the cost of health insurance for retirees and their dependents when such retiree has worked continuously full-time for the Town of Shandaken Highway Department for twenty-five (25) years.

However, for the purpose of retirement health insurance, an employee who is rehired by the Town shall receive credit from their prior years of Town employment toward their years of continuous employment in this section based on the following qualifications:

- a. After one year of employment after being rehired: An employee shall receive credit for 50% of their prior years of service to be counted toward their years of continuous employment for retirement health insurance in this section. For example: If an employee is rehired and had six years of prior employment with the Town before permanent separation, that employee would get three years of credit for their prior employment toward their overall continuous employment toward retirement health insurance. For example, if that employee works ten years after rehiring, that employee would have thirteen years of continuous service toward the necessary years to be qualified for retirement health insurance.
- b. After fifteen years of employment after being rehired: An employee shall receive credit for 100% of their prior years of service to be counted toward their years of continuous employment for retirement health insurance in this section. For example: If an employee is rehired and had ten years of prior employment with the Town before permanent separation, after working fifteen years from the date of rehire, that employee would get the full ten years of credit for their prior employment toward their overall continuous employment toward retirement health insurance. For example, if that employee works fifteen years after

rehiring, that employee would have twenty-five years of continuous service for the purpose of retirement health insurance.

Upon death of the retiree, the Town shall pay 100% of the cost of the health insurance for the retiree's dependents. Dependents must use the plan(s) offered to Town employees for each current year. Spousal dependents are eligible until age 65 where dependent is eligible to receive Medicare and the Town shall supply 100% of the cost of the currently offered Town supplemental plan. Child dependents are eligible unless they are eligible for a health care plan through their own employer.

### **Section 3. Disability**

Disability Insurance Plan with employee contribution of sixty cents (\$.60) per week.

## **Article XIV Reciprocal Rights**

### **Section 1. Non-Discrimination**

The Employer shall administer this contract in a fair and impartial manner. The Employer shall not discriminate among employees for reasons of sex, age, race, national origin, religion or union activity.

### **Section 2. Union Officers**

Employees designated or elected as Union Officers or Agents shall be permitted a reasonable amount of time free from their regular duties to process grievances and generally administer the terms and conditions of this Agreement. In addition, The Employer shall grant a total of ten-man days per year without loss of any or charge to accrued leave to the Unit President or his designee to attend Union Conventions and Workshops and off-site meetings, with information/documentation provided to the Town stating the general nature and dates of the conventions/workshops/off-site meetings.

## **Article XV Grievance Procedures**

### **Section 1. Intent**

It is the intent of the Employer 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 procedure must be made available to employees without fear of discrimination because of its use.

### **Section 2. Process**

Any dispute involving terms and conditions of employment shall be processed according to the following procedure:

- Stage 1.** The dispute shall be presented in writing to the employee's immediate supervisor who shall render a written decision within five (5) working days.
- Stage 2.** In the event the employee receives no written response within the allotted time, or the dispute is not satisfactorily resolved, the dispute shall be presented to the Superintendent who shall render a written decision to the employee within five (5) working days.
- Stage 3.** In the event the employee receives no written response within the allotted time, or the dispute is not satisfactorily resolved, the dispute shall be presented to the Town Board, or its designee, who shall render a written decision to the employee within five (5) working days.



- Stage 4.** In the event the employee receives no written response within the allotted time, or the dispute is not satisfactorily resolved, the Union or Employer may request arbitration by PERB. The arbitrator to hear the dispute shall hold a hearing and render his decision within thirty (30) days of the close of the hearing.

## **Article XVI Separability**

### **Section 1. Legality**

If any Article, or part thereof, of this Agreement, or any addition thereto, should be decided as being in violation of any federal, state or local law, or if adherence to or enforcement of any Article, or part thereto, should be restrained by a court of law, the remaining Articles of this Agreement and any additions thereto, shall not be affected.

### **Section 2. Procedure**

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

## **Article XVII 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.

## **Article XVIII Duration**

THIS AGREEMENT SHALL BECOME EFFECTIVE JANUARY 1, 2024, AND CONTINUE UNTIL THE CLOSE OF BUSINESS DECEMBER 31, 2028. IF A SUCCESSOR AGREEMENT SHALL HAS NOT BEEN EXECUTED BY THE LATTER DATE, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT FOR A REASONABLE PERIOD OF TIME THEREAFTER

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN SIGNED BY THE DULY AUTHORIZED OFFICERS OF THE RESPECTIVE PARTIES ON THE DATE AND YEAR INDICATED.



TOWN OF SHANDAKEN

DATE:

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Peter DiSclafani, Supervisor

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Eric Hofmeister, Highway Superintendent

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

DATE:

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Howard Baul, CSEA LRS

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Derek Stapleton, Unit President



**Appendix A**  
**Wage Scale : Hourly Rate**  
**\*HR – Hiring Rate \*JR – Job Rate**

<u>Job Title</u>	<u>7%</u> <u>1/1/2024</u>		<u>7%</u> <u>1/1/2025</u>		<u>5%</u> <u>1/1/2026</u>		<u>4%</u> <u>1/1/2027</u>		<u>4%</u> <u>1/1/2028</u>	
	HR	JR	HR	JR	HR	JR	HR	JR	HR	JR
Laborer	22.69	25.03	24.28	26.78	25.50	28.12	26.52	29.25	27.58	30.42
M.E.O	25.22	27.83	26.99	29.78	28.34	31.27	29.47	32.52	30.65	33.82
H.M.E.O.	27.49	30.10	29.41	32.21	30.89	33.82	32.13	35.17	33.42	36.58
Mechanic	28.69	31.30	30.70	33.49	32.24	35.17	33.53	36.58	34.87	38.04
Lead Mechanic	31.23	33.81	33.42	36.18	35.09	37.99	36.49	39.51	37.95	41.09
Work Foreman	31.23	33.81	33.42	36.18	35.09	37.99	36.49	39.51	37.95	41.09

**Note : Hiring Wage Scale**

Hourly rate schedule is based upon the following: New employees shall be hired and placed on the hiring rate of his/her title and after the completion of one (1) year of satisfactory probation said employee's wage shall advance at the rate of twenty cents (\$.20) on each January 1 and July 1 until the employee's pay meets the Job Rate for their proper title. The twenty cents (\$.20) shall be in addition to the contractual wage increases.

**Temporary Employees**

Temporary employees hired for additional help shall be paid at the hiring rate of laborer (no other title), receive no benefits pay, pays union dues, or agency fee (option is employee's) and can only work to a maximum of six (6) months in any calendar year.

Temporary employees hired to replace a permanent full-time employee who is out on authorized leave shall receive the hiring rate of title of said employee whom he/she is replacing, shall only receive pro-rated leave accruals, work contractual work and work week, and shall end employment when permanent full-time employee returns to work.

Any temporary employee shall not have his/her temporary employment count toward his/her seniority or probationary period with the Town.

**Contracting Out**

If the Town Highway Department contracts out work, it shall not lay off any employee or cause any monetary losses to the employees. If the Town Highway employees are directed to work with the contractors, they shall be paid by the Town the hourly rate of the contractor's employees or their regular hourly rate, whichever is higher. This clause will not apply in the event of a natural disaster.