

RESOLUTION 2021-34

A RESOLUTION OF THE TOWN COUNCIL OF THE MUNICIPALITY OF KINGSTON, LUZERNE COUNTY, PENNSYLVANIA A HOME RULE MUNICIPALITY, CONFIRMING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME DISTRICT 87 AND THE MUNICIPALITY OF KINGSTON FOR THE YEARS 2022 THROUGH 2025

WHEREAS, the Municipality of Kingston recognizes American Federation of State, County and Municipal Employees (AFSCME) District 87 as the bargaining unit for certain non-uniformed employees of the Municipality of Kingston as defined with specificity in Article 1, Section 1 of the proposed agreement; and,

WHEREAS, the Municipality of Kingston and AFSCME District 87 have sought to reach an understanding concerning the terms of the contract between the parties for the period beginning on January 1, 2022 through December 31, 2025;

WHEREAS, the Municipality of Kingston and AFSCME District 87 have reached an understanding concerning all issues relating to that span of time subject to the formal approval of the Municipality of Kingston by Resolution; and,

WHEREAS, the Municipality does wish to memorialize its approval of the proposed contract that has been reached by the parties and to confirm that contract.

NOW THEREFORE, BE IT RESOLVED, that the Collective Bargaining Agreement between AFSCME District 87 and the Municipality of Kingston for the term January 1, 2022 through December 31, 2025 incorporated into this Resolution by reference is approved and confirmed by the Town Council of the Municipality of Kingston.

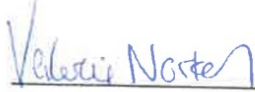
Enacted as a Resolution of the Town Council of the Municipality of Kingston at a Special Meeting held on the 20th day of September, 2021. This Resolution shall take effect immediately.

FOR THE TOWN COUNCIL OF
THE MUNICIPALITY OF KINGSTON

BY: 

Robert Thompson, President

ATTEST




Valerie Norton, Secretary

APPROVED:



Paul J. Roberts, Jr., Mayor

Date: 

AGREEMENT
BETWEEN
THE MUNICIPALITY OF KINGSTON
AND
AMERICAN FEDERATION OF STATE,
COUNTY
AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 87, AFL-CIO

January 1, 2022 TO December 31, 2025

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PREAMBLE

This AGREEMENT made and entered into this 5th day of December, 2005 by and between the Municipality of Kingston (herein "Employer" or "Municipality") and American Federation of State, County and Municipal Employees ("AFSCME") District Council 87, AFL-CIO("Union") acting herein on behalf of certain employees of the Employer, as hereinafter defined in the Recognition Clause, has as its purpose the promotion of harmonious relations between the Employer and Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

It is also the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the public whom the Employer serves, as well as of its employees subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare.

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to terms and conditions of employment for full-time and regular part-time blue-collar nonprofessional employees including, but not limited to public works employees, public works foreman/crew leader, custodial employees and parks and recreation employees; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act. The description of the bargaining unit is in accordance with the PLRB Nisi Order of Certification issued in Case No. PERA-R-03-157-E on August 12, 2003.

Section 2. This Agreement is applicable only to those employees for whom the Union is the certified collective bargaining representative. Seasonal employees and temporary employees are not included in the bargaining unit and this collective bargaining agreement is not applicable to such employees.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall become effective as of January 1, 2022 and it shall remain in full force and effect through December 31, 2025.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. The Union recognizes the exclusive right of the Employer to determine its operating policies and manage its operations in light of its experience, business judgment and changing conditions. It is understood and agreed that all rights, powers or authority possessed by the Employer prior to the signing of this Agreement, whether exercised or not, shall be retained by the Employer.

Section 2. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole and exclusive right to hire, promote, demote, transfer, assign and otherwise direct the workforce; to discipline, suspend or discharge employees for just cause; to evaluate and determine the qualifications of and selection of employees for promotion; to transfer employees from one job to another, to determine the number of employees to be assigned to each shift; to layoff employees pursuant to this Agreement where required; to determine the number of hours of work for special and seasonal assignments; to determine the amount of compulsory overtime to be worked; to establish rules, regulations and policies; to

establish new job classifications and departments; to determine the way in which the Employer's services shall be provided to the public; to determine the method of training employees; to organize, discontinue, enlarge or reduce a department, job or function in accordance with the Subcontracting clause of this Agreement, if applicable; to introduce new or improved facilities; to close or relocate a facility; to introduce a change in method or methods of operation which may produce a change in job duties and reduction in personnel provided that, in lay off situations, the Union is notified in accordance with the Layoff/Recall clause of this Agreement; the right to subcontract in accordance with the Subcontracting clause of this Agreement; and the right to carry out the ordinary and customary functions of management in the sole and exclusive judgment of the Employer. The Employer will post the foreman/crew leader position.

Section 3. The above rights of the Employer are not all-inclusive, but indicate the types of matters or rights which belong to and are inherent to the Employer.

ARTICLE 4 MAINTENANCE OF MEMBERSHIP

Section 1. Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall maintain his/her membership in the Union, provided that such employee may resign from the Union during a period of fifteen (15) days prior to the expiration of this Agreement. The payment of dues and assessments while a member shall be the only requisite employment condition.

Section 2. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, judgments brought or issued against the Employer, or other forms of liability as a result of any action taken or not taken by Employer for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of the Union members, or by reason of Employer's reliance upon any list, notice, request or assignment furnished by the Union.

ARTICLE 5 DUES DEDUCTION

Section 1. The Employer shall deduct the Union bi-weekly membership dues and an annual assessment, if any, from the pay of those employees for whom the Union submits a signed authorization card that such deductions be made. The rate at which dues are to be deducted and the amount of the annual assessment shall be certified to

the Employer by the Union, and the Employer shall deduct Union dues at this rate from members' regular biweekly salary and wages including retroactive salary/wage payments and lump sum payments. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made. When revoked by the employee in accordance with Article 4, the Employer shall halt the check-off of dues effective the first full pay period following the expiration of this Agreement.

Section 2.

(a) The employee's written authorization for dues payroll deductions shall contain the employee's name, signature, social security number, Union name and local number.

(b) The Employer's itemized statements to the Union outlined in Section 1 above shall include the employee's name, address and social security number along with the amount deducted/remitted for each employee. These statements along with the aggregate amounts being remitted shall be made payable to AFSCME and shall be sent to the Union at the following address: AFSCME Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111. The Union shall notify the Employer of any changes in the aforementioned remittance procedures.

Section 3. Where an employee has been suspended, furloughed or discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the Employer shall, in the manner outlined in Section 1 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

Section 4. The Employer shall provide the Union, on a quarterly basis, a list of all employees who are union members. This list shall contain the employee's name, address and work location. This list will be remitted to AFSCME Council 87, 1258 O'Neill Highway, Dunmore, PA 18512.

Section 5. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, or judgments brought or issued against the Employer, or other forms of liability as a result of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of the Union members, or by reason of the Employer's reliance upon any list, notice, request or assignment furnished by the Union.

Section 6. The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PAL (Political and

Legislative) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to AFSCME Council 13, 4031 Executive Park Drive, Harrisburg, PA 17111 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The deductions may be stopped only once by the employee per calendar year.

ARTICLE 6 NO STRIKES OR WORK STOPPAGES

Section 1. No Strikes or Work Stoppages. Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause. Neither the employees, the Union, nor any officers, agents or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any such conduct during the life of this Agreement.

Section 2. If any employee or group of employees represented by the Union should violate this Article, the Union through its proper officers will immediately notify the Employer and such employee or employees in writing, of its disapproval of the violation and will immediately order the employee or employees to promptly resume work. In addition, the Union will immediately take the following steps:

- (a) Publicly disavow such action by the employees.
- (b) Advise the employer in writing, that such employee action has not been authorized or sanctioned by the Union.
- (c) Post notices on all bulletin boards advising employees that it disapproves of such action and instruct them to return to work immediately.

Section 3. Employees participating in any of the prohibited conduct set forth in Section I above shall be subject to discipline, up to and including discharge, which discipline shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 4. The Employer will not engage in any lockout during the life of this Agreement.

ARTICLE 7
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 1. An authorized representative of the Union shall have reasonable access to the Employer's premises for the purposes of conducting union business. When a Union representative enters the Employer's premises, he shall first notify the Administrator or his designee regarding the Union's presence in order to receive permission for same. Such visits shall not in any way interfere with the services being provided by the Municipality or the efficient and orderly operation of the Municipality.

Section 2. Whenever a Union steward finds it necessary to investigate a grievance, he must receive the permission of his supervisor. In the event the grievance involves another employee, the steward must receive the permission of the other employee's supervisor to meet with the employee. Such permission will not be unreasonably denied by the supervisors. However, in no event shall the investigation of grievances interfere with the orderly operation of the Municipality.

Section 3. Bulletin Boards. The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of officers of the Union and any other material related to Union business. Furthermore, the Union shall not post material detrimental to the labor-management relationship nor of a political or controversial nature. The Union agrees that it will not post, or permit to be posted, any materials which contain offensive language or comments which are derogatory in nature towards the Municipality, its elected officials, its representatives, managers or vendors.

Section 4. Union Stewards. The Union agrees to notify the Employer, in writing, of the name of the Union steward(s) at the beginning of the new term of this Agreement and at any time thereafter when a change occurs in their identity of the Union steward(s).

Section 5. The Municipality agrees that a reasonable number of employees, but no more than three (3), which includes a representative from the Department of Parks and Recreation, will be permitted to attend negotiation sessions and will be paid for time attending negotiation sessions which occur during the employees' normal working hours. The Municipality will not pay employees for time attending negotiation sessions which occur outside normal working hours.

ARTICLE 8 PROBATIONARY PERIOD

Section 1. Employees who are newly hired or reinstated from resignation shall serve a probationary period of six (6) months. It is agreed that probationary employees will not be covered under the terms of the Agreement, except for starting salary, workers' compensation coverage, earning of sick leave as set forth in the Sick Leave Article of this Agreement, holidays, military leave, and overtime per this Agreement. After the first three (3) months of the probationary period, the employee will be eligible for health insurance benefits as set forth in the Health Insurance Article of the Agreement.

Section 2. It is agreed that no terms of this Agreement, other than those specified in Section I above, will apply to or cover a probationary employee until he has successfully completed his probationary period. It is also agreed that the Employer's decision to discipline or to discharge an employee while in his probationary period will not be subject to review or consideration under the grievance or arbitration procedures contained in this Agreement.

ARTICLE 9 PART-TIME EMPLOYEES

Part-time employees shall not be entitled to any of the fringe benefits (including, but not limited to, insurance benefits, holidays, vacation, sick leave and personal days) set forth in this Agreement, unless specific language provides otherwise.

ARTICLE 10 DISCIPLINE

Section 1. Employees shall be disciplined only for just cause.

Section 2. An employee who is suspended, demoted, or discharged shall be given a written notice stating the reason for the action within three (3) days thereafter. A copy of the written notice will also be provided to the Union.

Section 3. It is agreed that the Employer will establish reasonable work rules. For minor offenses and minor acts of misconduct progressive discipline may be utilized. However, the Employer will not be bound to utilize progressive discipline in cases of major and/or repeated violations. The Municipality shall have the right to define minor violations.

Section 4. To the extent practicable, the Employer shall not issue

formal discipline in public.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Any individual employee or group of employees shall have the right at any time to present grievances to the Employer and to have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and, provided further, that the Union has been given an opportunity to be present at such adjustment.

Section 2. Should any differences arise between the Union and the Municipality as to the interpretation, application, or breach of any of the terms of this Agreement, an earnest effort shall be made to settle such grievance, dispute or disagreement through the following procedures:

FIRST STEP -DEPARTMENT HEAD

An employee with a grievance shall put the grievance in writing and shall discuss it directly, or through a Union delegate, with his department head within five (5) working days after the occurrence giving rise to the grievance or within five (5) working days after the employee and/or the Union knew or should have known of the event giving rise to the grievance. The department head shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within five (5) working days of its presentation. The department head shall report his decision to the employee or Union in writing. If the grieving party does not proceed with the grievance to the Second Step within the time limits prescribed in the following sub-section and no extension of time is granted, the grievance shall be considered satisfactorily resolved.

SECOND STEP -ADMINISTRATOR

If the grievant or Union is not satisfied with the disposition of the grievance at the First Step, a written grievance/appeal may be submitted to the Administrator of the Municipality within ten (10) working days after a decision at the First Step was due. The written grievance shall contain the specifics of the grievance including the nature of the allegation, the applicable provision of the Agreement at issue, and the remedy sought by the grievant and/or the Union. The Administrator, within ten (10) working days after receiving the appeal, shall hold a meeting at which the grievant and/or Union may present the grievance. The Administrator shall have ten (10) working days following the meeting within which to give the grievant or Union a written decision. If the grieving party does not proceed with the grievance to the Third Step within the time limits

prescribed in the following subsection and no extension of time is granted, the grievance shall be considered satisfactorily resolved.

THIRD STEP -ARBITRATION

If the Union is not satisfied with the disposition of the grievance at the Second Step, it may be appealed to arbitration within thirty (30) working days after the decision of the Administrator was due. The grievance may be appealed to arbitration by the Union upon written notice to the Employer and the Pennsylvania Department of Labor and Industry, Bureau of Mediation by certified mail within the aforementioned time period. The arbitration shall proceed in accordance with the current rules of labor arbitration of the Pennsylvania Department of Labor and Industry, Bureau of Mediation. The notice shall identify the Agreement provision in dispute, the issue(s) to be determined, and the employee or employees involved. Attached to the Demand for Arbitration shall be a copy of the initial written grievance filed by the Union and/or grievant.

(A) The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding, with the proviso that any decision of the arbitrator or arbitrators requiring legislation will only be effective if such legislation is enacted. The scale of wages established by the Agreement shall not be changed by any arbitration decision.

(B) The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting his own case.

Section 3. Awards or settlements of grievances shall in no event be made retroactive more than five (5) days prior to the filing of the grievance at the First Step of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union or ordered by the arbitrator, as the case may be, less any unemployment compensation, workers' compensation or other compensation that the aggrieved employees may have received from any source during the period for which back pay is claimed.

Section 4. A grievance may be withdrawn by the Union or the aggrieved employee at any time prior to the Third Step of the procedure.

Section 5. The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the Employer

and the Union, be binding and any grievance not timely presented or timely processed thereafter shall not be considered a grievance under this Agreement and shall not be arbitrable. Time is of the essence.

Section 6. Nothing in this Agreement prohibits an employee from personally bringing matters of personal concern to the attention of the appropriate Employer representatives or officials.

**ARTICLE 12
WAGES**

Section 1. Department of Public Works ("DPW") Employees

(a) Maximum Salaries: The following chart sets forth the maximum base salaries for DPW employees who have been employed by the Municipality for five (5) full years. DPW employees when hired receive a percentage of the maximum base salary which increases on a graduated basis as set forth in Section 1(c) below.

<u>By Classification</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Laborer	\$ 53,222.86	\$ 54,819.55	\$ 56,327.08	\$ 57,876.08
Foreman / Mechanic	\$ 58,782.10	\$ 60,545.56	\$ 62,210.57	\$ 63,921.36
Crew Leader	\$ 54,275.08	\$ 55,903.33	\$ 57,440.67	\$ 59,020.29

*The position of Foreman and Crew Leader shall be working, promotional positions responsible for directing the overseeing the workforce as determined by the Department Supervisor. Any appointment to the position of Foreman or Crew Leader are at the sole discretion of the Mayor or his appointed designee every four (4) years commencing January 1, 2022. If the Mayor or his appointed designee determine that change is necessary in either position, the Mayor or his appointed designee shall notify all members of the department in writing of vacancy in either positions. All interested candidates will have five (5) business days from the date of notification to provide the Mayor or his appointed designee with letters of interest and necessary credentials.

The Foreman shall be second in command to the department Supervisor. The Crew Leader is third in command following the Department Supervisor and Foreman.

The Mechanic shall be equal to the Foreman in terms of compensation only. The Mechanic has no responsibility for directing or overseeing the workforce unless instructed to do so by the

Department Supervisor or his designee.

(b) The Municipality of Kingston and the Union agree to wage increases of 3% for the year 2022, 3% for the year 2023, 2.75% for the year 2024 and 2.75% for the year 2025.

The above rates reflect general wage increases to the prior maximum base salaries as follows (the first general wage increase will be effective January 1, 2022):

1/1/22 - 3%
1/1/23 - 3%
1/1/24 - 2.75%
1/1/25 - 2.75%

(c) When a laborer is scheduled or assigned to work as a mechanic for a full day or partial day, the laborer will receive the mechanic's higher rate of pay for that time (full day or partial day). DPW employees who do not possess a valid PA State Inspection License and other appropriate automotive certifications will not be eligible for the mechanic's pay.

(d) Graduated Increases. Notwithstanding anything to the contrary, the base starting salary for DPW employees hired after September 8, 1998 shall be as follows:

First Year 75% of the maximum salary provided for the position as set forth in Section 1; Second Year 80% of the maximum salary provided for the position held as set forth in Section I; Third Year 85% of the maximum salary for the position held as set forth in Section 1; Fourth Year 90% of the maximum salary provided for the position held as set forth in Section 1; Fifth Year 95% of the maximum salary provided for the position held as set forth in Section 1; Sixth Year -100% of the maximum salary provided for the position held in Section 1.

The employee shall receive the aforesaid first year salary for one full year from date of hire. One year from the employee's date of hire, on the employee's starting date anniversary, the employee shall begin to receive the second year salary rate for the term of one year. Two years from the employee's date of hire, and on the employee's starting date anniversary, the employee shall begin to receive the third year salary rate for the term of one year. Three years from the employee's date of hire, and on the employee's starting date anniversary, the employee shall begin to receive the fourth year salary rate for a term of one year. Four years from the employee's date of hire, and on the employee's starting date anniversary, the employee shall begin to receive the fifth year

salary rate for a term of one year. Five years from the employee's date of hire, and on the employee's starting date anniversary, the employee shall begin to receive the sixth year salary rate, which rate is the maximum rate.

Additionally, once the employee has attained his or her maximum salary for the position set forth in Section 1(a), the employee will remain at the maximum salary and receive prescribed salary increases as per the current contracts in effect for such positions.

Section 2. Parks and Recreation Employees

(a) Maximum Salaries. The following chart sets forth the maximum base salaries for full-time Park and Recreation employees who have been employed by the Municipality for three (3) full years. Parks and Recreation employees when hired receive a percentage of the maximum base salary which increases on a graduated basis as set forth in Section 2(b) below.

Full-time Parks & Recreation

2022	2023	2024	2025
\$39,441.79	\$40,625.04	\$41,742.23	\$42,890.14

The above rates reflect annual wage increases as follows (the first general wage increase will be effective January 1, 2022):

- 1/1/22 - 3%
- 1/1/23 - 3%
- 1/1/24 - 2.75%
- 1/1/25 - 2.75%

(b) The Municipality of Kingston and the Union agree to wage increases of 3% for the year 2022, 3% for the year, 2023, 2.75% for 2024 and 2.5% for 2025.

(c) Graduated Increases. Notwithstanding anything to the contrary, the base starting salary for full-time Parks and Recreation employees shall be as follows: First Year 75% of the maximum salary provided for the position as set forth in Section I; Second Year 80% of the maximum salary provided for the position held as set forth in Section 1; Third Year 85% of the maximum salary for the position held as set forth in Section I; Fourth Year 90% of the maximum salary provided for the position held in Section I. Fifth Year -95% of the maximum salary for the position held as set forth in Section I; Sixth Year -100% of the maximum salary provided for the position held in Section I. The employee shall receive the

aforesaid first year salary for one full year from date of hire. One year from the employee's date of hire, on the employee's starting date anniversary, the employee shall begin to receive the second year salary rate for the term of one year. Two years from the employee's date of hire, and on the employee's starting date anniversary, the employee shall begin to receive the third year salary rate for the term of one year. Three years from the employee's date of hire, and on the employee's starting date anniversary, the employee shall begin to receive the fourth-year salary rate which rate is the maximum rate.

Additionally, once the employee has attained his or her maximum salary for the position set forth in Section 2(a), the employee will remain at the maximum salary and receive prescribed salary increases as per the current contracts in effect for such positions.

ARTICLE 13 LONGEVITY (INCREMENTS)

Section 1. DPW employees and full-time Parks and Recreation employees hired prior to January 1, 1996, and who do not meet the definition of new hire as set forth in this Agreement, shall be paid an increment of one percent (1%) of actual base salary for each of three (3) years of service, but not to exceed thirty (30) years of service to paid in quarterly installments on April 1, July 1, October 1, and December 1 of each year. These longevity payments are one-time lump sum payments and are not included in the employee's base salary.

Section 2. The longevity increments stated above shall apply only to those individuals who were hired prior to January 1, 1996 or do not meet the definition of a new hire as outlined in this Agreement hereinafter. Any employee who is hired after January 1, 1996 and/or is defined as a new hire under this Agreement, shall not be entitled to receive any longevity payments whatsoever.

ARTICLE 14 CALL-IN PAY

Section 1. All full-time DPW employees who are called in to work outside their regular shift schedule shall be paid at the appropriate rate of pay for all hours actually worked outside of their regular shift schedule, or a minimum of two (2) hours call in pay, whichever is greater. Call-in pay begins when the employee reports to his assigned work site ready to work.

Section 2. All full-time Parks and Recreation employees will have a similar call-in benefit but instead of pay, the Parks and Recreation employees will receive compensatory leave with a minimum of one (1)

hour (at the rate of time and one-half).

ARTICLE 15 SHIFT DIFFERENTIAL -DPW EMPLOYEES

If a DPW employee reports to work on a scheduled day and is sent back home without working, said employee shall receive one (1) hour pay at his hourly base rate, so long as the employee shows up at the designated work site and signs in. If said employee is called back for the 3:30 p.m. to 11:00 p.m. shift on that same day, that employee will receive a \$5.00 per hour shift differential added to his base hourly rate. If the employee is called for the shift from 11:00 p.m. to 7:00 a.m., the shift differential to be paid during that shift will be \$6.00 per hour. The shift differential will be paid only in cases where the Municipality changes the shift. If an employee on any of the shifts referred to above is entitled to receive overtime by virtue of any other provision of this Agreement, then said employee will receive the overtime rate and will not receive the shift differential referred to above. Furthermore, the shift change and the payment of shift differential will be limited to situations where the individuals worked the above mentioned shifts for purposes of emergency situations (i.e. snow hauling or flood pumping mandated by the river level).

ARTICLE 16 COST OF LIVING

Section 1. In the event that the United States Consumer Price Index of the Bureau of Labor Statistics, U.S. Department of Labor (1967 base), referred to herein as the "index;" changes from the figures established on December 31, 2006, for the first year hereof, December 31, 2007, for the second year hereof, December 31, 2008 for the third year hereof, and December 31, 2009 for the final year, then an adjustment will be made to the straight time hourly rate for each full-time DPW and Parks and Recreation employee hired prior to January 1, 1996 as follows:

- (a) Effective July 1 and December 1 thereafter, an adjustment, if appropriate, shall be made on the price of indices of June 1 and December 1, respectively;
- (b) The adjustment shall be .01 for each .5 increment if changed from the previous index recording utilized;
- (c) The above formula and provisions will apply to both increases and decreases in the BLS Consumer Index. However, any adjustments due to decreases shall cease if and when the index reaches a recording equal to or less than the index of December 31 for each year as provided above;

Section 2. In no event shall any cost of living increase for any

full-time DPW employee exceed the sum of seven hundred (\$700.00) dollars per year for each and every calendar year encompassed in this Agreement. These COLA payments are one-time, lump sum payments and are not included in the employee's base salary.

Section 3. The index to be used shall be the "All Urban Consumer".

Section 4. The cost of living increments stated above shall apply only to those DPW employees and full-time Parks and Recreation employees who were hired prior to January I, 1996 or do not meet the definition of a new hire as outlined in this Agreement hereinafter. Any DPW or Parks and Recreation employee who was hired after January I, 1996 and/or is defined as a new hire under this Agreement, shall not be entitled to receive any cost of living payments whatsoever.

ARTICLE 17 HOURS OF WORK

Section 1. Public Works Employees: The normal work week for all public works employees shall be Monday through Friday from 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid lunch period. The lunch period will normally be scheduled from 12:00-12:30 p.m. but the supervisor may assign employees a different lunch period depending on the operational needs of the department. Forty (40) hours shall constitute the normal work week for full-time employees. Employees will be paid every two (2) weeks. Parks and Recreation Employees: Full-time employees in Parks and Recreation will be scheduled for eight (8) hour shifts, usually at staggered times to be determined by the department head. The schedule for part-time employees will vary from week to week depending on the operational needs of the Parks and Recreation Department.

Section 2. A work day is defined as the continuous twenty-four (24) hour period beginning at 12:01 a.m. until 11:59 p.m. the same calendar day. The standard work period shall consist of fourteen (14) consecutive days of twenty-four (24) hours each.

Section 3. Nothing in this Article shall be construed as a guaranteed work day or work week.

Section 4. Employees will be allowed a fifteen (15) minute break at staggered times to be determined by the supervisor. A fifteen (15) minute break shall be provided at the completion of the employee's regular shift when the employee works an extra shift anticipated to be at least two (2) hours in length.

Section 5. The Employer will have the ability to change an employee's work schedule in the event of emergencies.

ARTICLE 18
OVERTIME/COMPENSATORY TIME

Section 1. No bargaining unit employees are permitted to work overtime unless they have prior approval from their supervisor. The Employer shall be the sole judge of the necessity for overtime.

Section 2.

(a) DPW employees. DPW employees covered by this Agreement shall receive compensatory time or overtime pay at the rate of one and one-half (1-1/2) hours for all hours worked over 8 hours in a day or over 40 hours in one (1) week (Sunday through the following Saturday). Overtime hours are not to be pyramided.

(b) Parks and Recreation employees. Parks and Recreation Employees shall receive compensatory time at the rate of one and one-half (1-1/2) hours for all hours worked over 8 hours a day or over 40 hours in one (1) week (Sunday through the following Saturday). Overtime hours are not to be pyramided.

Section 3. Double time will be paid only to DPW Employees for all hours worked on Sunday and the holidays designated as such in the Holiday Article of this Agreement.

Section 4.

(a) DPW employees. The maximum accumulation for compensatory time will be a rolling twenty-four (24) hours. All compensatory time must be used within the same calendar year that it is earned and there will be no carryover of compensatory time from year to year (except for compensatory time earned in December which may be carried over),

(b) Parks and Recreation employees. All compensatory time must be used within the same calendar year that it is earned and there will be no carryover of compensatory time from year to year (except for compensatory time earned in December which may be carried over).

Section 5. Sick leave shall not be counted as time worked in the computation of overtime.

Section 6. The Municipality will attempt to distribute overtime as equally as possible among the employees within a Department who are to perform such work.

ARTICLE 19
HEALTH, DENTAL AND VISION INSURANCE

Section 1. The Municipality will provide health, dental and vision insurance (minus applicable co-payments) to all full-time Parks and

Recreation and DPW employees hired prior to January 1, 1996 for employee, employee/spouse, family and employee/child levels. For employees hired on or after January 1, 1996, the Municipality will provide health, dental and vision insurance (minus applicable co-payments) to all full-time Parks and Recreation and DPW employees for employee only. If those full-time employees hired on or after January 1, 1996 wish to buy into a higher level of coverage, the employee is responsible for the full difference in premium costs between the individual level and higher level of coverage, with the exception outlined in Section 2 below.

Section 2. All full-time Parks and Recreation and DPW employees hired prior to January 1, 2005 shall be eligible to purchase both dental and vision coverage at the employee/child level if: (a) the employee's spouse loses coverage for the children and the employee provides proof of same; or (b) the children are not eligible for insurance coverage through another employer's plan. In the event, the employee is eligible for the employee/child coverage, the employee shall contribute 50% of the premium cost difference between individual only and employee/child coverage and the Municipality will pay the remaining 50%.

Section 3. Insurance Co-Payments

(a) DPW Employees. Effective January 1, 2006, DPW employees will contribute a premium co-payment (through payroll deduction) towards the cost of any health, dental and vision insurance plan at all coverage levels (individual, employee/spouse, family, or employee/child) at the following contribution rates:

(I) DPW employees hired before January 1, 2005:

1/1/18	10%
1/1/19	10%
1/1/20	10%
1/1/21	10%

(II) DPW employees hired on or after January 1, 2005:

1/1/18	12.5%
1/1/19	12.5%
1/1/20	12.5%
1/1/21	12.5%

(b) Parks and Recreation Employees.

(i) Full-time Parks and Recreation employees hired prior to January 1, 2005 will continue to pay a 10% co-payment (through payroll deduction) towards the cost of any health, dental and vision insurance plan at all coverage levels (individual, employee/spouse, family or employee/child) for the term of the health, dental and vision insurance plan at all coverage levels

(individual, employee/spouse, family or employee/child) at the following contribution rates:

1/1/18	12.5%
1/1/19	12.5%
1/1/20	12.5%
1/1/21	12.5%

Section 4. The Municipality shall have the right to change health, dental and vision insurance carriers with thirty (30) days notice to the Union. The benefits in the new plans do not have to be identical to the existing plans but shall be substantially the same. The Municipality agrees to meet and discuss with the Union, upon request, prior to implementation.

ARTICLE 20 POST-RETIREMENT HEALTH INSURANCE COVERAGE

Section 1. For all full-time Parks and Recreation and DPW employees who were employed by the Municipality prior to January 1, 1996 and who do not meet the definition of a "new hire", as set forth in the Agreement, the Municipality will continue to pay the cost of health insurance only (excluding dental and vision insurance) once that employee retires if the employee retires with at least 25 years of service and has attained age 55 at the time of retirement. The Municipality will also pay the health insurance coverage for spouses of such employees who retire and are eligible for this benefit, if the employee is legally married as of December 5, 2005 and is married to the same spouse as of the date of the employee's retirement. If an employee who is eligible for this benefit, is single as of December 5, 2005 then the employee's marital status is "frozen" so that if the employee gets married in the future, his spouse will not be eligible for any postretirement health insurance coverage.

Section 2. The Municipality shall continue to provide health insurance (excluding vision and dental insurance) for the retiree and spouse only, as set forth above in Section I, provided the retiree and/or spouse is not covered by reason of subsequent employment, benefits or earnings; or provided the retiree is gainfully employed after retirement, but with gross earnings or salary of less than \$30,000 per calendar year. If however, after retirement the employee is subsequently employed at a place of business that normally provides health insurance for its employees, or employed after retirement with gross earnings of more than \$30,000 per calendar year, the Municipality shall not be obligated to continue to provide health insurance for the retiree or spouse.

Section 3. All retired employees eligible to receive the post-retirement health insurance benefit as described above in Section I,

shall contribute a co-payment towards the health insurance premium at the same rate as current employees for the retiree's share of the premium costs. If the retiree's spouse is eligible for the post-retirement health benefit pursuant to this Article, the retiree will also contribute 50% of the premium cost difference between the individual only rate and the employee/spouse rate.

Section 4. The Municipality will not continue post-retirement health insurance coverage for any employees employed as of December 5, 2005 who later retire and are eligible for this benefit, or their spouses, once the retiree/spouse reaches age 65. Post-retirement health insurance coverage will therefore cease on the eligible retiree's/spouse's 65th birthday. There will be no change in the Municipality's payments for health insurance coverage for employees/spouses retired as of December 5, 2005 and who were already receiving postretirement health insurance as of that date.

ARTICLE 21 LIFE INSURANCE

Section 1. Life insurance of \$30,000.00 per full-time DPW and Parks and Recreation employee will be maintained, with the right of each employee to designate the beneficiary, with the full cost paid by the Municipality. The Municipality shall provide each full-time employee with copies of said policies.

Section 2. For employees who were hired prior to January 1, 2005 and who retire with the Municipality, a life insurance policy of \$10,000.00 will be maintained with the full cost paid by the Municipality. The employee upon retirement will designate *his/her* beneficiary. Upon the retiree's death, the proceeds shall be payable to the designated beneficiary. No employees hired after January 1, 2005 will receive the post-retirement life insurance benefit.

ARTICLE 22 PENSION

Section 1. Employees shall receive a pension in accordance with the Municipality of Kingston Non-uniformed Employees' Pension Plan. The definition of "salary" in that Plan will be amended to reflect that for employees hired in the DPW and Parks and Recreation Departments on or after January 1, 2005, base salary will include overtime, double time, sick time, holiday pay, and annual sick leave buy back but will not include lump sum payments made to employees upon retirement or when an employee separates in good standing i.e. lump sum sick leave, lump sum vacation leave and lump sum compensation leave. For all employees hired after January 1, 2014 the superannuated/normal retirement age will be 62.

**ARTICLE 23
HOLIDAYS/PERSONAL DAYS**

Section 1.

(a) DPW Employees. All full-time DPW employees will be entitled to 10 paid holidays as follows:

DPW Holidays

New Year's Day
Martin Luther Kind Day
Presidents Day
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(b) Parks and Recreation Employees. Full-time Parks and Recreation employees hired prior to January 1, 2005 will be entitled to 10 paid holidays as follows:

Parks and Recreation Holidays

New Year's Day
Presidents Day
Easter Monday Memorial Day
Independence Day
Labor Day
Columbus Day Veterans Day Thanksgiving Day
Christmas Day

Full-time Parks and Recreation employees hired after January 1, 2005 will only receive 8 of the paid holidays listed above and will not be paid for Columbus Day and Veterans Day.

(c) Each regular full-time employee not scheduled to work on any such holiday shall be paid the number of hours he or she is regularly scheduled to work at his or her regular straight-time rate of pay provided that such employee works his entire scheduled workday immediately preceding and his entire scheduled work day immediately following the holiday, except for absence approved by Employer.

Section 2. Holidays will be observed on the day they are officially recognized. For employees working on a five-day, Monday through Friday schedule, holidays that fall on Sunday will usually be observed the following Monday, and holidays that fall on a Saturday will usually be observed the preceding Friday. However, there may be

exceptions to this rule in the Employer's sole discretion. In the event of such exceptions, the Employer will notify the employees at least 30 days in advance of the date on which the holiday will be observed.

Section 3. In the event a DPW employee is required to work on any of the holidays specified in Section (1) one above, he or she shall receive his or her regular rate, plus his or her holiday pay at straight time, or a total of two (2) times his or her daily rate of pay for the holiday worked. In the Parks and Recreation Department, if an employee works on a holiday the employee will be able to take another day off with pay in exchange for working the holiday. The extra day off will be taken in the same calendar year as it was earned.

Section 4. An employee who is scheduled to work on any holiday, and does not work shall only receive holiday pay, and shall not be paid additional straight time pay or be given an alternate day off with pay.

Section 5. Personal Days

The Municipality and Union agree that all active employees hired after January 1, 2005 are entitled to five (5) personal days instead of (3). All new employees will be entitled to three (3) personal days.

(b) Each regular full-time employee shall be paid the number of hours he or she is regularly scheduled to work at his or her regular straight-time rate. Personal days must be used by the end of the calendar year; there will be no carryover of personal days from year to year.

(c) Employees may use one (1) of their allotted personal days on an annual basis as an Emergency Personal Day. The Emergency Personal Day can be used at any time throughout the work year provided a real personal emergency exist. The Municipality has the right to verify that a real personal emergency exist. Any misrepresentation with respect to a claim for an Emergency Personal Day shall be cause for discipline up to and including discharge.

**ARTICLE 24
VACATION**

Section 1. Employees shall be entitled to the following vacation time:

(a) DPW Employees

(i) For all full-time DPW employees hired prior to January 1, 2005, the following vacation schedule shall apply:

1-5 years of completed service	two (2) weeks
6-10 years of completed service	three (3) weeks
11-15 years of completed service	four (4) weeks
16-20 years of completed service	five (5) weeks
21 years of completed service	six (6) weeks

(ii) For all full-time DPW employees hired on or after January 1, 2005 the following vacation schedule shall apply:

1-6 years of completed service	Two (2) weeks
7-12 years of completed service	Three (3) weeks
13-19 years of completed service	Four (4) weeks
20+ years of completed service	Five (5) weeks

(b) Parks and Recreation Employees

(i) For all full-time Parks and Recreation employees hired prior to January 1, 2005, the following vacation schedule shall apply:

1-6 years of completed service	Two (2) weeks
7-12 years of completed service	Three (3) weeks
13-19 years of complete service	Four (4) weeks
20+ years of completed service	Five (5) weeks

(ii) For all full-time Parks and Recreation employees hired on or after January 1, 2010, the following vacation schedule shall apply:

All new employees will be eligible for vacation leave as follows:

1-7 years of completed service	Two (2) weeks vacation
8-12 years of completed service	Three (3) weeks vacation
13 or more years of completed service	Four (4) weeks vacation

Section 2. For the purpose of computation of vacation entitlement set forth in Section I above, an employee's anniversary date of hiring shall be used for computing his entitlement.

Section 3. DPW Employees:

(a) The selection period for all vacation leave involving multiple, consecutive days during the upcoming calendar year shall be from January 1 to March 31. If multiple requests for the same vacation leave are submitted during the selection period, vacation leave shall be determined on the basis of seniority. For vacation
requ

ests submitted after the selection period has expired (after March 31), vacation will be granted on a first come, first serve basis notwithstanding the employee's seniority.

(b) No more than two (2) employees may be on vacation at the same time between October 1 and December 31. During the other months of the year, the Department Head may approve vacation for up to three (3) employees at the same time the Mechanic will select vacation separately and will not be included in the maximum number of employees on vacation. At the sole discretion of the Department Head, a Greater number of employees may be approved for time off during the time periods specified herein.

(c) No more than two (2) employees may be on vacation at the same time between October 1 and December 31. During the period October 1 through December 31, the mechanic will not be included in the maximum number of employees on vacation only if the Municipality is able to employ two (2) or more temporary seasonal workers.

Section 4. Parks and Recreation Employees: Based on operational needs and staffing, the Head of the Parks and Recreation Department will determine the number of employees who may be on vacation at the same time. Requests for vacation will not be unreasonably denied.

Section 5. Whenever possible, at least two (2) weeks advance notice will be given by the employee in order to use vacation time. All requests for vacation, whether for individual days or for multiple, consecutive days, shall be in writing and are subject to the approval of the Department Head. The Department Head will notify the employee of the status of his vacation request no later than fifteen (15) working days after the end of the selection period for all requests submitted during the selection period and no later than ten (10) working days for all requests submitted outside the selection period. The Department Head will endeavor to put the response in writing.

Section 6. Employees will be required to use their vacation leave by the end of each calendar year. There will be no carryover of vacation from year to year. The only exception will be for employees whose anniversary date falls between July 1 and December 31 and are in a year when they have reached a new level of vacation entitlement. In those circumstances, the employee will be permitted, on a one time basis, to carry over the extra week of vacation to the following year.

Section 7. Upon retirement, resignation or death of the employee, vacation leave shall be paid to the employee or if applicable, the employee's estate, within fifteen (15) working days at the employee's then existing per diem rate.

ARTICLE 25 SICK LEAVE

Section 1. During each year of this Agreement, each employee shall earn a sick leave allowance at a rate of 1.25 days per month of full-time service. For employees hired on or after January 1, 2004, sick days may be accumulated to a maximum of 75 days. For employees hired prior to January 1, 2004, sick days may be accumulated to a maximum of 150 days.

Section 2. For employees hired on or after January 1, 2004, on an annual basis any accumulated sick leave in excess of 75 days will be purchased by the Municipality at 50% of the employee's regular rate to be paid during the month of February. For employees hired prior to January 1, 2004, the buyout will be for accumulated sick leave in excess of 150 days at the 50% rate on an annual basis to be paid during the month of February.

Section 3. Upon normal retirement or upon leaving the Department in good standing, the Municipality shall purchase or buy back sick days at the rate of 50% of the employee's regular rate.

Section 4. An employee beyond his probationary period shall be entitled to borrow thirty (30) days sick leave, provided he shall first exhaust his accrued vacation and sick leave. Any borrowed sick leave must be repaid to the Municipality by deducting the same from newly accumulated sick leave or vacation within two (2) years of the date it has been borrowed. If an employee's employment is terminated or if the employee resigns or is laid off during that two (2) year period, the employee agrees that the Employer will be permitted to deduct any remaining amounts due to the Municipality from the employee's final paycheck(s).

Section 5. No monthly sick leave allowance shall be earned or credited to any Employee during any period of absence or leave due to non-duty accident or illness after said employee has exhausted all accrued time earned (sick leave, vacation, holiday, etc.)

Section 6. Proof of illness in the form of a medical certificate shall be required if an employee is absent for three (3) or more consecutive workdays or where the Employer has reason to suspect abuse. In addition, after any illness which causes an employee to be absent for more than three (3) workdays, the employee shall be required to present to the Employer a physician's note stating that the employee is able to return to work. If an employee is absent for an extended period of time, the employee will be required to submit a physician's note every thirty (30) days certifying the employee's continued need for sick leave. Any misrepresentation with respect to a claim for sick leave shall be cause for discipline up to and including discharge.

Section 7. Up to five (5) days of sick leave per calendar year may be used by an employee because of the illness of a spouse or child. Again, where the Municipality has reason to suspect abuse it may request proof of illness in the form of a medical certificate. Any misrepresentation with respect to a claim for sick leave for such family members shall be cause for discipline up to and including discharge.

Section 8. Employees who intend to use their sick leave must call their supervisor, except in unusual or emergency situations, at least one-half hour prior to their normal starting time.

Section 9. Sick leave payments are at straight time and begin on the first day of illness or injury. Sick leave will not be paid for the

following:

(a) Intentional or self-inflicted injury, except in situations where the employee is determined to be mentally disabled.

(b) Intentional or avoidable participation in a riot or insurrection.

(c) Commission of a criminal act.

(d) Regular, gainful employment by a company other than the Municipality of Kingston where employment is covered by Workers' Compensation or would reasonably be expected to be covered.

ARTICLE 26 BEREAVEMENT LEAVE

Section 1. When a death occurs in the immediate family, an employee who has completed his probationary period, upon request, may be excused for a period up to a maximum of five (5) consecutive, scheduled working days, which shall include the day of the funeral, without loss of pay. Immediate family shall mean mother, father, brother, sister, husband, wife, significant other or child.

Section 2. Each employee who has completed his probationary period, upon request, may be excused for a period up to a maximum of three (3) consecutive, scheduled working days, which shall include the day of the funeral, without loss of pay in the event of the death of any brother-in-law, sister-in-law, aunt, uncle, grandparent or parent-in-law of current spouse and niece or nephew.

Section 3. An employee may have the option on such occasion to take additional time needed by utilizing any vacation, personal leave or

holiday for which he is eligible at the time it is requested.

Section 4. There shall be no duplication of payment that the employee may otherwise receive under this Agreement. Proof of death and verification of relationship maybe required by the Municipality in the event an employee requests bereavement leave for a family member under this Article.

Section 5. When an employee is on approved vacation or personal leave and there is a death in the immediate family, as defined above, bereavement leave may be substituted in place of the vacation or personal leave.

ARTICLE 27 CIVIL LEAVE

Section 1.

(a) Any employee, who is selected to serve on jury duty and is regularly scheduled to work on that day, shall be given the day off with pay. The employee shall return to work on the next day after he is released from jury duty. When an employee is given time off to perform jury duty, the employee shall reimburse the Municipality any monies that he is paid for performing said jury duty.

(b) The employee will provide written notification to his supervisor as far in advance as possible if he has been selected for jury duty. Written documentation of actual attendance shall also be provided by the employee to the Municipality.

Section 2.

(a) Bargaining unit employees who are members of volunteer fire companies may leave work, with the Approval of their immediate supervisor, if the employees are responding to a call for additional manpower to fight a structure fire located within the Municipality of Kingston. Under these circumstances, the employees will be paid their regular straight time hourly rate (minus any monies received from the volunteer fire company) for time lost from work.

(b) Bargaining unit employees who report late for work because they are working as a volunteer fire fighter at a structure fire incident located within the Municipality of Kingston immediately prior to the start of their work shift will be paid their regular straight time hourly rate of pay (minus any monies received from the volunteer fire company) for time lost from work. Employees who will be late for work under these circumstances should make every reasonable effort to notify their immediate supervisor prior to the start of the shift.

(c) Employees absent from work for the reasons outlined above in Section2(a)or2(b) shall be required to obtain a written statement

from the Chief of the volunteer fire company for which they served certifying their activities during the period of absence.

ARTICLE 28 LEAVES OF ABSENCE

Section 1. Family and Medical Leave of Absence. Unpaid family and medical leave of absence may be granted to an employee for a period of up to twelve (12) weeks in a twelve (12) month period, in accordance with the Employer's Family and Medical Leave Policy. Medical leave of absence is for a serious health condition that causes the employee to be unable to perform the functions of the employee's job. Family leave is for the birth of a son or daughter and to care for the newborn child, for the placement with the employee of a son or daughter for adoption or foster care, or to care for the employee's spouse, son, daughter or parent with a serious health condition.

Section 2. Military Leave. Employees shall be granted time off without pay for military leaves of absence in accordance with applicable law. The Municipality has the right to require written verification of any military leave.

ARTICLE 29 LEAVES OF ABSENCE FOR UNION BUSINESS

Section 1. The Municipality will allow a maximum of two (2) employees who are Union officials or elected Union delegates to take up to two (2) days of leave without pay each calendar year, without loss of seniority credit, where such time is necessary to enable them to attend official union conventions or conferences. The days of leave may either be consecutive days or separate days. Employees may use accrued annual or personal leave for this purpose in lieu of leave without pay.

Section 2. Although the Union may make the initial selection of employees for purposes of this Union leave, the Municipality must approve such selection based on the staffing and operational needs of the Municipality. The Employer will not unreasonably deny such leave or the Union's selection of employees.

ARTICLE 30 CLOTHING ALLOWANCE

Section 1. Each DPW Employee shall receive a clothing and essential gear allowance up to the amount of \$800.00 annually for each year of this agreement. Said allowance shall be paid on May 15 and October 15 of each contract year when accompanied by appropriate receipts.

Section 2. The dress code for DPW Employees shall consist of the following and must be purchased through the annual gear allowance:

- Safety green pocket t-shirts,
- Safety green crewneck sweatshirts,
- Safety green thermal hoodies,
- Green, blue, or black Dickies or Red Kap work pants or work shorts (no mesh or denim)
- appropriate work gloves,
- appropriate footwear (boots and safety shoes only - no sneakers or hiking shoes),
- high visibility, class 2, safety green, reflective mesh vest,
- high visibility, class 2, safety green, reflective rain gear,
- high visibility, class 2, safety green, reflective winter coats,
- personal protective equipment (PPE) which includes; safety helmets, hearing protection, and eye protection.

Section 3. The Municipality has the exclusive right to determine the dress code and safety needs for all bargaining unit employees. The Municipality has the exclusive right to purchase additional clothing, apparel, or PPE as it sees fit - for any or all DPW Employees.

Section 4. Parks and Recreation employees will be provided with various shifts and jackets from time to time as determined by the Head of the Parks and Recreation Department. Parks and Recreation employees are required to wear appropriate dress pants or dress shorts which will be at their own expense. However, the Municipality will provide full-time Parks and Recreation employees with (2) pair of pants and two (2) pair of shorts on an annual basis. The Municipality and Union agree to replace no more than two (2) damaged garments on an annual basis. Damage to garments must occur during scheduled working hours on assignments issued by the Director of Parks and Recreation.

ARTICLE 31 "NEW HIRE" DEFINITION

New hire shall not include any current full-time or part-time employee if they have been laid off, on leave, temporarily disabled and subsequently called back, so long as said employee was previously employed by the Municipality in one of the categories aforementioned prior to January 31, 1996. In addition, a new hire would include a former employee, even if employed prior to January 1, 1996 or subsequent thereto, who voluntarily left employment and

returned in the future and anyone who was legitimately fired and not reinstated by a settlement, court order or other resolution of a similar nature of litigation and subsequently hired or rehired in the future.

ARTICLE 32 SENIORITY

1. Definition.

Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity by Employer.

2. Accrual.

(a) An employee's seniority shall commence after the completion of his Probationary Period and shall be retroactive to the date of his most recent hiring.

(b) Regular part-time employees shall accrue seniority as set forth in (a) above on a pro-rata basis based on actual hours worked

3. Loss of Seniority. Seniority shall be broken when an employee:

(a) Quits, resigns, or takes a job elsewhere, when his regular work is available at Employer.

(b) Is discharged for just cause.

(c) Is laid off for a period of eighteen (18) months or a period exceeding the length of the employee's continuous service, whichever is less. For new employees hired prior to the date the parties sign off on a Memorandum of Agreement for the initial Collective Bargaining Agreement, those employees will be entitled to the eighteen (18) month period.

(d) Fails to report for work following recall from layoff or a decision of an arbitrator reinstating an employee who was discharged within five (5) working days after being notified by telegram or mail at the last address in Employer's records.

(e) Fails to return following the end of a leave-of-absence, vacation or sick leave.

(f) Is employed by another employer during a leave of absence, except for military duty or unless the employee has contrary written permission of the Employer.

(g) Fails to return following a disciplinary suspension.

(h) Is absent for forty-eight (48) consecutive hours without

notifying Employer, unless the employee presents an excuse acceptable to the Employer.

(i) Falsifying the reason for a leave-of-absence whether such leave is paid or unpaid.

4. Seniority List.

The Employer agrees to provide the Union with an up-to-date seniority list by the end of the first quarter (by March 31) of each year. The Union may make reasonable requests for seniority lists at other times during the year if the Union demonstrates a legitimate need for such a list; the Union will not abuse these requests. The Employer will provide such lists within 30 days of the Union's reasonable request.

5. Shift Vacancies

If a vacancy occurs in a regular, established shift, a qualified employee's seniority shall prevail in the determination of which employee will be assigned to that regular established shift. This provision only applies to assignments to regular, established shifts and will not apply to emergency, special or temporary shift assignments.

ARTICLE 33 LAYOFFS/RECALL

Section 1. In the event it becomes necessary to lay off any employees for any reason, reductions in force shall be by job classification. The employee in the effected job classification with the least amount of bargaining unit seniority (overall seniority) shall be the first to be laid off. All regular part time and probationary employees in the effected job classification, shall be laid off before full-time employees are laid off.

Section 2. There will be no bumping between departments. In DPW the mechanic may bump the laborer if the mechanic has greater seniority.

Section 3. Whenever possible the Employer will provide written notice to the Union 30 days in advance of any layoff. Such notice shall state the circumstances which made the layoff necessary.

Section 4. In the event an employee is laid off, he may request payment for earned but unused vacation leave, earned but unused compensatory leave, and sick leave at the "buy back" rate set forth in the Sick Leave Provision (Article 25, Section 3) as soon as is reasonably possible but not later than thirty (30) days after layoff.

Section 5. After 18 months of layoff, the employee's seniority will be broken in accordance with the seniority provisions of this Agreement, recall rights will expire, employment will be terminated and the payments described in Section 4 above will be made to the employee.

Section 6. Employees shall be recalled from layoff by job classification according to their bargaining unit seniority (overall seniority) within the effected job classification with the most senior employee being recalled first. Employees shall have recall rights for 18 months from their date of layoff.

Section 7. Laid off probationary employees have no recall privileges.

Section 8. The Municipality has the right to hire and utilize seasonal or temporary employees to perform duties and functions typically performed by bargaining unit employees. In the event that bargaining unit employees are in a layoff status, the Municipality will offer those employees in layoff status the opportunity to work seasonal or temporary assignments under the terms and conditions applicable to such assignments. The Municipality will not engage in any subterfuge to avoid filling open/laid off full-time positions.

ARTICLE 34 BARGAINING UNIT WORK

Department Heads, supervisors and managers may perform work normally engaged in by bargaining unit employees for limited reasons including instruction, training, supervision, filling in for absenteeism or emergencies (other than to avoid overtime payment) or where the duties of such working supervisory employees overlap the duties of bargaining unit employees. The Municipality has the right to utilize seasonal and temporary employees provided they will not be used to permanently replace bargaining unit employees. As set forth in the Recognition clause, seasonal and temporary employees are not included in the bargaining unit. There shall be no layoff of bargaining unit members as a result of this Article.

ARTICLE 35 SUBCONTRACTING

The Union agrees that the Municipality has the right to enter into contracts for the performance of work customarily performed by employees in the bargaining unit. The Municipality shall give notice in writing to the Union of its intention to enter into a contract with the third party contractor at least four (4) weeks prior to the entry into the contract with the third party contractor. The purpose

of this notice is to afford the Union the opportunity to meet and discuss concerning such subcontracting or to meet and discuss concerning possible alternatives to subcontracting.

ARTICLE 36 DISCRIMINATION/SEXUAL HARASSMENT

Section 1. Both the Employer and the Union agree not to discriminate against any employee on the basis of race, religious creed, color, ancestry, sex, age, national origin, disability, union membership, or political affiliation.

Section 2. The Employer does not condone sexual harassment of any employee and encourages employees who believe that they have been or are the object of such conduct, to report such allegations as soon as possible, as per the Municipality of Kingston's Sexual Harassment Policy.

Section 3. An employee who has filed a sexual harassment complaint will be notified when the investigation has been concluded. The employee will be informed of the results of the investigation.

ARTICLE 37 COMMERCIAL DRIVERS LICENSE

Section 1. While employed by the Municipality, the Municipality shall pay for the cost of a Commercial Driver's License (CDL) and any necessary endorsements, as required by the Employer or by federal or state law. However, the cost of an individual's regular driver's license shall be deducted from that amount and shall not be reimbursed by the Employer.

Section 2. The Employer shall pay for all subsequent renewals on the same basis as set forth above in Section 1.

Section 3. The Employer will reimburse employees for the costs set forth above in Sections 1 and 2 within thirty (30) days from the date the employee provides proof of payment to the Employer that he has already paid the initial licensing fee or renewal fee, as is applicable.

Section 4. Employees who are required to have a CDL will be bound by any laws, regulations or rules relating to alcohol and drug testing promulgated by the federal or state government.

ARTICLE 38 HEALTH AND SAFETY

Section 1. The Employer shall not intentionally assign any employee work duties that would jeopardize the health and safety of such employee. Employees are responsible for performing their duties in a safe and appropriate manner. The employer will provide proper safety gear and a first aid kit.

Section 2. Employees and the Union are encouraged to bring issues effecting health or safety to the attention of the immediate supervisor of the relevant Department. In addition, the Employer and Union agree to establish a Health and Safety Committee consisting of equal parts of Management and Union representatives. The Committee will include no more than 2 bargaining unit employees, one of whom shall be from the Public Works Department and one from the Parks and Recreation Department. This Committee will hold formal meetings at least twice per calendar year to review health and safety concerns of Management and the Union.

Section 3. The Union or a grievant may file a grievance concerning alleged violations of this Article directly at the Second Step of the parties' grievance procedure.

ARTICLE 39 WORKERS' COMPENSATION

Section 1. It is understood that the Municipality is subject to the provisions of the Pennsylvania Workers' Compensation Act, and employees who suffer an on-the-job injury may be eligible for benefits under that statute. The parties agree that the remedy provided to employees under the Pennsylvania Workers' Compensation Act is an exclusive one and that the provisions of this Article will not be subject to the grievance or arbitration procedures set forth in Article 11.

Section 2. Employees who are injured on the job must comply with the Municipality's policies and procedures on Workers' Compensation including but not limited to procedures for: reporting any on-the-job injuries, completing appropriate paperwork, submitting appropriate medical documentation and treating with the Municipality's panel of designated physicians in accordance with the Municipality's Workers' Compensation/Accident Reporting Policy. An employee who is injured on duty must immediately notify his supervisor of said injury prior to the end of the employee's shift on which the injury occurred or as soon as the employee becomes aware of the injury. Employees should report any on-the-job injuries or accidents to their supervisors as soon as possible.

Section 3. Modified Duty. The Municipality will make a reasonable effort to provide employees who have been on duty with modified, temporary work assignments where available. The Municipality shall not be required to create any budgeted position related to modified duties. Any approval for modified duty will be at the sole discretion of the Municipality. An employee working in a temporary, modified duty position must comply with all of the rules, regulations and policies of the Municipality.

Section 4. An employee who has been assigned modified duty will receive his regular hourly rate of pay in accordance with the collective bargaining agreement based on the hours actually worked by the employee. Generally, such employees working on modified duty will not be eligible for overtime assignments except in emergencies or as otherwise deemed necessary by the Department Head. While assigned to a modified duty position, the Employer within its sole discretion, may require the employee to be examined by the Municipality's physician every 45 days.

Section 5. The Municipality in its sole discretion will decide the length of and availability of such modified duty assignments.

Section 6. If an employee is out of work on a work-related injury and is not able to return to work in a modified duty assignment due to the nature of his injury or because the Municipality does not have modified duty work available, the employee will continue to be eligible for hospital and medical insurance and life insurance benefits on the same basis and terms as other employees covered by this Agreement up to a maximum period of one (1) year. In addition, employees who have not returned to work in a modified duty position and are receiving workers' compensation benefits will not accrue sick leave, vacation time, personal leave or holiday pay after the first thirty (30) days of being eligible for and receiving workers' compensation benefits.

Section 7. If an employee has been out of work on a work related injury and has not returned to work in a temporary, modified duty or full duty position for a period of one (1) year, the employee will be terminated from the Municipality's payroll. The Municipality acknowledges that it is subject to certain disability discrimination statutes and laws and if applicable, will comply with those laws prior to terminating the employee.

Section 8. An employee who has been out of work for a non-work related injury or illness and who has not returned to work in a temporary, modified duty or full duty position for a period of one(1) year will be terminated from the Municipality's payroll. The Municipality acknowledges that it is subject to certain disability disc

termination statutes and laws and if applicable, will comply with those laws prior to terminating the employee.

**ARTICLE 40
SEPARABILITY**

In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provisions herein are found to be invalid and unenforceable by a Court or other authority having jurisdiction, then such provisions shall be considered void, but all other valid provisions shall remain in full force and effect.

**ARTICLE 41
SUCCESSOR CLAUSE**


If lawful, this Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns of each.

**ARTICLE 43
RATIFICATION AND APPROVAL**


This Agreement is made conditioned upon the express ratification of the membership of the Union and the approval by Municipal Council.


IN WITNESS WHEREOF, THE MUNICIPALITY AND THE UNION INTENDING TO BE LEGALLY BOUND, AGREE THAT THIS COLLECTIVE BARGAINING AGREEMENT CONSTITUTES THE FULL AGREEMENT BETWEEN THE PARTIES.


FOR AFSCME,
DISTRICT COUNCIL 87, AFL-CIO



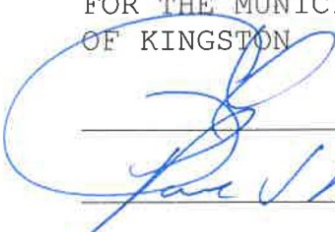
Gary Mitchell









FOR THE MUNICIPALITY
OF KINGSTON





9-15-2021

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