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**COLLECTIVE  
BARGAINING  
AGREEMENT**

by and between the

**TOWN OF HIGHLANDS**

and the

**TOWN OF HIGHLANDS  
EMPLOYEE ASSOCIATION**

**January 1, 2005 – December 31, 2007**

**RECEIVED 6/30/05**

# Collective Bargaining Agreement

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# 1 PREAMBLE

## 1.1 Notice of Agreement

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is entered into by the Town of Highlands, hereinafter referred to as the “Town” or the “Employer”, and the Town of Highlands Employee Association; hereinafter referred to as the “Association”.

**1.1.2 Purpose of Agreement:** This Collective Bargaining Agreement has as its purpose the promotion or harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and all other terms and conditions of employment.

# 2 ASSOCIATION RIGHTS

## 2.1 Recognition

**2.1.1 Recognition:** The Employer recognizes the Association as the sole and exclusive bargaining representative of those employees of the Town of Highlands within the classification of Town employees identified in 2.2.1, below, who were voluntarily recognized for the purpose of collective negotiations concerning, wages, hours of work, dispute resolution and all other terms and condition of employment.

Individual agreements made with the Town prior to formal Recognition of the Exclusive Bargaining Agent are not recognized, and are therefore null and void.

## 2.2 Definition of Bargaining Unit

**2.2.1 Inclusion:** Included in the bargaining unit are all regular full-time laborers, motor equipment operators, and any other employees of the Town Sanitation Department and Town Highway Department who regularly perform year-round work.

**2.2.2 Exclusion:** Excluded from the bargaining unit are the Superintendent of Highways, Deputy Highway Superintendent, supervisory employees, part-time employees, temporary employees, seasonal employees, and clerical employees.

**2.2.3 Regular Full-time Employee:** For the purpose of this Collective Bargaining Agreement, a “regular full-time employee” will mean and refer to an employee who is regularly scheduled to work forty hours per week.

**2.2.4 Part-time Employee:** For the purpose of this Collective Bargaining Agreement, a “part-time employee” will mean and refer to an employee who is scheduled to work less than forty hours per week and will not be eligible for benefits provided through this Collective Bargaining Agreement.

**2.2.5 Temporary Employee:** For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean and refer to someone who is called in to work on an as needed basis including someone who is called in to replace an employee on an approved leave of absence. Such employee will not be eligible for benefits provided through this Collective Bargaining Agreement.

**2.2.6 Seasonal Employee:** For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste or other traditional summer duties, or to assist in snow removal. Seasonal personnel shall not be eligible for benefits provided through this Collective Bargaining Agreement.

## **2.3 Association Membership/Agency Shop**

**2.3.1 Association Membership:** The Town shall recognize the form of union security known as “Agency Shop”. An employee who chooses to become a member of the Association shall sign an authorization card for dues deduction and submit it to the Association. Thereafter, the Association will forward the authorization to the Town and the Town will deduct and remit the dues, initiation fees, and/or assessments in accordance with 2.3.3, below.

**2.3.2 Agency Shop:** An employee who does not become a member of the Association by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Association in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Association.

**2.3.3 Dues/Fees:** The Town will deduct membership dues or agency shop fees, as the case may be, from the pay of each employee at the close of each pay period and remit the sum to the Association. The Association shall be solely responsible for advising the Town the amount of this deduction and to account to its member for the disbursement of all funds collected pursuant to this section.

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

## **2.4 Leave for Contract Administration**

**2.4.1 Investigation and Presentation of Grievances:** There shall be one Association Representative elected by the members of the Association and one alternate representative elected by the members; only one representative shall be permitted to investigate and process alleged grievances during regular working hours without loss of pay or leave credits. The Association Representative will be allowed release time, without pay, to attend conferences and hearings of the New York State Public Employment Relations Board that are initiated by the Association.

**2.4.2 Requests for Release Time:** Said employee must obtain authorization from the Superintendent of Highways prior to leaving the assigned work. Requests will not be unreasonably denied.

**2.4.3 Meetings with Management:** The Association Representative will be allowed release time during working hours, without loss of pay or leave credits, to meet with management only when the Superintendent of Highways or the Town Supervisor has requested the meeting.

## **2.5 Leave for Negotiations**

**2.5.1 Eligible Employees:** The Association may designate up to two employees to attend negotiations with the Town. The representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

## **2.6 Access to Town Premises**

**2.6.1 Association Representatives:** Representatives of the Association who are not employed by the Town will be allowed access to the Town's premises for the purpose of conducting legitimate Association business related to the administration of this collective bargaining agreement provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Superintendent of Highways.

## **2.7 No Strikes or Lockouts**

**2.7.1** The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or encourage or to impose obligations upon its members to conduct, assist or participate in such strike. The employer will not institute or take part in any illegal lockout of the employee.

# **3 MANAGEMENT RIGHTS**

## **3.1 Management Rights Clause**

**3.1.1** The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this Collective Bargaining Agreement.

**3.1.2** In the event the contracting or subcontracting for services result in the layoff of an employee, the employee will receive from the Town a severance package of full pay for eight weeks plus continuation of medical insurance contributions for eight weeks.



## 4 EMPLOYEE RIGHTS

### 4.1 Probation

**4.1.1 Length of Probationary Period:** An employee's original appointment to a position in the non-competitive or labor class shall be for a probationary period of no more than fifty-two weeks.

**4.1.2 Failure to Successfully Complete Probationary Period:** The Town may dismiss the employee from employment at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

**4.1.3 Part-time, Temporary or Seasonal:** In the event a part-time, temporary, or seasonal employee is hired as a regular full-time employee, such individual shall serve the full probationary period.

### 4.2 Seniority

**4.2.1 Service Seniority:** Seniority shall be defined as the employee's continuous years of service as a regular full-time employee with the Town of Highlands commencing with the date of hire/appointment in the Town.

**4.2.2 Same Length of Service:** In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

**4.2.3 Disability Leave or Military Leave:** An employee who is on a leave of absence due to an approved Workers' Compensation claim and is not drawing on paid leave credits or an employee who is on an approved unpaid leave of absence due to an off-the-job illness or injury or due to military leave will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in "continuous service" and the employee's anniversary date will not be adjusted.

**4.2.4 Layoff:** An employee will not accrue seniority while the employee is on an unpaid leave of absence (except as provided in 4.2.3 above) or in layoff status. Such leave will not be considered as a break in "continuous service"; however, the employee's anniversary date will be extended for a period equivalent to the time of such leave.

### 4.3 Layoff Procedure

**4.3.1 First to be Laid Off:** In the event of a reduction in the number of positions in a job title within the bargaining unit, the employee within that job title with the least service seniority will be the first to be laid off.

**4.3.2 Bumping Rights:** An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit.

**4.3.3 Unemployment Insurance:** The Employer agrees to provide unemployment compensation insurance for all employees covered by this Collective Bargaining Agreement eligible to receive such compensation as provided by New York State.

## **4.4 Recall Procedure**

**4.4.1 Recall to Same Job Title:** In the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position. This process will be followed until each laid-off employee who was within that job title has been recalled to that job title.

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

## **4.5 Personnel File**

**4.5.1 Employee Access:** An employee may review and copy the contents of the employee's own personnel file, with the exception of letters of reference. The employee must make an appointment with the Superintendent of Highways. The employee may not remove or place any material in the file without the approval of the Superintendent of Highways. An employee may request copies of any documents or notations which were placed in the employee's file absent the employee's knowledge. Any formal documentation placed in an employee's personnel file must also be provided to the employee to review, respond to and/or challenge.

**4.5.2 Association Access:** With the written consent of the employee, a representative of the Association will be allowed to review and copy the contents of the employee's personnel file, with the exception of letters of reference. An authorized official of the Town must be present when the employee inspects the file.

# **5 VACANCIES & PROMOTIONS**

## **5.1 Notification of Vacancies**

**5.1.1 Posting:** In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least seven calendar days. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

**5.1.2 Application:** Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by making a written application. All employees who apply will be given an interview.

## 5.2 Appointment to Vacancies

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

**5.2.3 Probationary Period (Promotion/Transfer):** An employee who is promoted or transferred into a new position shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Town may rescind the promotion or transfer and the employee will be reinstated to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

## 6 HOURS OF WORK

### 6.1 Work Schedule

**6.1.1 Workday:** The Superintendent of Highways will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department.

**6.1.2 Workweek:** The Superintendent of Highways will establish an employee's scheduled days of work, which may differ from the normal days of operation to meet the particular needs and requirements of the department.

**6.1.3 Additional Hours of Work:** The Superintendent of Highways may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the Superintendent of Highways before working additional hours.

**6.1.4 Procedure for Assigning Additional Hours:** In the event there is an opportunity in a given job title to work additional hours, the opportunity shall first be offered on a rotational basis to employees in that job title. The rotation in the Highway Department will normally be on a weekly basis beginning on Monday at 12:01 a.m. In the event no employee volunteers (including part-time, temporary, and seasonal personnel), the work shall be assigned on a rotating basis to regular full-time employees in that job title.

**6.1.5 Errors in Assigning Additional Hours:** In the event the Town makes an error in the assignment of additional hours, the Town shall offer the next opportunity to work additional hours to the employee who should have been offered the additional hours.

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

### 6.2 Notification of Absence

**6.2.1 Notification of Tardiness:** An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the employee's immediate Supervisor as soon as possible before the employee's scheduled starting time.

**6.2.2 Notification of Sick Leave:** An employee who is sick shall notify the employee's immediate Supervisor thirty minutes prior to the start of the employee's shift. Failure to give this notice, except in mitigating circumstances, will render the employee ineligible to use sick leave credits for the absence. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

**6.2.3 Early Departure:** In the event an employee must leave work during the workday, the employee must notify the employee's immediate Supervisor prior to leaving.

### **6.3 Meal & Rest Periods**

**6.3.1 Meal Period:** An employee who works more than six hours in a given day will receive a **paid**, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, an employee may leave the work-site during the meal period.

**6.3.2 Observance of Meal Periods** - In accordance with New York State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

**6.3.3 Rest Periods:** An employee will normally receive one paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday. During a "compressed workweek" when regular full-time employees are assigned to four ten-hour days, an employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the second half of the employee's workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period.

Rest periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Unless otherwise directed by the Superintendent of Highways, all rest periods must be taken at the work-site and may not exceed the time allowed.

## 7 COMPENSATION

### 7.1 Wage Rates

#### 7.1.1 Pay Schedule:

	12/31/200 4	1/1/200 5	1/1/200 6	1/1/200 7
MEO	\$17.92	\$18.64	\$19.38	\$20.16
HEO	\$17.65	\$18.36	\$19.09	\$19.85
MEO/Mechani c	\$18.18	\$18.91	\$19.66	\$20.45
Driver	\$14.65	\$14.97	\$15.60	\$16.22
Driver	\$14.11	\$14.97	\$15.60	\$16.22
Driver	\$14.11	\$14.97	\$15.60	\$16.22
Driver	\$13.11	\$13.93	\$14.77	\$15.60
Laborer	\$11.50	\$12.25	\$13.03	\$13.84
Laborer	\$11.50	\$12.25	\$13.03	\$13.84

**7.1.2 New Hires:** If the Town hires an employee who is entitled to become a member of the bargaining unit, the Town shall immediately contact the Association so that negotiations over the rate of pay and all other matters relating to the new hire shall be provided.

### 7.2 Premium Pay for Overtime

**7.2.1 Authorization:** An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

**7.2.2 Overtime Rate:** In accordance with the FLSA; all work week hours worked in excess of forty hours shall be paid at the overtime rate of time and one half the employee's regular rate of pay. The workweek shall commence on Monday of each week at 12:01 a.m.

**7.2.3 Credit for Paid Leave:** All paid leave will be included as time worked in the computation of overtime.

### 7.3 Call-In Pay

**7.3.1 Compensation:** Any employee called in to work after, or prior to the employee's regular scheduled hours of work, shall be paid a minimum of two hours of pay at time and one half the employee's regular rate of pay regardless of the time the employee has to work.

**7.3.2 Start Time:** The pay for an employee who is called in will begin when the employee receives the call, however, the time between the time of the call and the time the employee arrives at the garage or the assigned worksite, as the case may be, shall not be more than thirty minutes.

## 7.4 Out-of-Title Pay

**7.4.1 Authorization:** The Superintendent of Highways may require an employee to work out-of-title. An employee must receive prior approval from the Superintendent of Highways before working in a higher graded title.

**7.4.2 Compensation:** An employee performing the major duties and responsibilities of a higher paid classification for at least five working days or more shall receive the rate of pay for the higher employee classification.

## 7.5 Pay Period

**7.5.1 Payroll Period:** The payroll period will begin on Monday at 12:01 a.m. and end fourteen calendar days later on Sunday at 11:59 p.m. An employee's paycheck will be based on the amount earned during the preceding payroll period.

**7.5.2 Pay Date:** Paychecks will normally be issued on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

## 8 PAID LEAVE

### 8.1 Holidays

**8.1.1 Designated Holidays:** The holidays listed below will be observed on the day designated by the Superintendent of Highways.

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- November Election Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

**8.1.2 Holiday Pay Eligibility:** Regular full-time employees are eligible for paid holidays upon hire.

**8.1.3 Holiday Pay:** A regular full-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular rate of pay.

**8.1.4 Assigned to Work on a Holiday:** A regular full-time employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay".

**8.1.5 Holiday Pay Requirements:** An employee must work the employee’s scheduled workday before and the employee’s scheduled workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is a Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive holiday pay for the Monday, unless the employee is on a scheduled paid vacation, approved bereavement leave, or scheduled jury duty leave.

In the event an employee was absent on the scheduled workday before a holiday and then reported to work on the holiday, the employee would receive one and one-half the employee’s regular rate of pay for all hours worked but not “holiday pay”.

**8.1.6 Holiday Pay during Paid Leaves:** In the event a designated holiday occurs on an employee’s regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee’s leave credits will not be charged for that day.

**8.1.7 Religious Holidays:** An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

## 8.2 Vacation Leave

**8.2.1 Allowance (Accrual System):** A regular full-time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

	CREDITS PER PAYPERIOD
Upon hire thru 3 years of continuous service	3.08 hours (equals 80 hours/year)
From start of 4 <sup>th</sup> year thru 15 years of continuous service	6.15 hours (equals 160 hours/year)
From start of 16 <sup>th</sup> year until separation from employment	8.00 hours (equals 208 hours/year)

For example, an employee who has completed three years of continuous service on February 26<sup>th</sup> will see an increase in the number of hours credited from 3.08 hours per pay period to 6.15 hours per pay period; similarly, an employee who has completed 15 years of continuous service on November 21<sup>st</sup> will see an increase from 6.15 hours per pay period to 8 hours per pay period.

**8.2.2 New Employees:** A newly hired regular full-time employee may not use accumulated vacation leave credits until completion of six months of continuous employment, at which time the employee will be credited with forty hours of paid vacation leave.

**8.2.3 Accrual During Leaves of Absence:** An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers’ Compensation claim.

**8.2.4 Accumulation:** An employee may accumulate vacation leave credits to a maximum of one-hundred and sixty hours. Any vacation credits in excess of one-hundred and sixty hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may “carry” the excess for ninety calendar days.

**8.2.5 Annual Buy-Back:** An employee who has completed four years of continuous service may receive cash payment for up to eighty hours of accumulated vacation leave credits during any calendar year. Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

**8.2.6 Scheduling:** An employee must receive prior approval from the Superintendent of Highways to take vacation leave. The request must be submitted, in writing, to the Superintendent of Highways as far in advance as possible. The Superintendent of Highways will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Vacation leave may not be used in increments of less than four hours. An employee may take vacation leave only after it has been credited.

**8.2.7 Termination of Employment:** An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled. Payments shall be made based on the employee's regular rate of pay in effect at the time the separation from service occurs. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In the case of an employee's death while being employed by the Town of Highlands; the employee's beneficiary or estate shall be compensated for all accumulated vacation leave as stated above.

### **8.3 Sick Leave**

**8.3.1 Allowance (Accrual System):** A regular full-time employee will be credited with 3.7 hours of paid sick leave each pay period.

**8.3.2 New Employees:** A newly hired regular full-time employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time the employee will be credited with 48 hours of paid sick leave.

**8.3.3 Accrual during Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

**8.3.4 Accumulation:** There is no cap on the amount of sick leave an employee may accumulate.

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

**8.3.6 Notification of Sick Leave:** An employee who is sick shall notify the employee's immediate Supervisor thirty minutes prior to the start of the employee's shift. Failure to give this notice, except in mitigating circumstances, will render the employee ineligible to use sick leave credits for the absence. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

**8.3.7 Medical Verification:** The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave.



**8.3.8 Abuse of Sick Leave:** An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excessive amount of sick leave will be subject to appropriate disciplinary action.

**8.3.9 Return to Work:** Before returning to work, an employee who was absent from work for three consecutive days due to an injury or illness may be required to submit a statement from the employee's health care provider specifically stating that the employee is able to return to work either with or without restrictions and what those restrictions are.

**8.3.10 Retirement Credit:** The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

**8.3.11 Retirement Buy-Back:** An employee who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to one-hundred eighty (180) days prorated at 50% of current salary at retirement, which in no event may exceed twelve thousand dollars (\$12,000).

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

## **8.4 Personal Leave**

**8.4.1 Allowance (front-loaded):** Each regular full-time employee shall receive twenty-four hours of paid personal leave at the beginning of each calendar year.

**8.4.2 New Employees:** A regular full-time employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. For example, an employee who is hired on March 1<sup>st</sup> will be credited with 20 hours of paid personal leave; an employee who is hired on October 1<sup>st</sup> will be credited with 6 hours of paid personal leave. Thereafter, the employee will be credited on the first day of January for use during that year.

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

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

**8.4.5 Scheduling:** Personal leave may be granted by the Superintendent of Highways upon receipt of written notice of at least two work days prior to the date requested; if due to exigent circumstances two-days notice is not feasible, said request shall not be unreasonably denied. Personal leave days may be taken in whole or half day increments. An employee may take personal leave only after it has been credited.

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

## **8.5 Bereavement Leave**

**8.5.1 Immediate Family:** In the event of a death of a regular full-time employee's immediate family member, the employee shall be granted five consecutive work days of bereavement leave of absence (for each occurrence) immediately following the death. Such leave will be with no loss of pay; said days shall not be deducted from any other paid leave benefit time.

For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Child (including step & foster)
- Parent or Legal Guardian

**8.5.2 Extended Family:** In the event of a death of a regular full-time employee's extended family member, the employee shall be granted three consecutive work days of bereavement leave of absence (for each occurrence) immediately following the death. Such leave will be with no loss of pay; said days shall not be deducted from any other paid leave benefit time.

For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Spouse's Parent
- Grandchild
- Child's Spouse
- Grandparent

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

**8.5.4 Effect on Vacation Leave:** In the event of a death in the immediate family (as referred to above) while an employee is on vacation; the employee upon request, shall be granted an extension at the employee's vacation time for the additional period provided under this Bereavement Leave section.

## **8.6 Jury Duty**

**8.6.1 Leave of Absence:** Any employee required to serve on jury duty shall be granted a paid leave of absence for such necessary duty or service.

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

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



## **8.7 Military Leave**

**8.7.1 During Work:** Any employee required by any branch of the Armed Forces of the United States of which the employee is a reserve member, e.g. National Guard, State Militia, etc. to render military service, shall be granted military leave subject to all applicable laws absent loss of benefit time.

## **9 UNPAID LEAVE**

### **9.1 Approved Unpaid Leave of Absence**

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

**9.1.2 Request for Unpaid Leave:** The employee must submit such request and the reasons for the leave, in writing, to the Town Board at least thirty calendar days prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

**9.1.3 Conditions of Leave:** The Town Board will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Town Board deems appropriate. An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.

**9.1.4 Return to Work:** An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. If the employee's previous job cannot be vacated upon return, the employee will be placed on a waiting list.

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

## **10 INSURANCE**

### **10.1 Medical Insurance**

**10.1.1 Insurance Plan:** The Town will make available medical insurance and a prescription drug plan, to each eligible regular full-time employee and the employee's eligible family. In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan.

**10.1.2 Date Coverage Begins:** Coverage will begin on the first day of the month following the employee's first day of employment, provided the employee meets all eligibility requirements of the insurance plan and the employee has submitted the necessary enrollment forms.

**10.1.3 Change in Insurance Plans:** The Town may change the insurance carrier and/or offer alternative plans in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

**10.1.4 Premium Payment for HMO:** The Town will pay the full premium for individual, two-person, or family coverage, as the case may be, for MVP 20+.

**10.1.5 Premium Payment for NYSHIP:** Effective when the MVP option is made available, the Town will pay ninety-five percent of the monthly premium for individual coverage or ninety percent of the monthly premium for family coverage, as the case may be, for the New York State Health Insurance Plan. The employee's contribution to the premium will be deducted from the employee's regular paycheck.

## **10.2 Pre-Tax Medical Expenses**

**10.2.1 Flexible Spending Accounts:** An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA), dependent care FSA, or both. Money set aside in an employee's medical care FSA may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care FSA may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's FSA account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator.

## **10.3 Medical Insurance Buy-Out**

**10.3.1 Summary:** Each member of the bargaining unit shall be entitled to the medical insurance buyout offered to all employees of the Town and shall follow the guidelines provided in the Employee Handbook.

## **10.4 Workers' Compensation Insurance**

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

**10.4.2 Plan:** The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

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

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

**10.4.5 Continuation of Medical Insurance:** For an employee who is receiving Workers' Compensation payments for lost time **and** is continuing to draw on accrued sick leave credits, the Town will continue to contribute toward the medical insurance premium for **up to a maximum of one year** provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the Town will no longer contribute toward the medical insurance premium, however, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

## **10.5 Short-Term Disability Insurance**

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

**10.5.2 Plan:** The Town may, at its discretion, change carriers and/or offer an alternative short-term disability plan.

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

**10.5.4 Reporting of Injury:** An employee must submit a written report of the injury to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence.

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

**10.5.6 Continuation of Medical Insurance:** For an employee who is receiving short term disability payments under this plan **and** is continuing to draw on accrued sick leave credits, the Town will continue to contribute toward the medical insurance premium for **up to a maximum of one year** provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the Town will no longer contribute toward the medical insurance premium, however, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA. For employees enrolled in the New York State Health Insurance Program (Empire Plan), the premium may be waived in accordance with plan documents.

## **11 RETIREMENT BENEFITS**

### **11.1 Medical Insurance for Retired Employees**

**11.1.1 Coverage:** The Town offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. Such retired employee and/or spouse are not entitled to such insurance coverage if medical and prescription drug benefits are provided under another health plan or through another employer.

In the event the retiree predeceases the retiree's eligible spouse, the Town will continue to make its premium contributions until the spouse reaches Medicare eligibility, thereafter, the surviving spouse may continue coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

**11.1.2 Eligibility:** To be eligible for coverage, the retiree must meet both of these requirements: 1) must have at least twenty-five years of continuous service with the Town; and 2) upon the effective date of retirement must have been granted a bona-fide retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

**11.1.3 Insurance Plan and Premium Contributions:** The Town will make available the same plan and same premium contributions as it makes available for active employees in the bargaining unit. For example, if at some future date the premium contribution made by active employees should change, all retirees receiving medical insurance through the Town will be required to make the same premium contributions.

**11.1.4 Medicare:** Coverage under a medical insurance plan made available through the Town will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and eligible spouse may be required to change the medical insurance and prescription drug plans in order to enroll in a Medicare supplemental policy. The Town will not reimburse a retiree and/or the retiree's eligible spouse for the cost of the Medicare Part B premium.

## **12 GENERAL PROVISIONS**

### **12.1 Work Accouterments**

**12.1.1 Clothing Allowance and Equipment:** The Town of Highlands and the Association agree to continue with the existing practice concerning the clothing allowance. The Town shall allocate monies in the amount of five hundred dollars for each employee for each year of the collective bargaining agreement.

## 12.2 Training

**12.2.1 Summary:** The Town of Highlands shall provide appropriate training to the Town of Highlands Employee Association members when available. Before attending any training or educational courses or seminars, member of the Association shall have obtained Town approval. All notices of available training will be forwarded to the Association who shall have the responsibility of posting the notice.

## 12.3 Safety and Health

**12.3.1 Hepatitis Immunization:** Immunization shots for the above mentioned shall be provided by the Town of Highlands to all members of the bargaining unit.

## 12.4 Driver's License

**12.4.1 Requirement to Possess a Driver's License:** An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

**12.4.2 Loss or Suspension of Driver's License:** An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the Town.

**12.4.3 Requirement to Possess a Commercial Driver's License:** An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

**12.4.4 Loss or Suspension of Commercial Driver's License:** An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

## 12.5 Transitional Duty Program

**12.5.1 Preamble:** The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position as set forth in the job description established by the Town, the Superintendent of Highways may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.



**12.5.2 Eligibility:** The employee must be classified as partially disabled at fifty percent or less by the insurance carrier **and** the employee must have a prognosis of full recovery within **eight** calendar weeks. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a medical examination ordered by the Town. The Town shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations. An employee who refuses to submit to a medical examination ordered by the Town will be subject to appropriate disciplinary action.

**12.5.3 Transitional Duty Assignment:** The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

**12.5.4 Wages and Benefits:** While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to regular full-time employees set forth in this collective bargaining agreement.

**12.5.5 Duration of Assignment:** A Transitional Duty assignment shall not exceed **eight** calendar weeks or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

**12.5.6 Refusal of Assignment:** In the event the employee refuses a Transitional Duty assignment, the employee will be referred to the Town's current insurance carrier for a benefit determination and may be subject to appropriate disciplinary action.

## **13 DUE PROCESS PROCEDURES**

### **13.1 Grievance Procedure**

**13.1.1 Definition:** A contract grievance is an alleged violation of any expressed provision of this collective bargaining agreement.

**13.1.2 Step One - Formal Grievance:** The Association may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates, and the remedy sought.

The grievance must be submitted, in writing, to the Superintendent of Highways within thirty calendar days from knowledge of the occurrence, or when the Association should have had knowledge. The Superintendent of Highways shall render a decision within ten business days thereafter.

**13.1.3 Step Two - Appeal:** Thereafter, the Association shall have five business days from receiving the Step One response, or when the Step One response should have been received, to appeal the decision to the Town Board. The appeal must be submitted in writing to the Town Clerk. The Town Board shall render a decision in writing on the grievance within ten business days thereafter.

**13.1.4 Step Three - Binding Arbitration:** If the Association is not satisfied with the response to the grievance at Step Two, the Association may submit the grievance for final and binding determination by an arbitrator previously chosen by the Town and the Association from an established list. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received.

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

The fees of the arbitrator shall be shared equally between the parties. Any/either party may waive such stenographic record and transcript of the proceeding. The cost of the stenographic record shall be paid by the party requesting it and a free copy will be provided to the Town and to the arbitrator.

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

## **13.2 Disciplinary Procedure**

**13.2.1 Discipline for Just Cause:** The Town shall not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

Causes for immediate discharge of an employee shall include, but not be limited to the following:

Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person, whether on or off Town premises;

Possession of weapons, including but not limited to knives, firearms, and explosives, on Town property or in Town vehicles;

Possession or use of alcohol or controlled substances on Town property or in Town vehicles;

Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town;

Preparation or manipulation of another employee's time record;

Acts of sabotage, including the work of another employee;

Gross insubordination or willful refusal to comply with the lawful order or instruction of the Superintendent of Highways; or

Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.

**13.2.2 Notice of Discipline:** The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty. Simultaneously, a copy of the notice shall be sent to the Association.

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

Within seven calendar days after receiving the appeal, a committee of the Town Board shall meet with the disciplined employee and the designated representative of the Association. Within seven calendar days after said meeting, the Town Board shall issue a written response which shall be given to the Association.

**13.2.4 Appeal of Disciplinary Action:** If the Association is not satisfied with the response of the Town Board, the Association may submit the matter to arbitration by filing a demand for arbitration in accordance with 13.1.4, above. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Board or when the response should have been received.

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

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

## **14 APPLICATION OF AGREEMENT**

### **14.1 Duration of Agreement**

**14.1.1** This Collective Bargaining Agreement shall be effective from January 1, 2005 through December 31, 2007, unless otherwise agreed to by the parties.

### **14.2 Continuation of Agreement**

**14.2.1 Maintenance of Benefits:** Benefits previously provided to employees now recognized as the Association and as a matter of general practice shall remain in effect, unless amended by this or in a successor agreement.

**14.2.2 Continuation of Current Agreement:** In the event the parties do not agree to a successor agreement prior to January 1, 2008, the terms of this Collective Bargaining Agreement will remain in effect until a new agreement is reached.

**14.2.3 Interest Arbitration:** If contract negotiations for a successor agreement reach an impasse, the association may file a Demand for Voluntary Contract Arbitration with PERB. The fee of the arbitrator and all other related costs shall be borne equally by the employer and the association. Any party desiring a transcript of said procedure shall pay the cost and will supply a copy of the transcript to the other party. Any employee required to appear at a hearing who is not scheduled to work shall be paid for all hours required to attend at the rate of one and one-half his regular rate of pay.

### **14.3 Non-Discrimination**

**14.3.1** It is understood by the parties that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, religion, pregnancy, veteran status, disability, genetic predisposition or carrier status, sexual orientation, or any other protected class or status.

### **14.4 Savings Clause**

**14.4.1** Should any of the provisions, portions, or applications of this collective bargaining agreement be held invalid or unlawful and unenforceable by a court of competent jurisdiction, said provision(s), portion(s), or application(s) shall be omitted from the Agreement. Any such court order shall affect only the particular word, phrase or provision adjudged and shall have no affect on any other part of the agreement.

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

### **14.5 Legislative Action**

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

**14.6 Execution of Agreement**

**IN WITNESS WHEREOF**, the parties have caused this collective bargaining agreement to be signed by their respective representatives on June \_\_, 2005.

**TOWN OF HIGHLANDS**

**TOWN OF HIGHLANDS  
EMPLOYEE ASSOCIATION**

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**G. R. Bob Monroe  
Town Supervisor**

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**Richard Jersey  
Association Representative**

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**Richard D. Parry  
Town Board Member**

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**Rodney A. Brown  
Association Representative**

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**Michael A. Richardson  
Labor Relations Consultant**

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**Dr. Shelley Love  
Labor Relations Specialist**