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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF LaGRANGE

and the

**CIVIL SERVICE
EMPLOYEES
ASSOCIATION, INC.**

LOCAL 1000, AFSCME, AFL-CIO
Town of LaGrange Unit
Dutchess County Local 814

January 1, 2009 – December 31, 2009

Collective Bargaining Agreement

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This is a Collective Bargaining Agreement between the Town of La Grange, a municipality in the State of New York, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter referred to as "Town" or "Employer") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Dutchess County Local #814, Town of La Grange Unit 6668, (hereinafter referred to as the "Union").

1.1.2 Purpose of Agreement: This Collective Bargaining Agreement between the Town and the Union is for the purpose of setting forth the terms and conditions of employment of the Town's employees in the negotiating unit represented by the Union.

2 UNION RIGHTS

2.1 Recognition

2.1.1 Definition of Bargaining Unit: The Union has been recognized as the exclusive bargaining agent for all of the Town's full-time employees employed in the Town's Highway Department, and all full-time non-management employees of the Town's Recreation Department, for the purpose of collective bargaining and the resolution of grievances, pursuant to the Civil Service Law. The period of unchallenged representation for the Union shall be for maximum periods allowed under Section 208(c) of the Civil Service Law. The Union affirms that it does not assert the right to strike against the Town, and that it shall not cause, instigate, encourage or condone strikes.

2.1.2 Excluded from Bargaining Unit: Excluded from the bargaining unit are the Highway Superintendent, the Deputy Highway Superintendent, and the Secretary to the Highway Superintendent, management and secretarial employees of the Highway Department, management employees of the Recreation Department, Secretary to the Recreation Department, part-time employees, probationary employees, temporary employees, and seasonal personnel.

2.1.3 Seasonal Employees (Highway): For the purpose of this Collective Bargaining Agreement, a "seasonal employee" in the Highway Department shall mean and refer to someone employed for laborer duties during the summer months or to assist in snow removal.

2.1.4 Seasonal Employees (Recreation): For the purpose of this Collective Bargaining Agreement, a "seasonal employee" in the Recreation Department shall mean and refer to someone employed for the purpose of traditional summer duties, (mid-March to mid-November).

2.1.5 Temporary Employees: 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 or to replace an employee who is on an approved leave of absence.

2.1.6 Managers Performing Unit Work: The Highway Superintendent and managerial employees in the Recreation Department may perform bargaining unit work to meet the operating needs of their respective departments, provided it does not result in the reduction in the scheduled hours of a given full-time employee or interfere with the procedure for assigning additional hours under 6.1.3.

2.1.7 Unit Clarification: As to any new titles or positions hereafter created by the Employer during the term of this Collective Bargaining Agreement, the Union shall be informed in writing, fifteen work days prior to the establishment of such new title(s). In the event the Union and the Employer cannot agree as to whether the new title(s) are to be included in or excluded from the bargaining unit, the parties agree to submit the question to the New York State Public Employment Relations Board in accordance with its rules and procedures.

2.2 Union Membership/Agency Shop

2.2.1 Agency Shop: The CSEA, Inc. having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the CSEA, Inc., (or who do not become a member of the Union by signing an authorization card for dues deduction within thirty calendar days of initial employment) the amount equivalent to the dues levied by the CSEA, Inc.

2.2.2 Union Dues: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its designated agencies, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions. The Town assumes no obligation with respect to the obtaining of authorization cards. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for employees in this unit.

2.2.3 Membership List: The Employer, within thirty days after the signing of this agreement, will furnish the Union with a complete list of names, home addresses, work locations, and position titles for all employees in the bargaining unit covered by this agreement and, thereafter, during the term of this agreement, will furnish the Union written notice of any changes to the list of names, home addresses, or work locations and position titles for all employees in the bargaining unit covered by this agreement and shall further advise the Union upon the new hiring of any employee, the transfer of any employee, or the termination from employment of any employee within the bargaining unit covered by this agreement.

2.3 Bulletin Boards

2.3.1. Location: The Town shall provide space for the Union on the bulletin board in the Town garage and in the Recreation Department for the purpose of posting Union notices.

2.4 Meeting Rooms

2.4.1 Highway Department Building: The Union may hold meetings of employees in the Highway Department Building, provided permission is received in advance from the Highway Superintendent.

2.5 Access to Town Premises

2.5.1 Union Representatives: The Union and its representatives shall have access to the premises of the Town for the purpose of transacting any necessary Town/Union business, subject to the approval the Town Supervisor.

2.6 Leave for Contract Administration

2.6.1 Investigation and Presentation of Grievances: Two officers and shop stewards of the Union shall be granted necessary time, without loss of pay or leave credits, to carry on "official Union business", which shall mean reasonable and necessary representation of bargaining unit members for the investigation and presentation of grievances, including arbitration hearings.

2.6.2 List of Union Officers: The Union will forward a list of its officers and shop stewards to the Town Supervisor.

2.6.3 Leave for Negotiations: Four employees will be allowed release time, without loss of pay or leave credits, to prepare for and participate in the negotiations of the collective bargaining agreement.

2.7 Leave for Union Conferences

2.7.1 Eligible Employees: Employees designated by the Union will be allowed release time, without loss of pay or leave credits, to attend Union conferences and conventions of the Union. Such leave shall not exceed a maximum of six days in the aggregate per year.

3 MANAGEMENT RIGHTS

3.1 Management Rights Clause

3.1.1 The Town retains all rights and prerogatives not specifically relinquished by the provisions of this Collective Bargaining Agreement. In addition, the Town shall have the right to adopt any rules and/or regulations and/or policies provided these rules and regulations do not conflict with specific provisions of this Collective Bargaining Agreement.

3.1.2 Contracting Out Unit Work: The Town of LaGrange shall not contract out work that would displace the work of Union members.

4 DUE PROCESS PROCEDURES

4.1 Grievance Procedure

4.1.1 Preamble: Any dispute or disputes arising out of or relating to the interpretation or application of the terms and conditions of this Collective Bargaining Agreement, with the exception of the discipline or discharge of an employee, which shall be subject to the terms of Section 4.2 of this Collective Bargaining Agreement, a "grievance" shall be adjusted in the following manner.

The grievance may be discussed orally with the employee's immediate supervisor, before any grievance is reduced to writing.

4.1.2 Step One - Formal Grievance: In the event that the grievance is not amicably adjusted in the oral presentation, the employee shall have the right to file a written grievance. The written grievance shall set forth the specific section of this Collective Bargaining Agreement that the employee alleges has been breached, a statement of facts, times and dates, and the remedy sought. The grievance must be filed within thirty calendar days after the day upon which the act or condition upon which the grievance is based occurred, except in those cases where the individual employee did not have notice or knowledge for such acts and conditions, in which case the grievance must be filed within thirty calendar days after the day upon which the employee knew or should have known of the existence of such acts or conditions. Failure to file a written grievance within said thirty day period constitutes a waiver of said grievance.

Within five business days following the filing of the grievance with the appropriate Department Head, the Department Head shall hold an informal conference with the employee, at which conference the aggrieved employee and the designated representative of the Union may appear and present oral and written statement or arguments. The Department Head shall render a decision on said grievance in writing within five business days following the day upon which the conference was held, and a copy of this decision shall be mailed or delivered to the employee, Unit President (or designee), and the Town Board within two business days thereafter.

4.1.3 Step Two - Appeal: In the event that the grievance is not amicably adjusted in Step 1, the employee may appeal the grievance to the Town Board by filing a written notice of appeal within ten calendar days after the day upon which the Department Head has rendered a decision, or when the decision should have been received. Within twenty business days after the filing of the notice of appeal, the Town Board shall hold a hearing upon such grievance at which the employee, together with the designated representative of the Union, shall appear and present oral and written statements or arguments.

The notice of appeal filed with the Town Board shall contain a copy of the grievance filed at Step 1, a copy of the decision of the Department Head, a statement of the facts relating to the grievance, and a statement of the reasons for appealing the decision.

Within ten business days after the hearing is held by the Town Board, the Town Board shall file with the Town Clerk a decision in writing on the appeal. A copy of this decision shall be mailed or delivered to the employee, Unit President (or designee), and the appropriate Department Head by the Town Clerk within ten business days thereafter.

4.1.4 Step Three - Binding Arbitration: In the event that the Union is not satisfied with the grievance disposition, the Union may file for arbitration, pursuant to the voluntary labor arbitration rules of the NYS Public Employment Relations Board. Such application must be made within ten business days after the date of the decision made by the Town Board.

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

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

4.2 Disciplinary Procedure

4.2.1 Right to Union Representation: The Town will not interrogate or question any employee about matters that might result in disciplinary action against that employee, or any other employee in the bargaining unit, without first informing the employee that the employee may have a Union representative present during the interrogation or questioning. The Town will allow the employee sufficient advance notice in order to obtain a Union representative.

4.2.2 Discipline for Just Cause: No employee who has completed the probationary period, as defined in 11.1 of this collective bargaining agreement shall be disciplined without just cause. At all steps of the disciplinary and grievance procedure, an employee shall be represented by a Union official.

The following disciplinary language shall cover employees for actions involving work performance and/or the Drug & Alcohol procedure. Whenever this disciplinary policy conflicts with Federal Law regarding the Drug & Alcohol Policy, then the Federal Law shall prevail.

4.2.3 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the Unit President (or designee).

4.2.4 Disciplinary Hearing: If the employee disagrees with the disciplinary action, the employee may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within ten business days from receiving the Notice of Discipline.

Within five business days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the Union. Within five business days after said meeting, the Town Supervisor shall issue a written response which shall be given to the CSEA Labor Relations Specialist.

4.2.5 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within ten business days of receiving the response from the Town Supervisor or when the response should have been received.

The filing fees and fees of the arbitrator shall be shared equally by the Town and the Union. 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.

4.2.6 Suspension Pending Arbitration: In the event the penalty is a suspension without pay for more than thirty calendar days or termination of employment and the arbitration hearing is not held within thirty calendar days from the date the Town issues the Notice of Discipline, the employee will be placed on paid administrative leave with continuation of medical insurance benefits. This provision shall be voided if the arbitration hearing cannot be held within the thirty days due to the inability of the employee or the Union to be present at the hearing.

4.2.7 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.

5 COMPENSATION

5.1 Wages

5.1.1 Wage Schedule: The Town shall pay wages to all employees in the negotiating unit represented by the Union, according to the wage schedule attached to and made part of this collective bargaining agreement, which reflects an across-the-board increase of one percent on July 1, 2009 and an additional an across-the-board increase of one percent on December 1, 2009.

5.1.2 Rules for Wage Schedule: All new employees will be hired at the hiring rate as shown on the Wage Schedule - Appendix. "A". All employees hired at the hiring rate will advance one step on the first payday of each January until the employee reaches the job rate, as shown on the Wage Schedule, Appendix" A".

5.1.3 Out-of-Title Pay: Employees working at a title paying a higher rate shall receive the higher rate of pay for all hours worked.

5.1.4 Longevity Stipend: Commencing on the first day of the first week following the completion of ten continuous years of employment by any employee, such employee shall receive a wage increase of fifty cents per hour. Thereafter, commencing with the first pay period after the completion of each five years of continuous employment, such employee shall receive a wage increase of seventy-five cents per hour. Such increases shall be in addition to said employee's regular rate of pay and any prior longevity payments.

5.1.5 Pay Period: Highway Department and Recreation Department employees shall be paid once a week, and shall receive with each paycheck a document showing the number of hours worked for the applicable pay period, with a breakdown between regular hours and overtime hours.

5.2 Premium Pay for Overtime

5.2.1 Overtime Rate: An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. However, an employee will be paid at the rate of double time (2.00) of the regular hourly wage for all authorized time worked on a Sunday.

5.2.2 Credit for Paid Leave: Holidays and all paid leave shall be counted in determining the workweek for the purposes of overtime compensation.

5.2.3 Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. The use of compensatory time shall be approved by the appropriate Department Head. In the event of a call-out, the employee will have the option of receiving one-half in compensatory time and the remainder as cash.

5.2.4 Maximum Accumulation of Compensatory Time: The maximum conversion of work hours into compensatory leave by an employee may not exceed two hundred hours of compensatory leave in any given calendar year. An employee is encouraged to use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay. An employee may "carry" up to one-hundred and sixty hours into the next calendar year.

5.2.5 Termination from Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is entitled at the employee's then current rate of pay.

5.3 Call-In Pay

5.3.1 Compensation: If an employee is called in for overtime work that is in addition to, and does not attach to, the employee's regular working hours, the employee is guaranteed three hours pay.

If an employee is called in and is sent home before the employee completes three hours work, the employee is paid for three hours work at the overtime rate which is applicable. An employee cannot be assigned to do normal, routine work to "make-up" the time remaining in the three hours.

If the employee works more than three hours, the employee gets paid for the hours work at the applicable rate, either overtime or straight time. Thus, where the regular work day starts at 7:00 a.m., if an employee is called in to work at 5:00 a.m., the employee would be paid for two hours of work at the overtime rate (from 5:00 a.m. to 7:00 a.m.), and the balance of the time that the employee works during that day would be paid for at the regular hourly rate.

If an employee is called in for Saturday work, the employee would be paid at the applicable rate. If the employee only works one-half hour, the employee would, nevertheless, receive pay for three hours at the overtime rate. On the other hand, if the employee works four hours, the employee would be paid for four hours at the applicable overtime rate.

5.3.2 Start Time: As an incentive for employees to report to work for snow removal as soon as possible following call in, they shall be paid for sixty minutes prior to, and commencing at the time the employee arrives at work, providing the employee arrives within sixty minutes after call in (the clock is backed up 60 minutes at punch in time). Example: An employee is called in to work at 11:00 p.m. and arrives at 11:15 p.m.; the employee shall be paid from 10:15 p.m. at the applicable rate of pay. Should an employee who is called in at 11:00 p.m. not arrive until 12:01 a.m. or later, said employee shall not receive the prior 60 minutes call in pay.

5.3.3 Snow Plow Incentive (Highway Department Only): Each employee in the Highway Department who reports to work for at least ninety percent of the "full-crew" call-ins for snow removal between November 1st and April 15th, will receive a bonus payment of seven hundred dollars. Payment will be made in a separate check on the first payday after April 15th. In the event an employee refuses a "full-crew" call-in due to an illness, the Superintendent of Highways may require medical verification of an employee's absence if the Superintendent perceives the employee has demonstrated a pattern of refusing call-ins (partial or full crew).

5.3.4 Snow Plow Incentive (Recreation Department Only): Each full-time employee in the Recreation Department who reports to work for at least ninety percent of the "full-crew" call-ins for snow removal between November 1st and April 15th, will receive a bonus payment of three hundred and fifty dollars. Payment will be made in a separate check on the first payday after April 15th.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workday: The workday for employees shall ordinarily commence at 7:00 a.m. and end at 3:30 p.m., with a half hour (unpaid) for lunch. By mutual agreement between the Department Head and the Union, the beginning and ending times may be changed during a given period of time.

6.1.2 Overtime Work: The Town shall have the right to require employees to report for work at times beyond the employee's normal workday and workweek.

6.1.3 Procedure for Assigning Overtime Work: Overtime work shall be awarded according to seniority by job classification to the extent that an employee in a given job classification is required for overtime work. The Motor Equipment Operator classification shall be considered as Laborer in determining seniority. In the event no employee volunteers, the work will be assigned on a seniority basis (least senior first) to all regular full-time employees in the affected job title.

An employee promoted to a more senior job title shall be placed last on the list of seniority within that title for purposes of overtime assignment; and in the event that that employee is demoted to a lower job classification, the employee shall be returned to the employee's former position on the seniority list for overtime work assignment. Also, an employee shall not be assigned to work out of the employee's classification, if an employee from the needed job title is available.

In the event that an employee is called for overtime for snow removal and in the event that the employee is unable to respond to such call due to sickness or absence from the employee's home at the time said call is made, such failure to respond shall not be a cause to refuse to assign overtime to said employee. An employee who takes "family sick leave" in accordance with section 7.3.5, will remain eligible for overtime.

6.1.4 Errors in Assigning Overtime Work: In the event the Town makes an error in the assignment of additional hours, the employee who should have been assigned will be paid for the lost hours as if the employee had been assigned to the work.

6.2 Meal & Rest Periods

6.2.1 Meal Periods: Meal periods will normally be in the middle of the employee's workday, which will ordinarily be eaten at the job site. An employee is not allowed to work through the meal period to make up lost work time or to leave work early.

6.2.2 Rest Periods: An employee will receive a 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 and again during the middle of the second half of the workday. 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 Department Head, all rest periods must be taken at the work-site and may not exceed the time allowed.

6.2.3 Overtime Rest Periods: All employees shall receive rest periods for every three hours of continuous, or "call-in overtime" work performed by an employee, and the employee shall be entitled to a one-half hour rest period with pay. The rest period need not be taken at the end of the three hours of continuous overtime work, in the event that the Highway Superintendent and employee otherwise agree as to its use that day. When an employee is called in for overtime, or continuous overtime, the employee will receive one-half hour break after three hours of continuous work, including those instances where the overtime overlaps the normal workday.

7 PAID LEAVE

7.1 Holidays

7.1.1 Designated Holidays: The following days shall be paid holidays.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

The Union and the Department Head may agree to alter the holiday schedule to exchange any holiday for another day off.

7.1.2 Holiday Occurs on Days Off: When a holiday falls on a Saturday, employees shall be off the preceding Friday, and when the holiday falls on a Sunday, the employees shall be off the following Monday.

7.1.3 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 daily rate of pay.

7.1.4 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" **or**, with the approval of the employee's Department Head, the employee will be paid for all hours worked at the employee's regular rate of pay and receive another day off with pay within three months following the holiday.

A regular full-time employee who does work on the observed New Year's Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas will be paid for all hours worked at two times (rather than one and one-half times) the employee's regular hourly rate, plus "holiday pay".

In the event January 1st, July 4th, or December 25th is a Saturday or a Sunday, a regular full-time employee who does work on such day will be paid for all hours worked at two times the employee's regular hourly rate.

7.1.5 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.

7.2 Vacations

7.2.1 Allowance (monthly accrual): Vacations will be accrued on a monthly basis starting from the date of hire in accordance with the following schedule.

	CREDITS PER MONTH
Upon hire	6.67 hours (equals 80 hours/year)
Upon start of 4 th year of service	10.00 hours (equals 120 hours/year)
Upon start of 10 th year of service	13.33 hours (equals 160 hours/year)
Upon start of 15 th year of service	16.67 hours (equals 200 hours/year)

For example, an employee who has completed nine years of continuous service on February 26th will see an increase in the number of hours credited from 10 hours per month to 13.33 hours per month on March 1st; similarly, an employee who has completed fourteen years of continuous service on September 5th will see an increase from 13.33 hours per month to 16.67 hours per month on October 1st.

7.2.2 New Employees: A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

7.2.3 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 in excess of twelve days in the calendar month, *excluding* an unpaid leave of absence due to military leave or a Workers' Compensation claim.

7.2.4 Accumulation: An employee may accumulate vacation time without limit. Employees may save up to one-half of their vacation each year towards retirement. An employee must use at least one-half of their annual vacation each year, and the remaining portion up to one-half may be saved. At retirement, an employee will be paid for all vacation that is on the books at the employee's then current rate of pay.

7.2.5 Annual Buy-Back: *The following provision shall be suspended from July 15, 2009 through December 31, 2010.* An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). 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.

7.2.6 Advance Vacation Pay: Employees shall receive vacation pay in advance the Friday before the start of the vacation, and such requests shall be made to the Comptroller at least a week prior to such payday.

7.2.7 Scheduling: The Superintendent of Highways shall post the vacation schedule three months prior to the start of vacations. An employee may take vacation leave only after it has been credited. Employees shall be able to take vacation anytime of the year. Employees must request their vacation in writing to the appropriate Department Head not less than fifteen days prior to the start of the vacation request. The Department Head must respond within three working days of receiving the written request of the employee for vacation. The exception is when the employee is requesting a half day or single day off, which can be requested by phone. In the event more employees request vacation leave than operational requirements permit, a vacation period shall be given to the employee with the most service seniority. Vacation may not be used in less than one-hour increments. No employee shall be allowed to take more than four continuous weeks in any calendar year.

7.2.8 Termination of Employment: An employee who retires, resigns or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In case of the death of the employee, the Town will pay the employee's designated beneficiary for any unused vacation leave.

7.3 Sick Leave

7.3.1 Allowance (semi-annual accrual): During the first year of employment, an employee shall accrue eight hours of sick leave per month. During the second year of employment, and for each year thereafter, an employee shall accrue one hundred and four hours of sick leave per year: such sick leave shall accrue at the rate of forty-eight hours on the 1st day of January of each year and fifty-six hours on the 1st day of July of each year.

7.3.2 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the six-month accrual period, including an unpaid leave of absence due to a Workers' Compensation claim, the semi-annual allowance of sick leave to be credited for the next six months will be adjusted on a prorated basis, with 130 days equal to 100%.

7.3.3 Accumulation: Employees may accumulate sick leave without limit.

7.3.4 Use of Sick Leave: 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 time can be used in one-hour increments. An employee may take paid sick leave only after it has been credited.

7.3.5 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. In the event the employee must be absent from work beyond a continuous forty hours, the employee should apply for leave under the Family and Medical Leave policy. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, domestic partner, or child, including step-child and foster child.

7.3.6 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the appropriate department head at least thirty minutes before the employee's scheduled reporting time. The notification must be made personally to the Department Head, unless the Department Head authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

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

7.3.8 Good Attendance Bonus: Any employee who works a full year without loss of sick time shall receive three additional holidays (twenty-four hours). Employees who use no more than eight hours of sick time per year shall receive two holidays (sixteen hours), and employees who use no more than sixteen hours of sick time shall receive one holiday (eight hours). Employees who use more than sixteen hours of sick time a year shall receive no holiday bonus. A year will be from January 1 to December 31. Holidays received by the employees can be used anytime in the following year and must be scheduled thirty calendar days prior with the appropriate department head.

7.3.9 Retirement Credit: The Town shall provide options 41-j of the New York State Retirement System regarding unused accumulated sick leave days, 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.

7.3.10 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 those unused sick leave credits accumulated prior to January 1, 1997 at one hundred percent (100%) of the employee's rate of pay at the time of retirement and for those unused sick leave credits accumulated since January 1, 1997 at fifty percent (50%) of the employee's rate of pay at the time of retirement.

7.3.11 Termination of Employment: An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

7.4 Personal Leave

7.4.1 Allowance (front-loaded): Each full-time employee will be credited with twenty-four hours of paid personal leave on January 1st of each year.

Additional personal leave days may be given at the discretion of the Highway Superintendent or Recreation Director, where emergency situation warrants such action. Should the employee disagree with the decision of the Highway Superintendent or Recreation Director, the Town Board will review and render final decision.

7.4.2 New Employees: A full-time employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. For examples: an employee who is hired during the month of March will be credited with 10/12ths of the annual allowance; an employee who is hired during the month of October will be credited with 3/12ths of the annual allowance.

7.4.3 Accumulation: An employee may accumulate up to thirty two hours of personal leave credits. Any personal leave credits in excess of thirty-two hours will be converted to sick leave credits.

7.4.4 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.

7.4.5 Scheduling: An employee must receive prior approval from the employee's Department Head to take personal leave. Employees may utilize personal leave in increments of one-half hour. An employee may take personal leave only after it has been credited.

7.4.6 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.

7.5 Bereavement Leave

7.5.1 Immediate Family: In the event of a death of a regular full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

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

7.5.2 Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandparent
- Spouse's Parent
- Grandchild

7.5.3 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 employee's Department Head. The employee's Department Head shall have total discretion in the approval of such additional bereavement leave.

7.5.4 Funeral Leave: In the event of a death of a regular full-time employee's family member listed below, the employee may take an **unpaid** leave of absence for one day from the employee's regularly scheduled work to attend the funeral.

- Child's Spouse
- Sibling's spouse

7.6 Jury Duty

7.6.1 Leave of Absence: Any employee required to testify under subpoena as a witness in a legal proceeding or to serve on the jury in the Dutchess County Supreme Court or the Dutchess County Court shall be paid the fees, as the case may be, and the employee's normal hourly rate for a normal, full working day calculated at straight time.

7.6.2 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 UNPAID LEAVE

8.1 Leaves of Absence without Pay

8.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Employees may make application to the Town Board for leave of absence without pay, up to a period of one year. The granting of the leave shall be within the sole discretion of the Town Board.

9 INSURANCE

9.1 Medical Insurance

9.1.1 Insurance Plan: The Town will make available the MVP EPO plan to each regular full-time employee and the employee's eligible family. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical bill or other expense not covered or reimbursed by the plan.

For the period beginning January 1, 2009 and ending December 31, 2009, the Town will contribute the following amounts into a health reimbursement account (HRA) for the cost of the employee's share of the medical insurance premiums, deductibles and co-payments, and any eligible medical, dental, vision, or prescription drug expenses that are not covered by the insurance plan: \$850 for an employee with family coverage; \$545 for an employee with two-person coverage; and, \$275 for an employee with one-person coverage. This benefit will end on December 31, 2009.

9.1.2 Date Coverage Begins: The Town will provide new employees with the necessary enrollment forms. Once provided and the employee has completed the necessary enrollment forms, coverage will begin on the first day of the month following the employee's first day of employment.

9.1.3 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 and provider network is comparable to the current plan. Comparable shall mean that each benefit in the new plan will not have to be exactly equal to each corresponding benefit in the old plan, but that the new plan will not result in a reduction in the total benefits than those provided by the old plan. The Town will notify the President of the bargaining unit at least sixty calendar days prior to the proposed change.

9.1.4 Premium Payment: The Town will pay eighty-eight percent of the monthly premium for individual medical coverage, eighty-eight percent of the monthly premium for two-person coverage, or eighty-eight percent of the monthly premium for family medical insurance coverage, as the case may be, for each regular full-time employee. The employee's contribution to the medical insurance premium will be deducted from the employee's paycheck.

9.2 Pre-Tax Medical and Dependent Care Expenses

9.2.1 Eligibility: A regular full-time employee is eligible to enroll in a Section 125 plan.

9.2.2 Pre-Tax Insurance Premiums: An employee may elect to pay the employee's contribution towards medical insurance premiums with pre-tax dollars.

9.2.3 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 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.

9.2.4 Election Changes: Eligible employees may enroll or decline coverage in the Section 125 Plan during the annual open enrollment period (notice will be given by the Town). Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

9.3 Medical Insurance Buy-Out

9.3.1 Eligibility: A regular full-time employee may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in the same plan (two-person or family) and will not be eligible for this buy-out.

9.3.2 Amount of Buy-Out: The amount of the medical insurance buyout will be thirty percent of the Town's annual premium contribution for the medical insurance coverage the employee is eligible for (individual, two-person, or family). For example, if the Town would be contributing 88% of a \$13,000 premium for family coverage, or \$11,440, the amount of the buy-out would be 30% of the \$11,440, or \$3432. The medical insurance buy-out is subject to applicable taxes.

9.3.3 Method of Payment: OPTION 1 - Partial payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

OPTION 2 - Payment of the medical insurance buy-out for a given year will be made on the first payday in December. In the event an employee elects to either enroll in or drop out of the medical insurance buyout sometime after January 1st of any given year, the payment will be prorated based on the number of months the employee is not enrolled in the Town's medical insurance plan.

9.3.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under of the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice.

9.4 Dental and Vision Plan

9.4.1 CSEA-Sponsored Plan: The Town shall pay the premiums for the Dental (EBF Duchess Plan) and Optical (EBF Platinum Plan) coverage either on an individual or a family basis, at the option of the employee.

9.5 Workers' Compensation Insurance

9.5.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses.

9.5.2 Reporting of Injury: Such injury must be reported to the appropriate department head as a compensable injury within a reasonable time after its occurrence. To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Department Head, on the proper form, within twenty-four hours of the occurrence.

9.5.3 First Three Weeks: Any employee who is injured in the course of employment and whose injury is compensable under Workers' Compensation shall be entitled to up to one hundred and twenty hours of leave with pay, provided the employee is adjudicated disabled; payments shall be made to the employee during the adjudication procedure, but if it is determined that the employee is not adjudicated disabled, the employee shall reimburse to the Town all payments made to him; the Town shall have the right to effect such reimbursement by equal payments to be deducted by the Town from the employee's salary.

When the insurance company makes payment, the Town shall be entitled to receive from the Workers' Compensation carrier all payments for wages for the period of time it compensates an employee, pursuant to Section 25 of the Workers' Compensation Law.

Any medical or treatment appointments, meetings of the workers' compensation board, or other related matters directly relating to the employee's illness or injury may be charged to the 120 hours for that illness or injury. If the employee has used up the 120 hours, then the employee may use the employee's accumulated sick leave credits in accordance with 9.5.4, below.

9.5.4 Use of Sick Leave Credits: After the one hundred and twenty hours of leave, an employee may draw from the employee's paid leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. Paid leave credits are to be used in this order: sick, then personal, then compensatory, then vacation. When the insurance company makes payment, the Town shall be reimbursed for that portion of paid leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

9.5.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for an employee who is on a Workers' Compensation leave of absence for up to a maximum of one year provided the employee makes the required employee contribution.

9.6 Short-Term Disability Insurance

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

9.6.2 Plan: The Town will pay the full premium for short-term disability insurance for each eligible employee.

9.6.3 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the illness or injury to the employee's Department Head, on the proper form, within twenty-four hours of the occurrence.

9.6.4 Use of Sick Leave Credits: An employee may draw from the employee's paid leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. Paid leave credits are to be used in this order: sick, then personal, then compensatory, then vacation. When the insurance company makes payment, the Town will be reimbursed for that portion of paid leave covered by the insurance and the employee will be re-credited with the proportional amount of leave.

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

10 RETIREMENT BENEFITS

10.1 Pension Plan

10.1.1 NYS Retirement System: During the term of this collective bargaining agreement, the Town shall subscribe to the retirement option presently in effect, 75-c. Employees are also entitled to 41-j.

10.2 Medical Insurance for Retired Employees

10.2.1 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. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage through the Town except as provided under COBRA.

In the event the retiree predeceases the retiree's eligible spouse, the Town will pay fifty percent (50%) of the surviving spouse's premium of the medical insurance and prescription drug plan for individual coverage until the surviving spouse becomes eligible for Medicare, at which time the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premium. In the event the surviving spouse remarries or becomes eligible for medical insurance through another employer, the surviving spouse shall not be eligible for coverage through the Town except as provided under COBRA.

10.2.2 Eligibility: To be eligible for coverage, a retiree who began full-time employment before January 1, 2006 must meet all of these requirements: 1) have at least **fifteen** years of continuous service with the Town; 2) be at least fifty-five years of age; 3) retire directly from the Town; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System.

To be eligible for coverage, a retiree who began full-time employment on or after January 1, 2006 must meet all of these requirements: 1) have at least **twenty** years of continuous service with the Town; 2) be at least fifty-five years of age; 3) retire directly from the Town; and, 4) have been granted a 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.

10.2.3 Plan: For a retiree who is not eligible for Medicare, the Town will make available the same medical insurance and prescription drug plan under the same terms and conditions as it makes for active employees as if the retiree were still actively employed by the Town.

10.2.4 Premium Payment (Hired before 1-1-2006): For a retiree who began full-time employment before January 1, 2006, the Town will pay one hundred percent (100%) of the premium of the medical insurance and prescription drug plan for individual coverage and fifty percent (50%) of the additional premium for the retiree's eligible spouse, as the case may be.

10.2.5 Premium Payment (Hired after 1-1-2006): For a retiree who began full-time employment on or after January 1, 2006 and has at least thirty years of service and retires at the age of 62 or older, the Town will pay ninety percent (90%) of the premium of the medical insurance and prescription drug plan for individual or two-person coverage, as the case may be.

For a retiree who began full-time employment on or after January 1, 2006 and has at least thirty years of service and retires between the ages of 55 and 62, the Town will pay eighty percent (80%) of the premium of the medical insurance and prescription drug plan for individual or two-person coverage, as the case may be.

For a retiree who began full-time employment on or after January 1, 2006 and has at least twenty years of service and retires at the age of 62 or older, the Town will pay eighty percent (80%) of the premium of the medical insurance and prescription drug plan for individual or two-person coverage, as the case may be.

For a retiree who began full-time employment on or after January 1, 2006 and has at least twenty years of service and retires between the ages of 59 and 62, the Town will pay seventy-five percent (75%) of the premium of the medical insurance and prescription drug plan for individual or two-person coverage, as the case may be.

For a retiree who began full-time employment on or after January 1, 2006 and has at least twenty years of service and retires between the ages of 55 and 59, the Town will pay seventy percent (70%) of the premium of the medical insurance and prescription drug plan for individual or two-person coverage, as the case may be.

10.2.5 Medicare: Coverage under a medical insurance and prescription drug 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 Medicare Part A and B will become the primary coverage of the retiree and/or spouse. Further, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Town. The Town will NOT reimburse an eligible retiree and/or spouse for the cost of the Medicare Part B premium.

10.2.6 Use of Sick Leave Accruals: At the time of retirement, an employee may elect to apply accumulated sick leave credits toward monthly premium payments for retiree medical insurance. The value of the sick leave credits will be set at fifty percent of the employee's rate of pay at the time of retirement. If the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under 41-j, only the remaining portion will be used for the payment of retiree medical insurance premiums.

11 EMPLOYEE RIGHTS

11.1 Probation

11.1.1 Length of Probationary Period: For an employee in the non-competitive or labor class, all new employees shall be probationary for a period of twenty-six consecutive weeks.

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

11.2 Seniority

11.2.1 Service Seniority: Seniority for an employee shall be determined from the date when the employee is first hired by the Town, and the Town shall maintain a current seniority list by job classification. This list shall be used and shall be the basis for assigning and scheduling layoffs, vacations, and overtime.

11.2.2 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service".

11.2.3 Military Leave & Workers' Compensation: An employee who is on Military Leave or on Workers' Compensation leave and is not drawing on paid leave credits will continue to accrue seniority as if the employee was in regular pay status.

11.2.4 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.

11.3 Layoff & Recall Procedure

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

11.3.2 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit in the affected department, 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 in the affected department.

11.3.3 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.

11.3.4 Notice of Recall to Same Job Title: Recall shall be accomplished by notifying the recalled employee by certified mail, return receipt requested, mailed to the last address of the employee known to the Town, and the employee shall have five calendar days after the date of mailing within which to accept the recall. If the employee fails to accept the recall, he shall be removed from the seniority list.

11.3.5 Duration of Recall Rights: An employee who is laid off will be eligible for recall for up to three years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

11.4 Personnel File

11.4.1 Employee Access: Access to personnel files is limited. A current employee is entitled to review the contents of the employee's own personnel file by submitting a written request to the Town Supervisor. An authorized official must be present when the employee inspects the file. Upon request, an employee will receive a copy of requested documents in the employee's file. An employee may not remove or place any material in the employee's personnel file without the approval of the Town Supervisor.

11.4.2 Purge of Critical Letters: In the event a complaint is received about an employee, the employee will be notified in writing that the complaint was received and will be entitled to see a copy of the complaint but not the name, address, or any other identifying features of who issued the complaint. Upon request by the Union, the Town Supervisor will meet with the designated representative of the Union to discuss whether a letter in the employee's personnel file which is critical of the employee's job performance should be removed after three years from the date of said letter.

11.4.3 Future Referrals: If an employee's employment is terminated voluntarily by the employee, any letters in the employee's personnel file critical of the employee's job performance shall not be sent to any subsequent employer.

12 FILLING OF VACANCY, PROMOTIONS, & EDUCATION

12.1 Notification of Vacancies

12.1.1 Posting: In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, job openings will be posted on the Union bulletin board for fifteen working days and shall be filled within thirty working days after posting. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

12.2 Appointment to Vacancies

12.2.1 New Hires: First preference for new hires shall be given to residents of the Town of LaGrange.

12.2.2 Promotions/Transfers: With the exception of the mechanics' positions in the Highway Department and the foreman in the Recreation Department, the open position shall be filled by a present full-time employee, in accordance with the criteria of seniority and qualification to perform the duties of the open position. The Town shall select the most qualified applicant. In the event there are two or more applicants with relatively equal qualifications, seniority shall be the deciding factor.

12.2.3 Probationary Period (Promotion/Transfer): The Town Highway Superintendent or Recreation Director must maintain the successful bidder for the open position in that position for a minimum period of three months from appointment, except for gross negligence or similar poor performance. Between the period of three months from appointment and six months from appointment, the Town Highway Superintendent or Recreation Director may restore the appointed person to the employee's prior position as of right and, thereupon, shall re-bid the open position as aforesaid. The Town Highway Superintendent's or Recreation Director's actions as aforesaid are reviewable only by the Town Board, upon request of the Union, and the Town Board's decision upon that review shall be final and non-reviewable.

12.3 Tuition Reimbursement

12.3.1 The Town encourages advancement and improvement through education and will reimburse reasonable tuition and seminar costs that relate directly to employment with the Town Highway Department or Recreation Department and facilitate self-improvement.

13 TRANSITIONAL DUTY

13.1 Transitional Duty Program

13.1.1 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 Department Head may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment.

13.1.2 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 six months. 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.

13.1.3 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.

13.1.4 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.

13.1.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months 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.

13.1.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination and may be subject to appropriate disciplinary action.

14 GENERAL PROVISIONS

14.1 Work Accouterments

14.1.1 Uniforms: The Town shall provide each employee with sufficient cleaned uniforms, as determined by the Superintendent of Highways or Recreation Director; however, an employee has the option of receiving an allowance in lieu of being provided uniforms as follows: Highway Department Mechanics \$400; other Highway Department employees \$300; Recreation Department employees \$300.

14.1.2 Work Boots: The Town will reimburse a full-time employee in the Highway Department for up to a maximum of one hundred and fifty dollars per calendar year for work boots. The employee will choose the boot. All required corresponding receipts must be submitted to the Superintendent of Highways prior to reimbursement.

14.1.3 Tool Allowance: The Town will reimburse a full-time mechanic for up to a maximum of one thousand dollars per calendar year and a mechanic helper for up to seven hundred and fifty dollars for mechanic's tools. The employee will choose the tools. All required corresponding receipts must be submitted to the Superintendent of Highways prior to reimbursement.

14.2 Safety

14.2.1 Woodcutting: Where an employee is assigned to cut wood using a chain saw, there shall be at least one other employee at the site of work.

14.2.2 Chipping: For the purpose of insuring safety, minimum staffing on the chipper shall be three qualified employees.

14.2.2 Flagmen: The Superintendent of Highways shall assign a flagman or flagmen, when, in the Superintendent's judgment, the safety of the employees requires such assignment.

14.3 Driver's License

14.3.1 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. An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head 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.

14.3.2 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. 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 appropriate Department Head 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 appropriate Department Head 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.

Should an employee be unable to perform within the employee's class, due to inability to drive, the employee will drop to the Laborer class and be assigned work within that class for a maximum of fifty-two weeks. Further, the Town is not obligated to employ more than two employee's under this provision.

14.4 Labor-Management Committee

14.1.1 Purpose: There shall be a standing Labor-Management Committee for the sole purpose of discussing methods of improving working and safety conditions, productivity, and cost saving procedures. The Labor-Management Committee may not negotiate terms and conditions of employment or address grievances.

14.1.2 Membership: The Labor-Management Committee shall consist of two representatives designated by the President of the bargaining unit and two representatives designated by the Town Supervisor, unless otherwise agreed to by the parties.

15 APPLICATION OF AGREEMENT

15.1 Distribution of Agreement

15.1.1 The Town shall distribute a copy of this collective bargaining agreement to each employee.

15.2 Duration of Agreement

15.2.1 This Collective Bargaining Agreement shall become effective as of January 1, 2009 and shall expire December 31, 2009.

15.3 Complete Agreement

15.3.1 This Collective Bargaining Agreement will constitute the entire agreement between the parties, with respect to employees' terms and conditions of employment and with respect to the mutual obligations of the parties to this Collective Bargaining Agreement. Nothing in the Collective Bargaining Agreement will constitute a waiver or exclusion of any benefit provided as a matter of law to the employees covered herein.

15.4 Savings Clause

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

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

15.5 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.

15.6 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on July 16, 2009.

TOWN OF LaGRANGE

CIVIL SERVICE EMPLOYEES ASSOCIATION

Jon Wagner
Town Supervisor

Brian Aldrich
Unit President

Michael A. Richardson
Labor Relations Consultant

Robert O'Connor, Jr.
Labor Relations Specialist

APPENDIX A – 2009 WAGE SCHEDULE

Laborer (Highway)	Hire Rate	Step 2	Step 3	Step 4	Step 5	Job Rate
1/1/2009	\$19.35	\$20.25	\$21.18	\$21.99	\$22.88	\$23.34
7/1/2009	\$19.54	\$20.45	\$21.39	\$22.21	\$23.11	\$23.57
12/1/2009	\$19.74	\$20.66	\$21.61	\$22.43	\$23.34	\$23.81
MEO	Hire Rate	Step 2	Step 3	Step 4	Step 5	Job Rate
1/1/2009	\$19.74	\$20.62	\$21.50	\$22.36	\$23.25	\$23.70
7/1/2009	\$19.94	\$20.83	\$21.72	\$22.58	\$23.48	\$23.94
12/1/2009	\$20.14	\$21.03	\$21.93	\$22.81	\$23.72	\$24.18
HMEO	Hire Rate	Step 2	Step 3	Step 4	Step 5	Job Rate
1/1/2009	\$20.90	\$21.83	\$22.76	\$23.66	\$24.52	\$25.03
7/1/2009	\$21.11	\$22.05	\$22.99	\$23.90	\$24.77	\$25.28
12/1/2009	\$21.32	\$22.27	\$23.22	\$24.14	\$25.01	\$25.53
Mechanic Helper	Hire Rate	Step 2	Step 3	Step 4	Step 5	Job Rate
1/1/2009	\$21.07	\$21.52	\$22.42	\$23.36	\$24.24	\$24.71
7/1/2009	\$21.28	\$21.74	\$22.64	\$23.59	\$24.48	\$24.96
12/1/2009	\$21.49	\$21.95	\$22.87	\$23.83	\$24.73	\$25.21
Mechanic	Hire Rate	Step 2	Step 3	Step 4	Step 5	Job Rate
1/1/2009	\$24.03	\$25.14	\$26.22	\$27.26	\$28.34	\$28.89
7/1/2009	\$24.27	\$25.39	\$26.48	\$27.53	\$28.62	\$29.18
12/1/2009	\$24.51	\$25.65	\$26.75	\$27.81	\$28.91	\$29.47
Foreman 1 (Highway)	Hire Rate	Step 2	Step 3	Step 4	Step 5	Job Rate
1/1/2009	\$23.87	\$24.62	\$25.38	\$26.23	\$27.05	\$27.60
7/1/2009	\$24.11	\$24.87	\$25.63	\$26.49	\$27.32	\$27.88
12/1/2009	\$24.35	\$25.11	\$25.89	\$26.76	\$27.59	\$28.15
Foreman 2 (Highway)	Hire Rate	Step 2	Step 3	Step 4	Step 5	Job Rate
1/1/2009	\$22.74	\$23.50	\$24.25	\$25.11	\$25.93	\$26.48
7/1/2009	\$22.97	\$23.74	\$24.49	\$25.36	\$26.19	\$26.74
12/1/2009	\$23.20	\$23.97	\$24.74	\$25.61	\$26.45	\$27.01
Foreman (Recreation)	Job Rate					
1/1/2009	\$23.13					
7/1/2009	\$23.36					
12/1/2009	\$23.59					
Laborer (Recreation)	Hire Rate	Step 2	Job Rate			
1/1/2009	\$17.35	\$18.35	\$19.35			
7/1/2009	\$17.52	\$18.52	\$19.52			
12/1/2009	\$17.70	\$18.70	\$19.70			