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# AGREEMENT

by and between the

TOWN OF QUEENSBURY

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
**RECEIVED**

and

JUN 19 2013

OFFICE OF THE CHAIR

CSEA, Local 1000 AFSCME,  
AFL-CIO



Town of Queensbury Unit #9007-00  
Warren County Local 857

**January 1, 2011 - December 31, 2012**

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## AGREEMENT

THIS AGREEMENT, signed this 13<sup>th</sup> day of June, 2011 between the TOWN OF QUEENSBURY, Warren County, New York, hereinafter referred to as the "TOWN," and the TOWN OF QUEENSBURY UNIT OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., hereinafter referred to as the "CSEA."

WHEREAS, CSEA has been certified by the Public Employment Relations Board as the exclusive representative of employees in the Town of Queensbury for the purpose of collective negotiations and the settlement of grievances, and

WHEREAS, it is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Queensbury and its employees for the mutual benefit of the public, the Town government and its employees,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

## **ARTICLE I RECOGNITION**

**Section 1.** The Town recognizes the CSEA as the sole and exclusive bargaining agent for all full-time Town employees whose positions are specified in Schedule A annexed hereto and made a part hereof and shall exclude all elected officials, appointed officials, as described in Order C-0588 by the Public Employment Relations Board, dated January 18, 1971, the Water Superintendent, the Deputy Water Superintendent, Confidential Assistant to the Water Superintendent, Chief Operator Water Department, Deputy Highway Superintendent, Solid Waste Department Superintendent, Cemetery Superintendent, Confidential Secretary to the Supervisor, Town Bookkeeper, Senior Account Clerk Accounting Department,, Building and Zoning Inspector, Deputy Building and Zoning Inspector, Assessor, Fire Marshal, Deputy Fire Marshal, Deputy Town Clerk, Town Court Clerk, Records Clerk, Deputy Collector of Taxes, Parts Shop Foreman, Director of Building and Code Enforcement, Assistant Building Inspector and Code Enforcement Officer, Zoning Administrator, Building and Grounds Supervisor, Town Attorney, Deputy Town Attorney, all employees in the Town Attorney's Office, Administrative Assistant to Town Supervisor, Director of Waste Water Department, Confidential Administrative Secretary, Senior Planner, Planner, Assistant Planner, Real Property Tax Service Assistant, Real Property Data Collector, Billing Supervisor, Justice Court Clerk and Account Clerk, all positions in the Accounting Department, Waste Water Technician, Distribution Supervisor Water Department, Distribution Maintenance Supervisor, Executive Director of Community Development, Code Compliance Officer, Engineer, all Department Heads and Deputy Department Heads, temporary or seasonal employees, and all managerial or confidential employees so designated by the Public Employees Relation Board ("PERB").

**Section 2.** The CSEA affirms it does not assert the right to strike against the Town, to assist or participate in any such strike, slowdown or demonstration interfering the departmental operations of the Town, or to impose an obligation to conduct, assist or participate in such a strike.

## **ARTICLE II AGENCY SHOP AND PAYROLL DEDUCTIONS**

**Section 1.** Membership in the CSEA shall not be a condition of employment or a preference in the continuation of employment. However, subject to the limitations and conditions provided for in §208(3)(b) of the New York State Civil Service Law and pursuant to the authority provided for in said statute, the Town agrees to deduct from the wages of each employee in the bargaining unit who is not a member of CSEA, an amount equivalent to the dues levied by CSEA and to transmit such sums so deducted to CSEA. CSEA affirms that it has adopted the necessary procedures for refund of agency fee deductions as required in §208(3)(b) of the New York State Civil Service Law. This provision for the agency fee deduction shall continue in effect as long as CSEA maintains the appropriate refund procedures.

## **ARTICLE II – AGENCY SHOP AND PAYROLL DEDUCTIONS (continued)**

**Section 2.** The employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 33 Elk Street, Albany, New York or its designated agent, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deduction. The employer agrees to deduct and remit such monies exclusively for the CSEA, as the recognized exclusive bargaining agent for employees in this unit.

**Section 3.** The Town shall deduct from the wages of employees, upon employee's written request, that sum of money requested for Christmas Clubs and remit such money to a local bank of the Employer's choice.

**Section 4.** The Employer shall deduct from the wages of employees and remit, at least monthly to the Hudson River Federal Credit Union, amounts which have been authorized by employees who have signed the appropriate payroll deduction authorization permitting such deduction. An employee's payroll deduction authorization may not be amended more than two times during any calendar year.

**Section 5.** CSEA agrees to indemnify and hold the Town harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorney's fees, that may arise out of, or by reason of, any action taken by the Town in its compliance with the provisions of this Article.

## **ARTICLE III COMPENSATION**

**Section 1.** Effective January 31, 2011, all employees shall be compensated according to the attached salary Schedule A for calendar years 2011 and 2012.

**Section 2.** Each employee who has not qualified for his or her first longevity and who has up to two (2) years of service shall receive a longevity payment in accordance with Schedule B on their anniversary date of hire and shall continue to receive longevity payments until he or she reaches the maximum longevity level allowable. Each employee who has previously qualified for his or her first longevity or additional longevities in accordance with Schedule B, shall continue to receive longevity payments on anniversary date of hire or until such employee(s) reach the maximum longevity allowable.

**Section 3.** All employees shall be paid every week with Friday being payday.

**Section 4.** All newly created titles shall be incorporated into Schedule A.

## **ARTICLE III – COMPENSATION (continued)**

**Section 5.** Any full-time, part-time, seasonal or temporary employee who is subsequently hired on a permanent basis by the Town without a break in employment or bargaining unit title shall receive all benefits of title seniority as of the date he was originally employed in that title as a full-time, part-time, seasonal or temporary employee.

## **ARTICLE IV WORKWEEK AND WORKDAY**

**Section 1.** The regular workday will be as follows:

Highway	7:00 a.m. to 3:00 p.m.
Town Hall	8:00 a.m. to 4:30 p.m.
Water Maintenance	7:00 a.m. to 3:00 p.m.
Wastewater Maintenance	7:00 a.m. to 3:30 p.m.
Water Plant	24 hour operation; 8 hour shifts
Water Department Administration	8:00 a.m. to 4:30 p.m.
Wastewater Department Administration	8:00 a.m. to 4:30 p.m.
Solid Waste Department	7:30 a.m. to 3:30 p.m.
Building Maintenance	7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. (Water Treatment Plant)
Building Maintenance	7:00 a.m. to 3:30 p.m. (Town Office Building)
Cemetery	7:00 a.m. to 3:30 p.m.
Recreation Dept. Maintenance	7:00 a.m. to 3:30 p.m.

**Section 2.** The workweek shall start with Monday. However, the Solid Waste Department workweek is Tuesday through Saturday.

**Section 3.** All employees shall be entitled to one-half (1/2) hour unpaid lunch period except the Solid Waste Department employees, Highway Department employees, and non-clerical Water Department employees who shall not have a lunch period.

**Section 4.** The regular workday or workweek may be changed by the Department Head and notice thereof shall be given to all affected employees. Prior to any change in the regular workday or workweek, the employer will meet with representatives of the CSEA to discuss and work out a resolution to the problem of the change if such a problem exists.

**Section 5.** The regular workweek shall be forty (40) hours, consisting of five (5) consecutive days, except for "Water Plant Treatment Operators."

**Section 6.** The provisions of Sections 1, 3 and 5 of this Article shall not apply to employees engaged in water treatment operations nor to other employees engaged in operation of

## ARTICLE IV – WORKWEEK AND WORKDAY (continued)

a continuous nature. Employees so engaged in operations of a continuous nature shall work in accordance with assigned work schedules. The shift configuration for Water Treatment Plant Operators shall be:

Shift	M	TU	W	TH	F	S	S
7-3	A	A	<sup>1</sup>	D	A	A	A
3-11	B	B	B	B	D	D	B
11-7	D	C	C	C	C	C	D

**Section 7.** In the event of a call-in, any employee shall be guaranteed two (2) hours pay at the rate of one and one-half (1 ½) times the employee's regular rate of pay. However, if the employee is notified of a prescheduled call-in by the end of the employee's preceding work day and the prescheduled call-in extends to the beginning of the employee's regularly scheduled shift, the employee shall be guaranteed one (1) hour pay at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

**Section 8.** All hours of work in excess of forty (40) hours of the week and in excess of eight (8) hours in a workday shall be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay. All paid leave time shall be considered as time worked for the computation of overtime.

**Section 9.** Voluntary overtime in all departments, except the Water Treatment Plant, shall be distributed among all employees in the following manner:

(a) The Town shall post an overtime eligibility list in each department every two months, which list will include the names of all employees in each department. The overtime eligibility list shall be established on the basis of title seniority, with the more senior employee in each title being placed at the top of the list. Any employee who does not desire to be on such an overtime eligibility list shall notify the Town in writing of his/her request and his/her name will be withdrawn from the overtime eligibility list.

(b)

1. From the overtime eligibility list, employees in each title will be given the opportunity to work overtime, based upon a rotating list, beginning with the most senior employee in the title and moving down the list. Upon the next occasion of overtime work, the process will commence with the name following the last employee on the list who was called for overtime. Such employee called must be available for the overtime work and will be required to perform the overtime work. If such employee is not available for the overtime work or fails to perform the overtime work on more than two (2) occasions, his name will be removed from the overtime eligibility list for the duration of that two (2) month period, and such employee will not be

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<sup>1</sup> Extra O.T. day, one (1) day per man every 28 days, for four (4) operators to be pre-scheduled



## **ARTICLE IV – WORKWEEK AND WORKDAY (continued)**

further called for overtime work pursuant to the overtime eligibility list. However, any employee who is not on the overtime eligibility list will not be precluded from working overtime, if the Town requests him to work overtime. Overtime shall not be worked unless it is authorized by the Department Head. The Town shall establish and permit employees in similar titles from other departments to participate in overtime when there is a need to do so by the Town.

2. Unavailability for overtime work can only occur once in a twenty-four (24) hour period. An unanswered telephone call will not be considered an occurrence of unavailability for overtime.

3. With regard to the Highway Department, the Town's designee will call the employees and a CSEA representative may be present during the call-in. It is understood that once the Town has completed calling the employees on the overtime list one time (including answering machine, no answer or busy signal) for each occurrence of overtime, the Town may perform the overtime work with other Town employees, including salaried persons and the hiring of temporary bargaining unit Town employees at a rate not to exceed the overtime rate for Heavy Equipment Operators, with no benefits of the Collective Bargaining Agreement.

**Section 10.** In unforeseen, unscheduled emergency situations, all employees are expected to work a reasonable amount of overtime if the number of personnel needed is not obtained through the procedures specified in Sections 9(a) and (b) herein.

**Section 11.** All overtime for Water Department employees will be based on simple rotation within the class or position for which overtime is requested, in order of seniority and with employees always being rotated whether available or not (for any reason).

With respect to Water Treatment Plant operators, the four operators will be offered first refusal on all operator associated overtime, in accordance with the above procedure and the lab operator shall be offered overtime for the position of Water Treatment Plant Operator after the four operators have been afforded an opportunity to work as herein provided. In the event that no operator is available, the shift must be covered by the operator on duty, unless the on-duty operator shall have already worked two (2) shifts (16 hours), in which case the least senior operator available shall be obligated to cover the shift.

**Section 12.** Water Treatment Plant Operators and Lab Operators may swap a shift one time within the work week with another operator subject to the approval of the Department Head. The appropriate shift differential will be paid to the operator who actually works the shift where differentials are paid. There will be no net increase in hours per work week for any operator as a result of the swapping of shifts.

## **ARTICLE V HOLIDAYS**

**Section 1.** All employees shall be entitled to the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	½ Day Before Christmas
Independence Day	Christmas Day
Labor Day	Two (2) Floating Holidays

**Section 2.** If a holiday falls on a Saturday, the day of observance shall be the preceding Friday and if the holiday falls on Sunday, observance shall be the following Monday.

**Section 3.** Any employee required to work on a holiday shall receive time and one-half pay for the hours worked in accordance with Section 7 of Article IV, plus the Holiday pay.

**Section 4.** Employees at the Water Plant shall have the option of the holiday at time and one half (1 ½) in cash or a compensatory day off in lieu of cash. This time is to be taken within six (6) months of the holiday.

**Section 5.** A minimum of twenty-four (24) hours notice is required to be provided to the Department Head for a Floating Holiday, and will be scheduled upon the approval of the Department Head.

**Section 6.** In order to be eligible for holiday pay, the employee must be "in pay status" the day before and after the holiday. Furthermore, an employee on a leave of absence cannot return to work on a holiday.

**Section 7.** In the event that two (2) or more employees request the same day for a floating holiday, seniority shall be used to break ties: i.e., the more senior employee shall receive it.

## **ARTICLE VI LEAVES**

### **Section 1. SICK LEAVE**

a) Sick leave may only be taken by an employee for his own personal illness in accordance with the terms of this section; however, an employee may use accumulated sick leave to care for the employee's minor child who is ill. All employees shall earn sick leave at the rate

## ARTICLE VI – LEAVES (continued)

of one day per month; however, an employee on unpaid leave shall not earn or accrue sick leave. Sick leave may be accumulated to a maximum of 190 days. Sick leave shall be credited on the first day of the month in which entitlement occurs and shall be recorded on the first Monday of the month.

b) Each employee covered under this Agreement shall be allowed to take sick leave in two (2) hour units. The Town reserves the right to notify, in writing, bargaining unit employees who develop a pattern of misuse concerning this benefit. Following consultation with the employee and union representative, the Town may suspend the two hour sick leave benefit for such employees for a period of up to six months.

c) The Department Head may require physician's statements for any leave of absence after three (3) consecutive days of illness.

d) In the event that an employee who was hired on or before January 1, 1976 has not used all of his/her accumulated sick leave at the time of his/her retirement, he/she shall be paid at the hourly rate then in effect for one-half (1/2) of the accumulated sick leave to his/her credit. All employees hired after January 1, 1976, shall receive pay at the hourly rate then in effect for all unused accumulated sick leave days at the time of retirement, up to and including thirty (30) days.

e) All employees shall notify the Town at least thirty (30) minutes in advance, except for Water Plant Operators, who will give one (1) hour notice, previous to taking any sick leave. In the event that such notice is not given, the employee shall not be compensated for sick leave for that day.

### Section 2. VACATION LEAVE

a. Effective January 1, 2009, new hires shall receive the following vacation schedule after successful completion of the probationary period:

<u>Employee Hire Date</u>	<u>Vacation Days</u>
January 1 through February 29	5 days after successful completion of the probationary period.
March 1 through May 31	3 days after successful completion of the probationary period.

## ARTICLE VI – LEAVES (continued)

This provision shall not apply to any probationary period that extends beyond December 31.

b. Effective January 1, 2009, employees who have successfully completed their probationary period shall be entitled to vacation as follows:

1-4 years	-	10 days
5-9 years	-	12 days
10 years	-	15 days
11 years	-	16 days
12 years	-	17 days
13 years	-	18 days
14 years	-	19 days
15 years	-	20 days
20 years	-	21 days
25 years	-	22 days
30 years	-	23 days

c. A day of vacation shall be a working day.

d. Vacation credits shall be computed on January 1 each year

e. All vacations shall be scheduled in advance by the Department Head.

f. All vacations shall be taken within the twelve (12) months after the employee has earned his/her vacation and may not be accumulated from year to year. No part of such vacation shall be carried over from year to year to another except with approval of the Town Supervisor with the recommendation of the Department Head. However, vacation leave which is earned but unused through no fault of the employee shall be paid in cash as of the last pay period in the twelve (12) months in which the employee could have taken his vacation and shall not be paid, taken, used or credited at any other time or in any other manner. During the month of January, if two (2) or more employees desire to schedule the same vacation time during the year, seniority shall be used to break ties: i.e., the more senior employee shall receive it. Thereafter, seniority will not affect the scheduling of vacations.

g. If a holiday falls in a vacation period, the holiday pay shall be included in the compensation paid at the next payday following the employee's return to work.

h. Upon death, retirement or voluntary separation of service, the employee or his/her beneficiary shall be paid for all earned but unused vacation leave at the employee's then current daily rate of pay.

Vacations may be used in one-half (1/2) day units.

## **ARTICLE VI – LEAVES (continued)**

### **Section 3. PERSONAL LEAVE**

a. After one (1) year of continuous employment with the Town, employees shall be granted three (3) personal days per anniversary year.

b. Personal leave shall not accumulate from one year to the next. Unused personal leave shall not be paid in cash at any time.

c. Personal leave may only be used for personal activities which could not otherwise be performed on a non-working day. However, personal leave days may be used as bereavement days to extend the bereavement leave allowed under the provision of this Article pertaining to bereavement leave or for death of an individual not covered under the bereavement leave provision contained in this Article.

d. All employees desiring to use a personal leave day shall, except in cases of emergency or death (bereavement), give at least one (1) day's notice of the intent to use a personal leave day. In the event that such notice is not given as hereinabove provided, such employee shall not be entitled to pay for the personal leave day. Personal days will not be granted to excuse employees who are regularly scheduled to work on a holiday(s) which is a part of the employee's normal workweek except for emergency or death as provided in this section.

e. Personal leave may be taken in two (2) hour units.

### **Section 4. BEREAVEMENT LEAVE**

a. For each occurrence of death within the family group, hereafter defined, each employee is entitled to Bereavement Leave without loss of pay. The number of days entitled shall be enumerated for various relationships as follows:

- 5 Day Leave - Spouse, Father, Mother, Sisters, Brothers, Children and Step-Children who live within the employee's household, and grandchildren.
- 2 Day Leave - Mother-In-Law, Father-In-Law, Daughter-In-Law, and Son-In-Law.
- 1 Day Leave - Brother-In-Law, Sister-In-Law, and Grandparents.

b. The days provided herein shall not be deducted from other leave credits. Bereavement leave shall be calculated commencing from the date of notice of death of the specified individuals herein.

## **ARTICLE VI – LEAVES (continued)**

### **Section 5. MILITARY LEAVE**

Employees who are members of military reserve units and are required to go on active duty for training purposes, shall be entitled to leave, without loss of pay, for such time as is necessary to fulfill such military training obligations, but not exceeding thirty (30) calendar days per calendar year. Payment shall not be made to such employee unless a copy of the military orders is submitted to the Department Head.

### **Section 6. MEDICAL LEAVE**

a. The Town Board will consider requests for unpaid leaves of absences for medical reasons. Medical leave will not be granted in excess of ninety (90) days. Upon termination of an authorized leave of absence, the employee will be reinstated without interruption of service, rights and benefits.

b. Throughout the duration of the unpaid leave, the Town shall not be obligated to pay for any benefits to or on behalf of the employee. However, an employee may continue his health insurance and dental coverage if he pays the entire health insurance and dental premiums while he is on leave.

c. When an employee is out on disability leave, health insurance and dental insurance coverage shall continue for a period of up to six (6) months after commencement of the disability leave for a covered employee. Thereafter, such employee may continue his health insurance and dental coverage if he/she pays the entire health insurance and dental premiums while he/she is on disability leave.

### **Section 7. UNPAID LEAVE OF ABSENCE**

An unpaid leave of absence from the Town without pay or other benefits may be granted to an employee for up to twelve (12) months. The Town has the absolute right to grant or deny such unpaid leave in its sole discretion. Throughout the duration of the unpaid leave, the Town shall not be obligated to pay for any benefits to or on behalf of the employee. The time on leave will not be counted toward the employee's seniority, nor will it be counted toward the computation of any time periods referred to in this entire Agreement. However, an employee may continue his health insurance coverage if he pays the entire health insurance premium while he is on leave.

### **Section 8. EMERGENCY TOWN SHUTDOWN**

In the event that there is an emergency shutdown of the Town, certain employees may be

## **ARTICLE VI – LEAVES (continued)**

required to work during the emergency shutdown. In such event, such employees shall not receive any additional pay or compensatory time off.

## **ARTICLE VII PENSION AND INSURANCE**

### **Section 1. RETIREMENT**

a. All eligible employees shall be entitled to enroll in the New York State Retirement Plan, known as Retirement Plan 75C. Notwithstanding the above, any Town employees who are Tier I or Tier II employees and who are eligible for Retirement Plan 75i shall be entitled to enroll in New York State Retirement Plan 75i.

The Town will continue to provide group health insurance coverage for any Town employee retiring at age 55 or older pursuant to the New York State Retirement System with at least ten (10) years of service with the Town until the death of such employee, provided that the retired employee contributes toward the premium of such health insurance in the same amount as required by the Town for other employees then employed. (Employees hired on or after January 1, 2009, must have fifteen (15) years of service with the Town.) Upon the death of such retired employee, the Town shall provide group health insurance coverage for such retired employee's surviving spouse for an additional six (6) month period. Thereafter, the retired employee's surviving spouse may continue such health insurance coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or may retain coverage under the Town policies then in effect by paying to the Town the full amount of each month's premium.

### **Section 2. HOSPITALIZATION, DENTAL, VISION CARE AND HEARING CARE INSURANCE**

a. Effective March 1, 2011, if an employee selects the EPO Plan, the employee shall contribute 8.5% of the premium. Effective January 1, 2012, the employee shall contribute 9% of the premium.

b. Effective March 1, 2011, if an employee selects the PPO Plan, the employee shall pay 16.5% of the premium. Effective January 1, 2012, the employee shall pay 17% of the premium.

c. Effective January 1, 2012, the plan design of the prescription drug benefit in the EPO and the PPO Plan shall be modified to a \$10/\$25/\$50 co-pay prescription plan rider. The

## **ARTICLE VII – PENSION AND INSURANCE (continued)**

inpatient hospital admission co-pay shall be \$500 for 2011 and 2012 and will be reimbursed to the employee by the Town.

Effective January 1, 2012, the Town shall reimburse the employee for \$5.00 of the \$25.00 name brand co-pay and \$25.00 of the \$50.00 non-formulary co-pay.

d. Any contribution by the employee toward payment of his or her health insurance under this Article VII, Section 2, will be available through an Internal Revenue Code Section 125 Plan.

e. The Town shall pay the balance of the total premium for health insurance plan selected.

f. The Town shall provide the above plans as options for as long as Empire provides them. If Empire no longer provides the PPO Plan or the EPO Plan or no longer makes either plan available to the Town, the Town shall provide a health insurance plan offering benefits most comparable to what is now offered.

g. Nothing in this Agreement shall prevent the Town from offering additional health insurance to employees upon such terms as the Town may provide.

h. All eligible employees shall be entitled to enroll in non-duplicative Dental Plan. The employee shall pay \$7.00 per month for individual coverage and \$10.50 per month for family coverage. Such contribution will be available through an Internal Revenue Code §125 Plan. The Town will also provide a vision care rider and hearing care rider to the participating employee's insurance coverage.

i. If an employee dies while he is employed by the Town, the Town shall pay the health insurance premium for such deceased employee's immediate family for one (1) year.

j. If an employee provides the Town with evidence of comparable health insurance in a manner and form to be determined by the Town, and executes an appropriate waiver of health insurance coverage and waiver of liability to the Town, such employee shall receive at the end of each month for which such employees has worked, the sum of thirty-five (\$35.00) per month if the employee is eligible for individual coverage and ninety-five (\$95.00) dollars per month if the employee is eligible for dependent coverage.



## **ARTICLE VII – PENSION AND INSURANCE (continued)**

### **Section 3. DISABILITY INSURANCE**

All employees of the Town shall be covered by New York State Disability Insurance at no cost to the employee. The employee shall have the option to use sick leave or utilize the New York State Disability. In any event, once an employee's accumulated sick leave is exhausted, he shall utilize the Disability Insurance.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

### **DEFINITIONS**

1. Employee shall mean any employee(s) or groups of employees in the negotiating unit.
2. Chief Executive Officer shall mean the Town Supervisor.
3. Department Head shall mean the person designated and/or elected as the head of each department in the Town of Queensbury.
4. Representative shall mean the person or persons designated by the aggrieved employee as his or her counsel or to act on his or her behalf.
5. Grievance shall mean any claimed violation, misinterpretation of any provision of this Agreement or of any existing laws, rules, regulations, policies, administrative orders or work rules of the Town of Queensbury, or any action thereof which relate to suspensions, discipline or discharge.

No employee, except a probationary employee, shall be suspended, discharged or disciplined without cause. Discharge and/or suspension shall be subject to the Grievance Procedure starting at the third stage subject to Basic Principles 8 and 9. Disciplinary action shall be subject to the normal Grievance Procedure.

No suspended employee shall receive benefits under the holiday, vacation or leave provisions contained in Articles V and VI of this Agreement while under suspension. If the employee is suspended for more than thirty (30) days, such employee shall not receive any benefits under the hospitalization, dental, vision care and hearing care insurance provisions contained in Article VII of this Agreement, but may continue such coverage if he pays the entire health insurance and dental premiums while under suspension.

## **ARTICLE VIII – GRIEVANCE PROCEDURE (continued)**

6. Decision shall mean the determination or report made by a Department Head, Chief Executive Officer, Town Board or arbitrator, after the grievance is heard or submitted as provided in this procedure.

7. Days shall mean all days other than Saturdays, Sundays or Holidays. Saturdays, Sundays and Holidays shall be excluded in computing the number of days within such action must be taken or notice give within the terms of this procedure.

8. Town Board shall mean the legislative body of the Town of Queensbury.

### **PROCEDURES**

**First Stage:** Within twenty (20) days of a grievance occurrence, such employee and/or his or her representative shall present the grievance, in writing, to his or her Department Head. In the event such grievance is not presented within the time limitations, heretofore specified, such grievance shall not be deemed to exist. The Department Head shall discuss the grievance with the employee and/or his or her representative, and shall make such investigation as he deems appropriate. Within five (5) days after the grievance has been presented to him, the Department Head shall make his decision and communicate the same in writing to the employee presenting Grievance and to the employee's representative, if any.

**Second Stage:** If the employee is not satisfied with the Department Head's decision, he or she and/or his or her representative shall be allowed to make a request to the Chief Executive Officer for review and determination of the grievance within ten (10) work days of the receipt of the Department Head's decision. Such request shall be in writing and shall include the name and position of the employee, the time when and the place where the alleged events or conditions occurred, if known to the aggrieved employee, a general statement of the grievance and the redress sought by the employee. The written request shall be sent to the immediate supervisor. The Chief Executive Officer shall render his determination in writing within five (5) working days after receipt of the request for his review and shall send copies of such determination to all parties involved in the grievance. The parties may mutually agree in writing to extend the time periods herein.

**Third Stage:** If the aggrieved employee is not satisfied with the decision of the Chief Executive Officer, such employee and/or his or her representative shall be allowed to submit a written request for review and determination of the grievance to the Town Board within five (5) working days of receipt of the decision at the second stage. The request shall contain the same information as the employee provided the Chief Executive Officer. A copy of the request shall be sent to the Chief Executive Officer. The Town Board shall notify all parties involved in the grievance of the time and place when it shall convene an informal hearing where such parties may appear and present oral and written statements supplementing their positions. Such hearing

## **ARTICLE VIII – GRIEVANCE PROCEDURE (continued)**

shall be held within ten (10) working days of receipt of the written request for review. The Town Board shall render its decision in writing within five (5) working days of the hearing and shall send such decision to all parties involved in the grievance.

Fourth Stage: If the employee and/or the Civil Service Employees Association is not satisfied with the decision of the Town Board, such employee or CSEA shall be allowed to submit the grievance to final and binding arbitration by written notice to the Town Supervisor within fifteen (15) days of the decision at Stage Three.

Within five (5) working days after such written request is submitted to the Town Supervisor, he and the Civil Service Employees Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator and/or gain a commitment from said arbitrator within ten (10) days of submission of the request for arbitration, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

The selected arbitrator will hear the matter promptly and issue his decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and will set forth his finding of fact, reasoning and conclusions on the issues.

The cost of the arbitrator shall be borne equally by both parties.

The arbitrator shall have no power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The arbitrator's award and decision shall be final and binding on all parties.

### **BASIC PRINCIPLES**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

## **ARTICLE VIII – GRIEVANCE PROCEDURE (continued)**

3. An employee shall have the right to be represented at any step of the procedure by CSEA or by a representative(s) of his/her own choosing, but no other employee organization may institute a grievance or represent an employee in the processing of a grievance.

4. Employees who are designated or selected for the purpose of adjusting grievances shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations.

5. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such grievance.

6. All hearings are confidential.

7. If the employer or its representative(s) does not respond to a grievance within the time limits established at each stage of this procedure, the aggrieved employee or CSEA shall be allowed to move to the next stage.

8. The employer shall provide employee(s) with a written statement of charges immediately upon taking any discipline action, including suspension or discharge action against (an) employee(s).

9. The parties agree that the first two (2) stages of grievance Procedure shall be waived in the instance of a discharge or suspension of (an) employee(s) and the affected employee(s) shall be allowed to proceed to the Third and fourth stage of the procedure, if the employee so desires.

## **ARTICLE IX PROMOTIONS, VACANCIES AND NEW OPENINGS**

**Section 1.** In the event that the Town should create a new position in the non-competitive or labor class of civil service, or in the event that a position in the non-competitive or labor class has been vacated, the Town shall cause to be posted on the bulletin board in the Town Hall and in all departments, a notice of said vacancy at least five (5) days before the filling of the vacancy by the Department Head. It shall be the intention of the Town to give qualified employees an opportunity to apply for the position(s) as it or they become available. All new positions and job advancement as well as transfers, shall be so posted and the opportunity given to current employees to apply for the job. Filling of the position shall be in accordance with Section 2 of this Article.

## **ARTICLE IX - PROMOTIONS, VACANCIES AND NEW OPENINGS (continued)**

**Section 2.** It shall be the intent of the Town of Queensbury to fill vacancies in existing positions, as well as to fill newly created positions, through promotion and transfer of employees working for the Town of Queensbury. It is further recognized that the Town of Queensbury has the right to establish new positions and to fill vacancies. It is also acknowledged that the Town of Queensbury shall establish the qualifications pursuant to local Civil Service Commission regulations for new positions, and that it shall be the judge of the qualifications of all employees making application for promotion, transfer or the filing of new or existing positions, based upon the Civil Service Commission job description. It is further recognized that the employees may desire to transfer from one department in the Town to another department in the Town. In this latter instance, the employees within a transfer from one department to another will be permitted to bid for the new position or vacancy, only after all eligible employees within the department affected have first bid and been considered or have failed to bid the position. Therefore, the filling of the new or existing position shall be made through promotion or transfer of employees working for the Town of Queensbury, where such vacancy occurs. When the qualifications of two or more employees are equal, the most senior employee applying for the position within the department or Town, whichever applies, shall receive the promotion or transfer. The most senior employee applying, working in the title, who wishes a transfer within the department, shall receive a transfer prior to the promotion of employees from other titles. Nonetheless, it is specifically recognized that the Town of Queensbury may hire outside help by reason of particular expertise or qualifications.

Notwithstanding the foregoing, in the instance of a requested transfer by an employee of the Town from one department to another department within the Town, the Town shall not be obligated to make the transfer.

**Section 3.** In the case of promotion and/or transfer of an employee, the Town agrees to implement the transfer or promotion as promptly as possible. The factors regulating the transfer or promotion shall be the availability of a trained replacement for the newly transferred or promoted employee where required. Any employee who is promoted to a new position for which a training period is necessary shall receive training for a thirty (30) day period from the effective date of the promotion. During such training period, the promoted employee shall not receive an increase in pay. Upon completion of the training period, the employee shall begin receiving the new rate of pay for the position to which he or she was promoted. If no training period is necessary, the promoted employee shall begin receiving the new rate of pay on the effective date of the promotion. Any dispute as to whether a training period is necessary shall be settled by the parties to this Agreement. If the parties fail to reach a settlement within five (5) days of the dispute arising, settlement shall be reached through use of the grievance procedures as contained in this Agreement.

## **ARTICLE IX - PROMOTIONS, VACANCIES AND NEW OPENINGS (continued)**

### **Section 4.**

a. An employee who is transferred or promoted from one position to another shall start a ninety-day trial period in the new position. During employee's trial period, the Town shall not be obligated to post for the filling, on a provisional basis, of the employee's prior position.

b. When the Town determines that an employee will not successfully complete the trial period in the new position, he/she shall return to the job title previously held with no loss of seniority.

**Section 5.** In the event that the Town decides to fill a temporary vacancy of more than thirty (30) days, the Town will post on the bulletin board of the affected department, a notice of such temporary vacancy at least five (5) days before the filling of the temporary vacancy by the Department Head or the Town Board, as the case may be. Nothing in this section shall require the Town to fill such temporary vacancy. The Department Head or the Town Board, as the case may be, has the sole authority to select the person to fill the temporary vacancy, and such decision by the Department Head or the Town Board, as the case may be, is not subject to the grievance procedure contained in this Agreement.

## **ARTICLE X PAST PRACTICE**

**Section 1.** This Agreement shall represent all employees' rights, privileges and benefits granted by the Town to its employees and unless specifically and expressly set forth in this Agreement, all rules, regulations, practices and benefits previously granted are not in effect.

## **ARTICLE XI RESERVATION OF RIGHTS**

**Section 1.** The Town reserves the right to implement any rule or regulation concerning employee practice or working conditions without prior discussion with CSEA, provided it does not conflict with or violate any of the terms of this Agreement.

**Section 2.** The Town reserves the right to create or abolish any job, position or title. Prior to the abolishment of any job, position or title, the employer shall give the affected employee(s) two weeks notice. Removal of employees shall be accomplished through Article XII of this Agreement.

**ARTICLE XII  
LAY-OFFS, BUMPING AND RECALL**

**Section 1. Definitions:**

Seniority shall be defined as the length of continuous service with the employer from the date of hire of the employee.

Title Seniority shall be defined as the length of continuous service of an employee since entry of such employee into the title.

Departmental Seniority shall be defined as the length of continuous service of an employee since entry of such employee into the department.

**Section 2. Lay-Offs, Bumping and Recall:**

For the purpose of lay-off of non-competitive and labor class employees, the employee(s) with the least title seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his seniority in his current title, the laid off employee(s) shall be allowed to exercise his departmental seniority to displace (an) employee(s) in a lower job title(s) who has lesser department seniority than the bumping employee within the department. Recalls shall be in the inverse order of lay-off. The employer shall notify the employee(s) of his/her recall by registered mail with return receipt requested at the employee's last known address. Such recall notification must be acknowledged by the employee within ten (10) working days of mailing.

All part-time and temporary employees in each title shall be laid off prior to the lay-off of full-time employees. The lay-off procedure for full-time employees as stated herein shall be used in the event of the lay-off of any part-time employee(s). All temporary employees shall be laid off before the lay-off of part-time employees.

**Section 3.** As used in the above paragraph, continuous service shall include those periods when an employee is on an employer's payroll and those periods when the employee is:

- a. on leave of absence;
- b. laid off for a period of up to two (2) years;
- c. absent from and unable to perform his duties by reason of a medical leave of absence or on a leave covered under Worker's Compensation.

## **ARTICLE XII - LAY-OFFS, BUMPING AND RECALL (continued)**

**Section 4.** Subject to the applicable provisions of the Civil Service law, if any, an employee loses his seniority only when one of the following occurs: he/she resigns, is discharged, retires, refuses recall, or is laid off for a period in excess of two (2) years.

**Section 5.** All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to lay-off, bumping and recall.

**Section 6.** The employer shall provide CSEA with lists containing title, department and Town-wide seniority dates of each employee within thirty (30) days of the execution of this Agreement. Any dispute concerning the seniority dates of an employee shall be submitted to final and binding arbitration for resolution.

**Section 7.** During a period of lay-off, no benefits shall accrue to such employee; however, an employee laid off shall retain all previously earned benefits.

## **ARTICLE XIII EDUCATIONAL REIMBURSEMENT**

**Section 1.** Employees will be allowed to take job related courses with the prior approval of the Town Supervisor, who shall have sole discretion to approve or disapprove an application for such benefit.

**Section 2.** In order to receive the following reimbursement, the employee must receive a passing grade for the course and comply with the Town's procedure for reimbursement.

a. College Credit Courses. The employee may take up to six credits per semester at a tuition rate not to exceed the rate at Adirondack Community College.

b. Non-Credit College or Other Education. The tuition rate shall not exceed two-hundred (\$200.00) dollars per person per semester.

## **ARTICLE XIV MISCELLANEOUS PROVISIONS**

**Section 1.** Any employee of the Town of Queensbury covered under this Agreement who is a member of a Volunteer Fire Department or other emergency response teams, including the Rescue Squad (hereinafter referred collectively as Fire/Emergency Company) and who leaves his/her duties because of an emergency situation involving his/her Fire/Emergency Company shall continue to receive his/her full pay from the Town provided:



## **ARTICLE XIV - MISCELLANEOUS PROVISIONS (continued)**

1. The Department Head or supervisor in charge of the Town department first authorizes release.

2. The employee shall promptly return to work upon completion of service to the Fire/Emergency Company.

3. In the event that the employee does not promptly return to work upon completion of fire/emergency service, he/she shall not be compensated for such release.

4. The Town of Queensbury agrees not to unreasonably withhold request for authorization.

5. Town vehicles shall not be used for transportation purposes in transporting employees from the work location to the fire/emergency service call.

If any employee is unable to report to work because of an emergency situation involving his/her Fire/Emergency Company, the affected employee(s) or other person(s) shall notify the Department Head or Supervisor in charge of the Town department of the circumstances preventing the employee from reporting to work. The employee(s) (is)(are) authorized to attend such fire/emergency situation, as above specified.

**Section 2.** Any employee who serves on a jury shall receive his/her full pay from the Town and shall return his/her jury duty pay to the Town. The employee shall retain any monies received for mileage, meals and/or motels. If released from jury duty on a day in which there are two (2) or more hours left in the workday, the employee(s) shall return to work as soon as it is feasible.

### **Section 3.**

a. Any laborer who drives a truck which has a load capacity of one (1) ton or more shall receive a differential of fifteen cents (\$.15) per hour for performing such duty in addition to his/her regular hourly rate. Effective January 1, 2009, such differential shall be twenty-five cents (\$.25) per hour; effective January 1, 2010, such differential shall be thirty-five cents (\$.35) per hour.

b. Effective December 1, 2008, during the period beginning on December 1 through and including March 31, all Highway Department employees (HEO, MEO, and Foremen) whose job requires driving a 5-ton or larger truck shall receive a differential of forty-five cents (\$.45) per hour, in addition to his or her regular hourly rate. Effective December 1, 2009, such differential shall be fifty cents (\$.50) per hour.

**Section 4.** Any employee who works any type shift work in any department of the Town shall receive a shift differential of three-percent (3%) for the second shift and five-percent

## **ARTICLE XIV - MISCELLANEOUS PROVISIONS (continued)**

(5%) for the third shift, which will change as the employee changes shifts. Such differential shall be computed by multiplying the employee's hourly rate by 3% and 5% in accordance with the hours worked by the employee and shift patterns established below. All leave (personal, sick, vacation, military, bereavement and holiday) should include employees normally scheduled shift differential so that there is no loss of total pay to the employee.

Shifts for the purpose of this Section shall be as follows:

First Shift	-	7:00 a.m. - 3:00 p.m.
Second Shift	-	3:00 p.m. - 11:00 p.m.
Third Shift	-	11:00 p.m. - 7:00 a.m.

### **Section 5. Operation of Equipment**

a. Town equipment shall in general be operated by hourly rated employees. Salaried persons shall operate equipment only for the purpose of testing the equipment of safety and adequacy for the job, for the purposes of instructing and demonstrating to operators, in emergency conditions when life and property are endangered, or when no qualified hourly operator is available. In the event of an emergency, the employer shall make every effort to call hourly rated personnel in to relieve supervisory personnel. Such call-in shall be in accordance with the call-in and overtime provisions contained in Article IV.

b. When laborers are required to drive equipment, such assignments shall be made, whenever reasonably possible (i.e., from laborers available at the particular work site) to the most senior qualified laborer.

### **Section 6. Out of Title Work**

a. Effective January 1, 1999, any employee who is assigned in a title which pays a higher hourly rate for a period of four (4) consecutive hours shall receive the higher hourly rate of pay for the day he/she works in such title.

b. An employee may be temporarily required to work in an out of title classification which pays a lower hourly rate. In such case, the employee will be paid at his regular permanent classification rate.

**Section 7.** Employees whose job assignments require working outdoors in inclement weather will be issued rain clothing which will include one (1) rain hat, one (1) rain suit and one (1) pair of rain boots, all of which will be visibly stenciled with the words, "Town of Queensbury." Each employee shall acknowledge in writing, receipt of such articles of rain clothing, as well as his responsibility for their custody and care. After receipt, it shall be the responsibility of the employee to have said items of rain clothing available for use in the

## **ARTICLE XIV - MISCELLANEOUS PROVISIONS (continued)**

performance of duty as required. Articles damaged in the performance of duty shall be replaced by the Town of Queensbury upon the "turn-in" of the damaged article to the Department Head. Lost or missing articles of rain gear will not be replaced by the Town of Queensbury for a period of two (2) years after notification of loss is given in writing to the Department Superintendent.

**Section 8.** Mechanics required to use specialized equipment in the performance of his/her duties (e.g., gauges for adjusting injectors) shall have such equipment supplied by the Town.

**Section 9.** Any employee who is required to work on an overtime basis after the end of his regular work shift for a continuous period of at least 12 hours (including his eight (8) hour day) shall receive a thirty (30) minute paid lunch, plus a \$5.00 meal allowance. Thereafter, any employee who is required to continue to work on such overtime basis for a continuous period of at least six (6) additional hours shall receive a thirty (30) minute paid lunch, plus a \$5.00 meal allowance. Effective December 1, 2008, increase the meal allowance to \$6.00. Effective December 1, 2008, the meal allowance shall be \$10 for highway department employees between December 1 and March 31 each year.

**Section 10. Warning Notices -** An employee receiving a warning letter shall have such letter(s) removed from his/her personnel file eighteen (18) months from the date of receipt of the last warning letter.

**Section 11.** The Town agrees not to place any materials in an employee's personnel file without giving such employee a copy thereof and an opportunity to acknowledge that such material is being placed in his/her personnel file. The employee shall have the right to review his/her personnel file whenever he/she wishes at a reasonable time upon reasonable notice to the Town. Any materials in the personnel file placed there without his/her knowledge shall be removed.

**Section 12.** The Town shall either provide coveralls or uniforms to employees, except clerical employees and lab technicians, at the option of each employee as follows:

a. If the employee selects coveralls, the Town shall provide two (2) sets of coveralls per year only to those employees whose title is mechanic and to those employees working in the Solid Waste Department. The Town shall provide one (1) set of coveralls per year to all other employees, except clerical employees and the lab technician. Once the coveralls are provided, all employees must turn in their respective used set of coveralls in order to obtain a new set of coveralls, subject to the annual limitation herein. Once the coveralls are provided to such employees, the Town shall have no further responsibility or obligation under this Section.

b. If the employee selects uniforms, the Town shall provide uniforms of a color and design as determined by the Town through a uniform service which will provide the employee with uniforms and laundering service for the uniforms. The Town and the employee shall equally share the cost of the uniform service up to a maximum total cost of \$6.00 per week. The

## **ARTICLE XIV - MISCELLANEOUS PROVISIONS (continued)**

employee's share of the cost shall be paid by payroll deduction. If the cost of said uniform service exceeds \$6.00 per week, this provision shall be re-negotiated between the parties. If an employee selects the uniform service, the wearing of uniforms shall be a requisite condition of employment. Each employee shall be responsible for the care of the uniform and shall be responsible for any damage to the uniform while the uniforms are in the employee's possession, except for damage caused while the employee is properly performing his duties for the Town. At the termination of employment, each employee shall be responsible to immediately return all uniforms in the employee's possession. Notwithstanding the foregoing, each employee shall be allowed to obtain or retain one (1) set of coveralls for the entire duration of such employee's employment by the Town.

Notwithstanding the above, each employee who does not select the uniform option shall be entitled to use the uniform allowance described above to purchase OSHA approved safety boots instead of a uniform.

c. Solid waste workers, wastewater workers, water meter servicemen, and mechanics shall be entitled to OSHA approved safety boots and uniforms or coveralls, provided the wearing of uniforms shall then be mandatory for such employee. (Town pays \$6 per week for uniforms and \$156 annually for OSHA approved safety boots.)

**Section 13.** Solid Waste Department employees will be entitled to an annual physical examination which will be arranged for by the Town.

### **Section 14.**

a. The Town will pay for the additional testing and license fees imposed by the State of New York and required by the Town as approved by the department head for continued employment of municipal truck drivers, equipment operators, mechanics and laborers other than normal passenger vehicle licenses, up to a maximum of \$100 per person per year. The Town will pay for the initial application for testing. Any expenses incurred in connection with repeat testing will be the sole responsibility of the employee.

Employees who drive Town vehicles as a normal part of their job shall attend a defensive driving class at Town expense during normal work hours.

The Town will pay for the water treatment operator license fees imposed by the State of New York and required by the Town as approved by the Department Head for continued employment of water treatment operators up to a maximum of \$100 per person per year. The Town will pay one time for the initial application for testing as a water treatment operator.

**Section 15.** The Town will participate in a local employee assistance program.

**Section 16.** There is no smoking permitted in any area of any of the Town buildings.

## **ARTICLE XIV - MISCELLANEOUS PROVISIONS (continued)**

**Section 17.** Notwithstanding anything in this Agreement to the contrary, each mechanic in the Highway Department shall:

a. be required to bring their own tools to use for his other job; and receive \$100 per calendar year from the Town as an allowance for purchasing tools. Such \$100 tool allowance shall be paid with the Town's pay day closest to July 1 of each calendar year to each mechanic in the Highway Department who has worked for the Town for at least six months. If required by the Internal Revenue Service, such \$100 tool allowance shall be treated by the Town and such employees as salary. For 2009, the tool allowance shall be increased to \$300. Effective January 1, 2010, the tool allowance shall be \$500.

## **ARTICLE XV WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that this Agreement was arrived at after the free exercise of such right and opportunity. Therefore, CSEA and the Town, for the life of this Agreement, each voluntarily and unequivocally agrees that collective bargaining is concluded and that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement. Accordingly, this Agreement is in full settlement of all issues and no issues shall be subject to collective bargaining during the term of this Agreement, unless mutually agreed.

## **ARTICLE XVI PROBATIONARY STATUS**

All new labor class and non-competitive class employees shall be deemed probationary employees for up to eight (8) months of continuous employment with the Town. In the event that either party wishes to extend the probationary period, notification shall be given within thirty (30) calendar days prior to the expiration of the probationary period. If it is agreed that an extension is warranted, the employee shall be notified in writing to the effect. However, in all cases, employees successfully completing their probationary period shall be so notified in writing.

**ARTICLE XVII  
MANDATORY LEGISLATIVE LANGUAGE**

Pursuant to §204-A of the Public Employees Fair Employment Law:

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

**ARTICLE XVIII  
SAVINGS CLAUSE**

This Agreement shall be subject to all federal, state and local laws applicable thereto and any of the terms of this Agreement which are not consistent therewith, or shall fail to conform with said federal, state and local laws shall be deemed null and void, provided however, that the remaining articles and sections of this Agreement shall remain unaffected thereby.

**ARTICLE XIX  
SICK LEAVE INCENTIVE**

Effective December 1, 2008, a sick leave incentive shall be paid by the last payroll period before December 25, 2009 and December 25 of each year thereafter as follows:

\$300 to any employee who has not taken any sick leave from December 1 to the following November 30; \$150 to any employee who has only taken up to one sick leave day from December 1 to the following November 30.

**ARTICLE XX  
UNION LEAVE**

Provided that CSEA reimburse the Town for the actual salary paid to the affected employees, bargaining unit employees who are elected or appointed officials of CSEA, Inc., shall have the right to leave, without charge to accumulated leave credits, for the conduct of union business as follows:

a. An employee who is delegated to the CSEA, Inc., annual convention shall be granted five (5) days leave per year to attend the CSEA annual convention.

## **ARTICLE XX – UNION LEAVE (continued)**

b. An employee who is an elected or appointed official of the Region IV CSEA shall be granted three (3) days leave per year to attend meetings and official functions as called for by the Regional President.

c. The total time for all employees under this section shall be no more than a total of eight (8) days per year.

## **ARTICLE XXI DURATION**


**Section 1.** This Agreement shall commence on January 1, 2011 and shall continue in effect through December 31, 2012.


**Section 2.** In the event that a new contract has not been reached by the expiration date of the existing contract, the parties to such contract agree that the existing contract shall remain in full force and effect until a new contract is executed by the parties or a legislative hearing is held to resolve a dispute in negotiations as prescribed by the Public Employees Fair Employment Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officials this 13 day of JUNE, 2011.

APPROVED AS TO FORM:

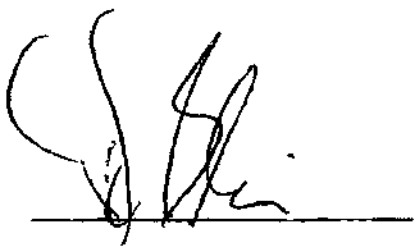
TOWN OF QUEENSBURY

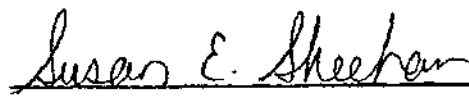
BY:   
MILLER, MANNIX  
SCHACHNER & HAFNER  
P.C., TOWN COUNSEL  
J. Lawrence Pastorek  
Labor Counsel

BY:   
DANIEL G. STEC  
TOWN SUPERVISOR

APPROVED AS TO FORM:

TOWN OF QUEENSBURY LOCAL  
OF THE CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.

BY:   
RICHARD D. BLAIR  
CSEA REPRESENTATIVE

BY:   
SUSAN E. SHEEHAN  
CSEA UNIT PRESIDENT



**SCHEDULE A  
CSEA WAGE SCHEDULE**

TITLE	2010	2011	2012
Working Supervisor	20.57	20.98	21.40
Mechanic	20.57	20.98	21.40
Landfill Equipment Operator	19.43	19.82	20.22
Heavy Equipment Operator	18.68	19.05	19.43
Motor Equipment Operator	17.50	17.85	18.21
Light Motor Equipment Operator – Parks & Rec Department	17.16	17.50	17.85
Water Maintenance Supervisor	20.57	20.98	21.40
Assistant Supervisor – Water	19.41	19.80	20.19
Water Maintenance Worker I	18.68	19.05	19.43
Water Maintenance Worker II	17.50	17.85	18.21
Water Meter Service Worker	17.50	17.85	18.21
Water Plant Senior Operator	26.42	26.95	27.49
Water Plant Operator II	23.40	23.87	24.35
Water Plant Operator I	20.45	20.86	21.28
Water Treatment Plant Technician	20.24	20.64	21.05
Water Plant Operator Trainee	17.45	17.80	18.15
GIS & Utilities Location Technician	22.10	22.54	22.99
Instrument Technician – Water	24.93	25.43	25.94
Laboratory Operator	24.93	25.43	25.94
Wastewater Maintenance Worker I	18.68	19.05	19.43
Wastewater Maintenance Worker II	17.50	17.85	18.21
Building Maintenance	18.02	18.38	18.75
Building Maintenance Mechanic	19.29	19.68	20.07
Laborer	16.57	16.90	17.24
Cleaner	15.33	15.64	15.95
Animal Control Officer	16.96	17.30	17.65
Crematory Operator	20.72	21.13	21.55
Principal Account Clerk	20.97	21.39	21.82
Senior Account Clerk	17.50	17.85	18.21
Account Clerk	16.07	16.39	16.72
Office Specialist	18.84	19.22	19.60
Secretary	17.50	17.85	18.21
Senior Typist	17.50	17.85	18.21
Typist	15.59	15.90	16.22
Clerk	15.59	15.90	16.22
Switchboard Operator (Receptionist)	14.34	14.63	14.92
Real Property Appraiser	19.83	20.23	20.63

**SCHEDULE B  
CSEA LONGEVITY SCHEDULE**

**\*\$ Payable Beginning on Anniversary Occurring in 2011-2012**

<b>Years of Service</b>	<b>Annual</b>	<b>Per Hour</b>
2	100	0.0480
3	200	0.0958
4	300	0.1437
5-9	600	0.2872
10-14	1,100	0.5264
15-19	1,400	0.6700
20-24	1,700	0.8135
25-29	2,000	0.9571
30	2,300	1.1006