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Union: **Town of Steuben Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

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COPY

AGREEMENT

between

THE

TOWN OF STEUBEN

AND

**TEAMSTERS UNION
LOCAL NO. 294**



Effective January 1, 2016

Expiration December 31, 2018

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AGREEMENT

This Agreement made and entered into this 9th day of March, 2001 by and between the **TOWN OF STEUBEN**, (hereinafter referred to as the "Employer" or "Management" or "the Town") and **Teamster Local Union No. 294**, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union" or the "Local").

ARTICLE 1 RECOGNITION

The Town of Steuben agrees that Teamster Local Union No. 294, affiliated with the International Brotherhood of Teamsters, shall be the sole and exclusive representative for all employees described in Article 2 for the purpose of collective bargaining.

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose upon its members an obligation to conduct or to participate in such strike. The Employer agrees that there shall be no lockout of employees and the Union agrees that it shall not cause or sanction, either directly or indirectly, any picketing or any other slowing down of work during the life of this Agreement. In the event of such unauthorized activity, the union shall notify the participating employees that their activities are in violation of this Agreement, and shall cease forthwith, and the Union shall order the employees to work immediately.

ARTICLE 2 BARGAINING UNIT

The bargaining unit shall consist of only full time post probationary H.E.O.'s employed by the ~~Highway Department, excluding the Highway Superintendent, Deputy Highway Superintendent, Laborers Seasonal, Temporary, and all other employees of the Town of Steuben.~~

ARTICLE 3 MANAGEMENT RIGHTS

Without limitation upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and the Highway Superintendent shall have the right to exercise normally accepted management prerogatives, including but not limited to:

Town of Steuben
Expiring December 31, 2018

- a. the right to hire, direct, promote, discipline or discharge for cause and to maintain efficiency of employees who are involved in repair and maintenance of, and clearance of snow from Town highways and bridges. The Town Board has the responsibility of filling positions outside of the Town Highway Department bargaining unit. The authority of the Town Superintendent of Highways to hire employees is subject to budgetary limitations imposed by the Town Board. The provisions of this section shall not reduce or limit the scope of the bargaining unit or the rights of the Union contained within the collective bargaining agreement.
- b. the scheduling of operations, the methods, processes and means of operating, including sub-contracting if necessary;
- c. to take whatever action is necessary to carry out the mission of the Department in cases of emergency;
- d. to make reasonable rules and regulations pertaining to employees covered by this Agreement as long as such rules and regulations do not conflict with any law or provision of this Agreement; and,

It is understood and agreed by the parties that if the Town of Steuben determines that the subcontracting of the work of the Highway Department is necessary, such subcontracting will only be initiated as a supplement to the regular work force.

ARTICLE 4
NON-DISCRIMINATION

The Town of Steuben agrees that it will not discriminate in the hiring or promotion of employees because of race, religion, sex, age, or national origin except where age or sex is a bona fide occupational qualification.

The Union agrees that it will not discriminate with respect to membership or representation because of race, religion, sex, age, or national origin.

ARTICLE 5
PRODUCTIVITY

The Union recognizes the necessity of continuous improvement in productivity in the Highway Department of the Town of Steuben and, in this connection, will urge its members to cooperate with the Town in accomplishing this result.

ARTICLE 6
UNION SECURITY

If an employee desires to withdraw from Union membership, such employee shall, within fifteen [15] days prior to the terminal date of this Agreement, present a written withdrawal Notice to the Union with a copy of such Notice to the Town Board.

ARTICLE 7
DUES DEDUCTION

The Town agrees that, during the life of this Agreement, it will deduct Union membership dues and assessments, if any, from the wages of employees who are members of the Bargaining Unit and of the Union upon proper authorization for such deduction by each such Union members. The amount of the monthly dues and assessments, if any, shall be certified by the Secretary-Treasurer of Local Union No. 294. The Town shall remit such deduction monies to the Union in the month in which the deduction is made.

The Union shall indemnify and save the Town of Steuben harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon check-off authorization cards signed by the individual employees and furnished to the Town for the purpose of complying with any of the provision of this Article.

ARTICLE 8
PROBATIONARY EMPLOYEE

An employee is considered to be probationary for the first six (6) months of continuous employment after having been appointed to a full-time regular position in the Highway Department.

During the Probationary Period, the Town may terminate any Probationary Employee and there will be no obligation to re-employ such individual.

Upon completion of the Probationary Period, the employee shall be subject to the terms and conditions of the Collective Bargaining Agreement and his length of service shall be calculated as of the initial date of employment.

ARTICLE 9
LENGTH OF SERVICE

Length of Service (*Seniority*) is defined as the length of an employee's continuous service with the Highway Department of the Town of Steuben from the last date of continuous employment within the Bargaining Unit.

The Town shall post on the bulletin board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the Bargaining Unit. The seniority list shall show the names, job titles and dates of seniority of all employees in the Unit.

An employee shall lose all seniority if he:

- a. **voluntary resigns;**
- b. **is discharged for cause;**
- c. **accepts gainful employment while on an approved Leave**
- d. **is on Layoff for a period in excess of one [1] year; or,**
- e. **does not return upon recall.**

ARTICLE 10
HOURS OF WORK

Work Day

The normal full time work day shall be eight and one half (8 ½) or ten and one half (10 ½) hours with a thirty (30) minute unpaid lunch period. The starting and ending times of each shift shall be set by the Town Board and may be changed at anytime at its discretion.

Work Week

The regular work week for all employees of the Highway Department shall consist of forty [40] hours, Monday thru Friday.

Summer Hours

During a designated period between designated months, the Highway Superintendent may adopt a compressed forty (40) hour per week summer schedule in the Highway Department consisting of ten (10) hours per day and four (4) consecutive days per week. Employer shall provide a minimum of one (1) week advance notice before the commencement and termination of such compressed work schedule. The summer hours will run from May 1st to October 30th.

ARTICLE 11 CALL-BACK PAY

Call-back is defined as the return of an employee to work at the direction of Management after the conclusion of his regular work shift and before the start of his next regular shift.

In the event that an employee is called back, as defined above, such employee shall receive a minimum of three (3) hours of pay at the regular overtime pay rate of one and one-half (1 ½) times their regular rate.

ARTICLE 12 OVERTIME

Employees subject to the terms and conditions of this Agreement shall receive overtime at the rate of one and one-half [1 1/2] times their regular rate for all work in excess of eight [8] hours per day in any one continuous twenty-four period beginning with the starting time of the employee's shift or in excess of forty (40) in any one work week. It is agreed and understood that there will be no pyramiding of overtime, *[i.e., that periods of time worked by the employee for which he is already paid overtime would not be included to compute overtime for any further overtime during the work week]*. Employees may exercise the option of receiving overtime pay or the equivalent in lieu thereof in the form of compensatory time off.

Overtime pay starts after the first eight (8) hours of worked hours, unless on a regular schedule of four (4) ten hour (10 hour) days per week.

For the purpose of computing the forty [40] hours per week, employees will be credited for eight [8] hours of work for a paid holiday and/or personal leave day which falls within their scheduled work week and such employee would have worked were it not a holiday or personal leave day.

Employees may exercise the option of receiving overtime pay or the equivalent in lieu thereof in the form of compensatory time off to be limited to a maximum of 80 hours per calendar year. Accumulated compensatory time must be used or paid out by November 1st of each calendar year.

ARTICLE 13 **GRIEVANCE PROCEDURE**

Any difference or disagreement between the Town of Steuben and the Union, or between the Town and any employee, or group of employees, involving the meaning or application of the provisions of this Agreement shall constitute a grievance and may be taken up in the manner hereafter set forth.

The Town recognizes the right of the Union to designate or elect a Union Steward from the bargaining unit to appear on behalf of the Union to represent employees in the processing of grievances.

Time limits are established in each step of the procedure to insure that an alleged violation of the agreement will be settled as expeditiously as possible. It is understood and agreed that if the Town fails to answer a written grievance within the time limits set forth below, unless mutually extended, such grievances shall be subject to appeal by the Union to the next higher step of the procedure. It is also agreed that no grievance is valid unless appealed within the time limits established.

Procedure

Step 1.

Any member having a grievance or any one designated member of a group having a grievance shall present the matter in writing to the Superintendent of Highways no later than ten [10] days from the date on which the grievance is alleged to have occurred or becomes known to the employee or employees. The Superintendent shall answer the grievance, in writing, within five [5] working days of the date of receipt of the grievance.

Step 2.

In the event that the alleged grievance is not resolved in Step 1, the Union may appeal it within five [5] working days of the answer in Step 1, in writing, to the Town Board. The Board, or a committee of the Board, will meet within forty-five (45) working days of the date of appeal with representatives of the Union in an effort to resolve the grievance. The Board shall respond, in writing, to the grievance within ten [10] working days of the date of such meeting.

Arbitration

Any grievance within the scope of this agreement, which is not settled in Step 2 of the Grievance Procedure herein provided, may be submitted to an arbitrator in the manner as set forth below.

- (a) Notice of intent to appeal any grievances to an arbitrator must be filed, in writing, with the Town within seven [7] calendar days after the final decision has been given by the Town under Step 2 of the Grievance Procedure. If such notice is not received by the Town within the seven days referred to, then the decision of the Town under the Grievance Procedure shall be final.
- (b) Within five [5] days after an Arbitration Notice has been filed, the party or parties shall request the American Arbitration Association to assign a staff arbitrator.
- (c) The arbitrator shall have no power to add to or to subtract from or modify any of the Agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply the provisions of this Agreement.
- (d) The arbitrator shall render his decision within thirty [30] calendar days after the closing of the arbitration proceedings. The award shall be signed by the arbitrator and one [1] copy shall be delivered or mailed to each of the parties. Nothing in this Agreement shall preclude the arbitrator from rendering an immediate decision upon the close of the hearing if mutually agreeable to the parties.
- (e) It is understood and agreed that the decision of the arbitrator shall be binding on the union and its members, the employee or employees involved and the Town.
- (f) The cost for any services of the arbitrator, including fees and expenses, if any, shall be borne equally by the Union and the Town. The cost of any additional services required by either party shall be borne by the party requesting such additional service.

ARTICLE 14
RULES AND REGULATIONS

The Town of Steuben may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement. The observance of such rules and regulations shall be required by all employees.

It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for five [5] working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union.

ARTICLE 15
DISCIPLINE AND DISCHARGE

It is agreed and understood that the Town of Steuben may discipline, suspend without pay or discharge any employee of the Highway Department for proper cause pursuant to the Town Law of the State of New York.

It is further agreed that the Highway Department Superintendent will notify the Union Steward of any action taken under this Article.

In the event the disciplined employee desires to make a complaint concerning such discharge or suspension, he shall reduce the complaint to writing and shall present the complaint to the Union Steward. The complaint shall be signed by the employee.

If a hearing is desired, the Union Steward shall file the complaint directly in Step 2 of the Grievance Procedure within five (5) working days, excluding Saturday and Sunday, after such discharge or suspension without pay. The procedure outlined in Article 13, Step 2 shall be followed in the processing of such complaint.

ARTICLE 16
ABSENCES

An employee who remains away from work for any reason must notify the Highway Superintendent at least one [1] hour prior to the start of his shift.

An employee who reported his absence as outlined in **Section 18:01**, above, and who remains away from work for more than one (1) working week, unless on authorized Leave of Absence, shall be terminated. Absences in excess of three days may require a doctor's certification of illness. Should the employee believe that he has been unjustly treated, he may submit the matter to the Grievance Procedure.

ARTICLE 17
LAYOFF

In the event it becomes necessary to reduce the number of employees in the Highway Department, Seasonal and/or Summer (temporary) employees will first be reduced. If further reductions are necessary, the layoff will be conducted in inverse order of seniority in the classification or classifications to be reduced.

If an employee in the classification of Heavy Equipment Operator is to be laid off, such employee may replace the least senior employee in the classification.

ARTICLE 18
RECALL

When recalling employees from layoff, the process used in effecting the layoff will be reversed, that is, the senior employee in the classification which is open will be the first to be recalled.

ARTICLE 19
HOLIDAYS

All regular, full-time, non-probationary employees covered by the terms and conditions of this agreement shall be entitled to the following holidays without loss of pay during the life of this Agreement:

- **NEW YEARS DAY**
- **MEMORIAL DAY**
- **INDEPENDENCE DAY**
- **LABOR DAY**
- **COLUMBUS DAY**
- **ELECTION DAY**
- **VETERANS DAY**
- **THANKSGIVING DAY**
- **DAY AFTER THANKSGIVING DAY**
- **CHRISTMAS DAY**
- ****EMPLOYEE BIRTHDAY**

It is understood and agreed that, to be eligible for Holiday Pay, an employee must work the last scheduled work day prior to and the next scheduled work day following such holiday within his scheduled work week. This provision may be waived if the reason for such absence is acceptable to Management.

When a holiday falls on Saturday, it will be observed on the previous Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

In the event that snow or other emergencies require that employees work on a recognized holiday, any employee entitled to such holiday will be granted compensatory time off with pay on a day mutually agreed by the employee and the Highway Superintendent.

Employees who are entitled to a paid holiday and who are required to work on such Holiday will be paid at the rate of one and one-half [1½] times their regular hourly rate for all hours worked on such holiday.

In the event that a holiday falls within an employee's vacation period, it is understood and agreed that such vacation period will be extended by an additional day.

ARTICLE 20
VACATIONS

The vacation year for employees subject to the terms and conditions of this agreement shall extend from January 1 of each calendar year through December 31 of the same year.

Vacation allowance shall be earned on the basis of continuous service with the Town of Steuben Highway Department and each eligible employee will be credited with such earned vacation allowance as of January 1st following his anniversary date of employment with the Highway Department.

Employees subject to the terms and conditions of this agreement shall receive vacation allowance in accordance with the following schedule:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>ALLOWANCE</u>
After one year service	40 hours
After three years service	80 hours
After seven years service	120 hours
After fifteen years service	160 hours

Full time employees hired on or after January 1, 2016 shall earn vacation credits as follows:

After one (1) year service	40 hours
After five (5) years service	80 hours
After fifteen (15) years service	120 hours

Employees eligible for vacation allowance in any year must submit their vacation request prior to May 1st of each year. It is understood and agreed that the vacation schedule for employees of the bargaining unit must be approved by the Highway Superintendent. The approved schedule will be posted on the bulletin board of the Highway Department no later than May 31st. In determining the vacation schedule, the requirements of the Highway Department must be given priority. It is understood and agreed, however, that seniority will be a determining factor when two or more employees request similar vacation periods.

It is further understood and agreed that unused vacation allowance will not accumulate.

ARTICLE 21
LEAVES OF ABSENCE

Sick Leave

- a) Full time employees whose most recent date of hire is prior to January 1, 2016 shall earn eight (8) hours of paid sick leave for each full month worked. Employees who's most recent date of hire is on or after January 1, 2016 shall earn four (4) hours of paid sick leave for each full month worked. Sick leave credits will be earned for all employees beginning the next month after completion of his/her probationary period.
- b) An employee may accumulate a maximum of no more than one hundred eighty (180) sick leave days.
- c) An employee who is absent from work as a result of personal illness or disability shall be paid for such days of absence because of illness or disability providing the following conditions are met:
 - o *The employee notifies the Highway Superintendent prior to the start of the shift on the first day of absence; and,*
 - o *The employee provides the Town with a Doctor's statement certifying the necessity for a Leave of Absence due to ill health by the fourth [4th] day after initial day of disability.*
- d) An employee who is absent because of illness for six (6) working days will be placed on an official Leave of Absence. The length of such leave will be determined on the basis of the doctor's statement.
- e) An employee is eligible for New York State Disability Insurance or Worker's Compensation benefits, the daily dollar amount for which the employee is eligible under either of such laws shall be deducted from the employee's regular daily earnings and the Town shall pay the remainder as paid sick leave.
- f) It is understood and agreed that the sick leave accumulation shall only be reduced by that fraction of a day represented by the difference between the employee's regular daily wage and the daily amount paid either under the New York State Disability or the Worker's Compensation Law.
- g) If the illness or disability of an employee on a paid sick leave of absence exceeds the number of sick days the employee may have, the paid sick leave will be recorded as an unpaid leave of absence as of the day following the day any accumulated sick leave is exhausted.

- h) All employees leaving employment or in the event of the employees death, their estate shall be paid up to the maximum accumulation of sick leave days provided they have at least twenty (20) years of service with the Town.
- i) Employees hired after December 31, 2015. Any employee who is absent due to health related reasons for more than four (4) work days during any twelve (12) month rolling period must submit an acceptable medical doctor's written statement for all additional health related absences.

Personal Leave

- a) Upon completion of the probationary period each employee covered by this agreement will be entitled to forty (40) hours personal leave each year. **All existing employees prior to March 9, 2010 covered by this Agreement will be entitled to forty (40) hours personal leave each calendar year with no accumulation of personal days. All new employees as of March 9, 2010 upon completion of the probationary period covered by this Agreement will be entitled to twenty-four (24) hours personal leave each calendar year, with no accumulation of personal time.**
- b) Personal leave hours are granted by the Town to enable employees to take care of personal matters which cannot be accomplished outside of normal working hours.
- c) It is understood and agreed by the parties that a personal leave hour or hours will not be used to extend vacation or holiday periods.
- d) Employees hired on or after January 1, 2016 shall earn eight (8) hours of Personal Leave per full year worked upon beginning completion of his/her first full year of full-time employment.

Volunteer Firemen

Full time Town employees who are also active members of the Volunteer Fire Department will suffer no loss in pay for responding to the first call provided that such employee shall secure any and all equipment entrusted to said employee at the time of the call.

Bereavement Leave

- (a) In the event of a death in a regular employee's family, such employee will be granted time off with pay up to a maximum of three (3) days on which the employee had been scheduled to work from the date of death up to and including the day of the funeral.
- (b) For the purpose of such paid bereavement leave immediate family shall be defined as the employee's spouse, child or children, parent, brother, sister, mother-in-law, father-in-law or legal guardian.

Town of Steuben
Expiring December 31, 2018

- (c) In the event of a death in a regular employee's family as defined in this sub-section, the employee shall receive a maximum of one [1] day of bereavement leave with pay. For the purpose of this sub-section family shall include grandparents, grand-children, brother-in-law, sister-in-law and any blood relative whose primary place of residence is with the employee.
- (d) In order to receive bereavement leave the employee must show evidence of the relationship and of attendance at the funeral.

Jury Duty Leave

- (a) Employees who are called for Jury Duty to serve as a juror shall notify the Highway Superintendent immediately upon receiving notification of such Jury Duty obligation.
- (b) An employee on active status with at least one [1] year of seniority, who is called and reports for Jury Duty on a regular scheduled work day, will be paid the difference between the fee received for such service and his regular straight-time hourly earnings. Travel allowance, if any, is not considered as part of the Jury Duty payment. Proof of such Jury Duty service and the payment made therefore must be provided to the Town.
- (c) An employee so called for Jury Duty shall report for work for any portion of the working day remaining after he is excused from Jury Duty that particular day provided that such release from Jury Duty is prior to 12 o'clock noon.

Unpaid Leave of Absence

- (a) Upon presentation of a reason acceptable to the Town, an unpaid leave of absence may be granted an employee for a period not to exceed ninety [90] days. Seniority shall not accumulate during such leave.
- (b) It is understood and agreed that the granting of an unpaid leave of absence will be contingent upon the ability of the Town to employ a seasonal or summer employee to replace the employee requesting such leave if such replacement is deemed to be necessary.

ARTICLE 22
HEALTH AND DENTAL INSURANCE

All full time bargaining unit members who have completed his / her probationary period are eligible to participate in the New York State Teamsters Council Health and Hospital Fund H.R.A. Health Plan as follows:

Employees whose most recent date of hire prior to January 1, 2016

- **Employee Contribution: 12% of the Health Insurance Composite Premium**
- **Town Contribution: 88% of the Health Insurance Composite Premium, plus \$5,200 per year of deductibles and \$2,000 per year Co-pay.**

The cost of all premiums and deductibles shall not exceed the following:

2016: \$346.39 per week

2017: \$356.78 per week

2018: \$365.52 per week

Employees whose most recent date of hire is after December 31, 2015

- **Employee Contribution: 40% of the Health Insurance Composite Premium**
- **Town Contribution: 60% of the Health Insurance Premium, plus \$5,200 per year of the deductible and \$2,000 per year Co-pay.**

ARTICLE 23
PENSIONS

The Town of Steuben agrees to enroll all members of the bargaining unit under the applicable New York State Retirement program.

ARTICLE 24
WAGES

Effective January 1, 2016, all new hires starting rate will be \$15.10 per hour.

All returning employees shall receive the following wage increases:

Effective January 1, 2016	2.0% increase
Effective January 1, 2017	2.0% increase
Effective January 1, 2018	2.0% increase

ARTICLE 25
LEGISLATIVE ACTION

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 THEREOF, SUCH PROVISION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 26
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 any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. *Therefore, The Town of Steuben and the Union, for the life of this Agreement*, each agrees that the other shall not bargain collectively with respect to any subject or matter not specifically provided in this Agreement, even though such subjects of matter may not have been the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

It is understood and agreed that the above section does not bar the parties from mutually agreeing to enter into Collective Bargaining during the life of this agreement.

ARTICLE 27
ALTERATION OF AGREEMENT

It is understood and agreed by the parties that their terms and conditions contained in this agreement constitute the entire agreement and is the final and binding contract.

It is further understood and agreed that no agreements, alterations or modifications of the terms of this collective bargaining Agreement shall be made or recognized unless executed in writing between the Town of Steuben and the Union.

ARTICLE 28
CLOTHING ALLOWANCE

The Town will provide each employee covered by this Agreement, an allowance of two hundred (\$200.00) dollars per calendar year, upon receipt from the employee for the purchase of OSHA certified steel toe safety shoes.

For all fulltime employees the Town shall provide uniforms from a union company in the form of eleven (11) shirts and pants, along with coveralls to be exchanged through that company's laundry service on a weekly basis. There shall be no out-of-pocket cost for the employees.

ARTICLE 29
HEALTH AND SAFETY CLAUSE

The Town of Steuben agrees to provide a safe and healthy work place environment that complies with all Federal, State, Local and Municipality Laws.

ARTICLE 30
DURATION

This agreement settles in full all of the demands of the union and the union agrees that it will make no further demands of any kind for the duration of the agreement.

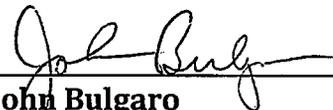
This agreement shall be effective from **January 1, 2016** and shall continue in full force and effect to and including **December 31, 2018** and shall thereafter automatically be continued from year to year after **December 31, 2018** unless notice of termination or desire to change or modify this Agreement is given by either party at least sixty (60) days before the expiration date. If such notice is forthcoming from either party, negotiations for a new agreement will commence within thirty (30) days of such notice.

FOR THE TOWN
TOWN OF STEUBEN

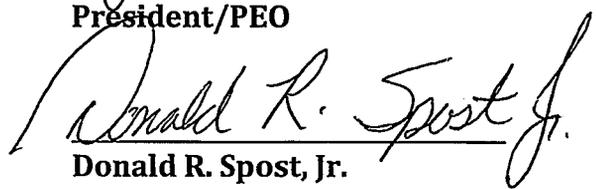
FOR THE UNION
TEAMSTERS LOCAL 294



Joe Rowlands
Town Supervisor



John Bulgaro
President/PEO



Donald R. Spost, Jr.
Field Representative

Date: 10/19 2015

Date: 10/26 2015

Town of Steuben
Expiring December 31, 2018