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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF OLIVE

and

**LOCAL 750-1, COUNCIL 66,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

January 1, 2017 – December 31, 2019

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1 NOTICE OF AGREEMENT

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement entered into by the Town of Olive hereinafter referred to as the “Town” or “Employer”, and Tri-County Local 750, N.Y. Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

2 MANAGEMENT RIGHTS

2.1 Town Policy and Governance

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

2.1.2 Supervisors Performing Bargaining Unit Work: The Superintendent of Highways may perform bargaining unit work to meet the operating needs of the department provided it does not violate the provisions in 4.2.2, below.

2.1.3 Outsourcing Unit Work: The Town may not contract or subcontract for services normally performed by the bargaining unit if it would directly result in the layoff of then current employees.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions for the term of this Collective Bargaining Agreement, for all employees of the Town of Olive Highway Department, and excluding all other classifications and titles of a clerical, professional, administrative or supervisory nature.

3.1.2 Full-time Employee: For the purpose of this Collective Bargaining Agreement, a “full-time employee” will mean an employee who is regularly scheduled to work forty hours per week throughout the year.

3.1.3 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean someone who is called in to work on an interim or “as-needed” basis for a specified period or to replace an employee who is on an approved leave of absence. Temporary employees will be hired in accordance with Civil Service guidelines.

3.1.4 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean someone employed to work for a given season for the purpose of mowing, collecting yard waste, or other traditional summer duties, or to assist in snow removal. Seasonal employees will be hired in accordance with Civil Service guidelines.

3.2 Union Dues / Agency Fee

3.2.1 Union Dues: All employees covered by this Collective Bargaining Agreement may tender their membership dues to the Union by signing the authorization for Payroll Deduction of Union Dues Form provided by the Union. The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues and Insurance deductions made available through the Union. Revocation of authorization cards shall be subject to conditions contained thereon. Any changes in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

3.2.2 Payroll Deduction: Payroll deduction of Union Dues under the properly executed Authorization for Payroll Deduction of Union Dues Forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period thereafter from the pay of the employee. The aggregate total of such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted and shall be done on a bi-weekly basis.

3.2.3 Agency Shop Fees: Any present or future employee who is not a Union member shall pay to the Union each month a service charge, which shall be called an Agency Shop fee. Such Agency Shop fee shall be an amount equal to the regular monthly dues of this Union. The Employer agrees to deduct Agency Shop fees each pay period from the pay of the employee. The aggregate total of such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom Agency Shop fees have been deducted and shall be done on a bi-weekly basis.

3.2.4 Indemnification Clause: The Union agrees that the Town’s sole obligation regarding the payment of agency shop fees to the Union shall be the payment of the per employee amounts determined by the Union. The Union further agrees to indemnify and hold the Town harmless against any claim, loss, liability, and expense arising out of or in connection with such dues deduction and the use thereof by the Union.

3.3 Bulletin Boards

3.3.1. The Employer agrees to provide bulletin boards for exclusive use of the Union to post notices at each work installation. The use of such facilities must not be used for posting materials of a derogatory nature and shall be confined to legitimate Union business.

3.4 Access to Town Premises

3.4.1 Union Representatives: The Employer agrees to permit representatives of the International Union, the Union Council, and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees, and each stay does not exceed thirty minutes.

3.5 Union Business Leave

3.5.1 General Terms: One member of the Union selected by the Union to participate in any Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such activity shall not exceed one month. During the period between December 1st and April 1st no Union leave will be granted. This leave will be granted without pay.

3.5.2 Union Conferences and Training: One employee elected as a delegate will be permitted to attend Council and/or International conferences and/or training for not more than three regularly scheduled workdays each calendar year without loss of pay or leave credits.

4 HOURS OF WORK

4.1 Work Schedule

4.1.1 Regular Hours: The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to consecutive hours of work in the balance of this article shall be construed to exclude lunch periods.

4.1.2 Regular Work Week: The work week shall consist of five consecutive eight-hour days with the exclusion of Saturdays and Sundays, excepting seasonal and temporary employees.

By mutual agreement between the Superintendent of Highways and the employees of the Highway Department, a four-day work week with a ten-hour day may be scheduled for designated periods of time.

Except for emergency situations, the regular work schedule shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

4.1.3 Workday: The Superintendent of Highways will establish the hours of work. Each work day shall have a regular starting and quitting time. The regular work day shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

4.2 Additional Hours of Work

4.2.1 Requirement/Approval: The Superintendent of Highways may require an employee to work beyond the employee's scheduled work hours provided the Superintendent has given at least 24-hours notice, except for snow and ice conditions, or any other emergencies. An employee may refuse to work overtime when assigned to work an Inter-Municipal Agreement. There shall be no discrimination against any employee who declines to work overtime.

An employee is not to work additional hours beyond the employee's scheduled work hours without authorization from the Superintendent of Highways, or designee.

4.2.2 Distribution of Overtime: In the event there is an opportunity to work additional hours, overtime work shall be distributed equally to full-time employees working within the same job classification. A record of the overtime hours worked by each employee shall be made available upon request.

4.3 Rest & Meal Periods

4.3.1 Rest Periods: All employees' work schedule shall provide for a ten-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever it is feasible.

4.3.2 Overtime Rest Periods: Employees required to work beyond their regular quitting time into the next shift, shall receive a fifteen-minute rest period. In addition they shall be granted the regular rest period that occurs during the shift.

4.3.3 Lunch Periods and Meals: All employees covered by this Collective Bargaining Agreement shall have an unpaid lunch period of at least one-half hour. Meal periods will normally be in the middle of the employee's workday.

4.3.4 Overtime Meal Periods: Any employee required to work four hours of overtime following the employee's regular full day shall be granted one-half hour off *with pay* for the purpose of eating. A similar one-half hour with pay shall be granted for each subsequent four-hour period of overtime to be followed by additional overtime.

5 PAID LEAVE

5.1 Holidays

5.1.1 Designated Holidays: The following days shall be recognized as paid holidays on the date designated by the Town Board at the organizational meeting in January of each year.

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

5.1.2 Holiday Pay (Not Assigned to Work): Employees shall receive one day's pay for each of the holidays listed above on which they perform no work; however, a temporary or seasonal employee will not be paid for the day if the day the holiday is observed by the Town is not a normally scheduled workday.

5.1.3 Holiday Pay (Assigned to Work): If a full-time or temporary employee works on any of the holidays listed above, such employee shall be paid time and one-half the employee's regular rate of pay in addition to "holiday pay" **or**, with the approval of the Superintendent of Highways, the employee will be paid for all hours worked at the employee's regular rate of pay and such employee will receive an equal amount of time off with pay at a mutually agreed upon date within the calendar year.

5.1.4 Holiday Pay Eligibility Requirements: Employees shall be eligible for holiday pay under the following conditions: the employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave, and, the employee worked the employee's last scheduled work day prior to the holiday unless excused by the Employer, or absent for any sickness.

5.1.5 Holiday Pay During Paid Leaves: If a holiday is observed on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

5.1.6 Special Observances: If employees required to work on Easter Sunday or Yom Kippur shall be permitted to attend such services without loss of time or pay.

5.2 Vacation Leave

5.2.1 Allowance (monthly accrual): All full-time employees covered by this Collective Bargaining Agreement shall be entitled to the following vacation time.

	Vacation Hours Monthly	Vacation Hours Each Year
After 1 st year		40
Upon completion of 2 years	6.67 hours	80
Upon completion of 3 years	10.00 hours	120
Upon completion of 4 years	10.67 hours	128
Upon completion of 5 years	11.33 hours	136
Upon completion of 6 years	12.00 hours	144
Upon completion of 7 years	12.67 hours	152
Upon completion of 8 years	13.33 hours	160
Upon completion of 15 years	14.00 hours	168
Upon completion of 16 years	14.67 hours	176
Upon completion of 17 years	15.33 hours	184
Upon completion of 18 years	16.00 hours	192
Upon completion of 19 years	16.67 hours	200

5.2.2 Scheduling: Vacations shall be granted at the time requested by the employee by mutual agreement between the employee and the Superintendent of Highways. Vacation requests shall be submitted in writing.

If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given the choice of vacation period in the event of any conflict over vacation periods.

Vacation periods shall be taken each year. Vacation not used by December 31 of each year is forfeited.

5.2.3 Work During Vacation Period: An employee shall not be required to work during the employee's scheduled vacation period.

5.2.4 Pay Advancement: If a regular payday falls during an employee's vacation, the employee must make a request in advance for the check to be mailed.

5.2.5 Rate of Pay and Accrual of Benefits During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Collective Bargaining Agreement. An employee will not be credited with vacation leave credits while on an unpaid leave of absence in excess of twelve days in the calendar month.

5.2.6 Termination of Employment: Any eligible employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking vacation, shall be compensated in cash for the unused vacation accumulated at the time of separation. In the case of the death of such employee, such payment shall be made to the employee's estate.

5.3 Sick Leave

5.3.1 Allowance - hired before 1-1-2017 (front-loaded on anniversary date): A full-time employee hired before January 1, 2017 shall accrue a total of 104 hours (thirteen 8-hour sick leave days) per year accredited on an employee's anniversary date to be added at that time to the employee's accumulated sick leave time. In no event, shall an employee receive more than thirteen days per year.

5.3.2 Accrual During Leaves of Absence - hired before 1-1-2017: Any employee on paid sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in the Collective Bargaining Agreement and shall be construed as days worked.

For an employee hired before January 1 2017, in the event such employee is absent from work without pay for more than thirty calendar days in the twelve months preceding the employee's anniversary date, the annual allowance of sick leave to be credited for the next year will be adjusted on a prorated basis, with 260 days or 2080 hours equal to 100%.

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5.3.3 Allowance - hired on or after 1-1-2017 (monthly accrual): An employee hired into a full-time position on or after January 1, 2017 will be credited with **six** hours of paid sick leave after completion of each month of employment.

5.3.4 Accrual During Leaves of Absence - hired on or after 1-1-2017: For an employee hired on or after January 1, 2017, such employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

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5.3.5 Accumulation: There is no maximum accumulation of sick leave credits.

5.3.6 Use of Sick Leave: Any regular employee contracting or incurring any non-service connected illness or disability which renders such employee unable to perform the duties of employment, is quarantined by Health Authorities, or must make medical visits which cannot be scheduled during non-working hours as a result of any illness or injury, may use sick leave credits. Sick leave credits may not be used in increments of less than one-half hour.

5.3.7 Medical Verification: If the Town perceives an employee is demonstrating a pattern of abusing sick leave or excessive use of sick leave, the Town may require medical verification from the employee's physician certifying the nature of the illness and the necessity for remaining at home.

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

5.3.9 Retirement Buy-Back - hired before 1-1-2017: An employee hired **before** January 1, 2017 who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to one-tenth of up to 1320 hours the employee's accumulated sick leave, with the remainder being applied to 41-j. For example, an employee who has accumulated two hundred and forty hours may sell-back up to twenty-four hours. Payment will be at the employee's rate of pay at the time of retirement.

5.3.10 Termination of Employment: Except as provided in 5.3.9 above, an employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

An employee who is recalled from a lay-off will be re-credited with the amount the employee had accumulated at the time of the layoff.

5.4 Personal Leave

5.4.1 Allowance (front-loaded): A full-time employee shall be entitled to 32 hours of personal leave (four 8-hour days) on January 1st each year, non-cumulative, to be used whenever needed during the following twelve months. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any other leave benefit.

5.4.2 New Employees: An employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. Thereafter, the employee will be credited January 1st for use during that year.

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

5.4.4 Scheduling: Arrangements for such leave shall be made by the employee at least twenty-four hours in advance, except in cases of emergency. Personal leave credits may not be used in increments of less than one-half hour.

5.4.5 Termination of Employment: An employee who resigns, retires, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave. An employee who is laid off shall have the option of being compensated in cash for the unused personal leave or "banking" the credits in case of a short term layoff.

5.5 Bereavement Leave

5.5.1 Immediate Family: In the event of death of the spouse, parents, children, sister, brother, grandparents, mother-in-law, father-in-law of the employee, the employee shall be granted five days leave of absence for each occurrence with full pay to make arrangements and attend funeral services. However, for parent's siblings or spouse's parent's siblings (aunts and uncles) the allowance is three days.

5.5.2 Effect on Vacation Leave: In the event that such death occurs during an employee's vacation period, upon application for such leave, the employee shall have the option of extending the vacation period, or deferring the use of the time to some future date.

5.6 Jury/Civic Duty

5.6.1 Jury Duty: Employee shall be granted a leave of absence and be paid the difference between their regular pay and jury pay, excluding mileage, any time they are required to report for jury duty or jury service.

5.6.2 Civic Duty: Employees required to appear by subpoena before a court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant, shall be granted leave with pay for the period necessary. The Employer will pay the difference in the employee's regular pay and pay he may receive, excluding mileage.

5.6.3 Volunteer Firefighters / First Aid Unit: Employees who are volunteer members of the Olive Fire Department and Olive First Aid Unit will be permitted to attend fire calls within the Town of Olive or adjacent Towns during working hours without loss of pay or leave credits. This does not apply to calls outside the Town of Olive or adjacent Towns unless approved in advance by the Superintendent of Highways, or designee. The Highway Superintendent shall excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized Volunteer Firefighters/First Aid Unit. This includes lateness caused by loss of time to prepare for work, or loss of proper sleep, due to an emergency. The emergency did not have to be in progress at the start of the employee's work day. Employees may be required to submit evidence that the lateness was due to such an emergency, signed by a chief or other officer. Employees should use discretion in determining if it is necessary to leave. The Highway Superintendent shall review the amount of exercised leave if necessary. Any employee affected by this will be required to submit a letter verifying membership in such an organization. The Town will have the authority to request an update of this letter as necessary. This leave will not affect employee's personal time. A reasonable amount of timeliness, should not exceed one 8-hour work day, for out of town emergencies.

6 UNPAID LEAVE

6.1 Leaves of Absence without Pay

6.1.1 Eligibility Requirements: Employees shall be eligible for leaves of absence after twelve months service with the Employer.

6.1.2 Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to the Superintendent of Highways. The request shall state the reason the leave of absence is being requested and the approximate length of the time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the Superintendent of Highways, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for an immediate leave of absence of special urgency shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence, not exceeding one month, shall be answered within five calendar days. A request for a leave of absence exceeding one month shall be answered within ten calendar days.

A leave of absence is not to exceed one month for each year of town service with a total maximum of one year: (actually 364 days so there will be no loss of seniority).

6.1.3 Retention of Seniority: In addition to accruing seniority while on leave of absence granted under the provision of this Agreement, employees shall be returned to the position they held at the time of the leave of absence was granted.

The Employer shall have the right to fill the position during this period.

6.1.4 Family and Medical Leave: The Town, in accordance with State and Federal Law will provide for Family and Medical leave as follows: up to twelve weeks of protected unpaid leave during any twelve month period for the following reasons: 1) Birth and care of an employee's child or placement for adoption or foster care of a child with the employee; 2) To care for an immediate family member (spouse, child, parent) who has a serious health condition; or, 3) For an employee's own serious health condition. You must notify your employer of your decision to take FML. If you do not do so, your Employer may designate that time of absence as FML for you. Any accrued paid leave (vacation, sick, personal) which you have accumulated must be used during this period. Your group health benefits will be continued while you are on FML; and, if you contribute to your medical/health insurance, you must continue to do so.

7 COMPENSATION

7.1 Wages

7.1.1 Wage Schedule: All regular full-time and temporary employees shall be compensated in accordance with the wage schedule established in negotiations effective January 1, 2017 through December 31, 2019, which reflects increases of two percent on January 1, 2017, two percent on January 1, 2018, and two percent on January 1, 2019.

Job Title	1-1-2017	1-1-2018	1-1-2019
MEO/Mechanic	\$26.03	\$26.55	\$27.08
HEO	\$25.21	\$25.72	\$26.23
MEO	\$24.59	\$25.08	\$25.59
Laborer	\$23.89	\$24.37	\$24.85

7.1.2 New Hire Rate (full-time): A newly hired full-time employee will be paid two dollars per hour below the job rate during the first full year of employment, then one dollar per hour below the job rate for the second full year of employment, then the full job rate at the beginning of the third year.

7.1.3 Initial Wage Rate for New Positions: When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event that the Union does not agree that the classification and rates are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the Grievance Procedure.

7.2 Call Time

7.2.1 Call-In Pay: Any employee called for emergency duty in addition or outside of the employee's regularly scheduled shift shall be paid for a minimum of four hours at one and one half times the employee's hourly rate of pay, from the time the employee punches in. Under no circumstances shall an employee be sent home during the employee's regularly scheduled work shift to work on another work shift.

7.3 Premium Pay for Overtime

7.3.1 Overtime Rate: One and one-half times the employee's regular hourly rate of pay shall be paid for work performed in excess of forty hours in any work week.

Any employee called for **Sunday** work shall be paid two times the employee's hourly rate of pay, and shall be paid a minimum of four hours.

7.3.2 Credit for Paid Leave: Holidays, vacation leave, sick leave, personal leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime.

7.4 Compensatory Time for Overtime

7.4.1 Compensatory Time: Between January 1 and April 15, an employee may elect to take time in lieu of overtime pay. When an employee chooses to receive compensatory time, the employees will be credited with the equivalent of one-half hours for all authorized time worked over forty hours in a given work week.

An employee may use and continue to accumulate time so long as he has no more than 80 hours saved on the books. If an employee has 80 hours saved, then any overtime must be taken in pay. At the discretion of the Superintendent of Highways or Town Supervisor, the maximum time that can be converted may be increased in any given year.

An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

7.4.2 Scheduling Compensatory Leave: Compensatory time off will be at the discretion of the Highway Superintendent. In the event more employees request leave than operations permit, selection of employees shall be by seniority.

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

7.5 Out-of-Title Pay

7.5.1 Temporary Job Openings: Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or any other reason. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher, after the employee has worked one-half day.

7.6 Pay Period

7.6.1 The wages of employees shall be paid on every other Friday. In the event that this day is a holiday or the employee's day off, the preceding day shall be the pay day. The pay period will end every other Tuesday at 24:00 hours.

8 DISABLED EMPLOYEES

8.1 Workers' Compensation Insurance

8.1.1 Coverage: The Employer shall provide coverage for all employees covered by this Collective Bargaining Agreement under the Workers' Compensation Law of the New York State Employer Law.

8.1.2 Pay During Year: Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who receives Workers' Compensation benefits, shall receive their regular weekly paycheck, for a period of one year and any compensation benefit check received by them shall be endorsed and turned over to the Town of Olive. Any such paycheck paid to the employee while on Workers' Compensation shall not be deducted from the sick leave credits, accrued vacation leave, or any other earned accumulated time.

8.1.3 Pay After One Year: In the event the employee is not able to return to work at the end of one year, the employee will then request his accrued sick leave until he is able to return to work, or his accrued sick leave is used up, at that time he will receive the paycheck from Workers' Compensation only.

8.1.4 Continuation of Medical Insurance: The Town will continue medical insurance coverage in the event an employee incurs an on-the-job disability that is deemed to be a qualifying event by the NYS Workers' Compensation Board. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and/or** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions.

8.2 Transitional Duty Program

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

8.2.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings will normally occur as a result of an examination by the employee's physician; any disputes will be submitted to a State Insurance Fund consulting physician. The Town will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

8.2.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment will be within the Highway Department.

8.2.4 Wages: While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

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

8.2.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, or refuses to submit to a medical examination ordered by the Town, the matter will be referred to the Workers' Compensation insurance carrier for a benefit determination.

9 MEDICAL – DENTAL - OPTICAL

9.1 Medical Insurance

9.1.1 Coverage: The Employer agrees to provide hospitalization and medical coverage for each full-time employee and the employee's eligible dependents.

Effective December 1, 2016, employees will be enrolled in the **MVP Silver 8 High Deductible** plan. The Town will establish a "Health Savings Account" for each employee, into which the Town will fund **75%** of the annual deductible. For example, as of December 1, 2016, the HSA will be funded at \$2,625 for individual or \$5,250 for two-person or family.

Effective December 1, 2017, the Town will fund **70%** of the annual deductible, whatever that amount is.

Effective December 1, 2018, the Town will fund **65%** of the annual deductible, whatever that amount is.

9.1.2 Effective Date of Coverage: Coverage will begin on the first day of employment provided all the requisite insurance forms have been completed.

9.1.3 Change in Insurance Plans: The parties agree that the Employer has the option of providing benefit coverage using another New York State licensed carrier if the alternative plan's benefit structure and provider network are substantially equivalent to the then current plan.

The Union will have two unit members serve on the Town health insurance negotiating committee.

9.1.4 Premium Payment - hired before 7-1-2001: For a full-time employee hired **before** July 1, **2001**, the Town will pay one-hundred percent (**100%**) of the monthly premium for individual coverage or dependent coverage, as the case may be.

9.1.5 Premium Payment - hired after 7-1-2001: For a full-time employee hired on or **after** July 1, **2001**, the Town will pay one-hundred percent (**100%**) of the monthly premium for individual coverage. In the event the employee enrolls in a two-person or a family plan, the Town will pay fifty percent (**50%**) of the difference of the premium between individual coverage and dependent coverage.

The employee contribution to the medical insurance premium will be deducted from the regular paycheck; the employee may designate that the deduction be made on a pre-tax basis.

9.2 Prescription Plan

9.2.1 Coverage: The Employer agrees to provide a Prescription Plan to cover each full-time employee and any of their dependents. This plan will be prescription card type. The current co-pay rate will remain in effect for the term of this agreement.

9.3 Dental & Optical Plans

9.3.1 Dental: The Employer agrees to provide dental coverage with the most current negotiated plan in effect.

9.3.2 Optical: The Employer agrees to reimburse the full-time employee \$150.00 for prescription glasses for the employee only. This reimbursement is limited to once annually.

9.4 Medical Insurance Buy-Out

9.4.1 Eligibility: A full-time employee hired who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance and prescription drug benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.

9.4.2 Amount of Buy-Out and Method of Payment: Each year, an eligible employee will receive an amount equal to the annual premium co-payment for the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars. In no event will the buy-out exceed \$7000. For example, if the annual premium co-pay for the alternate plan is \$2800, the amount of the buy-out would be $\$2800 \times 1.32 = \$3696 + \$1000 = \4696 . The buy-out is subject to applicable taxes.

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

9.4.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

9.4.5 Survivor Dependent Coverage: In the event an employee passes away while employed by the Town, the spouse may continue medical insurance and prescription drug coverage and the Town will continue its contribution to the insurance premium for a period of six months, thereafter, the spouse must pay the full cost of the premiums.

10 RETIREMENT BENEFITS

10.1 Pension Plan

10.1.1 NYS Retirement Plan: The Employer shall provide each employee covered by this Collective Bargaining Agreement with coverage under the retirement plan which is applicable.

10.2 Medical Insurance for Retired Employees

10.2.1. Coverage (retiree): The Town offers medical insurance and prescription drug coverage to eligible full-time employees who are members of this collective bargaining unit after they retire from Town employment and are receiving retirement benefits under the New York State retirement system. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

10.2.2. Coverage (retiree's spouse): Coverage is also available for the retiree's eligible spouse if the spouse was eligible for coverage under the Town's medical insurance plan on the retiree's last date of employment with the Town and the spouse is not eligible to receive comparable medical insurance coverage under another plan. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage and the Town will continue its contribution to the insurance premium for a period of six months, thereafter, the spouse must pay the full cost of the premiums. The spouse of a deceased retiree shall terminate coverage upon remarriage.

10.2.3 Eligibility: To be eligible for coverage, the retiree must meet all of these requirements: 1) have at least **twenty** years of benefit eligible service with the Town; 2) be at least **fifty-five** years of age; 3) retire directly from the Town; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System.

10.2.4 Insurance Plan: The Town will make available the same medical insurance plan and prescription drug plan as it makes for active employees of this bargaining unit, as if the retiree were still actively employed by the Town.

10.2.5 Medicare: When the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage for that individual will be provided by Medicare. At that time, that individual may be required to enroll in a Medicare supplemental policy made available through the Town. The Town will NOT reimburse that individual for the cost of the Medicare Part B premium.

10.2.6 Premiums (hired before 1-1-2011): The Employer agrees to pay retiree health benefits in accordance with the following schedule:

For an eligible retiree hired **before** January 1, **2011** who has at least **twenty** years of full-time service, the Town will pay **100%** of the premium of the medical insurance and prescription drug plan for individual coverage or fifty percent (**50%**) of the additional premium for two-person coverage, as the case may be.

For an eligible retiree hired **before** January 1, **2011** who has at least **twenty-five** years of full-time service, the Town will pay **100%** of the premium of the medical insurance and prescription drug plan for individual coverage or two-person coverage, as the case may be.

10.2.7 Premiums (hired after 1-1-2011): The Employer agrees to pay retiree health benefits in accordance with the following schedule:

For an eligible retiree hired **on or after** January 1, 2011 who has at least **twenty** years of continuous full-time service and retires at the age of **sixty-two** or older, the Town will pay sixty-five percent (**65%**) percent of the premium of the medical insurance and prescription drug plan for individual or two-person coverage, as the case may be.

For an eligible retiree hired **on or after** January 1, 2011 who has at least **twenty** years of continuous full-time service and retires between the ages of **fifty-eight** and **sixty-two**, the Town will pay fifty-five percent (**55%**) of the premium of the medical insurance and prescription drug plan for individual or two-person coverage, as the case may be.

For an eligible retiree hired **on or after** January 1, 2011 who has at least **twenty** years of continuous full-time service and retires between the ages of **fifty-five** and **fifty-eight**, the Town will pay forty-five percent (**45%**) of the premium of the medical insurance and prescription drug plan for individual or two-person coverage, as the case may be.

However, for an eligible retiree hired **on or after** January 1, 2011 who has at least **thirty** years of continuous full-time service and retires at the age of **fifty-five** or older, the Town will pay sixty-five percent (**65%**) percent of the medical insurance and prescription drug plan for individual or two-person coverage, as the case may be.

11 EMPLOYEE RIGHTS

11.1 Seniority

11.1.1 Definition of Seniority: Seniority means an employee's length of continuous full-time service with the Employer since the employee's last date of hire. One member of the Union, elected by the members to serve as Shop Steward for the Union, shall be granted super seniority.

11.2 Probationary Period

11.2.1 Duration: All new employees hired shall be considered as probationary employees for the first six months of their employment. When an employee completes the probationary period, the employee shall be entered on the seniority list. There shall be no seniority among probationary employees.

11.2.2 Union Representation: The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours and other conditions of employment as set forth under Article I of this Agreement, except for discharge and discipline for other than Union activity.

11.2.3. Seniority Lists: Once each year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority lists shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and dates of hire of all employees in the unit entitled to seniority.

11.2.4 Breaks in Continuous Service: An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one year, the break in continuous service shall be removed from the employee's record.

11.3 Personnel Records

11.3.1 Notice of Entries to Personnel File: An employee will be notified if any derogatory or adversely critical evaluative materials are placed in the employee's personnel file. Such materials must be shown and a copy furnished to the employee before being placed in the file and the employee may place a rebuttal statement in the file answering the criticism as set forth in the material submitted to the file.

11.3.2 Purging of Personnel File: An employee's file may be purged of reprimands, warnings, or poor evaluations after one year from the date of the most recent reprimand, warning, or poor evaluation was issued.

11.3.3 Statute of Limitations: Except for fraud or any felony where the "statute of limitations" has not expired, an employee shall not be disciplined for acts which occurred more than one year after its occurrence.

12 WORKFORCE CHANGES

12.1 Promotions

12.1.1 Definition: The term promotion, as used in this provision, means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

12.1.2 Posting of Vacancy: Whenever an opportunity for promotion or a job opening occurs in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classifications, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for not less than two work weeks.

12.1.3 Selection: The Employer shall fill such job openings or vacancies, from among those employees who have applied, who meet the standards of the job requirements, except that if more than one employee who is qualified for the job, then such position shall be filled by selecting from those qualified, the employee with the greater seniority.

12.1.4 Probationary Period: Any then current employee selected in accordance with the procedure set forth above shall undergo a trial period of thirty calendar days. If it is found that such employee does not meet the requirements or responsibilities of the position to which the employee has been selected during the trial period, then such employee shall be restored to the employee's former position.

12.1.5 Wage Rate: Employees promoted shall be paid in the salary range established for the job, which in no case shall be less than one step higher than the employee's previous rate.

12.2 Demotions

12.2.1 Definition: The term demotion, as used in this provision means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

In any case involving demotion, the employees involved shall have the right to elect which alternative the employee will take, the demotion or the layoff.

An employee who is relegated back to the employee's previous job from a higher classification to which the employee was provisionally appointed because of the employee's inability to prove to the Employer that the employee was able to fulfill the standards of the job, or who voluntarily relinquishes such job, shall not be considered as demoted.

12.3 Layoffs

12.3.1 Definition: The word layoff means a reduction in the working force due to a decrease of work.

12.3.2 Procedure: In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority, subject only to the Veterans Law of New York State. The last hired shall be the first to be laid off, regardless of position.

12.3.3 Notice of Layoff: The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees. Employees to be laid off will have at least fourteen calendar days notice of the layoff.

12.3.4 Bumping: When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise the employee's seniority rights to bump or replace an employee with less seniority. Such employee may, if the employee so desires, bump any employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom the employee bumps.

12.4 Recalls

12.4.1 Procedure: When the working force is increased after a layoff, employees will be recalled according to seniority.

No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

12.4.2 Notice of Recall: Notice of recall shall be sent to the employee at the employee's home address by registered mail. If any employee fails to report for work within ten calendar days from the date of mailing of notice of recall, the employee shall be considered a quit.

12.4.3 Duration of Recall Rights: Recall rights for any employee shall expire one year from the date of layoff or a period equal to the employee's seniority, whichever is greater. Written notice of expiration of recall rights shall be sent to the employee at the employee's last known address by registered or certified mail.

12.4.4 Training: Any employee recalled shall be given thirty calendar days training to prepare them for filling vacancies.

13 DUE PROCESS PROCEDURES

13.1 Disciplinary Procedure

13.1.1 Discipline for Just Cause: The parties accept the concept and principle of corrective and progressive discipline which includes counseling or oral reprimands (which cannot be grieved), written reprimands, suspensions, demotions, and termination of employment. The Town will not subject an employee who has completed the probationary period, as defined in 11.2.1, above, to any disciplinary action or penalty except for “just cause”.

13.1.2 Notice of Discipline: The Town will provide the employee with a written Notice of Discipline, which will contain all charges and specifications and the penalty. Simultaneously, a copy of the notice will be sent to the Union Steward and Council 66 Area Representative.

13.1.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline. Failure to submit the appeal within said fourteen calendar days shall make the matter ineligible for future appeal under this procedure or any other procedure and the case will be deemed to be closed.

Within seven calendar days after receiving the appeal, the Town Supervisor and the Town Board liaison to the Highway Department will meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town will issue a written response which will be given to the Council 66 Area Representative.

13.1.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town, the Union may submit the matter to arbitration. In the event the parties cannot mutually agree to the selection of an arbitrator, the Union may file a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received. Failure to file the demand within said fourteen calendar days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

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

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

13.2 Grievance Procedure

13.2.1 Definition: For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation, or inequitable application of the expressed provisions of this collective bargaining agreement.

13.2.2 Step One - Informal Grievance: The Union Steward, with the employee shall take up the grievance or dispute with the Superintendent of Highways within thirty calendar days of its occurrence. If at that time the Steward is unaware of the grievance, the Steward shall take it up within thirty calendar days of the Steward's knowledge of its occurrence. The Superintendent of Highways shall then attempt to adjust the matter and shall respond to the Steward within three working days.

In cases involving a "class action" grievance, the Union may submit the grievance to Step Two.

13.2.3 Step Two - Formal Grievance: If the grievance has not been settled, it shall be presented in writing by the Union Chief Steward to the Town Supervisor within seven work days after the Superintendent's response is due. The Town Supervisor shall respond to the Union steward in writing within three working days.

13.2.4 Step Three – Appeal to Town Board: If the grievance shall remain unadjusted, it shall be presented by the Union Steward, Union Representative, or the Union Grievance Chairman to the Town Board in writing within seven work days after the response of the Town Supervisor is due.

Thereafter, at least two representatives of the Union and at least two representatives of the Employer will meet to discuss the grievance or grievances appearing on the agenda within five working days from the date that the agenda is received by the Employer. The Union Representative may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the Representatives of the Employer.

13.2.5 Step Four – Appeal to Arbitration: If the grievance is still unsettled, AFSCME Council 66 may, within thirty calendar days after the reply of the Town Board is due, submit the matter to "med-arb" by filing a demand with the New York State Public Employment Relations Board in accordance with its rules and regulations.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty calendar days after the conclusion of the testimony and argument.

No Arbitrator, functioning under this Step of the Grievance procedure shall have any power to amend, modify or delete any provisions of this Collective Bargaining Agreement.

Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, such party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

13.3 Grievance Committee

13.3.1 Union Stewards: Employees selected by the Union to act as Union Representatives shall be known as "Stewards". The names of employees selected as stewards, and the names of other Union Representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union grievance committee. There shall be one steward or alternate steward.

13.3.2 Processing Grievances During Working Hours: Grievance committee members may investigate and process grievances during working hours without loss of pay or leave credits.

13.4 Safety Committee

13.4.1 Organization: The Employer and Union agree jointly to establish a safety and health committee consisting of an equal number of Employer and Union Representatives the number of members to be agreed upon.

13.4.2 Purpose: The committee will advise management of all safety and health activities and will be expected to: a) Make immediate and detailed investigation of each accident to determine fundamental causes; b) Develop data to indicate accident sources and injury rates; c) Make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards; d) Promote safety for workers, and participate in making the safety program known to all workers; and, e) Conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

14 GENERAL PROVISIONS

14.1 Pledge Against Discrimination

14.1.1 Equal Application of CBA: The provisions of this Collective Bargaining Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Collective Bargaining Agreement.

14.1.2 Gender: All references to employees in this Collective Bargaining Agreement designates both sexes and whenever the male gender is used it shall be construed to include male and female employees.

14.1.3 Union Activity: The Employer agrees not to interfere with the rights of employees to become members of the Union, and there be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

14.2 Work Rules

14.2.1 Establishment of Work Rules: The Town may make, modify and enforce reasonable rules of employee conduct and safety. The Employer agrees to negotiate over the effects of changes in existing work rules or the establishment of new work rules with the Union. New work rules or changes in existing work rules shall not become effective until they have been posted prominently on all bulletin boards for a period of five consecutive work days.

14.2.2 Compliance: Employees shall comply with all existing work rules that are not in conflict with the terms of this Collective Bargaining Agreement, provided the rules are uniformly applied and uniformly enforced.

14.2.3 Resolution of Disputes: Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

14.3 Protective Clothing

14.3.1 General Issue: Protective clothing, including, rainwear, and hard hats shall be furnished to the employees by the Employer, the cost of which shall be paid by the Employer.

14.3.2 Safety Boots: The Employer will supply two pairs of OSHA-approved safety boots (one winter and one summer) as needed, to a limit of \$200 per pair. Mandatory all employees wear safety boots.

14.3.3 Work Clothing: The Town will reimburse for the purchase of "work-grade" winter clothing (e.g. coveralls, insulated pants, jackets) to the limit of \$150.00 maximum per year.

14.4 Personal Property

14.4.1 Replacement: Employee's personal property, necessary to the job, destroyed or damaged within and directly related to the scope of the employee's job duties and without the negligence of the employee shall be replaced by the Town. The employee must immediately report such loss to the Highway Superintendent. Normal wear and tear on personal property and damage to personal automobiles are not intended to be covered by this Section.

14.5 Uniforms

14.5.1 Issue: The wearing of uniforms will be mandatory for all employees of the Town highway department, the cost of these uniforms to be paid for by the Town. The Town agrees to supply each member covered by this Collective Bargaining Agreement, with two additional uniforms in 1998, to a maximum of 13 uniforms, the cost of maintaining these uniforms will be paid for by the Town.

14.6 Work During Hot Weather

14.6.1 General Policy: The Town of Olive will continue a hot weather rule. In the event that the temperature reaches 95 degrees or higher, the employees may be dismissed for the day without loss of pay. This will be at the discretion of the Superintendent of Highways, when he is satisfied that all work having to be done that day has been satisfactorily completed or can be postponed until another time at no loss to the Town.

14.7 Work While on Prescriptions

14.7.1 Notification: If an employee is prescribed to any type of medication, the Employer will be notified.

14.8 Traffic Infractions

14.8.1 Notification: If an employee receives a traffic infraction, the Employer will be notified.

15 APPLICATION OF AGREEMENT

15.1 Duration of Agreement

15.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2017 through December 31, 2019, unless otherwise agreed to by the parties.

15.2 Complete Agreement

15.2.1 This Collective Bargaining Agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this Collective Bargaining Agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Union to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

15.3 Savings Clause

15.3.1 Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

15.4 Legislative Action

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

15.5 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

TOWN OF OLIVE

AFSCME COUNCIL 66

Sylvia Rozzelle
Town Supervisor

Jack Giuditta
Local 750 President

Date

Date

Michael A. Richardson
Labor Relations Consultant

Joe Minew
Local 750 Unit Chair

Date

Date

Chris Winne
Bargaining Unit Member

Date

Mark Teig
AFSCME Area Representative

Date

DRUG AND ALCOHOL POLICY

1. Summary

1.1 General Statement of Policy: Under no circumstances may an employee report to work, perform assigned duties or engage in Town business while under the influence of alcohol or illegal drugs. Employees are also prohibited from using, selling, purchasing, manufacturing, possessing or distributing illegal drugs or controlled substances while on work premises or while conducting Town business or using a Town vehicle. Any employee who violates these rules may be subject to disciplinary action, up to and including immediate termination. Further, employees should be aware that the Town may also inform the police or drug enforcement agencies if there is suspicion that illegal drugs or controlled substances are being sold, bought, possessed, used, manufactured or distributed on work premises or while conducting Town business.

1.2 Prescription Drugs: This policy does not prohibit employees from working while taking prescription drugs, provided that such drugs are being used as prescribed by a licensed physician and do not prevent the employee from performing the essential functions of the job or present a direct threat to the health or safety of the employee or others in the workplace. Further, if an employee is aware that his or her use of an over-the-counter or properly prescribed medication is likely to alter his or her senses or impair his or her ability to perform on the job, the employee should promptly report those facts to his or her supervisor. Failure to do so may result in disciplinary action up to and including termination.

1.3 Covered Employees: Every employee shall be subject to this drug and alcohol testing policy and subject to the following, which shall supersede any inconsistent provision of the drug and alcohol testing policy.

2 Drug Test

2.1 New Applicants for Employment: Upon receipt of a positive drug test for a prohibited substance, as defined in the drug and alcohol policy, the Town shall deny employment to a new applicant.

2.2 Current Employees: Upon receipt of a positive drug test for a prohibited substance, the Town shall remove the employee from duty for not less than 24 hours without pay and

(i) if the offending employee was driving a Town-owned or leased vehicle while under the influence of the prohibited substance, he or she shall be subject to immediate termination from employment, and if said employee is not terminated from employment, he or she shall be subject at a minimum to an unpaid two week suspension. Repeat offenders shall be terminated from employment; or

(ii) in every other instance, the offending employee shall be subject to an unpaid suspension or termination from employment depending upon the circumstances of the drug use and past employment history. Repeat offenders shall be terminated from employment.

(iii) In addition to the foregoing, an employee's willingness to complete a program administered by a substance abuse professional shall be considered in the administration of any discipline hereunder.

3 Alcohol Test

3.1 New Applicants for Employment: Upon receipt of a positive test for alcohol in concentration equal to or greater than 0.02, the Town shall deny employment to a new applicant.

3.2 Current Employees: Upon receipt of a positive test for alcohol in a blood/alcohol concentration equal to or greater than 0.02, but less than 0.04, the Town shall remove the employee from duty for not less than 24 hours without pay and

(i) if the offending employee was driving a Town-owned or leased vehicle while under the influence of alcohol, he or she shall be subject to immediate termination from employment, and if said employee is not terminated from employment, he or she shall be subject at a minimum to an unpaid two week suspension. Repeat offenders shall be terminated from employment; or

(ii) in every other instance, the offending employee shall be subject to progressive discipline up to and including an unpaid suspension and ultimately termination from employment. Repeat offenders shall be terminated from employment notwithstanding whatever prior discipline may or may not have been imposed.

(iii) In addition to the foregoing, an employee's willingness to complete a program administered by a substance abuse professional shall be considered in the administration of any discipline hereunder.

Upon receipt of a positive test for alcohol in a blood/alcohol concentration equal to or greater than 0.04, the Town shall remove the employee from duty for not less than 24 hours without pay and

(i) if the offending employee was driving a Town-owned or leased vehicle while under the influence of alcohol, he or she shall be terminated from employment; or

(ii) in every other instance, the offending employee shall at a minimum be subject to an unpaid two week suspension. Repeat offenders shall be terminated from employment.

(iii) In addition to the foregoing, an employee's willingness to complete a program administered by a substance abuse professional shall be considered in the administration of any discipline hereunder.