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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF TICONDEROGA

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

Town of Ticonderoga Highway & Transfer Station Unit
Essex County Local 816

January 1, 2012 – December 31, 2014

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1 PREAMBLE

1.1 Parties to Agreement

1.1.1 This Collective Bargaining Agreement is by and between the Town of Ticonderoga (herein after referred to as the "Town") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Town of Ticonderoga Highway and Landfill Unit of Essex County Local #816 (herein after referred to as the "Association").

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 It is agreed that the Town retains and reserves unto itself and its duly elected officials, except as expressly limited by this Collective Bargaining Agreement or by the Civil Service Law, other applicable state or federal statutes or applicable rules or regulations of administrative agencies with jurisdiction, all of the authority, powers, rights, and responsibilities conferred upon and vested in it and its officials by law, ordinance, or applicable administrative rule or regulation and to take whatever actions it deems necessary to carry out its responsibilities 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: determine the mission, purposes, objectives and policies of the Town; to determine the facilities, methods, means, and number of personnel required to conduct Town programs including contract and subcontract for materials, services, supplies and equipment; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; hire, assign, promote, transfer, layoff, evaluate, and discipline and discharge employees in accordance the provisions of this Collective Bargaining Agreement; select, test, train and determine the ability and qualifications of employees; direct, deploy, and utilize the work force; 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 in accordance with law; implement and comply with regulations and requirements issued by any government agency; and make, modify and enforce reasonable rules of employee conduct and safety.

3 ASSOCIATION RIGHTS

3.1 Recognition

3.1.1 Unchallenged Representation Status: The Town of Ticonderoga and CSEA agree, pursuant to Section 208 of the NYS Civil Service Law, that CSEA shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Collective Bargaining Agreement.

3.1.2 Request for Information: Upon request by the Union, the Town shall provide copies of any and all information and records in a timely manner as it relates to the negotiations of the collective bargaining agreement or its enforcement.

3.2 Definition of Bargaining Unit

3.2.1 Included: Included in the bargaining unit are all full-time employees employed in the Town of Ticonderoga Highway Department and Transfer Station who regularly perform year-round work.

3.2.2 Excluded: Excluded from the bargaining unit are the Superintendent of Highways, Deputy Superintendent of Highways, part-time employees, temporary employees (as defined by Civil Service), seasonal employees (as defined by Civil Service), and clerical employees.

In the event a member of the bargaining unit is appointed Deputy Highway Superintendent pursuant to State Law, that person will remain in the bargaining unit and continue to receive the full benefits of this collective bargaining agreement. The Town of Ticonderoga may rescind the appointment of Deputy Highway Superintendent at any time pursuant to State Law and such action will not be subject to the grievance procedure.

3.2.3 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.

3.2.4 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. The use of temporary employees will not infringe upon bargaining unit exclusivity.

3.2.5 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. The use of seasonal employees will not infringe upon bargaining unit exclusivity.

3.3 Supervisors Performing Bargaining Unit Work

3.3.1 Supervisors: The Superintendent of Highways may perform bargaining unit work to meet the operating needs of the department, provided it does not result in the reduction in the scheduled hours of a given full-time employee or interfere with the procedure for assigning additional hours under section 6.2.3.

3.4 Union Membership/Agency Shop

3.4.1 Union Membership: An employee who chooses to become a member of the Association shall sign an authorization card for dues deduction and submit it to the Association. Thereafter, the Association will forward the authorization to the Town. The Town will deduct and remit the dues, initiation fees, and/or assessments from the pay of such employee at the close of each pay period and remit said sums to the Association on a monthly basis. The Association shall notify the Town of the amount to be deducted.

3.4.2 Agency Shop: Any bargaining unit employee who is not a member of the Civil Service Employees Association, Inc., shall have an amount equivalent to Association dues levied by said employee organization deducted from such employee's wages in the form of an "Agency Shop Fee." The procedure for the deduction of the "Agency Shop Fee" shall be the same as for members of the Association.

3.4.3 Dues Deduction: The Town agrees to deduct Association membership dues or Agency Shop fees from the wages of all bargaining unit employees. The Town will remit said monies to: CSEA, Inc., 143 Washington Avenue Albany, New York 12210.

3.4.4 Membership List: Upon request, the Town agrees to send a list to CSEA containing the name, address, social security number and department of all bargaining unit employees.

3.4.5 Indemnification Clause: The Association agrees to indemnify and hold harmless the Town, each individual member of the Town Board and all agents and/or designees of the Town against any and all claims, costs, suits or other forms of liability and all court costs arising as a result of deductions taken out by the Town in accordance with the terms set forth above.

3.5 Leave for Contract Administration

3.5.1 Adjustment of Grievances: At any one time, only one member of the bargaining unit who is designated or elected for the purpose of adjusting grievances shall be permitted a reasonable amount of time, free from the employee's regular duties, to meet and fulfill these obligations without loss of pay or charge to accumulated leave credits. The Association shall provide the Town with a list of those employees who have been elected and/or designated to adjust grievances.

3.5.2 Requests for Release Time: A designated representative's request for the use of release time shall be made to the Superintendent of Highways as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duties until it has been approved by the Superintendent of Highways.

3.6 Leave for Negotiations

3.6.1 Eligible Employees: The Association may designate employees to attend negotiations with the Town. Two representative employees from the Highway/Transfer Station unit will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: The probationary period for an employee appointed to a position in the competitive class will be in accordance with the rules and regulations of the local Civil Service. Except as otherwise provided in the rules and regulations of the local Civil Service, the probationary period for an employee appointed to a position in the non-competitive or labor class will be for a probationary period of not less than eight nor more than fifty-two consecutive weeks from the original appointment.

4.1.2 Performance Evaluation During Probationary Period: During the probationary period, the employee's performance shall be evaluated on a monthly basis by the Superintendent of Highways. Should deficiencies be recorded in the overall performance of the employee, the employee will receive written recommendations for improvement. The Union and Town will develop the evaluation form.

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

4.2 Seniority

4.2.1 Service Seniority: Seniority will be determined by the employee's length of continuous service with the bargaining unit. An employee will accrue seniority beginning on the employee's initial date of hire.

4.2.2 Same Amount of Seniority: In the event two or more employees have the same amount of seniority, such employees will have their individual seniority determined by lot.

4.2.3 Leave of Absence: For the purpose of contract seniority, if an employee is on an approved leave of absence for more than one continuous year, the employee's seniority shall start anew.

4.2.4 Workers' Compensation: An employee who is on Workers' Compensation and is not on the payroll will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in "continuous service" and the employee's anniversary date will not be adjusted.

4.3 Layoff Procedure

4.3.1 First to be Laid Off: In the event of a layoff, the Town shall designate the titles in a Department to be laid off. In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service. In the event of a reduction in the number of positions in a job title in the non-competitive or labor class the layoff shall be by seniority whereby the least senior employee in the designated title in the Department shall be laid off first.

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

4.3.3 Severance Pay: In the event of a long-term layoff, the laid off employee will receive a lump sum payment equal to the employee's regular rate of pay for one week for each year of service. Such payment will be made within one week of the employee being displaced. ("Long-Term" shall mean that there is no expectation of a recall to the same position within the next twelve consecutive months).

4.4 Recall Procedure

4.4.1 Recall to Same Job Title: In the event there is a vacancy in the job title in the competitive class where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service. In the event there is a vacancy in the job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

4.4.2 Notice of Recall to Same Job Title: The Town will notify the laid-off employee of the vacancy in 4.4.1 by means of certified mail sent to the employee's last address of record. In the event a laid-off employee in the non-competitive or labor class does not respond, either in person or in writing, within fourteen calendar days from the date the return receipt is received or marked "undeliverable", or the employee rejects the offer, the employee shall forfeit all recall rights.

4.4.3 Duration of Recall Rights (non-competitive and labor classes): The Town shall maintain a recall list in the event layoffs of employees in the non-competitive or labor class have been implemented. Such list shall be maintained for four years. If any such employee is re-employed within one year of layoff, such re-employed person shall be considered as if the employee never left employment with the Town and shall enjoy all contractual and other benefits as all other members of the bargaining unit.

4.5 Personnel File

4.5.1 Location of Files: It is agreed that the Town shall maintain personnel files which are the sole property of the Town. All official personnel records for current employees will be kept in a location designated by the Town Supervisor and will be maintained and controlled by the Town Supervisor. All employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor. All employee substance testing records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor.

4.5.2 Change in Status: An employee should immediately notify the Town Supervisor of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

4.5.3 Content: Prior to any material being placed in an employee's personnel file, the affected employee shall first have the opportunity to review it. Once the employee has been given the opportunity to review the material, the employee shall first sign a statement indicating only that the employee has been given that opportunity, not necessarily agreeing with the contents thereof. The affected employee shall have the right to submit a statement regarding said material and that statement shall be affixed to the material referenced above. Notwithstanding the above, in the event a complaint is received about an employee, the employee will be notified in writing that the complaint was received and will be entitled to see a copy of the complaint but not the name, address, or any other identifying features of who issued the complaint.

4.5.4 Employee Access: Access to personnel files is limited. Should any employee wish to review the employee's own personnel file, the employee must submit a request with the Town Supervisor, or designee, at least twenty-four hours in advance. A representative of the Town must be present for any employee to review the employee's personnel file. If said employee desires to have an Association representative present when reviewing the employee's personnel file, the employee must notify the Town Supervisor, or designee, at the time the employee's request to review said file is submitted. Upon request, an employee will receive a copy of requested documents in the employee's file. An employee may not remove or place any material in the employee's personnel file without the approval of the Town Supervisor.

4.5.5 Release to Third Party: An employee shall be notified of any release of information from the employee's personnel file and receive a copy of said material.

5 VACANCIES & PROMOTIONS

5.1 Appointment to Vacancies

5.1.1 Application: Once a position has been posted, it shall be the employee's responsibility to apply for the vacancy by making a written application listing qualifying experience.

5.1.2 Selection: Except where otherwise prohibited or restricted by applicable State or Town Law, in the event there is a vacancy in a new or existing job title, the Town will select the most qualified applicant. In the event there are two or more applicants with relatively equal qualifications, seniority will be the deciding factor.

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

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workday: The Superintendent of Highways shall set starting and stopping times. If an employee's starting and stopping times are to be changed, the Town shall provide the Union not less than forty-five calendar days notice prior to said change taking place.

6.1.2 Workweek (Highway): Employees in the Highway Department shall work forty hours per week Monday through Friday.

6.1.3 Workweek (Transfer Station): Employees at the Transfer Station shall work forty hours per week, which may be at the Transfer Station, Highway Department, or Community Beautification. The Town Board will establish the scheduled days of work for employees at the Transfer Station. Once established, the employee's scheduled days of work will not be changed without an advance written notice of at least forty-five calendar days.

6.2 Additional Hours of Work

6.2.1 Procedure for Assigning Additional Hours: In the event there is an opportunity in a given title to work additional hours beyond the normal workday or workweek, the Superintendent of Highways will make the appropriate assignment. Notwithstanding the above, in the event there is an opportunity to work additional hours for snow removal, the opportunity will first be offered to those full-time employees who are normally assigned to that route.

6.2.2 Time Records: An employee must record all hours worked in each workday in a manner to be determined by the Town, subject to the Public Employment Relations Board rulings on mandatory/non-mandatory subjects.

6.3 Meal & Rest Periods

6.3.1 Meal Period (excluding Transfer Station): For all employees other than those assigned to the Transfer Station, there shall be a one-half hour unpaid lunch period. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed, an employee may leave the work-site during the meal period.

6.3.2 Meal Period (Transfer Station only): For all employees assigned to the Transfer Station, there shall be a one-half hour paid lunch period. Meal periods will normally be in the middle of the employee's workday. Unless otherwise approved by the Superintendent of Highways, an employee may **not** leave the work-site during the meal period.

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

6.3.4 Rest Periods: An employee will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period.

An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: The schedule set forth below will be the applicable schedule for the period January 1, 2012 through December 31, 2014, which reflects no increase for 2012, a \$0.21 increase effective January 1, 2013, and a \$0.24 increase effective January 1, 2014. In addition, the hourly rate for Laborer/Porter will be increased by \$0.25 effective upon the ratification of this agreement.

	2012	2013	2014
Motor Equipment Operator	\$17.74	\$17.95	\$18.19
Mechanic	\$17.74	\$17.95	\$18.19
Laborer/Porter	\$13.89	\$14.10	\$14.34
Laborer	\$13.64	\$13.85	\$14.09

In the event an employee who is regularly assigned to the Transfer Station is assigned work within the Highway Department, such employee will receive the Laborer rate of pay when doing laborer work or MEO pay when driving an MEO-vehicle, as the case may be.

7.1.2 New Hire Rate: A newly hired employee will receive 80% of the job rate. Upon completion of six continuous months of full-time employment from date of hire the employee will receive 85% of the job rate. Upon completion of twelve continuous months of full-time employment from date of hire the employee will receive 90% of the job rate. Upon completion of eighteen continuous months of full-time employment from date of hire the employee will receive 95% of the job rate. Upon completion of twenty-four continuous months of full-time employment from date of hire the employee will receive the job rate.

7.1.3 Longevity Bonus: A full-time employee will receive a longevity bonus of two hundred and fifty dollars to be paid on first pay in January preceding the anniversary date of the employee's ninth year of continuous employment and again on the first pay in January of each year thereafter until the employee is to complete fourteen years of employment.

A full-time employee will receive a longevity bonus of five hundred dollars to be paid on first pay in January preceding the anniversary date of the employee's fourteenth year of continuous employment and again on the first pay in January of each year thereafter until the employee is to complete nineteen years of employment.

A full-time employee will receive a longevity bonus of seven hundred and fifty dollars to be paid on first pay in January preceding the anniversary date of the employee's nineteenth year of continuous employment and again on the first pay in January of each year thereafter until the employee is to complete twenty-three years of employment.

A full-time employee will receive a longevity bonus of one thousand dollars to be paid on first pay in January preceding the anniversary date of the employee's twenty-third year of continuous employment and again on the first pay in January of each year thereafter until the employee leaves employment.

In accordance with the Fair Labor Standards Act, longevity will be included in the computation of overtime pay.

7.2 Premium Pay for Overtime

7.2.1 Overtime Rate: Employees shall receive one and one-half times the employee's hourly rate for all hours worked in excess of forty in a given workweek and/or eight in a given workday. Employees may not convert hours worked into compensatory leave.

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

7.3 Call-In Pay

7.3.1 Compensation: Employees who are called-in to perform emergency work, which is in addition to and does not attach to the employee's regular working hours, shall receive a minimum of four hours pay at the appropriate rate and said four hours shall be considered as time worked for the purpose of calculating overtime.

7.3.2 Start Time: The pay for an employee who is called out for emergency duty will begin when the employee receives the call. The employee must report in a reasonable period of time.

7.3.3 Unavailability During Inclement Weather: Given that the Highway Department is responsible for the maintenance of the roadways, once the Superintendent of Highways, or designee, has informed employees about the potential of a snow storm or icing conditions during non-work hours (excluding pre-approved vacation periods), each employee must be ready, willing, and able to work. Being "able" includes being in compliance with Department of Transportation regulations pertaining to the consumption of alcohol. If an employee cannot be at the employee's home to receive the call, the employee must leave a message on the Department's answering device as to where the employee may be contacted.

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

7.4 Pay Period

7.4.1 Payroll Period: The payroll period will begin Monday at 12:01 a.m. and end fourteen calendar days later on Sunday at 11:59 p.m.

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

7.4.3 Direct Deposit: The Town will make available direct deposit for payroll checks.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: Employees shall be entitled to the following paid holidays.

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

8.1.2 Holiday Occurs on Days Off: If a designated holiday occurs on a Saturday, the holiday will be observed on the preceding Friday; and, if a designated holiday occurs on a Sunday, the holiday will be observed on the following Monday.

Notwithstanding the above, in the event a designated holiday occurs on a regular day off for an employee at the Transfer Station (such as a Monday), the employee will be paid for the day at the employee's regular daily rate of pay rather than having another day off.

8.1.3 Holiday Pay - Not Assigned to Work: An employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

8.1.4 Holiday Pay - Assigned to Work: Should an employee be required to work on a holiday, said employee shall receive the paid holiday plus time and one-half for all hours worked on that holiday.

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

8.2 Vacation Leave

8.2.1 Allowance (front-loaded): Employees shall be credited with paid vacation leave on January 1st of each year in accordance with the following schedule. The January 1st prior to an employee's anniversary date will be considered the employee's anniversary date for purposes of calculating vacation entitlement.

Completion of 1 year through 3 years	10 days
Completion of 3 years through 7 years	13 days
Completion of 7 years through 10 years	15 days
Completion of 10 years through 15 years	18 days
Completion of 15 years through 20 years	20 days
Completion of 20 years through 25 years	22 days
Completion of 25 years and thereafter	25 days

8.2.2 New Employees: An employee who is hired after the first day of January will be credited with paid vacation leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on January 1st for the subsequent year in accordance with 8.2.1, above.

8.2.3 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the calendar year, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.2.4 Accumulation: Employees shall have until December 31st of each year to use vacation leave credits. However, if necessary, unused vacation leave credits may be carried over until June 30th of the following year.

8.2.5 Annual Buy-Back: An employee may elect to receive cash payment for up to five days of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment will be made within the pay period following the date the request was made. Payment will be at the employee's then current rate of pay.

8.2.6 Scheduling: For vacation requests that are for more than one week, employees will note it on their time sheets at least thirty calendar days prior to the time requested. Such requests will be acted on based on seniority and, unless granting such requests would interfere with the operation of the Department, they will be granted. The Superintendent of Highways shall act upon the request within seven calendar days after receipt of the request. Failure to act within the time limits shall be deemed as being approved. Vacation leave must be used in **one-half day** increments. An employee may take paid vacation leave only after it has been credited.

8.2.7 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused earned vacation leave to which the employee is properly entitled at the employee's then current rate of pay. The Town may request that the arbitrator in a disciplinary hearing impose loss of vacation leave credits as part of the "just cause" penalty. In case of the death of the employee, the Town will pay the employee's estate for any unused earned vacation leave.

8.3 Sick Leave

8.3.1 Allowance (Monthly Accrual): Effective January 1, 2008, an employee will be credited with eight hours of paid sick leave after every full month of service.

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

8.3.3 Accrual during Leaves of Absence: An employee will be credited with sick leave credits provided the employee works at least one full work day in the calendar month, *excluding* an unpaid leave of absence due to a Workers' Compensation claim where an employee will continue to be credited.

8.3.4 Accumulation: There is no "cap" on the accumulation of sick leave credits.

8.3.5 Use of Sick Leave: Except as otherwise specifically provided in this Collective Bargaining Agreement, the purpose of sick leave and its use is to provide employees with paid time off for personal illness and/or injury. An employee may use sick leave credits for medical and dental appointments. The employee should make every effort to schedule such appointments during non-work hours. Any employee who claims sick leave under false pretenses may be subject to disciplinary action. Sick leave shall not be taken in less than **two-hour** increments. An employee may take paid sick leave only after it has been credited.

Use of sick leave is not appropriate to extend vacation or holiday time either at the beginning or at the end of vacation or a holiday. Sick leave will be denied if it is claimed either at the beginning or at the end of vacation or a holiday unless verified by a doctor's note or unless otherwise approved in advance by the Superintendent of Highways.

8.3.6 Family Sick Leave: If the need arises, an employee may use sick leave for an illness/injury in the immediate family. In the event the employee must be absent from work beyond a continuous forty hours, the employee should apply for leave under the Family and Medical Leave policy. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

8.3.7 Notification of Sick Leave: Any employee claiming sick leave shall notify the Superintendent of Highways at least thirty minutes prior to the start of the work day. The notification must be made personally to the Superintendent of Highways, or designee, unless the Superintendent of Highways authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

8.3.8 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is demonstrating a pattern of sick leave abuse. The Town may require medical verification of an employee's absence due to an injury to verify that the employee is able to return to work with or without restrictions.

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

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

8.3.10 Use of Sick Leave Credits for Retiree Medical Insurance: At the time of retirement, an employee may elect apply accumulated sick leave credits toward monthly premium payments for retiree medical insurance. The value of the sick leave credits will be set at 100% percent of the employee's rate of pay at the time of retirement. The Town will administer the disbursement of the account. If a portion of the total accumulated sick leave credits are used to increase the employee's service credit under 41-j, only the remaining portion will be used for the payment of retiree medical insurance premiums.

8.3.11 Termination of Employment: An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave, except as set forth in 8.3.9 and 8.3.10, above.

8.4 Personal Leave

8.4.1 Allowance (front-loaded): An employee will be credited with forty hours of paid personal leave on January 1st of each year for use during the following twelve months.

8.4.2 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. For example, an employee who is hired anytime during March will be credited with thirty-three hours of paid personal leave; an employee who is hired anytime in October will be credited with ten hours of paid personal leave. Thereafter, the employee will be credited January 1st for use during that year.

8.4.3 Accumulation: Personal leave does not accumulate from year to year. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

8.4.4 Use of Personal Leave: Except as otherwise provided, the purpose of personal leave is to provide employees with paid time off for personal matters that could not otherwise be conducted outside the normal work hours. Examples of proper use are, conducting personal legal affairs, and personal business matters. Any employee who takes personal leave under false pretenses may be subject to disciplinary action.

Use of personal leave is not appropriate to extend vacation or holiday time either at the beginning or at the end of vacation or a holiday unless prior approval has been granted by the Superintendent of Highways.

8.4.5 Scheduling: Employees must receive prior approval from the Superintendent of Highways before taking any personal leave. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. Personal leave shall not be taken in less than **two-hour** increments. An employee may take personal leave only after it has been credited.

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

8.5 Bereavement Leave

8.5.1 Immediate Family: The purpose of bereavement leave is to provide employees with paid time off for the purpose of grieving a death in the immediate family. In the event of a death of an employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

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

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

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

8.5.3 Delayed Internment: In the event the burial is delayed due to cold weather, the internment date may be used as part of the 5-day or 3-day allotment, as the case may be.

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

8.6 Jury Duty

8.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

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

8.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been received from the Town Board. A leave may be granted to an employee for a specified time without pay for a sufficient reason upon written request of the employee to the Town Supervisor. The granting or denial of such leave shall be at the discretion of the Town Board, except for leaves required by applicable statute or law or elsewhere in this collective bargaining agreement.

10 INSURANCE

10.1 Medical Insurance

10.1.1 Insurance Plan: The Town will make available a medical insurance plan and a prescription drug plan to each employee and the employee's eligible family. The Town agrees to offer a dental plan to employees of the bargaining unit at the employee's expense.

10.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service and the insurance carrier.

10.1.3 Change in Insurance Plans: If during the life of this Collective Bargaining Agreement, the Town finds it necessary to change to a different medical insurance plan and/or prescription drug plan, every reasonable effort will be made to insure the new plan is comparable to the overall benefit level of the current plan. The Town shall notify the CSEA Labor Relations Specialist of the proposed change in plans at least sixty calendar days prior to the change or as soon as possible.

10.1.4 Premium Payment: The Town will pay ninety-three percent (**93%**) of the monthly premium for individual coverage or eighty-seven percent (**87%**) of the monthly premium for two-person coverage or family coverage, as the case may be. The employee's contribution to the premium will be deducted from the employee's regular paycheck.

In the event the medical insurance premium and/or prescription drug plan rate increase exceeds 15%, either party may reopen that portion of this Article related to contributions toward the premium payments for medical insurance and/or prescription drug plan.

10.2 Pre-Tax Medical Expenses

10.2.1 Eligibility: An employee is eligible to enroll in a pre-tax reimbursement plan as allowed under Section 125 of the Internal Revenue Code (IRC), provided the employee meets all eligibility requirements for medical insurance, whereby employees could opt for the following:

10.2.2 Premium Payments: A Premium Conversion or Premium Only Plan (POP) which would allow those employees who pay for a portion of their medical insurance and/or prescription drug plan to do so by having the money deducted from their paycheck with pre-tax dollars instead of after tax dollars;

10.2.3 Medical Expenses: A Flexible Spending Account (FSA) whereby employees could place pre-tax dollars into an account which would be used for qualified medical, drug, dental, optical expenses (un-reimbursed medical expenses) as allowed under Section 125 of the IRC;

10.2.4 Dependent Care: A Dependent Care Account (DCA) whereby employees can place pre-tax dollars into an account to pay for dependent day care as allowed under Section 125 of the IRC.

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

10.3 Medical Insurance Buy-Out

10.3.1 Eligibility: An employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in either two individual plans or the same plan (two-person or family) and will not be eligible for this buy-out.

10.3.2 Amount of Buy-Out: An employee who is eligible for individual coverage, will receive 33% of the Town's annual premium contribution. An employee who is eligible for two-person or family coverage, as the case may be, will receive 25% of the Town's annual premium contribution. For example, if the Town is contributing 93% of a \$5,000 premium for individual coverage, or \$4650, the amount of the buy-out would be 33% of \$4650 or \$ 1535. The buy-out is subject to applicable taxes.

10.3.3 Method of Payment: Payment of the buy-out will be made in the first paycheck in December prorated for each month of that calendar year that the employee was eligible for the buy-out.

10.3.4 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.

10.4 Workers' Compensation Insurance

10.4.1 Use of Leave Credits: An employee may draw from the employee's leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. The employee must first utilize sick leave credits, then personal leave credits, and, only thereafter, vacation leave credits. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

10.4.2 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** 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 for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

10.5 Short-Term Disability Insurance

10.5.1 Coverage: The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.

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

10.5.3 Use of Leave Credits: An employee may draw from the employee's leave credits in conjunction with short-term disability insurance payments to equal, but not exceed, the employee's regular daily rate of pay. The employee must first utilize sick leave credits, then personal leave credits, and, only thereafter, vacation leave credits. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

10.5.4 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short-term disability insurance payments **and** 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 for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

10.6 Life Insurance

10.6.1 Group Life: The Town agrees to provide employees with Life Insurance with a benefit of \$10,000 at no cost to the employee. An employee may elect additional coverage at the employee's own expense.

11 TRANSITIONAL DUTY

11.1 Transitional Duty Program

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

11.1.2 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.

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

11.1.4 Wages: While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay. In the event the assignment is to a higher paying job title, the parties will meet to negotiate the appropriate wage.

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

11.1.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, or refuses a medical exam ordered by the Town, the matter will be referred to the Workers' Compensation insurance carrier or disability insurance carrier, as the case may be, for a benefit determination.

12 MISCELLANEOUS PROVISIONS

12.1 Work Accouterments

12.1.1 Clothing and Boot Allowance: Employees shall receive three hundred and fifty dollars each year as a clothing and boot allowance. Payment will be made in a separate check on the first payday after April 15th. Employees will receive a 1099 tax form.

12.2 Meal Allowance

12.2.1 Hot/Cold Drinks: The Town agrees to pay for the rental of a machine designed for heating/cooling of drinking liquids.

12.2.2 Overtime Meal Allowance: Should an employee be required to work either eight continuous hours outside the normal workday or twelve continuous hours (and for every eight continuous hour period afterward), the Town shall reimburse said employee a meal allowance of \$7.50 and shall be paid within two pay periods of the overtime worked.

13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 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.

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

The grievance must be submitted, in writing, to the Town Supervisor within thirty calendar days from knowledge of the alleged grievance, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Town Supervisor shall meet with the designated Unit President and the aggrieved employee(s). Within seven calendar days after the meeting, the Town Supervisor shall issue a written response to the grievance, which shall be given to the designated Unit President.

13.1.3 Step Two – Binding Arbitration: In the event the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to arbitration by filing a demand for arbitration with the Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be submitted within thirty calendar days of receiving the Step One response or when the Step One response should have been received.

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

13.1.5 Costs of Arbitration: The Town and the Union shall share the cost of the arbitrator equally.

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

13.2 Disciplinary Procedure

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

13.2.2 Rights to Union Representation: An employee who is called for purposes of investigating a matter that could lead directly to discipline, may, if the employee so chooses, request the presence of a Union representative during the interrogation. The Superintendent of Highways, or whoever is conducting the investigation, shall notify the employee of the employee's right to have a Union representative present at the meeting.

13.2.3 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the Unit President and Labor Relations Specialist. No penalty may be imposed (including sending an employee home without pay) until the Notice of Discipline has been served.

13.2.4 Disciplinary Hearing: In the event the Union disagrees with the disciplinary action, the Union may appeal the matter to the Town Supervisor; or, in cases of an unpaid suspension or termination of employment, the Union may elect to waive this step and proceed to arbitration (see 13.2.5). The appeal must be submitted, in writing, within seven calendar days from receiving the Notice of Discipline.

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

13.2.5 Appeal of Disciplinary Action: In the event the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be submitted within fourteen calendar days of receiving the Step Two response or when the Step Two response should have been received.

13.2.6 Conduct of Arbitration: All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law.

13.2.7 Costs of Arbitration: The Town and the Union shall share the cost of the arbitrator equally.

13.2.8 Time Limits: The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the Town Supervisor.

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

14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2012 through December 31, 2014, unless otherwise agreed to by the parties.

14.2 Complete Agreement

14.2.1 Zipper Clause: This Collective Bargaining Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to the Collective Bargaining Agreement.

14.2.2 Past Practices: Any past practice may not be submitted to the grievance and arbitration procedure under 13.1, rather, the Union may submit the matter to “mediation-arbitration” in accordance with the rules and regulations of the State of New York Public Employment Relations Board. The Town recognizes the right of the Association to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

14.3 Savings Clause

14.3.1 Should any provision of this Collective Bargaining Agreement be found contrary to any applicable federal or state statute or any other applicable law and thus unlawful by virtue of such finding, then that provision and that provision only shall be deemed null and void. All other provisions of this Agreement shall remain in full force and effect.

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

14.4 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.

14.5 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on August 23, 2012.

**TOWN OF TICONDEROGA
INC.**

CIVIL SERVICE EMPLOYEES ASSOCIATION,

**Deb Malaney
Town Supervisor**

**Tami Williams
Labor Relations Specialist**

**Michael A. Richardson
Labor Relations Consultant**

**Eric Senneville
Bargaining Unit**

**Farrelly Ezzo
Bargaining Unit**