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BC/9193

# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

## **TOWN OF TUSTEN**

and the

## **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 363**

**Water & Sewer Bargaining Unit**

**October 8, 2019 – December 31, 2022**

10/8/19 - 12/31/22

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# **1 PREAMBLE**

## **1.1 Notice of Agreement**

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Tusten, hereinafter referred to as the "Town", and the International Brotherhood of Electrical Workers Local 363, hereinafter referred to as the Union".

## **1.2 Management Rights**

**1.2.1** Subject to the provisions of this Collective Bargaining Agreement, and to the retention by the Town of rights ordinarily exercised by management, the Town Board shall have the exclusive right to manage and direct the work forces and operations of the employees in the bargaining unit including, but not limited to, the right to: direct the work forces; establish and change reasonable rules and regulations; establish or change methods, processes, or equipment; determine the extent to which the Town facilities shall be operated; determine the size of the work force; hire new employees; determine the qualifications of employees; discipline, discharge, layoff; assign, promote, demote, and transfer employees; determine and effectuate personnel policies; establish work schedules; require the taking of such written test, physical condition and ability to perform duties as it desires, provided that no such test or tests shall be required for the purpose of discriminating against Union employees.

## **1.3 Union Rights**

**1.3.1 Recognition:** The Town recognizes the International Brotherhood of Electrical Workers Local 363 as the sole and exclusive bargaining agent for all full-time employees of the Water and Sewer departments of the Town of Tusten who regularly perform year-round work operating, repairing, and maintaining water and sewer facilities.

**1.3.2 Regular Full-time:** A "regular full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

**1.3.3 Regular Part-time:** A "regular part-time employee" will mean and refer to an employee who is regularly scheduled to work less than forty hours per week throughout the year.

**1.3.4 Temporary:** For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean and refer to someone who is called in to work on an as needed basis (including someone who is replacing another employee on an approved leave of absence) or who is employed to work on a special or emergency basis for a specified period, consistent with the Civil Service Law as applicable and will not be eligible for benefits provided through this collective bargaining agreement.

**1.3.5 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 and will not be eligible for benefits provided through this collective bargaining agreement.

## **1.4 Union Dues**

**1.4.1 Union Membership:** An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Town agrees to deduct Union dues from the wages of its employees in the bargaining unit who are Union members for the Union, as said employees individually and voluntarily authorize the Town to deduct same. The Town will deduct and remit the dues, initiation fees, and/or assessments in accordance with 1.4.2, below. This authority shall be continuous while the employee is employed by the Town or until withdrawn by written notice. Any employee may withdraw authorization by giving written notice, which must be received by the Town and the Union at least thirty calendar days prior to the effective pay period.

**1.4.2 Union Dues:** The Town will deduct membership dues from the pay of each employee at the close of each pay period and remit the sum to the Union on a monthly basis. The Union shall notify the Town of the amount to be deducted.

**1.4.3 Indemnification Clause:** The Union, on its own behalf, and on behalf of each employee authorizing dues deductions, hereby releases the Town, its officers, agents and employees, from any and all liability whatsoever for the use or application of dues after such monies have been deducted and remitted to the Union at their business address.

## **1.5 Leave for Contract Administration**

**1.5.1 Investigation and Presentation of Grievances:** The Shop Steward will be allowed release time, without loss of pay or leave credits, for the following activities: to investigate and present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the State of New York Public Employment Relations Board.

**1.5.2 Requests for Release Time:** Requests for the use of release time shall be made to the Town Supervisor as far in advance as possible. Requests will not be unreasonably denied.

## **1.6 Leave for Negotiations**

**1.6.1 Eligible Employees:** Unless otherwise agreed to by the parties, at any one time no more than one employee designated by the Union will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

## **1.7 Access to Town Premises**

**1.7.1 Union Representatives:** The Union and its designated representatives shall have the sole and exclusive right with respect to any other employee organization to visit members of the bargaining unit, during working hours, to administer this Collective Bargaining Agreement and to explain Union-sponsored benefits and programs. The Union representative will notify the Town Supervisor prior to the visit, with a minimum of one day advance notice. Such visit shall be approved on the condition that it not interfere with the operational needs of the Water and Sewer Department.

## **2 PERSONNEL PROCEDURES**

### **2.1 Probation**

**2.1.1 Length of Probationary Period:** The probationary period for an employee appointed to a position in the competitive class, non-competitive class, or labor class will be in accordance with the rules and regulations of the local Civil Service agency.

### **2.2 Layoff & Recall**

**2.2.1 First to be Laid Off:** In the event of a reduction in the number of positions in a job title in the competitive class non-competitive class, or labor class, layoff will be in accordance with the rules and regulations of the local Civil Service agency.

**2.2.2 Recall to Same Job Title:** In the event there is a vacancy in the job title in the competitive class, non-competitive class, or labor class where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service agency.

**2.2.3 Notice of Recall to Same Job Title:** The Town will notify the laid-off employee of the vacancy in 2.2.2 by means of certified mail sent to the employee's last known address. In the event a laid-off employee in the non-competitive or labor class does not respond within fourteen calendar days from the date the notice was mailed, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

**2.3.4 Duration of Recall Rights:** An employee in the non-competitive or labor class who is laid off will be eligible for recall under 2.2.2, above, for up to two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the Water and Sewer Department nor have any recall rights to a position within the Water and Sewer Department.

### **2.3 Personnel File**

**2.3.1 Location of Files:** Original 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. 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.

**2.3.2 Employee Access:** A current employee may review and copy the contents of the employee's own personnel file. Certain documents such as attorney work products, confidential memorandums, letters of reference, and unsolicited complaints will be kept in a separate "Town file", which the employee will not have access to. The employee must make an appointment with the Town Supervisor. The appointment will be available within a reasonable period of time. Someone designated by the Town Supervisor must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Town Supervisor, or designee, except, the employee has the right to provide a response to any document that the employee contests as either unfair or incorrect.

## **3 HOURS OF WORK**

### **3.1 Work Schedule**

**3.1.1 Workday:** The Town will establish an employee's scheduled hours of work to meet the particular needs and requirements of the department. The regular hours of work each day shall be consecutive. Once established, the beginning and ending of an employee's normal workday will not be changed without an advance written notice of at least fifteen calendar days.

**3.1.2 Workweek:** The Town will establish an employee's scheduled days of work, which may differ from the normal days of operation to meet the particular needs and requirements of the department. Once established, the employee's scheduled days of work will not be changed without an advance written notice of at least fifteen calendar days.

**3.1.3 Time Records:** An employee must record all hours worked in each workday in a manner to be determined by the Town Board.

### **3.2 Additional Hours of Work**

**3.2.1 Requirement/Approval:** The Town may require an employee to work beyond the employee's scheduled work hours.

An employee is not to work additional hours beyond the employee's scheduled work hours without authorization from the Town Supervisor.

### **3.3 Meal & Rest Periods**

**3.3.1 Meal Periods** A full-time employee will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods will normally be in the middle of the employee's workday. Meal periods will be designated by the Department Head in accordance with the needs and requirements of the department.

**3.3.2 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 may not work through the meal period to make up lost work time. 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.

**3.3.3 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.

Rest periods must be approved by the Department Head in accordance with the needs and requirements of the department. Unless otherwise directed by the Department Head all rest periods must be taken at the work-site and may not exceed the time allowed. 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.



## 4 COMPENSATION

### 4.1 Wage Rates

**4.1.1 Pay Schedule:** The base wage rates shall be as follows, which reflects increases of two percent on January 1, 2020, two percent on January 1, 2021, and two percent on January 1, 2022.

	10/1/2019	1/1/2020	1/1/2021	1/1/2022
Water Treatment Plant Operator (lead position)	\$21.08	\$21.50	\$21.93	\$22.37
Water Treatment Plant Operator	\$19.62	\$20.01	\$20.41	\$20.82
Waste Water Treatment Plant Operator (lead position)	\$21.08	\$21.50	\$21.93	\$22.37
Waste Water Treatment Plant Operator	\$19.62	\$20.01	\$20.41	\$20.82

**4.1.2 Stipend for Additional Licenses:** An operator will receive an additional two dollars (\$2.00) added to the above pay schedule for each grade of certification. [Note: There are four levels of sludge certification and six grades of water certification based on the size and complexity of the different systems].

### 4.2 Premium Pay for Overtime

**4.2.1 Overtime Rate:** An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time *worked* over forty hours in a given workweek.

**4.2.2 Credit for Paid Leave:** Holidays, vacation leave, and jury duty leave will be included as time worked in the computation of overtime. Sick leave, personal business leave, bereavement leave, will not be included as time worked in the computation of overtime.

### 4.3 Call-In Pay

**4.3.1 Compensation:** An employee who is called back to work after normal working hours that are in addition to and do not attach to the employee's regular working hours, will be guaranteed at least two hours of work. In the event the employee does not work the full two hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

"Scheduled testing" on Saturday and Sunday does not qualify for this "call-in pay" provision.

**4.3.2 Start Time:** The pay for an employee who is called out for after-hours duty will begin when the employee arrives at the facility or the assigned worksite, as the case may be.

**4.3.3 Pagers:** An employee may be required to carry a pager from time to time with no additional compensation.

## 4.4 Pay Period

**4.4.1 Payroll Period:** Wages will be paid every two weeks. The payroll period will begin Monday at 12:01 a.m. and end fourteen calendar days later on Sunday at 11:59 p.m. Paychecks will be issued on the Wednesday 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.

## 5 PAID LEAVE

### 5.1 Holidays

**5.1.1 Designated Holidays:** The holidays listed below will be observed on the date designated by the **Town Board in December** of each year for the upcoming year.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

**Group Floating Holidays:** In addition to the designated holidays listed in 5.1.1, all employees will receive four "group floating holidays" each calendar year. Each floating holiday must be taken by the entire Water and Sewer Department. The dates these floating holidays occur will be determined each year by mutual agreement between the Town Supervisor and the employees in the Water and Sewer Department. Each floating holiday must be used in whole-day increments.

**5.1.2 Holiday Pay Eligibility:** Full-time employees are eligible for paid holidays upon hire.

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

**5.1.4 Holiday Pay (Assigned to Work):** A full-time employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay".

**5.1.5 Holiday Pay Requirements:** An employee must work the employee's *scheduled* workday before and the employee's *scheduled* workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is a Monday and the employee is *scheduled* to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive holiday pay for the Monday, unless the employee is on a previously scheduled paid vacation, paid personal business leave, bereavement leave, or jury duty leave.

**5.1.6 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.

## 5.2 Vacation Leave

**5.2.1 Allowance (monthly accrual):** A full-time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

	CREDITS PER MONTH
Upon hire	3.33 hours (equals 40 hours/year)
Upon start of 2 <sup>nd</sup> year of service	6.67 hours (equals 80 hours/year)
Upon start of 5 <sup>th</sup> year of service	8.00 hours (equals 96 hours/year)
Upon start of 10 <sup>th</sup> year of service	10.50 hours (equals 126 hours/year)
Upon start of 15 <sup>th</sup> year of service	12.00 hours (equals 144 hours/year)
Upon start of 20 <sup>th</sup> year of service	13.33 hours (equals 160 hours/year)

For example, an employee who has completed one year of continuous service on February 26<sup>th</sup> will see an increase in the number of hours credited from 3.33 hours per month to 6.67 hours per month on March 1<sup>st</sup>; similarly, an employee who has completed nine years of continuous service on October 5<sup>th</sup> will see an increase from 8 hours per month to 10.5 hours per month on October 1<sup>st</sup>.

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

**5.2.3 Accrual During Leaves of Absence:** An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of fifteen days in the calendar month.

**5.2.4 Accumulation:** An employee may accumulate vacation leave credits to a maximum of one-hundred and sixty hours. Any vacation credits in excess of one-hundred and sixty hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

**5.2.5 Annual Buy-Back:** An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment 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.

**5.2.6 Scheduling:** An employee must receive prior approval from the Town Supervisor to take vacation leave. The request must be submitted, in writing, to the Town Supervisor at least two weeks in advance. The Town Supervisor will have total discretion in the approval of vacation leave, which may not be unreasonably denied. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Vacation leave must be used in "half-day" increments. An employee may take vacation leave only after it has been credited.

**5.2.7 Termination of Employment:** An employee who resigns, retires, or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.

### **5.3 Sick Leave**

**5.3.1 Allowance (monthly accrual):** A full-time employee will be credited with eight hours of paid sick leave after completion of each month of employment.

**5.3.2 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 a full-time employee will be credited with forty-eight hours of paid sick leave.

**5.3.3 Accrual During Leaves of Absence:** An 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, *excluding* an unpaid leave of absence due to a Workers' Compensation claim.

**5.3.4 Accumulation:** Employees may accrue up to thirteen hundred and twenty hours (165 eight-hour days) of sick leave. Any sick leave credits in excess of the maximum will be cancelled.

**5.3.5 Use of Sick Leave:** An employee may use sick leave credits for an illness or injury that inhibits the employee's ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave accruals may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

**5.3.6 Family Sick Leave:** An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

**5.3.7 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must personally notify the Town Supervisor at least thirty minutes before the employee's scheduled reporting time. 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.

**5.3.8 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 or to have used an excessive amount of sick leave.

The Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

**5.3.9 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.

**5.3.10 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.

## **5.4 Personal Business Leave**

**5.4.1 Allowance (front-loaded):** A full-time employee will be credited with sixteen hours of paid personal business leave on January 1<sup>st</sup> of each year for use during the following twelve months.

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

**5.4.3 Accumulation:** An employee may not accumulate personal business leave credits. Any personal business 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 Use of Personal Business Leave:** An employee may use personal business leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

**5.4.5 Scheduling:** An employee must receive prior approval from the Town Supervisor to take personal business leave. The request must be submitted, in writing, at least twenty-four hours in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Town Supervisor will have total discretion in the approval of personal business leave. Personal business leave credits may not be used in increments of less than one hour. An employee may take personal business leave only after it has been credited.

**5.4.6 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 business leave.

## **5.5 Bereavement Leave**

**5.5.1 Immediate Family:** In the event of a death of a full-time employee's immediate family member, the employee may take a leave of absence, without loss of pay or leave credits, for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, immediate family shall be the employee's spouse, children, parents, grandchildren, spouse's parents.

## **5.6 Jury Duty**

**5.6.1 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 leave of absence without loss of pay or leave credits.

**5.6.2 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 Town Supervisor.

**5.6.3 Return to Duty:** In the event the employee is released from jury duty on a given day and there are three 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.

## **6 UNPAID LEAVE**

### **6.1 Leaves of Absence Without Pay**

**6.1.1 General Terms:** Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, personal illness, family responsibilities, and education.

**6.1.2 Request for Unpaid Leave:** The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

**6.1.3 Conditions of Leave:** The Town Board will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.

**6.1.4 Return to Work:** An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice to the Town Supervisor (including verbal notice) or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

## 7 MEDICAL

### 7.1 Medical Insurance

**7.1.1 Eligibility:** The Town will make available a medical insurance plan and a prescription drug plan to each full-time employee and the employee's eligible family.

**7.1.2 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.

**7.1.3 Change in Insurance Plans:** The Town Board may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan's benefit structure and provider network are substantially equivalent to the then current plan.

**7.1.4 Premium Payment:** The Town will pay **eighty percent** of the cost of the individual or family health insurance premiums, as the case may be. The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck.

### 7.2 Medical Insurance Buy-Out

**7.2.1 Eligibility:** A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a 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 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 either enroll in two individual plans or one two-person or family plan and will not be eligible for this buy-out.

**7.2.2 Amount of Buy-Out:** The employee will receive thirty-five percent of the Town's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Town is contributing 80% of a \$15,000 premium for family coverage, the amount of the buy-out would be 35% of \$11,600, or \$4060. The buy-out is subject to applicable taxes.

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

**7.2.4 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.

## **8 DISABLED EMPLOYEES**

### **8.1 Workers' Compensation Insurance**

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

**8.1.2 Use of Leave Credits:** An employee may draw from the employee's sick leave credits, then personal business leave credits, and then vacation leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. 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.

**8.1.3 Continuation of Medical Insurance:** 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 provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue medical insurance coverage in accordance with COBRA.

### **8.2 Short-Term Disability Insurance**

**8.2.1 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.

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

**8.2.3 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal business leave credits to supplement short-term disability.

**8.2.4 Continuation of Medical Insurance:** An employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.



### **8.3 Transitional Duty Program**

**8.3.1 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 Supervisor 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.

**8.3.2 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.

**8.3.3 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.

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

**8.3.5 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.

**8.3.6 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 or NYS Disability insurance carrier, as the case may be, for a benefit determination.

## **9 GENERAL PROVISIONS**

### **9.1 Work Accouterments**

**9.1.1 Uniforms:** The Town will provide a uniform service consisting of eleven sets of shirts and pants per year, and regular cleaning, at no cost to the employees. The Town will also supply to each employee work gloves and rainwear.

**9.1.2 Clothing & Work Boot Allowance:** Each calendar year, the Town will reimburse each employee with for up to two-hundred dollars (\$200) for work boots and winter-wear. Payment will be made on presentation of a receipt.

### **9.2 Recovery of Training Costs**

**9.2.1 Training Costs:** In the event an employee should *voluntarily* terminate employment with the Town of Tusten during the thirty-six months immediately following completion of the certification training courses for which the costs were paid by the Town, the employee shall repay the Town for the costs:

During the first twelve months: 100%

During the second twelve months: 66%

During the third twelve months: 33%

### **9.3 Random Drug & Alcohol Testing**

**9.3.1 General Terms:** Each employee is subject to random drug testing.

## **10 DUE PROCESS PROCEDURES**

### **10.1 Grievance Procedure**

**10.1.1 Informal Resolution of Disputes:** In the event informal means of resolving differences between the Town and its employees fail, the following procedure shall be used to resolve such differences.

**10.1.2 Definition of Grievance:** For the purposes of this Collective Bargaining Agreement, a grievance shall mean any violation, misinterpretation, or improper application of the expressed provisions of this Collective Bargaining Agreement.

**10.1.3 Step One - Formal Grievance:** The Union may file a formal complaint on behalf of an aggrieved employee(s) with the Town Supervisor. The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought. The grievance shall be filed within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

The Town Supervisor shall render a written decision within fourteen calendar days of receipt, which will be given to the Unit President, or designee.

**10.1.4 Step Two - Appeal:** If the response at Step One is unsatisfactory, the Union may present it, in writing, to the Town Supervisor within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

The Town Supervisor shall render a written decision within fourteen calendar days of receipt, which will be given to the Unit President, or designee.

**10.1.5 Step Three - Binding Arbitration:** If the decision at Step Two is unsatisfactory, within thirty calendar days from receiving the Step Two response or when the Step Two response should have been received the Union may appeal the decision by applying to the Public Employment Relations Board for an arbitration hearing pursuant to the rules of the Public Employment Relations Board.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision of the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement. The Town and the Union shall share the fees of the arbitrator equally.

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

## **10.2 Corrective Action and Discipline**

**10.2.1 Due Process Procedures:** Employees covered by Section 75 of New York State Civil Service Law will be disciplined in accordance with the procedures contained therein.

**10.2.2 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.

## **11 APPLICATION OF AGREEMENT**

### **11.1 Duration of Agreement**

**11.1.1** This Collective Bargaining Agreement shall be effective from October 8, 2019 through December 31, 2022, unless otherwise agreed to by the parties.

### **11.2 Savings Clause**

**11.2.1** Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

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

### 11.3 Complete Agreement

**11.3.1 Past Practices:** 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 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.

**11.3.2 Amendments to Agreement:** This Collective Bargaining Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, in the same manner as this Collective Bargaining Agreement and by action of the Town Board.

### 11.4 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.

### 11.5 Execution of Agreement

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

**TOWN OF TUSTEN**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 363**

\_\_\_\_\_  
**Carol Ropke Wingert**  
Town Supervisor

\_\_\_\_\_  
**Sam Fratto**  
Business Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Michael A. Richardson**  
Labor Relations Consultant

\_\_\_\_\_  
**Frank Perugino**  
Assistant Business Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_