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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**TOWN OF COLESVILLE**

and the

**TEAMSTERS LOCAL 693**

January 1, 2012 – December 31, 2012

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# 1 PREAMBLE

## 1.1 Collective Bargaining Agreement

**1.1.1 Parties to Agreement:** This is a Collective Bargaining Agreement entered into by and between the Town of Colesville, hereinafter referred to as the "Town" and/or the "Employer", and Teamsters Local 693 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (I.B.T.), AFL-CIO, hereinafter referred to as the "Union", under Article 14 of the Public Employment Relations Act of the State of New York.

**1.1.2 Purpose and Intent:** The general purpose of this Collective Bargaining Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Town, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Town's success in establishing a proper service to the community. To these ends, the Town and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

## 1.2 General Provisions

**1.2.1 No Discrimination:** The Union agrees as a condition of recognition given by the Town, not to discriminate in the representation of all of the employees within the bargaining unit, whether members of the Union or not.

**1.2.2 No Strike:** The Union agrees as a condition of recognition given by the Town, not to encourage a strike, slow-down, or other work stoppage or to cause, instigate, encourage or condone the same and any violation shall be subject to all of the sanctions and penalties of law.

**1.2.3 No Lockout:** The Town agrees that there shall be no lockout of employees during the term of this Collective Bargaining Agreement.

# 2 BARGAINING UNIT

## 2.1 Recognition

**2.1.1 Recognition Clause:** The Town of Colesville hereby recognizes Teamsters Local 693 as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Collective Bargaining Agreement for all employees of the Highway Department identified in 2.1.2 below.

**2.1.2 Bargaining Unit:** Included in the bargaining unit are all full-time employees of the Highway Department, including the working foreman. Excluded from the bargaining unit are the Superintendent of Highways, Deputy Superintendent of Highways, and all part-time employees, clerical employees, temporary employees, seasonal employees, and supplemental employees.

**2.1.3 Other Agreements:** The Town will not enter into any agreement or contract with employees recognized by this Collective Bargaining Agreement, individually or collectively, which in any way conflicts with the terms and conditions of this Collective Bargaining Agreement. Any such agreement shall be null and void.

## **2.2 Definitions**

**2.2.1 Full-Time Personnel:** For the purpose of this Collective Bargaining Agreement, a “full-time employee” shall mean and refer to an employee who is regularly scheduled to work a minimum of forty hours per week.

**2.2.2 Part-Time Personnel:** For the purpose of this Collective Bargaining Agreement, a “part-time employee” shall mean and refer to someone who is regularly scheduled to work less than thirty hours per week. The Town will not employ part-time personnel who are regularly assigned to work between thirty and forty hours per week.

**2.2.3 Temporary Personnel:** For the purpose of this Collective Bargaining Agreement, a “temporary employee” shall mean and refer to someone employed to work on a special or emergency project for a specified period.

**2.2.4 Seasonal Personnel:** For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean and refer to someone employed to work for a given season for the purpose of mowing or other traditional summer duties, or to assist in snow removal.

**2.2.5 Supplemental Personnel:** For the purpose of this Collective Bargaining Agreement, a “supplemental employee” shall mean and refer to someone who is called in to work on an as-needed basis.

## **2.3 Others Performing Bargaining Unit Work**

**2.3.1 Supervisors:** The Superintendent of Highways may perform bargaining unit work to meet the operating needs of the department.

**2.3.2 Public Assistance Recipients:** The Town may utilize public assistance recipients who are enrolled in employment and training programs and community service volunteers to perform manual labor such as cleaning, maintenance, and painting.

## **3 MANAGEMENT RIGHTS**

### **3.1 Management Rights**

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

## **4 UNION RIGHTS**

### **4.1 General Provisions**

**4.1.1 Bulletin Board:** The Town will provide a bulletin board and permit the Union to post notices and other materials pertaining to the official business of the Union.

**4.1.2 Inspection Privileges:** Authorized agents of the Union shall have access to the premises of the Town for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Collective Bargaining Agreement is being adhered to, provided such representatives do not unduly interfere with the performance of duties assigned to the employees.

### **4.2 Union Membership/Agency Shop**

**4.2.1 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 and the Town shall deduct and remit the dues in accordance with 4.2.3, below. The Town assumes no obligation with respect to obtaining authorization cards, it being understood that this is a duty and obligation of the Union.

**4.2.2 Agency Shop:** An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town shall deduct and remit the service fee in accordance with 4.2.3, below.

**4.2.3 Dues/Fees:** The Town shall deduct membership dues or agency shop fees, as the case may be, from the pay of each employee. That amount will be deducted on a bi-monthly basis and remitted to the Union at the end of each month.

**4.2.4 Indemnification Clause:** The Union shall indemnify and save the Town harmless from any and all loss, damage, claims or expense it may incur resulting from the deductions of membership dues or agency shop fees.

### **4.3 Stewards**

**4.3.1 Designation:** The Union has the right to designate a steward and alternate steward to act in the absence of the steward.

**4.3.2 Release Time:** The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities: a) to investigate and present grievances and arbitrations; b) to post notices; c) to participate in collective bargaining negotiations and conferences with the Town. Such leave shall be without loss of pay or leave credits.

**4.3.3 Requests for Release Time:** Requests for the use of release time shall be made to the Superintendent of Highways as far in advance as possible. The Superintendent of Highways shall have the sole discretion in granting release time; however, such requests shall not be unreasonably denied. A steward requesting such release time shall not leave the worksite until the Superintendent of Highways has approved the leave.



## **5 EMPLOYEE RIGHTS**

### **5.1 Seniority**

**5.1.1 Bargaining Unit Seniority:** Seniority shall be determined by the employee's length of continuous service as a full-time employee in the Highway Department. Length of service shall begin with the employee's last date of hire. In the event two or more employees have the same date of hire, such employees shall have their individual seniority determined by lot.

**5.1.2 Leave of Absence:** An employee shall not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave shall not be considered as a break in "continuous service", however, the employee's anniversary date shall be extended for a period equivalent to the time of such leave.

**5.1.3 Workers' Compensation:** An employee who is on an unpaid leave of absence due to a Workers' Compensation claim shall continue to accrue seniority as if the employee was in regular pay status. Such leave shall not be considered as a break in "continuous service" and the employee's anniversary date shall not be adjusted.

### **5.2 Layoff Procedure**

**5.2.1 First to be Laid Off:** In case of a layoff, employees in the effected job title shall be laid off in reverse order of seniority, provided the senior employee is qualified to replace the laid off employee.

**5.2.2 Notice of Layoff:** The Town shall provide an employee who is to be laid off with written notice of the layoff at least fourteen calendar days prior to the effective date of the layoff. If not, the Town shall pay the employee the equivalent of one day's pay at the employee's regular daily rate of pay for each day short of the fourteen calendar days.

**5.2.3 New Hires:** No new employee shall be hired into a job title where a layoff has occurred until all employees in the effected job title who are on lay-off status have been given the opportunity to return to work.

### **5.3 Recall Procedure**

**5.3.1 Recall Rights:** When the workforce in the effected job title where a layoff has occurred is increased after a lay-off, employees in that job title shall be recalled based upon their seniority prior to the layoff. Call back of employees shall be by seniority and qualifications for the job.

**5.3.2 Notice of Recall:** Notice of recall shall be sent to the employee at the employee's last known address by certified mail. If the employee fails to report for work within fourteen calendar days from the date of attempted delivery, the employee shall be considered to have resigned and the employee shall forfeit all future recall rights.

## **5.4 Probationary Period**

**5.4.1 Length of Probationary Period:** Except as otherwise provided in the Broome County Personnel Department *Rules for the Classified Service*, an employee's original appointment to a position in the non-competitive or labor class will be for a probationary period of not less than eight nor more than twenty-six weeks.

**5.4.2 Successful Completion of Probationary Period:** An employee's appointment will become permanent upon written notice that the probationary period has been successfully completed following the minimum period of service required. Or, the employee's appointment will become permanent upon the retention of the employee after completion of the maximum period of service required.

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

## **5.5 Personnel Files**

**5.5.1 Change in Status:** An employee must immediately notify the Bookkeeper of a change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

**5.5.2 Employee Access:** An employee may review and copy the contents of the employee's own personnel file, with exception of letters of reference. The employee must make an appointment with the Town Supervisor or Bookkeeper. The Town Supervisor or Bookkeeper must be present when the employee inspects the file. The employee may not place any material in the file without the approval of the Town Supervisor. Copies of records contained in an employee's personnel file may not be released to a third party without the written consent of the employee, unless federal, state or local law require otherwise.

## **5.6 Performance Appraisals**

**5.6.1 Purpose:** The purpose of performance appraisal is to evaluate an employee's performance. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance.

**5.6.2 Frequency:** An employee will be formally evaluated once each year. Informal evaluations will occur on an as needed basis.

**5.6.3 Post-evaluation Conference:** After an evaluation, the Superintendent of Highways will meet with the employee to review the employee's performance appraisal report.

**5.6.4 Deficiencies:** Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

**5.6.5 Employee Reply:** An employee's written reply, if any, will be attached to the performance appraisal report.

## 6 HOURS OF WORK

### 6.1 Work Schedule

**6.1.1 Regular Workday:** The Superintendent of Highways will establish the beginning and ending times of normal operation. The Superintendent of Highways will establish the employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the Highway Department.

**6.1.2 Regular Workweek:** The Superintendent of Highways will establish the days the Highway Department will conduct business and/or perform services. Full-time employees will be scheduled to work Monday through Friday.

**6.1.3 Assignment of Overtime:** An employee must receive prior approval from the Superintendent of Highways, or designee, before working additional hours.

In the event there is an opportunity to work additional hours for snow removal or emergency road conditions, the opportunity will first be offered to those employees who are normally assigned to that route.

In the event there is an opportunity to work additional hours for reasons other than snow removal or emergency road conditions, and is not a continuation of the normal workday, the opportunity will first be offered on a rotational basis to full-time employees in that job title who are qualified to do the work.

In the event an insufficient number of full-time employees do not volunteer, the work will then be offered to part-time, seasonal, or supplemental employees who are qualified to do the work.

In the event an insufficient number of part-time, seasonal, or supplemental employees do not accept the work, the Superintendent of Highways may require full-time employees to do the work, starting with the least senior full-time employee provided the employee is qualified to do the work.

In the event the Town makes an error in the assignment of additional hours, the Town shall offer the employee who should have been offered the additional hours the next opportunity to work additional hours.

### 6.2 Notification of Absences

**6.2.1 Notification of Tardiness:** An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the Superintendent of Highways at least thirty minutes before the employee's scheduled starting time.

**6.2.2 Notification of Absence:** In the event an employee is unable to report to work, the employee must notify the Superintendent of Highways each day of the absence and state the reason for the absence. In the event the absence was pre-authorized, this requirement will be waived.

**6.2.3 Notification of Sick Leave:** In the event an employee must take sick leave, such employee must notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time. The notification must be made personally by leaving a message on an answering device, unless the Superintendent of Highways directs the employee to call directly. 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.

**6.2.4 Early Departure:** In the event an employee must leave work during the workday, the employee must notify the Superintendent of Highways prior to leaving.

### **6.3 Meal and Rest Periods**

**6.3.1 Meal Period:** An employee who is scheduled to work more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes.

**6.3.2 Approval of Meal Periods:** Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the Highway Department. Meal periods must normally be taken in the middle of the employee's workday.

**6.3.3 Rest Breaks:** An employee will receive a paid, duty-free rest break of fifteen minutes to be taken in the morning. An employee who chooses not to take a rest break will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. With the approval of the Superintendent of Highways, an employee may leave the worksite during a rest break.

### **6.4 Time Records**

**6.4.1 Procedures:** An employee must comply with the following procedures regarding the completion of time records: 1) All time worked, including the beginning and ending time, must be recorded; and, 2) All paid and unpaid leaves of absence must be recorded.

In extenuating circumstances where an employee is not able to complete the employee's own time record, the Superintendent of Highways may complete the time record for the employee. The Superintendent of Highways will notify the employee of the information submitted and provide the employee with a copy.

## **7 COMPENSATION**

### **7.1 Base Wage & Longevity**

**7.1.1 Pay Schedule:** The schedule set forth below will be the applicable schedule for the period January 1, 2012 through December 31, 2012, which reflects increases of two percent on January 1, 2012

<b>Job Title</b>	<b>Job Rate</b>
MEO	\$18.28

A newly hired full-time employee will receive two dollars less than the job rate during the first three months of employment and then one dollar less than the job rate until completion of six months of employment. The working foreman will receive fifty cents above the job rate for full-time employees.

**7.1.2 Longevity Increases:** An employee who has completed five years of service will be eligible for an annual longevity bonus of \$104, which will be paid in a separate lump-sum check on the employee's anniversary date. An employee who has completed ten years of service will be eligible for an annual longevity bonus of \$208, which will be paid in a separate lump-sum check on the employee's anniversary date. An employee who has completed twenty years of service will be eligible for an annual longevity bonus of \$416, which will be paid in a separate lump-sum check on the employee's anniversary date.

## **7.2 Premium Pay for Overtime**

**7.2.1 Authorization:** An employee must receive prior approval from the Superintendent of Highways, or designee, before working beyond the employee's normal workday or workweek.

**7.2.2 Premium 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 eight hours in a given workday or forty hours in a given workweek.

**7.2.3 Compensatory Time:** An employee will have the option of receiving "compensatory time" in lieu of paid overtime. When such employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. An employee must receive prior approval from the Superintendent of Highways to take compensatory leave.

**7.2.4 Maximum Accumulation of Compensatory Time:** An employee who is eligible for compensatory time may accumulate up to forty hours in compensatory leave credits. In the event an employee accrues more than forty hours of compensatory leave credits, the employee must either use the excess compensatory leave credits within the pay-period in which it is earned or take paid overtime. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

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

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

## **7.3 Call-Out Pay**

**7.3.1 Compensation:** An employee who is called out for emergency duty which is in addition to, and does not attach to, the employee's regular working hours, will receive premium pay at a rate of one and one half times the employee's regular rate of pay for a minimum of two hours or for the hours actually worked, whichever is greater.

**7.3.2 Start Time:** The pay for an employee who is called out for overtime duty (whether regular overtime or for emergency duty) will begin when the employee arrives at the Highway Garage.

## **7.4 Pay Period**

**7.4.1 Payroll Period:** The payroll period will begin Sunday at 12:01 a.m. and end fourteen calendar days later on Saturday at 12:00 midnight. An employee's paycheck will be based on the amount earned during the preceding payroll period.

**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.

## 8 PAID LEAVE

### 8.1 Holidays

**8.1.1 Designated Holidays:** The Town of Colesville will observe the following holidays and any other days so designated by the Town Board.

- New Year's Day
- Independence Day
- Opening Day\*
- Good Friday
- Labor Day
- Thanksgiving Day
- Memorial Day
- Columbus Day
- Christmas Day

\* the first day of big game hunting season

**8.1.2 Holiday Occurs on a Weekend:** In the event a designated holiday occurs on a Saturday, the holiday will be observed on the preceding Friday. In the event a designated holiday occurs on a Sunday, the holiday will be observed on the following Monday. In the event that the first day of big game hunting season is on a Saturday, the holiday will be observed on the following Monday.

**8.1.3 Holiday Pay:** An active 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 Assigned to Work on a Holiday:** An employee assigned to work on a designated holiday will be paid for all hours worked at the employee's regular rate of pay plus "holiday pay". An employee assigned to work on Thanksgiving Day or Christmas Day will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay".

### 8.2 Vacation Leave

**8.2.1 Allowance:** An employee will be credited with the equivalent of **five days** of paid vacation leave after **one year** of continuous service, **ten days** of paid vacation leave after **two years** of continuous service, **fifteen days** of paid vacation leave after **seven years** of continuous service, and, after **twelve years** of continuous service, **one additional day** of paid vacation leave for each additional year of service up to a maximum of **twenty days**.

**8.2.2 Date Credited:** An employee will be credited on the employee's anniversary date for the vacation leave earned in the previous year.

**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 twelve months preceding the employee's anniversary date, **excluding** an unpaid leave of absence due to a Workers' Compensation claim, 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:** An employee may carry-over up to forty hours above the employee's annual allowance of vacation leave credits. Excess vacation leave credits over the maximum will be canceled. However, in the event an employee is not able to take scheduled vacation leave during the latter part of the calendar year due to no fault of the employee, vacation leave credits in excess of the maximum carry-over of forty hours may be carried into the first ninety calendar days of that next calendar year.

**8.2.5 Scheduling:** An employee may take vacation leave only after it has been credited. An employee must receive prior approval from the Superintendent of Highways to take vacation leave. The request must be submitted, in writing, to the Superintendent of Highways as far in advance as possible. The

Superintendent of Highways will have total discretion in the approval of vacation leave. Vacation leave credits may not be used in increments of less than four hours. The actual number of hours absent from work will be used to compute the number of hours charged against accumulated vacation leave credits.

**8.2.6 Holiday During Scheduled Vacation:** In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay for the day and the employee's vacation leave credits will not be charged for that day.

**8.2.7 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 notice, in writing, 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.

### **8.3 Sick Leave**

**8.3.1 Allowance:** An employee will be credited with four hours of paid sick leave each pay period.

**8.3.2 New Employee:** A newly hired employee will not be credited with sick leave credits until after completing six months of continuous employment, at which time such employee will be credited with fifty-two hours of paid sick leave.

**8.3.3 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, **excluding** an unpaid leave of absence due to a Workers' Compensation claim.

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

**8.3.5 Use of Sick Leave:** The employee may take paid sick leave only after it has been credited. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments, which cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour.

**8.3.6 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. The employee may be required to produce a medical certification issued by a health care provider that supports the need for family sick leave.

**8.3.7 Notification of Sick Leave:** In the event an employee must take sick leave, such employee must notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time. The notification must be made personally by leaving a message on an answering device, unless the Superintendent of Highways directs the employee to call directly. 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 abusing sick leave.

**8.3.9 Return to Work:** Before returning to work, an employee who was absent from work for three consecutive days due to an injury or illness must submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions.

**8.3.10 Use of Accumulated Sick Leave Credits:** An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits – Use of Sick Leave Credits *and* Workers' Compensation Benefits – Use of Sick Leave Credits).
- Continuation of medical insurance beyond the twelve weeks provided under the Family and Medical Leave Act (see Family and Medical Leave Policy). The Town will continue to contribute toward the monthly premium for as long as the employee is drawing on sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).

**8.3.11 Retirement Credit:** An employee may participate in the provision known as Section 41-j of the New York State Retirement System at the time of retirement. This provision allows an employee to receive pension credit for unused sick leave at the time of retirement up to a maximum of thirteen-hundred and twenty (1320) hours. 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.

**8.3.12 Termination of Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive cash payment for unused sick leave.

## **8.4 Personal Leave**

**8.4.1 Allowance:** An employee will be credited the equivalent of twenty-four hours of paid personal leave each year.

**8.4.2 Date Credited:** An employee will be credited on the first day of January of each year for the personal leave for the subsequent year.

**8.4.3 New Employees:** An employee hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment.

**8.4.4 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be canceled.

**8.4.5 Scheduling:** An employee may take personal leave only after it has been credited. An employee must receive prior approval from the Superintendent of Highways to take personal leave. Personal leave credits may not be used in increments of less than four hours.



**8.4.6 Termination of Employment:** An employee who resigns, retires, or is laid off will receive payment for unused personal 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 notice, in writing, 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 personal leave.

## **8.5 Bereavement Leave**

**8.5.1 Immediate Family:** In the event of a death of an employee's immediate family member, the employee may take a leave of absence for up to three consecutive days from the employee's regularly scheduled work without loss of pay or leave credits. One of the three days may be held for interment or memorial service at a later date.

**8.5.2 Definition of Immediate Family:** For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse
- Parent
- Spouse's Parent
- Grandchild
- Domestic Partner
- Child (including step, foster)
- Sibling
- Grandparent

**8.5.3 Extended Bereavement Leave:** An employee may use accumulated vacation leave credits, sick leave credits, and/or personal leave credits to extend bereavement leave. The request must be submitted to the Superintendent of Highway's.

## **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. Such leave will not be subtracted from any of the employee's 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 an 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 Family and Medical Leave**

**9.1.1 Town Policy:** The FMLA will take precedent if and when the Town employs fifty or more employees for twenty or more calendar workweeks in a current or preceding year. However, until such time, an employee who would otherwise be eligible for a leave of absence under FMLA may receive an unpaid leave of absence for a period of up to twelve weeks. The employee should refer to the Employee Handbook for details. The Town Board reserves the right to amend, modify, reduce or discontinue any or all of the Town's Family and Medical Leave Policy.

## **9.2 Extended Leave**

**9.2.1 Eligibility:** An employee may receive an unpaid leave of absence for events not covered by the Town's Family and Medical Leave Policy. The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor at least thirty calendar days prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

**9.2.2 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.

## **10 INSURANCE**

### **10.1 Medical Insurance**

**10.1.1 Insurance Plan:** The Town will make available major medical, hospital, surgical and prescription drug insurance to each employee and the employee's eligible family. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense which is not covered or reimbursed by the medical insurance plan or Health Care Benefit Pools. The Town Board may change the insurance carrier and/or offer alternative plans in place of the current plan. The Town Board reserves the right to amend, modify, reduce or discontinue any or all of the medical insurance plan benefits, including the percentage of contribution required by participants, on reasonable notice to the then plan participants. Employees covered by this collective bargaining agreement will receive the same insurance benefits, including premium contributions, made available to other employees and elected officials of the Town of Colesville.

**10.1.2 Health Care Benefit Pools:** An employee who is eligible to participate in the Town's medical insurance plan will also be eligible to participate in the Town's Health Care Benefit Pools. The employee should refer to the Employee Handbook for details. The Town Board reserves the right to amend, modify, reduce or discontinue any or all of the Health Care Benefit Pool benefits on reasonable notice to the then plan participants. Employees covered by this collective bargaining agreement will receive the same Health Care Benefit Pool benefits made available to other employees and elected officials of the Town of Colesville.

**10.1.3 Eligibility:** Coverage will begin on the first day of the month following the month in which the employee commences employment, provided the employee meets all eligibility requirements of the insurance plan.

**10.1.4 Enrollment Information:** Enrollment in a medical insurance plan is not automatic. An employee must complete the necessary enrollment forms. The employee must select individual or family coverage, as the case may be, and submit the enrollment forms to the Bookkeeper on time.

**10.1.5 Medical Insurance for Retired Employees:** As long as the Town makes available medical insurance and makes premium payments for retired employees of the Town who were not members of the bargaining unit, the Town will make available the same plan and same premium contributions to eligible retirees from the bargaining unit under the same terms and conditions as it makes for those other eligible retirees of the Town.

## **10.2 Workers' Compensation Insurance**

**10.2.1 Eligibility:** The Town will make available a Workers' Compensation plan for job related injury or illness, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements. The employee should refer to the Employee Handbook for details.

**10.2.2 Insurance Plan:** The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

**10.2.3 Reporting of Injury:** The employee must submit a written report of the injury to the Superintendent of Highways and/or the Bookkeeper immediately in order to ensure prompt coverage of the claim. The Bookkeeper will provide the employee with the necessary forms. In the event the employee is unable to complete the forms due to the injury or illness, the Superintendent of Highways will complete and submit the required forms on behalf of the employee.

**10.2.4 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave, vacation, and personal 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 Employer shall be reimbursed for that portion of sick, vacation, and/or personal leave covered by insurance and the employee will be re-credited with the proportional amount of sick, vacation, and/or personal leave.

**10.2.5 Continuation of Medical Insurance:** The Town will continue medical insurance coverage for an employee who is on an approved lost-time claim for up to twenty-six weeks (including the twelve weeks provided by the Town's Family and Medical Leave Policy). Thereafter, an employee who is absent due to a Workers' Compensation illness or injury **and** is continuing to draw on accrued sick 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. However, if the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

## **10.3 New York State Disability Insurance**

**10.3.1 Eligibility:** The Town will make available a disability insurance plan as a temporary benefit to each eligible employee who becomes disabled due to a non-job related injury or illness. The determination of whether an employee is eligible for disability benefits will be made by the insurance carrier. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements. The employee should refer to the Employee Handbook for details.

**10.3.2 Insurance Plan:** The Town may, at its discretion, change carriers and/or offer an alternative disability plan. A description of the plan may be obtained from the Bookkeeper.

**10.3.3 Premium Payment:** The Town will pay the full premium for disability insurance for each eligible employee.

**10.3.4 Reporting of Injury:** The employee must submit a written report of the injury, on the proper form, to the Superintendent of Highways and/or the Bookkeeper within twenty-four hours of the occurrence. The Bookkeeper will provide the employee with the necessary forms.

**10.3.5 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer 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 leave credits to supplement short-term disability.

**10.3.6 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 payments under this plan **and** is continuing to draw on accrued sick 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. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

## **11 GENERAL PROVISIONS**

### **11.1 Uniforms & Equipment**

**11.1.1 Uniforms:** The Town will provide and maintain uniforms for employees who opt to have uniforms. An employee who elects this option must wear the uniform.

**11.1.2 Safety Equipment:** The Town will provide safety equipment as required by Federal or New York State law.

### **11.2 Driver's License**

**11.2.1 Requirement to Possess a Driver's License:** An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

**11.2.2 Loss or Suspension of Driver's License:** An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the employee's Department Head in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the Town.

**11.2.3 Requirement to Possess a Commercial Driver's License:** An employee who operates a vehicle, which requires a Commercial Driver's License (CDL), must maintain such license throughout employment.

**11.2.4 Loss or Suspension of Commercial Driver's License:** An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act of 1986, an employee who is required to possess a Commercial Driver's License must notify the employee's Department Head within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

## **11.3 Transitional Duty Program**

**11.3.1 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 as set forth in the job description established by the Town, 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.

**11.3.2 Eligibility:** The employee must be classified as partially disabled at fifty percent or less by the insurance carrier **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 may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Town. The Town shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations. An employee who refuses to submit to a medical examination ordered by the Town will be subject to appropriate disciplinary action.

**11.3.3 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.

**11.3.4 Wages and Benefits:** While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to regular full-time employees set forth in this collective bargaining agreement.

**11.3.5 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.

**11.3.6 Refusal of Assignment:** In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier.

## 12 DUE PROCESS PROCEDURES

### 12.1 Grievance Procedure

**12.1.1 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 provisions of this Collective Bargaining Agreement.

**12.1.2 Formal Grievance (Step One):** The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance must be submitted, in writing, to the Superintendent of Highways within fourteen calendar days following knowledge of the event(s) which caused the grievance or when the Union should have had knowledge.

The grievance must specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated and a statement of facts, times, dates, and the remedy sought.

Within seven calendar days after receiving the grievance, the Superintendent of Highways will meet with the designated steward and the employee(s) to discuss and attempt to resolve the matter.

Within seven calendar days from the meeting, the Superintendent of Highways will issue a written response, which will be given to the steward and the aggrieved employee(s).

**12.1.3 Appeal to Town Supervisor (Step Two):** In the event the Union is not satisfied with the response at Step One, the Union may submit the matter to the Town Supervisor. The grievance must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the response should have been received.

Within seven calendar days after receiving the grievance, the Town Supervisor will meet with the designated union representative and the employee(s) to discuss and attempt to resolve the matter.

Within seven calendar days from the meeting, the Town Supervisor will issue a written response, which will be given to the Union and the aggrieved employee(s).

**12.1.4 Binding Arbitration (Step Three):** If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to "med-arb" by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for "med-arb" must be filed within thirty calendar days from receiving the Step Two response or when the Step Two response should have been received.

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

**12.1.5 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 official who is to receive the grievance.

## **12.2 Disciplinary Procedure**

**12.2.1 Discipline for Just Cause:** The Town shall not subject an employee who has completed the probationary period, as defined in 5.4 above, to any disciplinary action or penalty except for just cause.

**12.2.2 Notice of Discipline:** The Town shall provide the employee with a written Notice of Discipline, which shall contain the charges and specifications and the penalty. Simultaneously, a copy of the notice shall be given to the designated steward. No write-up shall be entered into the employee's personnel file without the employee receiving a copy.

**12.2.3 Disciplinary Hearing:** If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within seven calendar days from receiving the Notice of Discipline. Within seven calendar days after receiving the appeal, the Town Supervisor will 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 disciplined employee and the designated representative of the Union.

**12.2.4 Appeal of Disciplinary Action:** If 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 New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within seven calendar days of receiving the response from the Town Supervisor or when the response should have been received.

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

**12.2.5 Time Limits:** The Union must adhere to the time limits set forth in this disciplinary procedure. In the event the Union does not advance the appeal to the next step within the established time limit, the appeal 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 Supervisor.

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

## **13 EXECUTION OF AGREEMENT**

### **13.1 Duration of Agreement**

**13.1.1 Duration:** This Collective Bargaining Agreement shall be effective from January 1, 2012 through December 31, 2012, unless otherwise agreed to by the parties.

**13.1.2 Negotiations for Successor Agreement:** The parties are to begin negotiations for a successor to this collective bargaining agreement on or before September 15, 2012.

## **13.2 Savings Clause**

**13.2.1** 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.

**13.2.2** 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.

## **13.3 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.

## **13.4 Execution of Agreement**

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on January 5, 2012.

**TOWN OF COLESVILLE**

**TEAMSTERS LOCAL 693**

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**Edward A. Mosher**  
**Town Supervisor**

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**Roberta Dunker**  
**President & Business Agent**

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

**Teamsters Local 693**  
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