



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Tuxedo, Town of and Town of Tuxedo Highway Department Unit, International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local 363 (2019)**

Employer Name: **Tuxedo, Town of**

Union: **Town of Tuxedo Highway Department Unit, International Brotherhood of Electrical Workers (IBEW), AFL-CIO**

Local: **363**

Effective Date: **01/01/2019**

Expiration Date: **12/31/2021**

PERB ID Number: **7483**

Unit Size:

Number of Pages: **27**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC/7483

COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF TUXEDO

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 363

Highway Unit

January 1, 2019 – December 31, 2021

1/1/19 - 12/31/21

TOWN OF TUXEDO - HIGHWAY UNIT

| | | |
|----------|-----------------------------------|-----------|
| 1 | SCOPE OF THE AGREEMENT | 1 |
| 1.1 | Parties to Agreement | 1 |
| 1.2 | Definition of Bargaining Unit | 1 |
| 2 | MANAGEMENT RIGHTS | 1 |
| 2.1 | Management Rights Clause | 1 |
| 2.2 | Others Performing Unit Work | 2 |
| 3 | UNION RIGHTS | 2 |
| 3.1 | Membership/Agency Shop | 2 |
| 3.2 | Access to Town Premises | 3 |
| 3.3 | Leave for Contract Administration | 3 |
| 3.4 | Leave for Negotiations | 3 |
| 3.5 | Bulletin Boards | 3 |
| 4 | EMPLOYEE RIGHTS | 3 |
| 4.1 | Probation | 3 |
| 4.2 | Seniority | 4 |
| 4.3 | Layoff & Recall Procedure | 4 |
| 4.4 | Performance Appraisal | 5 |
| 4.5 | Personnel File | 6 |
| 5 | VACANCIES & PROMOTIONS | 6 |
| 5.1 | Notification of Vacancies | 6 |
| 5.2 | Appointment to Vacancies | 6 |
| 6 | HOURS OF WORK | 6 |
| 6.1 | Work Schedule | 6 |
| 6.2 | Distribution of Overtime | 7 |
| 6.3 | Notification of Absence | 8 |
| 6.4 | Meal & Rest Periods | 8 |
| 7 | COMPENSATION | 9 |
| 7.1 | Wage Rates | 9 |
| 7.2 | Premium Pay for Overtime | 10 |
| 7.3 | Call-Out Pay | 10 |
| 8 | PAID LEAVE | 11 |
| 8.1 | Holidays | 11 |
| 8.2 | Vacation Leave | 12 |
| 8.3 | Sick Leave | 13 |
| 8.4 | Personal Leave | 14 |
| 8.5 | Workers' Compensation Insurance | 15 |

| | | |
|-----------|---|-----------|
| 8.6 | Short-Term Disability Insurance | 15 |
| 8.7 | Bereavement Leave | 16 |
| 8.8 | Jury Duty | 16 |
| 9 | UNPAID LEAVE | 17 |
| 9.1 | Leaves of Absence without Pay | 17 |
| 10 | INSURANCE | 17 |
| 10.1 | Medical & Dental Insurance | 17 |
| 10.2 | Medical Insurance for Retired Employees | 18 |
| 10.3 | Term Life Insurance | 18 |
| 11 | TRANSITIONAL DUTY | 19 |
| 11.1 | Transitional Duty Program | 19 |
| 12 | GENERAL PROVISIONS | 20 |
| 12.1 | Work Accouterments | 20 |
| 12.2 | Safety and Health | 20 |
| 12.3 | National Electrical Benefit Fund | 20 |
| 13 | DUE PROCESS PROCEDURES | 21 |
| 13.1 | Grievance Procedure | 21 |
| 13.2 | Disciplinary Procedure | 22 |
| 14 | APPLICATION OF AGREEMENT | 23 |
| 14.1 | Duration of Agreement | 23 |
| 14.2 | Savings Clause | 23 |
| 14.3 | Complete Agreement | 23 |
| 14.4 | Legislative Action | 23 |
| 14.5 | Execution of Agreement | 24 |

1 SCOPE OF THE AGREEMENT

1.1 Parties to Agreement

1.1.1 Union: Pursuant to New York PERB Case Number C-1540, the Town of Tuxedo recognizes the International Brotherhood of Electrical Workers, Local 363, hereinafter called the "Union", as the sole and exclusive bargaining agent for all employees as hereinafter defined in Section 1.2.1 of this Article.

1.1.2 Employer: The Town of Tuxedo, a municipal corporation, organized and existing under and by virtue of the laws of the State of New York, hereinafter referred to as the "Town" or "Employer".

1.2 Definition of Bargaining Unit

1.2.1 Included in Bargaining Unit: The term "employee" as used in this Collective Bargaining Agreement shall include all full-time employees of the Town of Tuxedo Highway Department who regularly perform year-round work operating, repairing, and maintaining Highway Department vehicles, equipment, property, and roadways.

1.2.2 Excluded from Bargaining Unit: The term "employee" as used herein shall exclude supervisors and confidential employees, and temporary employees, seasonal employees, and clerical employees.

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

1.2.4 Part-time Employee: For the purpose of this Collective Bargaining Agreement, a "part-time employee" will mean an employee who is regularly scheduled to work less than twenty hours per week throughout the year.

1.2.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean someone who is employed on an interim or "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. Temporary employees shall not be entitled to any benefits under this Collective Bargaining Agreement other than those required by law.

1.2.6 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.

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 Nothing in this Collective Bargaining Agreement shall be construed to diminish or impair the right of the Town of Tuxedo Superintendent of Highways from performing the duties required by the Superintendent by any lawful manner including the solicitation of public work contracts. Further, 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.

2.1.2 Nothing in this Collective Bargaining Agreement shall be construed to diminish or impair the right of the Town of Tuxedo to contract and subcontract for materials, services, supplies and equipment or to consolidate the services of the Town of Tuxedo Highway Department with those of other surrounding municipalities in an effort to reduce the cost of operations to the taxpayers of the Tuxedo region, and in such case, nothing in this Collective Bargaining Agreement shall impair the right of the Town of Tuxedo Superintendent of Highways from laying off employees according to their seniority in the consolidated group to accomplish such consolidation of service.

2.1.3 Nothing in this Collective Bargaining Agreement shall be deemed to limit the Superintendent of Highways in any way in the exercise of the regular and customary functions of Management, including the making of such rules relating to operation as it shall deem advisable or the right to implement and comply with regulations and requirements issued by any government agency.

2.1.4 All rights, powers, and/or authority the Superintendent of Highways had prior to the signing of this Collective Bargaining Agreement are retained, excepting those specifically abridged, delegated, or modified by this Collective Bargaining Agreement and/or any supplementary agreements that may hereafter be made during the term of this Collective Bargaining Agreement.

2.1.5 The Union further agrees, for itself and its members, not to hinder or interfere with the management of the Department by the Superintendent of Highways including, but not limited to, the right to determine, control, and change work practices and the scheduling of work, work and shift assignments, hours of work, the size, composition and organization of the workforce and the direction of working forces; the right to hire, suspend or discharge with proper cause, to layoff employees because of lack of work, and promotions; and, the right to select, test, train and determine the ability and qualifications of employees; subject, however, to the terms of this Collective Bargaining Agreement.

2.2 Others Performing Unit Work

2.2.1 Superintendent: The Superintendent of Highways may perform bargaining unit work to meet the operating needs of the department, provided it does not interfere with the procedure for assigning additional hours under 6.2.1 or 6.2.2, below.

2.2.2 Outsourcing: Work usually performed by employees in this bargaining unit will not be contracted out if it will result in loss of employment to the employees covered by this Collective Bargaining Agreement.

3 UNION RIGHTS

3.1 Membership/Agency Shop

3.1.1 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 shall submit the form to the Town Supervisor.

3.1.2 Dues/Fees: The Town shall deduct from the earned wages of such employees and remit to the Union monthly, the amount of monthly Union dues payable to the Union by the employee as certified to the Town by the Financial Secretary of Local Union 363.

3.1.3 Indemnification Clause: The Union shall indemnify and hold harmless the Town from any cause of action, claim, loss or damages incurred as a result of the Town's deduction under this Article.

3.2 Access to Town Premises

3.2.1 Union Representatives: A Union representative shall have the right to enter any Town location to assist Union members. The representative shall give prior notice of the visit to the Superintendent of Highways or Town Supervisor, whoever is most appropriate given the nature of the visit.

3.3 Leave for Contract Administration

3.3.1 Investigation and Presentation of Grievances: Shop Stewards may receive calls and assist their members in handling disputes. The Chief Shop Steward, or designee, 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 New York State Public Employment Relations Board in connection with any PERB proceeding between the parties.

3.3.2 Requests for Release Time: Requests for the use of release time shall be made to the appropriate supervisor as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved by the Superintendent of Highways.

3.4 Leave for Negotiations

3.4.1 Eligible Employees: Two members elected to serve as a negotiation committee shall receive appropriate time off without loss of pay or leave credits. If negotiations are to be held after hours it should be handled without pay.

3.5 Bulletin Boards

3.5.1. The Town will provide bulletin boards at the Highway Facility for the posting of Union notices.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: The probationary period for an employee appointed to a position in the competitive class will be in accordance with the Rules for the Administration of the Civil Service Law in the County of Orange. Except as otherwise provided in the Rules for the Administration of the Civil Service Law in the County of Orange, the probationary period for an employee appointed to a position in the non-competitive or labor class will be for a period of fifty-two consecutive weeks from the original appointment.

4.1.2 Failure to Successfully Complete Probationary Period: New employees will be separated at the discretion of the Superintendent of Highways at any time during the probationary period without recourse on the part of the Union to the grievance procedure or disciplinary procedure. The seniority of probationary employees, after having completed the probationary period, will date back to the date of hire at which time a new employee shall receive full continuous service credit. An employee serving a probationary period who has been promoted or transferred from a permanent appointment (as defined by civil service regulations) shall be returned to the employee's former permanent position prior to the end of the probationary period.

4.2 Seniority

4.2.1 Service Seniority: Seniority will be determined by the employee's length of continuous service with the Town of Tuxedo Highway Department. An employee's continuous service shall be deemed to have terminated under the following conditions:

a. Where the employee voluntarily quits employment.

b. Where the employee is discharged for just cause.

c. Where the employee fails to report within four working days after the date indicated on return receipt of written notice or recall to work from layoff. Such written notice shall be given by the Town by registered mail, return receipt requested, and addressed to the employee at the last address appearing on the payroll records of the Town. Letter of the Town shall be considered as received if it is returned marked "no forwarding address."

d. Where an employee is absent due to a layoff or for any other reason, including physical disability, which continues for more than one year. An employee absent for more than one year due to a compensable disability incurred during the course of employment shall not have continuous service broken provided such employee returns to work within thirty calendar days after final payment of statutory compensation for such disability and has been certified by the Town doctor as being fit to do the job.

e. Where an employee fails to return to work at the expiration date of a leave of absence granted by the Town.

4.2.2 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.3 Layoff & Recall Procedure

4.3.1 Layoff Procedure: In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the Rules for the Administration of the Civil Service Law in the County of Orange. Layoffs made in connection with the decreasing of the working force in a job title in the non-competitive or labor class within the bargaining unit shall be made on the basis of length of continuous service with the employee within that job title with the least service seniority being the first to be laid off.

4.3.2 Notice of Layoff: The Town shall give not less than fourteen calendar days' advance notice of layoffs involving more than ten working days to the employee or employees affected and to the Union.

4.3.3 Bumping Rights: When it is necessary to reduce the working force, an employee who is laid off may bump the least senior employee in an equal or lower job title within the bargaining unit in accordance with their seniority, provided that the employee has the necessary skills, knowledge, and abilities, mental and physical, to perform the job as constituted on a regular basis. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit. A more senior employee shall be entitled to a reasonable period of time to demonstrate skills, knowledge and abilities to the Superintendent of Highways.

4.3.4 Recall Procedure: In the event there is a vacancy in the job title in the competitive class where a layoff occurred, layoff will be in accordance with the Rules for the Administration of the Civil Service Law in the County of Orange. In the event there is a vacancy in the job title in the non-competitive or labor class where a layoff occurred, recall of employees so laid off shall be made in inverse order of layoff, providing the employee is able to perform the work. Rehiring shall be made on the same basis of seniority as layoffs.

4.3.5 Notice of Recall: Written notice shall be given by the Town by registered mail, return receipt requested, and addressed to the employee at the last address appearing on the payroll records of the Town. Letter of the Town shall be considered as received if it is returned marked "no forwarding address."

4.3.6 Recall to Seasonal Work: Any temporary or seasonal bargaining unit work that becomes available during the year - such as snow removal, mowing, flagging, collecting yard waste, or other traditional summer duties - will first be offered to employees who have been laid off (including those who have volunteered for a lay-off).

4.4 Performance Appraisal

4.4.1 Purpose and Criteria: The purpose of the program is to recognize an employee's achievement of established performance standards and goals, identify and correct performance problems, encourage career development and growth, and set goals for the next appraisal period. 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. Performance appraisals shall not be considered to be disciplinary action, but may be used as evidence in a disciplinary hearing.

4.4.2 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Superintendent of Highways. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the right to perform such evaluations at any time in the future.

4.4.3 Evaluation Procedure: The Superintendent of Highways will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Superintendent and the department liaison from the Town Board (and, if the employee requests, the Union representative) will meet with the employee to review the performance appraisal report.

4.4.4 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

4.4.5 Employee Reply: An employee's written comments, if any, will be included with the performance appraisal report.

4.5 Personnel File

4.5.1 Employee Access: A current employee may review and copy the contents of the employee's own personnel file, however, access to certain documents may be limited; for example, an employee may not be allowed to see documents including, but not limited to, attorney work products, confidential memorandums, letters of reference, and unsolicited complaints. A current employee may review the contents of the employee's own personnel file by submitting a written request to the Superintendent of Highways and will be scheduled at a mutually convenient time. An authorized official must be present when the employee inspects the file. An employee may not remove or place any material in the employee's personnel file without the approval of the Superintendent.

5 VACANCIES & PROMOTIONS

5.1 Notification of Vacancies

5.1.1 Posting: If a vacancy occurs in any job classification within the bargaining unit that the Town intends to fill, the Superintendent of Highways shall post a notice of such vacancy and the necessary qualifications to fill the same, for a period of five working days during which time any qualified employee, may submit to the Superintendent a written bid for such vacancy. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

5.2 Appointment to Vacancies

5.2.1 Selection: The Superintendent of Highways shall at the end of said five day period fill such vacancy from among the bidders on the basis of length of continuous service where ability to perform the work is relatively equal.

The Superintendent of Highways shall be the judge as to the ability of any bidder to perform the work for the vacant job classification and shall make such decision with respect thereto after a reasonable period of careful observation and testing.

Where no bid is submitted, or no bid is accepted because of a failure of the bidder to meet job qualifications, the Superintendent of Highways may fill the vacancy by assigning any employee selected by the Superintendent or by hiring a new employee.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Normal Work Day: The normal work day shall consist of eight hours of work in each twenty-four hour period, commencing no earlier than 7:00 a.m. and ending at 3:30 p.m. with one-half hour for lunch (unpaid), to be taken between the hours of 11:30 a.m. and 1:30 p.m. Notwithstanding the above, the Superintendent of Highways may change the normal work day with advance written notice of at least thirty calendar days.

6.1.2 Normal Work Week: The normal work week shall consist of forty hours of work and shall start no earlier than Monday at 7:00 a.m. The normal work days shall be Monday, Tuesday, Wednesday, Thursday, and Friday. Notwithstanding the above, the Superintendent of Highways may change the normal work week with advance written notice of at least thirty calendar days.

6.2 Distribution of Overtime

6.2.1 Procedure for Assigning Additional Hours - Work In Progress: In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of "work in progress", the opportunity will not be offered to other employees and those employees in the affected job title (including part-time, temporary, and seasonal personnel) who are then working on the assignment will continue to work the additional hours.

In the event all of the employees who are then working are not needed, the opportunity to work the additional hours will first be offered on a seniority basis (most senior first) to those full-time employees in the affected job title who are then working on the assignment, provided the employee is qualified to perform the work. In the event a sufficient number of employees do not volunteer (including part-time, temporary, and seasonal personnel), the work will then be assigned to those same full-time employees on a seniority basis (least senior first).

6.2.2 Procedure for Assigning Additional Hours - Hours Not Extending from Normal Workday: Insofar as practicable, overtime work, except work necessary to complete a particular job, shall be distributed as equally as possible among the employees regularly assigned to the job in which the overtime work is to be performed, provided the employees are fully qualified to perform the work required. The opportunities for employees to work overtime shall be rotated among all employees regularly assigned to the job and an offered opportunity from which the employee is excused shall be considered a missed turn. This does not require a clerical balance of overtime hours worked.

If qualified employees within the job classification do not volunteer for the required overtime, then the Town may, but it is not required to, go outside of the job classification in an effort to obtain the needed qualified employees on a voluntary basis. If the Town is unable to secure the necessary qualified employees for overtime on a voluntary basis, the least senior qualified employees within the job classification will be required to perform the overtime work.

6.2.3 Errors in Assigning Additional Hours: In the event the Superintendent of Highways makes an error in the assignment of additional hours, the Superintendent shall offer the next opportunity to work additional hours to the employee who should have been offered the additional hours.

6.2.4 Availability During Inclement Weather: Given that the Highway Department is responsible for the maintenance of the roadways, each employee must be informed about the potential of inclement weather during non-work hours (excluding pre-approved vacation periods). In the event there is a forecast for inclement weather that may require snow removal or other emergency responses by the Highway Department, each employee must be ready, willing, and able to work. Being "able" includes being in compliance with Department of Transportation regulations pertaining to the consumption of alcohol. If an employee cannot be at the employee's home to receive the call to report for snow removal or other emergency duties, the employee must leave a message on the Department's answering device as to where the employee may be contacted.

6.3 Notification of Absence

6.3.1 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 leave a message on the department's answering device at least fifteen minutes before the employee's scheduled starting time.

6.3.2 Notification of Sick Leave: In the event an employee must take sick leave, the employee must leave a message on the department's answering device at least one hour before the employee's scheduled reporting time. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

6.4 Meal & Rest Periods

6.4.1 Meal Periods: An employee who works more than four hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods will normally be between the hours of 11:30 a.m. and 1:30 p.m. Unless otherwise directed by the Superintendent of Highways, or designee, an employee may leave the work-site during the meal period.

6.4.2 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 is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

6.4.3 Overtime Meal Periods: An employee who shall, because of overtime or emergency work, or a combination of both, be required to work four or more consecutive hours after a normal work day shall be entitled to a "lunch-dinner" break of thirty minutes, with pay, and after each consecutive four hours of work a "lunch-dinner" break shall be allowed.

6.4.4 Overtime Meal Allowance: For each overtime "lunch-dinner" break (see 6.4.3), the Town will reimburse the employee the cost of a meal not to exceed **\$10.00**.

6.4.5 Rest Periods: Employees shall be granted a rest period of fifteen minutes before 12:00 noon and fifteen minutes after 12:00 noon, without loss of pay. The scheduling of said rest period shall be at the discretion of the Superintendent of Highways, or designee, and shall be at a reasonable time of each morning and afternoon. Unless otherwise directed by the Superintendent of Highways, or designee, all rest periods must be taken at the work-site and may not exceed the time allowed.

6.4.6 Rest Period after Sixteen Hours of Work: Any employee who shall, because of over-time or emergency work, or a combination of both, work sixteen consecutive hours or more during any normal week day, shall be entitled to nine consecutive hours rest time. An employee shall not be penalized for loss of regular work time pay during times when the rest period falls into a regular work day.

6.4.7 Clean-Up Period: Employees shall be permitted five minutes before lunch and ten minutes before quitting time during a normal work day for the purpose of washing and cleaning up, without loss of pay.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: The schedules set forth below will be applicable for the period January 1, 2019 through December 31, 2021, which reflects 2% increases on January 1, 2019 or January 1, 2020, and January 1, 2021.

| Tier One (hired before 1-1-2019) | 12-31-2018 | 1-1-2019 | 1-1-2020 | 1-1-2021 |
|----------------------------------|------------|----------|----------|----------|
| Working Leader | \$35.82 | \$36.54 | \$37.27 | \$38.01 |
| Maintenance Tech | \$34.28 | \$34.97 | \$35.66 | \$36.38 |
| Automotive Mechanic | \$34.28 | \$34.97 | \$35.66 | \$36.38 |
| Heavy Equipment Operator | \$34.28 | \$34.97 | \$35.66 | \$36.38 |
| Motor Equipment Operator | \$33.62 | \$34.30 | \$34.98 | \$35.68 |
| Laborer | \$29.25 | \$29.83 | \$30.43 | \$31.04 |

| Tier Two (hired on/after 1-1-2019) | | 1-1-2019 | 1-1-2020 | 1-1-2021 |
|------------------------------------|--|----------|----------|----------|
| Working Leader | | \$34.03 | \$34.71 | \$35.40 |
| Maintenance Tech | | \$32.57 | \$33.22 | \$33.88 |
| Automotive Mechanic | | \$32.57 | \$33.22 | \$33.88 |
| Heavy Equipment Operator | | \$32.57 | \$33.22 | \$33.88 |
| Motor Equipment Operator | | \$31.94 | \$32.58 | \$33.23 |
| Laborer | | \$27.79 | \$28.34 | \$28.91 |

7.1.2 Sewage Treatment Plant Operator Differential: An employee who is assigned to serve as the "Sewage Treatment Plant Operator" will receive a differential of seventy-five cents (\$0.75) above the employee's job classification base rate of pay. The Town will fill two sewer positions.

7.1.3 Longevity Differential: Upon completion of three continuous years of service, a full-time employee will receive a longevity differential of \$0.90 per hour added to the base wage.

Upon completion of ten continuous years of service, a full-time employee will receive a longevity differential of \$1.00 per hour added to the base wage.

Upon completion of fifteen continuous years of service, a full-time employee will receive a longevity differential of \$1.25 per hour added to the base wage.

Upon completion of twenty continuous years of service, a full-time employee will receive a longevity differential of \$1.50 per hour added to the base wage.

7.2 Premium Pay for Overtime

7.2.1 Daily Overtime: Daily overtime is hereby defined as any employee having had prior notice during the employee's regular working hours of such overtime.

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

7.2.3 Overtime Rate – Work Day: All hours consecutively worked by an employee in excess of the employee's regularly scheduled work day (which is eight hours) shall be paid for by the Town at one and one-half times the employee's regular hourly rate of pay.

7.2.4 Overtime Rate – Work Week: During a regular work week an employee who is requested to work on the employee's regularly scheduled day or days off, and who in fact does work, shall be paid by the Town at one and one-half times the employee's regular hourly rate of pay for the first such day and two times the employee's regular hourly rate of pay for the second consecutive such day.

7.2.5 Overtime Rate – Saturday and Sunday: All hours worked on Saturday shall be paid for by the Town at one and one-half times the employee's regular hourly rate of pay, and all hours worked on Sunday shall be paid for at two times the employee's regular hourly rate of pay, except as set forth in 7.2.3 of this Article.

7.2.6 Employee on Vacation: Any employee who, having started a regularly scheduled vacation period, and who is called back to work because of the Town convenience, shall be paid at one and one-half times the employee's regular hourly rate of pay for all hours worked during the regularly scheduled vacation; however, no employee is required to accept such work. If an employee accepts such work, the employee shall be entitled to additional vacation time equal to the time worked to be rescheduled at the mutual convenience of the employee and the Town.

7.2.7 Town Convenience Layoffs: No employee shall be laid off during the employee's regular work week for the purpose of reducing over-time payment or shall be given time off without pay on a regularly scheduled work day to equalize overtime.

7.3 Call-Out Pay

7.3.1 Emergency Work: Emergency work is hereby defined as work of any kind by an employee performed before or after any normal work day, which is in addition to, and does not attach to, the employee's regular working hours, without prior notice or warning by the Superintendent of Highways that such work might be anticipated.

7.3.2 Compensation: Any employee called to work for emergency work shall receive not less than four hours straight time or time and one-half times the employee's regular rate of pay for hours actually worked, whichever is greater. The pay for an employee who is called out for emergency duty will begin when the employee receives the call, however, the employee will not be paid for more than thirty minutes before actually reporting to work.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: The following holidays will be observed on the day designated by the Town Board at its organizational meeting in January of each year:

- | | |
|--------------------------|--------------------------|
| * New Year's Day | * Columbus Day |
| * Martin Luther King Day | * Veterans' Day |
| * Presidents' Day | * Thanksgiving Day |
| * Memorial Day | * Day after Thanksgiving |
| * Independence Day | * Christmas Day |
| * Labor Day | * Day after Christmas |

8.1.2 Holidays Falling on Saturday and Sunday: If any of the holidays listed in 8.1.1 of this Article fall on Sunday, the holidays shall be observed on the following Monday; if they shall fall on Saturday, they shall be observed on the preceding Friday. When Christmas falls on Monday, Tuesday, Wednesday or Thursday the employee will be entitled to the following day off.

8.1.3 Eligibility for Holiday Pay: An employee is eligible for paid holidays upon hire. To be eligible for holiday pay, as set forth in 8.1.4 of this article, the employee shall have worked the regularly *scheduled* work day succeeding the holiday, unless there is an excused absence by the Town, and have not failed to report to work on the holiday when the employee has agreed to work on such holiday.

8.1.4 Holiday Pay: The Town will grant to all of the employees the holidays listed in 8.1.1, above, with full straight time pay for eight hours notwithstanding no work is performed on such days.

8.1.5 Assigned to Work on a Holiday: Employees who, at the request of the Town, report to work on any holidays listed in Article 8.1, shall be paid two times the employee's rate of pay.

8.1.6 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.

8.2 Vacation Leave

8.2.1 Allowance (monthly accrual): Each employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule. The employee will be credited on the first day of the month.

| | CREDITS PER MONTH |
|--|--|
| Upon hire | 6.67 hours (equals 80 hours/year) |
| Upon start of 4 th year of service | 10.00 hours (equals 120 hours/year) |
| Upon start of 8 th year of service | 13.33 hours (equals 160 hours/year) |
| Upon start of 14 th year of service | 16.67 hours (equals 200 hours/year) |
| Upon start of 20 th year of service | 20.00 hours (equals 240 hours/year) |

For example, an employee in the Highway Department who has completed four years of continuous service on February 26th will see an increase in the number of hours credited from 6.67 hours per month to 10 hours per month on March 1st; similarly, an employee who has completed 8 years of continuous service on September 5th will see an increase from 10 hours per month to 13.33 hours per month on October 1st.

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

8.2.3 Accrual During Leaves of Absence: An employee will be credited with vacation leave provided the employee has reported to work at least twelve days in the previous month.

8.2.4 Accumulation: An employee may accumulate vacation leave credits to a maximum of two-hundred hours. Any vacation credits in excess of two hundred 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 one hundred twenty calendar days.

8.2.5 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.

8.2.6 Scheduling: Because of the nature of the business of the Employer, the allotment of the employees' total earned vacation (according to Section 1 of this Article) shall be scheduled with the approval of the Superintendent of Highways. In the event two or more employees desire available vacation time off, seniority shall prevail. No more than one employee may schedule vacation leave during any week between December 1 and April 1 unless approved by the Superintendent. Vacation leave may not be used in increments of less than whole days. An employee may take vacation leave only after it has been credited.

8.2.7 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action for fraud, theft, or violence, 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.

8.3 Sick Leave

8.3.1 Allowance (front-loaded on January 1st): Each employee will be credited with eighty hours of paid sick leave on January 1st of each year.

8.3.2 New Employees: An employee who is hired after January 1st in any given year will be credited with paid sick leave prorated by the number of months to be worked in the remainder of that calendar year. For example, a full-time employee who is hired in March will be credited with sixty-seven hours of paid sick leave; an employee who is hired in October will be credited with twenty hours of paid sick leave. Thereafter, the employee will be credited January 1st for use during that year.

8.3.3 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than twenty work days in the calendar year (excluding lost time due to a workers' compensation injury or illness), the annual allowance of sick leave to be credited for the next year will be adjusted on a prorated basis, with 2080 hours equal to 100%.

8.3.4 Accumulation: An employee may accumulate sick leave credits up to a maximum of sixteen hundred hours (200 eight-hour days). Any sick leave credits in excess of the maximum will be canceled.

8.3.5 Use of Sick Leave: An employee may use sick leave credits for an illness or injury that inhibits the 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 credits may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

8.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury 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.

8.3.7 Long-Term Disability Insurance: The Town of Tuxedo will pay the premium for long term disability insurance for all employees.

8.3.8 Notification of Sick Leave: In the event an employee must take sick leave, the employee must leave a message on the department's answering device at least one hour before the employee's scheduled reporting time. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

8.3.9 Medical Verification: Notwithstanding the above, the Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave.

For absences resulting from an injury, the Town may require medical verification to verify that the employee is able to return to work with or without restrictions.

8.3.10 Good Attendance Award: If an employee has not been absent from work on account of illness or injury received not in connection with work in any calendar year, the employee will be entitled to two days off with pay at a time mutually agreed upon between the employee and the Town or to two days pay at the employee's applicable straight-time rate or to save such days. Employees will be permitted to accumulate up ten such days.

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

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

8.3.12 Retirement Buy-Back: An employee who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to one-tenth of the employee's accumulated sick leave. For example, an employee who has accumulated two hundred hours may sell-back up to twenty hours. Payment will be at the employee's rate of pay at the time of retirement.

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

8.4 Personal Leave

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

8.4.2 New Employees: An employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. For example, a full-time employee who is hired in March will be credited with thirty-three hours of paid personal leave; an employee who is hired in October will be credited with ten hours of paid personal leave. Thereafter, the employee will be credited January 1st for use during that year.

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

8.4.4 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

8.4.5 Scheduling: 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 one hour. An employee may take paid personal leave only after it has been credited

8.4.6 Termination of Employment: An employee who resigns, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave. Upon retirement into the New York State Employees' Retirement System, unused personal leave credits may be redeemed in accordance with 8.3.12, above.

8.5 Workers' Compensation Insurance

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

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

8.5.3 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

8.5.4 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then personal leave credits, 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.

8.5.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions 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.

8.6 Short-Term Disability Insurance

8.6.1 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.

8.6.2 Change in Plan: The Town may, at its discretion, change carriers and/or offer an alternative short-term disability plan.

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

8.6.4 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the illness or injury to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

8.6.5 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then personal leave credits, then vacation 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 leave covered by the insurance and the employee will be re-credited with the proportional amount of leave.

8.6.6 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event 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 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 to be eligible for medical insurance coverage in accordance with COBRA.

8.7 Bereavement Leave

8.7.1 Allowance: In case of death in an employee's immediate family, the employee shall be permitted to be absent without loss of pay or leave credits for a period not exceeding three consecutive days from the date of death, but not beyond the date of burial. Payment for such time shall be at the employee's basic straight time hour rate (net to exceed eight hours per day) and shall be made only for those days that fall upon a regularly scheduled work day. If a holiday or vacation day should occur during the three-day period, that shall not be considered as part of such three-day period. In such a case the employee shall be entitled to additional time or holiday time equal to such time falling within the three-day period to be rescheduled at the mutual convenience of the employee and the Superintendent of Highways.

8.7.2 Immediate Family: The term "immediate family" as used herein shall include the following: mother, father, spouse, son, daughter, brother, sister, grandparents, and mother and father in-laws, of the employee. However, if the death is that of a brother-in-law or sister-in-law, the employee shall be entitled to be paid for the date of such in-laws funeral unless the same falls upon a Saturday or Sunday.

8.8 Jury Duty

8.8.1 Jury Leave: An employee shall be excused from work without loss of pay or leave credits on any normal work day for jury duty in any court of the nation or state. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty. For any such excused absence for federal court, the employee shall be entitled to regular straight time pay for a normal work day less any compensation received for services as a juror.

8.8.2 Notification of Jury Duty: No employee shall be entitled to jury duty pay unless the employee provides the Superintendent of Highways with a notice to report for such duty prior to the employee's request for jury duty pay.

8.8.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work.

9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been 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.

9.1.2 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.

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

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

10 INSURANCE

10.1 Medical & Dental Insurance

10.1.1 Eligibility: The Town agrees to sign a participation agreement with the IBEW 363 Health and Welfare Fund for the provision of medical and dental insurance for each full-time employee and the employee's eligible family members.

In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bills, hospital bills, prescription bills, x-ray bills, laboratory bills, procedural bills, or any other medical bills or expenses that are not covered or reimbursed by the insurance plan.

10.1.2 New Hires: Upon hire, an employee will be enrolled in the Town-sponsored medical insurance plan for the first 1200 hours (approximately six months) of employment. During this period, the Town will pay 50% of the premium and the employee must pay the remaining 50%. [Note: during this 1200-hour period, the Town will also be required to pay into the IBEW 363 Health and Welfare Fund as per the participation agreement for the new employee].

10.1.3 Premium Payment: For an eligible employee hired before ~~January 1, 2007~~, August 1, 2008, the Town will pay the full premium of the medical insurance plan for individual coverage, two-person coverage, or family coverage, as the case may be. [amended 1-26-2019]

For an eligible employee hired on or after ~~January 1, 2007~~, August 1, 2008, the Town will pay ~~seventy-two percent~~ seventy percent of the premium for individual coverage, two-person coverage, or family coverage, as the case may be. [amended 1-26-2019]

The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis in accordance with Section 125 of the Internal Revenue Code.

10.2 Medical Insurance for Retired Employees

10.2.1 Coverage: The Town offers medical insurance and prescription drug coverage to eligible full-time employees **who were hired before January 1, 2007** after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible dependents if those specific individuals were covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA. In the event the retiree predeceases the retiree's eligible spouse and dependents, the spouse and eligible dependents may continue medical insurance and prescription drug coverage provided the spouse and/or dependents pay the full cost of the premiums.

10.2.2 Eligibility: To be eligible for coverage, the retiree must meet all of these requirements: 1) was hired before January 1, 2007; 2) have at least nineteen years of service with the Town (including creditable military service); 3) have retired directly from the Town; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action for fraud, theft, or violence is not eligible for medical insurance or prescription drug coverage for retirees.

10.2.3 Insurance Plan: For a retiree who is not eligible for Medicare, the Town will make available the same medical insurance and prescription drug plan under the same terms and conditions as it makes for active employees, as if the retiree were still actively employed by the Town.

10.2.4 Premium Payment: Upon retirement, the Town agrees to pay 100% of the premium cost for the employee and dependent coverage in the Plan described above.

10.2.5 Medicare: Coverage under a medical insurance and prescription drug plan made available through the Town will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Town. The Town will reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium.

10.3 Term Life Insurance

10.3.1 The Town shall provide group term life insurance providing death benefits in the amount of twenty thousand dollars (\$20,000) per employee.

11 TRANSITIONAL DUTY

11.1 Transitional Duty Program

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

11.1.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings 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 will 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.

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

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

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

11.1.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, 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.

12 GENERAL PROVISIONS

12.1 Work Accouterments

12.1.1 Clothing Allowance: Every employee who shall have completed the probationary period shall be entitled to a clothing allowance of **five hundred dollars** per year. The allowance shall be reimbursed by check to each employee upon receipt of purchase of work clothes at any time before April 1st, of each year, or the allowance can be split to half in Winter and half in Summer.

12.1.2 Boot Allowance: Every employee who shall have completed the probationary period shall be entitled to a boot allowance of **two-hundred and fifty dollars** per year. The allowance shall be reimbursed by check to each employee upon receipt of purchase of work boots at any time before April 1st of each year.

12.1.3 Supplying of Work Clothes: Individual rain gear supplied and replaced when necessary due to normal wear & tear. The Town will have mechanics' jumpsuits available.

12.2 Safety and Health

12.2.1 Preamble: The Superintendent of Highways will maintain working conditions in accordance with the applicable rules and regulations of both State and Federal Government. The Town recognizes that safety and health conditions are a common cause of concern, and accordingly, the parties hereto shall extend mutual cooperation to the other in maintaining, establishing and promoting safety and health provisions.

12.2.2 Wearing of Safety Gear: All employees shall wear protective equipment such as hard hats, safety goggles, and the like when required by the Superintendent of Highways. Any such safety and protective equipment shall not be unreasonable. Any such safety and protective equipment shall be supplied at the cost of the Town. The Town will have rain-gear available at the Town garage.

12.2.3 Safety Committee: The Town agrees that two members of the Union Shop Committee, which members may be rotated at the convenience of the Unit, shall function as members of the Safety Committee, together with two representatives of the Town. It shall be the function of the Safety Committee to meet monthly, or whenever necessary, for the common good of the parties. The Shop Committee members of the Safety committee shall not suffer any loss of pay or leave credits for attendance at such meetings if such meetings are conducted on work time.

12.2.4 Safety Officer Job Duties: a) To be in constant alert to all unsafe working practices, and to bring any unsafe practice to the attention of the Town; b) To investigate all accidents and make a report to the Town with the intent to prevent a repeat of such accident; and, c) To meet monthly with the Superintendent of Highways to review conditions that may be unsafe.

12.3 National Electrical Benefit Fund

12.3.1 Eligibility: Each "Tier One" employee (those employees hired before January 1, 2019) will be enrolled in the National Electrical Benefit Fund to which the Town will pay 3% of total annual wages (including overtime).

13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 Scope of Article: Should any dispute or difference arise between the Town and the employees covered by this Collective Bargaining Agreement as to the interpretation, application or operation of any provision of this Collective Bargaining Agreement, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as set forth below (unless any step thereof is waived by mutual consent).

13.1.2 Step One - Formal Grievance: The Shop Steward will have the right to take up the subject matter of the grievance on behalf of any employee or group thereof with the Superintendent of Highways at any reasonable time during working hours within ten working days from the occurrence of the alleged incident. 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.

Within five working days of the presentation of the grievance, the Superintendent of Highways shall give an answer to the Shop Steward, with a copy to the Town Supervisor.

13.1.3 Step Two – Appeal to Town Representative: If the aggrieved party is not satisfied with said answer, the Shop Steward shall have the right to present the grievance to a representative of the Town Board assigned by that body for such purpose, such as the Town Supervisor. The presentation of such grievance shall be in writing and must be submitted within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received. The Town Board representative shall issue a written response to the grievance within fourteen calendar days, which shall be given to the Shop Steward.

13.1.4 Step Three – Appeal to Town Board: If the aggrieved party is not satisfied with the answer of the Town Board representative, the Shop Steward shall have the right to present the grievance in writing to the Town Board of the Town of Tuxedo at the next regular Town Board meeting after the Town Board representative's answer, or when the Step Two response should have been received.

The Town Board shall, after hearing all parties concerned at an executive session thereof convened for such purpose, give a written answer to the Shop Steward and the aggrieved parties within fourteen calendar days of the presentation of the grievance to it.

13.1.5 Step Four - Binding Arbitration: If the Union is not satisfied with the answer of the Town Board, they are entitled to arbitration. Arbitration shall be conducted before an arbitrator selected at the request of the Union by the Public Employees Relations Board from a panel of arbitrators submitted to each party by the Public Employees Relations Board, and the arbitrator so designated shall render a decision binding upon all parties, subject to the provisions of Section 209 of the Civil Service Law. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Three response or when the Step Three 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. The function of the arbitrator shall be of judicial rather than a legislative nature; the arbitrator shall not have the power to amend, add to, alter, ignore, change, or modify any of the terms and conditions of this Collective Bargaining Agreement. The arbitrator's decision shall not go beyond what is necessary for the application of the expressed provisions of this Collective Bargaining Agreement.

13.1.6 Arbitration – Release Time for Witnesses: The Town will not pay for employees' participation over two hours, in any form, in an arbitration proceeding unless the Town shall have occasion to call an employee, or employees as witnesses in its behalf.

13.1.7 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.

13.2 Disciplinary Procedure

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

13.2.2 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the IBEW Business Representative.

13.2.3 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 fourteen calendar days from receiving the Notice of Discipline.

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

13.2.4 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 fourteen calendar days of receiving the response from the Town Board or when the response should have been received.

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

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

14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2019 through December 31, 2021, unless otherwise agreed to by the parties.

14.2 Savings Clause

14.2.1 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.

14.2.2 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.

14.3 Complete Agreement

14.3.1 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.

14.3.2 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.

14.4 Legislative Action

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

14.5 Execution of Agreement

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

TOWN OF TUXEDO

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 363**

Michael Rost
Town Supervisor

Sam Fratto
Business Manager

Date: _____

Date: _____

Michael A. Richardson
Labor Relations Consultant

Gil Helm
Senior Assistant Business Manager

Date: _____

Date: _____

Harry Miller
Business Agent

Date: _____

Joseph Mammato
Bargaining Unit

Date: _____