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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF MONROE

and

TEAMSTERS LOCAL 445

Town Hall Bargaining Unit

January 1, 2016 – December 31, 2019

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Monroe, hereinafter referred to as the "Town" and Teamsters Local 445, hereinafter referred to as the "Union."

2 MANAGEMENT RIGHTS

2.1 Policy and Governance

2.1.1 Management Rights Clause: The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them.

These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, furlough, evaluate, and discipline and terminate employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for services; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this Collective Bargaining Agreement.

2.2 Filling of Vacancies

2.2.1 Selection: The Town will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Town and shall not be subject to the Grievance Procedure.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The Town recognizes the Union as the exclusive collective-bargaining representative for employees identified in 3.2.1, below, with respect to terms and conditions of employment and the administration of grievances as defined in 11.1.1, below.

3.2 Definition of Bargaining Unit

3.2.1 Included: Included in the bargaining unit are all full-time and part-time employees (working 16 or more hours per week) in the following titles:

Office of the Town Supervisor: Clerk to Supervisor, Bookkeeper to Supervisor, Bookkeeper

Code Enforcement: Assistant Building Inspector

Planning & Zoning: Secretary to Planning Board / Zoning Board of Appeals

Justice Court: Clerk to Town Justice, Court Clerk, Assistant Court Clerk, Court Attendant

Assessor's Office: Assessor's Clerk, Real Property Data Collector

Recreation, Recreation Leader, Recreational Attendant, Recreation Aide

Maintenance: Building Maintenance Supervisor, Building Maintenance Mechanic, Laborer

Security: Security Guard, Watch-Guard, Dog Control Officer

Clerical: Senior Clerk, Clerk, Typist, Data Entry Operator

3.2.2 Excluded: Excluded from the bargaining unit are: Assessor, Assistant Assessor, Code Enforcement Officer, Building Inspector, Secretary to the Town Supervisor, Deputy Town Clerk, Recreation Director, Recreation Coordinator, Program Coordinator, Senior Typist, temporary employees, seasonal employees, all employees under the age of 18, and volunteers.

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

3.2.4 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 a minimum of sixteen hours per week throughout the year. It is understood that the Town will not regularly schedule part-time employees to work between 30 and 40 hours per week.

3.2.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean an employee who is employed on an interim or sporadic basis, or who is employed to work on a special, emergency, or on-call basis for a specified period, consistent with the the rules and regulations of the Orange County Civil Service as applicable.

3.2.6 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the State of New York Public Employment Relations Board in accordance with its rules and procedures.

3.3 Union Dues / Agency Fee

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

3.3.2 Agency Fees: 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 the execution of this Collective Bargaining Agreement or initial employment, as the case may be, 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 will deduct the service fee from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis.

3.4 Leave for Contract Administration

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

3.4.2 Release for Steward Training: Each calendar year, one steward designated by Teamsters Local 445 will be allowed one day, without loss of pay or leave credits, to attend the annual steward training sponsored by the Union.

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

3.5 Leave for Negotiations

3.5.1 Eligible Employees: At any one time, no more than two employees designated by Teamsters Local 445 will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

3.6 Bulletin Boards

3.6.1. Location: The Union may have an exclusive bulletin board at the appropriate locations to post notices or other communications.

3.7 Access to Town Premises

3.7.1 Union Representatives: Representatives of Teamsters Local 445 will be allowed access to the Town's premises for the purpose of conducting legitimate Union business related to the administration of this Collective Bargaining Agreement, or to investigate safety and health matters, provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the appropriate supervisor.

4 EMPLOYEE RIGHTS

4.1 Probationary Periods

4.1.1 Length of Probationary Period: The probationary period for an employee will be in accordance with the rules and regulations of the Orange County Civil Service, except as otherwise noted in this Collective Bargaining Agreement.

4.2 Layoff and Recall

4.2.1 Procedures: All layoffs and recalls will be in accordance with the rules and regulations of the Orange County civil service agency, except as otherwise noted below.

4.2.2 First to be Laid Off: In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within a given department, the employee within that job title with the least bargaining-unit seniority will be the first to be laid off.

4.2.3 Recall: In the event there is a vacancy within twelve months following the layoff in the job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title in the department with the most service seniority will be offered the position, provided the employee is qualified. It shall be the responsibility of the laid-off employee to provide his or her home address to the appropriate supervisor. Notification of recall shall be by registered mail, return receipt requested.

5 HOURS OF WORK

5.1 Work Schedule

5.1.1 Workday/Workweek: The appropriate supervisor will establish an employee's scheduled days and hours of work, which may differ from the normal hours of operation depending upon the particular needs and requirements of the Town. The Town Board reserves the right to approve all employee work schedules.

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

5.2 Additional Hours of Work

5.2.1 Requirement: The Town may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the appropriate supervisor before working additional hours. An employee who, after investigation, is found to have refused to work additional hours as directed will be subject to appropriate disciplinary action.

5.2.2 Hours Not Extending from Normal Workday: In the event there is an opportunity in a given job title to work additional hours and such hours are NOT a continuation of “work in progress”, the opportunity will first be offered to the full-time employee in that job title with the least number of overtime hours. An employee who refuses the opportunity, or is not available, will be charged as if the employee had worked the assignment. In the event a sufficient number of employees do not volunteer, the work will be assigned to the full-time employee in that job title with the least number of overtime hours.

5.2.3 Errors in Assigning Overtime: In the event the Town makes an error in the assignment of additional hours, the next opportunity to work additional hours will be offered to the employee who should have been offered the additional hours.

5.3 Meal & Rest Breaks

5.3.1 Meal Breaks: An employee who works more than six hours in a given day will receive an unpaid, work-free meal break not less than thirty minutes.

5.3.2 Approval of Meal Breaks: Meal breaks must be approved by the appropriate supervisor in accordance with the needs and requirements of the department. Meal breaks must normally be taken in the middle of the employee’s workday. Unless otherwise directed by the appropriate supervisor, an employee may leave the work-site during the meal break.

5.3.3 Rest Periods: An employee will normally receive a paid, work-free rest break of up to fifteen minutes to be taken approximately in the middle of the first half of the employee’s workday. An employee may take brief “personal hygiene” breaks during the second half of the employee’s workday.

5.3.4 Approval of Rest Breaks: Rest breaks must be approved by the appropriate supervisor in accordance with the needs and requirements of the Town. Breaks must be staggered so as not to disrupt normal operations. Unless otherwise specified by departmental rules, all rest breaks must be taken at the work-site and may not exceed the time allowed.

5.3.5 Meal Allowance: Any full-time or part-time employee working 12 or more hours within a work day shall be entitled to a maximum of a \$15 meal allowance reimbursement, upon submission of a receipt.

6 COMPENSATION

6.1 Wages

6.1.1 Wage Increases: Effective January 1, 2016, all employees shall receive a two percent (2%) increase. Effective January 1, 2017, all employees shall receive a three and one-half percent (3.5%) increase. Effective January 1, 2018, all employees shall receive a three percent (3%) increase. Effective January 1, 2019, all employees shall receive a three percent (3%) increase.

6.2 Premium Pay for Overtime

6.2.1 Overtime Rate: An employee will be paid one and one-half times the employee’s regular hourly rate of pay for all authorized time worked over the department’s regular workweek (35 hours or 40 hours, as the case may be).

6.2.2 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 PAID LEAVE

7.1 Holidays

7.1.1 Designated Holidays for Full-Time Employees

New Year's Day	Columbus Day
Martin Luther King Jr. Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas
Labor Day	Day at the choice of the employee

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

7.1.3 Assigned to Work on a Holiday: A full-time employee who is required to work on a designated holiday will receive holiday pay plus wages at the employee's regular rate of pay for all hours worked. A part-time employee who works on a designated holiday will be paid at the rate of time-and-a-half for all hours worked for the following six holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas.

7.1.4 Holiday Pay Eligibility: An employee must work the employee's scheduled workday before **and** the employee's scheduled workday after a designated holiday in order to receive holiday pay, unless otherwise excused by the appropriate supervisor.

7.2 Vacation Leave

7.2.1 Eligibility: A full-time employee is eligible for paid vacation leave in accordance with this policy. A part-time employee is not eligible for paid vacation leave but may be allowed to take time-off without pay provided the employee has prior approval from the appropriate supervisor.

7.2.2 Allowance: A full-time employee will be credited with paid vacation leave in accordance with the vacation schedule below. Vacation Leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may take vacation leave only after it has been credited.

A. Vacation leave will be earned for an employee's first year of service as follows:

Five vacation days will be credited upon the employee's six month anniversary date.

Five vacation days will be credited upon the employee's one year anniversary date.

B. Upon completing one year of service, vacation leave will be credited in advance as follows: On an employee's one year anniversary date, ten days of prorated annual vacation leave, rounded to the nearest full day, will be credited based upon the number of full months remaining in the calendar year.

Examples:

If one year anniversary is January 15, vacation leave credited will be 10 days times 11/12, which amounts to 9.17 days, which will be rounded to 9 days.

If one year anniversary is April 5, vacation leave credited will be 10 days times 8/12, which amounts to 6.67 days, which will be rounded to 7 days.

If one year anniversary is October 25, vacation leave credited will be 10 days times 2/12, which amounts to 1.67 days, which will be rounded to 2 days.

C. Thereafter, vacation leave will be credited in advance each January 1 as shown below. Vacation leave is considered to be earned proportionally to the time worked throughout the year.

CONTINUOUS SERVICE COMPLETED	VACATION LEAVE CREDITED
Less than 5 years	10 days
At least 5 years, but less than 10 years	15 days
At least 10 years, but less than 20 years	20 days
20 or more years	25 days

Continuous Service shall mean uninterrupted service. An authorized leave of absence without pay, or a resignation followed by reinstatement within one year following such resignation, shall not constitute an interruption of continuous service. Vacation is earned only for monthly pay periods during which an employee is in full pay status for at least fifteen working days during such monthly pay period.

7.2.3 Scheduling: An employee must request approval for vacation leave from the appropriate supervisor at least a week in advance. An employee must receive prior approval from the appropriate supervisor to take vacation leave. Vacation leave credits may not be used in increments of less than one hour. The appropriate supervisor will have total discretion in the approval of vacation leave.

7.2.4 Carry-Over: An employee may carry a maximum of five days of vacation leave over to the next calendar year upon approval from the appropriate supervisor and the Town Board. Requests to carry-over vacation leave must be submitted in writing to the appropriate supervisor and the Town Board. Copies of the request must be provided to the Bookkeeper and/or Office of the Town Supervisor for filing in the requesting employee's personnel file.

7.2.5 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.

7.2.6 Separation from Employment: An employee who resigns, retires or is laid off will receive a lump sum payment for earned but unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In cases of death of an employee, the Town will pay an employee's designated beneficiary for any earned but unused vacation leave. If upon separation the amount of vacation leave used exceeds the amount of vacation leave earned (calculated on a prorated basis), the employee hereby authorizes the Town to equalize the last paycheck to take into account the excess leave taken.

7.3 Sick Leave

7.3.1 Allowance: A full-time employee will be credited with six days of paid sick leave each year. An employee may take sick leave only after it has been credited. The employee will be credited on January 1 of each year.

7.3.2 New Employee: A newly hired employee will not be credited with sick leave prior to completing six months of continuous employment, at which time a full-time employee will be credited with three days paid sick leave. The employee will be credited with six days on January 1 following the six-month anniversary date.

7.3.3 Part-Time Employees: After six months of continuous employment, a part-time employee is eligible for five hours of paid sick leave each calendar year but may be allowed to take time-off without pay provided the employee has prior approval from the appropriate supervisor. The employee will be credited on January 1 of each year. For part-time employees, a shift is to be considered five hours.

7.3.4 Accrual During Leaves of Absence: An employee will be credited with sick leave while on a paid leave of absence, but not while on an unpaid leave of absence.

7.3.5 Use of Sick Leave: 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 for personal illness or injury that inhibits the employee's work. Sick leave may not be used in increments of less than one hour. Employees must follow the notification procedures contained in the Town's then current Employee Handbook in order to use sick leave.

7.3.6 Family Sick Leave: An employee may use sick leave for family illness or injury only if the employee **must provide direct care** to an immediate family member. The employee may use up to five days of sick leave annually for family sick leave which will be subtracted from the employee's accumulated sick leave credits. In the event the employee must be absent from work beyond a continuous five days, the employee may apply for leave under the Family and Medical Leave policy in the Town's then current Employee Handbook. For purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse or child, including step-child and foster child.

7.3.7 Carry-Over: An employee may not carry-over sick leave from one calendar year to the next. Any unused sick leave credits as of December 31 of each year will be cancelled.

7.3.8 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave, or has used an excess amount of sick leave, or when an employee is absent for more than two consecutive workdays due to an illness or injury.

7.3.9 Abuse of Sick Leave: An employee who, after investigation, is found to have abused the use of sick leave or failed to provide medical verification as required will be subject to appropriate disciplinary action.

7.3.10 Separation from Employment: An employee who separates employment with the Town for any reason (i.e. resigns, retires, laid-off, fired) will not receive cash payment for unused sick leave.

7.4 Personal Leave

7.4.1 Allowance: All full-time and part-time employees will be credited with four shifts of paid personal leave each year. For part-time employees, a shift is considered to be five hours. An employee may take personal leave only after it has been credited. The employee will be credited on January 1 of each year.

7.4.2 New Employee: A new employee will be credited with a prorated amount of personal leave after completion of six months of continuous service, based upon the amount of time remaining in the calendar year. For example, if six months service is completed on April 1, 9 months remain in the year. Personal leave would be credited as $9/12$ times 4 shifts, or 3 shifts. The amount of prorated personal leave credited will be rounded to the nearest whole number.

7.4.3 Time Off Without Pay: An employee may be allowed to take time-off (pursuant to 7.4.4 below) without pay provided the employee has prior approval from the appropriate supervisor.

7.4.4 Use of Personal Leave: An employee may use personal leave to conduct personal business which cannot be conducted outside of normal working hours, non-emergency medical and dental appointments, and for personal emergencies. In no event may personal leave be used on the scheduled workday immediately prior to or following a holiday or vacation; for social purposes; in lieu of sick leave or other leaves of absences, except to extend bereavement leave. Personal leave credits may not be used in increments of less than one hour.

7.4.5 Scheduling – An employee must receive prior approval from the appropriate supervisor to take personal leave. The appropriate supervisor will have total discretion in the approval of personal leave.

7.4.6 Carry-Over: An employee may not carry-over personal leave from one calendar year to the next. Any unused personal leave credits as of December 31 of each year will be cancelled.

7.4.7 Separation from Employment: An employee who separates employment with the Town for any reason (i.e. resigns, retires, laid-off, fired) will not receive cash payment for unused personal leave.

7.5 Bereavement Leave

7.5.1 Eligibility: In the event of a death of a full-time employee's immediate family member, the employee may take a paid leave for up to three consecutive days from the employee's regularly scheduled work, but not beyond the date of burial. Such leave will not be subtracted from any of the employee's leave credits. A part-time employee is eligible for one paid shift for bereavement leave and may be allowed to take additional time-off without pay provided the employee has prior approval from the appropriate supervisor.

7.5.2 Definition of Immediate Family: For purpose of bereavement leave, "immediate family member" will mean the following: spouse, child, parent, sibling, grandparent, and in-laws (limited to then current mother/father-in-law, daughter/son-in-law of the employee).

7.5.3 Extended Bereavement Leave: With authorization from the appropriate supervisor, an employee may use vacation leave credits and/or personal leave credits to extend a bereavement leave. The appropriate supervisor will have total discretion in the approval of an employee's extended bereavement leave, based upon the needs of the Town.

7.6 Jury Duty Leave

7.6.1 Jury Leave: In the event a full-time or part-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave. Such leave will not be subtracted from any of the employee's leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full pay during jury duty. If the employee receives a jury stipend from the courts, such amount must be reimbursed to the Town. An employee can collect and keep any mileage or parking expense reimbursement that may be issued by the court system for performing jury duty.

7.6.2 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 appropriate supervisor.

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

8 MEDICAL-DENTAL

8.1 Medical Insurance

8.1.1 Eligibility: The Town currently offers major medical, hospital, and surgical insurance coverage to each full-time employee and their eligible family members. A part-time employee is not eligible for medical insurance coverage.

8.1.2 When Coverage Begins: Coverage for an employee will begin the first of the month following the completion of three full months of continuous employment, provided all eligibility requirements of the plan are met.

8.1.3 When Coverage Ends: Coverage ends on the last day of the month in which the employee separates from employment, this does not apply to people who are employees of the Town of Monroe and are eligible for post-retirement coverage, as per Section 807 of the Employee Handbook.

8.1.4 Premium Payment: The Town will pay 85% of the premium for individual or family coverage, as the case may be, for each eligible full-time employee. The remaining 15% of the premium must be paid by the employee.

8.1.5 Pre-Tax Insurance Premiums: The employee's contribution towards the health insurance premium can be paid with pre-tax dollars. Deductions are taken from the employee's paycheck before federal, state, and social security taxes are calculated. The proper authorization form must be completed each year to in order to make this effective.

8.2 Dental Plan

8.2.1 Eligibility: The Town will offer a dental plan to each full-time employee and part-time employee and their eligible family members.

8.2.2 When Coverage Begins: Coverage for an employee will begin the first of the month following the completion of three full months of continuous employment, provided all eligibility requirements of the plan are met.

8.2.3 Premium Payment: The Town will continue its existing dental plan for full-time employees, at its existing level of reimbursement. Part-time employees shall be eligible for \$1000 per year for reimbursement, upon presentation of receipts.

8.3 Optical Plan

8.3.1 Eligibility for Coverage: Each full-time employee and part-time employee is eligible to participate in the available optical plan, which provides for reimbursement as specified below for approved optical care expenses.

8.3.2 When Coverage Begins: Coverage for an employee will begin the first of the month following the completion of three full months of continuous employment, provided all eligibility requirements of the plan are met.

8.3.3 Amount of Reimbursement: Reimbursement for approved optical care expenses shall not exceed \$400 per year for each employee including eligible family members. "Eligible family members" include the employee's spouse and family members residing in the employee's household who have not yet reached age 25. The reimbursement shall not exceed \$400 per year per family. Requests for reimbursement should be submitted to the Office of the Town Supervisor and must include appropriate receipts for applicable charges.

9 DISABLED EMPLOYEES

9.1 Workers' Compensation Insurance

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

9.1.2 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 for up to a maximum of one year provided the employee makes the required employee contribution.

9.2 Short-Term Disability Insurance

9.2.1 Coverage: The Town currently offers short-term disability benefits to each full-time employee. A part-time, temporary, or seasonal employee is not eligible for short-term disability benefits. This benefit is to supplement loss of time from work due to a qualified **non-job related** illness or injury.

9.2.2 When Coverage Begins: Coverage is available to an employee on the first of the month following the completion of three full months of continuous employment.

9.2.3 Qualification for Benefits: The employee must submit a *Medical Certification* to the Office of the Town Supervisor. If the Medical Certification verifies the existence of a *Serious Health Condition* (as defined in the Town's Family and Medical Leave Policy) which renders the employee incapable of working, the employee will be deemed to qualify for short-term disability benefits under this policy. Payment of benefits will commence on the eighth workday after the onset of the Serious Health Condition.

9.2.4 Description of Benefits:

Short-term disability benefits under this policy are provided at no cost to the employee.

An employee must first use all available sick leave credits during the seven day waiting period. The employee may also choose to use vacation or personal leave during this waiting period. After the seven day waiting period has expired, the employee shall receive 80% of the employee's regular wages for a period not to exceed fifty-three cumulative working days for each distinct Serious Health Condition. The employee has the option of supplementing short-term disability payments with accumulated vacation or personal leave credits.

Approval for additional short-term disability benefits for any reoccurrence of a distinct Serious Health Condition will be at the sole discretion of the Town Board.

Appropriate payroll deductions will continue to be made from the employee's paycheck during the period in which short-term disability benefits are in effect.

9.2.5 Medical Insurance Coverage: During the period of qualification for short-term disability benefits an employee's eligibility status for medical insurance coverage will not change. After short term disability benefits are exhausted, coverage may continue under the provisions of COBRA.

9.2.6 Changes: The Town Board may, at its discretion, offer an alternative disability plan or make any changes it deems appropriate, including discontinuance of this benefit.

9.3 Long-Term Disability Insurance

9.3.1 Coverage: The Town will make available long-term disability benefits to each eligible full-time employee. This benefit is to supplement loss of time from work due to a qualified **non-job related** illness or injury. Coverage will begin after the employee has exhausted all short-term disability benefits, provided the employee meets all eligibility requirements.

9.3.2 When Coverage Begins: Coverage will begin upon the employee completing three months of continuous active employment.

9.3.3 Plan: The Town may, at its discretion, change carriers and/or offer an alternative disability plan or make any changes it deems appropriate, including discontinuance of this benefit. A description of the plan may be obtained from the Office of the Town Supervisor.

9.3.4 Premium Payment: The Town will pay the full premium for disability coverage for each eligible full-time employee.

9.3.5 Medical Insurance Coverage: Medical insurance coverage for an employee drawing Long-Term Disability benefits will be in accordance with the provisions of the Town's Family and Medical Leave Policy.

10 GENERAL PROVISIONS

10.1 Longevity Incentive

10.1.1 Summary: An employee who completes twenty years of full-time or part-time continuous employment with the Town will receive a one-time incentive payment of \$1,000, payable in the last paycheck of the calendar year in which the employee's twentieth anniversary occurs.

10.2 Life Insurance

10.2.1 Eligibility: The Town will make available group term life insurance coverage to each full-time and part-time employee. Coverage will begin the first of the month following the completion of three full months of continuous employment, provided all eligibility requirements of the plan are met.

10.2.2 Premium Payment: The Town will pay the full cost of the life insurance premium for \$25,000 of coverage. Optional coverage in excess of \$25,000 is available, as well as dependent coverage options. An employee who chooses dependent coverage or coverage over and above the \$25,000 paid for by the Town must pay the additional premium cost.

11 DUE PROCESS PROCEDURES

11.1 Grievance Procedure

11.1.1 Definition: For the purposes of this Collective Bargaining Agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this Collective Bargaining Agreement.

11.1.2 Step One – Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated and a statement of facts, times, and dates.

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

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

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

Within fourteen calendar days after receiving the appeal, the Town Board shall meet with the designated representative of the Union and the aggrieved employee(s). Within seven calendar days after the meeting, the Town Board shall issue a written response to the grievance, which shall be given to the designated representative of the Union.

11.1.4 Step Three – Binding Arbitration: In the event the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor within fourteen calendar days from receiving the Step Three response, or when the Step Three response should have been received.

11.1.5 Selection of Arbitrator: Selection of the arbitrator shall be made from an established panel of five arbitrators. The panel of arbitrators shall be established by mutual agreement between the Employer and the Union and published in a memorandum of agreement. The Town Supervisor shall contact each of the five arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date.

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

11.1.7 Costs of Arbitration: The Employer and the Union shall share the cost of the arbitrator equally.

11.1.8 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.

11.2 Disciplinary Procedure

11.2.1 Civil Service Rules: Discipline shall be in accordance with the statutory provisions set forth in Section 75 and Section 76 of the New York State Civil Service Law, except that all non-competitive Civil Service employees shall be eligible for Section 75 and Section 76 coverage after six calendar months of continuous employment from the date of hire.

11.2.2 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 designated representative of the Union.

11.2.3 Bookkeeper to Town Supervisor: Notwithstanding the above, it is understood that the position of Bookkeeper to Supervisor is classified as an exempt position by the Orange County civil service agency and serves at the sole discretion of the Town Supervisor and, as such, the Union may not challenge such appointment or termination of such appointment through any administrative or legal proceeding.

12 APPLICATION OF AGREEMENT

12.1 Duration of Agreement

12.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2016 through December 31, 2019, unless otherwise agreed to by the parties.

12.2 Complete Agreement

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

12.3 Savings Clause

12.3.1 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.

12.3.2 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.

12.4 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.

12.5 Execution of Agreement

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

Town of Monroe

Teamsters Local 445

Gerard T. McQuade, Jr.
Town Board Member

Jerry Ebert
Business Agent

Date

Date

Daniel Burke
Town Board Member

Kathryn Troiano
Bargaining Unit

Date

Date