

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF CONESUS**

**AND**

**TOWN OF CONESUS HIGHWAY ASSOCIATION**

**AFFILIATED WITH LOCAL 1170 C.W.A.**

**EFFECTIVE JANUARY 1, 2018**

**EXPIRES DECEMBER 31, 2021**

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## AGREEMENT

This Agreement made and entered into this 14<sup>th</sup> day of December, 2017 by and between the Town of Conesus, hereinafter referred to as the "Town", and the Communications Workers of America, Local 1170, hereinafter referred to as the "Union".

### **WITNESSETH:**

**WHEREAS**, the Town has voluntarily endorsed the practice and procedures of collective negotiations as a fair and orderly way of conducting its relations with its part-time, temporary, and full-time employees insofar as such practices and procedures are appropriate to functions and obligations of the Town to retain the right to operate the Town government effectively in a responsible and efficient manner; and

**WHEREAS**, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the Highway Department; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Highway Department.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

### PREAMBLE

Both parties mutually agree that their objective is for the good and welfare of the Town and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Town and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

## ARTICLE 1 - PURPOSE

**Section 1.1 - It is the purpose of this Agreement to effectuate the provisions of the Taylor Law, Chapter 391 of the Laws of 1967, to provide orderly collective negotiating relations between the Town and the Union, to secure prompt and equitable disposition of grievances and to establish the fair wages, hours and working conditions as specified in the Agreement for the employees covered by this Agreement. The terms and provisions of the Agreement shall be applied equally to all employees in the bargaining unit, and are governed by the laws of the State of New York, including the Public Employees Fair Employment Act, the Civil Service Law, Fair Labor Standards Act, Human Rights Law, and other State Laws.**

## ARTICLE 2 - RECOGNITION

**Section 2.1 - The Town recognizes the Union as the sole and exclusive representative of a bargaining unit consisting of all regular full-time, part-time, and temporary employees in the following titles:**

**Laborers, Motor Equipment Operators, and Heavy Motor Equipment Operators; but excluding clerical employees, elected officials and the Highway Superintendent**

**for the purpose of collective bargaining and processing of grievances for the period defined in the Taylor Act. The Union recognizes that the Highway Superintendent has in the past and will in the future perform work of the same nature as members of the bargaining unit. The work the Highway Superintendent performs which is of the same nature as the work performed by members of the bargaining unit will not be substantially increased from the amount of such work he has performed in the past which would thereby replace a unit employee, substantially diminish the work of any unit member or circumvent overtime provided for employees in the past.**

**Section 2.2 - All employees covered by this agreement who are members of the Union shall be required to pay Union dues. Employees are not required to join the Union as a condition of employment, but after thirty (30) days of employment, permanent and probationary employees who are not Union members shall, during the term of this Agreement, pay a service fee in an amount not to exceed the Union dues for the purpose of administering the provisions of this Agreement. The Town shall deduct from wages of employees and remit to the Union regular monthly membership dues, or the service fee as the case may be, in a uniform dollar amount, on behalf of those employees who have signed an authorization permitting such payroll deductions in accordance with Section 208(1)B of the Act, in the form of one deduction per employee. In addition, the Town will provide for payroll deductions for purposes of charitable contributions to the Union pension fund, the Union credit fund, the Union dental plan, or other related uses. Such deductions will be made and reported in one lump sum per employee, and each employee shall not be allowed to change the amount of deductions any more frequently than once in each six-month period. The financial officer of the Union shall notify the Town of the**

amount of dues or service fees to be deducted. The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this Article.

Section 2.3 - The Union affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

**ARTICLE 3 - COMPENSATION**

Section 3.1 - All full-time highway workers in this bargaining unit shall receive the following increases:

**Effective January 1, 2018**

	<u>2017 Hourly Rate</u>	<u>Hourly Increase</u>	<u>2018 Hourly Rate</u>
HMEO	\$23.98	2.0%	\$24.46
MEO	\$22.24	2.0%	\$22.68

**Effective January 1, 2019**

	<u>2018 Hourly Rate</u>	<u>Hourly Increase</u>	<u>2019 Hourly Rate</u>
HMEO	\$24.46	2.0%	\$24.95
MEO	\$22.68	2.0%	\$23.14

**Effective January 1, 2020**

	<u>2019 Hourly Rate</u>	<u>Hourly Increase</u>	<u>2020 Hourly Rate</u>
HMEO	\$24.95	2.0%	\$25.45
MEO	\$23.14	2.0%	\$23.60

**Effective January 1, 2021**

	<u>2020 Hourly Rate</u>	<u>Hourly Increase</u>	<u>2021 Hourly Rate</u>
HMEO	\$25.45	2.0%	\$25.96
MEO	\$23.60	2.0%	\$24.07

Starting pay for new hires, based on qualifications and experience will be:

HMEO	\$17.50 to \$21.50
MEO	\$15.00 to \$18.00

Employees hired after January 1, 2008 will be given an evaluation after six months of service and considered for an increase. After one (1) year of service, the employee will be placed on the regular wage table of their title.

**Section 3.2 - Part-Time Employees:**

It is agreed that effective January 1, 2018 the start rate for new part-time employees will be \$12.00 to \$15.00 per hour. The Town Council will establish the employee's start rate after consideration of the new employee's qualifications and the recommendations of the Town Highway Superintendent.

Section 3.3 – An employee, appointed as Acting Deputy Superintendent, will be paid additional compensation of \$1.10 per hour above the rate of HMEO.

**ARTICLE 4 - PROBATIONARY PERIOD**

Section 4.1 - Each noncompetitive and laborer employee shall serve a six (6) month probationary period. Upon completion of the probationary period, the employee's seniority date shall issue from the date of hire, as defined in the seniority provision of this Agreement.

During the six (6) month probationary period, the employee shall receive a written evaluation of his performance by the Highway Superintendent after two (2), four (4), and six (6) months of employment. The employee may attach a written response to the evaluation to be kept in his/her file.

Section 4.2 - Dismissal during the probationary period shall not be subject to the grievance and arbitration provision of this Agreement. The Town will notify the Union, in writing, of dismissals of probationary employees.

Section 4.3 - After completion of six (6) months employment, but not before (except as otherwise provided), a permanent, full-time employee will be eligible for the health insurance, sick time and other benefits otherwise provided under this Agreement. Temporary, part-time, and probationary employees are not eligible for benefits under this Agreement unless otherwise so specified.

**ARTICLE 5 - SENIORITY**

Section 5.1 - Seniority shall be defined as the length of continuous service in all classifications covered by this Agreement. Employment in a full-time or part-time capacity covered by this Agreement, which is continuous to bargaining unit service, shall be included in the calculation of seniority.

Section 5.2 - Seniority for the purpose of this Agreement shall apply to eligibility for paid sick days and vacation benefits.

**Section 5.3 - If a position in the noncompetitive or labor class becomes available in a job title covered by this Agreement, a promotion to the job title will be offered to the senior employee with the greatest knowledge, skill and efficiency to perform the job. Where two or more employees are equal in these regards, the most senior employee shall be selected. The qualifications of any employee shall be determined by the Town.**

**An employee who is promoted but is not able to perform the job successfully within six months shall be allowed to bump back to the position, which he previously held.**

**Section 5.4 - reduction in force among noncompetitive and labor class positions shall be within the job classification affected in the order of probationary, temporary, part-time, and full-time employees, based upon inverse seniority within each of those groups, provided, however, the senior employees have the knowledge, skill and efficiency to perform the available jobs. "Bumping" by those laid off is subject to Civil Service Law and Rules.**

#### **ARTICLE 6 - CALL-OUT, CALL-IN PAY**

**Section 6.1 - When an employee is called in to report to work immediately, and is thereby required to make a special trip to and from work, he/she shall receive a minimum of two hours of pay. Except in the case of emergencies which require an instant response (and which do not include the usual snow control or other routine call-outs), an employee called out under this provision shall be allowed one hour, or more if weather conditions prohibit (without pay) of travel time before being required to report.**

#### **ARTICLE 7 - JOB SECURITY**

**Section 7.1 - Upon creation of a new bargaining unit position, the Town will apply the comparative Civil Service grade levels to set the new position's wage scale relative to the wage scale of existing positions, unless the Town and the Union agree otherwise. If the Civil Service classification of the newly created position is ranked in the middle between the Civil Service classification of two current positions, the wage rate of the new position will be set at the midpoint between the wage rates of the two existing positions.**

#### **ARTICLE 8 - PERSONNEL FOLDER**

**Section 8.1 - A personnel folder shall be kept for each member of the bargaining unit, which shall include a payroll file. Each member shall have a right to inspect his/her personnel folder within one hour before quitting time, with a Union representative present if requested by the employee, on request to the Highway Superintendent or his designee. Upon receiving a request, the folder shall be made available at the Highway Superintendent's (or his designee's) convenience, but not more than 2 working days after the request is made. The file shall be inspected in the presence of the Superintendent or his designee.**

**Section 8.2 - A copy of any warning to an employee or any other document critical of an employee's performance shall be given to the employee before being placed in the employee's personnel folder. The employee may provide a written response to an**

appraisal, evaluation, warning or other document critical of the employee's performance, which will be included in the folder, if desired by the employee, and will be retained with the document to which it is responsive as long as that document remains in the personnel folder.

Section 8.3 - Upon request, a letter of correction shall be removed from the member's folder and destroyed no later than 18 months after its date of issue, and shall not be considered thereafter in disciplinary action and may not constitute the basis for an action.

Section 8.4 - Each employee will have a written performance evaluation annually in the month of March by the Highway Superintendent. The employee may attach a written response to the evaluation to be kept in his/her file. If an employee receives an unsatisfactory appraisal, a second appraisal will be conducted at the end of three months to assess if areas of deficiency are making required improvements. The Union reserves the right to grieve and/or arbitrate any unsatisfactory evaluation.

#### ARTICLE 9 - RETIREMENT PLAN

Section 9.1 - The Town will continue the current retirement coverage under the Retirement and Social Security Law of New York State for employees covered by this Agreement. New employees will receive an application to the New York State Retirement System during his or her first pay period. An employee will enter the program as soon as his or her registration number is received from the State. The Town shall add 41J to the New York State Retirement Plan.

#### ARTICLE 10 - WORK WEEK AND OVERTIME

Section 10.1 - Time and one half (1 1/2) shall be paid for all authorized time worked over 40 hours per week or over eight (8) hours per day. Overtime will be paid as accrued biweekly.

Section 10.2 - For the purpose of this section the work week shall be eight (8) hours per day, Monday through Friday, and ten (10) hours per day, Monday through Thursday, with a half hour (1/2) unpaid lunch midday, with the start and end dates to be determined by the Highway Superintendent or his designee, plus overtime as required by emergency conditions of the Town, and approved by the Highway Superintendent or his designee.

Section 10.3 - The pay period begins at 12:01 a.m. Friday and ends at 12:00 midnight on the Thursday two weeks later. Paychecks are issued no later than noon of the following

Thursday, one week after the end of the pay period, new employees shall be paid in the same pay period as existing employees.

Section 10.4 - Highway Department overtime shall be offered first to regular employees in the Highway Department bargaining unit, and then to other employees or non employees. Overtime shall be divided among employees in the bargaining unit by the Highway Superintendent, who will make reasonable efforts to offer overtime equally on a quarterly basis to each employee. Overtime hours worked will be posted each pay period.

**Section 10.5 - All bargaining unit employees must sign in and out. An employee may sign only his or her own time sheet.**

**Section 10.6 - In the winter months, if the Town elects to implement a night shift, they will solicit for qualified volunteers for the shift, by seniority. If no volunteers are available, and it is necessary to fill the shift, it will be filled by all employees of the department on a rotational basis of every two (2) weeks.**

**Section 10.7 – On each employee’s anniversary date, the Highway Superintendent will certify each employee’s accumulated time including sick, vacation, personal, catastrophic sick and compensatory time. Once the employee agrees with the certification numbers, the certification will be furnished to the Town Board and Town Clerk for entry into the minutes of the Board as a permanent record.**

### **ARTICLE 11 - VACATION**

**Section 11.1 - Full-time employees shall be eligible for vacation time for regular working hours, at their regular straight hourly rate, as follows:**

<b><u>Full years of Continuous Service Completed</u></b>	<b><u>Vacation Days Each Year</u></b>
<b>One Year</b>	<b>5 days</b>
<b>Two Years to Five Years</b>	<b>10 days</b>
<b>Six Years to Fifteen Years</b>	<b>15 days</b>
<b>Sixteen Years to Twenty Years</b>	<b>20 days</b>
<b>Twenty Years or More</b>	<b>25 days</b>

- **Employees shall be entitled to five (5) days of vacation after completion of six months of service.**
- **Part-time employees shall receive two (2) paid vacation days per year.**

**Vacation time shall accrue at the employee’s completion of each year. Vacation time cannot be taken until earned.**

**Section 11.2 – Employees shall be allowed to carry over 5 vacation days per year, which must be used by April 30<sup>th</sup> of the following year. Any time not used shall be lost unless the Town Board passes a resolution for payment for the time. However, although employees shall not otherwise be paid for any unused vacation time at any time, employees leaving Town employment will received pay for the vacation they were otherwise entitled to (and had not used) for that same year only, except for those employees who are dismissed for cause.**

**Section 11.3 - All vacation periods shall be scheduled with and approved by the Highway Superintendent. Vacation requests in excess of 80 hours require Town Board approval. On the day of the traditional County Employees Picnic, bargaining unit members shall attend the picnic and be charged with one vacation day, or shall report to work. When an employee takes vacation during a week in which a holiday falls, the employee will be charged for vacation days used exclusive of the holiday.**

Section 11.4 - Choice of vacation in case of conflict shall be by seniority as defined by the seniority provision of this Agreement.

## ARTICLE 12 - HEALTH INSURANCE

Section 12.1 – During the term of this Agreement, the Town shall pay the cost of providing full time employees with the following:

- a. Excellus Simply Blue Platinum II or its equivalent.
- b. The Town will fund annually an HRA for each employee \$2,500.00. On or about January 1<sup>st</sup> of each year the Town will make contributions to restore the balance of each employee's account to a balance of \$2,500.00 including those who forego Town sponsored health insurance. An employee at the time of retirement shall be permitted to use any remaining balance in their HRA accounts until exhausted.
- c. \$2,000 group catastrophic co-payment account to be used in case of extreme needs. If any funds are used, the Town will replenish the account.

If the employee chooses to forego coverage entirely, they will receive an end-of-year lump sum payment of \$2,500.00 payable in the first pay period of December. Employees hired after January 1, 2014 will not be eligible for the opt-out payment of \$2,500.00.

**Note:** It was agreed that Dan Marusiak should receive the \$2,500.00 opt out payment for 2017.

If an employee who chooses one of these latter two options leaves the employ of the Town prior to the end of any calendar year, health insurance coverage will be terminated upon his/her last day of employment. The employee will receive a pro-rata apportionment of the end-of-year lump sum payment.

Section 12.2 - Employees shall become eligible for Town sponsored health insurance coverage after the satisfactory completion of three (3) months of continuous full-time employment.

- a) For all full-time employees hired prior to January 1, 2008, the Town shall pay 100% of the monthly premium for their health insurance coverage.
- b) Employees who become full time after January 1, 2008 shall contribute by payroll deduction \$30.00 per week for their health care coverage.
- c) Employees who become full time after January 1, 2018 shall pay 25% towards the monthly premium for their health care coverage.

Section 12.3 - Probationary and part-time employees covered by this Agreement may elect coverage at their own expense, if the premium therefore is paid to the Town, in accordance with a procedure to be designated by it, three (3) months in advance.

Section 12.4 - Employees may choose to forgo coverage under a Town-sponsored health insurance program in exchange for a lump-sum payment. This buy-out provision is subject to the following conditions:

- a. An employee may opt to take the buy-out on the anniversary date of their current coverage.
- b. An employee must file with the Town Clerk-Treasurer's Office an application to forego health care coverage.
- c. The amount of the payment will be equal to \$2,500.00 as set forth in Section 12.1 above.
- d. An employee who has chosen the buyout option shall be allowed to rejoin the Town sponsored health insurance due to an eligible qualifying event established by the health care provider.
- e. An employee has the right to renew health care coverage at any anniversary date, even if he/she opted out of coverage for the previous twelve (12) months.

**Section 12.5**

**Effective January 1<sup>st</sup>, 2018 the Town will pay \$60.00 per month for each employee to the Unions Health and Welfare fund.**

**Effective January 1<sup>st</sup>, 2019 the Town will pay \$61.00 per month for each employee to the Unions Health and Welfare fund.**

**Effective January 1<sup>st</sup>, 2020 the Town will pay \$62.00 per month for each employee to the Unions Health and Welfare fund.**

**Effective January 1<sup>st</sup>, 2021 the Town will pay \$63.00 per month for each employee to the Unions Health and Welfare fund.**

**Section 12.6 – See Section 13.1 regarding Retiree Health Insurance.**

**ARTICLE 13 - SICK LEAVE**

**Section 13.1 - Commencing with the effective date of the Agreement, employees within the bargaining unit shall receive eight (8) sick leave hours per month for a total of ninety-six (96) hours per year. This sick leave may be accumulated to a total of 120 days. In addition, each employee will accrue an additional twelve (12) hours of sick leave at the end of each year to be accumulated in a catastrophic, long-term illness bank up to a total of two thousand eighty (2,080) hours. An employee who has completed 20 years of service at the time of resignation may cash in their accumulated sick leave at a rate of 50% of the hourly rate at the time of resignation. At the time of retirement employees shall have the right to convert any unused sick, personal, vacation, catastrophic, or compensatory days at 100% value to their future monthly payments of health care premiums, which they are fully responsible for. Retirees shall have the right to remain in the Town's Health Care plan, using their accumulated credits above, or without those credits, at their own expense, throughout their lives. The Town will provide the NYS Retirement System 41j Rider for sick days.**

**This catastrophic long-term illness bank could only be used in the case of a long-term illness, and after the exhaustion of the employee's other sick leave.**

A catastrophic, long-term illness is defined as a serious illness (such as surgery or a life-threatening condition) which requires regular doctor attention or hospital care and a continuous absence of twenty (20) or more workdays. Sick time shall be paid only for time lost from work due to an employee's illness.

Section 13.2 - Each day on sick leave, an employee shall be paid at the regular straight time rate for 8 hours of work by the eligible employee.

Section 13.3 - When absence is necessary under the provisions of this Article, the employee shall report the illness to the Highway Superintendent or his designee by telephone within one-half hour before his normal starting time or as soon as possible thereafter. Someone other than the employee may report the employee's illness if necessitated by the illness and as long as such reporting does not become a pattern. In the case of failure to report within the time limits stated, unless for reasons satisfactory to the Highway Superintendent, the absence shall not be credited to sick leave but shall be considered time off without pay.

Section 13.4 - The Highway Superintendent or his designee may require (or in his discretion may waive or postpone submission of) a Physician's certificate of illness and fitness to return to work before an employee may return to work in cases where the absence is a duration of three (3) consecutive working days or more, unless there is a pattern of absence in which case a certificate may be required after one day. Failure to provide a physician's certificate shall result in the absence counting as unpaid leave rather than sick leave, and shall be considered grounds for discipline, including immediate termination for a repeated offense.

#### ARTICLE 14 - PERSONAL LEAVE DAYS

Section 14.1 - Each full-time employee covered by this Agreement shall be entitled to four (4) paid personal days with pay in each calendar year for the purpose of attending to necessary private business, legal matters, or medical appointments that cannot be scheduled outside the employee's working hours. Unless otherwise approved, an employee must provide notice to, and obtain approval from, the Highway Superintendent twenty-four (24) hours prior to punch in time of the personal leave day, except that notice must be provided and approval obtained on the preceding Friday for personal leave on Monday. The employee has responsibility for notification.

Personal leave time may not be accumulated from calendar year to year.

Section 14.2 - New employees receive two paid personal days after his or her successful completion of probationary employment as defined in Article 4.1.

#### ARTICLE 15 - BEREAVEMENT TIME

Section 15.1 - In the event of death in an employee's immediate family, the employee will be allowed up to three (3) days paid leave of absence, for each such event. Bereavement leave may be used only for days an employee otherwise planned to work. "Immediate Family" shall be defined as the employee's parent, parent-in-law, spouse, child, brother, sister, grandparents, grandchild, son-in-law, daughter-in-law, or relative living in the household of the employee.

**One (1) day of paid leave will be allowed, for each event, for the death of an employee's uncle, aunt, brother-in-law, or sister-in-law.**

**The employee shall notify the Highway Superintendent or his designee upon learning of a death hereunder, as a condition of the bereavement leave. Such leave shall be without loss of pay, and shall be deemed neither a holiday, vacation, personal or sick day.**

**Section 15.2 - Each day of paid bereavement leave shall be paid at the rate of one-fifth (1/5) of the approved weekly hours of work of the eligible employee.**

**Section 15.3 - It is intended that leave hereunder is to be used in conjunction with funeral services, a wake or other similar ceremony. Leave may be used only between the day of death and the day of the funeral, inclusive. However, in the event of a death of the employee's spouse, parent, or child, bereavement leave may be used for work days outside of, but contiguous to, the period between the day of death and the day of the funeral.**

#### **ARTICLE 16 - HOLIDAYS**

**Section 16.1 - Full-time employees covered by this Agreement shall be entitled to twelve (12) paid holidays per year, as follows: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.**

**Section 16.2 - If an employee must work on President's Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Election Day, the day after Thanksgiving, Independence Day or Veteran's Day he shall be entitled to pay at one and one-half times his/her regular straight time rate for all hours worked or to another day off in lieu of the holiday, such day to be approved in advance by mutual agreement between the employee and the Highway Superintendent or his designee, in his discretion.**

**If an employee must work on New Year's Day, Thanksgiving Day or Christmas Day, he/she shall be entitled to pay at two (2) times his/her regular straight time rate for all hours worked.**

**Any work time paid at the time and one-half or double time shall count as overtime pay during the week of the holiday, if the employee works more than forty (40) hours in the same week.**

**Section 16.3 - Holidays will be taken on the Federal observance of that holiday. Otherwise, if a holiday falls on a Saturday, it will be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed on the following Monday.**

**Section 16.4 - An employee shall be eligible for holiday pay at his regular straight time hourly rate for his regularly scheduled working hours, provided he's not on layoff status, or on disability benefits or Worker's Compensation leave, and has worked his regularly scheduled hours or has been on authorized vacation, personal or bereavement leave on the work day immediately prior to, and immediately succeeding, the holiday, unless otherwise excused by the Highway Superintendent or his designee.**

## ARTICLE 17 - TIME RECORDS

Section 17.1 - The Highway Superintendent shall post and maintain an accurate record of leave hours accrued and hours taken off by each employee. Any disagreement must be reported to the Highway Superintendent immediately.

## ARTICLE 18 - RECIPROCAL RIGHTS

Section 18.1 - The Union shall have the right to post business-like notices and communications relative to Union business on a bulletin board, at a mutually agreed location, maintained on the premises and facilities of the Town.

Section 18.2 - Any officer of the Union, to be designated by the Union, may be excused for up to a total of two (2) working days per year for the purpose of attending Union seminars and conferences. Requests for time off shall be made to the Highway Superintendent or his designee. The Highway Superintendent or his designee may deny a request if the employee's absence would interfere with the proper operation of the department. Employees excused under the provision of this Article shall be excused without pay.

Section 18.3 - Employees may designate a Union representative to appear on their behalf in grievances and discussions of working conditions as otherwise consistent with the terms of this Agreement and the Taylor Law.

Section 18.4 - Hearings about grievances (short of arbitration) will be scheduled to begin one-half hour before quitting time (and the grievant shall be paid for the one-half hour), except as otherwise agreed by the parties. Arbitrations will be scheduled during regular work days, but the Town will not pay released time for the employee involved or his or her witnesses.

Section 18.5 - The Town and the Union will exchange names of their representatives, and notify each other promptly as changes occur.

## ARTICLE 19 - SEPARABILITY

Section 19.1 - Should any part hereof, or any provision herein contained, be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair practice. The remaining parts or provisions shall remain in full force and effect.

## ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 20.1 - In the event that any difference shall arise between an employee or group of employees and the Town concerning the interpretation or application of the express terms of this Agreement, such difference shall be settled in the following manner:

**FIRST:** A grievance shall be presented in the first instance to the Highway Superintendent or his designee. No alleged grievance shall be entertained, and shall be deemed waived, unless presented in writing within ten (10) working days after the aggrieved party or parties knew or should have known of the act or occurrence on which the alleged grievance is based.

**SECOND:** The Highway Superintendent or his designee shall respond to the grievance in writing within seven (7) working days from the timely receipt of a grievance.

**THIRD:** In the event the grievance is not resolved as provided above, the grievance may be presented to the Supervisor or his designee within ten (10) working days. The Supervisor or his designee shall respond to the grievance in writing within seven (7) working days from its timely receipt.

**FOURTH:** In the event the grievance is not resolved as provided above, the grievance may be presented in writing to the Town Board or its designee at the next regularly scheduled meeting in Executive Session.

**FIFTH:** The Board or its designee shall respond to the grievance in writing within seven (7) days thereafter.

**SIXTH:** In the event that the grievance is not resolved by the decision of the Town Board or its designee, the Union may, within ten (10) work days thereafter, request the Public Employment Relations Board to submit a panel of seven (7) suitable arbitrators for consideration. The parties shall alternatively strike names from the panel and the last remaining name shall be the arbitrator. Each party shall bear its own expenses with respect to the preparation and presentation of any grievance to an arbitrator, and both parties shall bear equally the expense of the arbitrator. The decision of the arbitrator shall be binding on the parties. In making the award, the arbitrator shall not have jurisdiction nor authority to add to, subtract from, modify or change in any way the provisions of this Agreement; to substitute his or her discretion for the Town's discretion in cases where the Town is given discretion by this Agreement; or to assume any other responsibility of management.

**Section 20.2 - Failure of the Union to observe any of the time limits set forth in the steps of the grievance procedures as aforesaid shall result in the grievance being conclusively settled pursuant to the decision at the previous step in the grievance procedures. Should the Town fail to respond within the time limits set forth in the grievance procedure, the Union shall have the right to move the grievance in a timely manner to the next step of the grievance procedure.**

**Section 20.3 - The grievance and arbitration provisions of this Article do not apply to any instances of discipline or discharge. Instances of discipline or discharge of any bargaining unit employee shall be subject to the procedures as provided by Section 75 and 76 of the Civil Service Law, except where the parties agree in writing to submit dispute to arbitration. In the event that the parties agree that Civil Service Law Section 75 shall not apply, a grievance related to discipline or discharge may be submitted to arbitration as otherwise provided in this article.**

**Section 20.4 - The Union shall be considered the representative for grievance representation purposes of any employee laid off, discharged or otherwise separated from the payroll until the time limits of the grievance and arbitration procedure have been exhausted (except termination of a probationary employee shall not be subject to the arbitration procedure).**

**Section 20.5 - Settlement of a grievance shall not be final and binding unless endorsed by the President of Local 1170 or his designee and the Town Board or its appropriate designee.**

**Section 20.6 - The Union shall notify the Town of the Union representative authorized to present and process grievances. The Town shall notify the Union, consistent with Article 22 of the Town's official representative.**

**Section 20.7 - The time limits of the Grievance and Arbitration Procedure set forth in this Agreement can be extended by mutual agreement, in writing, between the Town and the Union.**

### **ARTICLE 21 - MANAGEMENT RIGHTS**

**Section 21.1 - Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the Town and its duly elected or appointed officers or any way abridging or reducing such authority or infringing upon the responsibility thereof to the people of the Town. All of the functions, rights, powers, responsibilities and authority of the Town in regard to the management of its work and services, whether goods or services shall be made or purchased, and the direction of its work force which the Town has not specifically abridged, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Town. Not by way of limitation of the foregoing clause, the Town retains the right and responsibility, subject only to the Union's legal right under Taylor Law, the Civil Service Law and Article 29, to make or change such reasonable rules, regulations and processes as it may deem necessary and proper for the conduct of its business, and to permanently eliminate, change or consolidate jobs, sections or departments within the scope of the bargaining unit, and to control the scheduling of work, the assignment of work and the number of employees required to perform the work, and to discipline or discharge employees (such discipline to be in accordance with the provisions of this Agreement and applicable law).**

### **ARTICLE 22 - TERM OF AGREEMENT AND FUTURE NEGOTIATIONS**

**Section 22.1 - Term of Agreement**

**Upon ratification by the Union and the Town, this Agreement shall be effective as of January 1, 2018, and shall terminate at the close of business on December 31, 2021.** Modifications to this Agreement must be in writing and agreed to by both the Union and the Town, and the Agreement may be opened for such modification or amendment during its term only by mutual agreement by both the Union and the Town.

**Section 22.2 - Future Negotiations**

**The parties mutually agree that negotiations for the contract year 2022 will commence on or about September 1, 2021.**

**ARTICLE 23 - JURY DUTY**

**Section 23.1 - When a full-time employee is summoned for jury duty, he/she will continue to receive his/her regular base pay for his/her standard scheduled hours, except that the Town will withhold an amount equal to the per diem allowance the employee will receive for jury service.**

**Section 23.2 - As a condition of partial pay while on jury duty, the employee must notify the Highway Superintendent or his designee that he has been called to serve as a juror and must report to work when the jury is not in session during the employee's regular working hours or when it is possible to arrange to be released for work on a standby basis.**

**ARTICLE 24 - RESIDENCY**

**Section 24.1 - Employees hired after the effective date of this Agreement must reside within the Town unless an exception is granted by the Town Board.**

**ARTICLE 25 - WORK ASSIGNMENTS**

**Section 25.1 - All job assignments are at the discretion of the Highway Superintendent. Full time employees are to be fully utilized before hiring part time or seasonal staff. The Highway Superintendent may assign a part time employee to any task where a full time employee does not have the required skills or is not available due to the current workload.**

**ARTICLE 26 - LEGISLATIVE APPROVAL & SUNSET**

**Section 26.1 - It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of the law providing additional funds therefore shall not become effective until the appropriate legislative body has given approval.**

**Section 26.2 - Notwithstanding any provision of the Taylor Act, or any case law thereunder, it is understood by the parties that every provision of this Agreement, except recognition of the Union and the right of check off, will terminate on the expiration date of this Agreement and will not be renewed unless and until it is specifically agreed to by the employer, and the "status quo" existing as of December 31, 2021, shall be maintained until the earliest of:**

- 1. agreement by the parties to renew this agreement;**
- 2. execution by the parties of a new agreement; or**
- 3. declaration of impasse and the completion of impasse and fact-finding procedures as provided by law.**

### ARTICLE 27 - SHIFT DIFFERENTIAL

Section 27.1 - A night differential of 7% of base pay per hour will apply only if the Town adds a regularly scheduled, full shift between the hours of 4:00 p.m. and 8:00 a.m., and such night differential will not apply to snow removal as has been scheduled in previous years, even if the Town schedules certain employees as "on call" for such snow removal for certain periods during the winter months. This Shift Differential shall apply to the scheduled hours of 3:00 p.m. to 11:30 p.m. and 11:00 p.m. to 7:30 a.m.

### ARTICLE 28 - WORK APPAREL

Section 28.1 - The Town shall reimburse each full-time employee \$300.00 each year in the 1<sup>st</sup> pay period of December.

A receipt for purchased apparel must accompany request for reimbursement. The Board may deny payment if purchases are not appropriate.

### ARTICLE 29 - FAMILY CARE LEAVE

Section 29.1 - Effective January 1, 1991, the Town will provide a family Care Leave, which will be administered as follows:

1. Employees will be granted leave in accordance with the provisions of the Family Medical Leave Act, as amended. This time shall run concurrently with any sick leave to which the employee may be entitled.
2. Benefit coverage for employees on an approved family care leave shall continue in accordance with this Agreement.
3. The employee shall be granted reinstatement to the same job or one of similar status and pay at the end of the leave.
4. The Town will participate in the newly enacted State Family Paid Leave program set to begin January 1, 2018.

### ARTICLE 30 - DRIVER'S LICENSE

Section 30.1 - It is agreed that employees covered by this Agreement are not required as a condition of employment to have and maintain a Class A Driver's License. If an employee is required to operate any town vehicle that requires a Class A Driver's License, that employee shall receive an additional twenty-five cents (\$.25) per hour wages, minimum of four (4) hours.

### ARTICLE 31 - LONGEVITY

The Town shall pay each employee who has completed at least one (1) year of service fifty dollars (\$50.00) per year longevity for each year of service, up to fifteen (15) years or \$750.00 maximum.

This payment shall be made the first pay period of December of each year.

ARTICLE 32 - DEFERRED COMPENSATION PLAN

The Town shall establish a Deferred Compensation Plan for the employees, with no contribution from the Town.

ARTICLE 33 - TRAINING

Each employee will be required to complete a minimum of eight (8) hours of training annually. The Town Board must approve training. All costs for training will be at the employer's expense. Time spent at training will be considered a regular workday. Additional costs of travel, lunch, tolls, mileage, lodging, etc. will be reimbursed based on receipts turned in, reviewed for appropriateness, and authorized by the Highway Superintendent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

TOWN OF CONESUS

BY: Brenda Donohue

Conesus Town Supervisor

D. R. M. H.

Jim Burr

TOWN OF CONESUS HIGHWAY  
ASSOCIATION, AFFILIATED WITH  
LOCAL 1170 C.W.A.

BY: John Puslockie

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