

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF GROVELAND

AND

TOWN OF GROVELAND HIGHWAY ASSOCIATION,

AFFILIATED WITH C.W.A. LOCAL 1170

EFFECTIVE JANUARY 1, 2022

EXPIRES DECEMBER 31, 2023

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AGREEMENT

This Agreement made and entered into this **10th day of December 2021**, by and between the Town of Groveland, 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 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 the 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 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 negotiations 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, and 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 the Bargaining Unit consisting of all employees described in Section 2.2 (below) for the purpose of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment, and the processing of grievances.

Section 2.2 – The Bargaining Unit shall consist of all full-time employees of the Town of Groveland Highway Department excluding part-time employees, seasonal employees, the Highway Superintendent, and all other employees of the Town.

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 – MANAGEMENT RIGHTS

Section 3.1 – The Town retains all managerial rights and prerogatives held prior to the execution of this Agreement including, but not limited to, all rights granted by law, as well as the sole right to: manage its business and services and to direct the working force including the right to decide the number and location of its business and service operations; determine the business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services; maintain order and efficiency in all its operations; and to determine the personnel, methods, means, and facilities by which its operations are conducted. The Town reserves the control of buildings, real estate, material, parts, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its service. Work normally and regularly performed by employees of the Bargaining Unit will not be contracted out, except in emergency situations.

Section 3.2 – The Union recognizes that the Town has the right to make and to establish work rules and policies for employees. The Town has the right to determine the number of employees to be employed, to hire employees, determine their qualifications, assign and direct their work, set starting and quitting times and the number of hours and shifts to be worked.

Section 3.3 – The foregoing rights are not all-inclusive but indicate the types of matters or rights, which belong to and are inherent in the Town. The failure to exercise any particular managerial right or function, or the exercise of any such right or function in a particular manner,

shall not constitute a waiver of the Town's right to exercise such managerial right or function in any manner not in conflict with a specific provision of this Agreement.

ARTICLE 4 – UNION DUES AND SERVICE FEES

Section 4.1 – Dues Check Off – Employees covered by this Agreement are not required to join the Union as a condition of employment with the Town. However, employees who join the Union are required to pay regular, monthly membership dues to the Union. Upon receipt of written authorization (on a form supplied by the Union and signed by the employees), the Town shall deduct regular monthly membership dues from wages, in a uniform dollar amount, and remit payment to the Union on behalf of those employees who have signed an authorization permitting such payroll deductions.

Section 4.2 – Service Fee – Employees who are not Union members shall pay an agency shop or service fee to the Union (for purposes of administering the provisions of this Agreement) in an amount not to exceed Union membership dues paid by employee members of the Union. The Town shall deduct the regular monthly service fee from wages, providing that the Union advises non-union member employees of its procedure for refunding, upon demand, any part of the service fee deduction representing the employee's pro-rata share of expenditures for political or ideological activities only incidentally related to terms and conditions of employment.

Section 4.3 – The Town shall deduct from an employee's wages only that amount of money, which the Union's Financial Officer has certified to the Town, in writing, is the amount of dues, or service fees, properly established by the Union in accordance with applicable law and the Union's Constitution and By-Laws. Changes in the Union membership dues and service fee rates must be certified to the Town at least two (2) pay periods in advance of the effective date of such rate change.

The Union shall defend, indemnify, and save the Town harmless against any and all claims, demands, suits, grievances, or other liability that arise out of or by reason of acts taken by the Town pursuant to this Article.

ARTICLE 5 – PROBATIONARY PERIOD

Section 5.1 – 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.

Section 5.2 – Dismissal during the probationary period shall be subject to the grievance provision of this Agreement, but shall not be subject to the arbitration procedure of this Agreement. The Town will notify the Union, in writing, of dismissals of probationary employees.

Section 5.3 – Upon completion of the six (6) month probationary period, the employee shall become eligible for the benefits provided under this Agreement. Probationary employees are not eligible for benefits under this Agreement unless otherwise specified.

ARTICLE 6 – COMPENSATION

Section 6.1 – **Effective January 1, 2022 – Wages shall increase to \$24.08 per hour (3%)**
Effective January 1, 2023 – Wages shall increase to \$25.04 per hour (4%)

Section 6.2 – Any employee whom the Highway Superintendent designates as the Deputy Highway Superintendent shall receive an additional \$1.00 per hour for all hours worked.

Section 6.3 – All employees on a rotational basis shall be rescheduled to work the night shift and shall receive \$2.00 per hour shift differential for all scheduled hours worked between 3:30p.m. and Midnight effective January 1, 2014.

Section 6.4 – Starting rate for a new hire shall be at the discretion of the Highway Superintendent and Town Board but not less than **\$21.00** per hour, however, after 1 year of service and on the employee’s anniversary date, the employee’s rate of pay will be adjusted to the midpoint between their then current rate of pay and the hourly rate specified in Section 6.1. On completion of the employee’s second year of service and on their anniversary date, the employee’s rate of pay will be adjusted to the hourly rate specified in Section 6.1 above. However, the Town Superintendent shall reserve the right to move the employee based on satisfactory performance to the hourly rate in effect in Section 6.1 on the employee’s first anniversary date.

ARTICLE 7 – WORK WEEK AND OVERTIME

Section 7.1 – The current work week is five (5) eight-hour days, Monday through Friday, except during the summer when, at the Highway Superintendent’s discretion, the work week shall consist of four (4) ten-hour days, Monday – Thursday.

Section 7.2 – The pay period shall begin at 12:01a.m. on Monday and end at 11:59p.m. on Sunday two weeks thereafter. Checks shall be delivered to the Town Highway Building and issued to employees on Thursdays. New employees shall be paid in the same pay period as current employees.

Section 7.3 – (a) Time and one-half (1 ½) of the employee’s regular hourly rate shall be paid for all authorized time actually worked over 40 hours in a work week or 8, 9, or 10 hours in a regular work day depending on the work schedule in place at that time. For purposes of determining overtime pay, time actually worked shall include vacation, bereavement time and holidays, but excludes all other forms of leave or time off from work.

(b) Overtime shall be offered first to regular employees in the Highway Department Bargaining Unit, and then to other employees or non-employees.

(c) Overtime hours shall be divided as equally as possible among employees in the Bargaining Unit by the Highway Superintendent, who will make reasonable efforts to offer overtime equally on an annual basis to each employee. An up-to-date list showing overtime hours will be posted each year.

(d) Employees shall work overtime as required by the needs of the Town, and authorized by the Highway Superintendent or his designee.

Section 7.4 – The employee may elect to be paid overtime, as per normal, or elect to receive compensatory time off at the rate of one and one half (1.5) hours for each one hour of overtime. No more than 40 hours of comp time may be accrued at any time.

Section 7.5 – An employee may request to flex up to 2 hours per week as necessary, upon Superintendent’s approval, to attend matters which cannot be deferred, such as doctor appointments, school functions, etc.

ARTICLE 8 – CALL OUT, CALL IN PAY

Section 8.1 – An employee required to report to work outside of his/her regularly scheduled hours shall receive a minimum of three (3) hours pay.

ARTICLE 9 – HEALTH INSURANCE

Section 9.1 – The Town shall pay the full cost of providing full time employees, hired prior to January 1, 2010 with single coverage and shall pay 80% of the cost of family coverage equivalent to the MVP Gold 2 \$1,600/\$3,200 HDHP plan as presented in 2017 negotiations. For employees hired after January 1, 2014, the Town shall contribute 80% of the monthly cost of a single plan and 50% for all other types of plans, (i.e. 2-person, family no spouse, or family) for medical coverage by payroll deduction with the following exception: An employee, upon completion of two (2) years of service and satisfactory review, shall be eligible for 95% paid medical for a single plan and 80% for all other types, beginning in the month following his or her anniversary date.

The Town will continue to provide substantially similar insurance during the term of this Agreement, but shall have the right to provide such coverage through another insurance carrier or on a self-insured basis, at its discretion with notice to the Union and no diminishing of benefits.

Section 9.2 – Probationary employees shall be eligible for health insurance coverage upon completion of their first month of probationary employment.

Section 9.3 – Probationary employees covered by this Agreement may elect coverage at their own expense for the first month of employment, if the premium therefore is paid to the Town, in accordance with a procedure to be designed. Employees, at their discretion, may purchase by payroll deduction an HMO plan, with the Town contributing an amount up to its cost of the basic insurance it provides in Section 12.1.

Section 9.4 – Effective January 1, 1995, the Town shall pay the cost of providing full time employees with the current Dental Plan in effect.

Section 9.5 – Employees may choose to forgo coverage under the Town’s sponsored health insurance program in exchange for a lump sum payment. This health insurance compensation provision is subject to the following conditions:

- A. If the employee forgoes insurance, and must return to the Town’s coverage, he shall not be entitled to any health insurance compensation provision if he forgoes Town insurance again within two years;
- B. Employees who participate shall receive 50% of the value of **a single plan** premium, which would have been paid each month in compensation by the Town.
- C. **Employees shall receive the value of the health insurance opt-out benefit equally every payroll period.**

Section 9.6 – Effective December 1, 2017, the Town shall contribute to an HSA (Health Savings Account) for each bargaining unit employee subject to the following conditions:

- A. On or about January 1st of each year the Town shall contribute to each employee’s HSA accounts: Single Plan \$1,600.00 Family Plan \$3,200.

- B. Any remaining balances in the employee's HSA roll over from year to year and remain with the employee.
- C. For newly hired employees, the Town will make the contribution to the HSA account specified in paragraph (A) above on a quarterly basis for the employee's first 2 years of employment. In the year that the employee will attain 3 years of service, the contribution will be made in accordance with paragraph (A) above.
- D. The HRA account remains with the employee upon resignation or retirement until the account is exhausted.

Section 9.7 – Vision Plan

The Town agrees to contribute \$9.00 per month per employee to the CWA Local 1170 Health and Welfare Trust for the purpose of administering an eye care plan on the employee's behalf.

ARTICLE 10 – RETIREMENT PLAN

The Town will maintain the current retirement coverage under the New York State Employees Retirement System. New employees will receive an application to the New York State Retirement System during their first pay period. An employee will enter the program as soon as his/her registration number is received from the State. **The employee shall provide the Town 30 days advance notice of said retirement date.**

ARTICLE 11 – DISCIPLINE

The Town and the Union agree that the Town shall have the right to discipline or discharge an employee, for just cause, including but not limited to:

1. Unauthorized absence;
2. Dishonesty or theft;
3. Misconduct;
4. Insubordination;
5. Possession or use of alcohol or illegal drugs during working hours.

ARTICLE 12 – GRIEVANCE AND ARBITRATION

Section 12.1 – The provisions of this Article are the sole and exclusive means for seeking adjustment and resolution of grievances under this Agreement. A grievance is any dispute arising between an employee or group of employees and the Town concerning the interpretation, or application of the express terms of this Agreement.

The procedure for resolving grievances under this Agreement is as follows:

Step One: A written grievance shall be presented, in the first instance, to the Highway Superintendent within ten (10) working days after the grievant knew, or reasonably should have known, of the act or occurrence upon which the grievance is based. The Highway Superintendent, or his designee, shall respond to the grievance in writing within ten (10) working days from the timely receipt of the grievance.

Step Two: In the event the grievance is not resolved, a written appeal may be presented to the Town Supervisor, within ten (10) working days after receipt of the Step One decision.

The appeal shall contain a short, plain statement, which includes: the grievant's name; the contractual provision allegedly violated; date of the alleged violation; and a clear and concise basis for the appeal.

The appeal must be dated and signed by the grievant and the Union representative. The Town Supervisor shall meet with the employee and/or the Union representative and shall issue a written decision not later than ten (10) working days after receipt of the grievant's appeal.

Step Three: Arbitration

(a) Grievances, which are arbitrable under this Article, may be appealed to arbitration by filing a Demand for Arbitration with the Public Employment Relations Board (PERB) not more than fifteen (15) days after receipt of the Step Two decision.

(b) The party seeking arbitration shall request a list of seven (7) arbitrators from PERB. The parties shall alternatively strike names from the panel and the last remaining name shall be the arbitrator for the grievance. The arbitration shall be held within thirty (30) working days after the selection of the arbitrator, unless the Town and the Association mutually agree, in writing, to extend the time limit due to the unavailability of the arbitrator. In this case, the arbitration must be held within sixty (60) days after selection of the arbitrator.

(c) The arbitrator shall have no power to add to, subtract from or otherwise modify any provision of this Agreement in arriving at a decision of the issue presented. The arbitrator shall confine the decision to the precise issue submitted, and the relief requested, at the time the grievance was reduced to writing at Step One.

Section 12.2 – The fees and expenses of the arbitrator, and the cost of the hearing room shall be shared equally by the Town and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's share of the divided cost or of the expense of witnesses or participants called by the other.

Section 12.3 – Grievances not timely filed at Step One shall be deemed withdrawn. The failure of the Union to observe any of the time limits set forth in Steps Two and Three shall result in the grievance being conclusively settled according to the Town's most recent decision pursuant to the grievance procedure. 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 12.4 – The Union shall be considered the representative of employees covered by this Agreement for purposes of discipline, discharge, or separation from employment 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).

ARTICLE 13 – VACATION

Section 13.1 – Full time employees shall be eligible for paid vacation for regular working hours, at their regular straight hourly rate, as follows:

| | | |
|-------------------|---|---------------------------|
| One Year | - | 5 days |
| Two Years | - | 10 days |
| Five Years | - | 15 days |
| Ten Years or More | - | 1 additional day per year |

Employees hired prior to the execution of this Agreement shall have vacation capped at five (5) weeks.

Section 13.2 – Vacation time shall accrue upon completion of each year of employment. Employees may carry over one (1) week of vacation.

Section 13.3 – Vacation time cannot be taken until earned. **A new employee shall be entitled to five (5) days' vacation after six (6) months of service.**

Section 13.4 – Requests for vacation leave must be made on a minimum of four weeks notice, and are subject to the approval of the Highway Superintendent. Choice of vacation in case of conflict shall be governed by seniority (continuous employment in a full time capacity within the bargaining unit covered by this Agreement).

ARTICLE 14 – SICK LEAVE

Section 14.1 – Employees shall receive ten (10) sick leave days per year. Effective January 1, 1999 this leave may be accrued up to a maximum of 1320 hours, to be consistent with

Retirement Plan 41J. Accrued sick leave is to be paid when an employee suffers an injury or illness, which prevents the employee from working and for which the employee is not entitled to workers' compensation or disability benefits.

For each day of sick leave, the employee shall be paid at the regular, straight time rate for eight (8) hours of work by the eligible employee.

Section 14.2 – The employee shall report the illness to the Highway Superintendent or his designee within one-half hour before the scheduled starting time. The failure to report within the stated time limit shall not be paid as sick leave, and may be considered grounds for disciplinary action, unless the failure to report was the result of an emergency or circumstance satisfactory to the Highway Superintendent.

Section 14.3 – A physician's excuse and certification of fitness to return to work must be presented upon returning to work after the employee has been absent for more than five (5) consecutive days of sick leave. The Town reserves the right to require a physician's excuse and certification where the employee has been absent for five or fewer days on sick leave. Failure to provide a physician's certificate may be grounds for discipline up to and including termination and shall not be paid.

ARTICLE 15 – PERSONAL LEAVE

Section 15.1 – Each full-time employee covered by this Agreement shall be entitled to four (4) personal leave days each calendar year. Probationary employees shall be entitled to one personal leave day upon completing three months of continuous service as a full-time employee.

Section 15.2 – Personal leave may be taken in increments of one (1) hour for purposes of attending to legal or medical appointments. In all other cases, personal leave must be taken in increments of at least four (4) hours.

Section 15.3 – The employee must provide the Highway Superintendent with 24 hours advance notice of such leave, and approval of personal leave is discretionary based on the Highway Superintendent’s assessment of the Town’s operational needs. Personal leave time may not be accumulated.

ARTICLE 16 – BEREAVEMENT TIME

Section 16.1 – In the event of death in an employee’s immediate family, the employee shall be allowed up to three (3) days 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, step parent, spouse, child, step child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, nieces, or nephews. One (1) day shall be allowed for each event for the death of an employee’s uncle or aunt.

Section 16.2 – The employee shall notify the Highway Superintendent or his designee upon learning of a death, as a condition of the bereavement leave. Each day of bereavement leave shall be paid at the employee’s regular rate of pay for eight hours. Bereavement leave may be used only for days an employee is otherwise scheduled to work.

ARTICLE 17 – HOLIDAYS

Section 17.1 – Employees shall be entitled to thirteen (13) paid holidays per year, including the following: New Year’s Day, President’s Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Election Day, Veteran’s Day, Thanksgiving, One Half Day Before Christmas, Christmas Day, One Half Day Before New Year’s Day, and One Floating Holiday.

Section 17.2 – All employees required to work on a holiday shall be paid at one and one half (1 ½) times the employee’s regular hourly rate of pay for all hours worked on the holiday except Christmas Day and Thanksgiving Day. Any employee required to work on Christmas Day and Thanksgiving Day shall be paid double time for all hours worked.

Section 17.3 – Holidays will be taken on the federal observance of that Holiday. Otherwise, when a holiday falls on Saturday or Sunday, the Town retains the option of observing it on either the proceeding Friday or following Monday. Employees required to work snow removal on President’s Day shall be granted a floating holiday in exchange for President’s Day.

ARTICLE 18 – RECORDS OF EMPLOYEE LEAVE

Section 18.1 – The Highway Superintendent shall maintain an accurate record of leave hours accrued and taken by each employee. Any disagreement shall be reported to the Highway Superintendent immediately.

ARTICLE 19 – UNIFORMS AND SHOES

Section 19.1 – The Town shall provide each employee with a uniform consisting of five (5) changes per week of pants, shirts, plus coveralls for mechanics. Hats, gloves, boots, and safety equipment will be provided by the Town. Effective with the first Town Board meeting in February of each year, the Town shall provide each full-time employee covered by this Agreement with a \$200.00 allowance each year for safety shoes.

Employees shall wear the uniform during all working hours. Employees may wear shorts on the job if they are all uniform, and all employees shall wear a shirt or t-shirt on the job.

ARTICLE 20 – RECIPROCAL RIGHTS

Section 20.1 – The Town shall provide space on a bulletin board in a mutually acceptable location to be used by the Union for posting notices of interest to its members. No campaign or other election materials dealing with representational elections, or issues not directly related to Union business will be posted. No information that is detrimental to the Town or to any other organization, group, or persons shall be posted.

Section 20.2 – The employees may designate one (1) Union representative to appear on their behalf in grievances and discussions on working conditions under the terms of this Agreement. The Union representative may investigate any alleged or actual grievance and assist in its presentation, as requested by the employee. The Union shall furnish the Town the representative's name.

Section 20.3 – No Union business shall be conducted so as to interfere with the work assignment of the Union representative or any other employee. The Town shall not be liable for any time lost in the conduct of such Union business.

A non-employee, Union representative may consult with the employees in the Highway Department garage, or other work areas under the control of the Town, before the start of each work shift or after the end thereof, if the Highway Superintendent is notified at least one hour in advance.

Section 20.4 – Any representative of the Union employed by the Town may be excused, without pay, for up to 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 who may deny the request if it determines that the employee's absence would interfere with the operation of the department.

ARTICLE 21 – SEPARABILITY

Section 21.1 – Should any part of provision of this Agreement be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, it shall not invalidate the remaining portions of this Agreement, which shall remain in full force and effect.

ARTICLE 22 – LEGISLATIVE APPROVAL

Section 22.1 – IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENT BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 23 – SCOPE AND DURATION OF AGREEMENT

Section 23.1 – This Agreement may be modified or amended during its term upon the mutual consent and written agreement of the Town and the Union to enter into negotiations to modify or amend this Agreement.

Section 23.2 – This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and satisfies their obligations, under all laws requiring them to bargain, for the duration of this Agreement. This Agreement shall be in full force and effect as of **January 1, 2022** and shall expire on **December 31, 2023**. If neither party serves written notice to the other party ninety (90) days prior to the day of expiration of this Agreement, it shall automatically continue from year to year, until such notice is given.

ARTICLE 24 – SENIORITY

Section 24.1 – Seniority shall be defined as the length of continuous full-time service in the employment classifications covered by this Agreement.

Section 24.2 – Seniority shall apply to vacations, layoff, and recall of employees pursuant to this Agreement.

- A. Layoff – A layoff shall mean the separation of employees from the active work force due to lack of work or funds, reduction in force, or abolishment of positions. A layoff among non-competitive and labor class positions covered by this Agreement shall be by inverse order of seniority within the affected job classification.
- B. Recall From Layoff – Employees shall be recalled from layoff by seniority within the affected job classification. The Town shall provide written notice of recall by mail delivered to the employee’s last known address. Employees shall receive a maximum of ten (1) calendar days to return to work after being recalled to their former employment position with the Town. Employees, who decline recall or fail to return as directed within the time allowed, shall be presumed to have resigned their employment.

Section 24.3 – The Town may approve deviations from seniority on layoffs or recall when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance or service because the affected employee does not possess the requisite knowledge, skills, and/or efficiency to perform the available work. In such cases, the affected employee and the Union or the Union Representative shall be given written notice of the determination including the Town’s reason for deviation from seniority on layoffs or recall.

Section 24.4 – Employees shall lose their seniority for the following reasons:

- A. Termination of employment for just cause;
- B. Absence for three (3) consecutive work days without notification;
- C. Unexcused failure to return to work when recalled from a layoff;
- D. Unexcused failure to return to work after expiration of an authorized leave;
- E. Resignation or retirement; and
- F. Continuous paid or unpaid leave for a period of twelve (12) calendar months.

ARTICLE 25 – PERSONNEL FOLDER

Section 25.1 – A personnel folder shall be kept for each member of the bargaining unit, which shall include a payroll file. Each member shall have the right to inspect his/her personnel folder within one-half hour before quitting time, in the presence of a Union representative, upon request of the Highway Superintendent or his designee.

The personnel folder shall be made available not more than three (3) working days after the request is made. The file shall be inspected in the presence of the Highway Superintendent or his designee.

Section 25.2 – 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. The written response will be retained with the documents to which it is responsive as long as that document remains in the personnel file.

ARTICLE 26 – DRIVER’S LICENSE

Section 26.1 – It is agreed that employees covered by this Agreement who are required to operate any Town vehicle requiring a Class A or B Driver’s License shall receive from the Town 100% reimbursement for the cost of said license.

ARTICLE 27 – JOB SECURITY

Section 27.1 – Upon creation of a new bargaining unit position, the Town will apply a current job title to the position, unless the Town and the Union agree otherwise.

ARTICLE 28 – JURY DUTY

Section 28.1 – Any employee required to serve as a Juror and who provides a copy of their summons and verification or service will continue to receive regular base pay for standard scheduled hours. Any compensation received by the employee for services as a Juror, excluding mileage and parking fees, for days the employee would have been scheduled to work will be reimbursed to the Town. It is expected that employees who receive notice to serve as Jurors will advise their supervisor promptly and will cooperate in the rescheduling of jury service should the initial period be a hardship on the Town.

ARTICLE 29 – DEFERRED COMPENSATION PLAN

The Town agrees to offer a Deferred Compensation Plan to save and invest tax deferred money for retirement. Employees covered under this Agreement are eligible to participate in the plan. The Town shall not be obligated to make contributions to the plan or be responsible or liable for the administration of the plan.

FOR THE EMPLOYER:

FOR THE UNION

Town of Groveland

Communications Workers of America

By: _____

By: _____

