



AGREEMENT BETWEEN

TOWN OF NORTH ELBA

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION**

District Union Local One

Effective Date:

JANUARY 1, 2018

Expiration Date:

DECEMBER 31, 2020



TOWN OF NORTH ELBA

and

UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION
DISTRICT UNION LOCAL ONE

EFFECTIVE DATE: JANUARY 1, 2018

EXPIRATION DATE: DECEMBER 31, 2020

DEAR UFCW LOCAL ONE MEMBER:

THIS UNION CONTRACT, NEGOTIATED FOR YOU BY UFCW LOCAL ONE AND THE TOWN OF NORTH ELBA EMPLOYEE BARGAINING COMMITTEE, CAREFULLY EXPLAINS IN DETAIL, ALL OF THE TERMS AND CONDITIONS OF YOUR EMPLOYMENT AND YOUR MANY RIGHTS AND BENEFITS AS A UFCW LOCAL ONE MEMBER.

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT IS IMPORTANT THAT YOU ARE FULLY AWARE OF YOUR RIGHTS AND BENEFITS AND HOW THEY HELP YOU ON THE JOB.

BESIDES PROVIDING SECURITY, THIS CONTRACT HAS AN EFFICIENT GRIEVANCE PROCEDURE FOR THE ORDERLY AND FAIR SETTLEMENT OF ANY PROBLEMS YOU MAY ENCOUNTER IN THE COURSE OF YOUR EMPLOYMENT.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR RIGHTS OR BENEFITS UNDER THIS AGREEMENT, PLEASE ASK YOUR SHOP STEWARD OR UNION REPRESENTATIVE FOR ASSISTANCE.

SINCERELY AND FRATEERNALLY,

A handwritten signature in black ink, appearing to read "Frank C. Deriso". The signature is written in a cursive style with some loops and flourishes.

FRANK C. DERISO
INTERNATIONAL VICE PRESIDENT
PRESIDENT, UFCW LOCAL ONE

FOR ASSISTANCE ASK YOUR SHOP STEWARD, UNION REPRESENTATIVE OR CALL:

CREDIT UNION
1-800-462-5000

BUFFALO
1-800-421-0120
1-800-733-3140 (PA)
(716) 631-8777

ORISKANY OFFICE
1-800-697-8329
(315) 797-9600

HEALTH CARE & PENSION FUNDS
1-800-959-9497
(315) 797-9600

TOLL FREE NATIONWIDE 1-800-NYS-UFCW E-MAIL: ufcwone@ufcwone.org WEB: www.ufcwone.org

AGREEMENT

BETWEEN

TOWN OF NORTH ELBA

AND

**UNITED FOOD & COMMERCIAL WORKERS
DISTRICT UNION LOCAL ONE
AFL-CIO, CLC**

EFFECTIVE: JANUARY 1, 2018

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DEFINITIONS

AGREEMENT shall mean the express written provisions of this Agreement only.

APPROPRIATE LEGISLATIVE BODY shall mean the North Elba Town Board.

BARGAINING UNIT shall include all those positions as spelled out in Article 1, Recognition and Jurisdiction.

BOARD shall mean the North Elba Town Board.

DAYS shall mean calendar days unless otherwise specified.

DEPARTMENT HEAD shall mean the person designated with the responsibility of operating and supervising a department or his/her designee.

EMPLOYEES unless otherwise specified, shall mean members of the bargaining unit who are working full-time.

FULL-TIME EMPLOYEE shall mean those employees in the bargaining unit whose normal workweek is based on forty hours per week.

IMMEDIATE FAMILY shall mean parents, step parents, grandparents, current spouse, children, step children, grandchildren, siblings, mother-in-law or father-in-law of current marriage or any relative living with the employee.

LEAVES shall mean only those leaves specified in this Agreement.

PART-TIME shall mean those employees in the bargaining unit whose normal workweek is based on twenty (20) hours per week or more but does not meet the criteria for a full-time employee.

PAY PERIOD shall begin on Friday and end on Thursday.

PERB shall mean the Public Employment Relations Board.

PROBATIONARY PERIOD shall be as established by the Essex County Department of Civil Service.

TOWN shall mean the Town of North Elba.

UNION shall mean District Union Local One of United Food & Commercial Workers International Union.

UNION REP shall mean the designated United Food and Commercial Workers staff person.

UNIT shall mean the Town of North Elba bargaining unit of District Union Local One of United Food & Commercial Workers International Union.

WORKDAY shall be eight (8) hours of work in any one (1) day with 1/2 hour off for lunch. The Highway Department employees may be scheduled four (4) ten (10) hour days starting the week after the payroll period which includes Easter thru the last payroll period before Thanksgiving.

PREAMBLE

AGREEMENT

THIS AGREEMENT is made by and between the Town of North Elba (hereinafter referred to as the Town or Employer) and the UFCW District Union Local One, affiliated with AFL-CIO, CLC (hereinafter referred to as the Union) effective January 1, 2018. The purposes and intent of this Agreement is to provide a fair and cooperative working relationship between the Town and the bargaining unit for the mutual benefit of the public, the Town, and its unit members. In consideration of the mutual covenants contained herein, the Town and the Union agree as follows.

ARTICLE 1

RECOGNITION AND JURISDICTION

The Town recognizes the Union as the sole and exclusive representative for all the unit members in the defined bargaining unit for the purpose of collective bargaining consistent with the Taylor Law. The bargaining unit shall consist of all full-time and part-time employees working at least twenty (20) hours per week in the Highway Department, the Transfer Station Department, and/or the Cemetery Department in the following titles: Transfer Station Attendant, Watchperson, Recycling Attendant, MEO, HEO, Cemetery Attendant, Cemetery Supervisor, Transfer Station Operator, Landfill Operator and Deputy Highway Superintendent.

ARTICLE 2

BARGAINING UNIT MEMBERSHIP

Employees in titles identified in the recognition clause shall become members of the bargaining unit and have the appropriate dues withheld (Agency Fee or Union Membership Dues) beginning the 31st day following the day on which s/he began employment.

ARTICLE 3

UNION STEWARD

- 3.1 New employees will be referred to the Union Steward as part of orientation.
- 3.2 The duly appointed Union Steward shall be allowed one (1) paid day off per year to attend a Stewards' conference, subject to the needs of the Department.
- 3.3 The Employer recognizes the right of the Union to designate one (1) Union Steward and one (1) alternate Union Steward, to act in the absence of the Union Steward, from any of the permanent unit members in the bargaining unit. The Union Steward or alternate Union Steward shall be permitted a reasonable amount of time, free from their regular duties, to adjust grievances or assist in the administration of this Agreement, subject to the approval of the Superintendent or his designated representative.

ARTICLE 4

PAYROLL DEDUCTIONS

In compliance with government regulations, the Employer shall deduct the required portion of each employee's pay for Federal, State, and Social Security Tax. Any deductions authorized by the employee, such as: insurance premiums, retirement contributions or other authorized deductions will be noted with the payment. This will apply to any court ordered garnishes.

ARTICLE 5

UNION CHECKOFF

Upon receipt of proper written authorization from an employee, the Employer agrees to deduct from the wages of said employee, and to forward to the General Office of the Union, within fifteen (15) days after the last day of the last payroll period each month, dues, assessments and/or initiation fees as listed by the Union in duplicate schedules, which shall be furnished to the Employer once a month. It is understood that any authorization of payroll deduction(s) shall be voluntary on the part of the employee and may be cancelled at any time.

ARTICLE 6

AGENCY FEE

In accord with applicable state law, the Union shall be entitled to have deducted from the wage or salary of employees of such negotiating unit who are not members of said employee organization the amount equivalent to the dues levied by such employee organization and the fiscal or disbursing officer of the local government or authority involved shall make such deductions and transmit the sum so deducted to such employee organization. Provided, however, that the foregoing provisions of this subdivision shall only be applicable if the Union has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE 7

CREDIT UNION

At the written request of an employee, and in accordance with appropriate procedures to be mutually agreed upon concerning the frequency and amount of payments, the Employer shall deduct bi-weekly from the employees' wages such amount as the employee has elected. These deductions shall be remitted within fifteen (15) days after the last day of the payroll period to the Empower Federal Credit Union.

ARTICLE 8

ACTIVE BALLOT CLUB

The Employer agrees to deduct an amount from the pay of each employee per week, who executes an appropriate voluntary check-off authorization form to the UFCW Active Ballot Club. Deductions shall be in the amount specified in the check-off authorization form signed by the employee and deducted every payroll period. The deduction shall continue for the life of this Agreement for those employees who sign UFCW Active Ballot Club check-off authorization forms unless they are revoked individually and in writing.

ARTICLE 9

INDEMNIFICATION

The Union and the employees agree to indemnify and hold the Employer and any of its agents harmless against any and all claims, demands, suit or other forms of liability that might arise out of or by reason of action taken or not taken in respect to any deductions made in accordance with this Agreement and applicable law except the failure to transmit authorized deductions in accordance with this Agreement.

ARTICLE 10

UNION RIGHTS

10.1 The Employer recognizes the right of designated representatives of the Union to represent the bargaining unit in exercising their rights under this Agreement and shall not interfere in the exercise of those rights so long as it does not interfere with the carrying out of a unit member's job responsibilities.

10.2 The Union shall have the right to post non-inflammatory notices and other communications on bulletin boards maintained on the premises and facilities of where unit employees work. The Employer agrees to post a bulletin board for such purposes in a conspicuous site at each department.

10.3 The Employer and the Union shall not discriminate against any unit member because of the unit member's membership or non membership or activities or because the unit member attempts in good faith to assert rights under this Agreement or participate in filing or prosecuting any grievance or other complaint against the Employer or the Union.

ARTICLE 11

UNION VISITATION

11.1 A representative of the Union shall have the right to visit the Highway Department, Transfer Station Department and Cemetery Department at any time during working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that said visitation does not unduly interfere with the duties of the employees and the Highway Superintendent or his/her designee is notified in advance.

11.2 Upon reasonable notice, Membership Servicing Representatives shall have the right to visit the Highway Department, Transfer Station Department and Cemetery Department during working hours for the purpose of updating Union records and fringe benefit entitlements provided it does not unduly interfere with the duties of the employees.

ARTICLE 12

PROBATIONARY PERIOD

Employees shall serve in a probationary capacity for a term as spelled out for his/her position by Essex County Civil Service. The probationary period for new hires is twenty-six (26) weeks. Upon successful completion of the probationary period employees shall be placed on the seniority list retroactive to the initial date of hire.

ARTICLE 13

LEGISLATIVE PROTECTIONS

13.1 In accordance with Title VII of the Civil Rights Act of 1964 and the New York State Human Rights Law, the Employer agrees not to illegally discriminate against any employee on the basis of his/her race, color, sex, religion, age, national origin, marital status, disability, or veteran status.

13.2 In accordance with the Americans with Disabilities Act, the Employer agrees not to illegally discriminate against qualified individuals with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds.

13.3 The Employer agrees to be in compliance with the Family and Medical Leave Act of 1993 ("FMLA"). Applications for FMLA Leave shall be processed through the Personnel Officer.

ARTICLE 13 - LEGISLATIVE PROTECTIONS – CONTINUED

13.4 An alleged violation under the purview of this Article shall be processed as a grievance up through the decision of the Town Board. Thereafter, the matter may be pursued through either the Courts, as provided by applicable statute, or Arbitration but not both. It is understood that this provision in no way relieves the parties of their obligations to abide by the provisions of the statute and the provisions of the Grievance Procedure up through the last applicable stage of the Grievance Procedure.

ARTICLE 14

MILITARY LEAVE

14.1 All employees who are members of the United States Armed services and are called to active duty shall be entitled to a leave of absence in accordance with applicable law.

14.2 Employees who are members of the United States Armed Services may use up to thirty (30) paid days per calendar year for active duty without deductions from leave time. Military leave that exceeds thirty (30) days shall be without pay and in accordance with the Civil Service Law.

14.3 A copy of orders sent by the military unit must be immediately provided to the Employer when it is received by the employee.

ARTICLE 15

JURY AND COURT ATTENDANCE

15.1 Employees called to perform their civic duty shall be entitled to full pay and benefits during the period of service. Employees may retain any moneys received for mileage and/or meals.

15.2 An employee subpoenaed as a witness, which involves testimony related to his/her regular duties, shall be granted time off with pay without deductions from leave time for said testimony. Any witness fee may be retained by the employee.

15.3 Any other Court appearance shall be subject to appropriate leave time deductions or shall be without pay.

15.4 Employees released early from jury duty are expected to return to work if two (2) or more hours remain in the workday. In these instances, employees are allotted time to return home and prepare themselves for work.

ARTICLE 16

FIRE AND AMBULANCE LEAVE

Employees requesting leave time to fight fires and serve on the ambulance may be permitted time off at the discretion of the Department Head. Should the Department Head approve the absence, said time shall be with pay without deductions from the employee's leave time.

ARTICLE 17

DISABILITY LEAVE

17.1 Other than injuries that occur at work, any employee who is disabled shall be permitted to use accumulated sick leave and/or vacation leave for that period of time that s/he is unable to work.

17.2 The period of leave time shall commence on the date identified by the employee's doctor as to when s/he is no longer capable of working and shall end when the employee is capable of returning to work.

17.3 Leave for maternity purposes shall be treated as any other disability.

ARTICLE 18

UNPAID LEAVE OF ABSENCE

18.1 An employee who desires a leave of absence without pay must make a request to the Town Board in writing for such leave and the reason therefore.

18.2 A leave of absence without pay may be granted, but will be for a specific period of time, not to exceed one (1) year.

18.3 A leave of absence without pay for employee illness or disability shall be granted by the Town Board only upon satisfactory proof of illness or disability.

18.4 Leaves of absence shall not be granted to an employee to accept employment by an employer other than the Town.

ARTICLE 19

BEREAVEMENT LEAVE

19.1 Employees shall be permitted three (3) days off of the employee's choice, commencing the day of the death, without loss of pay or leave time in the event of a death in the unit member's immediate family, as defined in DEFINITIONS.

19.2 Employees shall be permitted one (1) scheduled day off to attend the funeral for the death of an aunt or uncle without loss of pay or leave time.

ARTICLE 20

SICK LEAVE

20.1 The sole purpose of sick leave is to provide paid time in case of illness and/or disability in accordance with the terms of this Article. An employee may be allowed to use accumulated sick time in case of personal illness and/or disability or if his/her spouse and/or children is sick or disabled. Should an employee wish to use sick time, s/he must notify the Department Head prior to the start of the workday. The employee shall inform the Department Head with the reason for the absence in terms of personal illness and/or disability or if his/her spouse and/or children are sick or disabled and anticipated period of absence.

20.2 Employees shall accumulate one and one-half (1 ½) days of sick days per month that shall be credited at the end of each month. The maximum allowed accumulation of sick time is one hundred eighty-five (185) days.

20.3 Sick leave may be taken in one (1) day or 1/2 day increments.

20.4 The Department Head may require a physician's certificate to verify that sick leave is being taken in accordance with the terms of this Article. In addition, the Department Head may require an examination by a physician of his own choosing to determine if the unit member is able to return to work. The Employer shall pay for the examination if ordered by the Department Head.

20.5 Employees who become sick while on vacation may charge those days sick to sick time instead of vacation provided that the employee provides a physician's certificate stating that the employee was sick and the days s/he was sick.

20.6 Upon retirement from Town service, employees may use accumulated sick leave for purposes of retirement in accordance with Section 41(j) of the Social Security and Retirement Law.

20.7 Employees who have at least twenty (20) sick days on the books at the time of retirement from the Town may, upon request, use up to a maximum twenty (20) days for purposes of a lump sum cash payment at his/her regular rate of pay at the time of retirement. The remaining balance of sick time shall be used in accordance with 20.6.

20.8 Employees who maintain at least sixty (60) days for the calendar year and use less than five (5) sick days during the same calendar year shall be permitted to use two and one half (2 ½) sick days for any time off the following year. Those employees who maintain at least one hundred twenty (120) days of sick leave for the calendar year and use less than five (5) sick days during the same year may use five (5) sick days for any time off the following year.

ARTICLE 21

VACATION

21.1 All full time permanent employees will earn paid vacation leave upon completion of the following:

If most recent hiring date is prior to January 1, 1994:

Completion of eight (8) years of service: 160 hours

If most recent hiring date is after December 31, 1993:

Completion of 1 year of service:	40 hours
Completion of 2 years of service:	80 hours
Completion of 8 years of service:	96 hours
Completion of 10 years of service:	120 hours
Completion of 15 years of service:	152 hours
Completion of 20 years of service:	160 hours

All vacation leave must be approved in advance by the Department Head.

21.2 a) Vacation should be used within one (1) year after it has been credited (on the employee's anniversary date). Should an employee be unable to use his vacation within one (1) year after s/he has been credited the time and s/he has made a good faith effort to use the time, s/he may carry over that portion of time that is unused which, in concert with the time s/he will be provided on his/her anniversary date, will result in a maximum of what the employee could otherwise accrue over an eighteen (18) month period. Under no circumstances may any employecc have more vacation time on the books than what s/he could otherwise accumulate over an eighteen (18) month period.

b) After the completion of at least ten (10) years of service, an employee has the option to cash in vacation hours in excess of forty (40) hours (five (5) days) provided the employee has used one (1) week of vacation within one (1) year after it has been credited except as provided in 21.2(a) above. Vacation time used or that is to be cashed in shall be at the hourly rate it was earned and must be taken or cashed in within eighteen (18) months after the date it was credited.

21.3 Employees shall request to take their accumulated vacation time from the Department Head who shall grant/deny the time based upon the needs of the Department.

21.4 Upon two (2) weeks written request of the employee, an employee who retires or resigns in good standing, shall be entitled to a cash payment for any unused vacation time on the books provided that s/he has complied with 21.2 of this Article.

21.5 In addition to the vacation hours in 21.1, employees shall be entitled to an additional sixteen (16) hours of paid time to be used for personal reasons.

ARTICLE 22

EMERGENCY CLOSINGS

Should the Employer decide to close the operation of the Highway garage, Transfer Station, and/or the Cemetery due to an emergency situation, those employees who are directed to leave work shall receive compensation at their normal rate of pay without deductions from paid leave time for that day. For those employees, who left for work but were unable to arrive at work due to the emergency (such as road closings), they also will receive compensation as set forth herein.

ARTICLE 23

HOLIDAYS

23.1 All permanent full-time employees shall be granted the following twelve (12) paid holidays in accordance with the terms of this Article:

New Years Day	Labor Day
Dr. Martin Luther King Day	Columbus Day
General Election Day	Presidents' Day
Veteran's Day	Memorial Day
Thanksgiving Day	Independence Day
Employee's Birthday	Christmas Day

23.2 If a holiday falls on a Saturday, the day of observance shall be on the previous Friday. If a holiday falls on a Sunday, the day of observance shall be the following Monday.

23.3 If any of the above holidays fall on an employee's scheduled day off, the employee shall receive another day off with the following twenty days, which will be mutually agreed upon by the employee and the Department Head.

23.4 When a holiday falls during an employee's paid vacation, the employee shall not be charged a vacation day for the day of the holiday.

23.5 Full-time employees required to work on a paid holiday shall, at the option of the employee, be entitled to his/her Holiday pay plus normal pay for working the Holiday or normal pay for working the Holiday plus a floating holiday. Should the employee elect a floating holiday, s/he must notify the Department Head at the time the work is performed and it shall be taken at a time mutually agreed between the Department Head and employee.

23.6 An employee on an extended leave of absence without pay shall not receive holiday pay.

23.7 If a full-time employee's birthday falls on the same day as a recognized holiday, then the employee shall receive another day off to be scheduled at the mutual convenience of the Department Head.

ARTICLE 24

LEAVE DONATION

24.1 The intent of the Leave Donation Program is to provide a means to assist employees who, because of personal illness or disability, have exhausted their leave benefits and would otherwise be subject to a serious loss of income during a continued absence from work.

24.2 An employee with the appropriate number of accumulated vacation or sick time may make such a donation to a fellow employee provided that the balance of the donor's total leave credits does not drop below ten (10) days.

24.3 This program can be used only when it affects an employee's absence from work due to illness or disability and the sick/disable employee has no leave time available to use. Employees should contact the Personnel Office for the necessary forms.

24.4 All leave donation credits are subject to the approval of the Personnel Officer.

ARTICLE 25

CHANGE IN STATUS

25.1 A transfer means a change, without further examination, of a permanent employee from one (1) position under the jurisdiction of one (1) department to a similar position under the jurisdiction of another department.

25.2 An employee who transfers shall serve a probationary period and will return to his former department if transferee's work is not satisfactory during the probationary period pursuant to Civil Service Rules and Regulations. The probationary period for transfers is twelve (12) weeks.

25.3 If the transferring employee is entitled to fringe benefits prior to the transfer, s/he shall continue to receive all such benefits during the probationary period.

ARTICLE 26

PROMOTION

Respecting promotions, the qualifications and abilities of employees shall be considered in conjunction with seniority standing in accordance with the terms of this Article. The promotion shall be based on fitness and ability with seniority being a factor only when fitness and ability are equal. The Employer agrees to make a sincere effort to train all employees, upon their request, to fill future higher rated classifications.

ARTICLE 27

POSTING

The Employer agrees to post notices of vacancies as they occur in a conspicuous location for members of the bargaining unit. Said vacancy shall remain posted until filled.

ARTICLE 28

LAYOFF AND RECALL

28.1 The Employer agrees that, in the event of a layoff, it will lay off all part-time employees in a title before any full-time employees in that title are laid off.

28.2 Should a lay-off occur, the Department Head shall first determine the number of positions by title that are to be eliminated. Layoffs within a title shall be by seniority with the least senior person being laid off first. The employee to be laid off may bump a less senior employee in a lower title within the bargaining unit provided that his/her fitness and ability to perform the job in the lower title is equal to that of the person in the lower title.

28.3 Employees shall retain recall rights for one (1) calendar year from the date of layoff in the position that they held. In the event of a recall, laid off employees with recall rights shall be offered jobs in reverse order of layoff. In addition, should the Employer create a position in a lower title and the Department Head deems a laid off employee(s) is qualified for the job, the Department Head shall offer the job in the lower title in accordance with the terms spelled out herein. Recall notice(s) shall be sent to the last known address of the person to be recalled via certified return receipt mail. Should a laid off employee fail to respond to a recall offer within seventy-two (72) hours after the recall notice was sent, s/he shall be deemed to have waived his/her right to be recalled in accordance with the terms of this Article.

28.4 Any laid off employee with recall rights may apply to fill a vacancy in a higher level position and his/her eligibility to fill said position shall be determined as provided in Article 26, Promotion. It is understood that said employees will not continue to earn seniority after s/he is laid off but his/her seniority shall be frozen and maintained while s/he has recall rights.

ARTICLE 29

SAFETY AND HEALTH

29.1 The Employer and the Union recognize the importance of having a safe work environment for employees. In that regard, upon advanced notice and provided that it does not unduly interfere with work, the Town agrees to allow a representative from the Union to visit the work sites of bargaining unit members for the purpose of helping ensure a safe work environment.

29.2 The Employer agrees to notify the Union when there is an accident that results in the serious injury to an employee.

ARTICLE 30

LICENSES AND PERMITS

30.1 When the Employer requires an employee to maintain a special license or permit necessary to perform an employee's duties, the Town shall pay for the cost of maintaining such license except for basic driver's license. Said cost shall be pro-rated on an annual basis and reimbursement shall be provided on or about the anniversary of the employee obtaining the special license or permit.

30.2 An employee who must take a test and/or exam in order to receive or maintain a license or permit required by the Employer shall be considered to be on Town time at the applicable rate while traveling to and from the exam and/or test and while taking said exam and/or test. The time for taking the exam and/or test must be approved in advance by the Department Head. The Town shall provide for transportation to and from the location where the test and/or exam is given or it may elect to furnish an employee with a transportation allowance, which shall be equal to the State designated mileage allowance.

ARTICLE 31

SEASONAL WORKERS

The Union recognizes the right of the Town to hire seasonal workers. However, it is understood that no full-time employee shall lose regular full-time work or any part time employee shall lose work because of the employment of any seasonal worker.

ARTICLE 32

PART TIME POSITIONS

32.1 The Employer agrees that it will not reduce any employee from Full Time status to Part Time status. The Employer may hire part time employees provided it does not exceed the limits set forth in Article 53, Full Time/Part Time Ratio and Article 32.2.

32.2 In the event a part time employee works thirteen (13) or more weeks in excess of thirty-two (32) hours in a fifty-two (52) week period, said position will be considered full time and will be posted as provided in Article 27.

ARTICLE 33

INDIVIDUAL AGREEMENTS

This agreement shall supersede any individual agreement and/or arrangement that is inconsistent or contrary to its terms. Any agreements that do not satisfy this requirement shall be deemed null and void.

ARTICLE 34

LABOR/MANAGEMENT COMMITTEE

A Labor Management Committee will be established to discuss work related issues and concerns, including safety and health matters. The Committee will be composed of up to two (2) employees, a Union representative and three (3) management representatives. Committee meetings will be scheduled to meet quarterly but may meet more often if necessary. The parties will develop an agenda several days before the meeting. Employees will receive their straight-time hourly pay while attending Labor/Management meetings if held during the workday.

ARTICLE 35

HEALTH AND DENTAL INSURANCE

35.1 Eligibility

Employees shall be eligible for health and dental insurance coverage the first day of the month following the employee's date of hire with the Town. Employees shall be eligible for the health and dental insurance benefit contained herein provided it does not result in duplicate coverage.

35.2 Health and Dental Insurance

Employees who are eligible for the health and dental insurance benefit shall pay the following amounts toward the cost of health and dental insurance through the Town's carrier:

a) Employees hired prior to January 1, 1991, shall not be required to make any contribution toward the premium cost of health and dental insurance unless and until all non-union Town employees who were hired prior to January 1, 1991 are required to make contributions toward the premium cost of health and dental insurance. In the event all non-union Town employees who were hired prior to January 1, 1991 are required to make a contribution toward the premium cost of health and dental insurance, bargaining unit employees shall also be required to make the same contribution provided it does not exceed ten percent (10%) of the total premium cost. The Employer agrees to pay the remaining balance of the premium cost of health and dental insurance.

ARTICLE 35 – HEALTH AND DENTAL INSURANCE – CONTINUED

b) Employees hired after January 1, 1991, shall contribute 23% of the total premium cost of health and dental insurance and the Employer shall contribute 77% of the total premium cost of health and dental insurance.

c) When selecting health insurance coverage employees may choose from one of the following:

- 1) Single Coverage
- 2) Two-Person Coverage
- 3) Family Coverage

d) When selecting dental insurance coverage employees may choose from one of the following:

- 1) Single Coverage
- 2) Employee and Spouse Coverage
- 3) Employee and Child Coverage
- 4) Family Coverage

35.3 In the event the current health insurance plan or dental insurance plan is no longer available or if the Town wishes to change carriers, any subsequent plan shall be comparable to the existing plan in terms of benefit coverage if available.

35.4 If a husband and wife as well as significant others are both employees of the Town dual coverage may only be through single plans. If the husband or wife or significant other has opted for family coverage, his/her spouse or significant other will not be eligible for additional coverage by the Town.

35.5 Cafeteria Plan – The Town will also offer a full-flex Cafeteria Plan as allowed under Section 125 of the Internal Revenue Code (IRC) whereby employees could pay for:

a) A Premium Conversion or Premium Only Plan (POP), which would allow those employees who pay for a portion of their health insurance to do so by having the money deducted from their paycheck with pre-tax dollars instead of after tax dollars;

b) A Flexible Spending Account (FSA) whereby employees could place pre-tax dollars into an account which would be used for qualified medical expenses (unreimbursed medical expenses) as allowed under Section 125 of the IRC (minimum of \$10 per pay period and maximum of \$45 per pay period);

c) A Dependent Care Account (DCA) whereby employees can place pre-tax dollars into an account to pay for dependent day care as allowed under Section 125 of the IRC.

ARTICLE 35 – HEALTH AND DENTAL INSURANCE – CONTINUED

35.6 Full health insurance buy-out

a) During the first pay period in December of each year, the Town shall pay each employee who has completely opted out of health insurance the sums provided in section D of Article 35.6.

To be eligible for opt-out status an employee must have been enrolled in the Town's health care for at least one year prior to opting-out. It is understood by the parties that once an employee has opted out, the employee shall continue to receive the payments listed in section A & D of Article 35.6 until an employee has opted back into coverage. The rules for opting back into coverage are provided in section C of Article 35.6.

b) The payment as provided in section A & D of Article 35.6 shall be pro-rated for each month that an employee has not opted out of health insurance.

c) Once an employee opts out of coverage and becomes eligible for the buy-out, said employee will not be eligible to opt back in to coverage unless a qualifying event occurs that includes but is not limited to a legal separation, divorce or annulment, death of spouse or significant other, loss of eligibility through another plan. In addition, no opt out will be allowed until the employee provides proof that s/he has health insurance coverage from another source.

d) 1) The payment for those opting out of single coverage shall be \$1600.

2) The payment for those opting out of 2-person coverage shall be \$3600.

3) The payment for those opting out of family coverage shall be \$3600.

Effective 1/1/13, the payment for those opting out of family coverage shall be \$4200.

ARTICLE 36

RETIREE HEALTH INSURANCE

36.1 Requirements

The Town will only allow family or two (2) person contribution rates for those dependents that existed at the time of retirement (the retiree will be responsible for any and all premium rates for dependents added after the time of retirement). In the event of the death of the retiree, an un-remarried spouse and/or eligible dependent(s) may elect to continue coverage in the Health Insurance Plan beyond the time of the retiree's death but will be required to pay the entire premium cost for such coverage.

ARTICLE 36 – RETIREE HEALTH INSURANCE - CONTINUED

36.2 Eligibility for employees hired prior to 1/1/12:

To be eligible for health insurance benefits upon retirement, the employee must:

- a) Have ten (10) consecutive years of full-time service with the Town.
- b) Be eligible for and activate his/her retirement benefits provided by the New York State Retirement system upon retiring from the Town.
- c) Have coverage through a plan approved by the Town at the time of retirement and be eligible for continuation of said plan upon retirement.
- d) Not have health insurance through any other source except Medicare.
- e) Not be eligible for coverage through a spouse or domestic partner.

Benefit Formula

Employees who retire effective January 1, 2005 or thereafter, and meet the above requirements, the Town will pay premium costs based upon the following:

- a) At the time of retirement the Town will calculate an "Eligibility Number" for that employee by age at time of retirement + continuous years of service = eligibility number.
- b) This eligibility number will establish the percentage of the premium cost the Town will pay toward health insurance. The percentage shall be as follows:

<u>Eligibility</u>	<u>Percentage of Full Benefit Level</u>
80 or higher	90%
75 – 79	80%
70 – 74	70%
65 - 69	60%
60 –64	50%
59 -or less	no benefit

- c) Upon reaching age sixty-five (65) retiree's primary coverage shall be Medicare with the Town's plan secondary.

ARTICLE 36 – RETIREE HEALTH INSURANCE - CONTINUED

36.3 Eligibility for employees hired on or after to 1/1/12:

To be eligible for health insurance benefits upon retirement, the employee must:

- a) Have fifteen (15) consecutive years of full-time service with the Town.
- b) Be eligible for and activate his/her retirement benefits provided by the New York State Retirement system upon retiring from the Town.
- c) Have coverage through a plan approved by the Town at the time of retirement and be eligible for continuation of said plan upon retirement.
- d) Not have health insurance through any other source except Medicare.
- e) Not be eligible for coverage through a spouse or domestic partner.

Benefit Formula

Employees who retire effective January 1, 2012 or thereafter, and meet the above requirements, the Town will pay premium costs based upon the following:

- a) At the time of retirement the Town will calculate an "Eligibility Number" for that employee by age at time of retirement + continuous years of service = eligibility number.
- b) This eligibility number will establish the percentage of the premium cost the Town will pay toward health insurance. The percentage shall be as follows:

<u>Eligibility</u>	<u>Percentage of Full Benefit Level</u>
80 or higher	77%
75 – 79	75%
70 – 74	70%
65 - 69	60%
60 –64	50%
59 -or less	no benefit

- c) Upon reaching age sixty-five (65) retiree's primary coverage shall be Medicare with the Town's plan secondary.

ARTICLE 37

WAGES

37.1

CEMETERY ATTENDANT

<u>LENGTH OF SERVICE</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Start	\$12.19	\$12.40	\$12.62
After 1 year of service	\$12.42	\$12.64	\$12.86
After 3 years of service	\$13.87	\$14.11	\$14.36
5 years of service or more	\$15.31	\$15.58	\$15.85

CEMETERY SUPERVISOR

<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
\$16.76	\$17.05	\$17.35

TRANSFER STATION ATTENDANT

<u>LENGTH OF SERVICE</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Start	\$12.19	\$12.40	\$12.62
After 1 year of service	\$12.42	\$12.64	\$12.86
After 3 years of service	\$13.87	\$14.11	\$14.36
5 years of service or more	\$15.31	\$15.58	\$15.85

RECYCLING ATTENDANT

<u>LENGTH OF SERVICE</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Start	\$12.19	\$12.40	\$12.62
After 1 year of service	\$12.42	\$12.64	\$12.86
After 3 years of service	\$13.87	\$14.11	\$14.36
5 years of service or more	\$15.31	\$15.58	\$15.85

WATCHPERSON

<u>LENGTH OF SERVICE</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Start	\$12.42	\$12.64	\$12.86
After 1 year of service	\$12.87	\$13.10	\$13.33
After 3 years of service	\$14.57	\$14.83	\$15.09
After 5 years of service or more	\$16.27	\$16.55	\$16.84

ARTICLE 37 – WAGES - CONTINUED

TRANSFER STATION OPERATOR

<u>LENGTH OF SERVICE</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Start	\$12.93	\$13.16	\$13.39
After 1 year of service	\$13.52	\$13.76	\$14.00
After 3 years of service	\$14.99	\$15.25	\$15.52
After 5 years of service	\$16.45	\$16.74	\$17.03
After 7 years of service	\$17.58	\$17.89	\$18.20
After 9 years of service	\$17.98	\$18.29	\$18.61
After 10 years of service or more	\$18.29	\$18.61	\$18.94

LANDFILL OPERATOR

<u>LENGTH OF SERVICE</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Start	\$12.93	\$13.16	\$13.39
After 1 year of service	\$13.52	\$13.76	\$14.00
After 3 years of service	\$14.99	\$15.25	\$15.52
After 5 years of service	\$16.45	\$16.74	\$17.03
After 7 years of service	\$17.58	\$17.89	\$18.20
After 9 years of service	\$17.98	\$18.29	\$18.61
After 10 years of service or more	\$18.29	\$18.61	\$18.94

MEO

<u>LENGTH OF SERVICE</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Start	\$14.63	\$14.89	\$15.15
After 1 year of service	\$14.93	\$15.19	\$15.45
After 3 years of service	\$15.44	\$15.71	\$15.98
After 5 years of service	\$15.94	\$16.22	\$16.51
After 7 years of service	\$16.76	\$17.05	\$17.35
After 9 years of service	\$17.79	\$18.10	\$18.41
After 10 years of service or more	\$20.13	\$20.48	\$20.84

HFO

<u>LENGTH OF SERVICE</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
Start	\$15.94	\$16.22	\$16.51
After 1 year of service	\$16.76	\$17.05	\$17.35
After 3 years of service	\$18.04	\$18.36	\$18.68
After 5 years of service	\$20.13	\$20.48	\$20.84
After 7 years of service	\$20.81	\$21.17	\$21.54
After 9 years of service	\$21.28	\$21.65	\$22.03
After 10 years of service or more	\$22.10	\$22.77	\$23.45

ARTICLE 37 – WAGES – CONTINUED

The Deputy Highway Superintendent will receive an additional one dollar and fifty cents (\$1.50) per hour premium for all hours worked while classified as the Deputy Highway Superintendent.

Employees shall receive the corresponding rate of pay for their job title and length of service or their own rate of pay plus the following general wage increases on the following dates, whichever is greater:

<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>
1.75%	1.75%	1.75%

**Employees advancing from one job title to the next shall receive the starting rate of pay for the new job title or their existing rate of pay plus a minimum of a three and one half percent (3.5%) increase, whichever is greater.

37.2 Longevity

Employees who will have completed five (5) consecutive years of service with the Town shall be entitled to a \$200.00 payment the first pay period in December of each year of the contract, non-cumulative. For those who have completed ten (10) consecutive years, \$500.00, fifteen (15) years, \$1,000.00 and twenty (20) years, \$1,500.00 and for each year of the contract, non-cumulative. If an employee was entitled to Longevity pay as specified above and the employee's employment was terminated prior to the first pay period in December, the employee shall receive a prorated amount within two (2) weeks of the employee's termination date. The prorated amount will be determined as follows:

For each full month that the employee terminates employment prior to December of any year, the employee's payment shall be reduced by 1/12. A full month would be considered any month in which the employee terminated employment on the 15th of the month or any date prior during the month. As an example, if an employee with five (5) consecutive years of service terminated employment on September 14th, the employee's payment would be reduced by 3/12th's and the employee's longevity payment would be \$375.00. However, if an employee with five (5) consecutive years of service terminated employment on September 16th, the employee's payment would be reduced by 2/12th's and the employee's longevity payment would be \$416.67.

37.3 Shift Differential

Employees reassigned to work a full normal workday starting at or about 10:00pm (Night Shift) shall be paid an additional thirty cents (30¢) per hour.

ARTICLE 37 – WAGES – CONTINUED

37.4 Call-In Pay

a) An employee who is called in to work shall be paid a minimum of four (4) hours or the time actually worked.

b) The Deputy Highway Superintendent when called in to work shall be paid a minimum of four (4) hours or the time actually worked with the following exception:

1) The Deputy Highway Superintendent is responsible to call in employees for work before or after scheduled work hours. The Deputy Highway Superintendent will be paid a minimum of one (1) hour or the time actually worked when calling employees into work.

37.5 PREVIOUS EXPERIENCE (For Those Hired after 1/1/15)

Previous work experience which is directly related to the work assigned to an employee will be recognized by the Town of North Elba for the purpose of establishing hourly wage rates. Completed months of employment will be counted in determining the length of service to be credited. The wage rate of employees credited with previous experience will be at the bracket called for in the progression scale in effect at the date of hire. An employee may not be credited with a Previous Experience rate of pay that exceeds the rate of pay for any employee hired prior to 1/1/15 in the same classification.

37.6 Superior Performance Pay

The rates of pay outlined in Article 37.1 are considered minimums. In the event The Town of North Elba wishes to recognize the superior performance of an individual the Town of North Elba may increase the employee's rate of pay to a rate of pay that exceeds the corresponding rate of pay for the employee's job title and length of service as follows:

a) The Town shall conduct an annual appraisal of each employee. The criteria to be considered shall be:

1) Understanding of the Job--- Does employee have adequate and skills related to the requirements to complete the variety of tasks required by the job?

2) Quality of Work---Is the quality of work acceptable and does it meet established standards? Is the employee accurate?

3) Productivity and Efficiency---Does the employee complete assignments on schedule, use resources wisely and manage time effectively?

4) Reliability and Dependability---Does the employee follow through on assigned tasks to completion as expected?

5) Initiative---Does the employee demonstrate initiative and resourcefulness by taking appropriate action with a minimum of direction as situations arise? Does the employee see opportunities to learn new skills and make suggestions for improving work processes?

ARTICLE 37 – WAGES – CONTINUED

6) Safety---Does the employee work safely, follow safety rules, report unsafe working conditions/practices, and proactively prevent unsafe practices in the workplace?

7) Service---Does the employee demonstrate a desire to serve, show a willingness and readiness to provide good service to Town residents? Does the employee exhibit honesty, integrity, and high ethical standards?

b) The employee's supervisor shall determine if the employee meets the requirements or exceeds the requirements in each of the seven criteria listed above in 37.6 (a).

c) For each criteria listed above in 37.6 (a) in which the employee exceeds the requirements, the employee shall receive 2.25 cents per hour multiplied by the number of hours worked in the previous 52 week period. As an example, if an employee worked 2080 hours in the previous 52 week period but only exceeded the requirements in 5 of the criteria listed in 37.6 a), the employee would be entitled to 2.25 cents per hour X 2080 hours X 5 for a total of \$234.00. This amount is non-cumulative and will not be added to the employee's hourly rate.

d) Performance Appraisals are meant to identify an employee's weaknesses and strengths but in no way shall the performance appraisal be used as a means to discipline or negatively impact an employee.

e) Employees shall be afforded an opportunity to make comments regarding their own performance to demonstrate that they have exceeded the requirements of any of the criteria listed above in 37.6 (a).

37.7 a) Employees hired prior to 1/1/15 shall slot into the wages scales outlined in 37.1 according to the grid in article 37.7(b.). Employee's actual length of service (date of hire) may differ from the length of service credited in 37.7(b.). In such cases the employee's credited length of service in 37.7(b) shall be used to determine wage rates only. An employee's credited length of service on 1/18/18 shall be utilized to determine the employee's advancement through the wage scale. No employee shall suffer a reduction in the wages they are presently receiving.

b) Credited length of service on 1/1/18 for employees hired prior to 1/1/15 slotting in to the wage scales outlined in 37.1.

<u>EMPLOYEE NAME</u>	<u>CREDITED LENGTH OF SERVICE ON 1/1/18</u>
Susan Muller	7 years in the Transfer Station Operator classification
Jennifer Reid	5 years in the Transfer Station Operator classification
Jonathon Ledwith	10 or more years in the Landfill Operator classification
Larry Brockway	10 or more years in the Landfill Operator classification
Ryan Taylor	7 years in the HEO Classification
Steve Lahart	7 years in the HEO classification
Jonathan Riley	7 years in the HEO classification
Robert Shaw	7 years in the HEO classification
Chris Kennedy	10 or more years in the HEO Classification
Kenny Porter	10 or more years in the HEO Classification
Mark Meeks	4 or more years in the HEO Classification

ARTICLE 38

OVERTIME

38.1 When, as determined by the Employer, it is necessary for employees to work overtime, the Employer agrees to provide as much reasonable notice as possible before assigning overtime work.

38.2 When assigning overtime, the Department Head will first decide how many employees from each title arc needed. The Department Head shall then distribute overtime equally and fairly based on the needs of the Department.

38.3 Employees shall be entitled to one and one-half (1 ½) his/her regular rate of pay for authorized work performed in excess of forty (40) hours in a pay period (Friday through Thursday). All paid time except sick time shall be considered as time worked for purposes of computing overtime.

38.4 In compliance with the Fair Labor Standards Act, the Employer, with the consent of an employee, may allow a maximum accrual of 160 hours of overtime to be used for purposes of compensatory time off. Compensatory time shall be earned at one and one-half (1 ½) hours for each hour of overtime worked.

ARTICLE 39

PAYROLL

Employees shall be paid on a bi-weekly payroll cycle with payment being distributed to employees on Thursdays. If a holiday falls on a Thursday, payment will be distributed on the preceding business day.

ARTICLE 40

BREAKS

Employees may be allowed a fifteen (15) minute paid break every four (4) hour block of time worked. All breaks must be approved by the Department Head in accordance with the needs and requirements of the Department. All breaks will be taken in the middle of the four (4) hour blocks whenever possible.

ARTICLE 41

NYS RETIREMENT

Employees shall be eligible to participate in the New York State and Local Retirement System consistent with applicable law.

ARTICLE 42

UNIFORMS AND SAFETY BOOTS

1. The Town has reached an Agreement to create a Master Account with the IBC store in Malone, NY (Store). The Town will provide the Store with an up to date list of the Town's employees who are on the Town's payroll. The Employer shall provide each employee with an annual combined uniform & ANSI approved safety boots credit allowance totaling \$600.00 to be used at the Store by those employees who are required to wear a uniform by the Town. Employee's will check into the store and present acceptable identification to Store management so that management may determine if the employee is entitled to receive his/her annual \$600.00 credit for Uniforms and Boots as stated above. Acceptable identification shall be a New York State driver's license, U.S. Military ID, U.S. Passport, identification provided by the Town of North Elba or any other identification which is accepted by the store. Once the Store management has determined the employee is entitled to the \$600.00 credit, the employee may purchase Uniforms and Safety Boots. Employee purchases of \$600.00 or less will be billed to the Town and the employee shall carry a balance to be used at a later date by the employee.

Employee purchases exceeding \$600.00 will be paid in the following manner:

- a) The Employer will pay the first \$600.00 and;
- b) The employee will pay the balance of the purchase to the Store at the time of purchase.

2. Either pullover or button-down shirts are acceptable.

3. Failure on the part of the employee to wear a uniform or ANSI Approved Safety Boots as required shall be cause for disciplinary action.

ARTICLE 43

DISCIPLINE AND DISCHARGE

Employees who have successfully completed their probationary period shall be entitled to the protections of Section 75 of the Civil Service Law.

ARTICLE 44

GRIEVANCE AND ARBITRATION

44.1 A grievance shall be defined as a claimed violation of an Article contained in this Agreement. All time limitations and other requirements contained herein shall be conditions precedent for filing and appealing grievances. Any and all time limitations may be waived by mutual consent of the parties and shall not be considered valid unless reduced to writing and signed by a representative of the Employer and the Union.

44.2 Should an employee or the Union have a grievance, s/he shall reduce it to writing and submit it to his/her Department Head within fifteen (15) days after the employee knew or should have known the basis upon which the grievance is based. All grievances must contain the name of the aggrieved party, the provision of the Contract alleged to have been violated, a brief description of the event(s)/cause(s) for the claimed violation, the date the alleged violation took place, the proposed remedy, the date the grievance is being submitted, and the signature of a Union Representative or the Shop Steward.

44.3 The Shop Steward and/or Union Representative shall discuss the matter with the appropriate supervisor within seven (7) days after the grievance was filed in order to try to resolve the matter.

44.4 Should the Union not be satisfied with the decision of the Department Head it may appeal the matter by submitting a copy of the grievance, along with a letter expressing its desire to appeal the grievance, to the Town Board within fifteen (15) days after receiving the decision of the supervisor. The Union, in its letter, may also request a meeting to discuss the matter with the Town Board or its designee to discuss the grievance. In such cases, the parties shall arrange to meet to discuss the matter as promptly as possible. The Town Board shall thereafter reduce its decision to writing and provide it to the Union and the grievant.

44.5 Should the Union not be satisfied with the decision of the Town Board or its designee, it may appeal the matter by notifying the Town Board via letter of its intent to appeal to arbitration within fifteen (15) days after receiving the decision of the Town Board or its designee. Thereafter, the Union shall have seventy-five (75) days to file a Demand for Arbitration.

44.6 Should the matter proceed to arbitration, the parties shall use the following arbitrators on a rotating basis in the following order:

Ron Kowalski
Robert Hite
Ira Lobel

If the first arbitrator to be contacted is unable to schedule a hearing date within sixty (60) days, his/her name shall be moved to the bottom of the list and the next arbitrator shall be contacted. Should no arbitrator be available within sixty (60) days, the parties shall proceed with the arbitrator who is first available.

ARTICLE 44 – GRIEVANCE AND ARBITRATION – CONTINUED

44.7 The arbitrator's jurisdiction shall be limited to interpretation of the Agreement as to whether there was a violation of the Agreement and s/he shall have no power to add to, subtract from, or otherwise modify any provision(s) of this Agreement. In addition, should the parties fail to agree to a submission, the matter before the arbitrator shall be as provided in the original grievance. The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be borne equally between the parties.

ARTICLE 45

MANAGEMENT RIGHTS CLAUSE

It is agreed that the Town retains and reserves unto itself and its duly elected officials, except as expressly limited by this Agreement or by the Civil Service Law, other applicable state or federal statutes or applicable rule or regulations of administrative agencies with jurisdiction, all of the authority, powers, rights and responsibilities conferred upon and vested in it and its officials by law, ordinance or applicable administrative rule or regulation and to take whatever actions it deems necessary to carry out its responsibilities.

ARTICLE 46

NEGOTIATION PROCEDURES

In the event the Union or the Employer desires to negotiate a successor Agreement, the moving party must notify the other in writing, of its desire not later than May 1 of the last year of the Agreement. Once the notice is issued, the parties will make a good faith effort to begin said negotiations not later than July 1, if possible.

ARTICLE 47

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 thereof, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 48

SEPARABILITY

If any Article or provision of this Agreement should be found to violate any federal, state or local law, or, if adherence to or enforcement of any Article or part of the Agreement should be restrained by court of law, the remaining Articles or parts thereof, shall not be affected. In such cases, upon the request of either party, the Employer and Union shall meet to renegotiate an alternative provision, if applicable.

ARTICLE 49

WORKERS' COMPENSATION

49.1 Employees who are unable to perform the duties of their employment because of disability or injury received in the service of the Town may be eligible for Workers' Compensation benefits.

49.2 Use of credited sick and/or vacation days will be at the option of the employee. In such cases, the Town will notify Workers' Compensation to insure the reimbursement for approved days lost due to the injury or illness is paid directly to the Town. At the request of the employee, his/her sick time shall be replenished based on the amount of the reimbursement from Workers' Compensation.

ARTICLE 50

NEW YORK STATE DEFERRED COMPENSATION PLAN

50.1 Employees may elect to participate in The New York State Deferred Compensation Plan (457 (b) of the IRS Code).

50.2 Employees may defer from 1% of compensation (but not less than \$10.00 per pay period) up to 100% of compensation (up to an annual maximum amount) after any required salary deductions (such as retirement system contributions, social security and Medicare taxes, health plan premiums, union dues or agency shop fees, etc.).

50.3 Employee deferrals are payroll deductible and shall be done on a pre-tax basis.

ARTICLE 51

DISCIPLINARY MEETINGS

51.1 The Town will notify an employee in advance, in writing of his/her right to union representation if he/she is directed to meet with his/her supervisor on a matter that could result in disciplinary action being brought against said employee.

51.2 Reasonable time shall be provided for the employee to obtain union representation. The parties agree and acknowledge that all other procedural rights and obligations in accordance with Section 75 of the Civil Service Law shall apply as set forth in Article 43 of this agreement.

ARTICLE 52

UFCW LOCAL ONE 401K SAVINGS FUND

52.1 The Employer agrees to take the actions indicated below with respect to its employees:

Deduct from pay and transmit to the UFCW Local One 401k Savings Fund employee contributions as elected by employees and as permitted by law. Employee contributions are subject to the rules of the Fund. Employee contributions shall be remitted to the Fund as soon as they can be reasonably segregated from the Employer's general assets, but no later than the tenth (10th) day of the month following the month in which the covered period of employment was performed. The Employer agrees to remit such contributions on such forms and in accordance with such procedures as prescribed by the Trustees.

52.2 The Employer hereby agrees to be bound by the terms of the Trust Agreement and the policies and procedures adopted by the Board of Trustees which governs the operation of the Fund and hereby agrees to accept the Employer Trustees of the Fund who have been selected as provided therein, as its representatives in the joint administration of the Fund.

52.3 The Fund shall have its principal office in Oriskany, NY and shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with the Declaration of Trust.

52.4 The Employer hereby acknowledges the provisions of the Trust Agreement dealing with the authority of the Trustees to compel and enforce the payment of contributions required hereunder. The Trustees, or their designated representatives, shall have the right to inspect payroll records, time records and such other records maintained by the Employer in the normal course of business as the Trustees shall believe pertain to the Fund. The Employer shall make available such records during reasonable business hours upon receipt of notice from the Trustees that they intend to conduct an audit or examination of such records for the purpose of verifying payments due to the Fund and to ensure compliance by the Employer with its obligation to make contributions pursuant to the terms of this Agreement, the Agreement and Declaration of Trust and applicable law.

ARTICLE 53

FULL TIME/PART TIME RATIO

The Employer will maintain a bargaining unit ratio, which shall include no more than 10% part time employees and no less than 90% full time employees.

ARTICLE 54

WORK ASSIGNMENT

The Town shall assign work to employees, which is reasonable and within the abilities of the employees. The parties recognize that in the Town's operation, it may often be necessary to vary work assignments. If any such work is normally performed at wage rates higher than those received by the employee assigned, a proper adjustment shall be made in wages for each hour worked in the higher paid classification. To determine the proper adjustment to be made, the Town will pay the employee a 3.5% increase for each hour worked while working in the higher paid classification OR the wage rate associated with length of service in the higher paid classification for each hour worked in the higher paid classification, whichever is greater. When determining the wage rate associated with length of service in the higher paid classification, the employee shall be credited with his/her length of service with the Employer. However, if the employee normally receives wages higher than those prevailing for the work assigned, no downward adjustment shall be made in the employee's wage, unless such employee has been permanently assigned or transferred to a lower rated job, in accordance with the seniority provisions of this Agreement.

ARTICLE 55

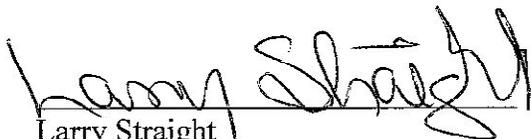
TERM OF AGREEMENT

The Agreement shall be effective January 1, 2018 and remain in full force and effective through midnight December 31, 2020.

FOR THE EMPLOYER:



Robert Politi
Town Supervisor



Larry Straight
Highway Superintendent

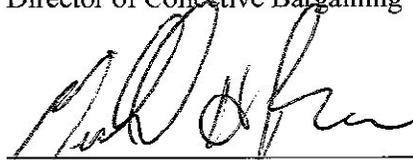
FOR THE UNION:



Frank C. DeRiso
International Vice President
President, UFCW Local One



Robert S. Boehlert
Director of Collective Bargaining



Michael Furner
Union Representative