

COLLECTIVE BARGAINING AGREEMENT

By and Between

TOWN OF BERNE

and



**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

January 1, 2023 – December 31, 2026

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1 PREAMBLE

1.1 Collective Bargaining Agreement

1.1.1 Parties to Agreement: **Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Berne, hereinafter referred to as the "Town", and the United Public Service Employees Union, hereinafter referred to as the "Union" or "UPSEU".

1.1.2 Purpose of Agreement: The general purpose of this Collective Bargaining Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Town, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Town's success in establishing a proper service to the community. To these ends, the Town and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

2 BARGAINING UNIT

2.1 Recognition

2.1.1 Recognition Clause: The Town hereby recognizes the United Public Service Employees Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment for the term of this Collective Bargaining Agreement for all employees of the Town identified in 2.1.2 below.

2.1.2 Bargaining Unit: Included in the bargaining unit are all full-time employees of the Highway Department, Transfer Station Operator, and the Deputy Superintendent of Highways. Excluded from the bargaining unit are the Superintendent of Highways, and all part-time employees, clerical employees, seasonal employees, and temporary employees.

2.1.3 Full-Time: A full-time employee shall mean and refer to an employee who is regularly scheduled to work a minimum of forty (40) hours per week throughout the year.

2.1.4 Part-Time: A part-time employee shall mean and refer to an employee who is regularly scheduled to work less than forty (40) hours per week throughout the year.

2.1.5 Seasonal Personnel: For the purpose of this Collective Bargaining Agreement, a "seasonal employee" shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste, or other traditional summer duties, or to assist in snow removal. Seasonal personnel shall not assist in snow removal unless all bargaining unit employees have been offered the opportunity to work. Seasonal employees will be hired in accordance with Civil Service guidelines. Seasonal personnel shall not be eligible for benefits provided through this Collective Bargaining Agreement.

2.1.6 Temporary Personnel: For the purpose of this Collective Bargaining Agreement, a "temporary employee" shall mean and refer to someone who is called in to work on an as-needed basis or to replace an employee who is on an approved leave of absence. Temporary personnel shall not be assigned to work unless all bargaining unit employees have been offered the opportunity to work. Temporary employees will be hired in accordance with Civil Service guidelines. Temporary personnel shall not be eligible for benefits provided through this Collective Bargaining Agreement.

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

3 MANAGEMENT RIGHTS

3.1 Management Rights

3.1.1 Management Rights Clause: The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise, the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this Collective Bargaining Agreement.

4 UNION RIGHTS

4.1 General Provisions

4.1.1 Union Rights Clause: The Town recognizes the rights of the public employees to be represented by the Union for the purpose of negotiating collectively with the Town in the determination of wages, hours and working conditions and the administration of grievances arising there under.

4.1.2 Notice of Disciplinary Action: The Town agrees to notify the Union as soon as possible in writing of any disciplinary action taken.

4.1.3 Employee Responsibilities: The Union agrees for its members that they will individually and collectively perform loyal and efficient work and services and that they will use their influence and best efforts to protect the property and interests of the Town, its good name and its services to the public.

4.2 Union Membership/Agency Shop

4.2.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town and the Town shall deduct and remit the dues in accordance with 4.2.3, below.

4.2.2 Agency Shop: In the event Federal and/or State laws are reversed and permit the deduction of agency shop fees, an employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty (30) calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town shall deduct and remit the service fee in accordance with 4.2.3, below.

4.2.3 Dues/Fees: The Town shall deduct membership dues or agency shop fees, as the case may be, from the pay of each employee each week and remit the sum to the Union.

4.2.4 Indemnification Clause: Executed copies of authorization cards will be kept on file by the Union and the Town. The Town assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is a duty and obligation of the Union. Deductions shall be made in the first payroll period following the furnishing of authorization cards. The Union shall indemnify and save the Town

harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon authorization cards furnished by the employees and/or Union.

4.3 Union Representation

4.3.1 Union Steward: The Union shall be permitted to appoint the Steward and one (1) alternate to act in the absence of the Steward. Any Union Officer may act in the absence of the Steward.

4.3.2 Release Time: Only one (1) representative designated by the Union (e.g. Union Steward, alternate Steward, or Union Officer) shall be allowed release time at any one (1) time for the following activities: to investigate and present grievances; to attend grievance arbitration hearings; to participate in collective bargaining negotiations, or to attend conferences and hearings of the New York State Public Employment Relations Board. Such leave shall be without loss of pay or leave credits.

4.3.3 Requests for Release Time: Requests for the use of release time shall be made to the Superintendent of Highways or Town Supervisor as far in advance as possible. The Superintendent of Highways and the Town Supervisor shall have the sole discretion in granting release time; however, such requests shall not be unreasonably denied. An employee requesting such release time shall not leave the employee's worksite until the Superintendent of Highways or Town Supervisor has approved it.

4.3.4 Presentation of Grievances: The presentation of a grievance, as defined in 14.1.1 below, should not be disruptive and can only be presented by the Steward, alternate Steward, or Union representative.

4.4 Safety Committee

4.4.1 Purpose: There shall be a standing Safety Committee for the sole purpose of discussing safety and health matters that affect employees.

4.4.2 Committee Agenda: The Safety Committee may not negotiate terms and conditions of employment. The Town and the Union must submit issues for discussion, in writing, at least fourteen (14) calendar days prior to the scheduled date of the meeting of the Safety Committee.

4.4.3 Frequency and Duration: The Town shall schedule a meeting of the Safety Committee within fourteen (14) calendar days of receiving a written request from the Union. The meeting shall occur during regular business hours and shall not exceed one (1) hour unless mutually agreed to by the parties.

4.4.4 Membership: The Superintendent of Highways shall serve as a member of the Safety Committee and serve as its chair. The Steward shall serve as a member of the Safety Committee.

4.5 Bulletin Boards and Meeting Rooms

4.5.1 Bulletin Boards: The Town will provide bulletin boards in each appropriate building which may be used by the Union for posting notices.

4.5.2 Meeting Rooms: The Union may use the Town's conference rooms or other designated rooms for meetings, provided the room is available. The Union shall obtain prior approval from the Town Supervisor. Approval shall not be unreasonably denied.

4.6 Access to Premises

4.6.1 Union Representatives: The Town agrees to permit representatives of the Union to enter the premises of the Town, for individual discussion of working conditions with employees, provided such

representatives do not unduly interfere with the performance of duties assigned to the employees. Such meeting will not occur for an unreasonable duration.

5 EMPLOYEE RIGHTS

5.1 Pledge Against Discrimination and Coercion

5.1.1 Civil Rights: The provisions of this Collective Bargaining Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Town the responsibility for applying this provision of the Collective Bargaining Agreement.

5.1.2 Union Activity: The Town agrees not to interfere with the rights of employees to become members of the Union and there will be no discrimination, interference, restraint, or coercion by the Town or any Town representative against any employee because of any employee's activity in an official capacity on behalf of the Union.

5.2 Personnel File

5.2.1 Location of Files: Original personnel records for current employees will be kept in a location designated by the Town Supervisor and will be maintained and controlled by the Town Supervisor. Employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor. Substance testing records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor.

5.2.2 Employee Access: A current employee may review and copy the contents of the employee's own personnel file, however, access to certain documents may be limited, for example, an employee may not be allowed to see documents including, but not limited to, attorney work products, confidential memorandums, letters of reference, and unsolicited complaints. The employee must make an appointment with the Town Supervisor. A person authorized by the Town Supervisor must be present when the employee inspects the file. The employee may not place any material in the file without the approval of the Town Supervisor, or designee. The employee has the right to provide a response to any document that the employee contests as either unfair or incorrect.

5.2.3 Union Access: With the written consent of the employee, a representative of the Union shall be allowed to review and copy the contents of the employee's personnel file, with the exception of certain documents such as attorney work products, confidential memorandums, letters of reference, and unsolicited complaints.

5.2.4 Change in Status: An employee must immediately notify the Town Supervisor of a change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

5.3 Seniority

5.3.1 Departmental Seniority: Seniority shall be determined by the employee's length of continuous service as a full-time employee in the Town of Berne Highway Department. For the purpose of calculating the length of service of a full-time employee, one (1) year shall be credited for each year of service beginning on the employee's last date of hire. In the event two (2) or more employees have the same length of service, the employee with the earliest day of hire shall have greater seniority. In the event two (2) or more employees have the same date of hire, such employees shall have their individual seniority determined by lot.

5.3.2 Leave of Absence: An employee shall not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave shall not be considered as a break in "continuous service", however, the employee's anniversary date shall be extended for a period equivalent to the time of such leave.

5.3.3 Workers' Compensation: An employee who is on an unpaid leave of absence due to a Workers' Compensation claim shall continue to accrue seniority as if the employee was in regular pay status. Such leave shall not be considered as a break in "continuous service" and the employee's anniversary date shall not be adjusted.

5.3.4 Loss of Seniority: An employee shall lose seniority for the following reasons only: 1) the employee quits; 2) the employee is discharged and the discharge is not reversed through the procedure set forth in this Collective Bargaining Agreement; 3) the employee does not return to work when recalled from layoff as set forth in the recall procedure (in appropriate cases, exception will be made); 4) the employee retires; or, 5) the employee is laid off for more than two (2) consecutive years.

5.3.5 Seniority Lists: The seniority list of employees will show the names, job titles, and date of hire of all employees in the unit entitled to seniority. The Town will keep the seniority list up to date at all times and will provide the Steward with up to date copies upon request.

5.4 Layoff Procedure

5.4.1 Definition: The word "layoff" shall mean and refer to a reduction in the work force due to a decrease of work or for any other operational or financial reason.

5.4.2 First to be Laid Off: In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service agency. In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within the bargaining unit, the employee within the affected job title with the least seniority shall be the first to be laid off.

5.4.3 Notice of Layoff: The Town shall provide an employee who is to be laid off with written notice of the layoff at least ten (10) workdays prior to the effective date of the layoff. If not, the Town shall pay the employee the equivalent of one (1) day's pay at the employee's regular daily rate of pay for each day short of the ten workdays.

5.4.4 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is able to perform the work required without additional training.

5.4.5 Seasonal and Temporary Personnel: Seasonal or temporary personnel shall not be assigned to work while any bargaining unit employees are in layoff status.

5.5 Recall Procedure

5.5.1 Recall Rights: In the event there is a vacancy in the job title in the competitive class where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service agency. In the event there is a vacancy in the job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

5.5.2 Notice of Recall: Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. If the employee fails to report for work within ten (10) workdays from the date the notice of recall was postmarked, the employee shall be considered a quit and the employee shall forfeit all future recall rights.

5.5.3 Duration of Recall Rights: Recall rights for an employee shall expire two (2) years from the date of lay-off. Written notice of expiration of recall rights shall be sent to the employee at the employee's last known address by registered or certified mail. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

6 VACANCIES & PROMOTIONS

6.1 Appointment to Vacancies

6.1.1 Selection of Applicants: The Superintendent of Highways will determine whether a particular employee's ability is suitable for a new job opening or promotion. In the event there is a vacancy in a new or existing job title within the bargaining unit, the position will be offered based on an applicant's seniority and ability. Such determination may be subject to the Grievance Procedure.

6.2 Probation (new hires)

6.2.1 Probationary Period: The probationary period for an employee appointed to a position in the competitive class will be in accordance with the rules and regulations of the local Civil Service agency. Except as otherwise provided in the rules and regulations of the local Civil Service, the probationary period for an employee appointed to a position in the non-competitive or labor class will be for a probationary period of fifty-two (52) weeks from the original appointment.

6.2.2 Union Representation: The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in 2.1.1 of this Collective Bargaining Agreement.

6.2.3 Failure to Successfully Complete Probationary Period: In the event a probationary employee's performance or conduct is not satisfactory, the Superintendent of Highways may dismiss the employee from employment at any time on or before completion of the probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

6.3 Probation (promotions and transfers)

6.3.1 Probationary Period: An employee who is promoted or transferred into a new position in the non-competitive class shall be placed on probation for a period of one-hundred and eighty (180) calendar days. At any time during this period, the Superintendent of Highways may rescind the promotion or transfer and the employee shall be reinstated to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. At any time during the probationary period, the employee may retreat to the employee's previous position.

6.4 Selection of Shifts

6.4.1 Shift Preference: Shift preference will be granted on the basis of seniority within the job classification. The transfer to the desired shift will be affected within thirty (30) calendar days following the posting of the shift changes.

7 HOURS OF WORK

7.1 Work Schedule

7.1.1 Regular Workday: The Superintendent of Highways will establish an employee's scheduled work shift to meet the particular needs and requirements of the Highway Department. The regular hours of work each workday, with the exception of emergencies, shall be consecutive, except for interruptions for lunch

periods. Once established, the beginning and ending of an employee's normal workday shall not be changed without an advance written notice of at least thirty (30) calendar days.

7.1.2 Regular Workweek: The regular workweek shall be Monday through Friday, except as set forth in 7.1.3, below. However, the Town Supervisor will establish the regular workweek of the Transfer Station Operator to meet the particular needs and requirements of the Transfer Station.

7.1.3 Summer Compressed Workweek: The Superintendent of Highways may schedule employees to work four (4) ten (10) hour days, Monday through Thursday, rather than five (5) eight (8) hour days.

During the period of this "compressed workweek," an employee who takes a full day of sick leave will have ten (10) hours (1¼ days) deducted from the employee's sick leave credits; an employee who takes a full day of vacation leave will have ten (10) hours (1¼ days) deducted from the employee's vacation leave credits; an employee who takes personal leave will have ten (10) hours (1¼ days) deducted from the employee's personal leave credits; and an employee who takes bereavement leave will have one (1) day deducted from the maximum allotment.

The exercise of this four (4) ten (10) hour day option shall not establish any precedent or commitment to reinstate a compressed workweek at any time in the future.

7.1.4 Punctuality and Attendance: Employees are required to report to work on time each day of the work week, with a five (5) minute grace period to be used only in the case of unavoidable issues or circumstances beyond the employee's control. Regardless of reason, any instance of punching in more than five (5) minutes late will subject the employee to discipline, including but not limited to the loss of fifteen (15) minutes of pay for each instance, as well as possible progressive discipline.

7.2 Additional Hours of Work

7.2.1 Requirement/Approval: The Superintendent of Highways may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

7.2.2 Procedure for Assigning Additional Hours:

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

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

Hours Not Extending from Normal Workday - In the event there is an opportunity in a given title to work additional hours beyond the normal workday or workweek, and the hours are NOT a continuation of "work in progress", the opportunity shall first be offered on a rotational basis to full-time employees in that job title. In the event a sufficient number of full-time employees do not volunteer, the opportunity may be offered to available part-time employees, temporary employees, and/or seasonal employees. In the event a sufficient number of employees do not volunteer, the work shall be assigned on a rotating basis to full-time employees in that job title.

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

7.3 Notification of Absence

7.3.1 Notification: In the event an employee is unable to report to work, the employee must personally notify the Superintendent of Highways each day of the absence and state the reason for the absence. In the event the absence was pre-authorized, this requirement will be waived. In the event the employee's absence is necessitated by emergency, or the employee's incapacitation, the employee's designee shall contact the Superintendent of Highways as soon as possible after the regular starting time of the workday to inform the Superintendent of Highways of the employee's whereabouts.

7.3.2 Absence Without Leave: An employee who is absent from work without giving proper notice or receiving proper authorization will be subject to appropriate disciplinary action.

7.3.3 Notification of Sick Leave: In the event an employee must take sick leave, the employee must personally notify the Superintendent of Highways at least one (1) hour before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence.

7.3.4 Early Departure: In the event an employee must leave work during the employee's workday, the employee must notify and receive the approval from the Superintendent of Highways prior to leaving.

7.4 Meal Period

7.4.1 Meal Period: All employees shall be entitled one (1) thirty (30) minute unpaid meal period at the midpoint of the workday. Unless otherwise directed by the Superintendent of Highways, an employee may normally leave the worksite during the meal period.

7.4.2 Overtime Meal Period: An employee who is required to work four (4) hours of overtime following the employee's regular full day shall then be granted one-half (1/2) hour off with pay for the purpose of eating, provided the employee will be required to return for additional overtime. A similar one-half (1/2) hour off with pay shall be granted for each such four (4) hour period of overtime to be followed by additional overtime. Unless otherwise directed by the Superintendent of Highways, an employee may normally leave the worksite during the overtime meal period.

7.5 Break Period

7.5.1 Rest Breaks: All Employees shall receive a fifteen (15) minute rest period during each half shift, to be scheduled as close to the middle of each half shift as is practicable. Employees, who, for any reason, work beyond their regular quitting time into the next shift, shall receive at least a fifteen (15) minute rest period at the beginning of each next work shift, provided it is contemplated that the employee will work at least four (4) hours. An employee who chooses not to take a rest break will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

7.5.2 Approval of Rest Breaks: Rest breaks must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Unless otherwise directed by the Superintendent of Highways, all rest breaks must be taken at the worksite and may not exceed the time allowed.

7.6 Clean-Up

7.6.1 Clean-Up Time: Employees shall be granted a fifteen (15) minute personal clean up period prior to lunch and quitting time. An employee who chooses not to take this time to clean-up will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

8 COMPENSATION

8.1 Wages

8.1.1 Pay Schedule: The pay schedules set below shall be the applicable schedules for the period January 1, 2023 through December 31, 2026, which reflects a retroactive increase of 3.0% on January 1, 2023, and increases of 3.0% on January 1, 2024, and 3.0% on January 1, 2025, and 3.0% on January 1, 2026.

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Working Foreman	\$26.25	\$27.04	\$27.85	\$28.69
HMEO	\$24.51	\$25.25	\$26.01	\$26.79

8.1.2 New Hire Rate: A newly hired employee shall receive one dollar (\$1.00) below the job rate during the first six months of employment. The Superintendent of Highways may, in his sole discretion, waive the \$1 reduction due to employee's qualifications, retainment and recruitment issues, or any other reason deemed necessary.

8.1.3 Longevity: Eligible employees who have completed the number of years referenced shall receive the following longevity payments. The payments will be made as a lump sum with the first payroll of December.

Start of fifth year of service, through nine (9) years: \$1560.00;
Start of tenth year of service, through fourteen (14) years: \$1872.00;
Start of fifteenth year of service, through nineteen (19) years: \$2184.00;
Start of twentieth year of service, through twenty-five (25) years: \$2496.00;
After twenty-five (25) years of service: \$2808.00.

8.2 Premium Pay for Overtime

8.2.1 Authorization: An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

8.2.2 Overtime Rate: An employee will be paid one and one-half times (1 ½X) the employee's regular hourly rate of pay for all authorized time worked over eight (8) hours in a given workday or forty (40) hours in a given workweek. However, an employee assigned to work as the Transfer Station Operator on a Saturday will receive the overtime rate only for time worked over ten (10) hours on a Saturday. During a "compressed workweek" an employee will be paid one and one-half times (1 ½X) the employee's regular hourly rate of pay for all authorized time worked over ten (10) hours in a given workday or forty (40) hours in a given workweek. An employee will not have the option of receiving "compensatory time" in lieu of paid overtime.

8.2.3 Computation of Overtime: Overtime shall be computed on a fifteen (15) minute basis. For example: If an employee works seven (7) minutes after the employee's regular shift, the employee will be paid the full fifteen (15) minutes at the premium rate.

8.2.4 Credit for Paid Leave: Holidays, vacation leave, sick leave, personal leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime. All military leave will not be included as time worked in the computation of overtime.

8.2.5 Compensatory time: In lieu of premium pay for overtime, an employee may choose to receive compensatory time. Employees may take a maximum of eighty (80) hours of compensatory time, with a maximum carry-over of fifty (50) hours. Employees may choose to sell back up to fifty (50) hours of compensatory time to the Town the first week of November of each year. Any compensatory time so designated shall be paid to the employee by the first pay period in December of each year.

8.3 Weekend Pay

8.3.1 Premium Rate: An employee who is assigned to work on a Saturday or Sunday, except an employee assigned to work as the Transfer Station Operator, will receive one and one-half times the employee's regular hourly rate of pay for all authorized time worked.

8.4 Out-of-Title Pay

8.4.1 Authorization: The Superintendent of Highways may require an employee to work out-of-title. An employee must receive prior approval from the Superintendent of Highways before working in a higher graded title.

8.4.2 Compensation: In the event an employee is assigned to work in a higher graded title for at least a full eight (8) hour shift (in the event of a compressed workweek a full ten (10) hour shift), the employee will receive the rate of pay at the step in that pay grade just above the employee's current rate of pay.

8.5 Call-Out Pay

8.5.1 Compensation: An employee who is called out for emergency duty, which is in addition to and does not attach to the employee's regular working hours, will receive premium pay at a rate of one and one half times (1 ½X) the employee's regular rate of pay for a minimum of three (3) hours or for the hours actually worked, whichever is greater.

8.5.2 Start Time: The hours actually worked shall commence from the time the employee receives the call to report to work, provided the employee's response is of a reasonable length.

8.6 Pay Period

8.6.1 Payroll Period: The payroll period will begin on Saturday at 12:00:01 a.m. and end fourteen (14) calendar days later on Friday at 11:59:59 p.m.

8.6.2 Pay Date: Paychecks will be issued on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

9 PAID LEAVE

9.1 Holidays

9.1.1 Designated Holidays: The following days are designated as "holidays":

New Year's Day	Martin Luther King Day	Presidents' Day
Armed Forces Day*	Memorial Day	Juneteenth
Independence Day	Labor Day	Columbus Day
Election Day	Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	Floating Holiday

*Armed Force Day observed the Friday before the third Saturday in May

The floating holiday must be requested by the employee. The employee must receive prior approval from the Superintendent of Highways to take a floating holiday. The Superintendent of Highways will have discretion in the approval of floating holidays. In addition to the above list of paid holidays, the Friday after Thanksgiving and the day after Christmas will be paid holidays provided the Superintendent of Highways designates them as paid holidays. If the Superintendent of Highways nevertheless calls the employees to work for snow removal or other emergency conditions, the employees shall work the required hours during the regular workday at the regular rate of pay. The above-referenced list will automatically be expanded to include any newly recognized Federal holidays, to take place the calendar year following any such recognition.

9.1.2 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which an employee is not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as the case may be. For example, during a five (5) day workweek, if the holiday occurs on a Saturday, then the preceding Friday will be the paid holiday, however, during a "compressed workweek", if the holiday occurs on either a Friday or a Saturday, then the preceding Thursday would be the paid holiday.

9.1.3 Holiday Pay: An employee who is not scheduled or required to work on any one (1) of the above referenced holidays shall be paid for the day at the employee's regular daily rate of pay; that is eight (8) hours at the straight time rate or ten (10) hours at the straight time rate if the employee is working a "compressed workweek" as set forth in 7.1.3, above.

9.1.4 Assigned to Work on a Holiday: Except as otherwise provided for in the case of snow removal or other emergency conditions under 9.1.1, above, an employee who does work on a designated holiday will be paid for all hours worked at one and one-half times (1 ½X) the employee's regular rate of pay plus "holiday pay". However, an employee who does work on Thanksgiving Day or Christmas Day will be paid for all hours worked at two times (2X) the employee's regular hourly rate, plus "holiday pay".

9.1.5 Holiday During Scheduled Leave: In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, paid sick leave, or paid bereavement leave, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

9.2 Vacation Leave

9.2.1 Allowance: An employee may take accrued paid vacation time, which shall accrue as follows starting from the date of hire. An employee may take vacation leave only after it has been credited:

<u>AFTER COMPLETION OF:</u>	<u>CREDITS PER PAY PERIOD</u>
Six (6) months of continuous service	1.54 hours
One (1) year of continuous service	3.08 hours
Two (2) years of continuous service	4.62 hours
Three (3) years of continuous service	6.15 hours

9.2.2 Accrual During Leaves of Absence: An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

9.2.3 Accumulation: An employee may accumulate vacation leave credits to a maximum of two hundred and forty (240) hours. Any vacation credits in excess of two hundred and forty (240) hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety (90) calendar days.

9.2.4 Scheduling: Vacation will, as far as practicable, be granted at times most desired by employees and consistent with the staffing requirements of the Highway Department. All vacation time must be approved by the Superintendent of Highways. The Superintendent of Highways will have discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most departmental seniority. Scheduling of vacation: Vacation leave credits may be used in thirty (30) minute increments.

9.2.5 Requirement to Work in an Emergency: An employee shall not be required to work while on vacation except in an emergency situation. An employee who is required to work on the employee's duly scheduled and approved vacation day or days shall be compensated at one and one-half times (1 ½X) the employee's normal rate of pay. At the employee's option, the employee may work at the regular rate of pay and save the scheduled vacation time.

9.2.6 Termination of Employment: An employee, who resigns, retires, is laid off, or is terminated from employment for any other reason will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. However, in the event an employee who is to resign or retire fails to give written notice at least fourteen (14) calendar days in advance of the last day of employment, the employee will have eighty (80) hours of vacation credits deducted from the employee's vacation leave accumulation. In case of the death of an employee, the employee's estate will receive payment for all accumulated vacation leave to which the employee is properly entitled.

9.3 Sick Leave

9.3.1 Allowance: An employee who was hired into a full-time position before January 1, 2013, will be credited with four (4) hours of paid sick leave each pay period. An employee who is hired into a full-time position on or after January 1, 2013, will be credited with three (3) hours of paid sick leave each pay period. An employee may take paid sick leave only after it has been credited.

9.3.2 New Employees: A newly hired employee will not be credited with sick leave credits prior to completing six (6) months of continuous employment, at which time the employee will be credited with fifty-two (52) hours of paid sick leave.

9.3.3 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

9.3.4 Accumulation: An employee may accumulate sick leave credits to a maximum of 1600 hours. Any sick leave credits in excess of 1600 hours will be cancelled.

9.3.5 Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for physician, chiropractor, osteopath or dentist appointments that cannot be scheduled during non-working hours. Sick leave credits may be used in thirty (30) minute increments.

9.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's spouse, child, parent, sibling or grandchild.

9.3.7 Notification of Sick Leave: In the event an employee must take sick leave, the employee must personally notify the Superintendent of Highways at least one (1) hour before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence. Absences necessitated by extenuating circumstances or emergency shall be reported to the Superintendent of Highways as soon as possible.

9.3.8 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave, or has used an excessive amount of sick leave, or after an employee is absent for five consecutive workdays due to an illness or injury.

9.3.9 Abuse of Sick Leave: An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excessive amount of sick leave will be subject to appropriate disciplinary action.

9.3.10 Termination of Employment: An employee who retires or is laid off will receive payment for unused sick leave credits to which the employee is properly entitled at the employee's then current rate of pay.

9.4 Personal Leave

9.4.1 Allowance: An employee who was hired into a full-time position before January 1, 2013, will be credited with thirty-two (32) hours of paid personal leave each year. An employee who was hired into a full-time position on or after January 1, 2013, will be credited with twenty-four (24) hours of paid personal leave each year. The employee may take personal leave only after it has been credited.

9.4.2 Date Credited: An employee will be credited on the first day of January of each year for use during the following twelve (12) months.

9.4.3 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited January 1st for use during that year.

9.4.4 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on December 31st will be converted to sick leave credits.

9.4.5 Scheduling: An employee must receive prior approval from the Superintendent of Highways to take personal leave. The request must be submitted to the Superintendent of Highways at least twenty-four (24)

hours in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent of Highways will have discretion in the approval of personal leave. Personal leave credits may be used in thirty (30) minute increments.

9.4.6 Termination of Employment: An employee who retires or is laid off will receive payment for unused personal leave which the employee is properly entitled at the employee's then current rate of pay.

9.4.7 Notwithstanding the requirements for retirement as outlined in the Berne Employee Handbook and/or Policy Manual, the Town recognizes the unique physical demands of the Highway Department employees, and as such offers the opportunity to retire for any unit member who has at least twenty (20) years to the Town, and who is at least age fifty-five (55), or who has at least fifteen (15) years of service to the Town, and who is at least age sixty (60). The Town will pay eight-five percent (85%) of health insurance costs for any such employee, with the understanding that any covered members would be responsible for transitioning to Medicare coverage at the age of sixty-five (65). The foregoing opportunity to retire is made with the understanding that any such retiring employee will not be accepting a new position in any capacity whatsoever that offers him health insurance and/or financial buyout in lieu of health insurance. Any such attempt to "double dip" would result in the permanent loss of health insurance through the Town of Berne.

9.5 Bereavement Leave

9.5.1 Immediate Family: In the event of a death of a full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five (5) scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Child (including step & foster)
- Parent or Legal Guardian

9.5.2 Extended Family: In the event of a death of a full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three (3) scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandchild
- Grandparent
- Spouse's Parent
- Child's Spouse

9.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Superintendent of Highways. The Superintendent of Highways shall have total discretion in the approval of such additional bereavement leave.

9.6 Jury Duty

9.6.1 Paid Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits.

9.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways.

9.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are four (4) or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

9.7 Civic Duty

9.7.1 Court-Issued Subpoena: An employee who is required by law to appear before a Court as a witness to an accident or a crime and in which the employee is not personally involved as a plaintiff or defendant shall be granted leave with pay for the period necessary, provided that the employee is under the order of a Court-issued subpoena for such appearance.

9.7.2 Notification of Civic Duty: When an employee receives said subpoena, the employee must immediately submit a copy to the Superintendent of Highways.

9.7.3 Return to Duty: In the event the employee is released from court on a given day and there are four (4) or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

10 UNPAID LEAVE

10.1 Extended Leave

10.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, an unpaid leave of absence may be available to an employee for personal reasons including, but not limited to, personal illness and family responsibilities.

10.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

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

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

10.1.5 Change in Status: If the reasons for the unpaid leave of absence changes, the employee must reapply or return to work.

11 MEDICAL - VISION - DENTAL

11.1 Medical Plan

11.1.1 Coverage: The Town will make available the medical insurance plan for each eligible employee and the employee's eligible family. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements of the insurance plan and has completed the insurance application prior to the first day of employment.

Note: As of January 1, 2018, the medical insurance plan is the MVP Silver 3 High Deductible EPO \$2200/\$4400, with the Town funding a Health Reimbursement Account at \$2200 for individual coverage and \$4400 for two-person or family coverage, as the case may be.

In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the health insurance plan.

11.1.2 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the then current plan.

11.1.3 Premium Payment (employees hired before 2-1-1998): The Town will pay the full premium for individual or family coverage, as the case may be, for each eligible employee hired before February 1, 1998.

11.1.4 Premium Payment (employees hired after 2-1-1998): The Town will pay the full premium for individual coverage or eighty-five (85%) percent of the premium for family coverage, as the case may be, for each eligible employee hired on or after February 1, 1998. The employee's premium contribution of fifteen percent (15%) will be deducted from the employee's regular paycheck.

11.2 Vision Plan

11.2.1 Coverage: The Town will make available a vision plan for each eligible employee and the employee's eligible family. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements of the plan and has completed the application prior to the first day of employment. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any bill or expense that is not covered or reimbursed by the vision plan.

11.2.2 Benefit Structure: There shall be an employee co-payment of twenty-five dollars (\$25.00). Service intervals are as follows:

Eye examination	twelve (12) months
Lenses	twelve (12) months
Frame	twenty-four (24) months

11.2.3 Change in Vision Plan: The Town may change the carrier and/or offer an alternative plan in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

11.2.4 Premium Payment: The Town will pay the full premium for individual or family coverage, as the case may be, for each eligible employee.

11.3 Dental Plan

11.3.1 Coverage: The Town will continue to make available a dental plan for each eligible employee and the employee's eligible family. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements of the plan and has completed the application prior to the first day of employment. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any bill or expense that is not covered or reimbursed by the dental plan.

11.3.2 Change in Vision Plan: The Town may change the carrier and/or offer an alternative plan in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

11.3.3 Premium Payment: The Town will pay the full premium for individual or family coverage, as the case may be, for each eligible employee.

11.4 Pre-Tax Medical and Dependent Care Expenses

11.4.1 Eligibility: A full-time employee is eligible to enroll in a pre-tax reimbursement plan under Section 125 of the Internal Revenue Service Code, provided the employee meets all eligibility requirements for medical insurance.

11.4.2 Pre-Tax Insurance Premiums: An employee may elect to pay the employee's contribution towards medical insurance premiums with pre-tax dollars.

11.4.3 Flexible Spending Accounts: An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account, dependent care flexible spending account, or both. Money set aside in an employee's medical care flexible spending account may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care flexible spending account may be used to cover eligible day care and nursery school expenses for covered dependents.

11.4.4 Election Changes: Eligible employees may enroll or decline coverage in the pre-tax reimbursement plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the Internal Revenue Service. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one (31) calendar days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

11.5 Medical Insurance Buy-Out

11.5.1 Eligibility: An employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must either enroll in two (2) individual plans or one (1) two (2) person or family plan and will not be eligible for this buy-out.

11.5.2 Amount of Buy-Out: The employee will receive twenty-five percent (25%) of the Town's annual premium contribution for the coverage the employee is eligible for (individual, two (2) person, or family). The buy-out is subject to applicable taxes.

11.5.3 Method of Payment: Partial payment of the buy-out (1/26th of the annual premium) will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

11.5.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plans made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five (5) business days prior to the first of the month and meets all

eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

11.6 Medicare Supplemental Insurance for Retired Employees

11.6.1 Coverage: In accordance with the eligibility requirements in 11.6.2, below, the Town offers medical insurance and prescription drug coverage to eligible full-time employees who were hired before January 1, 2007 and were on the active payroll as of December 31, 2006. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

11.6.2 Eligibility: To be eligible for coverage, the retiree must meet all of these requirements: 1) meet the eligibility criteria for Medicare coverage; and, 2) have been granted a retirement benefit from the New York State Employees' Retirement System.

11.6.3 Bridge Provision: An eligible employee as defined in 11.6.2, above, who leaves employment prior to meeting the eligibility criteria for Medicare and/or being granted retirement benefit from the New York State Employees' Retirement System may continue to receive coverage under the Town's medical insurance plan, provided such person pays the full premium. Once the retiree meets the eligibility criteria for Medicare coverage and has been granted a retirement benefit from the New York State Employees' Retirement System, the Town will pay the premium for individual coverage for a Medicare supplemental insurance policy. To be eligible for this "bridge provision", the retiree must have been enrolled in the Town's medical insurance plan and made premium payments without interruption from the date of leaving employment until the date of becoming eligible for Medicare and receiving benefits from the retirement system.

11.6.4: Early Retirement: Notwithstanding the provisions of 11.6.3, an employee who is eligible under 11.6.1 and 11.6.2, and has at least twenty (20) years of service with the Town, who leaves service of the Town prior to being of retirement eligibility age will be qualified to receive a sum of five hundred dollars (\$500.00) per year in order to pay for Medicare Supplemental Insurance once said employee becomes eligible for Medicare. This benefit will be terminated if and when Medicare Supplemental Insurance becomes obsolete and/or non-applicable. The employee shall have to furnish receipts and/or proof of purchase of the Medicare Supplemental Insurance.

11.6.5 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative Medicare supplemental insurance policy in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the then current Medicare supplemental insurance policy.

12 DISABLED EMPLOYEES

12.1 Workers' Compensation Insurance

12.1.1 Reporting of Injury: An employee should report an injury to the Superintendent of Highways within twenty-four (24) hours of the occurrence in order to ensure prompt coverage of the claim. In the event the employee is unable to complete the forms due to the injury or illness, the Superintendent of Highways will complete and submit the required forms on behalf of the employee.

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

12.1.3 Continuation of Medical Insurance: An employee who is receiving Workers' Compensation payments for lost time and is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue medical insurance coverage in accordance with COBRA.

12.2 New York State Disability Insurance

12.2.1 Coverage: The Town will provide payment of disability benefits to each employee under the New York State Disability Law. No contributions to the cost of providing benefits shall be required from employees.

12.2.2 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with New York State Disability Insurance payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave.

12.2.3 Continuation of Medical Insurance: An employee who is receiving short-term disability payments under this plan and is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

12.3 Limited Duty Program

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

12.3.2 Eligibility: The employee must be classified as partially disabled at fifty percent (50%) or less by the insurance carrier and the employee must have a prognosis of full recovery within six (6) months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Town. The Town shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations. An employee who refuses to submit to a medical examination ordered by the Town will be subject to appropriate disciplinary action.

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

12.3.4 Wages and Benefits: While performing a limited duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to full-time employees set forth in this Collective Bargaining Agreement.

12.3.5 Duration of Assignment: A limited duty assignment shall not exceed six (6) months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

12.3.6 Refusal of Assignment: In the event the employee refuses a limited duty assignment, the employee will be referred to the Town's current insurance carrier for a benefit determination and may be subject to appropriate disciplinary action.

13 GENERAL PROVISIONS

13.1 Work Accouterments

13.1.1 Uniforms & Safety Equipment: The Town shall provide rain gear, gloves, rubber boots, respiratory protection, safety glasses and necessary personal protective equipment for use by an employee while at work.

The Town will provide clean uniforms to those employees who opt to have such a service. An employee who elects the uniform service must wear the uniform when at work and failure to do so will result in losing this option.

13.1.2 Work Shoes: The Town shall reimburse an employee up to a maximum of three hundred dollars (\$300.00) per year for work shoes/boots. The employee will choose the shoe/boot, provided that any such choice meets ANSI standards as outlined by OSHA: <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.136>. All required corresponding receipts must be submitted to the Superintendent of Highways prior to reimbursement.

13.1.3 Eyeglass replacement: An employee whose glasses are broken on the job through no negligence of the employee shall be entitled to a replacement allowance not to exceed three hundred dollars (\$300.00) per year. Incident reports must be filed, and replacement approved in advance. All required corresponding receipts must be submitted to the Superintendent of Highways prior to reimbursement.

13.1.4 Prescription safety glasses [new section]: The Town shall reimburse an employee up to a maximum of two hundred and fifty dollars (\$250) per year for prescription safety glasses. This amount shall include a maximum of one hundred and twenty-five dollars (\$125) per pair for a maximum of two pairs of prescription safety glasses, one each for myopia (nearsightedness) and hyperopia (farsightedness), as required.

13.2 Commercial Driver's License

13.2.1 Requirement to Possess a Commercial Driver's License: An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

13.2.2 Loss or Suspension of Commercial Driver's License: An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the appropriate Superintendent of Highways in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act of 1986, an employee who is required to possess a Commercial Driver's License must notify the Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

13.3 Snow Removal

13.3.1 Wing Operator: When weather conditions require a wing operator, the Superintendent of Highways will give such assignments proper consideration.

14 DUE PROCESS PROCEDURES

14.1 Grievance Procedure

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

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

The grievance must be submitted, in writing, to the Superintendent of Highways within seven (7) calendar days from knowledge of the occurrence, or when the Union should have had knowledge. Within seven (7) calendar days after receiving the grievance, the Superintendent of Highways shall issue a written response to the grievance, which shall be given to the Steward and the aggrieved employee(s).

14.1.3 Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within seven (7) calendar days from receiving the Step One response, or when the Step One response should have been received. Within seven (7) calendar days after receiving the appeal, the Town Supervisor shall issue a written response to the grievance, which shall be given to the designated representative of the Union.

14.1.4 Step Three - Binding Arbitration: If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within thirty (30) calendar days from receiving the Step Two response or when the Step Two response should have been received.

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

14.2 Disciplinary Procedure

14.2.1 Discipline for Just Cause: The Town shall not subject an employee who has completed probation, as defined in 6.2.1 above, to any disciplinary action or penalty except for just cause.

14.2.2 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be given to the Steward.

14.2.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within seven (7) calendar days from receiving the Notice of Discipline. Within seven (7) calendar days after receiving the appeal, the Town Supervisor will meet with the disciplined employee and the designated representative of the Union. Within seven (7) calendar days after said meeting, the Town Supervisor shall issue a written response, which shall be given to the designated representative of the Union.

14.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for

arbitration must be filed within seven (7) calendar days of receiving the response from the Town Supervisor or when the response should have been received.

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

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

14.2.6 Confidentiality: If the Town has reason to reprimand an employee, this shall, insofar as practicable, be done in a manner that will not embarrass the employee before another employee or the public.

15 EXECUTION OF AGREEMENT

15.1 Duration of Agreement

15.1.1 Duration: This Collective Bargaining Agreement shall be effective from January 1, 2020-2023 through December 31, 2022 **2026**, unless otherwise agreed to by the parties.

15.2 Savings Clause

15.2.1 Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.

15.2.2 Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of affecting the purpose of the provisions, portions or applications.

15.3 Legislative Action

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

arbitration must be filed within seven (7) calendar days of receiving the response from the Town Supervisor or when the response should have been received.

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

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