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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF CANTON

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

Unit #8422

January 1, 2012 – December 31, 2014
# Table of Contents

1. RECOGNITION
2. MANAGEMENT RIGHTS
3. CSEA RIGHTS
4. EMPLOYEE RIGHTS
5. HOURS OF WORK
6. COMPENSATION
7. VACATIONS
8. PAID HOLIDAYS
9. PAID LEAVE
10. SICK LEAVE
11. HEALTH INSURANCE
12. DISABLED EMPLOYEES
13. RETIREMENT PLAN
14. GENERAL PROVISIONS
15. GRIEVANCE PROCEDURE
16. RETIREE MEDICAL
17. APPLICATION OF AGREEMENT

(2012-2014)
1 RECOGNITION

1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Canton (hereinafter referred to as the “Employer” or “Town”) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as the “Union”).

1.2 Recognition: The Town of Canton, Employer, recognizes the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO as the exclusive representative for collective negotiation with respect to salaries, wages, hours and all other terms and conditions of employment for the employees of the bargaining unit as defined in Addendum A.

2 MANAGEMENT RIGHTS

2.1. Management Rights Clause: Except as expressly limited by other provisions of this Agreement, all the authority, rights and responsibilities possessed by the Town of Canton are retained by it, including but not limited to: the right to determine the mission and number of employees, purposes, objectives and policies of the Town to determine the facilities, methods, means and number of personnel required for the conduct of Town programs; to administer the merit system, including the examination selection, recruitment, hiring, appraisal, training, retention, promotions, assignment or transfer of employees pursuant to law; to direct; deploy and utilize the work force; to establish specifications for each class of positions to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this agreement. This does not exclude the Town from hiring in emergency or extenuating situations temporary and part-time or full-time help.

2.2 Statutory Rights Clause: Nothing in this Agreement shall be construed as waiving any right or protection granted to the Town, CSEA or any employee under any applicable Federal or State law.

2.3 Consolidation of Services with Village of Canton: Should the Village and the Town of Canton decide to consolidate any existing general services presently being provided under this agreement (to the public), and covered under the terms of this agreement, the Union (CSEA, Local 1000) shall have the right to sit down and discuss any “additional duties and responsibilities” with the Town before such implementation of potential shared duties or responsibilities take place.

3 CSEA RIGHTS

3.1 Dues Declaration: The Civil Service Employees Association, Inc, shall have exclusive rights to payroll deduction of dues and union-sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted on a bi-weekly basis to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. No other organization shall be accorded any payroll deduction privileges without the express consent and written authorization of the Civil Service Employees Association, Inc. The employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 each payroll period, a list itemizing the deductions of each employee.

3.2 Agency Fee: The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount so equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions on a bi-weekly basis and transmit the amount so deducted along with a listing of such employees to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.
3.3 **Membership Information:** On the effective date of this agreement, the employer shall supply to the Town of Canton Unit a list of all employees in the bargaining unit, showing the employee’s full name, home address, social security number, item number, and date of employment. Such information shall hereafter be provided to the unit on a yearly basis.

3.4 **Access to Employees:** The Union, and its designated agents, shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association’s sponsored benefits and programs.

3.5 **Leave for Negotiations:** At any one time, no more than three employees designated by the Union will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

### 4 EMPLOYEE RIGHTS

4.1 **Total Seniority:** Total Seniority shall be defined as length of continuous service from the first date of hire with the Town. The Highway Superintendent shall be required to have posted at the town garage a TOTAL SENIORITY list of all Town Highway employees and shall include the employee’s name and date of first hire by the Town.

4.2 **In-Class Seniority:** This type of seniority commences on the date an employee enters a specific Job Classification under Article 6.3 of this agreement.

4.3 **Layoff:** In the case of job abolishment or layoff, employees would be let go in the following order: 1) Temporary employees, 2) Part-time employees, 3) Full-time employees in inverse total seniority (i.e., the employee with the least seniority would go first, then the next least senior employee, etc.).

4.4 **Effects Bargaining for Layoffs:** In the event that the Town of Canton should layoff any employee covered hereunder for economic reasons, then this contract may be re-negotiated by the parties hereto with a view to retain as many employees in employment as is economically feasible.

4.5 **Recall:** A preferred list shall be established for purposes of recall and the list will be in effect for one year.

4.6 **Break in Continuous Service:** Continuous service shall be interrupted for the following reasons: a) When an employee quits of his own volition; b) When an employee is discharged or dismissed for just cause; or, c) If an employee is reinstated within one year from effective date of resignation or layoff because of seasonal employment, his continuous service shall not be interrupted.

4.7 **Job Vacancies – Trial Period:** If an opening occurs in any of the above classifications, the employees shall have a right to request a trial period in the classification in which the opening occurs. Should more than one employee wish to exercise this right, the employee with the most total seniority (etc.) shall be first. Upon request by the employee and approval of the Superintendent, said employee shall begin a 30-day trial period in said new classification. This 30-day trial period shall be at his/her former rate of pay. At the end of the 30 days, if the Superintendent decides said employee is qualified for the new classification; he/she shall then receive the prevailing wage in said classification.

4.8 **Job Vacancies – Posting:** Notification of any new or any vacant positions to be filled by the employers will be published in a conspicuous place in the Town Barn at least ten days prior to filing it. The qualifications for the classification as attached shall govern. Persons who apply for a position must meet those qualifications.

4.9 **Job Vacancies – Appointment:** The qualified employee with the most total seniority shall have the right of first refusal, etc., until the job has been-filled.

(2012-2014)
4.10 Right to Review Personnel Records: All employees covered by the agreement shall have the right to review his/her personnel folder. Advance notice, in writing, will be required. Employees will be notified of all derogatory material placed in his/her personnel folder. Employees shall have the right to submit a rebuttal of reasonable length on any derogatory material placed in his/her personnel folder. Employees may request derogatory material other than performance evaluation and disciplinary decisions be removed from the personnel folder after a period of five years, provided there is no recurrence of an incident of a similar nature.

5 HOURS OF WORK

5.1 Workday/Workweek: Each full-time employee shall work a ten-hour day (Monday through Thursday), exclusive of lunch break, which hours shall be 6:00 a.m. through 4:30 p.m. April 1st through October 31st, and an eight-hour day (Monday through Friday), exclusive of lunch break, from 6:00 a.m. to 2:30 p.m. November 1st through March 31st of each year.

5.2 Work Shifts: The following shift schedule shall be in effect from November through March for the period in which the Town of Canton may have village, state or county snow removal contracts and/or agreements, or until the Town elects to layoff employees. Shift 1: Eight hours per day Monday-Friday, 6:00 a.m. - 2:30 p.m. with coffee break 8:00 a.m. - 8:15 a.m. and lunch 12:00 a.m. - 12:30 p.m.

This schedule will revert to the Section 5.1 schedule outside of the months of November through March, in the event the Town obtains snow removal contracts or in the event of layoffs.

With regards to an unanticipated emergency, the Highway Superintendent has the sole discretion to adjust hours primarily for an unanticipated immediate emergency (not caused by lack of planning on the Town’s part) or snow removal duties.

5.3 Emergency Call-In: In emergency situations, the Superintendent may call employees in early and require them to leave after eight hours of work outside the normal shift hours. Such assignments shall not be routinely required nor utilized solely to avoid the payment of overtime. Call-in pay of two hours at time and one-half will be provided.
6 COMPENSATION

6.1 Starting Wage Rates: The Town Board, through the Superintendent of Highways, does hereby agree with the employees of the Highway Department, that there shall be the following job classifications with the following starting salaries for each:

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>$21.64</td>
<td>$22.08</td>
<td>$22.63</td>
</tr>
<tr>
<td>Auto-Mechanic (HEO)</td>
<td>$20.47</td>
<td>$20.88</td>
<td>$21.40</td>
</tr>
<tr>
<td>HEO</td>
<td>$20.47</td>
<td>$20.88</td>
<td>$21.40</td>
</tr>
<tr>
<td>MEO</td>
<td>$19.95</td>
<td>$20.35</td>
<td>$20.86</td>
</tr>
<tr>
<td>Laborer</td>
<td>$12.55</td>
<td>$12.80</td>
<td>$13.12</td>
</tr>
</tbody>
</table>

The definitions for each job classification are attached hereto and made a part hereof in Addendum A, except for the municipal building custodian, which has a special provision within the contract.

6.2 Longevity Bonus: In addition to the above wages paid in each classification, from now on, any employee upon completion of five years' continuous service with the employer shall receive an additional .20 cents per hour for each five-year period.

6.3 Job Classifications: It is further agreed that the Superintendent of Highways shall, in accordance with Civil Service Rules and Regulations, determine the classification of each employee and shall so notify the employee as to the classification into which he/she is placed. It is the sole province and discretion of the Superintendent as to the classification and assignment of work duties.

6.4 Out-of-Title: It is further stipulated and agreed that the Superintendent of Highways may, at any time the work load demands, require an individual to work within a lower or higher classification as the need be, agreeing, however, that if the employee works for more than one hour in a "higher" classification, he/she shall be paid at the scale provided for that classification.

6.5 Supervisor Foreman Upgrading: When, and if it becomes necessary to upgrade a union employee to the temporary position of Supervisor Foreman, an employee with the most total seniority and qualified shall be offered the position and if he or she refuses, then the next most qualified employee, etc., will be offered the position, etc., until the position has been filled. When any employee covered by this agreement is upgraded to this position, employee will receive an additional $2.00/hour above his/her normal pay while performing these duties.
6.6 Call-Out and Overtime Procedures: Call-out and overtime will be equally distributed among unit employees "in so far as possible and practicable" and in accordance with TOTAL TIME Seniority per Article 4 (Seniority) of this agreement. A refusal by an employee shall not preclude said employee from being considered and utilized when his/her name comes around again in accordance with the posted Total Seniority rotating list.

In the event that a call-out or overtime requires a qualified Job Classification that lies within the duties of a specific job classification and in accordance with Article 6 and for a specific job within that job title. Then, at the discretion of the Highway Superintendent, the employee with the highest "In Class Total Seniority" will be given the right of first refusal before a lesser in class seniority member is called.

6.7 Overtime/Compensatory Time: Any hours worked in excess of 40 hours in a given week shall be paid for at the rate of time and one-half, or, in the alternative, the employee, at his/her option, may receive compensatory time at the rate of one and one-half hours for each hour of overtime work. Holidays, vacation leave, sick leave, personal leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime.

If the employee elects to take compensatory time, said time must be used up prior to October 1st of each year and must be taken in minimum fifteen-minute increments, or the Town shall pay for any remaining time not taken by the employee. However, should the Superintendent, because of existing work conditions, determine that the services of the employee are required prior to October 1st of that year, the employee will receive overtime pay. The employee shall inform the Superintendent within two work days of earning the overtime whether or not he/she intends to elect to take his/her compensatory time. If said notification is not made, it shall be assumed that the employee has elected to take overtime pay.

6.8 Overtime Meals: An employee who is requested to work more than eight and one-half consecutive hours, including lunch break, shall be entitled to a meal at that time at the expense of the department. A meal ticket, not to exceed $6.00, shall be provided to each employee by the Superintendent of Highways when the overtime situation occurs.

6.9 Pay Period: It is agreed that payment of wages of all employees working within the Department shall be made every two weeks, on Thursday; checks being available on payday, dated the day they are distributed, and be accessible at 2:00 p.m. through the Town Supervisor's office, or by the Town Highway Superintendent.
7 VACATIONS

7.1 Allowance (hired before January 1, 1998): It is agreed between the parties that after the completion of one year's work with the Town of Canton Highway Department, the employee shall be entitled to forty hours of vacation with pay. Upon reaching the first day of January in the second year of his/her employment with the Canton Highway Department, the employee shall be entitled to eighty hours of vacation with pay in each calendar year. Upon reaching the first day of January in his/her fifth year of employment with the employer, said employee shall be entitled to one-hundred and twenty hours of vacation with pay in each calendar year. Upon reaching the tenth anniversary of employment, each employee will be entitled to one-hundred and forty-four hours of vacation with pay in each calendar year.

In addition to what is stated above, all employees will be granted an additional eight hours of vacation on the anniversary date of 15 years of Town service and an additional eight hours of vacation on the anniversary date of 20 years of Town Service.

7.2 Allowance (hired after January 1, 1998): For all employees hired after January 1, 1998, vacation will accrue on the anniversary date of hiring, regardless of what is stated in the above section. Thus, one year from the anniversary date of hiring, the employee will be entitled to forty hours of vacation. On the second anniversary date, eighty hours of vacation. On the fifth anniversary date, one-hundred and twenty hours of vacation. On the tenth anniversary date, one-hundred and forty-four hours of vacation.

In addition to what is stated above, all employees will be granted an additional eight hours of vacation on the anniversary date of 15 years of Town service and an additional eight hours of vacation on the anniversary date of 20 years of Town Service.

7.3 Accumulation: An employee may only carry over from one calendar year to another up to fifty-six hours maximum in vacation time.

7.4 Annual Sell-Back: Excepting for retirement purposes - employees will be allowed to sell back up to forty hours of unused vacation time to the Town each year. Vacation sell back requests must be received no later than November 1st and the Town shall pay, in so far as possible, for the unused vacation time in the first paycheck of December.

7.5 Scheduling: Each employee and the Superintendent will mutually agree upon individual vacation periods, with total seniority being the determining factor in case of conflicts. Vacation credits may be used if approved by the Highway Superintendent in the minimum of fifteen-minutes increments.

Requests by unit members for assignment of vacation time of 32 hours or more shall require two weeks' advance notice in writing to the Town Highway Superintendent, and shall include the dates/time desired off and date the request was made. To the extent practicable and with due considerations in accordance with the needs of the Town and work schedules, the final decision to grant such time off shall be the sole responsibility of the Town Highway Superintendent. The Highway Superintendent shall, if disapproving such vacation time requested, be required to give his/her reason for doing so in writing to the requesting employee within three working days after the vacation request is originally submitted. In the event that more employees request vacation time off than can be reasonably spared, vacation time off will be granted to the unit member with the most total seniority.

7.6 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave unless otherwise agreed to as a settlement agreement. In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.
8 PAID HOLIDAYS

8.1 Designated Holidays: The employees of the Highway Department of the Town of Canton shall be entitled to the below-listed paid holidays during each year. These holidays are as follows:

- New Year’s Day*
- Memorial Day
- Independence Day*
- Labor Day
- Columbus Day
- Good Friday (3 hours)
- Election Day
- Veterans’ Day*
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday*

In the event that one of the above-mentioned holidays falls on a Saturday, it shall be celebrated on the Friday immediately preceding. Should the holiday fall on a Sunday, it shall be celebrated on the Monday thereafter.

8.2 Holiday Pay (Not Assigned to Work): A full-time employee who does not work on a designated holiday will be paid for the day at the employee’s regular daily rate of pay. Between April 1st and October 31st, or at any other time when the Town is working four ten-hour days, or the normal work week, holidays that occur during that time shall entitle the employee to ten hours of pay.

8.3 Holiday Pay (Assigned to Work): A full-time employee who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee’s regular rate of pay plus “holiday pay” or, with the approval of the Superintendent of Highways, the employee will be paid for all hours worked at the employee’s regular rate of pay and such employee will receive an equal amount of time off with pay at a mutually agreed upon date within six months following the holiday.

8.4 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee’s regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee’s leave credits will not be charged for that day.

9 PAID LEAVE

9.1 Personal Leave Allowance: Each employee shall receive twenty-four hours of personal leave per calendar year with pay.

9.2 Personal Leave Accumulation: Employees may carry over into the new year up to twenty-four hours of personal leave not taken in the previous year. These "carryover" days must be used within that year and must be taken in minimum of fifteen-minute increments. “Carryover days”, if not used, will be lost at the end of the year. No more than forty-eight hours of personal leave may accumulate within any calendar year.

9.3 Use of Personal Leave: When working a four ten-hour day schedule, should the employee use a personal day, he/she will be charged at the rate of ten hours. The employee is entitled to take time off from work-in fifteen minute increments.
9.4 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused personal leave to which the employee is properly entitled at the employee’s then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused personal leave unless otherwise agreed to as a settlement agreement. In case of the death of the employee, the Town will pay the employee’s estate for any unused personal leave.

9.5 Bereavement Leave: In addition to the above, each employee shall receive three bereavement days, the same to be used only to attend the funeral of the immediate family, member’s parents or parents-in-law, and grandparents. If a need arises, an additional three days of sick leave may be used. Such leave shall be taken only with the prior approval of the Superintendent.

In addition, multiple immediate family deaths in the same year will be handled on a case-by-case basis by having the employee petition the Town Board. Each circumstance will be handled individually and no precedent will be established by the handling of individual cases. Consideration will be given to the amount of sick time, personal time, and vacation time that the employee has left at that point in time. Nothing would preclude the employee in this type of extreme situation from obtaining a doctor’s statement and applying for a disability leave.

10 SICK LEAVE

10.1 Allowance & Accumulation: Employees of the Highway Department of the Town of Canton shall be permitted to accumulate sick leave with pay at the rate of eight hours per month of each month of continuous employment, but not to exceed nine hundred sixty (960) hours total sick time.

10.2 Use of Sick Leave: Sick time may only be used for personal illness or bodily injury; however, up to six sick days per year may be used for the sickness of an immediate family member living within the employee’s household, provided it is taken in minimum of fifteen-minute increments.

When working a four ten-hour day schedule, should the employee use a sick day or a personal day, he/she will be charged at the rate of ten hours.

10.3 Medical Verification: The Highway Superintendent, at his sole discretion, may require a doctor’s certificate.

10.4 Notification of Sick Leave: For the purposes of administering sick leave, notification shall be made as early as possible before shift to the Superintendent of Highways of the Town of Canton. A doctor’s certificate may be requested if an employee (who is sick) is absent more than five days or forty hours.

10.5 Termination of Employment: Accumulated sick leave up to a maximum of two hundred forty (240) hours may be taken by any employee immediately preceding his retirement.

In addition, should an employee have accumulated additional sick time past the 240 hours in the preceding paragraph, he or she may, upon retirement, sell back to the Town up to a maximum total of 240 additional hours at employees one-half time rate.

An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.
11 HEALTH INSURANCE

11.1 Eligibility: The employer agrees to provide health insurance for all full-time highway employees who have completed at least one year of service. The Town retains the exclusive right to choose its Health Insurance Provider and the "plan". Said Health plan shall include standard medical, major medical, as well as a drug plan. In addition, the "plan" shall be made optionally available to employee's legal spouse and children.

11.2 Change in Insurance Plans: The Town may change the insurance carrier and/or offer an alternative plan in place of the then current plan, provided the alternative plan’s benefit structure and provider network remain the same or better than the current plan.

11.3 Medical Health Insurance Premiums: The following health insurance premiums will apply per pay period to all unit members electing health insurance coverage:

   Single Coverage: $49.00  Family Coverage: $110.00

11.4 Medical Insurance Buy-Out: A "buyout" proviso will be provided, whereby an employee can drop out of Town medical insurance coverage and prescription drug benefits (only when alternative health insurance is available and proof of membership in the alternative plan is furnished) and receive $500.00 for each year that individual coverage is dropped; and $750 for each year that family coverage is dropped.

Further, if an employee currently has family coverage and elects for individual coverage, he/she will be compensated $500.00 for each year in this status.

These "buy-outs" will be paid twice yearly - half on June 1st and the other half on December 1st.

11.5 Vision Care: In regard to eye care, there will be a $250.00 limit per year per family member. Within this $250.00, an eye examination is covered. The Town will pay for new frames to be purchased once in a two-year period for all covered individuals. If the employee, himself/herself, has a second pair of frames broken within a two-year period of time, and if said frames are not compensated for from any other source, and if they were broken on the job, the Town will pay for the second pair of frames.

12 DISABLED EMPLOYEES

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

12.2 Workers’ Compensation - Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town’s Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers’ Compensation payments for lost time and is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue medical insurance coverage in accordance with federal law (COBRA).
12.3 Off-the-Job Disability - Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town’s Family and Medical Leave Policy. Thereafter, an employee who is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with federal law (COBRA).

13 RETIREMENT PLAN

13.1 NYS Retirement System: The employer agrees to provide retirement benefits for each employee from the first day of full employment with the Town of Canton under the New York State Retirement System 55 Year Retirement Plan (entitled 75-i), under whichever Tier was in effect at the time each employee started his employment.

14 GENERAL PROVISIONS

14.1 Coveralls: On January 1st of each year, the Town will provide $200.00 to the Unit for the purchase of coveralls to be used by the Town of Canton Highway employees.

14.2 Work Boots: On January 1st of each year the Town will provide each member of the Unit with $100.00 to be used toward the purchase of work boots of their choice. No receipt for the work boots will be necessary.

14.3 Work Clothing: The Town agrees to reimburse employees $200 per year for each year of the contract for work related clothing, (no receipt required.)

14.4 Snowplowing and Sanding: The parties agree that one person may operate a snowplow except under certain conditions. Usually in the spring and the fall when the shoulders of the road are soft, it may be dangerous to have one person in the plow. The parties agree that there will be one person in the plow at all appropriate times and, should that person perceive conditions to be such as it is necessary to have two people in the plow, said employee will notify the Highway Superintendent of the conditions which may be necessary and the Highway Superintendent will then use his/her discretion to use the utmost safety for all employees involved.

14.5 Union-Management Meeting: The Town and the Union agree to establish a committee consisting of two Town of Canton councilmen and two union representatives who will meet on a quarterly basis to discuss problems or issues that either side considers necessary to improve the safety and/or moral of the highway department. These quarterly meetings shall not negate in any way the grievance procedures established in this agreement.

14.6 Record Keeping: The Town Supervisor’s office will keep a record of sick time, personal time, and vacation time of the personnel covered under this contract. The Town Supervisor’s office has the option to record this on the employee’s paycheck or to provide each employee a quarterly report showing only his/her sick time, vacation time, personal time.
14.7 Mandatory DOT Physicals: Effective January 1, 2004 and during the life of this agreement, the Town will require all unit employees be given one DOT physical, to be paid for by the Town. Town shall determine the time, date and doctor. Said written report results shall remain confidential and be maintained solely by the Town of Canton Supervisors office. Unit employee may have access to his/her record. Any adverse CDL medical results will be discussed with the employee and the Town may be required to further address any issues affecting the unit employee's ability to function in his/her job classification or potential liabilities to the Town.

14.8 CDL Training: The Town will pay the costs of any CDL training and/or license fees not to exceed $150.00 per-year.

15 GRIEVANCE PROCEDURE

15.1 Declaration of Policy: The purpose of this grievance procedure is to provide an orderly process whereby employees may equitably and expeditiously settle any discipline or grievance that may arise in the course of their own employment, free from coercion, restraint, interference, discrimination, or reprisal. The provisions contained herein shall be liberally construed for the accomplishment of these objectives. 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.

15.2 Step 1 – Informal Grievance: Any employee who has a grievance may discuss the grievance with the Superintendent of Highways.

15.3 Step 2 – Formal Grievance: If the Superintendent of Highways and the employee cannot reach an agreement on the grievance at Step One, the Union Steward may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall be stated in writing, signed by the complainant, and submitted to the Town Board. The decision shall be conveyed to the designated Union representative and the complainant within five working days of the Board's next meeting.

15.4 Step 3 – Binding Arbitration: Should the complainant continue to be dissatisfied with the decision at Step Three, the matter may be appealed by the CSEA Labor Relations Specialist to a process of Binding Arbitration, the decision of which shall be binding on both parties and final. The rules of the Public Employee Relations Board shall be utilized for the arbitration process.

15.5 Conduct of Arbitration: The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this Collective Bargaining Agreement.

15.6 Costs of Arbitration: Expenses for an arbitrator's services and the proceedings shall be borne equally by the Town and CSEA, Inc.. Each party shall bear the cost of preparing and presenting its own case.

15.7 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.
16  RETIREE MEDICAL

16.1 Summary: As set forth below, upon retirement, having served at least 20 years of continuous service and obtaining at least the age of fifty-five, unit members hired before January 1, 2012 may elect to continue medical insurance and prescription drug coverage as an individual or to his/her existing legal spouse provided they contribute fifty percent (50%) of the annual premium. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

A retiree who was hired on or after January 1, 2012 will not be eligible for Town-sponsored medical insurance or prescription drug coverage, except as provided under state and federal laws.

16.2 Coverage (retiree’s spouse): Coverage is also available for the retiree’s eligible spouse if the spouse was eligible for coverage under the Town’s medical insurance plan on the retiree’s last date of employment with the Town and the spouse is not eligible to receive comparable medical insurance coverage under another plan. In the event the retiree predeceases the retiree’s eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree’s spouse shall not be eligible for coverage except as provided under state and federal laws (i.e. COBRA).

16.3 Eligibility: To be eligible for coverage, the retiree must meet all of these requirements: 1) have at least twenty years of service as a full-time employee with the Town; 2) be at least fifty-five years of age; 3) retire directly from the Town; and, 4) have been granted a retirement benefit from the New York State Employees’ Retirement System.

16.4 Insurance Plan: The Town will make available the same medical insurance plan and prescription drug plan it provides to then current members of this collective bargaining unit. However, when the retiree or the retiree’s eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, primary coverage for that individual will be provided by Medicare. At that time, that individual may be required to enroll in a Medicare supplemental policy made available through the Town. The Town will NOT reimburse that individual for the cost of the Medicare Part B premium.

17  APPLICATION OF AGREEMENT

17.1 Maintenance of Conditions: It is mutually agreed that existing rules, regulations and procedures, rights, privileges, or benefits affecting the employee shall remain in force throughout the duration of this agreement, subject to the established procedures for changing or modifying these various rules, regulations, and policies, except as modified or controlled by the provisions of this agreement.

17.2 Complete Agreement: This agreement constitutes the agreement between the Town Board of the Town of Canton and the employees of the Highway Department of the Town of Canton.
17.3 **Successor Agreement:** Upon request of either party, a mutually acceptable meeting date shall be established to enter into or negotiate a new contract. This negotiation shall be had at any agreeable time after July 1, 2014. Any request for negotiations shall be submitted in writing to the Town Board, Town of Canton, or its delegated representatives, and the Town Board shall submit in writing to the representatives of the Town of Canton Highway Department employees additional issues upon which it, the Town Board, wishes to negotiate.

In the event that the contract cannot be settled between the parties, it will be submitted to Last Best Offer Binding Arbitration at the fact-finding stage. The rules and facilities of PERB shall be used in the arbitration.

17.4 **Savings Clauses:** 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.

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

17.5 **Duration:** The provisions of this Agreement shall become effective on January 1, 2012 and shall continue and remain in full force and effect through December 31, 2014.

17.6 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.

17.7 The parties have caused this collective bargaining agreement to be signed by their respective representatives.

TOWN OF CANTON

CIVIL SERVICE EMPLOYEES ASSOCIATION

David Button
Town Supervisor

Bud Mulchy
Labor Relations Specialist