

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWN of LYSANDER

and

TEAMSTERS LOCAL UNION 317



June 1, 2021 through DECEMBER 31, 2023

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ARTICLE 1 - RECOGNITION

This Agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters and Teamsters Joint Council 18, hereinafter called the Union, and The TOWN of LYSANDER, New York, hereinafter called the Town or Employer.

Included: The Employer recognizes the Union as the exclusive representative of all the full time and part time employees in the Assessor's Department, Comptroller's Department, Dog Control Department, Justice Department, Codes / Planning / Zoning Department, Tax Receiver, Deputy Town Clerk, and Town Engineer. The current practice of using SPCA in the title of Dog Control Department shall continue.

Excluded: All other employees.

ARTICLE 2 - SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement, or any supplements Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTS

SECTION 1 - UNION SECURITY

Employees have the right to join, not join, maintain, or discontinue their membership in the Union. All employees who are employed by the Employer in the recognized unit shall have Teamsters Local 317 as their bargaining representative for purposes of negotiating and enforcing the contract regardless of whether or not they are members of the Union. Employees who join the Union and remain members in good standing shall enjoy the full benefits of Union membership. Employees who are members of the Union are required to pay Union dues. For present employees, payment of Union dues shall commence no later than thirty (30) days following the effective date of execution of this Agreement, whichever is later. For new employees, the payment shall start no later than thirty (30) days following the date of employment.

The Employer agrees not to enter into any agreement or contract with the Employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

SECTION 2 - DUES AND OTHER DEDUCTIONS

Dues Check-off: The Employer agrees to deduct from the pay of all employees who join the Union and complete the dues check-off form, the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made, or within thirty (30) days, whichever is earlier.

The Union shall certify to the Employer each month in writing a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification and dues check-off form and remit to the Union in one lump sum.

The Employer shall notify the Union of the names of all new bargaining unit employees hired since the last list was submitted and delete the names of employees who are no longer employed according to New York law.

Other Deductions: The Employer, upon written instruction from the employee, shall make deductions from the employees' wages for credit union transfers, savings accounts, and any similar deduction. Deductions shall be made bi-weekly and remitted to the appropriate financial institution(s).

SECTION 3 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have reasonable access to the Employers establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided it does not interfere with the Employee's daily work duties.

SECTION 4 - STEWARDS

The Employer recognizes the right of the Union to designate Stewards and Alternates from the Employer's seniority list. The authority of Steward and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement.
- (b) The collection of dues when authorized by appropriate Union action; and
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

The Steward or the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours and off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Stewards or the designated Alternates regular working hours shall be considered working hours in computing daily and /or weekly overtime if within the regular schedule of the Steward. Stewards shall be allowed to participate in contract negotiations without loss of time or pay.

SECTION 5 - NON-DISCRIMINATION AND SEXUAL HARASSMENT

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, national origin, age, marital status, disability (as defined by the Americans with Disabilities Act of 1990), political affiliation nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, disability (as defined by the Americans with Disabilities Act of 1990), political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

An employee who engages in such discrimination is subject to the appropriate disciplinary action in accordance with this Agreement.

An employee who is subject to a violation under this agreement should bring the matter to the attention of the Town Supervisor, Town Attorney or Town Board member immediately. All complaints will be investigated discreetly and promptly.

The Employer further agrees not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

SECTION 6 - BULLETIN BOARD

The Town shall provide a reasonable amount of exclusive bulletin board space in the Town office kitchen for the purpose of bulletins, notices and material issued by the Union, which shall be signed by a designated official of the Union. The Union may place their exclusive bulletin board in the space provided at no cost to the Town. No material shall be posted which is defamatory of the Town or its representatives, or which constitutes campaign material for or against any person, organization or faction thereof.

ARTICLE 4 - MANAGEMENT RIGHTS

The rights and responsibilities to operate and manage the business and affairs of the employer are vested exclusively in the Employer and the Employer 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 either internal or external candidates (based on qualifications

and not seniority), assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select (regardless of Union affiliation), 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 Employer, unless expressly provided otherwise in this collective bargaining agreement.

ARTICLE 5 - BARGAINING UNIT

SECTION 1 - DEFINED

The terms and conditions of this Agreement shall apply to all employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned and/or related to the duties of Town employees.

SECTION 2 - PROTECTION OF UNIT WORK

Bargaining unit work as described in Section 1 shall only be performed by bargaining unit employees and shall be governed by the terms of this Agreement.

Subcontracting as described by this agreement shall be the assignment of collective bargaining unit work to outside sources. Work performed by employees of other municipalities under inter-municipal agreements shall not be considered subcontracted work. Management shall not reduce the number of bargaining unit staff below current levels at the inception of the contract without consultation with the Union. If the Town chooses to reduce staff levels during the period covered by this agreement it shall be consistent with the terms of this agreement and New York State Civil Service Law. The Town shall attempt to find alternative position(s) for displaced employees.

ARTICLE 6 - SENIORITY

SECTION 1 - SENIORITY LIST

Within thirty days of the effective date of this Agreement, the Employer shall forward a copy of the seniority list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

SECTION 2 - PROBATION

A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a trial basis for the duration specified below during which period he/she may be discharged for any reason without further recourse, except that the Employer shall

not discharge or discipline for the purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding employees to the seniority list. The employer may discharge for any reason any employee in accordance with the time periods included in the list below and the discharged employee will not be allowed to use the grievance procedure outlined in this agreement.

After completing the appropriate time in the list below, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

- Probationary period for full-time new employees shall be 6 months
- Probationary period for part time or seasonal full-time new employees shall be 12 months

SECTION 3 - APPLICATION OF SENIORITY

The principles of seniority shall only apply to employees in the same job title, unless otherwise stated herein. These principles shall only be used to resolve disputes involving, layoff, recall from layoff, and vacations.

Seniority shall be broken only by discharge for just cause, voluntary resignation, or more than two (1) years on layoff. Any employee on layoff who works a total of thirty (30) cumulative days within any twenty-four (24) month period from his/her date of layoff shall be granted an additional two (2) year layoff period from the date he/she worked such thirtieth (30th) day before such employees seniority shall be broken.

Seniority shall be established by the continuous length of cumulative full-time hours for full-time and part-time employees' service to the Town. The individual working continuously as an employee for the Town for the longest period of time in a particular job title shall have seniority in that department. The individual with the next longest period of continuous employment shall be the next senior employee, and so forth.

The most senior employee in any individual job title shall be notified first and given the opportunity to work any overtime shifts. If the most senior employee does not choose to work the overtime shift, the opportunity shall be given to the next senior employee, and so forth.

All open bargaining unit positions shall be posted and awarded pursuant to the Civil Service Law, as applicable.

ARTICLE 7 - DISCIPLINARY ACTION

Disciplinary action, including discharge or suspension, shall be imposed only for just cause and within 20 business days of the notification in writing to competent authority of the incident causing the discipline, which shall be extended in writing if agreed upon between the Business Agent and the Town. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the employee, the Steward, and the Union written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, places.

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job reprimand in the form of a memorandum, the employee shall sign the memorandum stating that they received said memorandum. The employee shall not be required to sign any statement arising out of the questioning that could result in discipline without union representation. If a recording device of any kind is used during any disciplinary proceedings by either the employee or the Town, both the Town and the employee must be notified prior to being recorded and each such party shall receive a copy of the recording, any cost associated with reproduction of the recording shall be paid for by the requesting party.

ARTICLE 8 - GRIEVANCES

SECTION 1 - DEFINED

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article.

Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

SECTION 2 - GRIEVANCE PROCEDURE

The procedural steps of the grievance procedure shall be as follows:

- Step 1: The Employee shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the Employee and the Supervisor to reach an amicable solution. All grievances shall be in writing and must provide specific provisions of the contract that have been violated.
- Step 2: The second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Town of Lysander, designated by the Town Supervisor. The presentation of the grievance shall be written and shall include the article and or section being grieved, and the remedy sought.
- Step 3: In the event that the grievance is unresolved, the Union may submit the issue to arbitration in accordance with the rules of the NYS Public Employees Relations Board. The arbitrator shall have no power to add to, subtract from or alter the specific terms of this agreement.

The fees and expenses of the arbitrator and the cost of the hearing room, if any shall be shared equally by the parties.

The arbitrator's decision and award shall be in writing and delivered thirty (30) days from the date the record is closed. The decision shall be final and binding upon the parties.

Time Limits: All appeals by the grievant or his/her representative to the employer's decision at step 1 or 2 shall be made within fifteen (15) working days or the decision at the previous step shall be binding. If the employer fails to respond to any of the steps above within fifteen (15) working days the grievance will automatically advance to the next step.

SECTION 3 - DISCIPLINE

The Employer may discipline and/or terminate the employment of any employee for just and sufficient cause. Disciplinary action shall be imposed pursuant to the rules and procedures of Section 75 of the Civil Service Law and is not grievable under this contract. Except that the hearing Officer shall be bilaterally selected by the Town and the Teamsters. If an agreement cannot be realized within twenty (20) working days, the parties will request a list of neutral hearing officers from the Public Employees Relation Board (PERB) and a hearing officer will be selected using PERB's rules and procedures. Any associated fees for the Hearing Officer shall be equally split between the parties.

ARTICLE 9 - REVIEW OF PERSONAL HISTORY FOLDER

An employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Town Human Resources representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain all necessary items, including but not limited to, Civil Service Employment Application, Report of Personal Change Forms (MSD-426) copies of job required licenses and certificates, Federal and State Withholding Tax Forms, Immigration Forms, retirement enrollment forms, health and dental insurance forms, as well as all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or rating of the employee's performance on his job. Copies of such memoranda and documents shall be sent to the employees simultaneously with their being placed in the official personal history folder.

An employee may, request and be provided copies, within ten (10) business days, of all documents and notations in his/her official personal folder of which he/she has not previously been given copies.

Employees are responsible for keeping their own personal records up to date. Change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and individuals to notify in case of emergencies. Employees shall notify the department head and the appropriate office in charge of human resources of any such changes.

ARTICLE 10 - EXAMINATIONS

Any expense for any examinations, training or professional licensing for the Town Engineer, Codes Enforcement Officer, and Assessor, required by the Employer or required by law shall be paid by the Employer except to the extent that the employees' health insurance covers such expenses, in which case such portion paid by the employees' health insurance shall be the responsibility of the employee.

Employees shall be allowed to take time off to take open competitive or promotional examinations held for any positions under the jurisdiction of the Town of Lysander if such examination is scheduled during the employees' regular working hours.

The Town agrees to pay the cost of any approved training and or/education and shall allow the employee paid time off if the training and /or education is done during normal work hours. Pre-approval from the Town is required.

ARTICLE 11 - HEALTH AND SAFETY

SECTION 1 - EQUIPMENT

The Employer shall not require any employee to operate any equipment that is not in safe operating conditions or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety or which the employee reasonably or in good faith believes in not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It shall not be a violation of this Agreement for employees to refuse to operate such equipment. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted, however such equipment shall be tagged only after it has been inspected by a qualified mechanic. After the complaint is satisfactorily adjusted, the Employer shall place on such equipment an OK in a conspicuous place that will be visible to anyone who might attempt to operate the equipment.

SECTION 2 - DANGEROUS CONDITIONS

Under no circumstances shall an employee be assigned or required to engage in any activity involving dangerous conditions of work; danger to person or property; or a violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment.

SECTION 3 - PROTECTIVE CLOTHING

The Employer shall provide to the employees the necessary gear, in accordance with the law, for adequate protection on active construction sites per OSHA specifications from hazardous work environment conditions. The Employer will also provide, including by not limited to, hard hats, safety glasses, safety vest, and flags.

ARTICLE 12 - WAGES AND HOURS

SECTION 1 - HOURS

The standard guaranteed workweek for full-time employees shall be thirty-five (35) or forty (40) hours and shall consist of five (5) consecutive guaranteed eight (8) or seven and one-half (7.5) continuous hour workdays (which includes one half hour unpaid lunch), Monday through Friday.

All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half times the hourly rate. This compensation shall be in addition to all other benefits provided for by this Agreement.

All employees shall work a seven and one-half (7.5) hour day as assigned by the Town Supervisor except for the Town Engineer who shall work day time hours and attend night time meetings of the Town Board and Planning Board and any other meetings as applicable. Certain employees in the Justice Court, Zoning and Planning Department, Parks and Recreation Department may be required to work during different hours, as scheduled by the department head.

EMERGENCY CLOSINGS

In the event of an authorized emergency closing of the Town offices by the Town Supervisor, employees absent due to authorized emergency closings will be paid their regular rate. Part-time employees will be paid their regular rate if they were scheduled to work at the time of the authorized emergency closing. Only employees that were scheduled to work on the day of the emergency closing will be paid for the day. Employees that were scheduled to take compensatory time, vacation, personal, sick or bereavement leave or any other leave are not eligible.

SECTION 2 – WAGES

There shall be general hourly wage increases effective the first pay period in June 2021, following the execution of this agreement for 2021, and January 1 of each year in accordance with the following schedule prorated from the first pay period in June 2021.

2021 – All full-time employees will receive a 6.0% pay increase and all part time employees will receive a 6.25% increase exclusive of the Town Engineer position which will receive a 2.5% increase and Justice Clerks which will receive pay increases listed in Appendix A.

2022 – Effective January 1, 2022 all employees shall receive a 2.5% increase exclusive of the Town Engineer position which will receive a 2.0% increase.

2023 – Effective January 1, 2023 all employees shall receive a 2.5% increase exclusive of the Town Engineer position which will receive a 2.0% increase.

The wage schedule in Appendix A applies to all employee titles currently in the bargaining unit. Wage rates for each title reflective of increases each year of this agreement are shown in Appendix A of this agreement.

New hires in positions covered by this contract shall be paid a starting wage \$1.00 per hour less than the job classification rate they are hired in for one year (general wage increases will be

granted to new employees on the January 1st of each year included in this contract) thereafter the employee shall be paid the full hourly rate in effect for the job classification.

Longevity: A regular full-time employee shall receive an annual stipend for each five full calendar years of service completed on or before January 1st in accordance with the following schedule. Payment will be made on the first pay date in the subsequent fiscal year. Seasonal full-time and part-time employees are not eligible for longevity stipend.

Years of Continuous Experience	Longevity Increment (Full-Time Employees)
5 – 9 years	\$300
10 – 14 years	\$500
15 – 19 years	\$750
20 – 24 years	\$1,050
25+ years	\$1,400

The clerk to the Planning Board and Zoning Board of Appeals shall be paid a stipend rate of one hundred (\$100) dollars a meeting. Employees required to attend after hours Town meetings shall be paid overtime or compensatory time at a rate of one and a half (1.5) times their normal rate of pay in excess of forty (40) hours.

No employee shall receive a reduction in their hourly rate/salary unless a permanent change in their job duties and bid position change through the job bidding procedures.

The Town shall not reduce the current level of full-time positions or part-time positions in any department without prior consultation with union representatives.

Newly hired employees shall not be paid more than employees hired prior to them in the same classification without having more experience in the same position which shall be determined by the department head and the town supervisor.

Existing employees shall be considered for all open positions based on existing experience & qualifications before hiring from the outside. A more qualified individual may be hired from outside the existing staff if the department head and the Town Supervisor determines that the outside applicant is the more qualified applicant for the position.

MINIMUM WAGE LAW: To the extent that any Federal or State Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

PAY DAY: Pay day shall be bi-weekly and shall be on Thursday of each pay week.

COMPENSATORY TIME: Compensatory time shall be based on the employee's standard workday/week. All hours worked beyond an employee standard workday/workweek shall be paid compensatory time at straight time after thirty-five (35) hours and one and one half (1½) the employee's regular hourly rate of pay after forty (40) hours. Employees shall have the option to be paid or to accumulate compensatory time in lieu of pay when approved by the Department Head or designee. Compensatory time requests shall not be unreasonably denied. Employees may convert up to sixty (60) hours of overtime into compensatory leave time in any given calendar

year equaling ninety (90) hours of compensatory time exclusive of the position of Town Engineer that will be allowed to convert up to 120 hours of compensatory time. Employees may carry over thirty-five (35) or forty (40) hours of compensatory into the following calendar year pursuant to their normal work week hours. Employees may not accumulate or carry more than eighty (80) hours of compensatory at any time in any given calendar year. At separation of employment employees will be paid at their current rate of pay for any unused hours that have been accrued, excluding exempt employees.

EMPLOYEE REIMBURSEMENT:

All expenses must be preauthorized. Pre-authorized, reasonable expenses will be reimbursed upon submission of a voucher and corresponding receipts. These expenses include, but are not limited to, meals, lodging, parking, mileage, and highway tolls. Employees must submit expenses to their department head for approval.

Employees who are authorized to use their own vehicle to conduct Town business will be reimbursed at the mileage rate established by the Board at its annual organizational meeting. Mileage expenses shall be pre-authorized and submitted on a voucher to the employee's department head. Employees shall use Town provided vehicles whenever possible.

SECTION 3 - SEPARATION OF EMPLOYMENT

If the Employer discharges an employee, the Employer shall pay all money due to the employee within fourteen (14) days of discharge. If the Employer fails to pay the employee within fourteen (14) days of discharge, it shall be liable for liquidated damages in the amount of eight (8) hours pay for each day of delay. The liquidated damages shall be payable at the employees' normal rate of pay in effect immediately before his/her discharge. Money due shall include wages, vacation, and compensatory time (if eligible per language above).

If an employee resigns voluntarily or retires or dies, the Employer shall pay all money due to the employee, surviving spouse or estate within fourteen (14) days following such resignation or death. Money due shall include, but not be limited to, wages, vacation, and compensatory time (if eligible per language above).

SECTION 4 - LAY OFF and RECALL NOTICE

The Employer shall provide 72 hours' notice of layoff if appropriate notice is not provided the employer shall provide one week's pay as compensation. This pay shall be in addition to all other benefits provided for by this Agreement.

A laid off employee shall be given five (5) days' notice of recall and such notice shall be mailed to his/her last known address by certified mail, return receipt requested.

If the employee fails to respond to the notice of recall within five (5) workdays, the position shall be vacated and posted for a new employee hire.

ARTICLE 13- HEALTH AND WELFARE

The Employer agrees to sign and become bound by the standard New York State Teamsters Council Health and Hospital Fund Participation Agreement and shall pay the full cost of the New York State Teamsters Council Health and Hospital Fund Composite Rate Select Medical and Prescription Plan Including option 1, Dental, Legal, Vision, Life and AD&D, and Disability Coverage for all full-time employees.

The Town shall deduct twelve (12%) percent of the cost of the Teamsters health and disability insurance benefits package from the bargaining unit employee's compensation in 2021, 13% in 2022 and 14% in 2023.

The Employer shall provide employees with Workers Compensation Insurance, Social Security, and Unemployment Insurance, as required by Federal and/or State law. The employer shall provide part-time employees with NYS disability insurance or its equivalent.

RETIREE INSURANCE:

The Town will make available medical and/or dental insurance coverage to an eligible full-time employee who retires from the Town, subject to certain coverage restrictions listed below.

Bargaining unit employees shall have a choice of the Town Retirement Insurance Plan/s in effect or the Teamsters Retirees Insurance Plan/s in effect at the time of retirement. The Employees shall pay 15% of the chosen policy premium and the Town shall pay 85% of the chosen policy premium. In the event the retiree predeceases the spouse and/or dependents, the spouse and/or dependents may continue medical insurance coverage provided they pay 100% of the premium. Coverage of a spouse or dependent at the time of divorce, legal separation or emancipation of dependent is in accordance with plan documents and COBRA requirements.

Eligibility (Full-Time Employees) – To be eligible for coverage, the retiree must meet each of these requirements:

- Have at least ten years of continuous service with the Town;
- Have retired directly from the Town at age fifty-five or older; and,
- Have been granted a retirement benefit from the New York State Employees' Retirement System.

Notwithstanding the above, an employee who leaves employment due to disciplinary action under Section 75 proceedings, or other proceedings, is not eligible for retiree benefits.

Upon reaching eligibility for Medicare, the retiree shall be required to enroll for Medicare coverage Part A and Part B which shall then be the primary coverage. Premiums for Medicare coverage shall be the responsibility of the retiree and/or eligible spouse. The Town shall have the right to change the enrollment of retirees and/or eligible spouses from the current Town Retirement Insurance Plan or the current Teamsters Retiree Insurance Plan to a Medicare Advantage Plan. The present contribution percentages

paid by the retiree (currently 15%) and/or eligible spouse (currently 100% of the premium) shall then apply to the Medicare Advantage Plan premium.

ARTICLE 14 - PENSION

The Employer will continue participation in the New York State and Local Employee Retirement System in accordance with its rules for all employees covered by this agreement.

The Town shall make available to all employees covered by this agreement the same Deferred Compensation Plan made available to other Town employees.

ARTICLE 15 - VACATION

Vacation days shall accrue according to the following schedule.

1 year of service	.....	5 days
2 years of service	.....	10 days
3 years of service	.....	11 days
4 years of service	.....	12 days
5 years of service	.....	13 days
6 years of service	.....	15 days
7-8 years of service	.....	16 days
9-10 years of service	.....	17 days
11-12 years of service	.....	18 days
13-14 years of service	.....	20 days
15-17 years of service	.....	21 days
18-20 years of service	.....	22 days
21-23 years of service	.....	23 days
24 plus years of service	.....	25 days

Full-time employees shall receive seven (7) or eight (8) hours pay per day of vacation, as applicable, in addition to all other benefits provided by this Agreement.

Employees shall have their vacation allocated on the first day of the new year based on the number of years of service to be completed in that year. Following completion of their probation new employees will receive five (5) vacation days.

An employee shall only use vacation hours during a week a holiday falls or is observed for those days that they are not paid as a holiday. Employees shall be allowed to use vacation time in four (4) hour increments.

A part-time twelve-month employee who work at least twenty hours per week will be credited on their first anniversary date with twenty hours of vacation leave. On each succeeding anniversary date, they will be credited with an additional four hours, up to a maximum of forty hours earned. Vacation must be used within the twelve month period following their anniversary date and may not be carried over. An employee may take vacation leave only after it has been credited shall be paid four (4) hours for each day referenced above, after completing twelve (12) months of employment with the Town.

Employees shall be eligible to accrue vacation days after completing their probationary period. All computations of accrued vacation days shall be made based on the Employee's first date of employment with the Town.

ARTICLE 16 - HOLIDAYS

The following paid holidays shall be observed:

New Year's Day	Columbus Day
Martin Luther King Day	Presidents Day
Veterans Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas Eve	Independence Day
Christmas Day	Labor Day
New Year's Eve	Juneteenth

When a holiday falls on a Saturday, the observation of the holiday shall be on the preceding Friday. Any holiday that falls on a Sunday shall be observed the following Monday.

Permanent Part-time employees (an employee that works a minimum of 20 hours a week all year) shall be paid four (4) or five (5) depending on the employees work schedule hours for each day referenced above, after completing twelve (12) continuous months of employment with the Town if the holiday falls on their regularly scheduled work day.

ARTICLE 17 - LEAVE

SECTION 1 - PERSONAL DAYS

Employees shall be granted three (3) paid days of personal leave annually that may be used in one-hour increments and shall be credited on January 1 of each year. New full-time employees shall receive three (3) personal leave days after two (2) months of employment. Any unused personal days at the end of the year will be cancelled as of December 31. Permanent part-time employees will be granted four (4) hours of personal time after two (2) months of employment.

SECTION 2 - FUNERAL LEAVE

If there is a death in the immediate family or household of any employee, the Employer shall pay the employee for the normal work day as applicable, in addition to all other benefits provided for by this Agreement, for each day of leave. This leave is to enable the employee to attend the deceases funeral as well as to attend to matters relating to the death of the member of the employee's immediate family or household. Compensation under this Section will be for the employees regularly scheduled hours and shall not exceed three (3) working days.

The term immediate family means father, mother, stepfather, stepmother, father-in-law, mother-in-law, spouse, children, step children, brothers, sisters, brother-in-law, sister-in-law,

grandparents, the employees' spouse's grandparents, Domestic Partner, and anyone else in the employees immediate household.

SECTION 3 - SICK DAYS/FAMILY ILLNESS DAYS

Eligibility – A full-time employee and a part-time twelve-month employee are eligible for paid sick leave in accordance with this policy. A part-time, temporary, or seasonal employee is not eligible for paid sick leave.

Allowance – A full-time employee will be credited with one day of paid sick leave each month and it will be credited on the first day of the month after the sick leave has been earned. After three months of employment a part-time twelve-month employee will be credited with twelve hours of sick leave. On each succeeding January 1st they will receive an additional twelve hours of sick leave. An employee may take sick leave only after it has been credited.

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.

Notification of Sick Leave – In the event an employee must take sick leave, the employee must notify the Department Head prior to the employee's scheduled reporting time. The notification must be made personally to the Department Head, unless the Department Head authorizes the use of an answering device for this purpose. Unless an extended sick leave absence has been authorized, the employee must notify the employee's Department Head each day of the absence. These procedures must be followed to receive paid sick leave.

Proper Use of Sick Leave – Sick leave is provided to protect an employee against financial hardship during an illness, injury, or medical procedure. An employee may use sick leave credits for a personal illness, injury, or medical/dental appointment that inhibits the employee's ability to work. Sick leave credits may not be used in increments of less than one hour. An employee may take sick leave only after it has been credited.

Employees may use sick pay to supplement disability pay up to their regular weekly pay.

In the event that an employee runs out of sick leave due to a medical hardship the Town shall allow other employees to donate up to five (5) days of sick, and / or any amount of personal and / or vacation time to said employee on a cost per hour, pro-rated basis based on the hourly rate of the donor.

Family Sick Leave – An employee may use up to five (5) days of sick leave credits annually for family illness or injury if the employee must provide direct care to an immediate family member. Such leave will be subtracted from the employee's accumulated sick leave credits. For purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse or child, including step-child and foster child.

Accumulation – An employee may accumulate sick leave credits without a maximum. It is important to recognize that paid sick leave can provide income protection and continued medical insurance coverage in the event the employee is unable to work for a long period of time due to illness or injury. Therefore, each employee should take care to manage the use of sick leave to ensure adequate time is available should such a need arise.

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 excess amount of sick leave, or when an employee is absent for more than three consecutive workdays due to an illness or injury. The Town reserves the right to require medical verification of an employee’s ability to resume work duties, with or without restrictions, following an absence due to an injury or illness resulting in physical impairment(s). If an employee is on an authorized leave of absence, the provisions of the Family and Medical Leave Policy in the Employee Handbook shall apply.

Abuse of Sick Leave – An employee who, after investigation, is found to have abused the use of sick leave or falsifies supporting documentation, will be subject to disciplinary action.

Sick Leave Credits Upon Retirement – The Town Board has elected to provide the benefit of §41(j) of the NYS Retirement and Social Security Law. This provision allows Tier 1 through 5 employees credit for up to one hundred sixty-five (165) days of accumulated sick leave, and Tier 6 employees up to one hundred (100) days of accumulated sick leave, at the time of retirement. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

Separation of Employment – An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused sick leave. Upon the death of an active, full-time employee, up to thirty (30) days of sick leave will be paid to the employee’s surviving spouse and / or estate.

SECTION 4 - LEAVE

All Employees qualified under the law shall be deemed Family Medical Leave Act (“FMLA”) qualified.

The Employer shall provide New York State Paid Family Leave to all full-time bargaining employees with all cost to be paid by the full-time employees included in the collective bargaining unit.

Any employee may request a leave without pay for personal reasons subject to the approval of the Town Board. Unpaid leaves shall not be unreasonably denied.

SECTION 5 - MILITARY LEAVE

Employees enlisted in or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act.

SECTION 6 - JURY DUTY AND COMPELLED APPEARANCES

Any full-time employee called for jury duty, subpoenaed to appear as a witness in any court or administrative proceeding, or otherwise compelled to appear in any court or administrative proceeding shall be granted leave for that duty or appearance with no charge against leave credits, provided it is not for that Employee’s personal business or the appearance is for a criminal

or civil action that the employee is a part of. For each day of such duty or appearance, the employee shall be paid the difference between his/her applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the employee turning his/her payment for jury or witness service over to the Town Clerk, and the employee shall in turn receive his/her full pay for that day. This compensation shall be in addition to all other benefits provided for by this Agreement.

Any full-time employee finished with jury duty with more than two (2) hours remaining in a workday shall return to work for remainder of the workday.

ARTICLE 18 - CLOTHING ALLOWANCE

The Town Engineer, Codes Enforcement Officer and Deputy Codes Enforcement Officer shall be provided a shoe/s allowance of \$200.00, before taxes, per calendar year, if steel-toed work shoes are required for that employee's specific job function, the employee must utilize the allowance for the purchase of steel toe work shoes.

Code Enforcement Officers in the Zoning and Planning Department and the Town Engineer shall be provided the following:

- Eight (8) shirts with logo; four (4) long sleeve shirts and four (4) short sleeve shirts, in the first year of the contract
- Three (3) shirts with logo; short sleeve or long sleeve per the employees preference, in 2022 and 2023
- One three season jacket with logo

Assessor's Office

The Town shall provide those employees required to work outdoors with one (1) three season jacket with logo.

The above listed items will be replaced when necessary.

ARTICLE 19 - TOWN POLICIES AND PROCEDURES

SECTION 1 - DRUG-FREE WORKPLACE

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is strictly prohibited in all workplaces and work sites of Town employees. Any person who violates this will be subject to arrest and /or disciplinary action, up to and including dismissal, even for the first offense.

SECTION 2 - SUBSTANCE TESTING POLICY

The Town shall only perform substance abuse testing in compliance with the Omnibus Transportation Employee Testing Act of 1991, 49 C.F.R. Parts 40, 382 and 391. This substance testing policy shall apply to all employees who drive commercial motor vehicles (as defined in the Act) requiring a commercial driver license to operate. All covered employees shall receive a written copy of the Town's substance testing policy and shall sign an acknowledgment form, which shall be kept in the employees personnel file.

ARTICLE 20 - LEGISLATIVE ACTION

The Employer shall prepare, secure introduction, and recommend passage by the Town Board of the Town of Lysander of appropriate legislation in order to provide the benefits described in this Agreement.

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 21 - DURATION, NOTIFICATION, AND REOPENING

This Agreement shall continue in full force and effect from January 1, 2021 through December 31, 2023.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty (180) days preceding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement.

The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget, whichever is earlier.

In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation.

Further, in recognition of the pledge of the Union to forgo the use of striking, the Employer agrees to make the terms and conditions of subsequent Agreements retroactive to the expiration of the Agreement presently in effect

AGREED TO AND SIGNED this day by:

TEAMSTER LOCAL 317, affiliated
with the International Brotherhood
of Teamsters, By:

TOWN OF LYSANDER
By:

Bill Files, Business Agent

Robert Wicks, Town Supervisor

Date: _____

Date: _____

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Appendix A

Assessor Account Clerk I (part time)
 Assessor Data Collector (full time)
 Real Property Assessment Aide (full time)
 Comptroller Account Clerk (part time)
 Clerk to Town Justice (Bryant) (part time)
 Clerk to Town Justice (Mantione) (part time)
 Codes Enforcement Officer (full time)
 Deputy Codes Enforcement Officer (part time)
 Codes Clerk I (part time)
 Zoning Clerk I (part time)
 Planning Clerk I (part time)
 Tax Receiver (part time)
 Supervisor Secretary (part time)
 Deputy Town Clerk (part time)
 Engineer (full time)

<u>position</u>	<u>part time hourly rate</u>	<u>annual salary</u>	<u>effective 6/1/2021</u>	<u>effective 1/1/2022</u>	<u>effective 1/1/2023</u>
Assessor Account Clerk I (part time)	\$14.42		\$15.32	\$15.70	\$16.10
Deputy Codes Enforcement Officer (part time)	\$15.84		\$16.83	\$17.25	\$17.68
Clerk to Town Justice (Mantione) (part time)	\$16.75		\$20.45	\$20.96	\$21.48
Deputy Town Clerk (part time)	\$16.75		\$17.80	\$18.24	\$18.70
Clerk to Town Justice (Bryant) (part time)	\$17.25		\$20.95	\$21.47	\$22.01
Assessor Data Collector (full time)		\$39,928.00	\$42,323.68	\$43,381.77	\$44,466.32
Real Property Assessment Aide (full time)		\$38,110.00	\$40,396.60	\$41,406.52	\$42,441.68
Codes Enforcement Officer (full time)		\$55,321.00	\$58,640.26	\$60,106.27	\$61,608.92
Codes Clerk I (part time)		\$20,425.00	\$21,650.50	\$22,191.76	\$22,746.56
Zoning Clerk I (part time)		\$4,230.00	\$4,483.80	\$4,595.90	\$4,710.79
Planning Clerk I (part time)		\$16,341.00	\$17,321.46	\$17,754.50	\$18,198.36
Tax Receiver, Supervisor Secretary, Account Clerk (full time)		\$40,383.00	\$42,805.98	\$43,876.13	\$44,973.03
Engineer (full time)		\$101,822.00	\$104,367.55	\$106,454.90	\$108,584.00

Appendix B

language to follow prior to Town Board approval

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