

**TOWN OF CHARLOTTE
COUNTY OF CHAUTAUQUA
STATE OF NEW YORK**

The Town Board, Town of Charlotte held a regular meeting on Wednesday, June 13th, 2018 at 7:00 pm in the David Vern Luce Community Building. Allen Chase, Supervisor presiding. Board members present were: Henry Harper Jr. Darren Carlstrom, Mark Abbey and Kenneth Smith. Others present were: Jeffrey Crossley, Town Justice, Mark LeBaron, Highway Superintendent, Mathea Ross, Town Attorney, Alan Gustafson, Town Zoning & Building Officer, Nathan Johnson, Doug Walker, Doug Fairbanks, Dean Houser and Susan L. Peacock, Town Clerk. The meeting was called to order; Prayer was offered by Henry Harper followed by the Pledge of Allegiance.

Each board member had been given a copy of the minutes of the May 9th, 2018 board meeting. Town Clerk Susan L. Peacock has a change in the Road Widening Machine purchase information from \$2764.50 to \$2667.50, which changes Cherry Creek's ½ from \$1382.25 to \$1333.75. A motion was made by Mark Abbey seconded by Darren Carlstrom and carried to accept the minutes as corrected.

A motion was made by Darren Carlstrom. seconded by Henry Harper Jr. and carried to draw warrants on the proper funds in payment of Highway Claims No. 67 to No. 83 in the amount of \$70,582.34 which have been duly audited and to draw warrants on the proper funds in payment of General Fund Claims No.122 to No. 147 in the amount of \$7672.84, which have been duly audited.

Supervisor Allen Chase opened the meeting for Pickets Corners Cemetery. Proof of publication of the meeting in 2 newspapers once a week for 3 consecutive weeks prior to the meeting was provided. Remarks were heard from a Town resident indicating he didn't feel the risk of hitting an existing grave during excavation was very high, and if a grave of remains were encountered, the excavation should be filled back in and the new grave should be dug in a different area, as well as Dean Houser regarding the plots that were sold and then returned and refunded to his Parents, Owen and Phyllis Houser as they were deemed the plots may already be occupied and unmarked and sale of these plots was not done in a legal fashion.

Supervisor Chase closed the Pickets Corners Cemetery meeting. A motion to close the Pickets Corners Cemetery to any future internments was made by Mark Abbey, seconded by Darren Carlstrom and carried following a roll call vote as follows: Kenneth Smith – NAY, Henry Harper Jr. – NAY, Darren Carlstrom – YEA, Mark Abbey – YEA, and Allen Chase – YEA.

A motion was made by Mark Abbey, seconded by Kenneth Smith and carried to accept the Financial Report prepared for the Town of Charlotte by Bahgat Laurito & Bahgat,

A motion was made by Darren Carlstrom, seconded by Mark Abbey, and carried to approve the following budget transfer:

HIGHWAY FUND TOWNWIDE

\$42,000 FROM DA9901.9 Transfer – Capital Projects
TO DA5130.2 Machinery Equipment

For equipment purchased at auction.

A motion was made by Kenneth Smith, seconded by Darren Carlstrom, and carried to approve the following budget modification:

HIGHWAY FUND OUTSIDE THE VILLAGE

Modify 2018 adopted budget by increasing Revenue Line DB3501 CHIPS Program by \$3,940 and Increasing Expenditure Line DB5112.2 Improvements Capital Outlay by \$3,940

To reflect actual 2018 funding allocations for CHIPS, EWR & Pave NY programs.

A motion was made by Henry Harper Jr., seconded by Darren Carlstrom. and carried to pay \$400 a month for rent of the Town Clerk, Town Justice/Clerk offices and meeting space to the Village of Sinclairville.

A motion was made by Henry Harper Jr., seconded by Mark Abbey. and carried to allow the Town Supervisor to contact the Village of Sinclairville regarding the office equipment purchased last year as “shared services” to let us share use of the printer/copier or refund part of our purchase.

A motion was made by Darren Carlstrom, seconded by Mark Abbey and carried to purchase a Hydraulic Thumb at a cost of \$3,450.00 from Cooley’s Equipment.

A motion was made by Kenneth Smith, seconded by Darren Carlstrom. and carried to sell the Gradeall on online auction with a minimum selling price of \$10,000.

Since no bids were received for the Town Highway building roof repairs, a motion was made by Kenneth Smith, seconded by Henry Harper Jr. and carried to receive sealed bid requests for the Town Highway building roof repairs with a deadline of July 6, 2018 at NOON in the Town Clerk’s Office with the following specifications:

The Town of Charlotte is looking for sealed bids in regard to a new roof that is needed on 1/2 of our highway building located in Charlotte Center NY.

The highway building consists of an original building and a newer pole building that was added extending the overall length. this newer addition is NOT in need of roof repair at this time. Originally built with a flat roof, the Town later installed an open gable truss roof with shingles and this is the roof in need of repair. Contractors can gain access to the trusses and visually inspect the underside of the substrate for possible water damage. The Town Board has determined the specifications required to repair the roof and are as follows:

- *Remove All singles and nails down to bare substrate and discard.
- *inspect and replace all damaged substrate material with same.

- *remove and replace the first 4' of substrate along the eve's on both the east and west side of building regardless of condition.
- *remove all fascia and soffit material and discard.
- *replace all fascia board with a Pressure Treated dimensional 2"x6"
- *trim back truss tails to compensate for the thicker fascia board.
- *repair any truss tails that MAY need repaired. (at the discretion of contractor)
- *Ice and water ENTIRE roof substrate. including the seam between repaired roof and the new edition roof (approximately 6" difference in height between both roofs and this was not sealed before and caused water damage.)
- *Install new drip edge all 3 sides of roof
- *install new soffit with white vented style.
- * Install new White fascia made from coil stock and bent per dimension of this roof.
- *Flash new roof to the existing new edition roof with both Ice and water and painted coil stock.
- *install new ridge vent (Running entire length of roof line)
- *install new roof material (see the following note)

Note

The Town Board wants to have the cost of the roof repair in two separate bid amounts, one with an architectural shingle and one bid amount with a painted metal roof. The metal roof would also require snow stops on both east and west eve's, running the full length of both eve's.

- *shingle color would be whatever is available that is similar to the new edition roof.
- * the metal color would also be a similar color to the shingled new edition roof.
- *contractor must provide workers comp insurance on all employees and sub-contractors as well as sufficient liability Insurance, the Town will require written documentation.

****Completion date for roof repairs will be September 28th 2018****

*The town board would like to change the 4 small horizontal heater exhausts to vertical thru the roof exhausts as we have an ongoing problem with the wind blowing into these exhausts and causing damage to the heaters. It makes sense to do this change during a roof repair, so contractors should expect to have these exhausts to work around.

Sealed bids are due at the Town Clerk's office no later than July 6th 2018 12pm.

Bids can be mailed to the Town Clerk or hand delivered. mailing address is:

P.O. Box 482

Sinclairville, NY 14782

Bids can be dropped off to the Town of Charlotte Town clerk in the lower level of the municipal office located at 8 Lester Street Sinclairville , NY 14782

***** The Town Board will review the bids at the July 11th, 2018 Board meeting.*****

The Town Board recommends all interested contractors to call ahead to the Highway Superintendent

to schedule an onsite inspection of the roof repair. Mark LeBaron (716) 665-8506 cell or shop (716) 962-4501

If any other question call Town Supervisor Allen Chase (716)640-1472

A motion to accept the Collective Bargaining Agreement between The Town of Charlotte and The Town of Charlotte Highway Workers (as follows) was made by Mark Abbey, seconded by Kenneth Smith and carried following a roll call vote as follows: Kenneth Smith – NAY, Henry Harper Jr. – NAY, Darren Carlstrom – YEA, Mark Abbey – YEA, and Allen Chase – YEA.

AMENDED MINUTES AT 7/11/18 MEETING: Henry Harper Jr. asked to add his comments made at the last meeting regarding the ethics of Mark Abbey’s vote on the motion and roll call vote to accept the Collective Bargaining Agreement between The Town of Charlotte and The Town of Charlotte Highway Workers, as his Father is a Town of Charlotte Highway Worker. The matter was immediately addressed by Mathea Ross, Town Attorney. She replied that this is a collective bargaining agreement, and not a “one-on-one” contract. Under the law and cases based on the law, the fact the contract covers multiple employees for whom the contract was collectively bargained (and not just 1 employee) results in a family member on the Board not having a prohibited conflict of interest if they vote on the CBA. Secondly, the Mark Abbey and his Father do not reside in the same residence and do not have any financial relationship. Therefore, Mark Abbey does not have a financial interest or benefit which would result from his Father’s employment, and therefore no “benefit” which would lead to a prohibited conflict of interest. Thus, there is no ethical conflict.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF CHARLOTTE

AND

TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD
OF

TEAMSTERS

EFFECTIVE
JANUARY 1, 2018 - DECEMBER 31, 2020

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LEGISLATIVE REVIEW

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.

STATEMENT OF PURPOSE

It shall be the policy of the Town of Charlotte in the purpose of this Agreement to promote harmonious and cooperative relationships between the Town and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions. This Agreement is made between the Town of Charlotte, hereinafter referred to as the "Employer" and Teamsters Local #264, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto set forth herein the basic agreement governing wages, hours of work, and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 **RECOGNITION**

Section 1.1 - The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all full-time and regular part-time employees employed by The Town of Charlotte Highway Department, including Motor Equipment Operators, Truck Drivers and the Deputy Highway Superintendent. Excluded is the Highway Superintendent and seasonal employees.

Section 1.2 - The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

ARTICLE 2 **DEFINITIONS**

SEASONAL EMPLOYEES

Section 2.2 - Seasonal employees are not entitled to the protection and benefits afforded by this collective bargaining agreement and are excluded from the bargaining unit.

Section 2.3 - The use of seasonal employees will not infringe upon or cause a reduction of the working hours of full-time employees and will not result in a reduction of the work force.

ARTICLE 3

MANAGEMENT RIGHTS

The Union and the employees covered by this Agreement agree that, except as expressly limited by specific provisions of this Agreement, all of the authority, rights, functions and responsibilities possessed by the Employer are retained by it, including but not limited to: the right to change existing or introduce new equipment, operations, methods or facilities as determined to be in the best interest of the Employer: to direct, deploy and utilize the work force; to determine nature and extent of work; to schedule operations, including the right to change work schedules, to layoff and recall employees; to discharge or suspend employees for just cause; to determine and enforce reasonable work rules, and occupational health and safety standards; provided that these rights shall not be contrary to the specific provisions of this Agreement.

ARTICLE 4

NO STRIKE CLAUSE

Section 4.1 - The Union recognizes the status of the Town of Charlotte Highway Department employees as “public employees” and the provisions of the law applicable thereto.

Section 4.2 - The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike, slow down or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

Section 4.3 - No lock out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 5

DUES CHECK OFF AND AUTHORIZATION

Section 5.1 - An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Appendix A ("Authorization"). Upon receipt of the Authorization from an employee, the Town shall, pursuant to the authorization, deduct dues from the wages of each employee so authorizing each pay period.

Section 5.2 - The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

**TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227**

Section 5.3 - The Union shall certify to the Employer in writing the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

Section 5.4 – An authorization by any employee shall continue in effect until such employee notifies the Town, in writing, of his desire to cancel or change the Authorization. The Town upon receipt of such written cancellation or change shall forward a copy thereof to the Union, by registered mail.

Section 5.5 - Agency Shop: For bargaining unit members who are not members of the Union, the employer shall make an Agency Shop deduction, of an amount equal to the amount of Union membership dues, for the term of the Agreement. Such amount shall be deducted and transmitted in the same manner as set forth above in Section 5.2. The Union hereby agrees to indemnify to hold harmless and to defend the Town from any claim, cost, liability, expense and expenditure related directly or indirectly to any such deduction or the application or spending thereof.

Section 5.6 - If, through inadvertence or error, the Town fails or neglects to make a dues or Agency Shop deduction which is properly due and owing from an employee's pay, such dues or Agency Shop deduction shall be made from the next pay due the employee and transmitted as set forth in Section 5.2 above.

Section 5.7 - On the effective date of this Agreement, the Employer shall supply to the Union at the address listed in 5.2 above, a list of all current employees in the bargaining unit showing the employee's full name, job title, and first date of

employment. Such information shall hereafter be provided to the above if any changes occur.

ARTICLE 6

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 6.1 - The provisions of this 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 Employer the responsibility for applying this provision of the Agreement.

Section 6.2 - In connection with the equal employment opportunity program of the United States, the Employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

Section 6.3 - All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 6.4 - The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf on the Union.

Section 6.5 - The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restrain or coercion.

Section 6.6 - The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 7

BULLETIN BOARD

Section 7.1 - The Employer agrees to provide suitable space for the Union bulletin board in garage, terminal or place of work. Postings by the Union on

such boards are to be confined to official business of the Union. The Employer will provide said bulletin board.

Section 7.2 - All posting other than Union business shall be approved by the employer prior to the posting and said approval shall not be unreasonably withheld.

ARTICLE 8 **ACCESS TO EMPLOYEES**

Section 8.1 - Each contract year, the Employer will furnish the Union a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary. It is understood that it is the obligation of an employee to notify the Employer of any change of address, phone number, name, marital status within ten (10) business days of such change. Failure to do so may result in disciplinary action taken against the employee. This information will be held in strict confidence.

Section 8.2 - Upon the signing of this Agreement, the Employer agrees to provide job descriptions of all positions covered by this Agreement to the Union and annually thereafter during the term of this Agreement. For any new job titles within the bargaining unit created during the term of this Agreement, the Union Business Representative shall be provided a copy of such job description within thirty (30) calendar days after an employee is appointed to such new position.

Section 8.3 – Business Agents of the Local, shall have access to the Employer’s establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that this Agreement is adhered to. Such access shall not interfere with the normal operations of the Employer’s facility. The Union shall provide twenty-four (24) hours advance notification to the employer of any Union Business Agent’s presence on the Employer’s premises.

ARTICLE 9 **UNION BUSINESS**

Section 9.1 - The Union shall certify to the Employer in writing on the effective date of this Agreement, the names of the Union Steward and Officers for the Local. The Union shall notify the Employer in writing of any changes in their status immediately.

Section 9.2 - Properly designated Union Stewards shall be allowed necessary time off, without loss of pay, while directly involved in the manner provided in the grievance procedure on site. The Union Steward or Union Business

Representative shall advise the Highway Superintendent of the grievance and schedule the activity at a time mutually agreeable to all.

ARTICLE 10
DISCIPLINE & DISCHARGE

Section 10.1 - An employee shall not be disciplined, suspended or discharged except for just cause. Any employee who is to be discharged or suspended shall be granted the right to be accompanied by a Union Steward or representative at the time that such discharge or suspension is imposed. The Employer will provide the Union with copies of any and all written disciplinary notices imposed upon the employee within three (3) calendar days of the date of said penalty is imposed.

Section 10.2 - The Employer has the right to make reasonable rules and regulations, the Union has the right to grieve those which they consider are unreasonable.

ARTICLE 11

HOURS

Section 11.1 - The normal work week shall be five (5) consecutive days (Monday through Friday) consisting of eight (8) hours per day and forty (40) hours per week.

Section 11.2 - The normal shift hours shall be from 7:00AM to 3:30PM. With a two (2) week advanced notice the Highway Superintendent may change the starting time of the shift.

Section 11.3 - The Highway Superintendent may change the normal shift hours or when in effect normal summer shift hours, with a two (2) week advanced notice.

Section 11.4 - Any work shift hours outside the normal shift as outlined in Section 12.2, shall be offered to the bargaining unit employees by seniority, if senior employee declines, shift will be filled by inverse seniority.

Section 11.5 - Bargaining unit employees' working a scheduled shift outside the normal hours, shall be entitled to a shift differential of seventy five cents (\$0.75) per hour add to their current hourly wage.

Section 11.6 - Upon mutual agreement between the Union and the Town, a summer schedule from Memorial Day to Labor Day may be in effect. Such schedule would consist of (4) consecutive days (Monday through Friday) consisting of ten (10) hours per day and forty hours per week. Work schedules stated earlier shall be at the discretion of the Highway Superintendent.

Section 11.7 - Any employee called for emergency duty in addition to or outside of said employees normal shift described above shall be guaranteed a minimum of three (3) hours of pay at the rate of one and one half (1 & 1/2) said employees hourly wage.

Section 11.8 - All employees are to receive one half (1/2) hour unpaid lunch period per day, as well as two (2) fifteen-minute breaks per day, one in the first half of the shift and one in the second half of the shift.

Section 11.9 - Section 11.9 – Shut down week to the week of the 4Th of JULY

ARTICLE 12

OVERTIME

Section 12.1 - All hours worked in excess of eight (8) hours per day and in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 & 1/2) the employees hourly rate.

Section 12.2 - All hours paid shall be considered hours worked for the computation of overtime.

Section 12.3 - Employees recognize that they may be called upon by the Employer in an emergency to work hours beyond the normal shift hours.

Section 12.4 - Section 12.4 - An employee who works overtime as set forth herein may elect to receive compensatory time, calculated as set forth above (ie at one and one-half (1 & 1/2) times the overtime hours worked) upon prior written approval by the Highway Superintendent. Compensatory time logs and records will be maintained by the Highway Superintendent. Any compensatory time earned and provided pursuant to this section must be used by December 31 in the calendar year in which it was earned. Compensatory time not used within the time periods stated above shall be paid to the employee in the first full pay period following the date set forth above. No employee may accumulate or use more than twenty (20) hours of compensatory time in any calendar year.

ARTICLE 13
HOLIDAYS

Section 13.1 - Paid Holidays observed by the Town of Charlotte Highway Department will be as follows:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 13.2 - Holidays falling on Saturday will be observed on the previous Friday (or Thursday if on a 10 hour schedule) and Holidays falling on Sunday will be observed on the following Monday.

Section 13.3 - Any employee who is on the payroll or bona fide long term sick leave of one month or more will receive holiday pay after probationary period.

Section 13.4 - Holidays will be paid at the employees straight time rate. If an employee is required to work on a holiday or a day celebrated as a holiday, they shall receive their holiday pay plus time and one-half (1 & 1/2) for each hour worked.

Section 13.5 - Regular part-time employees shall receive a pro-rated holiday benefit.

Section 13.6 - PAA day 8 hours to be used anytime with supervisors' approval or taken in at the years end.

ARTICLE 14
VACATIONS

Section 14.1 - Full-time employees having one (1) year or more of service shall be entitled to a vacation benefit as follows:

<u>Years of Service</u>	<u>Vacation Benefit</u>	
1 year but less than 5 years	2 weeks	(10 Days)
5 years but less than 10 years	3 weeks	(15 Days)
10 years but less than 20 years	4 weeks	(20 Days)

Section 14.2 - Vacation time will be taken subject to the Highway Superintendent's approval, with no closed weeks. A shut down week where all employees will be on vacation will occur each year and will commence on the first Monday in July. Only one employee may be on vacation at a time, unless otherwise approved by the Highway Superintendent.

Section 14.3 - If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

Section 14.4 – Employees must use vacation time in the year earned, as vacation credits will not be permitted to carry to the following year. As a result, reasonable requests by employees for vacation time shall not be unreasonably denied.

Section 14.5 - An employee who retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Section 14.6 - Vacations shall be scheduled with the Superintendent with as much notice as practically possible prior to time off for days exceeding two (2) days in duration. Such approval shall not be unreasonably denied.

Section 14.7 - Regular part-time employees shall receive a pro rated vacation benefit.

ARTICLE 15 **SICK LEAVE**

Section 15.1 – Each contract year, Full-time employees will be entitled to seven (7) paid sick days per year, which may accumulate to a maximum of 90 days.

Section 15.2 - Sick leave credits may be used in units of not less than one (1) day. However, in the event of an employee becoming ill on the job, he may take sick leave credit for one-half (1/2) day provided that he has worked at least four (4) hours on that particular day.

Section 15.3 - A record of the employee's approved sick leave shall be kept by the Highway Superintendent and shall be provided to the employee upon request.

Section 15.4 - Any absence due to sickness of three (3) or more consecutive days will permit the Employer to request a Physician's certificate. An employee's failure to provide a requested certificate may result in loss of sick pay.

Section 15.5 - Reinstatement of Sick Leave: When an employee is reinstated into the same position or re-employed to a position in the bargaining unit within six (6) months following layoff, sick leave credits accumulated at the time of layoff shall be restored.

Section 15.6 - If an employee retires from Town service and is eligible to receive New York State Retirement System payments or if an employee is permanently unable to work because of a work related disability, such employee may apply the then current value of all of his accumulated sick time for application by the Town to health insurance premiums for such employee or spouse.

Section 15.7 - When an employee retires from Town service, he may cash in his accumulated sick leave, if he chooses to repudiate the option outlined in Section 15.6 above.

Section 15.8 – During the period of sick leave, the Employer shall continue to provide the current New York State Disability Benefits, or its equivalent at its option.

Section 15.9 - The employee's estate will receive compensation for an employee's unused sick leave in case of the death of an employee. The Employer may elect to payout the compensation for unused sick leave over a period of up to thirty (36) months.

Section 15.10 - Regular part-time employees shall receive a pro rated sick leave benefit.

ARTICLE 16
FUNERAL LEAVE

Section 16.1 - In the event of death in the immediate family of an employee, he or she shall be entitled to three (3) work days paid leave.

Section 16.2 - The immediate family shall be defined as: Father, Mother, Spouse, Children.

ARTICLE 17
PERSONAL LEAVE

Section 17.1 - Effective January 1, 2003 all full-time employees shall be granted five (5) paid leave days per year for the purpose of conducting personal business.

Section 17.2 - Request for personal leave must be submitted to the Highway Superintendent in writing at least twenty-four (24) hours in advance, except in an emergency, unless waived by the Highway Superintendent.

Section 17.3 - New employees hired will receive personal leave days on January 1, of the year following their hire date.

Section 17.4 - Personal leave is not cumulative from year to year.

Section 17.5 - Regular part-time employees shall receive a pro rated personal leave benefit.

ARTICLE 18
LEAVE FOR JURY DUTY

Section 18.1 - On proof of the necessity of jury service, leave of absence with pay shall be granted to an employee for that purpose upon receipt of proof of attendance from the court clerk.

Section 18.2 - The employee as a condition to being paid shall turn over to the Employer the fee earned as a juror minus travel expenses.

ARTICLE 19
LEAVE OF ABSENCE WITHOUT PAY

Section 19.1 - Application for leave without pay may be filed by an employee, in writing, with the Superintendent. Such application shall state the reason for the requested leave and the duration thereof. If approved by the Highway Superintendent, the application shall be submitted to the Town Board and leave of absence shall be granted or denied in sole discretion of the Town Board. The

Town Board will set forth conditions for the leave as granted. A leave of absence shall have a maximum duration of three (3) months and there shall be no accrual of seniority or time while the employee is on the leave of absence.

ARTICLE 20 **RETIREMENT**

Section 20.1 - The Employer will continue to provide subject to correction, retirement benefits now provided pursuant to Section 75 (i) and Article 14 and 15 of the New York State Retirement Law and Social Security Law for all employees.

ARTICLE 21
HEALTH INSURANCE

Section 21.1 - The Employer will continue to provide all full-time employees hired on or before December 31, 2002, of the Town of Charlotte with: "New York State Teamsters Council Health and Hospital Fund coverage with seventeen percent (17%) of the premium to be paid by Highway employees in 2016 AND 2017 and 2018, with eighteen percent (18%) of the premium to be paid by Highway employees in 2019 and with nineteen percent (19%) of the premium to be paid by Highway employees in 2020.. Employees contributions for their health insurance plan will be deducted from the employees pay before tax under IRS code 125C

Medical – Classic Plan
Rx Drugs
Dental – Option 1

The Town of Charlotte is responsible to set up a HRA account for the use of employees in the set dollar amounts as follows

Single \$ 750.00/yr max limit \$1500*
Two Person \$1200.00/yr max limit \$2400*
Family \$1500.00/yr max limit \$3000*

*If employee leaves Town employment any balance reverts back to the Town.

Section 21.2 - In the event an employee is unable to work because of a work related injury arising from his or her employment with the Town of Charlotte, as determined by a board or agency of the State New York, the employer will continue to pay that employee's health insurance premium pursuant to the provisions of this agreement, during the time period which the employee is disabled from work provided said employee has exhausted all benefit time, for a maximum period of six (6) months. It is agreed that upon the employee exhausting the six (6) months referred to the above the employer will not be obligated to pay for health insurance premiums for that same employee while disabled from work as previously described in this paragraph until that employee re-qualifies by returning to work full-time for a period of six (6) months.

Section 21.3 - The same language above applies to employees who become disabled off the job.

Section 21.4 - Regular part-time employees shall have a pro rated amount of the premium for health insurance paid by the Employer.

Section 21.5 - Any employee who voluntarily wishes to forego coverage by the Employer may do so annually, provided such employee provides the Employer proof of alternate health insurance coverage. The individual electing to opt out of medical coverage will be reimbursed \$1,750.00 for 2018, \$2,000.00 for 2019 and \$2,500.00 for 2020. If any employee commences any opt out for any portion of any given year, the opt out payment to such employee will be pro-rated to reflect the actual number of full months the employee opts out.

In order to receive this payment, an employee must notify the Highway Superintendent during the annual enrollment period of the plan or at the employee's date of hire. Payment will be made in the last paycheck of the fiscal year after the employee makes known his/her decision not to participate in the Employer's health insurance program. Upon written notification to the Highway Superintendent by the employee to forego health insurance coverage, the Employer will annually continue to pay the annual payment unless the employee informs the Employer of his desire to participate in the Employer's health insurance program.

Once the employee makes an election not to participate in the health insurance plan, such employee must remain out of the Plan until January 1 of the next fiscal year provided, however, that if such employee provides proof of a loss of alternate health insurance coverage due to a catastrophic event (such as the loss of the employee's spouse's employment) such employee shall be permitted to obtain health insurance subject to the terms of the Employer's health insurance plan, and any buy-out payment accruing prior to that employee obtaining such coverage shall be prorated. Any employee who returns to the Employer's health insurance plan as a result of such a catastrophic event shall pay a portion of the health insurance premium pursuant to the provisions of this collective bargaining agreement as if that employee had never accepted the insurance buy-out.

ARTICLE 22 **SENIORITY**

Section 22.1 - Seniority shall be defined as length of full-time continuous service from the date of hire with the Employer.

Section 22.2 - In the event of a lay off, seniority shall determine the order in which such employees are laid off, those employees with the greater seniority being the last laid off.

Section 22.3 - Any recall of laid off employees shall be in the inverse order of lay off.

Section 22.4 - Seniority shall terminate upon:

10 Discharge for just cause.

20 Voluntary quitting of job.

30 Layoff for a period of over one (1) year.

40 Employees on a layoff will be notified of recall by certified letter, and the employee shall report to work within two (2) weeks after the certified letter is sent or be terminated.

Section 22.5 - All new employees shall be probationary for a period of ninety (90) calendar days during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the Employer.

ARTICLE 23 **JOB POSTING/BIDDING**

Section 23.1 - If a vacancy occurs within the job classification contained herein, the following procedure shall prevail:

- a) The job to be filled will be posted on the bulletin board for a period of five (5) working days. The posting will show job title, rate of pay, location, and a space for interested employees to sign their name.
- b) After five (5) working days, the most senior employee shall be offered the job provided he has the necessary qualifications to perform the job.

Section 23.2 - Because the Deputy Highway Superintendent position is one that is appointed, openings for that position will continued to be filled by the Highway Superintendent and Town Board, and not subject to this Article.

ARTICLE 24 **GRIEVANCE PROCEDURE**

Section 24.1 - Defined - A grievance is any controversy between the Town and the Union with respect to interpretation or application of any of the terms of this Agreement or compliance with any of the terms of this Agreement.

Section 24.2 Procedure - All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

Step 2:

If the matter is not resolved at the above Step, it will be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within five (5) working days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Agreement alleged to be violated.

A meeting between the designated Employer representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

Step 3:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitrator, providing such written submission is made within five (5) working days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by mutual agreement or from the panel submitted by the New York State Public Employment Relations Board (PERB). The arbitrator shall have no power or authority to add to, detract from or modify, explicitly or impliedly, any express term of this Agreement, and his authority shall be limited to deciding only whether a specific provision of this Agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator shall be shared equally by the Employer and the Union.

Section 24.3- Time Limits

10 The time within which an appeal may be filed at a higher Step of this procedure shall be measured from the date of receipt of the grievance answer.

The time limits set forth above may be extended by mutual agreement in writing to the Employer and the Union.

ARTICLE 25
GENERAL PROVISIONS

Section 25.1 – Effective January 1, 2004, employees shall receive an allowance of up to two hundred dollars (\$200.00) per calendar year for clothing and safety shoes upon receipts. Furthermore, effective January 1, 2018, the Town will provide each employee with a \$100.00 annual store credit at a store of the Town's sole and absolute selection and discretion, which \$100.00 annual store credit is to be used by each employee for purchase of "High-Vis" or other safety clothing to be used by each employee solely in the performance of the employee's duties for the Town. Allowances and store credits must be used in the contract year in which they are earned. Earned allowance and credit cannot be accumulated. Earned allowance cannot be accumulated.

Section 25.2 - The Highway Department Personnel/Employees are responsible for the routine cleaning and maintenance of their facilities which include buildings, outside yard areas and the Town playground area, as well as, other Town property as required.

Section 25.3 – The Union and the Employer recognize the importance of Community Service. Accordingly, those members who are active in the local volunteer fire department will be permitted to attend emergency calls during their working hours without suffering a reduction in pay.

Section 25.4 - Employees shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement.

Section 25.5 - No employee will be required to work in violation of any applicable government regulation relating to safety of persons or equipment or a dangerous condition.

Section 25.6 - Upon request, a member will be given the opportunity to review his file. If a member receives disciplinary action, any portion of this file to be relied on by the Town in support of such disciplinary action will be open for review upon request by the Union representative and the member. Further, any rebuttal letter written by the affected member related to the disciplinary letter will also be placed in his personnel file. The Town cannot use any discipline notices in support of the disciplinary action if the member had not been provided with written notice of the prior disciplinary action at the time discipline was assessed. A copy of all disciplinary letters issued to members will be forwarded to the Union. Letters of discipline will be removed from the file after each following calendar year (12 months).

Section 25.7 – The Highway Superintendent will designate a union employee from the Highway Department to participate in the interview process when the

Town of Charlotte requires a new highway employee. The final approval of the new hire is to be given by the Town Board as required by the New York State Highway Law.

ARTICLE 26
SUBCONTRACTING

Section 26.1 - For the purpose of preserving work and job opportunities for the employees of the bargaining unit. The Employer agrees that, during the specified length of this contract, no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to employees covered under the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part by the Employer to any non unit employees, unless all bargaining unit employees are working or have been offered the work.

Section 26.2 - Nothing contained in this Article shall effect the Town's ability to subcontract should a bona fide emergency situation arise, or if a project is undertaken which in the sole judgment of the Town Board which would require work to be done by an independent contractor because of the amount of work, complexity of the work or the time which would be required to be devoted or the time in which the work must be completed. Also, work performed pursuant to shared services and agreements between the Town of Charlotte and other Municipalities or the County of Chautauqua shall not be considered subcontracting.

ARTICLE 27
DURATION AND TERMINATION

Section 27.1 - This Agreement shall be effective as of the first day of January, 2018 and shall continue in full force and effect until the 31st day of December 2020.

Section 27.2 - The parties upon signing a written memorandum, they may open the contract at any time for renegotiations of any provision or provisions. In order for this Agreement must be reduced to a written memorandum of understanding which is attested to by duly authorized representatives of the Union and Employer.

Section 27.3 - If either party desires to terminate or modify this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

Section 27.4 - This Agreement shall be binding upon the Employer, the Union, and its successors, assignees, lessees or transferees of the Employer or any other parties to contracts with the Employer, which successors, assignees, lessees, transferees or parties provide similar to those provided by members of the bargaining unit represented by the Union.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____ 20____.

FOR THE UNION:

FOR THE EMPLOYER:

Jeff Ziemba
Business Agent

APPENDIX B
WAGE RATES

Effective	5/15/2018	1/1/2019	1/1/2020
Full -Time Employee Machine Operators	\$18.59	\$19.15	\$19.72
Full -Time Employee Truck Drivers	\$18.05	\$18.59	\$19.15

Persons assigned to the position of “Deputy Highway Superintendent” will receive a fifty (.50) cents per hour premium added to their appropriate MEO rate.

APPENDIX C
JOB DESCRIPTIONS

MOTOR EQUIPMENT OPERATOR

DISTINGUISHING FEATURES OF THE CLASS: Work involves responsibility for the safe and efficient operation and care of heavy automotive equipment in the performance of assigned tasks. An employee in this class is also required to perform recurring manual duties related to the operation of the equipment. Work is usually performed under supervision. Does related work as required.

TYPICAL WORK ACTIVITIES:

Operates a truck in connection with the hauling of material for road construction and repair;
Operates a truck to transport workers, tools and other equipment;
Operates a snow plow or related snow removal equipment;
Performs minor mechanical repairs on automotive equipment;
On assignment operates grader, power shovel, loader, roller, gradall, or other heavy automotive equipment;
Services assigned vehicle and maintains it in clean condition;
Loads and unloads trucks;
Performs a variety of simple manual tasks, such as cleaning culverts, shoveling snow, painting and road maintenance work;
May perform other duties as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the operation, general maintenance, and servicing of heavy automotive equipment; ability to understand and carry out simple oral and written instructions; mechanical aptitude; industry and dependability; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Completion of grade school course and two (2) years of experience in the operation of some type of automotive equipment, one (1) year of which should be in the operation of trucks, construction or farm equipment.

ADDITIONAL REQUIREMENT:

Possession, at time of appointment and during service in this classification, of a valid NYS Motor Vehicle Operator's license appropriate for the type of vehicles which the employee may operate.

TRUCK DRIVER

DISTINGUISHING FEATURES OF THE CLASS: Work involves responsibility for the safe and efficient operation of a variety of single axle and/or tandem axle trucks in the performance of assigned tasks. An employee in this class is also required to perform recurring manual tasks in the operation of the equipment assigned. Repetitive and routine duties requiring the use of clearly defined procedures are performed under direct supervision. Employees in this class may be subject to considerable physical effort. Does related work as required.

TYPICAL WORK ACTIVITIES:

Operates a truck in connection with delivering various materials and supplies;
Operates a snow plow or related snow removal equipment;
Performs minor mechanical repair on automotive equipment;
Services assigned vehicle and maintains it in clean condition;
Loads and unloads trucks;
Performs a variety of simple manual tasks involved with the operation of a truck.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the operation of trucks; ability to understand and carry out simple oral and written instructions; mechanical aptitude; industry and dependability; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Completion of standard grade school course and six (6) months of work experience in the operation of some type of automotive equipment; or an equivalent combination of training and experience sufficient to indicate ability to perform the duties of the position.

ADDITIONAL REQUIREMENT:

Possession, at time of appointment and during service in this classification, of a valid NYS Motor Vehicle Operator's license appropriate for the type of vehicles which the employee may from time to time operate.

Discussion was heard on the following:

1. **Clerk Report:** May 2018 Revenue Collected: \$550.00
Hours scheduled/Hours worked: 37.5/38 (+.5 hours)
2. **Justice Report:** for May had 31 new cases and 39 closed, for the year = 179 open cases and 202 closed cases. Additional training for Elderly Abuse is needed.
3. **Written Assessors Report.** Board of Assessment Review hearings were held Wednesday, May 23, 2018 from 4-8pm with 1 hearing. The tentative Equalization Rate has been established at 93%. The drop from 95% 1s year is due to the residential class increasing in value 2%, Land, Commercial and Utilities remained approximately the same. The final roll will be filed with the County and State July 1, 2018.
4. **Building/Zoning Report.** 10 permits issued since Alan took office April 1st, 2018 with a couple still pending. The Zoning Board only has 4 members and it is suggested to have 5. Still going through old business.
5. **Highway Report:** The new excavator is working excellent. Received 3 quotes for sealing the tennis courts. Pipe was installed on Harper Rd. and reseeded at no charge with the help of the County. Starting to seal the roads once the weather cooperates. 4 more roads to grade and all road shoulders have been mowed once. Dugout quote coming from Jamestown Fence to be used in conjunction with an awning from Jamestown Awning that would be removed for storage once the ball season is over.

6. **Update on Wind Farm:** Core drilling and surveying is continuing. The count is down to 14 wind turbines, the last 4 being deleted due to an existing air strip.

7. Resident complained of the Highway Departments lack of snow removal on Bernard Rd. in the late March storm. Town Highway Supervisor Mark LeBaron addressed the concerns.

A motion to adjourn was made by Henry Harper Jr., seconded by Kenneth Smith and carried.

The next meeting will be held on Wednesday, July 11th, 2018 at 7:00 pm in the David Vern Luce Community Building.

Respectfully submitted
Susan L. Peacock
Town Clerk
6-20-18