



PUBLIC WORKS DEPARTMENT UNIT
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF ITHACA, NEW YORK

AND

TEAMSTERS LOCAL UNION 317

Agreement Term:

January 1, 2023 - December 31, 2024

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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 Ithaca, New York, hereinafter called the "Town" or "Employer".

The Employer recognizes the Union as the exclusive representative of all employees in the following classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of Civil Service Law (Taylor Law): all full time probationary and full time post-probationary Department of Public Works employees in the following position titles; Laborer, Motor Equipment Operator, Heavy Equipment Operator, Working supervisor, Maintenance Supervisor, Maintenance Worker, Engineering Technician I, Senior Engineering Technician, Senior Heavy Equipment Mechanic, Heavy Equipment Mechanic, and Assistant Automotive Mechanic. Excluded from this recognition are all seasonal, temporary, and part time employees and all other employees of the Town of Ithaca.

ARTICLE 2. - SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement, or any supplement 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 3.01 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 the purposes of negotiation 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 or 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.

Section 3.02 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 pay check 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.

Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

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

Section 3.03 INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to. The Union will submit a list of authorized agents to the Employer. These agents must notify the Employer prior to these visits and such visit shall not interfere with work assignments. The Employer will assign a location and a reasonable time for such visitation.

Section 3.04 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 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 Steward or the designated Alternate shall be permitted reasonable time, up to one (1) hour per week, to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours. In the event the Steward does not use the time during a workweek, the time may be "banked" or saved up to a maximum of 8 hours. Such time spent in handling grievances during the Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. In the event the Steward or Alternate exhausts their banked time, they will be allowed additional time, however, that time will be unpaid. The Steward must request the use of this time and approval is at the discretion of the Highway Superintendent or designee. This request will not be unreasonably denied.

Negotiations: The Union may designate up to two employees to attend negotiations with the Employer. The representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the employer.

Section 3.05 NON-DISCRIMINATION

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 individual's race, color, religion, sex, gender expression, national origin, age, marital status, sexual orientation, 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.

The Employer and the Union further agree 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 3.06 BULLETIN BOARD

The Employer shall provide a bulletin board at the Public Works Facility for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union. Postings must be submitted in advance to the Employer. The Employer retains the right to reject all postings which are of an inappropriate nature.

ARTICLE 4. - MANAGEMENT RIGHTS

Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Employer retains all of the rights, functions, duties and responsibilities of management currently accorded it by law. Except where limited by this agreement the Employer reserves and retains solely and exclusively all of its inherent rights to operate and manage its business by determining the mission, purpose, objectives, policies and programs; to make or alter from time to time reasonable rules and regulations to be observed by the employees, including without limiting, the right to discontinue old methods and to initiate any technical changes as well as any form or type of new method or procedure; to determine work rules and standards of performance; to determine services to be rendered or supplied; to determine the size of the work force; to determine policy affecting selection or training of employees; to hire and assign employees of its own selection; to determine the number to be

employed; to prepare job qualifications and establish job classifications; to assign and reassign the work to be performed by the employees; to establish and change work schedules; to transfer, promote, demote, lay-off, terminate or otherwise relieve employees from duty subject to applicable provisions of the Civil Service Law of the State of New York.

Furthermore, the exercise or non-exercise of rights hereby retained by the Employer shall not be deemed a waiver of any such right or prevent the Employer from exercising such rights in any way in the future.

ARTICLE 5. - SENIORITY

Section 5.01 SENIORITY LIST

A list of employees arranged in order of their seniority, based on the most recent date of hire with the Town of Ithaca's Public Works Department, shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Within thirty (30) days of the effective date of this Agreement, the Employer shall forward a copy of this 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 5.02 PROBATION

A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a twenty six (26) week trial basis during which period he/she may be discharged without further recourse. After successful completion of the twenty six (26) week period, 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. Absences of more than a total of five (5) work days shall extend this probationary period on a day for day basis.

Section 5.03 APPLICATION OF SENIORITY

Seniority shall be broken only by discharge, voluntary quit, or more than one (1) year layoff.

The principles of seniority shall prevail in disputes involving layoffs and recall from layoffs, except that layoffs will be designated to a job title with seniority based on total service time with the department, instead of service time in that title. The least senior employee in the job title can bump only the least senior employee in the bargaining unit, if that employee is in a lower pay grade and they meet the minimum qualifications of the position.

ARTICLE 6. - DISCIPLINARY ACTION

Disciplinary action shall be imposed pursuant to the Rules and Procedures of Section 75 of Civil Service Law and is not grievable under this contract. Except that the Hearing Officer shall be bilaterally selected by the Town and Teamsters. If an agreement can not be realized with twenty (20) work days, the parties will request a list of neutral hearing officer from 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 7. - GRIEVANCES

Section 7.01 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 7.02 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. The presentation may be either oral or written, and must include Article and/or Section being grieved, and the remedy sought.
- 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 Employer. The presentation shall be written, and must 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 Employment 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 must be made within fifteen (15) working days or the decision at the previous step shall be binding. 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.

ARTICLE 8. - 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 Employer 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 memoranda and documents relating to the employee in which contain criticism, commendation, appraisal, or rating of the employee's performance on his/her job. Copies of such memoranda and documents shall be sent to the employee simultaneously with their being placed in the official personal history folder.

An employee may, at any time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies.

ARTICLE 9. - LICENSES

Employer will reimburse for a first time Commercial Drivers' License (CDL) (A and/or B) permit, driving test and the cost increase for the CDL license. Additionally the employer will reimburse for renewal permits issued within 12 months of the original permit date. Employer will permit the employee to gain experience using Town equipment and will allow Town equipment to be used for the driving test. Employer will reimburse the fee to renew a Commercial Drivers' License (CDL) minus the amount for a regular Class D license at the time of reimbursement.

Employer will pay for test applications and license renewals for certifications for Engineering Technicians. Employer will pay for Vehicle Inspection licenses and renewals, if required by the Employer.

ARTICLE 10. - HEALTH AND SAFETY

Section 10.01 EQUIPMENT

Every employee shall be entitled to a safe and healthful workplace. The Town considers the safety and health of their employees of primary importance and asks employees for full cooperation. Rules of conduct and rules of safety and health shall be observed. The joint cooperation of employees and management in the observance of this policy will provide safe working conditions and maximize accident-free performance. Employees shall adhere to the rules regarding lock out/tag out for unsafe equipment.

Section 10.02 CLOTHING ALLOWANCE

Employer shall provide employees with an annual lump sum clothing allowance in an amount of four hundred fifty (\$450) dollars. New hires will receive an amount based on date of hire. Coveralls through a uniform service will be provided for the mechanics. The clothing allowance is a taxable benefit, so appropriate taxes will be deducted prior to payment. Allowance payment through a separate payroll check will be issued in the first month of the year. Five (5) safety-colored (short or long sleeve) shirts and one (1) sweatshirt with Town logo will be provided for by the employer

annually, in addition to the clothing allowance. If the employee purchases clothing, the Town will pay to have the Town logo and employee's name printed or embroidered on the item(s) if they so desire, up to a maximum of five (5) items per year.

Section 10.03 PROTECTIVE CLOTHING & PPE

Employer will provide personal protective equipment (PPE) such as hard hats, rain gear, safety goggles, gloves, and earplugs, as appropriate for the tasks assigned or any other required by law.

(a) Safety Toed Shoes:

Employees are required to wear safety-toed shoes (no sneakers) while on duty. Employer will reimburse employees annually for ANSI standard safety toed work boots up to the amount of two hundred (\$200) dollars. In addition, the employer will provide safety-toed waterproof boots at the time of hire and periodically will replace them if destroyed or no longer provide the waterproof protection.

(b) Safety Glasses:

Employees are required to wear safety glasses/goggles while performing certain duties. For those employees who wear prescription glasses, the Employer will provide prescription safety glasses once every two years. Employer will pay for Safety Frames and Prescription Lenses up to one hundred thirty-five (\$135) dollars, and will pay the full cost for side shields and dispensing or administration fees. Employee shall be responsible for any eye examination fees and costs over the above allowed amount.

Section 10.04 CELL PHONE REIMBURSEMENT

An employee who has a cell phone which is used by the Town for communication purposes will be reimbursed fifty (\$50) dollars per month towards the cost of their cell phone bill. The amount will be paid out quarterly and is a taxable benefit. Cell phone use policy will be adhered to. Employee will be required to carry a personal cell phone.

ARTICLE 11. - WAGES AND HOURS

Section 11.01 HOURS

(a) Full-time hours of work, workday, workweek and work shift:

At the discretion of the Highway Superintendent or his/her designee the hours can be changed or altered depending on the needs of the department. Time is recorded in ¼ hour increments.

Pursuant to the following procedures:

- (i) The full-time workday shall be either eight (8) or ten (10) consecutive hours for each employee.
- (ii) The full-time workweek shall be either four ten (10) or five eight (8) hour consecutive days for each employee.
- (iii) The Employer may establish Day and Night shifts as follows:
 - a) Day Shift may start between six (6) a.m. and eight (8) a.m.
 - b) Night Shift may start between six (6) p.m. and ten (10) p.m.

- (iv) The employer may implement one (1) Night Shift each calendar year and set the hours of that shift starting between hours set in b) above.
- (v) Prior to making an assignment to a Night Shift the Employer will ask for interested volunteers. However, the Employer is not required to make the assignment from a volunteer list and retains the right to assign any employee to a shift. The Employee will be given (14) calendar days notice prior to the start of a Night Shift assignment, unless the assignment is due to vacation, sick or personal leave or other absences of the regular assigned employee and/or due to other emergency situations.
- (vi) Shift Differential: Employees who are assigned to a regular Night Shift shall receive a two dollars (\$2.00) per hour shift differential above his/her hourly base rate. Employees whose workday spans two shifts will be paid for the hours worked during the Day Shift at the regular hourly rate and the hours worked in the Night Shift at the regular rate plus the shift differential. Employees assigned to work the Night Shift and work overtime, either at the beginning or end of the shift, shall be paid at one and one half (1½) times his/her regular hourly base rate with the shift differential included. If the employee working a shift differential shift requests compensatory time in lieu of paid overtime the compensatory time will be paid out at the employee's regular rate of pay at the time the compensatory time is used. The regular rate of pay will not include the shift differential premium.

Day Shift Hours: 6:00 am up to 6:00 pm Night Shift Hours: 6:00 pm up to 6:00 am

(b) Break and Lunch Periods

All employees shall be provided two (2) ten (10) minute paid break period (or a combined twenty (20) minute break) for each regular workday, and a thirty (30) minute non-paid lunch period each regular workday. Break and lunch periods shall be scheduled at the discretion of the Highway Superintendent or designee. Whenever practicable, breaks will be taken by employee at their field worksite or within a close proximity to the field worksite if restroom facilities are not available

(c) Overtime

Overtime at the rate of one-and-one half times the employee's regular hourly rate ("overtime rate") will be paid after the employee has accumulated forty (40) hours worked for any given work week. Fringes used in a week will be included in the calculation of overtime pay.

(d) Non-Emergency Work Outside Regular Shift

Employees who work an additional day outside their regular work schedule for **non-emergency** work will be paid pursuant to the requirements of section 12.01 (c) for a minimum of 4 hours.

(e) Paid Meal Period:

Public Works employees called into work before 6am, or who work until at least 7pm, will be paid an extra ½ hour at their overtime rate in place of being reimbursed for the cost of purchasing a meal. "Paid meal" should be marked on the time sheet with the proper overtime code. This policy does not apply to emergency work outside the employee's typical work week.

Section 11.02 WAGES

(a) Wage Rates

Employees covered under this contract will receive four percent (4.0%) increase on the job rate in the first year of the contract, and a four percent (4.0%) increase on the job rate in the second year of the contract. See Appendix A for Wage Scales by classification.

- (i) **New Hires:** The following table establishes hiring rates and step progressions until employee reaches Job Rate. All employees will receive wage increases on January 1st.

New Hires	Date of Hire	Step 1 Next 1/1	Step 2 Next 1/1	Step 3 Next 1/1
Hourly rate calculation	Job rate - \$1.25	Job rate - \$0.75	Job rate - \$0.25	Job rate

- (ii) **Promotions:** In the event that an employee is promoted, the employee will start at Step 1 rate for that position. If the Step 1 rate is less than the employee's current rate then they will proceed to the next step for that position.
- (iii) **Laborer with CDL:** Employees in the title of Laborer that possess a Class B Commercial Drivers' License (CDL) with tank endorsement will receive two dollars and seventy-five cents (\$2.75) per hour less than the job rate for a Motor Equipment Operator (MEO) on the first payroll following receipt of the CDL or at time of hire. Laborers hired after 11/01/2022 are required to obtain the minimum of a Class B CDL with tank endorsement within two years of appointment.
- (iv) **MEO with Class A CDL:** Employees in the title of Motor Equipment Operator (MEO) and Automotive Mechanic Assistant that possess a Class A Commercial Drivers' License (CDL) will receive one dollar and fifteen cents (\$1.15) per hour less than the job rate for a Heavy Equipment Operator (HEO.)

(b) **Longevity**

- (i) Employees whose most recent date of hire is prior to 1/1/2010, longevity payments will be paid annually by the Employer, per its existing policy, as follows. Employees with ten (10) years of service will receive three hundred (\$300) dollars. Every year of service thereafter, the employee will receive the previous year's amount plus an additional fifty (\$50) dollars. Longevity will be paid out as a lump sum payment and not added into the employee's base pay. Example: 10 years of service = \$300 11 years = \$350
- (ii) Employees hired on or after 1/1/2010 shall receive an annual longevity payment, starting at five (5) years of service, based on the following non-compounding schedule. Longevity will be paid out as a lump sum payment and not added into the employee's base pay.

5 - 9 years of service	\$200
10 - 14 years of service	\$400
15 - 19 years of service	\$600
20 - 24 years of service	\$800
25 years of service and over	\$1,000

- (c) **Pay Day:** Employees shall be paid on a bi-weekly basis by 9 am on Fridays. For all new hires effective 1/1/23, direct deposit is required, except for special pays such as uniform allowance, longevity payment and vacation buy back payment.

Section 11.03 EMERGENCY CALL IN

Most positions in the unit are emergency response personnel; therefore, emergency call-ins are an essential function of the job. Emergency call-ins will be distributed as equitably as possible. Employees who are called in to work shall be paid a minimum of four (4) hours at the overtime rate. Emergency call-ins for water and sewer work will be paid at a minimum of six (6) hours at the overtime rate. Employees are paid from the time they are called into work and must report for duty within thirty (30) minutes from the time called, which may be extended at the discretion of the Highway Superintendent. When an employee is called in and then stays at work for their regular scheduled shift, the extra hours are paid as regular overtime rate not as Call-In time.

Section 11.04 SEPARATION OF EMPLOYMENT

If the Employer discharges an employee or the employee retires or dies, the Employer shall pay all money due to the employee or estate on the next regular payday. If an employee voluntarily quits, and gives a two-week notice, the Employer shall pay all money due to the employee on the next regular payday. Employees are expected to physically work that full two-week timeframe. Department Head may approve time off during the two-week timeframe, and not more than two workdays can be without prior approval using sick time.

“Money due” shall include unpaid hours worked, unused accrued vacation time and unused compensatory time at the employee’s regular rate of pay as of that time. In no instance will payment be issued for unused sick time or unused personal time.

Section 11.05 LAY OFF and RECALL NOTICE

The Employer shall provide any employee being laid off with one week’s notice that he/she is being laid off or if such notice is not provided one week’s pay in lieu thereof. This notice of 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.

Section 11.06 COMPENSATORY TIME

An employee, if approved by the Highway Superintendent or his/her designee, may accumulate compensatory time for hours worked outside his/her normal work week instead of being paid at the overtime rate for those hours. Compensatory time will be earned at time and one half for hours worked over 40 in a week. Compensatory time can accrue up to a maximum of 40 hours. The Employer may not require the election of compensatory time to avoid paying overtime. Employer will create a mechanism to allow employees to “bank” overtime hours to be paid out in a future paycheck in the same calendar year. Banked overtime hours cannot be converted to compensatory time.

ARTICLE 12. - HEALTH AND WELFARE

Section 12.01 HEALTH INSURANCE:

Health insurance coverage is offered to all full-time employees. Employees covered by this agreement shall receive the same level health insurance benefit plan as non-covered, hourly

employees are being provided, at the time the contract is executed. The Employer retains the right to change insurance plans and/or carriers at any time, as long as the overall benefit level of the new plan is substantially comparable to the current plan. The Union will be notified prior to such change.

Employees hired prior to September 1, 2016, will have an additional health insurance plan option titled GTCMHIC Standard Platinum Plan*. No new enrollments by any staff onto the PPO plan effective 1/1/2023. Employees hired after September 1, 2016, will be only allowed to enroll in the GTCMHIC Standard Platinum Plan.

Employee cost share of the monthly premium is on the following basis:

PPO Plan:

2023: 15.0% of monthly premium, not to exceed \$180 for individual or \$390 for family

2024: 15.0% of monthly premium, not to exceed \$190 for individual or \$410 for family

GTCMHIC Standard Platinum Plan:

2023: 15.0% of monthly premium, not to exceed \$128 for individual or \$322 for family

2024: 15.0% of monthly premium, not to exceed \$140 for individual or \$345 for family

*The Greater Tompkins County Municipal Health Insurance Consortium (Consortium) Standard Platinum Plan will have an Actuarial Value (AV) as defined by the Patient Protection and Affordable Care Act (ACA) equal to an overall plan benefit for the average participant of 90%. The Consortium will annually calculate the AV using the AV Calculator developed by the Centers for Medicare & Medicaid Services (CMS) Center for Consumer Information & Insurance Oversight (CCIIO), which was implemented in accordance with the Patient Protection and Affordable Care Act. If such calculator is no longer available or in use, the Consortium will have an independent Actuary develop the AV of the health insurance plan on an annual basis. The AV will be equal to 90% for the Platinum Plan within an acceptable deviation of + or – 2%. Any changes to the underlying plan benefits of the Greater Tompkins County Municipal Health Insurance Consortium Standard Platinum Plan to maintain the plan's AV will occur no more frequently than once a year with said changes being effective on January 1st each year.

(a) Health Insurance Buy Back:

Employees who elect not to take health insurance through the employer shall receive fifty percent (50%) of the employer's annual contribution for an individual policy provided that the employee provides proof to the employer that the employee is covered by another health insurance plan which provides health insurance coverage for the employee equal to or better than the coverage of the health insurance plan being offered by the employer at that time.

Employees hired after September 1, 2016, will receive fifty percent (50%) of the individual premium for the GTCMHIC Standard Platinum Plan.

(b) Retirees Health Insurance Benefit:

1) Eligibility:

To be eligible for health insurance, the retiree must have retired from the Town of Ithaca with at least ten (10) years of service and be receiving retirement benefits from the New York State and Local Retirement System. If the retiree does not fulfill the previous qualifications, but wishes health coverage through the group, he/she may do so by paying 100% of the premium. The retiree shall pay a percentage of an individual or family policy monthly premium based on the years of service

with the Town as of the retirement date. All retirees Medicare eligible will be required to enroll in Medicare Part A and Part B coverage and are required to convert to a Medicare Supplement plan if offered by the Town at the same cost share as prior to Medicare eligibility.

For employees hired on or after September 1, 2016:

Employees meeting the eligibility outlined above will be able to enroll in Retiree Health Insurance from the date of retirement through the first of the month following the month they reach Medicare eligibility. Once the Retiree reaches Medicare eligibility, the employer contributions toward the health insurance premiums will cease on the first of the month following the qualifying eligibility. The Retiree will have the option to continue coverage with an individual or family plan, however, paying 100% of the monthly premium. Those eligible are encouraged to enroll in the Medicare Supplement plan, if offered and practicable for their situation.

2) Use of Sick Time:

If a retiree has an accrued "sick time" balance and wishes to continue health insurance coverage, they may do so using up to two thousand (2000) hours of sick time. Sick time will be exchanged for months of continued retiree health insurance coverage (individual or family) until the sick time is depleted. For each month of provide retiree health coverage the sick bank at retirement will be reduced by an established number of hours until the sick bank is depleted.

Established hours:

16 hours per month = Retiree and/or dependents are enrolled in a non-Medicare supplemental plan for individual or family coverage

8 hours per month = Retiree and dependents are enrolled in a Medicare supplemental plan for individual or family coverage

When the sick time balance is depleted, the retiree can continue with the retiree health insurance by submitting payment to the Town for their applicable share of the premiums. (See Premium Percentages below.) At no time would any unused sick time be paid out.

3) Premium Percentages:

a) Employees whose most recent date of hire is prior to 1/1/2010, the following percentages apply.

<u>YEARS OF SERVICE AT RETIREMENT</u>	<u>RETIREE'S PORTION OF PREMIUMS</u>	<u>TOWN'S PORTION OF PREMIUMS</u>
30 and over	25%	75%
25 -29	50%	50%
10-24	65%	35%

b) Employees whose are hired on or after 1/1/2010, the following percentages apply.

<u>YEARS OF SERVICE AT RETIREMENT</u>	<u>RETIREE'S PORTION OF PREMIUMS</u>	<u>TOWN'S PORTION OF PREMIUMS</u>
25 years and over	50%	50%
10-24	65%	35%

Section 12.02 DENTAL INSURANCE

Dental insurance coverage is offered to all full-time employees as a voluntary plan. Employees covered by this agreement shall receive the same level dental insurance benefit plan as non-covered, hourly employees at the time the contract is executed. Coverage premiums will be paid in full by the employee for individual or family coverage. If the employer changes the policy regarding dental insurance benefits for non-covered, full time, hourly employees, the employer will notify the union and will meet with the union prior to implementation. The Employer retains the right to change insurance plans and/or carriers at any time, as long as the overall benefit level of the new plan is comparable to the current plan. The Union will be notified prior to such change.

Section 12.03 SHORT TERM DISABILITY LEAVE

Short Term Disability Leave is available to all employees covered by this contract. Short term disability is when the disability leave will be for a maximum of twenty-six (26) weeks in any consecutive fifty-two (52) week period beginning as of the first use of disability.

Disability benefits will be paid for non-work-related illness after the 7-day waiting period (5 business days) and for non-work-related injury after 1 day. The employee must cover the waiting period using their sick time, but if depleted, then any paid time off leave can be used. After the waiting period, the Town will use code "Other-Dis" to subsidize 70% of the employee's regular hours per day (5.60 hours). The remaining 30% of hours per day (2.40 hours) shall be supplemented by an employee's sick time or any paid time off leave can be used. The use of the employee's paid time off leave will allow the employer to issue the employee their regular full paycheck, continue to accrue paid leave time, continue health insurance, and be credited with days worked in retirement system.

If the employee has depleted all their paid time off leave, then they will be eligible for only the 70% paid by the Town and will no longer be eligible to accrue additional paid leave time and will no longer be reported as active to the state retirement system. There will be no change to their health insurance.

The Town may contract with a third party to process these claims. The employee must submit a claim form and provide an acceptable Doctor's statement for the claim to be processed. All decisions regarding the claim will be handled by the third party. Any reimbursement payments from the third party will be paid directly to the Town to reimburse "Other-Dis" time. If the employee accidentally receives a payment from the third party, they shall forward it to the Human Resources Office immediately. A doctor's statement authorizing a return to work is required. The Town and / or employee may request a light duty return to work.

ARTICLE 13. - PENSION

The Employer will continue participation in the New York State and Local Employee Retirement System. Both parties agree to abide by the rules of that system.

ARTICLE 14. - VACATION

Employees shall be eligible to take paid vacation after completing the first six (6) months of employment. Time can be taken in one half (½) hour increments but not less than two (2) hours.

Vacation is earned based on a monthly accrual system (see below). Accruals are posted on the first day of each month and are based on years of service completed as of that date. (Years of service are based on employee's most recent date of hire, with credit given for previous service time.) The maximum vacation balance allowed is one and one half (1½) times the annual days accrued. Employees must complete the full month in order to earn the vacation accrual for that month; **NO** prorating will be done for a partial month if an employee leaves service.

VACATION SCHEDULE:		Hours accrued Monthly	Maximum hours Allowed
<u>Years of Service</u>	<u>Days/Year</u>	OR	<u>8 hrs</u>
less than 5 years	10 days		6.67
5 – 9 years	15 days		10.00
10 years	16 days		10.67
11 years	17 days		11.35
12 years	18 days		12.00
13 years	19 days		12.67
14 years plus	20 days		13.35
			8 hrs
			120.00
			180.00
			192.00
			204.00
			216.00
			228.00
			240.00

(a) Vacation Buy back

Employees are allowed to sell back up to eighty (80) hours of accumulated vacation time annually, provided that at least one (1) week of vacation time in the preceding twelve months has been used.

(b) Requesting and Approval of Vacation Time

Employees must submit a time off request form at least one (1) week in advance when taking five (5) or more working days off. For less time off than five (5) days, at least twenty-four (24) hours in advance is required. The granting or denial of all requests for vacation time off shall be at the discretion of the Highway Superintendent or designee. Once vacation time is approved it can't be revoked.

ARTICLE 15. - HOLIDAYS

There are thirteen (13) paid full day holidays per year. The following holidays shall be observed:

New Year's Day -	January 1st
Martin Luther King Jr's Birthday -	Third Monday in January
President's Day -	Third Monday in February
Memorial Day -	Last Monday in May
Juneteenth Day-	June 19 th
Independence Day -	July 4 th
Labor Day -	First Monday in September
Columbus /Indigenous Peoples Day -	Second Monday in October
Veterans' Day -	November 11 th
Thanksgiving Day -	Fourth Thursday in November
Day after Thanksgiving-	Fourth Friday in November
Christmas Day -	December 25 th
Floating Holiday-	new date specified each year by majority vote of all employees at the Public Works Facility

There are two (2), half (1/2) day holidays per year: (PWF closes at 10:30 am on those days)

Christmas Eve	December 24 th
New Year's Eve	December 31 st

If a holiday falls on a Saturday, the proceeding Friday will be taken as the holiday. If the holiday falls on a Sunday, the following Monday will be considered the holiday. The floating holiday is a specific date determined by majority vote of all Public Works Facility employees. Holiday hours are based on the employee's regular scheduled day but not less than their regular workweek divided by five (5) days. (Employee's working four (4) ten (10) hour days as their scheduled shift will receive ten (10) hours of holiday pay.)

(a) Holiday Pay:

Employees required to work on a holiday will receive holiday pay at straight time plus overtime rate (1.5 times the hourly rate) for all hours worked. Employees required to work on New Year's Day, Martin Luther King Jr's Birthday Day, Thanksgiving Day, or Christmas Day will receive holiday pay at straight time plus double time (2 times the hourly rate) for all hours worked. To be eligible for holiday pay, an employee must have worked the last scheduled workday preceding and the first scheduled workday following the holiday, unless paid time off was previously approved or present a doctor's note excusing the employee for that day.

ARTICLE 16. - LEAVE TIME

Section 16.01 SICK DAYS

Employees shall earn one (1) day of sick time every month, which is accrued as eight (8) hours on the first day of the month, for completing the previous month of service. New hires will receive a prorated accrual the first month of service.

The maximum sick time allowed is 250 days (or 2000 hours). A maximum of one hundred sixty-five (165) days of accumulated sick time can be used to increase service credit through the NYS & Local Retirement System 41J program. At no time will an employee or retiree receive cash payment for unused sick time.

Employees must call in to the PWF office no less than one half (½) hour before the start of every workday (or other prearranged time) to report use of sick time. Sick time is to be used in one half (½) hour increments. Sick time is to be used if the employee is ill or injured or may be used to care for a sick immediate family member up to a total of eighty (80) hours within a calendar year.

Employees absent from work for more than three (3) consecutive working days due to an illness or injury may be required to supply to the Human Resources Office a doctor's statement covering the complete absence. If an employee demonstrates a pattern of unscheduled absences documentation may be requested.

Section 16.02 PERSONAL DAYS

Employees shall be granted four (4) personal days or thirty-two (32) hours per year, new hires will be prorated. This time is non-accumulative and personal time balance at the end of the year will be converted to the sick time accrual bank. Converting personal time to sick time will not increase the maximum sick time accrual allowed.

Personal time should be used in one half (½) hour increments and must be requested and approved of prior to use. In emergency situations the employee shall notify the Highway Superintendent or designee as soon as possible and give a reason for the absence. Personal time shall **not** be used

in conjunction with or prior to or following vacation time or a holiday or used for the purpose of a second occupation. Personal time is to be used for significant activities, which cannot be completed after working hours. Examples: Doctor/Dentist visits, banking, professional service appointments, personal business, or family business.

Section 16.03 BEREAVEMENT LEAVE

Employees are given a bereavement leave in the event of a death based on the following:

5 days: Employee's: Spouse/Partner, Parents, and children

3 days: Employee's: Grandparents, Siblings, and grandchildren,
Employee's Spouse/Partner's: Parents, siblings, children, and grandchildren

1 day: Employee's: Aunts, Uncles, Cousins, Nieces, and Nephews
Employee's Spouse/Partner's: Grandparents, Aunts, Uncles, Cousins, Nieces, and Nephews

If additional time is needed for family listed above or for others not listed above, employees can request from their Department Head the use of their vacation, compensatory or personal time or request an unpaid leave of absence. Requests will not be unreasonably denied. Employees must use bereavement time within thirty (30) calendar days of the date of death and will complete a bereavement leave form detailing the person, relationship, date of death and when the leave days will be used, however, employees can use days beyond thirty (30) calendar days with approval by immediate supervisor on a case-by-case basis.

Section 16.04 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.

An employee will be paid his/her regular salary while on Reserve Military Duty for a total of thirty (30) calendar days or twenty-two (22) working days, whichever is greater, in any calendar year.

Section 16.05 JURY DUTY

Any regular employee called for jury duty shall be granted leave for that duty with no charge against leave credits. For each day of such duty the employee shall be paid the difference between his/her applicable hourly wage and the actual payment received for that duty. This payment shall be accomplished by the employee turning his/her payment for jury service over to the Human Resources Manager, and the employee shall in turn receive his/her full pay for that day.

ARTICLE 17. - MAINTENANCE OF STANDARDS

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.

ARTICLE 18. - OTHER BENEFITS

Employees covered by this agreement shall receive the same Leave of Absence, Short-term Disability, Group Life Insurance, Flexible Spending Plan, Workers' Compensation, Mileage Reimbursements, Separation of Employment, Wellness Program, Town Sponsored Functions, Weather Related Time Off, and Paid Parental Leave benefits as non-covered, full time, hourly employees in accordance with the policies then in effect as the same may be increased, altered, or reduced by the Town with respect to other non-covered, full time, hourly employees. If the employer changes any benefit for non-covered, full time, hourly employees, the employer will notify the union and will meet with the union prior to implementation.

- Equipment Shows- Attendance at the different equipment shows will be permitted at the discretion of the Highway Superintendent or designee.

ARTICLE 19. - DECLARATION OF NO STRIKE POLICY

Union as the sole and exclusive bargaining representative of the employees, does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike, work slowdown or other work stoppage.

ARTICLE 20. - LEGISLATIVE ACTION

The Employer shall prepare, secure introduction, and recommend passage by the appropriate legislative body 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 21. - DURATION, NOTIFICATION AND REOPENING

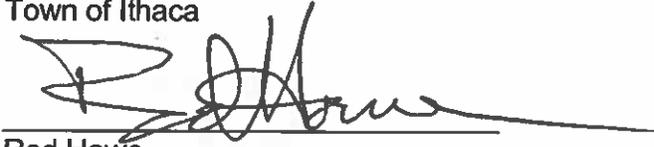
This Agreement shall continue in full force and effective from date ratified by the Ithaca Town Board, January 1, 2023, through December 31, 2024.

All negotiations for a successor agreement shall be conducted pursuant to law. No article, section or subsection of this agreement shall be retroactive and only those items and benefits specifically incorporated in this agreement shall be binding on the Employer or its agent.

In witness thereof, the parties hereto have caused the Agreement to be executed by their duly authorized representative.

Date: December 12, 2022

Town of Ithaca



Rod Howe
Town Supervisor



Pamela Bleiwas
Town Councilperson



Judith Drake
Human Resources Manager

Date: December 12, 2022

Teamsters Local 317



Duane Wright
Business Representative



Jonathan Munson
Shop Steward



Anthony Inman
Shop Steward

APPENDIX A Wage Scales

2023 WAGE SCALE

FIELD SYSTEM JOB CLASSIFICATION LISTING		2023 Wage Scale						
Effective: FY 2017 TB Res. 2018-112		2080 Hours based on full time of						
		INCREASE	Class IV Teamsters		Promotions start		Per Contract	
		184.00%						
Class	Civil Service Title	HIRING MINIMUM	Hiring Rate	Step 1 1st Anniv. Yr.	Step 2- 2nd Anniv. Yr.	Step 3 - 3rd Anniv. Yr.	JOB RATE 1/1	
HOURLY POSITIONS		HOURLY						
V	Working Supervisor	Hourly:	\$ 30.43	\$ 32.56	\$ 33.06	\$ 33.56	\$ 33.81	4.00%
	Sr. Heavy Equipment Mechanic	40 hrs/wk	\$ 63,292.32	\$ 67,724.80	\$ 68,764.80	\$ 69,804.80	\$ 70,324.80	\$ 2,704.00
	Sr. Engineering Technician	per hour increase:					\$ 1.30	7.78%
	Maintenance Supervisor							\$ 5,075.20
IV	Engineering Technician I	Hourly:	\$ 28.23	\$ 30.12	\$ 30.62	\$ 31.12	\$ 31.37	4.01%
	Heavy Equipment Operator (HEO)	40 hrs/wk	\$ 58,724.64	\$ 62,649.60	\$ 63,689.60	\$ 64,729.60	\$ 65,249.60	\$ 2,516.80
	Maintenance Worker	per hour increase:					\$ 1.21	3.81%
	Heavy Equipment Mechanic							\$ 2,392.00
III	MEO w/ class A	Hourly:	MEO-\$1.15	\$ 28.97	\$ 29.47	\$ 29.97	\$ 30.22	4.17%
	Automotive Mechanic Assistant w/ class A	40 hrs/wk		\$ 60,257.60	\$ 61,297.60	\$ 62,337.60	\$ 62,857.60	\$ 2,516.80
		per hour increase:					\$ 1.21	5.81%
								\$ 3,452.80
II	Motor Equipment Operator (MEO) w/ class B	Hourly:	\$ 25.70	\$ 27.31	\$ 27.81	\$ 28.31	\$ 28.56	4.01%
	Automotive Mechanic Assistant w/ class B	40 hrs/wk	\$ 53,464.32	\$ 56,804.80	\$ 57,844.80	\$ 58,884.80	\$ 59,404.80	\$ 2,268.00
		per hour increase:					\$ 1.10	10.85%
								\$ 3,720.00
I	Laborer w/ CDL - class A or B	Hourly:	MEO-\$2.75	\$ 24.56	\$ 25.06	\$ 25.56	\$ 25.81	4.45%
		40 hrs/wk		\$ 51,084.80	\$ 52,124.80	\$ 53,164.80	\$ 53,684.80	\$ 2,288.00
		per hour increase:					\$ 1.10	8.70%
								\$ 4,204.80
I	Laborer	Hourly:	\$ 21.38	\$ 22.80	\$ 23.00	\$ 23.50	\$ 23.75	4.03%
		40 hrs/wk	\$ 44,468.00	\$ 46,800.00	\$ 47,840.00	\$ 48,880.00	\$ 49,400.00	\$ 1,913.80
		per hour increase:					\$ 0.92	

NOTES: New employees start at Hiring Rate and progress to Job Rate
 New hires receive wage increases on January 1st
 New hires shall reach Job Rate on January 1st of their 5th Anniversary year
 Once new hires reach Job Rate wage increases will occur on 1st anniversary after employees
 Job Rate will be adjusted annually based on a living adjustment percentage or increments found as determined by the TB when finalizing the budget
 Hiring Minimum will be adjusted as determined by the TB
 For lateral promotion employees will start at Step 1 of that classification

2024 WAGE SCALE

FIELD SYSTEM JOB CLASSIFICATION LISTING		2024 Wage Scale						
Effective: 1/1/2017 TB Res# 2016-112		INCREASE		Promotable Staff			Per Contract	
2000	Hours based on full time of	184.80%	Class IV- Teamster					
Class	Civil Service Title	HRING MINIMUM	Hiring Rate	Step 1 1st Anniv. Yr.	Step 2- 2nd Anniv. Yr.	Step 3 - 3rd Anniv. Yr.	JOB RATE 1/1	
HOURLY POSITIONS		HOURLY						
V	Working Supervisor	Hourly:	\$ 31.64	\$ 33.91	\$ 34.41	\$ 34.91	\$ 35.16	3.99%
	Sr. Heavy Equipment Mechanic	40 hrs/wk	\$ 65,819.52	\$ 70,532.80	\$ 71,572.80	\$ 72,612.80	\$ 73,132.80	\$ 2,808.00
	Sr. Engineering Technician	per hour increase:					\$ 1.35	
	Maintenance Supervisor							
IV	Engineering Technician I	Hourly:	\$ 29.37	\$ 31.38	\$ 31.88	\$ 32.38	\$ 32.63	7.75%
	Heavy Equipment Operator (MEO)	40 hrs/wk	\$ 61,083.36	\$ 65,270.40	\$ 66,310.40	\$ 67,350.40	\$ 67,870.40	\$ 3,282.40
	Maintenance Worker	per hour increase:					\$ 1.28	4.02%
	Heavy Equipment Mechanic							\$ 2,020.80
III	MEO w/ class A	Hourly:	MEO-31.15	\$ 30.23	\$ 30.73	\$ 31.23	\$ 31.48	3.85%
	Automotive Mechanic Assistant w/ class A	40 hrs/wk	\$ 62,878.40	\$ 63,918.40	\$ 64,958.40	\$ 65,478.40	\$ 65,478.40	\$ 2,392.00
		per hour increase:					\$ 1.26	4.17%
								\$ 2,620.80
II	Motor Equipment Operator (MEO) w/ class B	Hourly:	\$ 26.73	\$ 28.45	\$ 28.95	\$ 29.45	\$ 29.70	3.7024%
	Automotive Mechanic Assistant w/ class B	40 hrs/wk	\$ 55,598.40	\$ 59,176.00	\$ 60,216.00	\$ 61,256.00	\$ 61,776.00	\$ 3,702.40
		per hour increase:					\$ 1.14	3.99%
								\$ 2,371.20
I	Laborer w/ CDL - class A or B	Hourly:	MEO-22.75	\$ 25.70	\$ 26.20	\$ 26.70	\$ 26.95	10.20%
		40 hrs/wk	\$ 53,456.00	\$ 54,496.00	\$ 55,536.00	\$ 56,056.00	\$ 56,056.00	\$ 5,720.00
		per hour increase:					\$ 1.14	4.42%
								\$ 2,371.20
I	Laborer	Hourly:	\$ 22.23	\$ 23.45	\$ 23.95	\$ 24.45	\$ 24.70	9.11%
		40 hrs/wk	\$ 46,238.40	\$ 48,776.00	\$ 49,816.00	\$ 50,856.00	\$ 51,376.00	\$ 4,890.00
		per hour increase:					\$ 0.95	4.00%
								\$ 1,976.00

NOTES: New employees start at hiring rate and progress to job rate
 New hires receive wage increases on January 1st
 New hires start reach job rate on January 1st of their 3rd Anniversary year
 Current new hires reach job rate wage increases will occur on 1st anniversary after employees
 Job rate will be adjusted annually based on a living adjustment percentage, or increments set as determined by the TB when finalizing the budget
 Living Adjustment will be adjusted as determined by the TB
 For bonus promotion employees will start at Step 1 of their job classification