

## Town of Caroga Highway Department Employment Contract

**THIS AGREEMENT** is made as of the 6th day of December, 2017, between The Town of Caroga (“The Town”); and \_\_\_\_\_, (“Employee”). This agreement shall be effective on January 1, 2018 and set forth the terms of employment between the Town and Employee for the period from January 1, 2018 until December 31, 2021. The term of employment of the Employee is controlled by and subject to the New York State Civil Service Law and is not established by this Agreement or the Town's resolution. No rights as to term of employment are conferred by this Agreement except those conferred by statute.

**WHEREAS** the Highway Department of Town of Caroga desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

**IN CONSIDERATION** of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

### **1. EMPLOYMENT**

A. The Employee agrees to be employed on the terms and conditions set out in this contract. He will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position with the Town of Caroga Highway Department. In carrying out these duties and responsibilities, the Employee shall comply with all Town of Caroga and Town of Caroga Highway Department policies, procedures, rules and regulations, both written and oral, as are announced by the Town of Caroga Highway Superintendent. It is also understood and agreed to by the Employee that his daily assignments, duties and responsibilities and reporting arrangements may be changed by the Town in its sole discretion without causing termination of this agreement.

B. Time of Work- The Employee's normal work hours, (“Normal Work Week”) will be forty (40) hours. The weekly schedule will vary depending upon season. However, the Employee will, upon no less than one hour and fifteen minute notice from the Highway Superintendent, work additional hours necessary to complete the lawful duties and obligations of the Town of Caroga Highway Department. It is further understood by Employee that while employed by the Town, due to ever-changing road conditions and needs of the Highway Superintendent, the Employee is considered to be “on call” at all times.

## 2. COMPENSATION

As of the date of this agreement, the Employee's hourly rate of pay will be \$ \_\_\_\_\_/hour and position will be \_\_\_\_\_. Compensation will be paid to Employee twice per month, on Fridays. New employees have 5 days pay held back. Town is entitled to deduct from the Employee's compensation, or from any other compensation in whatever form, any applicable deductions and remittances permitted and required by law.

### A. Rates of Pay Per Position

#### **Mechanical Equipment Operators (MEOs)**

- Entry Level MEO'S - \$16.01
- After 24 months of Employment - \$16.95
- After 48 months of Employment - \$17.87
- After 60 months of Employment - \$18.87

**Mechanics** - \$19.44

**All Other Employees** - \$15.55

B. Overtime Pay- The number of hours worked in a normal work week will be 40 hours. Time and a half will be paid to Employee for ongoing overtime in accordance with all applicable laws . A minimum of four (4) hours of overtime pay will be paid to employees working on unscheduled work days (on call). All overtime hours worked will be at the discretion and prior direction of the Highway Superintendent.

C. Effective January 1 of the second, third, and fourth year of this agreement, the Employee shall receive the following increases to pay:

2019	-	2%
2020	-	3%
2021	-	3%

**NOTE:** There will be no increase given during the first year (2018).

**3. EMPLOYMENT TIER SYSTEM**

- A. Full time employees employed on or before December 6, 2017, shall be known as “Tier A” employees.
- B. Full time employees employed after December 6, 2017, shall be known as “Tier B” employees.

Date of Hire: \_\_\_\_\_

Employee Tier: \_\_\_\_

**4. LONGEVITY**

- A. Starting January 1, 1990, and each year thereafter, Employee will receive \$50.00 longevity per year upon completion of each year of service. At the conclusion of the tenth year of service, Employee will receive a longevity of \$100.00 per year to be paid with the first pay period of November of each year. In the event that an Employee leaves employment with the Town of Caroga during a calendar year, Employee shall receive longevity prorated for that particular year, receiving \$25.00 for employment terminating before July 1 and \$50.00 thereafter until December 31st.
- B. In the event that Employee terminates employment with the Town and is rehired at a later date, longevity will reset to \$50.00 annually, and longevity will reset to year one, regardless of previous years of employment with the Town.

**5. HOLIDAYS AND LEAVE TIME**

- A. Holidays - Employee shall receive the following days off with pay:

New Year’s Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
General Election Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

The following holidays shall be “floating holidays”:

Columbus Day  
Martin Luther King Jr. Day

In the event that the Employee is scheduled to work on a holiday, the Employee is to be paid for the holiday at his regular rate per hour plus one and a half times his hourly rate for all hours worked for the day.

B. Personal Leave – Employee shall receive twenty-four (24) hours of personal leave per calendar year, credited on the first work day of the year. Personal days must be used during the calendar year in which they are received and do not accrue from year to year. Employee must request and get prior approval from the Highway Superintendent prior to taking personal time.

C. Vacation Leave – Employee shall receive ten (10) hours per month after six (6) months of continuous employment with the Town. Employee may accrue up to a maximum of two hundred (200) hours of vacation time. Employee must request and get approval from the Highway Superintendent prior to taking vacation time. Upon retirement from employment with the Town, Employee is entitled to compensation for unused vacation time at a rate of 100% of the Employee’s final hourly rate of pay.

D. Sick Leave – The Employee shall be entitled to receive ninety-six (96) hours of paid sick leave per year, to be credited on the first of each year. Newly hired employees shall not be entitled to paid sick leave until the completion of six months of continuous employment with the Town. Upon completion of this six month period the Employee shall receive a prorated amount of paid sick leave for use during the duration of the calendar year.

The Employee may be compensated for up to forty (40) hours of unused sick time at the end of each year. Accrued time that is not sold back to the Town at the conclusion of the year, or placed in the Employee sick bank in accordance with paragraph “i”, below, shall not accrue and shall instead be forfeited.

i. *Sick Bank*- The Employee shall be entitled to “donate” up to 320 hours of accrued sick leave into the Employee’s “sick bank”. Time donated to the Employee’s sick bank may be utilized in the event of long-term illness or injury of Employee or an immediate family member (as defined in section E, below). Long-term illness or injury must be verified and determined by Employee’s health care provider or healthcare provider of immediate family member. Sick bank hours may only be added from the Employee’s 96 hours of annual sick time . Upon retirement, the Employee is entitled to compensation for up to 200 hours of unused sick bank time at 50% of the Employee’s final hourly rate of pay.

ii. Tier A employees retain the option to apply any unused sick time earned prior to contract date towards the sick bank. Upon retirement, Tier A employees will also have the option

of receiving compensation for unused sick time earned prior to contract date at 100% of final rate of pay.

E. Bereavement Leave – The Employee shall be permitted up to three (3) days with full pay in the event of the death of an immediate family member. Bereavement leave pay will not be granted to employees attending a funeral during periods when, for other reasons, they are not at work, such as vacation, holidays, and illness. “Immediate family” is understood to include father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or any relative who presently resides with the employee.

**6. COMMERCIAL DRIVER’S LICENSE** - All full-time employees of the Highway Department are required to obtain and maintain a New York State Commercial Driver’s License commensurate with their expected duties. Any future renewals and upgrades shall be the sole responsibility of the employee. All employees of the Highway Department shall possess a Commercial Driver’s License as a condition of employment. Failure to comply with this directive may result in disciplinary action up to and including termination of employment.

**7. CLOTHING ALLOWANCE** – The Employee shall receive a clothing allowance of \$375.00 per year to be paid on March 1 of each year.

## **8. TERMINATION OR SEPARATION FROM EMPLOYMENT**

- A. The Employee shall have only those rights to continued Employment with the Town as conferred by law, including but not limited to the New York State Civil Service Law.
- B. Should the Employee wish to separate from his employment with the Town he will provide the Highway Supervisor with a minimum of two-weeks notice of such intention.
- C. The Town reserves the right to impart discipline or terminate the employment relationship with the Employee as permitted by law. The following list of actions may result in discipline and/or termination from employment with the Town. This list is not exhaustive and is illustrative only. Such actions include, and are not limited to: Failure to maintain Commercial Driver’s License; insubordination; failure of drug testing and/or drug and alcohol use during work; falsifying records; chronic tardiness or poor attendance; accruing more than three (3) one-day (1 day) suspensions in a calendar year; criminal behavior; physical violence or threats of violence; sexual harassment and other discriminatory behavior in the workplace; failure to adequately maintain or the misuse of Town of Caroga Highway Department property; theft of Town property or money;

incompetence or poor quality of work; violation of terms of Employment Agreement or Town policy.

- D. Upon voluntary separation from employment with the Town - but not including voluntary separation made in lieu of discipline - the Town will pay to the Employee the value of any accrued vacation time at a rate of 100% of the Employee's final rate of pay for up to 200 hours. The Employee shall also be entitled to payment for up to 100 hours of accrued "sick bank" pay at a rate of 100%. Sick pay will be compensated at a prorated rate not to exceed 40 hours.
- E. If the Employee is terminated from his employment, or otherwise resigns from his employment in lieu of discipline, he shall not be entitled to any payment for any accrued vacation and/or sick time.
- F. In addition to any other benefits available upon retirement as set forth in this agreement, if the Employee separates from his employment with the Town for purposes of retirement in accordance with the rule of the New York State Employees Retirement System, he shall be permitted to cash out accrued vacation time up to 200 hours at 100 % of his final rate of pay and accrued "sick bank" time (up to 200 hours) at 50% of his final rate of pay.
- G. Once notice has been given by either party by any reason, The Town and the Employee agree to execute their duties and obligation under this Agreement diligently and in good faith through to the end of the notice period. The Town may not make any changes to the compensation or to any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

## **9. HEALTH BENEFITS**

A. Tier "A" Employees: Entitled to participate in a single, two-person or family health insurance plan made available by the Town. Unless otherwise modified by the Town, the Town shall pay the full cost of health insurance premiums for eligible employees of the Highway Department that participate in the Town offered plan.

B. Tier "B" Employees: Entitled to participate in a health insurance plan made available by the Town. Unless otherwise modified by the Town, the Town shall pay the full cost of health insurance premiums for individual coverage after ninety (90) consecutive days of employment. Prior to that time, employees shall be responsible for 100% of the cost of health insurance premiums for individual coverage. After ninety (90) consecutive days of employment employees shall be eligible to purchase two-person or family coverage with the Town. After

ninety (90) consecutive days of employment with the Town, employees electing two-person or family coverage with the Town shall be responsible for paying fifty percent (50%) of the difference between the price of selected two person or family plan premium and the price of the individual plan premium.

## **10. RETIREMENT HEALTH BENEFITS**

A. Tier “A” Employees - Full-time employees of the Town of Caroga Highway Department employed prior to December 6, 2017 that have provided at least 25 total years of full-time service to the Town and retire in accordance with the rules of the New York State Employees Retirement System shall be eligible to receive individual health benefits in retirement with 100% of such premiums to be paid for by the Town. Such benefits shall continue until such time that the Employees become eligible for Medicare. Upon becoming eligible for Medicare the Town shall reimburse Highway Department employees for the costs associated with Medicare Part B only. Should such Employees elect two-person coverage, the Town shall be responsible for 100% of the cost of such premiums. Two-person coverage may only be used towards a current legal spouse who is also retired.

B. Tier “B” Employees - Full-time employees of the Town of Caroga Highway Department employed prior to December 6, 2017 that have provided at least 25 total years of full-time service to the Town and retire in accordance with the rules of the New York State Employees Retirement System shall be eligible to receive individual health benefits in retirement with a 20% employee contribution toward the cost of health insurance premiums. Such benefits shall continue until such time that the Employees become eligible for Medicare. Upon becoming eligible for Medicare the Town shall reimburse Highway Department employees for the costs associated with Medicare Part B only. Should such Employees elect two-person or family coverage, they shall be responsible for 100% of the cost of such premiums.

C. The Town reserves the right to modify the terms and conditions by which health insurance benefits are provided to Employee in retirement upon mutual agreement between Employee and the Town.

## **11. ENTIRE AGREEMENT**

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

**12. SEVERABILITY**

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

**IN WITNESS WHEREOF** the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

**SIGNED, SEALED AND DELIVERED** in the presence of:

\_\_\_\_\_ [Name of employee]

\_\_\_\_\_ [Signature of Employee]

\_\_\_\_\_ [Name of Town of Caroga Official]

\_\_\_\_\_ [Title of Town of Caroga Official]

\_\_\_\_\_ [Signature of Town of Caroga Official]