

**TOWN OF PLATTSBURGH TOWN BOARD
WORK SESSION AGENDA
November 10, 2022**

The meeting was called to order at 6:01 PM by the presiding officer at the Town of Plattsburgh Town Hall, 151 Banker Road. Pledge.

	<u>Present</u>	<u>Absent</u>
MEMBERS: Michael S. Cashman, Supervisor	x	
Thomas E. Wood, Councilor	x	
Barbara E. Hebert, Councilor	x	
Charles A. Kostyk, Councilor	x	
Dana M. Isabella, Councilor	x	
Kathryn B. Kalluche, Town Clerk	x	
James J. Coffey, Town Attorney	x	

Public Comments: None

Supervisor's Report:

- Veteran's Day
- NYPA Update

Draft Resolutions:

022-228 Delinquent Water and Sewer Re-levy Charges
022-229 Request for a Road Name Change from Sunset Drive to Battlefield Lane
022-230 Resolution for Type II SEQRA Action- Local Law Imposing a Twelve-Month
Moratorium of Applications for Self-Storage and Mini-Storage Units
022-231 Change Order No. 3 – Contract No. 4 – Electrical, Water Supply Improvements
022-232 2023-2025 Non-Union Employee Policy
022-xxx Minutes
022-xxx Close Out Money Market Account
022-xxx Budget Amendment

Committee Reports:

Town Board meeting be adjourned at 6:14 PM.

**TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
November 10, 2022**

Resolution No. 022-228

**Delinquent Water and
Sewer Relevy Charges**

WHEREAS, certain water and wastewater bills have not been paid and are now Delinquent; therefore, be it

RESOLVED, that the list of delinquent water and wastewater charges in the respective district for 2022, submitted by the Water and Wastewater Department, be accepted and placed on file and that a copy be forwarded to the Clinton County Board of Legislators to be added to the 2023 Tax Roll and a copy be given to the Town Clerk pursuant to Section 198(3) of the Town Law; and be it further

RESOLVED, that a copy of this Resolution be given to the Finance Manager.

Motion: Charles A. Kostyk

Seconded by: Dana M. Isabella

Discussion: None

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella	x				
Michael S. Cashman	x				

**TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
November 10, 2022**

Resolution No. 022-229

**Request for a Road Name
Change from Sunset Drive
to Battlefield Lane**

WHEREAS, the Town of Plattsburgh and the Clinton County American Legion are developing the Battlefield Memorial Gateway; and

WHEREAS, the current name is Sunset Drive and we wish to change the name to Battlefield Lane; therefore, be it

RESOLVED, that Sunset Drive be taken off the County list as a road name in the Town of Plattsburgh and that Battlefield Lane be added in its place; and be it further

RESOLVED, that the Town Board does hereby accept the name change request from the Town of Plattsburgh and a certified copy of this Resolution be given to the Clinton County Emergency Preparedness Office, the Clinton County Planning Board and Town of Plattsburgh Highway Superintendent and Town of Plattsburgh Planning Department .

Motion: Thomas E. Wood

Seconded by: Barbara E. Hebert

Discussion: Kostyk, Cashman

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barb E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella	x				
Michael S. Cashman	x				

**TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
November 10, 2022**

Resolution No. 022-230

**Resolution for Type II SEQRA
Action- Local Law Imposing a
Twelve-Month Moratorium of
Applications for Self-Storage and
Mini-Storage Units**

WHEREAS, proposed Local Law No. 2 of 2022 would provide that the Town of Plattsburgh may impose a twelve-month moratorium on applications for self-storage and mini-storage units; and

WHEREAS, Part 617 of the Environmental Conservation Law - "State Environmental Quality Review Act" (SEQRA), provides for the review of any "ACTION" to determine the effect of the action on the environment, along with any related administrative procedures for the implementation, authorization or approval of the action; and

WHEREAS, the adoption of a moratorium on land development or construction is a Type II action under 6NYCRR Part 617 requiring no further environmental review; now therefore be it

RESOLVED, that the Town Board after a review of proposed Local Law # 2 of 2022 does hereby determine that the proposed project is a Type II action requiring no further environmental review

Motion: Charles A. Kostyk

Seconded by: Thomas E. Wood

Discussion: None

	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella	x				
Michael S. Cashman	x				

**TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
November 10, 2022**

Resolution No. 022-231

**Change Order No. 3 - Contract
No. 4 – Electrical, Water Supply
Improvements**

WHEREAS, the Town of Plattsburgh's Water and Wastewater Department (WWW) went out to bid and awarded the Water Supply Improvements Contract No. 2 – Electrical (Resolution No. 021-126) as part of an ongoing capital improvement plan; and

WHEREAS, the need to install two (2) electric heaters in the well head enclosure needed for winterization; and

WHEREAS, Triangle Electrical Systems, Inc. has submitted a pricing adjustment in the amount of \$3,360.00; now, therefore be it

RESOLVED, that the Town Board does hereby authorize the Supervisor to execute said Change Order No. 3 Contract No. 4; and, be it further

RESOLVED, that a copy of this Resolution be given to the Finance Manager and Water Wastewater Director, Laberge Engineering and Triangle Electrical Systems, Inc.

Motion: Charles A. Kostyk

Seconded by: Thomas E. Wood

Discussion: Hebert

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
				x	
Thomas E. Wood	x				
Barbara E. Hebert	x				
Charles A. Kostyk	x				
Dana M. Isabella	x				
Michael S. Cashman	x				

TOWN OF PLATTSBURGH

POLICY FOR FULL-TIME NON-UNION EMPLOYEES

Effective
Jan 1, 2023 – Dec 31, 2025

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DEFINITIONS

1. ANNIVERSARY DATE - means date commensurate to the Employee's date of employment.
2. APPROPRIATE LEGISLATIVE BODY - means the Town of Plattsburgh, Town Board.
3. COMPENSATORY OR "COMP" TIME – means Paid time off granted to an employee for working extra hours, above their contract hours. For hours worked over the required contract hours and under forty (40) hours in any given work week, compensatory time shall be at a rate of one (1) hour worked to one (1) hour of compensatory time. For hours worked over forty (40) hours per work week, compensatory time shall be at a rate of one (1) hour worked to one and one half (1.5) hours of compensatory time. Compensatory time shall be available to hourly employees who meet the eligibility under the Fair Labor Standards Act.
4. DAYS – means calendar days unless otherwise specified in the Policy.
5. DEPARTMENT HEAD – means or refers to the person in charge of any department, agency, bureau, unit, or subdivision of the Town of Plattsburgh. This definition will be applicable in the event such person is serving in an acting, temporary or provisional status in the position of Department Head.
6. EMPLOYEE(S) – means full-time employees not in a bargaining unit.
 - a. Hourly – means full-time employees not in a bargaining unit that are paid based on an hourly rate.
 - b. Salary – means full-time employees not in a bargaining unit that are paid based on an annual rate.
 - c. Appointed – means full-time employees not in a bargaining unit that are appointed and approved by the Town Board to serve the Town of Plattsburgh.
7. EMPLOYER – means the Town of Plattsburgh.
8. FLEXIBLE TIME OR "FLEX TIME" – means an arrangement that allows an employee to alter the start and end times of her/his work day around their normal contractual workday. Flex time shall be available to hourly and salaried employees under the Fair Labor Standards Act.
9. FULL-TIME EMPLOYEE – means an Employee that is employed on an annual 2,080 hour basis.
10. IMMEDIATE FAMILY – means Employee's mother, father, sister, brother, spouse, child and step child; or step-mother, step-father, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparents, grandchildren or members of the employees chosen family or significant other residing in the home of the Employee.

11. LONGEVITY – means consecutive years of service with the Town of Plattsburgh.
12. PARTIES – means the Town, Employer and the Employee as defined herein.
13. PAST PRACTICE – means that the application of a mandatory subject of bargaining is unequivocal has continuously been applied unchanged over more than the length of any contract, and the Town was fully aware of its existence without any challenge to its application.
14. SIGNIFICANT OTHER – means a person residing with another person in a spousal equivalent relationship.
15. SUPERVISOR – means and refers to the individual so designated by the Department Head to direct and inspect the performance of employees.
16. TOWN BOARD – means and refers to the elected officials that make up the Town Board of the Town of Plattsburgh.
17. TOWN SUPERVISOR – means the Town Supervisor of the Town of Plattsburgh who shall, for Taylor Law purposes, be considered the chief executive officer for the Town of Plattsburgh.
18. TOWN – means the Town of Plattsburgh.
19. WORKDAY – means eight (8) hours of work in any one day unless otherwise provided herein, exclusive of lunch.
20. WORK WEEK – means forty (40) hours, Monday through Friday, unless otherwise provided herein, exclusive of lunch.

PREAMBLE:

This Policy made and entered into on the 10th day of November, 2022 between the Town Board of the Town of Plattsburgh, a municipal corporation in the State of New York having its principal place of business at 151 Banker Road, Plattsburgh, New York, party of the first part, (hereinafter referred to as "Employer" or "Town"), and the Salaried and Hourly Employees (hereinafter referred to as "Employees").

1. Term:

This policy covers the term of January 1, 2023 and extends through December 31st, 2025. In the event this Policy is not renewed, all compensation benefits and requirements of this Policy shall remain in effect until a new Policy is executed.

2. Compensation:

Employer agrees to pay Employee an annualized base salary or wages, base determined by the existing 2022 payroll schedule, payable on the presently scheduled biweekly installments.

Furthermore, the Employee shall receive a salary or hourly increase of their annualized base pay from the previous year by:

<u>Year 1, effective 1/1/2023</u>	<u>4.5%</u>
<u>Year 2, effective 1/1/2024</u>	<u>4.0%</u>
<u>Year 3, effective 1/1/2025</u>	<u>3.5%</u>

3. Hours of Work:

The regular hours of each day shall be consecutive, except where Section 19 applies. The regular work week of employees shall be five (5), eight (8) hour days, Monday through Friday, except as otherwise provided herein or at the Department Head's written approval. Full time employees shall be allowed an unpaid one (1) hour lunch or (1/2) one-half hour lunch at the discretion of the

Department Head to be taken so that no employee works more than six (6) consecutive hours without a lunch break.

For hourly employees who worked any hours over and above the weekly period of forty hours shall be paid at the rate of one and one-half times the employee's rate of pay. Employees who are required to work on a holiday or Sundays, shall be paid double time for the time worked.

4. Holidays:

The employee shall be entitled to the following paid holidays: New Year's Day (January 1), Martin Luther King's Birthday (third Monday of January), Presidents' Day (third Monday of February), Memorial Day (last Monday in May), Juneteenth (June 19), Independence Day (July 4), Labor Day (first Monday in September), Columbus Day (second Monday in October), Election Day (first Tuesday after first Monday in November), Veteran's Day (November 11), Thanksgiving Day (fourth Thursday in November), Friday following Thanksgiving Day and Christmas Day (December 25).

Whenever an above stated holiday falls on a Saturday, it shall be observed on the preceding workday(s) (or its equivalent) and shall be considered a non-working day(s). Whenever the above stated holiday falls on a Sunday, it shall be observed on the subsequent workday(s) (or its equivalent) and shall be considered a non-working day(s).

Each employee shall receive one floating holiday annually. It must be approved in advance, used on a single full day, in the calendar year it is earned, and will be forfeited if it is not used.

5. Vacation:

Upon commencing employment and each January 1st thereafter, the Employee shall annually be entitled to paid vacation according to length of service as follows:

- Upon hire, 2 weeks vacation.
- After two years of completed service, 2 weeks 1 day vacation
- 3 yr - 2 weeks and 2 days
- 4 yr - 2 weeks and 3 days
- After five years completed service, 3 weeks vacation

- After six years completed service 3 weeks and 1 day vacation.
- After seven years completed service, 3 weeks and 2 day vacation
- After eight years completed service, 3 weeks and 3 day vacation
- After nine years completed service, 3 weeks and 4 day vacation
- After ten years of completed service, 4 weeks vacation
- After eleven years of completed service, 4 weeks and 1 day vacation
- After twelve years of completed service, 4 weeks and 2 day vacation
- After thirteen years of completed service, 4 weeks and 3 days vacation
- After fourteen years of completed service, 4 weeks and 4 vacation days
- After fifteen years of completed service, 5 weeks vacation

Vacation time shall be credited to the Employee's record on January 1st. Vacation earned during an employment year, but not used, may be carried over from that year upon written request to the Department Head prior to the end of the year with the written approval of the Town Supervisor. Such carried-over vacation must be used during the next succeeding year. Vacation time carried over will not exceed 2 weeks or eighty (80) hours. However, under no circumstances can an employee have more than 280 hours of vacation time on the books.

Upon the separation of employment, including retirement, vacation time shall be prorated and earned vacation time shall be credited to the employee upon their effective separation date. Such leave shall be paid based upon the employee's rate of pay at the time of separation. The employee may use one of the three options or any combination of these 3 options: (1) receive the accrued vacation time in lump sum payment, (2) receive the accrued vacation time in bi-weekly installments (such bi-weekly installments are not benefit eligible), or (3) use accrued vacation time to pay for medical insurance coverage after retirement.

If an employee becomes ill while on vacation, such employee shall be allowed to use sick leave for the illness and have the vacation time adjusted, provided such employee notifies their Department Head who will then refer it to the Town Supervisor for final approval of the change and upon their return to work submits a doctor's certification to such Department Head.

6. Personal Days:

Upon commencing employment, the Employee shall be entitled to Personal Leave days, according to length of service as follows:

- Upon Hire, two personal days;
- After one year continuous service, three personal day;
- After two years' continuous service, four personal days;
- After three years' continuous service, five personal days;

Personal Days may not be used unless approved in advance by the employee's Department Head.

Personal Days will be credited at the beginning of the year. All Personal time shall be used within the calendar year in which they are credited to the employee. Personal Days shall not be carried over to the following year.

Personal Days cannot be used for leave already authorized in of this policy.

7. Sick Leave:

Upon commencing employment, the Employee shall accumulate one day of sick leave for each month of service in which the employee works fifteen (15) days or more during each calendar month. Failure to work at least fifteen (15) days during any calendar month for any reason whatsoever will result in no sick credit for that month. Paid holidays, compensation time, personal time, and vacation count as time worked. Upon the utilization of three consecutive sick leave days, the employee may be required to provide medical documentation verifying the need for leave taken.

Under normal circumstances, notification of the need to be absent from work on sick leave shall be made to the Supervisor or their designee at least one hour before the time the employee is expected to report to work.

Accrued and "Reserved" Sick Leave:

Accumulation of compensable sick days shall be limited to a maximum of 165 days, however; Sick leave time earned in excess of 165 days may be reserved and accrued for use as sick leave in the event of long-term illness or other qualifying circumstance.

Notwithstanding anything to the contrary in this policy, an employee upon retirement may receive compensation for the number of accumulated unused sick time days, to a maximum of 165 days based on the employee's rate of pay at the time of retirement. If an employee opts for this benefit, then said employee will not be eligible to use the same accumulated sick time for the payment of health insurance upon retirement. There shall be no compensation paid to an employee for unused sick time if said employee resigns or is terminated from employment for reasons other than retirement.

Upon retirement an employee may choose any one of the three payout options: (1) A lump sum payment, (2) paid bi-weekly until sick time is exhausted (such bi-weekly installments are not benefit eligible), or (3) use sick time payment to pay for portion of medical insurance after retirement.

8. Bereavement Leave:

Bereavement leave shall be granted to employees for a death in the immediate family, chosen family, and spouse' or significant other's immediate family up to a maximum of 6 days per year. Should a death occur, for which the employee is requesting leave, while such employee is on vacation, the employee shall be allowed to use their bereavement leave as stated in this policy and have their vacation adjusted; provided, however, such employee notifies their department head of the change.

9. Medical Coverage:

The Employer shall provide health care and hospitalization plan(s) to the Employee and their dependents on an equivalent basis to that which is provided to all other employees of the Town of Plattsburgh. The Employer and Employee shall pay contributions in the following manner:

- A. Employees whose initial date of employment by the Town was on or before December 31, 2010 shall contribute as follows:

	<u>Employee</u>	<u>Employer</u>
<i>Single Plan:</i>		
Effective 1/1/23	19.5%	80.5%
Effective 1/1/24	19.5%	80.5%
Effective 1/1/25	19.5%	80.5%

Two Person/Family Plan

Effective 1/1/23	14%	86%
Effective 1/1/24	14%	86%
Effective 1/1/25	14%	86%

B. Employees whose initial date of employment by the Town was on or after January 1, 2011 shall contribute as follows:

Single Plan

Effective 1/1/23	19.5%	80.5%
Effective 1/1/24	19.5%	80.5%
Effective 1/1/25	19.5%	80.5%

Two Person/Family Plan

Effective 1/1/23	19.5%	80.5%
Effective 1/1/24	19.5%	80.5%
Effective 1/1/25	19.5%	80.5%

C. Said Employee portion shall be deducted twice monthly from the Employee's bi-weekly paycheck on a pre-tax basis per IRS section 125.

D. Coverage for Employee shall commence the first day of the month following a permanent Employee's first month of service or major portion thereof and shall be continued through the end of the month during which said Employee terminates. If the Employee's service is for a major portion of that month, coverage will proceed through the subsequent month following termination.

E. Full-time employees with at least ten (10) consecutive years of full time service with the Town of Plattsburgh shall be entitled to use accumulated sick leave on the books at the time of retirement to make payments toward the premium cost of health insurance provided the employee did not opt for the payment of the same accumulated sick leave.

F. Department Heads with ten (10) consecutive years of full time service shall be eligible for health insurance upon retirement as provided for below.

All other employees shall have twenty (20) consecutive years of full time service with the Town before being eligible for health insurance upon retirement from the Town as provided for below.

G. Employees eligible for health insurance under section E and F but choose to take an alternate plan shall be eligible for 50% premium reimbursement as follows:

- i. Retiree must provide the Town with a certificate of coverage indicating period of coverage and proof of payment in full; and
- ii. Reimbursement of 50% of annual premium shall be made to the retiree within 45 days of submission of credible coverage and proof of payment.
- iii. The Town's reimbursement of 50% of the premium shall not exceed 50% of the annual cost of the active plan; and
- iv. The retiree is eligible for 50% reimbursement, as provided for in (iii) above, for the same plan in which they had for the one year period as an active employee immediately prior to the effective retirement date, i.e. Single Plan, Two Person, Family Plan must have been in effect for a full 12 month period prior to retirement; and
- v. Reimbursement shall be made no more frequently than in quarterly increments; and
- vi. Retiree shall be responsible for reimbursing the Town the prorated share for the period of time coverage is not provided, if for any reason, the policy is canceled or terminated after reimbursement is made; and
- vii. Employees who are hired on or before December 31, 2010 shall be entitled to reimbursements as described herein for the period of time the retiree leaves the active plan due to retirement and shall terminate at the discretion of the retiree or upon death. If the retiree pre-deceases their spouse and the spouse was a dependent on the retiree's health insurance plan eligible for reimbursement by the Town,

the surviving spouse may continue to participate in said insurance but must pay 100% of the premium; and

viii. Employees who are hired on or after January 1, 2011, shall be entitled to reimbursement as described herein for the period of time the retiree leaves the active plan due to retirement and shall terminate at the discretion of the retiree or upon death. If the retiree pre-deceases their spouse and the spouse was a dependent on the retiree's health insurance plan eligible for the reimbursement by the Town, the surviving spouse may continue to participate in said insurance but must pay 100% of the premium; and

ix. Employees who are hired on or after January 1, 2011, 50% reimbursement by the Town shall terminate in its entirety once the retiree becomes eligible for Medicare or turns 65, whichever occurs first. Reimbursement shall be for the period of time the retiree leaves the Town plan due to retirement and shall terminate once the retiree become Medicare eligible or turns 65, whichever occurs first. If the retiree pre-deceases their spouse prior to becoming Medicare eligible or turning 65, the obligation of the Town to reimburse shall cease and desist in its entirety; and

x. The parties agree that the retiree is solely responsible for the selection of health insurance coverage and/or provider, and Town shall, in no way be responsible for said selection; and

xi. The parties further agree that the retiree shall not have the ability, through any legal forum, to challenge the selection and/or coverage selected solely by the retiree, nor shall the retiree have the ability to take legal action against the Town for any acts or omissions related to the selection of the health insurance coverage and/or provider as outlined in this policy.

H. Employees who are eligible for health insurance and are able to document their insurance under another insurance plan, and do not participate in the health insurance plan offered by the Town of Plattsburgh, shall have the option of an Employer Provided Insurance "Buyout", not to exceed one thousand five hundred (\$1500.00) for a subscriber+ plan, or two thousand five hundred (\$2500.00) for a family plan, payable as taxable income and subject to

all IRS regulations and stipulations as provided for by the NYS Retirement System. Said payment shall be made in the last payroll in December for each applicable year.

10. Flex or Cafeteria Plan:

The town has adopted for the employees a Flex or cafeteria plan. Under this plan, the Town will deposit into a medical reimbursement plan \$400.00 per year, per employee to be used for medical expenses not covered by the employee's medical insurance or used for dependent care. The employee shall elect the type of coverage he or she wants and the amount to be contributed to each plan. The employee may contribute annually to the plan an additional \$400.00 during said years for medical expenses and an additional \$4,600.00 for dependent care. Any such contribution shall be deducted from the employee's paycheck on a pre-tax basis.

In addition to the IRS Section 125 above, under Section 105, the Town agrees to contribute \$400.00 per calendar year to all full time non-union employees account if they select a single health insurance plan; or \$600 per calendar year to a full time non-union employees account if they select subscriber and child; or \$800.00 per calendar year to all full time non-union employees account if they select a two-person health insurance plan; or \$1,200.00 per calendar year to all full time non-union employees account if they select a family health insurance plan.

11. Disability Insurance Coverage:

New York State Disability Insurance shall cover each full-time employee with the employee's share for such coverage being deducted from his or her regular bi-weekly paycheck and the employer paying the remainder of the premium cost. Such employee's share shall not exceed the amount of \$1.20 bi-weekly, which shall be the regular amount withheld when the respective employee receives a paycheck of normal or qualifying wages, and such share shall be pro-rated when less than the regular salary is received.

12. New York State Employees' Retirement System:

All employees are required to fully comply with the requirements and obligations as provided for by the New York State Employee's Retirement System, based on their respective Tier. This includes years of service required, annual employee contribution, and any other statutory requirements as set forth by the New York State Employee's Retirement System.

13. Social Security Coverage:

Each administrative employee shall have Social Security coverage with the required percentage rate of gross salary being withheld from employee's bi-weekly paycheck as required and an amount being contributed by the Town.

14. Unemployment Insurance and Worker's Compensation:

All Employees, at the sole expense of the Town, shall be fully covered for unemployment insurance and worker's compensation.

15. Maternity/Adoption Leave:

The Town complies with the provisions of the Family and Medical Leave Act.

16. Compensatory or 'comp' time:

Hourly Employees, the regular hours of work each week shall be forty (40). Any hours worked greater than 40 hours shall be accrued as compensatory or 'comp' time at a rate of one to one. Any hours worked over and above the weekly period of forty (40) hours shall be accrued as compensatory or 'comp' time at a rate of one to one and one-half. Any hours worked on Sunday and/or a Holiday shall be paid at a rate of double time the Employee's hourly rate. Overtime work for said employee must have the prior approval by the Department Head. Holiday, vacation, pre-approved personal leave and sick time shall be considered as time worked, for those hours charged under the above mentioned categories, for the purpose of computing overtime.

No employee may accrue more than 160 hours of compensatory time in one year. Employees who have compensatory time at the end of the year may cash it out or convert it to vacation time. Employees may rollover a maximum

of eighty (80) hours of vacation time (inclusive of converted comp. time). Use of comp. time must be approved by the Department Head.

17. Emergency Calls

In the event that an Hourly Employee is required to respond to an Emergency Call over and above the normal workday, they shall receive a minimum of three (3) hours at time and one-half, or time and one-half for all hours worked, whichever is greater, or double time as provided per Section 3.

18. Flex Time:

Salaried employees who work over and above the weekly period of forty (40) hours shall be accrued as flex time at a rate of one to one.

No employee may accrue more than 160 hours of flex time in one year and may rollover up to eighty (80) hours from year to year.

19. Flex Schedule:

Flex schedule is a term used to define an alternate work schedule by which an employee may work within specific limits dictated by the needs of the job and is subject to management review and approval.

Flex time may be exercised during the Employee's pay period, and may be used within two (2) hours of Town Hall opening to three (3) hours of Town Hall closing to the public, at the Department Head's discretion. Each Department with greater than two (2) staff, Department Head included, will ensure their department has open coverage during Town Hall "core hours" of 8am to 4pm, including lunch period; except if an Employee is on vacation, compensatory, personal or sick time and this cannot physically be possible. The Department Head has the discretion to determine staffing coverage to meet the operating requirements of the department.

A flexible schedule for salaried employees means that they must put in at least 80 hours per pay period. Otherwise, the salaried employee must make up the difference with paid leave time.

20: Summer Hours

Upon prior approval of the Department Head and Town Supervisor, and based on the individual needs of each Department, the Department Head may approve a compressed work week, so long as the needs can be met and all hours required as outlined above will be worked within a compressed work week by each individual employee.

21. Wage steps and Longevity:

Wage steps schedule for years 1-5 in Attachment A. The initial step established upon hire may be determined by the Town Board based upon the individual's qualifications and experience.

Employees shall be entitled to and shall receive annual longevity increments on the anniversary date of commencement of their employment with the Town in the amount as provided below. Leaves of absence without pay shall not be considered in computing longevity time. Longevity will be computed from the date of continuous employment with the Town. An employee shall receive the annual longevity increment as an addition to the paycheck closest to their 6th anniversary date of employment with the Town and annually thereafter in accordance with the following longevity chart:

Years 6 through 10 years of service: the amount of 1.0% of annual rate of pay after each completed year of service

Years 11 through 15 years of service: the amount of 2.0% of annual rate of pay after each completed year of service

Years 16 through 20 years of service: the amount of 2.5% of annual rate of pay after each completed year of service

Years 21 through 25 years of service: the amount of 3.0% of annual rate of pay after each completed year of service

Years 26 through 30 years of service: the amount of 3.5% of annual rate of pay after each completed year of service

Years 31 through 35 years of service: the amount of 4.75% of annual rate of pay after each completed year of service

22. Leave for Jury and Court Attendance:

On proof of the necessity of jury service or attendance at court for other than personal matters, a leave of absence shall be granted with full pay. The employee shall return the pay received as a juror or for attending court, if any, to the Town. Any monies received by the employee for meals, mileage, and lodging shall be retained by the employee. Excused jurors on each day of jury service shall immediately return to their employment however, if there are less than 3hrs remaining in the typical work-day, the employee is excused for the day.

23. Death of the Employee:

In the event the Employee dies while with the Town, prior to retirement, the accrued cash value of vacation, personal and sick time, at the rate of pay on the date of death, shall be paid to the Employee's named beneficiary.

24. Vehicle Use and Mileage Allowance:

Employees shall be allowed and paid for the use of a personal automobile on official Town business at the approved IRS rate at the time of travel. See Town Travel Policy.

25. Performance Evaluation/Employee Recognition Program:

Both parties recognize the value of performance evaluations and employee recognition and will strive to develop a process and instrument that will adequately and accurately assess the performance and recognition of employees.

26. Certification:

Employees hereby certify that the terms and provisions of this policy were negotiated by themselves with the support and endorsement of all town non-union employees and with the Town Board of the Town of Plattsburgh.

TOWN OF PLATTSBURGH TOWN BOARD

Michael Cashman, Supervisor

Barbara Hebert, Councilperson

Chuck Kostyk, Councilperson

Thomas Wood, Councilperson

Dana Isabella, Councilperson

TOWN OF PLATTSBURGH EMPLOYEES

Nieves Abad

Brett Baker

Patrick Bowen

(Management Confidential)

Michele Buckminster

Valerie Cioffi

Trevor Cole

Brian Dowling

Justin Dunham

Stephen Imhoff

Jessica Kogut

Rachel Lewis

Emillie LaMay

(Management Confidential)

Jordanne Manney

Barbara Miner

Erin Pangborn

Karen Provost

Donna Primiano-Masten

Jackie Ransom

Allen Reece

Karla Romeo

Jodie Seymour

Pamela St. John

Scott Stoddard

John Trombley

Steven Waldron

Paul Wright

**TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
November 10, 2022**

Resolution No. 022-232

2023-2025 Non-Union Employee Policy

WHEREAS, the Town of Plattsburgh and its Non-Union Employees (to include management confidential) and entered into an policy regarding their terms and conditions of employment: and,

WHEREAS, parties to said policy are desirous of entering into a new policy, that has been agreed upon by the Town of Plattsburgh and the Non-Union Employees as indicated by the policy attached and dated **EFFECTIVE 1/1/2023** with an **EXPIRATION DATE of 12/31/2025**; now, therefore be it

RESOLVED, that the Supervisor, and members of the Town Board, be and hereby are authorized to execute said policy between the Non-Union Employees the Town of Plattsburgh on behalf of the Town of Plattsburgh; and, be it further

RESOLVED, that a copy of this Resolution and the executed policy be given to the Finance Manager.

Motion: Dana M. Isabella

Seconded by: Barbara E. Hebert

Discussion: None

Roll Call:	<u>Yes</u>	<u>No</u>	<u>Absent</u>	<u>Carried</u>	<u>Tabled</u>
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x

Thomas E. Wood	x
Barbara E. Hebert	x
Charles A. Kostyk	x
Dana M. Isabella	x
Michael S. Cashman	x

Minutes Respectfully Submitted by:



Katie Kalluche, Town Clerk