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Title: **Grand Island, Town of and All Employees except Laborer in Recreation Department, New York Council 66, AFSCME, AFL-CIO, Local 1783-A (2000)**

Employer Name: **Grand Island, Town of**

Union: **All Employees except Laborer in Recreation Department, New York Council 66, AFSCME, AFL-CIO**

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Grand Island, Town Of And Afscme
Council 66 Local 1783-A

AGREEMENT BETWEEN

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES LOCAL 1783-A**

AND

TOWN OF GRAND ISLAND

RECEIVED

MAY 07 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JANUARY 1, 2000 - DECEMBER 31, 2002

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This Agreement, entered into by the Town of Grand Island, New York, hereinafter referred to as the employer, and New York Council 66 and its affiliated Local 1783-A, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I - RECOGNITION

- a. The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for the term of this agreement for all its employees, with the exception of clerical, professional, supervisory, and uniformed and recreational personnel (except position of laborer in the Recreation Department).
- b. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment and discipline of employees for other than Union activities.

ARTICLE II - UNION SECURITY

Section 1 - Checkoff of Union Dues

- a. All employees covered by this agreement shall tender their membership dues to the Union by signing the Authorization for Payroll Deduction of Union Dues form provided by the Union.
- b. The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues form provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues and any additional payroll deduction authorized by the Union.
- c. Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues form shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.
- d. The aggregate total of all such deductions shall be remitted each month to the designated financial office of the Union together with a list from whom dues have been deducted on or before the tenth (10th) of every such month.
- e. Revocation of authorization cards shall be subject to conditions contained thereon.
- f. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the employer.
- g. In the event that by error no deductions are made for an employee for the period when such deduction is due, a double deduction shall be made in the month following.

Section 2 - Agency Fee

The employer agrees that any present or future member of the bargaining Union who is not a Union member and who does not make application for membership shall deduct from their paychecks a service fee in an amount equal to the regular amount of dues of this Union for the duration of the agreement. The deduction shall be transmitted at the same time and to the same office as set forth in Section 1 of this Article.

Section 3 - Payroll Savings

The Town will maintain administration of the deferred compensation plan.

Section 4 - Bulletin Boards

The employer agrees to provide a bulletin board not to be smaller than 4' x 4' in a conspicuous location for the exclusive use of the Union to post notices and other Union information at the Town Highway Garage, Sewer Plant #2, Town Water Plant, and the Town Hall.

Section 5 - Access to Premises

The employer agrees to permit representatives of the International Union, the Union Council, and the local Union to enter the premises of the employer for individual discussion of working conditions with the Union employees, provided said representatives do not unduly interfere with the performance of duties assigned to the employees. The department head shall be notified of such intent and he shall be contacted upon entrance to the facility.

The local Union will be allowed to use Town facilities for meetings to conduct official Union business. Such meetings will be subject to approval by the Town Supervisor and will not interrupt Town operations.

Section 6 - Aid to Other Unions

The employer agrees there will be no aid, promotion, or financing of any labor group or organization which purports to engage in collective bargaining on the part of those designated as his representatives.

ARTICLE III - HOURS OF WORK

Section 1 - Regular Hours

The regular hours of work each day shall be consecutive except for interruption for lunch periods.

Section 2 - Work Shift

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 3 - Work Schedule

- a. Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times.
- b. Except for emergency situations, work shift schedules shall not be changed unless the changes are mutually agreed upon by the Executive Board of the Union and the employer.
- c. The employer shall maintain and make available to employees a daily record showing times worked by each employee.

Section 4 - Rest Periods

- a. Work schedules shall provide for at least a fifteen (15) minute rest period each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.
- b. Employees who for any reason work beyond their regular quitting time into the next shift, shall receive at least a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

Section 5 - Clean-Up Time

Employees shall be granted a fifteen (15) minute period clean-up time period prior to the end of each work shift.

Section 6 - Lunch Periods and Meals

All employees covered by this agreement shall have a lunch period of one (1) hour for every eight (8) hours worked. The lunch period will include any travel time to and from a dining or Town facility.

Section 7 - Shift Definition

- a. Work shifts are defined as follows:

Highway Department:

Regular Hours: 8:00 a.m. to 4:00 p.m.

Summer Hours: 7:00 a.m. to 3:00 p.m.

Sewer Department:

Regular Hours: 7:00 a.m. to 3:00 p.m.

Water Plant Operators and Sewer Plant Operators:

Shift #1 8:00 a.m. to 4:00 p.m.

Shift #2 4:00 p.m. to 12:00 midnight

Shift #3 12:00 midnight to 8:00 a.m.

Water Department:

Regular Hours: 8:00 a.m. to 4:00 p.m.

Summer Hours: 7:00 a.m. to 3:00 p.m.

Water Meter Repairman:

Regular Hours: 8:30 a.m. to 4:30 p.m.

Summer Hours: 7:30 a.m. to 3:30 p.m.

In the event that additional shifts are required in the Sewer Department, they will coincide with the Water Department shift schedule as listed.

- b. For the purpose of reducing regularly scheduled overtime, effective immediately, the Town shall have the option of instituting a weekend schedule within the Sewer division. The weekend shift shall consist of one (1) laborer and one (1) maintenance man working eight (8) hours on Saturday and eight (8) hours on Sunday. The weekend shift shall be rotated equally among (1) all laborers in the Sewer Division for the laborer position; and (2) all maintenance men in the Sewer Division for the maintenance man position.

The men who work the weekend shall be given the following Monday and Tuesday off. Changes in this procedure may be accomplished by mutual consent of the Union and the Town. Other changes may be made from time to time for the efficient operation of the Sewer Division subject to mutual agreement between the Town and the Union.

- c. The above Section (b) shall be considered as void effective 1/1/97. Should the Town have a reason to reinsert this provision between 1/1/97 and 12/31/97 it may do so, however the reason shall not be arbitrary or capricious. If the provision is not reinstated during that period the clause shall be considered removed for the contract effective 1/1/98.

ARTICLE IV - REPORTING TIME

Section 1 - Show-Up Time

- a. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report.
- b. If work on the job is not available, and the employee is excused from duty, he shall be paid at his regular rate for four (4) hours work.

Section 2 - Call Time

An employee called for emergency duty in addition to his regular working hours shall receive premium pay for the time actually worked and if he does not work four (4) hours, he shall receive straight time for remaining time to the minimum of four (4) hours. If the call time overlaps the regular shift, the employee will be paid the premium rate until he completes four (4) hours. This minimum shall not apply to an employee called out for emergencies while he is under an established stand-by pay arrangement.

Section 3 - Premium Rates of Pay

- a. All employees covered by this Agreement shall be paid time and one-half (1-1/2) their regular straight rate of pay for all work performed in excess of forty (40) hours in any work week except on rotating shifts, or eight (8) hours in any work day.
- b. Overtime work shall be offered equally to employees working within the same job classification within a department. Where the type of work available is such that it can be performed by more than one job classification, the overtime shall be offered to the employee with the least amount of overtime. For the purpose of this section, the Water Division and the Sewer Division shall be treated as separate departments.

Section 4 - Distribution

- a. Overtime work shall be distributed equally to employees working within the same job classifications and within a department. Upon exhausting the list of employees within a particular department, overtime will then be offered to employees on the same basis in other departments, providing they can perform the required work.
- b. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification (same department) who has the least number of overtime hours to his credit at that time. If the employee does not accept or is unavailable for the overtime assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work or until such list is exhausted, whichever is sooner. Employees who are offered overtime work on this basis but decline or were otherwise unavailable, shall be considered to have worked for the purpose of determining equal distribution of overtime.
- c. For the purposes of this section, the Water Division and the Sewer Division shall be treated as separate departments.
- d. A rotating list will be kept in all departments for employees from other departments who work there. Employees will be given the opportunity to train for work outside their departments.

Section 5 - Work at Employee's Option

Except in emergency call-outs, overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. Employees will not be disciplined for refusal to work overtime in emergency situations unless refusals are continuous or flagrant.

ARTICLE V - SENIORITY

Section 1 - Definition

For the purpose of this Agreement, seniority is defined as follows:

- a. ***Departmental Seniority:*** The employee's length of full-time service within a particular department.

- b. **Town Seniority:** An employee's length of continuous service with the employer as a full-time employee.

An employee shall have departmental seniority for as many departments as that employee has worked in, such that the sum of an individual's various department seniorities shall equal said individual employee's Town seniority. For the purpose of this section the Water Division and the Sewer Division shall be treated as separate departments.

Section 2 - Probation Period

- a. New employees hired in the unit shall be considered as probationary employees for the first six (6) calendar months of their employment. The calendar days probationary period shall be accumulated within not more than one (1) year. When an employee completes his probationary period, he shall be entered on the seniority list of the unit. There shall be no seniority among probationary employees, and upon completion of the probationary period, they shall receive all benefits afforded to all regular employees.
- b. Seniority shall be an employee's length of continuous service with the employer since his last date of hire as a full-time employee for the purpose of computing benefits only.

Section 3 - Seniority Lists

Every six (6) months the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list will show the names, job titles, and date of hire of all employees in the unit entitled to seniority.

Section 4 - Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record.

ARTICLE VI - WORK FORCE CHANGES

Section 1 - Promotion and Filling of Vacancies (Non-Competitive and Labor Classifications)

- a. The term "promotion" means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.
- b. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days.

- c. During this period, employees who wish to apply for the open position including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's departmental supervisor.
- d. In filling the vacancies, the appointing authority will give preference to the bidding employees from within the department (including those on layoff from the department) where the vacancy occurs and select the bidding employee with the greatest departmental seniority, who meets the standards of the job requirements. If the only bidders are employees of other departments, then first preference shall be given to qualified employees who have the greatest seniority within said department from past years; second preference shall be given to qualified employees with the greatest Town seniority. For the purpose of this section, the Water Division and the Sewer Division shall be treated as separate departments.
- e. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the employer on all bulletin boards within two (2) work days of the selection by the employer and be posted for a period of at least ten (10) work days.
- f. Any employee selected in accordance with the procedure set forth above shall undergo a trial period not to exceed six (6) months. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

Section 2 - Promotion and Filling of Vacancies (Competitive Classification)

Whenever a job opening occurs within the bargaining unit and the job is of a competitive nature within the scope of the Civil Service Law, then the normal procedure provided by the Rules and Regulations of the Civil Service Law shall prevail, except that:

- a. Preference will be given to Town employees in the following order:
 1. Employees within the department (including employees on layoff from the department) where the vacancy exists, by departmental seniority;
 2. Employees who are not currently within the department, on the basis of past seniority time within the department;
 3. Other Town employees by Town seniority.

To be eligible, an employee must be qualified and have a suitable work record. For the purposes of this section, the Water Division and the Sewer Division shall be treated as separate departments.

- b. The absence of an established Civil Service list of eligible applicants, the selection shall be made in accordance with the procedures set forth in Section 1 above.

Section 3 - Temporary Job Openings

- a. In the event of temporary job vacancies of more than fifteen (15) work days due to vacation, illness, etc., and in the absence of an appropriate Civil Service list, in cases of competitive positions, seniority order (as set forth in Article VI, Section 2(a) shall prevail in the selection of employees to fill the temporary vacancies provided they are qualified. For the purpose of this section, the Water Division and the Sewer Division shall be treated as separate departments.
- b. Temporary job openings in higher classifications shall be filled by employer assignment or reassignment, and the assignment or reassignment shall be made in terms of a promotion (following the requirements of Sections 1 and 2) before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotion.

When it is necessary for higher classification employees to work in a lower classification and no one volunteers for such assignment, then the employee in the department, with the least department seniority, in the classification nearest the lower classification of work to be performed shall be selected, and so on, up until the necessary number of employees required has been achieved. For the purposes of this section, the Water Division and the Sewer Division shall be treated as separate departments.

- c. Whenever an employee is assigned to fill a temporary vacancy of more than fifteen (15) work days, he shall be paid the wage rate established for the position or his own rate, whichever is higher, except trainees.

Section 4 - Demotions

- a. The term "demotion", as used in this provision, means the reassignment, not requested by an employee from a position in one job classification to a lower paying position in the same job classification or another job classification.
- b. Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff.
- c. For any employee who is provisionally appointed to a different position, or whose appointment to a different position requires a probation period: If the employee does not receive permanent appointment or fails to successfully complete the probationary period for the new job, he will be reinstated to his former position or one equal to its classification.

Section 5 - Layoff

- a. In the event the employer plans to layoff employees for any reason, the employer shall meet with the Union.
- b. When such action takes place it shall be accompanied by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force in any department, the

regular employees in that department shall be laid off in the inverse order of departmental seniority. For the purpose of this section, the Water Division and the Sewer Division shall be treated as separate departments.

- c. The employer shall forward a list of those employees being laid off to the local Union secretary on the same date that the notices are issued to the employee.
- d. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.
- e. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification within the same department provided the bumping employee has greater seniority and meets the requirements of the job classification.

Section 6 - Exemption

Notwithstanding anything contained herein, in the event of a layoff, the president, vice-president, secretary-treasurer, and all shop stewards, during their term of office, shall be the last persons to be laid off in the bargaining unit.

Section 7 - Recall

a. When the work force is increased after a layoff, employees will be recalled as follows:

1. Employees laid off from said department according to departmental seniority;
2. Employees from other departments on layoff who have departmental seniority within the recalling department;
3. Other Town employees on layoff by Town seniority.

Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than two (2) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at this last known address by registered or certified mail. For the purpose of this section, the Water Division and the Sewer Division shall be treated as separate departments. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Section 8 - Transfers

- a. Transfer of employee: If an employee is transferred to a position under the employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

- b. Employees displaced by elimination of jobs through job consolidation (combining duties of two (2) or more jobs), the installment of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the employer.
- c. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
- d. Employees requesting transfers for reasons other than elimination of jobs shall be transferred to equal or lower paying job classification on the basis of seniority.
- e. In the event of temporary job vacancies of more than fifteen (15) work days due to vacation, illness, etc., and in the absence of an appropriate Civil Service list, in cases of competitive positions, seniority by department shall prevail in the selection of employees to fill the temporary vacancies, provided they are qualified.
- f. Whenever an employee is assigned to fill a temporary vacancy of more than fifteen (15) days, he shall be paid the wage rate established for the position or his own rate, whichever is higher, except trainees.
- g. Nothing in this section is to be construed in such a way that an employee may bump, remove, or interfere with the promotion of an employee in another department, provided they meet the qualifications of the job.
- h. Transfer rights to another department are only available when no person currently in the department being transferred into wants the available position and then in order of (1) past departmental seniority in the department being transferred into; and then (2) Town seniority and provided they meet the qualifications of the job.

For the purpose of Section 8, the Water and Sewer Divisions shall be treated as separate departments.

ARTICLE VII - HOLIDAYS

Section 1 - Holidays Recognized and Observed

New Year's Day	Columbus Day
Martin Luther King Day	Election Day (Presidential Election)
Presidents' Day (to be observed the 3rd Monday in February)	Veteran's Day
Good Friday (1/2 day)	Thanksgiving Day
Easter Sunday (if actually worked)	Friday after Thanksgiving
Memorial Day	Day before Christmas (Christmas Eve)
Independence Day	Christmas Day
Labor Day	Day before New Year's Day (New Year's Eve) (1/2 Day)
	And any other holiday declared by the Grand Island Town Board

Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

With respect to the half-day holiday for the day before New Year's Day (New Year's Eve), and the full-day holiday for the day before Christmas (Christmas Eve), whenever either of these holidays falls on a Friday, the holiday shall be observed on the preceding Thursday. Whenever either of these holidays falls on a Sunday, the holiday shall be observed on the preceding Friday.

Section 2 - Holiday Pay

Employees shall be paid their current rate based on their normal day for said holidays. Employees shall be paid at double time and one-half (2-1/2) times their regular rate for all hours worked for all holidays listed in Section 1 of this Article, with no day off or lieu day.

Holiday premium pay shall be paid to only those employees working on the holidays designated for observance by the Town Board. It is agreed that the employee, to be entitled to holiday pay must have worked on his last scheduled work day immediately preceding the holiday and on his first scheduled work day immediately after the holiday, unless an employee's absence on either of these days is an excused absence with pay within the terms of this Agreement.

ARTICLE VIII - VACATIONS

Section 1 - Choice of Vacation Period

The Town will allow a minimum of two (2) employees in a position within a department on vacation at the same time, unless work requirements prohibit. Vacation time will be selected by employees on the basis of departmental seniority, however those requests made prior to June 1st will be given priority. Vacation periods shall run from January 1st to December 31st with no carry over. For the purpose of this section, the Water Division and the Sewer Division shall be treated as separate departments.

Section 2 - Holiday During Vacation Periods

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

Section 3 - Work During Vacation Period

An employee who is called into work during his/her vacation period shall be paid at time and one-half (1-1/2) his/her regular rate for all hours worked and his/her vacation shall be rescheduled to any future period the employee may want. The employer will attempt to accommodate the employee's request for rescheduling. This clause should in no way be misinterpreted to mean that the employee would be paid double time and one-half (2-1/2).

Section 4 - Vacation Rights in Case of Layoff or Separation

- a. Any employee who is laid off, discharged, retired, or separated from the service of the employer for any reason, prior to taking his vacation shall be compensated in cash, on a prorated basis, for the unused vacation he has accumulated at the time of separation.
- b. In the case of the death of such an employee, such payment shall be made to his estate.

Section 5 - Vacation Schedule

- a. All full-time employees shall be entitled to vacation with pay as per the vacation schedule. Vacations shall be calculated from their date of hire as full-time employees.
 1. The Town will grant vacation with pay to employees in accordance with the following schedule:
 - a. An employee who completes one (1) year of service is entitled to five (5) days of vacation to be taken during the remainder of the calendar year after his/her one year anniversary date. If the vacation is unable to be scheduled prior to the close of the calendar year, the employee will be compensated the cash equivalent in lieu of time off. This exception is applicable only to Section 5(1)(a).
 - b. Effective January 1st of the calendar year in which an employee completes two through three years of service, he/she is entitled to ten (10) days of vacation to be taken during the calendar year.
 - c. Effective January 1st of the calendar year in which an employee completes four years through eight years of service, he/she is entitled to fifteen (15) days of vacation to be taken during the calendar year.
 - d. Effective January 1st of the calendar year in which the employee completes nine through fourteen years of service, he/she is entitled to twenty (20) days of vacation to be taken during the calendar year.
 - e. Effective January 1st of the calendar year in which the employee completes fifteen or more years of service, he/she is entitled to twenty-five (25) days of vacation to be taken during the calendar year.

Section 6 - Buying Back Vacation

- a. When an employee earns at least four (4) vacation weeks (twenty (20) work days) in a year, the employee shall have the option of electing to receive the cash equivalent of a maximum of two (2) vacation weeks in lieu of taking off such earned vacation time, provided the employee gives notice of his/her election, in writing no later than December 1st of the preceding year. Such notice is necessary for the Town to budget the allocation. The Town may allow additional vacation time to be purchased completely at the Town's discretion and not subject to the grievance procedure.

- b. The "sell back" price of vacation time shall be at the employee's regular straight time rate when the employee requests to receive the cash equivalent. Payment will be made the first payday after the 1st of the year.
- c. Up to five (5) vacation days may be taken in four (4) hour increments per year. Additional days may be taken with the consent of the department head, which consent should not arbitrarily be withheld.

ARTICLE IX - LEAVES OF ABSENCE

Section 1 - Eligibility Requirements

Employees shall be eligible for leaves of absence after one (1) year of service with the employer.

Section 2 - Application for Leaves of Absence

- a. Any request for a leave of absence shall be submitted in writing by the employee to the Town Board. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- b. Authorization for a leave of absence shall be furnished to the employee by the Town Board, and it shall be in writing.
- c. A request for a leave of absence shall be answered immediately following the next scheduled meeting of the Town Board.
- d. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

ARTICLE X - PAID LEAVES

Section 1 - Bereavement Leave

In the event of death in the immediate family, a regular, full-time employee shall be entitled to five (5) work days off including the day of the funeral with pay, two (2) days of which may be used at a later date subject to a necessary reason.

Immediate family shall be limited to: spouse, child, grandchild, father, mother, father-in-law, mother-in-law, brothers and sisters.

In addition, a regular full-time employee shall be entitled to two (2) days off (including the day of the funeral) with pay in the event of the death of a: grandparent, daughter-in-law or son-in-law.

Regular full-time employees shall be entitled to one (1) day off with pay to attend the funeral of other family members, but shall be limited to: aunt, uncle, niece, nephew, brother-in-law, sister-in-law. It is understood that such leave shall not be granted unless the employee actually attends the funeral service.

Section 2 - Personal Leave

1. Employees will be entitled to five (5) personal leave days per year, to be used whenever needed without loss of time or pay. Arrangements for such leave shall be made by the employee at least twenty-four (24) hours in advance and must be mutually agreed upon by both parties, except in the case of an emergency. Employees may carry over a maximum of three (3) unused personal leave days to the next year. However, the total of personal leave days for any year cannot exceed eight (8). Personal leave days may be taken in four (4) hour increments.
2. New employees shall receive personal leave during the first year as follows:
 - a. Hired during the first quarter (Jan 1 - Mar 31) 5 days
 - b. Hired during the second quarter (Apr 1 - June 30) 3 days
 - c. Hired during the third quarter (July 1 - Sept 30) 2 days
 - d. Hired during the fourth quarter (Oct 1 - Dec 31) 1 day

Section 3 - Jury Duty

An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay.

Employees will not be required to work more than five (5) consecutive days without two (2) days off. Work is to be defined as any combination of regular job duty and jury duty. Night shift workers will not be required to report to their Town jobs in any twenty-four (24) hour period when they are on jury duty.

Section 4 - Civil Duty

Employees subpoenaed to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for the period necessary.

Section 5 - Union Leave

Members of the Union elected by the local Union to attend a function of the international Union or other subordinate body, such as conventions or education conferences, shall be allowed time off without loss of time or pay to attend such functions, not to exceed an aggregate of four (4) days in any one (1) calendar year. Effective January 1, 2002, five (5) days.

The employee will be reimbursed a maximum of fifty dollars (\$50.00) per year toward the cost of credit courses relating to labor studies, subject to the following conditions:

1. Courses will be taken on the employee's own time.
2. Courses will be taken at an accredited institution.
3. Employees must achieve a grade of at least "C" or its equivalent.
4. Employees must attend at least 75% of the scheduled classes.

Reimbursement will be limited to three (3) employees per year. If more than three employees request reimbursement, the three most senior employees who have satisfied the above conditions will receive it.

Section 6 - Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System, provided such examinations are for the Town of Grand Island.

Section 7 - Military Law

The employer will grant Military Service Leave pursuant to SS242 of the Military Law. If additional service is required, then the employer shall grant additional time, but without pay, or at the option of the employee, such time may be deducted from earned vacation time, until vacation time is used up and thereafter leave without pay.

ARTICLE XI - SICK LEAVE

Section 1 - Allowance

- a. Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for thirty (30) or more hours of work. This sick leave will not be considered earned until the month following the month in which the thirty (30) or more hours are actually worked.
- b. An employee may be required by the employer to produce a doctor's certificate after three (3) consecutive days of sickness or disability.
- c. An employee while on said sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
- d. Sick leave may be used in four (4) hour increments only except the first two hours or the last two hours of the shift when it may be used in two (2) hour increments.
- e. Employees are required to notify the department one (1) hour in advance for sick leave absences scheduled as provided for in (d) above.

Section 2 - Accumulation

- a. Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in the service of the employer for a maximum of one hundred eighty (180) days.
- b. After the accumulation of sixty (60) days by an employee, he shall have the option of selling back any additional unused sick days that he has earned (maximum of twelve (12) days per year). In the event that he does exercise this option, the Town will pay him 100% of the value at the

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current rate of the contract year for their sick days. In the event that he does not exercise this option, the days will be credited to him. In no event will the option be available to an employee unless he maintains the minimum of sixty (60) sick days. Notification in writing is required no later than October 1st of the previous year. Such notice is necessary for the Town to budget the allocation. Payment will be made the first pay after the first of the year.

Section 3 - Absence Due to Injury and Worker's Compensation

The employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law of the New York State Employer's Law.

ARTICLE XII - UNPAID LEAVES

Section 1 - Reasonable Purpose

Leaves of absence for reasonable periods as defined below but not limited to, will be granted without loss of seniority for:

- Serving in an elected position in the Union: Two (2) years
- Illness leave (physical or mental): Two (2) years. The illness will be verified by a doctor of the Town Board's choosing. The Town Board will pay for required doctor's examinations.
- Prolonged illness in immediate family of spouse, children, step-children, or wards: One (1) year. The illness will be verified in writing by a licensed physician at the time of request.
- Employees shall be granted a leave of absence for a period of up to two (2) years in order to attend school full time, provided that the attendance of such courses are of mutual benefit to the employee and the employer.
 - a. In addition to accruing seniority while on a leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.
 - b. Benefits such as vacations, sick days, personal days, or retirement credit will not be earned when on leave without pay. All hospitalization and medical benefits will become the responsibility of the employee while on leave without pay.

Section 2 - Employment Opportunities

An employee shall be granted a leave of absence from his regular position to enable such employee to serve temporarily, provisionally, for trial period, or for periods necessary to qualify for a permanent appointment to a competitive class, or another position of a higher class, that requires such conditions to be met, or where an employee is offered a position or job on a permanent transfer, so long as said employment is with any department or governmental agency of the employer (Town of Grand Island).

ARTICLE XIII - WAGES AND CLASSIFICATION

Section 1 - Wage Schedule and Classification

- a. Employees shall be compensated in accordance with the wage schedule established in negotiations, effective January 1, 2000, attached to this Agreement and marked Appendix A.
- b. For the period beginning January 1, 2001, employees shall be compensated in accordance with the schedule attached hereto as Appendix B.
- c. For the period beginning January 1, 2002, employees shall be compensated in accordance with the schedule attached hereto as Appendix C.
- d. When a new job is placed in a unit and cannot be properly placed in an existing pay classification, the employer or his representative will notify the Union prior to the establishing of a classification and rate structure. In the event that the Union does not agree that the description and rate are proper, it shall be subject to negotiations.
- e. A premium of sixty cents (\$.60) per hour shall be paid for operation of the Gradall within the Highway Department under the following conditions:
 1. The operator must have a minimum of forty (40) hours of combined instruction and experience on the machine and demonstrate his ability before the premium rate applies.
 2. The premium will be paid to the operator during the time of his assignment to this machine only.

Section 2 - Longevity Service Pay

- a. All employees shall be paid longevity under the following schedule:
 - \$250.00 per year after completion of seven (7) years of total service
 - \$375.00 per year after completion of ten (10) years of total service
 - \$575.00 per year after completion of fourteen (14) years of total service
 - \$725.00 per year after completion of nineteen (19) years of total service
 - \$850.00 per year after completion of twenty-two (22) total years of service
 - \$975.00 per year after completion of twenty-five (25) total years of service
- b. Effective January 1, 2001 and January 1, 2002, each step above will be increased by \$25.00.
- c. Payment shall be made as follows: Based upon the employee's anniversary date, employees hired on or before June 15th will receive longevity payment on or before June 15th. Employees hired after June 15th will receive longevity payments on or before December 15th.

Section 3 - Shift Differential

Employees assigned to the second (2nd) and/or third (3rd) shift shall receive a shift differential of sixty cents (\$.60) per hour, for hours actually worked, in addition to their regular rate of pay. This premium is not to be applied to overtime.

Section 4 - Promotions

In the event of a promotion, the employee promoted would go to the next increment in the new classification equal to or higher than his current rate. An employee transferred to the Sewer or Water Plant Operator Trainee classification will return to this original position and rate of pay in the event no operator position is available upon completion of his training period.

ARTICLE XIV - NEW YORK STATE DISABILITY

Effective January 1, 1974, the employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of the Agreement.

ARTICLE XV - HOSPITALIZATION AND MEDICAL BENEFITS

- a. The employer agrees to provide to each employee one (1) of the following health maintenance organization insurance plans at no cost to the employee, either single or family coverage for the employee and his dependents, for the term of this Agreement with each plan offering a maximum \$10.00 co-payment and \$3.00 prescription co-payment: Community Blue I, Univera Health Care, or Independent Health-Gold. In the event that any of the HMO plans listed above increase co-payment above \$10.00 per visit and/or increase prescription co-payment above \$3.00 per prescription, the Town will reimburse the difference to the employee.
- b. The employer agrees to provide to any employee choosing not to subscribe to one of the above-named health maintenance organizations (Com Blue, IHA, Univera Health Care), the Blue Cross and Blue Shield Select Care (60/61) plan or its equivalent, with the following riders:

Rider 07: Blue Cross Major Medical (unlimited)	Rider 41: Mental Health Care
Prescription: Blue Cross \$1/\$5 co-pay	Rider 20: Psychiatric Care Plus
Rider 04: Emergency Medical Care	Rider 22: Ambulatory Care
Rider 08: Dependent Children to Age 23	Rider 47: Waiver of Waiting Period
Rider 09: Ambulance Service	Rider 48: Out of Area

Employees who elect to subscribe to the above Blue Cross and Blue Shield plan and riders will pay the difference in premium costs between the highest cost HMO plan provided by the employer at no cost (Com Blue, IHA, Univera Health Care) and the Blue Cross and Blue Shield plan with riders.

- c. In the event that the Town employs two individuals from the same family (i.e., husband and wife) where such benefit would provide duplicate coverage, each employee may select single coverage or one of the two may select family coverage. In no case may each select family coverage.
- d. The employer also agrees to provide to each retired employee who was employed by the Town prior to January 1, 1993, and who retires from the Town with a minimum of ten (10) years of service, at no cost to the retiree, either single or family coverage for the retiree and his dependents for the term of this Agreement, one (1) of the following health maintenance organization insurance plans: Independent Health, Community Blue, Univera Health Care with each plan offering a maximum \$10.00 co-payment and \$3.00 prescription co-payment. If at some point

after retirement the retiree who has been receiving family coverage has no need for family coverage, such coverage shall revert to single coverage with no change thereafter.

- e. The employer will make available to each employee hired after January 1, 1993, who retires from the Town after a minimum of fifteen (15) years of service, the same health insurance benefit as enumerated in Paragraph D of this article with the following exception: Should the retired employee die, coverage will continue for his spouse and eligible dependents.
- f. The employer agrees to provide to any retired employee who was employed by the Town prior to January 1, 1993, and who retired from the Town with a minimum of ten (10) years of service or to any retired employee hired after January 1, 1993 who retired from the Town after a minimum of fifteen (15) years of service, who is retired effective October 1, 1995, and who chooses not to subscribe to one of the health maintenance organizations named in Paragraph D of this article, the Blue Cross and Blue Shield Select Care (60/61) plan, or its equivalent with all riders enumerated in Paragraph B of this article at no cost to said retiree. The employer agrees to provide to any employee who was employed by the Town prior to January 1, 1993, and who retires from the Town after October 1, 1995, with a minimum of ten (10) years of service or any employee who was hired after January 1, 1993 who retires from the Town after October 1, 1995, with a minimum of fifteen (15) years of service and who chooses not to subscribe to one of the health maintenance organizations named in Paragraph D of this article, the Blue Cross and Blue Shield Select Care (60/61) plan, or its equivalent with all riders enumerated in Paragraph B of this article, provided said employee pays the difference in premium costs between the highest cost HMO offered in Paragraph B of this article (Community Blue I, Independent Health-Gold, or Univera Health Care) and the Blue Cross and Blue Shield plan with riders.
- g. The hospitalization and medical provisions of the Agreement shall be available for all employees covered by this Agreement who have completed sixty (60) days of employment with the employer.
- h. The employer will provide to each employee hired before January 1, 1993, at no cost to the employee, the Vision Care Plan "B" as proposed by Warren Hoffman & Associates, for each employee and his dependents.
- i. The employer will provide to each employee hired after January 1, 1993, and pay 90% of the cost of the Vision Care Plan "B" as proposed by Warren Hoffman & Associates, for each employee and his dependents.
- j. The Flex-Plan, when effective, will replace (h) and (i) above with the CSEA Platinum 24 plan.
- k. The employer shall provide to each employee hired before January 1, 1993, at no cost to the employee, the GHI Spectrum Plus (Full Basic, Diagnostic, and Preventive) plus Orthodontia Rider, dental plan with unmarried dependent children coverage to age 21 for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. Effective January 1, 1996, the employer will also provide to each employee listed above, at no cost to the employee, the GHI 100% Prosthetics rider. The Flex-Plan, when effective, will upgrade the dental plan to GHI Preferred.

- l. The employer shall provide to each employee hired after January 1, 1993, and pay 90% of the cost of the GHI Spectrum Plus (Full Basic, Diagnostic, and Preventive) plus Orthodontia Rider, dental plan with unmarried dependent children coverage to age 21 for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. Effective January 1, 1996, the employer will also provide to each employee listed above, and pay 90% of the cost of the GHI 100% Prosthetics rider.
- m. The Flex-Plan, when effective, will re-define the benefits in (a) and (b) above.
- n. The Flex-Plan, when effective, will become a part of this contract (Appendix D).

ARTICLE XVI - RETIREMENT AND INSURANCE PLAN

- a. Employees shall be covered by the New York State Retirement System, including the New York State Retirement Career Plan 75(i) (if applicable). The employer shall continue to provide coverage under Section 60(b).
- b. Employees who have accumulated between seventy-five (75) and one hundred eighty (180) sick days at the time of their retirement shall receive a cash payment equal to sixty-six and two-thirds (66-2/3) percent of their regular rate of pay for each sick leave day. The rate of pay shall be calculated at the employee's rate of pay effective on the day immediately preceding the employee's retirement.

ARTICLE XVII - SETTLEMENT OF DISPUTES

Section 1 - Grievance Procedure

Any grievance or disputed matter pertaining to conditions of employment including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

- Step 1:* The Union Steward or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of its occurrence; if at any time the steward or other authorized representative of the Union is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) work days.
- Step 2:* If the grievance has not been settled, it shall be presented in writing by the Union Steward or other authorized representative of the Union to the department head within five (5) work days after the supervisor's response is due. Each response shall contain the article or section violated. The department head or his designee shall respond to the Union Steward or authorized representative of the Union, in writing, within five (5) work days.
- Step 3:* If the grievance still remains unadjusted, it shall be presented by the Union President and/or his authorized representative to the Town Board or their designee in writing within five (5) work days after the response of the department head is due. The Town Board or its designee shall schedule a meeting to be held immediately following its next regularly

scheduled meeting and shall set forth an answer in writing to the local Union President, with copies to each of the committee.

Step 4: If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Town Board or its designee is due, by written notice to the other, request arbitration to determine the dispute.

Section 2 - Arbitration Procedure

- a. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Union within seven (7) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the employer and the Union shall make a selection in accordance with the Board's rules of procedure.
- b. The Union representatives may meet at a place designated by the employer on the employer's property immediately preceding the meeting with the representative of the employer.
- c. The local unit chairman, or his representatives, shall be allowed time off from his job, without loss of time or pay, to investigate a grievance which he is to discuss with the employer. The department supervisor or superintendent will grant him permission to leave his work for this purpose.
- d. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement.
- e. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 3 - Matters Relevant to Grievance Procedure

- a. The time limits in the grievance procedure may be extended by mutual agreement in writing.
- b. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.
- c. The arbitrator may consider any evidence or facts which have not been previously discussed between parties.
- d. In the case of a policy type grievance, the grievance may be submitted directly to the department head's office by the Union's representative.

Section 4 - Stewards and Grievance Committee

- a. Employees selected by the Union to act as Union representatives shall be known as "stewards." The names of employees selected as stewards and the names of other Union officers and

representatives who may represent employees shall be certified in writing to the employer by the local Union.

- b. Any grievance committee meeting with the employer shall be held during working hours, on the employer's premises, and without loss of time or pay.
- c. There shall be one (1) steward and one (1) assistant steward for each department: Water, Sewer and Highway, plus one (1) additional steward to service unit employees not employed in the above departments.

Section 5 - Processing Grievances During Working Hours

Grievance committee members may investigate and process grievances during working hours without loss of pay.

Section 6 - Labor-Management Committee

Conferences between representatives of the employer and at least two (2) representatives of the local union and one (1) or two (2) representatives of New York Council 66, or the international union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties may occur upon request of either party. Arrangements shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

ARTICLE XVIII - DISCIPLINE AND DISCHARGE

- a. The Town shall follow a policy of progressive discipline. Disciplinary actions shall include only the following, however this progressiveness shall not preclude the Town from advancing disciplinary penalties.

- Oral Reprimand
- Written Reprimand
- Suspension - 1 day
- Suspension - 3 days
- Suspension - 5 days
- Discharge

- b. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure upon an employee may be processed as a grievance at the 2nd step of the grievance procedure.
- c. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- d. The employer shall not discipline or discharge any employee without just cause. If the employer feels there is just cause for discipline or discharge, the employee and the Union will be notified of such discipline.

- e. The Union shall have the right to take up the suspension and/or discharge as a grievance at the 2nd step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.
- f. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- g. *Procedure:* In the event an employee is notified of pending disciplinary or discharge action, provided the employee is entitled to rights under Section 75 or 76 of the Civil Service Law, the employee will choose, on a form provided by the Town, whether the discipline will be processed through Section 75 of the Civil Service Law, or they will appeal the discipline through the grievance procedure. When the choice is made of the procedure to follow, that election of one, by the employee, forecloses the use of the other by either party. In the event that the employee refuses to choose, and is entitled to rights under Section 75 of the Civil Service Law, the discipline will be processed under Section 75 of the Civil Service Law, and the employee will have waived his/her rights under the grievance and arbitration procedure.
- h. An employee who has been the subject of disciplinary action may request that a written record be entered in his personnel record. The employee shall be given a duplicate copy of this record.
- i. Records of disciplinary action will remain in the employee's personnel record, but oral and written reprimands will not be considered in future disciplinary actions for the same offense after a period of thirty-six (36) months.

ARTICLE XIX - GENERAL PROVISIONS

Section 1 - Pledge Against Discrimination and Coercion

- a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.
- b. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- c. The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer or employer representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.
- d. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 2 - Union Activities on Employer's Time and Premises

The employer agrees that during working hours, on the employer's premises, and without loss of pay, Union Stewards and properly designated Union representatives shall be allowed to:

- Attend negotiations meetings when scheduled by the employer.
- Investigate and process grievances.
- Post Union notices.
- Transmit communications authorized by the Union or its officers to the employer or his representatives.
- Consult with the employer, his representatives, local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

Section 3 - Work Rules

All future rules shall be subject to mutual agreement before becoming effective. Any changes in existing work rules shall not become effective until they have been mutually agreed upon between the Union and the employer. When any existing rules are changed or new rules are established, they shall be posted on all bulletin boards for a period of at least two (2) weeks before becoming effective.

Section 4 - Protection and Security for Employees

The employer will provide a telephone with an unlisted number and not connected to the Town switchboard in the Oakfield Water Treatment Plant to be used in cases of emergency.

Section 5 - Joint Safety Committee

The employer and the Union agree to jointly establish a safety committee consisting of an equal number of employer and Union representatives, the number of members to be agreed upon. This committee will advise management of all safety activities. The joint safety committee shall:

- a. Make immediate and detailed investigation of each accident to determine fundamental causes.
- b. Develop data to indicate accident sources and injury rates.
- c. Make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards.
- d. Promote safety for workers, and participate in making the safety programs known to all workers.
- e. Conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

Section 6 - Volunteer Firemen

Any employee who is a volunteer fire-fighter shall be permitted to answer fire calls and first-aid calls during working hours without loss of time or pay.

Section 7 - Temporary Employees

Seasonal or temporary employees whose employment is changed to full-time permanent employment shall have seniority as of the anniversary date of their full-time permanent employment.

Section 8 - Disabled Employees

The employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

Section 9 - Reinstatement of Veteran Law

The re-employment rights of employees will be governed by applicable laws and regulations.

Section 10 - Protective Devices

- a. The employer shall provide at no cost to the employee necessary rain gear and safety equipment to properly protect the employee from wet weather and injury. Steel-toed safety shoes will be provided by the Town to employees whose job performance requires the wearing of same for reasons of safety.
- b. All Town issued rain or safety gear including steel-toed shoes will be inspected annually by the employer to insure that such equipment is in serviceable condition. Any such equipment found during inspection, or at any other time, to be worn or damaged beyond the point of continued service shall be replaced within ten (10) working days by the employer. Employees will report any damage to rain or safety gear to their supervisors so that such gear can be inspected to determine whether replacement or repair is required.
- c. All Town issued rain and/or safety gear shall remain the property of the Town of Grand Island and is provided for the exclusive use of the employee while performing his duties for the Town.
- d. Failure to wear OSHA required and Town provided safety equipment apparel while on the job shall result in disciplinary action as follows:
 - First offense: Verbal/written warning
 - Second offense: Two (2) days off without pay
 - Third and subsequent offenses: One (1) week off without pay

Section 11 - Seasonal Employees

A seasonal employee is defined as an employee who is hired on a seasonal basis to supplement the regular work force during peak periods in the summer and/or winter, but such employment shall be for a period not to exceed one hundred and twenty (120) work days per year, as defined in Article III of this Agreement. Seasonal employees shall not be entitled to any benefits provided by this Agreement.

Section 12 - Miscellaneous

On no more than four (4) occasions annually, employees shall be granted two (2) hours off with no loss of time and pay for the purpose of donating blood. The approval of the department head must first be obtained.

Section 13 - Use of Department Vehicles

All employees covered under this Agreement shall agree that:

1. Use of vehicles be only for department purposes.
2. No unauthorized persons be transported in vehicle. This restriction includes members of the employee's family.
3. Operation of vehicles by authorized department employees only.
4. Under no circumstances will anyone consume alcoholic beverages while operating a department vehicle.

Settlement of disputes arising from this provision shall be settled in accordance with Article XVII and Article XVIII of this Agreement.

ARTICLE XX - STRIKES AND LOCKOUTS

Section 1 - Lockouts

No lockout of employees shall be instituted by the employer during the term of this Agreement.

Section 2 - Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers or to go through picket lines.

ARTICLE XXI - CONTRACTING AND SUB-CONTRACTING PUBLIC WORKS

During the term of this Agreement, the employer shall not contract out or sub-contract any public work performed by employees covered by this Agreement, that would mean the displacement of any employee covered by this Agreement.

ARTICLE XXII - SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof directly specified in the decision; upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIII - MAINTENANCE OF BENEFITS

Any benefit or benefits presently enjoyed by the employees within these bargaining units under this Agreement pursuant to prior Town Board resolutions shall continue to remain in force, subject to the terms of the appropriate section of this Agreement, such benefit will be retained and remain in force

as if such benefit is a part of this Agreement, except mutually agreed otherwise between the employer and the Union.

ARTICLE XXIV - SUPPLEMENTAL AGREEMENTS

All supplemental agreements to this Agreement shall be subject to the approval of the Union local, council, and Town Board. They shall be approved or rejected within a period of ten (10) days following the date they are filed by either party.

If neither approved or rejected by both parties within the time herein set forth, the supplemental agreement shall be deemed to have been rejected.

ARTICLE XXV - STATUTORY AUTHORITY

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Examples of Holiday Pay

This statement shall confirm our understanding of the appropriate implementation of the contractual terms (Article VII, Section 2) for the calculation of holiday pay for employees who work on a holiday. If an employee works during a holiday, he shall be paid at 2-1/2 times his regular rate of pay for each hour "or portion thereof" worked, regardless of whether the time worked occurs during the employee's regularly scheduled shift.

The following examples are offered in order to illustrate our understanding:

- a. An employee whose rate of pay is \$10.00/hr and whose regular shift is 8:00 a.m. to 4:00 p.m. is called in to work from 3:00 a.m. to 7:00 a.m. on a holiday. For the four hours worked (from 3:00 a.m. to 7:00 a.m.) he will receive ten (10) hours pay. In addition, he shall receive his regular holiday pay (8 hours at straight time). His total pay for the holiday therefore amounts to eighteen (18) hours pay: 18 hours x \$10.00/hr = \$180.00 total holiday pay.
- b. An employee, whose rate of pay is \$10.00, whose regular shift is 8:00 a.m. to 4:00 p.m. is called in to work from 6:00 a.m. to 11:00 a.m. on a holiday. For the five (5) hours worked (from 6:00 a.m. to 11:00 a.m.) he shall receive 12.5 hours pay (because he must receive 2-1/2 times his regular rate regardless of whether the time worked occurs during his regularly scheduled shift). In addition, he shall receive his regular holiday pay for the balance of what would have been his regular shift (11:00 a.m. to 4:00 p.m.) which amounts to five (5) hours pay. His total pay for the holiday, therefore, is: 12.5 hours + 5 hours = 17.5 hours x \$10.00/hr = \$175.00 total holiday pay.

In other words, an employee must be paid 2-1/2 times his regular rate for all hours worked during a holiday. If, however, those hours worked happen to fall during what would otherwise be the employee's regularly scheduled shift, he will receive 2-1/2 times his regular rate for all hours worked, and straight time, regular holiday pay for the balance of the unworked hours during what would otherwise be his regularly scheduled shift. The maximum any employee may receive for any hour (or portion thereof) worked on a holiday is 2-1/2 times his regular rate. He may never receive 3-1/2 times his regular rate.

The changing of MEO to employee is for clarification only and does not change the intent or content of this article.

ARTICLE XXVI - TERMINATION AND MODIFICATION

The Agreement shall be effective as of the 1st day of January, 2000 and shall remain in full force and effect until the 31st day of December, 2002.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

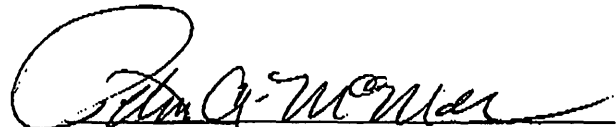
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties have set their hands this 31 day of January, 2000.

For New York Council 66 and Local 1783-A
American Federation of State, County, and
Municipal Employees, AFL-CIO

For the Town of Grand Island, New York


Frank DiStefano, Representative, Council 66


Peter McMahon, Town supervisor


Brian Pettitt, President, AFSCME Local 1783-A

APPENDIX "A"

WAGE SCHEDULE AGREEMENT
between
THE TOWN OF GRAND ISLAND
and
AFSCME LOCAL 1783-A, COUNCIL 66

EFFECTIVE JANUARY 1, 2000

<u>Title</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Auto Mechanic	15.85	17.51	19.54	20.41
Water Treatment Plant Operator			18.57	19.54
Sewer Treatment Plant Operator			18.57	19.54
Water Treatment Plant Operator Trainee	13.83	16.29	18.10	
Sewer Treatment Plant Operator Trainee	13.83	16.29	18.10	
Water/Sewer Maintenance Man	12.24	15.17	17.10	18.00
Motor Equipment Operator	12.24	15.17	17.10	18.00
Meter Repairman	12.19	15.13	16.74	17.68
Engineer Assistant	12.17	14.91	16.44	17.55
Laborer	11.67	14.74	16.23	17.17
Caretaker	11.62	14.69	16.17	17.12

APPENDIX "B"

WAGE SCHEDULE AGREEMENT
 between
 THE TOWN OF GRAND ISLAND
 and
 AFSCME LOCAL 1783-A, COUNCIL 66

EFFECTIVE JANUARY 1, 2001

<u>Title</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Auto Mechanic	16.33	18.04	20.13	21.02
Water Treatment Plant Operator			19.13	20.13
Sewer Treatment Plant Operator			19.13	20.13
Water Treatment Plant Operator Trainee	14.24	16.78	18.64	
Sewer Treatment Plant Operator Trainee	14.24	16.78	18.64	
Water/Sewer Maintenance Man	12.61	15.63	17.61	18.54
Motor Equipment Operator	12.61	15.63	17.61	18.54
Meter Repairman	12.56	15.58	17.24	18.21
Engineer Assistant	12.54	15.36	16.93	18.08
Laborer	12.02	15.18	16.72	17.69
Caretaker	11.97	15.13	16.66	17.63

APPENDIX "C"

WAGE SCHEDULE AGREEMENT
between
THE TOWN OF GRAND ISLAND
and
AFSCME LOCAL 1783-A, COUNCIL 66

EFFECTIVE JANUARY 1, 2002

<u>Title</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Auto Mechanic	16.90	18.67	20.83	21.76
Water Treatment Plant Operator			19.80	20.83
Sewer Treatment Plant Operator			19.80	20.83
Water Treatment Plant Operator Trainee	14.74	17.37	19.29	
Sewer Treatment Plant Operator Trainee	14.74	17.37	19.29	
Water/Sewer Maintenance Man	13.05	16.18	18.23	19.19
Motor Equipment Operator	13.05	16.18	18.23	19.19
Meter Repairman	13.00	16.13	17.84	18.85
Engineer Assistant	12.98	15.90	17.52	18.71
Laborer	12.44	15.71	17.31	18.31
Caretaker	12.39	15.66	17.24	18.25