



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Van Buren, Town of and New York Council 66, AFSCME, AFL-CIO, Local 2660 (2008)**

Employer Name: **Van Buren, Town of**

Union: **New York Council 66, AFSCME, AFL-CIO**

Local: **2660**

Effective Date: **01/01/08**

Expiration Date: **12/31/10**

PERB ID Number: **8330**

Unit Size: **10**

Number of Pages: **28**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TOWN CLERK
SUPERVISOR

BC | 8330

AGREEMENT BETWEEN

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 30 2008

ADMINISTRATION

THE TOWN OF VAN BUREN, NEW YORK

and

LOCAL 2660, and NEW YORK COUNCIL 66



January 1, 2008 - December 31, 2010

NEW YORK COUNCIL 66

American Federation of State, County and Municipal Employees

10

TABLE OF CONTENTS

| | | <u>PAGE</u> |
|--------------------|--|-------------|
| ARTICLE I | RECOGNITION | 1 |
| Section 1 | Recognition | 1 |
| Section 2 | Management Rights | 1 |
| Section 3 | Pledge Against Discrimination | 1 |
| ARTICLE II | UNION SECURITY | 1 |
| Section 1 | Union Dues and Agency Shop Fees | 1 |
| Section 2 | Bulletin Boards | 2 |
| Section 3 | Access to Premises | 2 |
| Section 4 | Aid to Other Unions | 2 |
| ARTICLE III | HOURS OF WORK | 3 |
| Section 1 | Regular Hours | 3 |
| Section 2 | Work Week | 3 |
| Section 3 | Work Day | 3 |
| Section 4 | Work Shift | 3 |
| Section 5 | Rest Periods | 3 |
| Section 6 | Clean-Up Time | 3 |
| ARTICLE IV | WORK TIME | 3 |
| Section 1 | Show-Up Time | 3 |
| Section 2 | Call Time | 3 |
| Section 3 | Premium Rates of Pay | 4 |
| Section 4 | Distribution | 4 |
| Section 5 | Work at Employees Option | 4 |
| Section 6 | Overtime Pay | 4 |
| ARTICLE V | SENIORITY | 5 |
| Section 1 | Definition | 5 |
| Section 2 | Probation Period | 5 |
| Section 3 | Probationary Employees | 5 |
| Section 4 | Application of Seniority | 5 |
| Section 5 | Loss of Seniority | 5 |
| Section 6 | Seniority Lists | 6 |
| ARTICLE VI | WORK FORCE CHANGES | 6 |
| Section 1 | Promotions and Filling of Vacancies | 6 |
| Section 2 | Layoff | 7 |
| Section 3 | Exemption | 7 |
| Section 4 | Recall | 7 |
| Section 5 | Temporary Assignments Into Higher Classification | 7 |
| ARTICLE VII | HOLIDAYS | 8 |
| Section 1 | Holidays Recognized and Observed | 8 |
| Section 2 | Eligibility Requirements | 8 |

| | | |
|---------------------|--|----|
| Section 3 | Holiday Pay | 8 |
| Section 4 | Holiday Work | 8 |
| Section 5 | Holiday Hours for Overtime Purposes | 8 |
| ARTICLE VIII | VACATIONS | 9 |
| Section 1 | Choice of Vacation Period | 9 |
| Section 2 | Holiday During Vacation Periods | 9 |
| Section 3 | Vacation Rights in Case of Layoff or Separation | 9 |
| Section 4 | Vacation Schedule | 9 |
| Section 5 | Vacation Carry Over | 9 |
| ARTICLE IX | LEAVES OF ABSENCE | 10 |
| Section 1 | Eligibility Requirements | 10 |
| Section 2 | Application for Leaves | 10 |
| ARTICLE X | PAID LEAVES | 10 |
| Section 1 | Family Death | 10 |
| Section 2 | Personal Leave | 10 |
| Section 3 | Jury Duty | 11 |
| Section 4 | Civic Duty | 11 |
| Section 5 | Union Leave | 11 |
| Section 6 | Military Service Leave | 11 |
| ARTICLE XI | SICK LEAVE | 11 |
| Section 1 | Allowance | 11 |
| Section 2 | Accumulation | 12 |
| Section 3 | Unused Sick Leave | 12 |
| Section 4 | Absence Due to Injury and Workmen's Compensation | 12 |
| Section 5 | New York State Disability Insurance | 12 |
| ARTICLE XII | UNPAID LEAVES | 12 |
| Section 1 | Reasonable Purpose | 12 |
| Section 2 | Union Business | 13 |
| Section 3 | Education | 13 |
| Section 4 | Employment Opportunities | 13 |
| ARTICLE XIII | WAGES AND CLASSIFICATION | 13 |
| Section 1 | Wage Schedule and Classifications | 13 |
| Section 2 | Pay Period | 14 |
| Section 3 | Longevity Service Pay | 14 |
| Section 4 | New Classification or Specifications | 14 |
| ARTICLE XIV | HOSPITALIZATION AND MEDICAL BENEFITS | 14 |
| ARTICLE XV | RETIREMENT PLAN | 15 |

| | | |
|----------------------|---|----|
| ARTICLE XVI | SETTLEMENT OF DISPUTES AND GRIEVANCE PROCEDURE | 15 |
| Section 1 | Grievances | 15 |
| Section 2 | Arbitration Procedure | 16 |
| Section 3 | Matter Relevant to Grievance Procedure | 16 |
| Section 4 | Processing Grievances During Working Hours | 17 |
| ARTICLE XVII | DISCIPLINE AND DISCHARGE | 17 |
| Section 1 | Exercise of Rights | 17 |
| Section 2 | Disputes as to Discipline and Discharge | 17 |
| Section 3 | Reinstatement | 18 |
| Section 4 | Limitations | 18 |
| ARTICLE XVIII | GENERAL PROVISIONS | 18 |
| Section 1 | Pledge Against Discrimination and Coercion | 18 |
| Section 2 | Union Activities on Employer's Time and Premises | 18 |
| Section 3 | Contract Negotiations | 19 |
| Section 4 | Work Rules | 19 |
| Section 5 | Protection and Security for Employees | 19 |
| Section 6 | Joint Safety Committee | 19 |
| Section 7 | Full Work Crews | 20 |
| Section 8 | Temporary Employees | 20 |
| Section 9 | Disabled Employees | 20 |
| Section 10 | Supervisory Employees | 20 |
| Section 11 | Safety Enforcement | 20 |
| Section 12 | Uniforms | 21 |
| Section 13 | Work Shoes | 21 |
| ARTICLE XIX | STRIKES AND LOCKOUTS | 21 |
| Section 1 | Lockouts | 21 |
| Section 2 | Strikes | 21 |
| ARTICLE XX | CONTRACTING AND SUB-CONTRACTING PUBLIC WORK | 21 |
| ARTICLE XXI | SAVINGS CLAUSE | 21 |
| ARTICLE XXII | MAINTENANCE OF BENEFITS | 22 |
| ARTICLE XXIII | TOTAL AGREEMENT | 22 |
| ARTICLE XXIV | STATUTORY PROVISION | 22 |
| ARTICLE XXV | TERMINATION AND MODIFICATION | 22 |
| | SIGNATURE PAGE | 23 |
| APPENDIX "A" | WAGE SCHEDULE | 24 |

This Agreement entered into by the Town of Van Buren, New York, hereinafter referred to as the Employer, and New York Council 66 and its affiliated Local 2660, 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

SECTION 1. RECOGNITION

The Employer recognizes the Union during the term of this Agreement as the sole and exclusive bargaining agent of the employees of the Town Highway Department covered by this Agreement, for the purpose of collective bargaining in respect to wages and hours, conditions of employment and administration of grievances.

SECTION 2. MANAGEMENT RIGHTS

The Employer shall remain vested with full and exclusive control of the management and direction and supervision of the working forces and the right to hire, promote, suspend, demote, transfer, lay off and discharge employees, subject, however, to the provisions of this Agreement.

SECTION 3. PLEDGE AGAINST DISCRIMINATION

There shall be no discrimination, coercion, interference or restraint by the Employer or by the Union, or by representatives of either party against any employee because of membership or non-membership in the Union, and the Union agrees that there shall be no solicitation or promotional activity on the Employer's time.

ARTICLE II UNION SECURITY

SECTION 1. UNION DUES AND AGENCY SHOP FEES

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 or agency shop fees 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.

c. Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues Forms 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. Any present or future employee who is not a Union member and who does not make application for membership, shall pay to the Union each month a service charge for representation of an amount equal to the regular monthly dues.

e. The aggregate total of all such deductions together with a list from whom dues have been deducted, shall be remitted to the designated Financial Officer of New York Council 66, AFL-CIO, 2680 Ridge Road West Suite 201-C, Rochester, New York, 14626, on or before the tenth (10th) of every month.

f. Revocation of authorization cards shall be subject to conditions contained thereon. Such conditions shall not be binding on the Employer unless approved by Employer in writing.

g. Any change in the amount of Union Dues or Agency Fee to be deducted must be certified by the Union in writing and be forwarded to the Employer.

SECTION 2. BULLETIN BOARDS

The Employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at Town Garage.

SECTION 3. 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 employees, and to explain Council sponsored insurance program, provided such representatives do not unduly interfere with the performance of duties assigned to the employees, with permission of Highway Superintendent.

SECTION 4. 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 the Employer or those designated or subordinate staff for any purpose, and that the payroll deduction of dues for any such other organizations shall not be permitted.

**ARTICLE III
HOURS OF WORK**

SECTION 1. REGULAR HOURS

The regular hours of work each day shall be consecutive.

SECTION 2. WORK WEEK

The work week shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday inclusive.

SECTION 3. WORK DAY

Eight (8) consecutive hours of work, except for lunch period, within the twenty-four (24) hour period commencing from an employees regular starting time shall constitute the regular work day.

SECTION 4. WORK SHIFT

The regular work shift for all employees covered by this Agreement shall be from 7:00 a.m. to 3:30 p.m., which shall include a lunch period of one-half (1/2) hour.

SECTION 5. REST PERIODS

The Employer shall allow fifteen (15) minutes rest period during each one-half (1/2) shift of the work day.

SECTION 6. CLEAN-UP TIME

Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift, such clean-up period to start no earlier than 3:15 p.m.

**ARTICLE IV
WORK TIME**

SECTION 1. SHOW-UP TIME

Any Employee who presents himself for work as scheduled shall be assigned work or be paid for the day.

SECTION 2. CALL TIME

Any employee called for emergency duty in addition or outside, of his regular scheduled shift shall be paid at the rate of time and one-half (1-1/2), for a minimum of three (3) hours.

SECTION 3. PREMIUM RATES OF PAY

a. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work performed prior to and after the regular work shift and all work performed in excess of forty (40) hours in any work week.

b. Any employee required to work in excess of two (2) hours of overtime following his regular full day shall be granted one-half (1/2) hours off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

c. Employees shall be paid overtime of one-half (1/2) hour as call in time when they are called to work overtime. Any employee who is more than fifteen (15) minutes late will not receive the call in time. Employees shall receive call time only once in every twenty-four (24) hours.

SECTION 4. DISTRIBUTION

Overtime work shall be distributed equally to employees working within the same job classification, except during snow removal season where seniority shall take precedence.

SECTION 5. WORK AT EMPLOYEE'S OPTION

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

SECTION 6. OVERTIME PAY

Each employee shall have the opportunity to designate whether his/her overtime shall be taken in payroll (no later than the next regular payroll check) or in compensatory time. Comp. time shall be taken in the same manner earned (an hour and a half comp. time for each hour of overtime actually worked over forty (40) hours in a work week) while payroll shall be paid under the terms described in Section 3 of this Article.

Comp. time must be used within ninety (90) days of benefit earned. Scheduling of comp. time must be made by the sixtieth (60th) day of the above mentioned ninety (90) day period.

Comp. time shall be granted at the time requested by the employee with approval of the Highway Superintendent. If the nature of the work makes it necessary to limit the number of employees on comp. time at the same time, the employee(s) with the greater seniority shall be given his or her choice of day(s).

In the rare event that scheduling of comp. time cannot be accommodated within the ninety (90) days specified, the Highway Superintendent shall grant a thirty (30) day extension.

Under no circumstances shall any bargaining unit employee suffer the loss of pay or comp. time due to layoff, voluntary quit or termination of any kind. In the event that termination pay becomes

necessary, comp. time payment, if due, shall be paid under the terms of Section 3 of this Article.

ARTICLE V SENIORITY

SECTION 1. DEFINITION

Seniority is that factor, determined by an employee's last period of continuous service of employment, which shall be considered in selection of employees for promotion, transfer, lay off, re-employment and filling of vacancies, provided the employees so selected have the qualifications to do the work required.

SECTION 2. PROBATION PERIOD

All new employees hired shall be considered as probationary employees for the first one hundred eighty (180) days of their employment. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees; however, probationary employees shall receive all benefits afforded to all regular employees.

SECTION 3. PROBATIONARY EMPLOYEES

The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours and other conditions as set forth under ARTICLE I of this agreement.

SECTION 4. APPLICATION OF SENIORITY

The Employer shall consider seniority in determining qualifications as herein used, where an employee meets the standards of the job requirements and is properly able to do the work. In selecting employees for jobs of higher, lower or the same classification, or the filling of vacancies in jobs, those with the greatest seniority provided he is otherwise qualified, will be given preference.

SECTION 5. LOSS OF SENIORITY

Employees shall lose their seniority for the following reasons:

- a. Discharged, if not reversed.
- b. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the Superintendent and who has no legitimate reason for not notifying the Board or his supervisor of his absence, may be considered as having resigned.
- c. Unexcused failure to return to work when recalled from layoff

as set forth in a previous procedure.

- d. An unexcused failure to return to work after expiration of a formal leave of absence.
- e. Retirement.
- f. Layoff for a continuous period of one (1) year.

SECTION 6. SENIORITY LISTS

The Employer shall maintain a roster of employees according to seniority, showing name, classification and seniority date and shall furnish a copy to the Union within thirty (30) days after the signing of this agreement.

ARTICLE VI WORK FORCE CHANGES

SECTION 1. PROMOTIONS AND FILLING OF VACANCIES

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 a 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 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 immediate supervisor.

d. The Employer shall fill such job openings or vacancies, from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selecting from among those qualified, the employee with the greatest seniority.

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 of a minimum of thirty (30) days, but not to exceed sixty (60) days.

SECTION 2. LAYOFF

- a. In the event the Employer plans to layoff employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least (7) days prior to date such action is to be taken.
- b. When such action takes place it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority.
- 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 employees.
- d. Employees to be laid off will have at least seven (7) 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 desire, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps.
- f. Above (a) through (e) does not apply to temporary or emergency employees.

SECTION 3. EXEMPTION

Notwithstanding anything contained herein, in the even of a lay-off the Local Unit Chairman or President, whichever the case may be, shall be the last person to be laid off in the bargaining unit.

SECTION 4. RECALL

- a. When the work force is increased after a layoff, employees, will be recalled according to 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.
- b. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

SECTION 5. TEMPORARY ASSIGNMENTS INTO HIGHER CLASSIFICATION

Employee assigned to work in higher paying classifications for any reason for a period of four (4) hours or more shall be paid the wage rate established for that classification of work for all hours worked.

**ARTICLE VII
HOLIDAYS**

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED

a. The following days shall be recognized and observed as paid holidays.

| | |
|------------------|------------------------|
| New Year's Day | Columbus Day |
| President's Day | General Election Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Labor Day | Christmas Day |

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

SECTION 2. ELIGIBILITY REQUIREMENTS

Employees shall be eligible for holiday pay under the following conditions:

The employee would have been scheduled to work on such day if it has not been observed as a holiday, unless the employee is on a day off, vacation, layoff, or sick leave, and the employee worked his last schedule work day prior to the holiday, unless he is excused by the Employer, or he is absent for any reasonable purpose. The Employer and the Union mutually agree upon reasonable purpose in each case.

SECTION 3. HOLIDAY PAY

a. Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

b. Eligible employees whose work day differs from the standard eight (8) hours, shall be paid the current daily rate of pay.

SECTION 4. HOLIDAY WORK

If an employee works on any of the Holidays listed above, he shall be paid two-and-one-half (2-1/2) times his regular pay for all hours worked during the 24 hour period.

SECTION 5. HOLIDAY HOURS FOR OVERTIME PURPOSES

For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.

**ARTICLE VIII
VACATIONS**

SECTION 1. CHOICE OF VACATION PERIOD

a. Vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period.

b. Vacation periods shall be taken each year. Employees who do not request a vacation period prior to the end of the ninth (9th) month following the year in which the vacation was earned shall be scheduled for a vacation by the Employer. The vacation shall be scheduled within the three (3) months remaining in the year.

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. 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 for the unused vacation he has accumulated at the time of separation.

b. In the case of death of such an employee, such payment shall be made to his estate.

SECTION 4. VACATION SCHEDULE

All employees covered by this agreement shall be entitled to the following number of vacation days upon completion of their probationary period which may be used in one (1) day increments:

- After one (1) year of service.....Five (5) work days
- After two (2) years of service.....Ten (10) work days
- After five (5) years of service.....Fifteen (15) work days
- After nine (9) years of service.....Twenty (20) work days
- After fourteen (14) years of service....Twenty-five (25) work days

SECTION 5. VACATION CARRY OVER

Employees shall be entitled to carry over a maximum of five (5) vacation days into the next calendar year.

**ARTICLE IX
LEAVES OF ABSENCE**

SECTION 1. ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence after six (6) months service with the Employer.

SECTION 2. APPLICATION FOR LEAVES

a. Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for the leave of absence is being requested and the appropriate length of time off the employee desires.

b. Any leave of absence and the term thereof may be granted only by the approval of both the Superintendent of Highways and the Town Supervisor.

c. In addition to accruing seniority while on paid 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. FAMILY DEATH

a. In the event of death in the family of an employee, spouse, parents, children, sister, brother, grandparents, the employee shall be granted three (3) days leave of absence for an in-State funeral (New York) and five (5) days leave of absence for an out-of-state funeral, with full pay to make household adjustments, arrange for funeral service or to attend funeral services. The employee shall provide documentation as to the funeral. Leave for death of other than relative above names shall be based on the merits of the particular situation and shall be granted on approval of the Highway Superintendent.

b. In any case of death in the family which occurs during an employee's vacation period, upon application for such leave by an employee, the employee shall have the option of extending his vacation period for the additional time, or take the time for use at some future date, provided, however, that proof of such family death is established in writing or other authority.

SECTION 2. PERSONAL LEAVE

Employees shall be entitled to four (4) days personal leave days each year, non-accumulative, with the approval of the Highway Superintendent. Arrangements for such leave shall be made by an employee at least twenty-four (24) hours in advance, except in case of emergency. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any other leave benefits. Personal leave days may be taken in half-day sequences.

SECTION 3. JURY DUTY

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees must surrender jury pay to Town, with the exception of mileage pay and parking fees.

SECTION 4. CIVIC DUTY

Employees required 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 who are elected or designated to attend any function of the International Union, Council or other body to which it is affiliated, shall be permitted to attend such functions and shall be granted the necessary time off.

SECTION 6. MILITARY SERVICE LEAVE

Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of pay, not to exceed thirty (30) days.

ARTICLE XI SICK LEAVE

SECTION 1. ALLOWANCE

a. Any employee contracting or incurring any non-service connected sickness or disability is quarantined by the Health Authorities, or must make medical visits during working hours as a result of any illness or injury, shall receive sick leave with pay.

b. Employees shall be eligible for sick leave after ninety (90) days service with the Employer.

c. 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 twenty (20) or more hours of work.

d. An employee may be required by the Employer to produce a doctor's certificate after three (3) consecutive days of sickness or disability.

e. All time for which an employee is credited with sick leave shall be considered as time worked.

f. An updated compilation of each employee's sick leave shall be posted every six (6) months at the appropriate work areas.

SECTION 2. ACCUMULATION

Employees shall start to earn sick leave after ninety (90) days of service with the Employer, and they shall accumulate sick leave as long as they are in the service of the Employer. Employees may accumulate up to 100 days.

SECTION 3. UNUSED SICK LEAVES

Upon retirement or termination, employees shall be compensated in cash for all unused sick leave at the rate of \$10.00 per hour upon separation.

SECTION 4. ABSENCE DUE TO INJURY AND WORKMEN'S COMPENSATION

a. The Employer shall provide coverage for all employees covered by this agreement under the Workmen's Compensation Law of New York State Employer's Law.

b. Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who receive Workmen's Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted from sick leave credits or accrued vacation leave.

SECTION 5. NEW YORK STATE DISABILITY INSURANCE

a. The Employer shall provide Disability Insurance coverage for all employees covered by this Agreement. The employees share of contribution shall be \$.60 per week.

b. Employees who are unable to perform the duties of their employment because of injuries or illness (non-job related) and who receive Disability Insurance Benefits, shall receive a supplemental sum equal to the difference between their wages and their disability benefits, but such supplemental sum shall be deducted from sick leave credits or accrued vacation leave.

ARTICLE XII UNPAID LEAVES

SECTION 1. REASONABLE PURPOSE

a. Leaves of absence without pay and not to exceed six (6) months, may be granted for any reasonable purpose. Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

- b. No seniority shall be accrued during an unpaid leave of absence.

SECTION 2. UNION BUSINESS

a. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.

b. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union.

SECTION 3. EDUCATION

a. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employee.

b. One (1) year leave of absence with any requested extension for educational purposes shall not be provided more than once every three (3) years.

c. Employees may also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability.

SECTION 4. EMPLOYMENT OPPORTUNITIES

Employees may be granted a leave of absence without pay to enable such employee to serve temporarily, on another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

ARTICLE XIII WAGES AND CLASSIFICATION

SECTION 1. WAGE SCHEDULE AND CLASSIFICATIONS

Except as may otherwise be provided for in this agreement, employees shall be compensated in accordance with the wage schedule established in negotiations effective January 1, 2008 attached to this agreement and marked Appendix "A".

SECTION 2. PAY PERIOD

The salaries and wages of employees shall be paid on the same day every other week. In the event this day is a holiday, the preceding day shall be the pay day. If the pay day falls on their regular day off, such employees shall be paid on the last work day of their regular work week.

SECTION 3. LONGEVITY SERVICE PAY

All employees covered by this Agreement shall receive Longevity Service Pay of one hundred fifty dollars (\$150.00) a year upon the anniversary date of his completion of eight (8) years of continuous employment and an additional one hundred fifty dollars (\$150.00) a year upon completion of thirteen (13) years of employment and an additional one hundred fifty dollars (\$150.00) a year upon completion of eighteen (18) years of employment. Longevity Service Pay shall be paid in a separate check from regular pay.

SECTION 4. NEW CLASSIFICATION OR SPECIFICATIONS

When any position not listed on the wage schedule is established or the specifications of any existing position are materially changed the Employer after consultation with the Union, may designate a job classification or new specification and rate structure for the position. In the event the Union does not agree that the classification, the specification and/or the wage rate are proper, then the matter shall be subject to the grievance procedure.

**ARTICLE XIV
HOSPITALIZATION AND MEDICAL BENEFITS**

a. The Employer agrees to provide hospitalization, ie., POMCO, HMO Blue, for the employee and his dependents, provided with all available options for the term of this Agreement under listed employee contributions.

1. All employees may select either POMCO or HMO Blue and each such enrolled employee shall pay 20% of all monthly premiums due for the employee's selected coverage during the term of this Agreement, which shall be deducted bi-weekly from the employee's paycheck. The balance of the premiums shall be paid by the Employer.

b. 1. The Employer also agrees this coverage shall also apply to all employees and eligible dependents where such employee retires at age 55 from employment with the Employer after fifteen (15) years of service under the Retirement Plan maintained by the Employer, until such time as the employee is deceased.

2. Contributions by said retired employee shall be as per A(1).

c. The hospitalization and medical provisions of this Agreement shall be available for all employees covered by this Agreement who have completed thirty (30) days of employment with the Employer.

d. Coverage will terminate upon the absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability. In the case of sickness or disability, coverage will be continued for up to a maximum of two (2) years.

e. The Town retains the right to change the carrier and/or the Hospitalization and Medical Plan and/or Dental Plan provided:

1. the Union is first consulted, and;
2. the replacement Hospitalization and Medical Plan and/or Dental Plan offers benefits which are, on an overall basis, equal or superior to those of the present plan.

In the event of disagreement between the Town and the Union, the matter will go directly to Step 4 of the Grievance and Arbitration Procedure and no change in carrier or plan shall be made until the arbitrator resolves the question of whether or not the benefits of the proposed new plan, on an overall basis, are equal or superior to the present plan.

ARTICLE XV RETIREMENT PLAN

a. The Employer shall provide for each employee coverage under 75(i) of the New York State Improved Career Retirement Plan, at no cost to the employee, pursuant to the Retirement Systems regulations. The Employer shall pay the employer share of coverage under the N.Y.S. Retirement for those employees covered by Article 14 of the N.Y.S. Retirement System (Tier 3 members) and for those employees covered by Article 15 of the N.Y.S. Retirement System (Tier 4).

b. The Employer shall also provide 60B Guaranteed Ordinary Death Benefit.

ARTICLE XVI SETTLEMENT OF DISPUTES AND GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCES

Should differences arise as to the meaning and application of the provisions of this Agreement, or should differences arise about matters not specifically mentioned in this Agreement, or should any local trouble of any kind arise, an earnest effort shall be made to settle such differences in accordance with the grievance procedure set forth below.

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 ten (10) work 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 one (1) work day.

STEP 2: If the grievance has not been settled, it shall be presented in writing by the Steward or other authorized representative of the Union to the Superintendent of Highways within five (5) work days after the immediate supervisor's response is due. The Superintendent of Highways shall respond to the Union Steward or other authorized representatives of the Union in writing within three (3) work days.

STEP 3: If the grievance still remains unadjusted, it shall be presented to the Union Unit Chairman and/or his authorized representative to the Town Supervisor in writing within five (5) work days after the response of the Superintendent of Highways is due. The Town Supervisor shall schedule a meeting within four (4) work days after receipt of the grievance with the Union Grievance Committee. The Town Supervisor shall, within two (2) work days of such meeting, set forth an answer in writing to the Local Union Unit Chairman.

STEP 4: If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Town Supervisor is due, by written notice to the other, request arbitration.

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 Boards rules of procedure.

b. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.

d. 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. MATTER 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.

SECTION 4. PROCESSING GRIEVANCES DURING WORKING HOURS

Union Unit Officers and/or elected Union Stewards may investigate and process grievances during working hours without loss of time or pay.

ARTICLE XVII DISCIPLINE AND DISCHARGE

SECTION 1. EXERCISE OF RIGHTS

a. The only procedure for taking disciplinary action or measures against any employees covered by this Agreement shall be as set forth in the following sections and shall, in addition, apply in lieu of Section 75 and 76 of the Civil Service Law for the employees who would otherwise be covered by those sections.

b. Disciplinary action or measures shall include only Oral Reprimand, Written Reprimand, Suspension and Discharge.

c. Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. When any action or measure is imposed upon or is pending against an employee, then the Employer shall notify the employee, the Union President, and the Union Steward in writing of the specific reasons for such disciplinary action being imposed and proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, times, and places. The written notification shall indicate that one (1) copy has been sent to the appropriate Union Steward, and one (1) copy to the Union President. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee.

d. Prior to the exhaustion or institution of the grievance procedure applicable to the disciplinary action, an employee may be suspended without pay only if the Employer has reason to believe that the employee's presence on the job represents a potential danger to persons or property, or would severely interfere with operations. However, such determination shall be reviewable by the arbitrator, should the matter become the subject of an arbitration proceeding in accordance with this Agreement. In any case, the disciplined employee, upon request will be allowed to discuss his discharge or discipline with his steward or other authorized representatives of the Union, and the Employer will make available an area where he may do so before he may be required to leave the premises.

SECTION 2. DISPUTES AS TO DISCIPLINE AND DISCHARGE

When the Employer feels there is just cause for a disciplinary or discharge action to be taken against an employee, the action may be processed by the Union as a grievance matter at the 2nd. step of the grievance procedure within ten (10) work days of receipt of such notification, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

SECTION 3. REINSTATEMENT

If, in any case where an employee has been suspended pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions of employment as may be determined by the arbitrator.

SECTION 4. LIMITATIONS

An employee shall not be disciplined for acts which occurred more than ninety (90) days from date of discovery and prior to the imposition of the discipline.

ARTICLE XVIII 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. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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 be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any 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, appropriate Union representatives who are employees shall be allowed to:

1. Post Union Notices;
2. Distribute Union literature;
3. Solicit Union membership during other employee's non-working time;
4. Transmit communications authorized by the Local Union or its officers to the Employer or his representatives;
5. Consult with the Employer or his representatives, Local Union

officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

SECTION 3. CONTRACT NEGOTIATIONS

The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

SECTION 4. WORK RULES

a. The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been agreed upon by the Employer and the Union, and in addition, have been posted prominently on all bulletin boards for a period of five (5) consecutive work days.

b. Employees shall comply with all existing rules that are not in conflict with the terms of this agreement, provided the rules are uniformly applied and uniformly enforced.

c. An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

SECTION 5. PROTECTION AND SECURITY FOR EMPLOYEES

The Employer shall provide adequate security and protection at all work installations for all employees during their respective work shifts, according to New York State Law in such cases provided.

SECTION 6. JOINT SAFETY COMMITTEE

The Employer and the Union agree jointly to 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 investigations 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 program 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.
- f. Any employee who knowingly endangers another employee shall be disciplined based on the committee's recommendations.

SECTION 7. FULL WORK CREWS

SNOW REMOVAL: Snow plows shall be operated with no less than two (2) operators. Sanders shall be operated with one (1) operator.

SECTION 8. TEMPORARY EMPLOYEES

a. Temporary employees may be hired to supplement the regular permanent work force during seasonal peak periods or emergencies. Said employees are occasional workers in nature and will be used on an as needed basis. Temporary employees will not be utilized to fill vacant positions that are permanent and unless there are no permanent employees available, will only be utilized for entrance level positions.

b. Temporary employees shall receive the same starting rate of pay as permanent employees within the same classification as per Appendix A Section d.

c. Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from the original date of hire as a temporary employee.

SECTION 9. 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 10. SUPERVISORY EMPLOYEES

Working foremen and other supervisory employees shall not engage in work properly belonging or assigned to other employees in the bargaining unit, except in cases where an emergency exists and no qualified person is available.

SECTION 11. SAFETY ENFORCEMENT

No employee shall be required to perform work that endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules, or any local, state or federal health or safety laws. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action.

SECTION 12. UNIFORMS

The employer shall provide to each employee three (3) changes of uniforms weekly at no cost to the employee.

SECTION 13. WORK SHOES

The Employer shall supply safety-toe footwear meeting the requirements and specifications of the American National Standard Institution for each regular employee covered by this Agreement up to a maximum of \$90.00 per pair, upon need with approval of the Highway Superintendent.

**ARTICLE XIX
STRIKES AND LOCKOUTS**

SECTION 1. LOCKOUTS

No lockouts 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 XX
CONTRACTING AND SUB-CONTRACTING PUBLIC WORK**

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 XXI
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 a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXII
MAINTENANCE OF BENEFITS**

Any benefit presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefits is a part of this Agreement, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed between the Union and the Employer.

**ARTICLE XXIII
TOTAL AGREEMENT**

Notwithstanding any personnel Rules and Regulations, Local Law, or other laws that previously were in effect to the contrary, the foregoing constitutes the entire agreement between the parties and shall supersede any and all such previous rules, regulations and laws, and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede, or vary the provisions herein.

**ARTICLE XXIV
STATUTORY PROVISION**

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.

**ARTICLE XXV
TERMINATION AND MODIFICATION**

This Agreement shall be effective as of the 1st day of January, 2008, and shall remain in full force and effect until the 31st day of December, 2010. 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, this Agreement shall remain in effect during 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.

The prior collective bargaining agreement between the parties which became effective as of January 1, 2005, and was to remain in full force and effect until December 31, 2007, shall be terminated and canceled as of the effective date of this Agreement, January 1, 2008.

IN WITNESS WHEREOF, the parties hereto have set their hands.

FOR THE TOWN OF VAN BUREN, NEW YORK:

Charles J. Sykes
Town Supervisor

4, 4, 08
Date

FOR NEW YORK COUNCIL 66 AND LOCAL 2660 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:

Ray A. L. [unclear]
New York Council 66

4, 4, 08
Date

Lawrence W. Borje
Local Union President

4, 4, 08
Date

Dave Johnson
Committeeman

4, 4, 08
Date

John [unclear]
Committeeman

4, 4, 08
Date

[unclear]
Committeeman

4, 4, 08
Date

APPENDIX "A"

WAGE SCHEDULE

a. The following wage schedule and classification shall become effective as of January 1, 2008 and reflects a three percent (3%) increase effective January 1, 2008, a three percent (3%) increase effective January 1, 2009, and a three percent (3%) increase effective January 1, 2010:

| <u>Classification</u> | <u>January 1, 2008</u> <u>Hourly Rate</u> | <u>January 1, 2009</u> <u>Hourly Rate</u> | <u>January 1, 2010</u> <u>Hourly Rate</u> |
|-----------------------------------|--|--|--|
| Laborer | 16.00 | 16.48 | 16.97 |
| <hr/> | | | |
| Heavy Motor Equipment Operator | 19.01 | 19.58 | 20.17 |
| <hr/> | | | |

b. Whenever any employee is involved in doing mechanical repair work, including welding, that such employee shall be paid twenty cents (\$.20) an hour in addition to his regular hourly rate of pay for all hours worked in such capacity.

c. For purposes of this Agreement, all present employees covered by this Agreement shall be classified as **HEAVY EQUIPMENT OPERATOR**.

d. Effective January 1, 1991 any new employee shall start at a rate of \$3.00 less their classes rate for a period of six (6) months.