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#### Contract Database Metadata Elements

Title: **Lysander, Town of and International Brotherhood of Teamsters (IBT), Local 317 (2001) (MOA)**

Employer Name: **Lysander, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **317**

Effective Date: **07/01/01**

Expiration Date: **06/30/05**

PERB ID Number: **9110**

Unit Size:

Number of Pages: **44**

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BC/9110

**COLLECTIVE  
BARGAINING  
AGREEMENT**

between the

**TOWN OF  
LYSANDER**

and

**TEAMSTERS  
LOCAL 317**

July 1, 2001 – June 30, 2005

# Collective Bargaining Agreement

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## **ARTICLE 1 PREAMBLE**

### **1.1 *Notice of Agreement***

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Lysander, hereinafter referred to as the "Employer", and Teamsters Local 317, hereinafter referred to as the "Union."

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **2.1 *Management Rights Clause***

**2.1.1** The rights and responsibilities to operate and manage the business and affairs of the Employer are vested exclusively in the Employer and the Employer not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Employer unless expressly provided otherwise in this collective bargaining agreement.

**2.1.2** There will be no lay-off of current employees as a direct result of the Employer's decision to contract or subcontract bargaining unit work.

## ARTICLE 3 UNION RIGHTS

### 3.1 *Recognition*

**3.1.1 Recognition:** The Employer recognizes the Union as the exclusive collective-bargaining representative with respect to all terms and conditions of employment for employees identified in 3.2.1, below. (Reference PERB Case Number C-4708).

### 3.2 *Definition of Bargaining Unit*

**3.2.1 Inclusion (Highway Unit):** Included in the bargaining unit are all full-time, part-time and seasonal laborers, motor equipment operators, and any other employees of the Highway Department who regularly perform work operating, repairing, or maintaining Highway Department vehicles or equipment or maintaining Town highway facilities.

**3.2.2 Exclusion (Highway Unit):** Excluded from the bargaining unit are the Superintendent of Highways, Deputy Highway Superintendent, supervisory employees (including working foreman), and clerical employees.

**3.2.3 Inclusion (Park Unit):** Included in the bargaining unit are all full-time, part-time, and seasonal laborers, the maintenance supervisor, and any other employees of the Park Department who regularly perform work operating, repairing, or maintaining the Park Department's maintenance vehicles, maintenance equipment, Park facilities and Park properties.

**3.2.4 Exclusion (Park Unit):** Excluded from the bargaining unit are all elected officials, the Parks & Recreation Director, office clerical, and all other employees.

**3.2.5 Regular Full-time Employee:** A regular full-time employee shall mean and refer to an employee who is regularly scheduled to work a minimum of forty hours per week.

**3.2.6 Seasonal Full-time Employee:** A seasonal full-time employee shall mean and refer to an employee who is scheduled to work a minimum of forty hours per week during a given season.

**3.2.7 Supplemental Employee:** A supplemental employee shall mean and refer to an employee who is called in to work on an "as-needed" basis.

**3.2.8 Definition of Employee:** Hereinafter, the word "employee" shall mean an employee serving in a position in the bargaining unit.



### **3.3 Union Membership/Agency Shop**

**3.3.1 Union Membership:** An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Employer and the Employer shall deduct and remit the dues, initiation fees, and/or assessments in accordance with 3.3.3, below.

**3.3.2 Agency Shop:** An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Employer shall deduct and remit the service fee in accordance with 3.3.3, below.

**3.3.3 Dues/Fees:** The Employer shall deduct membership dues or agency shop fees, as the case may be, from the pay of each employee at the close of each pay period and remit the sum to the Union. The Union shall notify the Employer of the amount to be deducted.

### **3.4 Leave for Grievances and Hearings**

**3.4.1 Eligible Employees:** One employee designated by the Union shall be allowed release time, without loss of pay or leave credits, for the following activities: to investigate and present grievances; to attend grievance arbitration hearings; to attend conferences and hearings of the New York State Public Employment Relations Board.

**3.4.2 Requests for Release Time:** Requests for the use of grievance or hearing release time shall be made to the Superintendent of Highways as far in advance as possible. Requests shall not be unreasonably denied. An employee requesting such leave shall not leave the worksite until it has been approved by the Superintendent of Highways.

### **3.5 Leave for Negotiations**

**3.5.1 Eligible Employees:** One employee designated by the Union shall be allowed release time, without loss of pay or leave credits, to attend collective-bargaining meetings scheduled by the Employer and the Union.

**3.5.2 Requests for Release Time:** Requests for the use of negotiation release time shall be made to the Superintendent of Highways as far in advance as possible. Requests shall not be denied.

### **3.6 *Bulletin Boards***

**3.6.1. Location:** The Employer shall provide space for a bulletin board in an accessible place for the posting of Union notices and matters relating to official Union business.

### **3.7 *Meeting Rooms***

**3.7.1 Access:** The Union may use the Employer's conference rooms or other designated rooms for meetings, provided the room is available. The Union shall obtain prior approval from the Employer.

### **3.8 *Access to Employer Premises***

**3.8.1 Union Representatives:** Representatives of Teamsters Local 317 shall be allowed access to the Employer's premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Superintendent of Highways or the Town Supervisor.

## **ARTICLE 4 EMPLOYEE RIGHTS**

### **4.1 *Personnel File***

**4.1.1 Employee Access:** An employee may review and copy the contents of the employee's own personnel file. The employee must make an appointment with the Superintendent of Highways. The Superintendent of Highways, or designee, must be present when the employee inspects the file.

**4.1.2 Union Access:** With the written consent of the employee, a representative of the Union shall be allowed to review and copy the contents of the employee's personnel file.

**4.1.3 Change in Status:** An employee must immediately notify the Superintendent of Highways of a change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

## **4.2 Seniority**

**4.2.1 Service Seniority:** Seniority shall be determined by the employee's length of continuous service with the Town of Lysander. The principles of seniority shall prevail at all times. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, bidding for jobs, vacations, and overtime.

**4.2.2 Computation of Seniority:** For the purpose of calculating the length of service of a regular full-time employee, one year shall be credited for each year of service beginning on the employee's initial date of hire. For the purpose of calculating length of service of a seasonal full-time employee or a supplemental employee, one year of service shall be credited for every 2088 hours of paid work and paid leave.

**4.2.3 Seniority List:** A list of employees arranged in order of their seniority shall be posted on the Union bulletin board. Each employee's Civil Service classification and seniority date shall be included on this posting. Within thirty calendar days from making additions to and/or deletions from this list, the Employer shall forward a copy of the amended list to the Union.

**4.2.4 Loss of Seniority:** Seniority shall be broken only by discharge for just cause, voluntary quit, or more than three years' layoff. An employee on layoff who works a total of five cumulative days within any twelve month year layoff period from the employee's date of layoff shall be granted an additional three year layoff period from the date the employee worked such fifth day before such employee's seniority shall be broken.

**4.2.5 Workers' Compensation:** An employee who is on Workers' Compensation and is not on the payroll shall continue to accrue seniority as if the employee was in regular pay status. Such leave shall not be considered as a break in "continuous service" and the employee's anniversary date shall not be adjusted.

## **4.3 Layoff Procedure**

**4.3.1 First to be Laid Off:** In the event of a reduction in a job title within the bargaining unit, the employee within the affected job title with the least service seniority shall be the first to be laid off.

**4.3.2 Bumping Rights:** An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee meets the minimum qualifications of the job title. A seasonal full-time employee may not bump a regular full-time employee.

**4.3.3 Supplemental Employees:** A supplemental employee, by definition of “as-needed”, shall not be entitled to the provisions set forth in 4.3 (Layoff Procedure) or 4.4 (Recall Procedure).

#### **4.4 Recall Procedure**

**4.4.1 Recall to Same Job Title:** In the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority shall be offered the position. This process shall be followed until each laid-off employee who was within that job title has been recalled to that job title.

**4.4.2 Notice of Recall to Same Job Title:** The Employer shall notify the laid-off employee of the vacancy in 4.4.1 by means of certified mail sent to the employee’s last known address. In the event the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

**4.4.3 Recall to Different Job Title:** In the event there is a vacancy following a layoff in a new or existing job title within the bargaining unit, the Employer shall post the position in accordance with 8.1.1, below, and the laid-off employee shall be eligible to bid on the position in accordance with 8.1.2, below.

**4.4.4 Notice of Recall to Different Job Title:** The Employer shall notify the laid-off employee of the vacancy in 4.4.3 by means of certified mail sent to the employee’s last known address. In the event the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee will not be notified of any subsequent openings in that job title.

**4.4.5 Recall Rights:** An employee who is laid off will be listed on a recall roster for three years following the effective date of the layoff. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

## ARTICLE 5 DUE PROCESS PROCEDURES

### 5.1 *Grievance Procedure*

**5.1.1 Definition:** For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

**5.1.2 Step One - Formal Grievance:** The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the Superintendent of Highways within fourteen calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Superintendent of Highways shall issue a written response to the grievance, which shall be given to Local 317, the designated representative of the Union, and the employee(s).

**5.1.3 Step Two - Appeal:** If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within seven calendar days after receiving the appeal, the Town Supervisor shall issue a written response to the grievance, which shall be given to Local 317 and the designated representative of the Union.

**5.1.4 Step Three - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

The Employer and the Union shall share the fees of the arbitrator equally.

## **5.2 Probation (new hires)**

**5.2.1 Length of Probationary Period:** Except as otherwise provided in the rules of the Onondaga County Civil Service, an employee's original appointment to a position in the non-competitive or labor class shall be for a probationary period of twenty-six weeks.

**5.2.2 Failure to Successfully Complete Probationary Period:** In the event the employee's performance or conduct is not satisfactory, the Employer may dismiss the employee from employment at any time on or before completion of the probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

## **5.3 Disciplinary Procedure**

**5.3.1 Discipline for Just Cause:** The Employer shall not subject an employee who has completed probation, as defined in 5.2.1, above, to any disciplinary action or penalty except for just cause.

**5.3.2 Rights to Union Representation:** An employee who is called for purposes of investigating a matter that could lead directly to discipline, may, if the employee so chooses, request the presence of a designated representative of the Union during the interrogation.

**5.3.3 Notice of Discipline:** The Employer shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. A copy of the notice shall be simultaneously sent to Local 317 and the designated representative of the Union.

**5.3.4 Disciplinary Hearing:** In the event the Union disagrees with the disciplinary action, the Union may appeal the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor shall issue a written response, which shall be given to the designated representative of the Union.

**5.3.5 Appeal of Disciplinary Action:** In the event the penalty is a reprimand and the Union is not satisfied with the response of the Town Supervisor, the Union may submit a letter of protest which shall be put in the employee's personnel file. In the event the penalty is greater than a reprimand and the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor within seven calendar days of receiving the response from the Town Supervisor or when the response should have been received.

**5.3.6 Selection of Arbitrator:** Selection of the arbitrator shall be made from an established panel of five arbitrators. The panel of arbitrators shall be established by mutual agreement between the Employer and the Union and published in a memorandum of agreement. The Business Agent assigned to the bargaining unit shall contact each of the five arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date.

**5.3.7 Conduct of Arbitration:** All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law.

**5.3.8 Costs of Arbitration:** The Employer and the Union shall share the cost of the arbitrator equally.

**5.3.9 Civil Service Rights:** The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

**5.3.10 Purging of Reprimands:** A warning notice shall be purged from an employee's record after twelve months from the date the warning was issued, provided the employee has no additional violations of a work rule or performance standard during said twelve-month period. A suspension shall be purged from an employee's record after twenty-four months from the date the suspension was imposed, provided the employee has no additional violations of a work rule or performance standard during said twenty-four month period.

## ARTICLE 6 HOURS OF WORK

### 6.1 *Work Schedule*

**6.1.1 Workday:** The Superintendent of Highways will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department.

**6.1.2 Workweek:** The standard workweek shall be forty hours and consist of five consecutive eight hour days running from Monday through Friday.

**6.1.3 Compressed Workweek:** The Employer may schedule employees to work four ten-hour days. During the period of this "compressed workweek": a regular full-time employee who takes a full day of sick leave will have ten hours (1 ¼ days) deducted from the employee's sick leave credits; a regular full-time employee who takes a full day of vacation leave will have ten hours (1 ¼ days) deducted from the employee's vacation leave credits; a regular full-time employee who takes personal leave will have ten hours (1 ¼ days) deducted from the employee's personal leave credits; and, a regular full-time employee who takes bereavement leave will have one day deducted from the maximum allotment. The Employer's exercise of this four ten-hour day option shall not establish any precedent or commitment to reinstate a compressed workweek at any time in the future.

**6.1.4 Overtime:** The Employer may require an employee to work additional hours beyond the employee's normal workday and workweek. However, no employee shall be required to work an unreasonable amount of overtime. An employee shall have at least nine hours off duty between shifts unless the employee wishes otherwise. An employee must receive prior approval from the Superintendent of Highways before working additional hours.

**6.1.5 Schedule Changes:** The Employer may not unilaterally change an employee's regular work schedule for the sole purpose of avoiding the payment of overtime in a given week.



**6.1.6 Equalization of Overtime:** In the event there is an opportunity in a given title to work additional hours beyond the normal workday or workweek, the opportunity shall first be offered to the regular full-time employee or active seasonal full-time employee in that job title with the least number of overtime hours. An employee who refuses the opportunity, or is not available, will be charged as if the employee had worked the assignment.

In the event no employee volunteers, the work shall be assigned to the regular full-time employee or active seasonal full-time employee in that job title with the least number of overtime hours.

In the event the Employer makes an error in the assignment of additional hours, the Employer shall offer the employee who should have been offered the additional hours the next opportunity to work additional hours.

**6.1.7 Time Records:** An employee must record all hours worked in each workday in a manner to be determined by the Employer.

## **6.2 Absences**

**6.2.1 Notification:** In the event an employee is unable to report to work, the employee must notify or leave a message with the Superintendent of Highways each day of the absence and state the reason for the absence. In the event the absence is due to a long-term illness or injury, this requirement will be waived.

**6.2.2 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify or leave a message with the Superintendent of Highways at least one hour before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence.

**6.2.3 Early Departure:** In the event an employee must leave work, except for an emergency, the employee must notify and receive approval from the Superintendent of Highways prior to leaving.

**6.2.4 Absence Without Leave:** An employee who is absent from work for three full consecutive scheduled workdays without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

### **6.3 Meal Period**

**6.3.1 Approval of Meal Periods:** Meal periods must be approved by the Superintendent of Highways. Meal periods must normally be taken in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, an employee may normally leave the worksite during the meal period.

### **6.4 Break Period**

**6.4.1 Rest Breaks:** An employee will normally receive a paid, duty-free rest break of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest break of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. An employee who chooses not to take a rest break will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

### **6.5 Clean-up Period**

**6.5.1 End of Workday:** An employee will receive ten minutes at the end of the employee's workday to wash and prepare to leave work. An employee who chooses not to take this time to clean-up will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

## **ARTICLE 7 PERFORMANCE APPRAISAL**

### **7.1 Purpose**

**7.1.1 Purpose and Criteria:** The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria which properly reflects the employee's performance.

### **7.2 Procedure**

**7.2.1 Frequency:** An employee will be formally evaluated at least once each year on a date determined by the Employer. Informal evaluations will occur on an as needed basis. The Employer's failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of its right to perform such evaluations at any time in the future.

**7.2.2 Post-evaluation Conference:** After an evaluation, the evaluator will meet with the employee to review the employee's performance appraisal report.

**7.2.3 Deficiencies:** Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

**7.2.4 Employee Reply:** An employee's written reply, if any, will be attached to the performance appraisal report.

**7.2.5 Union Notification:** A copy of the evaluation and any recommendations shall be sent to Local 317 and the designated representative of the Union.

## **ARTICLE 8 VACANCIES & PROMOTIONS**

### **8.1 *Notification of Vacancies***

**8.1.1 Posting:** In the event there is a vacancy in a new or existing position which the Employer intends to maintain, the vacancy will be posted for at least seven calendar days on the Union bulletin board.

**8.1.2 Application:** Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by signing the posting. In the event that operational needs require the immediate filling of the vacancy, a temporary appointment may be made.

### **8.2 *Appointment to Vacancies***

**8.2.1 Selection:** In the event there is a vacancy in a new or existing job title, the Employer shall select the most qualified applicant. In the event there are two or more applicants with relatively equal qualifications, seniority shall be the deciding factor.

### **8.3 *Probationary Period (Promotion/Transfer)***

**8.3.1 Duration:** An employee who is promoted or transferred into a new position shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Employer may rescind the promotion or transfer and the employee shall be reinstated to the employee's previous position. At any time during the probationary period, the employee may retreat to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

## ARTICLE 9 COMPENSATION

### 9.1 Wages

**9.1.1 Hourly Rate (Highway Unit):** The job rate set forth below shall be the applicable hourly rate of pay for the period January 1, 2002 through December 31, 2002.

Job Title	Job Rate
MEO (Highway Unit)	\$15.79
Laborer (Highway Unit)	\$11.21

**9.1.2 New Hire Rate:** A newly hired employee in the Highway Department shall receive one dollar below the job rate during the first six months of employment and fifty cents below the job rate for the second six months of employment. A newly hired full-time seasonal employee in the Park Department will receive an hourly rate of \$7.20.

**9.1.3 Pay Increases:** Bargaining unit members shall receive the same increases in wages or benefits received by full-time non-bargaining unit employees of the Town of Lysander; notwithstanding this provision, the Employer may increase the pay of up to two full-time non-bargaining unit employees during the term of this collective bargaining agreement without adjusting the pay of bargaining unit members. Further, pay adjustments due to a substantial change in a given employee's duties and/or responsibilities shall not be included.

**9.1.4 Longevity Stipend:** A regular full-time employee shall receive an annual stipend for each five full calendar years of service completed on or before January 1<sup>st</sup> in accordance with the following schedule. Payment will be made on the first pay date in the subsequent fiscal year. A seasonal full-time or supplemental employee is not eligible for the longevity stipend.

AN EMPLOYEE WHO HAS COMPLETED:	WILL RECEIVE:
5 through 9 years of service	\$150
10 through 14 years of service	\$350
15 through 19 years of service	\$600
20 through 24 years of service	\$900
25 or more years of service	\$1250

## **9.2 Premium Pay for Overtime**

**9.2.1 Authorization:** An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

**9.2.2 Overtime Rate:** An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. During a "compressed workweek" an employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over ten hours in a given workday or forty hours in a given workweek. An employee will not have the option of receiving "compensatory time" in lieu of paid overtime.

**9.2.3 Credit for Paid Leave:** Personal leave, vacation leave, holidays, sick leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime. All military leave will not be included as time worked in the computation of overtime.

## **9.3 Call-In Pay**

**9.3.1 Compensation:** In the event an employee is called in to work after the employee's regular quitting time and the employee has left the worksite, or on the employee's scheduled day off, the employee shall be guaranteed at least three hours of work and will be paid one and one-half times the employee's regular hourly rate of pay. However, in the event the employee completes the initial project and refuses to accept an additional non-emergency assignment, the employee will only be paid for the actual hours worked at one and one-half times the employee's hourly rate of pay.

## **9.4 Out of Title Pay**

**9.4.1 Compensation:** In the event an employee temporarily works in a higher classification, the Employer shall pay the employee at the higher hourly rate. If an employee temporarily works in a lower classification, the employee's hourly rate shall not be reduced.

## **9.5 Pay Period**

**9.5.1 Payroll Period:** The payroll period will begin on Sunday at 12:01 a.m. and end fourteen calendar days later on Saturday at 12:00 midnight.

**9.5.2 Pay Date:** Paychecks will be issued on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

## ARTICLE 10 PAID LEAVE

### 10.1 Holidays

**10.1.1 Designated Holidays:** The following holidays shall be observed.

- New Year's Day
- Memorial Day
- Columbus Day
- Thanksgiving Day
- Martin Luther King Day
- Independence Day
- Election Day
- Day after Thanksgiving
- Presidents' Day
- Labor Day
- Veterans' Day
- Christmas Day

In the event Christmas Eve and New Year's Eve fall on a workday, the second one-half of the normal workday will be allowed as a legal holiday on Christmas Eve and New Year's Eve.

**10.1.2 Holiday Occurs on Days Off:** In the event a designated holiday occurs on a day for which a regular full-time employee (or active seasonal full-time employee) is not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as the case may be.

**10.1.3 Holiday Pay:** A regular full-time employee (or active seasonal full-time employee) who does not work on a designated holiday shall be paid for the day at such employee's regular daily rate of pay. A supplemental employee is not eligible for holiday pay.

**10.1.4 Assigned to Work on a Holiday:** Effective upon ratification of this successor collective bargaining agreement, a regular full-time employee, active seasonal full-time employee, or supplemental employee who does work on Thanksgiving Day, Christmas Day or New Years Day shall be paid for all hours worked at two times the employees regular hourly rate of pay plus "holiday pay". This provision shall not be a precedent for the bargaining of double-time payment for additional holidays in future successor collective bargaining agreements. A regular full-time employee, active seasonal full-time employee, or supplemental employee who does work on any other designated holiday shall be paid for all hours worked at one and one-half times the employee's regular hourly rate of pay plus "holiday pay".

**10.1.5 Holiday During Scheduled Leave:** In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, paid sick leave, or paid bereavement leave, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.



## 10.2 Vacation Leave

**10.2.1 Allowance:** A regular full-time employee who has completed one year of continuous service shall be credited with forty hours of paid vacation leave on the employee's anniversary date. A regular full-time employee who has completed two years or more of continuous service shall be credited with paid vacation leave in accordance with the following schedule for use in the current calendar year. A seasonal full-time employee or supplemental employee is not eligible for paid vacation leave but may be allowed to take time off without pay provided the employee has prior approval from the Superintendent of Highways.

AN EMPLOYEE WHO WILL COMPLETE:	WILL BE CREDITED WITH:
2 years of service	80 hours
3 years of service	88 hours
4 years of service	96 hours
5 years of service	104 hours
6 years of service	120 hours
7 or 8 years of service	128 hours
9 or 10 years of service	136 hours
11 or 12 years of service	144 hours
13 or 14 years of service	160 hours
15, 16, or 17 years of service	168 hours
18, 19, or 20 years of service	176 hours
21, 22, or 23 years of service	184 hours
24 and over years of service	200 hours

**10.2.2 Accumulation:** An employee may carry up to forty hours of vacation credits into the next calendar year. The employee must use all other vacation credits before the end of the calendar year. Any vacation leave credits in excess of forty hours remaining unused at the close of business on the last day of the calendar year will be canceled.

**10.2.3 Scheduling:** Vacation leave may be used in half-day increments. An employee must receive prior approval from the Superintendent of Highways to take vacation leave. The request must be submitted, in writing, to the Superintendent of Highways as far in advance as possible. The Superintendent of Highways will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority.

**10.2.4 Requirement to Work in an Emergency:** An employee shall not be required to work while on vacation except in an emergency situation. An employee who is required to work on an previously approved vacation day shall be paid for all hours worked at one and one-half times the employee's regular hourly rate of pay plus the employee's "vacation pay".

**10.2.5 Termination of Employment:** An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign must give written notice at least two weeks in advance of the last day of employment. An employee who leaves employment due to disciplinary action will not receive payment for unused vacation leave credits.

### **10.3 Sick Leave**

**10.3.1 Allowance:** A regular full-time employee will be credited with eight hours of paid sick leave on the first day of each month. An employee may take paid sick leave only after it has been credited. An active seasonal full-time employee will be eligible to take up to twenty-four hours of paid sick leave between November 1<sup>st</sup> and April 30<sup>th</sup> of each year. A supplemental employee is not eligible for paid sick leave but may be allowed to take time-off without pay provided the employee has prior approval from the Superintendent of Highways.

**10.3.2 Accrual During Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Workers' Compensation claim.

**10.3.3 Accumulation:** An employee may accumulate sick leave credits to a maximum of sixteen hundred hours (200 eight-hour days). Any sick leave credits in excess of sixteen hundred hours will be cancelled.

**10.3.4 Use of Sick Leave:** Sick leave credits may be used in one-hour increments. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments that cannot be scheduled during non-work hours.

**10.3.5 Family Sick Leave:** An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. The employee may use up to forty hours of sick leave credits each calendar year for family sick leave, which will be subtracted from the employee's accumulated sick leave credits. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child.

**10.3.6 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify or leave a message with the Superintendent of Highways at least one hour before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence.

**10.3.7 Medical Verification:** The Employer may require medical verification of an employee's absence if the Employer perceives the employee is demonstrating a pattern of sick leave abuse or has used an excessive amount of sick leave. The medical verification must state that there was a medical inability to perform the employee's regular work duties. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

**10.3.8 Return to Work:** After an extended leave due to an injury or illness, the Employer may require medical verification of an employee's ability to perform the employee's normal job duties. Upon such request, the employee must submit a statement from the employee's health care provider indicating that the employee is able to return to work.

**10.3.9 Retirement Credit:** Upon retirement, an employee who retires from the Town of Lysander and is eligible for a retirement benefit from the New York State Retirement System may, in accordance with Section 41(j) of the New York State Retirement System, use up to one hundred and sixty five days of the employee's accumulated sick leave credits to increase service credit toward retirement.

**10.3.10 Termination of Employment:** An employee who resigns, retires, is laid off, or whose employment is terminated for any other reason will not receive payment for unused sick leave credits.

## **10.4 Personal Leave**

**10.4.1 Allowance:** A regular full-time employee will be credited with twenty-four hours of paid personal leave on the first day of January of each year for use during that year. A seasonal full-time employee will be credited with eight hours of paid personal leave on the first day of the season for use during that season. An employee may take paid personal leave only after it has been credited. A supplemental employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided the employee has prior approval from the Superintendent of Highways.

**10.4.2 New Employees:** An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on the first day of January for the personal leave credits for the subsequent year.

**10.4.3 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be canceled.

**10.4.4 Scheduling:** Personal leave credits may be used in one-hour increments. An employee must receive prior approval from the Superintendent of Highways to take personal leave. The Superintendent of Highways will have total discretion in the approval of personal leave, a reasonable request will not be denied.

**10.4.5 Termination of Employment:** An employee who resigns, retires, is laid off, or whose employment is terminated for any other reason will not receive payment for unused personal leave credits.

## **10.5 Bereavement Leave**

**10.5.1 Immediate Family:** In the event of a death of a regular full-time employee's immediate family member, the employee may take a paid leave of absence for up to three consecutive scheduled workdays. Such leave will not be subtracted from any of the employee's leave credits. Bereavement leave may be extended at the discretion of the Superintendent of Highways. A seasonal full-time employee or supplemental employee is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the employee has prior approval from the Superintendent of Highways.

**10.5.2 Definition of Immediate Family:** For the purposes of bereavement leave, immediate family shall be deemed to be spouse, child, parent, sibling, grandparent, spouse's parent, or a person who is an actual member of the employee's household.

## **10.6 Jury Duty**

**10.6.1 Paid Leave of Absence:** In the event regular full-time employee or seasonal full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits. A supplemental employee is not eligible for paid jury duty leave.

**10.6.2 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways.

**10.6.3 Return to Duty:** In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

## **ARTICLE 11 UNPAID LEAVE**

### **11.1 Extended Leave**

**11.1.1 General Terms:** Subject to the approval of the Town Board, an unpaid leave of absence shall be available to a regular full-time employee or seasonal full-time employee for personal reasons including, but not limited to, personal illness and family responsibilities.

**11.1.2 Medical Insurance:** Medical insurance will be carried for a regular full-time employee on sick leave for up to an additional ninety calendar days after the employee's sick leave is exhausted. Otherwise, an employee on an approved unpaid leave of absence shall continue to be eligible for medical insurance coverage in accordance with COBRA provided the employee makes the full premium payments. All other benefits shall be suspended.

**11.1.3 Return to Work:** An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Superintendent of Highways, at least seven calendar days in advance. An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

**11.1.4 Change in Status:** If the reason for the unpaid leave of absence changes, the employee must reapply or return to work.

## **ARTICLE 12 INSURANCE**

### **12.1 *Medical and Dental Insurance***

**12.1.1 Coverage:** The Town shall participate in the New York State Teamster Health and Hospital Fund High Option all benefit plan in accordance with the standard fund participation agreement (excluding seasonal and supplemental employees). The effective date of coverage will begin in accordance with the rules and procedures established by the plan. In no event shall the Employer be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical or dental bill or expense not covered or reimbursed by the insurance plan.

**12.1.2 Premium Payment:** Effective upon execution of the appropriate plan documents, the Employer will pay one hundred percent of the monthly premium for the health and welfare plan for each eligible regular full-time employee and their dependents. Effective June 30, 2005, the Employer contribution toward the monthly premium will revert to ninety percent and the employee contribution of ten percent will be deducted from the employee's regular paycheck.

### **12.2 Pre-Tax Premium Plan**

**12.2.1 Eligibility:** The Employer will make available a Pre-Tax Premium Plan in accordance with Section 125 of the Internal Revenue Service Code to each eligible regular full-time employee, provided the employee meets all eligibility requirements set forth in the plan.

### **12.3 Workers' Compensation Insurance**

**12.3.1 Coverage:** The Employer will make available a Workers' Compensation plan for job related injury or illness, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**12.3.2 Plan:** The Employer may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

**12.3.3 Reporting of Injury:** The employee should submit a written report of the injury to the Superintendent of Highways within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim.

**12.3.4 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When payment is made by the insurance company the employee shall reimburse the Employer for that portion of sick leave covered by insurance.

### **12.4 Short-Term Disability Insurance**

**12.4.1 Coverage:** The Employer will make available a short-term disability insurance plan in accordance with the New York State Disability Benefits Law for non-job related injury or illness to each eligible employee. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**12.4.2 Plan:** The Employer may, at its discretion, change carriers and/or offer an alternative short-term disability plan, provided the benefits are substantially equivalent to the current plan.

**12.4.3 Premium Payment:** The Employer will pay the full premium for short-term disability insurance for each eligible employee.

**12.4.4 Reporting of Injury:** The employee must submit a written report of the injury, on the proper form, to the Superintendent of Highways within twenty-four hours of the occurrence. If all qualifying conditions are met, insurance benefits will begin on the eighth consecutive day of disability. The employee will receive a copy of the report.

**12.4.5 Use of Sick Leave Credits:** In the event an employee becomes disabled, disability payments shall commence after the employee is out of work five consecutive working days. The employee may draw from the employee's sick leave credits in conjunction with disability payments to equal, but not exceed, the employee's regular daily rate of pay. When payment is made by the insurance company the employee shall reimburse the Employer for that portion of sick leave covered by insurance.

## **12.5 Long-Term Disability Insurance**

**12.5.1 Coverage:** The Employer will make available the same long-term disability insurance plan offered to those personnel employed by the Employer who are not covered by this collective bargaining agreement.

**12.5.2 Plan:** The Employer may, at its discretion, change carriers and/or offer an alternative long-term disability plan, or discontinue this benefit in its entirety, provided the plan is discontinued for all personnel employed by the Employer.

**12.5.3 Premium Payment:** The Employer will pay the full premium for long-term disability insurance for each eligible employee.



## **ARTICLE 13 RETIREMENT BENEFITS**

### ***13.1 New York State Employees' Retirement System***

**13.1.1 Summary:** The Employer will make available the New York State Employees' Retirement System pension plan to each eligible employee. An employee has a vested right to retirement benefits after ten years of eligible public sector service. In the event an employee leaves after ten years of service but prior to retirement age, such employee may receive a benefit at retirement age related to those years as a public sector employee.

### ***13.2 Medical Insurance***

**13.2.1 Summary:** As long as the Employer makes available medical insurance and makes premium payments for retired employees of the Town of Lysander, the Employer will make available to eligible retirees from the Highway Department and the Parks Department the same premium contributions under the same terms as it makes for other eligible retirees of the Town. Bargaining unit employees who retire after the effective date of this agreement and who are eligible for retiree health insurance coverage may elect to enroll in either the Union-sponsored plan or the Town-sponsored plan. In the event any such retiree elects to enroll in the Union-sponsored plan, the Town shall not, at any time, be obligated to make premium contributions which exceed, either in percentage or amount, the premium contributions, if any, available to retirees under the Town-sponsored plan.

## ARTICLE 14 GENERAL PROVISIONS

### 14.1 *Work Accouterments*

**14.1.1 Work Boots:** The Employer shall reimburse a regular full-time employee up to a maximum of one hundred dollars per year for safety-toed boots, or equivalent, for use on-the-job. A corresponding receipt and signed claims voucher must be submitted to the Superintendent of Highways for approval before submission of the claim to the Comptroller for processing. Any taxes paid on the purchase shall not be reimbursed. A seasonal full-time employee or supplemental employee is not eligible for the boot allowance.

**14.1.2 Uniforms:** The Employer shall provide and clean the uniforms in accordance with past practice.

### 14.2 *Driver's License*

**14.2.1 Requirement to Possess a Driver's License:** An employee who is required to drive either a Employer-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Employer, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

**14.2.2 Requirement to Possess a Commercial Driver's License:** An employee who operates a vehicle which requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

**14.2.3 Loss or Suspension of Commercial Driver's License:** An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the appropriate Superintendent of Highways in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Employer. An employee who is required to possess a Commercial Driver's License must notify the appropriate Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

### **14.3 Drug & Alcohol Testing**

**14.3.1** The Drug and Alcohol Testing policy and procedures in effect at the date of the execution of this collective bargaining agreement shall remain in effect unless the parties mutually agree to negotiate changes to the policy or procedures.

### **14.4 Voluntary Payroll Deductions**

**14.4.1 DRIVE:** The Employer will deduct from the paycheck of an employee for voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer will remit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

**14.4.2 Credit Union:** The Employer will deduct from the wages of an employee certain amounts so designated by the employee which shall be remitted on a weekly basis to the *Beacon Federal Credit Union*.

## **ARTICLE 15 EXECUTION OF AGREEMENT**

### ***15.1 Duration of Agreement***

**15.1.1** This collective bargaining agreement shall be effective from July 1, 2001 through June 30, 2005, unless otherwise agreed to by the parties.

### ***15.2 Savings Clause***

**15.2.1** Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

**15.2.2** Upon the issuance of such decision, the Employer and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

**15.3 Legislative Action**

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

**15.4 Execution of Agreement**

**IN WITNESS WHEREOF**, the parties have caused this collective bargaining agreement to be signed by their respective representatives on \_\_\_\_\_, 2002.

**TOWN OF LYSANDER**

**TEAMSTERS LOCAL 317**

\_\_\_\_\_  
**Barry W. Bullis**  
**Town Supervisor**

\_\_\_\_\_  
**Mark May**  
**Business Agent**

\_\_\_\_\_  
**Michael A. Richardson**  
**Labor Relations Consultant**

\_\_\_\_\_  
**Steven Power**  
**Steward**

MEMORANDUM OF AGREEMENT  
between the

**TOWN OF LYSANDER**

and

**TEAMSTERS LOCAL 317**

PARKS DEPARTMENT

September 19, 2003

**PERSONNEL FILES:** Sections 4.1.1 and 4.1.3 of the Collective Bargaining Agreement are hereby amended to read as follows:

**4.1.1 Employee Access:** An employee may review and copy the contents of the employee's own personnel file. The employee must make an appointment with the employee's Department Head. The Department Head, or designee, must be present when the employee inspects the file.

**4.1.3 Change in Status:** An employee must immediately notify the employee's Department Head of a change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

**GRIEVANCE PROCEDURE:** Section 5.1.2 of the Collective Bargaining Agreement is hereby amended to read as follows:

**5.1.2 Step One - Formal Grievance:** The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the employee's Department Head within fourteen calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Department Head shall issue a written response to the grievance, which shall be given to Local 317, the designated representative of the Union, and the employee(s).

**HOURS OF WORK:** Sections 6.1.1 and 6.1.2 of the Collective Bargaining Agreement are hereby amended to read as follows:

**6.1.1 Workday:** The Department Head will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department.

**6.1.2 Workweek:** The standard workweek for an employee in the Highway Department shall be forty hours and consist of five consecutive eight-hour days running from Monday through Friday.

The standard workweek for a seasonal full-time employee in the Parks Department shall be forty hours and may include Saturday and Sunday assignments to work the "first shift". Weekend work shall be assigned on a rotational basis to seasonal full-time and seasonal part-time employees. For example, if there were a total of three seasonal full-time and seasonal part-time employees employed in the Parks Department, each seasonal full-time employee may be scheduled to work as follows:

Mon	Tue	Wed	Thur	Fri	Sat	Sun
8	8	8	8	8	Off	Off
8	8	8	8	8	Off	Off
Off	Off	9	9	9	6½	6½

During the week when a seasonal full-time employee in the Parks Department is scheduled to work the weekend, the employee may elect which days to be scheduled off with the approval of the Maintenance Supervisor or Department Head.

During the week when a seasonal full-time employee in the Parks Department is scheduled to work the weekend, an employee who takes a full day of sick leave or personal leave will have the relevant number of hours (9 or 6 ½) deducted from the employee's sick leave or personal leave credits, as the case may be.

**HOURS OF WORK (continued):** Section 6.1.4 of the Collective Bargaining Agreement is hereby amended to read as follows:

**6.1.4 Overtime:** The Employer may require an employee to work additional hours beyond the employee's normal workday and workweek. However, no employee shall be required to work an unreasonable amount of overtime. An employee shall have at least nine hours off duty between shifts unless the employee wishes otherwise. An employee must receive prior approval from the employee's Department Head before working additional hours.

**NOTIFICATION OF ABSENCES:** Sections 6.2.1, 6.2.2, and 6.2.3 of the Collective Bargaining Agreement are hereby amended to read as follows:

**6.2.1 Notification:** In the event an employee is unable to report to work, the employee must notify or leave a message with the employee's Department Head each day of the absence and state the reason for the absence. In the event the absence is due to a long-term illness or injury, this requirement will be waived.

**6.2.2 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify or leave a message with the employee's Department Head at least one hour before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence.

**6.2.3 Early Departure:** In the event an employee must leave work, except for an emergency, the employee must notify and receive approval from the employee's Department Head prior to leaving.



**MEAL PERIODS:** The Collective Bargaining Agreement is hereby amended by adding a new Section 6.3.2 as follows:

**6.3.2 Approval of Meal Periods (Parks):** Meal periods must be approved by the Parks and Recreation Director. Meal periods must normally be taken in the middle of the employee's workday. Unless otherwise directed by the Parks and Recreation Director or the Maintenance Supervisor, an employee may not leave the worksite during the meal period.

**OVERTIME:** Sections 9.2.1 and 9.2.2 of the Collective Bargaining Agreement are hereby amended to read as follows:

**9.2.1 Authorization:** An employee must receive prior approval from the employee's Department Head before working beyond the employee's normal workday or workweek.

**9.2.2 Overtime Rate:** An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek.

During a "compressed workweek", an employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over ten hours in a given workday or forty hours in a given workweek.

During the week when an employee in the Parks Department is scheduled to work the weekend, a seasonal full-time employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over nine hours from Monday through Friday and for all authorized time worked over six and one-half hours on a Saturday or Sunday.

An employee will not have the option of receiving "compensatory time" in lieu of paid overtime.

**PAYROLL PERIOD:** Section 9.5.1 of the Collective Bargaining Agreement is hereby amended to read as follows:

**9.5.1 Payroll Period:** The payroll period for the Highway Department will begin on Sunday at 12:01 a.m. and end fourteen calendar days later on Saturday at 11:59 p.m.

The payroll period for the Parks Department will begin on Monday at 12:01 a.m. and end fourteen calendar days later on Sunday at 11:59 p.m.

**VACATION LEAVE:** Sections 10.2.1 and 10.2.3 of the Collective Bargaining Agreement are hereby amended to read as follows:

**10.2.1 Allowance:** A regular full-time employee who has completed one year of continuous service shall be credited with forty hours of paid vacation leave on the employee's anniversary date. A regular full-time employee who has completed two years or more of continuous service shall be credited with paid vacation leave in accordance with the following schedule for use in the current calendar year. A seasonal full-time employee or supplemental employee is not eligible for paid vacation leave but may be allowed to take time off without pay provided the employee has prior approval from the employee's Department Head. [The schedule published in the current collective bargaining agreement remains as is.]

**10.2.3 Scheduling:** Vacation leave may be used in half-day increments. An employee must receive prior approval from the employee's Department Head to take vacation leave. The request must be submitted, in writing, to the Department Head as far in advance as possible. The Department Head will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority.

**SICK LEAVE:** Sections 10.3.1 and 10.3.6 of the Collective Bargaining Agreement are hereby amended to read as follows:

**10.3.1 Allowance:** A regular full-time employee will be credited with eight hours of paid sick leave on the first day of each month. An employee may take paid sick leave only after it has been credited. An active seasonal full-time employee in the Highway Department will be eligible to take up to twenty-four hours of paid sick leave between November 1<sup>st</sup> and April 30<sup>th</sup> of each year. An active seasonal full-time employee in the Parks Department will be eligible to take up to twenty-four hours of paid sick leave between April 1<sup>st</sup> and October 31<sup>st</sup> of each year. A supplemental employee is not eligible for paid sick leave but may be allowed to take time-off without pay provided the employee has prior approval from the employee's Department Head.

**10.3.6 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify or leave a message with the employee's Department Head at least one hour before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence.

**PERSONAL LEAVE:** Sections 10.4.1 and 10.4.4 of the Collective Bargaining Agreement are hereby amended to read as follows:

**10.4.1 Allowance:** A regular full-time employee will be credited with twenty-four hours of paid personal leave on the first day of January of each year for use during that year. A seasonal full-time employee will be credited with eight hours of paid personal leave on the first day of the season for use during that season. An employee may take paid personal leave only after it has been credited. A supplemental employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided the employee has prior approval from the employee's Department Head.

**10.4.4 Scheduling:** Personal leave credits may be used in one-hour increments. An employee must receive prior approval from the employee's Department Head to take personal leave. The Department Head will have total discretion in the approval of personal leave, a reasonable request will not be denied.

**BEREAVEMENT LEAVE:** Section 10.5.1 of the Collective Bargaining Agreement is hereby amended to read as follows:

**10.5.1 Immediate Family:** In the event of a death of a regular full-time employee's immediate family member, the employee may take a paid leave of absence for up to three consecutive scheduled workdays. Such leave will not be subtracted from any of the employee's leave credits. Bereavement leave may be extended at the discretion of the employee's Department Head. A seasonal full-time employee or supplemental employee is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the employee has prior approval from the employee's Department Head.

**JURY DUTY:** Section 10.6.2 of the Collective Bargaining Agreement is hereby amended to read as follows:

**10.6.2 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the employee's Department Head.

**UNPAID LEAVES OF ABSENCE:** Section 11.1.3 of the Collective Bargaining Agreement is hereby amended to read as follows:

**11.1.3 Return to Work:** An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the employee's Department Head at least seven calendar days in advance. An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

**REPORTING INJURIES:** Sections 12.3.3 and 12.4.4 of the Collective Bargaining Agreement are hereby amended to read as follows:

**12.3.3 Reporting of Injury:** The employee should submit a written report of the injury to the employee's Department Head within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim.

**12.4.4 Reporting of Injury:** The employee must submit a written report of the injury, on the proper form, to the employee's Department Head within twenty-four hours of the occurrence. If all qualifying conditions are met, insurance benefits will begin on the eighth consecutive day of disability. The employee will receive a copy of the report.

**SAFETY BOOTS:** The Town will continue the established past practice of reimbursing seasonal full-time employees in the Parks Department for up to a maximum of one hundred dollars per calendar year for safety-toed boots, or equivalent, for use on-the-job. A corresponding receipt and signed claims voucher must be submitted to the Parks and Recreation Director for approval before submission of the claim to the Comptroller for processing. Any taxes paid on the purchase shall not be reimbursed.

**IN WITNESS WHEREOF**, the parties have caused this memorandum of agreement to be signed by their respective representatives on October \_\_, 2003.

**TOWN OF LYSANDER**

**TEAMSTERS LOCAL 317**

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**Barry W. Bullis**  
Town Supervisor

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**Mark May**  
Business Agent

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**Michael A. Richardson**  
Labor Relations Consultant

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**Steven Power**  
Steward