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Agreement between

Local 200-C

Service Employees International Union AFL-CIO

and

Town of Geneseo

**Effective January 1, 2003
through December 31, 2005**

RECEIVED

MAY 03 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

6 Employees Covered

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION	3
ARTICLE 2 UNION SECURITY AND CHECKOFF	3
ARTICLE 3 MANAGEMENT SECURITY	4
ARTICLE 4 MANAGEMENT RIGHTS	5
ARTICLE 5 SPECIAL MEETINGS	5
ARTICLE 6 UNION STEWARDS	5
ARTICLE 7 DISCIPLINE	6
ARTICLE 8 GRIEVANCE PROCEDURE	7
ARTICLE 9 RIGHTS OF EMPLOYEES	8
ARTICLE 10 SENIORITY	9
ARTICLE 11 LAYOFF AND RECALL	10
ARTICLE 12 WORKING HOURS	11
ARTICLE 13 OVERTIME	11
ARTICLE 14 WAGES	13
ARTICLE 15 VACATIONS	13
ARTICLE 16 HOLIDAYS	14
ARTICLE 17 SICK LEAVE	14
ARTICLE 18 HEALTH INSURANCE AND RETIREMENT BENEFITS	16
ARTICLE 19 AUTHORIZED LEAVE	16
ARTICLE 20 SAFETY	17
ARTICLE 21 BULLETIN BOARDS	17
ARTICLE 22 DISCRIMINATION	18
ARTICLE 23 TRAVEL ALLOWANCES	18
ARTICLE 24 MEETING TIME	19
ARTICLE 25 SEVERABILITY	19
ARTICLE 26 LEGISLATIVE APPROVAL	19
ARTICLE 27 TERM OF AGREEMENT	19
APPENDIX A	21
APPENDIX B	22

This Agreement is between the Town of Geneseo, hereinafter referred to as the Town, and SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 200-C, hereinafter referred to as the Union.

It is the intent and purpose of this Agreement to assure a sound and mutually-beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 1 - RECOGNITION

Section 1. Pursuant to and in accordance with all applicable conditions of the laws of the State of New York, the Town recognizes the Union as the exclusive representative for all employees described in Section 2 for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Section 2. The bargaining unit shall consist of all regular part-time and full-time Highway Department employees, excluding seasonal help, the Highway Superintendent and all other employees. Part-time employees, under twenty (20) hours per week are also excluded.

ARTICLE 2 - UNION SECURITY AND CHECKOFF

Section 1. The Town will make available to all employees entering the bargaining unit a copy of the Agreement, and provide this Agreement to all employees in the bargaining unit within a reasonable period of time following the execution thereof of this Agreement. Agreements shall be provided to the employees by the Union.

Section 2. Upon receipt of a written authorization from the employee on a form supplied by the Union, the Town shall deduct Union dues on a pro rata basis and shall remit the monies collected to the Union once each month. The Union agrees to indemnify and hold harmless the Town from any causes of action, claims, loss or damages incurred as a result of this clause,

Section 3. The Union will initially notify the Town as to the amount of dues to be

deducted. Such notification will be certified to management in writing over the authorized signature of the officer or officers of the Union. Changes in the Union membership dues rates will be similarly certified to the Town and shall be done at least two (2) pay periods in advance of the effective date of such change.

Section 4. The Union agrees to refund to the Town any amounts paid to it in error on account of check-off provisions upon presentation of proper evidence thereof.

Section 5. The Town recognizes that this is an Agency Fee Agreement, and in accordance with such, it is understood that each employee who is a member of the bargaining unit, but is not a member of SEIU Local 200-C, shall be liable to contribute to the said Local as representative costs, an amount equivalent to such dues as are from time to time authorized, levied, and collected from the general membership of said Local. The Town of Geneseo agrees to deduct an amount equal to the normal monthly dues paid by members of this Union from the earnings of each of said employees covered by this Agreement after thirty (30) calendar days of employment.

Section 6. With respect to matters not covered by this Agreement, the Town Board will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by official law, rule or regulation without prior notice to SEIU Local 200-C; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the Town by the Management Rights article of this Agreement. All matters and items related to salaries, hourly rates, terms and working conditions and fringe benefits of employees in the bargaining unit have been included in this written Agreement, and matters or items relating to working conditions, salaries, hourly rates, or fringe benefits not expressly contained in the Agreement are not subject to the grievance procedure.

ARTICLE 3 - MANAGEMENT SECURITY

Section 1. It is recognized that the need for continuous and uninterrupted operation of the Town departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Section 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents or principals, will not engage in, encourage, or sanction strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension or interference with normal work performance.

Section 3. The Town shall have the right to discipline or discharge any employee encouraging or participating in a strike, slowdown, or other such interference.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Town are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Town Board; to determine facilities, methods, means and number of personnel required for conduct of Town programs; to administer the Personnel System, including the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law, to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law, rules or regulations; and to discipline or discharge employees in accordance with law -and the provisions of this Agreement

Section 2. The Town agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the Town, neither the Union nor any of its members, agents, or representatives will intimidate or coerce any employee with respect to his right to work, or engage in any Union activity during working hours except as specifically permitted in this Agreement.

Section 3. The Town shall be entitled to accept and act upon all official and authoritative written statements made to it from time to time by the Unions officers and accredited representatives respecting the application of the terms of this Agreement and the rights and obligations of its members thereunder, and in the event of such acceptance and reliance upon such statements, such statements shall be binding upon the Union and its members. This is not to reopen contract negotiations.

ARTICLE 5 - SPECIAL MEETINGS.

Section 1. The Town or its designee and Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request. It is understood that positions taken by the Union or Town are not binding upon either party. These meetings are for the purpose to meet and discuss provisions prior to implementation of the grievance procedure, and to cover litigation involving unit members.

ARTICLE 6 - UNION STEWARDS

Section 1. Employees within the bargaining unit shall be represented by one (1) steward. The Union shall furnish the Town a list of the stewards names.

Section 2. When requested by an employee, the steward may investigate an alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed time, not to exceed thirty (30) minutes, during working hours without loss of time or pay upon notification and approval of his immediate supervisor.

Section 3. When an employee presents his own grievance without intervention of a Union steward, the steward shall be given an opportunity to be present and shall be allowed the time during regular working hours, therefore, upon notification and approval of his immediate supervisor outside of the bargaining unit.

Section 4. No Union business, other than cited above, shall be conducted so as to interfere with the work assignment of stewards or any other employees. The Town shall not be liable for any time lost in the conduct of such other Union business.

Section 5. A non-employee Union representative may consult with employees in work areas before the start of each work shift or after the end thereof. Work areas will not be used for Union meetings.

Section 6. The steward shall be allowed reasonable time, paid at his regular rate if occurring during his regularly scheduled work day, to confer with the Town or its designee on matters affecting the administration of this Agreement upon notification and approval of his immediate supervisor outside of the bargaining unit.

ARTICLE 7 - DISCIPLINE

Section 1. It is hereby understood and agreed that the Employer shall have the right to discipline or discharge a non-probationary employee for just cause, including

but not limited to:

1. Dishonesty
2. Intoxication
3. Theft
4. Insubordination
5. Drugs, but not prescribed medication
6. Violation of reasonable personnel rules

Any discharge shall be subject to the grievance procedure.

- (a) Imposing any discipline on a current charge, management will not take into account any prior infractions that occurred more than two (2) years previous.
- (b) The procedures established by this Article shall be the exclusive disciplinary procedures for any employee who may be subject to disciplinary charges and protected by the provisions of Section 75 of the Civil Service Law. Should any section or clause of Section 75 be read as contradictory to a provision of this Article, the language contained in this Article shall at all times supersede the sentence or clause in question.

Section 2. The provisions set forth in Section 1 shall not apply to the discipline or discharge of probationary employees.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. A non-contractual grievance submitted by an employee may not proceed beyond Step 2 of this procedure.

Section 2. The contract grievance procedure shall be as follows:

- (a) Step 1. The employee or SEIU Local 200-C shall present the grievance orally or in writing on a form to be provided by the Town to the Highway Superintendent not later than ten (10) calendar days after the date on which the employee could have reasonably known that the act or omission giving rise to the grievance occurred. The Superintendent shall take the steps necessary to insure that a proper disposition of the grievance is made and shall reply to the employee or SEIU Local 200-C, in writing within five (5) working days following the date of submission.
- (b) Step 2. In the event the employee or SEIU Local 200-C wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Town Supervisor in writing on a form to be provided

by the Town within ten (10) working days of the receipt of the Step 1 decision. Such appeal shall contain a short, plain statement of the grievance and specific reference to the section of this Agreement which the employee or SEIU Local 200-C claims to have been violated. The Town Supervisor will meet with the employee and/or SEIU Local 200-C representative and shall issue a written decision to the employee or SEIU Local 200-C by the end of the twentieth (20th) working day following the day on which the appeal was received.

(c) Step 3. Arbitration

- (1) Contract grievances which are appealable to arbitration pursuant to the terms of this Article may be appealed to arbitration by SEIU Local 200-C. by filing a demand for arbitration with the Federal Mediation and Conciliation Service within ten (10) working days of the receipt of the Step 2 decision, requesting a list of arbitrators. The arbitration hearing shall be held within twenty (20) working days of the selection of the arbitrator.
- (2) The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.
- (3) The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him nor shall he submit observations or declarations or opinions that are not essential in reaching the determination.
- (4) The fees and expenses of the arbitrator and the cost of the hearing room shall be shared equally by the Town and the Union, all other expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's share of the divided costs or of the expenses of witnesses or participants called by the other.

ARTICLE 9 - RIGHTS OF EMPLOYEES

Section 1. An employee shall have an opportunity to review his personnel folder in the presence of an appropriate official of the Town upon ten (10) days notice, and to place in such file a response of reasonable length to anything contained herein which such employee deems to be adverse. The personnel folder shall contain all memoranda or documents relating to such employees performance on his job which contain criticism, commendation, appraisal or rating of such employees

performance on his job. The Town shall have the right to place in the personnel folder information or documents pertaining to any payroll or personnel transactions affecting the employee.

ARTICLE 10 - SENIORITY

Section 1. Definition. Seniority shall mean the status attained by length of continuous service with the Town.

Section 2. Accrual of Seniority.

- (a) Seniority shall begin with the last date of entering the service of the Town.
- (b) All new employees shall be probationary and subject to a probationary period of six (6) months after hire. At any time during the probationary period, the Town may terminate an employee without recourse to this Agreement.

Section 3. Loss of Seniority. Employees shall lose their seniority for the following reasons:

- (a) Discharge, if not reversed.
- (b) Resignation. An employee absent for five (5) consecutive normally scheduled workdays without notification of valid reason to the supervisor or Town shall be considered as having resigned.
- (c) Unexcused failure to return to work when recalled from layoff as set forth in Article 10.
- (d) An unexcused failure to return to work after expiration of an authorized leave.
- (e) Retirement.
- (f) Continuous sick leave, paid or unpaid, for a period of twelve (12) calendar months.

Section 4. Seniority List. The Town shall maintain a roster of unit employees, arranged according to seniority by department, showing name, job classification and seniority date and shall furnish a copy to the Union within ninety (90) days after the signing of this Agreement and annually thereafter. All new employees names shall be submitted to the Union along with their date of hire upon completion of the probationary period.

Section 5. Application of Seniority. Seniority shall apply to shift assignment, vacations, layoff and recall, except as otherwise provided in this Agreement.

ARTICLE 11 - LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds, or to abolish positions because of changes in organization.

Section 2. This Article shall apply only to non-competitive Civil Service employees covered by this Agreement All competitive class Civil Service employees will be covered by New York State Civil Service Law.

Section 3. Order of Layoff.

- (a) No permanent or probationary employee shall be laid off from his position in any department while any seasonal, temporary or provisional employees are serving in the same job classification in that department.
- (b) Permanent and probationary employees shall have Highway Department-wide seniority in their job classifications and, if exercised hereof in the event a layoff becomes necessary, shall replace the employee with the least seniority in their job classes.
- (c) Except as provided below, the layoff of probationary or permanent employees in the department shall be in inverse order of seniority in the job classification affected.

Section 4. Exceptions to Seniority. The Town may approve deviations from seniority on layoffs or recall when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department affected. In such cases, the affected employee shall be given written notice of the determination and reasons therefore.

Section 5. Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice. A copy of the notice shall be given to the Union. If the employee is laid off with less than seven (7) calendar days notice, the employee will be paid for each of the seven (7) days that the employee has not received notice at a rate of 1/7th of the employees' current base weekly wage.

Section 6. Recall from Layoff.

- (a) Employees to be recalled from layoff by seniority shall be given a maximum of ten (10) calendar days to respond after notice has been sent out by certified mail to their last known address.
- (b) Employees who decline recall or who in absence of extenuating circumstances fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible list.

Section 7. In the event that an employee position is to be abolished through subcontracting, the Town shall meet with the Union in order to reach a mutual agreement as to the impact on said employee.

Section 8. Seniority Schedule.

<u>Employees with Seniority of</u>	<u>Recall Period</u>
0-10 years	1-year
10-years and over	2-years

ARTICLE 12 - WORKING HOURS

Section 1. The work week will remain the same as currently constituted for all employees. The work week will not be changed without notification to the Union.

Section 2. Employees shall have a fifteen (15) minute rest period during each four (4) hours of work. The rest period shall be scheduled at the middle of each four (4) hours or as close as possible. Town vehicles will be used during the rest period under guidelines established by the Superintendent.

Section 3. A regular employee is a person employed on a consecutive basis working thirty (30) hours or more per week.

Section 4. The Town shall have the right to temporarily alter shift assignments to accommodate seasonal workloads or emergencies.

Section 5. All employees contacted for emergency assignments must report for work.

Section 6. The Town may create a four (4) day, ten (10) hour per week work schedule, with vacation to be paid at a rate which will result in forty (40) hours pay per week during a holiday week.

ARTICLE 13 - OVERTIME

Section 1.

- (a) All members of the bargaining unit shall be paid overtime as stipulated in this Agreement.
- (b) Overtime hours shall be divided as equally as possible among employees in the same classification in their work section over the twelve (12) month period March 1 to February 28. An up-to-date list showing overtime hours will be posted on March 1 and August 1 of each year.

Section 2.

- (a) Overtime is described as that time worked in excess of forty (40)

hours in a given pay week.

- (b) An employee absent on a holiday, vacation or for bereavement leave, shall be considered to have worked his normal work shift during such absence.
- (c) No employee may refuse to work overtime in an emergency or in extenuating circumstances.
- (d) All overtime shall be offered to all regular employees before any part-time or seasonal employees.
- (e) An employee called to work at a time other than his scheduled work shift shall receive a minimum of (2) two hours pay or work at his regular rate, unless such time shall be continuous with his scheduled work, in which case he shall be paid for the hours worked.

Section 3. Supervisory personnel outside of the bargaining unit shall not perform overtime work in excess of two (2) hours on any day or four (4) hours in any week, normally performed by employees covered by this Agreement, unless all available employees are performing work. Supervisory personnel shall log such time worked pursuant with the above. Such log sheets shall be posted on the bulletin board and shall include the time and date the work was performed, the time the work was started, the time the work was completed, and the approximate location of such work. Log entries shall be completed as soon as possible after the work is completed; however, not later than one week from the date of the work.

Section 4. Overtime hours performed by unit employees during the summer at the Town transfer station (landfill) and during the summer on county roads shall not be counted toward the equalization of overtime described in Section 1(b).

Section 5. Overtime hours performed by the Deputy Superintendent in the capacity of Deputy, shall not be counted toward the equalization of overtime described in Section 1(b) above.

ARTICLE 14 - WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A.

ARTICLE 15 - VACATIONS

Section 1. Definitions.

- (a) Service shall mean any period of time for which an employee received wages.
- (b) Vacation day shall mean a period of time equal to his regularly scheduled work day.
- (c) Work week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.
- (4) Continuous Service shall mean service uninterrupted by resignation, quitting or discharge.

Section 2. Vacation Allowance for employees with continuous service shall be as follows:

1 year to completion of 2 nd year	2 weeks
3 rd year to completion of 10 th year	3 weeks
After 11 th year	3 weeks + 1 day
After 12 th year	3 weeks + 2 days
After 13 th year	3 weeks + 3 days
Alter 14 th year	3 weeks + 4 days
After 15 th year	4 weeks
After 16 th year	4 weeks + 1 day
After 17 th year	4 weeks + 2 days
After 18 th year	4 weeks + 3 days
After 19 th year	4 weeks + 4 days
After 20 th year	5 weeks

Section 3. Use of Vacation.

- (a) Vacation time should be used in the year earned. Vacation credits may be taken all at one time, but not in less than one (1) day units.
- (b) Vacations shall be scheduled with due regard for (1) seniority, (2) employee preference, and (3) needs of service.

- (c) A general paid holiday, which occurs during a vacation period, may be added thereto or to accrued vacation days.

Section 4. Vacation Pay in Advance. An employee going on vacation shall be paid in advance of the scheduled vacation when requested with a three (3) week advance notice. Such payment shall be made on the last regular work day preceding the scheduled vacation period by noon.

ARTICLE 16 – HOLIDAYS

Section 1. Holidays (when not worked) shall be paid for at the straight time rate of pay for all regular employees in the active service of the Town.

Section 2. Unless excused by management, an employee must work the last scheduled day before, and the first scheduled day after a holiday to be eligible for holiday pay.

Section 3. Holidays shall be granted to all regular employees regardless of the length of service, except those absent without pay.

Section 4. All employees required to work on a holiday shall be paid one and one-half (1-1/2) times the employees normal hourly rate of pay for all worked on the holiday in addition to holiday pay.

Section 5. The following holidays shall be observed by the Town:

New Years Day
Lincolns or Washingtons Birthday
Good Friday
Memorial Day or when scheduled
Independence Day
Labor Day
Veterans Day to be also be used
as a floating holiday

Thanksgiving Day
Floating Holiday after Thanksgiving
Christmas Day
Martin Luther King Day
to be used as a personal floating
holiday by mutual agreement with the
Highway Department

ARTICLE 17 - SICK LEAVE

Section 1. The Employer agrees that employees will not be required to furnish medical evidence to support a request for approval of a period of sick leave unless such period exceeds three (3) continuous days or unless there is evidence of sick leave abuse. When an employee is advised that he has been using excessive sick leave and abuse is suspected, the sick leave usage record in question will be outlined in a warning memorandum and the employee may be requested to submit medical evidence when additional sick leave is used. An employee, on his return to work, who is required to submit a physicians statement concerning sick leave used, will be allowed five (5) days to produce this after his return to duty.

Section 2. The Union recognizes the importance of sick leave and the obligation of the employee, as well as the advantage to him, to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons. The Union, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave. To assure all employees who are members of the unit that they fully understand the purpose and intent of a memorandum indicating suspected sick leave abuse, a copy of such memorandum will be sent to the Union and the steward responsible for the area in which the employee performs work will further discuss this matter with the affected employee, inform him that sick leave abuse is a matter of mutual concern to both Union and management and urge the employee to discontinue such abuse.

Section 3. Cases requiring a doctors certificate for each absence due to illness, when abuse of sick leave is suspected, will be periodically reviewed by the supervisor, for the purpose of determining whether such penalty may be eliminated. If such request is made by the employee, this review may take place three (3) months after such notice was issued, and will be routinely reviewed for the same purpose every six (6) months. Upon request, the Union will be informed of action taken.

Section 4. Sick Leave. Employees who have been continuously employed by the Town for a period of one (1) month or longer shall earn sick leave days at a rate of one (1) day per month of service. Additionally, each employee who is on the payroll as of January 1 shall be granted two (2) sick leave days on each January 1. Sick leave days shall be accumulative up to a maximum of one hundred (100) days.

Section 5. Extended Sick Leave. In the event of a prolonged illness, unused vacation and personal leave days may be used as sick leave. Thereafter, any absence will be without pay.

Section 6. Sick leave may be taken and charged in one (1) hour increments.

Section 7. Upon retirement, unit members may use accumulated sick leave to purchase continued health insurance through the Town, at a rate of 50 days of accumulated sick leave for one (1) year of continued health insurance, prorated on a monthly basis.

ARTICLE 18 - HEALTH INSURANCE AND RETIREMENT BENEFITS

Section 1. All current unit members (Art Carney, Donald Rice, Fred Yates and Sam Young) shall receive Blue Choice benefits fully paid by the Town. Current unit members who want Blue Cross/Blue Shield with Blue Million and the five dollar (\$5.00) co-pay drug rider shall pay the difference between the cost of the Blue Choice premium and the Blue Cross/Blue Shield with Blue Million and the five (\$5.00) dollar co-pay drug premium through payroll deduction. Employees hired after July 1, 1991 shall be initially provided with Blue Choice at the time of their employment without cost to the employee. However, 20% of the increases in the Blue Choice premium following the date of this Agreement shall be paid by the employee through payroll deduction.

Section 2. Employees may elect to enroll in a Blue Cross/Blue Shield Dental Rider program at their own expense.

Section 3. The Town will provide New York State Disability insurance.

Section 4. The Town will continue participation in the New York State Employees Retirement System in accordance with New York State Law and current practice in Section 75(i), as soon after execution of this Agreement as possible.

Section 5. This entire Article 18 B HEALTH INSURANCE AND RETIREMENT BENEFITS B shall be subject to re-negotiation at either party's request for the period of January 1, 2004 B December 31, 2005.

ARTICLE 19X AUTHORIZED LEAVE Bereavement, Jury Duty, Personal Days

Section 1. Bereavement. Death in the immediate family. An employee shall be entitled to take up to five (5) work days paid leave between the death and the funeral without charge to sick leave upon the death of any member of his immediate family. Immediate family shall be the following: spouse, child, parents, grandchildren, grandparents, brother, sister, parent-in-law, step parents and step children of the employee.

*w/it @ daughter in
law - in-law*

Section 2. Jury Leave. Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the Town all other remuneration received for jury duty during the same period. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty as a condition of payment. An employee summoned to jury duty will cooperate with the Town in a request for deferral of or excuse from jury duty whenever, in the Employers judgment, such request is appropriate. An employee on jury duty shall report to work whenever his presence for jury duty is not required.

Section 3. Personal Days. Employees on the payroll on January 1 shall be granted two (2) personal leave days each year on January 1. Such days shall be taken in segments of not less than half (1/2) days. Employees will give forty-eight (48) hours advance notice of a request for personal leave, unless the Highway Superintendent agrees that an employee may take personal leave with less notice due to an emergency. No personal leave will be granted on the day before or after a holiday, or before or after an employees vacation.

Section 4. At the request of a department head or requirement of additional education or training that will increase the usefulness and efficiency of the employee, the Town may authorize full payment for an employee to attend such school or seminar.

Section 5. Employees shall be allowed time off with pay to take Civil Service examination in connection with their position or promotion in the Town.

Section 6. Unpaid Leave of Absence. Leaves of absence for personal reason not to exceed thirty (30) days may be granted, without pay, to an employee with seniority at the discretion of the Employer. During the leave, seniority will accumulate. Any employee absent from work on a leave of absence who fails to return to work upon the-expiration of the leave of absence shall be considered to have resigned voluntarily.

ARTICLE 20 - SAFETY

Section 1. Employees shall immediately or at the end of their shift, report all defects in equipment in writing. The Employer shall not require any employee to use equipment that has been reported in writing on Exhibit B (Unsafe Equipment Report) by any other employee as being in an unsafe operating condition unless such equipment has been inspected by the Highway Superintendent and the defect reported and declared in writing on Exhibit B not to affect the safety or functioning of the equipment by said Superintendent. If an employee disagrees with the Superintendents decision, the employee shall submit Exhibit B to the Town Supervisor, or his designee, and the Town Supervisor shall arrange for an inspection of the equipment by a licensed DOT inspector. The DOT inspector shall then determine whether the equipment is safe to operate and such determination shall be noted on Exhibit B.

Section 2. The Town will reimburse each employee up to two hundred dollars (\$200.00) per year for the purchase of steel-toe safety shoes, leather gloves, and/or items approved by the Town Supervisor (such approval shall not constitute a precedent for future years). Reimbursement will occur upon the employees submission of proof of purchase of such item. Any unused amounts will be forfeited at the end of the calendar year.

Section 3. All employees must wear steel-toe safety shoes and hard hats on hard hat jobs.

Section 4. The Town will provide each employee with one (1) orange winter coat at a cost not to exceed Eighty Dollars (\$80.00) for the term of the agreement.

ARTICLE 21 - BULLETIN BOARDS

Section 1. Management shall provide space for bulletin boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members. No campaign or other election materials dealing with representation elections will be posted. No information that is detrimental to the Town or to any organization, group or persons shall be posted.

ARTICLE 22 - DISCRIMINATION

Section 1. The parties hereto agree there shall be no discrimination against any person because of his race, creed, color, national origin, age, sex, marital status, political affiliation, faith or handicap, but no such claim shall be arbitrable but may, if the employee wishes, be processed through the second step of the grievance procedure or taken to the appropriate government agency.

ARTICLE 23 - TRAVEL ALLOWANCES

Section 1. The Town agrees to reimburse employees for the use of personal vehicles at thirty-six and one-half (36 1/2) cents per mile, and will adjust this during the contract if the IRS changes its allowable rate and the Union notifies the Employer in writing of such change

or the Employer gets it from the IRS.

Section 2. Personal vehicles will not be used for official travel unless a Town vehicle is not available, and use of the personal vehicle has been specifically authorized by the Superintendent.

ARTICLE 24 - MEETING TIME

Section 1. All meetings of SEIU Local 200-C will be held during non-working hours.

ARTICLE 25 - SEVERABILITY

Section 1. In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court to be unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE 26 - LEGISLATIVE APPROVAL

Section 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 PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 27 - TERM OF AGREEMENT

This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. This Agreement shall be in full force and effect as of January 1, 2003, and up to and including December 31, 2004. Thereafter, if neither party series written notice to

the other party ninety (90) days prior to the day of expiration of this Agreement, it shall automatically continue from year to-year.

FOR THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL NO. 200-C, AFL-CIO

By: Donald K. Leaf

By: Joy Peris

FOR THE EMPLOYER:

TOWN OF GENESEO

By: [Signature]

APPENDIX A

Wages

1. All members of the bargaining unit will receive a three percent (3%) increase effective January 1, 2003.
2. All members of the bargaining unit will receive a three percent (3%) increase effective January 1, 2004.
3. All members of the bargaining unit will receive a three percent (3%) increase effective January 1, 2005.
4. Employees hired on or after January 1, 2002 will be paid:

Starting rate:	14.90
After 6 months:	15.40
1 to 1-1/2	15.90
1-1/2 to 2 years:	16.40
Regular Rate:	16.90

Employees who have prior experience may be hired at any one of the above rates the Highway Superintendent deems appropriate, but such rate shall not be in excess of the Regular Rate, as provided above.

5. Effective with his appointment, the employee holding the Deputy Superintendent title will be paid at least twenty-five (\$.25) cents per hour in addition to his contractual rate.

APPENDIX B

UNSAFE EQUIPMENT REPORT

Town of Geneseo Highway Department

Pursuant to Article 20, Section 1 of the Collective Bargaining Agreement, this is a written report of unsafe equipment, as follows:

Vehicle:

Vehicle Number:

Date of Occurrence:

Problem: _____

Employee reporting: _____ Date of Report: _____

* * *

Acknowledged: _____ Date Received: _____
Highway Superintendents Signature

Superintendents Inspection Report: _____ Vehicle is safe to operate
_____ Vehicle is unsafe to operate

* * *

If disagree, date submitted to Town Supervisor: _____

Action taken by Town Supervisor: _____

(Please make copy and retain for Union records)

