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BC / 8624

AGREEMENT
BETWEEN
TOWN OF LOCKPORT
AND
TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF
THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE
JANUARY 1, 2005 TO DECEMBER 31, 2008

RECEIVED

JUN 20 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

(18) MEMBER
RATIFIED 3-7-05

TOWN BOARD
RATIFIED 3-16-05

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AGREEMENT

This agreement is made and entered into this 1st day of January, 2005, by and between the Town of Lockport, hereafter referred to as the "Town" or "Employer", and Teamsters Local 264, hereafter referred to as the "Union", to set forth the entire agreement between the parties regarding wages, hours, and other conditions of employment; to increase the efficiency and productivity of employees of the Town; and to provide for prompt and fair settlement of grievances without any interruption of or any interference with Town operations.

ARTICLE 1 RECOGNITION

The Town, having been presented with satisfactory evidence of majority status in a unit appropriate for bargaining, recognizes the Union for the purpose of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment of all full-time employees in the Highway and Water Departments including water maintenance persons, motor equipment operators, automotive mechanics, truck drivers, laborers and meter readers; but excluding casual employees, seasonal employees, the Water Superintendent, the Deputy Highway Superintendent and all other employees.

ARTICLE 2 RESIDENCY

A. Current employees (as of February 10, 2005):

1. Employees employed on February 10, 2005 who are grandfathered under previous contractual language and who resided outside of the Town of Lockport on February 10, 2005, may continue to reside outside of the Town of Lockport.
2. Employees employed on February 10, 2005 who resided within the Town of Lockport on February 10, 2005, may continue to reside either within the Town of Lockport, or may reside within the City of Lockport. Failure to meet these residency requirements shall result in immediate dismissal.

B. Employees hired after February 10, 2005:

All employees hired after February 10, 2005 shall be Town residents at the time of hiring and shall remain Town residents throughout their employment. Failure to meet these residency requirements shall result in immediate dismissal.

ARTICLE 3 LEGISLATIVE APPROVAL

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 additional fund therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 4 MANAGEMENT RIGHTS

The Union and the employees covered by this agreement agree that, except as expressly limited by specific provisions of this agreement, all of the authority, rights, functions and responsibilities possessed by the Employer are retained by it, including but not limited to the right to change existing or to introduce new equipment, operations, methods or facilities as determined by the Employer to be in its best interest; to direct, deploy and utilize the work force; to schedule operations, including the right to change work schedules, to layoff and recall employees; to discharge, suspend or otherwise discipline post-probationary employees for incompetency or misconduct in accordance with and pursuant to Civil Service Law Section 75; to establish and enforce reasonable work rules and occupational health and safety standards; and to determine whether work will be performed by unit or non-unit employees or by contractors, except that utilization of non-unit employees or contractors will not result in the layoff of bargaining unit employees or a reduction in their normally scheduled hours.

The Union recognizes all rights, powers, responsibilities and authority of the Employer and the execution thereof in regards to the operation of its work in business and the direction of its work force, which have not been specifically abridged, deleted, delegated or modified by this agreement are and shall remain exclusively those of the Employer.

ARTICLE 5 UNION SECURITY

Membership Dues

All employees covered by this agreement who are members of the Union shall be required to pay union dues. A financial officer of the Union shall notify the Town of the amount of dues to be deducted and shall notify the Town thirty (30) days in advance of the effective date of any change in the amount to be deducted. The Town shall deduct said amount in a uniform dollar amount per pay period, from the wages of those employees who have executed a dues deduction authorization card in accordance with Section 208(1)(b) of the Taylor Law. All amounts so deducted shall be sent with a list of the members from whose wages deductions had been made and the amount so deducted to Teamsters Local 264, 35 Tyrol Drive, Cheektowaga, NY 14227.

Agency Fee

Teamsters Local 264 having been recognized as the exclusive representative of employees in the bargaining unit set forth in Article 1 of this agreement, shall be entitled to have deducted from the wage or salary of employees of such unit who are not members of the Union an amount equivalent to the dues levied by such Union, and the Town shall make such deductions and transmit the sum so deducted to the Union.

Indemnification

The Union shall indemnify the Town and hold the Town harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this article.

ARTICLE 6 NO STRIKE/NO LOCKOUT

No Strike

The Union reaffirms that neither it nor any member of the bargaining unit will strike or engage in any other concerted stoppage of work or slow down of any kind against the Town or assist or participate in any such acts or impose an obligation upon its members to conduct, assist or participate in such acts. In the event of a strike, work stoppage or slow down of any kind, the Union shall exert its best efforts to terminate such activity.

No Lockout

The Town agrees that it will not lockout any employees or group of employees covered by this agreement.

ARTICLE 7 ACCESS TO EMPLOYEES

A non-employee representative of the Union will be allowed reasonable access to the Highway Garage or the Water/Sewer Garage for the purpose of conducting legitimate Union business related to the administration of the collective bargaining agreement provided the representative does not interfere with normal operations. All such visits shall be scheduled with the Department Head at least twenty-four (24) hours in advance.

ARTICLE 8 UNION BUSINESS

The Union will designate one (1) employee representative at the Highway Garage and one (1) employee representative at the Water/Sewer Garage. Upon receipt of prior authorization from the Department Head, a representative may be released from normal work assignments without loss of pay for not more than three (3) hours during a work week for the purpose of investigating and presenting grievances. One (1) employee representative may be released without loss of pay for the purpose of attending grievance arbitration hearings or proceedings before the Public Employment Relations Board.

ARTICLE 9 BULLETIN BOARD

The Town agrees to provide suitable space for the Union to place a bulletin board, the size of which is to be agreed upon by the parties, in the Highway Garage and the Water Garage. Postings by the Union on such boards are to be confined to official business of the Union.

**ARTICLE 10
PROHIBITED DISCRIMINATION**

The Town agrees not to interfere with the right of employees to become members of the Union and will not discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of, the Union. The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union. The Union also recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion regardless of Union membership.

**ARTICLE 11
JOB DESCRIPTIONS**

One month after signing this agreement, the Town will provide the Union with copies of the job descriptions for all titles in the bargaining unit. In the event the Town subsequently revises any of said job descriptions, a copy of the revised description shall be provided to the Union.

**ARTICLE 12
PART-TIME EMPLOYEES**

The Town may employ part-time employees for not more than twenty (20) hours per week to perform work similar to that performed by members of the bargaining unit but shall not displace full-time employees with part-time employees nor hire part-time employees when full-time employees are on layoff and remain on a preferred eligibility list.

**ARTICLE 13
PROBATIONARY PERIOD**

Upon initial appointment, an employee shall serve a probationary period as indicated in Civil Service Rules, during which he or she may be disciplined or terminated within the discretion of the Employer without recourse. Upon completion of the probationary period, the employee's seniority date shall be established as of the date of appointment, as set forth in the seniority provision of this agreement, and vacation entitlement shall be measured from that date. During the probationary period, the employee does not accrue and is not entitled to receive paid sick leave benefits provided by this contract.

ARTICLE 14 SENIORITY

Seniority shall be defined as length of full-time continuous service from the most recent date of hire in all classifications covered by this agreement. Subject to an employee's rights under Civil Service Law & Rules, seniority shall terminate upon:

1. Discharge of cause;
2. Resignation of retirement;
3. Layoff for a period of over one (1) year unless the employee has not been employed by the Town for at least one year, in which case the maximum period shall be the employee's length of service rounded to the nearest month, following the successful completion of the probationary period;
4. Abandonment, actual or constructive, of employment due to no-call, no-show without a legitimate and acceptable excuse showing the existence of an emergency situation;
5. Failure to return to work on the first day following the expiration of any leave of absence, unless there existed a verifiable emergency which prevented the employee's return;
6. Absence from the active payroll for any reason for a period of one (1) year, except with respect to an employee absent as a result of a work related illness or injury who is receiving workers compensation benefits, eighteen (18) months; and
7. Failure to return to work following recall from layoff. Recall shall be by telephone call, followed by a confirming letter, a copy of which shall be sent to the Union.

Reduction in force among non-competitive and labor class positions shall be within the job classification affected, based upon inverse seniority within each classification, provided, however, that the senior employees have the knowledge, skill and proficiency needed to perform the available jobs.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

In the event that any difference shall arise between an employee or group of employees and the Town concerning the interpretation or application of the express terms of this agreement, except issues pertaining to discharge and discipline of post-probationary employees which are governed by Section 75 of the Civil Service Law, such difference shall be settled in the following manner:

Step 1: The aggrieved party and steward shall first discuss a grievance with the appropriate supervisor with the objective of resolving the matter informally (except that a grievance submitted by the Town shall begin at Step 2).

Step 2: If the matter is not resolved at the above Step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the appropriate supervisor. No alleged grievance shall be entertained, and shall be deemed waived, unless presented in writing within seven (7) working days after the aggrieved party or parties knew or should have known of the act or occurrence on which the alleged grievance is based. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the agreement alleged to have been violated.

A meeting between the appropriate departmental Supervisors and the aggrieved party and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the appropriate supervisor will provide the Union with a written response to its grievance.

Step 3: In the event the grievance is not resolved as provided above, the grievance may be presented in writing to the Town Supervisor or his designee within ten (10) work days. The Supervisor or his designee shall respond to the grievance in writing within fourteen (14) working days from its timely receipt.

Step 4: In the event that the grievance is not resolved by the decision of the Supervisor or his designee, the grievant may within ten (10) work days thereafter, submit such grievance to arbitration. Notice of intent to arbitrate must be submitted in writing. The Town and the Union agree that the arbitrator shall be selected by mutual agreement or from a panel obtained from the Federal Mediation and Conciliation Service. The parties shall alternatively strike names from the panel and the last remaining name shall be the arbitrator. Each party shall bear its own expenses with respect equally the expense of the arbitrator. In making the award, the arbitrator shall not have the power or authority to add to, subtract from, modify or change, explicitly or impliedly, in any way the express provisions of this agreement or to substitute his or her discretion for the Town's discretion in cases where the Town is given discretion by this agreement; or to assume any other responsibility of management. The arbitrators' authority shall be limited to deciding only whether a specific provision of this agreement has been violated. Only one grievance shall be submitted to or heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be binding on the parties unless vacated by a court of competent jurisdiction.

Compliance with time limits is a condition precedent to further proceedings under this article and failure of the Union to observe any of the time limits set forth in the steps of the grievance procedures as aforesaid shall result in the grievance being conclusively settled pursuant to the decision at the previous step in the grievance procedures. Should the Town fail to respond within the time limits set forth in the grievance procedure, the Union shall have the right to move the grievance in a timely manner to the next steps of the grievance procedure.

Compliance with time limits is a condition precedent to further proceedings under this article and failure of the Union to observe any of the time limits set forth in the steps of the grievance procedures as aforesaid shall result in the grievance being conclusively settled pursuant to the decision at the previous step in the grievance procedures. Should the Town fail to respond within the time limits set forth in the grievance procedure, the Union shall have the right to move the grievance in a timely manner to the next steps of the grievance procedure.

Termination of a probationary employee shall not be subject to the arbitration procedure.

Settlement of a grievance shall not be final and binding unless endorsed by the Town Board or its appropriate designee.

The Union shall notify the Town of the Union representative authorized to present and process grievances. The Town shall notify the Union of the Town's official representative

The time limits of the Grievance and Arbitration Procedure set forth in this agreement can be extended by mutual agreement, in writing, between the Town and the Union.

ARTICLE 16 EMPLOYEE ADDRESSES

The Town will provide the Union with a list of employees in the bargaining unit, including the employee's full name, home address, job title, first date of employment and deductions for health insurance. An updated list will be provided periodically as changes occur and annually upon request. The information provided by the Town will be held in strict confidence by the Union and will not be used to harass any employee.

It is the obligation of each employee in the bargaining unit to notify the Town of any change of address, phone number, name, marital status or other personal information relevant to the administration of this agreement. Failure to do so may result in disciplinary action against the employee.

ARTICLE 17 WAGES

Employees shall be paid the wages set forth in Appendix A which is part of this agreement.

ARTICLE 18 HOURS

The work week shall be five (5) consecutive work days (Monday-Friday) consisting of eight (8) hours of work per day and forty (40) hours of work per week. The normal shift shall be 7:00am to 3:30pm. Upon not less than one (1) week prior notice, the Department Head may adjust the beginning of the normal shift for up to one (1) hour.

The Highway Superintendent may establish a night shift between December 1 and March 31, the hours of which shall be 11:00pm to 7:30am, with the work week beginning on Sunday night and ending on Friday morning. There shall be a night shift differential equivalent to one (1) hour at one and one-half (1 & ½) times the employee's hourly wage.

The pay period begins at 00:01 on Thursday and ends at 24:00 on Wednesday two (2) weeks later.

All bargaining unit employees shall have their time in and out recorded.

Employees will receive one (1) thirty (30) minute relief period in the morning, and an unpaid lunch period of one half (1/2) hour per day both to be scheduled by the Highway Superintendent employees will abide by the time allowed.

ARTICLE 19 OVERTIME

One and one-half (1 & ½) of employees' regularly hourly wage shall be paid for all authorized time worked over eight (8) hours per day or forty (40) hours per week. Hours paid will be considered hours worked for purposes of calculating overtime. There shall be no pyramiding of overtime or other premium time. Overtime will be paid bi-weekly.

Overtime opportunities will be offered to qualified individuals who possess the necessary skills on a rotating basis. In the event an employee called for overtime cannot be reached or refuses the work, he shall be charged with having worked the available overtime and the employer shall contact the next qualified individual on the list.

ARTICLE 20 VACATIONS

Full-time employees shall be eligible for annual paid vacation, at their regular base hourly rate, as follows:

1. Following one (1) year of continuous employment, an employee will be entitled one (1) week of vacation;
2. Following two (2) years of continuous employment, an employee will be entitled to two (2) weeks of vacation;
3. Following five (5) years of continuous employment, an employee will be entitled to three (3) weeks of vacation;
4. Following fifteen (15) years of continuous employment, an employee will be entitled to four (4) weeks of vacation;
5. Following twenty-five (25) years of continuous employment, an employee will be entitled to five (5) weeks of vacation.

All vacations must be earned and may be taken by the employee at a time convenient to the department, with the prior approval of the Department Head. Vacation time will be granted in order of request and will be subject to operational requirements. No more than one (1) employee per department shall be on vacation, except with prior approval.

Vacations must be taken during the twelve (12) month period following the anniversary of the employee. Vacation time will not be cumulative. Any exception must be approved by the Department Head, the Town Supervisor and the Town Board.

When an employee leaves Town service during the course of the year for any reason, except in the event the employee is terminated for cause, he shall receive a pro-rated vacation benefit for the year in which employment is terminated. Employees who are terminated for cause shall not be entitled to pro-rated vacation for the year in which employment is terminated.

**ARTICLE 21
CALL-IN PAY**

Any employee called for emergency duty in addition to or outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours pay once during a twenty four (24) hour period. If more than three (3) hours are actually worked, the employee shall receive pay for time actually worked. For example, if an employee is called in at 8:00pm, works one (1) hour and is released, and is again called in at 10:00pm and works one (1) hour and is released, he shall be paid three (3) hours for the first call and one (1) hour for the second call.

**ARTICLE 22
PERSONAL TIME**

Each full-time employee shall receive three (3) personal leave days each calendar year. A new hire, following completion of a six (6) month period of probationary employment, will be entitled to pro-rated personal time from the employee's date to hire through December 31. Personal leave shall be discretionary and is subject to the following conditions:

1. An employee must give a minimum of twenty-four (24) hours advance notice to the Department Head; and
2. Personal leave days are not cumulative and expire at the end of each calendar year, except the pro-rated benefit earned by a new hire may be carried into the next calendar year.

**ARTICLE 23
LEAVE OF ABSENCE**

A request for a leave of absence without pay for a period not to exceed six (6) months may be made, in writing, by any full-time employee to the Superintendent. Such application shall state the reason for the requested leave and its duration. The request may be granted or denied in the sole discretion of the Superintendent. A leave of absence without pay will not result in a loss of benefits accrued by the employee prior to the commencement of such leave. In no other respect, however, shall an employee be eligible for benefits during the period of an unpaid leave of absence. An employee wishing to continue group health benefits during an unpaid leave of absence must remit payment of the full premium to the Town at least one week prior to the commencement of the month during which coverage is to be provided. This section is intended to replace, and bargaining unit employees hereby waive, any rights regarding unpaid leave under the Civil Service Law. Failure to report to work at the end of the leave will be considered a voluntary resignation.

**ARTICLE 24
RETIREMENT**

The Town will continue to participate in the New York State Employee's Retirement System. Employee participation and benefits are subject to the rules and regulations of the Retirement System. All employees shall be informed of their rights and obligations relative to the Retirement System at the time of employment. The Town will institute a deferred compensation plan during 2002.

**ARTICLE 25
SICK LEAVE**

Following six months of continuous service, full-time employees shall receive sick leave credits at the rate of one (1) day per calendar month of paid service to the Town. Sick leave credit is not earned until the employee has worked the full month for which the credit is given. Sick leave credits may be accrued to a maximum of one hundred thirty-five (135) days for use when ill. Sick leave shall be paid only for time lost from work due to an employee's disability resulting from sickness or injury. The Town in its discretion may require medical evidence of disability as a condition to the receipt of sick leave benefits.

An employee, who, upon leaving Town service, is eligible for and commences to receive benefits from the New York State Retirement System will be paid for accrued sick leave at the employee's straight time wage rate to a maximum of one hundred ten (110) days. Other employees leaving Town service, whether voluntarily or involuntarily, shall not receive pay for accrued sick leave.

When an employee is ill or injured and unable to work he must report his illness to the Superintendent or his designee by telephone at least one half hour before the employee's scheduled start time. In the case of failure to report within the time limit stated, unless for reasons satisfactory to the Superintendent, an employee shall not be entitled to sick leave but shall be charged with time off without pay. An employee eligible for sick leave shall be paid at his regular straight time rate for scheduled hours missed due to illness or injury.

If an employee become ill while at work, then the sick time must be taken in no less than one-half (1/2) day.

Leave for dental or medical visits are discretionary with the Head of the Department. Each such absence in excess of two (2) hours shall be charged to earned sick leave credits in one-half (1/2) day units. Each employee shall present a signed slip from their doctor or dentist when returning to work. The two (2) hours is to be used for the employed person only and not for the accompaniment of other family members to a doctor or dentist.

The Town will continue to provide New York State disability benefits.

**ARTICLE 26
JURY DUTY**

A full-time employee summoned for jury duty shall receive an amount equal to the difference between the employee's regular base pay for his regularly scheduled hours and the per diem allowance received for jury service for a period of not to exceed six (6) weeks. As a condition to receiving said payment, the employee must notify the Superintendent or his designee that he has been called to serve as juror and must report to work when the jury is not in session during the employee's regular working hours or when it is possible to arrange to be released for work on a stand-by basis.

**ARTICLE 27
SAFETY EQUIPMENT**

It is the Town's intention to encourage the use of safety equipment. The Town will supply all equipment required by law and the employees must use all such equipment as directed.

**ARTICLE 28
EDUCATION**

The Town will bear the cost of conferences or training sessions which it requires an employee to attend or which an employee attends at the Town's request, together with reasonable expenses incurred by the employee in connection with attending any such conference or training session.

**ARTICLE 29
CLOTHING ALLOWANCE**

The \$ 250.00 annual clothing allowance payment shall be permanently discontinued and abolished, in return for the wage increases granted throughout the four (4) year term of this agreement. The January 1, 2005, installment of the clothing allowance of \$125 per employee shall not be repaid to the Town, however, effective immediately, employees will no longer receive a clothing allowance after this January 1, 2005 installment payment.

**ARTICLE 30
CREDIT UNION**

Provided they remain eligible, Town of Lockport employees may join the Niagara County Employees Federal Union, presently located at 260 West Avenue, Lockport, New York. The Town will provide direct deposit and payroll deductions for Credit Union accounts or loan payments.

**ARTICLE 31
INOCULATIONS**

The Town will bear the cost of the following inoculations for employees in the Water and Sewer Department: tetanus, tuberculosis (PPD) (2 visits required), and hepatitis (series of 3 shots), provided the inoculations are administered at Lockport Memorial Hospital. Inoculations shall be at the option of the employee and will not be scheduled during work time. A participating employee will not be compensated for time expended in receiving the inoculations.

**ARTICLE 32
TIME RECORDS**

The Superintendent or his designee shall maintain an accurate record of leave hours accrued and hours taken off by each employee. Each employee may request the amount of his or her accruals and use of leave. Any disagreement must be reported to the Superintendent immediately.

**ARTICLE 33
BEREAVEMENT**

Leave of absence with pay shall be granted to any employee who is necessarily absent from duty because of the death of an immediate member of his or her family. The immediate family of an employee shall include spouse, children, siblings, parents, grandparents, mother-in-law and father-in-law, son-in-law and daughter-in-law, or other person occupying the position of a parent of the employee or of his or her spouse. Duration of time shall not exceed four (4) consecutive work days from date of occurrence.

**ARTICLE 34
HOLIDAYS**

The following are legal holidays observed by the Town of Lockport. If any of the following holidays fall on a Sunday, the holiday will be observed on Monday. If any of the holidays fall on a Saturday, the holiday will be observed on Friday.

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Should an employee be required to work on the day on which the holiday is celebrated, such employee shall receive holiday pay at this regular rate plus two (2) times his regular rate for hours actually worked. Employees required to work Sundays in an emergency situation shall receive time and one-half their regular rate of pay.

**ARTICLE 35
HEALTH AND DENTAL INSURANCE**

Effective July 1, 2005, both parties hereby agree that the current Medical Insurance Plans of Blue Cross/ Blue Shield POS 203 be replaced with Blue Cross/ Blue Shield POS 204 Plans, with an increase in co-payments. The Town proposes to self-fund the increase in co-payments for doctor visits and other co-payments (excluding prescription drug co-payments) with reimbursement to employees twice per year for documented, receipted co-payments for doctor visits, and other co-payments (excluding prescription drug co-payments). Effective July 1, 2005, the Town shall reimburse all employees hired before February 10th, 2005 for the difference between co-payment amounts required by the coverage provided for under Blue Cross/ Blue Shield POS 203 Plans as opposed to Blue Cross/ Blue Shield POS 204 Plans for receipted co-payments for doctor visits, and other co-payments (excluding prescription drug co-payments). This reimbursement shall be done semi-annually, for the period of January 1- through June 30 during the month of July (July 1- July 31) and during the period of July 1 through December 31 during the month of January (January 1- January 31). Employees shall present either original or duplicate receipts indicating payments made, and shall fill out any employer drafted, mutually-agreed upon forms to effectuate such payments. This reimbursement procedure shall not apply to employees hired after February 10th, 2005.

During an employee's first six (6) months of employment, he may enroll in the group health plan at his sole expense. Following six (6) months of employment and up to one (1) year of continuous service, the Town will pay one-half (1/2) of the cost of the group health plan.

In the event an employee is off due to disabling illness or injury covered under disability or workers' compensation leave, the Town will continue to pay the cost of group health insurance in accordance with the foregoing paragraphs for a period of up to six (6) months.

Following one (1) year of employment, the Town will pay the cost for active full-time employees, as defined in the collective bargaining agreement, to be covered under the Western New York Teamsters Welfare Fund Group Benefit Plan as described in the summary plan description in effect on the date of ratification.

Each full-time employee of the Town of Lockport shall have the option of repudiating health insurance coverage, with proof of coverage through a spouse or otherwise. An employee, who repudiates health insurance coverage, shall be entitled to one thousand dollars (\$1,000) per year, payable in the first pay period in December.

ARTICLE 36 RETIREE HEALTH INSURANCE

MEDICAL INSURANCE AT RETIREMENT-

A. For all current full time employees hired before February 10, 2005 the Town will provide medical insurance beginning at age 55 under the currently offered medical insurance coverage as it exists and as it shall be amended from time to time for employees who have served the Town for a minimum period of ten (10) years of full time service.

B. Such employees with a minimum period of ten (10) years service (up to fifteen (15) years of service) shall be eligible for medical insurance coverage for a period of fifteen (15) years starting at age 55.

C. For all current full time employees hired before February 10, 2005 with sixteen (16) or more years of service, the Town shall provide the currently offered medical insurance coverage for a period of years equal to their years of service to the Town (1 year of service equal to one year of medical insurance coverage starting at the age of 55), to a maximum of thirty (30) years of medical insurance coverage starting at the age of 55. This period of coverage shall not be pro-rated for any partial years of service past the employee's last anniversary date.

D. All eligibility for coverage shall cease upon the death or employment of an employee after age 55 who is hired by an employer who provides access to medical insurance coverage. Coverage shall be the same coverage provided to current employees at the same contribution levels. Once an employee becomes eligible for Medicare, supplemental coverage shall be provided.

E. For all employees hired after February 10, 2005, the Town will provide medical insurance at retirement under the currently offered medical insurance coverage as it exists and as it shall be amended from time to time for such employees hired after February

10, 2005 who retire from Town Service with twenty-five (25) years of service to the Town, and who are at least fifty-five (55) years of age and who actually retire from Town service with the immediate receipt and eligibility for NYSLERS benefits, for a period of ten (10) years. All eligibility for coverage shall cease upon the death or re-employment of a retired employee who is hired by an employer who provides access to medical insurance coverage. Coverage shall not be provided until and unless an employee is "retired" from Town service for purposes of receipt of NYSLERS benefits and is at least fifty-five (55) years of age. Coverage shall be the same coverage provided to current employees at the same contribution levels for their years of service. Once an employee becomes eligible for Medicare, supplemental coverage shall be provided.

ARTICLE 37 JOB POSTING/BIDDING

If a vacancy occurs within the non-competitive classifications contained herein, the following procedure shall be followed:

**MECHANIC
MOTOR EQUIPMENT OPERATOR
WATER MAINTENANCE
LABORER
METER READER**

- A. The job to be filled will be posted on the bulletin board for a period of five (5) working days. The posting will show job title, rate of pay, location, and a space for interested employees to sign their name.
- B. After five (5) working days, the Town reserves the right to hire the best person for the job, including the right to hire from outside the bargaining unit for any posted vacancy for any current job or any newly created job.
- C. If a new job title is created, said job shall be posted.
- D. The Town agrees, as part of this settlement to upgrade the two (2) currently employed Laborers (as of February 10, 2005) to the M.E.O. title who meet all Civil Service requirements. M.E.O.'s will be expected to perform all required duties of Laborers as per past practice. This provision shall only apply to the two Laborers currently employed (as of February 10, 2005).

ARTICLE 38
TERM

This agreement shall be effective January 1, 2005 and shall remain in full force and effect through December 31, 2008.

TOWN OF LOCKPORT

By: *John B. Austin*
Supervisor

TEAMSTERS LOCAL #264

By: *Edward T. Mc Donnell*
Business Representative

By: *James J. Kelly*
Negotiating Committee

By: *James J. Kelly*
Negotiating Committee

By: *Elizabeth Stanger*
Negotiating Committee

By: *Paul A. Brown*
NEGOTIATING COMMITTEE

APPENDIX A – WAGES

LABORERS

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
1. 0-24 Months	13.00/Hr.	13.50/Hr.	14.00/Hr.	14.60/Hr.
2. 24-48 Months	13.50/Hr.	14.00/Hr.	14.50/Hr.	15.10/Hr.
3. 48-72 Months	14.00/Hr.	14.50/Hr.	15.00/Hr.	15.60/Hr.
4. 72-96 Months	14.50/Hr.	15.00/Hr.	15.50/Hr.	16.10/Hr.
5. 96 Months +	15.00/Hr.	15.50/Hr.	16.00/Hr.	16.60/Hr.

MEO/WATER MAINTENANCE

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
1. 0-24 Months	15.50/Hr.	16.00/Hr.	16.50/Hr.	17.10/Hr.
2. 24-48 Months	16.00/Hr.	16.50/Hr.	17.00/Hr.	17.60/Hr.
3. 48-72 Months	16.50/Hr.	17.00/Hr.	17.50/Hr.	18.10/Hr.
4. 72-96 Months	17.00/Hr.	17.50/Hr.	18.00/Hr.	18.60/Hr.
5. 96 Months +	17.50/Hr.	18.00/Hr.	18.50/Hr.	19.10/Hr.

MECHANIC

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
1. 0-24 Months	16.50/Hr.	17.00/Hr.	17.50/Hr.	18.10/Hr.
2. 24-48 Months	17.00/Hr.	17.50/Hr.	18.00/Hr.	18.60/Hr.
3. 48-72 Months	17.50/Hr.	18.00/Hr.	18.50/Hr.	19.10/Hr.
4. 72-96 Months	18.00/Hr.	18.50/Hr.	19.00/Hr.	19.60/Hr.
5. 96 Months +	18.50/Hr.	19.00/Hr.	19.50/Hr.	20.10/Hr.

METER READER

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
1. 0-24 Months	12.50/Hr.	13.00/Hr.	13.50/Hr.	14.10/Hr.
2. 24-48 Months	13.00/Hr.	13.50/Hr.	14.00/Hr.	14.60/Hr.
3. 48-72 Months	13.50/Hr.	14.00/Hr.	14.50/Hr.	15.10/Hr.
4. 72-96 Months	14.00/Hr.	14.50/Hr.	15.00/Hr.	15.60/Hr.
5. 96 Months +	14.50/Hr.	15.00/Hr.	15.50/Hr.	16.10/Hr.
Red Circle*	.60/Hr.	.50/Hr.	.50/Hr.	.60/Hr.

*For employees currently receiving a wage rate higher than the "96 months +" rate in the progression scale.

The above scale represents a wage increase of \$.60 in 2005, \$.50 in 2006, \$.50 in 2007, and \$.60 in 2008

Wages and benefits retroactive to January 1, 2005.