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**COLLECTIVE
BARGAINING
AGREEMENT**

by and between the

TOWN OF LEWISTON

and

**CIVIL SERVICE
EMPLOYEES
ASSOCIATION, INC.**

(WATER POLLUTION CONTROL CENTER UNIT)

January 1, 2005 – December 31, 2008

RECEIVED 7/18/05

Collective Bargaining Agreement

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 This Collective Bargaining Agreement is made by and between the Town of Lewiston, County of Niagara, State of New York, a municipal corporation of the State of New York through its Town Board, hereafter referred to as the "Employer" or the "Town" and, party of the first part; and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union", is the certified union by the Town of Lewiston Employees Unit, Local 832, party of the second part.

1.2 Purpose and Intent

1.2.1 The general purpose of this Collective Bargaining Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations of the mutual interest of the Employer, Employees, and the Union. The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing a proper service to the community. The fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees shall be maintained.

2 MANAGEMENT RIGHTS

2.1 Management Rights

2.1.1 **Management Rights Clause:** Except as specifically modified by other articles of this Collective Bargaining Agreement, the Union recognizes the sole and exclusive right of the Employer to make and implement decisions with respect to the management of its operations in all respects and the Town not exercising any of these rights shall not be construed as a waiver of them. Such rights and responsibilities include but are not limited to the following: to hire, assign, promote, transfer, layoff, evaluate, discipline, suspend, and discharge employees for cause (except probationary employees without cause); to supervise and direct the working force; to select, test, train and determine the ability and qualifications of employees subject to Civil Service laws and rules; to schedule and assign overtime; to determine the methods, means and organization by which operations are conducted, such as 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; to implement and comply with regulations and requirements issued by any government agency; to make, alter and enforce rules and regulations, policies and procedures; to plan, direct, control and determine all the operations and services of the Town; to introduce, change or eliminate existing methods, equipment or facilities, techniques and processes; to contract and subcontract for materials, services, supplies and equipment; and to carry out the mission of the Town.

Prior to contracting or subcontracting for services, the Town shall first meet with CSEA to determine if bargaining unit employees can perform the services. There shall be no layoff of then current bargaining unit employees as a result of the Town contracting or subcontracting of bargaining unit work.

2.1.2 Rules and Regulations: Employees shall be required to comply with all rules and regulations, policies and procedures of the Town assuming such are not inconsistent or in conflict with the terms of this Collective Bargaining Agreement. New or revised rules, regulations, policies and procedures may be established from time to time. The Union will be given notice of proposed changes and a reasonable opportunity to discuss such changes with management before they are finalized and such changes will be posted for no less than seven working days before they become effective and enforceable. Rules, regulations, policies and procedures shall be fairly and equitably administered and enforced.

2.1.3 Dissolution of the Waste Water Treatment Plant: Before any political subdivision of the State of New York or any private sector company is allowed to take over any or all duties covered by this Collective Bargaining Agreement, at the Waste Water Treatment Plant, the Town shall abide by any and all of the provisions; rules and regulations of the Taylor Law.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The parties agree that the Civil Service Employees Association shall be the sole an exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and for the purpose of grievances, for all full-time and part-time permanent employees of the Employer, which titles are listed below: Senior Waste Water Treatment Plant Operator (A); Waste Water Treatment Plant Operator (A); Waste Water Treatment Plant Operator; Waste Water Treatment Plant Operator Trainee; Laboratory Helper; Water/Waste Water Maintenance Person; Senior Waste Water Maintenance Person; and, Waste Water Maintenance Person.

3.1.2 Scope of Representation: The Civil Service Employees Association shall have a sole and exclusive right with respect to the employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms and conditions of this Collective Bargaining Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine the matters which the membership wishes to negotiate and to pursue all such objectives free from an interference, restraint, coercion or discrimination by the Employer or any of its agents. The Civil Service Employees Association shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Collective Bargaining Agreement and to pursue any matter or issue to any court of competent jurisdiction whatever is appropriate.

3.2 Definition of Bargaining Unit

3.2.1 Regular Full-time Employee: For the purpose of this Collective Bargaining Agreement, a “regular full-time employee” will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

3.2.2 Regular Part-time Employee: For the purpose of this Collective Bargaining Agreement, a “regular part-time employee” will mean and refer to an employee who is regularly scheduled to work more than twenty but less than forty hours per week throughout the year.

3.2.3 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean and refer to someone who is called in to work on a special project that is not routine or to replace an employee who is on an approved leave of absence and will not be eligible for benefits provided through this Collective Bargaining Agreement. Temporary employees may be hired provided that such employees will not adversely affect the procedure for assigning additional hours under 6.1.3. The use of temporary employees will not infringe upon bargaining unit exclusivity.

3.2.4 Seasonal Employee: Seasonal help shall be hired solely for the summer months for a period no greater than one hundred and twenty work days and will not be eligible for benefits provided through this Collective Bargaining Agreement.

3.2.5 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

3.3 Others Performing Bargaining Unit Work

3.3.1 Supervisors: The Chief Operator may perform bargaining unit work to meet the operating needs of the department, provided it does not result in the reduction in the scheduled hours of a given full-time employee or interfere with the procedure for assigning additional hours under 6.1.5; nor will it infringe on bargaining unit exclusivity.

3.4 Dues and Check-off Authorization

3.4.1 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 Town and the Town will deduct and remit the dues, initiation fees, and/or assessments in accordance with 3.5.1, below.

3.4.2 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 within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay service fee (agency shop fee). CSEA has been recognized or certified as the exclusive representative for the employees within the negotiating unit, shall be entitled to have deductions made during the term of the contract from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA. The fiscal officer making such deductions will transmit these amounts to CSEA, 143 Washington Avenue, Albany, New York, 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

3.4.3 Dues/Fees: The CSEA shall have the exclusive right to payroll deduction of dues and union-sponsored insurance and benefit program premiums for employees covered under this Collective Bargaining Agreement. Such dues and premiums shall be remitted to CSEA, 143 Washington Avenue, Albany, New York, 12210 on a payroll period basis.

3.4.4 Indemnification Clause: CSEA agrees to hold the Employer safe and harmless because of the deduction of union dues or agency shop fees.

3.5 Leave for Union Business

3.5.1 Union Business: The Unit President and/or Vice President will be allotted a combined pool of twenty hours annually for the purpose of conducting union related business. This pool of hours will be separate from the personal hours of the union officers and subject to department head approval for their use. January 1st of each year of the contract will start a new twenty hour pool to be used. This pool of hours will not be allowed to accrue, but must be used within each calendar year.

3.5.2 Meetings with Management: The Unit President and/or Vice President will be allowed release time during working hours, without loss of pay or leave credits, to meet with management when the Department Head or Town Supervisor has requested the meeting, or a mutually agreed labor-management meeting.

3.5.3 Requests for Release Time: Requests for the use of release time shall be made to the Department Head as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved by the Department Head.

3.6 Leave for Negotiations

3.6.1 Eligible Employees: The Union may designate employees to attend negotiations with the Town. One representative employee from "days", one from "shift", and one from "outside" will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

3.7 Use of Town Facilities

3.7.1 Union Meetings: CSEA may use the Waste Water Treatment Plant for union meetings after/before working hours after receiving approval from the Town Board, or its designee. All requests for such use shall be given to the Town Board, or its designee, forty-eight hours prior to the meeting.

3.8 Access to Employees

3.8.1 Union Representatives: Representatives of CSEA will be allowed access to the Town's premises for the purpose of conducting legitimate Union business related to the administration of this Collective Bargaining Agreement provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Department Head.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: New employees shall remain probationary until after completion of one hundred eighty calendar days of service from the date of last hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during their probationary period. Probationary employees may be terminated at any time in the sole discretion of the Town. Discharges during the probationary period shall not be the subject of the grievance and arbitration procedure.

4.1.2 Provisional Appointments: Provisional appointments shall receive the job classification, pay shall and all other benefits included in the job classification under Civil Service. The employee will hold this status until a Civil Service examination is available and after taking said examination, shall be notified by the Civil Service as to their future status.

4.2 Seniority

4.2.1 Service Seniority: Seniority is defined to mean the accumulated length of continuous service with the Town, computed from the last date of hire.

4.2.2 Computation of Seniority: For the purpose of calculating the length of service of a regular full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a regular full-time employee. For the purpose of calculating length of service of a regular part-time employee, one year of service will be credited for every 2080 hours of paid work and paid leave. In the event a regular part-time employee is appointed to a position as a regular full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

4.2.3 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.4 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service"; however, the employee's anniversary date will be extended for a period equivalent to the time of such leave.

4.2.5 Workers' Compensation & Military Leave: An employee who is on Workers' Compensation and is not drawing on paid leave credits or who is on military leave will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in "continuous service" and the employee's anniversary date will not be adjusted.

4.2.6 Loss of Seniority: Seniority shall be lost and employment terminated if any of the following occur: Discharge; Resignation; Failure to return promptly upon expiration of authorized leave; Absence for three consecutive working days without leave or notice; Engaging in any other employment during a period of leave; Absence for illness or injury for more than one continuous year; Layoff for longer than twenty-four months.

4.3 Layoff Procedure

4.3.1 First to be Laid Off: The layoff of competitive employees shall be accomplished in accordance with appropriate provisions of the Civil Service Law. In the event of a layoff, a non-competitive employee shall be excised from the work force on the basis of the employee's seniority as defined in Section 4.2, above. The employee with the least seniority in each affected job title shall be the first to be laid off. If additional layoffs within a job title are necessary, such layoff shall occur in accordance with an ascending order of seniority until the total number of employees required to decrease forces is established. Temporary and part-time employees in the affected job title shall be laid off prior to the lay of full-time employees.

4.3.2 Bumping Rights: The displacement of competitive employees shall be accomplished in accordance with appropriate provisions of the Civil Service Law. A non-competitive employee who is laid off shall have the right to displace an employee in a lower job title which the laid off employee has previously encumbered, which is in a direct line of promotion or for which the laid off employee is qualified, provided, however, that the employee who is exercising these displacement rights has greater seniority than the employee being displaced.

4.3.3 Layoff Unit: The bargaining unit shall be considered a designated layoff unit pursuant to Civil Service procedures for layoff.

4.4 Recall Procedure

4.4.1 Recall to Same Job Title: The recall of competitive employees shall be accomplished in accordance with appropriate provisions of the Civil Service Law. In the event there is a vacancy in the job title in the Department where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

4.4.2 Notice of Recall to Same Job Title: An employee shall be notified of the recall by certified mail with a return receipt requested at the employee's last known address. In the event the laid-off employee rejects the recall, the employee shall forfeit all recall rights.

4.4.3 Change of Address: A laid-off employee must notify the Town, in writing, of any change of address or telephone number.

4.4.4 Duration of Recall Rights: An employee who is laid off will be eligible for recall under 4.4.1, above, for up to one year from the date the employee was laid off. 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.

4.5 Performance Appraisal

4.5.1 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 that properly reflect the employee's performance. The form will be developed through labor-management.

4.5.2 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Department Head. Informal evaluations will occur on an as needed basis. The Town'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.

4.5.3 Post-evaluation Conference: After an evaluation, the Department Head will meet with the employee to review the employee's performance appraisal report.

4.5.4 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement and be offered the opportunity for appropriate training.

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

4.6 Personnel File

4.6.1 Content: The personnel records maintained by the Town include, but are not limited to, Employment Applications, Report of Personnel Change Forms; copies of job-required licenses and certificates, Federal and State Withholding Tax Forms, Retirement Enrollment/Waiver Forms, Health Insurance Enrollment/Waiver Forms, performance appraisals, grievance or dispute resolution notices, counseling memoranda, notices of discipline, and probationary reports.

4.6.2 Location of Files: All original personnel records for current employees will be kept in the Town Supervisor's office and will be maintained and controlled by the Town Supervisor. All employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor. All employee substance testing records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor.

4.6.3 Change in Status: An employee must immediately notify the Secretary to the Town Supervisor of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

4.6.4 Employee Access: Access to personnel files is limited. A current employee may review the contents of the employee's own personnel file by submitting a written request to the Secretary to the Town Supervisor and will be scheduled at a mutually convenient time. An authorized official must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee's personnel file without the approval of the Town Supervisor. Any correspondence from the employee pertaining to contents in the personnel file will be entered into the personnel file.

5 VACANCIES & PROMOTIONS

5.1 Notification of Vacancies

5.1.1 Posting: Within fifteen working days after the Town has decided to fill a newly-created position covered by the Collective Bargaining Agreement or a current vacancy covered by the Collective Bargaining Agreement, the vacancy shall be posted at the Waste Water Treatment Plant for a period of ten work days and a copy of the posting shall be given to the unit president. All interested employees should contact the Department Head. In the event that operational needs require the immediate filling of the vacancy, the Town may make a provisional appointment.

5.2 Appointment to Vacancies

5.2.1 Selection (Competitive Class): The Town will be the sole judge with respect to the degree to which applicants meet job qualifications subject to Civil Service law and rules. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Town. Such action shall not be subject to the Grievance Procedure.

5.2.2 Selection (Non-Competitive Class): In the event there is a vacancy in a new or existing job title, the Town 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.

5.2.3 Probationary Period (Promotion/Transfer): 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 Town may rescind the promotion or transfer, provided the employee has been offered the opportunity for appropriate training, and the employee will be reinstated to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. In accordance with Civil Service rules, the Town may waive or shorten the probationary period.

5.2.4 Shift Selection: Notwithstanding the above, after one year of continuous service on a particular shift, an employee may exercise the employee's seniority in respect to choice of shift. When an employee chooses to exercise the employee's seniority for choice of shift, the employee may not utilize that process again for at least one year; this procedure may be utilized only when there is a shift vacancy, which the particular employee is eligible to take. Utilization of seniority shall be the sole criteria for shift choice within a job title.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workday/Workweek (Day Employees): All first shift or day employees covered by this Collective Bargaining Agreement shall work five consecutive days per week; Monday through Friday, eight hours a day, forty hours per week. Notwithstanding the above, the Department Head may establish an employee's scheduled days and hours of work that may differ from the normal days and hours of operation to meet the particular needs and requirements of the department. Once established, the scheduled days or the beginning and ending of an employee's normal workday shall not be changed without the mutual agreement of the employee and the Department Head.

6.1.2 Workday/Workweek (Shift Employees): All shift employees covered by this Collective Bargaining Agreement shall work five consecutive days per week where practicable, Sunday through Saturday, eight hours per day, forty hours per week. Any change in the employee's shift schedule shall be reasonable.

6.1.3 Class 3(a) Operators: Work specifically limited by the DEC to a licensed 3(a) Operator cannot be performed by another employee, unless no other Class 3 employee is available. A reasonable effort will be made to contact all Class 3(a) operators concerning their availability to report to work.

6.1.4 Additional Hours of Work: Hours in excess of an employee's regular scheduled hours per week and hours in excess of an employee's scheduled work day (Sunday through Saturday) shall constitute overtime when authorized by the Department Head.

Overtime must be authorized in advance by the Department Head. However, no employee shall be required to work overtime, except in an emergency, unless the employee has been given reasonable notice in advance considering all circumstances. Failure of an employee to perform required overtime work may be considered a cause for disciplinary action.

6.1.5 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 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 in that job title with the least number of overtime hours.

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

6.2 Meal & Rest Periods

6.2.1 Meal Period (Day & Outside Employees): An employee who works more than six hours in a given day will be entitled to a half-hour unpaid lunch each work day. Meal periods must be approved by the Department Head in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Department Head, an employee may leave the work-site during the meal period.

An employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

6.2.2 Meal Period (Shift Employees): Shift workers shall be entitled to a paid half-hour "discretionary time" per shift each work day. It is agreed and understood the "discretionary" time is with the approval of the Plant Superintendent and such time may be scheduled by the Superintendent based on operational requirements.

6.2.3 Rest Periods (Day & Outside Employees): An employee will normally receive a paid, duty-free rest period 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 period 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 period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest periods must be approved by the Department Head in accordance with the needs and requirements of the department. Unless otherwise directed by the Department Head, all rest periods must be taken at the work-site and may not exceed the time allowed.

6.2.4 Rest Periods (Shift Employees): A "shift" employee may take brief, informal breaks to attend to personal needs.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: The schedule set forth below will be the applicable schedule for the period January 1, 2005 through December 31, 2008, which reflects increases of 2.5 percent on January 1, 2005, 3.0 percent on January 1, 2006, 3.0 percent on January 1, 2007, and 2.5 percent on January 1, 2008.

	1/1/2005	1/1/2006	1/1/2007	1/1/2008
Senior Waste Water Treatment Plant Operator (A)	\$23.76	\$24.47	\$25.21	\$25.84
Waste Water Treatment Plant Operator (A)	\$20.88	\$21.51	\$22.15	\$22.70
Waste Water Treatment Plant Operator	\$20.88	\$21.51	\$22.15	\$22.70
Waste Water Treatment Plant Operator Trainee	\$19.01	\$19.58	\$20.17	\$20.68
Laboratory Helper	\$23.12	\$23.82	\$24.53	\$25.15
Senior Waste Water Maintenance Person	\$25.36	\$26.12	\$26.90	\$27.58
Waste Water Maintenance Person*	\$19.72	\$20.31	\$20.92	\$21.45
Waste Water Maintenance Person	\$19.01	\$19.58	\$20.17	\$20.68
Water/Waste Water Maintenance Person	\$19.01	\$19.58	\$20.17	\$20.68

7.1.2 Start Rate: New hires shall start at the hire rate which shall be two dollars per hour less than regular rate. After six months of service, they shall receive a rate equivalent to one dollar and fifty cents less than the regular rate. After twelve months, they shall receive a rate equivalent to one dollar less than the regular rate. After twenty-four months, they shall receive a rate equivalent to the regular rate.

After six months the Department Head may recommend an increase to the regular rate prior to the expiration of twenty-four months if the new employee's performance and skills warrant it. Under no circumstances shall new hires receive more than the regular rate of incumbents in the same job title.

7.1.3 Shift Differential: The Town will pay an additional \$.50 cents per hour for all hours worked during the second shift (B) and \$.75 cents per hour for all hours worked during the third shift (C). For the purpose of 7.1.3, authorized leave time with pay shall be considered as time worked.

7.2 Premium Pay for Overtime

7.2.1 Overtime Rate: Employees who work overtime will receive one and one-half times their regular base rate for necessary hours worked. Overtime work must be authorized in advance by the Department Head.

7.2.2 Overtime Computation (Paid Leave): Hours for pay received by employees for a sick day will not be counted in the computation of overtime. Hours for pay received for a holiday, floating holiday, personal day, vacation day, bereavement leave, and jury duty leave will be counted in the computation of overtime hours.

7.2.3 Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. In the event the employee chooses to receive compensatory time, the employee will be credited with one and one half hours per one hour of overtime worked. An employee may not convert more than forty hours into compensatory leave time in any given calendar year (equaling sixty hours of compensatory time). The employee must receive prior approval from the employee's Department Head to take compensatory leave, which must be scheduled during the day shift. The Department Head will have total discretion in the approval of compensatory leave. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

7.3 Call-In Pay

7.3.1 Compensation: Employees eligible for overtime pay who are called into work before or after their regular starting or stopping time, shall be paid a minimum of two hours, or actual hours worked, whichever is greater, at their regular base rate of pay. If they have already actually worked forty hours, they will be paid at one and one-half times their regular base rate.

7.3.2 Start Time: The pay for an employee who is called out for emergency duty will begin when the employee arrives at the plant and/or worksite.

7.4 Out of Title Pay

7.4.1 If a Town employee works in a higher level job classification for a consecutive period greater than five work days, excluding vacation period, the employee shall be paid at the "out of title" rate for that period in excess of five days.

7.5 Pagers

7.5.1 Maintenance and Operators: Maintenance employees and operators who are on standby and assigned a beeper will receive a beeper stipend of fifty dollars for each week on standby, in addition to any call-in pay the employee may receive.

7.6 Pay Period

7.6.1 Payroll Period: The payroll period will begin Sunday at 12:01 a.m. and end fourteen calendar days later on Saturday at 11:59 p.m. An employee's paycheck will be based on the amount earned during the preceding payroll period.

7.6.2 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.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: All regular employees who have been continuously employed shall be entitled to fourteen holidays with pay each calendar year as follows:

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

In addition, each employee is entitled to one "floating holiday" to be used between January 1st and December 31st of each year. An employee must receive prior approval from the Department Head to take the holiday, which may be used in half-day segments.

8.1.2 Holiday Pay Eligibility: Full-time employees are eligible for paid holidays. Part-time employees are eligible for paid holidays only if the day the holiday is observed by the Town is the employee's normally scheduled workday.

8.1.3 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which regular full-time employees are not scheduled to work, the holiday for those employees will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as determined by the Department Head and the employee. For example, if the holiday falls on a Saturday, it shall be observed on the Friday preceding it; or, if the holiday falls on a Sunday, the holiday shall be observed on the following Monday.

8.1.4 Holiday Pay: A regular full-time employee or regular part-time employee who **does not** work on a designated holiday will be paid at the straight time rate for the day, provided the part-time employee was otherwise scheduled to work on that day.

8.1.5 Assigned to Work on a Holiday: Employees scheduled to work on a holiday must do so. If an employee is required to work on a holiday, the employee will be paid one and one-half times the employee's normal rate for the actual hours worked plus "holiday pay".

8.1.6 Holiday Pay Requirements: Employees must work their *scheduled* day before and the *scheduled* day after a holiday in order to be eligible for holiday pay.

8.1.7 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

8.1.8 Religious Holidays: An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Department Head at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

8.2 Vacation Leave

8.2.1 Allowance (Monthly Accrual): A regular full-time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule. A regular part-time employee will be credited with paid vacation leave prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%. Vacation shall be taken by the employee and paid by the Employer on the basis of the employee's applicable workday, week and salary or hourly rate at the time the employee takes vacation or is paid for it.

	CREDITS PER MONTH
Upon hire	6.67 hours (equals 80 hours/year)
Upon start of 5 th year of service	10.00 hours (equals 120 hours/year)
Upon start of 10 th year of service	13.33 hours (equals 160 hours/year)
Upon start of 15 th year of service	16.67 hours (equals 200 hours/year)

For example, an employee who has completed four years of continuous service on February 26th will see an increase in the number of hours credited from 6.67 hours per month to 10 hours per month on March 1st; similarly, an employee who has completed nine years of continuous service on August 5th will see an increase from 10 hours per month to 13.33 hours per month on September 1st.

8.2.2 New Employees: A newly hired employee may not use accumulated vacation leave credits until after completion of six months of continuous employment.

8.2.3 Accrual During Leaves of Absence: An employee who works or is paid for eight days or more in a given month will accrue vacation leave credits on the first day of the following month. An employee will be credited with vacation leave credits while on a paid leave of absence. An employee will be credited with vacation leave credits while on military leave or an unpaid leave of absence under Workers' Compensation.

8.2.4 Accumulation: An employee may accumulate vacation leave credits to a maximum of two hundred hours. Any vacation credits in excess of the maximum accumulation will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days. Further, the Department Head may allow an employee to accumulate more than the maximum in the event the employee has a special need in a given year.

8.2.5 Pay Advance: Upon the employee's request, vacation pay shall be paid to the employee at the commencement of the vacation, with two weeks notice to the payroll department.

8.2.6 Scheduling: As far as possible, vacation shall be granted to employees at the time most desirable to them, but the final right to determine the time of vacation for any employee is expressly reserved to the Employer in order to ensure orderly operations of its business. Vacation leave may not be used in increments of less than four hours. An employee may take vacation leave only after it has been credited.

8.2.8 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. Upon the death of the employee, all of the employee's unused vacation time shall be paid to the employee's estate.

8.3 Sick Leave

8.3.1 Allowance (Monthly Accrual): A regular full-time employee will be credited with eight hours of paid sick leave each month. The employee will be credited on the first day of the month after it has been earned. A regular part-time employee is not eligible for paid sick leave but may be allowed to take time-off without pay provided the individual has prior approval from the Department Head.

8.3.2 Additional Allowances: In the event of prolonged illness to a regular long term employee with three or more years of service, a request may be made to the Town Board for additional sick leave up to one hundred and sixty hours at half pay after all vacation and personal days are used. Such request must be in writing with medical confirmation as to the inability of the employee to perform their regular work duties. The Board, at its discretion, will make a judgment based on the particular situation.

8.3.3 Accrual during Leaves of Absence: An employee who works or is paid for eight days or more in a given month will accrue sick leave credits on the first day of the following month. An employee will be credited with sick leave credits while on a paid leave of absence. An employee will **not** be credited with sick leave credits while on military leave or an unpaid leave of absence under Workers' Compensation.

8.3.4 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. In the event the NYS Retirement System increases the number of days that can be applied to 41-j, the parties will reopen negotiations for the sole purpose of negotiating an increase.

8.3.5 Use of Sick Leave: The purpose of sick leave with pay is to afford the employee a degree of protection against the loss of any pay which the employee would otherwise incur because of the injury or illness. Sick leave may be taken in the event of sickness of the employee, which shall be defined as illness, bodily injury or quarantine. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. A full-time employee may take up to five sick days per year for sickness or injury to a spouse or child where the employee's presence at the hospital or home is necessitated. Sick leave with pay is not to be granted for any other reasons. Sick leave credits may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

8.3.6 Notification of Sick Leave: Employees must notify their Department Head, or designee, prior to their normal starting time of each work day. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to notify the Department Head will result in loss of pay for the illness.

8.3.7 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is demonstrating a pattern of abuse or excessive use of sick leave. The Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

The use of more than two units of sick leave in any thirty calendar day period shall result in the requirement of a physician's note for any further use of sick leave during that thirty-day period. For the purposes of this article, a unit of sick leave shall be defined as a single day or any group of consecutive sick days used during the thirty calendar period.

Absences exceeding five consecutive days must require a doctor's report certifying that the employee is satisfactory to return to work, prior to the employee's actual commencement of work.

The Town retains the right to check each person reporting sick. The employee being paid is required to be at home unless the employee produces evidence otherwise from a doctor, hospital or clinic visitation.

8.3.8 Use of Accumulated Sick Leave Credits: An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits – Use of Sick Leave Credits *and* Workers' Compensation Benefits – Use of Sick Leave Credits).
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).
- Apply accumulated sick leave credits toward the monthly premium payments during retirement. The value of the sick leave credits will be set at 50% of the employee's rate of pay at the time of retirement (see Medical Insurance for Retirees).

8.3.9 Retirement Credit: The Town has elected to provide Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

8.3.10 Retirement Buy-Back: An employee hired before January 1, 2000 who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for unused sick leave credits (at the employee's rate of pay at the time of retirement) up to a cost of three thousand dollars (\$3,000.00).

An employee hired on or after January 1, 2000 who retires from the Town and has been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to one-tenth of the employee's accumulated sick leave, up to a maximum of three thousand dollars (\$3,000.00). Payment will be at the employee's rate of pay at the time of retirement.

8.3.11 Termination of Employment: An employee who resigns, is laid off, or is terminated from employment due to disciplinary action will not receive cash payment for unused sick leave.

8.3.12 Good Attendance Incentive: As a financial incentive to reduce both the use of medically undocumented sick time and to reduce the cost associated with absenteeism, the Town will offer the following program. For the period of December 1 through November 30, any full-time regular employee who has used six or less medically undocumented sick leave days shall receive the following:

Upon Completion of	Bonus
Five to Ten Years of Service	\$104
Ten to Twenty Years of Service	\$208
Twenty-one to Thirty Years of Service	\$416
Thirty Years of Service and each year thereafter	\$624

Longevity shall be defined as the years of uninterrupted full-time service with the Town, excluding layoff.

This financial incentive shall not be added to the base hourly rate/salary and shall be paid in December of each year.

8.4 Personal Leave

8.4.1 Allowance (front-loaded): Each covered full-time employee shall be entitled to sixteen hours of paid personal leave on January 1st of each year for the purpose of conducting personal business. A regular part-time employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided the individual has prior approval from the Department Head.

8.4.2 New Employees: An employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. For example, a full-time employee who is hired on July 1st will be credited with eight hours of paid personal leave.

8.4.3 Accumulation: An employee may not accumulate personal leave credits. However, one personal leave day may be carried over into the first three months of the next year upon written request to the supervisor. The other personnel leave day if not used will be added to the employee's sick leave bank.

8.4.4 Scheduling: Except for emergencies, an employee wishing to take a personal leave must give twenty-four hours advanced notice to the Department Head. Personal leave may be taken in half-day increments. An employee may take personal leave only after it has been credited.

8.4.5 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

8.5 Bereavement Leave

8.5.1 Immediate Family: A regular full-time employee shall be granted up to five days bereavement leave in the event of a death in employee's immediate family. Such leave will be without loss of pay or leave credits. Such leave shall consist of up to five scheduled workdays between the date of the death and two workdays after the date of the burial. For purposes of bereavement leave, "immediate family" is defined as: husband, wife, child (foster or other), father and mother.

8.5.2 Other Family: In the case of death to any other family members as described below, a regular full-time employee shall be granted up to three days bereavement leave. Such leave will be without loss of pay or leave credits. Such leave shall consist of up to three scheduled workdays between the date of the death and one day after the date of the burial. For purposes of bereavement leave, "other family" is defined as brother, sister, grandfather, grandmother, mother-in-law, father-in-law or other relatives residing in the household and considered dependent(s) under income tax regulations and one day for in-law grandparent.

8.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits, personal leave credits, compensatory time, and/or floating holiday to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Department Head. The Department Head shall have total discretion in the approval of such additional bereavement leave.

A regular part-time is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the individual has prior approval from the Department Head.

8.5.4 Bereavement Leave During Unpaid Leave: If the death occurs during an unpaid leave, no bereavement leave shall be granted.

8.5.5 Notification & Verification: The employee is to notify the Department Head, as soon as practical, who will authorize such leave. Upon return to work, the employee is to provide evidence of said death to the Department Head.

8.6 Jury Duty

8.6.1 Leave of Absence: In the event an 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 without loss of pay or leave credits.

8.6.2 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.

8.6.3 Return to Duty: Employees will report to work prior to or subsequent to the performance of their jury duty, on the same day, if the complete day is not all credited to jury duty.

9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence other than under the Town's Family and Medical Leave Policy may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

9.1.2 Request for Unpaid Leave: An employee requesting such a leave shall make a request in writing to the town board for their sole and exclusive approval.

9.1.3 Return to Work: In the event the employee fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization, the Town Board, with approval from the Department Head, may conclusively presume that the employee has voluntarily resigned from employment.

9.2 Leaves for Promotions Outside Bargaining Unit

9.2.1 General Terms: Leaves of absence will be granted to employees who accept a provisional or probationary appointment within the Town's service. The length of leave shall be extended until the employee has attained permanent status in the higher grade position. Should the employee fail to attain permanent status in the promotional position, the employee may return to the employee's former position.

10 INSURANCE

10.1 Medical Insurance

10.1.1 Insurance Plan: The Town will make available a choice of medical insurance plans to each eligible regular full-time employee and the employee's eligible family. The effective date of coverage will begin in accordance with the rules and procedures established by the plan.

The plans being offered are:

Community Blue 1
Community Blue 2
Community Blue 3
Independent Health
Univera

In the event an insurance carrier changes the prescription drug co-pay, or other plan benefits, the parties will meet for the purpose of effects bargaining.

Other plans may be offered as they become available.

In no event shall the Town 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 other expense not covered or reimbursed by the insurance plan. However, through a reimbursement account, the Town will reimburse each eligible employee for the cost of deductibles and co-payments and any legitimate medical, dental, vision, drug care, life insurance, or long-term disability expenses that are not covered by the insurance plan up to the following maximums:

Family Coverage: \$900 per calendar year
Individual Coverage: \$500 per calendar year

Restrictions: Any portion of the Medical /Flex care plan bill covered by another plan shall not be covered by the Town of Lewiston. No payment of unused monies will be disbursed upon termination of employment. The Plan Administrator will be responsible for interpretation of the flex plan and resolution when questions arise regarding the administrative procedure. When necessary, the Town Board has the final authority to deal with issues not resolved.

10.1.2 Premium Payment (Hired Before 1-1-2000): The following pertains only to employees hired before January 1, 2000:

Effective January 1, 2005, for an employee who selects family coverage under any of the plans listed in 10.1.1, above, the Town will contribute an amount not to exceed the full premium of the Community Blue 3 plan for family coverage; for an employee who selects individual coverage under any of the plans listed in 10.1.1, above, the Town will contribute an amount not to exceed the full premium of the Community Blue 3 plan for individual coverage. In the event an employee selects a plan with a premium greater than that of Community Blue 3, the employee's contribution will be deducted from the employee's regular paycheck on a pre-tax basis (refer to 10.2.3, below).

Effective January 1, 2006, for an employee who selects family coverage under any of the plans listed in 10.1.1, above, the Town will contribute an amount not to exceed the "average" of the annual premium of the Community Blue 3 plan for family coverage and the annual premium of the New York State Teamsters Council Health and Hospital Fund Select Plan for family coverage; for an employee who selects individual coverage under any of the plans listed in 10.1.1, above, the Town will contribute an amount not to exceed the "average" of the annual premium of the Community Blue 3 plan for individual coverage and the annual premium of the New York State Teamsters Council Health and Hospital Fund Select Plan for individual coverage. In the event an employee selects a plan with a premium greater than the "average", the employee's contribution will be deducted from the employee's regular paycheck on a pre-tax basis (refer to 10.2.3, below).

10.1.3 Premium Payment (Hired After 1-1-2000): The following pertains only to employees hired on or after January 1, 2000:

Effective January 1, 2005, for an employee who selects family coverage under any of the plans listed in 10.1.1, above, the Town will contribute an amount not to exceed 80% of the premium of the Community Blue 3 plan for family coverage; for an employee who selects individual coverage under any of the plans listed in 10.1.1, above, the Town will contribute an amount not to exceed 80% of the premium of the Community Blue 3 plan for individual coverage. The employee's contribution will be deducted from the employee's regular paycheck on a pre-tax basis (refer to 10.2.3, below).

Effective January 1, 2006, for an employee who selects family coverage under any of the plans listed in 10.1.1, above, the Town will contribute an amount not to exceed 80% of the "average" of the annual premium of the Community Blue 3 plan for family coverage and the annual premium of the New York State Teamsters Council Health and Hospital Fund Select Plan for family coverage; for an employee who selects individual coverage under any of the plans listed in 10.1.1, above, the Town will contribute an amount not to exceed 80% the "average" of the annual premium of the Community Blue 3 plan for individual coverage and the annual premium of the New York State Teamsters Council Health and Hospital Fund Select Plan for individual coverage. The employee's contribution will be deducted from the employee's regular paycheck on a pre-tax basis (refer to 10.2.3, below).

10.2 Pre-Tax Medical Expenses

10.2.1 Eligibility: A regular full-time employee is eligible to enroll in a Section 125 plan, provided the employee meets all eligibility requirements for medical insurance.

10.2.2 Election Changes: Eligible employees may enroll or decline coverage in the Section 125 Plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

10.2.3 Pre-Tax Insurance Premiums: An employee may elect to pay the employee's contribution towards medical insurance premiums with pre-tax dollars.

10.2.4 Flexible Spending Accounts: An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA), dependent care FSA, or both. Money set aside in an employee's medical care FSA may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care FSA may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's FSA account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator.

10.3 Medical Insurance Buy-out

10.3.1 Eligibility: Full-time employees covered by health insurance provided by the Employer as an employee benefit may be covered presently by duplicate coverage held through employment benefits of a spouse or themselves. In order to reduce expenses of the Employer, the Employer offers an alternative benefit: employees covered by the policies of such insurance may submit written proof of the coverage, under the employment benefits of the spouse or themselves, and receive a cash buy-out in lieu of receiving medical insurance benefits. No payment can be granted without specific proof of such alternate coverage in a manner and form to be determined by the Employer and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Employer. In the case where both spouses are eligible for the health insurance coverage paid by the Employer, they must enroll in the same plan (two-person or family) and there will be no buyout option.

10.3.2 Amount of Buy-Out: An employee who is eligible for the medical insurance buy-out will receive two thousand dollars (\$2000) each calendar year. The buy-out is subject to applicable taxes.

10.3.3 Method of Payment: Payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

10.3.4 Reinstatement: Should such alternate coverage cease; written notice must be provided the Employer with a request for reinsurance under the Employer's plan. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

10.4 Surviving Spouse Medical Insurance

10.4.1 Eligibility: For a deceased employee, with fifteen years of service or more, who dies in service, and who had dependents/spouse and were covered at the time of death, the Employer will continue to pay for medical coverage for the survivor(s) for a period of two years, or until the youngest dependent is nineteen years old, but in no event for more than ten years. Such coverage will cease if the spouse remarries or becomes employed where health insurance is available.

10.4.2 Premium Payments: The Employer's contribution will be as follows:

Years of Service	Spouse's Share/Employer's Share
Fifteen years but less than twenty	75% / 25%
Twenty years but less than twenty-five	50% / 50%
Twenty five years but less than thirty	25% / 75%
Thirty years or more	0% / 100%

10.5 Workers' Compensation Insurance

10.5.1 Coverage: In accordance with New York State law, the Town will provide a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

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

10.5.3 Reporting of Injury: An employee should report an injury to the appropriate Department Head within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim.

10.5.4 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 the insurance company makes payment, the Town shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement Workers' Compensation.

10.5.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for **up to a maximum of one year** provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

10.6 Short-Term Disability Insurance

10.6.1 Coverage: The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

10.6.2 Plan: The Town may, at its discretion, change carriers and/or offer an alternative short-term disability plan.

10.6.3 Premium Payment: The Town will pay the full premium for short-term disability insurance for each eligible employee.

10.6.4 Reporting of Injury: An employee must submit a written report of the injury to the employee's Department Head, on the proper form, within twenty-four hours of the occurrence.

10.6.5 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement short-term disability.

10.6.6 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for **up to a maximum of one year** provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

11 RETIREMENT BENEFITS

11.1 State Retirement System

11.1.1 Summary: all employees covered under this Collective Bargaining Agreement shall be provided Section 75-i of the Retirement Law and Social Security Law of the State of New York. In addition, the Town will provide Section 60-b and 41-j of the Retirement and Social Security Law.

11.2 Medical Insurance for Retired Employees

11.2.1 Coverage: The Employer offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from employment with the Town and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the medical insurance plan on the retiree's last date of employment with the Town. However, any retiree who is eligible for and can be covered by medical insurance benefits of any program such as, but not limited to employment after retirement, will not be covered by this plan. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage until meeting the eligibility requirements for Medicare. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

Town retirees not eligible for the above-mentioned benefits may contribute the full premium amount if said retirees want to obtain this group coverage.

11.2.2 Eligibility: To be eligible for coverage, the retiree must meet all of these requirements: 1) have at least twenty years of service with the Water Pollution Control Center and/or the Town of Lewiston; 2) have retired directly from the Water Pollution Control Center; and, 3) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

11.2.3 Plan Changes: Any changes to the above conditions must be negotiated between the parties CSEA and the Town.

11.2.4 Premium Payment: For an eligible retiree who has at least **thirty** years of service and retires at the age of **fifty-five** or older, the Employer will pay the full premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

For an eligible retiree who has at least **twenty** years of service and retires at the age of **sixty-two** or older, the Employer will pay the full premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

For an eligible retiree who has at least **twenty** years of service and retires between the ages of **fifty-eight** and **sixty-two**, the Employer will pay ninety percent (90%) of the premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

For an eligible retiree who has at least **twenty** years of service and retires between the ages of **fifty-five** and **fifty-eight**, the Employer will pay eighty percent (80%) of the premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

11.2.5 Medicare: Coverage under a medical insurance and prescription drug plan made available through the Town will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time Medicare Part A and B will become the primary coverage of the retiree and/or spouse. Further, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Town. The Town will NOT reimburse an eligible retiree and/or spouse for the cost of the Medicare Part B premium.

11.2.6 Use of Sick Leave Accruals: At the time of retirement, an employee may elect to apply accumulated sick leave credits toward monthly premium payments for retiree medical insurance. The value of the sick leave credits will be set at **fifty percent** of the employee's rate of pay at the time of retirement. If the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under 41-j, only the remaining portion will be used for the payment of retiree medical insurance premiums.

12 TRANSITIONAL DUTY

12.1 Transitional Duty Program

12.1.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position as set forth in the job description established by the Town, the Department Head may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

12.1.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less by the insurance carrier **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Town. The Town shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations. An employee who refuses to submit to a medical examination ordered by the Town will be subject to appropriate disciplinary action.

12.1.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

12.1.4 Wages and Benefits: While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to regular full-time employees set forth in this Collective Bargaining Agreement.

12.1.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

12.1.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination and may be subject to appropriate disciplinary action.

13 GENERAL PROVISIONS

13.1 Work Accoutrements

13.1.1 Safety Equipment: If an employee is required to wear safety goggles or shields for shop use or any protective device as a condition of employment, the Town at no expense to the employee, will provide these items to the employee.

13.1.2 Work Jackets: The Town will provide one work jacket during the contract term effective January 1, 2005. In the event a jacket becomes unserviceable due to normal wear and tear the Town will replace the jacket provided; the employee turns in the unserviceable jacket. If the jacket is damaged, lost/stolen through the negligence of the employee, replacement will be at the employee's expense.

13.1.3 Uniforms: An employee covered under this Collective Bargaining Agreement will receive eleven sets of uniforms. Maintenance employees will receive three sets of coveralls. Uniforms and coveralls will be cleaned, maintained, and replaced by the Town.

13.1.4 Safety Boots: The Town will provide OSHA/ANSI approved safety shoes/boots, or upon approval by the Town, other work-related garments such as but not limited to insulated coveralls. The Town will contribute, one hundred dollars (\$100.00) per employee per contract year. This allowance may be allowed to accrue for a two-year period up to a total of two hundred dollars (\$200.00). The employee will pay for any additional cost beyond the stated amount. The Town will select the vendor(s). This equipment must be worn while at work as a condition of employment.

13.1.5 Gloves: The Town will provide gloves as may be required in the normal course of the performance of duties.

13.1.6 Leaves of Absence: The above referenced items will only be provided to personnel who are regularly scheduled for work and are not on extended sick leave, worker's compensation or other leave with or without pay.

13.2 Procedures for Training Activities

13.2.1 Required Training: When employees are required by the Town to attend training programs, seminars, or other related activities, the Town will be responsible for all tuition costs, registration and expenses connected with such training. When available, transportation will be provided by Town vehicles.

13.2.2 Voluntary Training: If employees voluntarily request to attend training programs, seminars or license certification classes, upon approval by the Town, the Town may assist by providing tuition or registration costs and transportation by Town vehicle (if available). All other out of pocket expenses will be the responsibility of the employee.

13.2.3 Operator's License (renewal): In addition to the above, employees covered under this Collective Bargaining Agreement who are required to maintain a DEC Operator's license, or who possess one, for their job title will be allowed up to twelve hours training time per year for courses, seminars, and/or training session, either at the facility or attendance at other facilities or locations in the vicinity. Tuition and transportation will be provided or reimbursed with the approval of the Town. Shift employees attending this training in addition to regular shift coverage, will be offered compensatory time off, at straight time, for time actually spent in training (no travel time allowed). Comp Time must be mutually agreed upon in advance between employees and Department Head so as not to conflict with any scheduling or create any overtime. Comp time must be scheduled on the day shift, Monday - Friday as soon as possible (within ninety days). Comp time cannot be accrued. Any Comp time not taken within agreed upon time will be lost.

13.2.4 Operator's License (initial): Upon approval by the Town, an operator may elect to take a correspondence course to obtain required operator's license contact hours with the cost of the course reimbursed upon successful completion of the course.

13.3 Residency

13.3.1 All employees are required as a condition of employment with the Town of Lewiston to have their place of abode either in the Town of Lewiston or Town of Porter for the life of their employment except as stated below:

(a) Any employee employed by the Town who prior to January 1, 1993 did not reside within the limits of the Town of Lewiston or the Town of Porter, may continue to reside outside the limits specified so long as the employee does not move to another residence.

(b) An employee may be relieved from the residency requirement stated above where special circumstances exist or the nature of the employee's employment is such as it requires residing outside the Town of Lewiston or the Town of Porter. The Town will not be arbitrary or capricious in deciding relief from the residency requirements under a hardship case (s).

(c) New employees must establish residency within the Town of Lewiston or the Town of Porter within six months period. An extension may be granted at the Town Board's discretion.

13.4 Driver's License

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

13.4.2 Loss or Suspension of Driver's License: An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the Town.

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

13.3.4 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 Department Head 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 Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the appropriate Department Head 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.

13.3.5 Cost of CDL: The Town will pay the differences between the cost of the regular operator's license and a CDL license fee for those who maintain one.

13.5 Mileage

13.5.1 Reimbursement Rate: With administrative approval, an employee must use Town-owned vehicles. If it is not possible to use a Town-owned vehicle, the Town shall provide mileage allowance in the same amount as that is promulgated by the Internal Revenue Service to those employees required to use their personal motor vehicle on Town business.

14 DUE PROCESS PROCEDURES

14.1 Grievance Procedure

14.1.1 Definition: For the purposes of this Collective Bargaining Agreement, a grievance is a dispute or difference of opinion raised by an employee or the CSEA against the Town involving an alleged violation of an expressed provision of this Collective Bargaining Agreement.

14.1.2 Grievance Procedure: A grievance filed against the Town shall be processed in the following manner:

Step 1 (appeal to Department Head): The aggrieved party and steward who has a grievance shall submit the grievance in writing to the employee's Department Head, or designee, specifically indicating that the matter is a grievance under this Collective Bargaining Agreement. The grievance shall contain a complete statement of the facts, the provision(s) of the Collective Bargaining Agreement which are alleged to have been violated and the relief requested. The grievance must be submitted, in writing, to the Department Head within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge. The Department Head, or designee, shall have ten business days to give a written response.

Step 2 (appeal to Town Supervisor): If the matter is not resolved at the above Step, and the Union wishes to appeal a grievance to Step 2 of the grievance procedure, it shall be submitted in writing on the executed form to be provided within five business days after receipt of the Department Head's response, or when the response should have been received, and presented to the Town Supervisor who shall schedule a meeting with representatives of the Union to discuss the grievance. The grievance shall include the name(s) and the position(s) of the aggrieved party; current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Collective Bargaining Agreement alleged to have been violated.

Step 3 (appeal to Arbitration): If at this point, the grievance has not been settled, the Union shall have the right to submit such grievance to arbitration, provided, such written submission is made within five business days after receipt in Step 2 written response, or when the response should have been received.

The parties shall attempt to agree upon an arbitrator within five business days after receipt of notice of referral. In the event that the parties are unable to agree upon an arbitrator within a five-day period, the Union may request the NYS Public Employment Relations Board to submit a panel of arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. From the panel submitted, the parties shall elect an arbitrator by alternating striking out of names from the panel. The remaining person shall be designated the arbitrator.

The arbitrator shall then be notified of the selection and shall be requested to set a time and date for the hearing, subject to the availability of the parties.

The fee and expenses of the arbitrator shall be paid equally by the parties.

14.1.3 Limitation and Authority of the Arbitrator: The arbitrator shall have no right to amend, modify, nullify; ignore, or add to or subtract from the provisions of this Collective Bargaining Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Collective Bargaining Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in anyway, applicable laws, or of rule and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in anyway limit or interfere with the powers, duties and responsibilities of the Town under law and applicable court decisions. Any decisions or awards of the arbitrator rendered within the limitations of the Collective Bargaining Agreement shall be final and binding upon the Town, the CSEA, and employees covered by this Collective Bargaining Agreement.

14.1.4 Time Limits: If the grievance is not presented by the employee or the CSEA within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or CSEA. If grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Town's last answer.

14.2 Discipline and Discharge

14.2.1 Discipline for Just Cause: The Town shall not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

Causes for immediate discharge of an employee shall include, but not be limited to the following:

Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person, whether on or off Town premises;

Possession of weapons, including but not limited to knives, firearms, and explosives, on Town property or in Town vehicles;

Possession or use of alcohol or non-prescription controlled substances on Town property or in Town vehicles;

Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town;

Preparation or manipulation of another employee's time record;

Acts of sabotage, including the work of another employee;

Gross insubordination or willful refusal to comply with the lawful order or instruction of the Department Head; or

Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.

14.2.2 Notice of Discipline: Any employee who is suspended without pay, discharged, received a disciplinary demotion, or letter of reprimand must be served with a notice of such action setting forth the reason for such action. This notice is to be presented to such employee at the time the action is taken and a copy is to be served within twenty-four hours upon the CSEA representative. The Town may establish and enforce binding rules in connection with its operation and maintenance of discipline.

14.2.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, 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 CSEA representative.

14.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the NYS Public Employment Relations Boards in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received. The fees and expenses of the arbitrator shall be shared equally by the Town and the Union.

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.

If the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision. The time limitation as specified herein may be waived by written mutual agreement of the parties to the dispute.

14.2.5 Civil Service Rights: All permanent employees covered by the Collective Bargaining Agreement shall be afforded the protection of the procedure set forth above. This provision wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law and shall constitute a waiver of the employee's rights under Section 75.

15 APPLICATION OF AGREEMENT

15.1 Duration of Agreement

15.1.1 This Collective Bargaining Agreement shall be effective as of the first day of January 2005 and continue in full force and effect until the 31st day of December 2008 and shall not be modified except by written agreement of the parties. Such written agreement shall be attached as addenda to this Collective Bargaining Agreement.

15.2 Complete Agreement

15.2.1 This Collective Bargaining Agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this Collective Bargaining Agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Union to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

15.3 Severability

15.3.1 In the event that any provisions of this Collective Bargaining Agreement between the parties shall be held by a court or administrative agency of competent and final jurisdiction to be invalid or 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 calendar days on written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

15.4 Civil Service Law

It is hereby understood and agreed that this Collective Bargaining Agreement and each and every party hereof is subject to the provisions where applicable, of the New York State Civil Service Law, any rules, regulations, provision, ordinances, resolution, or actions of any kind or nature of the state or local Civil Service Commission or personnel officer (all collectively referred to as the "Law") and shall be construed and enforced only to the extent allowable and within the limits of the Law, as if such Law were a specific amendment to this Collective Bargaining Agreement.

15.5 Legislative Action

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.

15.6 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on June __, 2005.

TOWN OF LEWISTON

CIVIL SERVICE EMPLOYEES ASSOCIATION

Fred Newlin
Town Supervisor

Candy Saxon
Labor Relations Specialist

Michael A. Richardson
Labor Relations Consultant

David Harvey
Unit Member

Don Haseley
Unit Member