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#### **Contract Database Metadata Elements**

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MEC 19131

**TENTATIVE  
AGREEMENT**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

AUG 15 2008

**BETWEEN**

**ADMINISTRATION**

**THE SUPERVISOR OF THE TOWN OF  
PARMA**

**AND**

**ROCHESTER REGIONAL JOINT BOARD,  
LOCAL UNION 231,  
affiliated with  
UNITE HERE!, AFL-CIO**

**January 1, 2008 – December 31, 2009**

**RECEIVED**

AUG 18 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

10

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## **ARTICLE I**

### **COVERAGE**

The term "employee" as used in this Agreement shall include all full-time Mechanics, HMEO's, MEO I's MEO II's and Laborer employees employed by the Town at its Highway facility in Parma, New York and at any future location of such facility, excluding supervisors, managerial and confidential employees, clerical workers, seasonal and part-time workers, guards as defined by Public Employees' Relations Board, and all other employees A full-time employee is an employee who is regularly scheduled to work and typically works more than thirty-five (35) hours per week .

## **ARTICLE II**

### **UNION RECOGNITION**

A. The Employer recognizes the Union as the exclusive collective bargaining agent with reference to wages, hours and working conditions for employees covered by this Agreement.

B. The Employer shall recognize and deal with persons designated in writing by the Union to serve as representatives of the employees covered by this Agreement.

C. The Employer agrees to make available to the Union such payroll and production records as the Union may reasonably require to fulfill its legal and contractual obligation to serve as the collective bargaining agent for employees covered by this Agreement.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

A. The Town retains the sole right to manage its operations and services and to direct its work force, including, by way of example and not by way of limitation, the sole right: (1) to determine the services which the Town will provide, the activities in which the Town will engage, the number and location of its buildings and facilities, the methods and procedures of providing services to the Town's constituents, and the size and composition of the Town staff; (2) to establish new positions or change the content of existing positions; (3) to sell, use, lease, discontinue, or dispose of any part of its building, equipment, services or materials; (4) to maintain order and efficiency in Town operations which includes, by way of example and not by way of limitation, the right to regulate personnel practices, the right to establish work rules, and the right to establish procedures for evaluating the performance of its employees, and the right to discipline, suspend, and discharge employees; (5) to hire, lay off, assign, transfer, and promote employees, including the right to determine qualifications of employees or prospective employees; (6) to determine and adjust the starting and quitting times and the numbers of hours to be worked for employees covered by this Agreement; (7) to interview and speak with its employees about all matters relating to or affecting the Town's business, duties, services and mission (including disciplinary matters and matters that might result in discipline); and (8) to establish or change production standards or other terms and conditions of employment, subject to the requirement that the Town negotiate over any mandatory subject of bargaining affected by any change adopted by the Town and further subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement or provided by law.

B. Any of the rights, powers and authority that the Town and its representatives had prior to entering this Agreement are retained by them except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

C. The failure to exercise a particular management right or function, or the exercising of a management right or function in a particular manner, shall not constitute a waiver of the right to exercise such management right or function in any manner not in conflict with the law or a specific provision of this Agreement.

D. The policies and procedures contained in the Town of Parma Employee Handbook adopted January 4, 2005 (the "1/4/05 Handbook"), as amended by the Town Board from time to time, shall apply to employees covered by this Agreement, except to the extent that this Agreement or the 1/4/05 Handbook specifically provides otherwise. In all circumstances, where this Agreement and the 1/4/05 Handbook both address an issue, this Agreement shall control for covered employees as defined in Article I. Any change to the 1/4/05 Employee Handbook which affects wages, hours, or working conditions, that is, any mandatory subject of bargaining, will not be effective for employees covered by this Agreement without first fulfilling the duty to bargain in good faith over such a change.

#### **ARTICLE IV**

##### **UNION BUSINESS AND RIGHTS**

A. Bulletin Board – The Town shall designate bulletin boards in its Highway Department on which the Union shall be permitted to post notices concerning Union meetings and Union elections, names of Union officials and representatives, notices about Union social, recreational and educational meetings or events, and other notices which are authorized for posting by the Town. The Union shall designate a representative, who shall

be an employee of the Town, to assume responsibility for notices posted on the bulletin board. No notice or communication of any kind may be posted on the bulletin board by any person other than this designated Union representative. Except to the extent authorized by this provision, the Union shall not distribute or post any written materials or other physical items on the premises of the Town.

B. Access – A duly authorized representative of the Union, after reporting to the Highway Department office, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances or for investigating complaints that the contract is being breached. Upon arrival, the Union representative shall state the purpose of his or her visit. The Town shall not be obligated to permit access to its facilities or properties by the Union representative if permitting access at that time would delay or disrupt the work of any Town employee, would pose a safety hazard, or would unreasonably interfere with legitimate Town business. If it reasonably appears that inspection of the Town's premises, facilities or work sites is required to ascertain whether the contract is being breached, then the Town shall permit inspection of the areas in question by a Union representative, provided that a Town representative shall accompany the Union representative during the inspection and further provided that such inspection shall not interfere with, hamper or obstruct normal operations.

C. Working Time – The Union and its members recognize that working time is for conducting and pursuing Town business only. The Union and its members, representatives or agents shall not solicit membership, carry on Union activities, or pursue Union business during the time that they or any employees contacted are earning wages from the Town, unless expressly agreed to by the Town. Union representatives shall be released from their regular duties, without pay, to conduct Union business, provided that

the Town shall not be obligated to grant release time to more than two employees at the same time and further provided that such activity shall not interrupt the operations of Town government or the provision of Town services. Union representatives shall not suffer any loss in pay to attend meetings scheduled by mutual agreement of the Town and the Union during their normal workday or to attend grievance or disciplinary meetings scheduled by the Town during their normal workday. In no event, however, shall the Town be required to pay Union representatives for attendance at any arbitration or any administrative or judicial proceeding.

## **ARTICLE V**

### **NO-STRIKE PLEDGE**

Neither the Union nor its members or agents will engage in, promote or encourage any strike. The term "strike" shall be defined as any activity or conduct prohibited by New York Civil Service Law §210 (prohibiting strikes by public employees) as that provision has been or shall be interpreted and applied by the New York State Public Employment Relations Board and the courts.

## **ARTICLE VI**

### **PROBATIONARY PERIOD**

A. Employees shall be considered probationary during the period prescribed by the applicable provision of the New York Civil Service Law and Rules, or if no such provision exists, for the first twenty-six (26) weeks of employment. Employees disciplined or discharged during their probationary period may not seek review of that determination



through the grievance-arbitration process and shall not have any recourse whatsoever under this Agreement.

B. The Employer shall inform the Union about all new employees hired and about employees whose services have been terminated and the reason or reasons for termination.

## **ARTICLE VII**

### **UNION SECURITY**

A. Membership in the Union or the payment of dues to the Union shall not be a requirement for employment, and employees covered by this Agreement shall have the right to participate or refrain from participating in the activities of the Union.

B. The Town will deduct weekly Union dues from the wages of those bargaining unit employees who authorize and request in writing the deduction of such initiation fees and dues. The Town will remit amounts deducted as dues to the Union, not later than five (5) working days after the date of the deductions. The Union agrees to provide the Town with no less than thirty (30) days notice of any change in the amount of dues or fees to be deducted from an employee's wages.

C. In the manner and to the extent permitted by law, financial core membership in the Union shall be required as a condition of continued employment for each employee covered by this Agreement within forty-five days of the ratification and execution of this Agreement by the parties.

D. The Union shall indemnify and hold the Town harmless from any and all liability, including costs and attorney's fees, resulting from a final order of a court or agency imposing

liability against the Town because of the deduction of dues or fees under the terms of this agreement.

**ARTICLE VIII**

**WAGES**

A. Effective January 1, 2008, the maximum pay rate for employees in the following classifications shall be as follows:

Mechanics: \$20.87  
HMEO: \$20.87  
MEO I: \$20.87  
MEO II: \$20.29

B. Effective January 1, 2009, the maximum pay rate for employees in the following Classifications shall be as follows:

Mechanics: \$21.98  
HMEO: \$21.98  
MEO I: \$21.98  
MEO II: \$21.37

C. The pay scale for the Laborer classification shall be as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
1/1/2008	14.31	15.80	17.30	18.79	20.29
1/1/2009	14.31	16.07	17.84	19.60	21.37

C. All newly hired Town employees shall start at the Laborer rate of pay, and shall be advanced to the MEO II rate of pay within 5 years.

D. The Town may hire employees at a rate above the Laborers rate of pay if it believes that a higher pay rate is warranted by market conditions, the applicant's skills, education or work experience or any other legitimate business reason.

E. Job vacancies in any classification covered by this Agreement will be filled by the following process, unless a different process is required by law:

1. The Town of Parma Highway Superintendent will post a notice of any job vacancies, along with a description of the duties and minimum qualifications for that job on the Union bulletin board for a period of ten (10) working days. The Town simultaneously may announce and advertise this vacancy to the general public.
2. Employees may submit applications for the vacant position during the posting period.
3. The Highway Superintendent shall review applications submitted from candidates who satisfy the minimum qualifications of the position and, through personal interviews or other means, shall select the candidate who, in his judgment, will best discharge the duties of the position.
4. Whenever the Highway Superintendent finds that the qualifications of two or more candidates are substantially similar, then first preference shall be given to candidates that are already employed by the Town.

F. Any person promoted from within the Highway Department to a higher paying classification shall receive one-half ( $\frac{1}{2}$ ) the difference between their present pay grade and the new pay grade upon their promotion, and receive one-half ( $\frac{1}{2}$ ) the difference upon the start of their second year in the new position. An employee who successfully completes his or her probationary period and later is promoted to a higher position will serve a probationary period in the new position not to exceed 26 weeks. If the employee is discharged or otherwise removed from his new position during the probationary period, he or she shall have no recourse under this Agreement, but shall be returned to the position held immediately prior to the promotion unless there is "good cause" to refuse to do so. Any failure or refusal to return an employee to the position held immediately prior to the promotion shall be considered discipline subject to review through the grievance - arbitration provisions of this Agreement.

G. Employees who are scheduled by the Highway Superintendent or his authorized designee to work during the hours from 11:00 p.m. to 7:00 a.m. shall be paid a shift time differential of \$.50 per hour. Shift time differential shall **not** be paid for work performed on a call-in or emergency basis, for extra hours worked before or after an employee's regular shift, or for any hours that are not part of a specific shift scheduled in advance by the Highway Superintendent or his authorized designee.

## **ARTICLE IX**

### **HOURS OF WORK**

A. Regular Work Week – The normal workweek shall be forty (40) hours per week. These hours normally will be scheduled during the weekdays, Monday through Friday, between the hours of 6:00 AM and 6:00 PM. Absent notice to the contrary, the normal work

day shall begin each weekday at 7:00 a.m. and end each weekday at 3:30 p.m. with a one-half hour unpaid lunch break.

B. Shift Work – For business needs, including but not limited to snowplowing or other seasonal tasks, persons may be needed to work second and third shifts. Normal hours of work for second shift will be from 3:00 p.m. until 11:00 p.m. and normal hours of work for third shift will be from 11:00 p.m. until 7:00 a.m.

C. Overtime

1. Recognizing the substantial public interest in the prompt and efficient delivery of services to the Town's residents, employees shall be required to work overtime upon request. The Town shall use its best efforts to notify employees required to work overtime as far in advance as possible of their regular quitting time to allow them to make proper preparations. The Town, in its sole discretion, shall determine when overtime work is needed, who shall receive overtime work and the duration of any overtime assignment. Employees who actually work more than forty (40) hours per week shall be paid for that time at one and one-half (1-½) times their regular rate, as that term is defined under the Fair Labor Standards Act. No employee shall work overtime unless expressly authorized by the Town.

2. Upon agreement with the Highway Superintendent, employees may voluntarily work more than their regular hours in one day from Monday to Friday at straight-time pay if such hours of work for the total week do not exceed forty (40).

3. Overtime pay for work on a designated holiday shall be in addition to any holiday pay to which the employee is entitled under this Agreement.

4. For the purpose of weekly overtime calculation, hours for which holiday or vacation pay is received shall count as hours worked. All leave for sickness, jury duty,

bereavement, military service and other reasons, shall not count as hours worked for weekly overtime calculation. There shall be no pyramiding of overtime.

5. At times, the Town may need to call employees out from home for overtime work. In this event, the Town agrees to guarantee the employees at least 3 hours of pay at the overtime rate.

D. Notice of Overtime – The Employer agrees to give reasonable notice to the employee and the appropriate Union representative when overtime is to be worked.

E. Distribution of Overtime – Insofar as practicable, overtime shall be distributed equally among employees qualified to perform the overtime work. In allocating overtime work on any job or operation, preference shall be given to employees regularly employed on that job or operation. The only remedy for any violation of this provision by the Town shall be to require the Town to offer the aggrieved employee overtime until the appropriate balance is achieved.

F. Change in Starting and Quitting Times – Employees may begin their shift up to thirty (30) minutes earlier than the normal starting time or may extend their shift up to thirty (30) minutes later than the normal quitting time, provided the Highway Superintendent approves any schedule change in advance and the employee works the prescribed number of hours.

## **ARTICLE X**

### **VACATIONS**

A. Eligibility – All full time employees are eligible for paid vacation leave. For purposes of calculation, all employees vacation benefits shall counted as of the anniversary of each employee's hire date.

B. New Employees – All new employees shall accumulate one day of vacation benefit for each month worked in their first year, up to a maximum of ten (10) days. For example, an employee who is hired on June 1<sup>st</sup>, 2002 would accumulate six (6) days vacation as of January 1<sup>st</sup>, 2003, which the employee would be eligible to use in 2003. After that, the employee will follow the schedule below.

C. Allowance – Full time employees will be credited with vacation leave in accordance with the schedule below.

<u>After Completion of:</u>	<u>Vacation leave credited:</u>
1 – 4 years	10 Days
5 – 9 years	15 Days
10 – 15 years	20 Days
15+ years	25 Days

D. Scheduling – An employee must receive prior approval from the Highway Superintendent to take vacation leave. Two weeks prior notice is required if an employee is requesting five or more consecutive days. Vacation leave may not be used in increments of less than four hours. The Highway Superintendent has discretion to approve vacation leave and there may be certain times of the year when vacation leave will not be permitted.

E. Accumulation – An employee may accumulate up to a maximum of ten days vacation leave credit to be carried over into the next budget year. Any carried over vacation leave not used within that next budget year shall be forfeited.

F. Holiday Pay During Scheduled Vacation – If a holiday falls during an employee's scheduled vacation, the employee will receive holiday pay for that day and no charge will be made against the employee's vacation leave for that day.

G. Separation 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. To be eligible to receive this payment, an employee who resigns or retires must give at least two weeks notice in advance of the last day of employment. If an employee leaves due to disciplinary action, the employee will not receive payment for any unused vacation leave. If an employee dies, the Town will pay the employee's designated beneficiary for any unused vacation leave.

## **ARTICLE XI**

### **HOLIDAYS**

A. All full-time employees shall receive paid holidays according to the schedule established from time-to-time by the Town Board.

B. Unless excused by the Town, employees must work or be on approved leave, both the day before and the day after the paid holiday, to receive holiday pay.

C. Should a holiday fall on a Saturday or Sunday, the Town shall designate the weekday immediately before or after the holiday as the day on which the holiday will be observed.

## **ARTICLE XII**

### **SICK LEAVE**

A. Eligibility – Employees are eligible for paid sick leave after the completion of one month of continuous employment.



B. Allowance – Full time employees will be credited with one day of paid sick leave per month of employment. Sick leave will be credited on the first day of the month after it has been earned. Employees may take sick leave only after it has been credited.

C. New Employees – New employees will be credited with one-half day sick leave per month for the first six months of employment. After completion of six months, they will be credited with one day per month.

D. Accrual and Accumulation of Sick Leave – Employees shall be credited with sick leave while on paid leave of absence, but not on unpaid leave of absence. An employee may accumulate up to a maximum of two hundred days of sick leave.

E. Proper Use of Sick Leave – An employee may use credited sick leave for the following reasons: the employee's own illness or injury; the illness or injury of the employee's parents, children, spouse, or any other person who resides with the employee. Sick leave credits may not be used in increments of less than four hours. The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave, or if the employee has used an excessive amount of sick leave, or if the employee is absent more than three consecutive work days for illness or injury.

F. Retirement Credit – The Town has elected to participate in an optional program under Section 41 (j) of the Retirement and Social Security Law which grants service credit for a portion of an eligible employee's accumulated sick leave at the time of retirement. If statutory or regulatory changes alter the Town's obligations, whether economic or otherwise, under this optional program, however, the Town reserves the right to terminate its participation in this program if permissible by law after providing notice to the Union of its intent and, upon request, bargaining with the Union about the effects of its decision.

G. Notification of Absence

1. Daily Notification – If an employee is unable to report to work, the employee must notify the Highway Foreman or Superintendent of his absence and the reason for his absence on each day the employee is absent. This requirement will be waived for any absence authorized in advance by the Highway Foreman or Highway Superintendent. Absent emergency circumstances, notice must be given at least 30 minutes prior to the employee's scheduled reporting time.

2. Early Departure – If an employee wishes to leave work early, the employee must first obtain permission from the Highway Foreman or Superintendent before leaving.

**ARTICLE XIII**

**PAYMENT OF WAGES**

The Employer agrees that it shall pay employees on a prescribed day in each week.

**ARTICLE XIV**

**INSURANCE**

A. The Town agrees to make medical and dental insurance available for all full time Highway Department employees. The Town agrees to keep the current choices for coverage (that is, Blue Choice, Blue Choice Select, Blue Million, Preferred Choice, etc.) available to eligible employees for so long as those options are made available to the Town. During the term of this agreement, the Town shall contribute toward the cost of the health insurance program selected by an employee an amount equal to the cost of the coverage

applicable to that employee (that is, single, family, etc.) under the Blue Choice 25 plan or a successor plan selected by the Town with benefits substantially similar to the benefits provided under the Blue Choice 25 plan. Any cost for health insurance exceeding this amount shall be paid by the employee.

B. The open enrollment period for eligible employees to choose insurance coverage will remain the same and be determined by the insurance providers.

C. Any full time employee who can show written proof of medical insurance through their spouse can opt-out of the Town's medical coverage and be eligible for a cash buyout. The amount of the cash buyout will be \$500 dollars and will be made in quarterly installments of \$125 dollars. Employees who opt out of the Town's medical coverage are required to report any change in circumstances affecting their spouse's medical coverage.

D. Medical Insurance for Retirees:

**FOR EMPLOYEES HIRED INTO THE BARGAINING UNIT BEFORE JANUARY 1, 2008**

1. Coverage – The Town will make available medical coverage to an eligible employee who retires from the Town. The retiring employee must be enrolled in the Town medical insurance plan at the time of retirement. Coverage is also available for an eligible spouse if the spouse was covered under the plan at the time of employee's retirement. In the event that the retiree predeceases the spouse, coverage for the spouse will continue until the death of the spouse, or until the spouse remarries. Coverage of a spouse at the time of divorce or legal separation is in accordance with plan documents and COBRA requirements.

2. Eligibility – To be eligible for coverage, the retiree must be age fifty-five or older and must have at least ten years of continuous service with the Town. In addition, the

employee must be able to receive retirement benefits through the New York State Retirement System.

3. Premium Payment – The Town will pay the full premium for individual or family medical insurance coverage, as the case may be, for each eligible retiree who has at least twenty years of continuous service with the Town. Employees who have less than twenty years, but at least ten years of continuous service will be entitled to fifty percent of the premium cost paid for by the town, plus five per cent for each additional year of service over ten, with twenty years equal to one hundred percent. At no time and in no event, however, shall the Town's contribution toward retiree health insurance premiums exceed the Town's maximum contribution, if any, toward health insurance for its regular active employees.

4. Changes in Premium Contribution – Any change in the amount of insurance premiums to be paid by an eligible retiree or retiree's spouse is subject to negotiation with the Union.

5. Plan – The Town will make available to retirees the same medical insurance plans offered to then current employees. The Town may change insurance providers over time, but any changes to the plans including but not limited to type of coverage and contributions by retirees are subject to negotiation with the Union. Medical insurance coverage 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 the primary coverage will be provided by Medicare. At that time, the retiree and eligible spouse may be required to change medical plans in order to maintain supplemental coverage.

**FOR EMPLOYEES HIRED OR REHIRED INTO THE BARGAINING UNIT ON AND AFTER**

**JANUARY 1, 2008**

1. Coverage – The Town will make available medical coverage to an eligible employee who retires from the Town. The retiring employee must be enrolled in the Town medical insurance plan at the time of retirement. Coverage is also available for an eligible spouse if the spouse was covered under the plan at the time of employee's retirement. In the event that the retiree predeceases the spouse, coverage for the spouse will continue until the death of the spouse, or until the spouse remarries. Coverage of a spouse at the time of divorce or legal separation is in accordance with plan documents and COBRA requirements.

2. Eligibility – To be eligible for coverage, the retiree must be age fifty-five or older and must have at least fifteen (15) years of continuous service with the Town. In addition, the employee must be eligible to receive retirement benefits through the New York State Retirement System.

3. Premium Payment – The Town will pay the full premium for individual or family medical insurance coverage, as the case may be, for each eligible retiree who has at least twenty-five (25) years of continuous service with the Town. Employees who have less than twenty-five (25) years, but at least fifteen (15) years of continuous service will be entitled to fifty percent of the premium cost paid for by the town, plus five per cent for each additional year of service over fifteen (15) with twenty-five (25) years equal to one hundred percent. At no time and in no event, however, shall the Town's contribution toward retiree health insurance premiums exceed the Town's maximum contribution, if any, toward health insurance for its regular active employees. Eligible retirees are required to make appropriate arrangements with the Town for paying their portion of the applicable health insurance premium. The Town may terminate coverage for any retiree who fails to correct any

underpayment of premium after delivery of written notice of the underpayment to the retiree's last known address.

4. Changes in Premium Contribution – Any change in the amount of insurance premiums to be paid by an eligible retiree or retiree's spouse is subject to negotiation with the Union.

5. Plan – The Town will make available to retirees the same medical insurance plans offered to then current employees. The Town may change insurance providers over time, but any changes to the plans including but not limited to type of coverage and contributions by retirees are subject to negotiation with the Union. Medical insurance coverage 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 the primary coverage will be provided by Medicare. At that time, the retiree and eligible spouse may be required to change medical plans in order to maintain supplemental coverage as well as retiree health benefits pursuant to this agreement.

E. The Town reserves the right, after consultation with the Union, to provide health and dental insurance coverage substantially similar to that established by this agreement through any provider it chooses or through self insurance, provided that the benefits enjoyed by employees under this agreement will not be diminished without the express, written consent of the Union.

F. During the term of the contract, the Union agrees to explore alternative health insurance arrangements (for example, the use of HSA accounts and similar arrangements, alternative health insurance plans, and alternative health insurance providers), and upon request, to negotiate with the Town about such alternative health insurance arrangements.

## ARTICLE XV

### **NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM**

- A. Summary – The Town shall continue to participate in the New York State Employee Retirement System and shall continue the retirement plans and programs, including optional plans and programs, in place on the effective date of this agreement. If statutory or regulatory changes alter the Town's obligations, whether economic or otherwise, under these optional plans and programs, however, the Town reserves the right to terminate its participation in these programs if allowed by law.
- B. Mandatory Membership – A full-time employee who began employment with the State or a participating employer, on or after July 27, 1976 must join the retirement system.
- C. Optional Membership – An employee who is not mandated to join the retirement system may choose to join. Such an employee must complete an application form that can be obtained from the Town Finance Director.
- D. Waiver of Enrollment: An employee who is not mandated to join the retirement system and who elects not to join must complete a waiver of enrollment form.
- E. The rights and obligations of employee's under the New York State Employee's Retirement System are established by law and the terms and conditions of that plan. This Agreement does not enhance or detract from those rights and obligations.

## ARTICLE XVI

### **BEREAVEMENT LEAVE**

A. Eligibility – All full time employees may take a paid leave of absence for up to three consecutive days from the employees regularly scheduled work upon the death of an immediate family member. Full time employees shall also be allowed one day paid leave upon the death of a brother or sister-in-law, aunt, or uncle.

B. Definition of Immediate Family – For purpose of bereavement leave, “immediate family” shall be defined as the following: Spouse, Parent, Child, Sibling, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Grandparent, or Grandchild.

C. Extended Bereavement Leave – With authorization of the Highway Superintendent, an employee may use vacation credits and/or personal leave to extend a bereavement leave.

## **ARTICLE XVII**

### **MILITARY LEAVE**

A. New York State Law – The Town recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to participate in annual encampment or training duty. The Town will grant leave with pay up to twenty-two workdays or thirty calendar days in any calendar year, whichever is greater. Such leave beyond twenty-two days or thirty calendar days will be unpaid; however accumulated vacation leave may be used at the employees’ option. In accordance with New York State law, the employee may keep all pay received for military service.

B. Federal Law – An unpaid leave for a period of up to the Federal statutory limits will be granted to an employee to serve in any of the uniformed services of the United States. An employee’s accumulated vacation leave may be used, at the employee’s option, during any such leave of absence.



## ARTICLE XVIII

### JURY DUTY LEAVE

A. Jury Leave – In the event an employee is required to perform jury duty on a scheduled workday, the employee will receive paid jury leave. Such leave will not be subtracted from any of the employee's leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employees full salary during jury duty. An employee is allowed to collect and keep any mileage reimbursement that may be issued by the court system for performing jury duty.

B. Notification – When an employee receives notice to report for jury duty, the employee is obligated to immediately submit a copy of the notice to the Highway Superintendent.

C. Return to Duty – In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employees' scheduled workday, the employee must report back to work. The employee will be allotted time to go home first and prepare for work.

D. Accrual of Benefits – The Town will continue to provide health insurance benefits for employees during jury leave. Vacation leave, sick leave and holiday benefits continue to accrue during any jury leave.

## ARTICLE XIX

### DISCIPLINE

Employees who have successfully completed their probationary period shall not be disciplined or discharged without just cause. If the Town disciplines or discharges an employee, a copy of the discipline notice giving reasons for the discipline shall be given to the affected employee and to the Union Steward within 48 hours of the discharge. If requested by the employee, a Union representative may be present at any disciplinary interview or any meeting where discipline is to be administered. Discipline or discharge allegedly imposed in violation of this provision may be contested through the grievance/arbitration procedure. The grievance-arbitration procedure established by this Agreement shall supplant and replace any right that the employee or Union may have under the New York Civil Service Law to protest or otherwise seek review of the decision to discipline or discharge.

## **ARTICLE XX**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

A. Complaints – When employees have complaints, an earnest effort shall be made to settle them through discussion with their immediate supervisors, subject to the following conditions:

1. A complaint shall be discussed immediately after the occurrence of the event or events which caused it, or as soon as employees become aware of such events.
2. The Town, through the aggrieved employee's immediate supervisor, shall attempt to respond verbally to the complaint within two (2) working days of its receipt.
3. No informal resolution of any complaint shall be effective without the express written approval of the Highway Superintendent and the Town

Supervisor, if it involves or requires the expenditure of Town funds or alters or affects the imposition of discipline or discharge in any way.

B. Definition of Grievance - A grievance is an unresolved complaint that there has been a violation, misinterpretation or inequitable application of a provision of this Agreement or of any applicable Town work rule, regulations or administrative orders. A grievance does not include any matter covered by the state or local civil service laws or rules, or any matters otherwise covered by law, except that this grievance procedure shall replace and supersede any hearing or procedure to which an employee might be entitled under Sections 75, 76 or 77 of the New York Civil Service Law or related statutory provisions governing the discipline or discharge of civil service employees only.

C. Procedure for Resolution of Grievances

Step 1 - As a condition precedent to the processing or consideration of a grievance, an aggrieved employee or the Union must present a written grievance to the employee's immediate supervisor within five working days of the date on which the employee actually receives a verbal answer to a complaint from the employee's immediate supervisor or the last date the immediate supervisor could have given a timely verbal answer, whichever date first occurs

Step 2 - If the grievance is not resolved informally or answered within five (5) working days of the date that it is submitted in writing to the aggrieved employee's immediate supervisor, then the grievant or the Union may submit the grievance in writing to the Highway Superintendent or his designated representative no later than ten (10) working days after the grievance was submitted to the aggrieved employee's immediate supervisor. The written grievance must set forth the provision of the agreement alleged to have been misapplied or violated and should describe in reasonable detail the facts and

circumstances on which the grievance is based. The Highway Superintendent or his designated representative shall render a written decision on the grievance within five (5) working days of receipt of the written grievance and shall send copies of the decision to the Union and the grievant.

Step 3 - If the grievant or the Union is not satisfied with the answer rendered at the previous step, either may submit the grievance to the Town Supervisor within five (5) working days of their receipt of the answer at the previous step. The Town Supervisor shall investigate and consider the grievance and may hold a meeting with the aggrieved employee, and representatives of the Town and Union. The Town Supervisor shall render a written decision on the grievance within ten (10) working days of its submission to him and shall send copies of that decision to the grievant and the Union.

Step 4

1. If the grievance is not resolved at the previous step, and the Union desires to submit the grievance to arbitration, then no later than ten (10) working days after the Union receives the Town Supervisor's written decision, the Union shall submit to the Town Supervisor or his designated representative written notice of its intent to proceed to arbitration and shall simultaneously forward a copy of that notice to the New York State Public Employment Relations Board with a request for voluntary arbitration according to PERB's rules of procedure.

2. Arbitration shall not be obtainable if the grievance: (i) would require an arbitrator to consider, rule on, or decide any issue which is not a "grievance" as that term is defined in this Agreement; (ii) pertains in any way to the interpretation or application of insurance, pension, savings or other employee welfare benefit plans in which employees

are eligible to participate; or (iii) involves discipline or discharge of employees who have not satisfactorily completed their probationary period.

3. The arbitrator shall have no power or authority to ignore, add to, subtract from or modify any provision of this agreement. No decision by the arbitrator shall require retroactive action of any kind beyond the thirty (30) calendar days preceding the date the grievance was initiated. The arbitrator's decision shall be final and binding on the parties, subject to judicial review as provided by law.

4. No arbitrator shall decide more than one grievance except by the mutual agreement of the parties. The fees and expenses of the arbitrator and the cost of the hearing room shall be shared equally by the Town and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's share of the divided costs or of the expense of witnesses or participants called by the other.

D. The Town's failure at any step of the grievance procedure to communicate its decision within the time required shall permit the lodging of an appeal at the next step.

E. The time limits established by this grievance procedure may be extended only by written agreement of the parties. Any extension of time for a particular grievance, however, shall not alter or modify the time limits for processing any other grievance.

## **ARTICLE XVIII**

### **WORK UNIFORMS AND CLOTHING ALLOWANCE**

A. The Town agrees to furnish and provide each employee with uniforms, and provide cleaning for such uniforms. The design, purchase or rental and the cleaning service provided shall be the sole discretion of the Town. Employees shall be required to wear

uniforms provided. Upon termination, employees will be required to return all uniforms to the Town.

B. Beginning with calendar year 2002, the Town agrees to allot \$300.00 annually to each employee for the purchase of safety shoes or specialized work clothing such as hats, gloves and coveralls needed for proper protection from the elements or to protect uniforms and clothing from undue wear and tear while at work. The type of clothing needed shall be determined and purchased by the town, and shall become the employee's personal property. The type of safety shoes required shall be determined by the Town, and the purchase of shoes will be made by the town at the store of its choice. All Highway Department employees shall be required to wear safety shoes while on the job. Any cost above \$300.00 shall be borne by the employee and will not be reimbursed by the Town.

## **ARTICLE XXII**

### **MISCELLANEOUS PROVISIONS**

A. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees or applicants for employment without regard to race, color, religious creed, national origin, sex, age, or any other characteristic protected by law.

B. All employees of the Town shall be entitled to twenty minutes of rest each workday in the morning between the hours of 8 a.m. and 10 a.m., as work permits. Additional rest time in the afternoon will be at the supervisor's discretion.

C. Should any part or provision of this Agreement be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such

invalidation or such part or provision shall not invalidate the remainder thereof. In such event, the parties hereto agree to negotiate substitute provisions.

**ARTICLE XXIII**

**TERM OF AGREEMENT**

This Agreement shall be effective from January 1, 2008 through and including December 31, 2009.

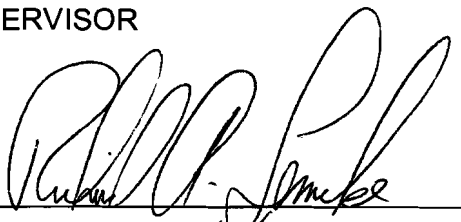
**ARTICLE XXIV**

**STATUTORY NOTICE**

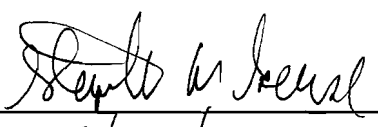
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**IN WITNESS WHEREOF**, the parties hereto have caused their signatures to be affixed.

TOWN OF PARMA  
SUPERVISOR

BY:   
DATE: 8/5/08

LOCAL UNION 231 OF THE  
ROCHESTER REGIONAL JOINT BOARD,  
UNITE HERE!, AFL-CIO, CLC

BY:   
DATE: 7/15/08