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#### Contract Database Metadata Elements

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Lancaster, Town Of And Csea Local  
815 (Lancaster Highway Unit)

1394  
30260

TO  
BC

AGREEMENT

BETWEEN

TOWN OF LANCASTER

AND

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

LOCAL 1000 AFSCME, AFL-CIO

TOWN OF LANCASTER HIGHWAY UNIT.

LOCAL #815

January 1, 1999 -- December 31, 2004

**RECEIVED**

OCT 01 2001

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

24 union members



# Town of Lancaster

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Donna G. Stempniak  
Richard D. Zarbo

September 27, 2001

NYS Public Employment Relations Board  
Director of Public Employee Practices and Representation  
80 Wolf Road  
Albany, New York 12205-2604

Re: CSEA Contracts - White Collar Unit Local No. 815  
Highway Unit Local No. 815

Gentlemen:

Enclosed herewith please find a copy of the above contracts for your records.

Very truly yours,

*Richard J. Sherwood* *RJS*

Richard J. Sherwood

Town Attorney

Enclosures

RJS:db

cc William Holcomb

## TABLE OF CONTENTS

	AGREEMENT	1
ARTICLE I	RECOGNITION	2
ARTICLE II	COMPENSATION	3
ARTICLE III	VACATIONS	3 - 5
ARTICLE IV	HOLIDAYS	5 - 7
ARTICLE V	SICK BENEFITS	7 - 14
ARTICLE VI	DEATH IN THE FAMILY	14 - 15
ARTICLE VII	LEAVE OF ABSENCE WITHOUT PAY	15 - 17
ARTICLE VIII	WORKING CONDITIONS	17 - 19
ARTICLE IX	WORKER'S COMPENSATION	19 - 20
ARTICLE X	HOURS OF WORK	20 - 22
ARTICLE XI	OVERTIME	22 - 31
ARTICLE XII	TEMPORARY ASSIGNMENTS	31
ARTICLE XIII	SENIORITY	31 - 35
ARTICLE XIV	JURY DUTY	35 - 36
ARTICLE XV	WORK CLOTHING	36 - 38
ARTICLE XVI	HOSPITALIZATION	38 - 41
ARTICLE XVII	RETIREMENT PLAN	41
ARTICLE XVIII	NON-DISCRIMINATION	41
ARTICLE XIX	DISCIPLINE OR DISCHARGE	41 - 45
ARTICLE XX	SETTLEMENT OF DISPUTES	45 - 48
ARTICLE XXI	UNION DUES AND AGENCY SHOP FEES	48 - 49
ARTICLE XXII	UNION STEWARDS - CSEA BUSINESS	49 - 51
ARTICLE XXIII	MANAGEMENT RIGHTS	51 - 52
ARTICLE XXIV	PERSONAL LEAVE	53

ARTICLE XXV	LONGEVITY	54 - 55
ARTICLE XXVI	GENERAL PROVISIONS	55 - 57
ARTICLE XXVII	DURATION	57
	SIGNATURE	58

APPENDIX A	59
------------	----

APPENDIX B	60
------------	----

MEMORANDUM OF UNDERSTANDING - #1	61
----------------------------------	----

MEMORANDUM OF UNDERSTANDING - #2	62
----------------------------------	----

MEMORANDUM OF UNDERSTANDING - #3	63
----------------------------------	----

PERSONAL LEAVE FORM	64
---------------------	----

MEMORANDUM OF AGREEMENT ON THE ALCOHOL AND DRUG TESTING PROCEDURE	
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## AGREEMENT

THIS AGREEMENT, made this       day of       , 2001  
by and between the SUPERVISOR of the Town of Lancaster  
on behalf of the Town of Lancaster, (hereinafter referred  
to as the Town), and Civil Service Employees Association,  
Inc., Local 1000 AFSCME, AFL-CIO, Town of Lancaster Highway  
Unit, Local #815 (hereinafter referred to as the Association.

WHEREAS, it is the intent and purpose of the parties  
to set forth herein the basic Agreement covering wages  
and terms and conditions of employment to be observed  
between the parties hereto.

The parties agree that all negotiable items have  
been discussed during the negotiations leading to this  
Agreement and therefore, that negotiations will not be  
opened on any item whether contained herein or not, until  
a new contract is to be negotiated.

NOW, THEREFORE, it is mutually agreed to as follows:

ARTICLE I  
RECOGNITION

Section 1:

The Town of Lancaster recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Town of Lancaster Highway Unit, Local 815, as the exclusive bargaining agent for all regular full-time highway employees including employees of the Building Section of the Town of Lancaster, but excluding the Highway Crew Chief and those employees who are designated as Managerial and Confidential Employees under Article 14, Section 214 of the Public Employees' Fair Employment Act.

Section 2:

The Union affirms that it does not and will not assert the right to strike or to engage in other concerted stoppage of work or slow down by its members against the Town, nor to assist or participate in any such acts, not to counsel, advise, urge or impose upon its members an obligation to conduct, assist, or participate in such a strike, or other acts herein defined. In the event that the Union or any of its members should violate any of the provisions of this section, the Union or its said members shall be subject to all the penalties imposed by law.

**ARTICLE II**  
**COMPENSATION**

**Section 1:**

Each employee represented by the Association will receive the rate of pay designated for his/her title as indicated in the Appendix A and B which is attached hereto and made a part of this Agreement for the years 1999, 2000, 2001, 2002, 2003 and 2004.

**ARTICLE III**  
**VACATIONS**

**Section 1:**

It is hereby agreed that full-time employees represented by the Union are entitled to the following vacation benefits:

Upon completion of 1 year's employment.....1 week's vacation

Upon completion of 2 year's employment.....2 week's vacation

Upon completion of 5 year's employment.....3 week's vacation

Upon completion of 15 year's employment....4 week's vacation

One additional day per year will be granted after completion of sixteen (16) years employment to a maximum of 25 days paid vacation annually.

The Town must grant three weeks as time off and shall grant



any days beyond fifteen as either time off with pay or pay in lieu of time off, at the employees option.

Effective 1/1/02 one additional day of vacation per year will be granted upon completion of the eleventh (11th) year through completion of the fourteenth (14th) year. For members who have already completed 11, 12, 13 or 14 years prior to 1/1/02, the first time that the member will be granted the additional day granted by this section, will be on the anniversary date that occurs on or after 1/1/02.

Upon completion of 11th year - 16 days

Upon completion of 12th year - 17 days

Upon completion of 13th year - 18 days

Upon completion of 14th year - 19 days

Section 2:

A vacation week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regularly scheduled work week.

Section 3:

A vacation day shall mean a period of time equal to eight (8) hours or the normal number of hours worked by an employee during a regularly scheduled work day.

Section 4:

- (a) Vacation scheduling shall be made when possible with due regards for seniority, employee's preference and the need of the Department.
- (b) The Town shall have the right to schedule vacations on the basis of the need of the Department prior to giving consideration to seniority and preference.
- (c) If an employee is separated for any reason, he shall

be paid in full for the accumulated unused vacation.

If due to death, the payment will be made to the employee's designated insurance beneficiary.

- (d) The Town will authorize employees to take vacation in one (1) day units to a maximum of five (5) days for employees with over five (5) years of services.

#### Section 5:

Vacations must be taken within the calendar year of entitlement and cannot be carried over or accumulated from year to year.

#### Section 6:

If a holiday(s) falls within the vacation period of the employee, the employee shall be allowed to extend his vacation period by the number of holidays which fall within such period.

### ARTICLE IV

#### HOLIDAYS

#### Section 1:

All Appendix "A" employees shall be given holidays for the following recognized holidays:

New Year's Day	Columbus' Birthday
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	1/2 day before Christmas
Labor Day	
Christmas Day	
1/2 day before New Year's Day	

## Section 2:

If a paid holiday falls on a Saturday, the holiday shall be observed on the preceding Friday and if a paid holiday falls on a Sunday, the holiday shall be observed on the following Monday. If two (2) paid holidays fall on the same day, the first paid holiday to occur in the sequence of the affected holidays shall be observed on the work day immediately preceding the work day on which the second holiday in such sequence shall be observed.

## Section 3:

No holiday pay will be allowed unless the employee has worked a full shift on the day previous to the holiday and the day after the holiday, except when an employee is absent because of vacation, verified authorized sick leave or disability due to injury occurring on the job.

## Section 4:

Each employee covered under this contract who works on a holiday shall receive two and one-half (2-1/2) times his hourly rate for the holiday worked (for all hours worked), in lieu of the holiday time off. If an employee chooses compensatory time when working a holiday, that employee will accrue compensatory time at the same rate as holiday pay, i.e. two and one-half (2-1/2) times or three and one-half (3-1/2) times as the situation may be.

### Section 5:

If the Town or its designated representative(s) and/or agent(s) calls an employee into work during the twenty-four (24) hour period in which the holiday is observed, the employee shall be paid for all hours or part thereof worked including all hours worked prior to the beginning of the work day of the affected employee(s) following the day the holiday(s) is observed at the rate of pay set forth in Section 4 of this Article and Section 4a of Article X.

Additionally, the Town shall pay the affected employee his straight time hourly rate for the holiday. If, however, a holiday falls on a Friday, the Town shall pay the rates set forth above for the period established in this Section in addition to his holiday pay with the exception that the period in which the rates are to be paid shall end at 7:30 a.m. on the next succeeding Saturday following the holiday. The Town shall thereafter pay the employee the overtime rates as set forth in Article X of this contract for any work performed between 7:30 a.m. on Saturday and the start of the next regularly scheduled work day of the employee.

## ARTICLE V

### SICK BENEFITS

#### Section 1:

During his/her first six (6) months of employment, no employee in the bargaining unit shall have sick leave.

Section 2:

After the completion of six (6) months service, the employee shall have nine (9) days sick leave credited to his/her account.

Section 3:

For each additional month of service, the employee shall have one and one-half (1-1/2) working days sick leave credited to his/her account; provided, however, that an employee shall not earn sick leave credit for any month unless he or she is in full pay status for at least fourteen (14) work days during such month.

Section 4:

- (a) Sick leave is cumulative, and if not used, shall accumulate to the credit of the employee up to a maximum of:

Two hundred and thirty (230) days - 1/1/1999

Two hundred and forty (240) days - 1/1/2000

Two hundred and fifty (250) days - 1/1/2001

Two hundred and sixty (260) days - 1/1/2002

- (b) Sick leave will be taken in one-half (1/2) day units with the following exceptions:

- (1) When an emergency situation occurs wherein an employee becomes so ill during working hours that he is unable to continue to work, the time for the hours not worked in one (1) hour units, will be charged to sick leave.
- (2) In the event that a medical/dental appointment is necessarily scheduled during work hours, the period of absence, in one (1) hour units,

may be charged to sick leave upon submission of written verification of treatment by the appropriate medical/dental professional.

(c) Eligible employees will receive additional service credit for retirement purposes of one (1) additional day for each day of accumulated and unused sick leave up to a maximum of one hundred sixty-five (165) days under the New York State Employees' Retirement System, Section 41, Subdivision J of the Retirement and Social Security Law.

(d) Prior to the retirement, the employee may apply to the Town Board for a lump sum payment of sixty (60%) percent of his accumulated sick leave as of the date of retirement yearly, thereafter the percentage will be changed to the same percentage as the P.B.A. The Board will convert such accumulated sick leave into cash value by taking the actual cash value of the accumulated sick days and multiplying by said rate. The resulting sum shall be paid to the employee on the date of his retirement, or, as soon thereafter as is reasonably possible. If the employee dies while in service and has ten (10) or more years of service under the plan in which now enrolled, the said percent of cash value of accumulated sick leave, defined above, will be paid to his beneficiary or his estate.

Section 5:

Sick leave is absence with pay necessitated by the illness or other physical disability of the employee.

An employee absent on sick leave shall notify his supervisor of such absence and the reason thereof on the first day of such absence and within at least one-half (1/2) hour prior to the beginning of his work day. Where the work is such that a substitute may be required, the appointing authority may require earlier notification.

Section 6:

Absence for personal illness shall be charged against sick leave credits. The appointing authority may require a physician's statement of illness when an employee has been on sick leave for three (3) consecutive work days or may require the affected employee to be examined by a physician designated by the Town of Lancaster at the expense of the aforementioned Town when such an employee has been on sick leave for more than fifteen (15) consecutive work days as provided in Section 7 of this Article. In the event that the employee fails to submit a physician's statement when requested in accordance with the provisions of this Section or refuses to submit to an examination, the sick leave days taken by the employee may be considered as a leave of absence without pay and may not be charged against accumulated sick leave credits.

Abuse of sick leave privileges shall be cause for disciplinary action. Any employee known to, or if records indicate that he is abusing sick leave, shall be required to bring a doctor's certificate verifying such illness for the first day of absence.

Section 7:

The Town of Lancaster may require an employee who has been absent because of personal illness for more than fifteen (15) consecutive working days prior to and as a condition of his return to duty be examined at the expense of the Department or agency, by a physician designated by the appointing authority, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health of other employees. If an examination is to take place during working hours, such employee shall not suffer loss of pay.

Section 8: Sick Bank

- (a) In order to aid employees who have suffered prolonged illness and whose regular sick leave has been exhausted, a sick leave bank was established effective January 1, 1982.
- (b) Each employee, who desires to participate, shall contribute five (5) accumulated sick leave days from their accumulated sick leave and employees



- hired after the above date must contribute five (5) accumulated sick leave days to the sick bank, upon completion of one (1) year's service, in order to participate. The Town shall contribute fifteen (15) sick days to the sick bank.
- (c) Each year, thereafter, employees will contribute one (1) sick day to the bank.
- (d) Any employee who elects to join the sick leave bank after his day of hire or after date of establishment of the sick bank, must contribute five (5) initial days plus one (1) day for each year of seniority from the date of establishment of the sick bank or from the date of hire, whichever occurs last.
- (e) If at any time the accumulated number of sick days in the sick bank falls below ninety (90) days, the Town will contribute not more than twenty-five (25) days to bring the total to ninety (90) for the term of this contract.
- (f) An employee who is a participant in the sick bank and who has exhausted all of his accumulated sick leave, may apply, or re-apply, for additional sick leave from the sick bank created herein, to a committee consisting of the President of the Town of Lancaster

Highway Unit, and the Supervisor of the Town of Lancaster, or his designee.

- (g) An applicant will be allowed sick leave of absence, debited from the sick bank, provided the committee consents to the application.
- (h) In the event both members of the Sick Leave Bank committee cannot agree to accept or reject the granting of applied sick leave, the committee shall select a third person in accordance with the procedure for the selection of an arbitrator as provided in the Grievance Procedure, contained in this Agreement. The decision of the Sick Leave Bank Committee shall be final and binding upon the Town and the applicant.
- (i) The Town will provide the Unit President with an accounting of the number of sick days in the sick leave bank by February 15th of each year.
- (j) An employee will not be required to use his vacation leave accruals before being allowed to participate in the sick bank. An employee may elect to use his vacation accruals as sick leave.

- (k) If the sick leave bank is discontinued, unused sick days will be equally distributed to those employees who are members of the sick leave bank at that time.

## ARTICLE VI

### DEATH IN THE FAMILY

#### Section 1:

Each member represented by the bargaining unit shall be granted leave without loss of pay not to exceed three (3) consecutive normally scheduled work days because of a death in his/her immediate family. The employee shall be paid for any regularly scheduled working hours during such three (3) consecutive work day period.

#### Section 2:

Immediate family for the purpose of Section 1 shall be deemed to include current spouse, parent, current parent-in-law, child, brother, sister, current brother-in-law, and current sister-in-law or any legally residing person living in the household.

#### Section 3:

- (a) Each member represented by the bargaining unit shall be granted leave without loss in pay not to exceed two (2) consecutively scheduled working days because of the death of grandparent, current

grandparent-in-law, current son-in-law, current daughter-in-law, or grandchild.

- (b) With prior approval of the Department Head, an employee may be granted one (1) scheduled working day for the death of an aunt, uncle, niece, nephew, first cousin of either spouse, providing such a day is the scheduled day of the funeral or memorial service.

Section 4:

Such leave for death in the family is intended to permit the employee time off for the purpose of handling necessary arrangements and to attend the funeral or memorial service. The leave shall terminate at the close of the day of the funeral or memorial service, except such leave covered under Section 1. If the funeral or memorial service is not attended by the employee, no such leave shall be authorized.

If an aforementioned death occurs during an employee's vacation period, or on a holiday, the vacation or holiday will be extended or credited as the employee chooses at the end of the bereavement leave.

ARTICLE VII

LEAVE OF ABSENCE WITHOUT PAY

Section 1: Application for Leave Without Pay

Application for leave of absence without pay, for any

of the reasons cited in this provision shall be filed by the employee, with the Head of his/her Department. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the Head of the Department, the application shall be granted only when finally approved by the Town Board.

## Section 2:

A permanent employee may, at the discretion of the Town of Lancaster, be granted a leave of absence from his/her position, without pay, for a period not exceeding two (2) years. Such leave may be extended beyond two (2) years for periods aggregating not in excess of an additional two (2) years, only with the approval of the Civil Service Commission. For the purposes of this section, time spent in active service in the military forces of the United States or of the State of New York shall not be considered in computing the period of leave.

## Section 3: Successive Leaves of Absence

Where a leave of absence without pay has been granted for a period which aggregates two (2) years, or more if extended pursuant to Section 2, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously herein for six (6) months immediately preceding the subsequent leave of absence.

#### Section 4: Leave Because of Extended Illness

When an employee has exhausted all of his sick leave credits including those days granted in accordance with Section 8 of Article V of this contract (Sick Bank) and is still incapacitated and unable to perform the duties his position, the Town Board may grant a leave of absence without pay for a period not to exceed one (1) year. Such a leave is at the discretion of the Board.

#### Section 5: Leave for Other Reasons

Leave of absence without pay for reasons other than those cited in this provision may be granted by the Town Board only in unusual circumstances, which in the judgment of the Town Board justifies the granting of such leave.

#### Section 6:

Failure of an employee to report for work without having previously notified the supervisory personnel of his intention to be absent for either a whole day or a part of a day shall be considered unauthorized leave of absence. Repeated unauthorized leave of absence shall be cause for disciplinary action.

### ARTICLE VIII

#### WORKING CONDITIONS

#### Section 1:

The Town will make a reasonable effort to provide and maintain safe working conditions and will encourage all

employees to work in a safe manner. The employees will cooperate to that end and will encourage all employees to work in a safe manner.

Section 2:

- (a) The Town will provide safety equipment it deems necessary for the safety of the employees at no cost to the employee.
- (b) Safety equipment shall include: gloves, non-prescription safety glasses, prescription safety glasses as provided in this Section 2, safety shoes and the necessary rain wear. It shall be incumbent upon the employee to use this protective safety equipment as prescribed by Management and in accordance with Safety Law.
- (c) The Town will purchase family coverage Platinum Optical Plan from the Employee Benefit Fund (EBF) at no cost to the employee.

Section 3:

The Town will welcome at any time from any employee, suggestions which offer practical and economically feasible ways of improving safety conditions.

**Section 4:**

The Town will continue to supply coveralls and shop rags and laundry service to the mechanic(s) as has been the past practice.

**ARTICLE IX**

**WORKER'S COMPENSATION**

**Section 1:**

A full-time employee who is absent due to an injury in the course of his employment covered by Worker's Compensation will receive his regular pay and benefits from the Town. In such cases, all benefits received from the Worker's Compensation Board will be assigned to the Town.

Upon termination of the payment of Worker's Compensation benefits, the Town shall allow the employee to use his sick leave and shall continue his benefits until such sick leave is exhausted. Following exhaustion of his sick leave, the employee shall be allowed to apply for additional sick leave from the sick leave bank. If denied, the employee shall be allowed to use his other leave accruals and/or apply for a leave of absence and any extension thereof under Article VII of this contract and shall be granted such leave of absence and extension.

**Section 2:**

A full-time employee who is absent due to an injury in the course of his employment covered by a compensable



type of injury for five (5) scheduled working days or less, will receive chargeable sick leave day benefits for such days, if accrued.

## ARTICLE X

### HOURS OF WORK

#### Section 1:

All employees as defined in the bargaining unit shall be eligible for overtime pay.

#### Section 2:

A work week for permanent employees shall consist of forty (40) hours not including meal periods, normally commencing on Monday and ending on Friday in each week, except for employees covered under Section 5. The hours of work shall be 7:00 a.m. to 3:30 p.m.

A normal work day shall consist of eight (8) consecutive hours, not including meal periods from 7:00 a.m. to 3:30 p.m.

#### Section 3:

Overtime work shall be paid at the rate of time and one-half (1-1/2) of the employee's regular hourly rate for all hours worked in excess of an eight (8) hour work day or forty (40) hours in any work week. This provision is modified by Section 4 below.

#### Section 4:

(a) Call-in-time shall be a minimum of four (4) hours.

The employer reserves the right to require such an employee on call-in-time to work the full four (4) hours.

(b) For the purposes of this Agreement, the following will apply when call-in occurs.

(1) An employee who is called in less than two (2) hours before the start of his normal shift shall receive time and one-half (1-1/2) over eight (8) hours in any one (1) day or forty (40) hours in any work week.

(2) An employee who is called in more than two (2) hours before the start of his normal shift shall receive four (4) hours straight time or at the rate of time and one-half (1-1/2) for hours actually worked, whichever is greater, as defined in one (1) above.

Section 5:

An employee called back to work after having worked his regular work day shall receive a minimum of four (4) hours work and shall be paid for all such additional hours worked beyond his/her work day at the rate of pay as described above.

Section 6:

Coffee breaks are recognized as desirable. Such breaks

(two per day) shall be taken at a facility nearest the work site or at a site at the discretion of supervisory personnel. If taken away from the work site, the office must be notified. A break in excess of fifteen (15) minutes during the regular working day shall be the basis for disciplinary action.

## ARTICLE XI

### OVERTIME

#### Section 1:

- (a) Overtime assignments will be distributed equitably among all qualified employees in each title covered under this Agreement. When overtime is to be worked in the Department, such work shall be rotated beginning with the most senior employee in the title(s) until the number of employees required to complete the assignment(s) is achieved. The employer shall establish seniority lists for each title, placing the name of the most senior employee who desires overtime at the top of the list. This name shall be followed by the name of the next most senior employee who desires overtime. The placement of all other names on each list in accordance with the seniority of those employees encumbering the title for which the list is created, shall continue until all employees who desire overtime shall appear on it. Seniority shall be

defined in accordance with Section 1 of article XIII of this contractual agreement.

- (b) An employee who initially does not desire overtime and, thereafter, requests that his name be placed on the overtime list, shall have his name placed on such list. He shall, thereafter, be eligible for overtime in accordance with the procedure set forth in this Article. The representative of the Town shall note on the list the date the employee was placed on such list. The employee shall be given overtime assignments from that date in an equitable manner as compared to those employees whose names already appear on the list.
- (c) In a similar manner, an employee may remove his/her name from the list by written notice to the employer and shall not be considered for overtime following receipt of the notice by the representative of the employer until he revokes such notice, in writing, and his/her name is again on the list.
- (d) For each overtime assignment, the representative of the employer shall begin canvassing employees, by first, calling the employee(s) in the title which is needed to complete such assignment(s) who first appears on the seniority list below the employee who worked the last overtime assignment

and shall continue to do so until he has received a commitment from the number of employees in the title(s) needed to complete such assignment(s), or until he again reaches the name of the employee whom he initially called for the overtime assignment. Once the representative of the employer has canvassed all employees on the list(s) of the title(s) he needs to complete the overtime assignment(s), he shall set the list aside and begin canvassing employees on lists encompassing the other titles included in the bargaining unit in accordance with the guidelines set forth herein and in Subdivision (a), (b), (c), and (d) of this Section 1. The representative of the employer shall only canvass employees in other titles covered under the bargaining unit if he is unable to obtain commitments from employees in the title(s) which is needed to complete the overtime assignment(s). Rotation for the purpose of all overtime assignments shall, thereafter, continue in the above manner.

- (e) Overtime work refused by an employee shall be counted as time worked. This provision concerning refusals shall be waived when an employee is on sick leave, bereavement leave or other type of paid leave or in cases of emergency. In such instances, the employee's name shall remain at

the top of the list and he shall be given the next succeeding overtime assignment.

(f) If the employer is unable to achieve the required number of employees in the title(s) which are necessary to complete the overtime assignment, its representative shall canvass employees in the other titles covered under the bargaining unit in accordance with the following procedure.

(1) If a Heavy Equipment Operator(s) is needed, he shall canvass all employees in the title of Heavy Equipment Operator. If the required number of employees from the aforementioned title needed to work is not achieved, the representative of the employer will, first, canvass Light Equipment Operators and, then, Laborers to obtain the required number of employees needed to complete the overtime assignment(s).

(2) If a Light Equipment Operator(s) is needed, the representative of the employer shall canvass all employees in the title of Light Equipment Operator. if the required number of employees in the aforementioned title needed to work is not achieved, he will, first, canvass Heavy Equipment Operators and, then, Laborers to obtain the required

number of employees needed to complete the overtime assignment(s).

(3) If a Laborer is required, the representative of the employer shall canvass all employees in the title of Laborer. If the required number of employees from the aforementioned title needed to work is not achieved, he will, first, canvass Light Equipment Operators and, then, Heavy Equipment Operators to obtain the required number of employees needed to complete the overtime assignment(s).

(4) In each of the above instances, when canvassing employees in titles other than the title(s) originally designated for the overtime assignment(s), the representative of the Town shall begin canvassing employees by initially contacting the most senior employee in the affected title whose name appears below the name of the employee who last worked and shall continue canvassing employees thereafter in accordance with the procedures set forth in this Section.

(g) The assignment of all overtime, except sanding and plowing operations, shall be governed by the procedures established in this Article. Sanding

and plowing operations shall be governed in accordance with the procedures set forth in this paragraph. Representatives of the Union and Employer shall establish mutually agreeable teams of employees. The teams shall be placed on a seniority list in accordance with the length of service with the employer of the most senior employee of each team as such service is defined in Section 1 of Article XIII. The representative of the Town shall, then, use the procedures established in this Article as it relates to canvassing employees for all other overtime for the purpose of obtaining the number of teams needed for each plowing and sanding operation. The makeup of the teams may be changed by the Superintendent of Highways, as he may find it necessary to provide for an equitable distribution of overtime or for other good and sufficient reason(s).

- (h) Employees who work in a lower paid title shall be paid one and one-half (1-1/2) times the hourly rate of pay they would have received if they had worked in the title they permanently encumber. Employees working in a higher paid title shall receive one and one-half (1-1/2) times the hourly rate of pay designated for the title in Appendix A of the Agreement. All employees working in the title which they encumber during the work week



shall receive one and one-half (1-1/2) times their regular hourly rate of pay. The specific provisions for the payment of overtime including call-in are set forth in Article X of this contractual agreement.

(i) Employees shall have the option to choose compensatory time off at the rate of one and one-half (1-1/2) hours worked beyond forty (40). In no case shall an employee be allowed to accumulate more than forty (40) hours compensatory time in a calendar year.

Compensatory time off may be used at the employee's discretion, subject to legitimate operating needs of the Department and with the approval as provided in Article III, Section 4(a) (b) (c).

If an employee chooses compensatory time when working a holiday, that employee will accrue compensatory time at the same rate as holiday pay, i.e. two and one-half (2-1/2) times or three and one-half (3-1/2) times as the situation may be.

Section 2:

All employees in the Department of Highways, Town of Lancaster, who desire overtime are required and expected to be available for call-in and/or overtime duty. It is the responsibility of each such employee to accept call-in and/or overtime duty if possible.

Section 3:

All paid time shall be considered time worked when computing overtime. (Example: vacation, personal leave, sick days and holidays).

Section 4:

If an employee is going to be required to work overtime, they shall be notified at least one (1) hour before quitting time except in the case of emergencies.

Section 5:

(a) Employees who work overtime shall be paid a meal allowance of six (\$6.00) dollars for each five (5) hours worked.

(b) The employee shall be paid such money after giving the Town a receipt. The bill(s) shall be paid within four (4) weeks of working.

Section 6:

(a) All call-in and/or overtime shall be determined and scheduled by the Department of Highway Superintendent in accordance with the provisions of this Article.

(b) The Town of Lancaster reserves the right to hire part-time or other outside sources of employees (sub-contract) to aid and assist with the work required

to be done by the Highway Department with the understanding that the additional help is to augment current employees in emergency situations, completion of work schedules and in work projects outside the normal skills of employees, etc.

In no event shall any senior employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor.

It is the Town's policy to fully utilize its senior employees under circumstances in which it is reasonable and practical to do so, in the performance of work and services which they have historically performed.

Any controversy as to the terms and conditions of this Section is a proper subject under the grievance procedure.

- (c) No employee shall apply for nor receive compensation for overtime unless the overtime services rendered by said employee were authorized by the Superintendent of Highways, Town of Lancaster Police Department under emergency circumstances and/or a party acting on behalf of the above names individuals and authorized by said individuals to require or request an employee to perform overtime services.

- (d) When an overtime assignment(s) is necessary, all employees covered under the collective bargaining unit shall be offered such assignment(s) and shall be allowed to work the overtime prior to the assignments being offered to and/or worked by supervisory personnel. Supervisory personnel shall include, but not be limited to the highway crew chief.

## ARTICLE XII

### TEMPORARY ASSIGNMENTS

#### Section 1:

An employee temporarily assigned to a higher level position shall be paid at the rate corresponding to the position that he is filling after a period of two (2) hours or more. The employee who is to be paid for working in a higher position must be assuming the full responsibility and work of that position.

## ARTICLE XIII

### SENIORITY

#### Section 1: Definition

Seniority means an employee's length of continuous service with the Town since his date of hire as a full time employee.

Section 2:      Probationary Employees

- (a) All new employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee completes his probationary period, he shall be entered on the seniority list. There shall be no seniority among probationary employees. Upon completion of the probationary period, an employee shall receive all benefits afforded to all regular permanent employees.
  
- (b) The Union shall represent probationary employees for the purpose of collective negotiations with respect to wages, hours, and other conditions of employment, except for discharge and discipline for other than Union activity.

Section 3:      Seniority Lists

Once each year the Town shall post a seniority list showing the continuous service of each employee and his classification.

Section 4:      Breaks in Service

An employee's continuous service record shall be broken

by voluntary resignation, discharge for cause, retirement or failure to return to work in a call-back within fourteen (14) calendar days. A former employee is one whose seniority was broken. His seniority date will not be the date of rehire.

Section 5:

In case of a job abolishment, reduction in forces, layoff and recall, the following procedure shall prevail:

- (a) The employee involved shall have the right to replace another employee who has a lesser seniority date, providing, however, that the replaced employee has the same title.
- (b) If any employee cannot replace anyone within his title because of lack of seniority, he may replace someone in a lower paid title, with less seniority, if qualified.
- (c) Employees shall be recalled in reverse order of layoff, provided they meet the requirements of the job. Notice by registered or certified mail shall be sent to the employee at his last known address. If a recall fails to notify the Town of his intent to report to work within five (5) calendar days from the date of the receipt of such notice of recall, he shall be considered a quit.

Recall rights from a layoff shall expire two (2) years from the date of the layoff.

Section 6:

If a vacancy occurs within the bargaining unit, the following procedure shall prevail if the position is intended to be filled:

- (a) The job to be filled will be posted on the bulletin board for a period of five (5) working days. The posting will show:

- (1) Job Title
- (2) Rate of Pay
- (3) A space for interested employees to sign their names.

- (b) After five (5) working days, the most senior employee shall be offered the job if he meets the following qualifications:

- (1) Town experience
- (2) Physical ability
- (3) Aptitude
- (4) Seniority

- (c) All open jobs shall be filled within thirty (30) days, if possible, after they become vacant if the vacancy is to be filled.

In the case of employees working in the Highway Department, the Highway Superintendent shall determine "Town experience, fitness and ability". If (1), (2) and (3) are equal, (4) shall prevail.

In the case of non-Highway Department positions, the Town shall determine "town experience, fitness, and ability". If (1), (2) and (3) are equal, (4) shall prevail.

#### ARTICLE XIV

##### JURY DUTY

###### Section 1:

- (a) Any employee who has been called to jury duty shall be compensated by the Town of Lancaster for the amount of money necessary to equal the difference between the employee's regular pay and the compensation such employee received for jury duty.
- (b) An employee excused from jury duty service on any day while serving on jury duty shall report for work (this shall include an early dismissal). The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service. The above jury duty service shall not include Grand Jury service where



extended long service is required over and above the normal time on a regular jury duty service.

Section 2:

- (a) When an employee receives notice that he is to report for jury duty, he shall notify his supervisor immediately. An employee may be requested by the Town to make every reasonable effort to obtain a postponement of jury service if such service time interferes with the normal operation of the department (i.e. winter months, emergency requiring the employee's presence).
- (b) An employee on jury duty shall continue to receive credit for benefits such as vacations, sick leave, etc., but such time shall not be considered as actual time worked when considering overtime pay, etc. An employee who is summoned for jury duty shall be excused from work only on those days on which he reports for actual jury duty and shall be expected, when feasible, to perform the duties of his positions of employment.

ARTICLE XV

WORK CLOTHING

Section 1:

- (a) The Town of Lancaster shall provide each employee with five (5) sets of work clothes and two (2)

jackets within ten (10) days of his date of hire.

The Town shall allocate four hundred (\$400) dollars for clothing in accordance with 1(c). The Town will also supply orange shirts with logo.

(b) Each employee is required to maintain the work clothes in a satisfactory manner as prescribed by the Superintendent and to be responsible for the laundry and repair of the clothes.

(c) An account will be opened at the surplus center, Lockport Surplus Center, the New York store or any other mutually agreed to store where the employees can obtain clothing as defined above. The employee may substitute other items in lieu of the above providing the total cost does not exceed the individual account provided by the Town. If the amount purchased exceeds the amount allocated, the employee will be responsible for the difference. The employee must maintain the basic items indicated above prior to substitution.

Section 2:

The Town of Lancaster shall make every reasonable effort to provide lockers for each employee.

Section 3:

Each employee in the bargaining unit shall receive one

hundred twenty-five dollars (\$125) per year for the purchase of safety shoes.

If an employee does not use any and/or all of the monies provided for the purchase of safety shoes in any year, he will be allowed to carry over monies until the next fiscal year(s) for the purchase of shoes. The maximum amount which shall be allowed to be carried over in an account of each employee for the purchase shall be two hundred fifty dollars (\$250). The Town shall pay the employee for the actual cost of the safety shoes purchased up to the maximum amount in the account of such employee on the pay day following the submission of a receipt for the purchase of such shoes.

The type and specification of the shoes will be determined by the Town. Any deviation to this procedure must be approved by the Superintendent.

## ARTICLE XVI

### HOSPITALIZATION

#### Section 1:

(a) Effective January 1, 1996, the Town shall continue to cover all employees in the bargaining unit under the 60-61 Blue Cross including Rider 8, 21, 45 and 48 and the Prescription Plan, \$7.00 co-pay; and such plans will continue to be fully paid by the Town.

(b) In addition to the above coverage, the Town shall provide and pay one hundred percent (100%) of the cost of the Blue Cross plan \$1,000,000 Major Medical

Plan (\$250.00 deductible) for each employee covered under this Agreement in accordance with the type of coverage (single or family) desired by an employee.

- (c) An employee may choose the Community Blue option, Independent Health, or the Health Care Plan (providing said plan remains available) at the employee's option. Any difference in cost between the plan chosen by the employee and the above Blue Cross plan, will be picked up by the employee.

Effective January 1, 2002, the Health Care Plan (Univera Plan) will no longer be an option.

Effective January 1, 2002, the copays for prescription drugs will be established by the plans which the HMOS offer to the Town and which are mutually agreed to by the parties.

Section 2:

- (a) If an employee is covered by his or her spouse under a health contract other than the Town of Lancaster, then that employee shall not be considered eligible for coverage under the Town's plan unless such a plan is proven to be not par with the Town's plan.
- (b) If at some later date it is proven that the spouse no longer is covered by another health plan, then that employee shall be considered eligible for

coverage under the Town's plan in which he was previously enrolled at no cost to him.

- (c) An employee or their spouse shall not be eligible for double health coverage under either the Town's plan or a health plan under another employer.
- (d) An employee who participates in the health insurance buyout program may continue in the program. Effective January 1, 2002, the rate of buyout will be 50% of the lowest HMO plan in effect for any employee who participates in the program.
- (e) Employees sixty-five (65) years of age or older shall utilize coverage under Medicare in conjunction with any Health Plan in effect at that time.
- (f) Retirees currently receiving hospitalization coverage may continue to receive coverage in accordance with the policy adopted by the Town Board on October 18, 1976 and effective January 1, 1977, of which the Union has a copy. Coverage shall be in accordance with the adopted plan at any given time.
- (g) Any employee hired after July 1, 1996, or any present employee not presently enrolled in the BC/BS Traditional Plan (except Section 2(b) above) who subsequently enrolls in the BC/BS Traditional Plan will pay the difference in the monthly premiums between that plan and the HMO plan which is the lowest cost plan. The change in premiums

will be effective on the carrier's adjustment date.

- (h) The one employee (Paul Drowniak) who is enrolled in the current Blue Cross/Blue Shield Traditional plan shall continue until he severs employment for any reason, except if he qualifies for Article XVI, Section 2(f), voluntarily withdraws from the plan or if the plan is no longer available as determined by Blue Cross/Blue Shield.

**Section 3:**

The Town will purchase full payment of the GHI Dental Preferred Plan with rider for children up to 21 years of age, single coverage or family coverage at the employee's option.

**ARTICLE XVII**

**RETIREMENT PLAN**

The Town of Lancaster will continue the present retirement plan known as 75I currently in effect.

**ARTICLE XVIII**

**NON-DISCRIMINATION**

**Section 1:**

The Employer and CSEA realize they have a responsibility to promote and provide equal opportunities for employment, and as such, it shall be the continuing policy of the Employer and CSEA to assure an equal opportunity in employment regardless of race, color, religion, sex, age, disability, national origin, or marital status.

**ARTICLE XIX**

**DISCIPLINE OR DISCHARGE**

**Section 1:**

Work rules shall be applied or enforced in a fair and equitable manner.

Section 2:

- (a) Discipline means the failure of carrying out of orders given by those in charge, willingness to help others with whom an employer is working, attention to work and to work regulations, and prompt arrival and attendance on the job.
- (b) If any employee fails to do the work assigned to him, or fails to obey the rules, he is subject to disciplinary action. This may amount to a reprimand, or a suspension of up to thirty (30) days without pay; or discharge, depending upon the seriousness of the offense. Any employee who is disciplined or discharged shall be allowed to appeal such discipline or discharge in accordance with Section 3 of this Article.
- (c) Each of the following constitutes cause for disciplinary action: fraud in securing employment, incompetence, inefficiency, neglect of duty, insubordination, dishonesty, under the influence of alcohol on duty, intemperance, absence without permission, conviction of a felony or misdemeanor involving moral turpitude, discourteous treatment of the public or other employees, or "Town" officials, misuse of "Town" property or equipment, willful disobedience or any other failure of good behavior or conduct which may be incompatible with public service.

Section 3:        Notice of Discipline or Discharge

(a) The Employer agrees to promptly notify the President of the Union in writing, upon the discipline or discharge of an employee.

(b) The disciplined or discharged employee will be allowed to discuss his discipline or discharge with the President of the Union and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discipline or discharge with the employee and the President of the Union.

(c) An employee may only be suspended for a maximum period of thirty (30) days. An employee suspended without pay shall be allowed to waive all previous steps of the grievance procedure and proceed directly to Arbitration. The Employer may only suspend an employee if the employee's continual presence on the job represents potential danger to persons or property or would severely interfere with the operations of the Town of Lancaster Highway Department.

(d) Appeal of Discipline or Discharge:

Should the disciplined or discharged employee or the President of the Union consider the discipline



or discharge to be improper, a complaint will be presented in writing through the President to the Employer within ten (10) regularly scheduled working days of the discipline or discharge. The Employer will review the discipline and discharge and give its answer within ten (10) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter will be referred to the grievance procedure. The Arbitrator's decision shall be final and binding.

Section 4:

The Employer agrees that no employee will be disciplined or discharged without just cause and that said employee has the right to utilize only the procedures set forth in this Article and Article XX. The employee shall have the right to be represented by the CSEA, if he wishes, at each stage of the procedure to appeal a disciplinary or discharge action against him. The CSEA shall have the right to be present at each stage of the procedure and shall be notified by the Town of any meeting date.

Section 5:

The Town of Lancaster shall establish and publish rules and schedules establishing penalties for tardiness. Such penalties shall not preclude disciplinary action in cases of excessive tardiness.

Section 6:

The use of alcoholic beverages or controlled substances which are violative of the Penal Law of the State of New York, during working hours is prohibited under any circumstances. Drunkenness shall be grounds for dismissal.

ARTICLE XX

SETTLEMENT OF DISPUTES

Section 1:      Grievance Procedures

- (a) Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Section 2:

- (a) Before the submission of a written grievance, the aggrieved party must try to resolve it orally and informally with his immediate supervisor or department head within ten (10) working days of its occurrence and with the assistance of his Union Representative.
- (b) If a satisfactory settlement or disposition is not made within ten (10) working days after the oral submission of the grievance, the employee and/or the Union may submit the grievance in writing within ten (10) working days of the

supervisor's decision, to the Superintendent of Highways who shall respond to the written grievance within ten (10) working days.

- (c) If a satisfactory settlement or disposition is not made within ten (10) working days from the submission date of the written grievance, the employee and/or the Union may, within ten (10) working days thereafter, submit the grievance with the answer of the Superintendent of Highways, with any reply thereto, to the Town Board. The Town Board shall schedule a meeting to be held not later than two (2) weeks after the date of the receipt of the grievance and any accompanying papers. The Town Board shall, within ten (10) working days thereafter, set forth in writing, its answer to the grievance.
- (d) If the employee and/or the Union are not satisfied with the Town Board's answer, they may, within ten (10) working days after receipt of his answer, request of him that the matter be submitted to an impartial arbitrator to be selected from a panel of at least five (5) arbitrators mutually agreed upon by both parties and requested from the Public Employment Relations Board and processed in accordance with its accepted rules and procedures. The arbitrator shall issue his decision within

thirty (30) days after the conclusion of testimony and argument. His decision shall be final and binding in nature.

- (e) The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding only whether a specific Article and Section of this Agreement has been violated.
- (f) Failure of the Union or of an employee to take any of the action authorized by this Article within the time limits set forth under each step shall constitute a waiver of the right to proceed further and shall terminate the proceeding.
- (g) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union.
- (h) Each grievance shall be in writing on an approved grievance form. The approved form shall:
  - (1) Identify the grievant.
  - (2) The provisions of this Agreement which are involved in the grievance shall be identified.

- (3) Time and place and, if known, the identity the person responsible for causing such events or conditions sought by the grievant.

## ARTICLE XXI

### UNION DUES AND AGENCY SHOP FEES

#### Section 1:

Upon written authorization of an employee, through the Union, the Employer will deduct from the salary of its employees such amounts for membership dues and other deductions as authorized and will remit all such deductions each month to the Civil Service Employees Association, Inc., Local 1000 AFSCME AFL-CIO, 143 Washington Avenue, Albany, New York 12210, or its designated agent(s).

CSEA, having been recognized or certified as the exclusive representative for all employees included in the collective bargaining unit as set forth in Article I of this contract, shall be entitled to have monies deducted from wages or salaries of employees of the aforementioned bargaining unit who are not members of CSEA in amount equivalent to the annual dues levied by CSEA for full-time and part-time employees who are members. The fiscal or disbursing officer shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who is not a member and as established by the CSEA to the CSEA in the same form and

manner that he or she is now transmitting the dues paid by employees who are members.

All fees deducted shall be sent to the address set forth in Paragraph one (1) of this Section 1 of this Article XXI.

The fees shall be accompanied by a list indicating the names and addresses of those employees who are members of CSEA.

Section 2: Hold Harmless

The Union hereby agrees to hold the Employer harmless from any and all damages it may sustain as a result of deductions provided in this Article.

ARTICLE XXII

UNION STEWARDS

CSEA BUSINESS

Section 1:

Employees within the bargaining unit shall be represented by a Steward representing the employees of the unit. The Union shall furnish Management with the Steward's name and shall keep the list current at all times. An alternate Steward may be appointed by the Local Union President to serve in the absence of the regular Steward.

Section 2:

Upon proper authorization from the Superintendent of Highways, the Steward may investigate an alleged grievance and assist in its presentation during the last hour of his shift in an area located in the Highway Department Building as designated by the Superintendent.

Section 3:

Union business shall be conducted so as not to interfere with the work assignment of the Steward or any other employee.

Section 4:      Bulletin Board

The Employer shall make a bulletin board available for the posting of CSEA notices.

Section 5:

Employees within the bargaining unit shall be represented by one (1) individual who shall be designated as grievance chairman. Said grievance chairman shall have the responsibility for processing all grievances. An alternate Steward may be appointed by the CSEA Unit President to serve in the absence of the regular Steward. The grievance chairman and/or his alternate shall be allowed a reasonable amount of time for the processing of grievances upon proper authorization of the Superintendent of Highways in accordance with Section 2 of this Article. An accurate record of all time out of service must be kept by the parties involved.

Section 6:

The Union President and/or his designee is authorized to use ten (10) days yearly to attend to Union business without loss of pay. Reasonable advance notice will be given to the Superintendent or his designee.

Effective 01/01/1999 - 11 days per year  
Effective 01/01/2000 - 12 days per year  
Effective 01/01/2001 - 13 days per year and  
continues yearly thereafter.

ARTICLE XXIII

MANAGEMENT RIGHTS

Section 1:

- (a) The Union and the employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike against Management, or any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to the grievance procedure.
- (b) Violation of this paragraph shall be grounds for disciplinary action up to and including discharge.

Section 2:

- (a) Except as expressly limited by other provisions of this Agreement, all of the authority, right and responsibility possessed by the Board are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Board to determine



the facilities, methods, means, and number of personnel required to conduct the Board programs; to administer the examination, selection, recruitment, hiring appraisal, training retention, promotions, assignment or transfer of employees pursuant to the law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing employees in accordance with law; and to discipline or discharge employees in accordance with the law and provisions of this Agreement.

- (b) The scheduling of work, the control and regulations of the use of all equipment and properties are the exclusive function of the Town.
- (c) The Union recognizes that the management control and direction of the working forces and the operations thereof is vested exclusively in the Employer. The Employer shall have the right to establish and enforce reasonable rules and regulations to assure orderly operations, provided such rules and regulations shall not be inconsistent with the express terms of this Agreement. Disputes which may arise regarding the enforcement of such rules and regulations will be resolved in accordance with the grievance procedures contained herein.

ARTICLE XXIV  
PERSONAL LEAVE

Section 1:

- (a) A personal leave day shall day granted by the Superintendent .
- (b) An employee requesting a personal leave day to conduct business of a personal nature shall give the Superintendent or his designee one (1) working day advance notice, except in cases of verifiable emergency, on a form approved by the parties.
- (c) A personal leave day granted will be charged to accumulated sick leave.
- (d) Three (3) personal leave days shall be granted each calendar year.
- (e) Personal leave days may not be scheduled on consecutive work days (including Friday and Monday) unless a verifiable emergency occurs or is approved by the Superintendent or his designee.

ARTICLE XXV  
LONGEVITY PAY

Section 1:

Each employee shall be entitled to longevity pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Effective</u> <u>1/1/99</u>	<u>Effective</u> <u>1/1/2000</u>	<u>Effective</u> <u>1/1/2001</u>	<u>(and yearly</u> <u>thereafter)</u>
After 5 years of service	\$ 700	\$ 700	\$ 750	
After 10 years of service	\$ 750	\$ 750	\$ 800	
After 15 years of service	\$1,000	\$1,000	\$1,050	
After 20 years of service	\$1,050	\$1,050	\$1,100	
After 25 years of service	\$1,100	\$1,100	\$1,150	

Section 2:

Said longevity increments shall be computed and certified by the Supervisor. Attainment of the fifth, tenth, fifteenth, twentieth or twenty-fifth year anniversary of service shall qualify the employee for payment of longevity increment from January 1st of the year in which such anniversary occurred.

Section 3:

Employees with an anniversary date between January 1st and December 31st, shall receive the longevity increment in a lump sum amount on the first pay period in November each year.

Section 4:

Any employee who voluntarily quits or is discharged during the eligibility period shall receive the longevity increment due, pro-rata, as of the pay schedule in effect prior to the anniversary date.

Section 5:

In the event of death, in service, of an employee, payments as indicated in Section 3 above shall be made to his beneficiary or his estate.

ARTICLE XXVI

GENERAL PROVISIONS

Section 1:

Pursuant to the requirements of Section 204 (a) (1) of the New York State Public Employees' Fair Employment Act, the following notice is made apart of this Agreement:

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

Section 2:

This Agreement may not be modified in whole or in part except by an instrument in writing executed by both parties.

No departure from any provisions of this Agreement by either party, or their officers, agents, representatives or members shall be considered to constitute a continuing waiver of the right to enforce any provisions.

Section 3:

If any provision of this Agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in full force and effect.

Section 4:

The Town shall continue to provide a forty thousand (\$40,000.00) dollar Life Insurance Policy for each full-time employee fully paid for by the Town.

Section 5:

If for any reason an employee is sent out of town on Town business, he shall be paid for all hours at work and reasonable expenses, including but not limited to traveling time, meals lodging and tolls.

Section 6:

The Town will provide the President of the Union with fifty (50) copies of the negotiated Agreement within

a reasonable time period after signing by the parties for distribution to the membership.

Section 7:

The Town will pay fifty (\$50.00) dollars toward the difference between a Class D license and the required CDL license.

ARTICLE XXVII

DURATION

Section 1:

This Agreement shall become effective on January 1, 1999 and shall remain in full force and effect until December 31, 2004, and will continue to remain in effect until a successor agreement is negotiated.

IN WITNESS WHEREOF, The parties hereto set their hands  
and seals this 18<sup>th</sup> day of Sept, 2001.

Robert H. Giza

Hon. Robert Giza, Supervisor  
Town of Lancaster, New York

Clara A. Jackson

President  
CSEA Unit, Lancaster, New York

Vincent P. Soriani

CSEA Labor Relations Specialist

## APPENDIX A

### HOURLY RATES OF PAY

<u>Classification</u>	<u>Effective</u> <u>1/1/99</u>	<u>Effective</u> <u>1/1/00</u>	<u>Effective</u> <u>7/1/01</u>	<u>Effective</u> <u>1/1/02</u>
Road Inspector	\$18.64	\$19.20	\$19.87	\$20.57
Mechanic*	\$18.40	\$18.95	\$19.61	\$20.30
Heavy Equipment Operator	\$18.22	\$18.77	\$19.43	\$20.11
Light Equipment Operator	\$17.85	\$18.39	\$19.03	\$19.70
Maintenance Assistant	\$17.85	\$18.39	\$19.03	\$19.70
Pipe and Graderman	\$17.85	\$18.39	\$19.03	\$19.70
Laborer - Grade 1*	\$17.35	\$17.87	\$18.50	\$19.15
Laborer - Caretaker*	\$17.35	\$17.87	\$18.50	\$19.15

\*During the first six (6) months of employment, an employee hired in one of the asterisked titles shall receive eighty (80) percent of the hourly rate denoted for each title. Thereafter, the employee who is hired as indicated above but less than the hourly rate denoted in the above hourly rate schedule for such title shall be paid hourly rate set forth above.

The probationary rate of pay established herein shall only apply to an employee who is hired as a Mechanic, Laborer, or Laborer-Caretaker.



# APPENDIX B

## HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	CURRENT	CONTRACT	
	CONTRACT	EXTENSION	
	Effective 1/1/02	Effective 1/1/03	Effective 1/1/04
Road Inspector	\$20.57	\$21.39	\$22.25
Mechanic	\$20.57	\$21.39	\$22.25
Mechanic Helper	\$20.30	\$21.11	\$21.95
Heavy Equipment Operator	\$20.11	\$20.91	\$21.75
Light Equipment Operator	\$19.70	\$20.49	\$21.31
Maintenance Assistant	\$19.70	\$20.49	\$21.31
Pipe and Graderman	\$19.70	\$20.49	\$21.31
Laborer - Grade 1	\$19.15	\$19.92	\$20.72
Laborer - Caretaker	\$19.15	\$19.92	\$20.72

MEMORANDUM OF UNDERSTANDING: #1

(A) The parties agree that any reference to a Heavy Equipment Operator shall include the operation of the following equipment as a regular assignment:

Grader  
Roller(s)  
Drott-Excavator  
High Lift

Heavy Duty Back Hoe/Dozer  
Asphalt Paver  
Wayne Sweeper

Trucks (in excess of 18,000 GVW with the use of trailer or any vehicle needing a Class One (1) license as required by New York State Vehicle and Traffic Regulations).

(B) The parties agree that any reference to a Light Equipment Operator shall include the operation of the following equipment as a regular assignment:

Leaf Picker  
Pulvi-Mixer  
Chipper

Sectional Rodder  
Tractor w/Mower/Auger

Trucks (in excess of 18,000 GVW which requires a Class Three (3) license as required by New York State Vehicle and Traffic Regulations).

\_\_\_\_\_  
Town of Lancaster

\_\_\_\_\_  
CSEA

\_\_\_\_\_  
Dated

MEMORANDUM OF UNDERSTANDING: #2

All mutually recognized and currently accepted past practices presently in existence will remain in existence until both parties agree to change said practice. This agreement will automatically expire December 31, 2004.

MEMORANDUM OF UNDERSTANDING: #3

The Town will reimburse employees currently enrolled in Univera for prescription drug costs (upon submission of appropriate receipts) which are in excess of the \$7.00 contractual copay. The procedure for such will be established by the Supervisor's office and will apply for all of the calendar year of 2001.