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#### Contract Database Metadata Elements

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BC/8760

# AGREEMENT BETWEEN

THE TOWN OF AUGUSTA

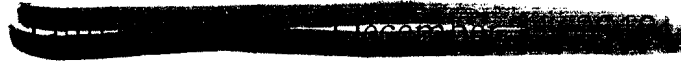
and

LOCAL 1088(D) and NEW YORK COUNCIL 66

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUL 11 2008

**ADMINISTRATION**



NEW YORK COUNCIL 66  
American Federation of State, County and Municipal Employees

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

6

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This Agreement entered into by the Town of Augusta, New York, hereinafter referred to as the Employer, and New York Council 66 and its affiliated Local 1088, American Federation of State, County and Municipal Employee, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of Employment.

## ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all HIGHWAY EMPLOYEES of the Employer in the Department of THE HIGHWAY DEPARTMENT, and pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union undivided representation status in the above described bargaining unit for the maximum period permitted by law.

## ARTICLE II UNION SECURITY

### SECTION 1. CHECK-OFF OF UNION DUES

(a) All employees covered by this Agreement shall tender their membership dues to the Union by signing the authorization for Payroll Deduction of Union Dues Form provided by the Union.

(b) The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union dues Form provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues and any additional deduction for any program made available through the Union.

(c) Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union dues forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

(d) The aggregate total of all such deductions together with a list from whom the dues have been deducted, shall be remitted to the Financial Officer of AFSCME Council 66, 3535 Buffalo Road, Unit #2, Rochester, New York 14624, on or before the tenth (10th) of every month.

(e) Revocation of authorization cards shall be subject to conditions contained thereon in the form attached hereto.

(f) Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

## ***SECTION 2. BULLETIN BOARDS***

The Employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at each work installation.

## ***SECTION 3. ACCESS TO PREMISES***

The Employer agrees to permit representatives of the International Union, the Union Council, and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, and to explain Council sponsored insurance programs, provided such representatives do not unduly interfere with the performance of duties assigned to the employees, with the permission of the Highway Superintendent.

## ***SECTION 4. AID TO OTHER UNIONS***

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the employer or those designated as its representatives or subordinate staff for any purpose and that the payroll deduction of dues for any such other organization shall not be permitted so long as the "Union" remains the choice of the Employees.

## ***SECTION 5. NOTIFICATION OF NEW EMPLOYEES***

The Employer agrees to submit to the Union Steward each month a list of new employees hired, their job classification, home addresses, and whether their employment is on a permanent, provisional, seasonal or temporary basis.

# ***ARTICLE III HOURS OF WORK***

## ***SECTION 1. REGULAR HOURS***

The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to exclude lunch periods.

## ***SECTION 2. WORK WEEK***

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except during the period of November 15 to April 1 and except as set forth in Appendix "B" Summer Schedule.

## ***SECTION 3. WORK DAY***

Eight (8) consecutive hours of work within the twenty-four (24) hour period commencing from an employees regular starting time shall constitute the regular work day, except as otherwise provided.

## ***SECTION 4. WORK SHIFT***

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise stated elsewhere within this Agreement.

## ***SECTION 5. WORK SCHEDULE***

Work schedules showing the employee's shifts, workdays, and hours shall be posted on bulletin board at all times.

## ***SECTION 6. REST PERIODS***

(a) All employees' work schedules shall provide for a ten (10) minute rest period during each one-half shift.

(b) Employees required to work beyond their regular quitting time into the next shift, shall receive a ten (10) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

## ***SECTION 7. CLEAN-UP TIME***

Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.

## ***SECTION 8. LUNCH PERIODS AND MEALS***

All employees covered by this Agreement shall have an unpaid lunch period of at least one-half (½) hour.



## *ARTICLE IV REPORTING TIME*

### *SECTION 1. SHOW-UP TIME*

(a) Any employees who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report.

(b) If work on the job is not available, and the employee is excused from duty, he shall be paid at his regular rate for four (4) hours work.

### *SECTION 2. CALL TIME*

(a) Any employee called for emergency duty at the discretion of the Highway Superintendent in addition or outside of his regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2). The determination of an emergency by the Highway Superintendent shall be final and conclusive.

(b) Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or anytime thereafter.

### *SECTION 3. PREMIUM RATES OF PAY*

(a) Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day; all work performed in excess of forty (40) hours in any work week; all work performed before or after any scheduled work shift; and all work performed on Saturday and Sunday.

(b) The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within the first days of their work week. These employees shall be paid time and one-half (1-1/2) for all work performed on the sixth (6th) day or seventh (7th) day in their regular work week.

(c) Any employee required to work four (4) hours of overtime following his regular full day shall be granted one-half (½) hour off without pay for the purpose of eating. A similar one-half (½) hour without pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

### *SECTION 4. DISTRIBUTION*

(a) Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each three (3) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement.

(b) On each occasion, the opportunity to work overtime shall be offered to the employee within job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept this assignment, the employee with the next fewest number of over-time hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

(c) A record of the overtime hours worked by each employee shall be made available upon request of the Union, which requests shall not exceed one per month per employee.

#### *SECTION 5. WORK AT EMPLOYEE'S OPTION*

Overtime work shall be voluntary, except when emergency exists. There shall be no discrimination against any employee who declines to work overtime.

#### *SECTION 6. OVERTIME PAY*

All overtime worked shall be paid for promptly, no later than the next regular payroll check. Under no circumstances shall compensatory time be considered a manner of payment for overtime work or for any other reason.

### *ARTICLE V SENIORITY*

#### *SECTION 1. DEFINITION*

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

#### *SECTION 2. SENIORITY LISTS*

Every six (6) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

#### *SECTION 3. BREAKS IN CONTINUOUS SERVICE*

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

## *ARTICLE VI WORK FORCE CHANGES*

### *SECTION 1. TEMPORARY JOB OPENINGS*

Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or leave of absence or for any other reason. Job Openings that recur on a regular basis shall not be considered temporary job openings.

### *SECTION 2. LAYOFF*

(a) In the event the Employer plans to layoff permanent employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least fourteen (14) days prior to date such action is to be taken.

(b) When such action takes place it shall be accomplished by laying off temporary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority.

(c) The Employer shall forward a list of those employees being laid off to the Local Union Unit Chairman on the same date that the notices are issued to the employees.

(d) Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.

(e) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority.

### *SECTION 3. RECALL*

(a) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

(b) No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

### *SECTION 4. SHIFT PREFERENCE*

Shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

## *ARTICLE VII HOLIDAYS*

### *SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED*

- (a) The following days will be recognized and observed as paid holidays:

New Year's Day	Independence Day
Thanksgiving Day	Christmas Day
Good Friday	Labor Day
Memorial Day	General Election Day
Veteran's Day	Employee's Birthday
	President's Day

- (b) Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday the succeeding Monday shall be observed as the holiday.

### *SECTION 2. ELIGIBILITY REQUIREMENTS*

- (a) Employees shall be eligible for holiday pay under the following conditions:

The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave, and

The employee worked or is compensated for, his last scheduled work day prior to the holiday and his next scheduled work day following the holiday. In the event the employee is compensated with sick leave such employee shall be required to produce medical documentation of illness in order to be eligible for such holiday pay.

- (b) If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given in lieu day for that day.

### *SECTION 3. HOLIDAY PAY*

- (a) Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

### *SECTION 4. HOLIDAY WORK*

If an employee works on any of the holidays listed above, he shall be paid in addition to holiday pay computed at regular rates, time and one-half (1-1/2) for all the hours worked.

## ***SECTION 5. HOLIDAY HOURS FOR OVERTIME PURPOSES***

For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.

## ***SECTION 6. HALF-DAY HOLIDAYS AND RELIGIOUS OBSERVANCES***

(a) The day before Christmas and the day before New Year's Day shall be considered as half-day holidays. Employees shall only be required to work four (4) hours on these days but shall be paid for eight (8) hours. If any work is required in addition to the four (4) hours, then such work performed shall be paid for at the employee's straight time rate of pay up to eight (8) hours.

(b) Employees required to work Easter Sunday, Yom Kippur, or any other religious holidays, shall be permitted to attend such services without loss of time or pay not to exceed two (2) hours. All holidays shall be subject to emergency call by the Highway Superintendent.

## ***ARTICLE VIII VACATIONS***

### ***SECTION 1. CHOICE OF VACATION PERIOD***

(a) Vacation shall be granted at the discretion of the Highway Superintendent. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his choice of vacation period in the event of any conflict over vacation period.

(b) The week of July 4th shall be general shutdown week.

(c) Vacation requests shall be made by the employee at least twenty-four (24) hours in advance, except in case of emergency.

### ***SECTION 2. HOLIDAY DURING VACATION PERIODS***

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

### ***SECTION 3. WORK DURING VACATION PERIOD***

Any employee who is required to and does work during his vacation period shall be paid for all regular hours at the rate of time and one-half (1-1/2) his regular rate. In addition, the employee's vacation with pay shall be rescheduled to any future period the employee may request, subject to the approval of the Highway Superintendent.

#### ***SECTION 4. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION***

(a) Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated by check for the unused vacation he has accumulated at the time of separation.

(b) In the case of the death of such an employee, such payment shall be made to his estate.

#### ***SECTION 5. VACATION SCHEDULE***

(a) All employees covered by this Agreement shall be entitled to the following consecutive vacation period upon completion of their probationary periods:

after one (1) year . . . . . five (5) work days  
after five (5) years . . . . . ten (10) work days  
after eight (8) years . . . . . twelve (12) work days  
after fifteen (15) years . . . . . fifteen (15) work days  
after twenty (20) years . . . . . twenty (20) work days

(b) The employees anniversary date shall be the date for determining vacation.

### ***ARTICLE IX PAID LEAVES***

#### ***SECTION 1. FAMILY SICKNESS AND DEATH***

In the event of sickness or death in the family of an employee, spouse, parents, children, sister, brother, grandparents, father-in-law, mother-in-law, the employee shall be granted three (3) days leave of absence with full pay to make household adjustments, arrange for medical service or to attend funeral services.

#### ***SECTION 2. PERSONAL LEAVE***

Employees shall be entitled to three (3) personal leave days each year, non-accumulative, to be used whenever needed. Arrangements for such leave shall be made by the employee at least twenty-four (24) hours in advance, except in case of emergency. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any other leave benefits. Personal leave days may be taken in half-day sequence.

#### ***SECTION 3. JURY DUTY***

(a) Employees shall be granted a leave of absence subject to the limitation contained in subdivision (b) of this section 3, with pay any time they are required to report for jury duty or jury

service. They shall be paid the difference from their per diem pay to their regular rate of pay.

(b) This time shall not exceed 15 work days.

#### *SECTION 4. CIVIC DUTY*

Employees required to appear before a court or other public body during his regular scheduled work hours on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for the period necessary.

#### *SECTION 5. UNION LEAVE*

One (1) member of the Union who is elected or designated to attend any function of the International Union, Council or other body to which it is affiliated, shall be permitted to attend such functions and shall be granted time off without loss of either time or pay and that advance notification is given to the Employer in writing by the Union fourteen (14) work days prior to such date the particular function is scheduled. This time shall not exceed two (2) days a year.

#### *SECTION 6. MILITARY SERVICE LEAVE*

Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed thirty (30) consecutive days and not more than once in a year.

### *ARTICLE X SICK LEAVE*

#### *SECTION 1. ALLOWANCE*

(a) Any employee contracting or incurring any non-service connected sickness or disability is quarantined by the Health Authorities, or must make medical visits during work hours as a result of any illness or injury, shall receive sick leave with pay.

(b) Employees shall be eligible for sick leave after thirty (30) days service with the Employer.

(c) All employees shall be allowed one (1) day a month, twelve (12) days a year sick leave to be earned by an employee for any month in which the employee is compensated for twenty (20) or more hours of work. Effective January 1, 2003 employees shall earn one (1) hour of sick leave per week for any week in which the employee is compensated for eight (8) or more hours of work.

(d) An employee may be required by the Employer to produce a doctor's certificate after three (3) consecutive days of sickness of disability.

(e) All time for which an employee is credited with sick leave shall be considered as time worked.

## ***SECTION 2. ACCUMULATION***

(a) Employees shall start to earn sick leave from the date of the commencement of their employment with the employer, and they shall accumulate sick leave, subject to the maximum herein provided for, as long as they are in the service of the employer. Each year employees shall automatically be paid for any accrued sick leave over forty (40) days. Such compensation shall be at the employee's current hourly rate and shall be paid in the immediate following January.

(b) Upon the retirement of an employee, or upon an employee voluntarily leaving his employment by the Employer, or upon the death of an employee, the employee, or his estate, in the event of death, shall receive ½ days base pay for every day of accumulated sick leave to a maximum of twenty (20) full days pay.

## ***SECTION 3. ABSENCE DUE TO INJURY AND WORKMEN'S COMPENSATION***

(a) The Employer shall provide coverage for all employees covered by this Agreement under the Workmen's Compensation Law of New York State.

(b) Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who receive Workmen's Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall only be deducted from sick leave credits or accrued vacation leave. This shall be at the employees discretion.

## ***ARTICLE X (a) MANDATORY RETIREMENT***

Mandatory retirement shall be applied to employees as provided in New York State Session Law Chapter 296. Any required physical shall be paid for in full by the Employer.

## ***ARTICLE XI WAGES AND CLASSIFICATIONS***

### ***SECTION 1. WAGE SCHEDULE AND CLASSIFICATION***

(a) Employees shall be compensated in accordance with the wage schedule established in



negotiations effective January 1, 2007 reflecting wage increases of three percent (3%) in 2007, three percent (3%) in 2008, three percent (3%) in 2009 and three percent (3%) in 2010. The wage schedule is attached to this Agreement and marked as Appendix "A". Any new employee hired after January 1, 2007 shall start at an hourly wage rate of fourteen dollars (\$14.00) and then receive the negotiated percentage increase for each successive year.

(b) When any position not listed on the wage schedule is established or the specifications of any existing position are materially changed, the Employer after consultation with the Union, may designate a job classification or new specification and rate structure for the position. In the event the Union does not agree that the classification, the specification and/or the wage rate are proper, then the matter shall be subject to the grievance procedure.

## ***SECTION 2. PAY PERIOD***

The salaries and wages of employees shall be paid on the same day, every other week. In the event this day is a holiday, the preceding day shall be the pay day. If the pay day falls on their regular day off, such employees shall be paid on the last work day of their regular work week. Effective January 1, 2003 the salaries and wages of employees shall be paid on the same day, every week.

## ***SECTION 3. LONGEVITY SERVICE PAY***

Each employee covered by this Agreement shall receive on their anniversary date of hire longevity service pay into their base salary as follows: one hundred dollars (\$100.00) upon completion of five (5) years of employment; one hundred and fifty dollars (\$150.00) upon completion of ten (10) years of employment; two hundred dollars (\$200.00) upon completion of fifteen (15) years of employment; two hundred and fifty dollars (\$250.00) upon completion of twenty (20) years of employment; and three hundred dollars (\$300.00) upon completion of twenty-five (25) years of employment. ~~Effective January 1, 2008~~ each employee covered by this Agreement shall receive on their anniversary date of hire longevity service pay into their base salary as follows: two hundred and fifty dollars (\$250.00) upon completion of five (5) years of employment; three hundred dollars (\$300.00) upon completion of ten (10) years of employment; three hundred and fifty dollars (\$350.00) upon completion of fifteen (15) years of employment; four hundred dollars (\$400.00) upon completion of twenty (20) years of employment; and four hundred and fifty dollars (\$450.00) upon completion of twenty-five (25) years of employment.

## ***ARTICLE XII INDIVIDUAL RETIREMENT ACCOUNT (IRA)***

Effective January 1, 2007 the Town of Augusta shall make a \$1,600.00 per year per employee contribution to an Individual Retirement Account (IRA)/personal pension plan on a continual basis. Payable no later than April 1<sup>st</sup> of each year.

Effective January 1, 2008 the Town of Augusta shall make a \$1,700.00 per year per employee

contribution to an Individual Retirement Account (IRA)/personal pension plan on a continual basis. Payable no later than April 1<sup>st</sup> of each year.

Effective January 1, 2009 the Town of Augusta shall make a \$1,800.00 per year per employee contribution to an Individual Retirement Account (IRA)/personal pension plan on a continual basis. Payable no later than April 1<sup>st</sup> of each year.

Effective January 1, 2010 the Town of Augusta shall make a \$1,900.00 per year per employee contribution to an Individual Retirement Account (IRA)/personal pension plan on a continual basis. Payable no later than April 1<sup>st</sup> of each year.

### *ARTICLE XIII NEW YORK STATE DISABILITY*

(a) The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of this Agreement.

(b) Employees shall receive a supplemental sum equal to the difference between their wages and their disability benefits, at their option, but such supplemental sum shall only be deducted from sick leave credits, if any, or from vacation credits when sick leave credits have been exhausted. If an employee elects to use his sick leave for the purpose of maintaining his full pay status during the period of his disability, shall be required to endorse his disability compensation checks back to the Employer. Upon the exhaustion of all sick leave credits, an employee may have accumulated, the employee shall then no longer be required to endorse his compensation check over to the Employer. If there is no accrued time then there shall be no supplemental pay.

### *ARTICLE XIV HOSPITALIZATION AND MEDICAL BENEFITS*

(a) The Employer agrees to provide hospitalization and medical coverage for the Employee and his dependents under the Blue EPO Balance Option 11 plan. Effective January 1, 2002 employees shall contribute on a pro-rated basis, 6.25% of the premium cost, as established annually by the insurance carrier, per pay period toward the cost of their applicable Hospitalization and Medical Insurance premium. Effective January 1, 2003 employees shall contribute on a pro-rated basis 12.50% of the premium cost, as established annually by the insurance carrier, per pay period toward the cost of their applicable Hospitalization and Medical Insurance premium. Effective January 1, 2004 employees shall contribute on a pro-rated basis 18.75% of the premium cost, as established annually by the insurance carrier, per pay period toward the cost of their applicable Hospitalization and Medical Insurance premium. Effective January 1, 2005 employees shall contribute on a pro-rated basis 25% of the premium cost, as established annually by the insurance carrier, per pay period toward the cost of their applicable Hospitalization and Medical Insurance premium. No employee however, shall be required to contribute more than \$2500.00 per annum

toward the cost of their applicable Hospitalization and Medical Insurance premium. Effective January 1, 2008 employees shall contribute one hundred and fifty dollars (\$150.00) per year for continued dental coverage.

(b) The hospitalization and medical provisions of this Agreement shall be available for all employees covered by this Agreement who have completed thirty (30) days of employment with the Employer.

(c) Coverage will terminate upon the absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability. In the case of sickness or disability, coverage will be continued pursuant to the existing plan, only to the extent provided for therein.

(d) The employer agrees to provide Prescription Co-pay rider for the employee and his dependents at no cost to the employee for the term of this Agreement.

(e) The Town shall pay each eligible employee who elects not to participate in the Town of Augusta hospitalization and medical plan as provided under this Agreement, an annual payment of fifty percent (50%) of the employer's contribution of the premium due or that would have been due for such employee for the preceding calendar year based on the type of coverage maintained for such employee during the last year the employee was covered by the plan. If the employee was never covered by the plan, payment shall be on the basis of single coverage.

In order to voluntarily waive his/her right to Town paid hospitalization and medical coverage, the employee must (a) document proof of other coverage either by a copy of an insurance identification card or by a written statement of the plan administrator, and (b) execute a Waiver of Participation form supplied by the employer.

An employee who elects this alternative to the Town's hospitalization and medical plan shall receive such annual payment on or before June 30th of the following year.

Annually, any employee who elects this alternative to the Town's hospitalization and medical plan shall inform the Town in writing on or before November 15th, at which time he or she must execute a Waiver of Participation in the Town's hospitalization and medical Plan.

## *ARTICLE XV SETTLEMENT OF DISPUTES*

### *SECTION 1. GRIEVANCES*

Any grievance or dispute which may arise between the parties except as otherwise provided including the application meaning or interpretation of this Agreement, shall be settled in the following manner:

**STEP 1:** The Union Steward or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute with the Highway Superintendent within five (5) work days of its occurrence; if at any time the steward or other authorized representative of the Union is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The Superintendent shall then attempt to adjust the matter and shall respond to the steward within two (2) work days.

**STEP 2:** If the grievance still remains unadjusted it shall be presented by the Unit Chairman and/or his authorized representative to the Town Supervisor in writing within five (5) work days after the response of the Department Head is due. The Town Supervisor shall schedule a meeting within five (5) work days after receipt of the grievance with the Union Grievance Committee. The Town Supervisor shall within two (2) work days of such meeting, set forth an answer in writing to the Unit Chairman with a copy to the aggrieved party.

**STEP 3:** If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Town Supervisor is due, by written notice to the other, request arbitration.

## ***SECTION 2. ARBITRATION PROCEDURE***

(a) The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure.

(b) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and Agreement.

(c) No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.

(d) Expenses for the arbitrator's services and the proceeding exclusive of attorney fees shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

- (e) No arbitrator shall interpret the validity or application of any law or statute.

### ***SECTION 3. MATTER RELEVANT TO GRIEVANCE PROCEDURES***

- (a) The time limits in the grievance procedure may be extended by mutual agreement in writing.
- (b) Any step of the grievance procedure may be bypassed by mutual agreement in writing.
- (c) Neither the Highway Superintendent or the arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

### ***SECTION 4. STEWARDS AND GRIEVANCE COMMITTEE***

- (a) Employees selected by the Union to act as Union representatives shall be known as the Unit Chairman and Steward. The names of employees selected as Union Officers and representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.
- (b) When practical grievance committee meetings with the Employer, may be held during working hours, on the Employer's premises, and without loss of time or pay not to exceed one hour each work day.
- (c) There shall be one (1) Unit Chairman and one (1) assistant steward.

### ***SECTION 5. PROCESSING GRIEVANCES DURING WORKING HOURS***

Grievance committee members may investigate and process grievances during working hours without loss of pay. Not to exceed one hour per day.

## ***ARTICLE XVI DISCIPLINE AND DISCHARGE***

### ***SECTION 1. EXERCISE OF RIGHTS***

- (a) The only procedure for taking disciplinary action or measures against any employees covered by this Agreement shall be as set forth in the following sections.
- (b) Disciplinary action or measures shall include only Oral Reprimand, Written Reprimand, Suspension and Discharge.
- (c) When any suspension or discharge for just cause is imposed upon or is pending against

an employee, then the Employer shall notify the employee, the Unit Chairman or the Assistant Steward in writing of the specific reasons for such disciplinary action being imposed or the proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, approximate times, and places. The written notification shall indicate that one (1) copy has been sent to the Unit Chairman, and one (1) copy to the employee. Notification to the Union shall be done within 24 hours of notice given to the employee.

(d) Prior to the exhaustion or institution of the grievance procedure applicable to the disciplinary action, an employee may be suspended without pay only if the Employer has reason to believe that the employee's presence on the job represents a potential danger to persons or property, or would unduly interfere with operations. However, such determination shall be reviewable by the arbitrator, should the matter become the subject of an arbitration proceeding in accordance with this Agreement. In any case, the disciplined employee, upon request, will be allowed to discuss his discharge or discipline with his steward or other authorized representative of the Union, and the Employer will make available an area where he may do so before he may be required to leave the premises.

## *SECTION 2. REINSTATEMENT*

If, in any case where an employee has been suspended pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions of employment as may be determined by the arbitrator.

## *SECTION 3. LIMITATIONS*

An employee shall not be disciplined for acts which occurred more than ninety (90) days prior to the imposition of the discipline.

# *ARTICLE XVII GENERAL PROVISIONS*

## *SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION*

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

(b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

(c) The Employer agrees not to interfere with the rights of employees to become members

of the Union, and there be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

(d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

## ***SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES***

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

- post Union notices
- distribute Union literature
- transmit communications authorized by the Local Union or its officers to the Highway Superintendent
- consult with the Highway Superintendent, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

## ***SECTION 3. CONTRACT NEGOTIATIONS***

The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiation Team to participate in contract negotiations if such meetings are held during their regular working hours.

## ***SECTION 4. WORK RULES***

(a) The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been discussed by the Employer and the Union, and in addition, have been posted prominently on all bulletin boards for a period of five (5) consecutive work days.

(b) Employees shall comply with all existing rules and future work rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

(c) An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules may be resolved through the grievance procedure.

## ***SECTION 5. FULL WORK CREWS***

Snow-Removal: Snow plows shall be operated with no less than one operator and one blade-man.

## *SECTION 6. TEMPORARY EMPLOYEES*

(a) Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary re-assignment.

(b) Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.

(c) Temporary employees who are employed for a period of one hundred twenty (120) calendar days, within a twelve (12) month period, whether service is continuous or broken, shall be considered as permanent employees.

(d) Temporary employees shall receive the same rate of pay as probationary employees within the same classification.

## *SECTION 7. SUPERVISORY EMPLOYEES*

Supervisory employees shall not engage in work properly belonging or assigned to other employees in the bargaining unit, so as to displace, available personnel.

## *SECTION 8. SAFETY ENFORCEMENT*

No employee shall be required to perform work that unreasonably endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules, of any local, state or federal health or safety laws. An employee's refusal to perform such work shall not warrant or justify and present or future disciplinary action.

# *ARTICLE XVIII STRIKES AND LOCKOUTS*

## *SECTION 1. LOCKOUTS*

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

## *SECTION 2. STRIKES*

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.



*ARTICLE XIX*  
*CONTRACTING AND SUB-CONTRACTING PUBLIC WORK*

During the term of this Agreement, the Employer shall not contract out or sub-contract any public work performed by employees covered by this Agreement, that would mean the displacement of any employee covered by this Agreement.

*ARTICLE XX*  
*SAVINGS CLAUSE*

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

*ARTICLE XXI*  
*MAINTENANCE OF BENEFITS*

Any benefit presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefit is part of this Agreement, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed between the Union and the Employer.

*ARTICLE XXII*  
*TOTAL AGREEMENT*

Notwithstanding any Personnel Rules and Regulations, Local Law, or other laws that previously were in effect to the contrary, the foregoing constitutes the entire Agreement between the parties and shall supersede any and all such previous rules, regulations, and laws, and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

*ARTICLE XXIII*  
*STATUTORY PROVISION*

It is understood 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.

ARTICLE XXIV  
TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of January, 2007, and shall remain in full force and effective until the 31st day of December, 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred twenty (120) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

FOR TOWN OF AUGUSTA, NEW YORK:

Suzanne M. Collins  
Town Supervisor

12 / 19 / 07

FOR NEW YORK COUNCIL 66 AND LOCAL 1088-D, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:

James M. L. [Signature]  
New York Council 66 Staff Representative

12 / 20 / 07

Donald [Signature]  
Unit Chairman Local 1088-D

12 / 19 / 07

William [Signature]  
Unit Steward Local 1088-D

12 / 19 / 07

APPENDIX "A"  
WAGE SCHEDULE FOR THE  
TOWN OF AUGUSTA

TITLE	HOURLY WAGE JANUARY 1, 2007	HOURLY WAGE JANUARY 1, 2008	HOURLY WAGE JANUARY 1, 2009	HOURLY WAGE JANUARY 1, 2010
M.E.O.	\$16.73	\$17.23	\$17.75	\$18.28

MECHANIC STIPEND

Effective July 1, 2001 there shall be a mechanic stipend of an additional one dollar and fifty cents (\$1.50) per hour. Effective January 1, 2008 there shall be a mechanic stipend of an additional two dollars and fourteen cents (\$2.14) per hour.

APPENDIX "B"

SUMMER SCHEDULE

The summer schedule shall be from May 1 through September 29.

The following shall apply to this "Summer Schedule"

1. The work week shall consist of four consecutive days, Monday through Thursday.
2. The work day shall consist of ten consecutive hours.
3. Premium pay, for purposes of overtime, shall be computed after ten hours per day and after forty hours per week.
4. Sick leave shall be computed at the rate of 1-1/4 days per day used.
5. Vacation leave shall be computed at the rate of 1-1/4 days per day used.
6. Holidays shall be reimbursed at a ten hour per diem rate.
7. All other terms and conditions of the existing bargaining agreement shall remain in effect.

## LETTER OF UNDERSTANDING

During the term of this Agreement the Employer shall have the right to review, in each of the three years of the present contract (1995-1997), the hospitalization and medical benefits as to the cost of deductibles and shall meet with the union for an agreement on any change.

s/Neil E. Jeffers  
TOWN SUPERVISOR

9 / 22 / 94  
DATE

s/Daniel B. Tursi  
NEW YORK COUNCIL 66

8 / 17 / 94  
DATE

s/Donald E. Shantal Jr.  
LOCAL UNION CHAIRMAN

9 / 22 / 94  
DATE

s/Douglas M. Eaton  
LOCAL UNION STEWARD

9 / 22 / 94  
DATE