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Yates, Town Of And Seiu Local 200-
C (Highway/Cemetery Unit)

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To
BC

AGREEMENT

Between

TOWN OF YATES

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200-C, AFL-CIO
BUFFALO, NEW YORK**

JANUARY 1, 1998 - DECEMBER 31, 2000

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

SEP 28 2000

CONCILIATION

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AGREEMENT

This Agreement is between the TOWN OF YATES, hereinafter referred to as the "EMPLOYER" and/or "MANAGEMENT", and LOCAL 200-C of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "UNION".

It is the intent and purpose of the Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, terms and other conditions of employment.

ARTICLE I - RECOGNITION

Section 1.

Pursuant to and in accordance with all applicable conditions of the Laws of the State of New York, including but not limited to, General Municipal Law, Civil Service Law and Military Law, Management recognizes the Union on January 21, 1980, as the exclusive collective bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Section 2.

The bargaining unit consists of all employees in the classifications set forth in Appendix "A" or which may hereinafter be added thereto or changed as hereinafter provided. Excluding Supervisors, Superintendent, and the Town Clerk, and all offices and clerical personnel under the supervision of the Town Clerk, are hereby specifically excluded from the bargaining unit.

ARTICLE II - UNION SECURITY AND CHECKOFF

Section 1.

Management will make available to all employees entering the bargaining unit, a copy of the Agreement, calling their attention to the fact that Local 200-C of the Service Employees International Union, AFL-CIO, has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

Section 2.

Management will make available to all employees in the bargaining unit within a reasonable period of time following the execution thereof, a copy of this Agreement.

Section 3.

Upon receipt of a written authorization from the employee on a Form supplied by the Union, Management shall deduct Union dues on a prorate basis and shall remit the monies collected to the Union once each month. The Union agrees to indemnify and hold harmless the Town from any causes of action, claims, loss, or damages incurred as a result of this clause.

Section 4.

The Union will initially notify Management as to the amount of dues to be deducted. Such notification will be certified to Management in writing over the authorized signature of the officer or officers of the Union. Changes in the Union membership dues rates will be similarly certified to Management and shall be done at least one (1) month in advance of effective date of such change.

Section 5.

The Union agrees to refund to Management any amounts paid to it in error on account of checkoff provisions upon presentation of proper evidence thereof.

Section 6.

The Employer recognizes that this is an Agency Fee agreement, and in accordance with such, it is understood that each employee who is a member of the bargaining unit, but is not a member of SEIU Local 200-C, shall be liable to contribute to the said Local as representative costs, an amount equivalent to such dues as are from time to time authorized, levied, and collected from the general membership of said Local. The Town of Yates agrees to deduct an amount equal to the normal monthly dues paid by members of this Union from the earnings of each of said employees covered by this Agreement.

Section 7.

The Town hereby agrees to honor Local 200-C, SEIU Committee on Political Education Voluntary contribution deduction provisions from its employees who are Union members. See Appendix "B".

ARTICLE III - MANAGEMENT SECURITY

Section 1.

It is recognized that the need for continued and uninterrupted operation of the Towns' departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Section 2.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals will not engage in or sanction strikes, slowdowns, lockouts, or other similar action which would involve suspension of or interference with normal work performance. In this regard and pursuant to Section 207 of the Civil Service Law, the Union does hereby affirm that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

Section 3.

The Town shall have the right to discipline or discharge any employee encouraging or participating in a strike, slowdown or other such interference subject to the provisions of the Civil Service Law, Article 14.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1.

Except as otherwise provided herein, the Union recognizes that the Town has control and direction of the working forces and the operations thereof and that such right to control and direct the work force and its operations, 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 the Agreement. Disputes which may arise regarding the enforcement of such rules and regulations will be resolved in accordance with the grievance procedures contained herein.

Section 2.

The Town agrees not to discriminate against any employees because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the Town, and neither the Union nor any of its members, agents, or representatives will intimidate or coerce any employee with respect to his right to work, or engage in any Union activity during working hours except as specifically permitted in this Agreement. Neither the Town nor the Union shall discriminate against any employees or applicant for employment on account of race, color, creed, sex, national origin, veterans status, marital status, or political affiliation.

Section 3.

The Town shall be entitled to accept and act upon all official and authoritative written statements made from time to time by the Unions' officers and accredited representatives respecting the application of the terms of agreement and the rights and obligation of its members thereunder.

Section 4.

This provision shall not be construed to permit any supervisor or other member of Management to perform work that has normally or historically been performed by bargaining unit employees unless such work is for instructional purposes, emergency purposes, or is negligible in amount.

ARTICLE V - SPECIAL MEETINGS

Section 1.

Management and Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request. It is understood that positions taken by the Union or Management are not binding upon either party. These meetings are for the purpose of meet and discuss provisions. To the extent possible, all such meetings shall be held at times other than the working hours of the participants.

ARTICLE VI - UNION STEWARDS

Section 1.

Employees within the bargaining unit shall be represented by a steward. The Union shall furnish Management the steward's name.

Section 2.

When requested by an employee, the steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed reasonable time during working hours without loss of time or pay upon notification and approval of his immediate supervisor outside the bargaining unit.

Section 3.

When an employee presents his own grievance without intervention of a Union Steward, the steward shall be given an opportunity to be present and shall be allowed the time, therefore, paid at his regular rate, upon notification and approval of his immediate supervisor outside of the bargaining unit.

Section 4.

No Union business, other than cited above, shall be conducted so as to interfere with work assignment of stewards or any other employees. Management shall not be liable for any time lost in the conduct of such other Union business.

Section 5.

A non-employee Union Representative may consult with employees in work areas before the start of each work shift or after the end thereof.

Section 6.

The steward shall be allowed reasonable time, paid at his regular rate if occurring during his regularly scheduled workday, to confer with Management on matters affecting the administration of this Agreement upon notification and approval of his immediate supervisor outside of the bargaining unit.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1.

It is the intent of the parties to the Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its progress through steps of the grievance procedure, and the time in which each answer must be given.

Any grievance not initiated, taken to the next step, or answered within these time limits, will be considered settled on the basis of the last answer by Management if the Union does not move to the next step within the time limits, or on the basis of the Unions' last demand, if Management fails to give its answer within the time limits.

Section 2.

In the event of a dispute arising over the application of interpretation of the terms of this Agreement, the employee and the steward shall take the matter up with the immediate supervisor within fifteen (15) working days of the occurrence of the event complained of or when issue became known.

Step 1. If they cannot reach a satisfactory solution within five (5) working days, the matter shall be written down and referred to the Union Steward or his representative and the Employer or his representative, within five (5) working days.

Step 2. If the Union and the Employer cannot reach a satisfactory solution within five (5) working days, either party shall have an additional five (5) working days in which to refer the dispute to arbitration.

Step 3. The arbitrator shall be selected and the arbitration conducted under the then prevailing rules and regulations of the New York State Mediation Board. The arbitrator shall, upon notice to both parties, hear the issues involved. He shall have no power to add to, subtract from, or alter the terms of this Agreement. In the case of a discharge, the arbitrator shall have the power to sustain the discharge or to order reinstatement of the employee, with or without full or partial pay for days lost. His decision shall be submitted in writing and shall be final and binding upon the parties. To the extent possible, all steps of the grievance procedure as hereinabove set forth, shall be held and conducted at times other than the usual working hours of the participants therein.

Step 4. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer.

Section 3.

In handling grievances hereunder, no employees or representative of the Union shall leave his job without the permission of his department head, which permission, having due regard for operating requirements, shall not be unreasonably withheld. Such employee and/or Union representative shall be paid at their regular hourly rate for time necessarily spent during their regular working hours in fulfilling the procedure specified in this Article VII.

ARTICLE VIII - DISCHARGE AND DISCIPLINE

Section 1.

It is hereby understood and agreed that the employer shall have the right to discipline or discharge any employee for just cause, including, but not limited to:

1. Dishonesty
2. Intoxication
3. Theft
4. Insubordination
5. Use or possession of illegal drugs.

Any such discharge shall be subject to the grievance procedure:

(a) In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previous.

(b) Every employee shall be entitled to an annual review of his permanent personnel record. Copies of all complaints, notices, and reports or other pertinent information filed by an employee's supervisor or any other Town of Yates Officer or department head, which relates to the employee and may be made the basis for disciplinary action up to and including discharge, shall be made available to the employee and the Union at the time such charges are made.

Section 2.

If Management has a reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles and will not unduly embarrass an employee before other employees or the public.

ARTICLE IX - SENIORITY

Section 1. Definition

Seniority shall mean the status attained by length of continuous service with the Town of Yates.

Section 2. Accrual of Seniority

(a) Seniority shall begin with the last date of entering the service of the Town of Yates. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by the use of the alphabetic system.

(b) All original and promotional appointments shall be probationary and subject to a probationary period of ninety (90) calendar days of employment.

Section 3. Loss of Seniority

Employees shall lose their seniority for the following reasons:

(a) Discharge, if not reversed.

(b) Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the Supervisor or Board, shall be considered as having resigned.

(c) Unexcused failure to return to work when recalled from layoff as set forth in Article X.

(d) An unexcused failure to return to work after expiration of an authorized leave.

(e) Retirement

Section 4. Seniority List

Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, job classification, and seniority date, and shall furnish a copy to the Union within ninety (90) days after the signing of this Agreement and annually thereafter. All new employees names shall be submitted to the Union, along with their date of hire, upon completion of the probationary period.

Section 5. Application of Seniority

Seniority shall apply to shift assignment, vacations, layoff, and recall otherwise provided in the Agreement, and to promotions and transfers.

(a) In the event of a vacancy, employees shall be given an opportunity to transfer within their job classifications on the basis of their seniority.

(b) In the labor class, promotions shall be determined by seniority as follows:

(1) of applicants from within the department or division or,

(2) if no applicants from the department or division, then of applicants from within the Town of Yates employment, provided that in either case, the applicant is qualified to perform the work. If there are no such applicants, such positions may be filled by persons from outside the Town of Yates.

ARTICLE X - LAYOFF AND RECALL

Section 1. Definition

Layoff shall mean the separation of employees from the active work force due to lack of work or funds, or to abolish positions because of changes in organization.

Section 2. Order of Layoff

(a) No permanent probationary employee shall be laid off from his position in any department or division while any seasonal or temporary employees are serving in the same job classification in that department or division.

(b) Permanent and probationary employees shall have Town-wide seniority in their job classifications and, if exercise hereof in the event of layoff becomes necessary, shall replace the employee with the least seniority in their position classes.

(c) Except as provided below, the layoff of probationary or permanent employees in any department or division, shall be in inverse order of seniority in the job classification affected.

Section 3. Demotion in Lieu of Layoff

Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff or transfer under Section 2, be demoted by seniority to a lower position in his department or division. Demotion shall be through those classifications in which the

employee previously held permanent status or through positions in the same class series as the employees' position at the time of promotion, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 4. Exceptions to Seniority

The Town Board may approve deviations from seniority and layoffs or demotions in lieu of layoff, when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department or division affected.

In such cases, the affected employee shall be given written notice of the determination and reasons therefore.

Section 5. Notice of Layoff

Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 6. Preferred Eligible List

(a) Employees demoted in lieu of layoff, shall have their names placed on preferred eligible list in order of seniority for each classification which displaced within their department or division. Employees laid off shall have their names placed on preferred eligible list in order of seniority for each classification from which displaced.

(b) Names shall remain on the list for the period applicable in Section X.

Section 7. Recall from Layoff

(a) Employees to be recalled from Layoff, shall be given a maximum of fifteen (15) work days to respond after notice has been sent out by certified mail to their last known address.

(b) Employees who decline recall or who fail to respond as directed within the time allowed as set forth in subparagraph (a) above, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

(c) Permanent and probationary employees shall have Town-wide seniority in their job classifications.

Section 8. Restoration to Positions From Which Demoted

Employees shall be restored to positions from which they have been demoted in lieu of layoff, and shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the permanent preferred eligible list.

Section 9. Seniority Schedule

<u>Employees with Seniority of:</u>	<u>Recall Period:</u>
0 - 3 Years	6 Months
4 - 8 Years	1 Year
9 - 15 Years	18 Months
16 Years and Over	2 Years

ARTICLE XI - WORKING HOURS

Section 1.

For all employees, a regular work week shall consist of forty (40) hours, Monday through Friday, 7:00 A.M. to 3:30 P.M. including a one, half-hour (1/2) meal period. Should a change in working hours be instituted by the Employer, it shall give the Employees and the Union two (2) weeks notice thereof. This change shall only be for extenuating circumstances or an emergency. The Employer shall re-institute the old or regular work schedule as soon as possible.

Section 2.

Employees shall have a fifteen (15) minute rest period during each four (4) hours of work. The rest period shall be scheduled at the middle of each four (4) hours. Breaks will normally be taken at the work site unless time permits a return to the facility or another suitable location, or adverse weather conditions prohibit an on-site break.

Section 3.

A regular employee is a person employed on a consecutive basis working on half (1/2) time or more, one who works twenty (20) hours or more.

ARTICLE XII - OVERTIME

Section 1.

(a) All members of the bargaining unit shall be paid overtime as stipulated in this Agreement.

(b) Overtime hours shall be divided as equally as possible among employees in the same classification in their work section. An up-to-date list showing overtime hours will be posted every six months, but it will be available to any employee at any time by the Supervisor upon their request.

Section 2.

(a) Overtime is described as that time worked in excess of forty (40) hours in a given pay week.

(b) Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for those overtime hours worked on any weekday or Saturday. Overtime hours on Sunday shall be paid at the rate of two (2) times the employee's regular hourly rate.

(c) Employees, at their option, can request compensatory time off in lieu of overtime pay. Employees can use and/or accumulate up to forty-eight (48) hours of compensatory time the first year of this Agreement, fifty-six (56) hours of compensatory time in the second year of this Agreement, and sixty-four (64) hours of compensatory time in the third year of this Agreement. The accrual shall be calculated at one and one-half (1-1/2) hours for each hour of overtime worked. For example, eight (8) hours of overtime worked would equal twelve (12) hours of compensatory time credit.

The purpose of this section is to provide additional time off, however, if the employee does not use their accumulated compensatory time by November 1st of the calendar year, they shall be paid out. Scheduled time off will be worked out within the department.

This subsection is subject to mutual review by the parties.

(d) A holiday when worked, shall be paid at the rate of two (2) times the employee's regular hourly rate.

(e) An employee called to work at a time other than his scheduled work shift, shall be credited with a minimum of four (4) overtime hours at his regular rate, or with the actual hours worked at one and one-half (1-1/2) times his regular rate, whichever is

greater, unless such time shall be continuous with his scheduled work, in which case he shall be paid his overtime rate.

(f) An employee absent on authorized sick leave with pay, jury leave with pay, holiday, vacation, etc., shall be considered to have worked his normal work shift during such absence. All time paid shall be considered as time worked. Employees absent on unpaid leave shall not be considered to have worked during such absence.

(g) No employee may refuse to work overtime in an emergency.

Section 3.

Supervisory personnel outside of the bargaining unit, shall not, except in emergency situations or for instructional purposes, perform overtime work normally performed by employees covered by this Agreement.

Emergency work shall be defined as:

(a) Work normally performed by bargaining unit members, when all bargaining unit members are on the clock, that must be done immediately.

(b) Work that must be done immediately when bargaining unit members are off the clock, but no bargaining unit member is available to perform the work.

Section 4.

Work performed by employees shall not be subcontracted out except in the case of an emergency, where such subcontracting would result in a reduction in the work force. All regular employees shall be called before part-time employees for overtime.

ARTICLE XIII - JOB DESCRIPTION AND CLASSIFICATIONS

Section 1.

Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties and subject to the provisions of Article VII.

Section 2.

An employee who is assigned to work in a higher classification, shall receive the rate of pay for such higher classification for the hours he so works. However, if any employee is assigned to work in a lower classification, he shall be paid his regular rate of pay.

ARTICLE XIV - WAGES

Section 1.

Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix "A."

Section 2.

All pay changes shall be effective on the date of promotion or demotion.

Section 3.

Employees shall be paid on a bi-weekly basis every other Thursday.

ARTICLE XV - VACATIONS

Section 1. Definitions

(a) Service shall mean any period of time for which an employee receives wages.

(b) Vacation pay shall mean a period of time equal to forty (40) hours per week.

(c) Work week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.

(d) Continuous service shall mean service as defined by (a) above, uninterrupted by resignation or discharge.

Section 2. Vacation Allowance

(a) An employee who has or will have completed one (1) year of service within the calendar year, shall be entitled to two (2) weeks vacation with pay during that year.

(b) An employee who has or will have completed five (5) years of service within the calendar year, shall be entitled to three (3) weeks vacation with pay each year.

(c) An employee who has or will have completed ten (10) years of service within the calendar year, shall be entitled to four (4) weeks vacation with pay each year.

(d) An employee who has or will have completed fifteen (15) years of service within the calendar year, shall be entitled to five (5) weeks vacation with pay each year.

Section 3. Use of Vacation

(a) Employee shall use vacation time accrued during the calendar year in which the years of service are completed, which shall be from January to January.

(b) Vacation time must be used in the year earned. Vacation time cannot be accumulated from year to year and shall be prorated for new employees.

(c) Vacations shall be scheduled with due regard for seniority, employee preference, and needs of the service.

(d) A general paid holiday, which occurs during a vacation period, may be added thereto or to accrued vacation days.

(e) Cash payment in lieu of unused vacation, shall be made only upon termination of employment. Upon termination, the employee shall be paid in full to the nearest one-half (1/2) day for all unused vacation up to a maximum of twenty-five (25) work days, five (5) work weeks) provided that in the event termination is caused by the death of the employee, the maximum payment limitations shall not apply.

Section 4. Vacation Pay Advance

An employee going on vacation, shall be paid in advance of scheduled vacation, when requested with a two-week notice.

ARTICLE XVI - HOLIDAYS

Section 1.

Holidays (when not worked) shall be paid for at the straight time rate of pay for all regular employees in the active service of the Town of Yates.

Section 2.

Unless excused by Management, an employee must work the last scheduled day before and the first scheduled day after a holiday to be eligible for holiday pay.

Section 3.

Holidays shall be granted to all regular employees regardless of the length of service, except those absent without pay.

Section 4.

All employees required to work on a holiday shall be paid at the rate of two (2) times the employee's regular hourly rate.

Section 5.

The following holidays shall be observed by the Town of Yates:

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Labor Day	Christmas Day
Election Day	Day before New Years
Veterans Day	Independence Day

Section 6.

When any of the above holidays falls on a Saturday, the Friday immediately preceding shall be considered as the holiday. When any of the above holidays falls on a Sunday, the Monday immediately following shall be considered as the holiday.

Section 7.

If a holiday falls during an employee's vacation, an additional day off with pay will be granted by mutual agreement of the employee and the immediate supervisor.

Section 8.

Should a holiday fall on a Friday or Friday becomes a holiday, the Town will pay all employees on the day before the holiday or the day before the regular payday Friday.

ARTICLE XVII - SICK LEAVE

Section 1.

The Employer agrees that employees will not be required to furnish medical evidence to support a request for approval of a period of sick leave unless such period exceeds three (3) continuous days. An employee, on his return to work, who is required to submit a physician's statement concerning sick leave used, will be allowed a reasonable time to produce this after his return to duty or at the end of a calendar month.

Section 2.

All new employees shall have to pass a physical examination before commencing work. Said new employee's physical shall be at the expense of the Employer.

Section 3. Sick Leave

Employees shall earn sick leave credits at a rate of one (1) day per month of employment which shall become cumulative up to a maximum of ninety (90) days. Sick credits cannot be earned for the period when an employee is on leave of absence without pay, but shall be credited to those who are absent with pay in compliance with these rules. Under the terms of this rule, sick leave shall be granted for the following causes:

A. Sickness or injury of employee, or preventative health care;

B Serious illness in, or preventative health care for the employee's immediate family requiring the care and/or attendance of the employee. Immediate family shall include mother, father, spouse, child or any other relative who is an actual member of the employee's household.

C. Quarantine regulations.

Section 4.

When an employee has accumulated a maximum of ninety (90) sick days, he shall be paid one-half (1/2) of all earned sick days beyond the maximum of ninety (90) sick days accumulated. Such pay shall be given to the employees each year in the first payroll period in the month of December.

Section 5.

An employee absent because of illness covered by disability or worker's compensation, may opt to receive the difference between disability/worker's compensation insurance payments and regular wages by charging the difference to the employees sick leave accumulation.

ARTICLE XVIII - HEALTH INSURANCE AND RETIREMENT BENEFITS

Section 1. Hospital, Medical and Life Insurance

Any employee working twenty (20) hours or more per week shall be provided by the Town:

- (1) Community Blue II with:
 - (a) \$250.00 In-Patient Co-Pay
 - (b) Drug Rider - \$7.00 Co-Pay

The Town will assume payment of the premiums for such plans. Any increase in cost of premiums shall be borne by the Employer.

(2) If during the term of this Collective Bargaining Agreement a compulsory health insurance plan becomes law through Federal or State legislation, the Welfare Fund provision of this Agreement shall be reopened for the purpose of revision with respect to such health insurance plan compliance and/or employer contributions thereto.

(3) The Employer and Union agree to meet annually to discuss improving upon or purchasing another medical plan with emphasis on dental.

Section 2. Disability

The Employer agrees to pay the full cost of New York State Disability Insurance.

Section 3. New York State Employee's Retirement System

The Employer shall cover employees with the New York State Employee's Retirement System Plan known as 75-i with Riders 41-J (unused sick leave conversion) and 60-B (Life Insurance).

ARTICLE XIX - AUTHORIZED LEAVE

Section 1. Bereavement

Death in the immediate family - an employee shall be entitled to take up to three (3) work days paid leave between the death and the funeral without charge to sick leave upon the death of a member of his immediate family. Immediate family shall be the following:

Spouse, child, parents, grandchildren, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step family, and one (1) day will be allowed, with pay, for the following: uncle, aunt, nieces, nephews and fellow employees, exception as approved by the department head.

Section 2. Jury Leave

Employees shall be given leave of absence with pay for working time lost when called to serve on Jury Duty. Such employees shall be paid at their regular rate for working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the Town of Yates, all other remuneration received for Jury Duty during the same period.

Section 3. Paid Personal Days

After one (1) year of service from anniversary date of employment, employees shall be granted three (3) days with permission of the Superintendent. Employees may be allowed additional paid personal days, if approved by the supervisor and the Town Board. Personal days shall not be accumulative and shall be given upon forty-eight (48) hours notice to the department head unless extenuating circumstances or an emergency prevents prior notice.

Section 4. Unpaid Leave of Absence

Leaves of absence for personal reasons not to exceed thirty (30) days, may be granted to an employee with seniority at the discretion of the Employer. During the leave, seniority will accumulate. Any employee who works in any other position while absent from work on a leave of absence or who fails to return to work upon the expiration of a leave of absence, shall be considered to have quit voluntarily.

ARTICLE XX - SAFETY AND SAFETY EQUIPMENT

Section 1.

Under no circumstances will an employee be required to work in violation of any applicable statute or court order, or in violation of a government ruling relating to safety of persons or equipment.

Section 2.

Employees shall immediately or at the end of their shift, report all defects in equipment. The Employer shall not ask or require any employee to use equipment that has been reported in writing by any other employee, as being in unsafe operating condition unless such equipment has been inspected by the appropriate Supervisor, and the defect reported or declared in writing, not to exist by said Supervisor.

Section 3.

All equipment, which in the judgment of the appropriate Supervisor, is not sound or is unsafe, shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

Section 4.

All bargaining unit employees shall receive up to one hundred twenty-five dollars (\$125.00) on January 1st of each contract year, for the purpose of purchasing steel-toe safety shoes.

Section 5.

The Town shall provide uniforms to workers at no cost to the employees.

Section 6.

The parties shall continue to discuss and review safety rules, regulations, and procedures.

ARTICLE XXI - BULLETIN BOARDS

Section 1.

Management shall provide space for bulletin boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members.

ARTICLE XXII - NO DISCRIMINATION

Section 1.

The parties hereto agree that there shall be no discrimination against any person because of his race, creed, color, national origin, age, sex, marital status, veterans status, or political affiliation.

ARTICLE XXIII - SEVERABILITY

Section 1.

In the event that any provisions of this Agreement between the parties shall be held by operation of law, or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in full force and effect. It is further agreed that, in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXIV - LEGISLATIVE APPROVAL

Section 1.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXV - TERM OF AGREEMENT

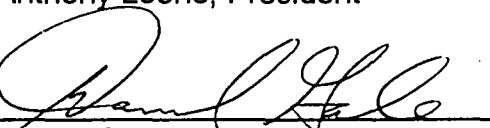
This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al.

This Agreement shall be in full force and effect as of January 1, 1998, and up to and including December 31, 2000. Thereafter, if neither party serves written notice to the other party ninety (90) days prior to the day of expiration of this Agreement, it shall automatically continue from year to year.

FOR THE UNION:

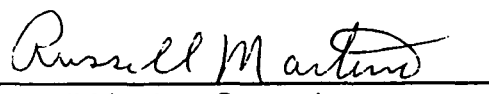
**SERVICE EMPLOYEES INT'L UNION
LOCAL 200-C, AFL-CIO**

By: 
Anthony Leone, President

By: 
Daniel Gale
Business Representative

FOR THE EMPLOYER:

TOWN OF YATES

By: 
Russell Martino, Supervisor

APPENDIX "A"

<u>Classification</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
	1/1/98 (.57)	1/1/99 (.50)	1/1/2000 (.40)
Highway MEO & Mechanic	\$14.70	\$15.20	\$ 15.60
Cemetery MEO	14.70	15.20	15.60

APPENDIX "B"

VOLUNTARY COPE DEDUCTION AUTHORIZATION FORM

"I hereby authorize the Town to deduct from my pay the sum of \$2.00 per year and to forward that amount to the Local 200-C SEIU Committee on Political Education. This authorization is voluntarily made with the specific understanding that the signing of this authorization and the making of payments to the Local 200-C SEIU Committee on Political Education, are not conditions of membership in the Union or of employment with the Company and that the Local 200-C Committee on Political Education will use the money it receives to make political contributions and expenditures in connection with Federal, State, or local elections.

This authorization and direction shall be irrevocable for the period of one year and I agree and direct that this authorization and direction shall be automatically renewed, irrevocable for successive periods of one year unless written notice of its revocation is given by me to my Employer and said Local Union by registered mail, return receipt requested, thirty (30) days prior to the expiration of each term of one year.

Signature _____ Home Phone # _____

Name (Print) _____

Employer _____

Home Address _____

City _____ State _____ Zip _____

Social Security Number _____

Dept. & Classification _____

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

SUBJECT: Memorandum of Understanding
Between
Town of Yates
and the
Service Employees International Union
Local 200-C

Be it understood by all concerned parties that the employment of part-time personnel by the Town of Yates will be for the purpose of assisting full-time employees.

Such part-time employees will not be used to perform any duties or functions normally performed by members of the Service Employees International Union except in emergency situations or those situations that have received prior approval by the local Steward of the Service Employees International Union. The use of part-time employees will not infringe on any scheduled hours or overtime hours normally given to union members.

Signed Russell Martins Supervisor, Town of Yates
Paul Hale Business Representative

Dated Oct 30, 1997