



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Cambria, Town of and International Union of Operating Engineers (IUOE), Local 463A (2003)**

Employer Name: **Cambria, Town of**

Union: **International Union of Operating Engineers (IUOE)**

Local: **463A**

Effective Date: **01/01/03**

Expiration Date: **12/31/05**

PERB ID Number: **9183**

Unit Size: **9**

Number of Pages: **18**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 463A**

AND

TOWN OF CAMBRIA

2003-2005

ORIGINAL

Executed on February 12, 2004

1/1/03 - 12/31/05

RECEIVED

JUN 13 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

THIS AGREEMENT	PAGE 1
PREAMBLE	PAGE 1
ARTICLE 1 - PURPOSE	PAGE 1
ARTICLE 2 - RECOGNITION	PAGE 1
ARTICLE 3 - LEGISLATIVE APPROVAL	PAGE 2
ARTICLE 4 - MANAGEMENT RIGHTS	PAGE 2
ARTICLE 5 - UNION SECURITY	PAGE 3
ARTICLE 6 - NO STRIKE/NO LOCKOUT	PAGE 4
ARTICLE 7 - UNION ACCESS TO EMPLOYEES	PAGE 4
ARTICLE 8 - UNION STEWARD	PAGE 4
ARTICLE 9 - BULLETIN BOARD	PAGE 4
ARTICLE 10 - DISCRIMINATION PROHIBITED	PAGE 4
ARTICLE 11 - JOB DESCRIPTIONS	PAGE 5
ARTICLE 12 - PROBATIONARY PERIOD	PAGE 5
ARTICLE 13 - JOB POSTING	PAGE 5
ARTICLE 14 - SENIORITY	PAGE 5
ARTICLE 15 - GRIEVANCE AND ARBITRATION	PAGE 6
ARTICLE 16 - DRUG AND ALCOHOL TESTING	PAGE 7
ARTICLE 17 - EMPLOYEE ADDRESSES	PAGE 8
ARTICLE 18 - HOLIDAYS	PAGE 8
ARTICLE 19 - VACATION	PAGE 9
ARTICLE 20 - LONGEVITY PAY	PAGE 9

ARTICLE 21 - PERSONAL TIME / SICK DAYS	PAGE 10
ARTICLE 22 - WORKERS COMPENSATION	PAGE 10
ARTICLE 23 - HOSPITALIZATION & MEDICAL INSURANCE	PAGE 10
ARTICLE 24 - RETIREMENT	PAGE 11
ARTICLE 25 - BEREAVEMENT LEAVE	PAGE 12
ARTICLE 26 - JURY DUTY	PAGE 12
ARTICLE 27 - SAFETY, EQUIPMENT, & EDUCATION	PAGE 12
ARTICLE 28 - HOURS OF WORK & OVERTIME	PAGE 13
ARTICLE 29 - WAGES AND UNION DUES	PAGE 14
ARTICLE 30 - SEPARABILITY	PAGE 14
ARTICLE 31 - DURATION & TERMINATION	PAGE 15

THIS AGREEMENT made and entered into this 12th day of FEBRUARY, 200⁴3, by and between the Town of Cambria, hereinafter referred to as the "Town" and the IUOE Local 463A, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the Town has voluntarily endorsed the practice and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time Highway Department and Water and Sewer Department employees insofar as such practices and procedures are appropriate to functions and obligations of the town to retain the right to operate the Town government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the Town; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Town.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenants and agree as follows:

PREAMBLE

Both parties mutually agree that their objective is for the good and welfare of the Town and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Town and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 - PURPOSE

Section 1.1 ~ It is the purpose of this Agreement to effectuate the provisions of the Taylor Law, Chapter 391 of the Laws of 1967, to provide orderly collective negotiating relations between the Town and the Union, to secure prompt and equitable disposition of grievances and to establish the fair wages, hours and working conditions as specified in the Agreement for the employees covered by this Agreement.

ARTICLE 2 - RECOGNITION

Section 2.1 ~ The Town recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment and the administration of grievances arising thereafter for the term of the Agreement for all employees of the Town's Highway, Sewer and Water Departments in the following titles: Motor Equipment Operator, Motor Equipment Operator/Foreman, Mechanic, Water Maintenance Person, Water Maintenance Person/Foreman and Sewer (Wastewater) Maintenance Person as certified by PERB Case No.: C - 5275. Excluded are the Highway Superintendent, Superintendent of Sewer and Water Departments and all seasonal and part-time employees of said Departments.

ARTICLE 3 - LEGISLATIVE APPROVAL

Section 3.1 ~ 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 or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 ~ The Union and the employees covered by this Agreement agree that, except as expressly limited by specific provisions of this Agreement, all of the authority, rights, functions and responsibilities possessed by the Employer are retained by it, including but not limited to: the right to change existing or introduce new equipment, operations, methods or facilities as determined to be in the best interest of the Employer: to direct, deploy, and utilize the work force; to schedule operations, including the right to change work schedules, to layoff and recall employees; to discharge or suspend employees for just cause; to determine and enforce reasonable work rules, and occupational health and safety standards; provided that these rights shall not be contrary to the specific provisions of this Agreement.

Section 4.2 ~ The Union recognizes all rights, powers, responsibilities and authority of the Employer and the execution thereof in regards to the operation of its work and business and the direction of its work force, which have not been specifically abridged, deleted, delegated or modified by this Agreement are and shall remain exclusively those of the Town.

Section 4.3 ~ All conditions or practices beneficial to employees, now in effect which are not specifically provided for in this Agreement, shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the Town and the Union. Nothing contained herein shall authorize or permit the use of Town equipment, tools or materials for personal use.

Section 4.4 ~ For the purpose of preserving work and job opportunities for the employees of the bargaining unit, and except as agreed in third paragraph below, the Employer agrees that, during the specified length of this contract, no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to employees covered under the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part by the Town to any non unit employees, unless otherwise provided in this Agreement, except for work of the nature currently assigned to the two existing regular part time positions - i.e. part time janitor and part time laborer.

Section 4.5 ~ Subcontracting, of the kind and to the degree done by the Town in the past, shall be allowed with the understanding that all current incumbent employees of the Town shall suffer no straight hourly or job loss.

Section 4.6 ~ The Highway Superintendent and Superintendent of Water/Sewer Department shall retain flexibility of personnel assignments to allow these departments to continue to carry on cemetery maintenance and building and grounds maintenance as may be deemed necessary or appropriate.

Section 4.7 ~ All hourly personnel shall begin and end their respective work shifts by logging in and logging out with the time clock system provided by the Town. Additionally, all hourly personnel shall log in and out using the time clock system when leaving the Town property for non-work related activity such as lunch breaks and/or

personal business. Employees shall not use, possess or punch another employee's time card. Such activity will result in disciplinary action being taken against all employees involved. Repeated tardiness will result in disciplinary action.

Section 4.8 ~ The Highway Superintendent shall have the flexibility of scheduling to create three eight (8) hour work shifts (7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m. and 11:00 p.m. to 7:30 a.m.) and/or to maintain a night shift (11:00 p.m. to 7:00 a.m.) with two employees during the winter season. These would constitute normal working hours for the Night Shift employees. A shift "differential" shall be paid to the effected employees as set forth in paragraph 28.8 hereof. Shift hours may be changed on five (5) days notice to affected employees.

Section 4.9 ~ Mid-morning and Mid-afternoon work breaks (or like breaks on other work shifts) are to be 15 minutes each and to be taken at the work site.

Section 4.10 ~ The Town shall have the right and nothing in this Agreement shall prevent the Highway Department and the Sewer and Water Departments from employing seasonal help during the summer months in the ordinary and customary manner and extent.

Section 4.11 ~ The Town shall have the right and nothing in this Agreement shall prevent the Highway Department utilizing substitute snow plow drivers and snow equipment – snow removal personnel as circumstances may require.

ARTICLE 5 - UNION SECURITY

Section 5.1 ~ Membership Dues: All employees covered by this Agreement shall be required to pay union dues. The Financial Secretary Officer of the Union shall notify the Town of the amount of union dues to be deducted and shall notify the Town thirty (30) days in advance of the effective date of any change in the amount to be deducted. The Town shall deduct said amount, in a uniform dollar amount per pay period, from the wages of those employees who have executed a dues deduction authorization card in accordance with Section 208 (1) (b) of the Taylor Law. All amounts so deducted shall be sent with a list of the members from whose wages deductions had been made and the amount so deducted to the International Union of Operating Engineers Local 463A Welfare, Defense and Organizational Expense Fund – 3365 Ridge Road, Ransomville, New York 14131.

Section 5.2 ~ Union Dues Check-Off:

Effective January 1, 2004, the Town will deduct 1.5% of gross pay from all International Union of Operating Engineers Local 463A members for the Welfare, Defense, and Organizational Expense Fund. In addition, effective January 1, 2004, the members of the International Union of Operating Engineers Local 463A will be responsible to pay their own monthly union dues. This includes non-member (Agency Employees).

Section 5.3 ~ Agency Fee: The Town agrees to deduct from the wages or salary of employees of such negotiating unit who are not members of the Union the amount equivalent to the dues levied by the Union, and shall transmit such monies to the Union to the extent required by law and subject to the same conditions as dues. The Union shall defend and hold the Town harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of actions taken or not taken by the Town to comply with the terms of this provision, or in reliance on a certification issued by the Union.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

Section 6.1 ~ No Strike: The Union reaffirms that neither it nor any member of the bargaining unit will strike or engage in any other concerted stoppage or work or slow down of any kind against the Town or assist or participate in any such acts or impose an obligation upon its members to conduct, assist or participate in such acts. In the event of a strike, work stoppage or slow down of any kind the Union shall exert its best efforts to terminate such activity. The Town will not engage in a lockout of employees during the term of this Agreement. The Union agrees that it, and its members shall not prevent or attempt to prevent, or interfere with the right of any person or Town official, officer, or employee to gain access to any of the Town's buildings, facilities, property or equipment.

ARTICLE 7 - UNION ACCESS TO EMPLOYEES

Section 7.1 ~ A Business Representative of the Union will be allowed reasonable access to the Highway and/or Water/Sewer facilities for the purpose of conducting legitimate Union business related to the administration of the Collective Bargaining Agreement provided the Representative does not interfere with normal operations and upon prior reasonable notice to the Department Supervisor. For security purposes, upon and during any visit by a Union Representative he shall be escorted and continually accompanied by the Union Steward. There shall not be any impromptu, unscheduled access nor any unescorted access to any of the Town's buildings, facilities, property or equipment.

ARTICLE 8 - UNION STEWARD

Section 8.1 ~ The Union shall designate one (1) employee representative for the unit pursuant to Article 1 - Recognition. The Union Steward shall take care of the problems involving the administration of this Agreement that may occur from time to time on the job site. The Union Steward shall get permission from the Department Supervisor to leave his job and investigate the situation. The permission shall be granted within a reasonable amount of time. The Town agrees to release the Union Steward without loss of pay for the purpose of attending grievance arbitration hearings or proceedings before PERB.

ARTICLE 9 - BULLETIN BOARD

Section 9.1 ~ The Town agrees to provide suitable space for the Union to place a bulletin board in each garage, terminal or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 10 - DISCRIMINATION PROHIBITED

Section 10.1 ~ The Town agrees not to interfere with the right of employees to become members of the Union and will not discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of, the Union. The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union also recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion regardless of Union Membership.

ARTICLE 11 – JOB DESCRIPTIONS

Section 11.1 ~ One month after signing this Agreement, the Town will provide job descriptions of all positions covered by this Agreement (to the extent written descriptions exist) to the Union and annually thereafter during the term of this Agreement if any changes occur. When any new titles within the bargaining unit are created during the term of this Agreement, the Union Business Representative shall be provided a copy of such job description within thirty (30) days after an employee is appointed to such new position.

ARTICLE 12 – PROBATIONARY PERIOD

Section 12.1 ~ Employees will not be considered full-time with benefits (exclusive of state mandated requirements) until satisfactory completion of probationary period of ninety (90) days of employment. All employee benefits set forth above will then be conferred on the recommendation of the department head and approval by the Town Board. Vacation and personal time/sick day benefits will accrue during the probationary period and will be credited retroactively upon permanent certification.

ARTICLE 13 – JOB POSTING

Section 13.1 ~ All permanent vacancies and newly created jobs shall be posted by the Town for five (5) workdays to give employees the opportunity to apply in writing for such jobs. Each employee will be considered by the Town in accordance with the applicant's seniority, ability to meet the job requirements, and ability to perform the job. Any employees so selected shall be considered on a trial basis for a period as determined by the Town, not to exceed thirty (30) days. If the employee is found to be unsatisfactory at anytime during the trial period, he shall be reinstated to his former job and another selection made. The Union shall be notified in writing when an employee is rejected, and the reason therefore. An employee who is awarded a job is ineligible to bid any other job posting for a period of one year from the date of the award.

ARTICLE 14 – SENIORITY

Section 14.1 ~

- a) Seniority shall be defined as length of full-time continuous service from date of hire with the Town.
- b) In the event of a lay-off seniority shall determine the order in which such employees are laid-off, those employees with the greater seniority being the last laid-off. It is understood that seasonal employees or regular part-time employees must be laid-off first before any full-time employees are laid-off.
- c) Any recall of laid-off employees shall be in the inverse order of lay-off.
- d) An employee on leave of absence for illness or injury will accumulate seniority for the length of the leave. However, an employee on leave of absence for personal reasons shall not accumulate seniority.
- e) In the event of a lay-off or absence on leave, seniority shall continue to accrue for a period not to exceed twenty-four (24) months and employment shall be considered to be uninterrupted. Recall rights shall terminate at the end of twenty-four (24) months of lay-off.

Section 14.2 ~ An employee shall lose his seniority rights and his employment shall be terminated if he:

- a) Is discharged for just cause or upon a;
- b) Resignation or Voluntary quitting of the job;
- c) Lay-off for a period of over one (1) year unless the employee has not been employed by the Town for at least one year, in which case the maximum period shall be the employee's length of service, rounded to the nearest month, following successful completion of the probationary period;
- d) Abandonment, actual or constructive, or employment due to no-call, no-show without a legitimate and acceptable excuse showing the existing of an emergency situation;
- e) Failure to return to work on the first day following the expiration of any leave of absence, unless there existing a verifiable emergency which prevented the employee's return;
- f) Failure to return to work following recall from lay-off. Recall shall be by telephone call, followed by a confirming letter, a copy of which shall be sent to the Union Steward.
- g) Is absent from work for three (3) working days without notifying the Town and providing an explanation satisfactory to the Town.

ARTICLE 15 – GRIEVANCE AND ARBITRATION

Section 15.1 ~ In the event that any difference shall arise between an employee or group of employees and the Town concerning the interpretation or application of the express terms of this Agreement, such difference shall be settled in the following manner:

Step 1: The aggrieved party and Union Steward shall first discuss a grievance with the appropriate departmental supervisor with the objection of resolving the matter informally (except that a grievance submitted by the Town shall begin at Step 2).

Step 2: If the matter is not resolved at the above Step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the appropriate supervisor. No alleged grievance shall be entertained, and shall be deemed waived, unless presented in writing within seven (7) working days after the aggrieved party or parties knew or should have known of the act or occurrence on which the alleged grievance is based. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Agreement alleged to have been violated. A meeting between the appropriate departmental Supervisor and the aggrieved party and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting; the appropriate supervisor will provide the Union with a written response to its grievance.

Step 3: In the event the grievance is not resolved as provided above, the grievance may be presented in writing to the Town Supervisor or his designee within ten (10) work days. The Supervisor or his designee shall respond to the grievance in writing within fourteen (14) working days from its timely receipt.

Step 4: In the event that the grievance is not resolved by the decision of the Supervisor or his designee, the grievant may within ten (10) work days thereafter, submit such grievance to arbitration. Notice of intent to arbitrate must be submitted in writing. The Town and the Union agree that the arbitrator shall be selected by mutual agreement from a panel obtained from the Federal Mediation and Conciliation Service.

The parties shall alternatively strike names from the panel and the last remaining name shall be the arbitrator. Each party shall bear its own expenses with respect to the preparation and presentation of any grievance to an arbitrator, and both parties shall bear equally the expense of the arbitrator. In making the award, the arbitrator shall not have the power or authority to add to, subtract from, modify or change, explicitly or impliedly, in any way the express provisions of this Agreement or to substitute his or her discretion for the Town's discretion in cases where the Town is given discretion by this Agreement; or to assume any other responsibility of management. The arbitrator's authority shall be limited to deciding only whether a specific provision of this Agreement has been violated. Only one grievance shall be submitted to or heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be binding on the parties unless vacated by a court of competent jurisdiction.

Termination of a probationary employee shall not be subject to the arbitration process.

Section 15.2 ~ Failure of the Union to observe any of the time limits set forth in the steps of the grievance procedures as aforesaid shall result in the grievance being conclusively settled pursuant to the decision at the previous step in the grievance procedures. Should the Town fail to respond within the time limits set forth in the grievance procedure, the Union shall have the right to move the grievance in a timely manner to the next steps of the grievance procedure.

Section 15.3 ~ The Union shall be considered the representative for grievance representation purposes of any employee laid off, discharged or otherwise separated from the payroll until the time limits of the grievance and arbitration procedure have been exhausted (except termination of a probationary employee shall not be subject to the arbitration procedure).

Section 15.4 ~ Settlement of a grievance shall not be final and binding unless endorsed by the Town Board or its appropriate designee.

Section 15.5 ~ The Union shall notify the Town of the Union representative authorized to present and process grievances. The Town shall notify the Union of the Town's official representative.

Section 15.6 ~ The time limits of the Grievance and Arbitration Procedure set forth in this Agreement can be extended by mutual agreement, in writing, between the Town and the Union.

Section 15.7 ~ Properly designated Union Stewards shall be allowed necessary time off, without loss of pay, while directly involved in the manner provided in this grievance procedure. The Union Steward or Business Agent shall advise his Department Head of the grievance and schedule the activity at a time mutually agreeable to all.

Section 15.8 ~ The termination or discipline of employees is not subject to arbitration but instead will be dealt with pursuant to Civil Service Law, in general Sections 75 and 76 in particular.

ARTICLE 16 - DRUG AND ALCOHOL TESTING

Section 16.1 ~ The Town will require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of use of controlled substances or alcohol, or abuse of legal drugs (hereafter "drug use"). Such reasonable suspicion may be documented. The collection of urine will not be directly witnessed unless there

is a reasonable suspicion to believe that the employee may tamper with the testing procedures. At the time of any urinalysis or other appropriate test, the employee may request that a blood sample be taken at the same time so that a blood analysis can be performed if the employee's urinalysis, or other appropriate test, confirms drug use.

Section 16.2 ~ The testing process for drug use shall include an initial screening test, and if the test is positive for drug use, a test to confirm the results.

Section 16.3 ~ Use of controlled substances or abuse of prescribed drugs at any time while employed by the Town, or the use of alcohol while on duty or the presence of alcohol in the blood while on duty are strictly prohibited and shall be cause for discipline, including termination of employment. The abuse of prescribed drugs while on duty, or the presence of prescribed drugs in the blood while on duty, shall be cause for discipline, including termination of employment.

The Town shall consider requiring rehabilitation by the employee rather than disciplinary penalty for first offenses of a minor nature which do not involve driving or operating equipment while under the influence of drugs or alcohol, or other misconduct or safety issues. Any issues relating to the drug and alcohol testing process are not to be confused with annual physicals which include drug and alcohol tests. These annual physicals may be changed with a 30 day notice to the Union by the Town Board. The parties recognized that federal law and regulations may supersede some parts of Article 8.

Section 16.4 ~ Notwithstanding any of the above, the parties recognize that all holders of CDL's are subject to the Town's CDL alcohol and drug policy.

ARTICLE 17 - EMPLOYEE ADDRESSES

Section 17.1 ~ The Town will provide the Union with a list of employees in the bargaining unit, including the employee's full name, home address, job title and first date of employment. An updated list will be provided periodically as changes occur and annually upon request. The information provided by the Town will be held in strict confidence by the Union and will not be used to harass any employee.

Section 17.2 ~ It is the obligation of each employee in the bargaining unit to notify the Town of any change of address, phone number, name, marital status or other personal information relevant to the administration of this Agreement.

ARTICLE 18 - HOLIDAYS

Sections 18.1 ~ Legal Holidays, when the Town Hall is closed for all business, are listed below. If any of the following holidays falls on a Sunday, the Monday thereafter shall be observed. If any of the following holidays falls on a Saturday, it shall be observed on the preceding Friday.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- July 4th

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

ARTICLE 19 - VACATION

Section 19.1 ~ All full-time employees, in addition to time off for holidays, will be granted vacation with pay as per the following schedule. Vacation time will be credited annually as of the anniversary date of employment.

- a) Eighty (80) hours will be credited upon completion of one (1) full year of service and annually thereafter during the next three (3) years of service.
- b) One hundred (100) hours will be credited annually upon completion of five (5) years of service.
- c) One hundred twenty (120) hours will be credited annually upon completion of ten (10) years of service.
- d) One hundred sixty (160) hours will be credited annually upon completion of fifteen (15) years of service.
- e) Two hundred (200) hours will be credited annually upon completion of twenty (20) years of service.

Section 19.2 ~ All vacations must be earned, and earned vacations may be taken by the employee at a time convenient to the department, with the approval of the department head. Vacations must be taken in the calendar year in which they are due. Vacation time will not be cumulative.

Any exceptions must be approved by the Town Board. Unused vacation time may be sold back at the end of the employment year on a December payday at the existing salary schedule.

ARTICLE 20 - LONGEVITY PAY

Section 20.1 ~ Full-time hourly employees will earn longevity pay according to the following schedule:

After Five (5) Years of Service: Longevity Pay of \$100.00
After Ten (10) Years of Service: Longevity Pay of \$150.00
After Fifteen (15) Years of Service: Longevity Pay of \$200.00
After Twenty (20) Years of Service: Longevity Pay of \$250.00

Effective January 1, 2005 the Longevity Pay Schedule will

Increase as follows:

After Five (5) Years of Service: Longevity Pay of \$125.00

After Ten (10) Years of Service: Longevity Pay of \$200.00

After Fifteen (15) Years of Service: Longevity Pay of \$275.00

After Twenty (20) Years of Service: Longevity Pay of \$350.00

Section 20.2 ~ The annual longevity payment will be made on the December payday when employees are paid for unused vacation/personal time. Increments will be calculated as of the year in which the anniversary date falls.

ARTICLE 21 - PERSONAL TIME/SICK DAYS

Section 21.1 ~ Full-time hourly employees will receive twelve (12) days of personal time/sick days per year, accrued at a rate of one (1) per month.

Section 21.2 ~ Personal time/sick days may be used as earned or banked up to a maximum of forty-five (45) days. Personal time may not be used before it is earned. Use of personal time in excess of three (3) continuous days shall be authorized with the permission of the department head.

Section 21.3 ~ Unused personal time/sick days may be sold back at any time at the existing salary schedule. Payment will be made on the next regular scheduled payday.

ARTICLE 22 - WORKERS COMPENSATION AND DISABILITY INSURANCE

Section 22.1 ~ Workers Compensation insurance is provided for all Town employees.

Section 22.2 ~ Disability insurance is provided, for Town employees.

ARTICLE 23 - HOSPITALIZATION AND MEDICAL INSURANCE

Section 23.1 ~ Hospitalization and Medical Insurance coverage shall be provided for all full-time employees of the bargaining unit through the medical insurance plans offered by the Town. The Town and the Union accepts the Community Blue 203 Option as the health care plan and further if a Town of Cambria Employee receives a better health plan - the Union shall have the same health care plan.

Section 23.2 ~ Hospitalization and Medical Insurance coverage upon retirement will be provided to all those previously covered by insurance as follows:

Years of Service Under the Criteria Of NYS Retirement System	Percentage Paid by the Town of Cambria
20 years	100%
15 years to 19 years	75%
10 years to 14 years	50%

Note: Any Town employee attaining the age of sixty-two (62) upon retirement, may remain in the Town's Group Hospitalization and Medical Plan at his or her own expense unless he or she qualifies under one of the above categories.

Section 23.3 ~ Hospitalization and Medical Insurance Coverage will be available for up to three (3) years to the surviving spouse of a person who dies while employed by the Town. The amount of the premium to be paid by the Town will be determined by length of service as set forth in Section 23.2, herein. Coverage availability may be extended indefinitely beyond three (3) years, with the surviving spouse paying 100% of the premium. If that surviving spouse is also a full-time employee of the Town, the coverage will be transferred to the spouse with all the rights and benefits, including appropriate coverage after retirement.

Section 23.4 ~ Hospital and Medical Insurance Coverage through the Town's Group Plan will be available to the surviving spouse of a person who dies after retiring from Town service, for a minimum period of six (6) months. The amount of the premium to be paid to the Town will be determined by the length of service as set forth in Section 23.3, herein. The coverage availability may be extended indefinitely beyond the minimum period, with the surviving spouse paying 100% of the premium.

Section 23.5 ~ The Town will augment the Medical Insurance coverage provided for full-time employees by reimbursing for costs associated with dental and vision care. The self-insurance fund will be administered by the Supervisor's Office and will reimburse up to \$250.00 for a single participant and up to \$500.00 for a family participant effective January 2004. Effective January 2005 the reimbursement will increase up to \$300.00 for a single participant and up to \$600.00 for a family participant. Full-time employees may file quarterly (March 31; June 30; September 30; December 31) for reimbursement by submitting receipts for vision and/or dental care with a voucher to the Supervisor's Office for approval and processing. Reimbursement payments will be made by check from the Trust Fund on or about the end of the quarter. Budgeted amounts for this dental/vision reimbursement will be transferred from the General, Highway, Water and Sewer funds to the Trust Fund at the beginning of the year.

Section 23.6 ~ Eligible full-time employees who do not participate in the Plan may apply for an annual compensatory payment of \$600.00 in 2004, and \$800.00 in 2005. Application by voucher will be made to the Supervisor's Office for approval and processing. Payment will be made during the first quarter of the year.

Section 23.7 ~ New employees shall pay ten (10%) percent of the annual health insurance premium together with any portion of health insurance premium increase that exceeds five (5%) percent per year.

ARTICLE 24 - RETIREMENT

Section 24.1 ~ Membership in the New York State Retirement System is mandatory for all full-time employees. Membership is permissive for all others who are employed.

Section 24.2 ~ The Town will pay full retirement for employees (Tiers I and II) who have joined the System on or before July 30, 1976. Employees joining the System after July 30, 1976 (Tiers III and IV), must contribute three percent (3%) of all wages as required by the New York State Retirement System.

Section 24.3 ~ The State of New York Deferred Compensation Plan is available to Town employees. Application may be made through the Supervisor's Office and all contributions will be made through payroll deduction. Payroll deductions will be based on a percentage of salary as opposed to a flat dollar amount.

ARTICLE 25 - BEREAVEMENT LEAVE

Section 25.1 ~ A leave of absence with pay shall be granted to an employee who is necessarily absent from duty because of the death of an immediate member of his/her family. The immediate family of any employee shall include siblings, spouse, children or step-children, grandfather, grandmother, father, mother or person occupying the position of a parent of the employee or his spouse. Duration of leave shall not exceed three (3) days.

ARTICLE 26 - JURY DUTY

Section 26.1 ~ Employees called to jury duty will continue to be paid their regular pay while serving during the normal work day. Any stipend which they receive for serving on the jury shall be paid over to the Town when received.

ARTICLE 27 - SAFETY, EQUIPMENT & EDUCATION

Section 27.1 ~ The Town provides personal protective safety equipment (PPE) for employees of the Highway, Water and Sewer Departments. Personal protective safety equipment will be worn in accordance with the Town of Cambria Safety Procedures Manual.

Employees shall wear appropriate personal protective safety equipment at all times. The Highway Superintendent and the Water/Sewer Superintendent shall be responsible for ensuring compliance by the employees of their respective departments. Violation of safety rules including failure to wear properly all protective safety equipment may result in disciplinary action, which may result in suspension or termination of employment.

Section 27.2 ~ Reimbursement up to \$150.00 annually will be made toward the purchase of Safety Shoes. Payment will be made upon submittal of a voucher with supporting receipt to the Supervisor's Office.

Section 27.2 (a) ~ Safety Glasses

Reimbursement when applicable: Employer will provide reimbursement for prescription and or non-prescription safety glasses when applicable.

Section 27.3 ~ Uniforms:

Uniforms will be provided for designated employees in the Highway, Water and Sewer Departments. Uniforms provided by the Town shall be worn at all times during scheduled or emergency work hours.

Section 27.4 ~ Education:

The Town will bear the cost of conferences or training sessions which it requires an employee to attend or which an employee attends on the Town's request, together with reasonable expenses incurred by the employee in connection with attending any such conference or training session. The Town will also reimburse any employee who carries a special certification, and or license when such license is a requirement in his / her daily duties. The Town will reimburse for any renewals for such licenses. (Example: Vehicle Inspection License).

ARTICLE 28 - HOURS OF WORK & OVERTIME

Section 28.1 ~ Employment Year: The employment year for which vacation allowances, time credits and time deductions are calculated shall be the fiscal year. The fiscal year for the Town is the calendar year.

Section 28.2 ~ Paydays: Employees and elected officials are paid by-weekly, monthly or annually. Payment will be made three (3) working days after the close of the pay period.

Section 28.3 ~ Eight (8) hours shall constitute a day's work; forty (40) hours shall constitute a weeks' work; Monday through Friday.

Section 28.4 ~ Normal workday shall consist of eight (8) hours with one half (1/2) hour for lunch. The starting times shall be set by the appropriate department supervisor except that starting times shall not be changed from day to day.

Section 28.5 ~ Overtime: One and one half (1 1/2) of employees' regularly hourly wage shall be paid for all authorized time worked over eight (8) hours per day or forty (40) hours per week. Hours paid will be considered hours worked for purposes of calculating overtime. There shall be no pyramiding of overtime or other premium time. Overtime will be paid bi-weekly.

Section 28.6 ~ Overtime opportunities will be offered to qualified individuals who possess the necessary skills on rotating basis. In the event an employee called for overtime cannot be reached or refuses the work, he shall be charged with having worked the available overtime and the employer shall contact the next qualified individual on the list.

Section 28.6 (a) ~ Call In Pay:

Any employee called into work or outside his regular shift shall be paid a minimum of three (3) hours pay no more than twice during a twenty-four (24) hour period. If more than three (3) hours are actually worked, the employee shall receive pay for time actually worked.

Example: If an employee is called in at 8:00 p.m., works one (1) hour and is released, and is again called in at 10:00 p.m., and works one (1) hour and is released, he shall be paid three (3) hours for the first call and one (1) hour for the second call.

Section 28.7 ~ The Highway Superintendent may add, at his discretion, a second shift (3:00 p.m. to 11:30 p.m.) or a third shift (11:00 p.m. to 7:30 a.m.) or either or both of them as he deems necessary and appropriate to meet the work requirements of the Highway Department.

Section 28.8 ~ There shall be a shift differential paid to employees assigned to the second (afternoon) shift of \$.25 per hour and a shift differential paid to employees assigned to the third (night) shift of \$.50 per hour.

ARTICLE 29 - WAGES AND UNION DUES

Section 29.1 ~ Salaries: Hourly rates, flat salaries and salary ranges and grades are established by the Town Board.

Highway Department Full - Time Mechanic

2003 - \$16.90 per hour ** 1st year increase shall be retroactive to January 1, 2003

2004 - \$17.55 per hour

2005 - \$18.20 per hour

Highway Department Full - Time Motor Equipment Operator (MEO)

2003 - \$16.90 per hour ** 1st year increase shall be retroactive to January 1, 2003

2004 - \$17.55 per hour

2005 - \$18.20 per hour

Water-Sewer Department Full-Time Maintenance/Sewer

2003 - \$16.90 per hour ** 1st year increase shall be retroactive to January 1, 2003

2004 - \$17.55 per hour

2005 - \$18.20 per hour

Water-Sewer Department Full-Time Maintenance/Water

2003 - \$16.90 per hour ** 1st year increase shall be retroactive to January 1, 2003

2004 - \$17.55 per hour

2005 - \$18.20 per hour

**1st year increase shall be retroactive to January 1, 2003 and will include all overtime and holiday pay.

2003 - \$.80 to all classifications - included in the above wages

2004 - \$.65 to all classifications - included in the above wages

2005 - \$.65 to all classifications - included in the above wages

Section 29.2 ~ Foreman Stipend – The Town will pay an annual stipend to the positions of Motor Equipment Operator / Foreman and Water Maintenance Person / Foreman in the amount of One Thousand Dollars (\$1,000.00) each.

ARTICLE 30 – SEPARABILITY

Section 30.1 ~ This Bargaining Agreement and all provisions herein are subject to all applicable laws and in the event any provisions of this Agreement is held to violate such laws said provision shall not bind either of the parties but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 31 - DURATION & TERMINATION

Section 31.1 ~ This Agreement shall be effective as of January 1, 2003 and shall continue in full force and effect until December 31, 2005.

This Agreement shall be binding upon the Town and its successors and assignees, lessees, or transferees of the Town or any other parties to contact with the Town, which successors, assignees, lessees, transferees or parties provide similar to those provided by the members of the bargaining unit represented by the Union.

If either party desires to terminate or modify this Agreement it shall, on one hundred eighty (180) days prior to the termination date, given written notice of such desire by certified mail to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 1ST day of JAN, 2003.

For the Union:

Clyde J. Johnston Jr.
Clyde J. Johnston Jr. - Business Manager

For the Town of Cambria:

Wright Ellis
Wright Ellis - Town of Cambria - Supervisor