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Contract Database Metadata Elements

Title: **Evans, Town of and Town of Evans Employees Unit, International Brotherhood of Electrical Workers (IBEW) Local 41 (2003)**

Employer Name: **Evans, Town of**

Union: **Town of Evans Employees Unit, International Brotherhood of Electrical Workers (IBEW)**

Local: **41**

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5-6/29/04

WC

7348

Acting
Dept.

AGREEMENT
BETWEEN
TOWN OF EVANS

and

LOCAL 41

of the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS

RECEIVED

JUN 07 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

January 1, 2003 - December 31, 2006

THIS AGREEMENT, made this _____ day of _____,

by and between the Supervisor of the Town of Evans on behalf of the Town of Evans (hereinafter referred to as the Town,) and the Town of Evans Employee Unit, Local 41 (hereinafter referred to as the Union.)

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

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

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I

RECOGNITION

1.01 The Town of Evans recognizes Local 41 of the International Brotherhood of Electrical Workers, as the "exclusive" bargaining agent for all regular, full time employees, in the job titles listed in Appendix A, employed by the Town of Evans on an hourly or annual salary, excluding Comptroller, Financial Director, Water Superintendent, and those employees hired as seasonal, temporary, provisional or part time; those employees holding positions by appointment or recognized as managerial or confidential.

1.02 **Definitions** - Except as otherwise stated in this Agreement, wherever used herein, the following terms shall have the respective meanings:

- a. The term "The Town"; the term "Employer" and the term "Management" each mean the Town of Evans, New York.
- b. The term "the Board" means the Town Board of the Town of Evans, New York.
- c. The term "Union" shall mean Local 41 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union."
- d. The term "supervisor" means the elected Supervisor of the Town of Evans.
- e. "Employee" means a person in a position included in the Unit described under the recognition clause of this Agreement.
- f. The term "Amendment" means a change in the provisions of this Agreement made during its terms by mutual consent of the Parties.
- g. The term "Fiscal Year" means the period of time which begins at 12:01 a.m. on January 1st of each year and ends at midnight on the next following December 31st.
- h. The term "Regular Full-Time Employee" for the purpose of this Agreement means an employee who is regularly scheduled to work at least forty (40) hours per week and has completed the probationary period and thereafter serves on a continuous basis without interruption in employment.

- i. The term "Salaried Employee" means a regular full time employee as stated under "h" above and working on as needed basis of a work schedule in accordance with the work assignments by the Town and who is paid on the basis of an annual salary.
- j. "Regular Part Time Employee" for the purpose of this Agreement means an employee who is regularly scheduled to work a regular schedule of less than the hours per week required of a regular full time employee.
- k. The term "Part Time Employee" means an employee who is scheduled to work on an "as needed" basis in place of a regular full time employee or a regular part time basis but not considered as continuous.
- l. The term "Substitute Employee" means an employee hired to replace an incumbent employee who is on leave of absence, on vacation, or is otherwise unavailable for the performance of his duties.
- m. The term "Temporary Employee" means an employee hired to fill a position which itself will exist only on a temporary basis by reason of the source of its funding or other reasons. (i.e., seasonal employment.)
- n. The term "Classification of Employee" means a specific job title assigned to a position of employment within the Town.
- o. The term "Execution Date" means the date identified as such under the heading "subscription" of this Agreement or, if the Parties both sign this Agreement, or if the Parties sign on different dates, then the latest date on which a party signs.
- p. The term "Effective Date" shall apply to each provision of this Agreement as of the signing date by both parties of this Agreement. The terms of this Agreement begins and goes out of effect on the signing date and the termination date of this Agreement unless the provision in question expressly states a different and ending date in which case such different date shall apply.
- q. A word in the masculine gender applies also in the feminine gender.

1.03 Departments and Classifications Comprising the Unit.

<u>Department</u>	<u>Classification</u>
Accounting	Accountant Senior Account Clerk Clerk
Assessment	Assessor Senior Clerk
Control of Dogs	Dog Control Officer
Highway	Deputy Superintendent of Highway Senior Clerk
Justice	Clerk to Town Justice
Police	Clerk Typist
Recreation and Parks	Automotive Mechanic Parks Crew Chief Parks Assistant Working Crew Chief Director of Recreation II Re. Spec./Senior Center Recreation Attendant Laborer A, B, C, D Senior Clerk Maintenance Worker Maintenance Worker I
Safety Inspection	Supervising Building Inspector Asst. Building Inspector Building & Zoning Clerk
Tax	Deputy Receiver of Taxes
Town Clerk	Deputy Town Clerk
Water	Water Crew Chief Water District Clerk
Planning	Principal Clerk

1.04 Part Time, Per Diem, Hourly, Temporary, Seasonal Employees.

The provisions of this Agreement authorizing the earnings and receiving of benefits shall not apply to part time, (per diem or hourly) employees whose employment is temporary and designated as Summer Employees.

1.05 No Right to Strike Clause. - The Union affirms that it does not and will not assert the right to strike or to engage in other converted stoppage of work or slow down by its members against the Town, nor to assist or participate in any such strike, or other acts as herein defined.

In the event that the Union or any of its members should violate any of the provisions of this Section, the Union or its said members shall be subject to all penalties imposed by law.

1.06 Dues Check-off - Upon written authorizations from an employee, on a form provided by the Union, the town will deduct from the salary of such employee, from each pay period of each month, membership dues as the Union may specify and the Town will transmit said sums promptly to the Union within thirty (30) days after deduction has been made.

1.07 Save Harmless Clause - The Union hereby agrees to hold the employer harmless for any and all damages it may sustain as a result of deductions provided in this Article.

ARTICLE II

MANAGEMENT RIGHTS

2.01 The Union recognizes that the Town of Evans has the obligation of serving the Public with high quality, efficient and economical services. Accordingly, the Union recognizes and agrees that the management of the Town of Evans, the direction of its working force, and the exercise of all the customary functions of management, whether or not exercised by the Town of Evans prior to the execution of this Agreement, shall be in the sole discretion and responsibilities of the Town of Evans and such rights, duties and responsibilities shall remain as an exclusive right of Management, except where such rights are contradicted or abridged by specific terms of this Agreement. The Union recognizes the residual doctrine giving Management the concerning rights and powers on which this Agreement is silent.

It is further recognized by the Union that all of the authority, right and responsibility possessed by the Board are retained by it, including, but not limited to, the right to determine the facilities, methods, means, and number of personnel required to conduct the Board Programs; the right to establish rules and regulations for employees to conform to; to administer the examination, selection, recruitment, hiring, appraisal, training, retention, promotions, assignment or transfer of employees, pursuant to the law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate and reallocate new or existing employees in accordance with the law and provisions of this Agreement. The control and regulation of the use of all equipment and properties are the exclusive function of the Board.

The Board has retained the right to schedule and/or reschedule an employee as to the hours of work; as to the need of the Board and as to its financial responsibilities. This Agreement shall in no way infringe upon the rights of the Town to make adjustments in the day to day operation of the different Departments of Government and the decision of such adjustments shall not be considered as a violation of any Article, Section or Subsection of this Agreement.

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

2.03 It is agreed by and between the parties hereto 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.

2.04 The Town will notify the Union of the reasons why it is contemplating subcontracting bargaining unit work, except in cases of emergency. Upon request of the Union, it will discuss such reasons and will consider the suggested alternatives proposed by the Union. The decision and impact of subcontracting unit work shall be made by the Town.

2.05 The Town shall comply with the provisions of the Civil Service Law with respect to any changes in the current job descriptions or job classifications of what have been recognized as unit duties.

ARTICLE III

GRIEVANCE PROCEDURE

3.01 Any grievance or dispute which may arise between the parties, as to the meaning or interpretation of this Agreement, shall be settled in the following manner.

SUBMISSION OF GRIEVANCE

STEP 1 Before the submission of a written grievance, the aggrieved party must try to resolve it orally and informally with his immediate Supervisor or Department Head within ten (10) days of its occurrence; or his knowledge of the existence for the need of a grievance.

STEP 2 If a satisfactory settlement or disposition is not made within ten (10) days after the oral submission of the grievance, the employee and/or the Union may submit the grievance, in writing, to the Town Supervisor who shall answer the same within ten (10) days.

STEP 3 If a satisfactory settlement or disposition is not made within ten (10) days from the date of the written submission of the grievance, the employee and/or the Union may, within ten (10) days thereafter, submit the grievance with the answer of the said Town Supervisor, with any reply thereto, to the Town Board. The Town Board shall schedule a meeting to be held not later than two (2) weeks after the date of the receipt of the grievance and any accompanying papers. The Town Board shall, within ten (10) days thereafter, set forth in writing, its answer to the grievance.

STEP 4 If the employee and/or the Union are not satisfied with the Town Board's answer they may, within ten (10) days after receipt of the answer, request that the matter be submitted to an impartial arbitrator to be selected from a panel of at least five (5) arbitrators to be selected from a panel of at least five (5) arbitrators mutually agreed upon by both parties and requested from the Federal Mediation and Conciliation Service. Each party has the right to reject one list in its entirety. If neither party rejects a list in its entirety, then by a coin flip, each party will alternately

cross off an arbitrator until one name remains. The remaining name shall be the mutually selected arbitrator.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. The Arbitrator's authority shall be limited to deciding only whether a specific Article and Section of this Agreement has been violated, including discipline.

Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and the Union.

3.02 Each grievance shall be in writing on an approved grievance form. The approved form shall:

1. Identify the grievance.
2. The provisions of this agreement shall be identified as to which are involved in the grievance.
3. Time and place and, if known, the identity of the person responsible for causing such events or conditions sought by the grievance.
4. Reference to days shall mean working days.

ARTICLE IV

DISCIPLINE AND DISCHARGE

4.01 The Town has the express right to establish Rules, Regulations and Procedures for its employees to follow, however, shall not be inconsistent with the terms of this Agreement. Such Rules, Regulations and Procedures may be amended from time to time at the complete discretion of the Town. The Town shall notify the Union of any changes prior to the effective date.

4.02 In the event the Town determines to discipline an employee for misconduct and/or incompetence, the following disciplinary procedure shall apply to all bargaining unit employees as provided herein in lieu of all rights and procedures specified in Civil Service Law Section 75 and

Section 76. Resort to Civil Service Law Section 75 and Section 76 shall be foreclosed unless otherwise agreed to in writing by the parties to this Agreement.

1. The employee shall be notified in writing of the discipline to be issued. This may amount to a reprimand, suspension, fine, restitution or discharge depending upon the seriousness of the offense. A copy of such disciplinary notice shall be given to a representative of the Union.

2. The employee shall have the right to file a grievance under Article III of this Agreement questioning just cause. Such grievance must be presented at Step 2 of the grievance procedure, within ten (10) calendar days from the date the employee received written notice of the discipline to be issued, or the grievance shall be null and void.

3. During an employee's probationary period, Section 5.2 on employee's discipline shall not be subject to Article III, Section 3.01, Step 4.

4.03 Nothing shall be placed in an employee file unless he is provided a copy of the same.11

4.04 It is agreed between the parties, that the employees holding the following classifications may be terminated from employment by their respective elected department heads, with the Town of Evans and such employees would not have recourse to Article IV of this Agreement or Section 75 of the New York State Civil Service Law: Deputy Receiver of Taxes, Deputy Town Clerk and Deputy Superintendent of Highway.

ARTICLE V

SENIORITY

5.01 Seniority will be based upon uninterrupted full-time service with the Town and shall be broken if any employee leaves active service, for any period of time, except authorized sick leave, military leave or authorized unpaid leave of absence.

When more than one employee is appointed on the same date, the position on the Civil Service list will govern.

A current and up to date Seniority List of all employees in the Union, by standing, will be made available for examination by all employees on the first date of each year.

5.02 Probationary periods will be determined by Civil Service Law. Probationary time means six (6) months, unless otherwise prohibited by law.

5.03 An employee's benefits provided within this Agreement shall be effective the first of the month following completion of their probationary period. During an employee's probationary period they may purchase health insurance through the Town at the employee's own expense.

5.04 Reduction of Strength - If an when there is an increase in the number of employees, after lay off, recall shall be in accordance with Civil Service Laws and the Seniority provisions of this Agreement, unless the seniority provisions are precluded by Civil Service Law.

A notice of recall must be sent to the employee, on layoff, by registered or certified mail or by telegram, addressed to the employee, at the most recent address on the Town's records. It is the responsibility of the employee to advise the Town, in writing, of all changes in address.

ARTICLE VI

WORKING CONDITIONS AND FRINGES

6.01 Work Day and Work Week - A normal work week shall consist of forty (40) hours, including recognized meal periods. A normal work day, for employees, shall consist of eight (8) consecutive hours, including established meal periods.

6.02 Compensation - A regular, full time employee will receive a wage as indicated in the attached Appendix A for the years 2003, 2004, 2005 and 2006.

6.03 Longevity Pay - Each employee will be paid the following noncommissioned longevity pay each year. Payment shall be made in the year following the completion of the year of service (Anniversary date). An employee must have been in full employment in any given year and have worked the full work year in order to be entitled to the longevity payment.

<u>Service</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Upon completion of 5 years service	\$525	\$575	\$625	\$675
Upon completion of 10 years service	\$625	\$675	\$725	\$775
Upon completion of 15 years service	\$725	\$775	\$825	\$875
Upon completion of 20 years service	\$825	\$875	\$925	\$975
Upon completion of 25 years service	\$925	\$975	\$1,025	\$1,075

6.04 Overtime - Overtime pay shall be paid for all hours worked beyond a regularly scheduled forty (40) hour work week, as authorized by the Department Head and/or the Town Supervisor. All overtime work shall be paid for at the rate of time and one half (1.5). Vacations, Holidays and Personal Leave shall be considered hours worked when computing overtime.

6.05 The Union and the Town recognizes there are employees who may not work a normal work day or work week. Department Heads, Supervisors or employees appointed to positions of responsibilities not confined to set hours or time periods may be assigned special work schedules which will have flexible work hours corresponding to the duties and responsibilities of the position. The assignment of such special work schedules shall be the responsibility of the Town of Evans.

6.06 Meal Period - Shall receive a paid lunch period daily as provided in Appendix A.

6.07 Rest Break - All employees shall receive a ten (10) minute paid rest period during their shift. This rest period shall be scheduled for individual employees so as not to interrupt continuous service within each department.

6.08 Split Shifts - Regular, full time employees will not normally be scheduled to work split shifts except where the requirements of the job is such that it is best served by such scheduling.

The scheduling of such assignments and/or split shifts is within the prerogatives of the Town Supervisor or Department Head.

6.09 All employees in the bargaining unit are required and expected to be available for call-in and/or overtime duty. It is the responsibility of each such employee to accept such call-in and/or overtime duty unless excused from such service by proper authorization of the Town Supervisor or Department Head. When the Water Department Crew Chief is called in after the completion of his regularly scheduled work day, or any day he is not scheduled to work, he shall receive a minimum of two (2) hours; at the overtime rate.

6.10 The Town will not be restricted from employing part time or seasonal/temporary employees to aid or assist with the work required to be done by the Town of Evans as the need arises.

6.11(a) Vacations - A regular, full time employee shall receive the following vacation, based upon the employee's years of continuous service:

Upon completion of 1 year	2 weeks
Upon completion of 5 years	3 weeks
Upon completion of 10 years	4 weeks
Upon completion of 16 years	4 weeks, 1 day
Upon completion of 17 years	4 weeks, 2 days
Upon completion of 18 years	4 weeks, 3 days
Upon completion of 19 years	4 weeks, 4 days
Upon completion of 20 years	5 weeks
Upon completion of 21 years	5 weeks, 1 day
Upon completion of 22 years	5 weeks, 2 days
Upon completion of 23 years	5 weeks, 3 days

Upon completion of 24 years 5 weeks, 4 days

Upon completion of 25 years 6 weeks

6.11(b) All vacations shall be earned and available to the employee's as of the first of the year. For example, an employee with a June 12 anniversary date will have that vacation earned and available for himself as of the first of the year, rather than having to wait until June 12th. With all vacation being available to all employees as of the first of the year, they will then have from the first of the year until December 31 of the same year, to use their vacations.

6.11(c) Employees hired after January 1, 2003, will receive one week of vacation on his/her anniversary date to be used by December 31st of the year of their first anniversary date. Thereafter the employee will receive vacation based on the vacation schedule Article 6.11.1.

6.11(d) For the calendar year 2003 only, at any time during the year, any employee can sell back to the Town any or all whole (8 hours) vacation days in his "available balance."

6.12 In the event that any holiday falls within an employee's vacation, the employee shall designate another day within the calendar year to be treated as a vacation day. An employee may elect to receive pay in lieu of receiving the additional vacation day. Subject to approval of Town Supervisor.

6.13 An employee scheduled on vacation shall be paid in advance of such vacation providing proper notification is made at least twenty (20) days prior to the vacation period.

6.14 A vacation week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by the employee during a regularly scheduled work week. A vacation day shall mean a period of time equal to eight (8) hours or the normal number of hours worked by the employee during a regularly scheduled work day.

6.15 The Department Head shall have the right to schedule vacations on the basis of the needs of the Town prior to giving consideration to seniority and preference. The number of employees to be on vacation at any particular time during the calendar year will be determined by the Department Head.

1. A vacation schedule shall be posted by March 31 of each year.
2. Employees may select the vacations by seniority.

6.16 The Town shall provide the Dog Control Officer and the Building Inspectors shirts, pants, hat and jacket or replacement of same at a cost not to exceed per year:

<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
\$250	\$250	\$250	\$250

The Town shall reimburse any employee required to wear OSHA approved safety shoes/protective clothing to a maximum of one-hundred fifty dollars (\$150.00) per year, upon submitting receipt to his/her department head.

ARTICLE VII

HOLIDAYS

7.01 A regular full-time employee shall be given holiday for the following:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Labor Day	July 4 th
Columbus Day	
General Election Day	

7.02 For employees in the Highway Department, if any of these holidays should fall on a Saturday or Sunday, the following Monday shall be observed as such holiday. For all other employees, in the event that any of these holidays should fall on a Saturday, it shall be observed on the preceding Friday. In the event that any of these holidays should fall on Sunday, it shall be observed on the following Monday.

7.03 An employee must work the day before and the day after the holiday in order to receive holiday pay. Vacations and Personal Leave Days shall be considered hours worked for the purpose of receiving Holiday Pay.

ARTICLE VIII

SICK BENEFITS

8.01 A regular, full time employee shall earn sick leave days at the rate of one-half (1/2) day per pay period. An employee may accumulate an additional one-quarter (1/4) day per month, provided there was no lost time from work for sickness or injury during that calendar month.

8.02 Sick leave is cumulative, and if not used shall accumulate to the credit of the employee up to a maximum of one-hundred seventy-five (175) days. Employees who have accumulated more than one-hundred seventy-five (175) days shall receive: 2003 – 90%; 2004 – 90%; 2005 – 95%; 2006 – 100% their rate of pay for all unused sick day leave days, not used, paid in the first (1st) pay in December of that year.

8.03 Sick leave is absence with pay necessitated by the illness or other physical disability of the employee. An employee absent on sick leave shall notify his Department Head of such absence and the reason, therefore, on the first day of such absence prior to the beginning of his work day.

8.04 Before absence for personal illness may be charged against accumulated sick leave credits, the Department Head may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the Town of Evans, by a Physician designated by

the Town of Evans. In the event of failure to submit proof of illness upon request, or in the event that upon such proof as is submitted or upon the report of medical examination the Town finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his duties, such absence may be considered as an unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be cause for disciplinary action. Any employee known to, as Town records indicate, to be abusing his sick leave, shall be required to bring a Doctor's certificate verifying such illness for the first day of absence.

8.05 No employee shall be required to produce a physician's note unless he has received a previous written notice from the Town, except in cases where an employee is returning from sick leave of absence.

8.06 Any employee who ceases employment with the Town shall receive:

50 - 99 unused sick days	- \$1,850
100 - 149 unused sick days	- \$3,700
150 - 175 unused sick days	- \$5,550

The above amount may be applied to the employee's medical payments, or taken as a lump sum payment.

ARTICLE IX

PERSONAL LEAVE DAYS

9.01 Subject to scheduling and the approval of the Department Head and/or Town Supervisor, each employee shall be allowed three (3) personal days without loss of pay. In the event that an employee does not use his/her personal leave days, such days shall be added to the employee's cumulative sick leave in the next year.

9.02 Personal leave (personal business) shall be deemed to be business of such a nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours.

9.03 Written reason for personal days shall be made to the Town Supervisor or his designee at least three (3) days prior to the day of leave except in a case of emergency. Approval for personal leave request may be disapproved by the Department Head and Town Supervisor when the number of personal leave requests, falling on any one day, endangers the proper function of the Department.

ARTICLE X

LEAVE OF ABSENCE WITHOUT PAY

10.01 A regular, full time employee may, in the discretion of the Town Board, be granted a leave of absence from his/her position without pay or benefits and seniority as provided in this Agreement, for a period not exceeding two (2) years.

Such leave may be extended beyond two years, for periods aggregated not in excess of an additional two (2) years, only with the approval of the Civil Service Commission. In an exceptional case, a further extension may be permitted by the Civil Service Commission for good cause shown and where the interests of the Town of Evans would be served.

10.02 Leave because of extended illness; when an employee has exhausted all of his/her sick leave credits and is still incapacitated and unable to perform the duties of his/her position, the Town Board may grant leave of absence without pay or benefits and seniority provided in this Agreement, for a period not to exceed one (1) year. Such leave is at the discretion of the Town Board.

ARTICLE XI

DEATH IN THE FAMILY

11.01 All regular, full time employees shall be authorized up to a maximum of five (5) consecutive days of leave with pay for absence in the case of a death in their immediate family, which requires the employee to lose actual days of work. Immediate family shall be defined as: spouse, child, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law. For employees who are full time, but not yet regular employees, this Article will apply to the death of spouse, child, mother or father only.

11.02 Each regular, full time employee shall be granted a leave without loss of pay not to exceed two (2) consecutive scheduled working days because of the death of a grandparent, grandparent-in-law, grandchild, brother, brother-in-law, sister, or sister-in-law.

Subject to the prior approval of the Department Head and Town Supervisor, an employee may be authorized to take not more than one (1) scheduled working day off to attend the funeral of a relative, other than a relative listed in the previous two paragraphs and be paid at his regular rate of pay for such time off. For purposes of this paragraph, the term "relative" shall mean one of the following: aunt, uncle, niece, nephew, or first cousin of either the employee or his spouse.

11.03 Such leave for a death in the family is intended to permit the employee time off for the purpose of handling necessary arrangements and attending the funeral.

11.04 The employee will be requested to furnish proof of the expiration of family member (i.e., newspaper clipping, etc.)

11.05 The leave shall terminate no later than the day of the funeral. If the funeral is not attended by the employee, no such leave shall be authorized.

ARTICLE XII

JURY DUTY

12.01 Any regular, full time employee who has been called to jury duty shall be compensated by the Town of Evans the amount of money necessary to equal the difference between the employee's regular pay and the compensation such employee received for Jury Duty.

A regular, full time employee excused from Jury Duty Service on any day while serving on Jury Duty shall report for work (this shall include an early dismissal.) The employee will present proof of service by a Jury Duty Notice of Summons and the amount of pay received for such service. The above Jury Duty service shall not include Grand Jury Service where extended long service is required over and above the normal time on a Regular Duty Service.

12.02 When an employee receives notice that he is to report for Jury Duty he shall notify his Department Head immediately. An employee may be requested by the Town to make every reasonable effort to obtain a postponement for the operation of the Department (i.e., winter months, emergency requiring the employee's presence.)

An employee on Jury Duty shall continue to receive credit for benefits such as vacations, sick leave, etc., but such time shall not be considered as actual time worked when considering overtime pay, etc. An employee who is summoned for Jury Duty shall be excused from work only on those days on which he reports for actual Jury Duty and shall be expected, when feasible, to perform the duties of his position of employment. The above terms shall not apply to an employee who volunteers to serve on a jury.

ARTICLE XIII

HOSPITALIZATION AND HEALTH INSURANCE

13.01 (a) Base Plan – The Town of Evans will provide either single or family (as needed) Community Blue I Plan with Drug Card \$5.00 co-pay with contraceptive with CL Dep/Student ages 19/25. The Town shall have the option of providing two (2) single health insurance policies instead of a family plan for married employees who have no dependent children. In the event a family plan is needed, due to dependents, the change from single to family will be done as soon as possible. The Town reserves the right to change health insurance companies after agreement with the Union if the plans are equivalent or better in coverage.

(b) Town Contribution Toward Premium Costs –

(1) For employees hired on or prior to December 31, 1985, the Town shall provide the base CBI plan at no cost to the employee.

(2) For employees hired after December 31, 1985, but before January 1, 1999, the Town shall pay 90% of the cost of the base plan, either single or family coverage (as needed), for the first fifteen (15) years of service. After the completion of fifteen (15) years of service with the Town, the Town will pay 100% of the cost of the CBI base plan.

(3) For employees hired on or after January 1, 1999, the employee contribution towards the premium cost of the CBI base plan are as follows:

(a) Up to, through five (5) years of service with the Town – employees pay 25% of the CBI base plan premium per year.

(b) 6th year through 10th year of service with the Town – employees pay 20% of the CBI base plan premium per year.

(c) 11th year through 15th year of service with the Town – employees pay 15% of the CBI base plan premium per year.

(d) After the completion of 15 years of service with the Town – the Town pays 100% of the CBI base plan premium per year.

(4) For employees hired on or after January 1, 2003, the employee contribution toward the premium cost of the health plan in effect are as follows:

Up to 5 yrs. - 35%

6 – 10 yrs. - 30%

11 – 15 yrs. - 25%

After 15 yrs. - 0

Town pays 100% of the CBI base plan premium per year.

(c) Alternate Coverage

(1) An employee shall have the option of selecting one of the following alternate coverages at not additional cost to the Town above its share of the premium cost of the CBI base plan:

(a) Blue Cross/blue Shield Traditional 60/61 plan with BC Hospital 42-43 Medical Surgical (Select) 60 – 61, BCMM-7 unlimited with a \$100 deductible and Rider 21 Psychiatric, Rider 31 Chiropractic, 45 Cosmetic Surgery and 48 Out of Area Coverage. The Drug Rider will be a \$5.00 co-pay.

(b) Health Care Plan (Details to be added).

(c) Labor Health (Details to be added).

(2) If the employee chooses either the Traditional, Health Care Plan, or Labor Health option, the employee will be responsible for the difference in the cost of the CBI base plan and the alternate plan. The cost will be paid by payroll deduction,

(c) 11th year through 15th year of service with the Town – employees pay 15% of the CBI base plan premium per year.

(d) After the completion of 15 years of service with the Town – the

(4) For employees hired on or after January 1, 2003, the employee contribution toward the premium cost of the health plan in effect are as follows:

Up to 5 yrs. - 35%

6 – 10 yrs. - 30%

11 – 15 yrs. - 25%

After 15 yrs. - 0

Town pays 100% of the CBI base plan premium per year.

(c) Alternate Coverage

(1) An employee shall have the option of selecting one of the following alternate coverages at not additional cost to the Town above its share of the premium cost of the CBI base plan:

(a) Blue Cross/blue Shield Traditional 60/61 plan with BC Hospital 42-43 Medical Surgical (Select) 60 – 61, BCMM-7 unlimited with a \$100 deductible and Rider 21 Psychiatric, Rider 31 Chiropractic, 45 Cosmetic Surgery and 48 Out of Area Coverage. The Drug Rider will be a \$5.00 co-pay.

(b) Health Care Plan (Details to be added).

(c) Labor Health (Details to be added).

(2) If the employee chooses either the Traditional, Health Care Plan, or Labor Health option, the employee will be responsible for the difference in the cost of the CBI base plan and the alternate plan. The cost will be paid by payroll deduction,

once monthly, if authorized. In no event shall the Town's cost exceed its share of the premium cost of the CBI base plan.

If an employee is covered by another health insurance plan other than the Town of Evans plan, then that employee shall not be covered under the Town's plan. If, at some later date, it is proven that the employee is no longer covered by the another health insurance plan, then that employee shall be eligible for coverage under the Town's plan, all other eligibility requirements being met.

An employee or his/her spouse shall not be eligible for double health insurance coverage under the Town's plan or a health plan under another employer.

13.02 The Town will provide to each individual employee eligible for hospitalization coverage, a single or family dental coverage at no cost to the employee. The dental carrier shall set the guidelines and the availability of such a plan.

13.03 Employees sixty-five (65) years of age or older shall utilize coverage under Medicare in conjunction with any Health plan in effect at the time.

13.04 If an employee so chooses, they, "upon waiver of their health insurance" will receive annually a sum equal to 50% of their annual health insurance premium or \$1,350 for 2003, \$1,400 for 2004, \$1,450 for 2005 and \$1,500 for 2006, whichever is lower. The employee must sign a waiver by January 1st of each year. Any employee never covered by the Town's health plan shall receive \$200.00 per year.

13.05 The Town will provide a \$20,000 life insurance policy insuring each employee at no cost to the employee.

13.06 The parties agree that a change in health insurance carriers may be made with the mutual consent of the parties. The parties agree to jointly review the health coverage yearly during the term of this agreement.

ARTICLE XIV

RETIREMENT

14.01 For those employees now covered by the State Retirement Plan, the Town of Evans will continue the present Retirement Plan. Such plan shall be the 75C Retirement Plan with the 60B Rider.

14.02 For any employee retiring with thirty (30) or more years service with the Town of Evans, the town shall pay ninety percent (90%) of the health insurance premium paid yearly; for twenty-seven and one-half (27.5) years, eighty percent (80%) and for twenty-five (25) years, seventy percent (70%). The coverage provided shall be the same level (single or family) as the retiree had on the day prior to retirement. The retiree shall also have the same rights to insurance buy-back as an active employee.

14.03 For employees hired on or after January 1, 2003, upon retirement, will have the Town pay for health insurance premium at:

80% with 30 yrs. or more

65% with 27.5 yrs. or more

50% with 25 yrs.

For the number of years as determined by the schedule below based on accumulated sick day balances:

<u>Sick Day Balances</u>	<u># Years Paid</u>
40 – 59	1
60 – 79	2
80 – 99	3

100 – 119	4
120 – 139	6
140 – 159	8
160 – 175	Remaining years + supplemental for life

ARTICLE XV

TUITION

15.01 The Town will pay the full cost of all tuition, books and other school fees for all employees, authorized by the Town, who attend school or seminars relating to Town activities upon completion of the course.

ARTICLE XVI

BULLETIN BOARD

16.01 The Town will provide one bulletin board at the Town Hall, which will be used exclusively for Local 41 notices. No notice shall be posted containing material defamatory or political (except notices regarding Union elections) nature.

ARTICLE XVII

SAVINGS CLAUSE

17.01 If a section sub-section, sentence, clause, phrase or any portion of this Agreement is, for any reason, held to be invalid or unconstitutional by any Court of Competent Jurisdiction, such provision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

ARTICLE XVIII

18.01 This Agreement may not be modified in whole or part except by an instrument, in writing, executed by both parties. No departure from any provisions of this Agreement by either party, or their officers, agents, representatives, or members shall be construed to constitute a continuing waiver or the right to enforce any provisions.

ARTICLE XIX

TERM OF THE AGREEMENT

The terms of this Agreement shall be effective upon the signing by the parties and shall expire on the 31st day of December, 2006.

If either party desires to negotiate a successor to this Agreement, that party shall so notify the other party, in writing, no later than September 1st of the final year of this Agreement. The notice shall be accompanied by the party's proposals. The first negotiating meeting shall take place no later than October 1st of the final year of this Agreement.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seal this 7th day of March, 2004.

TOWN OF EVANS

BY: Robert G. Catalin II
Supervisor

LOCAL 41 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY: James Conway
Business Manager

APPENDIX A WAGES

	<u>Lunch</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
<u>Accounting Department</u>					
Accountant	1 Hr.	66,334	68,324	70,032	71,783
Senior Account Clerk	1 Hr.	31,300	32,239	33,045	33,871
Clerk	1 Hr.	31,300	32,239	33,045	33,871
<u>Assessment Department</u>					
Assessor	1 Hr.	46,565	47,962	49,161	50,390
Senior Clerk	1 Hr.	30,941	32,239	33,045	33,871
<u>Control of Dogs</u>					
Dog Control Officer	1 Hr.	34,438	35,471	36,358	37,267
<u>Highway Department</u>					
Deputy Superintendent of Hwy.	1 Hr.	39,492	40,677	41,694	42,736
Senior Clerk	1 Hr.	30,941	32,239	33,045	33,871
<u>Justice Department</u>					
Court Clerk	1 Hr.	30,941	32,239	33,045	33,871
Court Clerk (Step Two)	1 Hr.	30,941	32,239	33,045	33,871
<u>Police Department</u>					
Clerk Typist	1 Hr.	30,941	32,239	33,045	33,871
Junior Admin. Assistant	1 Hr.	31,941	33,269	34,101	34,953
<u>Parks/Marina/Seniors</u>					
Parks Crew Chief	½ Hr.	45,459	46,823	47,994	49,194
Parks Asst. Crew Chief (A)	½ Hr.	38,804	39,968	40,967	41,991
Rec. Spec./Senior Clerk	1 Hr.	33,261	34,259	35,115	35,993
Recreation Attendant	1 Hr.	20,510	21,125	21,653	22,194
Senior Clerk	1 Hr.	30,941	32,239	33,045	33,871
Maintenance Worker	1 Hr.	37,696	38,827	39,798	40,793
* Laborer A (Step Two)	½ Hr.	34,603	35,641	36,532	37,445
Laborer B	½ Hr.	34,285	35,314	36,197	37,102

Laborer C (Step Two)	½ Hr.	33,010	34,000	34,850	35,721
* Laborer D	½ Hr.	31,006	31,936	32,734	33,552
Maintenance Worker I	½ Hr.	28,826	29,691	30,433	31,194
Supervising Bldg. Inspector	1 Hr.	45,456	46,820	47,991	49,191
<u>Safety Inspection</u>					
Asst. Building Inspector A	1 Hr.	42,130	43,394	44,479	45,591
Asst. Building Inspector (B)	1 Hr.	38,191	39,337	40,320	41,328
Asst. Bldg. Inspector B (Step Four)	1 Hr.	38,191	39,337	40,320	41,328
Bldg. & Zoning Clerk	1 Hr.	30,941	32,239	33,045	33,871
<u>Tax Department</u>					
Deputy Receiver/Taxes	1 Hr.	31,441	32,739	33,545	34,371
<u>Town Clerk</u>					
Deputy Town Clerk	1 Hr.	31,441	32,739	33,545	34,371
<u>Water Department</u>					
Crew Chief	1 Hr.	45,776	47,149	48,328	49,536
Water District Clerk	1 Hr.	30,941	32,239	33,045	33,871
Mechanic	1 Hr.	39,865	41,061	42,088	43,140
<u>Planning</u>					
Principle Clerk (Step Four)	1 Hr.	30,941	32,239	33,045	33,871

Bring all Clerks, Senior Clerks, Senior Clerk Highway Department, Water District Clerk, Senior Accounting Clerks, Clerks to Town Justices, Clerk Typists, Building & Zoning Clerk, Principal Clerk, Deputy Town Clerk and Deputy Rec./Taxes up to parity (\$30,388), keeping the \$500.00 differential with Deputies. This will be accomplished over two (2) years – 2003 and 2004, with \$400 being paid in 2003 and the balance in 2004.

When the Town hires a new employee from the outside, or an employee changes job titles, the starting salary shall be \$4,200 below the salary so stated for that job title. The starting salary shall be increased by \$1,400 per year on the employee's anniversary date, with the employee being at the stated salary after three (3) years of employment.

* The salaries assigned the job title of Laborer are a minimum and a maximum. (D-A)

Employees may be increased through the minimum to the maximum by merit increases approved by the Town Board. Such movement is not subject to the grievance procedure. The letters attached to Laborer titles do not indicate the number of positions.

HEALTH INSURANCE WAIVER

I hereby for myself, my heirs, executioners, and administrators, waive my rights to Town provided health insurance coverage pursuant to the Collective Bargaining Agreement between the Town of Evans and Local 41 of the International Brotherhood of Electrical Workers.

I understand the risk inherent to electing to waive health insurance and assume any and all responsibility for said risk to myself, my heirs, executors and administrators.

I releases any and all rights and claims I may have against the Town of Evans and/or Local 41 of the International Brotherhood of Electrical Workers and their representatives as a result of any waiver of health insurance coverage to which I was previously entitled.

Employee

Date

Town Accountant

Date