



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: **Verona, Town of and New York Council 66, AFSCME, Local 1088 (2005)**

Employer Name: **Verona, Town of**

Union: **New York Council 66, AFSCME**

Local: **1088**

Effective Date: **01/01/05**

Expiration Date: **12/31/06**

PERB ID Number: **7487**

Unit Size: **9**

Number of Pages: **24**

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/>

AGREEMENT

BETWEEN

THE TOWN OF VERONA

and

LOCAL 1088(H), NEW YORK COUNCIL 66



RECEIVED

JUL 11 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

January 1, 2005 - December 31, 2006

NEW YORK COUNCIL 66

American Federation of State, County and Municipal Employees

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION 1 - RECOGNITION	1
SECTION 2 - SOLE AND EXCLUSIVE DUES CHECK OFF	1
SECTION 3 - UNION DUES	1
SECTION 4 - UNION REPRESENTATION	1
SECTION 5 - LABOR MANAGEMENT CONFERENCES	2
SECTION 6 - GRIEVANCE PROCEDURE	2
SECTION 7 - DISCIPLINE AND DISCHARGE	3
SECTION 8 - SENIORITY, PROBATIONARY EMPLOYEES	4
SECTION 9 - SENIORITY LISTS	4
SECTION 10 - SENIORITY, LOSS OF	5
SECTION 11 - LAY-OFF	5
SECTION 12 - RECALL PROCEDURE	5
SECTION 13 - PROMOTION AND METHOD OF FILLING POSITIONS	6
SECTION 14 - TRANSFERS AND FILLING OF TEMPORARY VACANCIES	6
SECTION 15 - REINSTATEMENT OF VETERANS LAW	7
SECTION 16 - MILITARY LEAVE OF ABSENCE	7
SECTION 17 - LEAVE OF ABSENCE	7
SECTION 18 - LEAVE FOR UNION BUSINESS	8
SECTION 19 - SICK LEAVE	8
SECTION 20 - FAMILY SICKNESS, DEATH AND PERSONAL LEAVE	9
SECTION 21 - WORKMAN'S COMPENSATION - ON THE JOB INJURY	9
SECTION 22 - HOSPITALIZATION, MEDICAL AND DENTAL INSURANCE	10
SECTION 23 - RETIREMENT PLAN	10
SECTION 24 - WORKING HOURS, WORK WEEK AND SUMMER HOURS	11
SECTION 25 - OVERTIME AND SUNDAY	11
SECTION 26 - WORK RULES	12
SECTION 27 - HOLIDAYS	13
SECTION 28 - VACATIONS	13
SECTION 29 - CIVIC DUTY	14
SECTION 30 - DISABLED EMPLOYEES	14
SECTION 31 - SAFETY COMMITTEE	14
SECTION 32 - UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES	15
SECTION 33 - WAGES AND LONGEVITY SERVICE PAY	15

SECTION 34	-	UNION BULLETIN BOARDS	16
SECTION 35	-	PLEDGE AGAINST DISCRIMINATION AND COERCION	16
SECTION 36	-	ACCESS TO PREMISES	16
SECTION 37	-	SAVINGS CLAUSE	17
SECTION 38	-	COMMERCIAL DRIVERS LICENSE REIMBURSEMENT	17
SECTION 39	-	WORK CLOTHING	17
SECTION 40	-	TOTAL AGREEMENT	17
SECTION 41	-	TERMINATION AND MODIFICATION	17
APPENDIX "A"		WAGE SCHEDULE	19
APPENDIX "B"		SUMMER SCHEDULE	20
		WORKING FOREMAN - JOB DESCRIPTION	21

This is an Agreement made this 1st day of January, 2005 between the Town of Verona, Oneida County, New York, acting through its Supervisor and its Superintendent of Highways, and hereinafter referred to as the Employer, and Local 1088-H and New York Council 66 of the American Federation of State, County and Municipal Employees, AFL-CIO, acting in behalf of the Town's Highway Department employees, hereinafter referred to as the Union.

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 the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

SECTION 1. RECOGNITION

The Employer hereby recognized the Union as the exclusive employee organization representing the employees for the purpose of negotiating collectively the determination of rates of pay and other terms and conditions of employment with the Employer and the administration of grievances arising thereunder for the term of this Agreement.

SECTION 2. SOLE AND EXCLUSIVE DUES CHECK OFF

The Employer agrees to grant exclusive rights of dues deduction to the Union and will deduct Union Membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and the aggregate deductions together with a list of employees for whom deductions were made shall be remitted forthwith to the Union.

SECTION 3. UNION DUES

Upon presentation to the Town Supervisor of properly executed dues authorization cards provided by the Union, the Town will deduct from the employee's wages once a month an amount certified by the Union and will remit same with a roster from whom such dues have been deducted to the designated financial officer of the Union by the 20th of the month and any additional deductions for programs sponsored by the Union. An employee shall cease to be subject to the Union's dues checkoff commencing with the next payroll prepared after his filing a duly executed revocation of authorization with the Town Supervisor, which shall be subject to the terms and conditions of the Union's payroll deduction authorization card.

SECTION 4. UNION REPRESENTATION

It is mutually agreed that the employees in the department covered by this Agreement shall be represented by a Local Union, Unit Chairman or a Union Steward, who shall be regular employees. In the absence of the Union Steward, or Local Union Unit Chairman, the

assistant steward shall act in his place.

SECTION 5. LABOR MANAGEMENT CONFERENCES

Special Conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least three (3) representatives of the Employer and at least three (3) representatives of the Union. Arrangements for such conferences shall be made in advance. Conferences shall be held at reasonable hours as agreed upon by the Employer and Union representatives. This meeting may be attended by a representative of the Union Council and/or representative of the International Union.

SECTION 6. GRIEVANCE PROCEDURE

(A) DEFINED a "grievance" shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

(B) PROCEDURE

STEP 1 The Union Steward with the employee shall present and discuss the grievance informally with the Superintendent within three (3) working days of the occurrence of the alleged grievance of his knowledge of the alleged occurrence.

STEP 2 If the grievance is not resolved informally at STEP 1, the Union Steward or Local Union Unit Chairman may submit the grievance in writing to the Town Supervisor within seven (7) working days after the procedure of STEP 1. Such writing shall state the facts alleged to constitute the grievance, the provision of this Agreement claimed to have been violated, misinterpreted or inequitably applied, the remedy requested, and shall be signed and dated by said employee. The Supervisor shall advise the Union Steward or Local Union Unit Chairman, whichever the case may be, in writing of his decision concerning the alleged grievance within seven (7) working days after its receipt by him. Conferences and hearing under this STEP 2 may be held during working hours, except as may be mutually determined otherwise. Where such mutual determination is made that the matter should be handled on Town time, then neither the employee, if the employee himself is involved or the Local Union Unit chairman or the Union Steward shall lose any time or pay for such time lost.

STEP 3 If the grievance is not resolved at STEP 2 and arises out of a violation, misinterpretation or inequitable application of one or any provisions of this Agreement, then the Union may refer the matter within ten (10) days from the date that the answer to STEP 2 is given or should have been rendered to an impartial arbitrator selected in the manner prescribed and following the procedure adopted by the Public Employment Relations Board. Failure to assert or appeal a grievance within the times above specified shall be deemed an

abandonment thereof. The Town and the Union shall share the expense of the arbitration proceeding equally. The decision of the arbitrator shall be final and binding, however, no arbitrator functioning under this Step of the grievance procedure shall have any power to alter, amend, modify, delete or change in any manner any provision of this Agreement.

(C) MISCELLANEOUS PROVISIONS Except when common questions of fact are involved, each grievance shall be the subject of a separate arbitration proceeding. Grievances shall not be packaged or bunched for presentation to the arbitrator. Only arbitrators residing within one hundred (100) miles of the Town of Verona may be considered in the selection of an arbitrator.

SECTION 7. DISCIPLINE AND DISCHARGE

(A) Disciplinary action or measures shall include only the following:

ORAL REPRIMAND
WRITTEN REPRIMAND
SUSPENSIONS WITHOUT PAY (NOTICE TO BE GIVEN IN WRITING)
DEMOTION
DISCHARGE

(B) The employer shall not discharge or discipline any employee covered by this Agreement without just cause.

(C) The only procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be as set forth below and shall, in addition, apply in lieu of Section 75 or 76 of the Civil Service Law for the employees who would otherwise be covered by those sections. When any action or measure is imposed upon or is pending against an employee, then the Employer shall notify the employee, the Local Union Unit Chairman, and the Union Steward in writing of the specific reasons for such disciplinary action and the proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, times, and places, if available. The written notification shall indicate that one (1) copy has been sent to the Union Steward, and one (1) copy to the Local Union Chairman. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee. However:

(D) When the Employer feels there is just cause for a disciplinary or discharge action to be taken against an employee, the action may be appealed by the Union and processed by the Union as a grievance matter at the 2nd Step of the grievance procedure within ten (10) work days of receipt of such notification, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

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

(F) Any employee who has been the subject of disciplinary action may request that a written record be entered in his personal record. The employee shall be given a duplicate copy of this record.

(G) Any disciplinary actions or measures against any employee covered by this Agreement shall be enforced for only twelve (12) months from date of action, and removed from personal record.

SECTION 8. SENIORITY, PROBATIONARY EMPLOYEES

(A) New employees hired in the unit shall be considered as probationary employees for the first six (6) calendar months of their employment. The calendar days probationary period shall be accumulated within not more than one (1) year. When an employee completes his probationary period, he shall be entered on the seniority list of the unit. There shall be no seniority among probationary employees, and upon completion of the probationary period they shall receive all benefits afforded to all regular employees.

(B) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and disciplined employees for other than Union Activity.

(C) Seniority shall be on a town-wide basis, in accordance with the employee's last date of hire.

SECTION 9. SENIORITY LISTS

(A) Seniority shall not be affected by the race, religion, sex, marital status or dependents of the employee, political affiliation or national origin.

(B) The seniority list on the date of this Agreement will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

(C) The Employer will keep the seniority list up to date at all times and will provide the steward with up to date copies at least every six (6) months, if requested.

SECTION 10. SENIORITY, LOSS OF

An employee shall lose his seniority for the following reasons only:

- (A) HE QUILTS
- (B) HE IS DISCHARGED AND THE DISCHARGE IS NOT REVERSED THROUGH THE PROCEDURE SET FORTH IN THIS AGREEMENT.
- (C) IF HE DOES NOT RETURN TO WORK WHEN RECALLED FROM LAYOFF AS SET FORTH IN THE RECALL PROCEDURE.
- (D) HE RETIRES

SECTION 11. LAY-OFF

- (A) The word Lay-off means a reduction of the working force.
- (B) If it becomes necessary for a lay-off, probationary employees will be laid off first. Seniority employees shall be laid off in the inverse order of their seniority, subject only to Veterans Rights Lay of the State of New York.
- (C) Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of Lay-Off except in an emergency condition beyond the control of the Employer. The Local Union Unit Chairman shall receive a list from the Employer of the employees being laid off on the same date that the notices are issued to the employees.
- (D) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, (Replace an employee with less seniority). Such employee, may, if he so desires, bump any employee in the same job classification provided the bumping employee has greater seniority than the employee whom he bumps, and if the bumping process is concluded within the classification, he may bump into a lower classification, provided he has greater seniority.

SECTION 12. RECALL PROCEDURE

When the working force is increased after a lay-off, employees will be recalled according to seniority, as defined in Section 7 (C). Notice of recall shall be sent to the employee at his last known address by registered mail. If an employee fails to report for work within five (5) days from the date of mailing of notice or recall, he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of lay-off. Written notice of expiration of

recall rights shall be sent to the employee at his last known address by registered mail or certified mail.

SECTION 13. PROMOTION AND METHOD OF FILLING POSITIONS

(A) The term promotion means the advancement of any employee to a higher paying position.

(B) In case of promotion or whenever a new job classification opening or a vacancy occurs, other than temporary, the position shall be posted on all bulletin boards for a period of five (5) working days, stating the job title, pay rate, and necessary qualifications for the job.

(C) An employee shall apply in writing for such position and submit such application to the Superintendent.

(D) The position shall be filled by the Employer within thirty (30) days from the date the new classification or vacancy occurs from among employees who have made such application and who are qualified, except that where more than one employee qualified for the same position, seniority shall be the determining factor in making the selection.

(E) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of ten (10) days, but not to exceed sixty (60) days. If in the judgment of the Superintendent it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

(F) If mutually agreed upon, classifications may be changed upward only by virtue of said Agreement and without the necessity of posting, notification, as above described.

(G) An employee shall be paid the rate of pay of the new class during his trial period, except that in no case shall he be paid less than the rate of pay of his former class.

(H) It shall be the policy of the Employer to promote to supervisory positions insofar as possible from the ranks of the employees.

(I) An employee in the position of Heavy Equipment Operator must give two (2) weeks notification prior to changing his position.

SECTION 14. TRANSFERS AND FILLING OF TEMPORARY VACANCIES

(A) In the event of temporary job vacancies due to vacations, illnesses, approved leaves of absence, seniority shall prevail in the selection of employees to fill the temporary

vacancies, provided they are qualified.

(B) Any employee assigned to fill a temporary vacancy caused by another employee's vacation, sickness, leave of absence, shall be paid at the higher rate of pay for that class for all hours worked, except if such work performed is in a lower class; in no case shall he be paid lower than his regular rate of pay.

(C) Employees in a lower classification than Heavy Equipment Operator shall not receive the HFO higher rate of pay when loading their own vehicle at the Town of Verona Highway Yard or when moving a vehicle at the Town of Verona Highway Yard provided such activity does not exceed 30 continuous minutes or 60 minutes in a day.

SECTION 15. REINSTATEMENT OF VETERANS LAW

Probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces.

SECTION 16. MILITARY LEAVE OF ABSENCE

Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be paid a maximum of thirty (30) days pay when they are engaged in normal reserve training periods, provided that proof of service is submitted. If required to serve more than thirty (30) days, the Employer shall grant the employee any additional time without pay or shall allow the employee to use compensatory or vacation.

SECTION 17. LEAVE OF ABSENCE

Leaves of absence without pay may be granted at the discretion of the Employer upon written application of the employee, which shall state the reason for the leave of absence request and the expected duration, and shall be filed at least thirty (30) days prior to such leave of absence to commence, except in cases of emergency. Reasons that will be considered for leave of absence are the following:

- (A) Serving in any selected position of the Union, limited to one employee at a time.....two (2) years. (Without pay)
 - (B) Illness leave (Physical or mental).....one (1) year. (Without pay)
 - (C) Prolonged illnesses in immediate family of spouse, children, step children or wards.....three (3) months. (Without pay)
-

Such leave may be extended for like cause at the discretion of the Employer.

SECTION 18. LEAVE FOR UNION BUSINESS

(A) One (1) elected representatives of the Local Union shall be allowed five (5) days in a calendar year to attend functions of the Council and/or International Union such as Conventions or educational conferences without pay.

(B) The Employer shall be given notice by the Union at least thirty (30) days in advance of such time to be taken off and stating the name of the employee elected to attend the function.

SECTION 19. SICK LEAVE

(A) Any employee covered by this Agreement contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment or quarantined by Health Authorities shall receive sick leave with pay.

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

(C) Employees shall be allowed ten (10) hours of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for twenty (20) or more hours of work.

(D) Sick leave credits may be accumulated to a maximum of one hundred fifty six (156) days. All credits for such leave earned shall be computed from the employee's original date of hire, less any leave days used during that period of time. Payment hereunder shall be reduced by the amount of any Workmen's Compensation Benefits or disability benefits paid or to which the employee may be entitled for such illness or injury. Any illness or injury resulting in the employee's absence for more than three (3) consecutive days, ten (10) non-consecutive days in any one calendar year (January - December), or a pattern of potential sick leave abuse shall be substantiated by appropriate documentation from the employee's attending physician.

(E) Sick leave credits shall be pro-rated in proportion to the net wage payment made to the employee by the Employer after deducting the amount of workmen's compensation and disability benefits to which the employee receives or is entitled for lost wages. Upon the exhaustion of sick leave credits, vacation credits may then be used until they are exhausted.

(F) An employee on paid sick leave will be deemed to be on continued employment for the computation of any benefits provided hereunder based on continuity of employment.

(G) An employee upon retirement shall be allowed to convert sick time to vacation time. The conversion rate for sick time shall be paid at one-half ($\frac{1}{2}$) not to exceed thirty (30) days for all accrued sick time and shall be paid at the Employees rate of pay at the time of retirement.

SECTION 20. FAMILY SICKNESS, DEATH AND PERSONAL LEAVE

(A) Employees covered by this Agreement shall be granted personal leave days as follows:

Three days per death or serious illness of a member of the employee's family.

Three days per calendar year for personal business of an urgent nature which cannot be transacted outside of regular working hours.

As needed for volunteer fire duty provided used for fires, major accidents or life threatening situations.

(B) Arrangements for personal leave shall be made by the employee with the Superintendent in advance (except for emergency situations), and shall not be deducted from sick leave or vacation benefits.

SECTION 21. WORKMAN'S COMPENSATION - ON THE JOB INJURY

Disability Insurance Plan - Off the Job Injury or Sickness

(A) All employees covered by this Agreement will be covered under provisions of the New York State Disability Insurance Plan with the full cost of such coverage to be paid by the Employer.

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

(C) All employees covered by this Agreement will be covered under the provisions of the New York State Workman's Compensation Laws.

(D) Employees shall receive a supplemental sum equal to the difference between their

wages and their compensation benefits upon their option, but such supplemental sum shall be deducted from sick leave credits, or vacation credits, when sick leave credits have been exhausted. If an employee elects to use his sick leave for the purpose of maintaining his full pay status during the period of his compensation, he shall be required to endorse his compensation check back to the Employer. Upon the exhaustion of all sick credits, an employee may have accumulated, the employee shall then no longer be required to endorse his compensation checks over to the Employer.

SECTION 22. HOSPITALIZATION, MEDICAL AND DENTAL INSURANCE

(A) The Employer shall provide coverage for each employee and his dependents under the Excellus Plan which includes Major Medical Coverage, including co-pay prescription, with the full premium cost of such insurance paid by the Employer. For employees hired on or after January 1, 2001 the Employer shall pay the full premium cost of such insurance, however, the employee shall pay the cost of the dependent coverage.

(B) Coverage will terminate upon the absence of the employee from the active payroll for thirty (30) days consecutively or more for any reason other than absence because of sickness or disability. In the case of sickness or disability, coverage will be continued for up to a maximum of one (1) year after all paid leave benefits have been exhausted.

(C) 1. Upon retirement, under the New York State Pension Plan [age 55], with minimum ten years, the Employer will pay all health insurance costs for employees. Should the employee opt to carry the family plan, then the cost shall be paid by the employee.

2. Should the retired employee become re-employed and health insurance benefits are offered through said employment, coverage under the Town's plan shall cease.

3. Further, coverage shall cease upon eligibility for Medicare.

SECTION 23. RETIREMENT PLAN

(A) The Employer shall provide for each employee coverage under 75(g) of the New York State Improved Career Retirement Plan which provides for one-half ($\frac{1}{2}$) pay after twenty-five (25) years of service at no cost to the employee for the term of this Agreement. This section shall pertain to all Tier I and Tier II employees.

(B) All other employees shall fall under New York State Retirement Tiers 3 and 4 and the terms of their part shall be as prescribed by the New York State Retirement Plan.

(C) The Employer further agrees that it will send during the month of February of each year a letter or payroll notice to each employee who at that time has six (6) months or

more continuous service and who has not yet become a member of the Plan. This letter or notice will advise the employee of the existence of the Plan, the employee's eligibility for enrollment in the Plan and the fact that the cost of membership under the plan would be paid by the Employer. The Employer will furnish the Union with a list of employees to whom the letter or notices were sent.

SECTION 24. WORKING HOURS, WORK WEEK AND SUMMER HOURS

(A) Employees shall have a basic eight (8) consecutive hour day, inclusive a one-half hour lunch break, forty (40) hours per week Monday through Friday. Any overtime work performed before or after an employees regular work shift on Monday through Friday shall be compensated at time and one-half (1-1/2) times their regular pay rate.

(B) All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

(C) Except for emergency situations, work schedules shall not be changed. Plowing and sanding shall be deemed emergency work.

(D) The Employer upon request of the employee, shall maintain and make available to an employee his daily record showing his time worked.

(E) Work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled nearest the middle of each one-half (1/2) shift as is feasible.

(F) Employees who, for any reason, work beyond their regular quitting time into the next shift, for a period of at least two (2) hours, shall receive at least a fifteen (15) minutes rest period before they start to work on such next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

(G) Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift.

(H) All references to summer hours are in attached Appendix "B".

SECTION 25. OVERTIME AND SUNDAY

(A) Overtime work shall be offered as equally as possible to employees working within the same job classification.

(B) On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification on a rotation basis. Employees who are offered overtime work on this basis but decline, should be considered to have worked for the purpose of determining equal distribution of overtime.

(C) A record of overtime hours worked by each employee shall be made available to the Union upon request.

(D) An employee called for emergency duty, in addition to his regular working hours, shall receive not less than four (4) hours of pay.

(E) An employee who is called in for overtime on Saturday, Sunday or Holidays shall receive an additional two (2) hours of pay at time and a half.

(F) Any employee required to work four (4) hours of overtime following his regular full day shall then be granted one-half (½) hour off with pay for the purpose of eating. A similar one-half (½) hour off with pay shall be granted for each such four (4) hour periods of overtime to be followed by additional overtime. This provisions is intended to apply only to emergency overtime work following regular working hours.

(G) Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. Under no circumstances shall an employee be sent home during his regularly scheduled shift for the purpose of calling him back to work on another shift that would normally be an overtime situation.

(H) All employees shall be subject to call for emergency work, including plowing and sanding when weather and highway conditions require. If called on a holiday or weekend or outside his then regular work shift, an employee shall receive no less than four (4) hours pay.

(I) The distribution of plowing and sanding routes shall be by seniority. Call outs for plowing and sanding shall be rotated.

(J) Employees may accrue up to 80 hours of compensatory time, between the dates of November 1 and April 1, which must be used prior to September 1 of each year. If the compensatory time of each employee is not used up by September 1 each year, the employer will schedule the compensatory time between September 1 and November 1.

SECTION 26. WORK RULES

The Employer agrees to consult with the Union prior to the establishment of new work rules or the modification of existing work rules.

SECTION 27. HOLIDAYS

(A) All employees covered by this Agreement shall receive the following paid holidays for which they shall be paid their current rate of pay:

NEW YEAR'S DAY	DAY AFTER THANKSGIVING DAY
INDEPENDENCE DAY	LINCOLN'S BIRTHDAY
MEMORIAL DAY	ELECTION DAY
LABOR DAY	CHRISTMAS DAY
VETERANS DAY	GOOD FRIDAY
THANKSGIVING DAY	FLOATING HOLIDAY

(B) All work required to be performed on any of the above listed holidays shall be compensated at time and one-half (1-1/2) the employee's regular rate of pay in addition to his regular holiday pay for that day.

(C) If a holiday falls on a Sunday, then the succeeding Monday shall be a paid holiday. If a holiday falls within an employee's vacation period, the employee shall be entitled to another day with pay in lieu thereof. If a holiday falls on a Saturday, then the preceding Friday shall be the paid holiday. If a holiday falls on an employee's regular day off, then the employee shall be given another day off in lieu of that day.

(D) For purposes of computing overtime all holiday hours unworked for which an employee is compensated shall be regarded as hours worked.

(E) FLOATING HOLIDAY

- (1) Only (1) one employee may take this holiday at a time.
- (2) There shall be a (48) hour notice prior to Holiday to the Highway Superintendent.
- (3) Floating Holiday shall be taken only between the months of 4/1 to 11/1.

SECTION 28. VACATIONS

(A) All employees covered by this Agreement shall be entitled each year to a vacation with pay after the completion of one consecutive year's work in the employ of the Town as follows:

1-5 years.....ten (10) work days
6-14 years.....fifteen (15) work days
15 and thereafter years..... twenty (20) work days

Vacations shall be taken within a time period made available by the Superintendent. Vacation time shall be selected by employees within a classification on the basis of seniority within this time period.

(B) Upon the death of the employee or separation from employment all of his unused earned vacation time shall be paid to him or his estate.

(C) Upon retirement, an employee shall be paid for all unused vacation, including his converted sick time to vacation as per Article 19(G), at his current rate at the time of retirement.

(D) An employee may carry over to the next anniversary year up to five (5) vacation days to be taken at some future time provided said accumulation is approved by the Highway Superintendent.

SECTION 29. CIVIC DUTY

Any regular employee who loses time from his job because of jury duty as certified by the clerk of the court, shall be paid the difference between his jury pay and his regular pay.

SECTION 30. DISABLED EMPLOYEES

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise become partially disabled on their present jobs, on work which they are able to perform. The Employer, however, may require such employee to submit to a physical examination by a physician designated by the Employer at no cost to the employee.

SECTION 31. SAFETY COMMITTEE

(A) The Employer and the Union agrees to jointly establish a safety committee consisting of an equal number of Employer and Union representatives, the number of members to be agreed upon. This committee will advise management on safety and health matters.

(B) The Town shall attempt to man the plows with two employees at all times. The Town shall attempt to man the sanders with two employees at all times unless the sander is configured for only sanding in which case the Town does not have to attempt to man such sander with two employees at all times.

(C) All employees shall be required to have a medical physical every two years. The Town shall determine the medical agency to perform such examinations and shall be responsible for all costs associated with such examinations. All time spent on examinations, including reasonable travel time, shall be considered working hours. In the event an employee fails the physical, he has three (3) months to correct the problem. If after three months he still fails, the Town will put him on disability retirement.

SECTION 32. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the designated Union Steward shall be allowed at reasonable times and for reasonable periods of time to:

- A) Post Union Notices
- B) Attend negotiating meetings with the Employer
- C) Transmit communications authorized by the Union to the Employer.

During the last thirty (30) minutes of his work shift, the Steward may investigate and process grievances and confer with the Superintendent, local Union officers and representatives concerning the enforcement of any provisions of this Agreement. Such activity may continue on the owner's premises beyond regular working hours.

Evening meetings of the employees and Union Representatives must be scheduled in advance and the Superintendent notified. Emergency work, snow plowing and sanding, shall take precedence over any meeting of employees. Evening meetings may not be scheduled if they conflict with a previously scheduled use of the premises.

SECTION 33. WAGES AND LONGEVITY SERVICE PAY

(A) The wage scales for each classification negotiated for this Agreement period are hereby established and made part of this Agreement and are shown in Appendix "A" attached hereto.

(B) All employees shall be paid on a Thursday.

(C) All employees covered by this agreement, where meeting the applicable continuous service requirement shall receive the following amounts in addition to their regular rate of pay:

(D) Effective January 1, 2003 all employees shall receive Longevity Service Pay each year as per the following:

- \$.15 after five (5) years
- \$.30 after ten (10) years
- \$.50 after fifteen (15) years
- \$.85 after twenty (20) years
- \$1.30 after twenty-five (25) years

SECTION 34. UNION BULLETIN BOARDS

The Union shall have the use of the bulletin board at the Town Barn for posting of notices relating to Union meetings, official business, and any other Union information.

SECTION 35. PLEDGE AGAINST DISCRIMINATION AND COERCION

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

(B) Work rules shall be reasonable and shall be applied or enforced in a fair and equitable manner.

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

(D) The Employer agrees not to interfere with the rights of the employees to become members of the Union, and that there shall be no discrimination, interference, restraint or coercion by the Employer or any employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

SECTION 36. ACCESS TO PREMISES

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, representatives of Council 66 and/or representatives of Local 1088 to enter the premises for individual discussion of working conditions with employees during the clean-up period at the end of a work shift.

SECTION 37. SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision, upon the issuance of such a decision both parties shall meet within thirty (30) days upon the request of either party in writing to negotiate a substitute for the invalidated article, section or portion thereof.

SECTION 38. COMMERCIAL DRIVER'S LICENSE REIMBURSEMENT

The Employer shall reimburse employees for the cost of the renewal of a commercial driver's license. The employee shall be reimbursed after providing verification of the cost.

SECTION 39. WORK CLOTHING

The employer shall provide laundered work shirts, work pants and jackets weekly at no cost to the employee.

SECTION 40. TOTAL AGREEMENT

This Agreement shall constitute the full and complete understanding among the parties and may not be changed in any respect except by further written agreement between the parties. Neither party shall be obliged to negotiate or re-negotiate any item whether contained herein or not, sooner than July 1, 2006. Either party may notify the other party in writing of its desire to negotiate and may suggest a time and place for the initial negotiating session. The party so notified shall respond in writing within five (5) days of the receipt of such notice either confirming the suggested time or date or proposing another time and date no later than August 1, 2006.

SECTION 41. TERMINATION AND MODIFICATION

This Agreement shall be effective as of January 1, 2005 and continue in full force and effect through December 31, 2006.

If a new agreement has not been signed prior to the expiration of the Agreement on December 31, 2006, the provisions hereunder relating to wages and other employee benefits shall continue in force and effect for an additional six (6) months, or until a new Agreement is signed sooner than six (6) months or for such other period as the parties may agree in writing.

IN WTTNESS WHEREOF, the parties have hereunto set their hands and seals.

FOR THE TOWN OF VERONA

Town Supervisor

Date

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

Unit Chairman, Town of Verona

Date

AFSCME NY Council 66 Representative

Date

APPENDIX "A"
 WAGE SCHEDULE
 2005 AND 2006

CLASSIFICATION	HOURLY RATE	
	Effective Jan. 1, 2005	Effective Jan. 1, 2006
Working Foremen	\$16.10	\$16.45
Heavy Equipment Operator Shovel Gradall Grader Bulldozer Front End Loader	15.80	16.15
Mechanic - Truck Driver		
Motor Equipment Operator Dump Truck Truck	15.35	15.70
Maintenance Laborer	13.15	13.50

Any employee assigned the "Roller" and/or "Tractor Trailer" shall be paid the H.F.O. rate for that day.

APPENDIX "B"

SUMMER SCHEDULE

The following shall apply to this "Summer Schedule".

The summer schedule shall run from Memorial Day week through Labor Day week.

1. The work week shall consist of four (4) consecutive days, Monday through Thursday.
2. The work week shall consist of ten (10) consecutive hours, inclusive a one-half hour lunch.
3. Premium pay, for purposes of overtime, shall be computed after ten hours per day and after forty hours per week.
4. Sick leave shall be computed at the rate of 1-1/4 days per day used.
5. Vacation leave shall be computed at the rate of 1-1/4 days per day used.
6. Holidays shall be reimbursed at a ten hour per diem rate.
7. All other terms and conditions of the existing bargaining agreement shall remain in effect.

TOWN OF VERONA

WORKING FOREMAN

JOB DESCRIPTION

DISTINGUISHING FEATURES OF THE CLASS:

This is responsible work involving responsibility for seeing that public works and related activities are done in an effective manner, on schedule and according to approved procedures. The work is performed in accordance with established policies and procedures permitting the exercise of independent judgement in carrying out details. On most projects and during most activities, the Working Foreman participates actively in the work of the crew. Supervision is exercised over subordinate Motor Equipment Operators, Maintenance Workers and Maintenance Helpers. Does related work as required.

TYPICAL WORK ACTIVITIES:

Supervises and works with a labor crew in the maintenance, repair, cleaning or striping of bridges, streets and roads.

Oversees snow & ice removal activities.

Leads in brush cutting, mowing roadsides and other grounds maintenance activities.

Works with and supervises street sign posting and maintenance crews.

Operates a truck or other vehicle and equipment.

Performs a variety of semi-skilled maintenance tasks.

Keeps records and makes reports of work done.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of road, bridge or sewer maintenance; and of the tools, equipment and terminology of the specialized field of activity to which assigned. Ability to supervise the work of others; ability to operate motor equipment used in road and/or sewer maintenance; ability to understand and follow oral and written directions; ability to prepare simple reports; reliability; physical strength and endurance; good physical condition.

MINIMUM QUALIFICATIONS:

Either: two (2) years of experience in the maintenance or construction of roads or sewers, or in another line of work directly related to specific position at the level of Working Foreman;

Or: Any equivalent combination of training and experience as defined by the limits above.

SPECIAL REQUIREMENTS:

Possession of an appropriate New York State Motor Vehicle Operator's License Class 3 or Prefer Class 1
