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AGREEMENT

by and between the

TOWN OF IRONDEQUOIT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED

JAN 16 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Town of Irondequoit Supervisory Unit #7414-03
Monroe County Local 828

January 1, 2007 - December 31, 2012

3

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Agreement

This is an agreement entered into the 1st day of January 2007, by and between the Town of Irondequoit (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "Union").

Article I **Preamble**

The Employer and the Union declare it to be their mutual policy that in order to promote harmonious labor relations between the Employer and its employees, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no Article or Section in this contract is to be construed to be in any violation of New York State Civil Service Law. Both parties to this agreement furthermore affirm that public employment is to be regarded as a lifelong career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the Employer the best personnel available. We furthermore affirm that each employee shall, at all times, be a dedicated, courteous and efficient representative of public employment, realizing full well that he/she is performing an essential service private enterprise cannot undertake. Recognizing the moral principles inherent in Federal Legislation, we hereby agree not to limit employment with the Employer or membership in the Union to any person because of his/her sex, race, color, creed or national origin.

Article II **Recognition**

Section 2.1

The Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (CSEA) is recognized by the Town of Irondequoit as the exclusive agent under the Taylor Law for all employees described in Article 3 for the purposes of collective bargaining and processing of grievances for the maximum period defined in the Taylor Law. In no event shall such sole and exclusive representation exceed the duration of this contract.

Section 2.2

The Employer shall deduct from the wages of the employees and remit to the Union for those who signed authorizations permitting payroll deductions for CSEA insurance deductions.

Section 2.3

Adequate procedures have been provided for the equitable settlement of grievances arising out of this agreement. The Union hereby affirms that there will not be and that its officers, members, agent or principles will not engage in, encourage or sanction strike(s), slowdowns, mass resignations, mass absenteeism or other similar action, which would involve suspension of or interference with normal work performance.

Section 2.4 - Agency Shop

CSEA having been recognized or certified as the exclusive representative of employees within the negotiating unit shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officer making such deductions will transmit these amounts to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

CSEA agrees to hold the Employer safe and harmless because of said deduction.

Article III **Collective Bargaining Unit**

Pursuant to the authority vested in the Public Employment Relations Board (PERB) by the Public Employees' Fair Employment Act, it is hereby certified that CSEA shall be the exclusive representative for the purpose of collective bargaining negotiations and the settlement of grievances for the following full-time, hourly employees of the Town of Irondequoit Supervisory Unit: Senior Foreman, Labor Foreman and Auto Mechanic Foreman.

Excluded shall be all elected and appointed officials, Commissioner of Public Works, Assistant to the Commissioner of Public Works, Physical Services Coordinator, Superintendent of Highways, Director of Parks and Recreation, Campground Attendant and all temporary seasonal and clerical employees and all other employees.

Article IV
Aid to Other Labor Organizations

The Employer will not aid, promote or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Article V
Rights of Employees

Section 5.1

Employees may join and take an active part in the activities of the Union without fear of any kind of reprisals from the Employer or its agents.

Article VI
Union Business and Rights

Section 6.1

Designated members of the bargaining unit shall be allowed reasonable time during working hours without the loss of time and pay, upon notification and approval of his/her immediate supervisor who is not a member of the bargaining unit, for the purpose of filing official grievances with their designated representative.

Section 6.2

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities.

Section 6.3

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this agreement shall be permitted, upon approval of their immediate supervisor, release time, generally up to one (1) hour per occurrence, as necessary, to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employees and the uninterrupted operation of the governments.

Immediately upon execution of this agreement, the President of the Union shall submit, in writing, to the Town Supervisor and department heads, the names of all Union Representatives and shall provide the names of new or changed representatives within five (5) working days of

such change. No employee shall have official Union status until such time as the Town has been notified in writing by the Union.

Section 6.4

The Employer recognizes the right of the employees to designate Union Representatives and/or CSEA Staff Representatives to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this agreement and to visit employees during working hours, which would not interfere with employees' normal work schedule. Such employees' representatives shall also be permitted to appear at public hearings before the Town Board.

Article VII
Management Rights

Section 7.1

The Employer retains the sole right to manage the business and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment, which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, layoff, assign, transfer, promote, demote and determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement.

Section 7.2

The Town, in its discretion, will review such employee's performance annually using a written form. With respect to Labor Foreman, the Commissioner of Public Works or his/her designee will do the evaluation, with input from the Senior Labor Foreman. With respect to the Senior Labor Foreman, the Commissioner of Public Works or his/her designee will do the evaluation with input from the appropriate Labor Foreman.

Section 7.3

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent to the Employer. Any and all rights, powers and authority, which the Employer had prior to entering into the first collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

Article VIII
Compensation

Section 8.1

Effective January 1, 2007, all unit employees on the payroll of the Town will receive a wage increase of three percent (3%).

Effective January 1, 2008, all unit employees on the payroll of the Town will receive a wage increase of three percent (3%).

Effective January 1, 2009, all unit employees on the payroll of the Town will receive a wage increase of three percent (3%).

Effective January 1, 2010, all unit employees on the payroll of the Town will receive a wage increase of three percent (3%).

Effective January 1, 2011, all unit employees on the payroll of the Town will receive a wage increase of three percent (3%).

Effective January 1, 2012, all unit employees on the payroll of the Town will receive a wage increase of three percent (3%).

The pay rate for employees shall be as follows:

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Senior Labor Foreman	32.87	33.86	34.88	35.93	37.01	38.12
Labor Foreman	29.77	30.66	31.58	32.53	33.51	34.52
Auto Mechanic Foreman	29.77	30.66	31.58	32.53	33.51	34.52

Section 8.2

All hourly employees shall be paid every other Thursday. If Thursday should be a holiday, salaries shall be paid on Wednesday preceding such holiday.

Section 8.3 - Longevity

All employees covered by this agreement shall be eligible for the following longevity plan effective January 1, 2007:

After five (5) years of continuous service	\$400.00
After ten (10) years of continuous service	\$700.00
After fifteen (15) years of continuous service	\$800.00
After twenty (20) years of continuous service	\$900.00
After twenty-five (25) years of continuous service	\$1000.00
After thirty (30) years of continuous service	\$1100.00

Longevity payments will not be retroactive for the year 2000.

Eligibility for longevity is determined by date of hire as a permanent employee in the Town of Irondequoit.

Eligible employees whose anniversary dates fall subsequent to July 1st shall receive the longevity payment on the first pay period following July 1st of the following year as a lump sum by separate check.

Article IX
Health Insurance

Section 9.1

The Town will provide full-time employees covered by this agreement, who request coverage, with health insurance coverage under Blue Choice Value with the basic \$10/25/40 prescription drug provision or the Town shall pay the amount of that contribution to another health care plan at the option of the employee. The Town shall have the right to provide equivalent coverage to that provided by Blue Choice Value after discussion with the Union.

All employees of the unit who participate in the health insurance program are required to pay by payroll deduction, an amount equal to ten percent (10%) of the health care premium.

It shall be the employee's responsibility to initiate such membership in the plan and any change in family status in the Town's Personnel Office. An employee's failure to notify the Town of a change in family status, which results in an unnecessary expenditure to the Town, will result in an obligation of the employee to reimburse the Town.

Section 9.2

Except as provided in Section 9.1 above, the Town agrees to continue the practice of paying the cost of the Town's current contribution for medical coverage protection to retirees of the Town who are 55 years of age or older after they have had 20-years of continuous, full-time service, immediately prior to retirement and are:

1. Drawing a pension or full disability pension from the New York State Employees' Retirement System; or
2. Are retired under the social security benefits or are receiving full disability/social security benefits.

At age 65, the employee will receive the Blue Choice Senior health plan with prescription drug rider.

Where an employee eligible for Town provided insurance retires and takes a job where a group hospital plan is available, whether comparable or not or whether paid in whole or in part by the employee, the retired employee shall not be eligible for the Town's plan and the Town shall not provide such benefit. The retired employee shall be required to notify the Town when he/she is employed elsewhere and as to whether or not medical coverage protection is available. If he/she fails to do so, he/she shall not be eligible for such Town paid insurance contribution. In addition, a retired employee shall be required to certify annually as of January 1st of each year, whether or not he/she is working, where He/she is working (if he/she is working) and whether a group hospital plan is available with that employer, whether comparable or not or whether paid wholly or in part by the employee. Failure to do so shall result in the cancellation of the benefit by the Town to the retiree. If an employee is otherwise eligible but does not receive retirement medical coverage because the employee is employed elsewhere where a group hospital plan is available, the employee shall be allowed to return to the Town's plan when he/she leaves the employ of such employer.

Section 9.3

Town of Irondequoit employees, who have completed ten (10) years of employment with the Town, are less than 55-years of age and wish to retire from Town employment may at their own expense participate in the Blue Choice Value HMO.

Section 9.4

If an employee dies during the performance of duty, his/her immediate family, at the time of the employee's demise, shall continue to receive

Blue Choice Value HMO benefits at the Town's expense; the spouse shall continue to receive such benefits until he/she remarries or cohabits with another; the children shall continue to receive such benefits until they reach the age of 19.

If an employee, while employed by the Town, dies, his/her family may get group rate Blue Choice Value HMO benefits or Blue Choice Senior, with prescription coverage, (whichever is applicable), at the Town's expense; the spouse shall continue to receive such benefits until he/she remarries or cohabits with another; the children shall continue to receive such benefits until they reach the age of 19.

Section 9.5

The Employer will provide Blue Cross and Blue Shield 100/100 dental plan, including the dental plan rider for cap and crowns, for all full-time permanent employees and their families at no expense to the employee, who has been permanently employed for a period of one-year or longer for employees hired prior to January 1, 1998. Employees hired after January 1, 1998 shall pay ten percent (10%) of the cost of such dental coverage.

The Town shall have the right to provide equivalent dental coverage to that provided by Blue Cross and Blue Shield after discussion with the Union.

Section 9.6

Employees covered by this agreement shall be allowed to participate in any voluntary pre-tax spending plan, which the Town may establish.

Article X **Retirement**

Section 10.1

All eligible employees shall receive retirement benefits in accordance with the requirements of the New York State Retirement Non-Contributory Career Plan, Section 75-i, subject to contributions by the employee and all other requirements of New York State Law. Employees shall be placed in other plans as indicated and required by New York State Law.

Section 10.2

The Employer will continue the provisions of Section 60-b under the New York State Retirement System, which guarantees a minimum death benefit.

Article XI **Work Schedules and Overtime**

Section 11.1

The regular work schedule for employees covered by this agreement shall be Monday through Friday, from 7:00 AM to 4:00 PM, with an unpaid one (1) hour lunch period. Each Foreman will be supplied a vehicle by the Town for business and for responding to emergencies.

Section 11.2

In the event that an employee is assigned to remain on-call for an eight (8) hour period, such employee shall receive two and one-half (2.5) hours of pay at his/her regular hourly rate. In the event that an employee is assigned to remain on-call for a twelve (12) hour period, such employee shall receive three and one-half (3.5) hours of pay at his/her regular hourly rate. In the event that an employee is assigned to remain on-call for a twenty-six (26) or twenty-seven (27) hour period, such employee shall receive six and one-half (6.5) hours of pay at his/her regular hourly rate.

Section 11.3 - Emergency Call-In

An employee called into service before or after his/her normal workday shall receive either the equivalent of four (4) hours pay at their regular rate or the actual hours worked at the appropriate rate of pay, whichever is more. Each Foreman will be supplied a vehicle by the Town. If assigned to lock-up for the week, the Foreman will check the night crew twice a week at his/her discretion between 1600 and 2400 hours.

Section 11.4

An employee shall receive one and one-half (1 ½) times his/her regular straight time rate of pay for all work performed or time paid for over 40-hours during his/her normal workweek or rotating shift, whichever is appropriate.

Article XII
Holidays

Section 12.1

Legal holidays constitute days off with pay for all employees who have been employed by the Employer for 30-days or more. Legal holidays to be observed by the Employer shall be:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Election Day
11. Thanksgiving Day
12. Christmas Eve Day
13. Christmas Day

Section 12.2

Observance of the above stated holidays shall be in accordance with the observance prescribed by State and Federal Law.

Section 12.3

When a legal holiday falls on Saturday, Friday will be considered the holiday with pay; the following Monday will be considered a holiday when a legal holiday falls on a Sunday.

Employees who work on holidays shall receive their regular days plan plus time and one-half for all hours worked on said holiday if an employee has worked or been paid for 40-hours of work.

Article XIII
Personal Leave

Employees shall be entitled to one (1) personal leave day, which may be taken each year on a day mutually agreed upon by the employee and the department head. Personal leave days may not be carried over from one year to the next.

Article XIV
Sick Leave

Section 14.1

Each employee covered by this agreement shall continue to be eligible to earn and use sick leave under the same terms and conditions that apply immediately preceding the effective date of this agreement. Sick leave may accumulate to a maximum of 180 days. After an employee has accumulated 180 days, he/she may continue to accrue sick days on a temporary basis each calendar year. At the end of the calendar year in which these additional sick days are accrued, the employee will be paid one day for every two days of unused sick time over 180. (This payment will occur in the second pay period of the January of the following year). After payment for those additional unused sick days, the employee's total number of accrued sick days shall revert to 180.

Section 14.2

Sick leave is earned and posted at the rate of one (1) day per month of service. Sick leave time with pay will not be granted before the first six (6) months of continuous service, at which time six (6) days will be credited.

Section 14.3

Employees who have been employed by the Town for thirty (30) days or longer shall be eligible for up to 16 weeks' sick leave benefits for non-occupational, "off-the-job" related illnesses or injuries at three quarters of their weekly base pay (excluding overtime) with the following conditions:

- A.** Absences due to non-occupational illness or injury shall first reduce the employee's accrued "sick leave bank" by the corresponding number of days absent. Upon exhaustion of the employee's sick leave bank, disability benefits will be paid disabled Town employees for the remainder of the disability period for a maximum of 16-weeks after the sick leave bank is exhausted.
- B.** The maximum weekly benefit may not exceed \$215.00 per week or three quarters of their base weekly pay, whichever is less.
- C.** An employee may not exceed a total of 16-weeks of benefits under this plan in any consecutive 52-week period.
- D.** All claims requests must be made in writing, within five (5) working days, by completing the disability form available in the Payroll Office. Subject claim must be accompanied by a doctor's statement outlining the employee's proof of disability, duration

and/or period of recuperation, as well as an anticipated return date.

Section 14.4

Sick leave constitutes absence for reasons of illness, injury, quarantine regulations, or when through exposure to a contagious disease a physician certifies that the employee's presence at his/her place of work jeopardizes the health of others.

Section 14.5

When absence is required under the provision of sick leave; an employee or a person acting in his/her stead must notify the employee's supervisor of the reason within one-half (1/2) hour prior to the commencement of the work shift. Failure to report within the stated time limits without satisfactory reason shall cause the action to be considered leave without pay. Sickness during the working day must be reported to the department head or his/her designee.

Section 14.6

Any employee who retires shall be paid one day for any two days of unused sick time (up to 180 days as per Section 13.1) within two (2) weeks of the employee's last working day.

Article XV
Death in the Family

Immediate family shall include parents, spouse, children, brother, sister, grandparents and grandchildren, sister and brother-in-law, father-in-law, mother-in-law, person occupying the position of parent of the employee or spouse, or any relative who is an actual member of the employee's household. An employee shall be granted three (3) working days with pay.

Article XVI
Job Posting and Promotion

Section 16.1

All positions, which are to be filled, will be filled in accordance with the New York Civil Service Law.

Section 16.2

An employee who accepts a promotion or a transfer to a new position within the Town will be allowed to return to his/her previously held position at his/her option within six (6) months from the date he/she began working in the new position.

Section 16.3

An employee who receives a conditional job offer may be required to undergo and pass a physical examination before receiving the position.

**Article XVII
Residency Requirements**

Employees hired after January 1, 1977 must live within the Town unless the Town grants an exception.

**Article XVIII
Vacation**

Section 18.1

Each full-time employee will earn a paid vacation according to the following schedule:

- A. **First Year Vacation:** Employees will be eligible for six (6) working days of paid vacation after completing six (6) months of satisfactory service, provided they are employed continuously from the date of employment through the vacation eligibility date.
- B. **Second Year Vacation:** All employees who work continuously through the last scheduled workday of that year are eligible for 12 working days of paid vacation to be taken in the following year.
- C. **Subsequent Years:** On the last scheduled workday of the year employees become entitled to vacation to be taken the following year.

<u>Years of Continuous Service Starting As of the First Calendar Year:</u>	<u>Working Days of Earned Vacation to be Taken in the Following Year:</u>
3 Years	13 Days
4-7 Years	15 Days
8-10 Years	18 Days

11-13 Years	20 Days
14-15 Years	23 Days
16-20 Years	25 Days
21 Years	28 Days

Section 18.2

Employees will be permitted to accumulate and carry over from year to year, a maximum of forty (40) vacation days.

Any employee who resigns or retires will be paid any unused vacation time within two (2) weeks of his/her last working day. In the event of an employee's death, compensation for unused credit will be paid to his/her estate.

Section 18.3

Vacation leave will be granted to the employee without advance notice in emergency situations.

Vacation leave may be taken only with the prior approval of the employee's department head or his/her designee and at such time as the work of the department permits.

Article XIX
Ordered Military

Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the Reserve of the Army, Navy, Marine Corps, Air Force or Coast Guard will be granted a military duty leave of absence up to 30 continuous working days, with pay, in a calendar year. Such pay shall be at the employee's normal rate less the amount of gross pay received for such military service from the government.

Article XX
Leave of Absence Without Pay

During any leave of absence without pay, earned credits do not accrue.

Section 20.1 - Extended Military Duty

If an employee is required to render military duty, he/she shall be granted a military leave of absence pursuant to Section 243 of the Military Law of the State of New York.

Application of reinstatement must be made within 90 days from the day military service is terminated. Upon return to service with the Employer, all sick and vacation credits to which an employee was entitled at the beginning of that leave will be restored.

Adjustments that would regularly be made to an employee's job title will be awarded in accordance with Civil Service Law and Section 243 of the Military Law of the State of New York.

Section 20.2 - Family Leave

Employees are eligible for family and medical leave pursuant to the provisions of the Family and Medical Leave Act, which leave shall be used concurrently with any paid leave, which is also applicable to the circumstances.

Article XXI Jury Duty and Court Attendance

To meet the obligations as a citizen by serving on juries, an employee will be granted time off with pay for jury duty. The employee will notify the department head of the summons for jury duty within two (2) working days of notification.

Leave with pay will also be granted pursuant to subpoena or other order of court provided the employee is not a litigant in the Court proceeding.

Any compensation received by the employee, except for mileage fees, will be deducted by the Employer from the employee's next regular paycheck.

Article XXII Workers' Compensation

In the event an employee suffers an injury covered by Workers' Compensation, he/she shall be entitled to his/her full pay during the period of his/her disability to a maximum of six (6) months.

Any workers' compensation benefits the employee receives as a result of a claim made by the employee shall be reimbursed to the Town upon receipt of said benefits by the employee. The Town; however, will continue to pay full weekly pay during the term of his/her disability for a maximum period of six months. It is understood that the benefits paid under this paragraph shall be only for temporary disability and shall not cover anyone permanently disabled as a result of injuries sustained on the job.

During the above periods of disability, there shall be no charge against leave credits.

The Employer may require an employee out on workers' compensation to be periodically evaluated by a doctor designated by the Town. In such event, the Employer shall pay for such medical evaluation(s).

Article XXIII
Probationary Employees

A new, full-time employee shall obtain seniority after the successful completion of a probationary period as set forth by the Monroe County Civil Service Commission. An employee shall not be eligible during this probationary period for benefits under this agreement and shall be subject to discharge with or without cause, subject to the provisions of New York Civil Service Law. Upon completion of the probationary period, seniority shall be retroactive to the last date of hire.

Article XXIV
Full-Time Employee Defined

A full-time employee is defined as one who works for the Employer on an annual basis and who is employed regularly 40-hours per week or more.

Article XXV
Disciplinary Action

It is hereby agreed between the parties hereto that the employee's who have been employed by the Employer in excess of the probationary period shall not be suspended without pay, discharged or receive a disciplinary action without just and sufficient cause.

Any employee who is suspended without pay, discharged, receives a disciplinary demotion, letter of reprimand or any other type of written disciplinary action, must be served with a notice of such action and set forth the reason for such action. This notice is to be presented to such employee's at the time the action is taken and a copy is to be served simultaneously upon the employee's Union President.

Any employee alleging that he/she has been suspended without pay, discharged, received a disciplinary demotion, a letter of reprimand or any type of written disciplinary action without just and sufficient cause, shall have full recourse to the grievance procedure outlined in Article 27.

Article XXVI
Seniority and Layoff

Seniority shall be defined as length of continuous service with the Employer in a title. In the event of a layoff, employees within their current job title or grade shall be laid off on the basis of seniority, such employees with the greater seniority being the last laid off. By written notice to the Employer within five (5) working days after layoff, laid off employees shall be entitled to exercise their seniority, as above defined, to displace employees with lesser seniority on job titles previously held by such senior employees, provided they are still qualified to perform such work. Such "bumping" can occur during the five working day notice period. Recall shall be in the inverse order of layoff.

Continuous service shall be defined as permanent service with the Town of Irondequoit without a break in service of more than one year. An employee shall lose his/her seniority upon the following:

- A. Resignation (except where reinstated within a period permitted by applicable provision of the Civil Service Law) or retirement;
- B. Discharge;
- C. Refusal of a recall to employment;
- D. Layoff for a period exceeding 12-months.

The relative seniority of two (2) or more employees hired or appointed on the same day shall be in the order of their hiring or appointing officer.

For the purpose of overtime, vacation and personal leave, seniority shall be defined as length of service within the department.

Each department head will maintain a current seniority list of his/her unit. This list will be used to determine individual employee preference in vacation and leave credit decisions and job seniority.

After six (6) months of continuous service on a particular shift, an employee, unless unqualified, may exercise his/her seniority in respect to choice of shift.

Article XXVII
Grievance Procedure

Each employee shall have the right to present his/her grievance to representatives of the Employer free from interference, coercion, restraint, discrimination, or reprisal and shall have the right to representation at all stages of the grievance procedure.

The term grievance shall be defined as a dispute between the parties to this agreement involving the interpretation or application of any provision of this agreement. A grievance shall not include other matters, which are otherwise reviewable pursuant to law or any rule or other regulation having the force and effect of law.

All grievances shall include the names and position of the aggrieved individual(s) or party, the identity of the provision(s) of the agreement involved in the grievance, the time and place where the alleged event or condition constituting the grievance existed, the identify of the party responsible for causing the event or condition which is grieved, a general statement of the nature of the grievance and the redress sought by the aggrieved party.

STEP 1

A grievance, as defined above, between an employee or a group of employees and the Employer shall be initiated in the first instance by the employee(s) involved and/or the employee(s) representative with the department head of the department involved. The grievance shall be submitted in writing and signed by the aggrieved party or, in the event of a grievance on behalf of the employees, by the representative of such employees. Prior to a grievance being filed, the dispute must first be raised with a supervisor making a good faith effort to resolve the issue/dispute or explore alternative solutions for mutual benefit. This requirement shall not change the requirement that a grievance, if it is to be considered, shall be presented in writing within ten (10) business days from its known occurrence.

The department head will serve a written reply to the aggrieved party or parties within ten (10) business days of the submission of the grievance.

STEP 2

In the event the grievance is not disposed of under Step 1 of this procedure, the aggrieved employee may request a review of the grievance with the Town Supervisor or designee. Such a request will be submitted within five (5) business days from the conclusion of Step 1. The Town Supervisor designee shall serve a written reply to the aggrieved employee within ten (10) business days following the request for review.

STEP 3

If a satisfactory solution is not reached, the employee(s) shall have the right to submit the grievance to final and binding arbitration, within seven (7) working days following the completion of the preceding stage.

by written notice to the NYS Public Employment Relations Board (PERB). The Union shall request a panel of seven arbitrators from PERB and the parties shall alternately strike names from the panel until one name remains, the remaining name to be the duly selected arbitrator. The arbitrator shall promptly hear the grievance and render his/her decision in writing within fifteen (15) days of the date of hearing. Both parties to this agreement will share equally the cost of arbitration.

Either party to the grievance shall have the right to have its representative present at all stages of the grievance procedure. An employee and his/her representative shall be allowed such time off from his/her regular duties as may be necessary and reasonable for the processing of a grievance adopted pursuant to this agreement and without loss of pay or vacation.

The arbitrator shall not have jurisdiction or authority to add, to modify, to detract from or to alter in any way the provisions of the agreement between the Civil Service Employees Association, Inc., Town of Irondequoit Supervisory Unit and the Employer or any amendment or supplement thereto.

If the procedures contained herein have not been adhered to, said grievance shall be denied by the arbitrator.

The time limitations as specified herein may be waived by written mutual agreement of the parties to the dispute for good and sufficient cause.

Article XXVIII **Contracting Out**

No work that is presently being performed by the Town of Irondequoit Supervisory Unit will be contracted out without negotiating the impact of such decision with CSEA, upon request. Similarly, if there is a change in process or new method or technology to perform the service and the Town contracts out such work, the Town shall be required to negotiate the impact of contracting out such work.

Article XXIX **Pledge Against Discrimination**

The Employer and the Union realize that they have a responsibility to promote and provide equal opportunities for employment and it is the positive and continuing policy of the Employer and the Union to apply all provisions of this agreement equally to all employees in the bargaining unit so as to ensure an equal opportunity in employment without discrimination as to race, color, creed, sex, age, national origin,

disability, genetic predisposition or carrier status, or any other classification prohibited by law.

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.

Article XXX
Personnel Files

No material related to an employee's conduct, performance, character or personality, which is derogatory in nature, shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such materials and shall acknowledge that he/she has read such materials by affixing his/her signature on the material to be filed, with the understanding that such signature merely acknowledges that he/she read such material and does not indicate agreement with its contents. The employee who has derogatory material lodged against him/her shall have such material deleted from his/her personnel file when such material has been determined invalid by normal grievance procedures, civil court action or informal hearing with the Town representatives.

Article XXXI
Complete Agreement

The parties agree that during the negotiations that preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, for the life of this agreement, the Town and the Union each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO, THAT THE BENEFITS CONFERRED BY THIS AGREEMENT ARE SUBJECT TO THE APPLICABLE PROVISIONS OF LAW AND TO THE APPROVAL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS

THE APPROPRIATION OF FUNDS FOR SUCH AGREEMENT BY THE TOWN BOARD.

It is further agreed and understood by both parties that this agreement and all provisions herein, are subject to all applicable laws and in the event any provisions of this agreement are held to violate such law, such provisions shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid or illegal provisions had not been a part of this agreement.

Any provisions of this agreement, which are held to be in violation of law, are subject to renegotiation by the parties to this agreement on a substitute provision.

The personnel policies and practices adopted by the Town of Irondequoit will in no way conflict with the labor contract or delete any wages, terms or conditions of employment now enjoyed by the employees covered under this contract. In the event of a conflict between this agreement and the Employer's personnel policies, this agreement shall apply.

Article XXXII
Term of Agreement

This agreement shall become effective as of the date above first written and terminate at the close of business on December 31, 2012.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on January 2007.

TOWN OF IRONDEQUOIT

CSEA, INC., SUPERVISORY UNIT

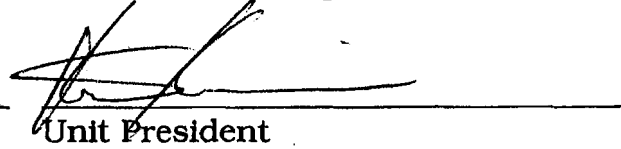
By:

By:


Town Supervisor


Labor Relations Specialist

Chief Negotiator


Unit President


Local President

3/26/07

MEMORANDUM OF UNDERSTANDING

Sick Leave

It is agreed that employee, Keith Kreiser who as of the effective date of this agreement has already accrued more than 180 sick days, will be permitted to use the total number of sick days he/she accrues at the end of one calendar year after the effective date of this agreement, rather than 180 days, as his/her maximum sick day accrual for the purposes of Article 13 – Section 1 and 6. All other provisions of this section will otherwise be applicable to him.

MEMORANDUM OF UNDERSTANDING

Health Insurance

It is agreed that two (2) employees presently with over thirty (30) years experience, Jim Bergen and Bill Roberts, will not be required to pay a health insurance premium co-pay pursuant to Article 9, Section 1 for the life of this agreement.

