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TO
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Lancaster, Town Of And Lancaster
Dispatcher Employee Assn

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWN OF LANCASTER

And

THE LANCASTER DISPATCHER EMPLOYEE ASSOCIATION

January 1, 2002 through December 31, 2004

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In consideration of the mutual covenants and agreements, herein contained, the Town of Lancaster and the Lancaster Dispatcher Employee Association, further referred to as LDEA, through their authorized representatives, agree as follows:

ARTICLE I
PURPOSE OF AGREEMENT

The parties hereto desire to provide, throughout this Agreement: method for orderly collective bargaining between the Town of Lancaster (hereinafter "Town") and the Lancaster Dispatcher Employee Association (hereinafter "LDEA" or "Association"); to secure prompt and equitable disposition of grievances that may arise to establish fair wages, fringe benefits and working conditions for Dispatchers personnel in the negotiating unit; and to promote, to the highest degree, efficiency in providing service to the public.

ARTICLE II
APPLICABLE LAW

This agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the provisions of the New York State Law and also non-conflicting local laws of the Town.

ARTICLE III
RECOGNITION

The Town recognizes the LDEA as the sole and exclusive representative and collective bargaining agent for all Dispatcher personnel in the negotiating unit who are hereinafter referred to, individually as "Public Safety Dispatcher" (PSD) or "Dispatcher".

The negotiating unit is defined as: all Public Safety Dispatchers, employed by the Town of Lancaster, New York pursuant to the New York Civil Service Law, but excluding clerk typists, clerk steno, police officers and all other employees of the Town of Lancaster.

This recognition shall extend for the maximum period of time allowed by law and until the expiration of this Agreement according to its terms. The Town shall not negotiate, during this agreement, with any organization, on behalf of these PSDs, defined herein, other than the LDEA and, unless notified by the Town, the LDEA will undertake to negotiate and represent the same unit for a successive agreement.

ARTICLE IV
LEGISLATIVE REQUIREMENTS

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS 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.

ARTICLE V
MANAGEMENT RIGHTS

The Town reserves and retains solely and exclusively all of its inherent rights to manage the Town as such rights existed prior to the execution of this Agreement and as such rights may be conferred on the Town by future enactments of law or rules and regulations having the force and effect of law.

The sole and exclusive rights of the Town include (subject to any specific provision of this Agreement to the contrary): to establish, change, continue or abolish any or all of the Town's policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, assignments and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in the Town's programs; to judge the effectiveness and competency of employees; to establish and maintain an evaluation program; to establish and change employee schedules; to select, hire, direct, transfer and promote employees; to lay off, terminate and otherwise relieve employees from duty for lack of work; to establish, change and enforce rules for the conduct of employees; to discipline and discharge employees; subject to the rights set forth in this Agreement.

ARTICLE VI
ASSOCIATION RIGHTS

SECTION 6.01 - UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Town agrees that during working hours and on the Town's premises and without loss of time or pay, Association President or designee shall be allowed to perform the following, providing that same does not interfere unreasonably with performance of work or the proper function of the Communication Center:

- (a) Post and distribute Association notices;
- (b) Transmit communications authorized by the local Association or its officers to the Town or its representative;
- (c) Investigation of grievances;

- (d) Two (2) Association members may attend negotiation sessions with the Town representative. If the sessions are scheduled during working hours, the prior approval of the Chief is required.

SECTION 6.02 - DUES

The Town, upon request by the Association, shall deduct from the wages of Dispatchers and remit regularly to the LDEA, the membership dues for those Dispatchers who have signed authorization cards permitting such payroll deductions. The deductions will be made every two (2) weeks on a form of authorization card mutually agreed upon by the parties hereto.

SECTION 6.03 - AGENCY SHOP

Any present or future Dispatchers, represented by the LDEA, who is not an Association member and does not make application for membership, shall have deducted from his/her wage or salary the amount equivalent to the dues levied by the LDEA. The Town shall make such deductions and transmit the sum so deducted to the LDEA, provided, however, the LDEA has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction, which represents the Dispatcher's pro rata share of expenditures by the LDEA in aid of activities or causes only incidentally related to terms and conditions of employment.

SECTION 6.04 - BULLETIN BOARDS

The Town shall install one (1) bulletin board for the exclusive use of the Association in a convenient and reasonable place in the Police Department.

SECTION 6.05 - NO-STRIKE CLAUSE

The Association and the employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike against the Town.

Violation of this paragraph shall be grounds for disciplinary action up to and including discharge.

No lockout of employees shall be instituted by the Town during the terms of this Agreement.

ARTICLE VII
CLASSIFICATION OF EMPLOYEES

SECTION 7.01 - CLASSIFICATION OF EMPLOYEES

Full-Time

2003 - Full-time Public Safety Dispatchers are regularly scheduled for eight (8) hour shifts inclusive of lunch periods on a four (4) day on and two (2) day off work cycle.

Part-time

Part-time Dispatchers are scheduled for a maximum of nineteen (19) hours per week and are ineligible for benefits as described herein.

SECTION 7.02 - NEW JOB CLASSIFICATIONS

The Town agrees that in the event it establishes any new classifications, within the negotiating unit, the Town will furnish the Association with the new job description. The Town will negotiate with the Association on the annual salaries or hourly rate as required by law.

SECTION 7.03 - PROBATIONARY EMPLOYEES

All new Dispatchers shall be considered as probationary employees for the first twenty-six (26) weeks of employment, or the maximum period prescribed by law, whichever is longer. There shall be no seniority among probationary employees. Upon successful completion of probation, the Dispatchers shall be placed on a seniority list with a seniority date of the initial date of hire. Newly hired Dispatchers shall be eligible for bereavement leave, jury duty leave on the first day of employment and health insurance benefits, on the first day of the first full month of employment.

Holidays and PL's will be pro rated according to the date of hire.

For purpose of sick bank accumulation, employee will earn (5) five sick days only to be used to join the sick bank at the completion of probation. Thereafter the employee will earn the normal 1 ½ day per month and will continue to contribute 1 day per year to the bank as stated in accordance with addendum A of contract.

SECTION 7.04 - SENIORITY

Seniority for members shall be determined by the date of permanent appointment to the Department. If two or more members are appointed on the same date, seniority shall be determined by comparison of their rank on the Civil Service List from which they were appointed, with the person holding the highest position receiving seniority over the other or others. If two, or more persons have identical positions on the Civil Service List, seniority shall be determined by the traditional "flip-of-the-coin", with the winner receiving the higher position on the seniority list.

SECTION 7.05 - SELECTION BY SENIORITY

Selection of vacation and legal holidays, for Public Safety Dispatchers will be made according to Unit seniority, with seniority determined by date of hire within the LDEA Unit.

**ARTICLE VIII
WORK WEEK AND OVERTIME**

SECTION 8.01 - WORK WEEK

1/2003 Dispatchers will maintain a four and two work schedule. Employees will be permitted two (2) ten-minute breaks, one (1) in each one-half of each shift. The lunch period and breaks will be uninterrupted. The dispatcher will be allowed to leave the building during the lunch period. If unable to be taken, appropriate compensation will be rendered.

[1/1/2003] The standard scheduled workday shall be eight (8) hours, which includes a one- (1) hour unpaid lunch period.

7/1/2003 The standard workday shall be (8) hours, which includes a one-half (1/2) hour unpaid lunch period and a one-half (1/2) hour paid lunch period. Lunch period will be uninterrupted. Dispatcher will be in immediate radio or phone contact during the lunch period when away from the department.

7/1/2004 The standard workday shall be eight (8) hours, which includes a one (1) hr. paid lunch period. Lunch period will be uninterrupted. Dispatcher will be in immediate radio or phone contact during the lunch period when away from the department.

In the event that the lunch period or any part of is interrupted, the dispatcher will be compensated for one hour with compensatory time or money at the rate of time and one-half. (1-1/2)

In the event of a scheduling change of less than eight (8) hours notice, the affected Dispatcher shall be paid two (2) hours salary at the rate of time and a half, in addition to any other earnings to which he/she is entitled.

SECTION 8.01A - SHIFT SENIORITY/SELECTION

All shifts are to be filled by seniority preference. This provision shall not apply to Dispatchers with less than twelve (12) months or completion of training, whichever is longer.

Dispatchers will state preference for shifts for period commencing January 1st and July 1st of each year, and such preference will be noted when scheduling shifts to every extent possible.

SECTION 8.02 - OVERTIME

A Dispatcher who works full-time or part-time and is required to work in excess of the basic work day or work week as defined in Section 8.01 shall be entitled to overtime pay or compensatory time off equal to one and one-half (1-1/2) times the number of hours worked in excess of the basic work day or basic work week.

SECTION 8.03 - COMPENSATORY TIME

Dispatchers may choose to receive pay or take compensatory time. Dispatchers will be allowed to accumulate a maximum of fifty (50) hours of compensatory time. When a Dispatcher has met the maximum accumulation of compensatory time, all overtime worked thereafter will be compensated for by overtime pay.

Forty (40) hours of any accrued compensatory time carried over into a new calendar year shall be used no later than May 1st of the new calendar year.

The Department Head or his designee shall maintain for each employee a cumulative record of compensatory time earned and taken. An employee cannot receive more compensatory time off than what the employee has earned.

SECTION 8.04 - CALL TIME

A Dispatcher called for duty in addition to or outside her/his regular schedule shift and for time not contiguous to her/his regular scheduled tour, shall be paid a minimum of four (4) hours call-in time at the rate of time and one-half (1-1/2).

Call-ins shall be on a wheel method. The parties recognize that a Police Officer may be used when necessary.

SECTION 8.04a - OVERTIME WHEEL

Effective 1/1/2003 the overtime wheel method will be used for all overtime available to P.S.D.'s when filling either a four-hour shift segment or eight-hour shift.

The Town agrees to create an overtime wheel with dispatchers on a seniority basis.

When the appropriate Dispatcher is called according to the overtime wheel, he/she will be offered the choice of either the full shift or any 4-hour segment of the shift. Any remaining opening will be offered to the next Dispatcher entitled to the overtime according to the overtime wheel.

SECTION 8.05 - TRAINING TIME

Any Dispatcher required to attend in-service training shall be compensated in accordance with straight time and overtime provisions of the Agreement.

SECTION 8.06 - BRIEFING TIME

A ten (10) minute period prior to the commencement of a tour of duty currently used as a briefing period shall remain unchanged. Dispatchers will remain on duty from the start of the briefing period until the close of the regular shift. Such overtime payment for time worked will be paid in February each year.

SECTION 8.07 - TEMPORARY ASSIGNMENT TO MATRON

The employer may temporarily assign Dispatchers to the position of Matron. Assignment may be to Dispatchers on or off duty. If the assignment is made to an off duty Dispatcher, such assignment shall be offered to public safety dispatchers on their regular day off starting with the most senior public safety dispatcher.

SECTION 8.08 - STAFFING REQUIREMENTS

The Town agrees that when meeting minimum staffing levels there would be a minimum of one (1) PSD working within a twenty four-hour (24) period.

**ARTICLE IX
COMPENSATION**

SECTION 9.01 - WAGES	Yearly	Daily rate	Hourly rate
Effective 1/1/2002	\$36,009.00	\$138.4954	\$19.7852
Effective 1/1/2003 - 6/30/2003	\$36,009.00	\$147.57786	\$21.0825.51
Effective 7/1/2003[1/2 lunch]	\$37,295.03	\$152.84850	\$20.3798
Effective 1/1/2004[+ 3%]	\$38,413.88	\$157.43395	\$20.991193
Effective 7/1/2004[1 hr lunch]	\$39,694.340	\$162.68175	\$20.335218

SECTION 9.02 - LONGEVITY

Section 1 - Amount

Each employee covered under this agreement shall receive \$50.00 for each year of full-time service, starting after five (5) years.

Section 2 - Anniversary Date

Employees with an anniversary date between January 1st and December 31st inclusive shall receive the longevity increment in a lump sum amount on the first pay period after each employee's anniversary date.

Section 3 - Pro-Rated for Voluntary Quit

Any employee who voluntarily quits with at least thirty (30) calendar days notice or is discharged except for cause during the eligibility period shall receive the longevity increment due, pro-rata, as of the pay schedule in effect prior to the anniversary date.

Section 4 - Death in Service

In the event of death in service of an employee, payments as indicated in this Article above shall be made to his/her beneficiary or his/her estate.

SECTION 9.03 - UNIFORM ALLOWANCE

Dispatchers will provide their own required uniforms when hired. After one (1) year of service, the annual amount will be pro-rated. In year two (2) of employment, the full amount will be provided. Effective 1/1/2000, the annual rate will be \$500.00 per year and \$600.00 per year on 1/1/2001.

Uniform allowance payments will be made in the first full pay period of January each year.

SECTION 9.04 - DEFERRED COMPENSATION PLAN

The Deferred Compensation Plan currently in effect for employees will continue unless terminated or discontinued by the deferred plan carrier.

SECTION 9.05 - RETIREMENT PLAN

The Town of Lancaster will continue the present retirement plan known as 75(I) and 41(J) currently in effect.

SECTION 9.06 - BRIEFING TIME

The ten (10) minute period prior to the commencement of a tour of duty currently used as a briefing period shall remain unchanged. All unit members are required to be present ten (10) minutes prior to their assigned shift for the purpose of being "briefed" by another unit member or a supervisor.

Effective January 1, 1999 - All Dispatchers will be paid the equivalent of one week's salary for briefing time. This one week salary payment is to be equivalent to the employee's base salary as of December 31st of the year of payment. Payment is to be made in February of the calendar year. Dispatchers hired or separating mid-year will receive a payment based upon the number of full months worked, multiplied by 1/12th of the employee's weekly base salary as of December 31st in the year of payment.

ARTICLE X INSURANCE

SECTION 10.01 - HEALTH AND HOSPITAL INSURANCE

See appendix C

SECTION 10.02 - HEALTH INSURANCE BUYOUT

Any employee who advises the Town in writing (on forms to be provided by the Town) that comparable health care coverage as provided in Section 10.01 of this Agreement is in effect for that employee from a source other than the Town shall be entitled to decline health care coverage from the Town and receive in lieu thereof a cash payment as set forth below.

- (1) **Family Plan** - payment to the employee of a sum equal to fifty percent (50%) of that part of the annual premium paid by the Town of Lancaster for [average] *the lowest* HMO coverage, to be made in equal semi-annual payments on or about April 1st and October 1st of the calendar year.
- (2) **Single Plan** - Payment to the employee of a sum equal to fifty percent (50%) of that part of the annual premium paid by the Town of Lancaster for [average] *the lowest* HMO coverage, to be made in equal semi-annual payments on or About April 1st and October 1st of the calendar year.

SECTION 10.03 - LIFE INSURANCE

Effective 1/1/2000 - The Town shall provide a forty-five thousand dollar (\$45,000.00) Life Insurance Policy for each full-time employee, fully paid for by the Town.

SECTION 10.04 - DENTAL INSURANCE

The Town will purchase full payment of the GHI Dental Plan known as Preferred with 100% prosthetics single plan or family coverage at the employee's option.

SECTION 10.05 - OPTICAL INSURANCE

The Town will Provide Family Optical coverage for Dispatchers, effective January 1, 2000 or as soon as available.

**ARTICLE XI
SICK LEAVE**

SECTION 11.01 - SICK LEAVE

All Dispatchers are allowed to accumulate additional sick time at one and one-half (1-1/2) days per month, which total sick time credit can be accumulated to a maximum of 275 working days. Effective 1/1/2002.

Sick leave is absence with pay necessitated by the illness or other physical disability of the employee. Dispatcher who is ill and unable to report for duty, will notify the Department that he/she will be absent within two (2) hours prior to the start of the Dispatchers next shift.

A Dispatcher on sick leave shall continue to accumulate sick days unless she/he is on sick leave more than eleven (11) work days in a calendar month, in which event she/he will not accumulate sick days for that calendar month.

The Town agrees to allow each Dispatcher to take up to ten (10) sick days per year, which days are to be deducted from the Dispatcher's total, in cases where members of the Dispatcher's immediate family are ill and the presence of the Dispatcher in the home or hospital is necessary.

***Definition** - Immediate family for the purposes of this section, shall be deemed to include current spouse, parent, current parent-in-law, child, stepchildren and grandchildren, significant other, or any person legally residing in the employee's household.

A full-time employee who is absent due to an injury in the course of employment covered by a compensable type injury for five (5) scheduled working days or less, will receive sick leave benefits for days accrued.

If a Dispatcher exhausts all sick days allotted to her/him, the Town agrees to hold the Dispatcher's position available for her/him for one (1) year from the date her/his sick time was exhausted. The Association recognizes that no compensation or benefits of any kind will be required to be made to any such Dispatcher by the Town.

If a Dispatcher has started a vacation period and then becomes ill, the Town agrees to substitute sick leave for vacation leave if the Dispatcher remains ill for a period of three (3) days or more and provided she/he obtains a doctor's verification. Such substitution will be for the period commencing with the first day of illness and extending to the termination of the illness. In the event such substitution is made, the Department may, at its discretion, grant the Dispatcher a vacation period immediately following the illness or allow her/him to schedule a different period to be chosen from a period not otherwise reserved.

Sick leave will be taken in one-half (1/2) day units with the following exceptions; when an emergency situation occurs or an employee becomes so ill during working hours that he/she is unable to continue to work for the remaining hours. Time in one (1) hour units will be charged to sick leave.

In the event of a medical/dental appointment scheduled during working hours, the period of absence in one (1) hour increments will be charged to sick leave.

In the case of status change from regular part-time to regular full-time employment, or vice-versa, the sick leave hours will be converted to full-time days credit.

SECTION 11.02 - SICK LEAVE UPON RETIREMENT

Prior to retirement, a Dispatcher may apply to the Town for a lump sum payment of sixty percent (60%) of the cash value of her/his accumulated and unused sick leave as of the date of retirement. Effective January 1, 1997, new hires are ineligible for this benefit.

The Board will convert such accumulated sick leave into cash value by taking the actual number of the accumulated sick days or hours and multiplying the number of the retiree's current hourly rate of pay. The resulting sum will be paid to the employee on the date of retirement. If the employee dies while in service and has ten (10) or more years of service under the plan in which now enrolled, the said percent of cash value of accumulated sick leave, defined above, will be paid to the beneficiary of her/his estate.

SECTION 11.03 - SICK LEAVE BANK

Employees in this bargaining unit will remain in the non-represented employees sick leave bank (see Addendum A), if any.

**ARTICLE XII
VACATION**

SECTION 12.01 - VACATION ELIGIBILITY

It is hereby agreed that employees represented by the Association are entitled to the following vacation benefits:

Upon completion of :	One year's employment	5 working days
	Two year's employment	10 working days
	Five year's employment	15 working days

One additional vacation day will be granted per year of employment after completion of eleven (11) years of employment to a maximum of twenty-five (25) days paid annually.

SECTION 12.02 - DEFINITION OF A VACATION DAY

A vacation day shall mean a period of time equal to the normal number of hours worked by an employee during the employee's regularly-scheduled work day.

SECTION 12.02A - VACATION SELECTION

Vacation selection will be by seniority. Two (2) weeks together to be made available for vacation selection effective January 1, 2002, selection to be made at regular vacation selection. Selection may consist of one (1) week's allowed vacation five (5) days to be taken in individual days.* Vacation selection shall at all times be subject to the manpower needs of the Department.

*Individual days will be selected by seniority, only after all Public Safety Dispatcher(s) have selected straight full weeks.

SECTION 12.03 - DEFINITION OF A YEAR

A "year of employment" is each consecutive twelve (12) month period of employment with the Town of Lancaster as a full-time employee commencing with the date the employee first began work for the Town as a full-time employee.

SECTION 12.04 - SCHEDULING, PAYMENT UPON SEPARATION

- (a) Vacation scheduling shall be made when possible with due regard for seniority, employee's preference subject to the needs of the department.

- (b) If an employee is separated from Town service for any reason except termination for cause or resignation on less than thirty (30) calendar days' notice, he/she shall be paid in full for any unused vacation to which he/she is entitled. If due to death, the payment will be made to the employee's designated insurance beneficiary.

SECTION 12.05 - ACCUMULATION NOT PERMITTED

Vacations cannot be accumulated and must be taken annually between employment anniversary dates in accordance with the stated entitlement schedule, unless authorized by the department head.

SECTION 12.06 - HOLIDAY WITHIN VACATION PERIOD

If a holiday(s) falls within the vacation period of the employee, the employee shall be allowed to take that holiday day at a future date mutually acceptable to the employee and the department head.

SECTION 12.07 - REINSTATEMENT WITHIN ONE (1) YEAR

When an employee is reinstated in Town service within one (1) year following separation from Town service, the employee shall be credited with prior years of employment for the purpose of vacation benefit entitlement.

SECTION 12.08 - TRANSFER-STATUS CHANGE

In case of interdepartmental transfer, accumulated years of employment shall be transferred with the employee to the department to which he/she is transferred.

SECTION 12.09 - ACCRUED VACATIONS

Notwithstanding any other provisions of law, a member of the Association shall be entitled to be paid in cash at the time of retirement pursuant to civil service law and other statutory provisions of the State of New York for the monetary value of unused vacation and accrued holidays, and in the case of the death of any such active member in active service, such payment shall be made to his/her estate.

SECTION 12.10 - VACATION SELL-BACK

Dispatchers may exercise the option to sell back unused vacation, legal holidays and/or personal days for cash, up to a total of ten (10) days. When exercised, this option is to be completed to department head no later than November 15th of the calendar year, with payment to be made in the first paycheck in December.

ARTICLE XIII
HOLIDAYS

SECTION 13.01 - DAYS RECOGNIZED

All full-time employees shall be given paid holidays for the following recognized holidays:

New Years Day	Easter Day
Patriot's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July Fourth	Christmas Eve
Labor Day	Christmas Day

SECTION 13.02 - HOLIDAY COMPENSATION

If a Dispatcher is scheduled to work on a designated holiday, she/he will be paid straight time for the day and receive a day off at a later time.

If a Dispatcher is scheduled off on a holiday, she/he will receive a day off at a later time.

If a Dispatcher is scheduled off and called in to work, she/he shall receive double-time for all hours worked and receive a day off at a later time.

A dispatcher assigned to work on Easter Sunday, Fourth of July, Thanksgiving and Christmas Day will be entitled to pay at time and one-half.

Dispatchers shall have the right to take as many consecutive legal holidays together to achieve the equivalent of a week of vacation.

This section shall apply to each PSD who is required to report for duty during the 24 hour period, which comprises the holiday commencing at 0001 hours to 2400 hours.

SECTION 13.03 - PERSONNEL SLIP/PUNCH DATE PROCEEDURE

Effective January 1st 2003 the LDEA's policy regarding punch days for each half of the year will be as follows:

All LDEA members will line up by seniority.

Punch day for the first half of the year will be held on the 1st Monday in November at 1600 hrs.

Punch day for the second half of the year will be held on the 1st Monday of May at 0800 Hrs.

Members will be present at the station at the time of punching with the exception of hospitalization, work related off site training, Jury Duty, bereavement leave or on a case by case basis as determined by a majority vote of the membership.

SECTION 13.04 - EXCHANGE OF DAYS

Members who exchange a day with another member, who is on their regular day off, may repay that member with existing accumulated time.

ARTICLE XIV

PERSONAL LEAVE

A personal leave day shall be granted by the Department Head except when to do so would unduly interfere with the Town's operations. A Dispatcher requesting a personal leave day to conduct business of a personal nature shall give the Department Head or his/her designee one (1) working day advance notice in writing, except as otherwise approved by the Chief or his designee or in cases of emergency. A personal leave day granted will be charged to accumulated sick leave.

Effective January 1, 2003, one (1) personal leave day, not charged to sick time, will be added To the established five (5) days, thus allowing six (6) personal leave days available for personal use. Three (3) of the six (6) personal leave days are charged to accumulated sick time.

ARTICLE XV

BEREAVEMENT LEAVE

Dispatchers shall be granted up to three (3) consecutive working days paid leave from the day of death to the day of the funeral or memorial service in the event of the death of the Dispatcher's current spouse, parent, child, sister, brother, grandparent or grandchild.

Dispatchers may be granted two (2) scheduled working days for the death of an aunt, uncle, niece, nephew, father-in-law, mother-in-law, current sister-in-law, current brother-in-law, current daughter-in-law or current son-in-law. One (1) additional day may be granted at the discretion of the Chief where special circumstances may exist.

ARTICLE XVI

MATERNITY LEAVE

A Dispatcher who is disabled as a result of pregnancy shall be permitted maternity leave. Maternity leave shall commence on the date the Dispatcher is incapable of performing her duties and shall terminate on the date the Dispatcher is capable of returning to her regular duties, as determined by attesting medical reports. During such maternity leave, the Dispatcher may utilize accumulated sick leave time. In addition, the employee may have medical insurance premiums paid by the Town according to current health insurance benefits, during such maternity leave to a maximum of six (6) months after the start of leave or exhaustion of sick leave, whichever is later.

ARTICLE XVII
WORKER'S COMPENSATION

A Dispatcher who is absent due to an injury obtained in the course of her/his employment covered by Worker's Compensation will receive her/his regular pay and benefits from the Town, if an employee has sick leave accumulation. The Worker's Compensation check will be given to the Town and a sick leave adjustment will be made. If no sick leave is accumulated, Worker's Compensation payment will be made directly to the employee. Lump sum payments will be made directly to the employee without any sick leave adjustments.

ARTICLE XVIII
LEAVE FOR CIVIL SERVICE EXAMINATION

Upon written application in advance to the Chief of Police, an employee shall be granted a leave of absence with pay on a day when he/she is scheduled to work to permit him/her to take a New York State Civil Service examination for a position within the employment of the Town.

ARTICLE XIX
JURY DUTY

Any regular full-time or regular part-time Dispatcher who has been called to jury duty shall be compensated by the Town of Lancaster for the amount of money necessary to equal the difference between the employee's regular full or part-time pay and the compensation such employee received for jury duty.

A Dispatcher excused from jury duty service on any day while serving on jury duty shall report for work (this shall include an early dismissal). The Dispatcher will present proof of service by a jury duty notice of summons and the amount of pay received for such service.

When a Dispatcher receives notice that he/she is to report for jury duty, he/she shall notify his/her Department Head immediately. A Dispatcher may be requested by the Town to make every reasonable effort to obtain a postponement of jury service if such service time interferes with the normal operation of the department (i.e., winter months, emergency requiring the Dispatcher's presence).

A Dispatcher on jury duty shall continue to receive credit for benefits such as vacations, sick leave, etc. A Dispatcher who is summoned for jury duty shall be excused from work only on those days on which he/she reports for actual jury duty and shall be expected, when feasible, to perform the duties of his/her position of employment.

ARTICLE XX
LEAVES OF ABSENCE

Application for leave of absence shall be filed by the employee, with the head of her/his department. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the head of the department, the application shall be granted only when finally approved by the Town Board.

A regular full-time Dispatcher and a regular part-time Dispatcher may, at the discretion of the Town of Lancaster, be granted a leave of absence from her/his position, without pay, for a period not exceeding two (2) years. Such leave may be extended beyond two years, for periods combined, not in excess of an additional two (2) years, only with the approval of the Town Board and the Civil Service Commission.

When a Dispatcher has exhausted all of her/his sick leave credits and is still incapacitated and unable to perform duties of her/his position, the Town Board may grant a leave of absence without pay for a period not to exceed one (1) year.

ARTICLE XXI
SETTLEMENT OF DISPUTES

A. GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is a dispute which may arise between the parties over the application, meaning or interpretation of the provisions of this Agreement. Grievances are to be resolved at the lowest possible level of the grievance procedure. Grievances shall be settled in the following manner:

Step 1: Any grievance may be discussed, informally, between the grievant and a representative of the Association.

If unresolved, a grievance shall then be presented in writing by the association representative to the Police Chief. Such shall be presented to the Police Chief within thirty (30) calendar days of the occurrence of the grievance. The Police Chief shall respond to the grievance in writing within ten (10) calendar days of such presentation.

Step 2: If the grievance is not resolved, it shall be presented in writing by the Association's authorized representative to the Town Supervisor or authorized representative within ten (10) calendar days after the response of the Chief of Police or designee is due. When presented to the Town Supervisor, the grievance shall include all writings and responses previously made. The Town Supervisor or designee shall discuss the grievance with the Association within ten (10) working days from his receipt of the grievance and shall respond, in writing, within ten (10) working days of such meeting.

Step 3:

If the Association is not satisfied with the Town Supervisor's response. It may within ten (10) working days after receipt of this answer- submit an arbitration demand to the Federal Mediation and conciliation Service (FMCS) with a request for a panel of ten (10) arbitrators from which the parties shall select an arbitrator to hear the matter and proceed in accordance with its accepted rules and procedures.

- (1) The arbitrator shall be requested to issue his/her decisions within thirty (30) calendar days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.
- (2) Expenses for the arbitrator's services and proceedings shall be borne equally by the Board and the Association. If either party desires a transcribed copy of the proceedings, it shall pay for the transcription and make copies available, without charge, to the other party and arbitrator.
- (3) No arbitrator shall have the power to amend, modify or delete any provisions of this Agreement.
- (4) Upon the mutual agreement of both parties, an arbitrator may be requested to hear and make determination on more than one (1) case, even though the cases are not related in any way.

B. DISCIPLINE AND DISCHARGE

- (1) The procedure for taking disciplinary action against any Dispatcher covered by this Agreement shall be as set forth herein. Since covered employees are protected by Sections 75 and 76 of the Civil Service Law, the Association waives any rights under the Civil Service Law (Sections 75 and 76) and substitute in its place the procedures of this Article.
- (2) Disciplinary action shall include: oral reprimand, written reprimand, suspension without pay or discharge.
- (3) If a supervisor has reason to reprimand a Dispatcher, it shall be done privately, except for the presence of an Association representative and in a manner that will not embarrass the Dispatcher before other employees or the public.
- (4) If disciplinary action is to be taken against a Dispatcher, other than oral or written reprimand, notification of such shall be given the Dispatcher and the Association President in writing. Such notice shall state the reason for the disciplinary action and the penalty imposed.
- (5) Nothing herein shall prevent the Chief of Police from suspending an employee without pay pending further disciplinary action in the event of a serious violation.

- (6) Provided there are no further instances of a similar nature, a written reprimand shall be removed from the Dispatcher's file after twelve (12) months from the date thereof.
- (7) No record or reference to a complaint, either departmental or external, lodged against a member, will be entered into his/her record if after investigation the complaint is decided, by the Town, to be unfounded.

An employee who has a complaint lodged against him/her by a citizen shall have a copy of the complaint issued to him/her in its entirety. Names, addresses and other things that identify complainant (i.e., place of employment) will be stricken when necessary as determined by the Chief of Police.

- (8) A member shall receive a copy of every entry included in his/her personnel file.

C. GRIEVANCE FORM

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

- (1) Identify the grievant.
- (2) The provisions of this Agreement which are involved in the grievance shall be identified.
- (3) Time and place and, if known, the identity of the person responsible for causing such events or conditions sought by the grievant.

D. TIME LIMITATIONS

Time limitations in the grievance procedure may be extended and steps may be passed by mutual agreement, in writing.

E. GRIEVANCE MEETINGS

Any grievance meeting held pursuant to this Article during an employee's working hours with the Town shall be without loss of wages for the employees present at such meeting.

ARTICLE XXII GENERAL PROVISIONS

SECTION 22.01 - PLEDGE AGAINST DISCRIMINATION AND COERCION

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

- (B) All reference to employees in this Agreement designate both sexes, and wherever one gender is used, it shall be construed to include both male and female employees.
- (C) The Board agrees not to interfere with the rights of Dispatchers to become members of the Association and there shall be no discrimination, interference, restraint or coercion by the Town or any Town representative against any Dispatcher because of Association activity in an official capacity on behalf of the Association.

SECTION 22.02 - BILL OF RIGHTS

The provisions of this Article shall not apply to criminal investigations or investigations of possible criminal activity or violations.

The interrogation of members shall be conducted at reasonable hours, preferable, when the Dispatcher is on duty during daylight hours, unless the exigencies of the investigation dictate otherwise.

An employee, who is under investigation for a matter, which would not constitute a crime, must be informed of the name of the officer in charge of the investigation prior to the employee's interrogation and the names of the officers who will be conducting any portion of the interrogation.

SECTION 22.03 - WORK RULES

- (A) The Town agrees to discuss changes in existing work rules or the establishment of new work rules with the Association.
- (B) In the event an agreement cannot be reached between the parties, then the Town may implement such work rule changes, however, the Association retains the right to utilize the grievance arbitration provision of this Agreement to restore the work rule to the status quo for good cause shown.
- (C) When existing rules are changed or new rules are established, they shall be posted prominently on the department bulletin board.
- (D) The Town agrees to furnish each Dispatcher with a copy of all work rules on or before the date they become effective. Newly hired Dispatchers shall be provided a copy of the rules at the time of hire.
- (E) Any complaint as to the reasonableness of any new or existing rule or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the grievance procedure.

SECTION 22.04 - JOINT SAFETY COMMITTEE

The LDEA and the Town will establish a Joint Safety Committee consisting of two (2) representatives from each party for the purpose of investigating and correcting apparently unsafe conditions and of encouraging employees to engage in safe work practices. The employees will cooperate to that end and will encourage all employees to work in a safe manner.

The Town will welcome at any time from any member, suggestions which offer practical and economically feasible ways of improving safety conditions.

SECTION 22.05 - CONFORMITY TO LAW

If any provision of this Agreement is or shall be at any time contrary to law, such provision 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.

SECTION 22.06 - AMENDMENT AND WAIVER

This Agreement may not be modified in whole or in 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 considered to constitute a continuing waiver of the right to enforce any provisions.

SECTION 22.07 - FILE CABINET/DRAWER

A drawer will be provided in the conference room for LDEA materials. A three (3) drawer file cabinet with a lock will be provided in Headquarters and shall be used only to store LDEA records.

SECTION 22.08 - EDUCATION

Effective 1/1/2003 the Town will post notice of Public Safety Dispatcher education and training opportunities. Notice of all education opportunities or job related courses should be posted on bulletin board signifying the Town's intention to train a member or members.

The town will only send members to those courses, which are posted. Every dispatcher will be afforded an equal opportunity to attend education and training opportunities.

The wheel format shall be utilized to determine eligibility for attendance at educational and training opportunities. Every member shall be placed on the wheel rotation. Members who desire to be considered for selection for the posted opportunity shall sign their names to the notice.

Members that are not selected shall resume their position on the wheel rotation. The selected member(s) will be placed at the bottom of the wheel rotation. Selected member(s) must attend session except for emergency circumstances.

SECTION 22.09 - SPECIAL DETAILS

The Town shall post all special details that would become available to members. Interested member(s) will sign their names to the notice. Only member(s) that sign the list will be selected for the detail.

The wheel format will be used to afford equal opportunity to all members. Seniority shall determine position on the wheel. Members not selected will maintain their position on the wheel. The member(s) selected or assigned to the detail will be placed at the bottom of the list.

**ARTICLE XXIII
DURATION OF REOPENER**

SECTION 23.01 - RENEWAL OF AGREEMENT

The Town and the Association agree to commence negotiations for a successor or amended contract within thirty (30) days following either party's submission of contract proposals for such contract. Contract proposals should be exchanged no later than ninety (90) days prior to the expiration of the contract.

SECTION 23.02 - DURATION

The term of this Agreement shall be retroactive from January 1, 2002 to December 31, 2004.

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

THE TOWN OF LANCASTER

LANCASTER DISPATCHER EMPLOYEE
ASSOCIATION

By: Robert D. Giza
ROBERT GIZA

By: Carolanne Kerl
CAROLANNE KERL

Town Supervisor

President

ADDENDUM A

SICK BANK NON-UNION EMPLOYEES TOWN OF LANCASTER

In order to aid employees who have suffered prolonged illness and whose regular sick leave has been exhausted, a sick leave bank is hereby established, effective January 1, 1988. The sick leave bank will consist of sick time contributed by both the Town of Lancaster and the sick bank members.

1. Only those employees who are eligible for sick leave benefits, pursuant to "Personnel Rules for Employees in the Service of the Town of Lancaster" adopted August, 1984, may become members of this sick bank. This sick bank excludes Town employees who belong to a collective bargaining unit, namely the Cayuga Club and the C.S.E.A. Local #815. Non-union members of the Highway and Buildings Maintenance Departments who are expressly covered per Town Board Resolution by the provisions of a union contract, including, but not limited to the Foremen of Highway and Buildings Maintenance Departments, are also excluded from participation in this sick bank.
2. Since not all members of the sick bank will have a standard number of hours in their normal work day, the bank will, in general, be accounted for in units of hours as opposed to days. This will normalize records for full and part-time employees, as well as salary and hourly employees. Also, the sick bank will be accounted for on a calendar year basis.
3. The Town of Lancaster will make an initial contribution to the sick bank based on the initial members who join as of January 1, 1988. For each of those employees, the Town will contribute the amount of hours equal to each member's normal working day. Specifically, for each full-time hourly employee, eight (8) hours. For any other member, the amount of hours contributed by the Town will depend on the normal number of hours in the employee's work day, as specified by the employee's department head. Thereafter, the Town will be responsible for maintaining a minimum level of hours in the sick bank per year, as stated in Section 7 below.
4. Any employee who wishes to become a member of the sick bank as of January 1, 1988, shall contribute the number of accumulated sick leave hours equal to five (5) of his/her normal work days from their accumulated sick leave. Any employee hired after the above date who wishes to become a member must complete one year of service in order to participate. Upon completion of one year of service, the employee must contribute the number of accumulated sick leave hours equal to five (5) of his/her normal work days. In addition, if the employee was hired during the period January 1, to June 30, he must contribute an additional number of hours equal to one work day. If hired during the period July 1 and December 31st, he must contribute an additional number of hours equal to one-half (1/2) of one work day.

5. Any employee who elects to join the sick bank after his day of hire or after the date of establishment of the sick bank, must contribute an initial number of accumulated sick leave hours equal to five (5) of his/her normal work days, plus one (1) day's worth of hours for each January 1 which has past since the date of establishment of the sick bank or from the date of hire, whichever occurs last.
6. On January 1 of each year, every employee who was a member of the sick bank on December 31st of the prior year, must contribute the number of accumulated sick leave hours equal to one (1) of his/her normal work days from their accumulated sick leave to the sick bank.
7. As stated above in Section 3, the Town will be responsible for maintaining a minimum amount of hours in the sick bank. If on January 1 of every year, after the employees' contributions have been added to the bank, the number of hours in the sick bank is less than five (5) "days" times the number of members in the sick bank, i.e., the sum of the following calculation made for each member: $5 \times$ (the number of hours in the member's normal work day), the Town will contribute not more than 105 hours (approximately 15 "days" times 7 hours) to bring the total to a maximum of that level. The only other time during the year that the Town shall be responsible for contributing additional days to the sick bank is if the number of hours should reach a level of zero. If this situation should occur, the Town will contribute a maximum of 105 hours, except that in no case will the Town contribute more than 140 hours in any calendar year.
8. Any member of the sick bank who has exhausted all of his accumulated sick leave, may apply, or re-apply, for additional sick leave from the sick bank created herein by making a request for such, in writing, to the Supervisor of the Town of Lancaster. The Supervisor may then consult with the employee's department head for input on the matter. This approval must be in writing on a form prescribed by the Supervisor.
9. An employee will not be required to use his vacation leave accruals before being allowed to utilize the sick bank. An employee may elect to use his vacation accruals as sick leave.
10. If the sick bank is ever discontinued, unused sick leave in the bank will be equally distributed to those employees who are members of the sick bank at the time of discontinuation.
11. If a member of the sick bank retires or is separated from employment from the Town of Lancaster for any reason, no sick bank hours will be returned to him upon separation, regardless of whether or not he ever utilized the sick bank.
12. An employee who has been granted sick bank leave will not continue to earn regular sick leave accrual while he is utilizing sick leave time from the sick bank. That is, an employee off on sick bank leave is not considered to be a "full pay status" for purposes of computing sick leave accrual.

ADDENDUM B

The following is the procedure for administering the "wheel method" as described in Article VIII - Work Week and Overtime, Section 8.04 - Call Time.

Example: 1st call Carolanne Kerl
 Sharon Brooks
 Sharon A. Cohan
 Jane Firestone
 Jennifer Takacs

2nd call Sharon Brooks
 Sharon A. Cohan
 Jane Firestone
 Jennifer Takacs
 Carolanne Kerl

NOTE: In the event of no answer, continue on to the next name, until the call is covered.
 In the event of refusal, or overtime worked, name will be placed at the bottom of the list.

New hires will be added in seniority order.

A chart of the above will be maintained in the Dispatch Office.

Appendix c

December 18, 2002

Ms. Carolanne Kerl
LDEA President
525 Pavement Road
Lancaster, NY 14086

02 DEC 19 7:20

Re: Letter of Intent
CSEA Health Insurance Plan

Dear Unit President:

In an attempt to resolve the insurance matters before the parties, the Town will implement the following plan effective February 1, 2003, or as soon thereafter as practicable:

Community Blue III with a \$7.00 drug co-pay plan

The Community Blue III Plan will be to sole HMO offered to the unit.

However, the current employees who now participate in health insurance plans will be able to retain the benefits of Community Blue I with a \$7.00 drug co-payment plan.

Attached is a comparison of the benefits between the two plans.

The Town will self-insure the difference between the plans through a third party administrator.

The procedure will operate as follows:

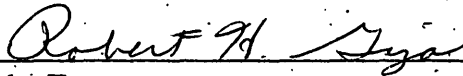
1. Employees when using the plan services will pay the co-pays as described in CB III.
2. Receipts for the payments will be sent directly to Flex Care. When processed the employee will then be reimbursed from the Town the differences between CB I and CB III.

3. This plan arrangement will be made for current employees only. New hires will be enrolled in CB-III without reimbursement.
4. Any disputes or problems with this procedure will be resolved between the parties.
5. Effective January 1, 2003, employees who participate in the above plan will pay the differences in premium between the traditional plan and the lowest HMO premium per month unless the plan is no longer available as determined by Blue Cross/Blue Shield.

The commitment from Blue Cross/Blue Shield for a single dollar prescription co-pay is assured until December 31, 2003. At that time this understanding between the parties will be reviewed.

The Town will continue its prescription co-pay reimbursement for differences which occurred on January 1, 2002 until the revised plan is placed in effect.

The Town also reserves the right to re-open this procedure after one year to review the terms and experience with the procedure. An additional reason for this re-opener may depend on changes unilaterally imposed by the carrier.



For the Town

Acknowledgment by the Unit



LDEA Unit President

BENEFIT PLAN COMPARISONS

The following are the only differences between the plans

Co-payments

	Community Blue I	Community Blue III
Office Visit Primary Specialist	\$ 5.00 \$10.00	Original \$15.00 \$10.00 Advantage \$10/20 or \$15/15
Outpatient Mental Health Visits	Visits 1-5 \$10.00 co-pay Visits 6-20 50% co-pay	Visits 1-20 50% co-pay
Outpatient X-Ray and Other Diagnostic Procedures	No co-payment	\$15.00 co-pay Advantage \$20/\$15
Emergency Room Visits	\$35.00 (waived if admitted)	\$50.00 (waived if admitted)
Ambulance	No co-payment	\$50.00 co-payment
Durable Medical Equipment	20% co-payment	20% co-payment with prosthetics rider
Prescription Drugs	Both plans have a \$7.00 drug co-payment	