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AGREEMENT

BETWEEN

AFSCME N.Y. COUNCIL 66, LOCAL 1304 - A
(TOWN OF ALLEGANY EMPLOYEES' UNION)

AND

TOWN OF ALLEGANY

RECEIVED

JUN 19 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

1/1/04 - 12/31/08

9

TABLE OF CONTENTS

	<u>PAGE</u>
STATEMENT OF PURPOSE	5
ARTICLE I RECOGNITION	5
ARTICLE II UNION SECURITY	5
Section 1. Aid to Other Unions	5
Section 2. Union Dues and Initiation Fee	6
Section 3. Union Representation	7
Section 4. Supplemental Agreements	7
Section 5. Union Business Leave of Absence.....	7
Section 6. Union Bulletin Board	8
Section 7. Access to Premises	8
ARTICLE III MANAGEMENT RIGHTS	8
ARTICLE IV SPECIAL CONFERENCE	8
ARTICLE V GRIEVANCE PROCEDURE	9
Section 1. Grievance Procedure	9
Section 2. Grievance Procedure - Time of Answers.....	10
ARTICLE VI DISCHARGE AND DISCIPLINE	11
Section 1. Discipline	11
Section 2. Personnel Records	12
Section 3. Use of Past Record	12
ARTICLE VII SENIORITY	12
Section 1. Seniority	12
Section 2. Seniority Probationary Employees.....	13
Section 3. Loss of Seniority	13
ARTICLE VIII PROMOTIONS	14
Section 1. Non - Competitive Positions	14
Section 2. Competitive Positions - Civil Service Law.....	15
ARTICLE IX LAYOFF	15
Section 1. Layoff Defined	15
Section 2. Recall Procedure	15

ARTICLE X	TRANSFER AND FILLING OF VACANCIES	16
	Section 1. Transfer of Employee	16
	Section 2. Filling of Vacancies and New Positions in Non - Competitive Jobs	16
	Section 3. Filling of Vacancies and New Positions in Competitive Jobs	16
	Section 4. Temporary Assignments	16
ARTICLE XI	REINSTATEMENT OF VETERANS LAW	17
ARTICLE XII	LEAVE OF ABSENCE	17
	Section 1. Leaves of Absence	17
	Section 2. Educational Leave of Absence	18
ARTICLE XIII	SICK LEAVE OF ABSENCE	18
	Section 1. Sick Leave	18
	Section 2. Buy - Back of Sick Days at Retirement	19
	Section 3. Sick Leave Incentive	19
ARTICLE XIV	FUNERAL LEAVE	19
ARTICLE XV	PERSONAL LEAVE	20
ARTICLE XVI	HOURS OF WORK	20
	Section 1. Hours of Work	20
	Section 2. (a) Overtime Pay	21
	(b) Assignment of Overtime	21
	Section 3. Shift Premium	22
	Section 4. Call Time	22
	Section 5. Differential for Working Foreman.....	22
	Section 6. Water Maintenance	22
	Section 7. Compensatory Time	23
ARTICLE XVII	HOLIDAY PROVISIONS	23
	Section 1. Paid Holidays	23
	Section 2. Holidays Falling on a Weekend	24
ARTICLE XVIII	VACATION ELIGIBILITY	24
ARTICLE XIX	LONGEVITY	25
ARTICLE XX	WAGE RATE	26
	Section 1. Wage Rate	26
	Section 2. Pay Advance	27
ARTICLE XXI	HOSPITALIZATION	27
	Section 1. Eligibility	27

Section 2. HMO Options	.....	28
Section 3. Dental Insurance	.....	29
Section 4. Preventative Drugs	.....	29
Section 5. Drs. Appointments re: Job Related Injuries	.....	29
Section 6. Health Insurance Upon Retirement	.....	29
Section 7. Spouse Option	.....	30
Section 8. Insurance Fund	.....	30
ARTICLE XXII	NEW YORK STATE DISABILITY	31
ARTICLE XXIII	GENERAL PROVISIONS	31
Section 1. Employee Work Teams	.....	31
Section 2. Regular Part - Time Employees	.....	31
Section 3. Safety Committee	.....	31
Section 4. Temporary Employees	.....	32
Section 5. Seasonal Employees	.....	32
Section 6. Pledge Against Discrimination	.....	32
Section 7. Subcontracting	.....	32
Section 8. Protective Clothing	.....	33
ARTICLE XXIV	SAVINGS CLAUSE	33
ARTICLE XXV	PENSIONS	33
ARTICLE XXVI	STATUTORY CLAUSE	33
ARTICLE XXVII	TERMINATION AND MODIFICATION	34
APPENDIX "A", "B", "C"	.....	36
APPENDIX "D" AND "E"	.....	37

AGREEMENT

STATEMENT OF PURPOSE

This Agreement entered into by the Town of Allegany, Cattaraugus, New York, hereinafter referred to as the Employer, and AFSCME Local 1304 - A and Council 66 of New York, the American Federation of State, County and Municipal Employees, AFL - CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

NOW, THEREFORE, it is mutually AGREED, as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, and other conditions of employment for the term of this Agreement of all permanent employees of the Employer in the Highway Department.

ARTICLE II

UNION SECURITY

Section 1. Aid To Other Unions

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.

Section 2. Union Dues and Initiation Fee

(a) Payment of Dues: Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Payroll Deduction Form.

(b) Payroll Deduction Form: During the life of this Agreement and in accordance with the terms of the Form of Authorization for Payroll Deduction, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By - Laws of the Union from the pay of each employee who executes or has executed the Authorization for Payroll Deduction Form. All permanent employees shall authorize such deduction.

(c) When Deductions Begin: Check - off deductions under all properly executed Authorization for Payroll Deduction Forms shall become effective at the time the application is signed by the employee and shall be deducted from the first (1 st) pay of the month and each month thereafter.

(d) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial Officer of the Local Union with a list for whom dues have been deducted as soon as possible before the tenth (10 th) day of the following month.

(e) Termination of Dues Deduction: Any employee shall cease to be subject to check off beginning with the month immediately following the fifteenth (15) day of the month in which they are no longer a member of the bargaining unit, at which time the employee shall be placed on the agency fees listing. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(f) Disputes concerning membership: Any disputes concerning employee's membership in the Union shall be subject to the grievance procedure if not resolved.

Section 3. Union Representation

It is mutually agreed that the principle of proportional representation which reflects a steward in the department is a sound and sensible basis for representation.

(a) The department shall be represented by one (1) steward who shall be a regular employee.

(b) The steward, during their working hours, within reason and agreement, without loss of time or pay, may investigate and present grievances to the Employer.

Section 4. Supplemental Agreements

(a) No provision of this Agreement may be deleted or changed and no provision may be added to this Agreement by implication or by any other means except by a written amendment to this Agreement, signed by each party.

(b) During the term of this Agreement, either party may propose that this Agreement be amended, but the other party is not obliged to negotiate or to agree to any proposed amendment.

(c) No provision of this Agreement may be waived by implication or by any other means except by a written document signed by each party.

Section 5. Union Business Leave of Absence

(a) One (1) member of the Union elected to attend a function of the International Union, such as a convention or an educational conference, shall be allowed time off without pay to attend such conferences and/or conventions for the Local Union, or Union Council.

(b) Such time off without pay shall be limited to forty (40) hours a year, accumulated to eighty (80) hours over a two (2) year period. Any additional time off will be allowed without pay upon the approval

of the Superintendent of the Highway Department for the Town of Allegany.

Section 6. Union Bulletin Board

The Employer will provide a bulletin board.

Section 7. Access to Premises

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL - CIO representatives of Council 66 and/or representatives of Local 1304 - A to enter the premises at any time for individual discussion of working conditions with an employee, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees. Representatives must first notify the Supervisor or Superintendent.

ARTICLE III

MANAGEMENT RIGHTS

Except as expressly limited by other provision of this Agreement, the Union recognizes the right of management to manage its affairs and to direct the work force.

ARTICLE IV

SPECIAL CONFERENCE

(a) Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance

and upon three (3) days' notice, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and the Union representatives. This meeting may be attended by a representative of the Union, Council 66 and/or a representative of the International Union.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property immediately preceding a conference to confer with the Union, Council or International representatives.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Grievance Procedure

Any employee having a grievance in connection with their employment shall present it to the Employer as follows:

- STEP I:
- (a) The steward with or without the Employee, may discuss the grievance with the immediate supervisor.
 - (b) If the matter is thereby not disposed of it will be submitted in written form by the steward to either the Supervisor or Superintendent of the Department, which ever may apply.
- STEP II:
- (a) If the Department Supervisor or Superintendent's answer is not satisfactory, the grievance may be referred to the Local Union President who may submit his appeal on an agenda to the Employer. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievance, or grievances, appearing on the agenda within five (5) calendar days from

the date the agenda is received by the Employer, unless extended by mutual agreement.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the representative of the Employer.

STEP III: If the representatives of the Employer and the Union do not dispose of the matter, and the Union feels that the matter should be carried further, it shall within thirty (30) days of the Employer's answer refer the matter to the New York State Public Employment Relations Board, Mediation and Arbitration Service for the selection of an impartial Arbitrator to be selected by the Union and the Employer, to determine the dispute. No Arbitrator functioning under this Step of the grievance shall have any power to amend, audit or delete any provision of this Agreement. The decisions of the Mediator or Arbitrator shall be final and binding on both parties to this Agreement. The fees and expenses of the Arbitrator or Mediator shall be shared equally by both parties.

Section 2. Grievance Procedure - Time of Answers

The Employer will answer in writing any grievance presented to it in writing by the Union as follows, except that the time period in the grievance procedure can be extended by mutual agreement:

- (a) By the Superintendent or its designee within three (3) working days;
- (b) By the designated representative of the Employer within ten (10) working days of the meeting at which the grievance was discussed;
- (c) The grievance must be presented in writing by the steward to the Superintendent within fifteen (15) calendar days after knowledge of its occurrence in order to be a proper matter of the grievance procedure.

ARTICLE VI

DISCHARGE AND DISCIPLINE

Section 1. Discipline

(a) The only procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be in the spirit of progressive discipline and shall follow the consecutive actions or measures specified within Section 1 (c) below. If the employer has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

(b) Employees covered under Section 75 and 76 of the Civil Service Law shall have the right to choose between utilizing the Statutory Procedure or the Grievance and Arbitration Procedure of this Agreement. Election of either precludes the use of the other.

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

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

(d) The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of any employee the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. The written notification shall indicate that one copy has been sent to the Union President and the authorized representative of the American Federation of State, County and Municipal Employees, AFL - CIO District Council 66. Notification to the Union shall be done within twenty - four (24) hours of notice to the employee.

(e) When the Employer feels there is just cause for a disciplinary or discharge action to be taken against an employee, the action may be processed by the Union as a grievance matter at the 2nd Step of the Grievance Procedure within five (5) working days of receipt of such notification, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

Section 2. Personnel Records

All employees covered by this Agreement shall have the opportunity to review their personnel file maintained by the Town of Allegany. This file shall contain their personnel application evaluations and all letters of commendation, reprimand, suspension and any and all actions that have taken place during his employment. An authorized Union representative or representatives authorized by the individual employee and with his written permission, shall be allowed to review an employee's personnel file, in the filing and/or processing of a specific grievance. A copy of any document dealing with discipline or job evaluations shall be forwarded to the employee concerned within ten (10) work days of it being placed in said employee's personnel file.

Section 3. Use of Past Record

In imposing any discipline on a current charge other than charges of drinking and accidents caused through the operation of the employer's vehicle, the Employer will not take into account any prior infractions which occurred more than 18 months previously.

ARTICLE VII

SENIORITY

Section 1. Seniority

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

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

(c) The Employer will keep the seniority list up - to - date at all times and will provide the Local Union Secretary with up - to - date copies, at least once per year, in accordance with records provided the Employer from the Civil Service Office in Little Valley, New York.

Section 2. Seniority Probationary Employees

(a) New employees hired in the bargaining unit shall be considered as probationary employees for a maximum of six (6) months of their employment. The probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period they shall be placed on the seniority list. There shall be no seniority among probationary employees. During the probationary period, the employee shall only be entitled to Bereavement Leave, Jury Duty Leave and after thirty (30) days Health and Medical Insurance, as outlined in this Agreement. Upon completion of their Probationary Period the employee shall be entitled to all benefits afforded to all full - time employees, with their sick days retroactive to their date of hire.

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

(c) Seniority shall be determined within the bargaining unit in accordance with the employee's last date of hire.

Section 3. Loss of Seniority

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

(a) The employee quits;

(b) The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement;

(c) The employee is absent for five (5) consecutive working days, without notifying the Employer (for good reason exceptions may be made by the Employer). After such absence, the Employer will send written notification to the employee at their last known address that the employee has lost their seniority and their employment has been terminated;

(d) if the employee does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exception may be made by the Employer;

(e) return from sick leave and leaves of absence will be treated the same as (c) above, except that sickness leave of absence for a period of five (5) years shall cause loss of seniority;

(f) The employee retires.

ARTICLE VIII

PROMOTIONS

Section 1. Non - Competitive Positions

Promotion to a higher job classification shall be according to seniority. Should occasion arise wherein the Employer should seek to promote a qualified employee who has less seniority than some other qualified employee, the matter shall be referred to the representative of the Union and the Employer to be settled as a grievance under ARTICLE V of the Grievance Procedure. Should a vacancy occur in a supervisory position, the Employer will promote from within the ranks of the employees.

Section 2. Competitive Positions - Civil Service Law

Probationary period, promotions, layoff or demotions because of abolition of positions or curtailment of funds, and recall shall be handled in accordance with the applicable provisions of Civil Rules for the Town of Allegany, and if no rules apply, then the rules of Cattaraugus County.

ARTICLE IX

LAYOFF

Section 1. Layoff Defined

(a) The word "layoff" means a reduction in the working force due to a decrease of work.

(b) If it becomes necessary to conduct a layoff, the following procedure will be mandatory. Probationary employees will be laid off first before full time employees, with any further staff reduction occurring in order of seniority.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date that the notices are issued to the employees.

Section 2. Recall Procedure

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in ARTICLE VII, Section 2-c, provided they meet the requirements of the job. Notice by telephone, and/or personal contact, and/or by registered or certified mail shall be delivered to the employee at his last known address.

ARTICLE X

TRANSFER AND FILLING OF VACANCIES

Section 1. Transfer of Employees

If an employee is transferred to a position under the Employer not included in the bargaining unit, the employee shall hold their accumulated seniority while working the position to which they were transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 2. Filling of Vacancies and New Position in Non - Competitive Jobs

In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of ability and seniority. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in the Town at least four (4) working days prior to filling such vacancy or newly created position.

Section 3. Filling of Vacancies and New Positions in Competitive Jobs

Such vacancies and new positions will be governed by the applicable provisions of the Civil Service Law for the State of New York and any applicable Civil Service Rules for the Town of Allegany and if none, then the rules for Cattaraugus County.

Section 4. Temporary Assignments

Temporary assignments in a higher classification involving higher pay for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., must be granted to the senior employee in that Department who meets the requirements for such jobs. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy if the

filling of such vacancy is for eight (8) hours or one (1) day.

ARTICLE XI

REINSTATEMENT OF VETERANS LAW

The re - employment rights of employees and probationary employees will be governed by applicable laws and regulations.

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

ARTICLE XII

LEAVE OF ABSENCE

Section 1. Leaves of Absence

Leaves of absence for reasonable periods as defined below may be granted by mutual agreement of the Local Union and the Employer, without loss of seniority for:

- (a) Serving in any elected position in the Union (Union Business),
- (b) Maternity Leave,
- (c) Military Leave,
- (d) Illness Leave (physical or mental),
- (e) Prolonged illness in immediate family or spouse, children, step - children, or wards,
- (f) Education Leave,
- (g) Funeral Leave.

Section 2. Educational Leave of Absence

Employees shall be granted leave of absence for a period of up to two (2) years in order to attend school full - time, provided that the attendance of such courses are of mutual benefit to the employee and the Employer.

ARTICLE XIII

SICK LEAVE OF ABSENCE

Section 1. Sick Leave

(a) All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with a maximum accumulation of one hundred eighty (180) days.

(b) When an employee finds it necessary to be absent because of illness, the employee shall report the fact at least 30 minutes prior to the start of his or her shift. The employee shall report to the Town Highway Superintendent or the Town Supervisor.

(c) After three (3) days of consecutive illness, a doctor's certificate will be required for paid sick leave following the said three (3) days.

(d) Should the Town Board of Allegany have reasonable cause to believe that an employee may be abusing their sick leave privileges, the Town Board shall inform the employee in writing of the suspected abuse, and thereafter the employee may be required, regardless of duration of absence, to submit a Doctor's certificate before such absence may be charged against their accumulated sick leave. Abuse of sick leave privileges shall be cause for disciplinary action. Should the employee or Union feel that the action taken by the Town Board is arbitrary or capricious, the employee or Union may invoke the grievance procedure.

(e) All doctor's and dentist's appointments will be chargeable to sick leave except as provided in Article XXI Section 5.

(f) Any employee has the option to use four (4) days of the twelve (12) days per year for family sick leave.

(g) Any employee may take sick leave in ¼ hour (15 minute) increments.

Section 2. Buy - Back of Sick Days at Retirement

(a) Upon retirement under the New York State Retirement System, the employee will be paid in the amount of 50% of their accumulated sick leave payable at the current hourly rate over a four (4) year term. In the event of death, payment is to be made to the estate of the employee, per Agreement.

(b) To be eligible for such payment upon retirement, the employee shall give written notice to the Town of Allegany prior to September 30 th of the year, preceding the year of retirement. Such notification will also serve as the required notice of retirement.

Section 3. Sick Leave Incentive.

The Town of Allegany agrees to the buy - back of all sick days in excess of 90 days at one - half (1/2) the current hourly rate. Payment for buy - back shall be made in the first (1 st) pay period of December in each year, not to exceed six (6) days full pay in any year.

ARTICLE XIV

FUNERAL LEAVE

(a) In the event of a death in the immediate family of the employee, he shall be entitled, when so required, to the next three (3) days with regular pay (Saturday and Sunday to be excluded but without pay unless it is a regularly scheduled work day) to arrange for or to attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, mother, father, sister, brother, step - sister, step - brother, mother - in -law, father - in -law, step - children, grandparents, and spouse's

grandparents. The foregoing time shall not be deductible from sick leave or vacation time.

(b) Pallbearers shall be granted four (4) hours pay for funerals not more than twice per year and any additional time needed shall be at the discretion of the Employer or Superintendent.

ARTICLE XV

PERSONAL LEAVE

The number of days of personal leave granted to an employee shall not exceed a total of two (2) days in the calendar year and shall not be accumulated. Arrangements for the use of such time off shall be made twenty - four (24) hours in advance except in cases of emergency. Such leave shall be granted without loss of pay and shall not be deducted from vacation accruals or any other leave benefits. Personal days shall be taken in no less than ¼ hour (15 minute) increments with permission of Superintendent or designee. Personal leave will not be granted on the day preceding or the day following a holiday.

ARTICLE XVI

HOURS OF WORK

Section 1. Hours of Work

(a) The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this article shall be construed to include lunch periods.

(b) When employees begin work prior to their normal starting time, they will receive a paid lunch period.

(c) The regular hours of work for the months of December, January, and February are 6:00 a.m. to 2:30 p.m.

The Union and Superintendent of Highways and the Town Board of Allegany will meet at the

end of February to discuss continuation of these hours for the month of March. If all Parties are in agreement, the regular hours of work for the month of March will become 6:00 a.m. to 2:30 p.m.

(d) The regular hours of work for the months of March, April, and May are 7:00 a.m. to 3:30 p.m.

(e) The regular hours of work for the months of June, July, and August are 6:00 a.m. to 4:30 p.m. constituting a ten (10) hour day for four (4) days a week (Monday through Thursday).

Sick days under this Article (e) will constitute an eight (8) hour day plus two (2) hours. And Holidays will constitute a ten (10) hour day.

(f) The regular hours of work for the months of September, October, and November are 7:00 a.m. to 3:30 p.m.

Section 2 (a) Overtime Pay

Time and one - half (1 - 1/2) will be paid as follows: Employees working over forty (40) hours in any work week shall be compensated at time and one - half (1 - 1/2) the employee's regular rate of pay. Compensation for work on holidays shall be one and one - half (1 - 1/2) the employee's regular rate of pay, plus holiday pay.

Time used by an employee for a sick day, comp. day, or a vacation day shall be counted as part of the actual hours worked for purposes of allowing for or paying for overtime pay.

Section 2 (b) Assignment of Overtime

The Town will make every attempt to distribute overtime as equally as practical on a rotating basis among employees that are qualified. An up-to-date list of rotation schedule shall be maintained by the supervisor and shall be posted weekly on the Bulletin Board to be reviewed by the employees. Any

employee who refuses overtime opportunity will be charged with having worked the shift for the overtime rotation purposes.

Management's goal is to award overtime on an equitable basis to all employees. All overtime worked shall be paid for promptly, no later than the next regular payroll check.

Section 3. Shift Premium

An employee shall receive an additional ten (\$.10) cents per hour for night shift work.

Section 4. Call Time

When an employee is called to their work station for any reason during their regularly scheduled time off, they shall be guaranteed a minimum of four (4) hours work on the job, at the prevailing wage scale.

Section 5. Differential for Working Foreman

Employees assigned or temporarily transferred to the position of Working Foreman shall be paid the Working Foreman's rate of pay for any and all hours worked.

Section 6. Water Maintenance

(a) Effective January 1, 2005, as long as the Town maintains a water system, The Town is obligated to send a minimum of two (2), non-licensed employees to Grade D water school per year. Employees will be selected to attend, based on seniority, until all employees have had the opportunity to attend. An employee who turns down this opportunity, or does not pass the required test, will be placed at the bottom of the Seniority list for recommendation of future schooling based upon a meeting between the Union and Town Superintendent.

(b) Water Maintenance employees who must attend schools to maintain or upgrade their licenses as required by law will be paid their regular hourly rate of pay, if said school occurs after their normal working shift.

Section 7. Compensatory Time

Employees have the option of choosing compensatory time off in lieu of overtime pay. Compensatory time off will accumulate at the rate of one and one half (1 ½) time the number of hours worked. No employee will be permitted to accumulate more than (80) hours of compensatory time off before using the accumulated time. Compensatory time earned in any calendar year and unspent at the end of the calendar year shall be paid at the appropriate rate and not carried over into the following calendar year. An employee may use the compensatory time off with permission from his/her supervisor. If “comp” time is taken in lieu of overtime pay, the employee must notify the Highway Timekeeper and record this on their time sheet before they are submitted to Payroll.

At no time will Management discriminate against an employee who chooses “comp time” in lieu of overtime pay.

ARTICLE XVII

HOLIDAY PROVISIONS

Section 1. Paid Holidays shall be as follows:

New Year's Day	Labor Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving

Christmas Day	One (1) floating holiday per year
Columbus Day	Martin Luther King, Jr. Day

An employee is not entitled holiday pay if a leave of absence without pay is taken the day before or the day after the holiday. Regularly scheduled work on the day before or the day after a holiday is required for holiday pay. The above shall apply to all holidays mentioned and any other holidays declared legal by the Allegany Town Board.

Section 2. Holiday Falling on a Weekend

(a) It is agreed that whenever a holiday falls on a Saturday, the previous Friday shall be observed as a holiday off with pay. In the event that such a holiday falls on a Sunday, then the succeeding Monday shall be observed as the holiday off with pay, unless otherwise agreed.

(b) It is also agreed that should a holiday fall on a day during the regular work week which is an employee's regular day off, then the employee shall be given off another day in lieu of that holiday.

ARTICLE XVIII

VACATION ELIGIBILITY

Section 1.

(a) All bargaining unit employees shall be entitled each year to a vacation with pay. Vacations earned shall be calculated on a calendar year basis.

One (1) to three (3) years of continuous service,
 One (1) week vacation;

Three (3) years and up of continuous service,
Two (2) weeks vacation;
Plus one day vacation for every year over three (3) years to a maximum of twenty - five (25) days.

(b) The employees, according to seniority, shall determine their vacation and vacation periods and the same shall be duly posted and scheduled prior to the end of February of each year. Thereafter the vacation periods or days thereof may be changed with the permission of the Superintendent.

(c) Employees shall be permitted to carry over one (1) week of vacation into the next year, provided it is used by June 1 st of that year.

(d) Employees may be permitted to take Vacation days in one-quarter (1/4) hour segments with approval of Superintendent or designee.

ARTICLE XIX

LONGEVITY

Longevity shall be paid to all employees hired prior to 1/1/96 on the basis of the following schedule:

Five (5) years of service	.....	\$100.
Ten (10) years of service	.....	\$200.
Fifteen (15) years of service	.....	\$300.
Twenty (20) years of service	.....	\$400.
Twenty - five (25) years of service	.....	\$500.
and each five (5) years of service thereafter	.....	\$100.

Employees hired after January 1, 1996 shall be paid longevity on the basis of the following schedule:

Ten (10) years of service	\$200.
Fifteen (15) years of service	\$300.
Twenty (20) years of service	\$400.
Twenty - five (25) years of service	\$500.
and each five (5) years of service thereafter	\$100.

ARTICLE XX

WAGE RATE

Section 1. Wage Rate

(a) Employees shall be compensated in accordance with the wage schedule, effective January 1 st 2004 to December 31 st 2004, attached hereto and marked Appendix "A". All bargaining unit employees will receive a \$1,000 bonus check with the signing of this Agreement.

(b) Employees shall be compensated with a 4% increase based on the Working Foreman's rate of pay in accordance with the wage schedule, effective January 1 st 2005 to December 31 st 2005, attached hereto and marked Appendix "B".

(c) Employees shall be compensated with a 3% increase based on the Working Foreman's rate of pay in accordance with the wage schedule, effective January 1 st 2006 to December 31 st 2006, attached hereto and marked Appendix "C".

(d) Employees shall be compensated with a 3% increase based on the Working Foreman's rate of pay in accordance with the wage schedule, effective January 1 st 2007 to December 31 st 2007, attached hereto and marked Appendix "D".

(e) Employees shall be compensated with a 3% increase based on the Working Foreman's rate of pay in accordance with the wage schedule, effective January 1 st 2008 to December 31 st 2008, attached hereto and marked Appendix "E".

As of January 1 st 2004, all new employees receive a starting pay as per Appendix "A", "B", "C", "D", & "E". Based on job performance and Highway Superintendent approval, the employee is eligible for an additional twenty - five (\$.25) cents each six months not to exceed top scale per Appendix "A", "B", "C", "D", and "E".

Section 2. Pay Advance

(a) If a regular pay day falls during an employee's vacation, the employee must make a request for their paycheck within one (1) week before leaving to receive vacation check in advance.

(b) Rate during vacation: Employees will be paid their current rate based on their regular schedule while on vacation and will receive credit for any benefits provided for in this Agreement.

(c) The Employer will provide payment for the employees for work performed on a weekly basis.

ARTICLE XXI

HOSPITALIZATION

Section 1. Eligibility

The Employer shall provide all eligible permanent employees with Health Care Coverage. The Primary Health Care Provider shall be Blue Cross/Blue Shield and shall provide the following:

HOSPITAL 42/43

Rider 8 Dependents to Age 23
Rider 48 Out - of - area Hospital Benefits

MED. / SURG. 60/61

Rider 8 Dependents to Age 23 Rider 21 Psychiatric Care
Rider 48 Out - of - area Medical Benefits

MAJOR MEDICAL

BCMM - 7 (FE \$ 50.00 Deductible) Rider 8 Dependents to Age 23

DRUG RIDER

Rider 8 Dependents to Age 23
RX Rider C \$ 5.00 Co - Pay

Section 2. HMO Options

(a) The Employer shall provide all eligible permanent employees with health care coverage as follows:

Current employees may continue to select either Blue Cross/Blue Shield Traditional Plan or the Community Blue I or Advantage HMO.

Employees hired prior to January 1, 1996 shall continue to receive coverage without cost to them.

Employees hired after January 1, 1996 but prior to January 1, 2001 shall continue to be able to select either the Traditional or HMO coverage, provided such employee shall be responsible for 12 % of premium payments should the employee elect Traditional coverage.

If the employee selects the HMO, he must remain enrolled for a one (1) year period.

(b) Employees hired after January 1, 2001 shall be eligible for HMO coverage only. The employee shall contribute 6% of the cost of coverage until January 1, 2005 when the new insurance fund begins.

(c) Any employee hired prior to January 1, 2001 shall be offered a \$1,000.00 incentive per year if he changes his health coverage from Traditional to HMO. The incentive shall be payable to the employee during the first pay period of July. The choice of Community Blue HMO shall be made to the Town Comptroller by November 15 each year. Commitment for a two (2) year period will be required.

(d) Employees hired prior to January 1, 2001 may continue to transfer between Health Care Plans as previously provided.

Section 3. Dental Insurance

The Employer agrees to provide Dental Insurance under the Guardian Dental Plan.

Section 4. Preventative Drugs

The Town will pay for all preventative drugs and doctor's bills associated with the administering of such drugs if so required by the County Health Department.

Section 5. Doctors' Appointments re: Job - Related Injuries

The Town will pay for all time spent during working hours for doctors' appointments for job related injuries and will not be charged to an employee's sick time.

Section 6. Health and Medical Insurance Upon Retirement

(a) An employee who retires after January 1, 2004 and who, at the time of Retirement, is at least fifty - five (55) years of age or has a minimum of thirty (30) years employment with the Town of Allegany, the Town of Allegany shall provide traditional medical insurance coverage at twenty - percent (20 %) cost to the employee. The coverage shall be the same as provided to the current employees as defined in this ARTICLE XXI, Section 1 except for current 3 employees on traditional, all future retirees are only eligible for present HMO program.

Prospective Retirees have the option to elect HMO coverage fully paid for by the employer after twenty (20) years of Town service. Once a retired employee elects HMO coverage, there will be no option to return to Traditional coverage.

(b) Such benefit shall continue until the individual reaches the age of sixty - five (65), at which time the Town of Allegany agrees to provide medical insurance benefits supplemental to Medicare at forty - percent (40 %) cost to the Retiree. Each Retiree is obligated to apply for Medicare coverage when eligible.

(c) Upon Retiree's Death, the spouse of such employee may continue to participate in the aforementioned Health Insurance Plan, provided such spouse continues to pay the portion of the premiums required to be paid by the Retiree. This coverage shall continue until such time as said spouse shall remarry or die, which ever event occurs first.

Section 7. Spouse Option

If an employee dies after fifteen (15) years of service but before retirement, their spouse would be eligible for HMO coverage at 50% to the spouse, 50% to the Town.

Section 8. Insurance Fund

(a) Effective January 1, 2005 a fund will be established by the Town and Local 1304A to pay all insurance costs.

(b) The Town will pay into the fund the amount equal to the total cost of medical insurance coverage for Local 1304A active members from the previous year.

(c) The Town will pay into the fund \$1,300.00 per year per active employee to cover health insurance increases.

(d) The Town will pay into the fund \$1,000.00 per year per active employee to cover dental insurance increases.

(e) Current active Local 1304A members will pay into the fund \$500.00 per year each, {to be taken as 52 equal weekly payroll deductions to a total of \$500.00}.

(f) Any remaining balance in the fund shall be rolled over into the upcoming year's balance.

(g) Any shortages in the fund will be paid by the Town

(h) A statement showing all activity in the fund shall be issued yearly to Local 1304A.

ARTICLE XXII

NEW YORK STATE DISABILITY

The Employer shall participate in the State's Unemployment Compensation Insurance Act, and disability coverage, providing each employee with the appropriate coverage under the law.

ARTICLE XXIII

GENERAL PROVISIONS

Section 1. Employee Work Teams

During snow plowing and road sanding, two (2) employees per vehicle shall be assigned whenever possible. Employees will operate equipment except the Superintendent, may do so in emergency or for instructional purposes.

Section 2. Regular Part - Time Employees

Regular part - time employees shall be defined as employees working a regular schedule, but less than eight (8) hours per day and/or forty (40) hours per week.

At any time it is possible, these regular part - time employees shall be given full time positions and eliminate the regular part - time provisions.

Section 3. Safety Committee

A safety committee of at least one (1) employee shall be established. The committee shall include at least one (1) employee and the Superintendent of both hourly and salaried employees and shall meet upon reasonable and one (1) day's notice during regular day - time working hours, for the purpose of discussing safety measures in employment recommendations with the Employer.

