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#### **Contract Database Metadata Elements**

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# AGREEMENT

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by and between the

TOWN OF LLOYD

and

CSEA, Local 1000 AFSCME,  
AFL-CIO

**RECEIVED**

JUN 27 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



Town of Lloyd Unit #8964

Ulster County Local 856

January 1, 2004 - December 31, 2006

31

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## **ARTICLE I SCOPE OF AGREEMENT**

**SECTION 1. Recognition.** Pursuant to New York PERB Case Number C-5011, the Town of Lloyd recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter called the "Union" as the sole and exclusive bargaining agent for all employees as hereinafter defined in Section 2 of this article.

**SECTION 2. Employees.** The term "Employees" as used in this agreement shall include all employees of the Town of Lloyd, excluding elected officials, Water and Sewer Administrator, Department Heads and Administrators, Police Officers and Dispatchers, and all exempt and confidential employees as agreed upon.

## **ARTICLE II UNION SECURITY**

**SECTION 1. Conditions of Employment.** Those employees who are not members of the Union, on the effective date of this agreement, shall, as a condition of employment, pay or tender to the Union as Agency Fee.

**SECTION 2. Check-Off.** Upon written authorization from the employees to do so in a form approved by the Town Board and the Union, the Town shall deduct from the earned wages of such employees, and remit to the Union on or before the 15<sup>th</sup> day of each month, the amount of monthly Union dues payable to the Union by the employee, as certified to the Town by the Treasurer of the Local Union.

**SECTION 3. Good Standing.** An employee shall be deemed to be a member of the Union in good standing provided he has paid his Union dues.

**SECTION 4.** In November of each year, the Town shall submit to the Union an updated list of names and addresses of all members of the bargaining unit.

## **ARTICLE III HOURS OF WORK**

**SECTION 1. Normal Workday.** The normal workday shall consist of eight (8) hours of work in each twenty-four (24) hour period, between 7:00 a.m. to 3:30 p.m., commencing no earlier than 7:00 a.m. The normal workday hours can be changed when mutually agreed between the parties.

**SECTION 1a.** The Town Hall hours are to be 8:30 a.m. to 5:00 p.m. Bargaining unit employee hours are 8:30 a.m. to 4:00 p.m.

**SECTION 2. Normal Workday.** For all employees covered by this contract at the time of its execution, or employed subsequent to its execution, the normal workweek shall

consist of: Monday, Tuesday, Wednesday, Thursday, and Friday, or can be changed when mutually agreed upon.

## **ARTICLE IV OVERTIME**

**SECTION 1. Daily Overtime.** All hours worked by an employee in excess of eight (8) hours in a workday shall be paid for by the Town at one and one-half times the employee's regular hourly rate of pay.

**SECTION 2. Weekly Overtime.** Hours worked by an employee in excess of the normal workweek forty (40) hours shall be paid for by the Town at one and one-half times the employee's regular hourly rate of pay.

**SECTION 3. Holiday Overtime.** Employees who, at the request of the Town, report to work on any holidays listed in Article VI shall be paid one and one-half (1 ½) times the employee's regular hourly rate for the actual time worked in addition to the holiday pay.

**SECTION 4a. Overtime Compensation.** All excused paid time, for overtime computation, shall be considered worked time towards the forty (40) hours mentioned in Section 2 of this Article. Salaried employees shall receive comp time for overtime.

**SECTION 4b.** Salaried employees will be granted compensatory time off for hours worked in excess of the normal work week of forty (40) hours. Requests for compensatory time shall be made to the member's supervisor. Compensatory time must be taken within the ten (10) day pay period immediately following the pay period it is earned. Compensatory time off must receive prior approval of the department supervisor. Written approval of compensatory time earned and utilized must be submitted to the payroll department along with timesheets.

**SECTION 5. Distribution and Rotation of Overtime.** Insofar as practicable, overtime work, except work necessary to complete a particular job, shall be distributed as equally as possible among the employees regularly assigned to the job in which the overtime is to be performed, provided the employees are fully qualified to perform the work required. The opportunities for employees to work overtime shall be rotated among all employees regularly assigned to the job, commencing with employees having the greatest seniority, and an offered opportunity from which the employee is excused shall be considered a missed turn. This does not require a clerical balance of overtime hours worked. It is recognized by the parties hereto that the Town must have, at all times, qualified personnel available to it to perform necessary overtime work. Accordingly, the parties agree as follows:

1. If qualified employees within the job classification do not volunteer for the required overtime, then the Town may, is not required to, go outside the job classification in an effort to obtain needed qualified employees on a voluntary basis.

2. If the Town is unable to secure the necessary qualified employees for overtime on a voluntary basis, the least senior qualified employees within the job classification will be required to perform the overtime work.

3. Any changes in overtime assignments amongst employees must be approved by the Department Head before these can be carried out.

**SECTION 6. Employee on Vacation.** Any employee who, having started his regularly scheduled vacation period, and who is called back to work because of Town emergency, shall be paid at this regular hourly rate of pay for all hours worked during his regularly scheduled vacation; however, no employee is required to accept such work. If an employee accepts such work he shall be entitled to additional vacation time equal to the time worked to be rescheduled at the mutual convenience of the employee and the Town.

**SECTION 7a. Emergency Work.** Emergency work is hereby defined as work of any kind by an employee performed before or after any normal workday without prior notice or warning by the Town.

**SECTION 7b. Emergency Work.** Any employee called to work for emergency work shall receive not less than two (2) hours at one and one-half times the employee's regular rate.

**SECTION 8. Town Convenience Layoff.** No employee shall be laid off during a regular workweek for the purpose of reducing overtime payment.

## ARTICLE V REST PERIODS AND ALLOWANCES

**SECTION 1.** Employees shall be granted a rest period of ten (10) minutes in the morning hours and ten (10) minutes during the afternoon hours without loss of pay. The scheduling of said rest period shall be at a reasonable time of each morning and afternoon. Rest periods need not be taken at job site, provided they do not exceed ten (10) minutes in length.

**SECTION 2.** Any employee who shall, because of overtime or emergency work, or a combination of both, be required to work sixteen (16) hours or more during a 24-hour period shall be entitled to eight (8) consecutive hours of rest time, except in an extreme emergency. An employee shall not be penalized for loss of regular work time pay during times when the rest periods fall into a regular work day.

**SECTION 3.** Any employee who shall, because of overtime or emergency work, or a combination of both, be required to work four (4) or more consecutive hours after a normal workday shall be entitled to a "lunch-dinner" break thirty (30) minutes, with pay, said lunch-dinner break will be provided by the Town at a cost not to exceed ten dollars (\$10.00) per employee. Request for payment will be made by the Department Supervisor.

**SECTION 4. Lunch Period.** The lunch period shall be for a period of thirty (30) minutes between the hours of 11:00 a.m. and 1:30 p.m., except in cases of emergency. One

Town employee from a crew working in the field will be allowed to use the Town vehicle during rest or lunch periods for this purpose.

**SECTION 5.** Employees shall be allowed clean-up time, ten (10) minutes before quitting time.

## **ARTICLE VI HOLIDAYS**

**SECTION 1.** The Town will grant to all of the employees the following holidays with full straight-time pay for eight (8) hours notwithstanding no work is performed on such days:

- |                    |                            |
|--------------------|----------------------------|
| 1. New Year's Day  | 7. Election Day            |
| 2. Good Friday     | 8. Columbus Day            |
| 3. President's Day | 9. Veteran's Day           |
| 4. Memorial Day    | 10. Thanksgiving Day       |
| 5. Fourth of July  | 11. Day after Thanksgiving |
| 6. Labor Day       | 12. Christmas Day          |

**SECTION 2. Holidays Falling on Saturday and Sunday.** If any of the holidays listed in Section 1 of this Article fall on Sunday, the holiday shall be observed on the following Monday; if the holiday falls on Saturday, it shall be observed the preceding Friday.

**SECTION 3. Eligibility for Holiday Pay.** To be eligible for holiday pay, as set forth in Section 1 of this Article, the employee shall:

- (a) have completed his probationary period to the date of the holiday;
- (b) have worked the regularly scheduled workday preceding the holiday and the regularly scheduled workday succeeding the holiday, unless there is an excused absence by the Town; and
- (c) have not failed to report to work on the holiday when he has agreed to work such holiday.

**SECTION 4. Employee Vacation.** If a holiday falls within a vacation period of an employee, the employee shall receive pay for said holiday, or his vacation shall be extended a day actually convenient to both the Town and the employee.

## **ARTICLE VII VACATION**

**SECTION 1.** Employees who have completed the following continuous years of service requirements shall be entitled to vacation in that calendar year as follows:



1 year	service on or before October 1 <sup>st</sup>	2 weeks
8 years	service on or before October 1 <sup>st</sup>	3 weeks
13 years	service on or before October 1 <sup>st</sup>	4 weeks
20 years	service on or before October 1 <sup>st</sup>	5 weeks
30 years	service on or before October 1 <sup>st</sup>	6 weeks

**SECTION 2. Vacation ground rules as established by the Town of Lloyd Town Board:**

1. All vacation will be granted, so far as possible, in order of seniority. The Town will make a good faith effort to grant all vacation leave requests by employees. Any days in excess of ten may be taken within the normal vacation period only if work conditions permit it, otherwise they may be taken outside the normal vacation period. The normal vacation period shall be May 1 to September 1.

2. Employees may elect to take their vacation at any other time to suit their plans, provided that it is possible for them to do so without adversely affecting operation of the Town's business.

3. Employees may in any year defer up to ten (10) days of vacation to which they are entitled and may use those days during any subsequent year. The time of taking such days shall be subject to the approval of the employee's supervisor and must be taken in the units of not less than one-half day. The maximum accumulation shall be no more than ten (10) days. A regularly scheduled vacation for any current year will in scheduling take precedence over a carry-over vacation proposed to be taken in that year. No vacation time will be bought back by the Town. If vacation is not used or carried over then it will be lost.

4. Vacation will normally be taken in periods of full weeks. Employees eligible for three or more weeks of vacation may take up to two weeks of vacation as single days if work conditions permit and supervisor approves.

5. Vacation schedules shall be established and posted on bulletin boards at reasonable times in advance of the normal vacation period. All changes or selections made after May 1, in any year will be made only with the approval of the employee's supervisor and the agreement of any employee whose vacation is affected thereby.

6. Full weeks of vacation shall take precedent over individual days of vacation for scheduling purposes.

7. The Highway Superintendent, at his/her discretion, may choose to close down the Highway Department for one or two weeks during the summer time (July or August months) for the purpose of having his/her employees use their vacation time at one time.

8. Employees shall be given in advance the pay due on the pay days falling within their vacation period preceding the vacation, if they so desire and apply two (2) weeks prior to the pay period preceding the vacation.

9. Any employee who leaves town employment for any reason shall be granted a vacation if taken before the date of separation. If the employee works up to the date of separation, they instead shall be given vacation pay. However, if an employee resigns without giving the proper notice, then that employee shall not be granted a vacation nor given vacation pay. "Proper notice" shall mean that the employee has informed the Town sufficiently in advance so that the employee shall have worked at least two (2) weeks before the termination of the employee's employment with the Town. The vacation granted or paid for in these cases, for regular employees with more than six (6) months of continuous employment, shall be the unused portion of whatever vacation time has been earned during the current year, up to the date of separation.

**SECTION 3.** The Town may apply the following so long as it is not abused: In the event that an employee is or becomes ill prior to the employee's scheduled vacation or is admitted to a legally constituted hospital during the employee's scheduled vacation and it is determined that the illness or injury was in no way attributable to the employee's reckless or willful action while on vacation, the vacation time will not be charged and any remaining vacation will be rescheduled.

#### **ARTICLE VIII DEATH IN FAMILY**

**SECTION 1.** Absence from work by an employee by reason of death of a member of his or her immediate family, or verified domestic partner, shall be allowed without loss of pay for a period not to exceed three (3) working days.

Absence beyond the three-day limit shall be considered and counted as sick leave. In the absence of extenuating circumstances the department head must be contacted.

The "immediate family" is defined as wife, husband, child, mother, mother-in-law, father, father-in-law, brother or sister, and step children.

#### **ARTICLE IX SENIORITY CLAUSE**

**SECTION 1. Layoffs and Recalls.** Layoffs made in connection with the decreasing of the working force shall be made on the basis of length of continuous service. Recall of employees so laid off shall be made in reverse order of layoff, providing the employee is able to perform the work. The Town shall give not less than fourteen (14) days advance notice of layoff involving more than ten (10) working days to the employee or employees affected and to the Union.

Rehiring shall be made on the same basis of seniority as layoffs.

**SECTION 2. Bumping.** When it is necessary to reduce the working force, employees shall bump the least senior employee in accordance with their seniority, provided that they have the necessary skills, knowledge, and abilities, mental and physical, to perform the job as

constituted on a regular basis. A more senior employee shall be entitled to a reasonable period of time to demonstrate his skills, knowledge and abilities to the Town.

**SECTION 3a. Probationary Period.** Probationary period shall be as set forth in the Ulster County Civil Service Rules and Regulations. New employees during the probationary period shall be without recourse on the part of the Union to the grievance procedure. The seniority of probationary employees, after having completed the probationary period, will date back to the date of hire at which time a new employee shall receive full continuous service credit. Note: working days do not include unworked, unpaid holidays.

**SECTION 3b. Probationary Period.** For part-time employees, part-time work may be credited to the probationary period, if permitted by Civil Service.

**SECTION 4. Promotions.** If a vacancy shall occur in any job classification, the Town shall post a notice of such vacancy of thirty (30) working days, during which time any qualified employee, except a probationer, may submit to the Town a written bid for such vacancy.

The Town shall, at the end of said thirty (30) day period, fill such vacancy from among the bidders on the basis of length of continuous service where ability to perform the work is relatively equal. An employee whose bid is accepted cannot bid again for a period of ninety (90) days.

Where no bid is submitted or no bid is accepted because of a failure of a bidder to meet the job qualification, the Town may fill the vacancy by assigning any employee selected by them or by hiring a new employee and the bidder returned to the original job classification.

The Town Board shall be the sole judge as to the ability of any bidder to perform the work for a vacant job classification, and they shall make the decision with respect thereto after a reasonable period of careful observation and testing.

**SECTION 4a.** In order that an employee may become qualified for a higher job classification, the Department Supervisor will make a diligent effort to train all equipment operators in the operation of all equipment.

**SECTION 5. Continuous Service.** An employee's continuous service with the Town shall be deemed to have terminated under the following conditions:

1. Where the employee voluntarily quits his employment.
2. Where the employee is discharged for just cause.
3. Where an employee fails to report within four (4) working days of the date indicated on return receipt of written notice of recall to work from layoff. Such written notice shall be given by the Town by registered mail, return receipt requested, and addressed to the employee at his last address appearing on the payroll records of the Town. A letter from the Town shall be considered as received if it is returned marked "No Forwarding Address."

4. Where an employee is absent due to a layoff or for any other reason, including physical disability, which continues for more than one (1) year. Any employee absent for more than one (1) year due to compensable disability incurred during the course of employment, shall not have his continuous service broken provided such employee returns to work within thirty (30) days after final payment of statutory compensation for or such disability and has been certified by the Town doctor as being fit to do his job.

5. Where an employee fails to report to work at the expiration date of a leave of absence granted to him by the Town.

## **ARTICLE X TOWN RIGHTS**

**SECTION 1a.** Nothing in this agreement shall be construed to diminish or impair the right of the Town Superintendents of Highway and Water from performing the duties required of him by any lawful manner, including the solicitation of public work contracts.

**SECTION 1b.** Nothing in this agreement shall be construed to diminish or impair the right of the Town to consolidate the services of the Highway or Water Department with those of other surrounding municipalities in an effort to reduce the cost of operations to the taxpayer.

**SECTION 1c.** Nothing in this agreement shall be deemed to limit the Town in any way in the exercise of the regular and customary functions of management, including establishing such rules relating to operations as it shall deem advisable.

**SECTION 1d.** All rights, and powers of authority the Town Superintendents of Highways and Water had prior to the signing of this agreement are retained by him, excepting those specifically abridged, delegated, graded or modified by this agreement, and/or any supplementary agreements that may hereafter be made during the term of this agreement.

**SECTION 1e.** The Union further agrees, for itself and its members, not to hinder or interfere with the management of the Department by the Town Superintendent of Highways and Water, including, but not limited to, the scheduling of work, the direction of working forces, the right to hire, suspend or discharge with proper cause, to layoff employees because of lack of work, and promotions, subject, however, to the terms of this agreement.

**SECTION 1f. Overall Paragraph Covering the Entire Agreement.** Notwithstanding any other provisions of this agreement to the contrary, the parties agree that they shall be governed by the Civil Service Law of the State of New York, and any other applicable law concerning employment and conditions thereof.

**ARTICLE XI  
SAFETY AND HEALTH**

**SECTION 1. Safety and Health.** The Town will maintain working conditions in accordance with the applicable rules and regulations of both State and Federal government. The Town recognizes that safety and health conditions are a common cause of concern and accordingly, the parties hereto shall extend mutual cooperation to the other in maintaining, establishing and promoting safety and health provisions.

**SECTION 2. Wearing of Safety Gear.** All employees shall wear protective equipment such as hard hats, safety goggles, and the like when required by the Town Superintendent of Highways and Water. Any such requirement shall not be unreasonable. Any such safety and protective equipment shall be supplied at the cost of the Town. Refusal by the employee to comply will result in disciplinary action.

**SECTION 3. Safety Committee.** The parties agree to establish a Safety Committee, which shall consist of one (1) member of the Town Board and one (1) union member from each department. It shall be the function of the Safety Committee to meet monthly, or whenever necessary, for the common good of the parties. The Shop Committee member of the Safety Committee shall not suffer any loss of pay for attendance at such meetings if such meetings are conducted on work time.

**SECTION 4. Employee's Facilities.** The Town shall provide an adequate room at the Highway and Water Department office with storage facilities for the employees.

**ARTICLE XII  
WORK CLOTHES**

**SECTION 1. Supply of Work Clothes**

A. **Highway Department.** Work clothes are provided and maintained by the Town. Employees of the Highway Department shall receive up to Two Hundred Dollars (\$200.00) allotment for steel toe boots as compared to Water/Sewer Department. Winter coats supplied will be Carhart. If an employee leaves employment within one (1) year, the employee shall owe the prorated amount to the Town, to be deducted from the employee's last paycheck.

B. **Water/Sewer Departments/Buildings and Grounds/Transfer Station.** One Hundred Fifty Dollars (\$150.00) in January and One Hundred Fifty Dollars (\$150.00) in July of each year per employee. An additional allotment up to Two Hundred (\$200.00) per employee annually for footwear. Winter coats supplied will be Carhart.

Any and all work clothes supplied or paid for by the Town of Lloyd will be worn. An employee not utilizing Town issued or paid for work clothes and/or footwear will be asked to leave the job without pay for any loss of hours.

**ARTICLE XIII  
RETIREMENT**

**SECTION 1.** Upon retirement under the New York State Retirement System, the Town shall pay for health insurance as follows, until Medicare eligible.

(a) For those employees on the payroll January 1, 2002:

<u>Years of Service</u>	<u>Town's Contribution</u>
15 Years of Service	50 Percent
20 Years of Service	75 Percent
25 Years of Service or more	80 Percent

(b) For those employees hired on or after January 1, 2002, the Town shall provide retirement hospitalization as follows:

<u>Years of Service</u>	<u>Town's Contribution</u>
20 Years of Service	75 Percent
25 Years of Service or more	80 Percent

**SECTION 2.** Payments for accumulated sick time for Town employees enrolled in the New York State Employee's Retirement System, at retirement, shall be made up to but not exceeding one hundred eighty (180) days at the rate of one-third (1/3) their hourly rate of pay or one-third (1/3) their current daily pay if on an annual salary. Payments shall be made when the employee meets the NYS Employee's Retirement System criteria for retirement benefits.

**ARTICLE XIV  
LEAVE OF ABSENCE/ABSENCE WITHOUT LEAVE**

**SECTION 1. Leave of Absence**

The department supervisor may grant a leave of absence without pay, but if the leave is for longer than ten (10) working days, the approval of the Town Board is required.

**SECTION 2. Absence Without Leave**

A. When an employee is absent without leave and without an explanation for a period of five (5) working days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of the absence.

B. An employee who does not return to his/her position within five (5) working days following the expiration of a leave of absence shall constitute a resignation effective on the date of the commencement of the absence.

**ARTICLE XV  
SICK LEAVE**

**SECTION 1.** Absence from duty by an employee for reason of personal illness shall be allowed as provided in the section. All absence from duty for personal illness shall be granted by the Department Head or designee.

A. Any employee who cannot report to duty because of illness or disability shall immediately notify the Department Head or designee and shall state the nature of the illness or disability.

B. If an employee cannot notify the Department Head or designee because of the serious nature of the illness or disability, a responsible person may make the report on behalf of the employee.

C. Twelve (12) days of sick leave shall be allowed each year, and the employee may accumulate twelve (12) days per year at the rate of one (1) day per month until a total of one hundred eighty (180) days is reached.

D. When an employee, because of illness or disability, remains away from his/her duty beyond his/her sick leave allowance, the Department Head or designee may propose to the Town Board that additional sick leave with pay be granted to the employee.

E. For any false representation made by an employee in connection with a claim for sick leave benefits, the employee shall be subject to loss of the sick pay benefits falsely obtained or may be subject to dismissal.

F. A physician's certification may be required after the employee has been on sick leave for three (3) continuous days. The Department Head or designee may require a physician's certification in other cases.

G. It shall be the responsibility of the department head to keep an accurate record of all sick leave and sick leave accumulations on such forms prescribed by the Town Board, so that a report of same can be readily furnished upon request of the Town Board.

H. In cases where the employee is entitled to payments under the Workman's Compensation Law and Town disability insurance, said law shall be consulted for criteria of making proper sick leave benefits to the employee.

I. Any disability insurance payments will be remitted to the Town of Lloyd and not to the employee.

J. Sick leave or accumulated sick leave can only be used for the purpose stated and not for vacation or personal business.

K. Upon leaving the employment of the Town of Lloyd, any accumulated sick leave is lost, and no payments based on accumulated days will be paid to the person.

L. The smallest increment of sick days that can be take is one-half (1/2) day.

**ARTICLE XVI  
PERSONAL LEAVE**

**SECTION 1.**

A. An employee shall be entitled to three (3) days of personal leave time per year for any business which cannot be reasonably accomplished outside of regular working hours. This also includes the observance of required religious abstention from work.

B. Personal leave credits shall not be cumulative from year to year and shall never exceed three (3) days per year. One (1) unused personal leave day per year may be converted to sick leave.

C. A one-day notice of the request to take personal leave time shall be given by the employee to his/her Supervisor, except in the case of an emergency.

D. The smallest increment of personal business that can be taken is one-half (1/2) day.

**ARTICLE XVII  
GRIEVANCE**

**SECTION 1.** If a dispute arises concerning the interpretation, application or claimed violation of a specific term of the Agreement, the following steps will be utilized:

A. The Grievant and the Shop Steward shall take the matter up with the Department Superintendent or Administrator within ten (10) working days of the alleged violation.

B. The Superintendent or Administrator, shall give his answer within ten (10) working days to the employee and the steward.

C. If the employee is not satisfied, the employee shall submit his grievance in writing to the Town Board within five (5) working days.

D. The Town Board will answer the grievance in writing within thirty (30) working days to the Unit President or his designee.

E. In the event the grievance is not satisfactorily resolved on the local level, the parties may pursue the provisions of the Taylor Act and submit to arbitration making use of the



Public Employment Relations Board, to pursue the grievance. The arbitrator's decision will be binding on both parties.

All of the above is done pursuant to the Civil Service Law, more specifically, the Taylor Law.

F. All Union represented positions will have access to the Grievance Procedure.

**SECTION 2.** The cost and expense of pursuing any grievance shall be borne by each party on its own behalf.

### **ARTICLE XVIII EQUAL OPPORTUNITY**

**SECTION 1.** The Town and the Union agree in carrying out their respective obligations under the terms of this agreement, that they will not discriminate in any manner whatsoever, against race, creed, or national origin.

### **ARTICLE XIX TEMPORARY EMPLOYEES**

**SECTION 1.** A temporary employee is one who is hired for a period not to exceed ninety (90) consecutive days. Excluding recreational, seasonal employees and temporary employees hired to fill an absence due to disability, workers compensation and/or approved leave of absence or special projects. All temporary employees will be hired in accordance with Civil Service guidelines.

**SECTION 2.** Temporary employees shall not be entitled to any benefits under this agreement other than those required by law and as provided by the Town Board.

**SECTION 3.** The Town may extend the temporary period based upon the reasonable needs of the Town and by mutual agreement of the parties.

### **ARTICLE XX HEALTH INSURANCE**

**SECTION 1.** The Town will provide a medical insurance program with MVP Health Plan with the Town contributing eighty-two percent (82%) of the premium. Effective January 1, 2005, the Town shall provide MVP Co-Plan 15+ with \$5/\$20/\$40 prescription drug card.

**SECTION 2.** The CSEA agrees that the Town may reopen negotiations with regard to group health insurance coverage, and upon re-opening negotiations, the insurance coverage, the CSEA will accept a change in carrier provided that the benefits provided by the new carrier are substantially the same.

**SECTION 2a.** The Town will provide full pay up to a maximum of six (6) months for all employees who have been injured in the course of their employment, provided, however, and notwithstanding the foregoing provision of this section, physician appointed for the purpose by the Town, after a determination has first been made that such injury has been incurred in the course of such employment, may attend such injured employee from time to time for the purpose of making inspections. The Town shall not be liable for salary or wages payable to such employee after such date as such employee's treating physician shall certify that such injured employee has recovered and is physically able to perform his regular duties.

Any injured employee who shall refuse to accept medical treatment or hospital care or shall refuse to permit medical inspections as herein authorized, including examinations pursuant to Subdivision B of this section, shall be deemed to have waived his rights under this section in respect to salary or wages payable after such refusal.

**SECTION 2b.** Payment of the full amount of regular salary or wages, as provided by subdivision A of this section, shall be discontinued with respect to any employee who is permanently disabled as a result of an injury incurred in the performance of his duties, if such employee is granted an accidental disability retirement allowance pursuant to the retirement and social security law or similar accidental disability pension provided by the pension fund of which it is a member. If application for such retirement allowance or pension is not made by such employee, application therefore may be made by the Town.

**ARTICLE XXI  
EYEGLOSS PLAN**

**SECTION 1.** The Town, at its cost, shall provide CSEA Platinum 12 Vision Plan. Effective January 1, 2005, a Transition Lens Rider shall be added to the vision plan.

**ARTICLE XXII  
JURY DUTY**

**SECTION 1. Excused Absence.** An employee shall be excused from work without loss of pay on any normal day for jury duty in any court of the nation or state.

**SECTION 2. Jury Duty Pay.** Any such excused employee shall be entitled to his regular straight time for a normal work day less any compensation received by him for his services as a juror. No employee shall be entitled to jury duty pay unless he provides the Town Superintendent or Administrator with a notice to report for such duty prior to his request for jury duty pay.

**ARTICLE XXIII  
BULLETIN BOARDS**

**SECTION 1.** The Town will provide suitable space for bulletin boards at the departments for the posting of Union notices.

**ARTICLE XXIV  
ACCESS BY REPRESENTATIVES**

**SECTION 1.** A Union representative upon proper notification and with proper identification shall have the right to enter any Town location to assist Union members.

**SECTION 2.** Union officials may receive calls and assist their members in handling disputes so long as it does not interfere with day-to-day operations. The intent of this section is to enable both the Town and Union officials to perform their work and duties.

**SECTION 3.** Three (3) members are to be selected to serve as a negotiating committee. Negotiations are to be held after hours, and it will be handled without pay.

**ARTICLE XXV  
EMPLOYEE RIGHTS**

**SECTION 1.** The Town will not interfere with, coerce, intimidate or discriminate in any manner against any employee because of membership or activity in the Union. The Town also agrees that all rules, regulations, and working conditions will be enforced equally among all employees.

**ARTICLE XXVI  
MILITARY LEAVE**

**SECTION 1.** Employees shall be entitled to the provisions as set forth in Section 242 of the Military Law.

**ARTICLE XXVII  
LONGEVITY**

**SECTION 1.** One percent (1%) in base rate of pay for longevity beginning with the second year of employment for each year of service, with the maximum to be earned to be ten percent (10%). Said longevity to be applicable to all full-time (35 hours per week) employees and appointed or salaried full-time (35 hours per week) personnel.

**ARTICLE XXVIII  
WAGES**

**SECTION 1. Wages and Classification**

**HIGHWAY DEPARTMENT**

	<u>2004</u>	<u>2005</u>	<u>2006</u>
HMEO	\$14.62	\$15.20	\$15.81
Laborer	\$13.43	\$13.97	\$14.53
Mechanic *	\$16.83	\$17.50 <del>18.50</del>	\$18.20 <del>19.24</del>
MEO	\$14.08	\$14.64	\$15.23
Foreman	\$15.56	\$16.18	\$16.83
Highway Secretary	Exempt -- serves at pleasure of elected official		
Working Supervisor	\$17.70	\$18.41	\$19.15

\* Mechanic Salary  
changed by Resolution  
6/1/05.

	1/1/04 to <u>3/9/04</u>	3/10/04 to <u>12/31/04</u>	<u>2005</u>	<u>2006</u>
Research Assistant	\$10.30	\$11.50	\$11.96	\$12.44

**WATER AND SEWER**

	<u>2004</u>	<u>2005</u>	<u>2006</u>
Equipment Operator (HMEO)	\$14.03	\$14.59	\$15.17
Laborer	\$12.80	\$13.31	\$13.84
Sr. Plant Operator	\$18.70	\$19.45	\$20.23
Plant Operator	\$14.98	\$15.58	\$16.21
Water/Sewer Maintenance	\$13.54	\$14.08	\$14.64
Water/Sewer Foreman	\$18.73	\$19.48	\$20.26
Water/Sewer Asst. Foreman	\$18.16	\$18.89	\$19.65
Senior Account Clerk/Typist	\$13.18	\$13.71	\$14.26
Technician	\$14.91	\$15.51	\$16.13
Water/Sewer Superintendent (Salary)	\$51,902.43	\$53,978.53	\$56,137.67

**GENERAL**

	<u>2004</u>	<u>2005</u>	<u>2006</u>
Typist (Planning/ZBA) (Salary)	\$34,414.05	\$35,790.61	\$37,222.23
Receptionist	\$10.30	\$10.71	\$11.14
Typist	STO BE NEGOTIATED WHEN FILLED		
Town Hall Custodian (PT)	\$9.49	\$9.87	\$10.26
Building Inspector (PT)	\$13.54	\$14.08	\$14.64
Zoning Inspector (PT)	\$12.62	\$13.12	\$13.65
Court Clerk	\$11.96	\$12.44	\$12.94

Assessment Field Worker	\$11.00	\$11.44	\$11.90
Transfer Station Attendant/ Recycling Coordinator	\$14.96	\$15.56	\$16.18
Transfer Station Attendant/ Recycling Coordinator I	\$14.35	\$14.92	\$15.52
Transfer Station Attendant/ Recycling Coordinator II	\$13.58	\$14.13	\$14.70
Groundskeeper/Building Maintenance	\$13.80	\$14.35	\$14.92
Groundskeeper II	\$13.32	\$13.85	\$14.40
Groundskeeper I	\$13.83	\$14.38	\$14.96

Pay increases are as follows:

2004	Highway Blue Collar employees	\$1.00/hr.
	Research Assistant	\$11.50/hr. effective March 10, 2004
	Court Clerk	\$11.96/hr.
	Assessment Field Worker	\$11.00/hr.
	All other employees	3%
2005	4%	
2006	4%	

**ARTICLE XXIX  
DRUG AND ALCOHOL MISUSE POLICY**

**SECTION 1a.** Any driver who refuses an FHWA-mandated drug test will be suspended without pay until such time as the test is administered.

**SECITON 1b.** Any driver who refuses an FHWA-mandated alcohol test will be suspended without pay until such time as the test is administered.

**SECTION 2.** Any driver who tests positive will be advised to obtain an evaluation from the St. Francis Hospital EAP, or SAP, to determine if the driver is in need of assistance with a drug-controlled substance problem. The employee will pay for this evaluation and will receive the SAP report. A copy of the report will be given to the employer by St. Francis Hospital EAP. The cost to the employee will be the applicable insurance co-pay which upon submission of a receipt, will be reimbursed by the Town.

**SECTION 3. Confirmed Positive Results**

\* **Incident 1.** Employee is suspended without pay, but may utilize accumulated sick leave time, until such time as the St. Francis Hospital EAP indicates compliance.

\* **Incident 2.** Employee is suspended without pay for thirty (30) days, and may not return to work until the St. Francis Hospital EAP indicates compliance.

- \* **Incident 3.** Employee is terminated.
- \* *An incident is deemed to be a positive test result, a refusal for evaluation and/or non-compliance of recommended assistance.*
- \* *An employee who twice received a confirmed positive test result will be terminated.*

**ARTICLE XXX  
EFFECTIVE DATE/TERMINATION/AMENDMENTS/DISPUTES**

**SECTION 1.** This Agreement shall take effect January 1, 2004 and shall remain in effect until December 31, 2006. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year unless changed or terminated in a way later provided.

**SECTION 2.** Either party desiring to change or terminate this agreement must notify the other in writing at least ninety (90) days prior to December 1<sup>st</sup> of any year. When notice of changes only is given, the nature of the changes desired must be specified in the notice, and until satisfactory conclusion is reached in the manner of such changes, the original provisions shall remain in full force and effect.

**SECTION 3.** This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by both parties hereto and approved by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the same as this Agreement. Copies of any agreed upon amendments shall be delivered to each party of this Agreement.

**SECTION 4.** There shall be no stoppage of work by strike or lockout because of any proposed changes to this agreement.

**ARTICLE XXXI  
SUBCONTRACTING**

**SECTION 1.** The Town agrees not to subcontract work currently performed by bargaining unit or incumbent employees.

**SECTION 2.** Subject to mutual consent of both parties, the Town may subcontract work that cannot be performed by bargaining unit employees due to lack of skills, licenses, or due to the lack of proper machinery or equipment, provided that the cost of rental or leasing of said equipment would create a financial hardship for the Town.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**TOWN OF LLOYD**

By: Robert J. Shepard

Robert Shepard, Supervisor

Town Board Resolution April 14, 2004

**CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.**

By: Pamela Baisley 3/15/05  
Pamela Baisley  
Labor Relations Specialist

By: Andrew Paccione  
Andrew Paccione

By: Franco Zani  
Franco Zani

By: Eugene Roosa  
Eugene Roosa

**ADDENDUM**

Paychecks shall be distributed on payday.

A water cooler for landfill was agreed.

“Employee Facilities” for Highway Employees, Town will provide heat, lunch area, shower, water. Drivers room to be made upstairs in highway garage as soon as possible.





**Local 1000, AFSCME, AFL-CIO**  
143 Washington Ave., Albany, NY 12210

Danny Donohue, President

