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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

## **TOWN OF LLOYD**

and the

## **CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO**

**Town of Lloyd Unit 8964  
Ulster County Local 856**

**January 1, 2007 – December 31, 2010**

RECEIVED 1/16/07

# Collective Bargaining Agreement

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# 1 SCOPE OF AGREEMENT

## 1.1 Notice of Agreement

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Lloyd, hereinafter referred to as the "Town" or "Employer", and the Civil Service Employees Association, Inc., hereinafter referred to as the "Union" or "CSEA".

## 1.2 Recognition of Bargaining Agent

**1.2.1 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 1.3.1 of this article.

## 1.3 Definition of Bargaining Unit

**1.3.1 Included:** Included in the bargaining unit are all full-time and part-time laborers and equipment operators employed in the Highway Department; all full-time and part-time laborers, equipment operators, and plant operators employed in the Sewer Department; all full-time and part-time laborers, equipment operators, and plant operators employed in the Water Department; all full-time and part-time laborers and equipment operators employed at the Transfer Station or in Buildings & Grounds; the following full-time and part-time administrative personnel: Municipal Code Officers, Building Inspectors; and the following full-time and part-time clerical support personnel: Court Clerk, Secretary to Planning and ZBA, Assessor's Aide, Clerk (Building Department), Account Clerk (Water Dept), Research Assistant (Highway Department), and Receptionist.

**1.3.2 Excluded:** Excluded from the bargaining unit are elected officials, Deputy Superintendent of Highways, Water and Sewer Administrator, Department Heads and Administrators, Police Officers and Dispatchers, and all exempt and confidential employees as agreed upon (including Secretary to the Town Supervisor, Bookkeeper, Secretary to the Highway Department, temporary employees, and seasonal employees.

**1.3.3 Full-time Employee:** For the purpose of this Collective Bargaining Agreement, a "full-time employee" will mean an employee in a *labor intensive public works position* who is regularly scheduled to work forty hours per week throughout the year and/or an employee in an *administrative or clerical support position* who is regularly scheduled to work at least thirty-five hours per week throughout the year.

**1.3.4 Part-time Employee:** For the purpose of this Collective Bargaining Agreement, a "part-time employee" will mean an employee in a *labor intensive public works position* who is regularly scheduled to work less than forty hours per week throughout the year and/or an employee in an *administrative or clerical support position* who is regularly scheduled to work less than thirty-five hours per week throughout the year.

**1.3.5 Temporary Employee:** For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean an employee who is hired to fill an absence due to disability, workers' compensation and/or approved leave of absence or special projects of a limited duration. All temporary employees will be hired in accordance with Civil Service guidelines.

**1.3.6 Seasonal Employee:** For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean and refer to someone employed to work for a given season for the purpose of mowing or other traditional summer duties, or to assist in snow removal. A seasonal employee may work up to two consecutive three-month periods and must then have at least a three-month break in employment with the Town before being returned to service as a seasonal employee.

**1.3.7 Unit Clarification:** Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

## **2 TOWN RIGHTS**

### **2.1 Management Rights**

**2.1.1 Management Rights Clause:** The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and unless limited by past practice or otherwise, the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this Collective Bargaining Agreement. Nothing in this Collective Bargaining 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.

Nothing in this Collective Bargaining Agreement shall be construed to diminish or impair the right of the Town’s Superintendent of Highways and Water Superintendent from performing the duties required of such official by any lawful manner, including the solicitation of public work contracts. All rights and powers of authority the Town’s Superintendent of Highways and the Water and Sewer Administrator had prior to the signing of this Collective Bargaining Agreement are retained by such officials, excepting those specifically abridged, delegated, or modified by this Collective Bargaining Agreement, and/or any supplementary agreements that may hereafter be made during the term of this Collective Bargaining Agreement.

**2.1.2 Outsourcing Unit Work:** The Town will not lay off or demote then current employees as a direct result of contracting out bargaining unit work.

## 3 UNION RIGHTS

### 3.1 Union Membership/Agency Shop

**3.1.1 Union Membership:** An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Town will deduct and remit the dues from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis. The Union shall notify the Town of the amount to be deducted.

**3.1.2 Agency Shop:** An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct the service fee from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis.

**3.1.3 No-Discrimination Clause:** 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.

**3.1.4 Indemnification Clause:** The Town assumes no obligation with respect to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Town from and against the cost of such action or proceeding and to pay any judgment entered against the Town in such action or proceeding and to pay all costs upon demand and the cost of complying with any interim order or final judgment that may be entered therein, reimbursement of expedient witness fees, attorneys fees, arbitration fees, and all court and filing fees incurred by the Town.

**3.1.5 List of Unit Employees:** The Town will notify the Unit President, or designee, of any new hire within forty-eight hours of the appointment. 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.

### 3.2 Leave for Contract Administration

**3.2.1 Investigation and Presentation of Grievances:** The Unit President will be allowed release time, without loss of pay or leave credits, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board. Union officials may receive calls, investigate grievances, 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.

**3.2.2 Requests for Release Time:** Requests for the use of release time shall be made to the appropriate Department Head as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved by the appropriate Department Head.



### **3.3 Leave for Negotiations**

**3.3.1 Eligible Employees:** At any one time, no more than three employees designated by the Union will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

### **3.4 Bulletin Boards**

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

### **3.5 Access to Town Premises**

**3.5.1 CSEA Representatives:** A Union representative upon proper notification and with proper identification shall have the right to enter any Town location to assist Union members.

## **4 EMPLOYEE RIGHTS**

### **4.1 Probation**

**4.1.1 Length of Probationary Period:** Probationary period shall be as set forth in the Ulster County Civil Service Rules and Regulations. Except as otherwise provided in the rules and regulations of the local Civil Service, the probationary period for an employee appointed to a position in the non-competitive or labor class will be for a probationary period of fifty-two consecutive weeks from the original appointment.

**4.1.2 Failure to Successfully Complete Probationary Period:** The Town may dismiss the employee from employment at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. In the event an employee is separated from employment and is rehired within one year of separation, the employee's previous time will be included in the fifty-two-week probationary period.

### **4.2 Seniority**

**4.2.1 Service Seniority:** Seniority will be determined by the employee's length of continuous service with the Town of Lloyd.

**4.2.2 Computation of Seniority:** For the purpose of calculating the length of service of a full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a full-time employee. For the purpose of calculating length of service of a part-time employee in a *labor intensive public works* position, one year of service will be credited for every 2080 hours of paid work and/or paid leave. For the purpose of calculating length of service of a part-time employee in an *administrative or clerical support* position, one year of service will be credited for every 1820 hours of paid work and/or paid leave. In the event a part-time employee is appointed to a position as a full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

**4.2.3 Same Length of Service:** In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by adding the digits of each employee's social security number with preference going to the highest number.

**4.2.4 Workers' Compensation Leave:** An employee who is on Workers' Compensation leave and is not on the payroll will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in "continuous service" and the employee's anniversary date will not be adjusted.

**4.2.5 Leave of Absence:** An employee will not accrue seniority while the employee is on an approved unpaid leave of absence beyond thirty calendar days (excluding military leaves) or while the employee is in layoff status beyond thirty calendar days. Such leave will not be considered as a break in "continuous service"; however, the employee's anniversary date will be extended for a period equivalent to the time of such leave.

**4.2.6 Loss of Seniority:** An employee's continuous service with the Town shall be deemed to have terminated under the following conditions:

1. Where the employee voluntarily quits employment.
2. Where the employee is discharged for just cause.
3. Where an employee fails to report within four working days of the date indicated on return receipt of written notice of recall to work from layoff.
4. Where an employee is absent due to a layoff or for any other reason, including physical disability, which continues for more than one year. Any employee absent for more than one year due to compensable disability incurred during the course of employment, shall not have continuous service broken provided such employee returns to work within thirty calendar 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 by the Town.

### **4.3 Layoff & Recall Procedure**

**4.3.1 First to be Laid Off:** In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service. In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within the bargaining unit, the employee within that job title with the least service seniority will be the first to be laid off.

**4.3.2 Bumping Rights:** An employee who is laid off may displace (bump) a less senior employee in an equal or lower job title within the bargaining unit, provided the employee has the necessary skills, licenses, 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 the employee's skills, knowledge, and abilities to the Town.

**4.3.3 Notice of Layoff:** The Town shall give not less than fourteen calendar days advance notice of layoff involving more than ten working days to the employee or employees affected and to the Union.

**4.3.4 Recall to Same Job Title:** In the event there is a vacancy in the job title in the competitive class where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service. In the event there is a vacancy in the job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

**4.3.5 Notice of Recall to Same Job Title:** The Town will notify the laid-off employee of the vacancy in 4.3.4. Such written notice shall be given by the Town by registered mail, return receipt requested, and addressed to the employee at the employee's last address appearing on the payroll records of the Town. An employee should immediately notify the Town Supervisor of a change of address.

An employee must reply to the recall within four working days from the date the notice was received. A letter from the Town shall be considered as received if it is returned marked "No Forwarding Address." Thereafter, the employee must report to work within fourteen calendar days. If the employee fails to either reply or return to work, the employee shall forfeit all recall rights.

**4.3.6 Duration of Recall Rights:** An employee in the non-competitive or labor class who is laid off will be eligible for recall under 4.3.4, above, for a period equal to the employee's seniority, not to exceed five years, from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

## **4.4 Performance Appraisal**

**4.4.1 Purpose and Criteria:** The purpose of the performance appraisal is to recognize an employee's achievement of performance standards and goals, identify and correct performance problems, encourage career development and growth, and set goals for the next appraisal period. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance.

**4.4.2 Frequency:** An employee will be formally evaluated at least once each year on a date determined by the Town Board. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the right to perform such evaluations at any time in the future.

**4.4.3 Evaluation Procedure:** The Department Head will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Department Head and the department liaison from the Town Board will meet with the employee to review the performance appraisal report.

**4.4.4 Deficiencies:** Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

**4.4.5 Employee Reply:** An employee's written comments, if any, will be attached to the performance appraisal report and included in the employee's personnel file.

**4.4.6 Employee Appeal:** An employee has the right to appeal the performance appraisal to the Town Board and be represented by the Union and/or counsel.

## **4.5 Personnel File**

**4.5.1 Location of Files:** All original personnel records for current employees will be kept in a location designated by the Town Supervisor and will be maintained and controlled by the Town Supervisor. All employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor. All employee substance testing records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor.

**4.5.2 Change in Status:** An employee should immediately notify the Town Supervisor of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

**4.5.3 Employee Access:** Access to personnel files is limited. A current employee may review and copy the contents of the employee's own personnel file by submitting a written request to the Town Supervisor. Someone authorized by the Town Supervisor must be present when the employee inspects the file. An employee may not remove or place any material in the employee's personnel file without the approval of the Town Supervisor.

## **5 VACANCIES & PROMOTIONS**

### **5.1 Posting and Application**

**5.1.1 Posting:** If a vacancy shall occur in any job classification within the bargaining unit that the Town intends to maintain, the Town shall post a notice of such vacancy of fourteen calendar days, during which time any qualified employee may submit to the Town a written bid for such vacancy. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

**5.1.2 Application:** Once a position has been posted, it shall be the employee's responsibility to apply for the vacancy by making a written application.

### **5.2 Appointment to Vacancies**

**5.2.1 Selection:** The Town shall, at the end of said fourteen-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.

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

**5.2.2 Training for Promotions:** In order that an employee may become qualified for a higher job classification, the Department Supervisor will make a diligent effort to train all employees in the operation of all equipment.

## 6 HOURS OF EMPLOYMENT

### 6.1 Work Schedule

**6.1.1 Workday:** The normal workday, except for Town Hall, shall consist of eight hours of work in each twenty-four 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. The Town Hall hours are to be 8:30 a.m. to 5:00 p.m. In the event the Town Board or the Union wants to change the normal beginning and ending times of the workday for a given employee or group of employees, the proposed change will be submitted to the collective bargaining process. In the event an agreement cannot be reached, the proposed change will be submitted to mediation in accordance with the procedure administered by the NYS Public Employment Relations Board.

**6.1.2 Workweek:** The normal workweek shall consist of Monday, Tuesday, Wednesday, Thursday, and Friday, or can be changed when mutually agreed upon. In the event the Town Board or the Union wants to change the normal days of work for a given employee or group of employees, the proposed change will be submitted to the collective bargaining process. In the event an agreement cannot be reached, the proposed change will be submitted to mediation in accordance with the procedure administered by the NYS Public Employment Relations Board.

### 6.2 Additional Hours of Work

**6.2.1 Requirement/Approval:** The Department Head may require an employee to work additional hours beyond the employee's normal workday and workweek, subject to 6.2.3, below. An employee must receive prior approval from the Department Head, or designee, before working additional hours.

**6.2.2 Availability During Inclement Weather (Highway Department Only):** Given that the Highway Department is responsible for the maintenance of the roadways, each employee must be informed about the potential of inclement weather during non-work hours (excluding pre-approved vacation periods). In the event there is a forecast for inclement weather that may require snow removal or other emergency responses by the Highway Department, each employee must be ready, willing, and able to work. Being "able" includes being in compliance with Department of Transportation regulations pertaining to the consumption of alcohol. If an employee cannot be at the employee's home to receive the call to report for snow removal or other emergency duties, the employee must leave a message on the Department's answering device as to where the employee may be contacted.

**6.2.3 Distribution and Rotation of Overtime:** Insofar as practicable, overtime work, except work necessary to complete a particular job, shall be distributed on a rotational basis 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 and possesses the necessary licenses and certifications. An offered opportunity from which the employee is excused shall be considered a missed turn.

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.

**6.2.4 Errors in Assigning Additional Hours:** In the event the Town makes an error in the assignment of additional hours, the Town will pay the employee who was skipped for the lost time as if the employee had worked the assignment.

### **6.3 Lunch Periods and Rest Periods**

**6.3.1 Lunch Period:** An employee who works more than six hours in a given day will receive an unpaid, duty-free lunch period for a period of thirty 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.

**6.3.2 Observance of Meal Periods:** In accordance with New York State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal period. Except during weather or other emergencies that might interfere with the ability to take the meal period, an employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

**6.3.3 Rest Breaks:** Employees shall be granted a rest period of fifteen minutes in the morning hours and fifteen 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 fifteen minutes in length.

**6.3.4 Time Off Between Shifts:** Any employee who shall, because of overtime or emergency work, or a combination of both, be required to work sixteen hours or more during a 24-hour period shall be entitled to eight consecutive hours of rest time, except in an extreme emergency declared by the Town Supervisor. 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.

**6.3.5 Overtime Meal Break & Allowance:** Any employee who shall, because of overtime or emergency work, or a combination of both, be required to work four or more consecutive hours after a normal workday shall be entitled to a "lunch-dinner" break thirty minutes, with pay, said lunch-dinner break will be reimbursed by the Town at a cost not to exceed fifteen dollars (\$15) per employee. Request for payment will be made by the Department Supervisor.

**6.3.6 Clean-Up Time:** Employees shall be allowed clean-up time, ten minutes before quitting time.

## 7 COMPENSATION

### 7.1 Wage Rates

**7.1.1 Pay Schedule:** The schedule set forth below will be the applicable schedule for the period January 1, 2007 through December 31, 2010, which reflects increases of four percent on January 1, 2007, four percent on January 1, 2008, four percent on January 1, 2009, and four percent on January 1, 2010.

	1/1/2007	1/1/2008	1/1/2009	1/1/2010
<b>Highway Department</b>				
Auto Mechanic	\$20.01	\$20.81	\$21.64	\$22.51
Working Supervisor	\$19.92	\$20.71	\$21.54	\$22.40
HMEO	\$16.44	\$17.10	\$17.78	\$18.50
MEO	\$15.84	\$16.47	\$17.13	\$17.82
Laborer	\$15.29	\$15.90	\$16.54	\$17.20
<b>Transfer Station</b>				
Solid Waste Attendant	\$15.29	\$15.90	\$16.54	\$17.20
<b>Buildings &amp; Grounds</b>				
Groundskeeper II	\$15.29	\$15.90	\$16.54	\$17.20
<b>Water/Sewer Department</b>				
Water/Waste Water Superintendent	\$58,383	\$60,719	\$63,147	\$65,673
Senior Waste Water Treatment Plant Operator	\$21.07	\$21.91	\$22.79	\$23.70
Senior Water Plant Operator	\$21.07	\$21.91	\$22.79	\$23.70
Senior Water/Waste Water Maintenance Foreman	\$21.07	\$21.91	\$22.79	\$23.70
Senior Water/Waste Water Maintenance Worker	\$20.42	\$21.23	\$22.08	\$22.96
Waste Water Treatment Plant Operator	\$16.86	\$17.53	\$18.23	\$18.96
Water Treatment Plant Operator	\$16.86	\$17.53	\$18.23	\$18.96
Water/Waste Water Maintenance Worker	\$15.23	\$15.83	\$16.47	\$17.13
<b>Administrative</b>				
Municipal Code Officer	\$36,400	\$37,856	\$39,370	\$40,945
Building Inspector I	\$15.23	\$15.83	\$16.47	\$17.13
MCO/Building Inspector II	\$15.23	\$15.83	\$16.47	\$17.13
Municipal Code Assistant	\$14.19	\$14.75	\$15.34	\$15.96
<b>Clerical Support</b>				
Court Clerk	\$13.68	\$14.22	\$14.79	\$15.38
Typist [Secretary to Planning/ZBA]	\$38,711	\$40,260	\$41,870	\$43,545
Assessor's Aide (part-time)	\$14.55	\$15.13	\$15.74	\$16.37
Senior Account Clerk / Typist - Water Dept.	\$14.83	\$15.42	\$16.04	\$16.68
Research Assistant	\$12.94	\$13.46	\$13.99	\$14.55
Receptionist – Building Department	\$11.59	\$12.05	\$12.53	\$13.03
Receptionist - Planning & Zoning	\$11.59	\$12.05	\$12.53	\$13.03

**7.1.2 Longevity Differential:** A full-time employee will receive one percent 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.

## 7.2 Premium Pay for Overtime

**7.2.1 Daily Overtime:** All hours worked by an *hourly* employee in excess of eight 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. Notwithstanding the above, in the event an *hourly* employee's scheduled hours of work are ten-hour days, such employee will receive the overtime rate for all hours worked in excess of ten hours.

**7.2.2 Weekly Overtime:** Hours worked by an *hourly* employee in excess of forty hours shall be paid for by the Town at one and one-half times the employee's regular hourly rate of pay.

**7.2.3 Holiday Overtime:** *Hourly* employees who, at the request of the Town, report to work on any holidays listed in 8.1.1, below, shall be paid one and one-half times the employee's regular hourly rate for the actual time worked in addition to the holiday pay. [Refer to 8.1.5, below].

**7.2.4 Compensatory Time (Salaried Employees Only):** Salaried employees will be credited with the equivalent of one and one-half hours of compensatory time off for hours worked in excess of the normal work week of forty hours. Requests for compensatory time shall be made to the employee's supervisor. An employee *should* use all compensatory leave credits within the calendar year in which it is earned; unused compensatory leave credits will be "carried" into the next calendar year. 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.

**7.2.5 Credit for Paid Leave (Hourly Employees Only):** Holidays, vacation leave, sick leave, personal leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime.

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

## 7.3 Call-In Pay

**7.3.1 Compensation:** 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. Any employee called to work for emergency work, which is in addition to, and does not attach to, the employee's regular working hours, shall receive not less than two hours of work at one and one-half times the employee's regular rate. In the event the employee does not work for the full two hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

**7.3.2 Start Time:** The pay for an employee who is called out for emergency duty will begin when the employee receives the call, however, the employee will not be paid for more than forty-five minutes before actually reporting to work.

**7.3.3 Snow Plow Incentive (Highway Department Only):** Each employee in the Highway Department who reports to work for at least **eighty** percent of the "full-crew" call-ins for snow removal between November 1<sup>st</sup> and April 15<sup>th</sup> will receive a bonus payment of four hundred dollars (\$400). Payment will be made in a separate check on the first payday after April 15<sup>th</sup>. In the event an employee is on scheduled vacation leave, the employee will be excused from the "full-crew" call in requirement. In the event an employee refuses a "full-crew" call-in due to an illness, the Superintendent of Highways may require medical verification of an employee's absence if the Superintendent perceives the employee has demonstrated a pattern of refusing call-ins (partial or full crew).



## 8 PAID LEAVE

### 8.1 Holidays

**8.1.1 Designated Holidays:** The holidays listed below will be observed on the day designated by the Town Board at the organizational meeting in January of each year.

- New Year's Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas

**8.1.2 Eligibility for Holiday Pay:** Full-time employees and part-time employees are eligible for paid holidays upon hire. To be eligible for holiday pay, the employee shall 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. To be eligible for holiday pay, the employee shall have not failed to report to work on the holiday when he has agreed to work such holiday.

**8.1.3 Holiday Occurs on Days Off (full-time only):** In the event a designated holiday occurs on a day for which a full-time employee was not scheduled to work, the holiday for such employee will be observed either on a preceding regularly scheduled day of work or on a succeeding regularly day of work, as agreed to between the Department Head and the employee. For example, if the holiday occurs on a Monday and that day and the preceding Sunday are the employee's regularly scheduled days off, the employee might observe the holiday on the preceding Saturday or following Tuesday.

Notwithstanding the above, in the event an employee "calls in sick" on the employee's scheduled workday before or after Memorial Day, Independence Day, or Labor Day, the employee will not be paid for the holiday or the sick day unless the employee provides medical verification of the illness or injury.

**8.1.4 Holiday Pay (Not Assigned to Work):** A full-time employee or part-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay; the part-time employee will not be paid for the day if the day the holiday is observed by the Town is not a normally scheduled workday.

**8.1.5 Holiday Pay (Assigned to Work):** A full-time *hourly* employee or part-time *hourly* employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay" **or**, with the approval of the Department Head, the employee will be paid for all hours worked at the employee's regular rate of pay and such employee will receive an equal amount of time off with pay at a mutually agreed upon date within thirty calendar days following the holiday.

In the event July 4<sup>th</sup> or December 25<sup>th</sup> is a Saturday or a Sunday, a full-time *hourly* employee who does work on such day will be paid for all hours worked at two times the employee's regular hourly rate.

**8.1.6 Compensatory Time (Salaried Employees Only):** Salaried employees will be credited with the equivalent of one and one-half hours of compensatory time off for hours worked on a holiday. Requests for compensatory time shall be made to the employee's supervisor. An employee *should* use all compensatory leave credits within the calendar year in which it is earned; unused compensatory leave credits will be "carried" into the next calendar year. 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.

**8.1.7 Holiday Pay During Paid Leaves:** In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

## 8.2 Vacation Leave

**8.2.1 Allowance (Accrual System):** A full-time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule. A part-time employee who is regularly scheduled to work at least twenty-five hours per week will be credited with paid vacation leave prorated by the average number of hours the employee normally works in a month.

	CREDITS PER MONTH (40 hour workweek)	CREDITS PER MONTH (35 hour workweek)
Upon hire	6.67 hours (equals 80 hours/year)	5.83 hours (equals 70 hours/year)
Upon start of 5 <sup>th</sup> year of service	10.00 hours (equals 120 hours/year)	8.75 hours (equals 105 hours/year)
Upon start of 10 <sup>th</sup> year of service	13.33 hours (equals 160 hours/year)	11.66 hours (equals 140 hours/year)
Upon start of 18 <sup>th</sup> year of service (only if hired before 1-1-2007)	16.66 hours (equals 200 hours/year)	14.58 hours (equals 175 hours/year)
Upon start of 25 <sup>th</sup> year of service (only if hired before 1-1-2007)	20.00 hours (equals 240 hours/year)	17.50 hours (equals 210 hours/year)

For example, an employee who has completed four years of continuous service on February 26<sup>th</sup> will see an increase in the number of hours credited from 6.67 hours per month to 10 hours per month on March 1st; similarly, an employee who has completed nine years of continuous service on September 5<sup>th</sup> will see an increase from 10 hours per month to 13.33 hours per month on October 1<sup>st</sup>.

NOTE: In transitioning from the previous "back-load system" to the new "accrual system" on January 1, 2007, each employee will be credited with vacation accruals earned during calendar year 2006 plus the appropriate credits for the month of January 2007.

**8.2.2 New Employees:** A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

**8.2.3 Accrual During Leaves of Absence:** An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month. However, an employee who is on an unpaid leave of absence due to a Workers' Compensation illness or injury will continue to accrue vacation as if the employee was in regular pay status.

**8.2.4 Accumulation:** An employee may accumulate vacation leave credits to a maximum of two hundred. Any vacation credits in excess of two hundred hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

NOTE: In transitioning from the previous "back-load system" to the new "accrual system", those employees who were hired before January 1, 1997 will not be held to the above mentioned "cap" until after December 31, 2008.

**8.2.5 Annual Buy-Back:** An employee may elect to receive cash payment for up to eighty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment will be made within the pay period following the date the request was made. Payment will be at the employee's then current rate of pay.

**8.2.6 Vacation Pay Advance:** 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 weeks prior to the pay period preceding the vacation.

**8.2.7 Scheduling:** An employee must receive prior approval from the Department Head to take vacation leave. The request must be submitted, in writing, to the Department Head as far in advance as possible. The Department Head will have total discretion in the approval of vacation leave. Such request will not be unreasonably denied; and in the case of an emergency may be taken immediately. The employee will be notified, in writing, within three work days as to the approval or denial.

In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period will be given to the employee with the most service seniority. In the event an employee cancels an approved vacation leave, the employee may reschedule the leave. Vacation leave may not be used in increments of less than one-half days (e.g. four hours if an 8-hour day; five hours if a 10-hour day). An employee may take vacation leave only after it has been credited.

**8.2.8 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.

**8.2.9 Illness on Vacation:** 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.

**8.2.10 Termination of Employment:** An employee who has completed the probationary period and is separated from employment for any reason will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of 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 weeks before the termination of the employee's employment with the Town. The vacation paid for in these cases for regular employees who have completed the probationary period shall be the unused portion of whatever vacation time has been earned during the current year, up to the date of separation. In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.

## 8.3 Sick Leave

**8.3.1 Allowance (Monthly Accrual):** A full-time “40-hour” employee will be credited with eight hours of paid sick leave each month. A full-time “35-hour” employee will be credited with seven hours of paid sick leave each month. A part-time employee who is regularly scheduled to work at least twenty-five hours per week will be credited with paid sick leave prorated by the average number of hours the employee normally works in a month, with 35 equal to 100% or 40 equal to 100%, as the case may be.

**8.3.2 Accrual during Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month. However, an employee who is on an unpaid leave of absence due to a Workers’ Compensation illness or injury will continue to accrue sick leave as if the employee was in regular pay status.

**8.3.3 Accumulation:** There is no maximum to the accumulation of sick leave credits.

**8.3.4 Sick Leave Bank:** The parties will administer a “sick leave bank” for extended illnesses or injuries.

**8.3.5 Use of Sick Leave:** Sick leave or accumulated sick leave can only be used for the purpose stated and not for vacation or personal business. An employee may use sick leave credits for an illness or injury that inhibits the employee’s ability to perform the duties of the employee’s job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave may not be used in increments of less than two hours. An employee may take paid sick leave only after it has been credited.

**8.3.6 Family Sick Leave:** An employee may use sick leave credits for family illness or injury only if the employee **must provide direct care** to an immediate family member. In the event the employee must be absent from work beyond a continuous forty hours, the employee should apply for leave under the Town’s Family and Medical Leave policy. For purposes of family sick leave, “immediate family member” will mean the employee’s parent, spouse, or child, including step-child and foster child.

**8.3.7 Notification of Sick Leave:** Any employee who cannot report to duty because of illness or disability shall immediately notify the Department Head, or designee, as soon as possible before the employee’s scheduled starting time and shall state the nature of the illness or disability. 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. 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.

**8.3.8 Medical Verification:** The Town may require medical verification of an employee’s absence if the Town perceives the employee is demonstrating a pattern of sick leave abuse or to have used an excessive amount of sick leave. The Town may require medical verification of an employee’s absence to verify that the employee is able to return to work with or without restrictions.

**8.3.9 Retirement Credit:** The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits, only the remaining unpaid portion will be used to increase the employee’s service credit at retirement.

**8.3.10 Retirement Buy-Back of Sick Leave:** For an employee hired before January 1, 2007, 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 fourteen hundred and forty hours (180 eight-hour days) at the rate of one-third their hourly rate of pay or one-third 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.

An employee hired on or after January 1, 2007 who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to one-tenth of any amount of the employee's accumulated sick leave (no "cap") at the employee's rate of pay at the time of retirement.

**8.3.11 Use of Sick Leave Accruals for Retiree Medical Insurance:** At the time of retirement, an employee (regardless of the date of hire) may elect to apply any amount of accumulated sick leave credits toward monthly premium payments for retiree medical insurance. *The value of the sick leave credits will be set at fifty percent of the employee's rate of pay at the time of retirement.*

Note: If the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under 41-j, only the remaining portion may be used for the payment of retiree medical insurance premiums.

Note: To be eligible for retiree medical insurance, the employee must be enrolled in the medical insurance plan at the time of retirement, which may necessitate that the employee enroll in the medical insurance plan during the "open enrollment period" prior to the date of retirement.

**8.3.12 Termination of Employment:** Except as provided in 8.3.10 and 8.3.11, above, 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.

## **8.4 Personal Leave**

**8.4.1 Allowance (front-loaded):** A full-time "40-hour" employee shall be entitled to twenty-four hours of personal leave on January 1<sup>st</sup> of each year for use during the following twelve months. A full-time "35-hour" employee shall be entitled to twenty-one hours of personal leave on January 1<sup>st</sup> of each year for use during the following twelve months. A part-time employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided such employee has prior approval from the Department Head.

**8.4.2 New Employees:** An employee who is hired after January 1<sup>st</sup> in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. For example, a full-time "40-hour" employee who is hired on March 1<sup>st</sup> will be credited with twenty hours of paid personal leave; an employee who is hired on October 1<sup>st</sup> will be credited with six hours of paid personal leave. Thereafter, the employee will be credited January 1<sup>st</sup> for use during that year.

**8.4.3 Accumulation:** Personal leave credits shall not be cumulative from year to year and shall never exceed twenty-four hours per year for a "40-hour" employee or twenty-one hours for a "35-hour" employee. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

**8.4.4 Use of Personal Leave:** An employee may use personal leave credits for any business which cannot be reasonably accomplished outside of regular working hours. This also includes the observance of required religious abstention from work.

**8.4.5 Scheduling:** A one-day notice of the request to take personal leave time shall be given by the employee to the appropriate Department Head, or designee, except in the case of an emergency. Personal leave may not be used in increments of less than two hours. An employee may take personal leave only after it has been credited.

**8.4.6 Termination of Employment:** An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

## **8.5 Bereavement Leave**

**8.5.1 Immediate Family:** In the event of a death of an employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, the "immediate family" is defined as:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- Child (including step, domestic, & foster)
- Sibling

**8.5.2 Extended Family:** In the event of a death of an employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, the "extended family" is defined as: Spouse's Parent.

**8.5.3 Eligibility:** To be eligible for bereavement leave, an employee must be regularly scheduled to work thirty-five hours or more per week throughout the year.

**8.5.4 Additional Bereavement Leave:** An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member who is either covered or not covered above. In the absence of extenuating circumstances the department head must be contacted.

**8.5.5 Part-time Employees:** A part-time employee, who is not regularly scheduled to work thirty-five hours or more per week throughout the year, is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the individual has notified the Department Head.

## **8.6 Jury Duty**

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

**8.6.2 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Department Head.

**8.6.3 Return to Duty:** In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work.

## **9 LEAVE OF ABSENCE / ABSENCE WITHOUT LEAVE**

### **9.1 Leaves of Absence Without Pay**

**9.1.1 Leave of Absence:** The Department Head may grant a leave of absence without pay, but if the leave is for longer than ten working days, the approval of the Town Board is required.

### **9.2 Absence Without Leave**

**9.2.1 AWOL:** When an employee is absent without leave and without an explanation for a period of five working days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of the absence.

**9.2.2 Failure to Return to Work:** An employee who does not return to the employee's position within five working days following the expiration of a leave of absence shall constitute a resignation effective on the date of the commencement of the absence.

## **10 INSURANCE**

### **10.1 Medical Insurance**

**10.1.1 Coverage:** The Town will make available MVP 20+ with a \$5/\$20/\$40 prescription drug plan and student rider to each full-time employee and the employee's eligible family.

**10.1.2 Date Coverage Begins:** Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service and the insurance carrier.

**10.1.3 Change in Insurance Plans:** 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.

**10.1.4 Health Reimbursement Account:** On January 1<sup>st</sup> of each year, the Town will contribute the following amounts into a health reimbursement account (HRA) for the cost of the employee's deductibles and co-payments and any eligible medical, dental, vision, or prescription drug expenses that are not covered by the insurance plan: [Negotiation note: The HRA for 2007 is 60% of the difference between the 2007 renewal rate for MVP 15+ with Rx \$5/\$20/\$40 and the 2007 rate for MVP 20+ with Rx \$5/\$20/\$40; the HRA for 2008 is 10% above 2007; the HRA for 2009 is 10% above 2008; and, the HRA for 2010 is 10% above 2009. Figures are rounded up or down to the nearest \$5 increment.]

	2007	2008	2009	2010
Family Coverage	\$390	\$425	\$470	\$515
Two-Person Coverage	\$290	\$315	\$350	\$385
One-Person Coverage	\$145	\$160	\$175	\$190

In the event the employee does not use all of the allotted HRA dollars in a given year, the excess will "roll-over" into the next calendar year, but in no event will the HRA accumulate to more than \$3000 for family coverage, \$1500 for two-person coverage, or \$1000 for one-person coverage.

Except as set forth above, in no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical bill or other expense not covered or reimbursed by the plan.

**10.1.5 Premium Payment:** The Town will pay eighty-two percent (82%) of the monthly premium for individual, two-person, or family coverage, as the case may be. The employee's contribution to the premium will be deducted from the employee's regular paycheck.

## 10.2 Optical Plan

**10.2.1 Optical Coverage:** 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.

**10.2.2 Date Coverage Begins:** Coverage will begin on the first day of the month following the employee's first day of employment, provided the employee meets all eligibility requirements of the plan and has completed the application prior to the first day of employment. Enrollment in the optical plan is not automatic. An employee must complete the necessary enrollment forms.

**10.2.3 Premium Payment:** The Town will pay the full premium for individual or family optical coverage, as the case may be.

## 10.3 Pre-Tax Medical and Dependent Care Expenses

**10.3.1 Eligibility:** A full-time employee is eligible to enroll in a pre-tax reimbursement plan under Section 125 of the Internal Revenue Service Code, provided the employee meets all eligibility requirements for medical insurance.

**10.3.2 Change in Plan Administrator:** Any change in the Plan Administrator is subject to the mutual agreement between the Town and the Union.



**10.3.3 Pre-Tax Insurance Premiums:** An employee may elect to pay the employee's contribution towards medical insurance premiums with pre-tax dollars.

**10.3.4 Flexible Spending Accounts:** An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account, dependent care flexible spending account, or both. Money set aside in an employee's medical care flexible spending account may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care flexible spending account may be used to cover eligible day care and nursery school expenses for covered dependents.

**10.3.5 Election Changes:** Eligible employees may enroll or decline coverage in the pre-tax reimbursement plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the Internal Revenue Service. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one calendar days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

## **10.4 Medical Insurance Buy-Out**

**10.4.1 Eligibility:** A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in either two individual plans or the same plan (two-person or family) and will not be eligible for this buy-out.

**10.4.2 Amount of Buy-Out:** The employee will receive forty percent of the Town's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Town is contributing 82% of a \$13,000 premium for family coverage (or \$10,660), the amount of the buy-out would be 40% of \$10,660, or \$4264. The buy-out is subject to applicable taxes.

**10.4.3 Method of Payment:** Partial payment of the buy-out will be made in the employee's regular bi-weekly paycheck for each pay-period the employee is eligible for the buy-out.

**10.4.4 Reinstatement:** In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

## 10.5 Workers' Compensation Insurance

**10.5.1 Continued Compensation:** The Town will provide full pay up to a maximum of six 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 10.5.2 of this section, shall be deemed to have waived the employee's rights under this section in respect to salary or wages payable after such refusal.

**10.5.2 Disability Retirement:** Payment of the full amount of regular salary or wages, as provided by 10.5.1 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 the employee's 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.

**10.5.3 Use of Sick Leave Credits:** After the expiration of the paid leave provided by 10.5.1, above, an employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement Workers' Compensation.

**10.5.4 Continuation of Medical Insurance:** The Town will continue medical insurance coverage while the employee is in full pay status under 10.5.1, above. Thereafter, an employee who is receiving Workers' Compensation benefits for lost time **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for **up to a maximum of one year** provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue medical insurance coverage in accordance with COBRA.

## 10.6 Short-Term Disability Insurance

**10.6.1 Coverage:** The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.

**10.6.2 Premium Payment:** The Town will pay the full premium for short-term disability insurance for each eligible employee.

**10.6.3 Reporting of Injury:** To ensure prompt coverage of the claim, the employee should submit a report of the illness or injury to the appropriate Department Head, on the proper form, within twenty-four hours of the occurrence. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

**10.6.4 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement short-term disability.

**10.6.5 Continuation of Medical Insurance:** The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for **up to a maximum of one year** provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

## **11 RETIREMENT BENEFITS**

### **11.1 Medical Insurance for Retired Employees**

**11.1.1 Coverage:** Upon retirement under the New York State Retirement System, the Town shall offers medical insurance and prescription drug coverage to eligible full-time employees as follows, until Medicare eligible. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA. When the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, the Town will no longer contribute towards medical insurance and prescription drug coverage for that individual who is Medicare eligible.

**11.1.2 Eligibility:** For those employees hired before January 1, 2002 to be eligible for coverage, the retiree must meet all of these requirements: 1) have at least fifteen years of continuous service with the Town; 2) be at least fifty-five years of age; 3) retire directly from the Town; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System.

For those employees hired on or after January 1, 2002 to be eligible for coverage, the retiree must meet all of these requirements: 1) have at least twenty years of continuous service with the Town; 2) be at least fifty-five years of age; 3) retire directly from the Town; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System.

Notwithstanding the above, an employee who leaves employment due to disciplinary action for fraud, theft, or violence is not eligible for medical insurance or prescription drug coverage for retirees.

**11.1.3 Insurance Plan:** The Town will make available the same medical insurance plan and prescription drug plan under the same terms and conditions as it makes for active employees, as if the retiree were still actively employed by the Town. When the retiree or the retiree's eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, the Town will no longer contribute towards medical insurance and prescription drug coverage for that individual who is Medicare eligible.

#### 11.1.4 Premium Payment:

Hired before January 1, 2002

Years of Service	Town's Contribution
15 Years	50 percent
20 Years	75 percent
25 Years	80 percent

Hired on or after January 1, 2002

Years of Service	Town's Contribution
20 Years	75 percent
25 Years	80 percent

Hired on or after January 1, 2007

Years of Service	Town's Contribution
20 Years	50% individual / 35% two-person

## 12 DRUG AND ALCOHOL POLICY

### 12.1 Drug & Alcohol Testing Policy

**12.1.1 Refusal of Test:** Any driver who refuses an FHW A-mandated drug test will be suspended without pay until such time as the test is administered. Any driver who refuses an FHW A-mandated alcohol test will be suspended without pay until such time as the test is administered.

**12.1.2 Referral to Substance Abuse Professional:** 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 the Town-approved 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.

**12.1.3 Confirmed Positive Results:** Incident 1 - Employee is suspended without pay, but may utilize accumulated sick leave time, until such time as the Town-approved EAP indicates compliance. Incident 2 - Employee is suspended without pay for thirty calendar 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. Notwithstanding the above, an employee who twice received a confirmed positive test result will be terminated.

## 13 SAFETY AND HEALTH

### 13.1 Safety Program

**13.1.1 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.

**13.1.2 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.

**13.1.3 Safety Committee:** The parties agree to establish a Safety Committee, which shall consist of one member of the Town Board and one 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.

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

### 13.2 Transitional Duty Program

**13.2.1 Preamble:** The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the appropriate Department Head may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

**13.2.2 Eligibility:** The employee must be classified as partially disabled at fifty percent or less **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Town. The Town will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

**13.2.3 Transitional Duty Assignment:** The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

**13.2.4 Wages:** While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

**13.2.5 Duration of Assignment:** A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

**13.2.6 Refusal of Assignment:** In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

## **14 WORK ACCOUTERMENTS**

### **14.1 Work Clothes**

**14.1.1 Supply of Work Clothes (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 year, the employee shall owe the prorated amount to the Town, to be deducted from the employee's last paycheck.

**14.1.2 Supply of Work Clothes (Water/Sewer Departments/Buildings and Grounds/Transfer Station):** Work clothes are provided and maintained by the Town. Employees within Water/Sewer, Buildings & Grounds, and the Transfer Station shall receive up to 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.

**14.1.3 Requirement to Wear Work Clothes:** 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.

## **15 DUE PROCESS PROCEDURES**

### **15.1 Grievance Procedure**

**15.1.1 Definition of Grievance:** For the purposes of this Collective Bargaining Agreement, if a dispute arises concerning the interpretation, application, or claimed violation of a specific term of the Collective Bargaining Agreement, the following steps will be utilized. All Union represented positions will have access to the Grievance Procedure.

**15.1.2 Step One - Formal Grievance:** The Grievant and the Shop Steward shall take the matter up with the Department Head within thirty calendar days of the alleged violation. The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought. The Department Head shall give an answer within fourteen calendar days to the employee and the steward.

**15.1.3 Step Two - Appeal:** If the Union is not satisfied, the Union may submit the grievance in writing to the Town Board within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received. The Union shall have the right to present its case to the Town Board. Thereafter, the Town Board will answer the grievance in writing within thirty calendar days to the Unit President, or designee.

**15.1.4 Step Three - Binding Arbitration:** In the event the grievance is not satisfactorily resolved at Step Two, the Union 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 demand for arbitration must be filed within thirty calendar days from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The arbitrator's decision will be binding on both parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement.

The Town and the Union shall share the fees of the arbitrator equally.

**15.1.5 Time Limits:** The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

## **15.2 Disciplinary Procedure**

**15.2.1 Discipline for Just Cause:** The Town will not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

**15.2.2 Notice of Discipline:** The Town will provide the employee with a written Notice of Discipline, which will contain all charges and specifications and the penalty. Simultaneously, a copy of the notice will be sent to the Unit President.

**15.2.3 Disciplinary Hearing:** If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Board. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline. Failure to submit the appeal within said fourteen calendar days shall make the matter ineligible for future appeal under this Article or any other procedure.

Within fourteen calendar days after receiving the appeal, the Town Board will meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Board will issue a written response which will be given to the Unit President.

**15.2.4 Appeal of Disciplinary Action:** If the Union is not satisfied with the response of the Town Board, the Union may submit the matter to arbitration by filing a demand for arbitration with the NYS Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within twenty-one calendar days of receiving the response from the Town Board or when the response should have been received. Failure to file the demand within said twenty-one calendar days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The arbitrator's decision will be binding on all parties.

The Town and the Union shall share the fees of the arbitrator equally.

**15.2.5 Civil Service Rights:** The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.



## **16 APPLICATION OF AGREEMENT**

### **16.1 Duration of Agreement**

**16.1.1** This Collective Bargaining Agreement shall take effect January 1, 2007 and shall remain in effect until December 31, 2010.

### **16.2 Complete Agreement**

**16.2.1** This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Union to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

This Collective Bargaining 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 Collective Bargaining Agreement. Copies of any agreed upon amendments shall be delivered to each party of this Collective Bargaining Agreement.

### **16.3 Savings Clause**

**16.3.1** Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

**16.3.2** Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

### **16.4 Legislative Action**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## 16.5 Execution of Agreement

**IN WITNESS WHEREOF**, the parties have caused this collective bargaining agreement to be signed by their respective representatives on December \_\_, 2006.

### TOWN OF LLOYD

### CIVIL SERVICE EMPLOYEES ASSOCIATION

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**Robert Shepard**  
Town Supervisor

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**Franco Zani**  
Unit President

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**Mark Elia**  
Member of the Town Board

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**Eugene Roosa**  
Unit Vice President

---

**Michael A. Richardson**  
Labor Relations Consultant

---

**John Passante**  
Member of the Bargaining Unit

---

**Howard Baul**  
Labor Relations Specialist

**MEMORANDUM OF AGREEMENT**  
**by and between the**  
**TOWN OF LLOYD**  
**and the**  
**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**BASE WAGE RATE FOR JAMES CHRISTIANA**

On January 1, 2007, the base wage paid to James Christiana as a Motor Equipment Operator will remain at \$16.25. In addition, Mr. Christiana will receive the appropriate longevity stipend. Mr. Christiana will receive four quarterly payments during 2007 totaling \$1352.00 ( $\$16.25 \times 1.04 = \$16.90$  minus  $\$16.25 = \$0.65 \times 2080 = \$1352.00$ ). The quarterly payments will be made on the regular payday immediately preceding March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>.

On January 1, 2008, the wage paid to James Christiana as a Motor Equipment Operator will increase to \$16.47. In addition, Mr. Christiana will receive the appropriate longevity stipend. Mr. Christiana will receive four quarterly payments during 2008 totaling \$894.40 ( $\$16.25 \times 1.04 = \$16.90$  minus  $\$16.47 = \$0.43 \times 2080 = \$894.40$ ). The quarterly payments will be made on the regular payday immediately preceding March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>.

	12/31/2006	1/1/2007	1/1/2008	1/1/2009	1/1/2010
MEO (Job Rate)	\$15.23	\$15.84	\$16.47	\$17.13	\$17.82
MEO (Christiana)	\$16.25	\$16.25	\$16.47	\$17.13	\$17.82