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Contract Database Metadata Elements

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Union: Town of Niskayuna Highway/Parks Unit, New York Council 66, AFSCME, AFL-CIO

Local: Schenectady County 1130

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AGREEMENT

between
TOWN OF NISKAYUNA, NEW YORK

and
TOWN and VILLAGE EMPLOYEES - SCHENECTADY COUNTY
LOCAL 1130 - COUNCIL 66

1/1 12/31

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This is an AGREEMENT entered into by and between the Town of Niskayuna, New York, hereinafter referred to as the Employer, and Local Union 1130, County and Municipal Council 66 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

SECTION 1 - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, representing the public, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

SECTION 2 - RECOGNITION - EMPLOYEES COVERED

The Employer hereby recognizes the Union as the sole and exclusive representative of all permanent employees of the Employer in the Highway and Parks Departments for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement. The Union shall not represent seasonal employees nor those holding the position of work crew leader.

SECTION 3 - AID TO OTHER UNIONS

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

SECTION 4 - MANAGEMENT RIGHTS

The Union recognizes the right of the Town of Niskayuna to manage its affairs and to direct the work force. It is recognized that the Town is subject to laws, rules and regulations which also direct the activities of the Work Force, and the Union hereby agrees that it will instruct and require its members in the work force to comply with said laws, rules and regulations, and to do their work in a competent and efficient manner as directed.
SECTION 5 - UNION DUES DEDUCTION

A. The Employer agrees to deduct Union Dues, in the amount certified by the Union, from the pay of each employee who executes or who has executed an "Authorization for Payroll Deduction", which shall be provided by the Union.

B. Check-off deductions under all properly executed Authorization for Check-off of Dues Forms shall become effective at the time the application is signed by the employee and shall be deducted from the second (2nd) pay of the month and each month thereafter.

C. Deductions for any calendar month shall be remitted to the designated Financial Officer of the Local Union.

D. An employee shall cease to be subject to dues deductions immediately upon ceasing to be a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of the month in which the termination took place.

E. An employee shall cease to be subject to dues deductions immediately upon filing with the Town Comptroller a written resignation of membership.

SECTION 6 - STEWARDS AND ALTERNATE STEWARDS

A. The employees of the Niskayuna Highway Department and Parks and Recreation shall be represented by a total of one (1) steward who shall be a regular employee. In the absence of the Steward, an alternate may be appointed by the Local President. In the absence of the Steward, the Alternate Steward shall function in the same capacity and with the same authority as the Steward would have functioned if he were present.

B. The Union Steward and/or Union Officers may present grievances to the Employer during their working hours without loss of time or pay.

SECTION 7 - SPECIAL CONFERENCES

Special Conferences for important matters including matters pertaining to safety and health will be arranged between the Local Union President and the Employer or its designated representative on a quarterly basis upon the request of either party. The request for such meeting shall be in writing and include a proposed agenda of topics for discussion. Such meeting shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance. Conferences shall be held during regular working hours. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union Council and/or a representative of the International Union.
SECTION 8 - GRIEVANCE PROCEDURE

The following procedure shall be the sole method by which any grievance or dispute which may arise between the Union and the Employer, including meaning, interpretation, and the application of this Agreement; may be processed. A grievance is a dispute regarding the meaning, interpretations or applications of this agreement raised by one or more employees covered by this agreement.

Step 1. The Union Steward, with or without the employee, shall present the grievance to the department head within ten (10) days of the occurrence of the grievance, or knowledge of this occurrence. Should the grievance not be satisfactorily resolved or no answer is forthcoming within five (5) work days, then the matter shall proceed to:

Step 2. If the dispute is not resolved at Step 1, the Union Steward or an officer of the Union shall present the grievance to the Town Supervisor or his designee within ten (10) work days from the conclusion of Step 1. Within ten (10) work days from receipt of the grievance, the Town Supervisor or his designee shall meet with all parties concerned in an attempt to find a satisfactory solution to the grievance. If the dispute is not resolved within ten (10) work days of the presentation of the grievance at Step 2, or if no action is taken by the Town Supervisor or his designee within ten (10) work days from the presentation of the grievance to him, then the matter shall proceed to:

Step 3. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the Step 2 procedures are completed, or thirty (30) calendar days after the time limits required by the steps in the grievance procedure have run out, either party, by notification to each other, may pursue either step 4, advisory arbitration of the grievance or dispute or step 5, an appeal to the Town Board.

Step 4. If elected, arbitration shall be accomplished as follows.

A. Upon receipt of notification of a request for advisory arbitration by either party, both the Employer and the Union shall attempt to select an arbitrator that is mutually agreeable within seven (7) calendar days from such receipt. Should the parties be unable to agree upon the selection of an arbitrator, either party may request from the New York State Public Employment Relations Board a list of arbitrators from which the Employer and the Union shall select an arbitrator in accordance with the procedures of the Board.

B. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.

C. The determination of the arbitrator shall be provided within thirty (30) days after the conclusion of testimony and argument and shall be advisory upon the Employer, except for grievances involving a disciplinary penalty of either 1) a suspension in excess of five (5) work days or 2) a termination, in which event the determination of the arbitrator shall be the exclusive, final, and binding remedy.
for such a grievance, there being no further right of appeal for the disciplinary penalty arbitrated.

D. Expenses of the arbitrator’s services and the proceeding shall be borne equally by the Employer and the Union.

E. The arbitrator shall be bound by any decision(s) of the Court of Appeals relating to the matter being arbitrated.

Step 5. Should the Union seek to appeal a grievance to the Town Board, the appeal shall be made in writing to the town Supervisor specifying the issue which is the subject of the appeal, the provision or provisions of the contract alleged to have been violated, and the proposed remedy which is sought. The matter shall be placed on a Board agenda for a hearing within 30 days of the date of the written appeal. The Board shall consider any relevant testimony or evidence presented to it and shall, by a majority vote, render a determination on the matter before it within 30 days of the hearing.

SECTION 9 - APPEAL OF DISCHARGE OR DISCIPLINE

A. Disciplinary action or measures shall include only the following:
   1. Oral Reprimand
   2. Written Reprimand
   3. Suspension Without Pay
   4. Discharge

B. The Employer shall not discharge or discipline any employee without just cause.

C. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not excessively embarrass the employee before other employees or the public.

D. In any case of suspension or discharge, the employee and the Union Steward will be notified in writing within five (5) work days of such action and the reason thereof.

E. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the Employer within ten (10) regularly scheduled working days of the discharge or discipline, and said complaint shall be handled through the regular grievance procedure.

F. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all time lost and with full restoration of all other rights and conditions of employment.

G. The Superintendent shall have the discretion to remove 1) a notice of an oral reprimand or 2) a written reprimand, that may have been placed in an employee’s personnel file, after a year has passed from the date on the document in the file. A request for removal may only be made by the employee affected. A refusal of the Superintendent to do so may be grieved, but shall not be subject to the arbitration provisions contained in Section 8 of this agreement.
SECTION 10 - SENIORITY - PROBATIONARY EMPLOYEES

A. New employees hired in the unit shall be considered probationary for the first one hundred eighty (180) calendar days of their employment. When an employee completes his probationary period, he shall establish his rank for seniority as the beginning day of his probationary period. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for collective bargaining purposes for all terms and conditions of employment, but shall not represent such employees in the event of discipline or a discharge, unless such action has been taken for reason of union activity.

SECTION 11 - SENIORITY LISTS

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

B. The seniority list on the date of this Agreement will show the names, job titles, and date of hire of all employees in the unit entitled to seniority. Unless otherwise specified in this Agreement, seniority shall be defined by date of hire.

C. The Employer and the Union will keep the seniority list up-to-date at all times. The Employer's sole responsibility in regard to this item shall be to provide said Union said seniority list at the first of each year.

SECTION 12 - LOSS OF SENIORITY

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

1. He quits.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. If he does not return to work when recalled from layoff as set forth in the recall procedure.
4. He retires.

SECTION 13 - SENIORITY OF THE STEWARD

Notwithstanding his position on the seniority list, the Steward shall in the event of a layoff of any type, be continued at work as long as there is a job in his department which he is qualified to perform and which is a job within his current job title or within a job title which he formerly held in good standing in Niskayuna, and he shall be recalled to work in the event of a layoff on the first open job of his department which he is qualified to perform and which is a job within his current job title or within a job title which he formerly held in good standing in Niskayuna.
SECTION 14 - SENIORITY OF OFFICERS

Notwithstanding their positions on the seniority list, the President, Vice President, Financial Secretary, and Recording Secretary of the Local Union shall, in the event of a layoff only, be continued at work at all times provided they are qualified individually to perform a job which is open within their job title or within a job title formerly held by them in good standing in Niskayuna.

SECTION 15 - PROMOTIONS AND METHOD OF FILLING POSITIONS

A. The term promotion means the advancement of an employee to a higher paying position.

B. In case of promotion or whenever a new job title is created or a vacancy occurs, other than temporary, the position shall be posted on the Highway Department Bulletin Board for a period of five (5) work days, stating the job title, pay rate, and necessary qualifications for the job.

C. An employee shall apply in writing for such position and submit such application to his immediate superior.

D. Any position to be filled shall be filled by the Employer from among employees who have made such application and who are qualified, except that where more than one (1) employee qualifies for the same position, seniority shall be the determining factor in making the selection. Should no one apply for the position, or it be determined that no employee is qualified, then the Employer shall be free to fill the position from another source. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a maximum of thirty (30) work days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

E. An employee shall be paid the rate of pay of the new title during his trial period, except that in no case shall he be paid less than the rate of pay of his former title.

F. Employees required to work out of title shall be paid the rate of the higher title.

G. Temporary assignments to a title with a higher pay rate for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc. must be granted to the senior employee in that Department who meets the requirements for the job. An employee will receive the higher rate of pay for all hours worked while filling such vacancy. Equal pay for equal work shall prevail, but in no event shall the employee receive less than his established rate of pay.

H. In the event of a temporary need for an equipment operator in the MEO - Heavy title, the Superintendent shall offer the work to the most senior employee in the title of MEO - Medium who is qualified to operate the equipment. In the event all qualified employees refuse the work offered, the work shall be assigned to the least senior employee who is
qualified to operate the equipment. During April 1 and November 1 and when a temporary need for the operation of equipment normally operated by an employee in the title of ME0 - Heavy occurs, an employee holding the position of ME0 - Medium shall have the right to bid to operate the equipment. Consistent with the above provisions of this paragraph, such work shall be assigned to the most senior employee who bids the work and who is qualified to operate the equipment. For the purpose of this paragraph, the term "qualified to operate equipment" shall mean trained, either at work or elsewhere, to operate the equipment in question to the satisfaction of the Superintendent or his designee.

SECTION 16 - LAYOFF DEFINED

A. The word "layoff" means a reduction in the working force.

B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in SECTION 11, 13 and 14.

C. Employees to be laid off for an indefinite period of time will have at least ten (10) work days' notice of layoff. The Local Union Secretary and/or President shall receive a list from the Employer of the employees being laid off on the same date that the notices are issued to the employees.

D. When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in SECTIONS 11, 13 and 14, provided they meet the requirements of the job. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) work days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of layoff.

E. Unless prohibited by law or regulation, an employee designated to be laid off may, according to seniority, bump back to another position in the bargaining unit which was formerly held or for which the employee is qualified to perform the work.

SECTION 17 - TRANSFERS INTO A NEW TOWN UNIT

If an employee is transferred to a position under the Employer not included in this unit:

1. The employee may convert allowable benefits as though he were leaving the Town's employ, or

2. He may transfer benefits if the new unit offers similar benefits.
SECTION 18 - MILITARY LEAVE

An employee on ordered military duty shall be granted all benefits afforded the individual by state and federal laws. An alleged violation of this section of the contract shall not be subject to arbitration.

SECTION 19 - EDUCATION LEAVE OF ABSENCE

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

SECTION 20 - ADA COMPLIANCE

With respect to compliance by the Town of Niskayuna with the provisions of the Americans with Disabilities Act and with regulations issued pursuant to the Act, the parties agree that they shall comply with the Act.

SECTION 21 - LEAVE OF ABSENCE

Provided that it is legally permissible at the time, leaves of absence for reasonable periods as defined below may be granted without loss of seniority for:

1. Serving in any elected position in the Union - One (1) year.
2. Illness leave (physical or mental) - One (1) year. Such leave may be extended for like cause, at the discretion of the Niskayuna Town Board.

SECTION 22 - LEAVE FOR UNION BUSINESS AND EDUCATION

A. Provided that it is legally permissible at the time, the duly elected representative of the Local Union may be allowed time off with pay to attend a function of the Council and International Union, such as Conventions or Educational Conferences, at the discretion of and with the approval of the Town Board of the Town of Niskayuna, New York.

B. Consistent with Department needs, the Town shall allow up to a total of 40 hours per year of paid leave for educational purposes.
C. The Local Union President and/or his designee will be allowed up to twenty (20) hours off, combined, with pay, each calendar year for union business, upon approval of the Highway Superintendent. Such approval shall not be unreasonably withheld if requested upon reasonable notice.

**SECTION 23 - SICK LEAVE**

A. Each permanent employee of the Bargaining Unit shall be credited with six (6) days of sick leave on January 1st of each year and one (1) additional day of sick leave on the first day of each remaining month in each year. Each employee shall be entitled to use five (5) sick leave days each year for personal business. Sick leave and personal leave will be measured by the one-hundredth of an hour. Permission for the use of sick leave for personal business shall be made by the employee with his immediate supervisor at least 24 hours in advance. The 24 hour prior notice may be waived for special circumstances at the discretion of the Commissioner. Unused sick leave days may be accumulated from year to year to a maximum of two hundred and forty-eight (248) days.

B. Any employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked.

C. The head of the Town Highway Department or his designated representative may require a doctor’s certificate after three (3) consecutive days’ illness before payment of any sick leave allowance. The head of the Town Highway Department may designate the examining physician and if such physician is other than the physician of the employee’s own choosing, then the expense connected with such doctor’s certificate shall be a Town expense. The physician’s examination may be authorized and required during the period of time which the employee is absent by reason of illness. In the event the physician is refused admission to the premises or is refused permission to examine the employee, then the employee will not receive payment of any sick leave allowance for said absence.

D. An employee absent from the beginning of the work day because of illness may lose his pay for that day if he has not notified the Highway Superintendent of said impending absence by 6:30 a.m. of said day, at the discretion of the Employer. A telephone answering device will be installed to record such notification.

E. Employees who have had 8 (eight) or more sick leave occurrences without a confirming doctor’s certificate in any one calendar year may, for the remainder of that year, be required at the discretion of the Superintendent of Highways, to produce a doctor’s certificate attesting to such inability to work because of sickness or disability, in order to qualify for sick leave pay. If an employee uses 8 (eight) or more sick leave occurrences in a calendar year, such an employee will be allowed 6 occurrences in the following year.

F. The department head or his designated representative may investigate any reported illness of an employee who is absent from work, and if the employee is not found to be at his home, a hospital, a doctor’s office, or at another location which has been duly
reported to the employer, then the employee will not receive payment of such leave allowance for said absence.

G. Probationary employees shall earn sick leave while on probation; however, said sick leave will not be credited to the employee until he is appointed permanently. Sick leave earned during probation shall be at the rate of one (1) day per month. Upon permanent appointment, the employee shall also be credited with pro-rated sick days for personal use based on an annual rate of five (5) days, and the number of months remaining in the year after he is appointed permanently.

H. Upon death of an active employee, the Town shall pay to his survivors an amount based on his rate of pay at the time of death, equal to one hundred percent (100%) of his unused sick leave, up to a maximum of 120 days. An active employee includes any employee currently on payroll.

I. Upon retirement an employee shall be paid, based on his rate of pay at that time, for fifty percent (50%) of accumulated unused sick leave, up to a maximum of sixty (60) days. An employee with at least 180 days of accumulated sick leave shall, upon retirement, be paid for 90 days at the rate of pay at the time of retirement.

J. Sick leave may be used in an emergency for illness in the employee's immediate family. Immediate family is defined as the employee's spouse, child, mother or father. The provisions of Section 23E shall apply to sick leave used for illness in the immediate family. Up to three (3) occurrences a calendar year may be used for the illness or disability of a household member or parent.

K. The Superintendent shall have the authority to create a light duty assignment for any employee utilizing paid leave because of an illness or injury which prevents the performance of the essential functions of his or her job. The assignment will be consistent with the person's ability to perform specified light duty work. An employee shall report for a light duty assignment which he or she is capable of performing. The creation of a light duty assignment or a refusal to do so shall have no precedential value.

L. Three (3) of the sick days earned in January will be kept in a separate sick bank, for each employee. Employees will be able to use these days after they are out for 3 or more consecutive days or out of sick leave. These hours will also count towards accrued sick leave in Section 24 part H.

SECTION 24 - LEAVE DUE TO DEATH IN FAMILY

In the event of death in the family of an employee, that is, spouse, parents, brother, sister, children, or members of the immediate household of the employee, the employee shall be granted leave with no loss of pay for a period not to exceed five (5) work days to make
household adjustments and arrange for funeral services. Three (3) days shall be granted for the death of grandparents or step-grandparents. Two (2) days shall be granted for the death of mothers-in-law, and fathers-in-law. One (1) day shall be granted for the death of a great grandparent.

SECTION 25 - LONGEVITY SERVICE PAY

A. An employee shall be paid longevity service pay according to the following schedule:

LONGEVITY PAY SCHEDULE

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C. All longevity payments shall be paid at an hourly rate. If an employee receiving longevity retires from the Town, the pro-rated balance of any longevity due shall be paid in a separate check.

SECTION 26 - WORKING HOURS AND WORK WEEK

A. The regular work day shall consist of eight (8) hours per day, and the regular work week shall consist of forty (40) hours, Monday through Friday. The regular work day shall begin at 6:30 a.m. and continue until 3:00 p.m., Monday through Friday. All hourly employees shall be entitled to one-half hour (1/2) lunch period. Up to two (2) groundsworkers hired after December 1, 2000 may be required to work Saturday and Sunday due to heavy park usage from June 1 to October 1. An employee required to work weekends will have Thursday and Friday off. If an employee works one day on the weekend he/she will have Friday off and the other weekend day off. Weekend work will be scheduled two (2) weeks in advance. With the approval of the Highway Superintendent, employees may request alternate days off. Employees may be required to work overtime on their scheduled days off. Senior groundsworkers may volunteer to work the weekends. If there are no volunteers, the weekend work will be rotated.

B. Employees shall have a fifteen (15) minute rest period between 8:00 a.m. and 8:15 a.m. and also a fifteen (15) minute rest period between 1:00 p.m. and 1:15 p.m.

C. Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.

D. Members of the bargaining unit shall vote in April on whether to work 10 hour days between May 1 and September 30. Any schedule change to 10 hour days shall be subject to the approval of the Superintendent of Highways. In the event of his or her approval, 2 laborers and 2 MEO-mediums will be required to work Tuesday through Friday on a two-week rotating basis.

E. From April 1 through December 1, the Superintendent may change an employee’s shift up to one (1) hour to have that individual pick up materials or check equipment, so that jobs can start earlier.

F. Inclement Weather Clause. The Superintendent has the right to send half (1/2) of the employees present on a particular day home during inclement weather if work is not available during their regular work shift. Up to 16 hours per year per employee can be used for inclement weather. If an employee is sent home for inclement weather, then his sick time leave balance will be drawn on his sick bank (paragraph L. sec. 23), no occurrence will be charged. Volunteer 1st then least senior. If you report to work and are sent home at the start of the day you will only be charged seven (7) hours.

SECTION 27 - HOLIDAY WORK

Time worked on holidays shall be compensated at time and one-half (1 1/2), except that Thanksgiving Day, Christmas Day and New Year’s Day shall be compensated at double time.
Time and one-half (1 1/2) or double time for work on holidays shall be paid in addition to the employee's regular holiday pay.

SECTION 28 - HOLIDAY PROVISIONS

A. Paid holidays shall be as follows:

1. New Year's Day
2. President's Day
3. Memorial Day
4. July 4th
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Eve
11. Christmas Day
12. Floating Day

B. Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday. If a regular work day immediately precedes or follows a holiday, as observed by the Town of Niskayuna, any employee who does not work a full eight (8) hour day on either of the said work days, or both, shall not receive pay for the holiday. The Employer may waive this provision upon presentation of sufficient evidence of extenuating circumstances.

C. Employees will be paid their current rate of pay based on their normal work day for said holiday.

D. An employee selecting a floating holiday must provide a notice of at least 5 days to the Superintendent of Highways. An employee who has been approved for a floating holiday and who is called in to work shall have the option of either being paid at the straight time rate and retain the floating holiday for use later during the year or being paid for holiday work in accordance with the provisions of Section 27 of this contract. Between November 1 and April 1, no more than 2 employees will be allowed to select the same day as a floating holiday.

E. Notwithstanding the provisions of paragraph A of this section and based on seniority, one-half of the bargaining unit shall be off from work on the opening day of deer season (southern zone) and the other half shall take Veterans Day as a holiday. An employee working Veteran's Day shall be paid at his or her straight time rate and shall not receive holiday pay.

SECTION 29 - VACATIONS

A. The vacation allowance for employees of the Town Highway Department of the Town of Niskayuna shall be established on the following schedule. Employees paid upon an annual per diem or hourly basis who have been in the service of the Town for at least six
(6) months of the first calendar year shall be entitled to vacation with pay for a period of not more than one (1) week.

B. One (1) through five (5) years accumulated continuous service: - not more than two (2) weeks in each and every year:

<table>
<thead>
<tr>
<th>Years Accumulated Continuous Service</th>
<th>Number of Weeks</th>
</tr>
</thead>
<tbody>
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<td>6 Years</td>
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<td>&amp; Over</td>
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</table>

C. Vacations shall be taken only at a time fixed by the Town Highway Superintendent or other department head. Vacation schedule for the Town Highway Department indicating the days each employee will be taking for a vacation shall be completed and a copy thereof posted on a bulletin board in the Town Highway Department and another copy filed with the Town Clerk not later than April 1st of the calendar year to which the vacation schedule relates. An employee's choice for his vacation period will be granted according to seniority within the Highway Department.

D. Upon the death of an employee or separation from service, 100% of the employee's earned vacation and compensatory time shall be paid to him or, if deceased, to his beneficiary or his estate. This provision shall not apply if an employee is removed from service as a result of disciplinary action.

E. Between April 1 and October 31, there can be a minimum of four (4) employees per week on vacation leave, excluding mechanics. From November 1 through March 31, there may be as many as two (2) employees per week on uninterrupted vacation during which the employee will not be on call. Between those dates, employees may request uninterrupted vacation of one (1) day or more, including Friday or Monday, and in such an instance will include the weekend as time not subject to a call back to work. Employees wishing to use vacation from January 1 through March 31 must apply during the first week of January, and those wishing to use vacation from November 1 through December 31 must apply by April 1.

F. All employees may carry over up to one (1) week of vacation to be used in the following year.

SECTION 30 - PAY PRACTICES

A. If a regular pay day should fall during an employee's vacation, an employee seeking to be paid during the vacation shall make arrangements for the direct deposit of the pay check from the Town.
B. Employees will be paid for their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

C. An employee will be paid by biweekly. Lump sum payments will be paid on the first pay day occurring after the payment is due. There shall be a one week lag in payment for overtime. At his or her option, an employee may arrange for the direct deposit of any payment made to the employee by the Town.

D. The Town Comptroller shall have the right to adjust an employee’s gross wages up to a maximum of $125 per pay period to correct an overpayment of money.

E. Time worked shall be measured in one-hundredths of an hour.

SECTION 31 - UNION BULLETIN BOARDS

The Employer will provide a bulletin board in the Highway Garage which may be used by the Union for posting notices regarding Union activities. Any posting shall first be approved by the Superintendent.

SECTION 32 - RATES FOR NEW JOBS

When a new job is to be created in the unit and cannot be properly placed in an existing job title, the Town will notify the Union prior to establishing a new title and rate structure. In the event the Union feels that the new job to be created in the unit cannot be properly placed in an existing job title and would jeopardize any existing title in the unit, it shall be subject to negotiation. The parties understand and agree that this provision will not supersede the authority vested in the Civil Service Commission.

SECTION 33 - JURY DUTY

An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay.

SECTION 34 - HOSPITALIZATION AND MEDICAL BENEFITS

A. The Town shall provide hospitalization and medical benefits for unit employees, either individual or family coverage, as may be appropriate, from among Capital District Physicians Health Plan (CDPHP), Mohawk Valley Physicians Health Plan (MVP) 15+ Plan with 5/20 drug co-pay, and the Empire Plan or a substantially equivalent program. Should an alternate plan be proposed, it will be submitted to the Union for analysis 90 days before implementation. Should a dispute regarding the substantial equivalence of the alternate plan arise, such matter will be subject to the arbitration section contained in this agreement.
The cost of this medical benefit shall be shared by employees to the following extent:

- hired prior to January 1, 1989: no contribution
- hired after January 1, 1989 but prior to January 1, 1995: 10% of the cost of coverage
- hired after January 1, 1995: all employees pay 10% of the cost of individual coverage; those electing family coverage pay in addition, 20% of the difference between individual and family coverage
- hired after January 1, 1998: 20% of the cost of coverage

A written description of any plan's benefits is available to any employee on request from the Town Comptroller.

B. The Town also agrees to provide at no cost to the employee vision care through the CSEA Employee Benefit Fund—Platinum 12 plan; APA Partners Dental Care, Full Basic Coverage Family Plan, including coverage for student dependents to age 25. A written description of dental benefits is available to any employee on request from the Town Comptroller. Dental benefits shall be capped at Two Thousand Five Hundred and 00/100 ($2,500.00) Dollars, per person (not per family), per year, excluding payments for orthodontia services.

C. Employees hired on or before April 1, 1977 shall continue to receive full paid health insurance upon retirement in accordance with the provisions of the New York State Government Employees Health Insurance Program or an alternate package as described in Section 34A above.

Health insurance coverage shall continue in retirement with the same employee contribution, according to the date of hire set forth above. Current permanent employees as of January 1, 2006 shall be entitled to individual, two-person or family coverage. However, employees hired after January 1, 2006 shall be entitled to receive individual coverage with the employee contribution set forth above and shall pay one hundred percent (100%) of the additional cost for two-person or family coverage, if elected.

D. Employees hired after April 1, 1977 shall be entitled to the same benefit provided that they have ten (10) years of service prior to the date of retirement.

Employees hired after January 1, 2006 shall be entitled to the same benefit provided they have fifteen (15) years of service prior to retirement.
Current permanent employees as of January 1, 2006 are entitled to coverage in retirement after ten (10) years of service rather than fifteen (15) years.

E. An employee may decline coverage in the Town's health insurance program, dental insurance and vision insurance. If an employee so chooses, he or she shall receive 40% of the cost of the plan from the health insurance provider selected by a majority of those in the bargaining unit. The choice not to participate in a Town health insurance program should be made during the same time period that Town employees are required to designate the program they wish to participate in. This money shall be paid on a quarterly basis at the last biweekly pay period of the quarter. This option shall also be available to retirees. An employee or retiree may choose to re-enter the Town's health insurance program and will be re-enrolled as soon as possible. The share of savings shall be prorated to the time of re-enrollment. Re-entry into a health plan can only occur in January, after the open enrollment period or as the result of a qualifying event, such as a spouse's loss of coverage under his or her plan.

F. The Town reserves the right to require that anyone covered under one of its available health plans and who is Medicare-eligible enroll in an available plan that supplements coverages and benefits under Medicare.

G. If the Town changes the co-pay from the plans offered by its health insurance providers with comparable coverage during the term of this agreement, a member shall be reimbursed the amount of the change in the co-pay.

H. For an employee on sick leave, the Town will continue to pay its share of the employee's health insurance premium based upon the amount of sick leave that has been accrued by the employee at the time of injury, in accordance with this schedule:

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<thead>
<tr>
<th>Accrued Sick Leave</th>
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<tr>
<td>200 hours or more</td>
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<tr>
<td>400 hours or more</td>
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<td>600 hours or more</td>
<td>18 months</td>
</tr>
<tr>
<td>800 hours or more</td>
<td>24 months</td>
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I. Notwithstanding the above, when an employee and his spouse are both employed by the Town, the Town shall provide health insurance coverage only once for the family and without duplication. Additionally, the family will be entitled to only one (1) “buy-back” in the event neither spouse shall elect coverage. Such employee-spouse shall, however, not be required to purchase two-person or family coverage upon retirement as provided in Paragraph C above. Upon death of one spouse, or divorce, the individual right to health coverage shall be afforded to the survivor, or each divorced spouse, under the terms of this contract.

J. The Town may provide a health savings account plan or a Canadian prescription drug plan, or both, provided that participation in such plans is at the option of the employee.
SECTION 35 - WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation Law. When absent on a compensation case or claim, the employee will receive his full pay as long as he has accumulated benefits to charge the absence against. Absence shall be deemed to begin at the time of injury. Benefits that may be used include sick leave, personal leave and vacation. An employee who does not have these benefits or has exhausted them, will receive only his direct compensation payment. An employee, at his option, may use compensation payments to buy back leave credits that were used for compensation purposes. If an employee chooses to use his compensation payments to buy back leave credits, such buy back shall be on a dollar per dollar basis based on the employee’s rate of pay while out on compensation.

SECTION 36 - LIFE INSURANCE COVERAGE

All member employees are eligible for a death benefit as provided by law through the New York State Employees Retirement System.

SECTION 37 - NEW YORK STATE DISABILITY

A. All employees covered by this Agreement shall be covered by the Disability Benefits Law of the State of New York, the full cost of which shall be paid by the Employer. Weekly payments to an employee shall commence after the employee has exhausted all sick leave credits accrued under the sick leave benefit section of this Agreement, except for sick leave that may be used for personal business in accordance with Section 23A.

B. An employee who has received full pay while out on an off the job disability will sign any disability benefit check over to the Town and the employee will have paid leave that was utilized recredited.

SECTION 38 - OVERTIME

A. Employees working outside their regular working hours shall be compensated for all hours worked at time and one-half their regular rate of pay. An employee may elect to accrue up to 32 hours of compensatory time. In order to use compensatory time, an employee must request its use from the Superintendent at least 72 hours prior to intended use. Compensatory time use must be approved by the Superintendent and must be taken in multiples of at least four (4) hours. The Town reserves the right to cash out an employee’s accrual of compensatory time in December.

B. An employee called for emergency duty, in addition to his regular working hours, shall be compensated for the time actually worked, but in no event less than three (3) hours at premium pay; provided, however, the above minimum shall not apply to a call back for a snow emergency.
An employee called for an emergency that requires less than three (3) hours of work may be required by the Employer to continue working until he shall have completed a total of at least three (3) hours work.

C. Overtime work shall be voluntary except in cases of emergency, and when needed to complete work in progress. Work in progress overtime shall not be required more than ten (10) times per year per employee and shall not be used when the expected duration of the work exceeds two (2) hours. If an employee has a personal emergency, he or she may request to be excused from such an overtime assignment. Notice of this type of overtime will be given to the affected employee as soon as possible. It is agreed that snow removal, requiring overtime work, shall constitute an emergency.

D. Overtime work shall be offered as equally as possible to employees working within the Highway Department.

E. On each occasion, the opportunity to work overtime shall be offered to employees Highway Department on a rotation basis. Employees who are offered overtime work on this basis but decline, shall be considered to have worked for the purpose of determining equal distribution of overtime.

F. Any employee required to work four (4) hours of over-time following his regular full day shall then be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour off with pay shall be granted for each such four (4) hour period of overtime to be followed by additional overtime. This provision is intended to apply to emergency overtime work following regular working hours.

G. Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. Under no circumstances shall an employee be sent home during his regularly scheduled shift for the purpose of calling him back to work on another work shift that would normally be an overtime situation.

H. An employee recalled to work to correct his or her own mistake shall not receive a recall premium. In the event overtime is required to be paid in accordance with federal law, overtime shall be based on one-half the employee's regular rate.

I. In the event the overtime provisions of this agreement are perceived by the Superintendent as causing or contributing to absence from work or an unavailability for work, the parties agree to reopen negotiations to address the issue of overtime payment.

J. If an employee is called into work due to an emergency before midnight and work extends into the next work shift, the employee shall have the right to leave work at the end of the emergency and charge the time off to sick leave or to personal leave.

K. An employee called in to work overtime prior to midnight and who continues to work into the regular workday shall receive overtime at the rate of one and one-half (1 ½) for all time worked from the time the employee started work prior to midnight until the completion of his/her regular workday.
SECTION 39 - JOB PREFERENCE

A. Permanent employees hired prior to December, 2000 shall be given preference in the operation of equipment and/or work that normally falls within their job title. Employees without job preference will be assigned jobs not selected by employees with job preference, however, those unselected jobs representing upgrades shall be assigned by seniority, on a daily basis, if qualified. Seasonal laborers may be hired as needed. Consistent with past practice, working crew leaders may perform unit work.

B. Work assignments shall be assigned in accordance with seniority within a job title for work within the Highway Department.

C. Employees may, at the outset of each work week, bump within their job title based on seniority. These assignments shall then continue for one full week. In the event a job that affects 6 or less employees is finished during the week, the Superintendent or a designee may place workers where needed for the duration of the week. However, if more than 6 workers are affected because of a job change, then the entire work force will re-bid the following day.

SECTION 40 - PENSIONS

The Employer shall continue to provide retirement benefits as per the New York State Employees 1/60th Retirement Plan retroactive to 1960. On or about April 1, 1992, the Employer shall provide retirement benefits pursuant to Section 75-i of the Retirement and Social Security Law.

SECTION 41 - TEMPORARY EMPLOYEES

This section shall not apply to summer or student help.

A. When necessary, temporary employees shall be hired for a period not to exceed one hundred twenty (120) days. Temporary employees shall not be entitled to receive fringe benefits or seniority.

B. Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employees shall be hired to fill higher than Laborer I positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary reassignment.

C. Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority from his last date of hire as a temporary employee, not to exceed one hundred and twenty (120) days.

D. Temporary employees who are employed for a period of more than one hundred and twenty (120) continuous calendar days shall be considered as permanent employees, excluding summer and student help.
SECTION 42 - DISABLED EMPLOYEES AND JOBS DANGEROUS TO HEALTH

The Employer shall make every effort to place employees who, through physical sensitivity, or otherwise, become partially disabled on their present jobs on work which they are able to perform.

SECTION 43 - PLEDGE AGAINST DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. The Employer agrees not to interfere with the rights of the employees to become members of the Union, and that there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

SECTION 44 - PROTECTIVE DEVICES

A. Each employee shall be furnished by the Employer the following:

- 2 pairs of gloves - one winter/one summer
- 1 rain suit
- 1 pair insulated boots with two sets of liners
- 1 pair of rubber boots
- 1 pair of thermal coveralls (one or two piece option)
- 1 pair of regular coveralls

The Town will regularly purchase safety shoes for all employees as may be needed. The shoe and the vendor shall be selected by the Superintendent. Should an employee prefer a safety shoe other than that selected by the Superintendent, the employee will pay for that portion of the cost of the preferred shoe that exceeds the cost of the shoe selected by the Superintendent, if any. Any shoe purchased by an employee shall meet the appropriate federal OSHA standards for footwear. As of January 2002, the Town will pay up to $100 each calendar year for safety shoes needed by an employee covered by this agreement.

B. In lieu of the regular coveralls, the automotive mechanics and automotive body repairman will receive work uniforms provided by a laundry service. For all other employees, beginning in 2002, the Town will pay each employee $175 by voucher annually for clothing. The Town shall provide each employee with 4 t-shirts per year. The clothing shall be approved by the Superintendent and shall be worn by employees.
C. Employees will be responsible for all clothing and equipment issued to them. Items will be replaced only when worn out or damaged items are returned to the Highway Superintendent. With the exception of the laundry service provided for the mechanics and body repairman, all employees will be responsible for their own cleaning.

SECTION 45 - RATES OF PAY

A. The following hourly rates shall be in effect for the duration of this contract reflecting these wage increases:

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<th>Date</th>
<th>Rate</th>
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</thead>
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B. The Mason position will be a seasonal position from April 1st to October 31st. The employee filling that position will be paid the mason rate for the entire season.

C. The Catch Basin Cleaner position will be a seasonal position from April 1st to October 31st. The employee filling that position shall be paid the Catch Basin Cleaner rate (MEO Heavy) on a per diem basis. In the event that no eligible employee shall bid this position, it shall be assigned to the least senior MEO Medium employee.
D. The "MEO Heavy" - 1 position shall be held by a qualified operator of the following:
   - Grader
   - Sweeper
   - Back hoe
   - Bulldozer
   - Roller
   - Basin Cleaner

E. The Town agrees to reimburse employees their cost for Commercial Driver's License A and B renewals, contingent upon the employee providing appropriate documentation that the CDL License has been renewed.

F. A groundsworker will obtain a commercial drivers' license within a year of being hired and will be required to operate all lawn mowers. Those groundsworkers operating a multi-deck mower will be paid an additional $1.00 per hour for such time. Those operating the Alamo and Trackless machines shall be paid the MEO-Medium rate.

G. After an employee has held the position of laborer for more than 4 years, the employee will be promoted to an MEO-Medium.

H. The Superintendent may require employees to report directly to a job site.

I. Employees operating the water wagon will be paid the MEO-Heavy rate of pay.

**SECTION 46 - WORK RULES**

A. When any existing rules are changed or new rules are established, they shall be posted on the appropriate bulletin boards.

B. Any complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the Grievance Procedure.

C. Subject to approval by the Superintendent of Highways of the Town of Niskayuna, in severely inclement weather, other than snow emergencies, employees may be permitted to work within the garage facilities.

**SECTION 47 - PERSONAL DAMAGES**

The Employer shall replace or reimburse employees for any damage incurred to eye glasses which were brought about as the result of an accident or injury while he was carrying out the duties of his job, provided that such accident or injury was not the result of negligence by the employee.
SECTION 48 - BLOOD DONOR

The Employer may permit the absence of any employee for up to one-quarter day at a time, without loss of time or pay, who is to donate blood for any purpose. Prior approval must be obtained from the Superintendent of Highways or his designee.

SECTION 49 - ACCESS TO PREMISES

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 66, and representatives of Local 1130 to enter the premises for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees, with prior approval of the Department Head or his designee.

SECTION 50 - SAVINGS CLAUSE

If any provision of this Contract is declared invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect, and that provision that has been declared invalid by the court of competent jurisdiction shall be immediately renegotiated.

SECTION 51 - NOTICE REQUIRED UNDER SECTION 204-a OF THE TAYLOR LAW

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 fund therefor, shall not become effective until the appropriate legislative body has given approval.

SECTION 52 - JOINT SAFETY AND TRAINING COMMITTEE

A. The Employer and the Union agree jointly to establish a joint Safety and Training Committee consisting of two (2) members of management and two (2) Union representatives to be designated at the beginning of each year. A minimum of three (3) committee members shall be required to perform the following functions:

1. Make detailed investigations of each accident to determine fundamental causes;

2. Make inspections to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;

3. Promote safety for workers and participate in making the safety program known to all workers:
4. Conduct meetings for the purpose of discussing accident prevention and developing suitable corrective measures.

5. Issues unresolved by the Safety Committee shall be processed through the Grievance Procedure, in accordance with Section 8.

B. Committee meetings may be scheduled during working hours without loss of pay or after working hours. The committee shall meet at least once during each quarter of each year.

C. The Town and the Union will participate in the development of a training program to promote advancement opportunities for interested employees and the safe and efficient operation of equipment. The Town shall obtain qualified equipment operators to provide employees with training during non-work hours. Consistent with the work responsibilities of the Department and its future needs, employees will be offered training in the operation of motor equipment as determined by the Superintendent or his designee to be appropriate. The evaluation of an employee's competency in training shall be based on reports and reactions of those providing the training or those observing the training. An employee being trained in the operation of equipment outside regular work hours shall be paid a training rate of $5.00 per hour.

SECTION 53 - LEAVES WITHOUT PAY

Any employee in leave without pay status for more than one-half of a month shall have his or her sick leave and vacation leave accruals pro-rated with the period of time of such absence. This provision shall not apply if such absence without pay is a result of a compensable work related injury.

SECTION 54 - MISCELLANEOUS

A. An employee covered by this agreement shall be entitled to family and medical leave in accordance with federal law, regulations issued pursuant to it, and the Town's family and medical leave policy.

B. An employee whose driving license is suspended or revoked shall promptly notify the Superintendent of Highways. In no event shall such an employee drive Town equipment. A violation of either requirement shall be grounds for discipline.

SECTION 55 - TERMINATION AND MODIFICATION

This agreement shall be in effect as of the first day of January, 2005, and shall continue to remain in full force and effect until the 31st day of December, 2008. On or within thirty [30] days after July 5, 2008, upon notice from either party, the parties shall commence negotiations concerning proposals advanced by either party for a successor Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 10\textsuperscript{th} day of \textbf{March}, 2006.

For the SCHENECTADY COUNTY, TOWN AND VILLAGE EMPLOYEES, LOCAL 1130, COUNCIL 66, AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:

Ken Larkin,
Area Representative, Council 66

Peter Rakvica, Union President

Douglas Brister

George Gullotta

Randy Hayner

For the TOWN OF NISKAYUNA,

Luke J. Smith
Town Supervisor

Eric J. Dickson, Town Attorney