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AGREEMENT

between

TOWN OF HAMBURG, NEW YORK

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000 AFSCME, AFL-CIO

TOWN OF HAMBURG BLUE COLLAR UNIT, LOCAL 815

NOTICE: 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Begins: January 1, 2000

Ends: December 31, 2003

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION
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THIS AGREEMENT by and between the TOWN OF HAMBURG, NEW YORK (hereinafter called "Town" or "Employer"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO, TOWN OF HAMBURG BLUE COLLAR UNIT, LOCAL 815, (hereinafter called the "CSEA").

WITNESSETH:

In consideration of the mutual promises herein contained, the parties hereto mutually agree as follows:

ARTICLE 1
GENERAL MATTERS

1.1  Recognition, Term and Definitions.

1.1.1  Recognition.  The Employer recognizes the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO, TOWN OF HAMBURG BLUE COLLAR UNIT, LOCAL 815, as the sole and exclusive representative for purposes of collective negotiations and the settlement of grievances from and after the execution date of this Agreement through and including December 31, 2003 with respect to permanent full-time employees occupying the positions listed in Appendix B of this Agreement.

1.1.2  Term.  The term of this Agreement begins at 12:01 a.m. on January 1, 2000 or on the execution date of this Agreement whichever occurs last, except with respect to those provisions where a different beginning is expressly set forth. The term of this Agreement ends at midnight on December 31, 2003.

1.1.3  Definitions.  As used in this Agreement:

(a) "Employee" means a person occupying a position included in the negotiating unit defined in Paragraph 1.1.1 of this Agreement.

(b) "Superintendent" means the Town's Superintendent of Highways (or his designee) or the Superintendent of Buildings and Grounds (or his designee) as the context requires.

(c) "Town Board" means the Town Board of the Town.
(d) "Department" means the Town Highway Department or the Town Buildings and Grounds Department as the context requires and, then used in the plural, means both such departments.

1.2 Other General Matters.

1.2.1 Managerial Rights. Except as expressly limited by other provisions of this Agreement, all of the authority, right and responsibilities possessed by the Town are retained by it including, but not limited to: the right to determine the mission, purposes, objectives and policies of the Departments; to determine the facilities, methods, means and number of personnel required for conduct of the Departments' programs; to administer the examination, selection, recruitment, hiring, appraisal, training, retention, promotions, assignment or transfer of Employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; to discharge Employees in accordance with law and the provisions of this Agreement; and to make reasonable rules for the conduct of the work and the maintenance of safety, order, efficiency and the protection of property.

1.2.2 Applicable Laws. The Public Employees, Fair Employment Act, the other provisions of the Civil Service Law, and the Local Laws of the Town of Hamburg not inconsistent with said Act and the Civil Service Law, are applicable laws which govern the terms and provisions of this Agreement.

1.2.3 Non-Discrimination. The Employer shall administer its obligations under this Agreement in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of sex, nationality, race or creed.

1.3 Future Negotiations.

1.3.1 Notice. If either party desires to negotiate a successor agreement to this Agreement, that party shall so notify the other Party not later than September 1st of the last year of this Agreement. Such notice shall be accompanied by: (1) the name, address and telephone numbers of the person who will serve as that party's chief spokesman.

1.3.2 Introduction of Proposals. Neither party will be allowed after the beginning of the fourth actual negotiation session to make a negotiation proposal on a topic that has not been the subject of a proposal or counter-proposal previously submitted in those negotiations.

1.3.3 Waiver of Negotiations. During the term of this Agreement, either party may propose that this Agreement be amended, but the other party is not obligated to
negotiate or to agree to any proposed amendment; except as otherwise provided in preceding paragraphs of this Section 1.3.

1.3.4 Participation of Local Union Contract Negotiating Team. The Employer will give time off with pay for no more than four (4) members of the Local Union Contract Negotiating Team to participate in contract negotiations, if such meetings are held during their regular working hours at the request of the Employer. It is further agreed and understood that there shall not be more than one (1) member of the Local Union Contract Negotiation Team holding the same job title in the same department. Each party will identify the members of its negotiating team no later than the first negotiations session between the parties.

1.4 Legal Matters.

1.4.1 Complete Agreement. This Agreement is complete and contains all of the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter which is a proper subject of collective negotiations. No provisions of this Agreement may be deleted or changed, and no provisions may be added to this Agreement, by implication or by any other means except a written amendment to this Agreement signed by each party.

1.4.2 Conflict with Law. No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. Unless this Agreement says otherwise, any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation.

With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control, unless this Agreement says otherwise.

1.4.3 Invalidity. If this Agreement requires a person to do anything that is prohibited by law, the obligation is invalid but all other obligations imposed by this Agreement remain valid. If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties, as soon as it is reasonably practicable, shall enter into collective negotiations limited to the subject matter of such invalid provision, provided that the parties may lawfully negotiate and agree concerning such subject matter.
ARTICLE 2
RELATIONS WITH CSEA

2.1 CSEA Representatives.

2.1.1 Representatives to Town Board. The Employer recognizes the right of the Employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions and grievances as to the terms and conditions of this Agreement. Such Employee Representatives shall also be permitted to appear at public hearings before the Town Board.

2.1.2 Visitation. No Union Representative, whether or not a Town Employee, may conduct Union business of any nature whatsoever on Town property or job site without the advance permission (not less than twenty-four (24) hours prior to the time of such business) of the appropriate superintendent or designee unless such business (including meetings) is requested by the superintendent. Such permission shall not be unreasonably withheld. It is agreed and understood that such Union Representative shall not in any way interfere with the work duties or work performance of any of the Employees. It is further agreed and understood that any meetings planned between Employees and Employer Representatives only during regular working hours, to address grievances or administer the Agreement shall be with pay.

2.2 Other Matters.

2.2.1 Posting Notices. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer (subject to the approval of the contents of such notices and communications by the Town Supervisor or his designee) which shall comply with the laws of the State of New York and the rules and regulations of the Town.

2.2.2 Dues Deductions. The Employer shall deduct from the wages of Employees who are members of the CSEA and remit to the CSEA regular membership dues for those Employees who have or will sign individual authorizations permitting such payroll deductions. Such payroll deductions shall be remitted by the Employer to the Treasurer of the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The CSEA shall hold the Employer harmless against all claims, demands, suits and liabilities arising from the operation of this Paragraph.

2.2.3 Agency Fee Deductions. Furthermore, CSEA having been recognized or certified as the exclusive representative for all Employees whose titles are included in the collective bargaining unit as set forth in Section 1.1 of Article 1 of this contract, shall be
entitled to have monies deducted from the wages or salaries of Employees of the aforementioned bargaining unit who are not members of CSEA in an amount equivalent to the annual dues levied by CSEA for full-time Employees who are now members. The fiscal or disbursing officer shall deduct and transmit such appropriate amount of monies to the CSEA in the form and manner that he or she is transmitting the dues paid by Employees who are members. All agency fees deducted shall be sent to CSEA at the address set forth in Section 2.2 of this Article 2 each pay period. The agency fee deduction shall be accompanied by a list indicating the name and addresses of those Employees who are not members of CSEA.

2.2.4 Deduction Errors. If the Town through inadvertence or error fails to make a deduction which is properly due and owing from a bargaining unit member's paycheck, such deduction will be made from the paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Town shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum.

2.2.5 No Strike. The CSEA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE 3
GRIEVANCES

3.1 Definitions.

3.1.1 Grievance. A "grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement. This term does not include any matter involving any Employee's rate of compensation except as to whether the Employee has been paid the rate he or she is entitled to under this Agreement, retirement benefits, exercise of any management prerogative not inconsistent with the terms of this Agreement, any reasonable work rule current or future, any matter which is otherwise reviewable pursuant to law, and any statute, ordinance or any rule or regulation having the force and effect of law.

3.1.2 Day. "Day" refers to workday and not calendar day.

3.1.3 Workday. "Workday" shall mean the days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any state of a grievance procedure.
3.2 **Rights of the Parties.**

3.2.1 **Briefs.** Each party shall have the right to submit briefs to support or refute allegations of the other.

3.2.2 **Time Limits.** The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievance to proceed within a time limit set forth shall terminate the grievance with prejudice against the grievant at that step. The failure of the Employer to answer within the time limit set forth requires a grievance to proceed to the next step of grievance procedure within a timely manner as though the grievance had received a timely answer from the Employer.

3.2.3 **Union Representation.** A grievant shall have the right, if he/she so desires, to be represented by the Union at any step of the grievance procedure. It is understood that only a covered Employee may utilize the grievance and arbitration procedure herein.

3.2.4 **Group Grievance.** Before an Employee or the CSEA submits a grievance claiming that a party has violated this Agreement, the matter must be discussed with the Employee's immediate supervisor. However, the CSEA may submit such a grievance which affects all or substantially all the Employees covered by this Agreement ("group grievance") directly at Step 2.

3.3 **Grievance Procedure.**

3.3.1 **Step 1.** An Employee aggrieved shall present his/her grievance in writing, on a form to be provided, signed by the grievant setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of this Agreement alleged to have been violated, and the relief sought to his/her Superintendent or his designee within ten (10) working days from the occurrence of the grievance or the date the Employee should have known of such occurrence, whichever is later. Failure to submit a grievance containing all these elements shall terminate the grievance with prejudice against the grievant at that point. The appropriate Superintendent shall hold an informal meeting within ten (10) days after receiving the grievance. The Superintendent or his designee shall render a decision in writing within ten (10) working days of the date of meeting.

3.3.2 **Step 2.** If the Employee's Superintendent has not satisfied the grievant within ten (10) working days of the time he presented the grievance at Step 1, then the Employee may appeal the grievance to the Town Supervisor by filing it in writing at the Town Supervisor's Office not later than the fifteenth working day after the grievance was presented at Step 1. If the grievance is one which Paragraph 3.2.4 permits to be submitted directly at Step 2, that can be done by filing it in writing at the Town Supervisor's Office not later than the tenth
working day after the date of the occurrence out of which the grievance arises. The Town Supervisor or his designee shall meet in the Town Hall with the appropriate Superintendent(a), the aggrieved Employee(s), (except in the case of a group grievance), and the CSEA representative to discuss the grievance not later than the tenth working day after the grievance is filed. Not later than the tenth working day after the date of the meeting, the Town Supervisor shall answer the grievance in writing and shall provide a copy of his answer to the appropriate Superintendent(s), aggrieved Employee(s) (except in the case of a group grievance) and the CSEA representative.

3.4 **Arbitration Procedure.**

3.4.1 **Appeal of Decision.** If the Union is not satisfied with the decision of the grievance rendered at Step 2 of the Grievance Procedure, this decision may be appealed to arbitration within twenty (20) days of the date of such decision. Such appeal shall be in writing and must be received by the Town Supervisor within such twenty (20) day period.

3.4.2 **Mutual Selection of Arbitrator.** Either party will have the right to request a list of names of five (5) arbitrators from the New York State Public Employment Relations Board. But in no event may said request be made more than thirty (30) working days after submission of a timely appeal as provided in Section 3.4.1 above. Upon receipt of this list, each party will strike two (2) names from the list (initial striking will alternate between parties) and the remaining name will be the arbitrator to be designated to hear the grievance.

3.4.3 **Time Limit for Decision.** The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the written position of both parties.

3.4.4 **Cost of Arbitration.** The cost of any arbitration hearing will be borne equally by the Town and the Union.

3.4.5 **Time Off.** Any necessary time off taken by an Employee as a result of being required to attend the arbitration hearing shall be with pay.

3.4.6 **Arbitrator's Authority.** The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge or restrict, the provisions expressed in this Agreement. The authority of the arbitrator does not extend to matters which law mandated by higher authority requires to be resolved by some other body.

3.4.7 **Arbitrator's Decision.** The decision of the arbitrator shall be final and binding on both parties.
3.4.8 Back Pay. In no event may the Town be held liable for back pay for a period of more than twenty (20) consecutive working days preceding the filing of a written grievance.

3.5 Discipline and Discharge.

3.5.1 Progressive Discipline. The Town shall follow a policy of progressive discipline (verbal warning, letter of reprimand, a $100 fine, suspension, demotion in grade and termination; all listed for illustrative purposes only), however, this progressiveness shall not preclude the Town from advancing discipline and disciplinary penalties.

3.5.2 Disciplinary Procedure. The following sets forth the sole and exclusive disciplinary and discharge procedures covering all permanent Employees in the bargaining unit:

(a) if the Town determines that an Employee should be disciplined, such Employee may be disciplined depending upon the circumstances of each case, for just cause. Before such action is taken, the Employer will attempt, if possible, to notify a union Representative. At the time such action is taken, a Union Representative will be allowed to be present if such presence does not cause any undue delay.

(b) If an Employee who has been disciplined or discharged considers such action to be unjust, he may file a grievance, signed by the Employee, within ten (10) working days, exclusive of the date of disciplinary action taken, with the Town Supervisor. Such grievance shall be in writing, signed by the Employee and shall set forth the reasons for contesting the discipline and mitigating circumstances. Such grievance shall be treated as a Step 2 grievance as set forth in the Grievance Procedure contained in this Agreement and shall be reviewed in accordance with the procedures set forth therein. If the decision of the Town Supervisor pursuant to said Grievance Procedure is unacceptable, the Employee, through the Union, may utilize the Arbitration Procedure as provided for in this Agreement. The failure to file a grievance within the time frame hereinabove specified or timely appeal to arbitration shall constitute an acceptance of the disciplinary penalty and settle the matter with prejudice in its entirety.
ARTICLE 4
WORKING CONDITIONS

4.1 Seniority.

4.1.1 Probationary Period. All Employees shall be considered and identified as permanent Employees upon the completion of six (6) months continuous service satisfactory to his Superintendent.

4.1.2 Seniority List. A seniority list shall be established in each Department for all Employees covered by this Agreement in that Department. Each Employee's original date of employment with the Department to which he is assigned, or his date of reemployment following a break in continuous service to said Department, shall be the basis for such seniority list so that in the event that an Employee severs his connection with his Department, or in the event that his services are terminated by his Superintendent, no credit shall be given for the time of employment prior to the severance thereof. A copy of the seniority list shall be given to the Unit President and a copy shall be sent to the CSEA Field Representative at his current address once each year.

4.1.3 Higher Classification Work. Employees required to perform work in a higher classification shall be selected by the Superintendent at his discretion.

4.1.4 Separate Departments. Nothing in any of the provisions of this Agreement shall be deemed as establishing a common seniority list among the Employees in the Employer's Highway Department and in the Buildings and Grounds Department. On the contrary, the seniority list of Employees in the Highway Department shall be entirely separate and apart from the seniority list of Employees in the Buildings and Grounds Department. Thus, there is no entitlement nor may any claim be made for use of seniority between said Departments under any circumstances whatsoever.

4.2 Promotions.

4.2.1 Promotional Bidding, Selection, Trial. All vacancies in existing or newly established job titles shall be posted for promotional bidding for a period of ten (10) working days, on the bulletin board in the Department where the vacancy exists. The posting shall show the job title, department, rate of pay and general description of duties. Employees who wish to fill the vacancy shall submit an application form to the Superintendent. The application shall be provided by the Town. The applicant who has the skill, ability, experience and physical capacity to perform the work in question shall be given the promotion and assigned the rate of pay identified with such job title, but if these factors are relatively equal, seniority shall be the determining factor. Each such promoted Employee shall be afforded a trial period of
thirty-five (35) days of actual work, during which period he or she may be deemed a temporary Employee at the upgraded position. Nothing in this paragraph applies to daily assignment of job duties.

4.3 Miscellaneous Conditions.

4.3.1 Absence. When an Employee is absent without leave and without an explanation therefor for a period of two (2) working days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of such absence. The failure of an Employee to return to his position within two (2) working days following the expiration of a leave of absence, or extension thereof, without submitting an explanation therefor within such two (2)-day period, shall constitute a resignation which, for purposes of determining eligibility for reinstatement, shall be deemed effective as of the date of the commencement of such leave of absence. Nothing herein shall be deemed to excuse the unauthorized absence of an Employee or his failure to return to his position upon the expiration of an authorized leave of absence, and any such failure may be regarded as misconduct in an appropriate disciplinary proceeding.

4.3.2 Lockers. The Town will provide personal lockers for all Employees covered by this Agreement.

4.3.3 Unsafe Equipment. Members of the negotiating unit reserve the right to refuse to operate equipment determined to be unsafe by the New York State Department of Labor or where one of the following equipment deficiencies exists:

(a) lights not functioning
(b) flat tire
(c) horn not working
(d) overdue or absent inspection sticker
(e) obvious muffler malfunction

4.3.4 Apparel. The Town will provide at no cost to the Employee all items of apparel required for safety purposes under applicable provisions of state and federal law. The Town will provide at no cost to the Employee one (1) rainsuit and one (1) pair of rubber boots which the Town will replace when such items become unwearable because of damage or wear provided that the Employee first turns in the worn or damaged item. If an Employee fails to turn in a worn or damaged item or cannot produce the item, he shall replace it at his own cost. The Town will provide a pair of work gloves to each Employee when the Employee turns in a worn or damaged pair. The Town will supply to each Employee two sets of coveralls per year at no cost to the Employee or will allow the Employee to order Employer-approved work clothing up to the value of two sets of coveralls per year. The value will equal the average of the cost of heavy-duty coveralls from three uniform suppliers. Upon presentation of proof of purchase,
which submission must be made by March 15th of each calendar year, (Employees hired in the same calendar year shall make such submission by December 1st of the same calendar year), the Town will reimburse an Employee up to the following maximums toward the purchase price of one pair per year of over-ankle, steel toe safety shoes; 2000 - $160; 2001 - $170; 2002 - $180; and 2003 - $190. The Town will attempt to distribute items of apparel by March 1st of each year.

It is agreed and understood that the failure of an Employee to wear any of the articles listed in this paragraph or any other article or piece of equipment issued or required by the Town to be worn shall be a mandatory condition of continued employment. Thus, any failure to do so shall be grounds for disciplinary action, including discharge. It is further understood and agreed that to be eligible to receive any of the articles or reimbursement in the amount listed herein, an Employee (excluding newly-hired Employees during the first calendar year [i.e., January - December] of their employment) must have actively worked for the Town within sixty (60) calendar days before and sixty (60) calendar days after the normal time of such issuance. Should an Employee fail to meet such work requirement, such Employee shall be required to furnish all equipment at his own expense.

4.3.5 Damage to Equipment. It is agreed and understood that any damage caused to Town equipment or to other property as a result of the use of Town equipment owing to the negligence of an Employee, whether contributory, partial or full, shall be regarded as misconduct and constitutes grounds for discipline, including termination.

In addition, it is agreed and understood that securing and maintaining the appropriate license is a mandatory condition of employment. Failure to maintain or secure the appropriate license to operate the Town's equipment will result in the automatic demotion of such an Employee to laborer.

4.3.6 Working Crew Chief. It is recognized by the Town, the Union and the Employees that the Working Crew Chief position is essential to the proper management and direction of bargaining unit personnel of the Town of Hamburg. As part of their duties, the Working Crew Chiefs are expected to enforce the rules and carry out the policies concerning the bargaining unit Employees that are contained in this Agreement and may, from time to time, be promulgated by the Town, and the Union will impose no sanctions of any nature whatsoever upon the Working Crew Chief for the performance of such duties. Such managerial duties shall be as assigned by the appropriate Superintendent and include, but not limited to, recommending discipline in accordance with the policies of the Town.

It is also understood that if the Working Crew Chief does not do his duties as mentioned, he/she will be subject to be disciplined as defined in the contract under Discipline and Discharge Procedure.
4.3.7 **Part-time or Seasonal Employee Assignments.** In both the Buildings and Grounds and Highway Departments, part-time or seasonal Employees will be assigned only to labor classification work unless there is not enough licensed bargaining unit Employees available to do the work to be performed by the part-time or seasonal Employee.

4.3.8 **Assignment of Personnel.** For the term of this Agreement, the Town may assign Buildings & Grounds employees to assist with snow removal when, in the judgment of the Superintendent, such assignment is necessary due to snowfall and/or accumulation in order to clear all the Town routes. Highway Department employees shall be called first for overtime opportunities before Buildings & Grounds Department employees. When a Highway employee is sent home after 16 hours of continuous work, he shall be called back at the expiration of his 8 hour rest period if any Buildings & Grounds employees at that time are assisting in snow removal under this paragraph. Such call backs shall be according to the Department’s overtime procedure.

For the term of this Agreement, the Town may assign Highway Department employees to assist with maintenance of Town parks during the period of April 1st through May 30th of each year when, in the judgment of the Superintendent, such assignment is necessary in order to properly maintain the parks. Highway Department employees shall only be assigned to the Buildings & Grounds Department during the normal work day. All Highway employees who assist with the maintenance of Town parks under this paragraph will be eligible for overtime for such work once overtime is offered to all Buildings & Grounds employees.

Qualified employees shall be selected on a volunteer basis by seniority for purposes of this section. It is the responsibility of all employees to be available for overtime.

This section shall not be considered a consolidation of departments. It is the cooperative utilization of the work force for unique work situations. There will be no consolidation of the departments without the agreement of the parties.

The Town shall not subcontract any work exclusively done by this bargaining unit unless an emergency has been declared by the Superintendent or in a situation where the Town does not have the equipment or the workforce to do the assigned work.

4.3.9 **Tool Reimbursement.** All Mechanics and Assistant Mechanics shall receive a tool reimbursement of $300.00 per year provided that the tool purchase is related to job duties and that receipts are presented to verify all such purchases.
4.4 Special Highway Conditions.

4.4.1 Application. The provisions of this Section 4.4 apply only to Employees in the Highway Department.

4.4.2 Ladders. Ladders will be provided on all cinder spreaders.

4.4.3 Hauling. The Highway Department will utilize Highway Department trucks and equipment for hauling and will restrict the use of outside help for emergencies only, and for such other instances arising out of emergency situations, but it shall not be a violation of this paragraph for a supplier (or his agent) to deliver supplies to the Town.

4.4.4 Additional Equipment. In the event of the placing into service of any additional equipment, whenever possible the seniority schedule will be adhered to and the person with the highest seniority, as defined in Paragraph 4.1.2 of this Agreement, shall be eligible to serve in the next highest classification, provided he is properly licensed and is qualified in the opinion of the Superintendent of Highways to perform the work.

4.4.5 Motor Equipment Operator. Should additional motor equipment in excess of five (5) in number be required to be operated and used for a period in excess of fifty-one percent (51%) of the working hours in any one (1) year, an additional Employee shall be designated as a "motor-equipment operator." Also, should the use of additional heavy equipment in excess of one (1) in number be required to be operated and used for a period in excess of fifty-one percent (51%) of the working hours in any one (1) year, an additional Employee shall be designated as a "heavy equipment operator."

4.4.6 Lower Classification. In the event that a truck driver or operator is assigned to work in a lower job classification, the truck driver or operator with the least amount of seniority shall be reassigned first, wherever practicable.

4.4.7 Separate Part-time and Seasonal Seniority. Part-time and/or seasonal Employees shall have a separate seniority roster, which shall be subordinate to the seniority roster of the permanent Employees.

4.4.8 Crew Leader. Whenever four (4) or more Employees are sent to work on an assignment, one (1) of them will be designated as Crew Leader. He will be in charge of the crew and responsible for the work. He will be paid the Crew Leader rate specified in Appendix B while he is working as Crew Leader.

4.4.9 Layoffs. For the term of this Agreement, all part time, seasonal or temporary employees shall be laid off in both the Highway and Buildings & Grounds divisions.
before any unit member in the Highway division may be laid off. In the event of a layoff in the Highway Department, Employees in the affected classification shall be laid off in reverse order of their seniority. An Employee laid off from his own classification may displace the least senior Employee in any lower-rated classification if that Employee is junior to him and he has the necessary skill, ability and experience to perform the work of the lower-rated classification. Before any new Employee is hired into a classification from which there are Employees on layoff, those laid off Employees shall be recalled in order of their seniority.

4.5 Special Buildings and Grounds Conditions.

4.5.1 Application. The provisions of this Section 4.5 apply only to Employees in the Buildings and Grounds Department.

4.5.2 Layoff and Recall. For the term of this Agreement, all part-time, seasonal or temporary employees shall be laid off in both the Highway and Buildings and Grounds divisions before any unit member in the Buildings and Grounds division may be laid off. In the event of a layoff in the Buildings and Grounds Department, Employees in the affected classification shall be laid off in reverse order of their seniority. An Employee laid off from his own classification may displace the least senior Employee in any lower-rated classification if that Employee is junior to him and he has the necessary skill, ability and experience to perform the work of the lower-rated classification. Before any new Employee is hired into a classification from which there are Employees on layoff, those laid off Employees shall be recalled in order of their seniority.

4.5.3 Lower Classification. If any Employee in a higher-rated classification is assigned to work in a lower-rated classification, wherever practicable the least senior Employee in the affected higher-rated classification shall be reassigned first.

4.5.4 Crew Leader. Whenever four (4) or more Employees are sent out to work on an assignment, the most senior Employee of the group will be designated Crew Leader. He will be in charge of the crew and responsible for the work. He will be paid the Crew Leader rate specified in Appendix B while he is working as such.

It is to be understood that if a foreman is out with a four (4) man crew, he is the crew leader and another crew leader need not be assigned.

4.5.5 Hauling. The Buildings and Grounds Department will utilize Buildings and Grounds Department's equipment for hauling and will restrict the use of outside help for emergencies only, and for such other instances arising out of emergency situations, but it shall not be a violation of this paragraph for a supplier (or his agent) to deliver supplies to the Town.
ARTICLE 5
HOURS OF WORK

5.1 Workweek and Workday.

5.1.1 Workweek for Payroll. For payroll purposes only, the workweek shall be considered as beginning at 12:01 a.m. on Wednesday and ending at 12:00 midnight on the next succeeding Tuesday.

5.1.2 Workday. The normal workday shall start at 7:00 a.m. and continue until 3:30 p.m. It shall include an unpaid lunch period of one-half (½) hour which normally shall be taken between 12:00 noon and 12:30 p.m. but which may be rescheduled at the convenience of the Superintendent. The Superintendent in each Department will establish two (2) definite break periods of fifteen (15) minutes each per day. One of these will be between 9:30 a.m. and 10:30 a.m. and the other will be between 2:00 p.m. and 3:00 p.m. Such breaks must be taken within one mile of the Employee's work site unless prior permission is given by the appropriate Superintendent of the Department. During the time period of the last week in May to the second week in September, the hours worked will be 6:30 a.m. to 3:00 p.m.

5.1.3 Workweek. The normal workweek shall be five (5) consecutive days of work from Monday through Friday inclusive.

5.1.4 Exceptions. Notwithstanding the provisions of Paragraphs 5.1.2 and 5.1.3 of this Agreement:

(a) For Buildings and Grounds Department Employees assigned to work in the Town Arena:

(1) The normal workday shall start at 7:00 a.m. and continue until 3:30 p.m., or shall start at 3:30 p.m. and continue until 12:00 midnight, or shall start at 11:30 p.m. and continue until 8:00 a.m. and in each case shall include an unpaid lunch period of one-half (½) hour, two (2) break periods of fifteen (15) minutes each per day and a fifteen (15) minute wash up time at the end of the workday. During the time period of the last week in May to the second week in September, the hours worked will be 6:30 a.m. to 3:00 p.m.

(2) The normal workweek shall be five (5) consecutive days of work.

(b) For Employees assigned to maintenance work at Town Hall, the normal workday shall start at 7:00 a.m. and continue until 3:30 p.m. or shall start at 1:30 p.m. and continue until 10:00 p.m. and shall include an unpaid lunch period of one-half
(½) hour and two (2) break periods of fifteen (15) minutes per day and a fifteen (15) minute washup time at the end of the workday.

During the time period of the last week in May to the second week in September, the hours worked will be 6:30 a.m. to 3:00 p.m.

5.1.5 Application. Paragraphs 5.1.2, 5.1.3 and 5.1.4 apply only to Employees who began work prior to January 1, 1979.

5.1.6 Post 1/1/79 Employees. This paragraph applies only to Employees who began work on or after January 1, 1979. The normal workday shall be eight and one-half (8-1/2) consecutive hours including an unpaid lunch period of one-half (½) hour which normally shall be taken midway in the shift but which may be rescheduled at the convenience of the Superintendent. The Superintendent will establish from time to time two (2) definite paid break periods of fifteen (15) minutes each per day, one about midway between the starting time and the lunch period and the other about midway between the lunch period and quitting time. Starting and quitting times shall be established by the Superintendent from time to time and may be for the Department as a whole, for groups of Employees or for individual Employees. All Employees shall however, reserve a fifteen (15) minute wash up time at the end of the workdays. The normal workweek shall consist of five (5) normal workdays. An Employee's workweek will not be changed for the purpose of avoiding overtime premium pay.

5.1.7 Shift Assignment. It is agreed that inverse order of seniority by title shall be utilized in an assignment to an odd shift.

5.1.8 Absence of Crew Leader. If a Town Hall Crew Leader is absent for more than 1 shift, the Employer may change the least senior laborer's shift to cover the vacancy after the first shift. If such absence is for 1 shift or less, the vacancy will be filled according to the Building and Grounds Overtime Agreement.

5.2 Overtime.

5.2.1 Distribution. Within each Department, overtime work shall be distributed in accordance with arrangements made between the Superintendent of the Department and the CSEA. Such arrangements shall be reduced to writing, initialed by the Department Superintendent and the appropriate CSEA Representative, and posted on the bulletin board for Employees. Such arrangements may be changed from time to time by mutual agreement between the Superintendent and the appropriate CSEA Representative.

5.2.2 Notice. Employees requested to work overtime shall be so advised, prior to their lunch hour, whenever possible and practicable.
5.2.3 **Duty Performance.** Employees may be required to work overtime, either as an extension of regular shifts or on a call-back basis, in order to correct conditions unsafe for citizens or others in the Town.

5.3 **Miscellaneous.**

5.3.1 **Time Clock.** There shall be provided and maintained a time clock for the purpose of recording hours worked and also in order to provide a means by which identification shall be made of the kind of work performed beyond the Employees' regularly assigned job titles. In lieu of the availability of an appropriate recording device, a suitable worksheet shall be immediately prepared and utilized.

5.3.2 **Accumulated Time Lists.** Each Employee will receive a record of all personal leave, vacation leave and sick leave accumulated and/or used by the second week of January.

5.3.3 **Duty Performance.** Non-bargaining unit supervisory personnel shall not perform duties which are normally assigned to bargaining unit members except in emergency situations as determined solely and exclusively by the appropriate Superintendent.

**ARTICLE 6**

**HOLIDAYS**

6.1 **Holidays.**

6.1.1 **Days Observed.** The following holidays shall be observed on the dates prescribed by state law or regulation:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>Veteran's Day</td>
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<tr>
<td>Martin Luther King Day</td>
<td>General Election Day</td>
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<tr>
<td>Patriots Day</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Memorial Day</td>
<td>Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Day before Christmas</td>
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<tr>
<td>Labor Day</td>
<td>Christmas</td>
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<tr>
<td>Columbus Day</td>
<td>Day before New Year's</td>
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<td></td>
<td>Good Friday</td>
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</table>

When any of these holidays falls on a Sunday, the Monday following shall be observed as the paid holiday; if on a Saturday, the preceding Friday shall be observed as the paid holiday.
6.1.2 **Other Holidays.** Employees covered by this Agreement will be entitled to a holiday when other holidays are declared for other Town Employees, except for weather emergency conditions.

6.2 **Vacations.**

6.2.1 **Amount.** Each Employee who has completed 1,500 hours (includes only the following: hours of actual work including any overtime hours, paid vacation used, paid sick leave used, paid personal leave used and one-half of all hours spent on Workers Compensation Leave with one day of Workers Compensation Leave equaling 8.0 hours) in a preceding calendar year, shall receive vacations as follows:

(a) two (2) weeks' vacation during each subsequent calendar year of continuous service through the completion of five (5) calendar years;

(b) three (3) weeks, vacation after completion of five (5) calendar years of continuous service;

(c) four (4) weeks' vacation after completion of ten (10) calendar years of continuous service;

(d) five (5) weeks, vacation after completion of twenty (20) calendar years of continuous service;

(e) five (5) weeks and one (1) day vacation after completion of twenty-six (26) calendar years of continuous service; five (5) weeks and two (2) days vacation after completion of twenty-seven (27) calendar years of continuous service; five (5) weeks and three (3) days vacation after completion of twenty-eight (28) calendar years of continuous service; five (5) weeks and four (4) days vacation after completion of twenty-nine (29) years of continuous service; six (6) weeks vacation after completion of thirty (30) years of continuous service.

6.2.2 **Vacations.** The additional weeks of vacation in Paragraphs (c), (d), and (e) above may be taken as soon as the Employee has reached his anniversary date of hire during the calendar year in question, providing the Employee has completed 1500 hours of work in the preceding calendar year as required above.

A calendar year is defined as the period from January 1 to December 31.

6.2.3 **Schedule.** Employees may select their vacation times according to their seniority in their Department subject to the following limitations:
(a) In the Buildings and Grounds Department:

(1) Not less than two (2) Employees shall be scheduled for work on the Signs and Signals Crew.

(2) Not less than two (2) Employees shall be scheduled for work on the Sewer Line Crew.

(3) Not less than two (2) Employees shall be scheduled for work on the Nike Base Crew.

(4) Not more than six (6) Employees shall be on vacation at one time, but in the period from May 1st to September 30th (both dates inclusive), not more than four (4) Employees shall be on vacation at one time.

(5) The Golf Course and Nike Base will not be subject to (a) (4). The Golf Course will allow at least one (1) Employee off at a time and more will be allowed at the discretion of the Superintendent. The Nike Base will allow at least two (2) Employees off at a time and more will be allowed at the discretion of the Superintendent.

(6) Only one working crew chief shall be on vacation at one time.

(b) In the Highway Department:

(1) Only three (3) Employees classified as Motor Equipment Operator shall be on vacation at one time.

(2) Only three (3) Employees classified as Laborer shall be on vacation at one time.

(3) Only one working crew chief shall be on vacation at one time.

(4) Only one mechanic or mechanic's helper shall be on vacation at one time.

(5) Only one heavy equipment operator shall be on vacation at one time.
(6) During the period from December 1st to March 31st (both dates inclusive) only four (4) Employees shall be on vacation at one time, but they must be from different classifications.

(c) In Highway and Buildings and Grounds, an Employee may elect to put in for all or part of his vacation in units of not less than one week except as otherwise provided in paragraph 6.2.3 of this Agreement between 10/1 to 11/15 of each year. If Employees request vacation during that date, the Employees, weeks will be determined by seniority. On December 1st, all weeks will be red circled. If an Employee desires to put in for all or any of his vacation after this date, he/she must request it four (4) weeks in advance of the first day of vacation and will only be eligible for openings which are not red circled. Holidays, bereavement days, personal leave days approved pursuant to this contract before the start of vacation, or jury duty days will not count as vacation days if they are taken while an Employee is on vacation and properly taken pursuant to this contract. All vacations shall be taken in the year during which the Employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another unless the pressure of work in a particular department makes it impossible for the Superintendent to grant a vacation period for that year; in such cases, the vacation period for that year, or any unused portion thereof, may be added to the vacation to which the Employee is entitled during the following year.

6.2.4 One Day at a Time. An Employee may take two (2) weeks (i.e., ten (10) working days) of his vacation one (1) day at a time or in a group of days up to five (5) provided that the Employee gives at least one (1) calendar week’s advance notice to his Superintendent of his desire to take a single vacation day, and the needs of the Department permit as determined solely and exclusively by the Superintendent.

ARTICLE 7

LEAVE

7.1 Sick Leave.

7.1.1 Credit. Sick leave credit shall accrue to each Employee at the rate of one and one-quarter (1-1/4) days per month worked. Accrual will be made on the last day of the month if, and only if, the Employee has worked at least seventy-five percent (75%) of the hours regularly scheduled for his Department for that month. For purposes of the preceding sentence, time spent on paid vacation, holiday or jury duty pursuant to this Agreement shall be counted as time worked. Maximum accumulation of sick leave credit shall be two hundred and twenty (220) days. Any employee who has accumulated at least 100 sick leave days shall be entitled to sell back up to five days per year at the rate of 6 hours pay for each full unused sick leave day. An employee must have accumulated at least 100 sick leave days by October 1st in order to be entitled to the sell back provisions of this section in any calendar year, and must
notify the Town by October 1st of the number of sick leave days the employee wishes to sell back. All payments to the employee shall be made no later than the first pay period in November.

7.1.2 Uses. Sick leave with pay shall be granted because of personal illness or injury of an Employee, for the Employee's medical and dental visits, to take wife or child to the doctor or hospital and if needed at home when wife or child is convalescing. An Employee isolated or quarantined because of exposure to a communicable disease, other than in the line of duty, shall, for the purpose of this section, be considered absent because of sickness and may be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated and unused sick leave time.

7.1.3 Notice. In the event of absence to be credited to sick leave, an Employee must notify his Superintendent or his foreman by 7:00 a.m. The Employee shall state the nature of his (or his wife's or child's) illness or disability and the name of his attending physician, if any. When the Employee is unable to so report, a responsible person may make the report in his behalf. In the absence of such report, unless waived by the Superintendent for good cause, time lost shall not be considered sick leave and such Employee shall receive no compensation therefor.

7.1.4 False Representation. Any false representation made by an Employee in connection with a claim for sick leave benefits shall be deemed a just cause for disciplinary Proceedings and in addition to other penalties a portion of his accumulated sick benefits may be cancelled.

7.1.5 Workers' Compensation. Where an Employee receives compensation under the Workmen's Compensation Law on account of disability, he shall elect in writing whether he desires to have sick leave with pay during the Period of his disability for which he receives compensation. Such writing must be filed with his Superintendent. In the event that he elects to take sick leave with pay during such disability, he shall, for the period of his disability not exceeding his accumulated sick leave time, be paid the difference between what he receives as compensation and his regular rate of pay. If the Employee elects to use his accumulated sick leave time while drawing workmen's Compensation, the number of his accumulated sick leave days to be deducted shall be determined by taking his average weekly wage, exclusive of overtime, less the amount of Workmen's Compensation paid and dividing the result by the Employee's daily rate of pay. "it is agreed and understood that any time off as a

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Average Weekly Wage (not including overtime) - Weekly Compensation Benefits
Daily Wage

- 21 -
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result of any disability or compensable injury herein cannot be utilized for earning benefits provided for under this Agreement nor shall any benefits be earned during said period.

7.1.6 **Proof.** No continuous sick leave exceeding three (3) working days shall be allowed except under the certification of a physician to be filed with his Superintendent not later than the fourth working day, stating the nature of the illness and the probable time of disability. Such a certification shall be submitted for each absence on account of taking a wife or child to the doctor or hospital or being at home during their convalescence. The Superintendent may require such certification in any other case.

7.1.7 **Sick Leave Bank.** The Town shall establish a Sick Leave Bank for the use of Employees occupying positions listed in Appendix B.

(a) Eligibility and Contributions. The Town will contribute one sick leave day for each Employee who joins the sick bank. Between January 1 and January 31 of each contract year, a member of the sick bank must contribute one sick leave day in order to continue as a sick leave bank participant. If at any time, the accumulated total number of sick days in the sick bank falls below 250 sick days, the Town will contribute sufficient days to bring the total number of accumulated sick days to 250. Employee contributions to the sick leave bank (except for contributions from new participants in the sick bank) shall be suspended in any year that the total accumulated number of sick days in the bank exceeds 400 sick days. An Employee who was hired before January 1, 1997 but did not join the sick leave bank in January, 1997 must contribute the number of days he would have contributed had he joined the bank in January of 1997. Employees hired on or after January 1, 1997 will be required to be employed for one full year before entry into the bank and in order to join the bank, a new Employee must initially contribute two sick leave days.

(b) The purpose of the bank is to assist Employees who have a prolonged illness or injury and sick leave bank days are to accommodate only an applicant's illness or injury. No Employee shall be eligible to use sick bank days unless he has exhausted all sick leave days and all other accruals personally available to him and until he has been absent from work because of illness or injury for a continuous period of at least 10 working days.

(c) To qualify for use of sick bank days, an eligible Employee must apply in writing setting forth the reasons he needs sick leave bank days, the number of days he is requesting, and submitting adequate medical substantiation from a licensed physician that the Employee is and will be unable to work for the number of days the Employee has applied to use. The application must be approved or disapproved by a majority vote of a committee consisting of the Superintendent of Highways, Superintendent of Buildings and Grounds and one Employee from each department chosen by the CSEA. In the event that a majority of the sick leave bank committee cannot agree on a determination, the application will be referred to an
Arbitrator selected and paid under Section 3.4 for a decision. The decision of the sick leave bank committee or the decision of the Arbitrator, will be final and binding upon the Employer, the CSEA and the applicant. No Employee will be entitled to use more than 30 bank days for the same illness or injury without reapplying and again receiving approval. No Employee may receive more than 150 sick leave bank days for the same illness or injury unless a majority of the sick leave bank committee approves such application and if a majority is not achieved, the application will be denied and the application will not be referred to an Arbitrator.

7.1.8 Physician's Examination. If an Employee is absent from duty because of illness or injury for (1) a period of thirty (30) or more consecutive days, or (2) thirty (30) or more days in a calendar year, the Superintendent or the Town Supervisor may order the Employee to undergo an examination by a physician selected and paid for by the Town. Such examination may be ordered not oftener than every thirty (30) days.

7.1.9 Retirement Payback. An Employee who has completed at least 10 years of continuous employment with the Town and who dies while still employed with the Town or actually retires from the Town under the New York State Retirement System will be paid 6 hours pay for each full unused sick leave day which the Employee had accumulated as of such death or retirement death or retirement to a maximum of 220 days.

7.1.10 Notification of Return to Work. An Employee on workers compensation or disability must inform the Employer of his return to work date on the first working day after he receives his doctor's clearance to return to work.

7.2 Personal Leave.

7.2.1 With Pay. Employees shall be entitled to four (4) personal leave days (no half days permitted unless approved by the appropriate Superintendent) with pay for personal business which cannot be reasonably accomplished outside of the regular workday or workweek, including observance of required religious abstention from work, without charge to accumulated vacation, holiday or sick leave credit during each fiscal year in which Employee has completed at least fifteen hundred (1,500) hours (includes only the following: hours of actual work including any overtime hours, paid vacation used, paid sick leave used, and paid personal leave used) during the preceding fiscal year. Unused personal leave days from the preceding fiscal-year shall be added to the Employee's sick leave accumulation as of each January 1st provided that this does not cause the maximum accumulation set forth in Paragraph 7.1.1 of this Agreement to be exceeded. Reasonable notice, except in the case of an emergency, of request to have a personal leave day shall be given by the Employee to his Superintendent at least two (2) days prior to said personal leave. A personal leave day may be taken on the Employee's first scheduled work day immediately preceding or immediately following either a holiday or a vacation day, and the Employer may request an Employee to substantiate the need for a personal
leave day taken on the Employee's first scheduled work day immediately preceding or following a holiday or a vacation day. Appropriate requests for a personal leave day shall not unreasonably be denied.

7.2.2 **Without Pay.** The Superintendent may grant leaves of absence without pay, but if such leave is to extend for more than twelve (12) working days, the approval of the Town Board shall be required.

7.3 **Military Leave.**

7.3.1 **Service Attached Function.** A member of any United States or State Reserve or National Guard unit who is directed by that unit to perform a service-attached function shall be granted a leave of absence with regular pay for a period not exceeding thirty (30) days in any calendar year.

7.3.2 **Ordered Military Duty.** Any Employee who is required to render ordered military or naval duty shall be granted military leave of absence pursuant to the Military Law.

7.4 **Other Leaves.**

7.4.1 **Jury Duty.** Upon presentation of proof of required service on a jury or otherwise in a court of law, an Employee will be paid his regular earnings less any amounts received by him for his court or jury service.

7.4.2 **Death.**

(a) An Employee who has a death in the immediate family (wife, husband, child, mother, mother-in-law, father, father-in-law, brother, sister, grandchild, grandparent, wife's grandparents, brother-in-law, sister-in-law, blood relatives living in household, and an Employee's step-parents) shall be given time off without loss of pay up to a maximum of four (4) consecutive work days from and including the date of death. However, if the death occurs after the Employee reports to work, that day will not be counted as one (1) of the four (4) consecutive work days and upon giving appropriate notice, such Employee will be allowed to leave for the remainder of the shift without loss of pay. Absence for such reason must be verified and the Employee must attend the funeral or memorial service.

(b) An Employee shall be given time off without loss of pay for the date of the funeral or memorial service only of the Employee's aunt or uncle. Absence for such reason must be verified and the Employee must attend the funeral or memorial service.
7.4.3 **Maternity.** Maternity leave without pay may be granted up to one (1) year, provided the existence of pregnancy is reported in writing to the Department head not later than the fourth month. Such leave without pay must begin when, upon certification of a doctor, further service would be detrimental to health and may begin earlier in the discretion of the Superintendent.

7.4.4 **Union Activities.** The Town shall grant to the Union president or his designee leave for the purpose of Union activities of the CSEA but no more than a total of ten (10) man-days of such leave shall be granted during any calendar year. To qualify for the leave, the President must give written notice to the Superintendent of both Departments of the Employee who will use the leave and the day or days to be used and such notice must be received by both Superintendents at least one (1) week in advance of the first day of the requested leave.

7.5 **Light Duty.**

7.5.1 The Superintendent and an individual to be designated by the Union shall administer all requests for light duty, which shall only be granted if both the Superintendent and the Union designee approve such request. No employee may remain on light duty for a period in excess of three consecutive months. Light duty assignments, if approved, shall be minimally for one week at a time.

**ARTICLE 8 COMPENSATION**

8.1 **Hourly Rates.**

8.1.1 **Straight Time.** The straight-time hourly rates of pay for positions covered by this Agreement are set forth in Appendix B.

8.1.2 **Higher Rated Job.** An Employee temporarily transferred or assigned to a job title which is higher in hourly rate than the one to which he is regularly assigned shall be compensated for the hours worked in the higher-rated job title at the rate of pay identified with such job title provided that he works in the job title for at least two (2) consecutive hours.

8.1.3 **Recall Minimum.** Employees recalled to work after the completion of their regular shift will be paid the greater of 3 hours pay at the applicable rate under this contract and the applicable overtime agreement or the number of hours actually worked at the applicable rate under this contract and the applicable overtime agreement.
8.2 **Premium Rates.**

8.2.1 **Overtime.** All hours worked in excess of eight (8) hours in any scheduled workday, or in excess of forty (40) hours in any scheduled workweek, shall be paid at the rate of time and one-half. For the purposes of computing time worked over forty (40) hours per week, all holidays and days while on jury duty or in court service which occur within the first five (5) days of the regular workweek will be considered a day worked, whether actually worked or not.

For the life of this Agreement, an Employee may elect to receive compensatory time (at time and one-half of actual hours worked) in lieu of any overtime payment to which the Employee may be entitled. Compensatory time may be accumulated to a maximum of 64 hours. An Employee may only use compensatory time with the prior approval of the Superintendent or his designee, which approval shall be at the Town's sole discretion. Compensatory time off may only be taken in blocks of 8 hours at a time. Any compensatory time that is not used by December 31st of a calendar year shall be redeemed at the employee’s hourly rate for that calendar year.

8.2.2 **Holidays.** When not worked, the holidays specified in Section 6.1 of this Agreement shall be compensated at the regular applicable rate of pay. All hours worked on a holiday specified in Section 6.1 of this Agreement shall be paid for at one and one-half (1-1/2) times the Employee's hourly wage rate in addition to his holiday pay allowance. An Employee must actually work, or be on approved vacation, bereavement leave, jury duty, or personal leave for all his scheduled work hours on his last scheduled work day before the holiday and all scheduled hours on his first scheduled work day after the holiday to qualify for holiday premium pay or holiday allowance.

8.3 **Longevity Pay.**

8.3.1 **Amount.** On the first pay day of December, each regular full-time Employee on the active payroll shall be paid as longevity pay a lump sum amount according to his years of continuous service since his last day of hire as of December 1st:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Effective</td>
</tr>
<tr>
<td>5 Years, But Less Than 10</td>
<td>$620</td>
</tr>
<tr>
<td>10 Years, But Less Than 15</td>
<td>$995</td>
</tr>
</tbody>
</table>
15 Years, But Less Than 20  $1095  $1165  $1235  $1305
20 Years, But Less Than 25  $1195  $1265  $1335  $1405
25 Years or More  $1295  $1365  $1435  $1505

ARTICLE 9
PENSIONS AND INSURANCE

9.1 Pensions.

9.1.1 Plan. All Employees shall be members of the New York State & Local Employees Retirement System and their contributions (to the extent permitted by law) shall continue to be fully paid by the Employer; said benefit is of the non-contributing "20-Year Career" Plan, Section 75-i. Additional benefits are covered under Sections 41-J, 41-k and Section 60-b.

9.2 Health Insurance.

9.2.1 Coverage. Each full-time Employee will be provided with individual or family (as his needs may be determined upon showing satisfactory proof of such need and no duplication of coverage) health insurance coverage under one of the following health plans at the employee’s option:

(1) Blue Cross and Blue Shield of Western New York with a standard hospital contract 42/43 plus Rider 8 (dependent coverage to age 23), Rider 45 (cosmetic), Rider 46 (pre-care plus), Rider 48 (out-of-area hospital benefit), Rider 47 (waiver pre-existing conditions for new hires); medical select 60/61 contract with a Rider 4 (out-patient emergency care), and Rider 21 (psychiatric care), Rider 45, 47, 48, major medical Rider BCMM7 (coverage with $100 deductible) and a $5 prescription drug co-pay rider.

(2) Community Blue One with Dependent Rider CL19/25 (coverage to 25 if full-time student), and $5 managed care prescription drug co-pay, plus substance abuse, skilled nursing facility and durable medical equipment riders.
(3) **Health Care Premier Plan** with $5 prescription drug co-pay and Rider UDC-23 (unmarried dependant child coverage to age 25 of full-time student), plus substance abuse, skilled nursing care and durable medical equipment riders.

(4) **Independent Health Gold Plan** with $5 drug pay and Rider 8 (dependant child coverage to age 23), plus rider 4 (prosthetics), rider 5 (skilled nursing facility) and rider 45 (drug/alcohol abuse).

The Town agrees for the life of this Agreement to pay the monthly premium for either the Community Blue One, Health Care Premier Plan or Independent Health Gold Plan selected by the Employee. An Employee selecting Blue Cross and Blue Shield of Western New York coverage will be charged, through payroll deduction, the difference in premium, if any, over and above the premium for the most expensive of the remaining plans described above. However, if an Employee was enrolled in the Blue Cross and Blue Shield of Western New York Plan as of December 31, 1999, the Town shall continue to pay the entire monthly premium for that Plan until such time that the Employee either changes plans or leaves Town employment.

The Employee will have the option once each year to change health insurance coverage. The anniversary date of the above plans is June 1st. Therefore, an Employee’s election to change health plans requires a prior notification in writing to the Town’s Director of Finance and Administration no later than April 15th. All Employees hired after January 1, 1986 will also contribute an amount equal to ten percent (10%) of premium contributions for their health insurance plan. However, after an employee has been paying such contributions for 20 years, the contribution rate shall be reduced to five percent (5%). These Employee contributions will be deducted from payroll in an equal amount throughout the year.

9.2.2 **Health Insurance.** Any full-time Employee hired on or before December 31, 1999 who does not apply for health insurance will receive a payment of $3,750 annually. Such payment will be made the last payroll of November. Any full-time Employee hired on or after January 1, 2000 who does not apply for health insurance will receive a payment equal to one-half (½) the cost of the highest cost HMO plan that the employee is entitled to, up to a maximum of $2,950 yearly.

9.2.3 **Dental.** All full-time employees shall have the option of enrolling in either the GHI Preferred Plan or the Spectrum Plus Plan, and the Town will pay ninety percent (90%) of the monthly premium with the remaining cost of ten percent (10%) to be deducted through payroll deductions for the enrolled employee.
Notwithstanding the above, the Town may implement a self-insured dental plan for full-time Employees. Any such plan must provide a substantially equivalent level of coverage as the GHI Preferred Plan. If the Town implements a self-insured dental plan, all full-time employees shall enroll in such a plan. The Union must agree before such a self-insured plan may be implemented.

9.2.4 Vision. All full time Employees shall be covered by the CSEA Employee Benefit Fund Vision (Composite) at no cost to the Employee.

Notwithstanding the above, the Town may implement a self-insured vision plan for full-time Employees. Any such plan must provide a substantially equivalent level of coverage as the CSEA Employee Benefit Fund Vision (Composite) Plan. If the Town implements a self-insured vision plan, all full-time Employees shall enroll in such plan. The Union must agree before such a self-insured plan may be implemented.

9.2.5 Retired Employees. Any Employee who retires because of disability or a workers compensation injury after 20 years of continuous service with the Town shall be entitled to the rights provided by this section. After an Employee retires, the Employer shall continue to provide the same health insurance coverage (individual or family plan as the case may be - but family Plan shall be converted to individual plan if the retired Employee ceases to have eligible dependents) which the Employee had at the time of his retirement until such Employee reaches the age of sixty-five (65) at which time that plan will be replaced by Medicare coverage. The Employer shall contribute toward the cost of such coverages to the same extent as it was contributing at the time the Employee retired. The Employer's responsibility for providing coverage under the Paragraph 9.2.5 shall cease on the death of the retired Employee, except to the extent provided in Paragraph 9.2.6. To qualify for the benefits of this Paragraph 9.2.5, an Employee must have completed ten (10) years of continuous service (as defined in Paragraph 4.1.2 of this Agreement) from the date of his last employment or re-employment, as the case may be, and be employed, by the Town at the time of his retirement.

Any Employee who is eligible for health insurance upon retirement, and who establishes legal residency outside of the coverage area of their health insurance plan, shall have the Town provide a substitute health insurance plan of the employee’s choice, provided that such plan shall not cost more than Blue Cross/Blue Shield Traditional coverage on an annual basis. Employees hired after December 31, 1999 who establish legal residency outside of the coverage area shall only be eligible for payment upon retirement of a dollar amount equal to the yearly cost of the employee’s former health insurance plan for purchase of a new plan.

9.2.6 Surviving Spouse of Retired Employee. The surviving spouse of an employee who has retired while in the employ of the town under the New York State Retirement System and who had completed at least ten (10) years of continuous service as a full-time
employee of the town, shall continue to receive the same premium benefits the deceased retired employee would have received providing said spouse and the retired employee were married at the time of the deceased employee’s retirement.

9.2.7 Implementation of Health Insurance Changes. The changes in health insurance coverage resulting from Town proposals 1 (paragraph 9.2.1), 2 (paragraph 9.2.2), 3 (paragraph 9.2.3), 4 (paragraph 9.2.4) and 5 (paragraph 9.2.5), in the 1999 negotiations between the Town and the Union, as accepted by the Union, shall only take effect if the same requirements are imposed with respect to all exempt employees covered by the Town’s “Personnel Rules and Regulations for Managerial or Confidential Personnel”. If identical changes with respect to exempt personnel do not occur, proposals 1, 2, 3, 4 and 5 shall take effect only to the extent that they are consistent with the health insurance coverage for exempt personnel, provided that the level of benefits for union employees shall not diminish.

ARTICLE 10
WORK INTERRUPTIONS

10.1 Prohibition.

10.1.1 No strike. The CSEA, its officers or agents, or the Employees, must not call, sponsor, advocate, engage in or assist in any strike, slowdown, work stoppage or other interference with the efficient management of the Departments.

10.1.2 Duty Refusal. An Employee must not, either singularly or in concert with other Employees or persons, refuse to perform his duties for the Employer, and if he does go, the CSEA must use its best efforts to require him to perform those duties.

10.2 Consequences.

10.2.1 CSEA Requirements. If an Employee, either singly or in concert with other Employees or persons, does or threatens to do any act mentioned in Paragraph 10.1.1 or 10.1.2 of this Agreement, the CSEA must, at the Employer's request:

(a) Give the Employer notice that it has not done or threatened to do any such act and that it disavows such act or threat; and

(b) Instruct the Employees concerned in writing to cease doing such act or threatening to do it and give to the Employer a copy of such instruction.

10.2.2 Negotiations. While the CSEA, or its officers or agents, or a group of Employees are doing or threatening to do any act mentioned in Paragraphs 10.1.1 or 10.1.2 of
this Agreement, the Employer need not negotiate about or discuss with the CSEA any matter which may be in dispute between the Employer and the CSEA or the group of Employees concerned.

10.2.3 Liability. A violation of Paragraphs 10.1.1 or 10.1.2 of this Agreement or a failure by the CSEA to comply with any Part of Paragraph 10.2.1 of this Agreement shall, in addition to any and all other consequences flowing from this Agreement or from any other source, automatically make the CSEA liable for all losses of whatever kind or degree sustained directly or indirectly by the Town as an immediate or remote consequence of the conduct which violated Paragraphs 10.1.1 or 10.1.2.

10.2.4 Observe Agreement. A violation of Paragraphs 10.1.1 or 10.1.2 of this Agreement or a failure by the CSEA to comply with any part of Paragraph 10.2.1 of this Agreement shall, in addition to any and all other consequences flowing from this Agreement or any provision of law or from any other source, automatically release the Town from any and all obligations to observe the provisions of this Agreement.
SUBSCRIPTION

IN WITNESS WHEREOF, the duly authorized representatives of the parties have subscribed their names below on the 21st day of August 2000.

TOWN OF HAMBURG

By: [Signature]
   Supervisor

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000 AFSCME, AFL-CIO, TOWN OF HAMBURG BLUE COLLAR UNIT, LOCAL 815

By: [Signature]
   Labor Relations Specialist
APPENDIX A

GRIEVANCE FORM

TO: ___________________________ (Department Head)

(1) Grievant's Name:_________________________
Classification:_________________________
Department:_________________________

(2) State briefly what the Town did or did not do which grievant is complaining about:
_________________________________________________________
_________________________________________________________

(3) What paragraph of the Agreement did the Town violate:
_________________________________________________________
_________________________________________________________

(4) What does the grievant want the Town to do to correct the situation:
_________________________________________________________
_________________________________________________________
_________________________________________________________

Signature: ________________________
Date: ________________________
### APPENDIX B

#### HOURLY RATES OF PAY

**Highway Department**

<table>
<thead>
<tr>
<th>Job Title</th>
<th>1/1/00</th>
<th>1/1/01</th>
<th>1/1/02</th>
<th>1/1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Crew Chief</td>
<td>18.88</td>
<td>19.50</td>
<td>20.11</td>
<td>20.74</td>
</tr>
<tr>
<td>Heavy Equipment Operator(^1)</td>
<td>17.98</td>
<td>18.57</td>
<td>19.15</td>
<td>19.75</td>
</tr>
<tr>
<td>Crew Leader</td>
<td>17.85</td>
<td>18.44</td>
<td>19.02</td>
<td>19.62</td>
</tr>
<tr>
<td>Motor Equipment Operator(^2)</td>
<td>17.53</td>
<td>18.11</td>
<td>18.68</td>
<td>19.27</td>
</tr>
<tr>
<td>Laborer</td>
<td>17.10</td>
<td>17.66</td>
<td>18.22</td>
<td>18.79</td>
</tr>
<tr>
<td>New Laborer (90%)</td>
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<td>15.89</td>
<td>16.40</td>
<td>16.91</td>
</tr>
<tr>
<td>Auto Mechanic</td>
<td>18.78</td>
<td>19.40</td>
<td>20.01</td>
<td>20.64</td>
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<tr>
<td>Mechanic's Helper</td>
<td>17.99</td>
<td>18.58</td>
<td>19.17</td>
<td>19.77</td>
</tr>
<tr>
<td>Special Laborer(^3)</td>
<td>17.79</td>
<td>18.38</td>
<td>18.96</td>
<td>19.56</td>
</tr>
</tbody>
</table>

1/ Operation of the following equipment will entitle an Employee to the "Heavy Equipment Operator" rate for the time spent so operating (employers must possess the appropriate license):

- High Lift (2-yard capacity and up)
- Bulldozer (International 175)
- Bulldozer (John Deere 350B)
- Dump Truck over 18,000 lbs. gross vehicle weight towing a trailer over 6,000 lbs. gross vehicle weight
- Dump Truck with 2 or more rear axles
- Road Grader
- Gradall
- 10-ton roller
- Backhoe when used for excavating

When the Superintendent determines that there is a need for additional appropriate license holders in the Department, he will allow appropriate license permit holders time on the above equipment when it is to be operated for the purposes of training and taking the test. Such time, when allowed, shall not be construed to be a violation of any seniority provision of this Agreement.

2/ Operation of the following equipment will entitle an Employee to the "Motor Equipment Operator" rate for the time spent so operating:

- Dump Truck with single rear axle
- Farm Tractors with mower or power broom
- High Lift (under 2-yard capacity)
- 8-ton roller
- Skid Steer Loader

3/ Painting, carpentry work, concrete work, block work, tree cutting, sewer jet operation, welding, operation of VacAll or brush truck, and screed operator will entitle an Employee to this "Special Laborer" rate.
## Building and Grounds Department

### Effective

<table>
<thead>
<tr>
<th>Job Title</th>
<th>1/1/00</th>
<th>1/1/01</th>
<th>1/1/02</th>
<th>1/1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Equipment Operator(^1)</td>
<td>17.98</td>
<td>18.57</td>
<td>19.15</td>
<td>19.75</td>
</tr>
<tr>
<td>Crew Leader</td>
<td>17.85</td>
<td>18.44</td>
<td>19.02</td>
<td>19.62</td>
</tr>
<tr>
<td>Special Laborer(^2)</td>
<td>17.79</td>
<td>18.38</td>
<td>18.96</td>
<td>19.56</td>
</tr>
<tr>
<td>Light Equipment Operator(^3)</td>
<td>17.53</td>
<td>18.11</td>
<td>18.68</td>
<td>19.27</td>
</tr>
<tr>
<td>Laborer</td>
<td>17.10</td>
<td>17.66</td>
<td>18.22</td>
<td>18.79</td>
</tr>
<tr>
<td>Sewer Line Laborer</td>
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<td>17.66</td>
<td>18.22</td>
<td>18.79</td>
</tr>
<tr>
<td>New Laborer (90%)</td>
<td>15.39</td>
<td>15.89</td>
<td>16.40</td>
<td>16.91</td>
</tr>
<tr>
<td>Working Crew Chief</td>
<td>18.88</td>
<td>19.50</td>
<td>20.11</td>
<td>20.74</td>
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<td>Maintenance Man</td>
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<td>19.56</td>
</tr>
<tr>
<td>Mechanic</td>
<td>18.78</td>
<td>19.40</td>
<td>20.01</td>
<td>20.64</td>
</tr>
<tr>
<td>Greenskeeper</td>
<td>18.78</td>
<td>19.40</td>
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<td>20.64</td>
</tr>
<tr>
<td>Mechanic’s Helper</td>
<td>17.99</td>
<td>18.58</td>
<td>19.17</td>
<td>19.77</td>
</tr>
</tbody>
</table>

---

1/ Operation of the following equipment will entitle an Employee to the "Heavy Equipment Operator" rate for the time spent so operating:

- High Pressure Sewer Cleaner
- Backhoe when used for excavating
- High Lift (2-yard capacity and up)
- Bulldozer (John Deere 350B and up)
- Dump Truck over 18,000 lbs. gross vehicle weight towing a trailer over 6,000 lbs. gross vehicle weight
- Dump Truck with two or more rear axles

2/ Painting, carpentry work, block work, tree cutting, sewer jet operation, welding, operation of brush truck, cutting greens and tees will entitle an employee to this special laborers rate.

3/ Operation of the following equipment will entitle an Employee to the "Light Equipment Operator" rate for the time spent so operating:

- Dump Truck (except as listed under Heavy Equipment below)
- Turf Tractors
- Bucket Machines
- Backhoe
- Zambonie
- Top Soil Shredder
- Gang Mowers 7 8 9
- Automatic Fodding Machine
- Skid Steer Loader

Operation of any other equipment will entitle an Employee to the "Laborer" rate for the time spent so operating.

The provisions of this paragraph apply only to Employees in the Buildings and Grounds Department.
<table>
<thead>
<tr>
<th>Job Title</th>
<th>1/1/00</th>
<th>1/1/01</th>
<th>1/1/02</th>
<th>1/1/03</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Person</td>
<td>18.38</td>
<td>18.98</td>
<td>19.58</td>
<td>20.20</td>
</tr>
<tr>
<td>Town Hall/Town Park/</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signs and Signal</td>
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</tr>
</tbody>
</table>

**APPENDIX C**

**BUILDINGS AND GROUNDS DEPARTMENT**

**OVERTIME AGREEMENT**

1. The purpose of this Agreement is to record how overtime will be assigned in the Buildings and Grounds Department.

2. Overtime is defined as working time that occurs outside the normal work hours as explained in Section 5.1. If an Employee is working on a particular work assignment during his regular shift and that assignment requires him to work beyond his usual quitting time, the Employee will continue that assignment until it is completed. This working time will not be available for assignment to other Employees under the terms of this Overtime Agreement and will be charged as an accepted overtime opportunity for that Employee under the terms of this Agreement. All non full time Employees will be sent home at the end of their shifts if the overtime extends beyond thirty (30) minutes.

3. The Employer will determine, at its discretion, when overtime is necessary and the number of Employees that will be required to work the overtime. The Employer will utilize the existing overtime callout list of employees form. This list will be called the "seniority overtime list". When an overtime opportunity occurs, the Employer will offer it to the necessary number of Employees in the classification in which the work will occur beginning with the most senior Employee in that classification. If an Employee accepts the overtime, he shall work the required overtime and the seniority overtime list will indicate the Employee's acceptance and the date and number of hours worked. If an Employee refuses the overtime opportunity or was unavailable when the Employer attempted to contact him to offer the overtime opportunity, the seniority overtime list will be marked either as refused or unavailable for that Employee and the date and hours will be noted. An additional column will be placed on the sheet for the total hours either refused or unavailable to work. An Employee will be considered as unavailable if the Employer calls the Employee at the number the Employee leaves with the Employer and the call is either not answered after ten rings or the Employee is not available at that number. The Employer will then proceed to offer the overtime to the next most senior Employee, with the least amount of accrued hours in the classification until the Employer determines that a sufficient number of Employees have accepted the opportunity. When the next overtime opportunity occurs, the Employer will begin offering the overtime.
opportunity to the Employee in the affected classification immediately less senior and with the least amount of accrued hours, than the last Employee who accepted the last opportunity. All Employees will be considered available and qualified for labor overtime work. The first callout for laborers overtime work will be the most senior Employee who has yet to be called for overtime work in any classification. The Employer will then proceed to offer the overtime to the next most senior Employee with the least amount of accrued hours, until a sufficient number of Employees have accepted.

4. If the Employer has attempted to contact or has contacted all Employees in the affected classification and a sufficient number of Employees, as determined by the Employer, have not accepted the opportunity, then the Employer will offer the opportunity to any Employee qualified to perform the work. The Employer will determine, at its discretion, whether an Employee is qualified to perform specific work or operate specific equipment. The Employer will maintain lists of Employees to perform types of work outside their classification and the Employees on each list will be listed beginning with the most senior employee. These lists will be called the "outside classification overtime seniority lists". The Employer will offer the overtime to qualified Employees beginning with the most senior person on the outside classification overtime seniority list for that work. If the Employee accepts, rejects, or is unavailable as explained in paragraph 3 above, this will be noted on the applicable outside classification overtime seniority list and the hours will be listed on the seniority overtime list. An Employee may, at any time, request to be placed on an outside classification overtime seniority list for work outside his classification and the Employer will decide, at its discretion, whether he will be placed on the list. An opportunity accepted will be so noted on the applicable outside classification overtime seniority list for that Employee and when the next opportunity arises, the Employer will begin with the Employee with the least accrued hours and less senior than the Employee who accepted the last opportunity for that list. In December of each year, all B&G Employees will be given the opportunity to list all equipment and jobs they feel they are qualified to operate and perform respectively. The form will be similar to the one given to Highway Employees. Employees in the B&G Department have the right to grievance and arbitration procedures if they feel the Employer erred in its determination of who is or is not qualified as mentioned above. If an Employee is deemed unqualified or not qualified, he/she will be given the opportunity to demonstrate that they can either operate said equipment or perform said job.

5. An Employee will not be offered overtime and considered unavailable if the overtime will occur during the same day in which the Employee is absent, on vacation, or on paid or unpaid leave. All overtime work will be paid at the rate fixed at the classification in which the work is performed.

6. As of January 1st of each year, all Employees will start at zero hours and the callouts start with the most senior Employee in each classification. All Employees are eligible for laborers overtime regardless of classification and all overtime at all facilities will be
available to all B&G Employees. No Employee will perform two job classifications at the same time.

7. Employees may indicate in advance that they are not available for overtime by filing the proper form. The ineligible period will run from the date of the form until the end of the calendar year. To be eligible for overtime in any subsequent year a new form must be resubmitted in writing.

8. All Employees bypassed for overtime because of neglect of supervision shall be paid the hours involved at the applicable rate of pay; if the grievance procedure is followed and it is shown that neglect was the cause of such a bypass.
APPENDIX D

HIGHWAY OVERTIME AGREEMENT

This is an agreement between the Town Of Hamburg Highway Superintendent and the Civil Service Employees Assn., Inc., Local 1000 AFSCME, AFL - CIO - Town of Hamburg Blue Collar Unit Local 815 In accordance with Article 5.2.1.

Effective upon signing by Town Supt. of Highways and Local 815 representatives

PURPOSE:
The purpose of this document is to describe the procedures used to select Employees to work overtime hours and is not used for Employees during regular work week and regular work hours. It will determine how the Employees are contacted. It will distribute overtime by departmental seniority within job classification required and then utilize overall departmental seniority on a qualified rotation sequence. It will determine the method to contact additional Employees in the event of exhausting a classification. It will determine callout procedures for Employees to do out of title work during overtime. It will define by definition, various terminology used within the department. It will show by a chart how It will work.

DEFINITIONS:
Normal work week and work hours are spelled out In the union contract. (Work Day- 7:30 am to 4:00 pm; Work Week -Starts at 7:30 am Monday)

OVERTIME Work that has to be performed that requires hours to be WORKED in excess of 8 or beyond 40 in a week.

HOUR Premium Pay will be granted for all hours WORKED exceeding 8 hours in a day or beyond 40 hours in a week. If the required time has not been worked, the Employee will be paid straight time. (See definition of day worked). Premium pay will be granted for hours worked after 4:00 PM and prior to 7:30 AM providing the Employee works the normal eight hour day or an equivalent amount of hours. Premium pay will not be granted for the 7:30 AM to 4:00 PM shift Monday to Friday. Premium pay will be granted for all hours worked from 4:00 PM Friday to 7:30 AM Monday providing the Employee has accumulated 40 hours at that time. In the event an Employee is scheduled 16 consecutive hours, the Employee will be paid premium rate for the hours worked between 4:00 PM and 7:30 AM. The Employee will then be paid straight time for hours worked between 7:30 AM and 4:00 PM, and the Employee will be sent home on the completion of 16 hours - regardless of the time of completion and return to work at the next regular shift unless overtime work is required.

RATE OF PAY: Paid as classification required or permanent rate whichever is higher.
DAY WORKED: Completion of a minimum of 8 scheduled work hours and minimum of 16 work hours within a 24 hour period. Employees who are on vacation, sick, personal, jury/court service, military leave, or special noted bereavement time off will not be contacted on the first call out by classification. All will be called, if needed, on a second attempt by classification to fill needed positions. All will be paid at premium rate unless off on sick or personal leave.

BEREAVEMENT DAYS: An Employee on bereavement leave can opt to be called for overtime but must submit his request in writing that he will be available. He will be paid overtime rate for hours worked.

DAY OFF (paid or unpaid): 24 hours - 7:30 a.m. to 7:30 a.m. the next work day. Sick and personal days, are considered days off. These Employees will be contacted by classification on the second try on the first board. They will be paid straight time for the first 8 hours actually worked.

QUALIFIED EMPLOYEE (to be called from a different classification): Must be properly experienced, licensed, and have not signed off the position on a form submitted to the Superintendent.

FIRST BOARD: List of all Employees by job classifications in order of department seniority within that classification. An arrow will mark the next callout Employee for that class and will move after 3/4 of the shift has worked or compensated for 3 hours, or if the Employee is unable to work. All Employees will be called by job classification that actually worked that day first and then a second attempt will be made to contact the balance of the classification.

SECOND BOARD: List of Employees, by departmental seniority who have requested to work out of title positions for overtime purposes. An arrow will mark the next callout Employee for the out of title work and will move after 3/4 of the shift has worked or compensated for 3 hours or if the Employee is unable to work or not qualified for the out of title work. They must be qualified by the Superintendent of Highways as properly licensed and experienced prior to callout.

CONTINUED OVERTIME: Employees working on a job shall be allowed to continue to work If the job requires overtime that day, not exceeding the 16 hour minimum.

TIME: All time records will be done by shop time (10 minutes fast).

CALL OUT PROCEDURE:
A first rotating board listing Employees by departmental seniority within each classification will be posted in the work area with an arrow showing the next Employee to be called within that classification.

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A second board will be posted showing Employees by departmental seniority desirous of out of title work and also will be marked with a next out arrow. Management will follow the first board for the next qualified Employee to be called for overtime purposes, then after exhausting that board will move to the second board.

Contact will be via phone (10 rings) with one attempt being made. An Employee may elect to notify the office in writing or leave a message, in advance, on the office answering machine of another number where he can be reached for overtime callout. An Employee's answering machine will be considered a contact and the Employee will be allowed 5 minutes to contact the office as to availability. All telephone requests shall be documented with a record maintained as to availability. This document will explain what time calling started, Employees required, and purpose for the callout.

Timecards will be marked the following regular day to record rates and actual hours worked for payroll purposes. The overtime sheets will be filed with the daily line up log.

Management will not contact, for overtime purposes, Employees from the first board that have been off for the first call. A second attempt will be made to contact the balance of the classification first board. Once the classification board is exhausted, the second board will be used for filling the required position. All Employees requested to work overtime shall be paid at their normal, permanent rate unless they are required to work at a higher classification, and then they will be paid at a higher classification. Premium rates will be paid in accordance with the definition day worked.

During snow/ice emergencies, the HEO and the MEO will be in the same classification, but paid at their permanent rate.

The mechanics and the mechanic's helper will rotate within one classification.

A mechanic will be called in when 7 or more Employees are called to work overtime.

Classification changes occurring after the shift starts, will follow the rotation sequence using the first board twice and then using the second board, providing the Employee has not been contacted for that shift.

After exhausting the first and second board by calling all full time Employees, probationary and seasonal Employees may be called from a separate list.

No Employee will perform two job classifications at the same time.
FIRST BOARD: Listed as follows - Example Only

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>NEXT OUT</th>
<th>Reason not Worked</th>
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</thead>
<tbody>
<tr>
<td>WCC</td>
<td></td>
<td></td>
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<tr>
<td>A</td>
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<td>B</td>
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<tr>
<td>MECHANIC</td>
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<tr>
<td>A</td>
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<td>HEO</td>
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<td>MEO</td>
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<td>B</td>
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<tr>
<td>LABORER</td>
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<tr>
<td>A</td>
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<tr>
<td>B</td>
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</tbody>
</table>
SECOND BOARD: Listed as follows - Example Only
Circled position request means that the Employee is partially qualified.

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>WCC</th>
<th>MECH</th>
<th>HEO</th>
<th>MEO</th>
<th>LABORER</th>
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<tr>
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<td>NO</td>
<td>YES</td>
<td>NO</td>
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<td>B</td>
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<td>NO</td>
<td>YES</td>
<td>YES</td>
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</tbody>
</table>

Memo to: All Highway Department Employees ____________
PRINT LAST NAME

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