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CONTRACT BETWEEN

THE TOWN OF GLENVILLE

AND THE

GLENVILLE HIGHWAY DEPARTMENT

EMPLOYEES ASSOCIATION

EFFECTIVE

JANUARY 1, 2004 TO DECEMBER 31, 2005

RECEIVED

JUN 13 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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AGREEMENT

WITNESSETH, this Agreement entered into the 20th day of June, 2003, by and between the TOWN OF GLENVILLE, New York, hereinafter referred to as the "EMPLOYER", and the GLENVILLE HIGHWAY DEPARTMENT EMPLOYEES ASSOCIATION hereinafter referred to as the "ASSOCIATION".

PREAMBLE

THE LAW GOVERNING THIS CONTRACT SHALL BE AT THE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT AND THE PROVISIONS OF THE CIVIL SERVICE LAW AND THE LOCAL LAWS AND ORDINANCES OF THE TOWN OF GLENVILLE WHICH ARE NOT INCONSISTENT WITH SAID ACT, AND THE CIVIL SERVICE LAW. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL TO ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION.

ARTICLE I - RECOGNITION

Sec. 1. The Employer recognizes the GLENVILLE HIGHWAY DEPARTMENT EMPLOYEES ASSOCIATION as the organization representing all of the employees described in Section 5.

Sec. 2. Upon presentation of dues deduction authorizations, signed by the individual employees on a form provided by the Association and approved by the Town Supervisor, the Employer shall deduct dues in the amount prescribed therein and remit the same to the Association five (5) days after the end of each calendar month; provided, however, that in the event an employee shall wish to withdraw authorization of dues deductions, he shall do so in like manner by at least five (5) days prior written notice to the Town Supervisor.

Sec. 3. The Employer agrees that the Association shall be the sole and exclusive representative for all contract negotiations and administration of grievances from the 1st day of January, 2004, through the 31st day of December, 2005, inclusive.

Sec. 4. The Association 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 upon its members to conduct, assist or participate in such a strike during the term of this Agreement.

Sec. 5. The Association consists of all the Employer's full time hourly paid employees in its Highway Department including but not limited to those possessing the titles set forth in Article II, Section 1, below and all employees subsequently and during the term of this Agreement appointed to said job titles, together with all employees subsequently appointed to the Town Highway Department during the term of this Agreement, irrespective of the
job title designation assigned to them.

ARTICLE II - COMPENSATION, LONGEVITY AND HOURS OF EMPLOYMENT

Sec. 1. Compensation paid to employees of the Association commencing on January 1, 2003, is as follows:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURLY RATE for the year 2003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$17.64</td>
</tr>
<tr>
<td>Automotive mechanic helper/laborer</td>
<td>$17.64</td>
</tr>
<tr>
<td>Automotive mechanic helper</td>
<td>$18.71</td>
</tr>
<tr>
<td>Motor equipment operator (light)</td>
<td>$18.71</td>
</tr>
<tr>
<td>Motor equipment operator (medium)</td>
<td>$19.65</td>
</tr>
<tr>
<td>Motor equipment operator (medium)/park, buildings</td>
<td></td>
</tr>
<tr>
<td>And grounds crew leader</td>
<td>$20.84</td>
</tr>
<tr>
<td>Motor equipment operator (heavy)</td>
<td>$20.84</td>
</tr>
<tr>
<td>Welder</td>
<td>$20.84</td>
</tr>
<tr>
<td>Heavy equipment mechanic</td>
<td>$20.84</td>
</tr>
<tr>
<td>Senior automotive mechanic</td>
<td>$21.40</td>
</tr>
<tr>
<td>Road maintenance supervisor</td>
<td>$21.88</td>
</tr>
</tbody>
</table>

Each employee shall be hired at the rate applicable to the appropriate job title.

For laborers, which includes automotive mechanic/laborers, hired after 1/1/98, the wages are as follows:

- First year $12.15 per hour
- Second year 12.90 per hour
- Third year 13.65 per hour
- Fourth year 14.40 per hour
- Fifth year At current contract rate

The above hourly rates, except the rates for laborers hired after 1/1/98, shall be increased for the year 2004 by the same percentage increase in the CPI-W for the Northeast Urban for the year ending August, 2003.

5
The above hourly rates, except the rates for laborers hired after 1/1/98, shall be increased for the year 2005 by the same percentage increase in the CPI-W for the Northeast Urban for the year ending August, 2004, or 3.5%, whichever is greater.

Sec. 2. Longevity.

(a) Each employee shall receive an additional twenty ($ .25) cents per hour upon completion of five (5) consecutive and uninterrupted years service;

(b) Twenty ($ .25) cents per hour upon completion of ten (10) consecutive and uninterrupted years of service;

(c) Twenty ($ .25) cents per hour upon completion of fifteen (15) consecutive and uninterrupted years of service and

(d) Twenty ($ .25) cents per hour upon completion of twenty (20) consecutive and uninterrupted years of service.

The starting date shall be determined by review of the original time card of said employee showing the first date worked as a Glenville highway or landfill employee. The above longevity increments shall become effective immediately after each employee completes the required service.

Sec. 3. Workweek

(a) The normal work-week will be forty (40) work hours consisting of five (5) days of eight (8) hours each Monday through Friday. The work-day shall begin at 7:00 a.m. and end at 3:30 p.m. Each such work-day will have a one-half (1/2) hour for lunch and two (2) fifteen minute breaks.

(b) During the summer months, which for the purpose of this agreement shall be defined as beginning on and including the first Friday in May and ending on and including the last Friday in September, the normal work week shall consist of four (4) consecutive days running Monday through Thursday, beginning at 7:00 a.m. and ending at 5:00 p.m. Each such work day will have a one-half (1/2) hour paid lunch and two (2) fifteen minute breaks.

Sec. 4. (a). Time and one-half the regular straight time rate will be paid for all hours worked in excess of eight (8) hours in any one (1) day, except during the summer months of May, June, July, August and September when time and one-half the regular straight time rate will be paid for all hours worked in excess of ten (10) hours per day, or forty (40) hours in any one (1) week.

(b). Any employee required to work more than four hours overtime due to snow removal shall then be granted a one half hour break with pay. For each additional consecutive four-hour period of overtime employees shall be granted a one half hour break with pay. This provision is intended to apply to non-scheduled overtime.
(c). Overtime shall be divided as equally as possible among all highway employees. An up to date list showing overtime hours will be posted each pay period in a prominent place.

(1). Whenever overtime is required the person with the least number of overtime hours will be called first and so on down the list in an attempt to equalize the overtime hours.

(2). For the purpose of this section, time not worked because the employee did not choose to work will be charged as though he/she had worked the average number of overtime hours of the employees working during that call-out period: a minimum of three hours will be charged.

(3). Whenever overtime is required where heavy equipment is deemed necessary, the employer will work from the established list of qualified operators with the person with the least number of overtime hours to be called first.

Sec. 5. Time and one-half the regular straight time rate will be paid for work performed prior to 7:00 a.m. and subsequent to 3:30 p.m. on any normal workday except during the summer months of May, June, July, August and September providing the employee is available for work for the entire workday or legally excused, and for work performed on Saturdays. Double time shall be paid for work performed on Sundays. Each employee shall receive his regular rate of pay plus double his regular rate for hours worked on Thanksgiving Day, Christmas Day and New Years Day. Each employee shall receive his regular rate plus double his regular rate for work performed on all other declared holidays. (See Holiday Table - Sec. 15.) The Employer agrees that employees who work three (3) or more consecutive hours of overtime shall be entitled to receive a Three ($3.00) Dollar meal allowance for each consecutive three (3) hours of overtime worked. This allowance shall be net of all other charges, withholdings, pension payments and other legally required claims against the individuals to whom such allowance is due. Computation of the gross amount, as may be required to yield the Three ($3.00) Dollar net allowance, shall be made each year as of the first week of that year; and such computation shall remain for the duration of that year, regardless of any changes that may occur during the year, and prior to payment of the allowance. This allowance shall be paid on a monthly basis by separate voucher.

Sec. 6. All employees who work for at least three (3) hours in a normal work-day, but less than eight (8) hours, at the Employer's direction, shall be compensated for a full day's work. All employees recalled to work other than during the hours of a normal work-day shall be compensated for a minimum of three (3) hours work.

Sec. 7. All payment of wages shall be made bi-weekly on Friday for the two week period ending at midnight the previous Saturday.

Sec. 8. Employees may be required by the Superintendent to work a reasonable amount of overtime due to emergency situations.

Sec. 9. Whenever an employee is assigned duties or required to perform work other
than that shown upon the job description now on file with the Civil Service Commission
with the County of Schenectady, if the assigned duties or required work are within the job
description for which a higher rate of compensation is applicable, the employee shall be
compensated at the higher applicable rate if such assigned duties exceed twenty (20) hours
within a pay period; provided, however, that no reduction in compensation shall result
from assignment of duties within a job description for which a lower rate of compensation
has been established.

Sec. 10. Employees shall have the option of receiving compensatory time-off at the
appropriate overtime rates outlined above in Sections 4 and 5 in lieu of overtime. An
employee may accumulate up to 240 hours of compensatory time. At the member's request,
compensatory time which has been accumulated by that member may be turned in for the
cash equivalent and deducted from his/her compensatory time balance. The use of
compensatory time shall be in accordance with Article III, Section 3.

Sec. 11. The work rules attached to the end of this agreement will be followed by the
employees and enforced by the employer.

ARTICLE III - HOLIDAY AND HOLIDAY PAY SCHEDULE

<table>
<thead>
<tr>
<th>Sec. 1.</th>
<th>Time and One-Half</th>
<th>Double Time plus One-Half</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holiday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Years Eve - Commencing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>December 31 at 11:00 a.m.</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>New Years Day</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Presidents' Day</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Thursday before Memorial Day</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Memorial Day</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Independence Day (July 4th)</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Labor Day</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Columbus Day (2nd Monday in October)</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Veterans Day</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Day after Thanksgiving Day</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Christmas Eve - Commencing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>December 24th at 11:00 a.m.</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Christmas Day - December 25th</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

*Floating Holiday

*The floating holiday will be an 8-hour day to be taken upon 24 hours notice to the
Highway Superintendent. The employee may use a 10-hour day if he has and uses two
hours of other leave time to make up the difference.

Sec. 2. All employees shall be entitled to the following vacation:

(a). After six (6) consecutive months, forty (40) hours; employees who complete an
additional six (6) months of service, thus completing one (1) consecutive year of service, shall be entitled to an additional forty (40) hours vacation; or

(b). After one (1) consecutive year's service, eighty (80) hours;

(c). After five (5) consecutive year's service, one hundred twenty (120) hours;

(d). For each year's additional consecutive service thereafter, shall be added eight (8) hours with a maximum of, after fifteen (15) year's service, two hundred (200) hours.

(e). Additional vacation weeks do not accrue until after the employee's anniversary date. The employee may take any additional week earned during the year prior to the anniversary date in the calendar year, but in the event the employee leaves the Town's employ prior to his or her anniversary date, the employee shall reimburse the Town for the extra week taken, at normal rates.

An employee, upon termination of employment, shall be entitled to compensation at this normal rate for all vacation time accrued in that calendar year not taken at the time of termination.

Sec. 3. (a). The prime time vacation period shall be from April 1st through October 15th. The remainder of the year shall be the non-prime time vacation period.

(b). A time off schedule for vacation and compensatory time shall be posted by December 1st of each year for the following year. Time off blocks shall be limited to six per day. One employee shall be permitted to take one block of time, according to his accruals, with a maximum of six employees being scheduled off for vacation and compensatory time on any given work day.

(c). (i). Vacation bids shall be restricted to one block during non-prime time and six blocks during prime time.

(ii). Bidding for vacation blocks shall be by seniority, with employees being limited to bid a maximum of two weeks off in prime time during the first round of bidding which shall take place from December 1st to December 7th. Vacation selections shall be in blocks of one week.

(iii). The second round of bidding for vacation blocks, by seniority, shall occur from December 8th to December 15th, with employees being limited to bid a maximum of two weeks off during prime time. Vacation selections shall be in blocks of one week unless the employee has less than two full weeks to bid, in which event such employee may bid a maximum of one week in a week's block plus his remaining time of less than one week, in a week's block, during prime time.

(iv). Employees shall be entitled to hold a maximum of 25% of their vacation time for the third round of bidding which shall occur from December 16th to December 23rd, by seniority. Employees who reserve time for the third round of bidding may
select vacation in single days and may select either prime time or non-prime time blocks.

(v). The bidding for vacation time shall be restricted by allowing the maximum number of employees in the following classifications to be on vacation at any one time:

<table>
<thead>
<tr>
<th>Titles</th>
<th>Maximum number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Maintenance-Supervisor and Heavy Equipment Operator</td>
<td>3</td>
</tr>
<tr>
<td>Medium Equipment Operator</td>
<td>3</td>
</tr>
<tr>
<td>Light Equipment Operator</td>
<td>3</td>
</tr>
<tr>
<td>Laborer</td>
<td>1*</td>
</tr>
<tr>
<td>Mechanic</td>
<td>1</td>
</tr>
</tbody>
</table>

*The maximum number of laborers shall increase to 2 if and when the number of laborers in the bargaining unit increases to 4.

(d). After all vacation time has been selected, for the following year, the schedule shall be posted where employees may have access to view it.

(e). All remaining blocks which have not been taken as vacation time shall be open for employees who have accumulated compensatory time. Employees shall give the Highway Superintendent at least 24 hours notice of his/her intention to use compensatory time and the names of the employees who take such time shall be placed on the schedule for the time selected in the order requested subject to the maximum limit of six employees being scheduled for vacation and compensatory time on any given day. Permission of the Highway Superintendent is not required to take compensatory time except during the winter, and it may be granted during the winter only if weather permitting.

ARTICLE IV - SICK LEAVE AND OTHER LEAVE

Sec. 1. All employees shall be entitled to family death leave up to forty (40) consecutive working hours absence with pay for each death in the immediate family of the employee. For purposes of this section, immediate family shall include parents, including stepparents, spouse, children, including stepchildren, brother or sister, including stepbrothers and stepsisters and grandparents, including step-grandparents. Said leave is to be taken at the time of death or funeral.

Sec. 2. All employees shall be entitled to family death leave up to twenty-four (24) hours absence with pay for each death of an in-law. For purposes of this Section, an in-law shall include parents, child, brother or sister and grandparents of the employee's spouse, including stepfamily members as set forth in Section 1 above. Said leave is to be taken at the time of death or funeral.

Sec. 3. All employees shall be entitled to sick leave with pay as follows:
(a). On the first day of the second year of employment, an employee will be entitled to one hundred forty-four (144) hours sick leave and shall receive additional sick leave at the rate of twelve (12) hours per month of employment accumulated to a maximum of fifteen hundred (1500) hours.

(b). Sick leave shall be requested by the employee, or on his behalf, of the Superintendent of Highways prior to starting time at the beginning of the work day.

(c). The Superintendent of Highways shall have the right to require a doctor's certificate and/or visit the employee to verify illness.

(d). Sick leave shall be considered for all purposes as continuous service. Whenever forty (40) consecutive hours or more are taken, the employee shall upon return to work present a letter from his attending physician verifying his illness.

(e). An employee shall be entitled to payment of accrued sick leave when he/she leaves the employ of the Town for other than disciplinary reasons to a maximum of twelve hundred (1200) hours. Upon an employee's death after ten or more years of service, sick leave accumulations shall be paid to the employee's estate to a maximum of twelve hundred (1200) hours.

(f). Employees shall be entitled to utilize his or her accumulated sick leave, in the event of sickness or injury to his or her immediate family. Immediate family shall be: parents, spouse, children, brothers, sisters, mother-in law and father-in-law.

(g). Employees shall be entitled to utilize a maximum of 40 hours of their accumulated sick leave as "paternity leave", which hours shall be taken consecutively and which shall be leave time related to the birth of their children when the mother is not considered sick and therefore sick leave and family leave are inapplicable. This leave shall be taken within one month of the birth of the child.

Sec. 4. All employees shall be entitled to be absent with full pay less jury pay, while in attendance on jury duty or while attending court pursuant to a subpoena or other orders of the Court.

Sec. 5. The President, Vice-President and Secretary-Treasurer of the Association shall be entitled to be absent with full pay while engaged in labor-management meetings and contract negotiations.

Sec. 6. Leave granted at the discretion of the Employer, with or without pay, for purposes other than those herein specified, shall not break continuous service.

Sec. 7. All employees shall be entitled to Personal Leave with pay as follows:

(a). New employees (less than one (1) year's service) shall be entitled to 24 hours personal leave, which may be taken at any time during the first year of employment, but which shall accrue at the rate of two (2) hours per month. If the employee leaves the
Town's employment after using personal leave before it has accrued, the employee shall reimburse the Town for unearned personal leave taken.

(b). All employees, after one (1) year's service, shall be entitled to a total of forty-eight (48) hours personal leave, thirty-two (32) hours of which may be taken in increments of not less than four (4) hours. The sixteen (16) hours remaining of personal leave may be taken in hourly increments upon twenty-four (24) hours notice to the Superintendent or in the case of emergency, with the Superintendent's approval.

(c). If personal leave is not used by the employee, the unused portion of the said personal leave shall be added to accumulated sick leave at the end of the calendar year.

(d). Sick leave shall not be used for personal days after personal days are depleted.

ARTICLE V - INSURANCE

Sec. 1. Insurance

(a). For employees hired prior to January 1, 1990, the employer shall pay one hundred percent (100%) of all premiums for the Empire Plan, offered by the New York State Health Insurance Program (NYSHIP), and one hundred percent (100%) of all such premiums for his dependents. For employees hired January 1, 1990, and thereafter, the employer shall pay ninety percent (90%) of all the aforementioned medical insurance premiums and the employee shall contribute ten percent (10%) of the cost thereof.

For employees hired prior to January 1, 1994, the employer shall pay one hundred percent (100%) of all premiums associated with the Dental Insurance Plan to be provided by Connecticut General Insurance Company, "Plan One (1) - Dental Insurance Plan" or the Dutchess Plan (CSEA). For employees hired on January 1, 1994, and thereafter, the employer shall pay ninety percent (90%) of all the aforementioned dental insurance premiums and the employee shall contribute ten percent (10%) of the cost thereof.

(b). An employee may elect to join the Capital District Physicians Health Plan, P.O. Box 1784, Albany, New York, 12201-1784, Mohawk Valley Physicians Health Plan, Inc.-MVP, P.O. Box 2207, Schenectady, New York, 12301 and Empire Blue Cross-Blue Shield-Blue Choice, P.O. Box 11815, Albany, New York, 12211-0815 and the Town shall pay the cost of such health plan for the employee and his/her dependents. The health insurance plans will provide for a $15.00 co-pay on January 1, 2004, and a $20.00 co-pay on January 1, 2005.

The Town shall pay the members a prescription reimbursement as follows:  
(i) Effective January 1, 2004, all prescriptions will be reimbursed back to ten ($10.00) dollars.  
(ii) Effective January 1, 2005, all prescriptions will be reimbursed back to twelve ($12.00) dollars.

The prescription cards commencing on January 1, 2004, will be $10/$30 for
MVP, $10/$25/$50 for Empire BC/BS Choice HMO, and $10/$20 for CDPHP.

(c). In the event a national health insurance program is adopted by the federal government, it is agreed that the parties will discuss the medical and dental portion of this contract so benefits are the same as at present but eliminating any duplicate benefits.

(d). In the event more than one member of a family unit is eligible for health insurance by reason of his or her employment with the Town, the Town will provide (a) family coverage through one plan only for the family unit, or (b) will provide two individual plans, but will not provide two family plans.

(e). The Town agrees to provide dental insurance through the Dutchess Plan (CSEA). The Town will continue to offer dental insurance through Connecticut General, if Connecticut General agrees to provide it.

(f). The Town agrees to provide, at no cost to the employee, vision care insurance (CSEA Gold-12 Plan) for employees only. Employees may upgrade to a family plan at the employee's cost.

Sec. 2. The Employer agrees to pay all contributions required to the New York State Retirement Plan by whatever name it may be known on behalf of all employees who elect to participate in same on the Twenty Year Retirement Plan pursuant to Retirement and Social Security Law Sec. 75 g, h and i.

Sec. 3. The Employer shall make arrangements with the New York State Employees Retirement System for the purchase from such system on behalf of the employees of the guaranteed minimum ordinary death benefit.

Sec. 4. The Employer shall provide coverage pursuant to the Disability Benefits Law of the State of New York on all employees, premiums therefore to be paid by the Employer. There shall not be any duplicate payments of such insurance and sick leave benefits.

Sec. 5. Opt out program. An employee who elects not to receive health insurance through the Town of Glenville to which he or she is entitled shall be paid 42% of the resulting savings to the Town of Glenville. Savings are realized if the employee is entitled to family coverage and chooses coverage for two, one, or not to be covered, is entitled to two person coverage and chooses coverage for one or not to be covered, or is entitled to single coverage and chooses not to be covered. An employee who has not been covered by insurance provided by the Town of Glenville may opt out of such coverage without first opting in. Such employee will be paid 42% of the savings calculated on the average cost of the various insurance benefits available through the Town of Glenville. If any employee opts out of insurance coverage but thereafter decides to opt back in, the Town agrees to assist the employee in his/her efforts to renew coverage.

ARTICLE VI - SENIORITY AND WORKING CONDITIONS

Sec. 1. (a). Seniority shall be defined as the "net credited service" of the employee as
hereinbefore determined and posted by the Employer, together with service credited thereafter.

(b). In all cases of layoffs, or reduction of forces with re-employment, the Employer shall give consideration to seniority.

(c). In the reduction of forces, the Employer shall apply the principles of seniority as follows:

(1) The employee in the job classification where the reduction is to take place, who has the least job classification seniority, shall be removed from the job first.

(2) If that employee has worked in another job classification, he shall have the right to transfer back into that classification providing he has more seniority (length of total employment with the Employer) than an employee in that job.

(d). If there is a restoration force, the employee shall have the right to be offered a re-instatement in the job from which laid off or transferred before any new employee is hired.

(e). The provision of this Section shall not be deemed to affect the rights of exempt volunteer firemen and honorable discharged veterans pursuant to Sections 85 and 86 of the New York Civil Law.

(f). The heavy equipment mechanics and welders shall be granted a clothing and cleaning allowance of Three hundred fifty ($350.00) dollars per year per employee to be paid by January 15 of each year to the association.

(g) The remaining members of the association shall be granted a clothing and cleaning allowance of Two hundred seventy five ($275.00) dollars per year per employee to be paid by January 15 of each year to the association.

(h). The Town shall allow to each employee the sum of $100 toward the purchase of approved work boots. Employees must wear approved footwear, the uniforms provided by the Town or approved substitutes in accordance with current practices.

ARTICLE VII - GRIEVANCE PROCEDURE

Sec. 1. In the event of any disputes with reference to the interpretation, application or breach of any of the specific terms contained in this Agreement, (hereinafter called "Grievance"), the matter shall be taken up in the following manner:

(a). An informal conference shall be held between the Grievant and the Superintendent of Highways within three (3) working days of the assertion of the grievance with the objective of resolving the matter informally.

(b). If the grievance is not satisfactorily resolved within six (6) working days of the
assertion of the grievance, the grievance shall be reduced to writing, signed by the Grievant and filed with the Superintendent of Highways within nine (9) working days after the assertion of the grievance after which and within six (6) working days, it shall be discussed by a designated member of the Association, other than the Grievant, and the Superintendent of Highways.

(c). If the grievance is not satisfactorily resolved within twenty-four (24) working days after the assertion of the grievance, a copy thereof, at the option of the Association, shall be filed with the Town Supervisor, within thirty (30) working days of the date of the assertion of the grievance and the Town Supervisor and/or a designated member of the Association, within five (5) working days thereafter.

(d). In the event the grievance is not satisfactorily resolved within thirty-five (35) working days after the assertion of the grievance, the grievance may be submitted, either by the Association or the Superintendent of Highways, to the Town Board within forty (40) working days after the assertion of the grievance which shall meet with the Grievant and/or a designated member of the Association and the Town Board shall render its decision in writing within ten (10) working days of the date of submission to it.

(e). In the event the grievance is not satisfactorily resolved within fifty (50) working days after the assertion of the grievance, it may, at the option of the Association, be referred to arbitration within five (5) working days as provided in Section 2 below.

(f). Nothing contained herein shall prevent an employee from bringing his grievance informally to his immediate supervisor, the Superintendent of Highways or to the Supervisor of the Town.

Sec. 2. If the time limits set forth above are not strictly complied with, the grievance shall not be subject to arbitration. Provided the time limits set forth in Section 1 have been complied with, unless waived in writing, the Association may seek arbitration of a grievance by simultaneously sending a notice to the other party and to the arbitration services of the Public Employment Relations Board. Said arbitration services will be requested to send a list or lists (up to a maximum of three (3) to each party who shall independently consider the list and return it to them. If no arbitrator is selected after three (3) lists, the arbitration services of the Public Employment Relations Board shall be requested to appoint an arbitrator. Expenses of arbitration shall be borne equally by the parties.

Sec. 3. The decision of the arbitrator shall be final and binding upon the parties.

Sec. 4. Conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons to be present to attend. If, in the judgment of the Town Supervisor, conferences or hearings must be held during working hours, persons who participate shall be excused from their assignment without loss of pay.
ARTICLE VIII – DISCIPLINARY PROCEDURE

Discipline shall be imposed upon an employee pursuant to this Article. The procedure and remedies hereinafter provided for shall apply and be followed in lieu of the procedures and remedies set forth in Civil Service Law Section 75, which provision shall not apply to members of this unit. Notwithstanding the foregoing, discipline may be imposed, without recourse to this disciplinary procedure or the procedures set forth in Civil Service Law Section 75, on unit employees who are subject to the Town's Drug Free Workplace and Substance Abuse testing policy and procedures.

This disciplinary procedure shall apply to members in the noncompetitive and labor classes after one year of service with the Town.

All disciplinary proceedings under this article shall be closed to the public.

1. Discipline shall be imposed only for just cause. The disciplinary penalties shall consist of a written reprimand, fine, suspension without pay, demotion in grade or title, or discharge. Notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail. The notice of discipline will specify the alleged acts and conduct identified as inappropriate, including dates, times and places when said acts or activity occurred, and shall identify the penalty to be imposed. The President of the union will be provided a copy of the notice within one workday of the service of the notice of discipline on the employee.

2. The penalty identified in the notice of discipline will be implemented immediately unless:

   (a). the employee files a grievance concerning the matter within five (5) work days of service of the notice of discipline; or

   (b). the employee, having filed a grievance concerning the matter, files a timely appeal of any grievance decision upholding the penalty; or

   (c.) a grievance decision upholding the penalty, having been appealed to arbitration, is overturned; or

   (d). an alternative resolution of the matter is agreed upon by the parties.

3. An employee may file a written grievance concerning the notice of discipline. Such grievance shall be served upon the Highway Superintendent personally or by registered or certified mail within five (5) workdays of the notice of discipline, The Highway Superintendent or his or her designee will schedule a meeting within five (5) workdays after receipt of the filed grievance. At that hearing, the employee or the Union will be entitled to present the employee's position concerning the matter. The Highway Superintendent or his or her designee will respond in writing within five (5) workdays of the meeting setting forth his/her decision on the matter.
(a) If the grievance is not settled or otherwise resolved, the employee may appeal the grievance decision to arbitration pursuant to the provisions contained in Article XII, Section 2 of this agreement.

(b) The disciplinary arbitrator shall confine him/herself to determining the guilt or innocence of the employee and/or the appropriateness of the penalty imposed. Said arbitrator shall not add to, subtract from, or modify the provisions of this agreement. The arbitrator's decision may approve or disapprove the penalty imposed or provide for an alternative penalty, or, upon finding the employee innocent of the charge(s), recommend reinstatement of and/or back pay for the employee. Either party may appeal to the Town Board within fifteen (15) days of receipt of the arbitrator's decision. The Town Board shall review the record and render their decision within thirty (30) days. The Town Board's decision may be the subject of an Article 78 proceeding.

4. A disciplinary grievance may be settled at any time following the service of a notice of discipline.

5. Suspension before Notice of Discipline:

(a). Prior to the issuance of a notice of discipline, or the exhaustion of the grievance procedure following the issuance of a notice of discipline, an employee may be suspended without pay by the Highway Superintendent immediately:

(1). When the employee's continued presence on the job represents a potential harm to persons or property or would interfere with the Town operations, or

(2). When the employee has been charged with conduct, which would constitute the commission of a crime.

In the event an employee is suspended without pay in either of the foregoing situations, a notice of discipline will be issued to the employee within 48 hours of such action, if such notice has not been previously issued.

(b). In the event an employee has been charged with the commission of a crime, the employee will notify the Highway Superintendent of the disposition of the criminal charge(s), and will provide the Highway Superintendent with a certified copy of such disposition, within five (5) days thereof. In the event the employee is found innocent of the charge(s), he/she shall be reinstated with back pay within five days of receipt of the certified copy of disposition. In the event the employee is found guilty of the charge(s) or pleads guilty to a lesser charge, but still a crime, the employee's employment with the Town will be terminated without any further proceedings including any recourse to the grievance procedure contained in Article XII of this agreement concerning the suspension without pay and/or the dismissal.

Nothing contained in the foregoing paragraph shall limit the Town from pursuing disciplinary action against the employee during the pendency of a criminal charge(s) when the Town has independent evidence of inappropriate conduct or activities of the employee.
6. Association Representation. An employee shall be notified in advance in writing of their right to be represented at any disciplinary interrogation or a grievance meeting concerning disciplinary action by the Association President or the President's designee. Such representative shall not suffer any loss of earnings or be required to charge leave credits for reasonable time spent processing a disciplinary grievance during working hours. The Association representative, at the request of the employee, may be present at a disciplinary interrogation, disciplinary grievance meeting and arbitration of a disciplinary action.

7. Limitation of Disciplinary Action. An employee shall not be disciplined for acts, except those acts that would have constituted a crime(s) when committed, occurring more than eighteen months prior to the service of the notice of discipline. Notwithstanding the foregoing, the employee's entire record of employment with the Town may be reviewed and considered with respect to the appropriateness of any discipline imposed on the employee.

8. Personnel records. The record pertaining to a reprimand will stay in an employee's personnel file for a period of one year, to a fine for the period of one and one-half years, to a suspension without pay for a period of two years, and to a demotion for a period of two and one-half years.

ARTICLE IX – WORKER'S DISABILITY BENEFITS PROCEDURE

Sec. 1. This procedure applies to employees who are or become disabled from working for the Town as a result of an accident or illness as defined in the New York State Worker's Compensation Law.

Sec. 2. Such employees shall be considered on "Worker's Compensation Leave" until medically cleared to return to the full duties of their positions.

Sec. 3. The Town shall pay such employee his full pay until such time as the employee begins receiving Worker's Compensation pay directly. While the employee is receiving Worker's Compensation pay directly, the Town shall pay the employee the difference between the employee's regular full pay and the amount of the Worker's Compensation pay, without charge to the employee's contractual leave credits.

Sec. 4. In the event the employee is disabled from working for a period in excess of nine months, the Town's obligation to maintain the employee at the equivalent of full pay (without charge to leave credits) shall cease nine months from the date of the employee's disability.

Sec. 5. However, if the employee remains on Worker's Compensation after the first nine months from the date of disability, the employee shall be entitled to be paid thereafter from his sick leave bank the difference between his Worker's Compensation pay and his regular, full weekly pay. Sick leave pay may be added to Worker's Compensation pay to the extent of the employee's accumulated credits, for a period not to exceed eighteen months from the employee's date of disability.
Sec. 6. The Town agrees that it shall not commence Section 71 Civil Service Law termination proceedings against employees who are in "Worker's Compensation Leave" status for a period of eighteen months.

Sec. 7. The Association recognizes the Town's right to hire temporary employees and the Town recognizes that such temporary employees shall be in the Association's bargaining unit. In the event a temporary employee is hired to fill the position of an employee who is on "Worker's Compensation Leave" status, upon the return to work of the previously disabled employee who returns to work prior to termination pursuant to Section 71 of the Civil Service Law, the temporary employee shall be removed from the disabled employee's position and the disabled employee shall return to his position.

Sec. 8. In the event an employee is terminated pursuant to said Section 71, he shall be paid for all accumulated leave time which remains standing to his credit at the time of termination.

Sec. 9. Date of disability as used herein shall mean the date the Worker's Compensation Board determines as the employee's date of disability. If sick leave is charged by the employer prior to the determination of Worker's Compensation status, it shall be reimbursed.

ARTICLE X - CONSTRUCTION CLAUSES AND MISCELLANEOUS

Sec. 1. The Employer reserves unto itself all rights not specifically granted to the employees or the Association by this Agreement of the Public Fair Employment Act or other applicable statutes of the State of New York.

Sec. 2. Should any part of this Agreement or any provisions herein contained be rendered invalid by reason of any existing or subsequently enacted legislation, or act of any authorized agency of government, or by the decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

Sec. 3. This Agreement shall become effective January 1, 2004, and shall terminate at the close of business December 31, 2005.

Sec. 4. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefore shall not become effective until the Town Board has given approval.

Sec. 5. In the event that prior to the 31st of December, 2005, a new written agreement has not been entered into between the parties, all of the terms, covenants and conditions of this Agreement shall continue to be binding on the parties until such time as a new written Agreement is executed by both parties.
IN WITNESS WHEREOF, the Town Board of the Town of Glenville, New York, has caused this instrument to be signed by its Town Supervisor and its Corporate Seal to be hereunto affixed, and the Town of Glenville Highway Employees Association has caused this instrument to be signed by its President the day and year first above written.

Town of Glenville
Highway Employees Association

By: Donald S. Shannon, Jr.
President

Town of Glenville

By: Clarence W. Mosher
Town Supervisor

WORK RULES

All time is TIME CLOCK time: START, LUNCH, QUIT, etc.

1. Start time is 7:00 a.m.
   a. Change clothes prior to 7:00 a.m.

2. Morning coffee break
   a. Hold to 15 minutes, generally from 9:00 to 9:15 a.m. except in unusual situations.
   b. Coffee at nearest diner.
   c. Two or more in garage, send out.
   d. When working more than 5 minutes from diner, send out.

3. Lunch break
   a. If leaving, wait until 12:00 noon and return by 12:30 p.m.
   b. If eating in the garage, enter the lunchroom at 12:00 noon and return to work at 12:30 p.m.
   c. Unless staying on the job site for lunch, the work vehicle may be used.
   d. The employee is not to leave the job site until 10 minutes before the lunch period (at noon except in unusual situations) and return to the job site no later than 12:40 p.m.

4. Afternoon coffee break
   a. If in the garage, send out and drink at your workstation.
   b. Outside crews, drink at your workstation or on the run.

5. End of day routine
   a. No one back to garage prior to 3:20 p.m. unless authorized or necessary.
   b. If early arrival back at garage is unavoidable, find something work related to do.
   c. Enter lunchroom to change and cleanup no earlier than 3:20 p.m.

6. Crews are to call in to G-1, G-2 or Glenville 2 when commencing and ending coffee and lunch breaks.

7. No tools or implements leave the department, without exception.
8. No personal work done in the garage.