Title: Albion, Town of and Town of Albion Highway Department Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Local 837 (1997)

Employer Name: Albion, Town of

Union: Town of Albion Highway Department Unit, CSEA, AFSCME, AFL-CIO

Local: 1000, 837

Effective Date: 01/01/97

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AGREEMENT

Between

THE TOWN OF ALBION

and

THE TOWN OF ALBION UNIT

ORLEANS COUNTY LOCAL

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

JANUARY 1, 1997

to

DECEMBER 31, 1999
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ARTICLE I
AGREEMENT

This agreement has been entered into this day of 1997 by and between the Town of Albion located in Orleans, New York (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc., (CSEA) for and on behalf of the Town Highway Department, Town of Albion, New York (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, it is the intent and desire of the parties hereto to foster and promote sound, stable, and peaceful labor relations among the Employer, the employees covered by this Agreement and the Union, and to that end the parties hereto reached an understanding governing the conditions of employment which shall prevail, insofar as it relates to the employees covered by this Agreement; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the Employer and the employees so that grievances and complaints will be settled quickly;

WHEREAS, the Union represents the majority of the regularly employed employees of the Employer;

WHEREAS, the parties have negotiated for the purpose of entering into a Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations, herein assumed, the parties hereto agree as follows:
ARTICLE II
WAGES

Section 1: Employees covered by this Agreement shall receive wages in accordance with the schedule set forth herein and attached as Schedule "A". The wage scale set forth in Section 1 of Schedule "A" shall be the minimum hourly wage paid by the Employer to all full time employees covered by this agreement.

Effective January 1, 1997, the hourly rate of each employee in effect on December 31, 1996 shall be increased sixty-seven cents ($0.67) per hour. Additionally, the wage rate in Schedule "A" in effect for January 1, 1996, shall be increased by sixty-seven cents ($0.67) per hour.

Effective January 1, 1998, the hourly rate of each employee in effect on December 31, 1997, in accordance with the paragraph above shall be increased by sixty-five cents ($0.65) per hour. Additionally, the wage rate in Schedule "A" in effect for January 1, 1997 shall be increased by sixty-five ($0.65) cents per hour.

Effective January 1, 1999, the hourly rate of each employee in effect on December 31, 1998, in accordance with the paragraph above shall be increased by sixty cents ($0.60) per hour. Additionally, the wage rate in Schedule "A" in effect for January 1, 1998 shall be increased by sixty ($0.60) cents per hour.

Part-time employees shall receive nine dollars ($9.00) per hour.

Section 2: The foregoing notwithstanding, any new full-time employee shall be classified as a "Probationary Employee" for the first ninety (90) calendar days of his employment. During the first thirty (30) days of his employment, such employee shall receive thirty ($0.30) cents per hour less than the minimum hourly
rate set forth in Section 1 of Schedule "A". During the second thirty (30) days of his employment, such employee shall receive twenty ($0.20) cents per hour less than the minimum rate set forth in Section 1 of Schedule "A". During the third thirty (30) days of his employment, such employee shall receive ten ($0.10) cents per hour less than the minimum hourly rate set forth in Section 1 of Schedule "A". Thereafter, such employee shall become a permanent employee and shall receive the full rate set forth in Section 1 of Schedule "A". The employer reserves the right, in its sole and exclusive discretion, to advance a probationary employee's wage rate faster than therein provided, but such employee shall remain a "Probationary Employee" for his first ninety (90) calendar days of employment regardless of any acceleration in the advancement of his hourly rate. No employee shall suffer a reduction in his hourly rate due to the execution of this Agreement.

Section 3: An employee covered by this agreement who is appointed to the position of Deputy Highway Superintendent shall receive seven hundred fifty dollars ($750) per year in addition to his regular pay.

ARTICLE III
VISITATION

Section 1: Official representatives of the Union shall be admitted to the Employer's premises at all reasonable times as may be necessary to observe the working conditions existing in the operation of the Employer in connection with the performance of this contract, provided said inspection does not interfere with the operation of the Employer, or with any of the work of employees who may be assigned to duty at that time.
ARTICLE IV
UNION DUES

Section 1: The Employer shall deduct biweekly from the wages of each employee and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and/or insurance premiums for those employees authorizing such deductions.

Section 2: The Union hereby agrees to hold the Employer harmless of any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 1: All employees shall report to work on the premises of the above named Employee at the designated time, and perform their work and tour of duties in accordance with the Employer’s needs, operating procedures and schedule of operations. Any employee failing to notify the Employer before his scheduled starting time when unable to report to work due to illness or any other circumstances, will be subject to disciplinary action.

The work day must start no sooner than 6:00 a.m. nor later than 8:00 a.m. except in cases of emergency determined by salting, or except as may be otherwise mutually agreed upon by the Employee and the Union. The Employer shall determine when overtime work shall be performed.

All employees covered by this contract shall work a forty (40) hour work week. The work week will be comprised of the following schedule:

During the period October 16 through April 14 of each year, all employees will work Monday through Friday, five (5), eight (8) hour work days.
During the period of April 15 through October 15 of each year, the employees will work Monday through Thursday, four (4) ten (10) hour work days.

Section 2: Overtime shall be paid to all employees at the rate of time and one half (1/2) the employee's base hourly rates as set forth in Section 1 of Schedule "A" for all hours worked or paid for over forty (40) hours per week to all employees.

Section 3: At their election, employees may receive compensatory time at the rate of one and one-half hour of overtime for any time worked or paid over forty (40) hours per week.

Employees shall be allowed to accumulate up to five days (40 hours) of compensatory time to be taken off at a later date mutually agreed upon.

All paid leave including holidays shall be considered as time worked for the computation of overtime. The employer shall not change or otherwise modify the work day and/or work week as established in this Article V in order to circumvent the payment of overtime.

ARTICLE VI
COMPLIANCE WITH REGULATIONS

Section 1: Both the Employer and the Union and all employees covered by this Agreement who are employed as the above named establishment shall be subject to all the Laws of the State of New York, as well as those of the New York State Commission against Discrimination.

The Employer shall have the right to make such reasonable rules and regulations as it may deem necessary and proper for the conduct of its business, and the Employer may from time to time
change or make other rules and regulations, provided, however, that such rules and regulations shall not be inconsistent with or constitute a modification of this Agreement.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1: Purpose

The purpose of this Section is:

(1) To provide the fullest opportunity for discussion of any grievances arising out of the interpretation of application of any of the provisions of this Agreement;

(2) To establish definite and complete guides and procedures for the processing and settlement of grievances as defined herein;

A grievance must be filed by the employee or the Union, within five (5) working days from the date it arose. Unless such grievance is filed within such period it shall be considered waived.

Section 2: Procedure

FIRST STAGE: The aggrieved employee and/or his representative shall present the grievance orally to the Superintendent of Highways who shall discuss it with the aggrieved employee and/or his representative. The Superintendent of Highways shall make his decision within five (5) working days from the date the grievance is presented to him and shall send such decision to the aggrieved employee and his representative.

SECOND STAGE: If the employee and/or his representative is not satisfied with the decision of the Superintendent of Highways, he or his representative shall make a request, in writing, to the
Town Board for review and determination of the grievance within five (5) working days of receipt of the First Stage decision. The request for review and determination of the grievance by the Town Board shall be sent to the Clerk of such Board. The Town Board or its representative shall establish a mutually acceptable hearing date with the employee and his representative. On such date the Board shall convene an informal hearing for the purpose of allowing the employee and his representative to present oral and written arguments regarding the grievance. Such hearing shall be held within ten (10) working days of receipt of the written request for review of the grievance by the Town unless the parties mutually agree to extend such time limits. The Town Board shall render its decision, in writing, within five (5) working days of the hearing and shall send such decision to the aggrieved employee and his representative.

If the decision of the Town Board is not satisfactory to the Union, the matter may be submitted to arbitration in accordance with the procedure stated in this Article. Any submission to arbitration must be made within five (5) working days of the receipt of the written decision of the Town Board.

ARBITRATION STAGE: Any and all grievances or disputes that should arise with respect to the interpretation or application of any of the provisions of this Agreement which have not been previously adjusted, settled, or finally comprised, shall be submitted to an arbitrator mutually agreeable to both parties. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of five (5) available arbitrators requested from the Public Employment Relations Board. The Union first and the Employer second, shall alternately cross off names of the arbitrators until one name remains and that person shall be the Arbitrator.
The expense of the arbitration proceedings shall be shared equally by the Employer and the Union. Each party, however, shall bear its own legal expenses and those of its witnesses to the proceedings.

The arbitrator's decision shall be final and binding on all parties involved but he shall have no power to add to, subtract from or in any way modify any of the terms of this Agreement.

Mutually satisfactory arrangements may be made to handle grievances during working hours provided that said meeting shall not interfere with the Employer's required operations and/or with the work of the Shop Steward and/or employees assigned to duty at the time.

The Union and the employees agree that the grievances and arbitration procedures herein contained shall be the exclusive means of resolving disagreements or disputes between the parties, and therefore, shall not engage in a strike, slowdown, picketing, boycotts, or any other Union activity directed against the business interests or operations of the Employer nor cause, instigate, or condone such action. The Employer agrees that there shall be no lockouts.

Section 3: Union Grievance

The grievance procedure may be utilized by the Union in processing grievances which allege a violation of the obligations of the Employer, to the Union as such. In processing such grievances, the Union shall observe the specified time limits in appealing and the Employer shall observe the time limits in answering.
Section 4: Employer Grievances

The grievance procedure may be utilized by the Employer in processing company grievances. In processing such grievances, the Union shall observe the specified time limit in answering.

ARTICLE VIII

RULES

Section 1: The Employer shall have the right to make such reasonable directions, rules and regulations as may be deemed necessary by the Employer for the conduct and management of the affairs of the Employer and the Union agrees that the employees shall be bound by and obey said directions, rules and regulations insofar as the same do not conflict with the terms of this contract.

ARTICLE IX

MANAGEMENT RIGHTS

Section 1: The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specified abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Employer.

Not by way of limitation of the foregoing clause, the Employer retains the right and responsibility, subject always to the terms of this Agreement and the Grievance Procedure, to (1) hire, discharge, transfer, suspend and discipline employees; (2) to determine the number of men required to be employed, laid off or discharged; (3) to determine the qualifications of employees;
(4) to determine the starting and quitting times and the reasonable number of hours to be worked by its employees; (5) to make any and all reasonable rules and regulations; (6) to determine the work assignments of its employees; (7) to determine the basis for selection, retention and promotion of employees to or for occupations not within the bargaining unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alterations by revision either processes or equipment, or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate plants or other facilities; (12) establish, expand, transfer, and/or consolidate work processes and facilities; (13) transfer or subcontract work; (14) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work; (15) terminate or eliminate all or any part of its work or facilities.

The Union agrees, in recognition of Management's rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein, either as to the basic decision, or as to the effect of that decision upon wages, hours, and other terms and conditions of employment.

ARTICLE X

VACATIONS

Section 1: All regular full time employees who have been continuously employed by the Employer shall be entitled to vacations with pay earned on a calendar year basis in accordance with the following schedule:
One (1) year to four (4) years of service - ten (10) working days.
Five (5) years to nine (9) years of service - fifteen working days.
Ten (10) years or more of service - twenty (20) working days.

After the completion of ten years, employees shall receive one (1) additional day of vacation leave for each year of service thereafter twenty years. In no event will an employee be allowed to accrue more than thirty (30) days of vacation leave.

Effective January 1, 1983, each employee hired after January 1st of any year shall, following his probationary period, earn one (1) day of paid vacation for each month of service up to a maximum of nine (9) working days of paid vacation during his initial year of service. Thereafter, the employee shall receive vacation in accordance with the schedule set forth herein.

Section 2: Vacations earned during one (1) calendar year shall not become the property of the employee and shall not be taken or paid until the commencement of the next calendar year and must be taken during the next calendar years. In the event an employee who has not taken his vacation terminates his service or is laid off, his vacation credits accumulated in the past calendar year and unused in the then calendar year shall be liquidated by payment in cash at the time he terminates his employment or is laid off by his Employer.

When a holiday falls within an employee’s vacation period, he shall be given an additional day off with pay as part of his vacation except that he may be given a day’s pay in lieu thereof my mutual agreement.

Section 3: All paid holidays are to be credited as days worked in computing vacation credits.

Section 4: Vacations shall be taken by the employee and paid by the Employer on the basis of his applicable work day and hourly rate at the time he takes his vacation or is paid for it.
ARTICLE XI
SICK LEAVE

Section 1: Each full time permanent employee shall earn one (1) day of paid sick leave for each month of employment which leave may be accumulated to a maximum of one hundred and eighty (180) days. Such leave may be taken only in the event of sickness which shall be defined as illness, bodily injury or quarantine.

Section 2: A doctor's certificate must accompany an employee's absence from work for more than three (3) days and in the case of protracted sickness such a certificate must be presented at the end of each calendar month of absence.

Section 3: Except as otherwise provided in this Agreement, employees shall lose no seniority or other rights by reason of sickness or injury, provided prompt notice of such sickness or injury has been given to the Employer. Periods of absence from work due to sickness shall be counted as time worked for the purpose of computing sick leave.

Section 4: That after 20 years of service to the Town, an employee shall be entitled to receive, upon retirement from the service of the Town the equivalent of his or her sick time as wages. Such benefit shall not be provided to any employee discharged for cause hereunder and shall not be available to any employee who retires prior to his working for the Town for a period of 20 years. For the purposes of this subsection, "employee" shall be deemed to include any member of the bargaining unit who shall at any future time continue as an elected official outside of the unit, if that change of status is done in a continuous transition from employee to official.

Section 5: If an employee does not use any sick leave days during a calendar year, he shall receive a two hundred dollar ($200) payment in the first payroll week of the succeeding January.
ARTICLE XII

HOLIDAYS

Section 1: The following days shall be holidays for which an employee regularly scheduled to work on that day shall receive time off and pay at his then current rate and hours. A holiday falling on a Saturday shall be observed on Friday, and if the holiday falls on Sunday, it shall be observed on Monday.

Any employee who works on a holiday will receive his regular holiday pay plus time and one half (1 1/2) the employee's normal rate for all hours worked on a holiday.

New Year's Day
Memorial Day
July 4th
Labor Day
Good Friday
Employee's Birthday
President's Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Martin Luther King Day

ARTICLE XIII

HOSPITALIZATION - MEDICAL - COVERAGE

DISABILITY INSURANCE, VISION CARE

Section 1: The employer agrees to provide and fully pay the cost of hospitalization and medical coverage within thirty (30) days of first full time employment for all employees covered by this bargaining agreement under the following plan:

Rochester Blue Cross/Blue Shield Premiere Health Plan HMO with $5/$10 copayment, a $5 copayment prescription card and chiropractic rider.

Section 2: In addition, the Employer agrees to pay the full cost of New York State Disability Insurance.
Section 3: The Town of Albion agrees to provide and pay 100% of the family premium costs of the Vision Care Plan established by the CSEA Employee Benefit Fund (EBF) for each employee covered under this contract.

Section 4: The Town of Albion agrees to provide and pay 100% of the cost of family/single coverage for the dental plan Smile Saver IV through Rochester Blue Cross/Blue Shield.

ARTICLE XIV
PERSONAL LEAVE

Section 1: Each full time permanent employee shall be granted a maximum of five (5) days of personal leave with pay in each calendar year of employment. Such leave shall not be paid if not taken and shall not be carried over into any succeeding calendar year or years. Such leave may be taken only after notice to the Employer and then only if the taking of such leave will not interfere with the Employer's operation of its business.

Any personal leave which is not taken by an employee in a calendar year shall be added to the sick leave accumulation of the employee for use. The personal leave shall be added to the sick leave accumulation of the employee at the end of each calendar year.

ARTICLE XV
REST PERIODS AND CLEAN UP

Section 1: Employees shall be granted a thirty (30) minute rest period in the first half of their shift and a ten (10) minute cleanup at the end of their shift. The rest period shall be confined to such thirty (30) minute period scheduled by their foreman as near as possible to the middle of the morning and a cleanup period shall be confined to (10) minutes as scheduled by their foreman at the end of each shift.
ARTICLE XVI

CALL-IN

Section 1: Each employee covered under this contract who is called into work by the Employer shall be guaranteed and receive two (2) hours pay at the applicable straight or overtime rate if the employee works one (1) hour or less. Each employee covered under this contract who is called into work by the Employer shall be guaranteed and receive four (4) hours pay at the applicable straight or overtime rate if the employee works from one (1) to four (4) hours. Any employee who works more than four (4) hours shall be paid at the applicable straight or overtime rate for each hour or part thereof worked beyond four (4) hours. Payments on the basis of the applicable straight or overtime rate shall be governed by Section 2 of Article V (Hours of Work and Overtime) of this agreement.

ARTICLE XVII

PART-TIME EMPLOYEES

Section 1: Part time employees shall be defined as employees who shall be scheduled to work less than thirty (30) successive calendar days at any one time (such employees may work more than thirty (30) calendar days, but shall remain part time employees as long as they do not work thirty (30) calendar days in succession at any one time).

Such part time employees shall receive a basic hourly rate as may be established by the Town Board, but in no event shall the hourly rate exceed the basic minimum rate payable under this contract, and no fringe benefits may be paid.
ARTICLE XVIII
SHOP STEWARD

Section 1: One person shall be designated by the Union as Shop Steward. The Shop Steward shall report any grievance to the Employer's representative. Such grievance shall be disposed of as set forth in Article VII hereof.

ARTICLE XIX
RETIREMENT

Section 1: The Town of Albion shall provide any pay the full cost of the Twenty (20) Year Career Retirement Plan (Section 75I) of the New York State Retirement and Social Security Law for each employee covered under this contract.

ARTICLE XX
DISCHARGE AND DISCIPLINE

Section 1: (a) Discharge and discipline for employees described in subsection 1 (a), (b), and (c) of Section 75 of the New York State Civil Service Law shall be handled in accordance with the procedures set forth in such law and the decision reached pursuant to such procedures shall be final and binding and not subject to review under the grievance and arbitration or any other provisions of this contract. The Employer shall present a written statement of charges against such employee to the Union as soon as such charges have been determined by the Employer.

(b) Discharge or discipline of any other employee shall be handled in accordance with the grievance and arbitration provisions of this Agreement. The Employer, in such cases, agrees to promptly notify, in writing, the Steward of such discharge or discipline.
ARTICLE XXI
LAYOFF AND PROMOTION

Section 1: If two (2) or more men wish to be considered for promotion and each is equally qualified in the judgment of the Employer, then the most senior employee will be promoted. In the event of a layoff, the least senior man will be laid off first. In the event of recall, the most senior laid off employee shall be recalled first.

ARTICLE XXII
CIVIL SERVICE LAW

Section 1: It is hereby understood and agreed that this Agreement and each and every part thereof is subject to the provisions of the New York State Civil Service Law and any rules, regulations, provisions, ordinances, resolutions, or actions or any kind or nature of the State of Local Civil Service Commission or Personnel Officer (all collectively referred to as the "Law") and shall be construed and enforced only to the extent allowable and within the limits of the Law, as if such law were a specific amendment to this Agreement. The application of the Law to this Agreement which results in any change shall in no way give rise to any right by either party to renegotiate any part or all of this Agreement.

ARTICLE XXIII
SAVINGS CLAUSE

Section 1: If any clause or provision of this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction, such determination shall not affect any clause or provision hereof or give any right to either party to negotiate or renegotiate any part of all of this Agreement.
ARTICLE XXIV

JURY DUTY

Section 1: In the event an employee covered by this Agreement is called to Jury Duty, the Town shall pay the employee the difference between the employee's regular straight time pay and any juror's fee paid the employee. The employee shall furnish the Town with written evidence of Jury service.

Section 2: In the event that the employee is discharged from jury duty before 1:00 p.m., he shall then report to the Highway Superintendent to be assigned for his regular duty.

ARTICLE XXV

DEATH IN THE FAMILY

Section 1: In the event of a death in the immediate family of an employee covered by this Agreement, the employee shall be entitled to paid leave, with a maximum of three (3) days. The immediate family is defined as the spouse, child, brother, sister, parent or spouse's parents and grandparents. The employee shall be entitled to one (1) work day off with pay to attend the funeral of the following close relatives: aunt, uncle, niece and nephew. For the purpose of this Article an employee's pay shall be his regular straight time pay.

ARTICLE XXVI

WORKER'S COMPENSATION

Section 1: Each employee covered under this contract who is unable to perform his duties because of an occupational disease, illness or injury shall receive his wages in the following manner for the length of the disease, illness or injury or until the compensation benefit ceases.
a) The Employee shall receive the Workmen's Compensation benefit for the loss of wages.

b) The Town agrees to supplement that benefit by providing the employee with a biweekly check for the difference between his normal biweekly wages and the compensation benefit received during each biweekly pay period. The Town shall be allowed to reduce the accumulated sick leave of the Employee by the amount of the supplemental wage it pays the affected employee. For instance, if the Town provides the employee with supplemental pay which is equal to one third (1/3) of the daily normal pay of the employee, the Town shall be allowed to deduct one third (1/3) of a sick day from the employee for each day it provides the employee with such pay.

c) All lump sum payments received by the employee for the settlement of a claim regarding the illness, disease or injury shall be retained by the employee. During the term of the occupational injury, illness or disease, the employee shall continue to be covered by all wage and fringe benefit provisions set forth within the contract or otherwise provided by the Town. This shall include but not limited to wage increases and the accrual of leave benefits.

d) If the employee is unable to return to work following the cessation of the compensation benefits, he shall be allowed to use his remaining sick leave as provided in Article XI of this Agreement as well as any or all other leave accruals.
ARTICLE XXVII
DURATION

For the purpose of computation of wages, this Agreement shall take effect January 1, 1997 and shall remain in full force and effect until December 31, 1999. Either party desiring to modify or terminate this Agreement at its expiration shall notify the other party, in writing, of its desire to modify or terminate the said Agreement pursuant to Law. In the event that no notice is sent to either party, the contract shall renew itself for a period of one (1) year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year set forth below.

DATED:

 Supervisor
 Town of Albion

 Unit President
 Town of Albion Highway Dept. Unit Local 837, CSEA, Inc.

 Labor Relations Specialist
 Civil Service Employees Association
SCHEDULE A
WAGES, LONGEVITY AND CLOTHING ALLOWANCE

EFFECTIVE JANUARY 1, 1995

Section 1:
WAGES

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<tr>
<th>Position</th>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
</table>
| Motor Equipment Operator       | January 1, 1997| $14.00/
hour    |
| Motor Equipment Operator       | January 1, 1998| $14.65/
hour    |
| Motor Equipment Operator       | January 1, 1999| $15.25/
hour    |

Section 2: LONGEVITY STEPS:
Each member of the bargaining unit, employed full time, shall be entitled to a longevity bonus in salary of $0.05 for each year or full time service to the Town, up to a maximum of twenty-five years of service. Part time employment shall not be included for purposes of the longevity bonus.

Each step of the bonus shall commence the pay period after the anniversary date of employment. For instance, if an employee's anniversary date is June 1, and the next paycheck will be issued June 7, the next applicable step of longevity bonus will not commence until June 8, the start of the next pay period.

Section 3: Clothing & Shoe Allowance
Effective January 1, 1997, each employee will receive a $375.00 clothing allowance on an annual basis, paid in a separate check by January 31 of each year. Effective January 1, 1999, each employee will receive a $400.00 clothing allowance on an annual basis paid in a separate check by January 31 of each year.