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AGREEMENT

BETWEEN

THE

VILLAGE OF LANCASTER, NEW YORK

AND

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL #1000 AFSCME, AFL/CIO

LANCASTER VILLAGE UNIT

LOCAL 815

JUNE 1, 2003 - MAY 31, 2008

RECEIVED

APR 21 2004

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>WITNESSETH</td>
<td>1</td>
</tr>
<tr>
<td>I</td>
<td>BARGAINING AGENT</td>
<td>2</td>
</tr>
<tr>
<td>II</td>
<td>TERM OF AGREEMENT</td>
<td>2</td>
</tr>
<tr>
<td>III</td>
<td>DUES CHECKOFF AND PAYROLL DEDUCTIONS</td>
<td>2</td>
</tr>
<tr>
<td>IV</td>
<td>SALARIES</td>
<td>3</td>
</tr>
<tr>
<td>V</td>
<td>WORK WEEK AND OVERTIME</td>
<td>4</td>
</tr>
<tr>
<td>VI</td>
<td>MEAL ALLOWANCE</td>
<td>6</td>
</tr>
<tr>
<td>VII</td>
<td>VACATION</td>
<td>7</td>
</tr>
<tr>
<td>VIII</td>
<td>LEGAL HOLIDAYS</td>
<td>8</td>
</tr>
<tr>
<td>IX</td>
<td>PERSONAL LEAVE</td>
<td>9</td>
</tr>
<tr>
<td>X</td>
<td>SICK LEAVE</td>
<td>10</td>
</tr>
<tr>
<td>XI</td>
<td>LEAVE OF ABSENCE WITH PAY</td>
<td>11</td>
</tr>
<tr>
<td>XII</td>
<td>LEAVE OF ABSENCE WITHOUT PAY</td>
<td>12</td>
</tr>
<tr>
<td>XIII</td>
<td>COFFEE BREAKS</td>
<td>13</td>
</tr>
<tr>
<td>XIV</td>
<td>REQUEST FOR INFORMATION</td>
<td>13</td>
</tr>
<tr>
<td>XV</td>
<td>GRIEVANCE</td>
<td>14</td>
</tr>
<tr>
<td>XVI</td>
<td>DISCIPLINE AND DISCHARGE</td>
<td>16</td>
</tr>
<tr>
<td>XVII</td>
<td>USE OF PUBLIC WORKS BUILDING</td>
<td>19</td>
</tr>
<tr>
<td>XVIII</td>
<td>BULLETIN BOARDS</td>
<td>19</td>
</tr>
<tr>
<td>XIX</td>
<td>WORK CLOTHING</td>
<td>20</td>
</tr>
<tr>
<td>XX</td>
<td>MEDICAL COVERAGE</td>
<td>21</td>
</tr>
<tr>
<td>XXI</td>
<td>RETIREMENT</td>
<td>23</td>
</tr>
<tr>
<td>XXII</td>
<td>LONGEVITY</td>
<td>24</td>
</tr>
<tr>
<td>XXIII</td>
<td>WORKER'S COMPENSATION</td>
<td>24</td>
</tr>
<tr>
<td>XXIV</td>
<td>PROMOTIONAL VACANCIES</td>
<td>25</td>
</tr>
<tr>
<td>XXV</td>
<td>LAY OFFS</td>
<td>26</td>
</tr>
<tr>
<td>XXVI</td>
<td>JOB CLASSIFICATION</td>
<td>27</td>
</tr>
</tbody>
</table>
OUT OF TITLE WORK
NEGOTIATION OF A NEW CONTRACT
DECLARATION OF NON-DISCRIMINATION
PERSONNEL FILES
MANAGEMENT RIGHTS
LEAVE FOR UNION BUSINESS
PRESCRIPTION SAFETY GLASSES
STANDBY, OVERTIME AND TARDINESS
SAFETY SHOES
WORK ASSIGNMENTS
MECHANIC'S TOOLS AND KEY REGISTRY
CONFLICTS, RULES, REGULATIONS OR PRACTICES
RESIDENCY
LEGISLATIVE REVIEW
SAVINGS CLAUSE
IN WITNESS WHEREOF...

SCHEDULE "A" SENIORITY SCHEDULE
STIPULATION OF AGREEMENT (TREE TRIMMING)
AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2003, between the VILLAGE OF LANCASTER, a municipal corporation, existing under and by virtue of the laws of the State of New York, hereinafter designated as the EMPLOYER, and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL #1000, AFSCME, AFL-CIO, LANCASTER VILLAGE UNIT, LOCAL #815, a membership corporation, hereinafter designated as the EMPLOYEE ORGANIZATION.

WITNESSETH

WHEREAS, the parties hereto, pursuant to the Public Employees Fair Employment Act of 1967, and any subsequent amendments to same, have bargained concerning recognition of the EMPLOYEE ORGANIZATION and renumeration and other terms and conditions of employment of the members of the EMPLOYEE ORGANIZATION, and

WHEREAS, THE EMPLOYEE ORGANIZATION has submitted satisfactory proof and authorization to represent the employees in this matter, and

WHEREAS, the EMPLOYEE ORGANIZATION has affirmed that it does not assert the right to strike against any government or to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike or to impose an obligation to conduct, assist or participate in such a strike, and

WHEREAS, EMPLOYEES shall endeavor to cooperate in providing services to the public in a conscientious and professional manner, and

WHEREAS, the EMPLOYER shall not lockout any or all of the employees represented by this bargaining unit, NOW, THEREFORE, in consideration of the covenants, agreement, understanding and authority vested in the parties, it is hereby mutually agreed as follows:
ARTICLE I
BARGAINING AGENT

The EMPLOYER hereby recognizes the Civil Service Employees Association, Inc., Local #1000, AFSCME, AFL-CIO, Lancaster Village Unit, Local #815, as the sole and exclusive bargaining agent and Employee Organization on behalf of all the employees of the Department of Public Works of the Village of Lancaster for the maximum period of time allowed by law, which time shall not exceed the terms of this agreement.

The terms of this agreement shall not be applied to the Superintendent of Public Works, the Deputy Superintendent of Public Works, Principal Engineer, Engineering Assistant, General Crew Chief, Acting Crew Chief, Department of Public Works Clerk, Part-time employees or added part-time summer employees.

ARTICLE II
TERM OF AGREEMENT

This agreement shall become effective on June 1, 2003 and shall expire on May 31, 2008, and will continue in effect until a new agreement is reached.

ARTICLE III
DUES CHECKOFF AND PAYROLL DEDUCTIONS

The Employer shall deduct and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210 or its designated agent, on a biweekly basis, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization cards permitting such deductions(s). The Employer agrees to deduct and remit such monies exclusively for the CSEA.
Furthermore, CSEA having been recognized or certified as the exclusive representative for all employees included in the collective bargaining unit as set forth in Article I 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 established and levied by CSEA for employees who are members. The fiscal or dispersing officer shall deduct and transmit such monies to the CSEA in the form and manner that he or she is required to transmit the dues and other deductions paid by employees who are members. All agency fees shall be sent to CSEA at the address set forth in paragraph 1 of this article on a biweekly basis. The agency fee deduction shall be accompanied by a list indicating the name and address of those employees who are not members of CSEA.

If through inadvertence or error, the employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Employer 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 other than that constituting actual deductions made from employee wages earned.

ARTICLE IV

SALARIES

The classifications and the hourly rate for employees shall be as follows:
EFFECTIVE:  6/1/03  6/1/04  6/1/05  6/1/06  6/1/07
EQUIPMENT OPERATOR   19.96  20.56  21.16  21.79  22.44
MECHANIC I            20.62  21.22  21.82  22.45  23.10
MECHANIC II           20.21  20.81  21.41  22.04  22.69
HEAVY EQUIPMENT OPERATOR 20.21  20.81  21.41  22.04  22.69
HEAVY EQUIPMENT OPERATOR - WATER  20.21  20.81  21.41  22.04  22.69
HEAVY EQUIPMENT OPERATOR - SEWER  20.21  20.81  21.41  22.04  22.69

ARTICLE V

WORK WEEK AND OVERTIME

The ordinary work week shall be forty (40) hours per week. The normal work day shall commence at 7:30 a.m. and terminate at 4:00 p.m., Monday through Friday, both inclusive, of each and every week with one half (1/2) hour off for lunch. Employees shall be paid at time and one half (1 1/2), i.e. one and one half (1 1/2) of their regular hourly rates, after eight (8) hours per day in an ordinary work week, regardless of any authorized leave during the period.

In the event that an employee is called out to work in an emergency between the hours of 4:00 p.m. and 7:30 a.m. on Monday through Friday or at any time on Saturday or Sunday, he shall be paid at the rates set forth above. In such event, the employee called out to work shall receive a minimum of three (3) hours pay
at the time and one half (1 1/2) their regular rate of pay, as computed for that respective classification, in Article IV of this agreement. Under this provision, employees shall be available for all work assignments during this minimum time period. Failure to do so will result in compensation only for actual time worked. This minimum "call out" provision does not apply to work begun during regular working hours and extending beyond quitting time.

Employees who are called out for work in an emergency or overtime situation who fail to report to work because of second front jobs or other insufficient reasons shall be subject to disciplinary action.

In the event that a state of emergency is declared by the Mayor of the Village of Lancaster, or his designee in the absence of the Mayor, the following provisions shall exist:

1. All scheduled leaves shall be canceled by the Superintendent of Public Works or in his absence, the Mayor.

2. Any employee unable to work claiming illness as a reason may be required to produce documented proof to the Superintendent of Public Works or the Mayor in the absence of the Superintendent, that an illness, in fact, existed which precluded him from reporting as required. Said slip shall be submitted within five (5) working days of the employee's return to work.

3. The Village of Lancaster agrees to provide employees with transportation to and from their work site if necessary.

New employees shall serve a four (4) month probationary period. Their basic hourly wage shall be one dollar ($1.00) per hour less than the current rate for the job classification for which they are hired.
A new employee who has satisfactorily served a four (4) month probationary period and has been recommended for permanent employment by the Superintendent of Public Works or the Mayor in the absence of the Superintendent shall be considered to be a full time employee and shall be entitled to all fringe benefits included in this Agreement.

No employee shall apply for, nor receive, compensation for overtime unless the overtime services rendered by said employee were authorized by the Superintendent of Public Works, Village of Lancaster Police Department under emergency circumstances and/or a party acting on behalf of the above-named individuals and authorized by said individuals to require or request an employee to perform overtime services. All paid or authorized leave, including holidays, shall be considered time worked for the computation of overtime.

When traveling as a Village Agent during off hours, for conferences, school, Village Business, etc., the Village will reimburse all expenses incurred. Payment will be in accordance with current Village policy regarding such expenses as travel, meals, tolls, etc.

ARTICLE VI
MEAL ALLOWANCE

All employees shall be entitled to a meal allowance of five dollars ($5.00) for each four (4) hours worked on an overtime basis. Said allowance shall be in addition to any other compensation which the employee may receive. The above-mentioned meal allowance shall be paid to qualified employees in their paycheck for the pay period in which emergency services are performed.
ARTICLE VII
VACATION

During the term of this agreement, full time employees are entitled to vacations according to the following schedule:

- one (1) week
- two (2) weeks
- three (3) weeks
- four (4) weeks
- five (5) weeks
- one (1) additional day per year

Requests for vacations shall be submitted to the Superintendent of the Department of Public Works for approval. All vacations shall be taken at a time convenient for the Department. The number of employees absent on vacation at one time will be limited by the Superintendent of Public Works. No vacation will accumulate while an employee is absent without pay, unless he is absent due to occupational injury or disease. All vacations must be taken during the fiscal year, i.e. June 1 to May 31, and may not be carried over into the following year without special permission from the Board of Trustees upon the recommendation of the Superintendent of Public Works.

Any employee requesting vacation in excess of two (2) continuous weeks shall submit a written request to the designated supervisor at least four (4) calendar months prior to commencement of said vacation.

All vacations up to two (2) continuous weeks will be requested a minimum of thirty (30) calendar days prior to commencement of said vacation.
In conjunction with this provision, the Superintendent of Public Works or the Mayor in the absence of the Superintendent will consider waiving these conditions in the event of an emergency or unusual circumstance beyond any employee's control.

In the event that an employee should die or leave the employment of the Village during any year covered by this Agreement, the Village will reimburse the employee or his estate a dollar ($) amount equal to the amount of days they have accrued for vacation. This provision shall not apply if the employee leaves the employment of the Village as the result of a just cause disciplinary termination.

Up to two (2) weeks of vacation will be allowed in day intervals. A week of vacation is defined as five (5) days. To clarify seniority rights for vacation, all vacations shall be figured from the anniversary date of employment, i.e. an employee who is hired on 9/1/75 is entitled to one (1) week's vacation on 9/1/76.

Insofar as practicable, scheduling of vacations shall be determined by the Superintendent of Public Works, or his representative, according to seniority.

Thirty (30) days after the Superintendent approves a vacation request, no employee, regardless of seniority, may bump the approved vacation.

ARTICLE VIII
LEGAL HOLIDAYS

The following legal holidays are observed by the Village of Lancaster and all full time employees will be paid one (1) full day's pay for these dates, it being understood that regular employees who for any reason are required to work on these holidays will receive a full day's pay in addition to their regular pay at time and one half (1 1/2) for the hours actually worked.
If the employees mentioned above work any of the following holidays: Christmas, New Year’s Day, Easter Sunday or Thanksgiving Day, they will receive a full day’s pay in addition to two times (2x) their regular pay for all hours actually worked.

In the event that a legal holiday falls within a vacation period, the legal holiday shall not be considered as vacation time.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW YEAR’S DAY</td>
<td>January 1</td>
</tr>
<tr>
<td>MARTIN LUTHER KING DAY</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>WASHINGTON’S BIRTHDAY</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>GOOD FRIDAY</td>
<td>all day</td>
</tr>
<tr>
<td>MEMORIAL DAY</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>INDEPENDENCE DAY</td>
<td>July 4th</td>
</tr>
<tr>
<td>LABOR DAY</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>COLUMBUS DAY</td>
<td>Second Monday in October</td>
</tr>
<tr>
<td>ELECTION DAY</td>
<td>First Tuesday after the</td>
</tr>
<tr>
<td></td>
<td>first Monday in November</td>
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<tr>
<td></td>
<td>November 11</td>
</tr>
<tr>
<td>VETERAN’S DAY</td>
<td>Fourth Monday in November</td>
</tr>
<tr>
<td>THANKSGIVING DAY</td>
<td>Fourth Friday in November</td>
</tr>
<tr>
<td>DAY AFTER THANKSGIVING</td>
<td>December 25</td>
</tr>
<tr>
<td>CHRISTMAS DAY</td>
<td>December 25</td>
</tr>
</tbody>
</table>

No holiday pay will be allowed unless the employee has worked a full shift on the day previous to and the day after the holiday, except when an employee is on authorized leave or is absent because of vacation, sick leave or disability due to injury occurring on the job.

If a holiday falls on a Saturday, each employee will receive regular pay for that holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday with each employee receiving appropriate pay.

**ARTICLE IX**

**PERSONAL LEAVE**

Full time employees shall receive four (4) personal leave days per year. A request for a personal leave day shall be submitted to and approved by the Superintendent of Public Works by or before
the end of the regular working day immediately preceding the day for which the employee has requested personal leave.

However, in cases of emergency, the employee shall, as soon as possible, call the Superintendent of Public Works, or if he is not available, a designated supervisor, to inform the Superintendent or Supervisor of his intent to take a personal leave day. Unless abused by the employee, the Superintendent or his designee will not withhold approval.

ARTICLE X
SICK LEAVE

Each full time employee covered under this Agreement will be granted sick leave with pay for a total of fifteen (15) working day per year. Any absence from duty on account of sickness, exceeding three (3) days, must be reported to the Personnel Committee by the Superintendent of Public Works. If an employee is absent more than three (3) consecutive days, claiming sickness as the reason for absence, he must produce a doctor's certificate to this effect, before he will be compensated for the time off or be allowed to return to work.

Any public work employee who is unable to report for work because of an emergency illness in his immediate family shall be allowed to charge three (3) work days for each occurrence against his unused sick leave.

Each employee shall be entitled to accumulate sick leave from year to year but in no event shall sick leave become accumulated to a total of more than one hundred eighty (180) days.
ARTICLE XI

LEAVE OF ABSENCE WITH PAY

Leave of absence, with pay, not to exceed three (3) days, will be granted by the Superintendent of Public Works to an employee in the event of death occurring in the employee's immediate family. For the purpose of this rule, "immediate family" shall include: Brother, Sister, Spouse, Child, Father, Mother, Grandparents, Grandchildren, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, or any other relative who resides with the employee permanently and is an actual member of the household.

Leave of absence, with pay, not to exceed one (1) working day will be granted to an employee to attend funeral services or memorial services for a Sister-in-law or Brother-in-law, Niece or Nephew.

On proof of the necessity of jury duty, leave of absence shall be granted with regular pay minus jury duty salary, to all full time employees.

Employees shall be allowed time off with pay to take Civil Service Examinations in connection with their positions.

Failure of an employee to report for work without having previously notified the General Crew Chief or other supervisory personnel of his intention to be absent for either a whole day or a part of a day shall be considered unauthorized leave of absence and pay shall not be extended for such period. Repeated, unauthorized leaves of absence shall be cause for disciplinary action. After ten (10) consecutive days of unauthorized leave, it shall be deemed that the employee has voluntarily quit, and he or she shall be treated accordingly, with cessation of all rights, benefits, etc., accorded to employees under this contract.

The provisions of this paragraph shall be waived in the case of an emergency which would prevent an employee from notifying the employer.
The use of alcoholic beverages or illegal drugs during work hours is prohibited under any circumstances. In addition, employees covered under the Federal Highway Administration guidelines shall be subjected to alcohol and/or drug testing as required under said guidelines.

ARTICLE XII

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence for up to one (1) year for personal reasons, excluding accepting other employment, and for two (2) years beyond the period of paid sick leave to recuperate from an illness, may be granted to any employee.

All requests for extensions of a leave beyond the limits established herein shall be requested by the affected employee, in writing, in the manner of notification indicated below.

Leave contained in this section may be extended for up to one (1) year upon approval of the Mayor or his designee. Any employee on leave will be required to notify the Village of his intention to return to work at least one (1) month prior to the expiration of the leave.

If the Village does not receive timely notice, the Village shall send a letter of inquiry to the employee's last known address. Failure to notify the Village within two (2) weeks after receipt of such inquiry shall constitute a resignation.

An employee returning to work after such leave shall be returned to the job classification he held at the beginning of his leave, seniority permitting, and shall be paid at the hourly rate of the classification assigned. In addition, any eligible leave credits which the employee had accrued prior to this time shall be restored upon his return.
When an employee has been absent from Village service on a leave of absence without pay for twenty (20) consecutive working days or longer, the employee shall not be credited with the period of employment for the purpose of vacation and sick leave benefit entitlement.

**ARTICLE XIII**

**COFFEE BREAKS**

Coffee breaks are recognized as desirable. No coffee break, however, shall be taken before 9:30 a.m. or 2:00 p.m. during regular working hours and all coffee breaks shall be limited to ten (10) minutes and shall be in accordance with the rules of the Department of Public Works. Breaks shall be taken at the coffee shop nearest to the work location. Coffee break time in excess of ten (10) minutes in the morning and ten (10) minutes in the afternoon during the regular working day shall be considered unauthorized leave of absence and shall be grounds for disciplinary action.

**ARTICLE XIV**

**REQUEST FOR INFORMATION**

Any employee may file a written request with the Superintendent of the Department of Public Works requiring that he be informed of the number of sick, personal leave and/or vacation days that he has outstanding at the time of said request. The Superintendent of the Department of Public Works will then furnish to the employee, within a twenty-four hour (24) period a written record of the number of sick, personal and/or vacation leave days that the employee has used and that the employee has outstanding during the fiscal year for which said request is made.
ARTICLE XV

GRIEVANCE

Any grievance arising out of a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement or any Village policy or rule shall be processed in the following manner:

Step 1 The employee and/or the union shall submit the grievance orally to the employee’s immediate supervisor and the employee’s union representative within ten (10) working days from the date of the alleged occurrence or knowledge thereof from which the grievance arose.

Step 2 If a satisfactory settlement or disposition is not made within five (5) working days from the date of the submission of the grievance to the employee’s immediate supervisor, the employee and/or the union representative will have five (5) working days to submit the grievance in writing to the Superintendent of Public Works or his/her designee.

Step 3 The Superintendent of Public Works or his/her designee shall schedule an informal hearing within ten (10) working days of receipt of the grievance. Within ten (10) working days following the date of the informal hearing, the Superintendent of Public Works or his/her designee shall render a decision in writing to the employee and the union representative.

Step 4 If the employee still feels that their complaint has been unjustly handled, the employee should refer the grievance to the Employee’s Grievance Committee, the members of which are authorized to carry such grievance directly to the Village Board of Trustees through the Personnel Committee.
The Employee’s Grievance Committee shall within ten (10) working days of the employee and union representative’s receipt of the Superintendent of Public Works Step 3 decision appeal the decision to the Village Board by submitting an appeal in writing to the Chairman of the Personnel Committee.

**Step 5** The Village Board will schedule an informal hearing with the employee, Employee’s Grievance Committee and the union representative within ten (10) working days of the Chairman of the Personnel Committee’s receipt of the grievance.

Within ten (10) working days following the date of the informal hearing, the Village Board shall provide a decision in writing to the employee, Employee’s Grievance Committee and union representative.

If the Union is not satisfied with the decision of the Village Board, the Union within ten (10) working days of its receipt of the Village Board’s decision will notify the Mayor of the Union’s intent to submit the grievance to final and binding arbitration. Only CSEA may submit the grievance to final and binding arbitration.

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 employee and/or union to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the Village to answer within the time limit set forth will entitle the employee or Union to proceed to the next step of the grievance procedure.

The parties agree that when a complaint is moved to the point of arbitration, the parties shall then utilize the New York State Public Employment Relations Board (PERB) to resolve the complaint. Any costs incurred in the arbitration of the complaint shall be
borne equally between the parties and the decisions rendered shall be final and binding on the parties and the affected employee. Any arbitration cannot change the written terms of the Employee Contract then in force between the parties or the personnel regulations then in force between the parties.

The parties may also select an arbitrator by mutual agreement.

**ARTICLE XVI**

**DISCIPLINE AND DISCHARGE**

**Section 1:** An employee covered under the terms of this agreement shall not be disciplined or discharged except for incompetency or misconduct while performing his duties. Any employee who is disciplined or discharged shall have the right to seek review of the discipline or discharge matter as well as redress from the imposition of a penalty proposed by the Employer, by initiating an appeal in accordance with the procedure contained in this article. The employee shall be entitled to representation by CSEA or an attorney at his own expense at each step of the procedure contained in this article.

**Section 2:** In any instance in which a representative of the employer seeks to discipline or discharge an employee, a written notice of discipline or discharge shall be served immediately upon the employee. The notice of discipline or discharge shall contain the reasons for the proposed discipline or discharge action including a description stating the alleged acts and conduct and the dates, times and places such acts and conduct occurred as well as the penalty sought by the employer. A copy of the notice shall be served upon the Unit President or his designee within forty-eight (48) hours of the notice being served on the affected employee. The penalty or punishment sought by the employer may only consist of a written reprimand, suspension without pay for up to thirty (30) days, a fine not to exceed $100, reduction in grade or dismissal from service; provided, however, that the time during which an employee was suspended without pay shall be considered as
a part of the penalty. An employee may only be suspended for a maximum period of thirty (30) days. An employee suspended without pay shall be allowed to waive all steps of the procedure prior to arbitration and proceed directly to final and binding arbitration. The employer may only suspend an employee if the employee's continual presence on the job represents potential danger to persons or property or would severely interfere with the operations of the Department of Public Works of the Village of Lancaster. An employee shall not be disciplined or discharged for acts which occurred more than three (3) years prior to the notice of discipline or discharge.

Section 3: Procedure
Any employee who receives a notice of discipline or discharge shall have ten (10) working days in which to file a written appeal in accordance with the procedure set forth herein. If the appeal is not filed within the specified period denoted above, the employer shall be allowed to impose the penalty it proposed in the notice of discipline or discharge. If an appeal is filed, however, the employer shall not be allowed to impose any penalty unless the matter is settled and a penalty is a part of that settlement or the penalty sought in the notice of discipline or discharge or a modification of such penalty is upheld by a disciplinary arbitrator. A written appeal shall be filed with the Chairperson of the Personnel Committee of the Village.

STEP 1: If a written appeal is filed, the Chairperson of the Personnel Committee shall schedule a hearing before the Personnel Committee within five (5) working days of the date of receipt of the written appeal. The Chairperson of the aforementioned committee shall inform the affected employee and his or her Union Representative, in writing, of the time and place the hearing is to held. The employee and/or his or her union representative shall be allowed to present any and all written information and oral argument concerning the proposed discipline matter. Within five (5) days following the close of the hearing
the Chairperson of the Committee shall send the written decision of the Personnel committee to the employee and his or her union representative.

STEP 2: If the employee is not satisfied with the decision of the Personnel Committee he or his union representative may request arbitration within five (5) working days from the date of receipt of the decision by notifying the Public Employment Relations Board (PERB). A copy of the notice shall be sent to the Chairperson of the Personnel Committee. The parties shall, then, be bound by the rules of procedure of the PERB in the selection of an arbitrator. The arbitrator selected by the parties shall hear the matter promptly and shall render a decision within two (2) calendar weeks of the close of the hearing, or within two (2) calendar weeks from the date the post-hearing briefs are submitted to the arbitrator. The decision of the arbitrator shall be final and binding on the parties. All fees and expenses of the arbitrator shall be shared equally by the employer and the union.

Section 4: Duties of the Arbitrator in a Discipline or Discharge Matter

The duty of the arbitrator shall be to determine the guilt or innocence of an employee and the appropriateness of the proposed penalty. In any case of suspension without pay, the arbitrator shall have the right to resolve a threshold question of the probable cause for suspension as well as to order reinstatement with back pay for the period that the employee is off the payroll and return all rights, privileges and benefits which the employee enjoyed prior to suspension. All awards of back pay shall be limited to the amount of wages the employee would have earned from his or her employment with the employer had he or she been employed by the employer during the period of suspension. If the arbitrator finds that the proposed penalty is inappropriate he or she may devise a new remedy but shall not, under any circumstances increase the penalty sought by the employer.
Section 5: Waiver of Section 75
In consideration of the procedure contained in this Article, Section 75 of the Civil Service Law is hereby waived. All discipline and discharge matters shall be, hereafter, adjudicated and resolved in accordance with the provisions set forth in this Article.

ARTICLE XVII
USE OF PUBLIC WORKS BUILDING
Employees called for work after regular hours or whose cars are disabled and need temporary inside shelter, will be permitted to park their cars in the Department of Public Works Building under the following conditions:

a. Cars shall not be parked until vacant space is available.
b. Cars shall be unlocked and ignition keys shall be left in the switch.
c. Cars shall be parked in such a manner that they do not interfere with the free movement of trucks or equipment inside the garage.
d. If it becomes necessary to change location of a car, or to remove a car from the building during the owner’s absence, no liability will be incurred by any person or by the Village of Lancaster or by anyone except the owner of the car, for any damage or personal injury caused by such removal.
e. The Village of Lancaster shall be held harmless from any claims for damage, personal or otherwise, resulting from the use of this building for the parking of private automobiles.

ARTICLE XVIII
BULLETIN BOARDS
It is agreed that a bulletin board shall be furnished by the Employer for use by the Civil Service Employees Association in the Department of Public Works Building.
ARTICLE XIX
WORK CLOTHING

Each employee shall be paid $250.00 as a work clothing allowance, each fiscal year, which sum will include the purchase, care, maintenance, cleaning and laundering, which will be paid to the employee in a separate check, in the first pay period after June 1, each year.

Each employee is required to maintain the work clothing in a satisfactory manner as prescribed by the Superintendent and to be responsible for laundry and repair of the clothes.
ARTICLE XX
MEDICAL COVERAGE

During the term of this Agreement, the Village agrees to pay one hundred per cent (100%) of the cost of the following health care plans:

1) **Univera Healthcare**, Choice Care Preferred Plan including the following riders:
   - 3/15/35 Three Tier Co-pay Prescription Drug
   - UDC-23 (Unmarried Dependent Children Coverage to Age 23 if Full Time Student)
   - $0 Inpatient Hospital Copay

2) **Independent Health, Encompass**
   - B1 (Silver II) including the following riders:
     - 3/15/35 Three Tier Co-pay Prescription Drug with Birth Control Full Time Student to Age 23

3) **Community Blue**
   - B2 2 Tier CB $10/10 AD $0/20, $5/15
   - Ded OON $250/Inp $0 OPM $2000/$4000

   Community Blue Riders
   - CO 2 Tier Dep/Stud ages 19/25

   Community Blue Rx Drug Riders
   - 3/15/35 Three Tier Co-Pay Prescription Drug with Contraceptives

*Employees hired after May 31, 2006 can select any one of the above listed health care plans. The employee will be required to pay 10% of the cost of the monthly premium for the plan by the employee through bi-weekly payroll deductions.*
Employees will continue to have the option of choosing the Blue Cross and Blue Shield Traditional Plan including the following riders:

**Hospital Contract**
- Standard Hospital 42/43

**Medical Contract**
- Select Contract 60/61

**Hospital Riders**
- R45-Hospital Cosmetic Surgery
- R46-PreCare Plus
- R47-Hospital Waiver of Waiting

**Medical Riders**
- R4-Outpatient Emergency Care
- R21-Psychiatric Care
- R22-Ambulatory Care
- R45-Medical Cosmetic Surgery
- R47-Medical Waiver of Waiting

**Prescription Drug Riders**
- Rx Rider Three Tier $7/15/35 Co-Pay

**Major Medical Riders**
- BCMM-7 Rider FG 250 Deductible

Employees choosing the option of continuing coverage under the Blue Cross and Blue Shield Traditional Plan will be responsible to pay the difference in cost between the most expensive of the plans listed above and the cost of the Blue Cross and Blue Shield Traditional Plan.

If the Blue Cross and Blue Shield Traditional Plan is less expensive than the plans listed above then employee payment will not be required.

Any employee who refuses medical coverage from the Village will receive a check for 50% of the cost of the highest premium of Community Blue, Independent Health or Health Care Plan (either single or family coverage, as the situation determines). The check will be issued in the first pay period of June after the year the employee refuses coverage. The payment will be based on the cost of the premiums which are in effect on June 1st of the year in which the employee refuses the coverage. Any employee who quits, retires or dies during any year will receive a prorated check, in the first payroll period after he leaves Village service. This provision shall not apply if the employee leaves the employment of the Village as the result of a just cause disciplinary termination.
The Village will continue to provide the same health insurance coverage as provided for employees, family coverage where there are dependents or single coverage where there are no dependents, for employees who retire under the New York State Retirement System with at least fifteen (15) years of service and who are at least 55 years of age at the time of retirement. Coverage ceases upon the employee becoming eligible for Medicare coverage.

**ARTICLE XXI**

**RETIREMENT**

During the term of this agreement, the employer agrees to provide and maintain a non-contributory retirement plan for each employee as set forth in Section 75 I of the New York State Retirement Law and commonly known as a 20-year Retirement Plan at age fifty five (55).

During the term of this agreement, the employer will also provide to each employee a rider to be attached to and become a part of this Retirement Plan as set forth in Section 41-J of the New York State Retirement Law to provide that the employee shall receive credit, in regard to his retirement, for unused sick leave which said employee may have accumulated at the date of his retirement.

The employer agrees to provide and maintain for each employee a non-contributory guaranteed ordinary death benefit as determined by law. Said guaranteed ordinary death benefit is to be funded through and provided by the New York State Employee's Retirement System.
ARTICLE XXII
LONGEVITY

The employer shall provide a longevity payment to each employee covered under this Agreement on the next pay day after the anniversary date by separate check in accordance with the years of service accrued by each employee and the schedules set forth below:

YEARS OF SERVICE

Ten (10) - Fourteen (14) $350
Fifteen (15) - Nineteen (19) $400
Twenty (20) - Twenty-Four (24) $450
Twenty-Five (25) $550

ARTICLE XXIII
WORKER'S COMPENSATION

The Village shall provide coverage for employees covered under this Agreement under the Workers' Compensation Law of New York State.

An employee covered under this Agreement who is unable to perform the duties of his or her employment due to an injury sustained in the course of his employment covered under the Workers' Compensation Law shall receive his regular pay and benefits, excluding vacation pay, for a period of the disability, not to exceed one (1) year from the date of the injuries received in the service of the Village. If the disability exceeds one (1) year, the employee may use accumulated sick leave and vacation credits prior to going on Workers' Compensation. Any monies covering such period which are awarded to the employee under Workers' Compensation or Social Security Disability while the employee is receiving regular salary and benefits shall be tendered to the Village.
Upon termination of Worker's Compensation benefits, the employer shall cease such payments and benefits until the employee returns to work.

The Village will provide the employee's disability pay equal to New York State Disability immediately upon going on New York State Disability. The employee will reimburse the Village the advance made.

**ARTICLE XXIV**

**PROMOTIONAL VACANCIES**

The employer shall fill promotional vacancies occurring in the table of organization attached hereto and marked SCHEDULE A with first consideration given to seniority. Such promotional job vacancies shall be posted fifteen (15) calendar days prior to the appointment.

It is further agreed that if a vacancy occurs in any particular category classification that those employees in the Village of Lancaster Department of Public Works in a different category classification who are then qualified to perform a job which has become vacant shall be given the first opportunity to fill said vacancy with the interested and qualified employee who has the greatest seniority, pursuant to Schedule A attached hereto, receiving the first opportunity to fill the vacancy in question.

Seniority shall be based on the date of hire for all employees with the following exception; for those employees previously hired by the Village of Lancaster under the C.E.T.A. Program and who worked continuously until their hire as "regular employee", the following shall apply:
1) All benefits based on date of hire shall be calculated using C.E.T.A. employment credit.

2) Filling of promotional vacancies shall be based on the date of hire as a "regular employee."

Should a vacancy occur in a particular category in the Seniority Schedule, it is agreed that those employees in the particular category listed below the vacancy created shall move one step up in the particular category in the Seniority Schedule in which the vacancy occurred, and any new appointments to the particular category classifications shall commence at the foot of the particular category in which the vacancy occurred.

In regard to any promotions or notices of examinations to be given to facilitate promotions, the employer will post on a bulletin Board located in the Department of Public Works Building, a notice of examination or promotion sufficiently in advance of said promotion or examination so that any interested and qualified employee may take advantage of such information.

ARTICLE XXV
LAY OFFS

As further clarification of the rights guaranteed to each employee under this agreement, it is agreed between the parties that if the employer should find it necessary to lay off any employee within a particular category classification that said employer will first lay off any temporary, seasonal or probationary employee within that particular category classification and will then lay off the last permanent employee hired in the category in which the lay off is to take place. Further, if the employer finds it necessary to lay off any additional employees within a particular category classification, that he will do so in an inverse order, beginning with the man with the least seniority within that particular category classification as set forth in the table of organization which is attached hereto and marked Schedule A.
Further, when an employee is laid off, he shall be permitted to exercise his seniority rights and bump (replace an employee of less seniority) any employee in a lower category classification to the extent that such an employee is qualified to perform his duties of the individual whom he wishes to replace. Provided, however, that any such right to bump an employee in a lower category classification must be exercised by the employee within ten (10) days of receipt of a lay off notice from the employer, by serving upon the employer a written notice of the employee's intention to exercise such a right.

Notice of lay off shall be provided by the employer to the employee to be laid off, in writing, at least fifteen (15) days prior to the lay off date contained in the notice. An employee who is laid off by the Village shall retain his recall rights to a position or positions he held while employed by the Village for a period of four (4) years. Recall of an employee to a position shall be in the inverse order of lay off with the most senior employee who held the position being recalled first. The employer shall notify the employee(s) of his recall by registered mail, return receipt requested, at the employee's last known address on record with the Village. Such recall notifications must be acknowledged by the employee(s) within seven (7) working days of receipt or he shall be deemed to be a voluntary quit.

ARTICLE XXVI

JOB CLASSIFICATIONS

As a further clarification of the contents of this agreement, it is agreed by the parties hereto that men who operate sidewalk plows and tractors shall be considered Motor Equipment Operators, provided that the term "tractor" as used in this agreement shall mean a tractor type vehicle with a minimum gross weight of fifteen hundred (1,500) pounds.
An employee who operates an air hammer shall be considered a Laborer and not a Motor Equipment Operator. Further, it is agreed that the operation of "pick up" trucks shall not change the rate of compensation received by an employee despite the job classification and such operation shall not be deemed as performing the duties of an Equipment Operator.

Those employees who operate the back of the Paver or work above ground in trees are to be considered Motor Equipment Operators.

Employees who operate a Backhoe, Grader, Paver, Roller, Bulldozer, Tractor Shovel (with or without Snowblower) or the Vacuum Sweeper, Bucket Truck Bucket or Snow Plow Truck shall be considered Heavy Equipment Operators and paid in accordance with the hourly rate as established in Article IV of this agreement.

The rates to be paid for the above work shall be in accordance with the out-of-title provisions in Article XXVII.

ARTICLE XXVII
OUT OF TITLE WORK

Each employee shall be compensated, when working out of title in a higher paying job, at the rate that particular job prescribes upon completion of the first hour of actual work in the higher paying job.

ARTICLE XXVIII
NEGOTIATION OF A NEW CONTRACT

The parties agree that the negotiations for the renewal of all aspects of this agreement shall commence on or about December 1, 2007.
ARTICLE XXIX

DECLARATION OF NON-DISCRIMINATION

The parties to this Agreement agree that there will be no discrimination with respect to the race, color, creed, sex or political persuasion of any employee; that all employees covered by this agreement shall receive the full protection of the provisions herein, and that all employment promotion, upgrading, demotion and termination shall be accomplished without persuasion.

ARTICLE XXX

PERSONNEL FILES

No material related to an employee's conduct or performance shall be placed in the employee's personnel file without presenting it to the employee. The employee shall be allowed to comment on any such material.

An employee shall have the opportunity to review his personnel file in the presence of an appropriate Village official and another person of his choice upon one (1) day's notice to the Village.

ARTICLE XXXI

MANAGEMENT RIGHTS

The Village possesses the sole right to conduct its business and to carry out its obligations and that all management rights repose in it, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law and shall be exercised consistently with the other provisions of this agreement. These rights include but are not limited to the following: To determine the mission and policies of the Village.
to determine the facilities, methods, means and number of personnel, to introduce new or improved methods or facilities, to discipline or discharge employees, to direct the work of employees, to hire, transfer, promote and assign employees, to make rules, regulations and policies concerning personnel, procedures and practices.

The Village agrees in the application of this provision to not act in a capricious and/or unreasonable manner.

ARTICLE XXXII

LEAVE FOR UNION BUSINESS

The employer agrees to permit an authorized representative of the bargaining unit to be excused from work for the following number of days per year upon the effective date of this agreement for union business. This leave will be provided without loss of pay or service credits.

The designated days are the total number for each year and not accumulated from year to year.

The individual designated to effect such leave must be identified to the Superintendent and reasonable notice of at least twenty-four (24) hours given before the effective date.

Total days provided for this purpose shall be five (5) days per year.

ARTICLE XXXIII

PRESCRIPTION SAFETY GLASSES

The Village will provide to its employees the CSEA Employee Benefit Fund Family Optical Plan, at no cost to the employees.
ARTICLE XXXIV
STANDBY, OVERTIME AND TARDINESS

1. STANDBY RIGHTS
   a) Mechanic Classification
      The Mechanics will maintain a voluntary overtime list as previously scheduled. The Superintendent or his designee will develop and furnish a schedule to the Lancaster Village Unit President. The Mechanic List will be voluntary for the purposes of standby.

2. OVERTIME ASSIGNMENTS
   a) Salt Schedules
      The Salt Crew's standby schedule will be developed by the Superintendent or his designee among the Drivers and Laborers who accepted the assignment. The schedule will initially be selected by seniority, and will rotate days by the number of drivers and laborers who accept. If replacements are required due to sickness, vacation or personal leave, the Department will canvass the employees to select a fill in. All other exchanges or additional weekend coverage will be determined by the "crew", with notification to the Department as soon as possible. Holidays will be selected on a voluntary basis. In the event there are no volunteers for an appropriate holiday, the Superintendent of Public Works or his/her designee shall make the crew assignment to the least senior employees within classification.

   b) Mechanics
      When required for "plowing", the three (3) Mechanics will be rotated for overtime assignments.
3. TARDINESS PROCEDURE

On occasion, an employee while at home or on his way to work, may experience a delay beyond his control where a phone call may not be timely or practicable. In this case, the lateness and its consequences will be excused; however:

a) The employee would be charged against his time to the next fifteen (15) minute period.
A tardy employee will be given a five (5) minute grace period for being tardy once every six (6) months.

ARTICLE XXXV

SAFETY SHOES

The employer shall provide an allowance of one hundred forty ($140) dollars per employee each year for the purchase of safety shoes selected by the employee. Each employee shall be allowed to purchase such shoes and the employer shall reimburse the employee the actual cost of the shoes up to a maximum of one hundred forty ($140) dollars per year for the purchase of safety shoes. Thereafter, on any day of each subsequent fiscal year of the employer, the employee shall be allowed to purchase a new pair of safety shoes and the employer shall pay the employee for the shoes purchased in accordance with the guidelines established herein. Said shoes shall be steel toed and ANSI approved. The sales receipt for said shoes shall be presented to the Department prior to reimbursement to the employee.

ARTICLE XXXVI

WORK ASSIGNMENTS

The Village shall offer any and all work that is available in titles covered under the bargaining unit which occurs before, during or after the regular work day of a full time employee to each full time employee covered under such bargaining unit prior to offering the work to part-time employees. Following the offer
and then, selection of all full time employees as provided herein, the Employer may assign part time employees to any remaining work assignments and such employees shall be allowed to complete the daily work assignment.

CSEA agrees that the Village of Lancaster shall be allowed to transfer/assign the work of bargaining unit employees within the Water Department to the Erie County Water Authority.

The Village of Lancaster agrees no bargaining unit positions will be eliminated, employee laid off, terminated or displaced, as a result of the transfer/assignment of bargaining unit work to the Erie County Water Authority.

The Village also agrees that all other work currently being performed by bargaining unit employees is exclusively CSEA bargaining unit work.

**ARTICLE XXXVII**

**MECHANIC'S TOOLS AND KEY REGISTRY**

The employer shall provide a fenced or other secured area for the tools of each mechanic to be stored.

Additionally, new locks will be installed and a key registry shall be maintained.

**ARTICLE XXXVIII**

**CONFLICTS, RULES, REGULATIONS OR PRACTICES**

This Agreement shall supersede conflicting rules, regulations or practices. Rules, regulations and established practices not specifically covered herein, shall continue in force and effect during the term of this agreement.
ARTICLE XXXIX
RESIDENCY

Each employee, after 20 years of employment with the Village, is no longer mandated to live in the Village, but must live within the Town of Lancaster.

ARTICLE XL
LEGISLATIVE REVIEW

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.

ARTICLE XLI
SAVINGS CLAUSE

If any section, sub-section, sentence, clause, phrase or portion of this agreement is for any reason, held to be invalid or unconstitutional by an court of competent jurisdiction or arbitrator, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials and representatives, the day and year first above written.

DATE ___________________   VILLAGE OF LANCASTER, NEW YORK

BY

William C. Cansdale, Jr., Mayor

CSEA, INC. LOCAL #1000, AFSCME, AFL-CIO, LANCASTER VILLAGE UNIT, LOCAL #815

BY

John Sergi, President
Lancaster Village Unit

BY

James F. Gleason, Jr.
Labor Relations Specialist
<table>
<thead>
<tr>
<th>NAME</th>
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<td><strong>MECHANICS I</strong></td>
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<tr>
<td>1. McGuire, Richard E.</td>
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<td>2. Tigani, Pasquale F.</td>
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<td>3. Dennis, Jr., Joseph E.</td>
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<td><strong>MECHANICS II</strong></td>
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<td><strong>MOTOR EQUIPMENT OPERATORS</strong></td>
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<td>1. Malone, Dennis P.</td>
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<td>2. Suchora, Eugene</td>
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<td>3. Kryman, Clifford R., Jr.</td>
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<td>5. Drummond, David R.</td>
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<td>6. Weber, Eric J.</td>
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<td>1. Ambrose, Gary J.</td>
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<td>1. Sergi, John T.</td>
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<td><strong>LABORERS</strong></td>
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<td>1. Ferris, Lawrence F.</td>
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<td>2. Hucul, John Jr.</td>
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<td>3. Gee, Mark J.</td>
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<td>4. Faulhaber, Roger G.</td>
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<td>5. Nemmer, Edward F.</td>
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<td>6. Murray, Donald A.</td>
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<td>10. Simme, Daniel</td>
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<td>11. Latello, Joseph</td>
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<td>12. Rath, Michael J.</td>
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STIPULATION OF AGREEMENT

This Agreement by and between the Village of Lancaster (hereinafter referred to as "Village") and the Civil Service Employees Association, Inc., Local #1000, AFSCME, AFL-CIO, Erie County Local #815, Lancaster Village Unit (hereinafter referred to as "CSEA").

WHEREAS, the parties have engaged in negotiations with respect to the subcontracting of bargaining unit work to non-bargaining unit employees,

WHEREAS, the parties acknowledge that the duties of tree trimming associated with the fire alarm system wires and equipment is exclusively bargaining unit work of CSEA,

WHEREAS, the parties desire to resolve this matter;

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, it is hereby agreed by and between the "Village" and "CSEA" that:

1) The "Village" will be permitted to assign tree trimming duties associated with the fire alarm system wiring and equipment to non-bargaining unit employees.

2) No bargaining unit employee will be displaced or laid off due to the assignment of bargaining unit work to non-bargaining unit employees.

3) If the "Village" finds it is necessary to lay off any bargaining unit employees, the "Village" will cease the assigning of tree trimming duties to non-bargaining unit employees and reassign these duties to bargaining unit employees.
4) This Agreement does not constitute a waiver by "CSEA" of its rights under the Civil Service Law Section 209-a.1(d) with respect to the exclusiveness of unit work.

Gary Ambrose                                          William Campbell
Village of Lancaster
Unit President

4-12-2000
Date

James F. Greason, Jr.
Labor Relations Specialist

4-12-2000
Date