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**Union:** Town of Aurora Unit 6780, CSEA, AFSCME, AFL-CIO

**Local:** Erie County Local 815, 1000

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AGREEMENT

by and between the

TOWN OF AURORA

and

CSEA, Local 1000 AFSCME, AFL-CIO

Since 1910

CSEA

New York's LEADING Union

Town of Aurora Unit #6780
Erie County Local 815

January 1, 2011 - December 31, 2013
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This Agreement made and entered into this first day of January 2011 through December 31, 2013 between the Town of Aurora, hereinafter called the “Town” and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter called the “CSEA”.

LEGISLATIVE REQUIREMENT

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

APPLICABLE LAW

This Agreement has been negotiated pursuant to the provision of the Public Employees Fair Employment Act and is governed by the provision of the Laws of the State of New York and non-conflicting local laws and ordinances of the Town.

ARTICLE 1

RECOGNITION

1.01 The CSEA is certified as the sole and exclusive representative and bargaining agent for the Highway and Parks Departments of the Town of Aurora pursuant to New York State Civil Service Law which included all full-time, regularly employed personnel in the job titles: Motor Equipment Operator, Truck Driver, Laborer, Working Crew Chief, Assistant Working Crew Chief, Park Maintenance Worker III, Building Maintenance Mechanic and Maintenance Worker. Excluded are employees in the job titles of Elected Officials, Department Heads, Appointed Officials, Seasonal, Part-time, Temporary, Management/Confidential Employees, and all other employees.

During the term of this Agreement, the Town will not negotiate with any other organization on behalf of the above employees.

ARTICLE 2

DUES DEDUCTION

2.01 CSEA shall have exclusive payroll deduction of membership dues for employees covered by this Agreement. Dues deductions shall be remitted by the Town to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

2.02 An employee wishing to withdraw membership from the CSEA shall notify the Town Supervisor’s office in writing at least seven (7) days prior to the effective date that his/her said union membership is to cease. The Town shall send a copy of any such written notice to the CSEA Unit President upon receipt of the same.
2.03 The CSEA shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken pursuant to the foregoing provisions of this article.

2.04 Agency Shop – CSEA, having been certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the earnings of employees of said bargaining unit who are not members of CSEA in an amount equivalent to the dues levied by CSEA. The Town shall make such deductions and transmit the same so deducted to CSEA, 143 Washington Avenue, Albany, New York 12210. These deductions will be accompanied by a list indicating the names of those employees who are being deducted the agency shop fee.

It is understood CSEA shall establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee’s pro rata share of expenditures by CSEA in and of activities or causes only incidentally related to terms and conditions of employment.

CSEA shall indemnify and hold harmless the Town and its officials or employees from any cause of action, claim, loss or damages incurred as a result of the Town’s deduction of an agency fee from any employee.

ARTICLE 3

RIGHTS OF MANAGEMENT

3.01 Except as expressly limited by specific provisions of this Agreement, the Town has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interest. Such management prerogative shall include, but not be limited to the following rights:

(a) To select, retain, hire, promote, transfer, assign, discharge, discipline or lay off employees, or discontinue their job positions;

(b) To maintain discipline and efficiency of employees;

(c) To direct, deploy and utilize the work force (assign employees to work in other departments than the department they are normally assigned to by job title);

(d) To determine schedules of work, change of work schedules, including overtime;

(e) To subcontract for performance of any of its services and increase, decrease or eliminate the scope thereof;
(f) To change existing or introduce new equipment;

(g) To establish from time to time work and/or safety rules and other regulations necessary to effect its management rights heretofore expressed, provided that such rules and regulations shall be reduced to writing, and published to employees and CSEA prior to the effective date of such regulations. The rules and regulations shall not be contrary to the specific provisions of this Collective Bargaining Agreement.

It is understood that the exercise or non-exercise of rights hereby retained by the Town shall not be deemed a waiver of any such right or prevent the Town from exercising such rights in any way in the future.

It is agreed that no conduct or action of the Town hereunder shall be inconsistent with any provisions of this Agreement.

3.02 New employees shall remain probationary, and shall not become regular full-time employees until after the completion of the established probationary period of twenty-six (26) weeks. Probationary employees may be disciplined or terminated at any time in the sole discretion of the Town without notice for any reason whatsoever, not subject to the grievance procedure. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the date of last hire.

3.03 Department Head shall be defined as the employee designated as Department Head by the Town Board or his/her designee.

3.04 It is understood the Town may supplement the work force with part-time, seasonal or temporary employees, and/or with the Highway Superintendent or Deputy Highway Superintendent.

ARTICLE 4

CSEA REPRESENTATION

4.01 The Town agrees to permit the president and/or his designee as CSEA representatives for the purpose of adjusting grievances or administering this or future agreements. Those representatives may be permitted reasonable time from their duties to fulfill these obligations. Prior approval will be requested from the Department Head where the employee will absent himself, and from the Department Head wherever the investigation will be done.

Labor Relations Specialists of the CSEA shall be allowed to visit employees on the job provided prior notification is given to the Department Head. Such visits will not unduly interrupt Town operations.
4.02 The Town shall provide pertinent information to the Union on all new hires and terminated employees in the Unit.

4.03 Prohibition Against Strikes – CSEA employees shall not engage in a strike, nor cause, instigate, encourage, or condone a strike or interfere with the operations of the Town such as work stoppages, sick outs, curtailment of work, or interruption of work of any kind.

The Union shall use every reasonable effort to have any of the foregoing prohibited practices terminated, including the prompt direction of its members to return to normal work.

Any employee doing the foregoing prohibited practices shall be subject to discipline through and including discharge.

ARTICLE 5
LEAVE OF ABSENCE

5.01 PERSONAL LEAVE

Employees shall be permitted three (3) days per calendar year to conduct personal business under the following conditions:

(a) Employees who have completed their employment probationary period shall be entitled to one (1) personal leave day within that calendar year. Following that employment year, they shall be entitled to three (3) per calendar year.

(b) Requests for personal leave must be submitted in writing to their Department Head as soon as possible, but at least two (2) work days prior to the requested time off.

The Department Head may waive the two (2) day requirement due to extenuating circumstances.

(c) An employee will not use personal leave in less than four (4) hour increments unless approved in advance by the Highway Superintendent.

5.02 BEREAVEMENT LEAVE

Employees will be granted bereavement leave due to the death of a husband, wife, daughter, son, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-children and step-parents. Such leave from work with pay shall be for three (3) consecutive workdays:
Employees will be granted the day of the funeral or memorial service off due to the death of a brother-in-law, sister-in-law, daughter-in-law or son-in-law:

Provided that:

(a) The employee attends the funeral or memorial service.

(b) The three (3) days referred to in paragraph one (1) above must include the day of the funeral or memorial service.

(c) Bereavement leave or the day off for the funeral shall not apply during periods when the employee involved is absent from work within the language of the Collective Bargaining Agreement.

(d) Bereavement leave or the day off for the funeral or memorial service shall not be extended by any provision of the Collective Bargaining Agreement.

5.03 HOLIDAYS

Employees shall be entitled to the following paid holidays:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

(a) In the event the Highway garage is used as a Polling Place on Election Day, the Highway employees will have that day off. This would not be considered a holiday.

(b) When any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. When any of the above holidays falls on a Sunday, the succeeding Monday shall be observed as the holiday.

(c) When an employee is required to work on one of the above holidays, they shall received time and one half (1 ½ ) for all hours worked during that holiday, plus eight (8) hours straight time holiday pay.

(d) Employees must work the full day before and after a holiday in order to be entitled to holiday pay. Vacation shall be considered time worked for the purpose of this Paragraph.
5.04 SICK LEAVE

Employees shall earn sick leave at the rate of one (1) day per full calendar month of completed work service.

Probationary employees shall not earn sick leave days.

Sick leave days may be accumulated for a total number of days not to exceed one hundred and eighty (180).

Sick leave may not be used in intervals of less than one (1) hour.

Sick leave shall not be used for any purpose other than legitimate illness. Employees shall contact the office of their Department by telephone at least one (1) hour prior to their scheduled starting time and report the reason for the absence.

The Department Head shall be required to maintain a record of all absences and shall have the responsibility to determine whether or not such lost time shall be paid for.

In the event an employee has exhausted all his/her accumulated sick leave and incurs a bonafide illness requiring absence from work, the Department Head may request an extension of paid sick days based on the following:

1. The extended sick days shall be paid back to the Town as the employee accumulates new sick days. In the event the employee leaves Town employment prior to paying back the extended sick days, the employee shall be responsible to pay the Town the amount owed.

2. The determination of the Department Head to request or not request an extension is not subject to the grievance procedure.

3. The approval of the extended sick leave rests solely with the Town Board

Upon termination of employment in any regard, all accumulated sick leave shall be cancelled.

Employees may be required to provide a physician’s statement setting forth the reasons for sick leave absences of three (3) days or more.

A doctor’s certificate will not be routinely required for sick leave absences of less than three (3) days. However, a supervisor may determine that an employee shall be required to provide a doctor’s certificate for absences of less than three (3) days based on review of the employee’s attendance record after discussion with the employee and the Unit President.
1. Vacation leave will be granted to employees hired on or before 1/1/2011 according to the following:
   a. The vacation year shall be January 1 through December 31
   b. Length of continuous full-time service with the Town of Aurora on January 1 will determine vacation entitlement for the following vacation year.

<table>
<thead>
<tr>
<th>CONTINUOUS FULL-TIME SERVICE WITH THE TOWN OF AURORA ON JANUARY 1 AS OF JANUARY 1</th>
<th>VACATION SETTLEMENT</th>
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<tr>
<td>One (1) year</td>
<td>Ten (10) days</td>
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One (1) additional day of vacation will be granted for each additional year of service on January 1, with a maximum of twenty (20) vacation days.

The vacation schedule shall allow one (1) additional day of vacation for each addition year of service on January 1 starting at seventeen (17) years of service with a maximum of twenty five (25) vacation days.

2. Vacation leave will be granted to employees hired after 1/1/2011 according to the following:
   a. The vacation year shall be January 1 through December 31
   b. Length of continuous full-time service with the Town of Aurora on January 1 will determine vacation entitlement for the following vacation year:

<table>
<thead>
<tr>
<th>CONTINUOUS FULL-TIME SERVICE WITH THE TOWN OF AURORA ON JANUARY 1 AS OF JANUARY 1</th>
<th>VACATION SETTLEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one (1) year</td>
<td>No days</td>
</tr>
<tr>
<td>One (1) to less than two (2) years</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>Two (2) to less than six (6) years</td>
<td>Ten (10) days</td>
</tr>
<tr>
<td>Six (6) to less than eleven (11) years</td>
<td>Fifteen (15) days</td>
</tr>
<tr>
<td>Eleven (11) to less than twenty-one (21) years</td>
<td>Twenty (20) days</td>
</tr>
</tbody>
</table>

3. To be eligible for earned vacation as set forth in Paragraphs 1 and 2 of 5.05, an employee must actually work two thousand and eight (2080) hours during the immediately preceding calendar year. An employee who did not actually work two thousand and eight (2080) hours during that period shall be entitled to a pro rata share of vacation in an amount to be determined in accordance with the following chart:
<table>
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<th>NUMBER OF HOURS ACTUALLY WORKED</th>
<th>PERCENTAGE OF VACATION ENTITLEMENT</th>
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<tr>
<td>1039</td>
<td>0%</td>
</tr>
<tr>
<td>1040</td>
<td>50%</td>
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<tr>
<td>1248</td>
<td>60%</td>
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<td>1456</td>
<td>70%</td>
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<tr>
<td>1664</td>
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</tr>
<tr>
<td>1872</td>
<td>90%</td>
</tr>
<tr>
<td>2080</td>
<td>100%</td>
</tr>
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</table>

Paid holidays, personal leave, vacation, bereavement, jury duty, compensatory time and sick days, as set forth in this contract, shall be considered as hours/days worked. Vacation pay shall be based on the employee’s normal work day.

4. Employees may request vacation at any time during the vacation year, subject to Department Head approval, provided that the employee not be permitted to schedule vacation prior to the date when such vacation has been actually earned. Employees shall not use vacation time in less than four (4) hour increments. The Department Head may deny scheduled vacation time when, in his/her determination, the granting of such vacation time will adversely affect the operation of the department. If a holiday occurs during an employee’s vacation, the holiday will not be charged against vacation credits.

There shall be no accumulation of vacation benefits from one (1) year to the next, and vacation benefits for a given year shall expire on the last day of such calendar year. However, if an employee cannot use his/her vacation through no fault of the employee, he/she may be allowed to carry of up to five (5) vacation days into the next vacation year. An employee who is laid off or retired prior to taking their vacation shall be paid for the unused vacation time accumulated at the time of separation. An employee who voluntarily leaves Town employment, retires or resigns, must give two (2) weeks notice to their Department Head prior to termination in order to be eligible for unused vacation pay. Any unused vacation shall be held by the Town until all Town equipment has been returned. A discharged employee will not be entitled to unused vacation.

Should an employee become sick or injured during a vacation period, the vacation will not be rescheduled. A Department Head may consider rescheduling an employee’s vacation time due to the circumstances involved. The decision rests solely with the Department Head.
ARTICLE 6

HOURS OF WORK

6.01 The normal work week shall be forty (40) hours per week, consisting of five (5) eight (8) hour days or when mutually agreed to, four (4) ten (10) hour days.

The normal workday shall be between 7:00 a.m. and 3:30 p.m., it shall include an unpaid lunch period of one-half (1/2) hour, which normally shall be taken between 12:00 noon and 12:30 p.m., but which may be rescheduled as determined by the Department Head.

The normal workweek shall be Monday through Friday. However, the parties recognize that the Town may vary from the normal workweek with regard to the schedule of unit employee(s) upon one (1) week’s notice and if there is a legitimate operational basis to do so.

The Town may establish other start times and/or shifts. The Town shall have the ability to change an employee’s shift with one (1) week notice, unless the employee and the Department Head agree in writing to a shorter notice.

Employees shall be entitled to twenty (20) minutes of break period each work day. The Department Head will determine if one (1) twenty minute or (2) ten minute break periods will be assigned and the location of the break.

6.02 OVERTIME

All employees are expected to work overtime and to be available to work in times of emergency declared by the Department Head. All overtime must have prior approval from the Department Head or his designated representative.

All hours actually worked in excess of forty (40) hours in a work week shall be compensated at the rate of time and one-half (1 1/2) the employee’s regular hourly rate of pay. Paid holidays, vacation, personal leave and bereavement leave shall be considered time worked for the purpose of overtime. Paid sick time shall be considered time worked for the purpose of overtime only at the discretion of the Department Head. Compensatory time shall be earned at straight time when the hours earned are not over forty (40) hours worked. Compensatory time, when requested by the employee, for overtime, shall only be granted and approved by the Department Head.

Available overtime shall be distributed to the employees normally engaged in the performance of the work that is to be done on an overtime basis. Such distribution shall be done by rotation. The initial rotation list shall be established according to seniority. Refusal of overtime shall be treated as overtime worked for purposes of placement on the rotation list. There will be an attempt to equalize the distribution of overtime on an annual basis. However, employees may be required to continue to work past the end of their normal working hours in order to complete the duties they are assigned. Overtime worked shall be posted and updated
each pay period. The Department Head will determine the length of time an employee can work overtime.

The work day shall begin at 12:01 a.m.

If an employee called in for duty who was not previously scheduled, and that employee has already worked his/her work day in that calendar day, he/she shall receive a minimum of three (3) hours additional pay at the employee’s regular hourly rate of pay or as proved by law. It is understood that this minimum shall not apply when the employee is required to continue on past the end of the work day.

An employee called in for duty on a scheduled day off, when the additional duty was not previously scheduled, shall received a minimum of three (3) hours of pay at the employee’s regular hourly rate of pay or as provided by law.

No employee shall be paid for travel time to and from work and all employees called into work may be required to work a full three (3) hours.

6.03 SHIFT DIFFERENTIAL/BIDDING

Any employee who is assigned to a shift that begins between noon and 2 a.m. shall receive a shift differential of $1.00 for each hour worked on that shift before 7:00 a.m.

Call in: An employee who is assigned to work a shift that begins between 2:01 and 9:00 a.m. shall receive a differential of $.50 for each hour during which an employee works on a call-in basis immediately prior to the start of the employees scheduled shift.

Employees shall be permitted to bid on shifts beginning between 9:00 a.m. and 12:00 midnight according to seniority among those employees who are currently in the title assigned to such shift. If no employees within the title bid on such shift, then the Highway Superintendent may assign any unit member(s) to such shift.

Employees are not eligible for shift differential at any time when they are working overtime and are being paid at the overtime rate (i.e. holidays, weekends and hours worked in excess of 40 hours in a week).

ARTICLE 7

SENIORITY

7.01 PROBATIONARY PERIOD

All new employees shall be considered as probationary employees during their first twenty six (26) weeks of employment or as provided by Civil Service laws, rules and regulations. Such employees may be dismissed or disciplined by the Town which shall not be
subject to grievance procedure within this Agreement or protection under Civil Service laws, rules and regulations. Probationary employees do not have seniority.

Exempt class employees shall not have access to the grievance procedure within the Agreement for termination of employment.

7.02 SENIORITY

Upon satisfactory completion of the probationary period, an employee shall be placed on the regular seniority roster for employees covered by this Agreement in which seniority shall be defined as the length of an employee's continuous full time service with the Town. Seniority shall not accrue during periods of layoff or unpaid leave of absence.

7.03 TERMINATION OF SENIORITY

Seniority shall be broken for the following reasons:

a) If the employee resigns, including retirement.

b) If the employee is discharged.

c) If an employee is absent for three (3) consecutive work days without the proper notification or satisfactory reasons, accepted solely by the Town, for not notifying or reporting.

d) If an employee fails to report for work within five (5) consecutive days of mailing of a notice of recall from layoff.

e) If an employee is laid off for a period which exceeds his recall rights, if any, as provided for in this Agreement.

f) If an employee fails to return to work from a leave of absence without pay in accordance with the leave of absence without pay provision provided for in this Agreement.

g) If an employee intentionally provides false information.

7.04 ELIGIBILITY FOR BENEFITS

Unless provided to the contrary within this Collective Bargaining Agreement, eligibility for benefits contained within this Agreement shall begin the first (1st) of the month following the completion of their probationary period. Benefits as provided in this Collective Bargaining Agreement will, unless otherwise provided herein, continue provided an employee is working and receiving their normal pay from the Town.
7.05 LAYOFF AND RECALL

When a permanent employee in the competitive class of Civil Service is to be laid off, Civil Service law, rules and regulations will govern the layoff procedure of such employee.

When an employee is in the non-competitive class or labor class of Civil Service and is to be laid off, he/she shall be permitted to replace an employee with less seniority in the same classification (job title) as follows:

1. The Employee with the lowest seniority in that classification (job title) shall be laid off first provided the remaining employees meet or exceed the job requirements for the classification and are qualified and have the ability and record of attendance to perform the duties of the remaining position.

2. Where the employee is the least senior employee in a particular classification (job title) and consequently is scheduled to be laid off, he/she shall be permitted to bump an employee in a lower rate job classification (job title) with less seniority, provided he/she meets or exceeds job requirements for the classification and is qualified and has the ability and record of attendance to perform the duties of said position.

3. If the above fails to produce a bumping opportunity for said employee then he shall be laid off.

4. Employees who are on layoff shall have a recall right to work in the reverse order of their layoff, provided they meet or exceed job requirements for the vacancy and are qualified and have the ability and prior attendance record to perform the duties of said position. Recall rights for employees on layoff will expire equal to length of seniority from the date of the last layoff, and competitive class employees in accordance with Civil Service law, rules and regulations.

5. Notice of recall will be sent by certified mail, return receipt requested, to the last known address appearing on his/her personnel file. An employee who fails to report to work after receipt of such notice shall be considered a resignation.

ARTICLE 8
GRIEVANCE PROCEDURE

A grievance is defined as an alleged dispute which may arise between the Town and CSEA, limited to the interpretation or application of the express terms of this Agreement, and shall be adjusted promptly in the following manner:
8.01 All written grievances shall be submitted on a grievance form approved by the Town and the Union, and shall state the name and position of the aggrieved party, a concise statement of the complaint, supporting facts and the provision(s) of the Agreement to which the grievance is applied.

8.02 If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement, or otherwise, shall be barred.

8.03 Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the last day of the specified time period.

8.04 The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer.

8.05 It is the intent of the parties that grievances be processed as rapidly as possible. The number of day indicated at each step of the procedure should be considered as maximum and every effort should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits may be extended.

8.06 In the event a grievance is submitted to arbitration, the parties shall attempt to mutually agree upon the selection of an arbitrator. In the event that the parties are unable to mutually agree upon an arbitrator, either party may request from the Public Employees Relations Board (PERB) to provide a panel of qualified arbitrators. The parties shall select an arbitrator from the panel by alternately striking a name until one (1) name remains which shall be the designated arbitrator. Each party shall have the option to reject one (1) panel of arbitrators from PERB.

8.07 The decisions of the arbitrator shall be binding upon the parties and the employee or employees involved. The costs of arbitration shall be divided equally between the parties.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. The arbitrator's authority shall be limited to deciding only whether a specific article or section of this Agreement has been violated.

8.08 GRIEVANCE STEPS

Step 1 An employee who feels they have a grievance shall reduce said grievance to writing within, the sooner of, fifteen (15) working days of the occurrence of the grievance or of the employee’s knowledge thereof. The employee and Union Representative shall discuss the grievance with his/her respective Department Head. Thereafter, the Department Head shall respond in writing within ten (10) working days.
Step 2 If the Department Head's answer is not satisfactory, said grievance and Department Head's response shall be forwarded by the CSEA Representative within ten (10) days after the response of the Department Head is due, to the Town Supervisor or his/her designated representative.

The Town Supervisor or his/her designated representative will schedule a meeting with the employee, CSEA Representative and the CSEA Labor Relations Specialist. The Town Supervisor or his/her designated representative shall respond in writing to the CSEA Labor Relations Specialist within ten (10) days after the grievance meeting.

Step 3 If the grievance is not resolved at Step 2, the moving party may submit the grievance to arbitration if the grievance involves a claimed violation, misapplication, or misinterpretation of an express provision of this Agreement, excluding health and safety issues. Written notice of such intention must be served on the other party within ten (10) working days after the Step 2 answer is due; otherwise, the grievance shall be deemed waived.
ARTICLE 9

COMPENSATION

9.01 Job titles and the hourly rate of pay for the term of this Agreement shall be as follows:

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<thead>
<tr>
<th>JOB TITLE</th>
<th>STEP 1</th>
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January 1, 2011

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Employees hired during or after August 2008 shall be placed at Step 1 of the appropriate pay grade and shall not move on step within that pay grade.

Employees hired before August 2008 may be moved from one (1) step to the next higher step within their grade level upon recommendation of his/her Department Head, and is limited to one (1) such moved in any one (1) fiscal year. Moving on steps would be on the employee’s anniversary date.

Employees may be moved to the next lower step within their grade level subject to the following:

1) The Department Head shall notify the employee in writing of the areas of the employee needs to improve in their job performance and/or attendance. The employee shall have six (6) months from the time of the written notice to show improvement. In the event there is not a sufficient amount of improvement, the Department Head shall recommend a step reduction to the Town Board. The Department Head may recommend to the Town Board that the step reduction be rescinded with improved job performance.

2) The employee or the union is not eligible to utilize the grievance procedure for the step reduction.

3) It is further understood this procedure would not restrict the Town from disciplining an employee, which could be a reduction in salary and/or other form of discipline for incompetence or misconduct.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title’s pay group that would give the employee a rate increase. The effective date of starting in this new job title would now become the annual date for movements in steps in that pay group. Moving on steps would take place on the employee’s anniversary date.

The Town Board may award a stipend to an employee for the responsibility of Acting Director of Water and Acting Director of Parks. The amount of the stipend plus the appointment and termination of the Acting positions shall be at the sole discretion of the Town Board and not subject to the Grievance and Arbitration Procedure or Civil Service Law.

9.02 LONGEVITY PAY

Each employee hired before January 1, 2011 shall be entitled to longevity pay annually in accordance with the following schedule provided the employee is working for the Town at the time of payment.

- Ten (10) years of service $450.00
- Fifteen (15) years of service $550.00
- Twenty (20) years of service $650.00
- Twenty five (25) years of service $750.00

The longevity payment will be made during the month of November.
9.03 STIPEND FOR REPAIR AND MAINTANCE WORK (MECHANIC)

The employee designated by the Town as being primarily responsible for periodically performing repairs and maintenance on Town vehicles and equipment shall receive an annual stipend of $750, payable over twenty-six (26) pay periods during which the employee is so designated. If the Town changes the designation for this purpose to a different employee during any 12-month period, the stipend shall be received by the designated employee. Only one employee shall be entitled to this stipend during any particular period of time. Nonetheless, the Town may also assign such repairs and maintenance to other employees (who shall not receive a stipend) if the need arises.

ARTICLE 10

GENERAL CONDITIONS

10.01 WORK PERFORMANCE

All employees are required to perform their assigned duties in a safe and efficient manner, recognizing that their conduct reflects the good image of the Town at all times.

10.02 EQUIPMENT

The Town agrees to furnish each employee required to perform their duties outside during inclement weather with normal wet weather clothes. This includes:

- One (1) pair of rubber boots
- One (1) set of coveralls
- One (1) pair of goggles
- One (1) safety vest
- One (1) hard hat
- One (1) complete rain outfit
- One (1) pair of work gloves
- One (1) set of ear protection
- One (1) pair of work boots (selected by the Town and replaced no sooner than once every year)

Additional equipment or clothing shall be at the discretion of the Department Head or designee. Damaged or worn out articles shall be replaced on an as needed basis, as determined by the Department Head. Damaged or worn out articles must be turned in before a replacement could be considered. Each employee shall be responsible to maintain such equipment and clothing in good condition. If equipment and/or clothing is abused, the employee will be responsible for the replacement of the article(s).
10.03 **RESIDENCY**

At all times, employees must maintain their principal place of residence within the corporate limits of the Town of Aurora. Failure to comply with residency within the Town shall constitute misconduct and shall be subject to disciplinary action, seeking termination.

10.04 **RETIREMENT**

Section 1: Provided such a retirement program is available, the Town agrees to provide and maintain a retirement plan for all employees represented by the CSEA under this Agreement pursuant to Section 75-i, with option 41-j, (application of unused sick leave as additional service credit upon retirement) of the New York State Retirement and Social Security Law and pay the cost thereof to the extend permitted by such law.

10.05 **BULLETIN BOARD**

It is agreed that the CSEA may use one official bulletin board in the Highway Department provided by the Town for the purpose of posting Unit President approved CSEA notices to members, which notices shall be clearly identified.

10.06 **DISCRIMINATION**

The parties to this Agreement agree there will be no discrimination with respect to race, color, creed, sex or political persuasion of any employee; that all employees covered by this Agreement shall receive the full protection of the provision herein and that all employment, promotion, upgrading, demotion, and termination shall be accomplished without regard to any employee’s race, color, creed, sex, political persuasion, age or involvement in CSEA activities or collective bargaining negotiations.

10.07 **JOB POSTING**

If a vacancy occurs in the Town Highway or the Parks Department in the job title of Motor Equipment Operator, Truck Driver, or Laborer:

(a) Notice of the position to be filled will be posted on the official bulletin board for a period of five (5) working days. The notice shall set forth:

1) Job Title
2) Rate of Pay
3) Location
(b) Employees interested in the posting shall respond in writing indicating their qualifications, experience, and any other pertinent details they wish to convey to the Department Head to consider.

(c) Within five (5) working days, the Department Head shall award the position to the employee who meets the following:

1) Qualifications  
2) Physical ability  
3) Experience  
4) No absentee abuse  
5) Seniority will be the deciding factor when the above four (4) items are equal.

(d) In the event the Department Head determines that no bidder meets the criteria stated above, the vacancy may be filled by an outside hire.

(e) In the event the vacancy is filled from within, the employee shall serve a probationary period of twenty-six (26) weeks. If the Town determines that the job is not being performed satisfactorily during the probationary period, the employee shall be returned to his previously held position, and may not bid again for a minimum of twelve (12) months. The position may then be filled at the discretion of the Town.

10.08 DISCIPLINE

The Town and the Association agree to substitute Sections 75 and 76 of the New York State Civil Service Law with the due process of Article 8, Grievance Procedure, incorporated within this Collective Bargaining Agreement.

10.09 HEALTH INSURANCE

Effective January 1, 2011, if the total monthly insurance premium for any combination of medical, dental and/or vision exceeds $966.00 for family coverage or $343.00 for single coverage, it will be the employee's responsibility to pay the difference. Effective January 1, 2012, if the total monthly insurance premiums for any combination of medical, dental and/or vision exceeds $1026.00 for family coverage and $360.00 for single coverage, it will be the employee's responsibility for the difference. Effective January 1, 2013, if the total monthly insurance premiums for any combination of medical, dental and/or vision exceeds $1086.00 for family coverage and $378.00 for single coverage, it will be the employees responsibility to pay the difference.

Upon execution of this contract, employees will no longer receive a stipend to offset health care expenses.
Upon execution of this contract, employees will have the option at the time of hire, and during the annual open enrollment period for health insurance, to waive any health insurance coverage through the Town. Any employee eligible to receive family health insurance who elects to waive all coverage (medical, dental and vision) will receive a biweekly income taxable payment of $75.00. Employees eligible to receive single health insurance who waive all coverage (medical, dental and vision) will receive a biweekly income taxable payment of $35.00.

The Town of Aurora shall pay the monthly hospital and medical insurance premiums, for a qualified employee, who retires, provided that the Town’s contribution towards the cost of such coverage shall not exceed the amount that the Town contributes towards the cost of health insurance coverage for the current employees on a single or family basis (whichever is applicable). A qualified employee is one that their total full-time years of service with the Town of Aurora and their age would equal eighty-five (85) years or more. Such monthly premium would be paid until the age of sixty-five (65). Upon reaching age sixty-five (65), a qualified employee will only be reimbursed, by the Town, the monthly Medicare premium upon the Town receiving the proper written evidence of the employee’s payment. The above coverage shall continue for the qualified retiree and his/her spouse. In the event the qualified retiree dies, coverage will continue to the spouse until he/she remarries or dies. This retiree health insurance benefit shall not apply to employees hired on or after January 1, 2011.

The level of coverage shall be determined by the Town Board. Prior to changing such coverage it will be discussed with the Association. In the event the hospital and medical insurance carrier unilaterally changes the coverage, the Town shall not be responsible for the removed coverage.

The current health insurance plan is provided through Independent Health. However, the Town retains the right to change carriers with prior notice to CSEA.

The Parties agree to reopen negotiations with regard to the subject of Health Insurance upon the written request of the other party.

ARTICLE 11

SAVINGS CLAUSE
Upon execution of this contract, employees will have the option at the time of hire, and during the annual open enrollment period for health insurance, to waive any health insurance coverage through the Town. Any employee eligible to receive family health insurance who elects to waive all coverage (medical, dental and vision) will receive a biweekly income taxable payment of $75.00. Employees eligible to receive single health insurance who waive all coverage (medical, dental and vision) will receive a biweekly income taxable payment of $35.00.

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ARTICLE 11

SAVINGS CLAUSE

11.01 If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, 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.

The parties further agree to meet within thirty (30) days of any determination as set forth in the first paragraph of this Section 11.01 to renegotiate the subject matter of any such negotiated section or clause which held to be invalid or unconstitutional. Failure to reach
agreement in connection with renegotiating said subject matter shall not affect the validity of the remaining portions of this Agreement.

11.02 It is understood all other terms and conditions of employment and benefits not set forth within this Collective Bargaining Agreement are at the sole discretion of the Town.
ARTICLE 12

TERM OF AGREEMENT

This Agreement shall be effective as of the first day of January, 2011, and shall remain in full force and effect until the thirty-first day of December, 2013 and shall automatically renew from year to year thereafter unless either party shall notify the other, in writing, one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall then remain in full force and effect during the entire period of negotiations for a modification of this agreement, and shall automatically be extended until such time as a new or modified agreement is approved by both parties, effective date of termination notwithstanding.

This Agreement is the entire agreement between the Town of Aurora and the CSEA and concludes all collective negotiations during its term.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above written.

TOWN OF AURORA

[Signature] 3/11
Supervisor  Date

CIVIL SERVICE EMPLOYEES ASSOCIATION

[Signature] 3/11
Michael [Name]  Unit President  Date

[Signature] 3/11
[Name]  Labor Relations Specialist  Date