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COLLECTIVE BARGAINING AGREEMENT

Between the

TOWN OF CONCORD

And the

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 17

January 1, 2007 – December 31, 2011
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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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

STATEMENT OF PURPOSE

It shall be the policy of the Town of Concord Highway Department in the purpose of this Agreement to promote harmonious and cooperative relationships between said Department and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions. This Agreement is made between the Town of Concord Highway Department, hereinafter referred to as the "Town" and the International Union of Operating Engineers, Local No. 17, hereinafter referred to as the "Union."

WHEREAS, it is the intent and purpose of the parties hereto set forth herein the basic agreement governing wages, hours or work, and other conditions of employment to be observed by the parties hereto.

ARTICLE 1
RECOGNITION

The Town recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of collective bargaining in respect to wages, hours and all terms and conditions of employment; the administration of grievances arising thereunder for the term of this Agreement for all full time Highway Department employees in the job titles of Motor Equipment Operator and Laborer. Excluded are employees in the job titles of elected officials, appointed officials, part time, seasonal, temporary, managerial/confidential employees, and all other employees.

At the Highway Superintendent's discretion he may appoint a Deputy Highway Superintendent inside or outside the bargaining unit. If the Highway Superintendent chooses to appoint a Deputy inside the bargaining unit, the Deputy shall receive a stipend added to his normal classification hourly rate for all hours worked as stated in the attached Appendix. Should the Highway Superintendent appoint a Deputy Highway Superintendent outside the bargaining unit, wages and other terms and conditions of employment shall be determined by the Town. This appointment will not cause a reduction in the current work force in the Highway Department. This would not include resignation, retirement or termination for just cause.
ARTICLE 2
MANAGEMENT RIGHTS

Except as expressly limited by specific provision of this Agreement, all of the authority, rights, functions, and responsibilities already possessed by the Town are retained by it, including but not limited to the right to determine the nature, mix and extent of services and raw materials to be contracted for and/or purchased by the Town, to determine the purposes, objectives, and policies of the Town; to determine the number and location of its facilities and the manner, methods, means, number and qualifications of personnel for the conduct of the Town’s business, to change existing or introduce new equipment, operations, methods, processes or facilities; to hire, retain, promote, to assign and reassign work within a classification; to determine when and to what extent the work required in operating it’s business and supplying it’s services to be performed by employee’s governed by this agreement; to direct, deploy and utilized the workforce (assigns employees to work in other departments than the department they are normally assigned to by job title); to establish specifications for each class of positions; to schedule operations and change work schedules; to layoff and recall; terminate, discipline, or demote employees for just cause.

Due to the difficulty in determining work load requirements, emergencies, lack of necessary parts and equipment, expertise, capability, capacity and personnel, etc., the Town retains the right to subcontract bargaining unit work in order to provide services to the community. However, it is understood that this provision is not intended to supplant the entire bargaining unit.

It is understood and agreed that the Town shall have the right, from time to time, to publish 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 publishing to employees prior to the effective date of such regulations, provided these rules and regulations shall not be contrary to specific provisions of the 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 understood that the Town may supplement the workforce with part time, seasonal, temporary or full time non-unit employees. The intent of this language is not to replace or do away with the Union but, may be necessary in the consolidation or elimination of services, including but not limited to employers consolidating.
ARTICLE 3
NO STRIKE CLAUSE

The Union recognizes the status of the Town of Concord Highway employees as "public employees" and the provisions of the law applicable thereto.

The Union or employees shall not engage in a strike, nor cause, instigate, encourage, or condone one or interfere with the operations of the Town, such as work stoppage, sick-out, curtailment of work, or interruption of work of any kind. The Union shall use every 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.

During the life of this Agreement, the Town shall not lock out any of its employees for any reason.

ARTICLE 4
AGENCY SHOP AND DUES CHECK-OFF

The Union having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Union, the amount equivalent to the dues levied by the Union and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to the Union. The fiscal officer making such deductions will transmit these amounts to the Union at 5959 Versailles Road, Lakeview, New York 14085. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of the Union. The Union agrees to hold the Town safe and harmless from any liability for making such deductions.

The Town will deduct from the salary of any member of the unit who so authorizes individually and voluntarily, in writing, the dues and fees of the Union, and will transmit these monies to the Union at 5959 Versailles Road, Lakeview, New York 14085.

No deduction of dues or fees shall be made until and unless the amount of dues and fees to be deducted and any changes thereto are certified to the Town by an authorized officer of the Union.

An authorization on file with the Town shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the Town.
As to any disputes between the Town and any employee or employees or third parties, the Union shall defend and save the Town harmless against any and all claims, suits, or other forms of liability that shall or may arise by reason of action taken or not taken by the Town to comply with the terms of this Article or in reliance on a certification issued by the Union. The Town agrees to deduct monthly dues from members' wages and submit with working dues.

ARTICLE 5
GRIEVANCE & ARBITRATION

Grievance Procedure

For the purpose of this Agreement, a grievance is defined as any dispute arising over the interpretation, application, or meaning of any provision of this Agreement. In the event of any such dispute, the matter shall be settled in accordance with the following procedure.

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 provisions of the agreement to which the grievance applies.

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

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 allocated had the decision been communicated on the last day of the specified time period.

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.

Time limits within the grievance procedure may be extended by mutual agreement.

No grievance will be entertained, and such grievance will be deemed waived, unless the grievance is presented at Step One within five (5) workdays after the employee knew or should have known of the act or condition on which the grievance is based.

PROCEDURE:

1. An aggrieved employee shall present his grievance to his immediate supervisor. Such aggrieved employee shall be permitted to be accompanied by the Union Steward if the aggrieved employee so desires.
2. If no satisfactory settlement is reached at step one, then the grievance shall be reduced to writing and submitted directly to the Highway Superintendent within five (5) workdays after the step one meeting. The Highway Superintendent shall meet with the aggrieved employee regarding the merits of the grievance. The aggrieved employee shall be permitted to be accompanied by the Steward if the aggrieved employee so desires. The Highway Superintendent shall submit an answer in writing within five (5) workdays after receipt of the written grievance, a copy of which will be provided to the aggrieved employee and to the Union Steward.

3. Should the grievance remain unresolved within five (5) workdays after the Step 2 answer, the matter may be submitted to a designated Union representative and the Town Board or its representative who shall meet within twenty (20) workdays after such submission and earnestly attempt to adjust the grievance. An answer shall be made within twenty (20) workdays after such meeting.

4. If the grievance is not resolved at Step 3 and is not subject to arbitration then the Union shall have the right to submit the grievance to mediation within ten (10) days. The request for mediation may be made to either PERB or FMCS. The mediator shall provide both parties with an opportunity to present their position regarding the grievance. The mediator will make a written recommendation to the Concord Town Board, which shall make the final decision regarding the grievance.

If the grievance is not resolved at Step 3 and the grievance involves a disciplinary suspension of three (3) days or more, or discharge, the Union shall have the right to submit the dispute to arbitration by serving a Demand For Arbitration on the Town within ten (10) working days after its receipt of the Town’s written answer.

**Arbitration Procedure**

Within ten (10) workdays after receipt of such a Demand For Arbitration, the Town and the Union shall attempt to select an arbitrator by mutual consent. Failing that, the Union shall forthwith request a panel of seven (7) arbitrators from the Federation Mediation and Conciliation Service or PERB. Upon receipt thereof, the parties shall alternately strike names from the list until one remains who shall arbitrate the dispute. Each party has the right to reject one list of arbitrators.

The arbitrator so chosen shall have jurisdiction and authority to render a decision on the grievance, but shall not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of the Agreement.
The decision of the arbitrator shall be final and binding upon the parties and the cost of the arbitrator's services shall be shared equally by the Union and the Town.

The expense of witnesses and representatives of either side shall be paid for by the parties producing such witnesses or representatives.

Any time limitation in the grievance and arbitration procedures may be extended by mutual consent.

**ARTICLE 6**

**DISCIPLINE AND DISCHARGE**

The Union hereby agrees to waive all rights of current or future employees within the bargaining unit in processing disciplinary action through §§75 and 76 of the Civil Service Law. The Town and the Union agree to substitute the rights for such employees under §§75 and 76 of the Civil Service Law, with the Grievance and Arbitration procedure of this Agreement.

An employee shall only be disciplined or discharged for just cause.

**ARTICLE 7**

**UNION BUSINESS AND VISITATION**

The Town agrees to permit the steward or his designee in his absence, a reasonable amount of time from their work duties for the purpose of grievance investigation or the administration of the Collective Bargaining Agreement. Prior approval will be requested from the Highway Superintendent or his designee prior to the investigation.

A representative of the International Union of Operating Engineers shall request permission from the department head prior to visiting employees in the unit covered by this Agreement during work hours.

It is understood between the Town and the Union that Town work duties and services hold a priority over grievance investigation or contract administration during working hours.

**ARTICLE 8**

**BULLETIN BOARD**

It is agreed that the Union may use one bulletin board in the Highway Department lunchroom provided by the Town, for the purpose of posting official Union notices. Such notices will have the approval of the Union Steward and Highway Superintendent or his designee.
ARTICLE 9
RESIDENCY REQUIREMENT

At all times employees employed in the unit covered by this Agreement must maintain the principal place of residence within the corporate limits of the Town of Concord as a condition of continued employment. An employee may apply to the Town Board for relief of this requirement.

ARTICLE 10
SENIORITY

Probationary Period:

All new employees shall be considered as probationary employees during their first twenty-six (26) weeks of working 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 the grievance procedure within this Agreement or protection under Civil Service Laws, Rules and Regulations. Probationary employees do not have seniority.

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.

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 workdays without the proper notification or satisfactory reason, 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 notice of recall from layoff by certified mail.
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 provisions provided for in this Agreement.
g) If an employee intentionally furnishes false information.
h) Exempt class employees shall not have access to the grievance procedure within the Agreement for termination of employment.
ARTICLE 11
ELIGIBILITY FOR BENEFITS

Unless provided to the contrary within this Collective Bargaining Agreement, eligibility for benefits contained within this Agreement shall begin the first (15) 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.

ARTICLE 12
HOURS OF WORK

The normal workweek shall be forty (40) hours per week, starting on Sunday and ending on Saturday, consisting of five (5) eight (8) hour days or four (4) ten (10) hour workdays. The normal work shift shall be 7:00 a.m. to 3:30 p.m.

All employees shall have an unpaid lunch period of one-half (1/2) hour. It is understood when working in another Town, employees will bring their lunch with them.

Employees shall be entitled to two (2) fifteen (15) minute break periods each workday. The department head will determine the time and location of the break period. These may be combined at the discretion of the Highway Superintendent.

The Town may establish other start times, break times and/or shifts. The Town shall have the ability to change an employee's shift with two (2) weeks notice, unless the employee and the department head agree in writing to a shorter period.

Employees shall be granted a fifteen (15) minute personal clean-up period, including travel time, prior to the end of the workday.

Volunteer firefighters shall be allowed to respond to an emergency call within the Town of Concord without loss of pay or benefits. An employee who is a volunteer firefighter shall return to work as soon as possible after the emergency is resolved. Emergency Squad members may leave work if the squad member is toned out. Prior permission will be received from the Highway Superintendent or his designee. The volunteer could leave notice for the Highway Superintendent or his designee if he could not contact them.

ARTICLE 13
LAYOFF AND RECALL

When a permanent employee in the competitive class of Civil Service is to be laid off on a long-term layoff, one (1) week or more. 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 on a long term layoff, one (1) week or more, he/she shall be permitted to replace an employee with less Town 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 of the Town and are qualified and have the ability to perform the duties of the remaining employees in the position.

2. Where the employee is the least senior employee in a particular classification (job title) and 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 of the Town and is qualified and has the ability to perform the duties of said position. An employee who bumps in accordance with the above procedure shall be paid the comparable step of the lower paying job.

3. If the above fails to produce a bumping opportunity for said employee then he/she shall be laid off. The employee with a bumping opportunity shall have the discretion as to whether to exercise this option.

4. Employees who are on layoff shall have a right to be recalled 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 to perform the duties of said position. Recall rights for employees on layoff will be equal to their length of seniority or eighteen (18) months, whichever is shorter.

Recall for competitive class employees will be in accordance with Civil Service Law, Rules, and Regulations.

For a temporary layoff, less than one (1) week, employees shall be laid off on the basis of length of Town service within a classification (job title), provided the remaining employees can perform the required work. Such employee affected by the foregoing shall be permitted to work in a lower paying classification (job title), and paid the appropriate rate, provided that in the sole discretion of the Highway Superintendent or his designee, there is sufficient additional work to be performed in such lower classification and the employee(s) involved possesses the ability to perform the job involved.
ARTICLE 14
OVERTIME

All employees are expected to work overtime and be available to work in time of emergency declared by the Highway Superintendent, his designee or the Town Supervisor.

All overtime must have prior approval from the Highway Superintendent or his designated representative.

A. Overtime shall be paid at 1 1/2 times the employee's regular hourly rate for work performed in excess of 40 hours in the same week, Sunday through Saturday, or for hours worked in excess of eight hours on any given day during the workweek. With the exception of the time which the Highway Department employees are on a ten hour day four day workweek, the overtime would be paid for any time over the 10 hours on any given day. There shall be no pyramidimg of overtime.

B. At the request of any employee eligible for overtime pay, the employer at its sole discretion may provide time off in lieu of cash payment for overtime, allowed at the rate of 1 1/2 hours for each hour worked as set forth in paragraph A. Accumulation of compensatory time is at the discretion of the employee with the following restrictions:

1. Compensatory time may be accumulated to a maximum of 60 hours.
2. All compensatory time accumulated must be used by December 31 of each year.
3. No payment for unused compensatory time will be made. All accumulated compensatory time must be used as time off.

C. Paid vacation, holiday, personal leave, bereavement leave and jury duty shall be considered time worked for the purpose of calculating overtime. Paid sick time may be considered time worked for the purpose of calculating overtime at the discretion of the Highway Superintendent.

ARTICLE 15
HOLIDAYS

The following holidays are recognized by the Town as paid holidays:

New Year’s Day
Martin Luther King Day
President’s Day
Good Friday (1/2 day)
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Veteran’s Day
Christmas Eve Day (1/2 day)
Christmas Day
New Year’s Eve Day (1/2 day)
Holidays falling on Saturday will be observed on the previous Friday and Holidays falling on Sunday will be observed on the following Monday.

Should a holiday occur during an employee's scheduled vacation, said employee is permitted an additional day of vacation.

Unless you receive prior approval from the Highway Superintendent, or his designee, you must work the scheduled workday immediately prior to and after said holiday in order to receive holiday compensation.

Holidays will be paid at the employee's straight time rate. If an employee is required to work on a holiday, they shall receive their holiday pay plus time and one-half (1 1/2) for each hour worked.

Employees are not eligible to receive holiday pay when they are on a leave of absence.

**ARTICLE 16**

**VACATION**

All vacation time is time earned. The individual employee's anniversary date of being hired will determine the amount of vacation time earned. Example: when an employee begins her/his second year of service, the employee will be entitled to two weeks paid vacation. The following schedule will apply:

<table>
<thead>
<tr>
<th>During Years</th>
<th>Vacation Time (per anniversary year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 to 5</td>
<td>2 weeks (80 hours)</td>
</tr>
<tr>
<td>6 to 10</td>
<td>3 weeks (120 hours)</td>
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<tr>
<td>11 or more</td>
<td>4 weeks (160 hours)</td>
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</tbody>
</table>

The Highway Superintendent is responsible for maintaining a current vacation schedule for employees in his department.

Vacation earned must be used during the year earned, unless the Highway Superintendent approves a carryover into the next year. The amount of carryover shall be at the discretion of the Highway Superintendent.

**ARTICLE 17**

**SICK TIME**

Employees will accumulate sick time one-half day (4 hours) a month starting with the next full month after the day of full-time employment and may accumulate a maximum of 165 days (1,320 hours).

Sick leave hours may be used in not less than eight (8) or (10) hours, depending on work schedule in effect at the time.
ARTICLE 18
PERSONAL LEAVE

Employees shall be granted three (3) paid leave days (24 hours) per year for the purpose of conducting personal business. Employees will not use personal time in less than four (4) hours or five (5) hours, depending on the work schedule.

Probationary employees shall be granted one (1) personal day at the time of completing their probationary period for that calendar year.

Personal leave is not accumulative from year to year.

Requests for personal leave must be submitted in writing to the Highway Superintendent as soon as possible, but at least forty-eight (48) hours prior to the requested time off, except in an emergency.

ARTICLE 19
BEREAVEMENT LEAVE

In the event of death in the employee’s immediate family, the employee shall be granted three (3) consecutive work days, provided:

a) The employee attends the funeral.
b) The three (3) days must include the day of the funeral.
c) Bereavement Leave shall not apply during periods when the employee involved is absent from work within the language of the collective bargaining agreement.
d) Immediate family shall include the employee’s mother, father, brother, sister, spouse, child, grandparent, grandchildren, mother and father-in-law, son and daughter-in-law and adopted stepchildren.

In the event of death of the employee’s brother-in-law or sister-in-law, step parents of employee or spouse, niece or nephew, the employee shall be granted one (1) calendar day, paid only if it is their normally scheduled work day.

Paragraphs a, b and c shall apply to the above two (2) paragraphs.
ARTICLE 20
LONGEVITY PAY

Employees are entitled to longevity pay in accordance with the following schedule. Longevity awards will be made annually.

1. Those qualifying employees whose anniversary of employment falls between:
   a) January 1 and June 30th of the year; with the first regular pay period of July.
   b) July 1 and December 31st of the year; with their regular pay period of December.
   c) Commencing upon the completion of the fifth year of full-time employment, the longevity payment shall be:

<table>
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<th>Award</th>
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<tr>
<td>5 and 6</td>
<td>$100.00</td>
</tr>
<tr>
<td>7 and 8</td>
<td>$120.00</td>
</tr>
<tr>
<td>9 and 10</td>
<td>$140.00</td>
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<tr>
<td>11 and 12</td>
<td>$160.00</td>
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<td>13 and 14</td>
<td>$180.00</td>
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<td>15 and 16</td>
<td>$200.00</td>
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<tr>
<td>33 and 34</td>
<td>$380.00</td>
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An employee who voluntarily leave or is discharged for cause during the eligibility period will forfeit any longevity payment for the current year.

ARTICLE 21
LEAVE FOR JURY DUTY

An employee who has received notice of jury duty in either state or federal court shall be compensated by the Town, in an amount of money equal to the difference, minus taxes, between the employer's regular pay and the compensation such employee receives for jury duty. Compensation of such jury duty service shall not include any reimbursement for mileage paid to the employee in the course of his/her service as a juror. This provision shall be for a maximum of ten (10) work days.
When an employee is excused from jury service on any day during his/her term of jury duty, they shall report for work.

The employee shall present proof of service by a jury duty notice summons and certificate of service and the amount of pay received for such service.

When an employee receives notice that he/she is to report for jury duty, he shall notify his department head immediately. An employee shall be requested by the Town to make every reasonable effort to obtain a postponement of jury service if such service time interferes with the normal operation of the department (i.e. winter months or emergencies requiring the employee’s presence).

The amount of time that an employee spends on jury duty shall be considered to be actual working time, except for purposes of worker’s compensation and overtime pay.

The above terms shall not apply to any employee who volunteers to serve as a juror.

ARTICLE 22
LEAVE OF ABSENCE WITHOUT PAY

Employees covered by this Agreement may request, in writing, a leave of absence without pay, not to exceed one (1) year. The determination of whether a request for leave of absence without pay shall be granted is solely in the discretion of the Town. The Town shall render determination on requested leave of absence without pay within thirty (30) calendar days.

Employees shall not earn or accrue seniority and/or benefits under this Agreement during a period of leave of absence without pay. Upon return to work from a leave of absence without pay, such employee shall have seniority rights enjoyed at the time such leave commenced.

An employee shall notify the Town at least two (2) weeks prior to his scheduled return to work to confirm the date that he will report.

The failure of an employee to return to work within three (3) consecutive working days after the expiration of the leave shall be considered as a voluntary quit.

A leave of absence without pay may be extended only by mutual agreement of the parties.
ARTICLE 23
RETIREMENT

Provided such a retirement program is available, the Town agrees to provide and maintain a retirement plan for all employees represented by this Agreement pursuant to Section 75:1 for Tier 1 and 2 employees and Articles 14 and 15 for Tier 3 and 4.

As soon as practical following ratification of both parties the Town shall provide 41-j (application of unused sick leave as additional service credit upon retirement) of the New York State Retirement and Social Security Law provided it can be accomplished with 75e.

Employees will have their accumulated unused sick leave added to their service credits on a day for day basis, up to a maximum of one hundred sixty-five (165) days as provided in Section 41. Subdivision 1 of the retirement law.

ARTICLE 24
GENERAL PROVISIONS

Work Clothing –

Damaged or worn out articles shall be replaced on an as needed basis, as determined by the Highway Superintendent. Damaged or worn out articles must be turned in before a replacement will be issued. Each employee shall be responsible to maintain such equipment and work clothing in good condition.

The Town shall provide up to one-hundred ($100) dollars a year, per employee, for the purpose of purchasing safety shoes. A receipt must be presented in order to receive the reimbursement.

Articles purchased by the Town, including but not limited to, clothing and safety equipment and apparel must be worn at the appropriate time by employees.

Time clocks and/or Activity Performance Sheets may be installed at the discretion of the Town.

Pagers or call-in signal devices may be provided by the Town to each employee.

ARTICLE 25
SAVINGS CLAUSE

Should any article, section or portion thereto of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific article, section or portion thereof, directly specified in the
Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof. All remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by the above determination.

**ARTICLE 26  
COMPENSATION**

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Job Title</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
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<td>18.91</td>
<td>19.41</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td>19.99</td>
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<tr>
<td></td>
<td>Laborer</td>
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<tr>
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<td>20.59</td>
<td>21.13</td>
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<td>Operator</td>
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<td></td>
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</tr>
</tbody>
</table>
Laborer: 11.21 11.74 12.30 12.83 13.39

01/01/11

<table>
<thead>
<tr>
<th>Job Title</th>
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<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
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<tbody>
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<tr>
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<tr>
<td>Laborer</td>
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<td>12.09</td>
<td>12.67</td>
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<td>13.79</td>
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</tbody>
</table>

A wage shift differential of one-dollar ($1.00) per hour for hours worked shall be paid to employees who are required to work on the second or third shift as their normal work shift but will not be paid on call-in hours.

An employee may be hired at any step of the pay grade.

Employees will be moved one (1) step per year. More than one (1) step in a year within their grade level will be at the recommendation of his/her department head and subsequent approval of the Town Board.

Moving on steps would be on the employee's anniversary date.

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

ARTICLE 27
HEALTH INSURANCE

The Town of Concord shall provide employees either single, two-person or family health insurance coverage comparable to the coverage that was in effect on and after the date of signing this agreement. The provider and coverage will be determined by the Concord Town Board.

The Union representative and the bargaining unit members shall be notified at least sixty (60) days prior to any changes in coverage and shall be provided with the summary plan description (SPD) of the plan to be implemented.

Employees hired prior to December 31, 2007 will pay 10% of the monthly premium.

Employees hired after December 31, 2007 will pay 20% of the monthly premium.
ARTICLE 28
TOTAL AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the TOWN and the UNION for the life of this Agreement, each voluntarily and unequivocally waives the right; and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The foregoing constitutes the entire Agreement between the parties, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to the Agreement, shall supersede or vary the provisions herein.
ARTICLE 29
TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of January 2008 and shall remain in full force and effect until the 31st day of December 201__ it shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and eighty (180) days prior to the termination date that it desires to modify this Agreement. Such notice shall be provided by certified mail.

IN WITNESS WHEREOF, the parties hereto have at their hands this ____ day of ______________________, 20___

TOWN OF CONCORD

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 17

By: Gary A. Eppolito
Town Supervisor

By: Alan Pero
Assistant Supervisor

By: Dominic C. Teti
Business Representative

Date: 8/27/05