

**AGREEMENT**  
**BETWEEN**  
**THE TOWN OF HENRIETTA**  
**and**  
**C.W.A. LOCAL 1170**

**January 1, 2013 through December 31, 2016**

## TABLE OF CONTENTS

		Page
<b>ARTICLE I</b>	<b>AGREEMENT</b>	<b>1</b>
<b>ARTICLE II</b>	<b>RECOGNITION</b>	<b>1</b>
<b>ARTICLE III</b>	<b>UNION SECURITY AND CHECK OFF OF UNION DUES</b>	<b>2</b>
SECTION 3.1	UNION SECURITY	2
SECTION 3.2	CHECK OFF OF UNION DUES	2
<b>ARTICLE IV</b>	<b>UNION REPRESENTATIVES</b>	<b>2</b>
<b>ARTICLE V</b>	<b>PERMANENT TRANSFERS</b>	<b>3</b>
SECTION 5.1	NEW JOB CLASSIFICATION	3
SECTION 5.2	PERMANENT TRANSFERS BETWEEN JOB CLASSIFICATIONS	3
<b>ARTICLE VI</b>	<b>WAGES</b>	<b>4</b>
SECTION 6.1	JOB CLASSIFICATIONS AND WAGE RATES	4
SECTION 6.2	WAGE INCREASES	4
SECTION 6.3	PROGRESSION INCREASES	5
SECTION 6.4	NIGHT DIFFERENTIAL	5
<b>ARTICLE VII</b>	<b>HEALTH AND WELFARE</b>	<b>5</b>
SECTION 7.1	FINGER LAKES MUNICIPAL HEALTH INSURANCE TRUST CORE PLAN (MEDICAL)	5
SECTION 7.2	DENTAL PLAN	6
SECTION 7.3	EYE CARE VISION PLAN	7
SECTION 7.4	RETIREE HEALTH INSURANCE	7
SECTION 7.5	HEALTH REIMBURSEMENT ACCOUNT & FLEXIBLE SPENDING	7
<b>ARTICLE VIII</b>	<b>GROUP LIFE INSURANCE</b>	<b>8</b>
<b>ARTICLE IX</b>	<b>VACATIONS</b>	<b>8</b>
<b>ARTICLE VIII</b>	CALCULATION OF VACATION TIME	8
SECTION 9.2	TERMINATION OF EMPLOYMENT	9
SECTION 9.3	DEATH OF AN EMPLOYEE	9
SECTION 9.4	REQUESTS FOR VACATION	9
SECTION 9.5	CARRY OVER	10
SECTION 9.6	CHARGES AGAINST VACATION TIME	10
SECTION 9.7	LEAVE TIME	10
<b>ARTICLE X</b>	<b>SICK TIME</b>	<b>10</b>
SECTION 10.1	INCIDENTAL SICK DAYS	10

SECTION 10.2	ATTENDANCE INCENTIVE	11
SECTION 10.3	LONG TERM DISABILITY	12
<b>ARTICLE XI</b>	<b>PERSONAL LEAVE</b>	<b>12</b>
<b>ARTICLE XII</b>	<b>BEREAVEMENT</b>	<b>12</b>
<b>ARTICLE XIII</b>	<b>JURY DUTY</b>	<b>13</b>
<b>ARTICLE XIV</b>	<b>HOLIDAYS</b>	<b>13</b>
<b>ARTICLE XV</b>	<b>MATERNITY LEAVE &amp; FAMILY MEDICAL LEAVE</b>	<b>14</b>
SECTION 15.1	PAYMENT/LENGTH OF DISABILITY	14
SECTION 15.2	AUTHORIZATION OF EXIT DATE	14
SECTION 15.3	AUTHORIZATION OF RETURN DATE	14
SECTION 15.4	PAYMENT OF MATERNITY LEAVE	14
SECTION 15.5	FAMILY MEDICAL LEAVE	15
<b>ARTICLE XVI</b>	<b>MILITARY LEAVE</b>	<b>15</b>
SECTION 16.1	NEW YORK MILITARY LAW	15
SECTION 16.2	SCHEDULING	16
<b>ARTICLE XVII</b>	<b>RETIREMENT</b>	<b>16</b>
<b>ARTICLE XVIII</b>	<b>HOURS OF WORK – OVERTIME</b>	<b>16</b>
SECTION 18.1	WORK SCHEDULE	16
SECTION 18.2	OVERTIME PAYMENT	16
<b>ARTICLE XIX</b>	<b>ON-CALL PAY</b>	<b>17</b>
<b>ARTICLE XX</b>	<b>GRIEVANCE PROCEDURE</b>	<b>17</b>
SECTION 20.1	DEFINITION OF GRIEVANCE	17
SECTION 20.2	GENERAL GRIEVANCES	18
SECTION 20.3	TOWN GRIEVANCES	18
SECTION 20.4	TIME LIMITS	18
SECTION 20.5	GRIEVANCE STEPS	18
<b>ARTICLE XXI</b>	<b>ARBITRATION PROCEDURE</b>	<b>19</b>
SECTION 21.1	INTERPRETATION/APPLICATION	19
SECTION 21.2	TIME LIMITS	19
SECTION 21.3	ARBITRATOR SELECTION PROCESS	20
SECTION 21.4	JURISDICTION OF ARBITRATOR	20
SECTION 21.5	COST OF ARBITRATION	20
<b>ARTICLE XXII</b>	<b>DISCRIMINATION</b>	<b>20</b>
SECTION 22.1	DISCRIMINATION CLAUSE	20
SECTION 22.2	RIGHTS AND PRIVILEGES	21
SECTION 22.3	MANAGEMENT RIGHTS	21

<b>ARTICLE XXIII</b>	<b>DISCIPLINE</b>	<b>21</b>
SECTION 23.1	JUST CAUSE	21
SECTION 23.2	UNION REPRESENTATION	21
SECTION 23.3	NOTIFICATION TO UNION	21
SECTION 23.4	SUSPENSION/DISCHARGE	21
SECTION 23.5	APPLICABLE TO EMPLOYEES	21
SECTION 23.6	PROGRESSIVE DISCIPLINE	22
<b>ARTICLE XXIV</b>	<b>USE OF PERSONAL VEHICLES</b>	<b>22</b>
<b>ARTICLE XXV</b>	<b>SOCIAL SECURITY</b>	<b>22</b>
<b>ARTICLE XXVI</b>	<b>PRE-EMPLOYMENT PHYSICAL</b>	<b>22</b>
<b>ARTICLE XXVII</b>	<b>RESIDENCY REQUIREMENTS</b>	<b>22</b>
<b>ARTICLE XXVIII</b>	<b>STRIKES</b>	<b>22</b>
<b>ARTICLE XXIX</b>	<b>TERMINATION PAYMENT</b>	<b>22</b>
<b>ARTICLE XXX</b>	<b>TEMPORARY EMPLOYEES</b>	<b>23</b>
<b>ARTICLE XXXI</b>	<b>FATIGUE TIME</b>	<b>24</b>
<b>ARTICLE XXXII</b>	<b>WORK SHOES - HIGHER GRADE WORK – SAFETY MEASURES</b>	<b>24</b>
SECTION 32.1	WORK SHOES	24
SECTION 32.2	HIGHER GRADE WORK	24
SECTION 32.3	SAFETY MEASURES	25
<b>ARTICLE XXXIII</b>	<b>PRESERVATION OF UNIT WORK</b>	<b>25</b>
<b>ARTICLE XXXIV</b>	<b>457K PLAN</b>	<b>26</b>
<b>ARTICLE XXXV</b>	<b>DURATION - SCOPE OF AGREEMENT - FUTURE NEGOTIATIONS</b>	<b>26</b>
SECTION 35.1	DURATION	26
SECTION 35.2	SCOPE OF AGREEMENT	26
SECTION 35.3	FUTURE NEGOTIATIONS	26
<b>APPENDIX A</b>	<b>SIGNATURE PAGE</b>	<b>28</b>
<b>APPENDIX B</b>	<b>PAYROLL DEDUCTION AUTHORIZATION FOR ROADRUNNERS</b>	<b>29</b>
<b>APPENDIX C</b>	<b>2013 WAGE TABLE</b>	<b>30</b>
<b>APPENDIX D</b>	<b>2014 WAGE TABLE</b>	<b>31</b>
<b>APPENDIX E</b>	<b>2015 WAGE TABLE</b>	<b>32</b>
<b>APPENDIX F</b>	<b>2016 WAGE TABLE</b>	<b>33</b>
<b>APPENDIX G</b>	<b>OFF-STEP WAGE SCHEDULES 2013-2016</b>	<b>34</b>
	<b>CONSOLIDATION OF WAGE SCHEDULE POSITIONS</b>	<b>35</b>
<b>ADDENDUM</b>	<b>ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT – DPW ORGANIZATIONAL CHART</b>	<b>35</b>

## ARTICLE I- AGREEMENT

Local 1170 C.W.A., hereinafter referred to as the "**Union** ", and the Town Board of the Town of Henrietta, County of Monroe, State of New York, hereinafter referred to as the "**Town**", do hereby enter into the following agreement as of January 1, 2013.

## ARTICLE II- RECOGNITION

The Town recognizes the Union as the exclusive representative for all full-time employees (except those positions listed below who are excluded) to bargain collectively with the Town, and to enter into agreements with the Town with respect to rates of pay, wages, hours of employment, fringe benefits, and other conditions of employment.

The Town does, therefore, hereby recognize the Union as the exclusive bargaining representative of all full-time employees who are members of the bargaining unit, excluding those positions listed below for the purpose of collective bargaining with respect to grievances, wages, hours of employment, working conditions and other conditions of employment.

A full time employee is an employee who works an average of twenty or more hours a week over a twenty-six week period with the following exceptions:

1. Seasonal/Temporary employees as per Article 30, and
2. Part-Time employees who work on-call as wing persons during the winter season.

The following positions are excluded from the bargaining unit:

- Appointed Officials
- Assistant Assessor
- Assistant to the Finance Director
- Assistant Recreation Director
- Clerk(s) to the Town Justice(s)
- Court Administrator
- Deputy Director of Engineering/Planning
- Deputy Superintendent of Highways (One Position)
- Deputy Town Clerk and Receiver of Taxes and Assessments
- Safety and Training Officer (Per Settlement of PERB IPS #U-8847)
- Deputy Town Clerk (one position)
- Dep. Administrator for Utilities Services
- Elected Officials
- Fire Marshall/Building Inspector
- Junior Accountant (Director of Finance)
- Secretary to the Town Supervisor
- Town Department Heads

Where only a limited number of persons in a particular title are excluded from the unit, that person(s) shall be designated by the Town and the Town shall inform the Union of such.

## **ARTICLE III - UNION SECURITY AND CHECK OFF OF UNION DUES**

### **Section 3.1 - Union Security**

All new full-time employees hired by the Town shall, as a condition of employment, within thirty (30) days of employment, pay or tender to the Union an amount equal to the periodic union dues until the termination of this agreement.

1. Employees removed from the payroll for any reason shall as a condition of employment, within thirty (30) days after returning to the payroll, shall pay or tender to the Union an amount equal to the periodic Union dues until termination of this agreement.
2. Any employee may voluntarily authorize a payroll deduction by signing an authorization form for the Charity, Building Fund of the Union and Clothing Fund.
3. The employer may, at its discretion, deny an employee the right to future check-off if it becomes apparent that the employee is abusing the check-off privilege by entering or getting out of a specific check-off more than twice in any given calendar year.

### **Section 3.2 - Check Off of Union Dues**

1. Any employee covered by this agreement who is a member of the Union shall tender his or her membership dues to the Union by voluntarily signing the authorization for payroll deduction as per Appendix F.
2. The Town shall agree to deduct Union dues, and also deduct with the employee's authorization an open-end payroll deduction, with the exception of political contributions. The Union shall be responsible for distributing monies so deducted to different funds for which the authorization has been made. The amount deducted shall be remitted to the Union on a monthly basis.
3. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Town one (1) month prior to the effective date of the change.
4. The Union agrees to indemnify and hold the Town harmless from any and all manners of claim, demands, suits, actions, or other forms of liability, which may arise against it on the account of the deduction of Union dues or other deductions under this section and the paying over of the same to the Union in accordance with the provision thereof.

## **ARTICLE IV - UNION REPRESENTATIVES**

1. Within five (5) days after signing this agreement, and subsequently as changes occur, the Union shall notify the Town Supervisor or his/her designee in writing of the names of employees who have been selected as Union Officers or Stewards.
2. The Local President may be excused for up to ten (10) working days per year for the purpose of attending Union seminars and conferences; all other Union officers may be excused up to five (5) working days per year to attend Union seminars and conferences.

The cumulative time off under this article shall not exceed twenty-five (25) days per year. Requests for time off shall be made to the Department Head of the employee seeking time off. The Department Head may deny a request if the employee's absence would interfere with the service requirements of the department. Employees excused under the provision of this article shall be excused without pay.

## **ARTICLE V - PERMANENT TRANSFERS**

### **Section 5.1 - New Job Classification**

The job classification currently recognized by the Town and set forth in the Appendix A shall continue under this agreement. The Town may establish new classifications with wage ranges applicable thereto whenever it considers it to be necessary. The "Town", however, agrees to confer with the Union before establishing new job classifications or wage rates. Upon request, the Town will bargain the rate however the bargaining will not prevent the Town from implementing the initial rate.

### **Section 5.2 - Permanent Transfers Between Job Classifications**

1. When a job opening occurs in the competitive class job classifications, the normal procedure for the selection of candidates from an appropriate Civil Service eligibility list shall apply.
2. Whenever a job opening occurs in the labor or non-competitive job classifications, the following shall apply:
  - a. A notice of the opening shall be posted on all bulletin boards, stating the job classification, rate of pay, and the job requirements in order to qualify. Such posting shall be for a period of five (5) working days.
  - b. During this period, employees who wish to apply for the open position may do so. The application shall be in writing, and it shall be submitted to the Town Supervisor or his/her designee.
  - c. The Town shall fill such openings or vacancies from among those who have applied who meet the standards of the job requirements. If no employees who applied for the vacancies meet the job requirements the Town may select anyone, including non-employees, to fill the position.
  - d. Any employee selected in accordance with the procedure as set forth above shall undergo a trial period of minimum of (30) days, but not to exceed six (6) months. If management determines that the employee does not measure up to the requirements of the position, the employee shall be restored to his/her former classification.
  - e. Seniority shall prevail in matters of sick leave, vacation time, termination pay, assignments of overtime, call-outs, or assignments of "out-of-title" work.

- f. It is not intended that this provision as it relates to call-outs, out-of-title work, or overtime assignments, shall apply to any employee who is deemed to be in a trial period by virtue of a permanent transfer.
- g. In no event will the exercise of the employer's judgment under Section 5.2 Paragraph B of this article as to the merit and ability of an employee to perform a job be subject to the arbitration procedure herein.
- h. No employee will be transferred from one job to another for disciplinary reasons unless it is deemed that the transfer will prevent serious disruption of the work force effort, subject to the grievance and arbitration procedure.

**ARTICLE VI- WAGES**

**Section 6.1 -Job Classifications and Wage Rates**

The job classifications and wage rates assigned to each classification are attached hereto as Appendices E, F, G, H, and I. The placement of an employee within the rate structure assigned to each job classification shall be determined by the Town upon hiring. However all new employees will be placed on a step within the salary schedule.

**Section 6.2 - Wage Increases**

- 1. Effective January 1 of each of the years covered by this agreement, (2013, 2014, 2015, 2016) employees on Step 1 through Step 7 will have their wages and salary rates increased as shown in the chart below; and employees on Step 8 and above will have their wages and salary rates increased as shown in the chart below.

	<b>Effective Jan. 1, 2013</b>	<b>Effective Jan. 1, 2014</b>	<b>Effective Jan. 1, 2015</b>	<b>Effective Jan. 1, 2016</b>
	Increase over Dec. 31, 2012 rate	Increase over Dec. 31, 2013 rate	Increase over Dec. 31, 2014 rate	Increase over Dec. 31, 2015 rate
<b>Employees on Steps 1 through 7</b>	<b>1.5%</b> See Appendix E	<b>1.5%</b> See Appendix F	<b>1.5%</b> See Appendix G	<b>1.5%</b> See Appendix H
<b>Employees on Step 8 and above</b>	<b>2.0%</b> See Appendix I	<b>2.5%</b> See Appendix I	<b>2.5%</b> See Appendix I	<b>2.5%</b> See Appendix I

- 2. If the Cost of Living Index "W" (1982-1984 = 100) is over 4%, the Town will match 1% of the fraction thereof of any increase in the U.S. Government CPI-W Northeast Region (All Items) from Dec. 2013 to Dec. 2014 and each year thereafter of over 4%.
- 3. No eligible member shall suffer any loss of a progression increase due to the restructuring of the Wage Schedules.



### **Section 6.3 - Progression Increases**

1. Employees whose current anniversary dates fall between January 1 and June 30 and who are on Step 1 through Step 7 based on date of hire or promotion will receive one and one-half percent (1.5%) step increases effective April 1st of each year.
2. Employees whose current anniversary dates fall between July 1 and December 31 and who are on Step 1 through Step 7 based on date of hire or promotion will receive one and one-half percent (1.5%) step effective September 1st of each year.

### **Section 6.4 - Night Differential**

1. All employees who are assigned to work a shift between the hours of 3:00 P.M. and 12:00 midnight shall be paid forty cents (\$.40) per hour above their basic hourly rate.
2. All employees who are assigned to work a shift between the hours of 11:00 P.M. and 7:00 A.M. shall be paid fifty-five cents (\$.55) per hour above their basic hourly rate.
3. Shift differential shall not be paid in addition to call-out payment or overtime payment.

## **ARTICLE VII - HEALTH AND WELFARE**

### **Section 7.1 – Finger Lakes Municipal Health Insurance Trust Core Plan (Medical)**

1. For employees whose full-time employment with the Town was effective prior to June 1, 2003:
  - a. Through December 31, 2013, the Town will pay 100% of the cost of single, two-person, or family coverage under the Finger Lakes Municipal Health Insurance Trust Core Plan (Medical)
  - b. Effective January 1, 2014, the Town will pay 96% toward the monthly cost.
  - c. Effective January 1, 2015, the Town will pay 94% toward the monthly cost.
  - d. Effective January 1, 2016, the Town shall pay 92.5% toward the monthly cost; provided, however, that the employee contribution toward the cost of health insurance for 2016 shall not exceed the amount that is equal to 7.5% of the 2015 cost of health insurance multiplied by 112.5%.

By way of example, assuming for purposes of this example, that the monthly family premium for 2015 was \$1,600 and the monthly premium for such coverage for 2016 increased to \$1,850, the monthly employee contribution would be capped at \$135, calculated as follows: \$1,600 (monthly premium for 2015) x 112.5% (cap) x 7.50% (2016 contribution rate) = \$135

2. Employees whose full-time employment with the Town was effective June 1, 2003 or later will pay 15% of the cost of the monthly premium during their term of employment.
3. If an employee elects a more expensive plan offered by the Finger Lakes Municipal Health Insurance Trust, the Town contribution toward the cost of such plan shall be determined in accordance with paragraph 1.a,b,c or d; or 2 above, as applicable, and the employee will be responsible for payment of any premium over and above such amount.
4. Employees who elect not to participate in the Town's medical insurance coverage (and furnish proof of other medical insurance coverage) shall be permitted to "opt out" of the Town's coverage at the beginning of the plan year and will receive a cash payment of \$2,500. Any employee who has elected to "opt out" of the Town's medical insurance coverage may resume coverage during the open enrollment period, or change in family status.
  - a. An employee must have worked for the Town at least one (1) year prior to receiving the payment. The health care "opt out" will be paid at the end of the year, or on a pro-rated basis on the employee's departure from employment with the Town.
  - b. Employees who received an "opt out" payment for calendar year 2012 (Nathan Pogal, Darren Sossong, Daniel Sossong, and Kevin Wilson) will be eligible to receive an annual "opt out" payment in the same amount as the 2012 "opt out" payment, provided they continue to be employed, continue to "opt out" of such coverage, and there is no change in the coverage for which the employee would qualify (for example, if the 2012 "opt out" amount was based on eligibility for family coverage, such employee must continue to be eligible for family coverage).
5. If legislation is enacted for a National Health Care Plan during the term of this agreement, the Union and the Town agree to bargain on a new plan.

### **Section 7.2 - Dental Plan**

The Town's monthly contribution to dental coverage will be as shown in the table below:

	<b>Effective Jan. 1, 2013</b>	<b>Effective Jan. 1, 2014</b>	<b>Effective Jan. 1, 2015</b>	<b>Effective Jan. 1, 2016</b>
	<b>Town's monthly contribution to increase to: (increase in monthly contribution is \$1.75 each year of contract)</b>			
<b>Family Coverage</b>	<del>\$49.50</del>	\$51.25	<del>\$53.00</del>	\$54.75
<b>Single Coverage</b>	<del>\$28.75</del>	\$30.50	<del>\$32.25</del>	\$34.00

**Section 7.3 - Eye Care Vision Plan**

1. The Town's monthly contribution rate shall be:  
  
    \$18.75 for family coverage  
    \$12.85 for single coverage.
2. Any employee who operates a video display terminal 50% of their work week may participate in C.W.A's Visual Display Terminal Eye Care Plan, in addition to the regular Eye Care Plan.

**Section 7.4 – Retiree Health Insurance (up to Medicare eligibility)**

1. For employees who, after January 1, 2014, retire during the term of this Agreement and who have twenty-five (25) or more years of service with the Town immediately preceding the date of retirement and retire into the New York State Retirement System, the Town will contribute 80% of the cost of a single plan toward continued coverage under the Finger Lakes Municipal Health Insurance Trust Care Plan (Medical), up to the age of Medicare eligibility, with a yearly cap of \$5,500. Effective January 1, 2016, such cap shall be increased to \$6,000.
2. The Town and the Union recognize that current Union members Barbara Bresnan and Sam Correard will have less than 25 years of service with the Town when they reach retirement age but, nonetheless, agree that, if they are otherwise eligible for a retiree health insurance benefit, they will be allowed to participate in such benefit at the time of retirement. The Town and the Union also agree that this exception sets no precedent for any other current or future employee.
3. If an eligible retiree chooses to subscribe to two-person coverage, family coverage and/or a higher cost plan, the retiree will be obligated to pay the difference, if any, between the Town's contribution as set forth in the preceding paragraph and the total premium for the elected coverage. The retiree portion of the monthly health insurance premium payment must be submitted to the Town by check or money order and must be received by the Town by five o'clock (5:00) p.m. on the twentieth (20th) of each month to secure coverage for the following month. In the event payment is not received by the twentieth (20th) of the month, the Town will take the necessary steps to cancel the retiree's coverage.

**Section 7.5 – Health Reimbursement Account & Flexible Spending (formerly in 7.1 and 7.3)**

1. The Town will establish/maintain a HRA (Health Reimbursement Account) and contribute the following amounts for 2013:

Single plan	\$500.00
Two Person plan	\$750.00
Family plan	\$925.00

2. Effective January 1, 2014, the Town will contribute the following amounts annually to the HRA:

Single plan	\$350.00
Two Person plan	\$500.00
Family plan	\$600.00

3. In addition the Town will contribute the following amounts each year to the employee's HRA based on the number of years of service on January 1 of that year:

5 Years of Service	\$50.00
10 Years of Service	\$75.00
15 Years of Service	\$150.00
20 Years of Service	\$200.00
25 Years of Service	\$300.00

4. Any remaining balances in the employee's HRA roll over from year to year, and remain with the employee upon retirement or resignation, until the employee exhausts the account.
5. The Town will continue to offer a Pretax 125 Flexible Spending Plan for all employees.

### **ARTICLE VIII - GROUP LIFE INSURANCE**

1. The Town will provide to its employees, group life insurance, equal to the employee's yearly wage, rounded to the nearest \$1,000 (one thousand-dollars).
2. For employees who retire from the Town into the New York State Retirement System, the amount of insurance shall reduce 10% each January 1 after the date of retirement until the employee reaches a minimum amount of \$10,000.
3. Any employee removed from the payroll shall have the right to convert the Group Life to individual coverage.

### **ARTICLE IX - VACATIONS**

#### **Section 9.1 Calculation of Vacation Time**

1. Each regular full time employee of the Town Hall shall receive each year vacation with pay, based upon their scheduled hours per week.

For employees whose regular schedule is forty (40) hours per week, each day of vacation earned shall equal eight (8) hours. For employees whose regular schedule is thirty-five (35) hours per week, each day of vacation earned shall equal seven (7) hours.

2. As of January 1<sup>st</sup> of each year, each employee shall receive his/her vacation allotment for the number of years of service he/she will have completed by year-end of that same year.

Based Upon Completion of:	Days of Vacation Earned	# of hrs. for 40 hr. employee	# of hours for 35 hr. employee
1 Year of Service	10 days	80 hrs.	70 hrs.
2 Years' Service	11 days	88 hrs.	77 hrs.
3 Years' Service	12 days	96 hrs.	84 hrs.
4 Years' Service	13 days	104 hrs.	91 hrs.
5 Years' Service	14 days	112 hrs.	98 hrs.
6 Years' Service	15 days	120 hrs.	105 hrs.
8 Years' Service	16 days	128 hrs.	112 hrs.
10 Years' Service	17 days	136 hrs.	119 hrs.
12 Years' Service	18 days	144 hrs.	126 hrs.
14 Years' Service	19 days	152 hrs.	133 hrs.
16 Years' Service	20 days	160 hrs.	140 hrs.
18 Years' Service	21 days	168 hrs.	147 hrs.
20 Years' Service	22 days	176 hrs.	154 hrs.

3. The minimum vacation time an employee may take is as follows:

- a. An employee on a thirty-five (35) hour work week = three and one-half (3.5) hours minimum vacation time.
- b. An employee on a forty (40) hour work week= four (4) hours minimum vacation time.
- c. Employees who terminate their employment either voluntarily or involuntarily are entitled to receive payment for earned vacation time.
- d. Employees with less than one (1) year of service shall be allowed to take five (5) working days as vacation days after they have completed six (6) months service. The five (5) working days shall be counted as part of the ten (10) working days of vacation an employee is entitled to have during the second year of employment with the Town.

**Section 9.2 – Earned Vacation Pay Upon Termination of Employment**

Employees who have completed six (6) months of service with the Town shall receive earned vacation pay upon termination or resignation.

**Section 9.3 – Vacation Pay Paid to Estate Upon Death of an Employee**

Earned vacation pay shall be paid an employee's estate in the event of his/her death.

**Section 9.4 - Requests for Vacation**

1. Insofar as practical, vacations shall be granted according to the employee's request. However, in order to insure sufficient personnel to meet the operating requirements of the Town or a department thereof, the right to limit the number of employees who will be on vacation at any one time is reserved to the employee's department head.

2. Winter Vacation During the months of December, January, February, and March, one (1) employee of the Highway Department, with the approval of the Department Head, shall be given one (1) week vacation.

### **Section 9.5 - Carry Over of Vacation Time**

1. Employees may carry over up to five (5) days of vacation from one vacation year to the next. In no event may an employee accumulate more than five (5) days of carry over vacation.
2. Request to carryover vacation must be made at least one (1) month prior to December 31<sup>st</sup>.
3. The department head may refuse a request to carryover vacation if he believes that the carry over may affect the service requirements of the department.
4. Any employee on vacation who has a death in the immediate family shall be entitled to request that a maximum of three (3) vacation days be rescheduled. The rules and regulations of the Bereavement Article shall apply to this section.
5. STATEMENT OF INTENT: It is the Town's intention that no employee shall lose accrued vacation time due to the contractual limits on the amount of accrued vacation time that can be carried forward from one year to the next, where the Town's refusal to approve vacation time for operational reasons is the direct and immediate cause for the employee's inability to use accrued vacation.

### **Section 9.6 - Charges Against Vacation Time**

No charges against vacation time can be taken until completion of six (6) months of service.

### **Section 9.7 - Leave Time**

Vacation time shall accrue for all employees even if they are on leave.

## **ARTICLE X - SICK TIME**

### **Section 10.1 - Incidental Sick Days**

1. Sick leave shall be credited to each full time employee on January 1st of each year based on the number of years of service he/she will have completed by December 31<sup>st</sup> of that same year, as below:

Two years or less served	5 days
More than 2 years up to 3 years served	8 days
More than 3 years served	12 days
2. Incidental sick days will be granted at a maximum of twelve (12) days per year. Employees who, as of January 1, 1987 were eligible for a maximum of twenty (20) days sick leave per year, will receive twelve (12) paid sick days with the additional eight (8) days accrued for

pension purposes only. In addition, employees who, as of January 1, 1994 were eligible for a maximum of fifteen (15) paid sick days will receive twelve (12) paid sick days with the additional three (3) days accrued for pension purposes only.

3. Employees are to call in to a number to be assigned by the Town when unable to report to work:

Office personnel	8:45 – 9:15 a.m.
All others	15 minutes before starting time

Employees who fail to report more than one time in a calendar year as required by #3 above may be subject to progressive discipline. Employees without benefit time will not be paid for time not worked.

4. The Town reserves the right to require the employee to produce a doctor's certificate verifying the employee's illness. If the Town requires verification of an illness one (1) day or less in duration, the Town shall pay the cost, if any, incurred in obtaining the certificate.

Compensation time off must be substantiated by an acceptable doctor's certificate. This applies to compensation cases only.

5. If an employee, who is requested to do so, fails to produce satisfactory verification of illness, he/she shall not be entitled to holiday pay, as set forth in Article VI, if the day of the unverified illness is a normally scheduled work day immediately preceding or following a holiday.
6. Sick Leave is for doctor's appointments and illness only and shall not be abused. Abuse of sick leave may result in disciplinary action and possible discharge.
7. No charges against sick leave may be taken until completion of six (6) months of service.
8. All employees on the payroll January 1, 1979, shall be credited with the total number of unused sick time as of their next anniversary date. Upon termination or retirement, all unused incidental sick leave up to a maximum of one hundred sixty-five (165) days may be applied toward total service credit.
9. The use of sick leave to attend to and care for ill family members is permitted, but not to exceed five (5) days per year.

### **Section 10.2 - Attendance Incentive**

Employees who from January 1 to June 30 or from July 1 to December 31 have perfect attendance (**i.e. - no unpaid absence or use of sick leave**) will receive a bonus of one day's pay at their regular hourly rate of pay.

1. The term "unpaid absences" shall include unpaid incidents of tardiness, provided however, that no employee shall be considered ineligible for the attendance incentive if during the

six-month period upon which incentive eligibility is based that employee did not have more than 4 incidents of unpaid tardiness and the employee's total unpaid tardiness during that period was not more than 90 minutes.

2. Where an employee is absent or tardy due to unforeseen and extraordinary circumstances, the Town in its discretion may excuse such absence or tardiness and any excused absence or tardiness shall not be considered when determining whether that employee is eligible for attendance incentive.

### **Section 10.3 - Long Term Disability**

All incidental illness time shall be used before long term disability benefits start. The total long term disability coverage for full time employees shall be one hundred sixty-five (165) days. New employees must complete their probationary period prior to being eligible for long term disability.

### **ARTICLE XI- PERSONAL LEAVE**

All regular full time employees are entitled to time off to care for personal business.

1. Personal leave, in the amount of twenty-four (24) hours, shall be credited to employees each January 1 for all full time employees. These days may be used for religious observance, funerals, emergencies, or pressing personal obligations.
2. Employees must be full time for one hundred (100) days before any charge against personal leave is allowed.
3. Permission for time off must be requested in advance from the employee's Department Head.
4. The Town may not require knowing the purpose of the leave nor must the employee furnish the reason.
5. Unused personal leave shall be non-accruable upon completion of each year of service.
6. The minimum amount of time an employee can use for personal time off shall be one (1) hour.

### **ARTICLE XII- BEREAVEMENT**

All regular full-time employees will be granted four (4) work days leave with pay due to the death of the employee's husband, wife, significant-other residing in the same household, son, daughter, adopted child, mother, father, brother and sister.

Employees will be granted three (3) work days leave with pay due to the death of the employee's step-mother, step-father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother or grandfather.



## ARTICLE XIII - JURY DUTY

The Town supports the duty and responsibility each of us has in serving as a juror.

1. Any regular full-time employee who is called to serve as juror shall be granted up to two (2) weeks of duty with full pay, based on the employee's regular base pay.
2. Should the Jury Duty extend beyond the two (2) week period, employees shall receive compensation based on their regular base pay for the regularly scheduled hours, less any amounts received as juror's fees.
3. To receive compensation, an employee must furnish a certificate of earnings indicating the exact amount received and the dates for which payment was made.

## ARTICLE XIV – HOLIDAYS

1. The following days will be considered to be legal holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Half-Day On Christmas Eve  
(see #2 below)
- Christmas Day

	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
New Year's Day	Tues., Jan. 1	Wed., Jan. 1	Thurs., Jan. 1	Fri., Jan. 1
Martin Luther King Day	Mon., Jan. 21	Mon., Jan. 20	Mon., Jan. 19	Mon., Jan. 18
President's Day	Mon., Feb. 18	Mon., Feb. 17	Mon., Feb. 16	Mon., Feb. 15
Good Friday	Fri., March 29	Fri., April 18	Fri., April 3	Fri., March 25
Memorial Day	Mon., May 27	Mon., May 26	Mon., May 25	Mon., May 30
Independence Day	Thurs., July 4	Fri., July 4	<b>Fri., July 3</b>	Mon., July 4
Labor Day	Mon., Sept. 2	Mon., Sept. 1	Mon., Sept. 7	Mon., Sept. 5
Columbus Day	Mon., Oct. 14	Mon., Oct. 13	Mon., Oct. 12	Mon., Oct. 10
Thanksgiving Day	Thurs., Nov. 28	Thurs., Nov. 27	Thurs., Nov. 26	Thurs., Nov. 24
Friday after Thanksgiving Day	Fri., Nov. 29	Fri., Nov. 28	Fri., Nov. 27	Fri., Nov. 25
½ Day On Christmas Eve	Tues., Dec. 24	Wed., Dec. 24	Thurs., Dec. 24	Fri., Dec. 23
Christmas Day	Wed., Dec. 25	Thurs., Dec. 25	Fri., Dec. 25	Mon., Dec. 26

2. Bargaining unit employees designated by the Town shall receive Christmas Eve as a full day paid holiday. Employees not designated by the Town to receive Christmas Eve as a full day paid holiday shall receive the normal one-half (1/2) day paid holiday for the following New Year's Eve.
3. Holiday pay for observed holidays shall be computed on the basis of an employee's base hourly rate.

If holiday falls on Saturday, the paid holiday will be observed the day before, on Friday. If the holiday falls on a Sunday, the paid holiday will be observed the day after, on Monday.

If the holiday falls during an employee's vacation, he/she will be entitled to one (1) additional day off.

4. For all employees scheduled to work a holiday, the rate of pay shall be holiday pay, plus one and one-half (1-1/2) times the employee's regular rate for all hours worked.
5. Eligibility: Regular full time employees, at the time of the holiday, will be eligible for holiday pay. The employee must have worked the last work-day immediately preceding the holiday and the next work day immediately subsequent to the holiday in order to receive the above-mentioned benefits, unless prior approval is obtained.

## **ARTICLE XV - MATERNITY LEAVE & FAMILY MEDICAL LEAVE**

### **Section 15.1 - Payment/Length of Disability**

All unit employees who give birth or adopt a child shall be entitled to the following:

The employee shall receive full pay for the period of her disability.

The maternity leave shall not exceed one (1) year from the Exit Date. (See Section 15.2)

### **Section 15.2 Authorization of Exit Date**

The exit date for employees taking a maternity leave shall be determined solely by the employee's physical ability to perform her duties. Such date shall be established by the employee's physician. The Town shall be given reasonable notice of such dates.

### **Section 15.3 - Authorization of Return Date**

Notwithstanding the original term of the leave, the unit member may return to her employment duties after reasonable notice, at her option, after she has been physically judged able to so return. This determination shall be made by her physician.

### **Section 15.4 - Payment of Maternity Leave**

1. A pregnancy-related disability or normal childbirth shall be treated in the same manner as any other non-occupational disability in respect to sick leave benefits, except that pregnancy related disability shall be certified by the attending physician, prior to the payment of sick leave benefits to which the employee may be entitled.

2. Male employees shall be entitled to two (2) days of leave with pay at the time of birth or adoption.

### **Section 15.5 - Family Medical Leave**

1. The Town, consistent with the Family and Medical Leave Act, will provide a leave of absence in the following circumstances:
  - a. Child Care Leave - An employee who has worked for the Town for a minimum of one year and 1,250 hours in the preceding twelve (12) months, will be granted Child Care Leave up to a maximum of twelve (12) weeks during any twelve (12) month period, less any Medical Leave or Family Medical Leave taken during the same period, to care for a newborn child or one placed with the employee for adoption or foster care. Child Care Leave is only available and must be completed within twelve (12) months of the birth or placement.
  - b. Family Medical Leave - An employee who has worked for the Town for a minimum of one (1) year and 1,250 hours in the preceding twelve (12) months, will be granted Family Medical Leave up to a maximum of twelve (12) weeks during any twelve (12) month period, less any Medical Leave or Child Care Leave taken during the same period, to care for a child, spouse, or parent who has a serious health condition.
2. Employees must apply for a leave of absence, preferably at least thirty (30) days before the commencement of the leave. Although it may not be practical to apply for a Medical Leave in advance, the employee must apply for a leave as soon as possible. An employee who requests a leave of absence will be advised of the conditions upon which the leave will be granted, including any requirement to provide medical certification to support the leave request. The amount of unused leave available to the employee is calculated using the preceding twelve (12) month period from the date the employee commences the leave of absence.
3. The Town shall require an employee to use his/her accrued sick days during a Medical Leave. The Town shall require an employee to use his/her accrued vacation, sick days, and personal days during a Family Medical Leave or Child Care Leave. An employee with three or more years of service shall receive his/her regular base pay during an approved Medical Leave of Absence reduced by any other benefits or payments available to the employee.
4. A leave of absence granted under this Article shall run concurrently with statutorily required leaves of absence.

## **ARTICLE XVI - MILITARY LEAVE**

### **Section 16.1 New York Military Law**

Military leave, including temporary military leave, shall be granted to Town employees in accordance with Section 242 and 243 of the New York State Military Law.

## **Section 16.2 - Scheduling**

Military leave time does not have to be scheduled during vacation, sick leave, or personal leave time.

## **ARTICLE XVII - RETIREMENT**

The Town of Henrietta employees covered by this agreement are eligible for membership in the New York State Employees Retirement System. The benefits provided include death and disability benefits in addition to one of several service retirement benefits.

### **The Retirement Plans Mandatory by State Law:**

- Tier One      New employees hired previous to July 1, 1973, which may include persons making voluntary contributions.
- Tier Two      Employees hired July 1, 1973 to July 26, 1976 – non-contributory plan
- Tier Three     Employees hired July 27, 1976 to August 31, 1983 - 3% contributory plan for statutory number of years.
- Tier Four:    Employees hired September 1, 1983 – to December 31, 2009 - 3% contributory plan for statutory number of years.
- Tier Five:    Employees hired January 1, 2010 through March 31, 2012 – 3% contributory plan for length of employment.
- Tier Six:     Employees hired April 1, 2012 or after. Contribution rate varies from 3% to 6% based on yearly earnings.

Visit <http://www.osc.state.ny.us/retire/> for more information.

## **ARTICLE XVIII - HOURS OF WORK – OVERTIME**

### **Section 18.1- Work Schedule**

1. For all office clerical employees, the work week shall be Mon. through Friday, from 9:00 a.m. to 5:00 p.m. with one (1) hour for lunch. The work week shall be thirty-five (35) hours.
2. For all non-office employees and full time positions that are listed under the Department of Public Works, the work week shall be eight (8) hours a day Mon. through Friday. The work week shall be forty (40) hours per week. The lunch hour will be mutually agreed to between the Union and the Town.
3. For all salaried non-exempt employees, the work week shall be 9:00 a.m. to 5:00 p.m., Mon. through Friday, with one (1) hour lunch.

### **Section 18.2 Overtime Payment**

1. When all office clerical employees and all salaried non-exempt employees must work in excess of the normal work week, compensatory time off shall be granted. If accrued

compensatory time is not used by December 31 of the year accumulated, the Town will pay for all unused compensatory time, or the employee may elect to carry the hours over.

2. All hours worked past forty (40) hours shall be paid at the rate of time and one-half (1.5) the employee's base rate.
3. Time and one-half (1-1/2) an employee's regular base rate shall be paid to an employee who works in excess of eight (8) hours per day.
4. All approved absences shall be included as time worked for overtime purposes.
5. No part time employee will work beyond their scheduled tour, until all regular full time employees have been asked to work overtime.
6. All full time employees will not receive the one-hour fatigue time when covering the second shift dispatcher's shift, if they worked just their normal work schedule that same day.

This does not apply to the Highway Department in the case of an emergency.

## **ARTICLE XIX ON-CALL PAY**

1. Employees who are regularly scheduled to work 40 hours per week and are periodically required to perform on-call duty shall be paid \$25 per month for each month in which they are designated by the Town to perform on-call duty. Designated "on-call" employees shall be obligated to advise the Town how they may be contacted outside their normal working hours and shall be available and obligated to report for work upon request of the Town.

This provision shall apply only to the Highway, Parks, & Facilities, Sewer Department and Drainage Department.

2. Payment of on-call compensation shall be made twice a year; in the first pay period of May and in the first pay period of November for on-call duty performed in the preceding six (6) months. Payments shall be made by separate check.
3. Employees called in to work outside normal working hours shall receive one hour of pay at time and one-half for work performed of one hour or less, plus one-half hour of travel pay.
4. For work that exceeds one hour, employees called in will be paid a minimum of four and one-half hours at time and one-half for all hours worked up to four hours.

## **ARTICLE XX - GRIEVANCE PROCEDURE**

### **Section 20.1 - Definition of Grievance**

A grievance is a complaint that an employee or a group of employees have in any manner been treated unfairly or unjustly by the Town or a dispute between the parties over the interpretation or application of the provisions of this collective bargaining agreement.

## **Section 20.2 - General Grievances**

Grievances involving a similar number of employees having substantially the same grievances shall be considered as a general grievance and shall be signed by the Union President or his/her designee and submitted in writing as a Second Step Grievance to the Director of Personnel within thirty (30) working days from the date of the incident on which the grievance is based.

## **Section 20.3 Town Grievances**

If the Town shall have any grievance with the Union, such grievance shall be signed by the Director of Personnel and submitted in writing to the Union President as a Third Step Grievance.

## **Section 20.4 Time Limits**

1. Time limits for presenting grievances shall be strictly applied, and unless waived in writing by both parties, failure to adhere to the time limits contained herein shall prevent any further discussion of the grievance or its being processed to a higher level of the Grievance Procedure.
2. Failure to reply to a grievance within the time limits specified herein shall be considered as an unsatisfactory settlement under this Article and the grieving party may proceed to the next step of the Grievance Procedure.

## **Section 20.5 - Grievance Steps**

1. Step I - An aggrieved employee or a duly designated Union representative shall initiate and present grievances to the aggrieved employee's Department Head. Such grievances (other than grievances involving the discharge or suspension of an employee) shall be in writing and shall be presented within thirty (30) working days from the date of the incident on which the grievance is based. Grievances involving the discharge or suspension of an employee shall be presented in writing within fifteen (15) days of the Union's receipt of written notice of the discharge or suspension. The Department Head shall respond in writing to the grievance within five (5) working days of its presentation,
2. Step II- If the grievance is not satisfactorily resolved at Step I, the Union President or his/her designee shall present the grievance in writing to the Director of Personnel. . Second Step Grievances shall be presented within five (5) working days of receipt of the First Step Answer. The Director of Personnel shall have five (5) working days to respond in writing to a Second Step Grievance.
3. Step III - Grievances not satisfactorily resolved at Step II may be presented to Step III. Such grievances shall be in writing, signed by the Union President or his/her designee and shall be presented to the Town Supervisor within five (5) working days of receipt of the Town's Step II Grievance Answer. Response to the Third Step Grievance shall be in writing and shall be made within ten (10) days of receipt of the grievance.

4. Grievance Meetings - Upon written request from the Town or the Union, the appropriate Town and Union representatives shall endeavor to meet personally at each step of the grievance procedure to consider the grievance. The failure or inability of the Town and Union representatives to meet within the time limits for presenting and appealing grievances; however, shall not extend those time limits. (Unless mutually waived as stipulated to in Section 20.4.1).
5. Use of Mail, E-Mail and FAX - A grievance will be considered timely at each step of the grievance procedure if it is mailed to the appropriate person within the time limits established by the Contract. In other, date of mailing will be considered date of service. The Town's time to respond to a grievance sent by mail shall not begin to run until the Town has actually received the grievance. Grievances may also be presented by e-mail or by FAX during normal business hours.
6. The Town's response to a grievance shall be considered timely if mailed to the Union within the time limits established by the labor agreement. The Union's time to answer a response sent by mail shall not begin to run until the Union has actually received the response. The Town also may serve its response to a grievance by e-mail or by FAX during normal business hours.

## **ARTICLE XXI ARBITRATION PROCEDURE**

### **Section 21.1 – Interpretation/Application**

1. Grievances involving the interpretation or application of this collective bargaining agreement (except as otherwise provided herein) and which have not been satisfactorily resolved at the Third Step of the Grievance Procedure, may be submitted to Arbitration by either party.
2. Grievances involving a complaint that an employee or group of employees has in any manner been treated unfairly or unjustly shall not be arbitrable except to the extent that such grievance involves the interpretation or application of one or more specific provisions of this agreement or disciplinary actions including suspensions, demotions, dismissals as outlined in Article XXII.
3. Neither the fact that Town employee has consulted the EAP provider nor the substance or record of the communications between the Town employee and the EAP provider shall be admissible in any arbitration proceeding brought under the terms of this agreement. Conversely, Town employees who consult the EAP provider shall not be insulated from discipline or discharge.
4. Nothing contained herein shall be construed to prohibit the Town from advising an employee of the EAP program.

### **Section 21.2 - Time Limits**

1. The party seeking arbitration shall, within thirty (30) working days of the completion of Step III of the Grievance Procedure, present to the Town Supervisor or his/her designated representative, written notice of its intent to proceed to arbitration and shall simultaneously

forward a copy of that notice to the New York State Public Employment Relations Board with a written request for arbitration, requesting a panel of seven (7) names of arbitrators from Central and Western New York, to be submitted to both parties to the dispute, according to PERB's Rules of Procedure.

2. The written request for arbitration shall comply in all respects with PERB's rules concerning the content and service of such requests. If a timely request for arbitration is not presented the grievance shall be considered closed and may not be submitted to arbitration. Disputes concerning the application of this limit shall be subject to arbitration.

### **Section 21.3 - Arbitrator Selection Process**

1. The parties shall select an arbitrator from the list or lists provided by PERB and shall adhere to the PERB procedure for arbitrator selection.
2. Each party to the dispute shall be allowed to request a maximum of one additional list should the initial list be unsatisfactorily to either party.

### **Section 21.4 - Jurisdiction of Arbitrator**

1. The jurisdiction of the arbitrator shall be limited to the adjudication of grievances submitted to him. The arbitrator shall have no authority to arbitrate away in whole or in part or to add to, subtract from, or modify, vary or disregard any provisions of this Agreement.
2. Nothing herein shall be construed to allow the arbitrator to usurp or otherwise derogate from the power and authority given by law to the Town Board except as provided in this Agreement. The decision of the arbitrator shall be final and binding on the parties and enforceable in a court of law.

### **Section 21.5 - Cost of Arbitration**

1. Compensation and expenses of the arbitrator and the general expense of arbitration shall be shared equally by the parties.
2. Each party shall bear the expenses of its own representatives and witnesses.

## **ARTICLE XXII DISCRIMINATION**

### **Section 22.1 - Discrimination Clause**

Both the Town and the Union support all Federal, State, and Local Laws and Regulations prohibiting discrimination on the basis of race, creed, color, sex, age, or national origin in regard to equal employment opportunity.



## **Section 22.2 - Rights and Privileges**

All rights and privileges now and existing and not specifically altered, amended, or deleted by this Agreement shall continue with the same effect as if this agreement had not been executed.

No employee shall in any way suffer any reduction in wages or benefits due to the enactment of this Contract.

## **Section 22.3 - Management Rights**

The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the employer and the exercise thereof in regard to the operation of its work and business and the direction of its work force, which have not been specifically abridged, deleted, delegated, or modified by this Agreement, are and shall remain exclusively those of the employer.

# **ARTICLE XXIII - DISCIPLINE**

## **Section 23.1 - Just Cause**

Employees shall not be discharged, suspended, disciplined or fined except for just cause.

## **Section 23.2 - Union Representation**

An employee who so requests it shall be entitled to Union representation during any investigation or interrogation which he or she believes will result in disciplinary action. The employee shall be advised in writing of his/her right to the Union representation as set forth herein.

## **Section 23.3 - Notification to Union**

The Town shall immediately notify the Union in writing if any employee is discharged, suspended, or demoted even if the employee has not requested Union representation during the investigation or interrogation which led up to the discharge, suspension, or demotion.

## **Section 23.4 - Suspension/Discharge**

Any disciplinary action or measure imposed upon an employee shall be subject to the Grievance and Arbitration Procedures as set forth in Article XX and XXI. Grievances involving the discharge or suspension of any employee shall be presented within fifteen (15) days of the Union's receipt of written notice of the discharge or suspension.

## **Section 23.5 - Applicable to Employees**

The Disciplinary, Grievance, and Arbitration procedures provided for herein shall apply to all employees covered by the Agreement and shall be in lieu of the procedure specified in Sections 75 and 76 of the Civil Service Law.

## **Section 23.6 - Progressive Discipline**

Recognizing that poor employee attendance disrupts the workplace, delays the provision of services to the Town's residents, and burdens the Town and its employees, the parties commit themselves to rectifying attendance problems (which shall include an unacceptable level of absences or incidents or tardiness) through progressive discipline. The Town may use progressive discipline for just cause.

## **ARTICLE XXIV - USE OF PERSONAL VEHICLES**

Employees who receive authorization from their Department Heads to use their private vehicle for Town business shall be reimbursed by the Town at the rate set by the Town Board at the annual Organizational Meeting.

## **ARTICLE XXV - SOCIAL SECURITY**

The Town and the Union mutually agree that if the Town undertakes a program to delete or replace Social Security now in effect, that any change, deletion, or replacement will become a subject for immediate negotiations. Any deletion, replacement or change shall not become effective until mutually agreed to by the Town and the Union, and shall be reduced to writing, and become part of this Agreement.

## **ARTICLE XXVI- PRE-EMPLOYMENT PHYSICAL**

The Town shall pay for any pre-employment physical.

## **ARTICLE XXVII RESIDENCY REQUIREMENTS**

Employees covered by this Agreement shall abide by the residency requirements as set forth in the laws of the State of New York.

## **ARTICLE XXIII - STRIKES**

During the life of this Agreement, no employee shall engage in any work stoppage, slow-down, strike, sympathy strike, or any interference with the operation of the Town.

## **ARTICLE XXIX - TERMINATION PAYMENT**

1. Any employee laid off because of the need for a reduction of the work force shall be paid at the termination of employment a termination allowance based on years of service with the Town. Service shall be the total time period an employee has been on the Town payroll as a full-time employee.
  - a. After one (1) year of service with the Town, one (1) week's pay for each year or fraction thereof, up to five years or fraction thereof.
  - b. Two (2) weeks' pay for each year or fraction thereof of service from six (6) years to ten (10) years or fraction thereof.

- c. Three (3) weeks' pay for each year or fraction thereof of seniority from eleven (11) years or fraction thereof and all years of service thereafter.
2. Any reduction of Competitive employees shall be consistent with Section 80 and 81 of Civil Service Law.
3. In the event of a reduction in the work force, the employees being laid off shall receive fourteen (14) calendar days' notice.
4. Employees in the Non-Competitive or Labor Class who are laid off, whose full time positions are abolished, or who are displaced due to a transfer by an employee with greater seniority, the employee shall have recall rights with the Town for one (1) year to a position he/she is qualified to perform subject to the grievance and arbitration procedure.
5. In the event of a reduction in force, no full time employee will be laid off until all part-time employees in the Town who are in the same or similar job classification that the full time employee is qualified to perform are laid off.
6. In the event of a reduction of force:
  - a. Employees to be laid off shall be by inverse seniority,
  - b. Employees subject to layoff shall be offered a transfer to another job he/she is qualified to perform for the Town, providing the laid off employee possesses greater seniority than the employee to be displaced.
7. In the event an employee has exercised his/her seniority to displace an employee in another department, he/she will have first preference of transferring back to his/her original job/department before any person from outside the Bargaining Unit is hired.
8. Any openings to be filled after said restorations have been made, shall be filled by any persons, by seniority, who were laid off and are qualified to perform the necessary job functions.

### **ARTICLE XXX - TEMPORARY EMPLOYEES**

1. The Town agrees that temporary employees will not be utilized to replace permanent employees, and when temporary employees are utilized by the Town, the length of time shall not exceed six (6) months in a twelve (12) month consecutive period. The six (6) month restriction may be extended mutually by the Union and the Town.
2. The Town agrees to provide the Union with a list of all regular part-time, temporary and/or seasonal employees by the third Friday in July and the third Friday in January of each year. The list shall indicate the employee's job title, date of hire, and shall provide a summary of the hours which that employee worked during the preceding six months.

## **ARTICLE XXXI FATIGUE TIME**

Fatigue time is time not worked as outlined below during a regularly scheduled tour, but for which payment is made. The purpose of fatigue time is to insure sufficient rest time to employees for the sake of health and safety. Pay for fatigue time shall be based on the employee's base rate of pay, including night differential if applicable.

1. Fatigue time will be paid when an employee works fourteen (14) consecutive hours, the employee will be given fatigue time for every two (2) hours or fraction thereof. Fatigue time shall be granted in the following manner: For each two (2) hours or fraction thereof over fourteen (14) hours, the employee shall receive one (1) hour fatigue time.
2. If because of an emergency the employee cannot be released from work, the employee shall be paid at regular basic rate, plus night differential if applicable, plus one (1) time the basic rate until the employee can be released for at least four (4) consecutive hours.

## **ARTICLE XXXII - WORK SHOES - HIGHER GRADE WORK – SAFETY MEASURES**

### **Section 32.1 Work Shoes**

Employees of the Highway, Parks and Facilities, Utilities and Drainage Departments will be allowed \$100 per year for safety shoes that meet OSHA standards and the approval of the Director of Safety.

### **Section 32.2 - Higher Grade Work**

1. When the Town uses a lower paid employee in the Highway, Utilities, Recreation, Parks and Facilities, or Drainage Departments to perform higher graded work, the employee selected shall be by seniority.
2. The employee selected shall work eight (8) hours at no increase in pay. After eight (8) hours work in the higher classification, the employee will receive the higher rate of pay for performing the higher graded work for only the hours performed in that work.
3. After sixteen hundred (1600) hours have been accumulated of performing higher rated work by lower craft, the Town shall permanently promote to the higher rated classification the senior qualified employee.
4. Selection of employees to perform higher rated work shall be by seniority and qualification.
5. No employee shall be required to assume the duties of a higher classification, except when directed in writing by the department head, setting forth the commencement date of the out-of-title assignment.
6. Out-of-title pay shall correspond to the salary step in the higher title which is immediately above the salary being received by the employee in his/her permanent classification. In no event shall this out-of-title pay be for less than five percent (5%) more than the employee's current rate of pay in his/her permanent classification.

7. When a lower level employee is needed to perform a higher graded work level during a non-scheduled emergency occurrence on an already scheduled assigned crew, the Town shall have the right to select the senior qualified employee on said crew to perform the necessary higher grade work until such time that a qualified more senior lower paid employee within the department can be assigned to the higher graded work. The selection of the most senior qualified employee to replace the original assigned person in this non-scheduled emergency shall take effect, if necessary, with the beginning of the next scheduled shift when the need for out-of-title has arisen.

### **Section 32.3 - Safety Measures**

The Town shall provide either the present safety vest or the belt type vest to all employees of the Recreation, Highway, Utilities, Drainage and Parks & Facilities Departments.

As a safety measure, the Town will install safety screens in all vans, excluding recreation.

### **ARTICLE XXXIII- PRESERVATION OF UNIT WORK**

1. Recognizing the Town's interest in providing efficient and competent services to its constituents and the Union's interest in preserving the jobs of its members, the parties agree that the future transfer or allocation of that work:
  - a. is necessary to respond to an emergency need for services, or
  - b. will not result in the layoff or involuntary transfer of any bargaining unit employee, will not diminish the regular pay and fringe benefits of any bargaining unit employee, and will not unreasonably reduce the amount of overtime work assigned to current unit employees.
2. If the Town has available equipment and qualified bargaining unit employees to perform work that otherwise would be assigned to private entities, without adding unreasonably to the overtime worked on an annual basis by these Town employees, and if using Town employees to perform the work in question will not adversely affect the performance of other duties and responsibilities assigned to these Town employees, the Town agrees that it will not subcontract the work in question to private entities, except to respond to an emergency need for services or by mutual agreement with the Union.
3. Where the Town is contemplating subcontracting or assignment of work to private entities in non-emergency situations, it will notify the Union of its intentions and, upon request, will meet with the Union to discuss whether such subcontracting is permissible under this article. If the Town and the Union are unable to agree whether or not the contemplated subcontracting or assignment of work is permissible under this article, within ten business days of the Town's notice to the Union of its intent to consider subcontracting or assignment of work to a private entity, then this matter shall be referred immediately to arbitration before Arbitrators Donald Cullen, James Gross, or Howard Foster, Jr. The arbitrator who is able to provide the parties with the first available date for arbitration shall be appointed. The arbitrator's authority shall be limited to determining whether the proposed subcontracting or assignment of work to private entities is permissible under this

article. The arbitrator's decision shall be issued within 10 business days of the close of the arbitration hearing and shall be final and binding on the parties. Absent an emergency, it is understood that the work at issue will not be assigned to a private entity before receipt of the arbitrator's decision.

4. Except as expressly provided in this article, the restrictions of this article shall not apply to work which previously has not been regularly performed by bargaining unit employees and shall not affect the timely use of part-time, temporary, or seasonal employees as permitted under the labor agreement between the Town and the Union.
5. This Agreement shall operate prospectively and shall not alter or affect any existing arrangements, contracts, or practices regarding past or current assignments of work to private entities.
6. The Union, once it has been provided with all pertinent information, agrees it will continue to be reasonable in its decisions concerning the use of outside contractors.

#### **ARTICLE XXXIV – 457K PLAN**

The Town agrees to continue to facilitate availability of a 457K Plan (Deferred Compensation) and shall allow employees covered by this Agreement to participate in this plan. The Town, however, shall not be obligated to make contributions to the plan or be responsible or liable for the administration of the Plan.

#### **ARTICLE XXXV**

##### **DURATION – SCOPE OF AGREEMENT – FUTURE NEGOTIATIONS**

###### **Section 35.1 – Duration**

The term of this Agreement shall be effective January 1, 2013 and shall end on December 31, 2016.

###### **Section 35.2 – Scope of Agreement**

This agreement may be modified or amended during the term of this Agreement, if mutually agreed to by both the Union and the Town.

Either party may notify intent to modify or amend this Agreement by mutual agreement of the Town and the Union.

###### **Section 35.3 – Future Negotiations**

The parties mutually agree that negotiations for the 2017 contract will commence by September 1, 2016. In the event that the parties do not agree to a new contract by December 31, 2016, then all conditions and terms of this contract shall remain in full force and in effect until a new contract is signed by and between the parties hereto.

Note regarding reformatting of CBA document:

*As part of this agreement, it is noted that in the preparation of this document, articles have been reorganized or reformatted because the Town and the Union mutually agreed that these changes would improve the document as a resource for both the Town and the Town's employees. None of those modifications represent a change in the intent of what was agreed to by the parties during the course of negotiations resulting in this agreement.*

## APPENDIX C

### 2013 WAGE TABLE

Group	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Clerk IV-C Laborer B	11.61	11.78	11.96	12.14	12.32	12.50	12.69	12.88
2	Clerk Typist B Clerk IV-B Receptionist w/ Typing	12.60	12.79	12.98	13.17	13.37	13.57	13.77	13.98
3	Clerk IV-A Clerk Typist A	13.32	13.52	13.72	13.93	14.14	14.35	14.57	14.79
4	Grd.Eqp.Oper. Clerk III Clerk III w/typing Laborer A Drafting Tech	14.52	14.74	14.96	15.18	15.41	15.64	15.87	16.11
5	Clerk II w/ typing Clerk II	15.85	16.09	16.33	16.58	16.83	17.08	17.34	17.60
6	Secretary I M.E.O. Dispatcher Assist. Engineer Maint. Mech. III	17.61	17.87	18.14	18.41	18.69	18.97	19.25	19.54
7	Auto Mechanic Maint. Mech. II Sr. M.E.O. I	19.63	19.92	20.22	20.52	20.83	21.14	21.46	21.78
8	Rec. Supervisor Asst. Bldg. Insp.	19.97	20.27	20.58	20.89	21.20	21.52	21.84	22.17
9	Labor Foreman	21.64	21.96	22.29	22.62	22.96	23.30	23.65	24.00
10	Sr. Rec. Supervisor	23.45	23.80	24.16	24.52	24.89	25.26	25.64	26.03
11	Jr. Engineer	23.22	23.57	23.92	24.28	24.64	25.01	25.39	25.77
12	Eng. Insp. Sr. Labor Foreman Admin. Asst.	22.49	22.83	23.17	23.52	23.87	24.23	24.59	24.96
13	Foreman of Roads	24.92	25.29	25.67	26.06	26.45	26.85	27.25	27.66
14	Fleet Maint. Sup.	25.88	26.27	26.66	27.06	27.47	27.88	28.30	28.72



**APPENDIX D**  
**2014 WAGE TABLE**

<u>Group</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1	Clerk IV-C Laborer B	11.78	11.96	12.14	12.32	12.50	12.69	12.88	13.07
2	Clerk Typist B Clerk IV-B Receptionist w/ Typing	12.79	12.98	13.17	13.37	13.57	13.77	13.98	14.19
3	Clerk IV-A Clerk Typist A	13.52	13.72	13.93	14.14	14.35	14.57	14.79	15.01
4	Grd.Eqp.Oper. Clerk III Clerk III w/typing Laborer A Drafting Tech	14.74	14.96	15.18	15.41	15.64	15.87	16.11	16.35
5	Clerk II w/ typing Clerk II	16.09	16.33	16.58	16.83	17.08	17.34	17.60	17.86
6	Secretary I M.E.O. Dispatcher Assist. Engineer Maint. Mech. III	17.87	18.14	18.41	18.69	18.97	19.25	19.54	19.83
7	Auto Mechanic Maint. Mech. II Sr. M.E.O. I	19.92	20.22	20.52	20.83	21.14	21.46	21.78	22.11
8	Rec. Supervisor Asst. Bldg. Insp.	20.27	20.58	20.89	21.20	21.52	21.84	22.17	22.50
9	Labor Foreman	21.96	22.29	22.62	22.96	23.30	23.65	24.00	24.36
10	Sr. Rec. Supervisor	23.80	24.16	24.52	24.89	25.26	25.64	26.03	26.42
11	Jr. Engineer	23.57	23.92	24.28	24.64	25.01	25.39	25.77	26.16
12	Eng. Insp. Sr. Labor Foreman Admin. Asst.	22.83	23.17	23.52	23.87	24.23	24.59	24.96	25.33
13	Foreman of Roads	25.29	25.67	26.06	26.45	26.85	27.25	27.66	28.07
14	Fleet Maint. Sup.	26.27	26.66	27.06	27.47	27.88	28.30	28.72	29.15

**APPENDIX E**  
**2015 WAGE TABLE**

<u>Group</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1	Clerk IV-C Laborer B	11.96	12.14	12.32	12.50	12.69	12.88	13.07	13.27
2	Clerk Typist B Clerk IV-B Receptionist w/ Typing	12.98	13.17	13.37	13.57	13.77	13.98	14.19	14.40
3	Clerk IV-A Clerk Typist A	13.72	13.93	14.14	14.35	14.57	14.79	15.01	15.24
4	Grd.Eqp.Oper. Clerk III Clerk III w/typing Laborer A Drafting Tech	14.96	15.18	15.41	15.64	15.87	16.11	16.35	16.60
5	Clerk II w/ typing Clerk II	16.33	16.58	16.83	17.08	17.34	17.60	17.86	18.13
6	Secretary I M.E.O. Dispatcher Assist. Engineer Maint. Mech. III	18.14	18.41	18.69	18.97	19.25	19.54	19.83	20.13
7	Auto Mechanic Maint. Mech. II Sr. M.E.O. I	20.22	20.52	20.83	21.14	21.46	21.78	22.11	22.44
8	Rec. Supervisor Asst. Bldg. Insp.	20.58	20.89	21.20	21.52	21.84	22.17	22.50	22.84
9	Labor Foreman	22.29	22.62	22.96	23.30	23.65	24.00	24.36	24.73
10	Sr. Rec. Supervisor	24.16	24.52	24.89	25.26	25.64	26.03	26.42	26.81
11	Jr. Engineer	23.92	24.28	24.64	25.01	25.39	25.77	26.16	26.55
12	Eng. Insp. Sr. Labor Foreman Admin. Asst.	23.17	23.52	23.87	24.23	24.59	24.96	25.33	25.71
13	Foreman of Roads	25.67	26.06	26.45	26.85	27.25	27.66	28.07	28.49
14	Fleet Maint. Sup.	26.66	27.06	27.47	27.88	28.30	28.72	29.15	29.59

**APPENDIX F**  
**2016 WAGE TABLE**

<u>Group</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
1	Clerk IV-C Laborer B	12.14	12.32	12.50	12.69	12.88	13.07	13.27	13.47
2	Clerk Typist B Clerk IV-B Receptionist w/ Typing	12.98	13.17	13.37	13.57	13.77	13.98	14.19	14.40
3	Clerk IV-A Clerk Typist A	13.93	14.14	14.35	14.57	14.79	15.01	15.24	15.47
4	Grd.Eqp.Oper. Clerk III Clerk III w/typing Laborer A Drafting Tech	15.18	15.41	15.64	15.87	16.11	16.35	16.60	16.85
5	Clerk II w/ typing Clerk II	16.33	16.58	16.83	17.08	17.34	17.60	17.86	18.13
6	Secretary I M.E.O. Dispatcher Assist. Engineer Maint. Mech. III	18.41	18.69	18.97	19.25	19.54	19.83	20.13	20.43
7	Auto Mechanic Maint. Mech. II Sr. M.E.O. I	20.52	20.83	21.14	21.46	21.78	22.11	22.44	22.78
8	Rec. Supervisor Asst. Bldg. Insp.	20.89	21.20	21.52	21.84	22.17	22.50	22.84	23.18
9	Labor Foreman	22.62	22.96	23.30	23.65	24.00	24.36	24.73	25.10
10	Sr. Rec. Supervisor	24.52	24.89	25.26	25.64	26.03	26.42	26.81	27.22
11	Jr. Engineer	24.28	24.64	25.01	25.39	25.77	26.16	26.55	26.95
12	Eng. Insp. Sr. Labor Foreman Admin. Asst.	23.52	23.87	24.23	24.59	24.96	25.33	25.71	26.10
13	Foreman of Roads	26.06	26.45	26.85	27.25	27.66	28.07	28.49	28.92
14	Fleet Maint. Sup.	27.06	27.47	27.88	28.30	28.72	29.15	29.59	30.03

APPENDIX B

PAYROLL DEDUCTION AUTHORIZATION FOR ROADRUNNERS

---

Last Name	First Initial	Location
-----------	---------------	----------

---

Address

**To: The Town Board of Henrietta, NY**

Pursuant to Chapter 392, Laws of 1967, I hereby designate tube Roadrunners Association affiliated with the C.W.A. Local 1170 for the purpose of Collective Bargaining, to deduct from my salary and transmit to the Association the dues as certified by the Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Town Board and all its officers from any liability therefore. I revoke all instruments, if any, heretofore made by me for any of the foregoing purposes. This authority shall be continuous while employed by the Town or until withdrawn by written notice, consistent with Article III of the Current Collective Bargaining Agreement.

---

<b>Employee Signature</b>	<b>Date</b>
---------------------------	-------------

**Amount to be deducted per paycheck** \_\_\_\_\_

**APPENDIX G**  
**OFF-STEP WAGE SCHEDULES**  
**2013, 2014, 2015, 2016**

NAME	HOURLY RATE			
	2013	2014	2015	2016
ALEXANDER, STEWART				
AUDINO, SHEILA	\$14.19	\$14.54	\$14.90	\$15.27
BARBER, CRAIG	\$20.22	\$20.73	\$21.25	\$21.78
BRUNO, ROB	\$19.64	\$20.13	\$20.63	\$21.15
BURROUGHS, CHERIE	\$17.47	\$17.91	\$18.36	\$18.82
CAMPBELL, KATHY	\$19.77	\$20.26	\$20.77	\$21.29
CATALANO, MIKE	\$25.76	\$26.40	\$27.06	\$27.74
CLEERE, NICOLE		\$14.19	\$14.54	\$14.90
CONNER, KEVIN	\$25.13	\$25.76	\$26.40	\$27.06
COOK, BILL	\$21.45	\$21.99	\$22.54	\$23.10
CORREARD, SAM	\$20.22	\$20.73	\$21.25	\$21.78
CRIPPS, KEVIN	\$26.37	\$27.03	\$27.71	\$28.40
DIFILLIPPO, JEREMY			\$16.60	\$17.02
DRUMM, STEVE	\$21.66	\$22.20	\$22.76	\$23.33
GORINO, SHELLY	\$23.68	\$24.27	\$24.88	\$25.50
HARPER, LARRY	\$22.99	\$23.56	\$24.15	\$24.75
HERMAN, PAT			\$20.13	\$20.63
KELLY, JOHN	\$23.34	\$23.92	\$24.52	\$25.13
LAROCCA, RON	\$23.45	\$24.04	\$24.64	\$25.26
LAYFIELD, SCOTT	\$24.37	\$24.98	\$25.60	\$26.24
LESSING, TIM	\$22.53	\$23.09	\$23.67	\$24.26
LOSAVIO, JOE	\$16.11	\$16.51	\$16.92	\$17.34
MANGINO, SCOTT	\$24.19	\$24.79	\$25.41	\$26.05
MORIARTY, DAVID	\$30.15	\$30.90	\$31.67	\$32.46
MUSSON, TOM	\$25.13	\$25.76	\$26.40	\$27.06
OCHS, TIM	\$25.03	\$25.66	\$26.30	\$26.96
OSTERWINTER, ROLAND	\$29.56	\$30.30	\$31.06	\$31.84
PRATT, TIM	\$23.92	\$24.52	\$25.13	\$25.76
SHOOTS, JAY	\$25.13	\$25.76	\$26.40	\$27.06
SOSSONG, DAN	\$24.29	\$24.90	\$25.52	\$26.16
SOSSONG, DARREN	\$24.60	\$25.22	\$25.85	\$26.50
STEWART, HEATHER	\$21.90	\$22.45	\$23.01	\$23.59
TICHACEK, ANITA	\$23.35	\$23.93	\$24.53	\$25.14
WENZEL, TRACEY	\$21.04	\$21.57	\$22.11	\$22.66
WHITE, ROBERT	\$20.40	\$20.91	\$21.43	\$21.97
WILSON, KEVIN	\$22.49	\$23.05	\$23.63	\$24.22
WOOD, GREG			\$20.13	\$20.63
WRIGHT III, MARSHALL	\$26.80	\$27.47	\$28.16	\$28.86
YOUNGMAN, DON	\$30.42	\$31.18	\$31.96	\$32.76
YOUNGMAN, MARLENE	\$27.81	\$28.51	\$29.22	\$29.95

## **CONSOLIDATION OF WAGE SCHEDULE POSITIONS**

The wage scales have been consolidated and updated to comply with the Department of Public Works Organizational Chart and the current positions within the Town of Henrietta. The following list of positions have been removed from the wage schedules (the Town does not currently staff these positions), if the position is needed then the Town and Union would agree to meet and negotiate the appropriate wage and scale for the position.

Account Clerk  
Sr. Acct Clerk  
Back Flow Prevention Tech  
Computer Operator  
Dog Control Officer  
Engineer Tech  
Foreman (Utilities)  
Mt. Maintenance Foreman  
Secretary to the Boards  
Senior Clerk A  
Senior Clerk B  
Utility Tech  
Working Foreman  
Youth Referral Counselor

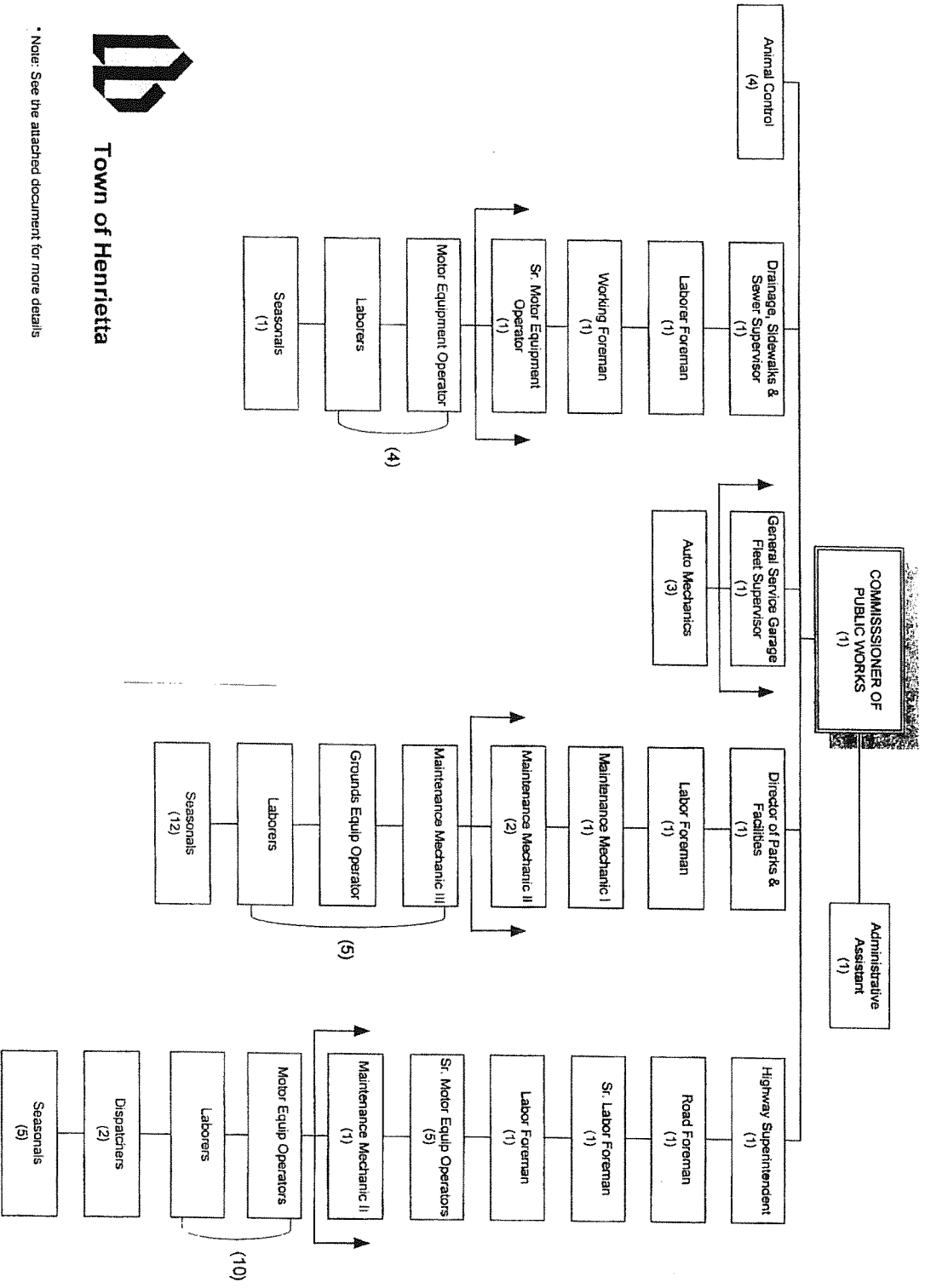
## **ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT** **ORGANIZATIONAL CHART**

The following attached Public Works Organizational Chart was agreed to by the Town of Henrietta and the Union (Road Runners Local 1170) and passed by the Town Board in December 2003. The following description of the Organizational Chart describes changes and how Out Of Title, promotions, and the number of people in a position are handled.

**TOWN OF HENRIETTA**  
**DEPARTMENT OF PUBLIC WORKS ORGANIZATIONAL CHART**

1. The number of positions on the Organizational Chart is feasible to change due to workload and/or departmental responsibility at management's discretion.
2. The number of senior positions above the lines is currently at maximum numbers.
3. If the Sr. level positions are currently filled, any employee doing Out of Title work will be paid at the higher rate, and accumulate hours. There are no automatic promotions at the senior level once an employee accumulated enough hours.
4. All potential candidates for open positions must meet the requirement stated in the Collective Bargaining agreement and Civil Service acceptance, as well as meeting the trial period also stated in the Union Contract before the position becomes permanent.
5. Positions below the lines are open to advancement. The positions with parentheses are non-capped and if an employee meets the requirements to fill the position, they will be promoted. (i.e. Civil Service Requirement, 1600 hours).
6. Job Titles have been reworked to more accurately reflect on the jobs the employees are required to do. (i.e. Sr. Labor Foreman - removed, Labor Forman insert where the position fits, Working Foreman position has been reinserted in areas)
7. A new wage scale will be developed and no employees will be required to take a cut in pay.
8. New Wage Scales will be in negotiations during the collective bargaining agreement negotiations.
9. There is no 5% increase for the days foreman fills in for the Department Heads who are absent. It is the responsibility of the Commissioner of Public Works and other Department Heads to make sure the work is completed.
10. The Working Foreman position in Drainage will be eliminated and replaced by an additional Sr. MEO, when one of the current Foremen in the Department move on.

**TOWN OF HENRIETTA**  
**DEPARTMENT OF PUBLIC WORKS ORGANIZATIONAL CHART**



**Town of Henrietta**


Note: See the attached document for more details



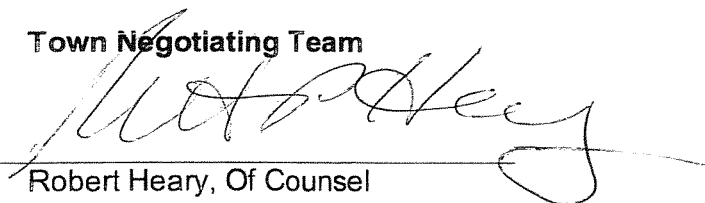
**APPENDIX A - SIGNATURE PAGE**

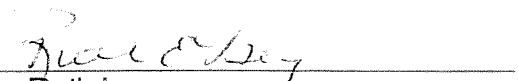
This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**TOWN OF HENRIETTA**


By:   
Michael Yudelson, Supervisor

**Town Negotiating Team**

  
Robert Heary, Of Counsel

  
Ruth Levey

**LOCAL 1170 C.W.A.**

By:   
John Pusloskie, President

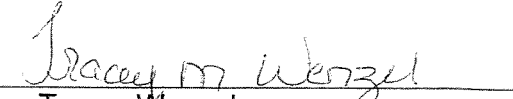
**Union Negotiating Team**

  
David Moriarty

  
Donald Youngman

  
Michael Catalano

  
Roland Osterwinter

  
Tracey Wenzel