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Union: **Town of Big Flats Unit 6361, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

BETWEEN

THE TOWN OF BIG FLATS

AND

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME, AFL-CIO

FOR THE

TOWN OF BIG FLATS UNIT 6361



January 1, 2009 - December 31, 2013

5 Years Contract

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

SEP 02 2009

ADMINISTRATION

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AGREEMENT

Agreement made by and between the Town of Big Flats, New York, hereinafter referred to as Employer, and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, for the Town of Big Flats Unit **6361**, of the **Chemung County CSEA Local 808**, hereinafter referred to as CSEA or the Union, for the period commencing January 1, **2009** and ending on December 31, **2013**.

ARTICLE 1 RECOGNITION

Section 1.1

Pursuant to Section 204 of Article 14 of the Civil Service Law, also known as the Public Employees Fair Employment Act, the Employer hereby recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO as the exclusive representative for collective negotiations with respect to salary, wages, and all other terms and conditions of employment, of the employees of the Highway, Water, Drainage, and Parks Departments of the Town of Big Flats, with the exception of those employees listed in the MOU executed by the Parties.

Section 1.2

The Employer and CSEA now desire to enter into an agreement reached through collective bargaining in the determination of the terms and conditions of their employment, which will have as and for its purpose the following:

- A. To recognize the legitimate interest of the employees
- B. To promote fair and reasonable working conditions.
- C. To promote individual efficiency to the public.
- D. To avoid interference or interruption with the efficient operation of Town business.
- E. To provide a basis for the adjustment of matters of mutual interest and concern by the Town, CSEA, and the employees.

ARTICLE 2 REPRESENTATION

The Employer and CSEA agree that CSEA shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this agreement for the employees of the Town Highway, Water, Drainage, and Parks Departments.

ARTICLE 3 EMPLOYEE ORGANIZATIONAL RIGHTS

Section 3.1

The Employer recognized the right of the employees to designate, through election, representatives of CSEA to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to the terms and conditions of this agreement, and to visit employees during scheduled or regular working hours subject to reasonable limitations as hereinafter set forth.

- A. The Employer and CSEA shall perform their respective obligations under this agreement in a fair and impartial manner and shall not discriminate any person for the reasons of sex, race, color, creed, national origin, religion, marital status, age or disability.

- B. CSEA shall have the right to post notices and other communications pertinent to membership on bulletin boards maintained on the premises of the Employer.
- C. CSEA and its representatives shall have access to the premises of the Employer for the purpose of transacting necessary business pursuant to this contract during normal working hours.
- D. An up-to-date list of all stewards of CSEA shall be kept on file with the appropriate department head, there being a limit of one steward and one alternate for the Bargaining Unit. Each steward shall be allowed up to one hour per day, when necessary, to perform his duties in regard to CSEA business. This time shall be transacted in the steward's normal working day and hours.
- E. The employer shall grant release time with pay to officers and delegates designated by CSEA for CSEA business. This time is to be limited to a maximum of one person at any one time, and to the specific purpose for which the time was granted. In no event will total release time pay exceed six (6) calendar days in any one year. In the event of any requests for release time, the Superintendent is to receive said request in writing by the Secretary of the Local for the officer's authorization to attend such conferences. It is understood that the Employer shall carry no responsibility for insurance coverage of said officers on CSEA business in case of accident outside of the Town of Big Flats. CSEA agrees that it has made provisions to cover all officers of CSEA while in transit for CSEA purposes. It is further agreed that release time and pay shall be allowed only if the conference for CSEA business conflicts with the employee's normal working period.
- F. The CSEA shall indemnify the Town of Big Flats and hold the Town harmless, against any and all liability, which may arise by virtue of actions, which the CSEA has requested the Town take, or not take in connection with the payroll deduction of CSEA dues and/or agency shop fees.

Section 3.2 – CSEA Dues and/or Maintenance Fee

The Employer will, for each member of the Bargaining Unit, deduct from the wages due such employee in any month the regular dues and/or maintenance fees fixed by the Association for such month. Employer will, not later than the 10th day of the following month, remit dues or fees deducted for the preceding month to CSEA. Said deductions shall continue until termination of such employee's employment. Layoff and leave of absence do not constitute termination of employment for these purposes.

- A. CSEA shall have exclusive payroll deductions of membership dues and/or maintenance fees for every employee covered by this agreement.
- B. The Employer shall deduct bi-weekly from the wages of each employee and remit to the CSEA membership dues and/or maintenance fees and CSEA sponsored insurance deductions. Checks representing the above shall be made payable to CSEA when due.

The CSEA shall be provided (when requested) with the names and addresses of all employees working or receiving benefits under the defined bargaining unit.

**ARTICLE 4
MANAGEMENT RIGHTS**

The Employer retains, solely and exclusively, all its inherent rights, functions, duties, and responsibilities, including the right to determine the manner in which the operations of the Town will be conducted, except where those rights have been expressly limited by provisions of this agreement or by any law, rule, or regulation.

**ARTICLE 5
NO STRIKES**

Section 5.1

CSEA shall not engage in a strike, work stoppage, or slowdown, nor cause, institute or encourage or participate in any way or condone any strikes.

Section 5.2

CSEA shall exert its best effort to prevent and terminate any strikes.

Section 5.3

Nothing in this agreement shall be construed to limit the rights of the Employer or the rights, remedies or duties of CSEA or its employees under State law, except as provided in this Article 5.

**ARTICLE 6
GOVERNING BODY**

Section 6.1

This agreement shall be governed by the United States and New York Constitutions, Public Employees Fair Employment Act, applicable provisions of the Civil Service Law, the Judiciary Law, Resolutions, Ordinances and Local Law, and this agreement. In the event any provisions in this agreement are declared inconsistent with any General, Special, Local or State Law, such provision shall be of no effect. However, any item or items that are removed as a result of mutual mistake as stated above, shall be renegotiated by the parties hereto with the view that neither the Employer nor employees shall suffer a disadvantage as a result thereof.

Section 6.3

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ALL PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 6.4

All employees of the Employer covered by this agreement shall be entitled to all benefits of this contract on January 1, 2009, unless amended and agreed to by both parties that any benefits may start prior to this period.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1

A. Any dispute arising out of an interpretation or application of the terms of this agreement shall be processed in accordance with this grievance procedure. No other remedial procedure in law is available or may be substituted in place of this procedure.

B. **Definitions**

1. "Employee" shall mean any person in the bargaining unit.
2. "Employer" shall mean the Town of Big Flats, Chemung County, New York.
3. "Town" shall mean the Town of Big Flats, Chemung County, New York.
4. "Division" shall mean the Highway, Water or Parks.
5. "Immediate Supervisor" shall mean the person overseeing the operation of a Town Division.
6. "Commissioner of Public Works" shall mean the person overseeing the operations of all Town Divisions.
7. "Union" shall mean the CSEA Local 1000, Unit 6361.
8. "Town Supervisor" shall mean the Supervisor of the Town or his designee with the authority to review grievances.
9. "Town Board" shall mean the elected officials of the Town holding legislative/executive authority of the Town.
10. "Grievant" shall mean an employee or Union who has an allegation of a misinterpretation or misapplication of any provision of this Agreement or, an employee who is subject to discipline.
11. "Days" shall mean all days except Saturdays, Sundays and Holidays observed under this Agreement.
12. "Representative" shall mean any person authorized by the Town and Union to represent them in the processing of grievances under this procedure.
13. "Grievance" shall mean any misinterpretation or misapplication of any terms set forth in this Agreement.
14. "Serve/Service" shall mean delivery by certified mail, return receipt requested or by hand.

C. **Procedures**

Step 1 Any employee or the Union who believes he/it has been aggrieved shall present orally to the immediate Supervisor of his Division the grievance within twenty (20) days from the date of the cause or occurrence giving rise to the grievance. The Supervisor shall meet with the grievant within five (5) days to discuss the matter and shall make a verbal decision on the matter within three (3) days of the meeting. If the decision of the Supervisor does not resolve the matter the grievant may proceed to Step 2.

Step 2 The grievant shall submit his written grievance on the appropriate form (Grievance Form 1, Appendix G) to the Commissioner of Public Works ("Commissioner") within five (5) days of the decision of the Supervisor. The Commissioner shall hold a meeting on the submitted grievance within ten (10) days of receipt of the grievance. Within fifteen (15) days of the meeting the Commissioner shall render a written decision and serve the grievant and Town with same. If the determination is unacceptable to the grievant he may, within five (5) days submit the matter to Step 3.

Step 3 The grievant shall serve his written grievance, all prior decisions to the Town Supervisor Supervisor or his designee within ten (10) days of receipt of the Step 2 decision. The Supervisor shall convene the Town Board ("Board") for a hearing on the matter within fifteen (15) days. If the grievant is not satisfied with the decision he may submit the grievance to Step 4.

Step 4 Within five (5) days of receipt of the decision at Step 3 the Union may submit the matter to final and binding arbitration through the rules and procedures set by the New York State Public Employment Relations Board ("PERB"). The selection of an arbitrator and the conduct of the arbitration proceedings shall be in accordance with PERB.

- a. The fees and expenses of the arbitration shall be borne equally between the Town and Union. If the parties agree to have a transcript provided, the cost of said transcript shall be divided equally between the parties."
- b. The arbitrator shall have no authority or power to render any decision which requires a commission of an act prohibited by law nor, shall the arbitrator have authority to add to, delete from subtract or modify any provision of this Agreement.

D. NOTICES

- 1. By mutual written agreement of the representatives, the time limits set forth above may be extended.
- 2. Failure of the grievant, or grievant's representative, to adhere to and abide by the time lines as set forth herein will render the grievance null and void.
- 3. Failure of the Town to adhere to and abide by the time limits and/or procedures as set forth herein automatically allows the grievance to proceed to the next Step.

**ARTICLE 8
SICK LEAVE**

Section 8.1

Sick leave shall be determined at the rate of one (1) day per month upon completion of one year of service and shall be credited on an annual basis. Sick leave may be accumulated up to a maximum of one hundred sixty-five (165) days. Sick days shall be paid at the hourly rate of the employee at the time such sick leave is used. The Employer may require a doctor's certificate for any employee who is absent for three (3) consecutive workdays.

Section 8.2

An extended sick leave without pay not to exceed two (2) years may be granted an employee if he has exhausted his sick leave or vacation. To be eligible for this sick leave without pay, the employee must have continuous service of at least one (1) year and present proper medical certification of his condition to the appropriate Department Head. This sick leave shall be for job protection only. To be eligible for reinstatement, the employee must present proper medical certification as to his capabilities to return to work. Sick leave credits, as provided in Section 8.1 above shall not accumulate during any period of leave without pay.

Section 8.3

All accumulated sick leave shall be paid upon death or retirement under New York State Retirement System, consistent with Section 41J of the Retirement System. (Appendix A)

Section 8.4

Each employee shall receive written notice of each day used at the end of the pay period in which it is used.

Section 8.5

Each calendar year an employee may request up to five (5) days from his accumulated sick days to be cashed in. The employee will notify the Town, in writing, no later than November 1st of each year, his election to be paid for his accumulated sick days and state the number of days to be cashed in. Payment by separate check at employee's per diem rate, will be made to the employee in the first pay period in December.

ARTICLE 9
SENIORITY / LAYOFFS / RECALL

Section 9.1

Seniority shall be defined as the employee's continuous service with the Town as a permanent employee.

- A. Continuous service includes only those periods when an employee is on Employer's active payroll and those period when an employee is:
 - 1. On an authorized leave of absence;
 - 2. Laid off;
 - 3. Receiving Worker's Compensation or Disability;
 - 4. Other periods as required by Law;
- B. Subject to Civil Service Law, an employee shall lose seniority when one or more of the following occurs:
 - 1. Resignation
 - 2. Discharge
 - 3. Retirement
 - 4. If a recall is refused
- C. If two (2) or more employees are hired on the same date, their relative seniority shall be determined by lot.
- D. Seniority shall be used in all phases of job structures as well as vacations, holidays, and overtime assignments.

Section 9.2

Layoffs;

- A. Seniority as it pertains to layoffs shall be defined as the employee's length of continuous service in the job title within the Department.
- B. If a layoff occurs, the order of least seniority shall be followed in the affected job title. No permanent employee may be laid off until all temporary, seasonal, probationary, provisional, and/or part-time employees are laid off.
- C. A laid-off employee may exercise his seniority to displace ("bump") less senior employees in other job titles previously held, in other job titles considered next lower in title in a direct line of promotion, or in other lateral or lower titles for which he meets the qualifications.
- D. Recall of laid off employees shall be in inverse order of layoff by job title. No new man shall be hired until all such men laid off have been recalled.
- E. A permanent employee laid off due to the lack of work shall not forfeit any longevity, vacation, sick leave or retirement benefits accrued prior to the period of unemployment.

Section 9.3

Any dispute over seniority rights will be resolved with the dispute section of this contract as set forth in Article 7.

**ARTICLE 10
BEREAVEMENT LEAVE**

Each employee shall be granted, upon request to the appropriate Department Head, five (5) days bereavement leave with pay in the event of the death of a spouse, child, or parent. Each employee shall be granted, upon request to the appropriate Department Head, three (3) days leave with pay in the event of the death of a sibling, grandparent, or grandchild. Such leave shall be granted for the relatives listed herein of the employee or of his or her spouse. Upon proper certification of extenuating circumstances, extensions of this bereavement leave may be granted, without pay, by the appropriate Department Head.

**ARTICLE 11
EMPLOYEE HOURS**

Section 11.1

All employees summoned on emergency calls outside of normal working hours shall be guaranteed a minimum of four (4) hours at time and one-half. Employees are not expected to respond unless called by a responsible supervisor and in any case shall have one (1) hour from agreeing to respond in order to report. In certain situations where a known snow or other emergency situation will arise requiring an employee call-in, overtime may be scheduled in advance of one (1) hour. (This in no way modifies or negatively impacts the first sentence of this section.) In the event an Immediate Supervisor exhausts the roster of his department and there still remains a need for additional personnel, other bargaining unit personnel shall be utilized prior to the calling of non-bargaining unit personnel.

Section 11.2

Overtime shall be defined as all hours worked over eight (8) hours in a day and all hours over forty (40) in a workweek. All paid time shall count as time worked in the computation of overtime. An employee's workday or workweek will not be changed to avoid the payment of overtime.

If an employee works additional hours which are connected to his normal working hours, either before or after, the time will be credited one and one-half for every hour in excess of eight (8) hours per working day or forty (40) hours in any working week.

Section 11.3

An employee required to work on a Sunday shall be given double time for all hours worked.

Section 11.5

Any employee within the Water Department placed in "On-Call" status shall receive thirty dollars (\$30.00) for such on-call status for each Monday through Sunday period. Should employees be called out, Section 11.1 above shall control. Department employees shall continue to provide weekend coverage in the same manner as in effect prior to January 1, 2000, to wit: checking pumps on Saturday and Sunday in addition to any emergency work required.

Section 11.6

Each employee upon reporting to work will punch in with the employee's own time card and punch out upon leaving work. Failure to properly use the time card or make unauthorized alterations may subject the employee to counseling or discipline.

ARTICLE 12
INSURANCE COVERAGE

Section 12.1

The Employer shall provide the Chemung County Health Benefits, the Dental Plan and CSEA-Employee Benefit Fund Platinum-12 Optical Plan with the Occupational Rider, for single and family coverage, for all bargaining unit members. Employee's contributions shall be deducted in equal installments each pay period (26) twenty-six annually as set forth below:

INDEMNITY PLAN

Effective January 1, 2009 each employee shall contribute thirteen percent (13%).
Effective January 1, 2010 each employee shall contribute thirteen percent (13%).
Effective January 1, 2011 each employee shall contribute thirteen and on-half percent (13.5%).
Effective January 1, 2012 each employee shall contribute fourteen percent (14%).
Effective January 1, 2013 each employee shall contribute fifteen percent (15%).

PPO PLAN

Any employee that elects coverage under the PPO Plan will contribute the following percentages:

Effective January 1, 2009 each employee shall contribute six and one-half percent (6.5%).
Effective January 1, 2010 each employee shall contribute six and one-half percent (6.5%).
Effective January 1, 2011 each employee shall contribute seven percent (7%).
Effective January 1, 2012 each employee shall contribute seven and one-half percent (7.5%).
Effective January 1, 2013 each employee shall contribute seven and one-half percent (7.5%).

All employees hired after January 1, 2006 shall contribute fifteen percent (15%) of the premium for enrollment in either health care plan.

Section 12.2

The Town will continue a Disability Insurance Program for all full-time employees. The Town will assume full cost of said Disability Insurance Program. Employees utilizing the benefits of this program shall first be required to use all of their accrued sick leave time before coverage under this program becomes effective. During periods of disability insurance coverage, employees will not earn additional sick leave, death leave, holidays or vacation.

Section 12.3

Employees who have twenty (20) or more years of service with the Employer and who retire from such employment shall receive an amount equal to thirty-five (35%) percent of their accumulated sick leave provided however, that in no event shall sick leave accumulation exceed one hundred sixty-five (165) days.

Employees who retire with twenty-five (25) years service shall receive forty (40%) percent of accumulated sick leave and employees who retire with thirty (30) years service shall receive forty-five (45%) percent of accumulated sick leave.

Such amount shall be retained by the Employer and utilized for the purpose of paying the retiree's health/dental and optical insurance premiums until such time as the monies are exhausted. The health/dental/optical plan (individual or family) shall be the same as that which was in effect prior to the employee's retirement. (A retired employee may opt to change from Family to Individual coverage, but not from Individual to Family.)

The Employer shall pay thirty-five (35%) percent of the retiree's insurance premiums, provided that such employee has twenty (20) years or more service with the Employer and further provided that such employee is eligible for and is receiving a pension from the NYS Retirement System.

Section 12.4

The Employer has implemented a Section 125 Flexible Spending Account Program for premium conversion and dependent care expenses. Participation in the premium conversation portion of the program shall be automatic unless an employee chooses not to participate. All elections to decline coverage for the premium conversion shall be filed in writing with the Town's payroll department on such forms as provided by the Town. Participation in the dependent care and uncovered medical care expense portion of the program shall be voluntary and the minimum elections shall be one hundred dollars (\$100.00).

Section 12.5

INSURANCE OPT OUT / RE-ENROLLMENT

Effective January 1, 2010, employees eligible for the Town's health insurance plan (the Platinum 12 CSEA Vision Benefit is EXCLUDED from buy-out) may opt out and decline coverage for same. Those employees so electing to opt out shall receive twenty five hundred dollars (\$2500.00) each calendar year the coverage has been declined; payment shall be made in four (4) equal installments: January 1st, or as close to that date as possible; April 1st, July 1st and October 1st.

The following protocols and rules shall govern the employee's opt out:

The employee must make his decision to the Commissioner of Public Works, by filing out the yearly "REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE FORM" (See Appendix C). Said Form must be submitted, with required insurability documentation, by December 1st of the preceding calendar year he wants to decline coverage.

The employee must provide with the request form declining coverage documentation that he is covered by another plan. NOTE: Failure to provide such documentation or documentation is insufficient will void the employee's request.

Unless there is a bona fide life-qualifying event under HIPAA, the employee may not reenroll for health insurance coverage for the entire calendar year.

Employees may elect to reenroll for the next calendar year by submitting to the Commissioner of Public Works, "REQUEST TO RESUME HEALTH INSURANCE COVERAGE FORM" (See Appendix D), by December 1st of the preceding year. Coverage will then start on January 1st of the next year.

If the employee has a bona fide life-qualifying event as set forth under HIPAA, he shall present such documentation of said event and may thereafter reenroll and will be covered at the first window period available. The employee may be required to reimburse the employer for any sums paid to the employee for declining coverage.

ARTICLE 13 HOLIDAYS

Section 13.1

Each employee shall be granted the following holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day After Thanksgiving |
| 5. Independence Day | 11. Day Before Christmas |
| 6. Labor Day | 12. Christmas Day |

Section 13.2

All holidays observed on either Saturday or Sunday shall be observed on Friday or Monday.

Section 13.3

An employee required to work on a holiday shall be given double time for all hours worked and, in addition, will have the option to collect either eight (8) hours pay, at regular hourly rate, for that holiday or receive another day off with pay.

ARTICLE 14 RETIREMENT

The Town will provide retirement plan 75i for those employees in Tier I and Tier II. The Town shall continue the 1/60th retirement plan presently in effect for other employees covered by this contract and continue Subsection 41.J (see Article 8.3).

ARTICLE 15 VACATIONS

Section 15.1

An employee entitled to vacations and wishing to take a vacation will give the appropriate Department Head at least two (2) weeks notice, enabling the Department Head to schedule work and permission to take vacation will not be unreasonably withheld. No more than fifty (50%) percent of the work force may be on vacation at any one time without the permission of the Commissioner of Public Works.

Section 15.2

Each full-time employee shall be entitled to ten (10) working days vacation upon completion of employee's first year. Each full-time employee shall be entitled to one (1) additional day of vacation after completion of the fifth (5) year and one (1) additional day for each year thereafter until employee reaches a maximum of twenty-five (25) working days. After the first year, annual vacation will be accrued on January 1st.

Section 15.3

Employees will be allowed to accumulate up to twenty-five (25) days of vacation and shall receive payment for up to three (3) weeks of unused vacation in a separate check, in a fiscal year, in the first pay period in December, at the employee's request. Vacation time accumulated in excess of twenty-five (25) days during the calendar year must be used by December 31st of that year.

All employees shall be entitled to payment for earned and unused vacation at the date that employment is terminated provided, however, that payment for such earned and unused vacation does not exceed forty (40) days.

**ARTICLE 16
PAY**

Section 16.1

All pay is given in a pay envelope.

Section 16.2

Pay to be given on paydays, which shall be bi-weekly. Payday shall be on Friday.

**ARTICLE 17
PERSONAL LEAVE**

Section 17.1

All employees with one continuous year of service shall be entitled to three (3) days personal leave each year. This personal leave must have reasonable prior approval of the Department Head and need not be justified by the employee as to the reason of use of personal leave day or days. Unused personal leave shall be converted to accumulated sick leave at the end of each year. Each employee shall receive written notice of each personal leave day used at the end of the pay period it was used.

**ARTICLE 18
DISTRIBUTION OF AGREEMENT**

The Town shall furnish sufficient number of copies of the signed agreement within one (1) month or thirty (30) days after the agreement is signed, and shall make available the same to all employees covered by the terms thereof.

**ARTICLE 19
SALARY PLANS/WAGE SCALES**

All salary plans or wage scales shall become part of this agreement when agreements have been made and no revisions of any employee wage scale shall be considered legal without prior approval reduced to writing and approved by both the Town and CSEA.

**ARTICLE 20
VERBAL AGREEMENTS**

It is agreed that all items or agreements entered into during negotiations either by CSEA or the Employer that were not specifically set for negotiations shall be reduced to writing and entered as contract items. No verbal agreements shall be entered into by either the Employer or CSEA.

**ARTICLE 21
DURATION OF THIS AGREEMENT**

The terms of this Agreement shall be from the 1st day of January 2009 and shall terminate on the 31st day of December 2013, unless amended or otherwise changed through and by negotiations.

**ARTICLE 22
WAGES FOR CONTRACT YEARS**

Section 22.1

The hourly rate paid to each SCHEDULE "A" employee shall be paid over the previous rate as follows:

Jan. 1, 2009	Jan. 1, 2010	July 1, 2010	Jan. 1, 2011	July 1, 2011	Jan. 1, 2012	Jan. 1, 2013
2%	1%	1%	1.5%	1%	3%	3%

Section 22.2

The hourly rate paid to each SCHEDULE "B" employee shall be paid over the previous rate as follows:

Jan. 1, 2009	Jan. 1, 2010	July 1, 2010	Jan. 1, 2011	July 1, 2011	Jan. 1, 2012	Jan. 1, 2013
2%	1%	1%	1.5%	1%	3%	3%

Section 22.3

The percentage rates set form in 22.1 and 22.2 above shall be reflected in the salary schedules: "SCHEDULE "A"" and "SCHEDULE "B"" attached hereto.

Section 22.4

All employees shall receive a longevity hourly rate increase over their base hourly rate of fifteen cents (\$.15) per hour after ten (10) years of service; twenty cents (\$.20) per hour after fifteen (15) years of service; and twenty-five cents (\$.25) per hour after twenty (20) years of service.

Section 22.5

Employees placed on the Schedule "B" salary schedule will advance to the next step on their anniversary date of hire in their position.

Section 22.6

The Mechanic Salary Schedule shall be equal to the Schedule "A" Motor Equipment Operator II schedule.

**ARTICLE 23
ANNEX**

Section 23.1

The employer will furnish one (1) raincoat and one (1) hardhat to each employee as needed for his or her protection, the same to be returned upon termination of employment. The Town will also furnish gloves and boots and will decide the manner of issuance under the same conditions as above.

Section 23.2

Each employee will be entitled to a coffee break of ten (10) minutes in the morning and ten (10) minutes in the afternoon as scheduled by the appropriate Department Head.

Section 23.3

There shall be no alcoholic beverages of any kind consumed during working hours including rest periods, coffee breaks, lunch hour or on the Employer's premises or property at any time.

Section 23.4

Unauthorized persons in Employer vehicles will subject the operators or drivers thereof to immediate dismissal.

Section 23.5

Employer to supply and maintain a flashlight for each truck to be returned on termination of employment.

Section 23.6

Employees to call in on taking a day off whether sick or not. Failure to report in for three (3) consecutive days, without calling in shall subject employee to an immediate discharge.

Section 23.7

Employees may use any paid leave time other than sick time for time off on working days before and after a holiday if approved by the appropriate Department Head.

Section 23.8

Each employee shall keep and maintain a telephone in his or her house or place of residence and shall give the telephone number to the appropriate Department Head.

Section 23.9

The Employer agrees to reimburse each employee the cost of the employee's Commercial Drivers License up to the amount of One Hundred-Twenty-Three (\$123.00). Payment will be made upon receipt of the Commercial License fee from DMV to the Commissioner of Public Works.

The Town shall pay all costs associated with the Caretaker having and maintaining a valid "Pesticide / Herbicide Spraying Certificate." It is understood and agreed that the "Jaws Program" is not part of the Caretaker's duties and responsibilities and, as such, any volunteer work by the Caretaker so undertaken is not compensatory by the Town.

**ARTICLE 24
UNIFORM ALLOWANCE**

The Town will provide a uniform allowance and/or clothing allowance of \$20.00 (twenty dollars and no cents) per month, to be paid annually in the first paycheck in December. The employee will be required to be properly dressed to perform his functions pursuant to the specifications provided by the appropriate Department Head. The Town will provide a uniform and/or clothing allowance of \$45.00 (**forty-five** dollars and no cents) per month to the Mechanic, to be paid annually in the first paycheck in December.

**ARTICLE 25
WORK DAY/WORK WEEK**

The workday for the CSEA employees shall begin at seven (7:00) AM and continue until three-thirty (3:30) PM, Monday through Friday for a total of forty (40) hours per week. There shall be a thirty (30) minute non-paid lunch hour included in the above workday. **The start time for the Caretaker is flexed as required by Town requirements.**

**ARTICLE 26
MILEAGE**

Any employee asked to use his own vehicle by the Highway Superintendent in pursuit of Town Business shall be compensated at the prevailing rate set by the Internal Revenue Service.

ARTICLE 27

The employer shall not seek to diminish or impair any benefit or privilege provided by law, rule, regulation or general working conditions in effect during the term of this agreement.

**ARTICLE 28
DISCIPLINARY PROCEDURE**

Scope:

In accordance with the parties' "Employee Definition; the rights and benefits of this disciplinary procedure are for employees permanently appointed holding full-time positions.

Governance:

The parties under this disciplinary procedure shall be governed by the definitions and procedures of the Grievance Procedure unless specifically changed herein below:

- A. In the event the Commissioner of Public Works ("Commissioner") or his designee determines disciplinary action upon an employee is warranted, notice of such disciplinary action containing the charges and specifications of each alleged act, and penalty being sought shall be served upon the employee. The Union shall also receive a copy within twenty-four (24) hours of the service upon the employee.
- B. Discipline shall only be initiated for alleged acts of misconduct and/or incompetence which occurred no more than eighteen (18) months from date of the alleged occurrence. The standard discharge shall be "just cause."
- C. In the event the employee challenges the discipline, he must within eight (8) days of receipt of the notice of discipline, serve upon the Commissioner or his designee, a written grievance filed in accordance with the procedures set forth under the Grievance Procedure Article. The grievance shall be filed and processed as set forth under Step 3 therein and Step 4 of the grievance procedure.
- E. If the employee fails to file the grievance within the eight (8) days of being served with the notice of discipline, the Town may impose the penalty being sought.
- F. If the employer determines that the discipline warrants the employee to be suspended pending the determination of the discipline, the suspension will be without pay commencing upon the date of service of the notice of discipline.
- G. Nothing shall prevent the parties to meet informally in an attempt to resolve the discipline. The meeting shall not be used by either party in the arbitration proceeding should said meeting fail to resolve the matter.
- H. The employee shall have the right to Union representation at all stages of the disciplinary proceeding, unless he specifically waives his right by service of a written affirmation to the Town that he does not want Union representation.

**ARTICLE 29
EMPLOYEE DEFINITION**

Section 29.1

Full-time Employee: All employees are considered to be full-time employees unless they come under one of the following definitions.

Part-time Employee: Part-time employment means any employment within the Highway, Water, Drainage, and Parks Department in the Town of Big Flats in which the individual works less than fifty percent (50%) of the normal work time as defined in Article 25, Work Week.

Temporary Employee: A temporary employee is an employee hired for a period not to exceed one (1) month when the need for such employment is important and urgent.

Seasonal Employee: A seasonal employee is a person hired to fill in a position where the nature of the service is such that is not continuous throughout the year, but recurs in each successive year. A seasonal employee shall be limited to one hundred thirty (130) consecutive calendar days employment.

Section 29.2

Part-time, temporary, and seasonal employees are excluded from all provisions of this contract.

Section 29.3

Probationary Employee: Any full-time employee who has served less than the probationary period provided for his job under Civil Service Law and Rules shall be a probationary employee. During the probationary period the employee will be subject to demotion, suspension, and other discipline or discharge at the Employer's sole discretion. The provisions of Article 28 of this agreement shall not apply to probationary employees, but this agreement will otherwise be applicable to probationary employees.

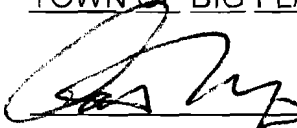
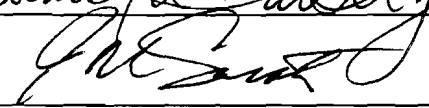
**ARTICLE 30
GENDER NEUTRAL**

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural and words in the plural, the singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of said genders. By the use of either masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 31
PERSONNEL FILE**

There shall be one official Personnel File in the Town of Big Flats for each unit employee. An employee may file a written summary of rebuttal to the Town in response to any memorandum or communication he/she receives. This rebuttal shall be attached to and placed with the original memorandum in the employees' official file.

IN WITNESS WHEREOF, this Agreement has been signed this 22nd day of June, 2009.

<u>TOWN OF BIG FLATS</u>	<u>DATE</u>	<u>CIVIL SERVICE EMPLOYEES ASSOC</u>	<u>DATE</u>
 Matthew Belland	6/22/09	Stacy M. Lucas	06/14/09
_____	_____	Stanley Barber Jr.	6/22/09.
_____	_____		6-22-09
_____	_____	J J Jekan.	6-22-09
_____	_____	_____	_____
_____	_____	_____	_____

APPENDIX A

Optional Coverage

Application of unused sick leave as 0.2% Est. Rate additional service credit upon retirement. (Section 41.J).....

This applied if the earning and accumulation of sick leave were (prior to the member's retirement) authorized by law, rule, regulation, written order or written policy. Allowable unused sick leave credit is limited to one hundred sixty-five (165) days and is applied as additional service credit on a calendar day basis.

(The above information is from the EMPLOYER'S GUIDE, EMPLOYEES' RETIREMENT SYSTEM, Albany, New York II-1-3, dated October 1978.)

APPENDIX B

Substance Abuse

1.0 Consequence for violating the DOT Omnibus Transportation Employees Testing Act of 1991.

The following penalties are set as consequences for testing positive:

- 1.1 If an employee has an alcohol concentration between 0.02% and 0.039%;
 - 1.1.1 First Violation: Employee must be removed from safety-sensitive functions until the next day's duty. Employee may be sent home and may use accumulated leave for the time off.
 - 1.1.2 Second Violation: Employee will be suspended for 24 (twenty-four) consecutive hours with the loss of one (1) day's pay. Employee may be referred to a Substance Abuse Professional for assessment and consultation.
 - 1.1.3 Third Violation: Employee will be dismissed if there are three (3) violations in a three (3) year period.
 - 1.2 If an employee has an alcohol concentration of 0.04% or greater, or a positive drug test:
 - 1.2.1 First Violation: Employee will be suspended without pay for forty-eight (48) hours. Employee will be referred to a Substance Abuse Professional for assessment and recommended rehabilitation. Reinstatement to the employee's position and return to full duties shall be determined by the Substance Abuse Professional.
 - 1.2.2 Second Violation: Employee will be dismissed if there are two (2) violations in a three (3) year period.
- 2.0 Refusal by an employee to submit to alcohol or drug testing will be equivalent to a positive test result.

APPENDIX C

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

I, _____, hereby request a decline and waiver of health insurance provided by the Town for which I am presently eligible. I understand that I must be covered by another health insurance plan, or, if applicable, that me and my covered dependents, are covered by another insurance plan, to be eligible for waiver of Town Health Insurance Coverage. Accordingly, I certify that I am, or, if applicable, that I and my covered dependents are covered by the following Health Insurance Plan:

Name of Plan: _____

Coverage provided by or through: _____
Name of organization or municipality

Subscriber Number: _____

Attached to this form is a copy of the Identification Card for the above health insurance plan.

In making this request, I understand and agree that I an/or my dependents will not be eligible for Town provided health insurance coverage for which I and/or my dependents are now eligible for. I understand and agree that I may apply on the form "*Request to Resume Health Insurance Coverage*" to re-establish Town provided health insurance coverage and that the effective date for resumption is subject to and conditioned upon the contractual requirements extant herein and requirements of the insurance carrier. I hereby acknowledge that I have been advised as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

I understand I will be compensated by the Town for my waiver in accordance with the applicable terms of the contract set forth herein.

I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Town to discontinue the waiver of health insurance coverage, or, there is a bona fide life-qualifying event set forth under HIPPA.

EMPLOYEE SIGNATURE: _____

PRINT NAME: _____

Date of Submission: _____
(Must be on or before December 1st)

Note: Original to DPW
Copy to Employee

APPENDIX D

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

I, _____, hereby request to re-establish Town provided health insurance coverage.

I understand the effective date for resumption will be January 1st of next year.

I understand the compensation that I have received in connection with the previously executed request to Decline and Waive health Insurance Coverage will be terminated upon re-establishment of Town provided health insurance coverage in accordance with the applicable terms of the contract extant.

EMPLOYEE SIGNATURE: _____

PRINT NAME: _____

DATE OF SUBMISSION: _____

(Must be on or before December 1st)

Note: Original to DPW
Copy to Employee

APPENDIX E

SCHEDULE "A"

January 1, 2009

To

December 31, 2013

CURRENT EMPLOYEES

BASE Permanent Salary Scales	CURRENT EMPLOYEES			
	Laborer	Motor Equipment Operator I	Motor Equipment Operator II & Mechanic	CARETAKER
01/01/09	18.54	21.06	21.28	19.46
01/01/10	18.72	21.27	21.49	19.65
07/01/10	18.90	21.49	21.70	19.84
01/01/11	19.18	21.81	22.03	20.13
07/01/11	19.37	22.03	22.25	20.33
01/01/12	19.95	22.69	22.92	20.93
01/01/13	20.54	23.37	23.61	21.55

APPENDIX F

SCHEDULE "B" Jan 1, 2009 To Dec. 31, 2013

All other current employees plus employees hired on or after JANUARY 1, 2000

BASE LABORER	01/01/09	01/01/10	07/01/10	01/01/11	07/01/11	01/01/12	01/01/13
STEP 1	11.35	11.46	11.57	11.74	11.85	12.20	12.56
STEP 2	12.65	12.77	12.89	13.08	13.21	13.60	14.00
STEP 3	13.99	14.12	14.26	14.47	14.61	15.04	15.49
STEP 4	15.32	15.47	15.62	15.85	16.00	16.48	16.97
STEP 5	16.66	16.82	16.98	17.23	17.40	17.92	18.45
STEP 6	18.01	18.19	18.37	18.64	18.82	19.38	19.96

MOTOR EQUIP OPR I / WATER OPR I	01/01/09	01/01/10	07/01/10	01/01/11	07/01/11	01/01/12	01/01/13
STEP 1	12.65	12.78	12.90	13.09	13.22	13.61	14.01
STEP 2	13.99	14.13	14.27	14.48	14.62	15.05	15.50
STEP 3	15.32	15.47	15.63	15.86	16.01	16.49	16.98
STEP 4	16.66	16.83	16.99	17.24	17.41	17.93	18.46
STEP 5	18.01	18.19	18.37	18.64	18.82	19.38	19.96
STEP 6	19.32	19.51	19.71	20.00	20.20	20.80	21.41

MOTOR EQUIPMENT OPR II / WATER OPR II / MECHANIC	01/01/09	01/01/10	07/01/10	01/01/11	07/01/11	01/01/12	01/01/13
STEP 1	13.99	14.13	14.27	14.48	14.62	15.05	15.50
STEP 2	15.32	15.47	15.63	15.86	16.01	16.49	16.98
STEP 3	16.66	16.83	16.99	17.24	17.41	17.93	18.46
STEP 4	18.01	18.19	18.37	18.64	18.82	19.38	19.96
STEP 5	19.32	19.51	19.71	20.00	20.20	20.80	21.41
STEP 6	20.53	20.73	20.93	21.24	21.45	22.09	22.75



Appendix G
GRIEVANCE FORM

NAME: _____ DATE OF HIRE: _____

HOME ADDRESS: _____ SS# _____

HOME PHONE: _____ ALTERNATE PHONE # _____

DEPARTMENT: _____

JOB TITLE: _____

NAME OF SUPERVISOR: _____

STEP I

Contract Articles violated or involved: _____, and all other related articles

Date of Occurrence: _____

STATEMENT OF FACTS (include names, dates, what happened):

Remedy Sought:

Date Submitted: _____ Grievant's Signature: _____