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**Contract Database Metadata Elements**

**Title:** Big Flats, Town of and Highway, Water, Drainage, and Parks Departments, Town of Big Flats Unit, CSEA, Local 1000, AFSCME, AFL-CIO (2000)

**Employer Name:** Big Flats, Town of

**Union:** Highway, Water, Drainage, and Parks Departments, Town of Big Flats Unit, CSEA, AFSCME, AFL-CIO

**Local:** 1000

**Effective Date:** 01/01/00

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AGREEMENT

BETWEEN

THE TOWN OF BIG FLATS

AND

LOCAL 1000 AFSCME, AFL-CIO,
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. FOR THE
TOWN OF BIG FLATS UNIT

January 1, 2000 to December 31, 2002
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, hereinafter referred to as CSEA or the Union, for the period commencing January 1, 2000, and ending on December 31, 2002.

ARTICLE

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 recognizes 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 against 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 to be limited to a maximum of one person at anyone 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.
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

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 Laws, 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 re-negotiated by the parties hereto with the view that neither the Employer nor employees shall suffer a disadvantage as a result thereof.

Section 6.2
It is agreed that all resolutions, ordinances and local laws of the Board or made by the appropriate officials of the Town, shall remain in effect and deemed to be consistent to the terms of this agreement unless amended by the terms of this agreement, and all established standards regarding any and all increments to wages shall continue.

Section 6.3
IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ALL PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR 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, 2000, unless amended and agreed to by both parties that any benefits may start prior to this period.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1
Any dispute arising concerning the interpretation or the application of the terms of this agreement shall be discussed between the employee or Union steward and the appropriate Department Head within ten (10) working days. In the event that the grievance is not resolved, the procedure shall be as follows:
A. The employee shall present the basis for his dispute to the CSEA steward in writing, dated and signed. The steward shall present the basis for this dispute to the appropriate Department Head within five (5) working days and within five (5) working days the Department Head shall return his decision in writing.

B. If the matter has not been resolved within five (5) working days after the Department Head has returned his decision, either party may submit it to the Town Personnel Committee. The determination of the Personnel committee shall be returned within ten (10) working days after the next scheduled Personnel Committee meeting. Such committee meeting shall be scheduled as soon as possible after receipt of the grievance.

C. In the event of an unsatisfactory decision at step "B", a notice of intent to arbitrate shall be presented to the Town Supervisor or his designee within ten (10) working days of receipt of the Step "B" decision. The parties agree that such disputes shall be heard by one of a panel of five (5) permanent arbitrators established by the parties as follows:

1. Elizabeth Croft
2. Michael Lewendowski
3. Carr Magel
4. James Markowitz
5. Tom Rinaldo

The panel of arbitrators named above shall hear disputes between the parties in rotation order. Should any panel member not be available to hear a dispute within a forty-five (45) calendar day time period, the next available panel member shall be named as the arbitrator for the instant case and the rotation shall continue from that panel member to the next arbitrator.

The arbitrator shall have no right to add to or subtract from or modify the provisions of this agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing its own case. If the parties agree to have a transcript provided, the cost of said transcript shall be divided equally between the parties.

D. Either party to this Agreement may at any time during the life of this Agreement, remove one (1) name from the panel of arbitrators named above, and a replacement, if any, shall be mutually agreed upon by the parties.
ARTICLE 8
SICK LEAVE

Section 8.1
Sick leave shall be determined at the rate of one 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 work days.

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 was used.

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 periods when an employee is:
   a. On an authorized leave of absence;
   b. Laid off;
   c. Receiving Worker's Compensation or Disability;
   d. 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 shall 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, (3) days leave with pay, in the event of 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 the event a Department Head 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 work week. All paid time shall count as time worked in the computation of overtime. An employee’s work day or work week 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 ($30.00) dollars 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.

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. Each employee shall contribute seven (7%) percent of the premiums toward the cost of such premiums and the Employer shall assume the remainder of the premiums for these plans. Effective January 1, 2001 employees shall contribute seven and one-half (7.5%) percent of the premiums and effective January 1, 2002, employees shall contribute eight and one-half (8.5%) percent of the premiums. Employee contributions shall be deducted on an equal, pay period basis.
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%) of accumulated sick leave and employees who retire with thirty (30) years service shall receive forty-five (45%) 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 (30%) percent of the retiree's insurance premiums, provided that such employee has twenty (20) or more years 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 conversion 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 election shall be one hundred ($100.00) dollars.

ARTICLE 13
HOLIDAYS

Section 13.1

Each employee shall be granted the following holidays:

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

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.

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 1.

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 to be given in a pay envelope.

Section 16.2
Pay to be given on paydays which shall be bi-weekly; pay day 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

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 2000 and shall terminate on the 31st day of December, 2002, unless amended or otherwise changed through and by negotiations.

ARTICLE 22
WAGES FOR CONTRACT YEARS

Section 22.1
The total salary paid to all current Highway Department employees effective January 1, 2000 shall be the base salary paid in 1999 plus three percent (3%). Effective July 1, 2000 the total salary paid to all current Highway Department employees shall be increased by one (1%) percent.

Section 22.2
The total salary paid to all current Highway Department employees effective January 1, 2001 shall be the base salary paid in December 2000, plus three (3%) percent. Effective July 1, 2001 the total salary paid all current Highway Department employees shall be increased by one (1%) percent.

Section 22.3
The total salary paid to all current Highway Department employees effective January 1, 2002 shall be the base salary paid in December 2001, plus three (3%) percent. Effective July 1, 2002 the total salary paid to all current Highway Department employees shall be increased by one (1%) percent.

Section 22.4
Schedule “B” shall be modified to include the titles of Water Plant Operator I and Water Plant Operator II and the pay rate shall be as listed in Schedule “B”.

Section 22.5- Longevity

All employees shall receive a longevity hourly rate increase over their base hourly rate of fifteen cents ($0.15) per hour after ten (10) years of service; twenty cents ($0.20) per hour after fifteen (15) years of service; and twenty-five cents ($0.25) per hour after twenty (20) years of service.

Section 22.6
New employees shall be paid in accordance with salary scales fixed by Schedule "B". (attached to and made apart of this contract.)

ARTICLE 23
ANNEX

Section 23.1
The Employer will furnish one raincoat and one hard hat to each employee as needed for his or her protection, the same to be returned on 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 about 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 forty ($40) dollars as payment for the increased cost of commercial drivers licenses. Payment will be made upon receipt of the commercial license fee from DMV to the Town Supervisor.
ARTICLE 24
UNIFORM ALLOWANCE

The Town will provide a uniform allowance and/or clothing allowance of $20 per month, to be paid annually in the first paycheck in December. The employee will be required to be properly dressed to perform his/her functions pursuant to specifications provided by the appropriate Department Head.

ARTICLE 25
WORK DAY / WORK WEEK

The work day shall begin at seven (7:00) a.m. and continue until three-thirty (3:30)p.m. 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 work day.

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

An employee may be disciplined or dismissed for incompetence or misconduct. Such employee shall be given a written notice specifying the charges.

A. Within five (5) days after presentation of the charges the employee may request a review of the charges with the appropriate Department Head and a CSEA representative. The Department Head shall return his decision to the employee within two (2) working days.

B. In the event of an unsatisfactory decision at step A, the employee may appeal within five (5) days to a Review Board consisting of a CSEA representative, the appropriate Department Head, and the Town Supervisor. The Town Supervisor shall return the decision of the Review Board to the employee within two (2) working days after the hearing, which shall be held within five (5) working days after the appeal is received by the Town Supervisor.
C. If the employee is not satisfied with the decision at step B, the employee and/or the CSEA may appeal for a hearing with the Town Board within five (5) days. Within ten (10) working days, the Town Board will conduct an executive hearing with the employee, a CSEA representative, and the appropriate Department Head. The decision of the Town Board will be submitted to the employee, the CSEA, and the Department Head within two (2) working days.

D. In the event the Union is not satisfied with the decision specified in C. above, the provisions of Article 7, Section C. of this agreement, shall be utilized.

E. In the case of disciplinary action, no penalty shall be imposed until the appeals procedure is exhausted. In no event shall an employee be suspended without pay in excess of thirty (30) calendar days pending the resolution of a disciplinary grievance.

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 it 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

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.

IN WITNESS WHEREOF, this Agreement has been signed this 

25th day of July, 2000

TOWN OF BIG FLATS

CIVIL SERVICE EMPLOYEES ASSOC.
APPENDIX A

OPTIONAL COVERAGE

Application of unused sick leave as 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 165 days and is applied as additional service credit on a calendar day basis.

(0.2% Est. Rate)

(The above information is from the EMPLOYER'S GUIDE, EMPLOYEES' RETIREMENT SYSTEM, Albany, New York 11-1-3, dated October, 1978.)
APPENDIX B

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 consecutive hours with the loss of one 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 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 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 year period.

2.0 Refusal by an employee to submit to alcohol or drug testing will be equivalent to a positive test result.
SCHEDULE "A"
(Current Highway Department Employees)

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After one year at the mid-step rate the employee shall go to the permanent rate for his or her respective job classification.

PERMANENT

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<th>LABORER</th>
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**SCHEDULE "B"**

(All other current employees plus employees hired on or after 1/1/2000)

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TOWN OF BIG FLATS

Michael Green

CIVIL SERVICE EMPLOYEES ASSOC., INC.
I believe this is an accurate reflection of the additional items we discussed during negotiations and if you agree please execute below. The Town Board will be ratifying at their April 12, 2000 board meeting.

Thank you for your cooperation throughout negotiations.

Sincerely,

Michael Krusen
Director of Personnel/Labor Relations

Signed: Ray Ducharme
Date: 4/13/00
April 11, 2000

Mr. Ray Ducharme  
Collective Bargaining Specialist  
Civil Service Employees Association  
40 Hudson Street  
Bath, NY 14810

Dear Ray,

In follow up to our discussion on the tentative agreement for the Town of Big Flats, this letter will serve as a Memorandum of Understanding regarding certain issues addressed in negotiations:

1. Article I- Recognition: The following employees will not be considered part of the collective bargaining unit – Tom Tokar and Leon Stiles.

2. Article 11 – Employee Hours: For the purposes of responding to emergency calls the Town will continue to call out Leon Stiles and Tom Tokar consistent with the practice in place prior to January 1, 2000.

3. Article 25 – Work Day/Work Week: For the purposes of hours of work the Town will continue to schedule employees of the Water, Drainage and Parks Department consistent with the practice in place prior to January 1, 2000.

4. The following represents the phase-in to wage Schedule B for the listed employees:

   Steve Furney  01/01/00  
                 $8.75

   (represents .25 cents more than entry – Mr. Furney will progress through the annual increases and steps consistent with the contract for Schedule B but will receive .25 cents more than each amount that is reflective in the contract for each annual increase or step)