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#### **Contract Database Metadata Elements**

Title: **Friendship, Town of and Friendship Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Allegany County Local (2005)**

Employer Name: **Friendship, Town of**

Union: **CSEA, AFSCME, AFL-CIO**

Local: **1000, Allegany County Local**

Effective Date: **01/01/05**

Expiration Date: **12/31/08**

PERB ID Number: **9263**

Unit Size: **5**

Number of Pages: **36**

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9263

CONTRACT BETWEEN  
THE TOWN OF FRIENDSHIP  
AND  
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000 AFSCME, AFL-CIO  
FOR AND ON BEHALF OF THE TOWN OF FRIENDSHIP UNIT  
OF THE ALLEGANY COUNTY LOCAL.

5 UNIT EMPLOYEES

JANUARY 1, 2005 TO DECEMBER 31, 2008

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUN 06 2005

**ADMINISTRATION**



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**ARTICLE I**  
**RECOGNITION**

Section 1: The Town of Friendship agrees and recognizes the CSEA, Inc., of C.S.E.A./ A.F.S.C.M.E., Local 1000, AFL-CIO as the sole and exclusive bargaining agent for all full time and part time Highway, Sewer and Water Department employees of the Town, except for the Water Department Supervisor, for the maximum period permitted under law. This shall exclude elected officials, policemen, firemen, tax collectors, deputy Town Clerk, Bookkeeper-Secretary to the Town Supervisor, employees in the Sanitation Department and managerial and confidential employees who are designated as confidential or managerial in accordance with sub-division 7 of section 201 of the Public Fair Employment Act.

Section 2: The CSEA, as the recognized bargaining agent, shall have sole and exclusive representation status for all employees included in the bargaining unit as set forth in Section 1 above with respect to other employee organizations. Further, employees shall have the right to join or refrain from joining the Association free from any interference, restraint or coercion.

Section 3: The CSEA affirms that it does not assert the right to strike against the Town or to cause, instigate, encourage or condone any striking or to impose an obligation on its membership to do the same during the term or to impose an obligation on its membership to do the same thing during the term of the agreement.

The Town agrees that it will not lockout any employee covered under this agreement in violation of the law.

Representatives of the CSEA shall have the right to visit employees at their work locations. Prior notice to the immediate supervisor shall be given if such immediate supervisor is available at the time the Representative of CSEA contacts him or her.

**ARTICLE IA**  
**DEFINITIONS**

Section 1. "Regular Full-time Employee", also referred to as "full time employee", shall be any employee who works on a regularly scheduled basis for forty (40) hours per week for more than twelve (12) consecutive weeks.

Section 2. "Regular Part-time Employee" shall be any employee who works on a scheduled basis for not more than nineteen (19) hours per week. Hours worked on an "as needed" basis shall not be considered in determining such status.

Section 3. "Temporary Employee" shall be any employee who works on either a full time or part-time basis for up to twelve (12) consecutive weeks. It is agreed that the use of Temporary Employees shall not infringe upon or cause a reduction in the number of Regular Full-Time Employees.

Section 4. "Superintendent" shall be deemed to refer to the duly appointed or elected person in charge of the Highway Department, Sewer District and Water District, which units are covered by the Collective Bargaining Agreement (CBA).

Section 5. "Collective Bargaining Agreement" or "CBA" shall be deemed to refer to this agreement or any successor agreements entered into between The Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Friendship Unit, and the Town of Friendship."

**ARTICLE II**  
**DUES CHECKOFF**

Section 1: The Town will deduct from the salary or wage of any member of the Unit who so authorizes individually and voluntarily in writing the dues and membership fees of the Association and will transmit said monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York

12210 or its designated agent on a bi-weekly basis. An authorized officer or other representative of the Association shall provide the Town with a statement setting forth the dues and fees of the Association and any changes in those dues and/or fees.

An authorization on file with the Town shall be honored until and unless it has been revoked or amended by written notice received by the Town from either the association or the employee.

Section 2: Furthermore, CSEA having been recognized or certified as the sole and exclusive representative for all employees included in the collective bargaining unit as set forth in Article I (Recognition) of this contract shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of CSEA in an amount equivalent to the annual dues levied by CSEA for full time and part time employees who are members. The fiscal or disbursing officer shall deduct and transmit the amount of monies as determined by the employment status (part time or full time) of the employee(s) who is not a member and as established by CSEA to the CSEA in the same form and manner that he or she is now transmitting the dues paid by employees who are members. All agency fees deducted shall be sent to CSEA at the address set forth in Section 1 of this Article on a bi-weekly basis. The agency fee deduction shall be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

Section 3: The Association shall save the Town harmless against any and all claims, suits or other forms of liability that may arise by reason of action taken by the Town in the deduction of dues, membership fees and/or agency fees as established by CSEA in this Article or by other written communication to the Town. However, the CSEA shall not be liable to save the Town of Friendship harmless for errors made by any official or agent of the Town which may arise due to the aforementioned official or agents own negligence. Any such claims, suits or other forms of liability shall be the sole responsibility of the Town of Friendship and/or its officials and agents.



**ARTICLE III**  
**POSTING**

All job vacancies including newly created positions shall be posted by the employer on its official bulletin board and on all CSEA bulletin boards. The employer shall provide for CSEA use bulletin boards at all work locations and/or places of assembly of employees. The number, size and location of such bulletin boards shall be jointly decided by the employer and CSEA. These bulletin boards shall be for the use of CSEA for announcement of meetings, election notices and for other matters relative to CSEA business including job posting.

Job vacancies in any classification shall be posted for two (2) work days. Such posting shall include the following: (a) date posted; (b) job title; (c) rate of pay; (d) spaces for interested employees to sign their names.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

Section 1: Definitions

- A. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An employee is any individual within the collective bargaining unit covered by this agreement.
- C. An aggrieved party or grievant is an employee, a group of employees, the CSEA and, when it submits a grievance, the Town.

Section 2: Grievance Submission

- A. An employee may bring matters of personal concern to the attention of the appropriate employers representatives and officials in accordance with applicable laws and rules. He may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that CSEA must be permitted entrance to all formal proceedings and must be informed immediately of any decisions surrounding the case.

B. Each grievance shall be submitted in writing. That statement shall identify the grievant, the provision of this agreement involved in the grievance, the time and place, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved.

C. A grievance shall be considered waived unless the aggrieved party files his grievance in writing with the Department Head within five (5) working days after its occurrence or when the grievant would have become aware of the grievance.

### Section 3: Grievance Procedure

A. An employee having a grievance shall submit it in writing to his Department Head as provided in paragraph C of Section 2 and will discuss it with his department head directly or through a representative of the CSEA with a view of settling the grievance. The Department Head shall respond in writing within five (5) working days.

B. If the grievance is not resolved as provided in Section 3(A), the dispute shall be submitted in writing to the Town Supervisor who shall respond to it within five working days.

C. If the grievance is still not resolved, it shall be presented in writing to the Town Board at the next regularly scheduled meeting in executive session at which time the union shall present its case and the Town Board will have five (5) working days thereafter to render its decision.

D. If CSEA is not satisfied with the decision of the Town Board it may proceed to binding arbitration within ten (10) working days of receipt of the decision of the Town Board as provided in paragraph E.

E. The New York State Public Employment Relations Board will be petitioned to send a panel of five (5) arbitrators to each party. The parties shall strike alternate names from said panel and the last remaining name shall be the arbitrator.

F. The parties further may agree prior to application to the New York State Public Employment Relations Board to a mutually agreed arbitrator. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall

not have the power to add to, subtract from, modify or delete any provision of this agreement. The cost of the arbitration shall be borne equally by each party.

G. The president of this bargaining unit or his designee shall have the right to investigate grievances during working hours without loss of pay.

## **ARTICLE V**

### **BENEFITS FOR FULL TIME EMPLOYEES**

Section 1: The provisions in this Collective Bargaining Agreement relating to “benefits” or “fringe benefits” shall apply to full time employees only, and shall not apply to part time employees or temporary employees.

Section 2: Part time employees and temporary employees are those falling within the definitions set forth in Article IA of this CBA. Such classes of employees shall not receive the benefits provided for in this Agreement, except such benefits as are mandated to be provided to such employees by Federal or New York State law.

Section 3. The Town shall reimburse each regular full time employee for the cost of the CDL license which is required to be held by all full time employees as a condition of employment. The Town shall not be responsible for the cost of any schooling or other expenses, apart from the renewal fee for the license itself.

## **ARTICLE VI**

### **HOURS OF WORK**

Section 1: The hours of work for all full time employees in the Highway Department shall be: eight (8) hours per day and forty (40) hours per week, Monday through Friday with a one half (1/2) hour lunch period each day. The work week begins at 12:01 A.M. on Thursday and ends at 12:00 Midnight on Wednesday evening for bookkeeping purposes.

Except as provided in Section 5 of this Article, the full time employees work day shall begin at 7:00 a.m. and shall end at 3:30 p.m. Hours of part-time

employees shall be established by the Highway Superintendent, not to exceed 50% of full-time employees and within the hours of 7:00 a.m. to 3:30 p.m.

Section 2: Sewer and Water Departments

All Employees working for the above departments shall work eight (8) hours per day and forty (40) hours per week, Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m. with one-half (1/2) hour for lunch during the above hours. In addition these departments shall be staffed on a rotating basis with one-half day of work on Saturday and one-half day of work on Sunday being performed. The person performing such weekend work will receive compensatory time off within seven (7) days after performance of such weekend work, pursuant to a letter of intent pertaining to the Water Department employees.

Section 3: After each concurrent eight (8) hour shift, members of this bargaining unit shall be entitled to one-half (1/2) hour break, to be taken at or around the noon hour as directed by the Superintendent. It is understood that in appropriate circumstances employees shall return to the Town Barn to begin their lunch break. However, when not appropriate, the lunch break shall begin at such time as the employee arrives at whatever place he/she will commence lunch. It is understood that in those situations where the Highway Department is providing mutual assistance to other Town Highway Departments, the lunch break shall commence when all crews break for lunch. Each member of this bargaining unit shall be entitled to a maximum of fifteen (15) minutes coffee break during each half of an eight hour day and one such break during each successive four (4) hours worked. Actual times for coffee breaks shall be determined by the particular work schedule of activities engaged in during the regular hours of work and/or as set by the Superintendent.

Section 4: During the period starting the first Thursday in May and ending on the last Wednesday prior to Labor Day, all laborers of the Town of Friendship Highway Department shall work a week consisting of four (4) ten (10) hour days including coffee breaks, but excluding lunch breaks.

It is further understood that all leave credits for holidays in this period shall be based on a ten (10) hour day and that call out time and overtime shall be based on the appropriate articles of this agreement.

Section 5: During the period starting December 1st of each year, and continuing until March 31st of the following year, the work day for all laborers of the Town of Friendship Highway Department shall begin at 4:00 a.m. The regular work day shall end at 12:00 p.m. This will be called the "Winter Shift." Employees working the Winter Shift will be paid an additional \$0.60 per hour for all hours worked on the Winter Shift.

## **ARTICLE VII**

### **DISABILITY INSURANCE**

The employer shall provide and pay 100% of the cost of New York State Disability Insurance for all employees covered under this agreement.

## **ARTICLE VIII**

### **OVERTIME**

Section 1: Pursuant to Article VI each full time employee covered under this contract shall be paid for all hours worked beyond eight (8) hours per day or forty (40) hours per week at the rate of one and one-half (1 1/2) times his or her hourly rate. Employees shall, however, have the option of taking compensatory time off with pay within the payroll period following the payroll period in which it was earned at the rate of one and one-half (1 1/2) times the number of hours or part thereof worked unless such time off results in irreparable harm to the operation of the Department. If it is determined that irreparable harm would occur, the Town agrees to pay the employee at the rate of one and one-half (1 1/2) times his hourly rate for all time worked on the next pay day.

The above provision shall apply to employees of the Water and Sewer Departments at all times when they are working other than their normally scheduled hours of work as set forth in Article VI of this Agreement.

Section 2: Full time employees shall further receive compensation at the rate of one and one-half (1 1/2) time their hourly rate for all work performed on Saturdays and Sundays. When required to work a national holiday, said employees shall be paid at the rate of two (2) times their hourly rate. National holidays shall be considered to be those on the list in Article XI, Section 1, except the first day of deer season, Veteran's Day, employee's birthday, and the day after Thanksgiving.

In addition to the above, any full time employees working on a holiday shall receive his or her holiday pay. Application of this provision as it pertains to weekend work for employees of the Water and Sewer Department shall take effect only after these employees have completed their normally scheduled work on Saturdays and Sundays as set forth in Article VI of this Agreement.

Section 3: Any full-time employee called in to work less than four (4) hours prior to commencement of their full normal starting time shall only be paid for actual time worked, Except as modified above, any full -time employee called in to work outside his normal work day shall be guaranteed four (4) hours pay at the rate of one and one-half (1 1/2) times his hourly rate. Any part-time employee called in to work outside his/her normal work day shall be guaranteed two hours pay. The rate of pay shall be at the normal rate unless and until the part-time worker has exceeded forty (40) hours in any work week.

Section 4: An employee's normal workday or workweek shall not be changed or curtailed to avoid paying overtime.

Section 5: Overtime shall be assigned and rotated on the basis of seniority, i.e., the most senior employee shall be called first and the list shall be rotated until all employees have either worked or refused said overtime at which time the most senior employee shall be called again and the list rotated. A refusal shall be considered as time worked in the assignment of overtime. Full-time employees shall be called first, then part-time employees.

**ARTICLE IX**  
**HEALTH INSURANCE**

Section 1. The Town shall provide health insurance through Blue Cross of Western New York, Community Blue Program, with Drug Rider, Dependents to age 19 Rider, and Extended Medical Coverage Rider. Part-time and temporary employees shall not be covered under this article. The Town shall pay the full cost of the health insurance premiums each year, provided that the maximum cost of the insurance premiums to be paid by the Town in any calendar year shall be limited as follows:

- in 2005 the maximum cost to the Town for family coverage shall be \$9,500.00, for two person coverage shall be \$6,700.00, and for single coverage shall be \$3,350.00.
- in 2006 the maximum cost to the Town for family coverage shall be \$9,900.00, for two person coverage shall be \$7,150.00, and for single coverage shall be \$3,550.00.
- in 2007 the maximum cost to the Town for family coverage shall be \$10,300.00, for two person coverage shall be \$7,550.00, and for single coverage shall be \$3,900.00.
- in 2008 the maximum cost to the Town for family coverage shall be \$10,700.00, for two person coverage shall be \$7,950.00, and for single coverage shall be \$4,300.00.

Section 2. In addition to the payment of health insurance premiums as set forth in the preceding paragraph, the Town shall reimburse each regular full time employee for medical expenses not covered by health insurance, up to a maximum cost to the Town of \$200.00 per employee. Expenses for individuals other than the employee, shall be limited to those eligible for coverage under the employee's health insurance coverage.

Section 3. The Town agrees that any current employee may choose to opt out of the benefits provided in this Article, and if they so choose they shall be entitled to be paid a sum equal to fifty percent (50%) of the cost of family or single coverage,

whichever is applicable, provided however, that the amount payable by the Town shall not exceed the sum of \$3,000.00 per year for those eligible for family or two person coverage, or a sum equal to \$1,500.00 per year for those eligible for single coverage. Such election shall be effective for each quarter of coverage with the insurance company then providing insurance to the employees of the Town of Friendship. Once the choice is made by the employee in writing, it shall continue in full force and effect until revoked in writing by the employee, with any change to become effective for the next quarter for which the Town is able to enroll such employee for the insurance program participation, and for which the employee had not opted out of coverage. This program shall be effective immediately, but may be canceled by the Town of Friendship at any time should it prove to not be in the best interests of the Town of Friendship.

Effective January 1, 2005, any employee hired on or after January 1, 2005 who selects the insurance buy-out shall receive fifty percent (50%) of the cost of family, two person or single coverage, whichever is applicable, provided however, that the amount payable by the Town shall not exceed the sum of \$3,000 per year for those eligible for family coverage, or a sum of \$2,250 for those eligible for two person coverage, or the sum of \$1,500 for those eligible for single coverage. Current employees payments under this section shall remain unchanged.

Section 4. The Town agrees to establish an I.R.C. Flex §125 Plan to permit employee contributions towards health insurance and other allowable payroll deductions to be deducted from their pay on a “pre-tax” basis to the extent allowable by federal and state law. The expense of setting up and maintaining such a Plan shall be born by the Town of Friendship.

## **ARTICLE X**

### **RETIREMENT**

All employees shall receive coverage under Section 75G of the New York State Employees Retirement System at no cost to the employee.

Effective January 1, 1980 the employer passed an appropriate resolution implementing the Guaranteed Death Benefit Rider (Section 60B) under the New



York State Employees Retirement System for all employees covered under the contractual agreement.

Effective January 1, 1981, the employer passed an appropriate resolution implementing the Unused Sick Leave Rider (Section 41J) under the New York State Employees Retirement System for all employees covered under the contractual agreement.

If Section 60B is no longer available, the employer agrees to provide each employee with a term life insurance policy with equal benefits to those provided under Section 60B. Such term life insurance policy shall be provided at no cost to the employee.

In the same manner, if Section 41J is no longer available the employer agrees to increase the hourly rate of each employee as set forth in Appendix C of this Agreement by taking the total cost of Section 41J to the Town, dividing it by 2080 hours and then adding the resulting cents per hour to each employee's then current hourly rate.

**ARTICLE XI**  
**HOLIDAYS**

Section 1: All full-time employees shall receive the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	First Day of Deer Season
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee's Birthday
Columbus Day	

Section 2: If a holiday falls on a Saturday, the employee shall be given the preceding Friday as a holiday. If a holiday falls on a Sunday, the employee shall be given the following Monday off as the holiday. If an employee is requested to work on a holiday or a day as designated above, such employee shall receive compensation in accordance with Section 2 of Article VIII of this contractual

agreement. If an employee's birthday falls on a weekend during the summer work schedule the employee shall receive the closest work day off as a holiday.

Section 3: Part-time employees and temporary employees shall not receive paid holidays as specified in Section 1.

## **ARTICLE XII**

### **VACATIONS**

Section 1: All full-time employees shall receive vacation according to the following schedules:

(a) Those employees who were in the employ of the Town on or before December 31, 2000 shall receive as follows:

After one (1) year service - two (2) weeks paid vacation  
After five (5) years service - three (3) weeks paid vacation  
After twelve (12) years service - four (4) weeks paid vacation

(b) Those employees who commenced employment with the Town on January 1, 2001 or later, shall receive vacation as follows:

After one (1) year of service - one (1) week paid vacation  
After three (3) years of service - two (2) weeks paid vacation  
After eight (8) years of service - three (3) weeks of paid vacation  
After fifteen (15) years of service - four weeks of paid vacation

(c) Vacation accruals shall not be accumulated except as provided below and shall be taken in the year they are earned. In the event that emergency requires that cancellation of an employee's vacation by the employer or causes the employee to be unable to use his/her vacation in the year in which it is earned, the employee may, upon approval by the Town Board, carry over any and all unused vacation accruals into the next fiscal year for use in that year. The foregoing option may be used on a one-time only basis. If the employee is unable to use all of the vacation accruals by the end of the fiscal year in which he had a vacation carry over, the employer shall pay the employee for all remaining vacation

accruals at the employee's then hourly rate of pay on the first pay day in December in such year.

Part-time employees and temporary employees shall not receive vacation benefits as specified in this section.

All requests for vacation shall be made in writing, to be received by the Superintendent at least one week before the date when the requested vacation would commence. All requests for vacation of a duration of one week or longer shall be received by the Superintendent at least two (2) weeks before the date when the requested vacation would commence. All requests for vacations shall be subject to approval by the Supervisor or Superintendent with priority being given to the worker with the greatest seniority, in the event that there is a conflict in requested weeks of vacation. Under no circumstances shall more than one employee in a department be scheduled for vacation at the same time. Notwithstanding the above, the Superintendent may at his/her sole discretion allow more than one employee off on vacation at the same time.

Section 2: If a holiday(s) falls within the vacation period of an employee, the vacation period of such employee shall be extended by the holiday(s) falling within such vacation period.

Section 3: Upon death, retirement or other type of separation of service the employee, his beneficiary or estate shall be paid, except as provided in paragraph two (2) of this Section, for all unused vacation days earned in the previous fiscal year for use in the fiscal year in which one of the above events occurs as well as any earned unused vacation which the employee carried over from the fiscal year in which it could have been used. In addition vacation accruals earned in the fiscal year in which one of the above events occurs shall be prorated in accordance with the number of months worked by the affected employee and shall be added to the employee's vacation credits which were not used. The employee, his beneficiary or estate shall be paid for the unused vacation accruals at the employee's current hourly rate of pay on the date of death, retirement or other type of separation of service of the employee occurs.

In order to receive vacation pay as provided herein, the employee, except in

case of death, shall give the employer two (2) weeks notice of his intention to resign or retire from his position. An employee who is discharged for cause shall not be eligible for this benefit.

**ARTICLE XIII**  
**PERSONAL LEAVE**

Each full-time employee shall be granted and be allowed to use three (3) personal leave days annually without loss of pay or other leave benefits. Any employee desiring personal leave shall notify his or her immediate supervisor one (1) day prior to taking a personal leave day(s) except in cases of emergency. An employee may not use personal leave the day before or the day after a holiday except in the case of an emergency or except when the day off is approved by his immediate supervisor. Part-time employees and temporary employees are not covered under this Article.

**ARTICLE XIV**  
**SICK LEAVE**

Section 1: Each employee covered under this contract shall accumulate sick leave at the rate of one-half (1/2) day per pay period with a maximum accumulation amount of one hundred sixty-five (165) days. Part-time employees and temporary employees shall not be entitled to sick leave.

Section 2: The Town shall have the right to request a sick slip from the employee's doctor after the employee has been on paid sick leave for three (3) consecutive work days.

Section 3. Each regular full time employee shall be permitted to utilize not more than three sick leave days annually, for the purpose of attending to members of his/her immediate family who are ill and who require his/her attention. For purposes of this section, immediate family shall be defined as family members who reside within the employee's household. Such sick leave may be taken in

increments of one-half (1/2) day and all sick leave requested, so used for this purpose, shall be marked as being requested to attend to illness of family members.

Section 4. Upon retirement, employees with at least twenty (20) years of service with the Town of Friendship may request payment for ten (10) days at their current rate of pay for unused accumulated sick leave.

## **ARTICLE XV**

### **SALARIES/WAGES**

Section 1. The following schedule of wages shall apply to all employees who are covered by this Agreement who are in the employ of the Town of Friendship as of January 1, 2005:

Effective January 1, 2005 all employees covered under this agreement, except those who are governed by Appendix A, shall be paid in accordance with the salary schedule set forth in Appendix B, Section 1.

Effective January 1, 2006 all employees covered under this agreement, except those who are governed by Appendix A, shall be paid in accordance with the salary schedule set forth in Appendix B, Section 2.

Effective January 1, 2007 all employees covered under this agreement, except those who are governed by Appendix A, shall be paid in accordance with the salary schedule set forth in Appendix B, Section 3.

Effective January 1, 2008 all employees covered under this agreement, except those who are governed by Appendix A, shall be paid in accordance with the salary schedule set forth in Appendix B, Section 4.

Section 2. The schedule of wages set forth in Appendix A shall apply to all employees who are covered by this Agreement whose date of hiring as a regular full time employee was January 1, 2005 or later. All such employees shall be paid in accordance with this schedule until such time as they have progressed fully through the Hire scale and five (5) annual steps set forth in such Appendix A, provided, however, the Employer may move employees along such pay scale at an

accelerated rate if their experience, training and/or skill level justify such acceleration, in the discretion of the Employer. The Town shall provide the Unit President with proof of said experience, training or skill level. No rate of pay is shown for periods of time which would occur subsequent to the years covered by this agreement. Such rates of pay shall be determined through future negotiations between the Union and Town.

Section 3. Each full-time employee shall be entitled to receive a longevity increase on the anniversary date of employment to be added to their salary in accordance with the provisions set forth in Appendix C.

Section 4. Employees shall be paid on every other Thursday. In the event that a regular pay date shall fall upon a day when an employee is absent to an approved vacation period, then he/she may request and receive that specific pay check prior to the commencement of his/her approved vacation time.

## **ARTICLE XVI**

### **SENIORITY**

Section 1: (a) Seniority shall be on a departmental basis and shall be defined as the length of service within the Department.

(b) For purposes of this Article there shall be three (3) Departments as follows: Highway, Sewer and Water.

(c) Part-time employees shall accrue seniority on a pro-rata basis, i.e., four hours equals one-half day. Temporary employees shall not accrue seniority.

Section 2: Loss of Seniority

An employee shall lose his seniority rights only for the following reasons:

- (a) He or she resigns of his or her own accord.
- (b) He or she is discharged for just cause.
- (c) He or she fails to report to work within three (3) working days after recall unless prevented from doing so by reason of illness, death in the family or

other reason or fails to report to work within seven (7) working days after notice of recall if employed in some other occupation.

(d) He or she is laid off in excess of two (2) years.

(e) He or she is absent for three (3) consecutive working days without notifying the employer. This provision shall be waived in case of emergency.

Section 3: Choice of vacation time off shall be determined in accordance with Departmental seniority as defined in Section 1 (a) above and such seniority shall be used as a factor in promotions and transfer as provided in the article concerning those conditions of employment.

## **ARTICLE XVII**

### **LAYOFF AND RECALL**

Section 1: For the purpose of the layoff of non-competitive and labor class employees, such employees shall be laid off on the basis of Departmental Seniority as defined in Article XIV of this agreement beginning with the least senior employee(s).

Recalls shall be in the reverse order of layoff. The employer shall notify the employee(s) of his or her recall by registered mail with return receipt requested at the employee's last known address. Such recall notification must be acknowledged by the employee(s) within the time limitations set forth in Subdivision C of Section 2 of the provision of Seniority (Article XV).

An employee shall retain his or her recall rights for a period of two (2) years.

Section 2: All part-time and temporary employees in each Department shall be laid off prior to the layoff of regular full-time employees. The layoff procedure for regular full-time employees as stated herein shall be used in the event of the layoff of any part-time employees or temporary employees. Temporary employees shall be laid off prior to part-time employees.

Section 3: Upon being recalled to a position(s), the employee(s) recalled shall receive the rate of pay that he or she was receiving when the layoff occurred plus any pay increase provided during the period of layoff. In addition, all benefits provided under the contractual agreement which the employees had accrued up to the date of layoff and had not used shall be returned to the employee upon recall.

Section 4: All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall.

Section 5: The employer shall provide the Union with lists containing departmental seniority of each employee within thirty (30) days of the execution of this agreement. Any dispute concerning seniority dates of an employee, if unresolved within thirty days of the issuance of the lists by the employer, shall be submitted to binding arbitration for resolution.

## **ARTICLE XVIII**

### **BEREAVEMENT LEAVE**

Each full-time employee covered under this agreement shall be allowed five (5) consecutive days of bereavement leave with pay per death in his/her immediate family, with such leave to be taken contemporaneous with the death of the deceased family member. Immediate family shall be defined as mother, father, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, any other person living in the household of the employee. Immediate family shall also be defined to include "step" relatives in the same degrees of relationship as those relationships listed in the previous sentence.

Each full-time employee covered under this agreement shall be allowed one (1) day of bereavement leave with pay for the purpose of attending the funeral of a brother-in-law, sister-in-law, grandparent, aunt or uncle.

Bereavement leave shall not apply during periods when an employee is absent from work because of sick leave, personal leave, vacation or other unpaid leave of absence as provided in this agreement.



Part-time employees and temporary employees shall not be covered under this Article.

**ARTICLE XIX**  
**LEAVES OF ABSENCE**

Upon a full-time or part-time employee's written request, the employer may grant an unpaid leave of absence without loss of seniority for a period not to exceed ninety (90) days. Such leave may be reasonably extended by mutual agreement of the employer and the CSEA. A copy of the leave approval shall be sent to the CSEA Unit President. Upon commencement of the leave all benefits shall be frozen and cannot be utilized by the employee during the period of the leave except as provided by this agreement or under law. Upon return to work all leave credits shall be returned to the employee for his use.

Leaves of absence due to sickness or disability or maternity beyond the use of sick leave accumulation shall be granted by the employer upon application in writing and presentation of a certificate of a doctor attesting to the employee's illness, disability or maternity which prevents the employee from performing regular duties. Such leaves shall not exceed twelve (12) months unless mutually agreed by the employer and the union. Seniority shall accumulate for the first six (6) months and thereafter be frozen until the employee resumes active service unless an employee is injured on the job, in which case, seniority will continue to accumulate.

An employee who is hurt or injured on the job shall elect in writing whether he or she desires to use his or her paid accumulated sick leave for the period of disability or whether he or she desires the weekly benefit check as provided under the Workmen's Compensation Law. Such statement shall be filed with his or her Department Head. In the event that the employee elects to take sick leave with pay, such employee shall transmit to the Fiscal Officer of the Town his or her weekly benefit check. When such check is received by the Fiscal Officer of the Town, the employee's sick leave shall be adjusted in accordance with the following formula:

Weekly Workmen's Compensation

Check Benefit

Employee's Daily Rate of Pay = number of sick leave days per week  
returned to the employee to the  
nearest half (1/2) day.

Lump sum payments for injury or disability shall be retained by the employee.

## ARTICLE XX

### MANAGEMENT RIGHTS

Section 1: Except as otherwise specifically provided in this agreement, the employer shall have the customary and usual rights, powers and functions to direct the employee; to hire, promote, suspend and to take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of the employer pursuant to existing practices unless altered by this agreement. Furthermore, the Town shall only be allowed to subcontract when it does not cause the layoff or would otherwise cause the termination of an employee(s) or reduces the normal hours of work of such employees below forty (40) hours. The Town shall have the right to require all employees to use time clocks, provided all employees are treated uniformly.

Section 2: Under the terms of this agreement and pursuant to the Public Employees Fair Employment Act, the Employer shall negotiate collectively and in good faith with the CSEA in the determination of salaries and the terms and conditions of employment and then enter into a written agreement with CSEA.

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**ARTICLE XXI**  
**PROMOTION, TRANSFER, VACANCIES**

**Section 1:** Promotions

(a) When a promotional opportunity becomes available in a non-competitive or labor class title, all employees employed on other than a temporary, part-time or provisional basis shall be allowed to apply. Permanent promotions within the classifications covered by this agreement shall be based upon qualifications and seniority. In the event that qualifications among candidates are equal, then Departmental seniority, as defined in Subdivision (a) of Section 1 of Article XVI, shall be determinative. If none of the present employees apply or if the Town determines the applying employee is unqualified, the Town shall offer the promotional opportunity to those employees denoted in Section 3 below and then to individuals not employed by the Town.

**Section 2:** Transfer

(a) Prior to any promotional opportunity(ies) being offered, the employer shall announce the existence of the vacancy(ies) allowing employees to apply for a transfer to the vacant position(s). The employer shall transfer the applying employee(s) with the most seniority to the vacant positions. If no employee(s) applies for the vacant position(s), the employer shall offer a promotional opportunity(ies) to other employees in the Town in accordance with Section 1 above. In any event after all transfers are completed, the remaining vacancy(ies) shall be offered on a promotional basis in accordance with the above Section.

**Section 3:** A temporary or part-time employee(s) shall only be considered for a permanent position(s) once all conditions of Sections 1 and 2 above are satisfied. Provisional employees shall be considered for transfers and promotional opportunities under Sections 1 and 2 above prior to temporary or part-time employees but only after the conditions under Sections 1 and 2 are satisfied for permanent employees.

Section 4: Promotional and Transfer opportunities for competitive employees shall be in accordance with Civil Service Law, rules and regulations.

## **ARTICLE XXII**

### **JURY DUTY**

Each full-time employee called for jury duty or subpoenaed as a witness in a court action will receive time off with pay for the purpose of complying with the notice of jury duty or the subpoena. In cases where an employee is called to serve on a grand jury, the receipt of full pay from the Town by the employee shall be limited to fifteen (15) working days per calendar year. Other than Grand Jury service, which is limited to fifteen (15) working days per calendar year, each employee shall be paid his or her regular daily salary for each day spent in court as a juror or witness less the compensation paid by the court. Mileage allowance and other expenses paid by the court shall be retained by the employee. Expenses paid by the court shall be retained by the employee.

The employee shall be required to:

- (a) Notify his immediate supervisor as soon as possible but at least two (2) work days before the day the employee is required to report for jury service.
- (b) Return to his immediate supervisor a completed form certified by the court clerk when received by the employee.
- (c) Cooperate with the employer in requesting excuse or delay from jury service where the employee's absence will adversely affect the Town's operation.

It is understood that employees will report back for work at any time when they are free from the responsibilities of jury duty.

## **ARTICLE XXIII**

### **PROBATIONARY PERIOD**

All newly hired full-time employees shall serve a probationary period of eight (8) weeks which may be extended to twenty-six (26) weeks upon written notification to the employee that his probationary period is being extended prior to the expiration of the eight (8) week period. All newly hired part-time employees

shall serve a probationary period of sixteen (16) consecutive weeks which may be extended to fifty-two (52) weeks upon written notification to the employee that the probationary period is being extended prior to the expiration of the sixteen week period. No employee shall be disciplined or discharged without just and proper cause after completing his probationary period.

**ARTICLE XXIV**  
**SAVINGS CLAUSE**

If any article or part thereof of this agreement or any addition thereto should be decided in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

If a determination or decision is made as per paragraph 1 of this provision the parties of this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

**ARTICLE XXV**  
**NO DISCRIMINATION**

The opportunity to give and obtain employment without discrimination because of race, creed, color, national origin, political affiliation, citizenship status, or sex is hereby recognized by the parties to this agreement.

Any reference to the male gender herein shall apply equally to the female gender.

**ARTICLE XXVI**  
**HEALTH AND SAFETY**

The employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices and equipment reasonably necessary to protect employees from injury shall be provided by the Town in accordance with the New York State laws.

**ARTICLE XXVII**  
LEGISLATIVE PROVISION

ANY PROVISION 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.

**ARTICLE XXVIII**  
CLOTHING ALLOWANCE

The employer agrees to furnish work related clothing for each full-time employee covered by this agreement, not to exceed a total of \$250.00 in cost. The Union has provided the Town with a list of items of clothing which are “work related”, which list consists only of the following items: working boots, blue jeans, coveralls, gloves, winter coats long johns, and shirts.

**ARTICLE XXIX**  
ORGANIZATIONAL LEAVE

The employer agrees to provide three (3) union days per year to be used by the president or his designee for union business provided reasons for using such days are given in advance.

**ARTICLE XXX**  
SUBFOREMAN/DEPUTY SUPERINTENDENT

Any employee appointed to act as a subforeman in the absence of a foreman, and any employee appointed to act as a Deputy Superintendent in the absence of a Superintendent, will be paid a rate of \$ 0.50 per hour in addition to

his/her regular pay during the time he/she is acting as such subforeman or Deputy Superintendent.

The Subforeman's position mentioned above will be posted when possible according to Article III. Appointment as Deputy Superintendent shall be as provided for in the law, or in the discretion of the Superintendent or Town Board.

## **ARTICLE XXXI**

### **JUST CAUSE**

An employee who is a member of this bargaining unit may not be disciplined, reduced in rank or discharged without just cause.

Proposed penalties sought shall not exceed those permitted under Section 75, Subdivision 3 of the New York State Civil Service Law.

Any discipline matters for covered employees will be processed under the Med/Arb program administered by PERB which provides for mediation of any discipline matters in the first instance and conversion of the proceedings to binding arbitration if the mediation does not settle the matter. A staff mediator/arbitrator from PERB will act as the mediator/arbitrator for all discipline action and the only expense will be \$50 fee paid when the matter is referred to the mediator.

## **XXXII**

### **NEW EMPLOYEES**

The employer shall supply to the Town of Friendship Unit on a monthly basis the name, item number and work location and date of hire of all new employees in the bargaining unit.

## **ARTICLE XXXIII**

### **NEW TITLES**

In the event new titles are created by the employer during the term of this agreement, the union shall be informed, in writing, 15 work days prior to the

establishment of such new titles. In the event the union and the employer cannot agree as to whether the new titles are to be included/excluded in/from the bargaining unit, the parties agree to submit the question to Section 3(E) of the grievance and arbitration Article of this agreement.

**ARTICLE XXXIV**  
**SUCCESSOR CLAUSE**

This agreement shall be binding upon the employer and its successors, assignees, lessees or transferees of the employer or any other parties to contracts with the employer which successors, assignees, lessees, transferees or parties provide services similar to those provided by members of the bargaining unit represented by CSEA, Inc.

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**ARTICLE XXXV**

DURATION

This contract shall take effect on January 1, 2005 and shall continue in full force and effect until December 31, 2008.

IN WITNESS WHEREOF the parties have hereunder set their hands this 25<sup>th</sup> day of April, 2005.

TOWN OF FRIENDSHIP

Town of Friendship Unit, Allegany  
County Local Civil Service Employees  
Association, Inc.

by Richard K. Shelley  
Richard Shelley, Supervisor,

by Ralph Plummer, Jr.  
Ralph Plummer, Jr., President

Approved and Ratified by  
CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.

by Richard Toth  
Richard Toth, LRS



**Section 2. EFFECTIVE JANUARY 1, 2006**

Ralph Plummer, Jr.	\$ 16.16 per hour
David Ritter	\$ 16.16 per hour
Richard Rathbun	\$ 16.16 per hour
James Zacher	\$ 16.16 per hour
George Ritter	\$ 16.16 per hour

**Section 3. EFFECTIVE JANUARY 1, 2007**

Ralph Plummer, Jr.	\$ 16.66 per hour
David Ritter	\$ 16.66 per hour
Richard Rathbun	\$ 16.66 per hour
James Zacher	\$ 16.66 per hour
George Ritter	\$ 16.66 per hour

**Section 4. EFFECTIVE JANUARY 1, 2008**

Ralph Plummer, Jr.	\$ 17.07 per hour
David Ritter	\$ 17.07 per hour
Richard Rathbun	\$ 17.07 per hour
James Zacher	\$ 17.07 per hour
George Ritter	\$ 17.07 per hour

The parties to this contract agree to mutually establish the salaries or hourly rates of any newly hired employees of the Sewer and Water Department.

Present employees not listed above shall receive the same hourly rate as those employees of the Highway Department who are listed, unless they fall within the category of employees subject to Appendix A.

**APPENDIX C**  
**LONGEVITY INCREASE SCHEDULE**

Each full-time employee shall be entitled to receive a longevity increase. Effective January 1, 2005, the payments shall be on the anniversary date of employment to be added to their salary as follows:

After 10 years of service	-	\$ .35 per hour
After 15 years of service	-	\$ .45 per hour
After 20 years of service	-	\$ .70 per hour

