



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Clarence, Town of and Clarence White Collar Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 815 (2005)**

Employer Name: **Clarence, Town of**

Union: **Clarence White Collar Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Local 815**

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

Expiration Date: **12/31/06**

PERB ID Number: **8426**

Unit Size: **19**

Number of Pages: **22**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

by and between the

TOWN OF CLARENCE

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED

JUN 06 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Town of Clarence White Collar Unit
Erie County Local 815

January 1, 2005 - December 31, 2006

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 DUES AND AGENCY SHOP FEES	1
ARTICLE 3 GRIEVANCE AND ARBITRATION	2
ARTICLE 4 NO STRIKE-LOCKOUT	4
ARTICLE 5 POSTING	5
ARTICLE 6 WORKDAY, WORKWEEK AND OVERTIME	5
ARTICLE 7 OVERTIME	6
ARTICLE 8 HOLIDAYS	6
ARTICLE 9 VACATIONS	7
ARTICLE 10 INSURANCE	8
ARTICLE 11 RETIREMENT	9
ARTICLE 12 SICK LEAVE	9
ARTICLE 13 PERSONAL DAYS	10
ARTICLE 14 JURY DUTY	11
ARTICLE 15 BEREAVEMENT LEAVE	11
ARTICLE 16 FIRE DUTY	11
ARTICLE 17 LEGISLATIVE ACTION	12
ARTICLE 18 SAVINGS CLAUSE	12
ARTICLE 19 GENERAL	12
ARTICLE 20 WAGES	12
ARTICLE 21 PERSONNEL FILES	13
ARTICLE 22 SHOE ALLOWANCE	13
ARTICLE 23 MANAGEMENT RIGHTS	13
ARTICLE 24 DURATION	14
ARTICLE 25 FINAL AGREEMENT	14

ALPHABETIC LISTING

Bereavement Leave	Article 15	Page 11
Dues and Agency Shop Fees	Article 2	Page 1
Duration	Article 24	Page 14
Final Agreement	Article 25	Page 14
Fire Duty	Article 16	Page 11
General	Article 19	Page 12
Grievance and Arbitration	Article 3	Page 2
Holidays	Article 8	Page 6
Insurance	Article 10	Page 8
Jury Duty	Article 14	Page 11
Legislative Action	Article 17	Page 12
Longevity	Article 20	Page 12
Management Rights	Article 23	Page 13
No Strike-Lockout	Article 4	Page 4
Overtime	Article 7	Page 6
Personal Days	Article 13	Page 10
Personnel File	Article 21	Page 13
Posting	Article 5	Page 5
Preamble		Page 1
Recognition	Article 1	Page 1
Retirement	Article 11	Page 9
Salary Schedule/Employee Listing		Pages 16 - 18
Savings Clause	Article 18	Page 12
Shoe Allowance	Article 22	Page 13
Sick Leave	Article 12	Page 9
Signature Page		Page 15
Vacations	Article 9	Page 7
Wages	Article 20	Page 12
Workday, Workweek and Overtime	Article 6	Page 5

PREAMBLE

THIS AGREEMENT is made and entered into by and between the Town of Clarence (herein called the Employer); and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Town of Clarence White Collar Unit of Local 815 (herein called the Union) ; and has, as its purpose, the promotion of harmonious relations between the Employer, the employees and the Union, the establishment of an equitable and peaceful procedure for the resolution of disputes, and establishments of pay, hours and other conditions of employment.

ARTICLE I **RECOGNITION**

1.1 By virtue of the Union's affirmation herein, on behalf of itself and the members of the negotiating unit that it does not assert the right to strike, to assist or participate in any strike or impose an obligation to conduct, assert or participate in any strike against the employer during the period of this Agreement, the Employer recognizes the Union as the sole and exclusive negotiating representative of the employees employed by the Employer in the unit set forth below:

The Town recognizes the CSEA as determined in PERB Case No. C-4455 as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and any terms and conditions of employment. The included titles are full time: Senior Clerk, Clerk Typist, Senior Clerk Typist, Water District Clerk, Building and Zoning Clerk (Assistant Zoning Officer), Code Enforcement Officer, Senior Code Enforcement Officer, Plumbing Inspector, Assessment Clerk, 2nd Deputy Receiver of Taxes, Dog Control officer, Computer Operator, Real Property Appraiser, Real Property Appraisal Technician, Laborer (Custodian), Engineer Aide and Messenger. The excluded titles are: Assessor, Court Clerk, Senior Clerk (Secretary to Town Supervisor), Bookkeeper and all other employees.

ARTICLE 2 **DUES AND AGENCY SHOP FEES**

2.1 **Agency Fee** Any present or future employees holding job titles represented by the Union, who are not Union members and who do not make application for membership to the Union shall have deducted from their wage an amount equivalent to the dues levied by the Union. Such deduction shall begin the first pay period following thirty-one (31) days of employment or the pay period following the discontinuance of the membership of the employee. The Town shall make such deductions on a biweekly basis and transmit the sum so deducted within ten (10) working days to the Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, New York 12210.

2.2 The foregoing provisions of this Section shall only be applicable in the case of the CSEA which shall establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an Agency Shop Fee deduction which represents the employee's pro rata share of expenditures by the organization in and of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

2.3 No dues or agency shop fees deductions shall be made until the amount and any changes thereto are certified to the Town by an authorized officer of the Union.

2.4 The Town shall deduct dues or CSEA sponsored insurance from those employees of the Town who have signed the appropriate payroll deduction authorization card on a biweekly basis and shall send such monies to the Civil Service Employees' Association, Inc. and/or to its designated agent(s) in the same form and manner by which its fiscal or disbursing officer is now transmitting agency shop fees to the address set forth in Section 3.1 of this article or an address(es) which the Union establishes for the designated agent(s).

2.5 An authorization on file with the Town shall be honored until it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the Town.

2.6 The Association shall defend and save the Town harmless against any and all claims suits or other forms of liability that shall or may arise by reason of action taken by the Town to comply with the terms of this Section or in reliance on a certification issued by the Association.

2.7 Nothing contained herein shall be construed as requiring compulsory membership in the Association as a condition of continued employment.

2.8 Access to Employees

Representative of the Union shall have the right to enter the premises of the Town for the purpose of visiting employees in the unit covered by this Agreement regarding the administration of the Agreement, or to explain Union sponsored programs or benefits during working hours only under the following circumstances:

1. Prior notification to and approval of the Department Head or his/her designated representative; and
2. Mutual agreement regarding the date, time; location, and anticipated duration of such visits.

It is understood that such requests shall not be unreasonably denied.

ARTICLE 3 GRIEVANCE AND ARBITRATION

3.1 A grievance is defined as any claimed violation, misapplication, or misinterpretation of any specific provision of this Agreement. In the event of any such dispute, the matter shall only be processed in accordance with the following procedure:

STEP 1: The grievance shall be reduced to writing within fourteen (14) calendar days after the employee knew or should have known of the act or condition on which the grievance is based or the grievance will be deemed waived. The grievance shall be submitted directly to the Department Head who shall submit an answer, in

writing, within fourteen (14) calendar days after receipt of the written grievance, to the aggrieved employee and Union representative.

STEP 2: Should the grievance remain unresolved, within ten (10) calendar days after the Step 1 answer, the matter may be submitted to a designated Union representative who shall meet with the Town Board, and its representative, and earnestly attempt to adjust the grievance. The meeting between CSEA and the Town Board should be mutually agreed upon but no later than sixty (60) calendar days after the grievance is submitted to the Town Board. The Town Board shall have twenty (20) calendar days after meeting to give the Union representative an answer to the grievance. Employer grievances shall be filed directly at Step 3.

STEP 3: If the grievance is not resolved at Step 2, either party may submit the grievance to arbitration, and in so doing, must give the other party written notice of such intention within ten (10) calendar days after the Step 2 decision; otherwise the grievance shall be deemed waived. It is understood "party", as used above, means the employer or the Union. The Town and the Union shall attempt to mutually agree upon the selection of an arbitrator. In the event that the parties are unable to mutually agree upon an arbitrator, the Town or the Union shall request, in writing a panel of five (5) arbitrators from the New York State Public Employment Relations Board or the Federal Mediation and Conciliation Services. Each party has the right to reject one (1) list in its entirety. If neither party rejects a list in its entirety, then by a coin flip, each party will alternately cross off an arbitrator until one (1) name remains. The remaining name shall be the mutually selected arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. No arbitrator functioning under the grievance procedure shall have any power to amend, alter, modify or delete any provision of this agreement. The costs of arbitration shall be divided equally between the parties. However, each party will be responsible for compensating its own representative and witnesses. If the arbitration is held during working hours, the grievant and his witnesses, if Town employees, will not suffer loss of salary.

Only the President or his/her designee from the same Union and the grievant, as Town employees, will be in the hearing room during the entire hearing.

3.2 Grievance Form All written grievances shall be submitted on a grievance form approved by the Town and CSEA and shall state the name and position of the aggrieved party, a concise statement of the complaint, supporting facts, and the provisions of the Agreement to which the grievance applies.

3.3 Time Frames If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the answer been communicated on the last day of the specified time period.

The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt to the grievance answer.

3.4 It is the intent of the parties that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits may be extended.

3.5 In lieu of coverage under Section 75 and Section 76 of the New York Civil Service Law, the following procedure will be followed:

If the Town determines that an employee shall be disciplined it shall be only for just cause with the burden of proof upon the Town. At the time the action is taken, the employee shall be entitled to the presence of an appropriate Union representative.

Failure to file a grievance within the time frame here and above specified or timely appeal to arbitration, shall constitute acceptance of the disciplinary penalty and then settle the matter without prejudice in its entirety.

3.6 A grievance involving the rights of the Union or a common grievance involving more than one (1) employee represented by the Union in a department(s) shall be initially filed by the Unit President in the name of all affected employees or for the Union Step 2. If not resolved at the aforementioned steps, the Unit President shall be allowed to proceed through each remaining step of the grievance procedure which follows the steps stated herein, including Step 3, in order to achieve a resolution of the grievance(s) filed by him.

ARTICLE 4 **NO STRIKE-LOCKOUT**

4.1 The Union, its members and each employee member individually and collectively, agree that they will not call authorize, sanction, cause or permit, instigate, aid or condone or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general or any kind of walkout, work stoppage, slowdown or interruption of work of any kind during the term of this Agreement.

4.2 The Union, its officers, agents and representatives shall refuse to aid or assist in any way employees participating in any of the foregoing prohibited practices, and shall, in good faith, use every reasonable effort to have such practices terminated, including the prompt direction of its members to return to work.

4.3 The Employer agrees that it shall not take any action during the term of this Agreement which would constitute a lockout of employees in the unit covered by this Agreement.

ARTICLE 5
POSTING

5.1 The CSEA shall have the right to post notices and communications on the bulletin boards maintained on the premises of and facilities of the Town.

5.2 All examination announcements shall be posted with copies given the Unit President at least one day prior to the posting of such notices.

5.3 All permanent vacancies indicating work location shall be posted for a seven day period.

The Unit President shall receive copies of all job postings at the earliest time prior to posting.

ARTICLE 6
WORKDAY, WORKWEEK

6.1 **Workday/Workweek**

The regular workday for employees covered under this contract shall not exceed seven (7) hours in any calendar day except for employees who are working a regular seven and one-half (7 1/2) hour schedule, exclusive of a one hour unpaid lunch.

6.2 **Assessor's Office**

Employees working in the Assessor's office will continue their nine (9) hour day, four days a week within a Monday - Friday work week, exclusive of a one hour unpaid lunch. For all employees hired after January 1, 2005, the regular work day for employees in the Assessor's office shall not exceed seven (7) hours in any calendar day, exclusive of a one (1) hour unpaid lunch, for a period of five (5) days per week (Monday through Friday) during the hours of 8:30 a.m. to 4:30 p.m.

6.3 **Zoning and Planning Office**

One clerical person who works in this office will work Monday - Friday, 8:30 a.m. to 4:30 p.m. inclusive of a one hour unpaid lunch. In addition, he/she is expected to attend all Planning Board meetings to take and type the minutes. Any time worked over thirty-five (35) hours in a week for attending Planning Board minutes shall be compensated at hour for hour at compensatory time.

6.4 **Dog Control Officer**

The Dog Control Officer is an on-call position which does not have any specific hours and or work week. This position does not qualify for overtime as defined in Article 7.1 except for court time.

6.5 Hours of Work

The hours of work for all employees covered under this contract shall be as has been established per department, Monday through Friday with a one hour unpaid lunch except as defined in Section 6.2 and 6.4 above.

6.6 Summer Hours

Summer working hours shall continue for all employees covered under this contract during the months of June, July and August and through Labor Day; except for the Building Department which shall be May 1 through September 30.

6.7 Time Recording System

Each employee shall utilize a time recording system to be developed by the Town. In the event such recording system is a time clock, the employee shall be required only to punch in and punch out or sign in/sign out at the beginning and end of their shifts, respectively. In the event time clocks are utilized, one time clock shall be placed at the main building for each department within the Town. In the event time clocks are so utilized, same shall constitute the only official time recording system and shall be used uniformly for bargaining unit members.

6.7.1 No employee shall be permitted to punch in or punch out and/or sign in/sign out any other employee.

ARTICLE 7
OVERTIME

7.1 All employees shall receive overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for work in excess of their regularly scheduled hours of work per week with Department Head approval.

7.2 For the purpose of computing overtime, all hours worked or all paid time off, except sick leave, shall be considered time worked.

ARTICLE 8
HOLIDAYS

8.1 Employees shall receive the following paid holidays immediately upon hire:

New Year's Day
Martin Luther Kings, Jr.'s Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

One-half (1/2) Day for Christmas Eve, if Christmas falls on a Tuesday, Wednesday, Thursday or Friday.

8.2 Employees must work their scheduled working day before and after the holiday in order to be paid for the holiday, unless they have been on vacation leave or approved sick leave.

8.3 In the event a holiday listed above falls on a Saturday, it shall be observed on the prior Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

8.4 Any employee requested to work on any of the aforementioned holidays will receive time and one half (1 1/2) his/her hourly rate in addition to the paid holiday.

ARTICLE 9
VACATIONS

9.1 Employees would receive five (5) days vacation leave upon the completion of the employee's one year anniversary date. The following January 1 and every January 1 thereafter, the employee will be credited with vacation leave pursuant to the following schedule.

Days Credited January 1 for upcoming anniversary:	Vacation Leave Credited
Year 2	10 Days
Year 5	15 Days
Year 10	20 Days
Year 15	21 Days
Year 16	22 Days
Year 17	23 Days
Year 18	24 Days
Year 19	25 Days
Year 20	25 Days

9.2 In the event a request to take vacation time is denied and as a result vacation days are unused at the end of the year, the employee(s) shall be paid for such unused vacation time.

9.3 There shall be no accumulation of vacation benefits from one year to the next and vacation benefits for a given year shall expire on the last day of such calendar year.

9.4 Vacations may be taken in one half (1/2) day intervals.

9.5 Upon separation from employment, any vacation credits earned, but unused, during the year will be paid at the employee's regular hourly rate within thirty (30) days of the employee's departure.

ARTICLE 10 **INSURANCE**

10.1 Health Insurance

The Town shall provide basic health insurance coverage through a health maintenance organization at the rate of 100% of the cost of the health maintenance plan available in the town. The Town and the Association recognize that there may be changes to the insurance policies in effect as a result of modifications by the insurance company. The Town and the Association agree to meet to negotiate the impact of any such changes and to negotiate possible alternatives to any insurance coverage. The Town shall not be responsible for changes made by the insurance company, including, but not limited to any changes in co-pays, deductibles and/or specific coverages. There shall be no reimbursement for any changes in co-pays, deductibles and/or specific coverages by the insurance company. The Town shall have the option of providing two (2) single health insurance policies instead of the family plan for married employees with no dependent children. In the event the family plan is needed due to dependents, change from a single to family plan shall be accomplished as soon as possible in conformance with the health insurance requirements. Within the first six (6) months of employment, the employee shall pay 50% of the health insurance premiums. Such employee shall pay twenty-five (25) percent of the cost of the health insurance plan in effect for an additional thirty (30) months after the completion of his first six (6) months of employment.

10.1.1 For illustrative purposes, the Town and the Association agree that Community Blue 202/202 Plus with a \$5/\$15/\$35 co-pay prescription policy is the policy currently in existence in the Town. Such coverage includes dependents to age 25, students to age 25 and extended medical care.

10.1.2 In the event the Town can participate in the County insurance plan, it is hereby agreed that such participation shall commence for all employees within the bargaining unit. The level of benefits shall be that which most closely resembles the plan currently in existence in the Town. The Association shall assist the Town with such transition.

10.1.3 The Town and the Association shall create an insurance committee consisting of three (3) Town representatives and three (3) Association representatives. The parties shall each select their own representatives. The committee shall meet as necessary to review insurance options. The Town maintains the option to participate in other plans offered provided that coverage is similarly comparable to the plan set forth in Section 10.1.1 above.

10.4 Employees who withdraw during the year of employment would be eligible for a pro-rated payment up to the maximum allotment. Employees who withdraw during their first six (6) months of employment would not be eligible for such payment.

10.4.1 The Town of Clarence would continue to purchase the employee benefit fund optical plan (Silver 12), family coverage and dental care plan (Sunrise) family coverage at the rate of 100% of the cost of such plan. Effective January 1, 2006, the Town of Clarence would continue to purchase the employee benefit fund Platinum 12 optical plan, family coverage and Horizon dental care plan family coverage at the rate of 100% of the cost of such plan.

10.5 The town will institute a Section 125 flex plan and make same available to all employees in the unit. The Town shall not be responsible for making contributions to said plan. The administrative costs of said plan shall be shared equally between the Town and the affected employee.

10.6 The Union and the Town agree that a Preferred Provider Organization (PPO) program will replace the present Workers' Compensation program.

ARTICLE 11 **RETIREMENT**

11.1 The Employer shall provide all employees in the unit covered by this Agreement with the retirement benefits provided for in Section 75(i) of the New York State Retirement System.

ARTICLE 12 **SICK LEAVE**

12.1.a All full time employees in the unit covered by this Agreement shall be entitled to thirteen (13) days absence per year due to personal illness or injury. Such leave shall be credited on January 1 of each year. Sick leave benefits shall not be utilized during the first six (6) months of employment. Upon the completion of six (6) months of service, employees covered by this Agreement shall be credited with seven (7) sick leave days toward the thirteen (13) sick leave days. Up to ten (10) days of sick leave per year may be used for caring for immediate family. Immediate family for this section is defined as spouse, children or a parent, grandparents or parent-in-law living in the employee's household.

12.1.b Each employee shall have the option of taking sick days in hours or full days.

12.2 Sick leave days may be accumulated for a total of not to exceed two hundred (200) days and shall not accrue or accumulate during any unpaid leave period. After two hundred (200) days have been accumulated, employees using six (6) or less unexcused sick days in that calendar year will receive two (2) days pay. In the event an employee does not use any sick leave within the same calendar year, the employee shall receive an additional personal leave day during the following year. Such days shall not otherwise be accumulative.

12.3 Employees shall provide a written physician's statement after three (3) consecutive days of illness.

12.4 Upon termination of employment in any regard, all accumulated sick leave shall be canceled except as defined in 12.5 and 12.6. Any employee who is subsequently rehired within one (1) year shall be credited with the amount of sick leave accrued at the time of termination.

12.5 Employees may receive at their option a lump sum payment for all unused sick leave at the time of their retirement at the rate of 25% of the total accumulation in lieu of future health insurance payments. Such payments shall be made within sixty (60) days after the date of retirement. In order to be eligible for such payment, the employee must notify the Town of the election of such option by October 1 in the year preceding the date of their retirement or at least 120 days prior to such retirement date, whichever is greater. In the event the employee provides the Town with less than one hundred twenty (120) days, but more than thirty (30) calendar days notice, the employee shall still be entitled to such lump sum payment, however, the employee shall not be paid until the next budget year after the employee's scheduled date of retirement [example: employee scheduled to retire December 15, 2004 and provides notice to the Town on November 14, 2004. Since the employee did not meet the one hundred twenty (120) day requirement, the employee would not be paid the lump sum payment until after January 1, 2006.]

12.6 Alternatively, employees, upon retirement, shall be permitted to convert accumulated sick leave to wages on the basis of one (1) hour accumulated sick leave to one (1) hour's wages, calculated on the basis of the straight time hourly rate at the time of retirement with the Town, which wages shall be utilized exclusively for the payment of continued medical coverage for the retiree and his/her spouse, commencing upon the date of retirement. In the event of the death of such retired employee, the balance of such wages shall be utilized exclusively to the payment of continued medical coverage for the surviving spouse of the deceased retired employee, and upon death of both the retired employee and his spouse, all obligations of the Town shall cease.

12.7 An employee who has a minimum of ten (10) consecutive years of full time, permanent (inclusive of the employee's probationary appointment) service with the Town of Clarence, qualifies for a New York State pension, and at the time of leaving the Town of Clarence is eligible to retire without a reduction in retirement payment due to age or legislative incentive to reduce years of service, shall have their health insurance paid, 50% provided in the above paragraph (accumulated sick leave) and the other 50% or a portion thereof, by a formula of 2 1/2% of the premium for each year of consecutive Town of Clarence employment. In the event of the death of such employee, the balance of such formula (2 1/2%) accumulation shall be utilized exclusively to the payment of continued medical coverage for the surviving spouse of the deceased eligible person, and upon the death of both the eligible person and his/her spouse, all obligations of the Town shall cease.

ARTICLE 13 **PERSONAL DAYS**

13.1 Full-time employees, after completing one (1) year of continuous employment with the Town shall be entitled to four (4) paid personal days each year. Unused personal leave remaining at the end of the year may accumulate into unused sick leave, but thereafter can only be used for sick leave purposes. Personal leave may not otherwise be carried over from year to year. Personal days are calculated according to the employee's anniversary date. Requests for planned personal days must be given to the department head for prior approval.

13.2 The President or his/her designee of the Local Union shall have the right to five (5) paid days to attend union sanctioned conventions, seminars, and/or other union related business during each contract year, that said employee gives a minimum of seven (7) days prior notice if

possible (the burden of proof of notification is on the Union) to the respective Department Head regarding same, that pay be based solely on straight time, and that the Union give written verification that the President or his/her designee attended such convention, seminar, or other union business on the day of absence.

ARTICLE 14
JURY DUTY

14.1 Full time employees who are summoned for jury duty will be paid the difference between their regular pay and the pay they receive from jury duty, if any, within each pay period.

ARTICLE 15
BEREAVEMENT LEAVE

15.1 Full time employees will receive five (5) consecutive work days off (except in the assessor's office where the normal work week is four (4) days, with four (4) consecutive work days for bereavement purposes) for the death of an immediate family member. Members of the immediate family include spouses, parents (step-parents) , brothers, sisters, children (step-children) , grandparents, grandchildren, and parents-in-law.

Full time employees may take three (3) consecutive work days off to attend the funeral or memorial service of aunts, uncles, nieces, grandparents-in-law, brothers-in-law, sisters-in-law and nephews.

One (1) day for any other funeral upon request and approval of the Department Head.

ARTICLE 16
FIRE DUTY

16.1 Employees in the unit covered by this Agreement, who are members of one of the Town of Clarence, New York Volunteer Fire Companies may be excused to attend fires, accidents or other such emergencies occurring within the Town of Clarence, New York without loss of pay, provided that such employees:

- a. Request excuse from his/her immediate supervisor.
- b. Provide their own means of transportation if available.
- c. Providing that there is a letter on file with the Town annually from each Fire Chief providing an authorization of these employees certified to respond to alarms within their respective districts.

16.2 Nothing contained herein shall restrict the Employer from denying such request upon its determination that such employee's absence will adversely affect the operation of the Employer.

ARTICLE 17
LEGISLATIVE ACTION

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

ARTICLE 18
SAVINGS CLAUSE

18.1 If any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

18.2 If a determination is made as per Section 18.1 of this Article, the parties to this Agreement agree to reconvene within ten (10) working days of the determination to commence negotiations for a legally acceptable and satisfactory replacement for such provision.

ARTICLE 19
GENERAL

19.1 **Mileage**

The Town shall pay a mileage allowance as allowed by the Internal Revenue to each employee covered under this Agreement who uses his personal vehicle for Town business, and is so directed to use his personal vehicle by his/her Department Head, or his/her duly authorized representative. This provision is not intended to include the use of a personal vehicle to or from the employee's place of employment or duly designated job site.

ARTICLE 20
WAGES

20.1 As shall be set forth in the attached salary schedule.

20.2 **Longevity Payments:**

The Town will pay longevity payments in accordance with the following schedule in a lump sum in a separate check in the pay period of the employee's affected anniversary date.

	<u>2005</u>	<u>2006</u>
5 - 9 Years of Service	500	525
10 - 14 Years of Service	525	550
15 - 19 Years of Service	600	625
20 - 24 Years of Service	700	725
25 + Years of Service	800	825

ARTICLE 21
PERSONNEL FILES

21.1 Employees covered by this agreement shall, upon twenty-four (24) hours prior written request, be permitted to review their personnel files, accompanied by a representative of their choice. Such examination shall be by appointment only within the normal work week and shall take place only in the administrative offices where such files are maintained. Furthermore, all such review shall take place only in the presence of a designated representative of the Town.

21.2 Employees shall be permitted to respond, in writing, to any material included in such file.

21.3 Employees shall also be provided with copies within seven (7) calendar days of any inclusion in the file, except for confidential pre-employment data. Information regarding pre-employment status, such as references, etc., shall be considered confidential and not subject to review by employees.

ARTICLE 22
SHOE ALLOWANCE

22.1 A \$110.00 per year shoe/work clothing allowance shall be provided for approved work clothing/safety shoe(s) to the following employees upon submission of an appropriate voucher and supporting documentation to the employee's respective supervisor: Real Property Appraiser, Real Property Appraisal Technician, Dog Control Officer, Code Enforcement Officer, Senior Code Enforcement Officer, Plumbing Inspector, Messenger, and Engineer Aide. Such shoes and work clothing shall be worn at all times. Such payment shall increase to \$120.00 per year effective January 1, 2006.

ARTICLE 23
MANAGEMENT RIGHTS

23.1 Except as otherwise limited by the express provisions of this Agreement, the Town reserves the right to unilaterally determine the standards of service to be offered by it; to set the standards of selection for employment; to direct and assign its employees and to regulate work schedules, to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means, and personnel by which its operations are to be conducted; to hire and promote; to allocate positions to pay grades; to administer the merit system including the examination, selection, recruitment, hire, appraise, training, retention, promotion, assignment or a transfer of employees, to direct, to deploy and utilize the work force; to establish specifications

for each class of position and to classify and reclassify and to allocate or reallocate new or existing positions; to take all necessary actions to carry out its mission in emergencies and at other times; and to exercise complete control and direction over its organization and the facilities, methods, means, and technology of performing its work.

23.2 All employees shall execute a form indicating receipt of all ethics codes applicable to the Town of Clarence and shall provide all necessary information as requested pursuant to such Code of Ethics within thirty (30) days of the receipt of same. Each employee shall execute the necessary paper work indicating such receipt within five (5) days of such receipt. Failure to acknowledge such receipt and/or to provide the necessary information pursuant to the ethics codes shall result in disciplinary action including immediate discharge.

ARTICLE 24 **DURATION**

24.1 This Agreement made and entered into by and between the Employer and the Union is effective January 1, 2005 and will continue in force and effect until midnight December 31, 2006.

24.2 Either party may request to commence negotiations by certified letter to the Town Supervisor or CSEA Representative no later than June 1st of the year the contract is due to expire.

24.3 CSEA will provide the President of the Union with at least one copy of the collective bargaining agreement for each employee within the bargaining unit and the Town with fifteen (15) copies of the collective bargaining agreement within forty-five (45) days after its execution by the parties. CSEA will also provide a copy of the agreement to any new hires. CSEA will also provide one copy in an electronically readable form as requested by the Town.

ARTICLE 25 **FINAL AGREEMENT**

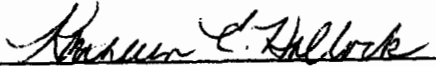
25.1 This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the Employer and Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all these terms and conditions. The parties acknowledged that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

25.2 Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at that time when they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by each by its authorized officials and representatives.

TOWN OF CLARENCE

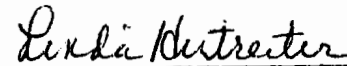
**CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.**



Hon. Kathleen E. Hallock
Supervisor



Terri Hoffmann
CSEA Labor Relations Specialist



Linda Hirtreiter
Union President

TOWN OF CLARENCE WC UNION - EMPLOYEES LIST FOR SALARY SCHEDULE:

<u># LISTED ON PAYSCALE</u>	<u>NAME</u>	<u>DATE OF FULL-TIME HIRE</u>
1	Albert Weber	05/07/84
2	Judy Shisler	01/01/88
3	Dave Metzger	06/20/88
4	Robert Dickinson	01/01/90
5	Carol Walsh	09/13/90
6	Kathy Tiffany	05/28/94
7	Linda Hirtreiter	01/01/96
8	Cheryl Hufnagel	03/25/96
9	Paul Gross	10/20/97
10	Jeff Wilson	10/20/97
11	Val Krawczyk	01/05/98
12	William Richmond	02/16/98
13	Jerry Schuler	02/01/99
14	Diane Chalmers	01/03/01
15	Martin Root	01/03/01
16	Carl Carlson	01/02/03
17	Karen Smith	01/23/03
18	Jean Ranney	04/07/03
19	John Binner	01/05/04

Note: If any of the present employees leave employment of the Town, they obviously would cease to be in the step reflected on the schedule. If the Town replaced those employee(s) with a new hire(s), the new hire(s) would start at Step 1. If a present employee would be promoted (i.e. from a Clerk to a Senior Clerk) their salary would be as defined in the Salary Schedule.

2005 SALARY SCHEDULE (3%)

The Town agrees to increase the salaries of white collar employees by three percent (3%) for the year 2005, plus step where due.

(Notes: Provisional Salary for new hires shall be 85% of the entry level for the Job Title hired, until the time the test is passed OR one year of employment, which ever comes first. Provisional Salary is per civil service status and includes only those that are required to take exams for title. When a current full time employee is promoted to a new position provisionally, such employee shall be placed on the first step of the new title or the lowest step within the new title that grants an increase in pay.)

GROUP	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	Messenger	20,203.00	21,318.00	22,065.00	22,837.00	23,522.00 #14
2	Clerk-Typist	23,096.00	23,892.00	24,890.00	26,185.00	26,892.00
3	Assessment Clerk Bldg/Zoning Clerk 2 nd Depute Tax Water Dist. Clerk	24,890.00	25,890.00	26,892.00	28,365.00	29,699.00 #12
4	Custodian (Laborer) Computer Operator Senior Clerk Senior Clerk-Typist	27,509.00	28,788.00	29,820.00 #17, 18	31,153.00	32,425.00 #2, 4, 5, 6, 8, 11
5	Engineering Aide Real Property Appraisal Technician	29,457.00	30,790.00	32,123.00	33,457.00 #15	34,790.00
6	Dog Control Officer	32,123.00	33,456.00	34,790.00	36,123.00	37,457.00 #13
7	Code Enforcement Off. Real Prop. Appraiser Plumbing Inspector	39,277.00 #7	40,661.00 #19	42,129.00 #16	43,766.00	45,226.00 #1, 9, 10
8	Sr. Code Enforce. Off.	42,129.00	43,766.00	45,226.00	46,607.00	47,185.00 #3

Each new employee shall start at Step 1 of the Salary Schedule. All employees will move upward on the steps (one per year), until they reach the maximum step. (For first year - will not move to 2nd step until Anniversary Date of full-time hire, thereafter is as of January 1 of each year). Any employee who is promoted to a higher grade will be placed in the lowest step in the highest grade that grants an increase in pay.

2006 SALARY SCHEDULE (3%)

The Town agrees to increase the salaries of white collar employees by three percent (3%) for the year 2006, plus step where due.

(Notes: Provisional Salary for new hires shall be 85% of the entry level for the Job Title hired, until the time the test is passed OR one year of employment, which ever comes first. Provisional Salary is per civil service status and includes only those that are required to take exams for title. When a current full time employee is promoted to a new position provisionally, such employee shall be placed on the first step of the new title or the lowest step within the new title that grants an increase in pay.)

GROUP	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	Messenger	20,809.00	21,958.00	22,727.00	23,522.00	24,228.00 #14
2	Clerk-Typist	23,789.00	24,609.00	25,637.00	26,971.00	27,699.00
3	Assessment Clerk Bldg/Zoning Clerk 2 nd Depute Tax Water Dist. Clerk	25,637.00	26,667.00	27,699.00	29,216.00	30,590.00 #12
4	Custodian (Laborer) Computer Operator Senior Clerk Senior Clerk-Typist	28,334.00	29,652.00	30,715.00	32,088.00 #17, 18	33,398.00 #2, 4, 5, 6, 8, 11
5	Engineering Aide Real Property Appraisal Technician	30,341.00	31,714.00	33,087.00	34,461.00	35,834.00 #15
6	Dog Control Officer	33,087.00	34,460.00	35,834.00	37,207.00	38,581.00 #13
7	Code Enforcement Off. Real Prop. Appraiser Plumbing Inspector	40,455.00	41,881.00	43,393.00 #7, 19	45,079.00 #16	46,583.00 #1, 9, 10
8	Sr. Code Enforce. Off.	43,393.00	45,079.00	46,583.00	48,005.00	48,601.00 #3

Each new employee shall start at Step 1 of the Salary Schedule. All employees will move upward on the steps (one per year), until they reach the maximum step. (For first year - will not move to 2nd step until Anniversary Date of full-time hire, thereafter is as of January 1 of each year). Any employee who is promoted to a higher grade will be placed in the lowest step in the highest grade that grants an increase in pay.