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Contract Database Metadata Elements

Title: **Malone, Town of and Malone Highway Department Unit 6858-00, CSEA Local 1000, AFSCME, AFL-CIO, Franklin County Local 817 (2007)**

Employer Name: **Malone, Town of**

Union: **Town of Malone Unit 6858-00, CSEA, AFSCME, AFL-CIO**

Local: **Franklin County Local 817, 1000**

Effective Date: **01/01/07**

Expiration Date: **12/31/09**

PERB ID Number: **8570**

Unit Size: **22**

Number of Pages: **19**

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BC | 8570

AGREEMENT

Between the

TOWN OF MALONE

And the

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME/AFL-CIO
(Town of Malone Unit 6858-00 of Franklin County Local 817)**

1/1 12/31
2007 - 2009

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUN 26 2009

ADMINISTRATION

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INTRODUCTION

This Agreement is made to be effective between the Town of Malone, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York, hereinafter referred to as the “Employer”, and the Town of Malone Highway Department Unit of Franklin County Local of the Civil Service Employees Association, hereinafter referred to as the “Union”.

The Employer and the Union agree that any provisions of this Agreement requiring legislative action, by amendment of law or by providing the additional funds therefore to permit implementation, shall become effective only when the appropriate legislative body has given approval.

ARTICLE ONE PREAMBLE

It is the intent and purpose of this Agreement to promote the industrial and economic relations of the Town of Malone, and that the obligations resting upon the Employer and the Union to render honest, courteous and effective service will be recognized and consistently fulfilled. It is further the intent and purpose that there shall be set forth herein the rates of pay, hours of work, fringe benefits and conditions of employment which are to be observed by the Employer and the Employees.

The term “Employees” in this Agreement shall include all full-time yearly employees.

ARTICLE TWO RECOGNITION

- 1. The Town of Malone, Employer, recognizes the Civil Service Employees Association Inc., Local 1000 AFSCME/AFL-CIO, pursuant to the terms of the certification issued on November 28, 1968, as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment for the Employees in the Bargaining Unit as defined in Article One.**

2. **DUES DEDUCTION**

a) The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and Union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capital Station, P.O. Box 7125, Albany, New York 12224-9989, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

b) The Union, and its designated agents, shall have the sole exclusive rights to access to members of the Bargaining Unit during working hours to administer this agreement and to explain Civil Service Employees Association's sponsored benefits and programs.

3. **AGENCY FEE**

a) The Civil Service Employees Association, Inc., having been recognized as the exclusive representative of employees within the bargaining unit represented by this agreement, shall have agency shop fee deductions made from the wage or salary of employees of said bargaining unit who are not members of Civil Service Employees Association, Inc., in an amount equivalent to the membership dues levied by the Civil Service Employees Association, Inc. The employer shall make a separate deduction for agency shop fees and remit the amount so deducted with an itemized alphabetical listing by bargaining unit showing:

- (i) Agency shop fee payer name
- (ii) Social security number
- (iii) Dollar amount deducted for agency shop fees
- (iv) Home address
- (v) Annual salary
- (vi) Job title

b) A separate check made payable to the Civil Service Employees Association, Inc., covering the agency shop fee deductions along with the listing will be forwarded at the close of each pay period to the:

Civil Service Employees Association, Inc.
143 Washington Avenue
Capital Station
P.O. Box 7125
Albany, NY 12224

c) Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as the Civil Service Employees Association, Inc. notifies the employer to commence membership dues deductions.

**ARTICLE THREE
WORK YEAR, WORK DAY AND WORK WEEK**

1. **The basic work year for Employees for all purposes in this Agreement shall be the Employer Fiscal year (January 1 through December 31 inclusive) except where specifically indicated otherwise.**
2. **It is also agreed that for employees the basic work day shall start at 7 a.m. consisting of one 8-hour consecutive period, excluding a half hour unpaid meal hour, with the basic work day ending at 3:30 p.m. except as provided in ARTICLE FOUR hereinafter.**
3. **All employees required to work more than 40 hours per week shall be paid time and a half based on their hourly rate at the time that the overtime occurs. In computing a 40-hour work week, a sick day, vacation day, bereavement day, personal day or holiday shall be counted as an 8-hour day.**

**ARTICLE FOUR
OVERTIME PAY**

1. **Employees working over 8 hours in one shift shall earn overtime and be compensated at time and one-half, except during the period from Memorial Day to Labor Day when 10 hour days are worked. For clarity, this means employees working over ten hours in one shift during this time frame shall earn overtime and be compensated at time and one-half.**
2. **Employees shall be offered overtime on a rotating basis, on an equal basis, within position title classification. The Employer guarantees a minimum of two (2) hours pay for all Employees on overtime calls.**
3. **Employees shall be paid only when overtime is requested and approved by the Highway Superintendent or his representative. Employees may be required to work overtime (before 7 a.m. or after 3:30 p.m.). The above hours do not apply from Memorial Day to Labor Day when 10 hour days are worked. However, employees shall be paid for overtime beyond the parameters set for the 10 hour workday schedule when overtime is requested and approved by the Highway Superintendent or his representative.**

**ARTICLE FIVE
WAGES**

1. The following is the salary schedule in the amount listed below for the periods January 1, 2007 through December 31, 2007; January 1, 2008 through December 31, 2008; January 1, 2009 through December 31, 2009.

	2007	2008	2009
1) Mechanics	15.60	16.25	16.90
2) HEOs	15.20	15.85	16.50
3) MEOs	14.90	15.55	16.20
4) Laborer One	12.60	12.60	12.60
5) Laborer Two	14.90	15.55	16.20

(a) In the event an employee works in a higher classification in excess of three (3) hours in any one day, said employee shall receive the hourly rate for the classification that he/she is working in for the entire day of employment, but for that day only. For the purpose of this paragraph, the classifications in descending order shall be: Mechanic, HEO, MEO, and Laborer.

(b) It is further provided that for the purpose of this Section, drivers of snowplows, or their equivalent, while in the process of removing snow or ice control shall be considered Heavy Equipment Operators.

**ARTICLE SIX
HOLIDAYS**

1. Employees shall receive twelve (12) paid holidays in each fiscal year, as follows:

New Year's Day	President's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veterans Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day

2. Any Holiday that falls on a Saturday or a Sunday is to be celebrated on the preceding Friday or following Monday.
3. It is understood and agreed that if any of the aforementioned paid Holidays shall fall on a Saturday, said employee shall receive the preceding Friday as the Legal Holiday. In the event that said paid Holiday shall fall on a Sunday, said employee shall receive the following Monday as a paid Holiday. Any

employee required to work on any of the paid Holidays shall receive time and a half for the hours worked, in addition to eight (8) hours paid holiday.

4. All employees must work scheduled work days before or after a holiday in order to be paid for the holiday, unless on approved leave, which shall not be unreasonably denied.

ARTICLE SEVEN VACATION

1. A week's paid vacation shall be defined as five days occurring during the period Monday through Friday, with the exception of five vacation days that may be used as roving vacation days, and which may be used in one day segments. In the event more than four (4) employees request vacation leave, such vacation at may be granted by the Highway Superintendent or his Designee, as long as it does not interfere with normal operations of the Highway Department.
2. The designation of the time that an employee's vacation may be taken shall be according to SENIORITY within the department. In the event of termination of an employee, or the employee's death, vacation days due the employee shall be paid. If an employee is discharged for cause, which would result in the employee owing the employer money, it is agreed that the employer shall have the right to deduct such sums from the vacation pay due. Requests for vacation shall be given to the Highway Superintendent two weeks in advance of the requested vacation.
3. In the event that an employee does not wish to use two weeks of vacation (no more than), the Town agrees to buy back that vacation time. Employees must notify the Highway Superintendent of his intentions to do so by November 1. Employees will be paid by separate check in a regular pay period based upon his request.
4. All vacation leave shall be reported to the Highway Superintendent, where a record will be maintained of vacation leave used and vacation leave accrued. No vacation time accrues while an individual is under Workers' Compensation after said employee's sick and personal time is exhausted.
5. Vacation pay will be based on the average salary the employee earned in the last two pay periods worked prior to the time taken off, based on a 40 hour work week.
6. Holiday, sick and personal leave pay to be based on the average salary the employee earned in the last two pay periods worked prior to the time taken off based on a 40 hour work week.

7. Each employee represented by the Union shall be granted the following paid vacation period:

- a) After completion of one year of employment, an employee shall receive one week's paid vacation.**
- b) After completion of two years of employment, an employee shall receive two week's paid vacation.**
- c) After completion of five years of employment, an employee shall receive three week's paid vacation.**
- d) After completion of fifteen years of employment, an employee shall receive four week's paid vacation.**
- e) It is also agreed that employees, at separation from service, shall be paid proportionally, and based on the year for unused vacation time.**

ARTICLE EIGHT SICK LEAVE

- 1. An employee represented by the Union, may accumulate a maximum of 185 day's sick leave at the rate of one day for each completed month of full-time service.**
- 2. A completed month of full-time service shall mean that the employee has worked full-time during a calendar month. Sick Leave time is to be based on the employee's working day. No sick leave shall be accumulated while on extended sick leave. When an employee finds it necessary to absent himself/herself from work due to illness and/or bodily injury, he/she shall notify the Highway Superintendent at least one hour before the time he/she is expected to report for work. Such leave shall not be granted unless a report is made. In all cases of personal illness or bodily injury, sick leave in excess of four consecutive days will be granted only when a physician's certification has been submitted. It shall be the responsibility of the Highway Superintendent to ascertain that the purpose and intent of this sick leave plan is not abused. Chronic absentees must produce a physician's certificate upon request of the Highway Superintendent. The Employer shall have the right in the event of sick leave in excess of four consecutive days, or, in the case of chronic absentees, as determined by the Highway Superintendent, to demand a medical examination by a physician selected by the Employer. The Employer will bear the cost of such medical examination if the Employer should request one.**

3. **Employees may contribute a total of five days per year to a sick leave pool. This will be done on a voluntary basis only. If in the event an employee exhausts his/her sick leave time, he/she may use time from the sick leave pool.**
4. **A committee from the Employer and Union, consisting of 3 members each, shall meet periodically, as necessary, to decide how many days an employee is entitled to from the sick leave pool. Each employee who uses up all their own personal accumulated sick time may apply to the sick leave pool for additional sick days up to a maximum of 10 days; then another sick pool committee meeting will determine if further days are to be awarded. Each employee may donate five days, deducted from his/her own personal sick time, per year, but cannot use more than 10 unless needed and approved by committee.**
5. **Sick leave time can be used when an employee has a Doctor or Dental appointment, therapy, hospital, lab work, x-ray, or due to illness in the employee's immediate family. Sick leave for these may be taken in hourly segments. Abuse by an individual will be subject to review by the Highway Superintendent and Employer.**

ARTICLE NINE PERSONAL LEAVE

1. **Employees shall receive five (5) personal leave days annually, after four (4) months of employment.**
2. **The employee shall notify the Highway Superintendent directly of his/her request for personal leave at least three days in advance on a form, in triplicate, unless there is an emergency necessitating a personal leave day. Whether an emergency exists shall be a determination in the sole discretion of the Highway Superintendent. Personal days may only be used by the employee entitled thereto and may not be loaned or traded to another employee.**
3. **Not more than three personal leave days shall be taken consecutively. Personal Leave may be taken in hourly blocks. Abuse by an individual will be subject to review by the Superintendent and the Employer.**
4. **Personal leave not used in a given year shall be transferred to accumulated sick leave, but subject to the aforementioned accumulated sick leave maximum of 185 days.**

5. **Personal leave shall be granted for any reason provided that an adequate staff can be maintained for the safe and efficient operation of the Highway Department.**

ARTICLE TEN BEREAVEMENT LEAVE

Employees shall receive three consecutive day's bereavement leave, with full pay, to attend funeral services for each death in the family of an employee: spouse, parent, child, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, spouse of children, step-brother, step-sister, step-father, and step-mother.

ARTICLE ELEVEN MILITARY LEAVE

The Employer and the Union agree that employees shall receive military leave in accordance with the United States law and New York State law.

ARTICLE TWELVE JURY DUTY LEAVE

1. **Employees shall receive jury duty leaves and shall be paid by the Employer the difference between the hourly wage rate for 8 hours and the daily jury fee, or any other remuneration received, exclusive of mileage.**
2. **Any employee subpoenaed as a witness involving Employer Business shall be paid for time off, with no charge to accumulated leave credits.**

ARTICLE THIRTEEN WORKERS' COMPENSATION

1. **In Workers' Compensation cases, employees shall be allowed to use accumulated sick leave until such time as it is fully used up, if necessary.**
2. **If and when the Workers' Compensation Board reimburses the employee, the employer shall then receive the payment, and then restore, to the extent of the reimbursement, the used sick leave to the employee's record. The**

employee may then not re-use this restored leave for any reoccurrence of the same injury. All employees are covered by the County's Self-Insurance Workers' Compensation Plan. Physical examination requirements are subject to rules governing pre-employment examinations under said Plan.

ARTICLE FOURTEEN LEAVES

1. **Leave of Absence** - The Employer accepts the Union's request for leave of absence for Highway Department employees upon the following terms and conditions:
 - a) That said employee has been continuously employed by the Employer at least five (5) years prior to the request.
 - b) That the employee submit the request to the Employer at least three (3) months prior to the requested start of the leave of absence.
 - c) That said leave of absence be unpaid and without any fringe benefits and shall have a duration of at least three (3) months, but not more than one year.
 - d) That the Employer determines, in consultation with the Highway Superintendent, that the efficiency of the Department will not adversely be affected by the granting of said leave of absence.

2. **Educational and In-Service Training Leaves** - Employees shall be granted educational or in-service training leaves, with pay, to attend educational or in-service training programs, provided attendance is of mutual benefit to the employee and the Employer, and is recommended by the Highway Superintendent and approved by the Employer.

3. **Union Leave** - A total of two days paid union leave shall be granted to Unit Officers or Appointed Representatives for union matters, conferences and workshops.

ARTICLE FIFTEEN MEDICAL INSURANCE

1. Each employee within, or represented by the Union, hired prior to 2/24/2004, and after having been employed full-time for a period of six (6) months, shall be entitled to hospitalization and medical benefits which shall provide at

least equivalent to those benefits provided by the presently existing New York State Health Insurance Plan (NYSHIP aka/ The Empire Plan); however, the Employer shall have the option to obtain said coverage from a private carrier, so long as said Insurance has the equivalent benefits as provided by the above mentioned Plans. It is further agreed that in the event that said employee elects to have coverage of his dependents under these plans, then the Employer shall pay 100% of the costs of such coverage for said dependents.

2. Employees hired subsequent to February 24, 2004, who opt for family plan coverage, shall pay 65% of the additional premium costs for the first fifteen (15) years of employment. After fifteen (15) years of employment, the Employer will pay 60% of the additional costs.
3. Disability Insurance -The Employer shall purchase at employer expense, NYS Disability Insurance for all employees covered by this agreement. Such disability insurance shall provide coverage immediately for all employees who are on the payroll on the effective date of this Agreement, and for persons hired after that date coverage will become effective on the date provided by such contract of insurance.
4. Dental Insurance -The Employer shall provide, at no cost to the employee, the CSEA Benefit Fund Dental Plan IV (Statewide Plan) to employees and their eligible dependents.
5. Vision Insurance -The Employer shall provide, at no cost to the employee, the Employees' Benefit Fund Vision Platinum Plan, for the employee only, for the term of this agreement. Employees may purchase a family plan at the employee's expense.
6. Health Insurance Benefits for Retired Unit Employees - For the purpose of this Section, full time service shall be defined as 40 hours per week. To continue coverage upon retirement, the following rules will apply:
 - a) Those employees hired before April 1, 1977, having five years of service with the Employer, and being either qualified for retirement as a member of the New York State Retirement System, or if a non-member, are at least 55 years of age, may continue health insurance coverage after retirement with the Employer paying 100% for the individual and family coverage.
 - b) Those employees hired after April 1, 1977, and prior to September 1, 1983, having 20 years full time service, and having attained the age of 55, shall be offered health insurance coverage upon retirement at the 50%-35% contribution rate.

- c) **Those employees hired after September 1, 1983, having 20 years full time service, and having attained the age of 62, shall be offered health insurance coverage upon retirement at the 50%-35% contribution rate.**

ARTICLE SIXTEEN RETIREMENT

1. **Each employee represented by the Association shall be entitled to the New York State Retirement Plan, upon a non-contributory basis, providing that said employee shall have the additional pension benefit of Section 75E of the Retirement Plan.**
2. **The Town and the Association herein agree that each employee shall have the right to have sick leave added to his retirement, pursuant to Section 41J of the Retirement Plan, together with World War II Military Service Credits, as provided by subdivision 31 of Section 2, and said benefit to be made retroactive to November 15, 1971, pursuant to a Resolution adopted by the Board at a regular meeting held on the 1st day of November, 1971.**
3. **The aforementioned Paragraphs 1 and 2 are subject to any mandatory changes in the Retirement System occasioned by changes in the State Law.**

ARTICLE SEVENTEEN MISCELLANEOUS

1. **The Town will supply the employees with safety equipment consisting of:
 - a. **OSHA approved, or State approved, safety glasses.**
 - b. **OSHA approved, or State approved, safety helmets with face shields and ear muffs. Brush crews will receive chaps.****
2. **All above items to be replaced when worn out or damaged. The Highway Superintendent will decide if conditions warrant replacement, and if condition is due to employee's misuse, employee is responsible for replacement. Safety equipment must be worn at all times while on duty.**
3. **Each employee shall receive the sum of \$8.00 after such employee has worked a shift of eleven (11) consecutive hours.**
4. **For contract years 2007, 2008 and 2009:**

Those two employees who are on stand-by on weekends in December, January and February, will receive five hours base pay for each day of the weekend, regardless of whether or not they are called in to work. This pay is to be in addition to their pay, if called back to work, which is at time and one-half (1-1/2). Employees who are on call shall be provided with beepers. Employees shall call in within 15 minutes of being paged.

5. The current Alcohol/Drug Policy negotiated, adopted and signed by the Employer on 4/22/98, and adopted and signed by the Union on 4/9/98, shall be in effect starting 6/1/98. Reasonable efforts will be made to have drug testing either at the beginning of the workday (7:00 am) or just prior to the end of the workday (3:30 pm). If an employee is required to stay beyond the end of the shift, he/she will be paid overtime.
6. All new full time employees of the Highway Department shall have a 6 month probationary period, and, upon completion, shall have seniority rights from date of hire. A probationary employee may be discharged or disciplined at the sole discretion of the employer, and without recourse to the grievance procedure.
7. Longevity – Employees with ten (10) or more years of service shall receive a one time bonus check of \$500 the first pay period following the approval of this Agreement. Anyone reaching the ten-year mark during this contract will receive a one time bonus check of \$500 the first pay period following the employee's 10th anniversary.

ARTICLE EIGHTEEN GRIEVANCE AND DISCIPLINARY PROCEDURES

A grievance is defined as any claimed violation, misinterpretation, or inequitable application of the provisions of this Agreement. The following steps shall be taken in the event that a grievance should arise.

STEP 1 - The employee or his representative must first request in writing an informal hearing with the employee's immediate supervisor within 10 days from the time the grievance arises. This informal hearing shall be held within 5 days of receipt of said request, and the supervisor shall give his decision in writing within 5 days of the hearing.

STEP 2 - If the matter is not resolved through the informal hearing as set forth in No. 1 above, the employee, or his representative, shall have the right to request in writing a formal hearing with the Employer. Said request for formal hearing shall be made not later than 10 days from receipt of the supervisor's decision. Said formal hearing shall be held

within 10 days of receipt of the request, or at the next regularly scheduled Town Board meeting, whichever is later.

The Employer shall render its decision in writing within 5 days of the formal hearing.

STEP 3 - In the event that the matter is not resolved by the formal hearing with the Employer, the Employer shall pick a representative, and CSEA shall pick a representative, and the two aforementioned individuals shall pick a third person. These individuals shall have the right to hold a hearing, or to conduct an investigation into the grievance. This committee shall render its decision within 15 days of its appointment, and said decision shall be binding on both the employee and the Employer.

DISCIPLINE PROCEDURE - the following steps will be adhered to in the disciplinary procedure:

Step 1 - Written Warning

Step 2 - 3 Day's Suspension without Pay

Step 3 - Dismissal

The employee may grieve actions taken at any stage of the discipline process pursuant to Steps 1 - 3 of the contract grievance procedure.

ARTICLE NINETEEN UNIFORMS AND RAINSUITS

1. The Employer will continue to supply at least eight new uniforms or work clothes each year of the contract for each Mechanic. It shall be the obligation of said Mechanics to see that said uniforms or work clothes are kept clean by use of the washing machine located in the Town Garage, or through other means.
2. Any uniforms or work clothes presently utilized by the mechanics at the beginning of each contract year which are in usable condition shall not count towards the total number of eight uniforms or work clothes heretofore provided and the supplying or replacement of other clothes shall be at the sole discretion of the Highway Superintendent, as he determines a need for replacements.
3. The Employer shall supply each Highway employee whose job description requires the performance of outside work with one complete rain suit for use

during working hours. It is further agreed that the Employer will only supply replacement rain suits, or parts thereof, if the damage to the rain suit is not caused by the employee's negligence or neglect. If the rain suit is damaged by the responsibility of the employee, the determination of whether the Employer should supply a replacement rain suit shall be in the sole discretion of the Highway Superintendent.

ARTICLE TWENTY DEATH OF AN EMPLOYEE

Should an employee die while employed by the Employer, then all accumulated leave time (sick leave, personal leave, and vacation time) shall be paid to the employee's estate.

ARTICLE TWENTY-ONE LAYOFF - RECALL (Non-Competitive Labor Class)

1. Seniority is that factor which will prevail in the case of demotion, layoff, recall and reduction in forces. An employee's seniority date shall be the date he/she begins his/her employment with the Employer.
2. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure shall prevail:
 - a. The employee involved shall have the right to replace another employee who has a lesser seniority date, providing however, that the replaced employee has the same title.
 - b. If an employee cannot replace anyone within his/her title because of lack of seniority he/she may replace someone in a lower title, within the same department with less seniority, if qualified in the opinion of the Highway Superintendent, with approval of the Employer Board.
 - c. Before any layoff occurs, the Employer will notify the President of the Association.
 - d. Recall shall be in reverse order of layoff. A displaced employee shall remain on a recall list for three years after each displacement. Refusal to accept an assignment at the same title and hours offered shall be cause for removal from a recall list.

3. Seasonal employees are not members of this bargaining unit; however, the Employer agrees not to layoff any full time employee in a classification covered by this agreement through use of seasonal employees.

ARTICLE TWENTY-TWO PROMOTIONS - DEMOTIONS

1. Preference shall be given to employees within the Highway Department, when promotional opportunities are available, provided that the Highway Superintendent is satisfied that the individual within the department has sufficient qualifications for the position.
2. An employee, upon receiving a promotion, shall be paid the hourly rate called for under the classification of work actually being performed at the time. After 60 days, the employee is to be promoted, or resume the former classification. In the event that an employee should be given a temporary promotion, and should later revert to his former position, said employee shall be paid the hourly rate called for under the classification of work actually being performed at the time.

ARTICLE TWENTY-THREE PAY STUBS

Pay checks shall have a pay stub showing hours worked and deductions.

ARTICLE TWENTY-FOUR PAY CHECKS

Employees shall be paid bi-weekly, or a total of twenty-six (26) pay periods during the calendar year.

ARTICLE TWENTY-FIVE COPY OF CONTRACT

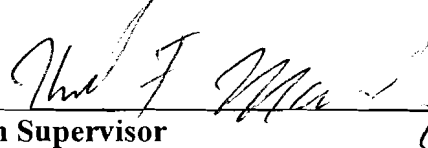
The Employer shall supply to each employee covered by this contract, a copy of said contract, and shall supply to each new employee at the time of his commencing work, a copy thereof.

**ARTICLE TWENTY-SIX
SIGNATURES**

The provisions of this agreement shall become effective for wages January 1, 2007 and remain in full force until December 31, 2009 or until a successor agreement is reached.

In Witness whereof, the parties have hereunto set their hands this day and year first written below.

**THE TOWN BOARD OF THE TOWN OF MALONE
STATE OF NEW YORK**

BY: 
Town Supervisor

**TOWN OF MALONE UNIT OF THE FRANKLIN COUNTY LOCAL
OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

BY: 
President, Town of Malone Unit 6858-00

CSEA REPRESENTATIVE

BY: 
Collective Bargaining Specialist

STATE OF NEW YORK
COUNTY OF FRANKLIN: SS

On the 29 day of November in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Howard F. Manesh personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: Andie M. Stewart

ANDREA M. STEWART
Notary Public, State of New York
No. 4968707
Qualified in Franklin County
Commission Expires 07-02-2010

STATE OF NEW YORK
COUNTY OF FRANKLIN: SS

On the 29 day of November in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Fargel personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: Andie M. Stewart

ANDREA M. STEWART
Notary Public, State of New York
No. 4968707
Qualified in Franklin County
Commission Expires 07-02-2010

STATE OF NEW YORK
COUNTY OF FRANKLIN: SS

On the 29 day of November in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Wickie Yelle personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: Andie M. Stewart

ANDREA M. STEWART
Notary Public, State of New York
No. 4968707
Qualified in Franklin County
Commission Expires 07-02-2010