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AGREEMENT

Between

**Town of Cortlandt
Municipal Employees
White Collar Unit
Local 2343, AFSCME
American Federation of
State, County and
Municipal Employees
AFL--CIO**

And

**Town of Cortlandt
New York**

**January 1, 2017 through
December 31, 2019**

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TITLE I THE AGREEMENT

100 Statement of Purpose

This Agreement entered into by the Town of Cortlandt, New York, hereinafter referred to as the Employer, and New York Council 66 and its affiliated Local 2343, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the White Collar Employees Union, has its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

101 Pledge Against Discrimination and Coercion

101.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex and marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer, the responsibility for applying this provision of the Agreement. If a discrimination charge is first filed with a federal or state court agency, it shall not be subject to the grievance or arbitration procedure.

101.2 All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

101.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and that there will be no discrimination, interference, restraint or coercion by the Employer or an employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

101.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

102 Savings Clause

Should any title, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the

specific title, Section of portion thereof, directly specified in the decision upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated title, Section of portion thereof.

103 Statutory Provisions

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES 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.

104 Total Agreement

Notwithstanding any Personnel Rules and Regulations, Local Law, or other laws that previously were in effect to the contrary, all the foregoing and succeeding provisions constitute the entire Agreement between the parties and shall supersede any and all such previous rules, regulations, and laws, and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein. However, this clause will not supersede the rights set forth under Section 200 of this Agreement.

105 Termination and Modification

105.1 This Agreement shall be effective as of the "1st day of January, 2017", and shall remain in full force and effect until the "31st day of December, 2019."

105.2 It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty days (180) days prior to the termination date that it desires to modify this Agreement.

105.3 In the event that such notice is given, negotiations shall Commence not latter than one hundred fifty (150) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

106 Printing and Distribution

The Employer shall bear all costs relative to typing, duplicating and assembling copies of this Agreement; and shall distribute copies of same to each employee.

TITLE 2 MANAGEMENT RIGHTS

200 General Provisions

- 200.1** a. The Union recognizes the right of the Employer to manage, but not in conflict with the terms and conditions of this Agreement; and the employer recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected.
- b. The Employer shall so administer its responsibilities as to be impartial and fair to all employees.
- c. The Union understands its obligation to adhere to the terms of this Agreement and not to interfere or impede the Towns legitimate exercise of its management rights.
- 200.2** Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Town are retained by it including but not limited to the right to determine the mission, purpose objective and policies of the Town, to determine the facilities, method and means for the conduct of Town programs in accordance with the Law.
- 200.3** The Union agrees, in recognition of Management's rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein, either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

201 Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the terms of this Agreement.

TITLE 3 UNION RIGHTS

300 Recognition

300.1 The Employer recognizes the White Collar Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all permanent White Collar full time and regular permanent White Collar part-time employees of the Employer within the Department and Divisions of the Town of Cortlandt, except Officials, Department Heads, Blue Collar employees and those job titles listed in Section 300.2, below:

300.2 The following officials and/or Employees shall not be covered by this Agreement and the Union shall not bargain or otherwise act on their behalf:

- Building Inspector
- Assessor
- Town Attorney; Deputies and Assistant Town Attorney, Secretary to Town Attorney
- Deputy Town Clerk
- Town Engineer, Deputy Town Engineer
- Comptroller and Deputy Comptroller
- Deputy Highway Superintendents
- Court Clerk
- Director of Planning and Community Improvement and Assistant
- Recreation Manager, Deputy and Supervisors
- Sanitation Manager and Deputy
- Water Manager and Deputy
- Elected Officials
- Secretary to the Supervisor
- Assistants to the Supervisor
- Human Resources Manager
- Director of Central Operations Department
- Norwest Staff
- Senior Citizens Nutrition Program Staff
- Director of Code Enforcement and Deputy
- Director of Purchasing – Community Affairs Liaison

301 Check off of Union Dues

301.1 All employees who are members of the Union and covered by this Agreement shall tender their membership dues to the

Union by signing the authorization for Payroll Deduction of Union Dues Form provided by the Union.

301.2

a. The Employer agrees to deduct Union Membership dues accordance with the amount certified by the Union and any additional deduction for any program made available through the Union.

b. All deductions shall be treated as one deduction entitled "Union Dues."

c. **AGENCY SHOP:** All present or future employees of the Bargaining Unit as described under Section 300.1 and 300.2 of this Agreement who do not become members of the Union within thirty (30) days after their hiring date or the execution date of this Agreement shall be required to pay a Service Fee equivalent to the current Union Dues to Local 2343 as long as such Service Fee is consistent with the provisions of the laws of the State of New York. The Employer will be advised of the amount of the fee and any subsequent charges in said fee within ten (10) working days of their adoption, The Union represents that it maintains a refund procedure with respect to agency fee collections in conformity with the requirements of state and federal law. The Union shall provide a copy of same to the Employer within ten (10) days after the signing of this Agreement and shall provide the Employer with a copy of any changes it may make in such procedure within ten (10) days after the adoption of such change.

d. The Union shall indemnify and hold the Employer harmless against any and all disputes, claims, liabilities and costs, including but not limited to reasonable attorneys fees, which may arise out of its collection of dues or agency (service) fees under this Agreement or the refund procedure required by law.

301.3

a. Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues Forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and monthly thereafter from the pay of the Employee.

b. Payroll deductions of Service Fees shall be withheld from the employees wages each month by the Employer.

301.4 The aggregate total of all such deductions (Union Dues and Service Fees), together with a list of changes in Union membership from whom dues or Service Fees have been deducted shall be remitted to the designated Financial Officer of New York Council 66, AFSCME, AFL-CIO, **4201** Buffalo Road – **North Chili**, New York, **14514** on or before the tenth (10th) of each month.

301.5 Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

302 **Bulletin Boards**

302.1 The Employer agrees to provide four (4) 3' x 4' bulletin boards for the exclusive use of the Union to post notices and other Union Information, at the following locations:
Town Hall
DES Department
Highway Department
Water Department

302.2 No material should be posted which is inflammatory or critical to the Employer or any Town Official.

302.3 All job opening notices will be posted on these bulletin boards and will also be circulated to all Department Heads for distribution among their employees. One copy will be circulated among the employees of each department. No individual copies will be made.

303 **Access to Premises**

303.1 The Employer agrees to permit representatives of the International Union, the Union Council, and the Local Union to enter the premises of the Employer for individual discussions and administration of the Agreement, provided such representation does not unduly interfere with the performance of duties assigned to the employees.

303.2 In addition, the Employer shall permit the use of Town facilities at the various work locations for explanation of Union sponsored insurance programs, during non-working hours by appropriate representatives.

304 **Aid to other Unions**

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the Employees covered under this Agreement and that the payroll deduction of dues for any such other organization shall not be permitted.

305 **Notification of New Employee**

305.1 (a) The Employer agrees to notify the Union, in writing, of all new employees covered by this contract, at the time of hiring or appointment. Such notification shall include the employee's job classification, work location and home address.

(b) The Employer will provide all new employees with an Employee Manual which shall include all policies, work rules, as well as a copy of this Agreement and the name and phone number of their Shop Steward, and ask to acknowledge to sign a receipt. The receipt for an Employee Manual will simply state "receipt is hereby acknowledged of the receipt of the Employee Manual dated _____."

305.2 The Employer shall furnish each employee with a Westchester County Civil Service Specification for his job title.

306 **Union Activities on Employer's Time and Premises**

306.1 **General**

Subject to approval of the Department Head or his designee, which shall not be unreasonably withheld, the Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

1. Post Union notices;
2. Transmit communications authorized by the Local Union or its officers to the Employer or his representatives;
3. Consult with the Employer, his representatives, Local Union Officers or other Union representatives concerning the enforcement of any provisions of this Agreement, provided such activity does not unduly interfere with the performance and duties assigned to the employees.

306.2 **Time Records**

In Order to insure compliance with the time allowed for Union activities as well as to record when Town employees are performing Union activities, the Town and the Union agree that all Union officials will fill out, sign and file with the Town Comptroller a "Union Time Log" listing the work hours spent on Union activities, subject area, and whether the time is charged under §306.1 or §308.1 of this Agreement.

307 **Contract Negotiations**

307.1 **WHITE COLLAR:** The Employer will give time off with no loss of pay for not more than three (3) members of the White Collar Unit contract Negotiating Team to participate in contract negotiations, if such meetings are held during regular working hours.

307.2 No more than one (1) white collar person from any one department shall be on the negotiating team.

308 **Union Leave**

308.1 Members of the Union who are elected or designated to attend any function of the International Union, Council or other body to which it is affiliated, shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, provided that the said time does not exceed an aggregate of ten (10) work days per year, and that advance notification is given to the Employer in writing by the

Union at least five (5) work days prior to such date the particular function is scheduled. In a department with less than ten (10) employees, no more than one (1) person, maximum may be allowed union leave at any one time; in larger departments no more than two (2) employees at any one time.

308.2 Upon application by the Union, the Town Board, at its discretion may grant additional days.

309 **Work Safety Rules**

309.1 The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been posted prominently on all appropriate bulletin boards for a period of ten (10) consecutive work days and provided that said notice does not affect the smooth operation of the Town. Safety rules shall become effective immediately after posting provided that the Union has been given prior notice of them.

309.2 An unresolved complaint as to whether any new rule is arbitrary and capricious, or any complaint involving discrimination in the application of new or changes in existing rules, shall be resolved through the grievance procedure. It is not the intent of this clause to impede productivity,

309.3 Work usually performed by employees in the bargaining unit shall not be performed by Department Head employees.

309.4 Section 309.3 shall not apply in the case of emergencies or diminimus situations.

309.5 The employer agrees, thirty (30) days prior, to provide a notice with the payroll of all employees who operate vehicles for the Town that a copy of their license must be submitted. The parties agree that if an employee maintains that he or she did not receive notice with their payroll, it shall be no defense to any discipline imposed for failure to provide the Driver's License to the Town on February 1st of each year. Any employee who does not comply with this directive shall be subject to a one day suspension.

309.6 An employee who without just cause is punished, disciplined, or discriminated against by being assigned work normally performed by employees in lower classification in his or her department when there is work available at that time in his or her classification in his or her department while any employee from a lower classification is performing duties normally assigned to the affected employee, may grieve that punishment or discipline under the discipline procedure of this Agreement.

310 **Lockouts**

No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

TITLE 4 **EMPLOYEE'S RIGHTS**

400 **Safety Enforcement**

- a. No employee shall be required to perform work that endangers his or any other employee's health or physical safety, or under conditions which are in violation of the health and safety rules of any local, state or federal health or safety rule.
- b. No driver will be allowed to drive any vehicle without a proper class license.

- c. No driver will be required to operate a vehicle that will not meet minimum New York State Division of Motor Vehicle inspection standards. All drivers must complete an inspection check as part of their driving duties.
- d. No employee shall take any action or engage in any activity which endangers the safety of any other person or the property of another.

401

Disabled Employees

The Employer shall make an effort to place employees who become partially disabled on their present job on work which they are able to perform pursuant to the Americans with Disabilities Act and/or other relevant statutes.

402

Discipline and Discharge

402.1

Exercise of Rights

- a. The only procedure for taking disciplinary action or measures against an employee covered by this Agreement shall be as set forth in the following sections and shall, in addition, apply in lieu of Sections 75 and 76 of the Civil Service Law for the employees who would otherwise be covered by those sections.
- b. When any disciplinary action or measure is imposed upon or is pending against an employee, then the Employer shall verbally notify the employee within five (5) working days after the action has been taken; within ten (10) working days, the Employer will notify the employee, the Union President and the Union Steward in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty.
 - 1. The written notification shall contain a description of the charges which shall include dates, times and places.
 - 2. The written notification shall indicate that one (1) copy has been sent to the Union President and one (1) copy to the appropriate Union Steward.
- c. Disciplinary action or measures shall be taken in writing and shall be in the following progressive sequence, except as provided in subparagraph (e):

1. Warning or reprimand
 2. suspension – three days or less
 3. suspension – more than three days
 4. discharge or demotion
- d. An Employee's file shall be purged of reprimands, warnings, or poor evaluations after first offense and six (6) months of continuous employment during which time no such reprimands, warnings or poor evaluations were issued. This shall be done only one time. Provided, however, that no employees shall be discharged, demoted or suspended for more than three (3) days, without prior review of such action by the Town Supervisor or his designee, such review to be acknowledged in writing. Provided, further, that letters of warning or reprimand (Step 1) shall be automatically removed from an employee's file after eighteen (18) months should the employee be subjected to no further discipline for any reason. The decision as to whether to remove a subsequent letter shall be within the discretion of the Town Supervisor or his designee.
- e. Disciplinary action may be imposed on any employee at step 3 or 4 of 402.1 (d) for (1) conduct which endangers anyone's health, safety, or welfare, or (2) acts which would constitute a crime, or (3) gross insubordination, or (4) conduct which does not conform to the behavior normally expected of any employee involving moral turpitude.
- f. Any employee suspended without pay pursuant to Section e(4) above and formally charged with a crime shall be entitled to retain all fringe benefits until such charges are adjudicated. If convicted of such charges or lesser charges of a similar nature, such suspension shall be: Converted to termination of employment and all fringe benefits shall immediately cease and the employee shall lose all of his or her rights to accumulate sick time. If initially cleared of such charges, the employee shall receive all back pay and shall be reinstated with no loss of seniority without any further action on his part.
- g. In any case, the disciplined employee, upon request will be allowed to discuss his discharge or discipline with his Steward or other authorized representative of the Union, and the Employer will make available an area where he may do so before he may be required to leave the premises.
- h. Each unit member shall be notified if any derogatory or adversely critical evaluative materials are placed in the employee's personnel file. Such materials must be shown and a copy furnished to the employee, which the

employee shall receive via mail before being placed in the file and the employee may place a rebuttal statement in the file answering the criticism as set forth in the material submitted to the file.

402.2 Disputes as to Discipline and Discharge

An Appeal of the disciplinary action taken against an employee may be processed by the Union as a grievance matter at the Second (2d) Step of the Grievance Procedure within ten (10) days of receipt of the notification provided under Section 402.1(b). Such Appeal shall be in writing signed by the employee or his designee. The matter shall be handled in accordance with the Grievance Procedure, through the arbitration step, if deemed necessary by the Union.

402.3 Reinstatement

If, in any case where an employee has been suspended pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall receive all rights and conditions of employment as may be determined by the arbitrator.

TITLE 5 GRIEVANCE PROVISIONS

500 Grievance Procedure

Any grievance or dispute which may arise between the parties in the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

a. Grievance: Level I

1. The Union Steward or other authorized officer of the Local Union, with or without the employee, but at the employee's discretion, shall submit the grievance or dispute to the Department Head in writing within (15) work days of its occurrence; if at any time the Steward or other authorized officer of the Local Union is aware of the grievance, he shall submit it in writing within ten (10) working days of his knowledge of its occurrence. However, in no case shall the grievance be considered by the Town if it is older than sixty (60) calendar days of its occurrence.
2. The Department Head or his designee shall respond to the Union Steward or other authorized officer of the Local Union within fifteen (15) work days.

b. Grievance: Level II

1. If a grievance still remains unadjusted, it shall next be presented to the Joint Grievance Committee. The Joint Grievance Committee shall be comprised of the various Grievance Committee Chairman, the Union President, the Union Steward from the affected area and the Union Area Representative, the Town Supervisor or designee, Town Comptroller and the affected Department Head. The Joint Grievance Committee will meet within thirty (30) days of the request of either party following the completion of Level I.

2. Any grievance committee meetings with the Employer, shall start at 1:45 p.m. during normal working hours, on the Employer's premises and without loss of time or pay.

c. Prior to a Grievance proceeding to Level III, the parties agree that at the request of either side, a Labor-Management meeting will be held within fifteen (15) days of the request of either party. At said Labor-Management meeting, any Grievance not yet resolved, prior to submission to Level III, shall be placed upon the agenda for discussion and resolution by the Committee. If the Grievance still remains unresolved, it shall then proceed to Level III and be submitted to arbitration. If following a request of either party to hold the Labor-Management meeting, a Labor-Management meeting is not held within thirty (30) days following the written request, then either party is free to proceed to Level III.

d. Grievance: Level III

If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Town Supervisor or his designee is due (by written notice to the other), request arbitration. The request for MED/ARB must be filed within 60 days of the last grievance level.

501 Arbitration

- 501.1**
- a. The arbitration proceedings shall be conducted by any arbitrator to be selected by the Employer and the Union.
 - b. Any unresolved dispute will be submitted to MED/ARB as the program has been established through Public Employee Relations Board.

- 501.2** The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be required to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- 501.3** No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.
- 501.4** Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.
- 501.5** If either party desires a verbatim record of this proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the Arbitrator.
- 501.6** If a request for MED/ARB is denied, then either party may request a hearing through PERB's procedure.

502 **Matter Relevant to Grievance Procedures**

- 502.1** The time limits to the grievance procedure may be extended by mutual agreement in writing.
- 502.2** Any step of the grievance procedure may be bypassed by mutual agreement in writing.

503 **Stewards and Grievance Committee**

- 503.1**
- a. Employees selected by the Union to act as Union representatives shall be known as "stewards".
 - b. The Names of employees and representatives who may represent the employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

504 **Processing Grievances During Work Hours**

- 504.1**
- a. After notice to the Department Head, a grievance committee member shall be permitted reasonable periods of time to investigate and process grievances during work hours without loss of pay.
 - b. Every effort should be made not to interfere with operation of Town facilities.

TITLE 6 SENIORITY

600 Definitions

Seniority means any employee's length of continuous service with the Employer since his last date of hire. A permanent employee who becomes full time shall be credited with the appropriate pro-rata share of seniority based on his continuous part-time work prior to his full-time appointment. Such credit shall be made retroactively for all current full time employees.

601 Probation Period

- 601.1**
- a. All new employees hired shall be considered as probationary employees for the first six (6) months of their employment.
 - b. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire.
 - c. There shall be no seniority among probationary employees; however, probationary employees shall receive all economic benefits afforded to all regular employees.
 - d. Probationary employees will accrue sick time and vacation time but there will be no entitlement on their part to use said time until after their probationary period terminates.
 - e. Anyone appointed to promotional title shall be subject to a six month probationary period in accordance with Civil Service law. If it is found that such employee does not meet with the requirements or responsibilities of the position, he or she shall be restored to his former position.

601.2 The Union shall represent all probationary employees for the purpose of Collective Bargaining in respect to wages/salaries and fringe benefits as set forth under Section 300 of this Agreement.

602 Seniority Lists

602.1 On July 1st the Employer will provide the Union with a listing of all Town employees and their date of hire.

603 Breaks in Continuous Service

603.1 An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

603.2 a. If an employee is rehired to work his former position, class and title, or similar position, within one (1) year, the break in continuous service shall be removed from his record, but the break in service shall not be counted as service time.

b. All voluntary leaves of absence and voluntary resignations will result in a reduction of seniority equal to the length of that leave except for child care leave of up to one year following the birth or adoption of a child. Board resolutions granting the leaves of absence will clearly specify the nature of such leaves and the applicability of this section. Step increases shall be based on actual service time and shall not include leave time.

604 Super Seniority

Notwithstanding any provision of this Agreement, in the event a layoff is deemed necessary or advisable by the Town, the Union President, Vice-President, Recording Secretary, Secretary-Treasurer, Chapter Chairman two (2) and Chief Steward shall be the last person laid off in the unit provided, however, the above listed officials respectively are eligible to perform the necessary jobs. The Union shall indemnify and hold the Employer harmless against any and all disputes, claims, liabilities and costs, including but not limited to reasonable attorney's fees, which may arise out of this provision.

TITLE 7 WORK FORCE CHANGES

700 Promotion and Filing of Vacancies

700.1 Competitive Classifications

Whenever a job opening occurs in Competitive Civil Service job classifications, the normal procedure for the selection of candidates from an appropriate Civil Service Eligibility List shall apply, except:

1. That candidates of an established promotional list shall be given preference before any other considerations are made.

2. That selections from the promotional list shall be made until the entire list of names is exhausted before any consideration may be given to the names appearing on any other list that may be in effect.

3. That upon the exhaustion of the entire list of names appearing on a promotional eligibility list and upon the absence of any other established Civil Service Eligibility List, selection of employees for provisional appointments to such job openings shall be made in accordance with the procedures set forth in Subsection 700.1 of this Title.

700.3

Any present employee of the Town who is in a classified competitive Civil Service position covered by this agreement may seek to initiate a "job audit" of their position. To institute the civil service job audit, an employee must file the requisite civil service form which will be signed by the employee's Department Head and/or Town Supervisor within twenty (20) days of the submission to them of the request by the employee. Once signed, said form will be filed with Civil Service. Once completed, if the audit indicates that the job being performed is a higher title than that presently held by the employee, the employee must take and pass the civil service exam. If the employee passes the exam, the Town would appoint the employee to the higher title. The employee would be placed on a pay step which would provide them with a salary that would be at least equal to their present salary, but not less than. The employee would then follow the new pay step.

The Town will not be required to pay an employee at a higher rate of pay after the audit unless the title has already placed in the salary schedules attached. **When employees are promoted, they will go to the grade of the New Title at the next step above their current salary. Evaluations will be used by the Employer only in Promotional and Transfer situations.**

701

Temporary Job Openings

701.1

Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness,

vacation or leave of absence for any other reason.

701.2 Job openings that reoccur on a regular basis shall not be considered temporary job openings.

701.3 a. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own rate, whichever is higher. If the employee has worked at the higher rate for more than three quarters (3/4) of the work days for the preceding six (6) months, any paid time off (holidays, vacation, etc.) shall be compensated at the higher rate.

701.4 Temporary transfer assignment to a lateral or lower rated job shall be made on a rotating basis of all employees within the same job classification except those employees with certified medical disabilities.

702 **Transfers**

702.1 a. TRANSFER – A transfer is when an employee moves, either voluntarily or involuntarily, from one department to another department within their same title, i.e. a transfer from DOTS to DES.

b. REASSIGNMENT – A relocation of an employee within the department, i.e. a move between Highway Division and Sanitation Division is a reassignment.

c. RELOCATION – A relocation is when an employee physically reports to a different building or site owned or operated by the Town of Cortlandt.

d. Employees desiring to transfer to other jobs shall submit an application in writing on a transfer request form to the Town Supervisor. Said request will be valid for six (6) months from the date filed.

e. The application shall state the reason for the request transfer.

702.2 Employees requesting transfer shall be transferred to equal or lower paying classifications if a vacancy exists and if the Department Head for the department into which transfer is sought

approves the transfer. In reviewing applications for transfer, such Department Head shall consider the employee's qualifications and abilities. If within no less than thirty (30) days and no more than sixty (60) days of the transfer does not meet the requirements or responsibilities of the position to which he/she has been transferred, the employee shall be restored to his/her former position. This clause shall prevail only for the purposes of Section 700.1. The employee's seniority, as far as the new department, shall be measured by his date of transfer for a period of two (2) years after which his full Town seniority will prevail.

702.3

- a. Where an employee is subject to involuntary transfer or relocation, the Employer shall give written notice of such transfer or relocation to the employee within ten (10) work days prior to the proposed effective date, with a copy going to the appropriate Union Steward and to the Union. Said transfer will not be discriminatory.
- b. An employee will not be transferred involuntarily more than two (2) times during the Employee's period with the Town, unless they agreed to be transferred on a voluntary basis.
- c. Any dispute concerning an involuntary transfer will be handled at Step 2 of the Grievance procedure.
- d. Any involuntary transfer made prior to January 1, 1989 will not be included for the purposes of subdivision (b).

TITLE 8 HOURS OF WORK

800 Regular Hours

800.1 The regular lunch hours of work each shall be consecutive, excepting lunch break.

801 Work Day

801.1 Meal Times

All employees will receive a one-half (1/2) hour unpaid meal time. This is applicable to present employees only.

801.2 Seven and one-half (7 1/2) consecutive hours to consist of seven (7) paid hours of work and one-half (1/2) hour for unpaid lunch within the twenty-four (24) hour-period commencing from an employee's regular starting time shall constitute the regular work day, except the hours for the Computer Services Coordinator shall be eight and one-half (8 1/2) consecutive

hours to consist of eight (8) paid hours of work and one-half (1/2) hour for unpaid lunch.

802 Work Week

802.1 The work week shall consist of seven and one-half (7 1/2) hour days, Monday through Friday, inclusive, except where an operation is deemed continuous as described in Section 804 of this Agreement or as specified in Section 803.2 and except for the work week for the Computer Services Coordinator which shall consist of eight and one-half (8 1/2) hour days.

802.2 On a voluntary basis, the work week may be modified to consist of five (5) consecutive days starting at any time between Monday and Saturday.

803 Work Hours

803.1 a. The regular work shift for all employees shall commence at 8:30 a.m. and end at 4:00 p.m. daily except the following:

The Highway Department's work shift shall be 8:00 a.m. to 3:30 p.m.

b. Management may, on a volunteer basis, have employees work on a normal work schedule between the hours of 8:00 a.m. to 5:00 p.m.

803.2 a. Work schedule shall not be changed unless the changes are, prior to inauguration, first discussed by the Union and the Town Supervisor.

b. Work schedule shall be deemed work rules in accordance with Section 309 of this Agreement.

804 Continuous Operation

a. Employees work schedules shall be rotated among the employees in the department; however, the regular work week shall not exceed five (5) consecutive work days and two (2) consecutive days off.

b. When employees are needed to be called in on overtime, the Department Heads will contact those designated employees who will then be responsible for providing the appropriate personnel as directed by the Manager of their respective

departments. This provision shall be reviewed at the end of the term of this agreement.

805 **Overtime**

Planned, anticipated and recurring overtime shall be assigned as equally as possible among the full-time employees in the respective departments within the job classifications appropriate for the work available; such assignments will be on a rotating basis and shall be made from a list developed by the Shop Steward and the Town Comptroller or his/her designee.

805.1 Employees who are offered overtime work on such basis, but who decline to accept, shall be considered to have worked the overtime for the purpose of determining equal division of overtime. Employees who are called for overtime work on such basis and cannot be reached shall be considered to have worked the overtime for the purpose of determining equal division of overtime.

805.2 That in the event enough qualified employees are not available, the Employer shall make the necessary assignments in inverse order of seniority among the employees in the department in the appropriate job classification beginning with the employees with the lowest seniority.

806 **Work Report**

806.1 a. In the event of a public transportation breakdown, acts of God, an employee's failure to report will be excused and he shall suffer no loss of time or pay.

b. In other than the Blue Collar titles, whenever an employee reports to work during a snow or ice storm and the Town Hall is subsequently closed, any employee who reported to work will be allowed to take the time worked plus two (2) hours as compensatory time within sixty (60) calendar days. If an employee arrives on time for work and the Town Hall is subsequently delayed, the employee will be given compensatory time off within sixty (60) calendar days for the time worked from arrival until the time of the delayed opening.

806.2 Under ordinary circumstances, if an employee is five (5) to fifteen (15) minutes late, he shall be deducted fifteen (15) minutes. If he is fifteen (15) to thirty (30) minutes late, he shall be deducted thirty (30) minutes and for fifteen (15) minute segments thereafter.

a. Any notices pursuant to the Collective Bargaining Agreement shall be mailed to the employee's address as listed

with the Town Comptroller and that once forwarded to that address it shall be deemed "sent" by the Town. The Town shall, during the summer months, provide a Memorandum to all employees to confirm their address on file with the Comptroller and thereafter the employee shall have the obligation of keeping his/her address current with the Town Comptroller for all purposes.

b. Any employee who is in a "no pay" status for three (3) weeks or more and has not provided their individual Department Head, Human Resource Manager or Town Comptroller, with any notice as to why he or she is not present may be terminated by the Town. The Employer will give the employee five (5) days notice by Certified Mail Return Receipt Requested prior to termination.

807 Pertinent Definitions

807.1 Permanent Part-time Employees

Permanent part-time employees, who on a regular basis, work twenty (20) hours or more each week, shall be entitled to receive all benefits provided to all full-time employees covered by this Agreement, but on a pro-rata basis, including holidays, with the exception of hospitalization, medical and dental benefits, which shall be fully paid for part-time employees hired prior to January 1, 1985.

807.2 Temporary Employee

a. Any temporary employee who works for the Town will be made a permanent employee of the Town if they work 120 work days, no matter how many hours they work per day, within a given year within a department.

b. Temporary employees shall receive the same rate of pay as probationary employees within the same classification.

807.3

a. Floaters are white collar employees available to fill on a temporary basis to cover vacations, temporary short term peak work loads. e.g. Tax Office: January, April and September and short term non-recurring situations.

b. The Town may create a permanent full time position to be called Permanent Floater. Said position will be paid at the Senior Account Clerk rate. The Town could utilize the services of this employee to assist in any department with the work load of any Town department.

TITLE 9 COMPENSATION

900 Wages and Salaries

- 900.1** Employees shall be compensated in accordance with the wage schedule established in negotiations effective January 1, 2015 and as listed as Schedules 900.3a through 900.3d.
- 900.2** Rates of pay for all permanent titles covered under this contract computed at **2016 plus 1.75 percent starting January 1, 2017, 2017 pay plus 2 percent starting at January 1, 2018, 2018 pay plus 2 percent starting at January 1, 2019.**

900.3 Wages Schedules

- a. White Collar – 2017, 2018 & 2019

NOTES TO WAGE SCHEDULES

- A.** Employees who enter the service of the Town between January 1st and June 30th of the prior year will be eligible for an annual step increase on January 1st of the next year. Employees who enter the service of the Town between July 1st and December 31st shall be eligible for a step increase on the second subsequent January 1st.
- B.** The employee performing the service of messenger between Town Departments will be provided a Town owned vehicle for their use in the performance of their duties.

901 Pay Period

The Wages and salaries of employees shall be paid weekly except as provided for herein, no employee will receive their paycheck prior to their normal pay day. All salaries must be paid by Direct Deposit for employees hired after January 1, 2006.

902 Longevity

- 902.1** Effective January 1, 2009, longevity payments shall be made to all eligible employees in accordance with the Table 902.1 and shall be in a lump sum in the year of the significant anniversary of employment, in the second July pay period by separate check.

TABLE 902.1 – LONGEVITY PAYMENT SCHEDULE

Completed Years of Service Annual Payment

2009

5	\$1,185.00
10	\$1,455.00
15	\$1,790.00
20	\$2,085.00
25	\$2,600.00

Each employee in the bargaining unit hired after January 1, 2013 shall not be entitled to Longevity.

902.2 Employees leaving the service of the employer for any nondisciplinary reason shall be entitled to a pro-rata share of Longevity earned from their prior anniversary date to date of termination.

903 **Premium Pay**

903.1 **Overtime Pay**

a. Time and one-half (1 1/2) the regular rate shall be paid:

1. On the sixth (6th) day of a work week
2. After the completion of regular work hours.
3. On Saturdays as such, except when Saturday is part of a regular work week including Sunday

b. Double the rate shall be paid:

1. Work on the seventh (7th) day
2. For work on Sunday as such, when Sunday is not part of the regular work week.

c. Any employee required to work for more than four (4) hours of overtime following his regular full day be granted one-half (1/2) hour off with pay for the purpose of eating; a similar one-half (1/2) hour with pay shall be granted after each subsequent four (4) hour period of overtime to be followed by additional overtime.

d. The Town agrees to establish a compensatory time system. Under said compensatory time system, all employees covered by the Bargaining Unit will be

allowed to accrue up to eighty (80) hours of compensatory time during any calendar year. The accrual of compensatory time will be at the employee's discretion. The use of the compensatory time will be with the employer's consent. Reasonable notice and consent provisions, the same as those with respect to approval of vacation time, will apply to compensatory time. At no time may an employee have more than eighty (80) hours of compensatory time on the books. Compensatory time shall accrue at the same rate as the time is earned by the employee, that is if it is an overtime basis, it will accrue at the overtime rate (1.5 or 2 times) or regular time, depending on the circumstances. Employees leaving the service of the Town for any non-disciplinary reason shall be entitled to payment of all compensatory time accumulated. If an employee agrees to attend school training or other classes after work hours, they would receive compensatory time for this attendance and not overtime pay, unless the comp time would bring them over the comp time limit.

903.2 Holiday Premium Pay

Work on a holiday shall be compensated at double time plus the holiday pay.

903.3 Call Time

Any Employee called back for emergency duty in addition or outside of his regular shift shall be paid for a minimum of two (2) hours at the appropriate premium rate.

904 Shift Differential Pay

904.1 In addition to the established wage rate, the Employer shall pay a premium of ten (10%) percent to employees who work on shifts beginning 3:00 p.m. and 11:00 p.m.

904.2 Employees working on shifts beginning between 11:00 p.m. and 7:00 a.m. shall be paid a premium of fifteen (15%) percent, in addition to their regular established rate.

905 Personal Car Use Allowance

Employees who use their personal motor vehicle on Town business, with their Department Head or his designees' prior approval will be reimbursed at the rate promulgated by the Town Board for all Town employees and will be covered under the Town's liability insurance policy.

TITLE 10 LEAVE ALLOWANCES

1000 Bereavement Leave

A leave with pay not to exceed five (5) consecutive work days shall be granted by a Departmental Head to an employee requesting same in the event of a death of the employee's father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, or grandchild. A leave with pay not to exceed three (3) consecutive work days shall be granted for the death of the employee's grandparent and not to exceed two (2) days for the death of employee's spouse's grandparent, unless the grandparent or grandparent-in-law lived in the same domicile with the employee, in which case five (5) days leave shall be granted.

1001 Personal Leave

1001.1 Entitlement

- a. Each employee in the bargaining unit shall be entitled to four (4) days personal leave during each calendar year.
- b. Each employee in the bargaining unit hired after January 1, 2013 shall be entitled to two (2) days personal leave during each calendar year.
- c. Personal leave may be able to be used without prior notice.
- d. Four personal days herein will be credited to an employee's time bank on January 1st of each calendar year. If an employee leaves prior to the end of the year, the time will be prorated.

1001.2 Unused

Unused personal leave shall be added to an employee's accumulated sick leave at the end of each calendar year, this clause does not extend the permissible accumulated sick leave beyond a maximum of one hundred fifty (150) days.

1002 Sick Leave

1002.1 Eligibility

- a. Employees shall be eligible for sick leave after thirty (30) days service with the Employer.

b. (1) Employees hired prior to June 1, 1995 shall be allowed one and one-quarter (1 1/4) days of sick leave for each month of service.

(2) Employees hired after June 1, 1995 shall be allowed one (1) day of sick leave for each month of service.

(3) Employees hired after January 1, 2013 shall be allowed five (5) days of sick leave for each year of service.

c. An employee may be required by the Employer to produce a doctor's certificate after one (1) or more days of sickness or disability; however, if the duration is three days or less the Town will bear the cost of such doctor's certificate. It is understood this rule shall apply only to repeat offenders.

d. The Town may request verification as per 1002.1 (c) of illness taken before or after a holiday or weekend. If the employee fails to produce satisfactory verification, the employee may lose pay for any day so taken, including a holiday, if it falls immediately before or after such non-verified absence.

e. The employee may utilize up to ten (10) days for illness of his spouse, children, parents or grandparents.

f. Any employee who uses three individual sick days in any calendar quarter will be subject to discipline as an abuser of sick time, unless the employee provides a doctors verification for the absence.

1002.2 Accumulation

Accumulated sick days shall consist of five categories:

- I. Sick days accumulated up to December 31, 1986 to a maximum of 150 sick days.
- II. Sick days accumulated after December 31, 1986 to a maximum of 261 sick days when combined with category 1.
- III. Catastrophic sick day bank accumulated prior to December 31, 1986 (unliquidated days over 150).
- IV. Sick days accumulated after December 31, 1994 to a maximum of 150 sick days.

- V. Employees hired after January 1, 2013 to a maximum of 50 sick days for entire career, no cash value.

1002.3 Liquidation

- a. (1) Employees who, upon separation from employment, after December 31, 1987, except for justifiable cause, having accumulated any sick leave shall be entitled to monetary compensation according to the following schedule for the first two hundred sixty one (261) days:

Category I Accumulation – The higher of 75% or percentage derived from Category II accumulation computation.

Category II Accumulation –

Average Days Saved per year Since 1/1/87	Liquidation Percentage	Average Days Saved per year Since 1/1/87	Liquidation Percentage
0-3+	0%	10	66.67%
4	26.67%	11	73.33%
5	33.33%	12	80.00%
6	40.00%	13	86.67%
7	44.67%	14	93.33%
8	53.33%	15	100.00%
9	60.00%		

Category III Accumulation – Available for use in case of catastrophic illness such as heart attach, stroke, cancer or other long term disabling condition, as determined by the Town board on a case by case basis. Such determination by the Town Board shall not be made prior to discussion with the Union Executive Board. Time will first be charged to accumulation over one hundred fifty (150) days only in case of catastrophic illness as defined in this section.

- a. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. If the separation from employment is due to the death of the employee, then the payment shall be made to the employee's Estate. If separation occurs after sick leave commences, then the liquidation rate to be used shall be the rate that would have been available to the employee on his last paid work day.

b. The maximum number of days that may be accumulated shall be two hundred sixty one (261) days. There shall be no liquidation until after an employee's fourth year of service. Furthermore, at time of liquidation no more than fifteen days per year will be liquidated. After December 31, 1994, the maximum number to be accumulated will be 150 days.

c. Personal days will accumulate, subject to Subparagraph (e) of this section, however, anyone reaching two hundred sixty one (261) days not including more than 15 days per year subsequent to January 1, 1987, shall have their liquidation frozen at that number and percentage. In the event of illness wherein they draw upon the days accumulated, the number of days will be diminished by the actual number used, however, the percentage shall remain at the same percentage reached after two hundred sixty one (261) days are accumulated.

d. Once an employee has accumulated 261 days or 150 days after December 31, 1994 subject to Subsection (c) and (d) of this section up to 15 days unused time per year will be liquidated at 100% in the fourth pay period of the following year at the rate of pay effective when accumulated.

e. Effective January 1, 1995, the maximum number of days that an employee can accumulate is 150 days. Any employee who on January 1, 1995 already has accrued more than 150 days shall not suffer any reduction in their accumulations.

1. At the end of each calendar year, any employee may liquidate up to ten (10) unused sick days.

2. Any employee who has reached the cap of 150 days may convert unused and unliquidated sick time at the end of each calendar year into vacation time subject to the accrual limits of vacation time.

f. No deduction will be made in the computation of liquidation for any illness exceeding ten (10) days or for any injury which is job related. It is the Employee's responsibility to notify the Town Comptroller within 60 days of the termination of said illness.

g. Employees may add their unused sick days at the end of the year to their bank or they may elect to be paid for their

current unused sick days in February of the year following the year they were earned with a maximum of ten days liquidation. Payments would be at the same pay rate as the year that they were earned. The days liquidated herein will not be used in calculation of liquidation formula.

h. Employees hired after January 1, 1991 would be paid for unused sick days as in (g) above or they may accumulate their days in an accumulation bank with the same limits as above but any accumulated time will have no liquidation value at time of termination, resignation or retirement.

1002.4 Sick Leave Donation

From time to time, the Town may solicit members of the Bargaining Unit to donate sick time to other employees who no longer have any sick time available to them but who still must remain out ill. The identity of the recipient of said donations shall remain confidential, except that it shall be revealed to the Executive Committee of the Union upon request.

The Town may request employees to donate their sick time. Any sick time donated shall then be credited on an hour-by-hour basis irrespective of the rate of pay of the hours donated and that the Shop Steward of the recipient's Department shall be allowed access to all records to confirm the correct utilization of sick time.

1003.1 Holidays

The following shall be paid holidays and will be paid no matter on what day they fall, except holidays that fall on weekends: in such case when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, and when such holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday:

New Year's Eve – one-half (1/2) day
New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
 General Election Day
 Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving – (White-Collar Only)
 Christmas Eve – one half (1/2) day
 Christmas Day

1003.2 Eligibility Requirements

a. Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a scheduled day off, vacation or paid sick leave.
2. The employee worked his last scheduled work day prior to the holiday unless he is excused by the Employer or he is absent for any reasonable purpose that day.
3. The Employer and the Union mutually agree upon reasonable purpose, in each case
4. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given a day in lieu of that day.

1004 Vacation Leave

a. The following paid vacations shall be granted to all full-time and permanent part-time (as defined by Sub-Section 807.1 of this Agreement) employees:

TABLE 1004a – VACATION LEAVE SCHEDULE

Completed Continuous Service (years)	Vacation Period (in days)
1	10
5	15
10	20
16	21
17	22
18	23

19	24
20	25
21	26
23	27
25	28
28	29
30	30

Any employee hired after January 1, 2013:

1	10
5	10
10	10
11	15

After Alternate Years of employment all employees hired after January 1, 2013 shall earn one (1) extra vacation day, and shall be capped at twenty (20) days for their career.

b. Vacations shall be taken on a seniority basis subject to the needs of the Town.

c. Vacation can be accumulated for two (2) years, subject to approval of the Town Supervisor, which approval shall not be unreasonably denied. No employee will have more than two (2) years worth of accumulated or current vacation on the books at any time. For all employees hired after January 1, 2013, Vacation can be accumulated for one (1) year, subject to approval of the Town Supervisor, which approval shall not be unreasonably denied.

d. Vacation pay will be paid in advance if advance notice is given not less than two (2) weeks prior to scheduled vacation.

e. Vacation requests shall be submitted to the Department Heads no later than March 1st and all departmental vacation schedules shall be posted no later than April 30th on the Union Bulletin Board. Individual requests for vacations other than between June 1 to September 30 will be considered on an individual basis. Such requests will not be unreasonably denied. Notification of approval shall be given within five (5) days of individual request.

f. Employees leaving the service of the Town for any non-disciplinary reason shall be entitled to a prorated share of vacation earned from their prior anniversary date to date of termination.

g. Employees with departmental approval may draw vacation time in advance of their anniversary date, in no way can this exceed vacation time to be earned as of the next anniversary date. If the employee terminates employment prior to his anniversary, any unearned vacation previously taken will be a deduction from any money due the employee as of the date of separation.

1005

Child Care Leave

a. An employee unable to perform the duties of her job due to disability incident to pregnancy or childbirth shall be entitled to use the same paid leave time for the period of such disability or illness, including sick leave, holiday time and supplementary leave, and to use any or all leave as she previously accumulated. The Town reserves the right to request appropriate medical evidence of the duration of any employee's disability.

b. Child care leave of up to one (1) year without pay for care of a newborn or newly adopted child shall be granted to an employee upon written application at least one month prior to the intended commencement of the leave.

1006

General Leave

Permanent employees shall be entitled to a leave of absence, without pay, for a period not to exceed one year. Such leave will be granted upon request to the Town Board, provided it is for a reasonable purpose and in the mutual interest of the employee and the Employer. Any leave approved for a period of less than one (1) year shall be automatically extended to a total period of up to (1) year upon written request of the employee. Said request to be made at least thirty (30) days prior to the expiration of the initial leave period.

1007

Jury Duty Leave

a. Employees shall be granted leave, will pay, any time they are required to report for Jury Duty or Jury Service. Proof of service shall be supplied by the employee as soon as possible after Jury Duty is completed.

b. Any payment received by an employee on account of Jury Duty, other than transportation, shall be turned over to the employer when received.

TITLE 11 SUPPLEMENTARY BENEFITS

1100 Layoffs

- 1100.1** a. Any layoffs shall be in the reverse order of seniority and recall shall be in the order of seniority.
- b. White Collar layoffs will be in accordance with the provisions of civil service for the competitive class.
- c. This section is subject to Veterans rights as provided by Sections 80 and 85(7) of the Civil Service Law.

1101 Hospitalization and Medical

- 1101.1** The Employer agrees to provide Metropolitan Life Insurance Company Dental Expense Participating Provider Benefit Plan (NO DEDUCTIBLE), in network coverage Type A Expenses (i.e., oral exams, x-rays, cleaning), 100%; Type B Expenses (i.e., fillings, extractions, root canal), 85%; Type C Expenses (i.e., bridges, dentures), 50%; Type D Expenses—Orthodontia, 50% (\$1,000.00 maximum lifetime benefit) as currently provided under Group Policy No. 1109551-G, for all full and regular part-time employees and their dependents. The Employer will pay the cost of such coverage for part-time employees hired after January 1, 1995 on a pro-rata basis. Any employee hired after January 1, 1991, will contribute to the cost of the premium for dental insurance in accordance with the table cited in 1101.2. Said payment will be in the form of a payroll deduction adjusted annually. No employee hired after January 1, 1991 will be eligible for dental coverage until the first day of the month following their first anniversary of employment with the Town. Any employee hired after January 1, 2013 and during an employee's first 5 years of employment will receive a single health plan and they will contribute 25% of the cost. If during the first 5 years an employee wants a family plan, then they will be required to pay the difference between the cost of said plans plus the 25% of the cost for a single plan. After 5 years the employee may receive a family plan and contribute 25% of the premium cost for his/her entire career.
- 1101.2** The Town shall pay the full cost of the "New York State Health Insurance Program (The Empire Plan)" and the regulations governing the State Health Insurance Plan for the employees and their eligible families and retirees. In the event an employee shall prefer to adopt any other option under the health insurance plan or an HMO plan, he/she shall have the right to do so, however, any additional cost shall be paid for by such employee.

The Town shall establish a health reimbursement arrangement account for each employee. For each employee's account, the Town shall provide a \$250 debit card, each year, to use for reimbursement of any medical or prescriptive co-pay, etc. Any amount not used may be rolled over from year to year in the employee's account. No individual account may exceed \$500.

Members of the unit who withdraw from the Town's plan during the life of this Agreement shall receive \$1,000.00 of the cost to the Town and the family plan, and \$1000.00 of the cost to the Town of the individual plan if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve-month period. Nothing contained herein shall preclude a member from re-entering the plan within the twelve (12) month period, provided, however, that in the case of a member who re-enters in less than twelve (12) months, no payment shall be made unless re-entering is due to the loss of spouse's plan in which case the payment shall be prorated.

The Town may switch carriers to another plan providing comparable coverage to the "New York State Health Insurance Program (The Empire Plan)" as of January 1, 2006. At least ninety (90) days notice shall be given to the Union. In the event of a dispute as to the coverage of the new plan, the dispute shall be submitted to arbitration, provided, however, that such grievance shall be instituted at the Supervisor's level. That plan shall not be switched until a decision from the arbitrator has been rendered.

Any employee hired after January 1, 1991 shall contribute towards the cost of the premium for any health or dental benefit insurance pursuant to the following table:

For actual years of service 1-10	30%
For actual years of service 11-20	25%
For actual years of service 21 and thereafter	20%

No individual employee shall pay more than two-hundred dollars (\$200.00) per week toward their Health Insurance provided by the Town.

Any employee hired after January 1, 2013 and during an employee's first 5 years of employment they will receive a single health plan and they will contribute 25% of the cost. If during the first 5 years an employee wants a family plan, then they will be required to pay the difference between the cost of said plans plus the 25% of the cost for a single plan.

After 5 years the employee may receive a family plan and contribute 25% of the premium cost for his/her entire career.

The contribution will be in the form of a payroll deduction and will be adjusted annually.

Any employee who retires after thirty (30) years of service with the Town shall receive the same benefit package as they received while employed, without cost in their retirement. Any employee retiring with less than thirty (30) years of service with the Town and who shall otherwise be entitled to receive a health plan from the Town, shall receive a free single health plan and shall contribute twenty-five (25) percent of the cost difference between a single and family plan, should a family plan be required.

1101.3 The hospitalization and medical provisions of this Agreement shall be available for all employees covered by this Agreement; provided the Employer will pay the costs for such benefits for part-time employees hired after January 1, 1985 on a pro-rata-basis.

1101.4 Health insurance and dental insurance shall be continued as currently provided, for the surviving spouse and dependents of a deceased employee.

Said benefits, however, shall terminate upon the availability of benefits to that spouse and dependent children from employment or remarriage.

1101.5 **The Town shall pay the full cost of a Vision Plan that shall be provided for each employee.**

1102 **Life Insurance**

All employees, as above mentioned, shall be covered by a Ten Thousand (\$10,000.00) Dollar Life Insurance Policy and each dependent of such employee shall be covered by One Thousand (\$1,000) Dollar Life Insurance Policy. Such insurance coverage shall terminate upon retirement.

1103 **Retirement**

A. Retirement Plan

The Employer shall provide:

- a. for each employee coverage under 75 (i) of the New York State Improved Career Retirement

Plan, which provides for one-half (1/2) pay after 25 years of service at no cost to the employee, at the 1/50th computation, optional 20 year Retirement at the 1/50th computation; and

- b. coverage under 60 (b) of the New York State Retirement Law, guaranteed ordinary death benefit, maximum \$20,000.00 for those employees eligible.

B. Any employee who retires from the Town and is eligible to and actually receives a retirement benefit from the New York State Retirement System will continue to receive health and dental benefits provided by the employer to their employees. The benefits will continue for the life of the employee covering the employee's spouse and dependent children. Upon the death of the employee, the benefits will be continued for the spouse and dependents until the spouse's death or remarriage or the availability of new benefits to that spouse from other employment on the part of the spouse.

1104 Maintenance of Benefits

Any benefit presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefit is part of this Agreement, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed between Union and the Employer; however, this clause will not supersede the rights set forth in Section 200 of this Agreement.

1105 Photo Identification Cards:

- a. The Employer shall provide, at no cost to the employee, wallet size photo identification cards for all employees.
- b. Employees will be required to wear their photo identification cards during work hours.

1106 Credit Unions

The Employer agrees to cooperate fully with any attempt by the Union to establish a Credit Union. The Town agrees that this cooperation will include payroll deductions with correct authorizations.

1107 Cafeteria Plan

The town agrees, commencing 1/1/00, to offer a Cafeteria Plan and allow employees to determine how much they wish to contribute to their accounts and allow payroll deductions for contributions to the Plan.

TITLE 12 GENERAL PROVISIONS

1200 Labor-Management General Committee

1200.1 a. Upon request of either party, conferences shall be held between representatives of the Employer and representatives of the Union on important matters, which may include the discussion of the procedures for avoiding future grievances and other methods of improving the relationship between the parties.

b. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours.

c. During the life of this Agreement, the committee will meet to review the following issues:

1. the use of time clocks and time sheets
2. renaming titles due to the creation of the Department of Environmental Services.

1200.2 A maximum of three (3) employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

1200.3 Lunch Areas

The Employer will use its best efforts to provide an area designated as an area for eating lunch.

Miscellaneous

1200.4 a. The Town will implement random Drug and Alcohol Testing in accordance with the Federal regulations governing CDL Licenses.

b. The parties agree that all white collar employees will be subject to random drug testing. These tests will be administered randomly as presently conducted for holders of CDL Licenses and based upon reasonable suspicion.

The Town and Union will mutually adopt a policy to implement these provisions.

1200.5 The Employer will reimburse employees for any computer training programs or other in-service training required in order for an employee to utilize new equipment.

1200.6 **Employee Merit Increase Program**

The Employee Merit Increase Program is eliminated.

1200.7 **Transitional Work Program and Statement of Policy**

In the effort to create an environment that will facilitate employee recovery from injury or illness and to improve operational efficiency, the Town of Cortlandt has implemented a Transitional Work Program.

On a case-by-case basis, this program covers all Town of Cortlandt personnel who sustain a work related disabling injury. Every employee is expected to cooperate with their physician and the Town of Cortlandt in effecting a safe and expeditious return to their regular job by participating in the Transitional Work Program.

This program, as outlined below, may involve partial days and on different jobs at various locations on a temporary basis during their recovery from illness or injury until they can perform their regular jobs. It is the goal of the Town of Cortlandt to locate and assign Transitional Duty, when feasible, according to the following guidelines.

- 1) The Office Manager and the Department Supervisors shall attempt to locate or design a work assignment within the capacities described by the physician with preference given to the employee's regular department.
- 2) All Transitional Duty assignments will be on a customized case-by-case basis.
- 3) Transitional Duty assignments are **TEMPORARY**.
- 4) Transitional Duty assignments shall be established only when the physician provides written assurances that the maximum time requiring Transitional Duty will be four (4) weeks.
- 5) The Transitional Duty assignment job description shall be available in writing for the medical provider's review.

- 6) The assignments shall be meaningful and provide value to the employer and employee.
- 7) The Transitional Duty program shall be approached in a consistent fashion to assure uniformity in utilizing.
- 8) Employees must be aware that the Transitional Duty assignment is temporary (limited to a maximum of four weeks) and part of the rehabilitative process.
- 9) Employees must be aware that they are expected to participate in the Transitional Duty program if injured or ill, when medically approved.
- 10) Employees shall know that they will be required to return to full duty as soon as possible.

The following list contains samples of the type of jobs that may be available at different times for transitional duty.

1. Light Equipment Maintenance
2. Answering Phones
3. Taking Inventory of Tools, Equipment and Parts
4. Taking Inventory of Distribution Tools, Equipment & Parts
5. Performing Clerical Duties
6. Dispatching Messages
7. Performing Custodial Duties
8. Performing Grounds Maintenance
9. Cleaning Floors And Dusting Furniture
10. Light Maintenance, Housekeeping
11. Flagperson As Needed
12. Record Keeping
13. Filing
14. Run Errands, Deliveries, Mail Runs
15. Supervise Part Time Temporary Workers
16. Clean Vehicles
17. Attend Safety Training Program
18. Perform Safety Inspections
19. Minor Electrical and Plumbing Work

1200.9

Subcontracting

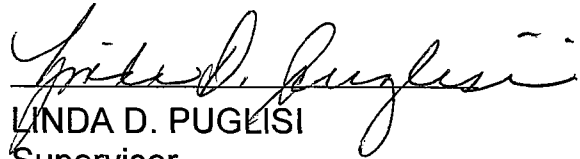
If the Town contracts out work currently performed by members of the bargaining unit, during the term of this Agreement, no members of the Unit shall be laid off due to same. The affected workers will be continued at the same wage rate and offered similar positions in other divisions.

ENDORSEMENT

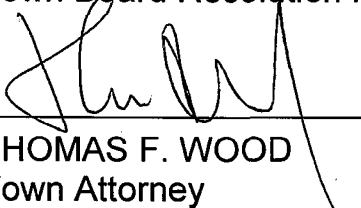
IN WITNESS WHEREOF, the parties have executed the foregoing agreement on this 18th day of October, 2018 and have hereunto set their hands and seals

THE TOWN OF CORTLANDT


BY:


LINDA D. PUGLISI
Supervisor

Approved as to form and found to be in compliance with Town Board Resolution No.85B-11

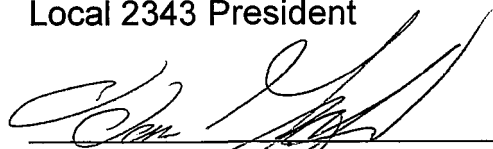

THOMAS F. WOOD
Town Attorney


PATRICIA ROBCKE
Town Comptroller


CLAUDIA VAHEY
Personnel Manager

TOWN OF CORTLANDT
MUNICIPAL WHITE COLLAR
EMPLOYEES
Local #2343
NEW YORK COUNCIL 66
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES
(AFL-CIO)


BY: STEVE CLAUSEN
Local 2343 President


BY: Adam Garfield
AFSCME COUNCIL 66
NEW YORK