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Union: **Southeast Town Hall Employees Unit, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

by and between the

TOWN OF SOUTHEAST

and the

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED

JUN 13 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Town of Southeast Town Hall Employees Unit
Putnam County Local 840

January 1, 2005 - December 31, 2008

10



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PREAMBLE

THIS AGREEMENT made as of the 1st day of January, 1, 2005, by and between the TOWN OF SOUTHEAST, hereinafter referred to as the "EMPLOYER" or "TOWN" and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, THE TOWN OF SOUTHEAST TOWN HALL EMPLOYEES' UNIT, PUTNAM COUNTY LOCAL #840, hereinafter referred to as the "UNION," represents the complete and final understanding by the parties on all bargaining issues between the Town and the Union.

It is hereby mutually agreed between the parties hereto as follows:

ARTICLE I

RECOGNITION, DUES DEDUCTION AND UNION RIGHTS

Section 1 – Recognition

The employer recognizes the Union as the exclusive bargaining representative of all Town Hall Clerical, Maintenance and Custodial employees, in existing titles and related positions which may be created during the life of the contract, excluding the Secretary to the Town Supervisor, and Highway Department Personnel and all other managerial or confidential personnel, including Secretary to the Planning Board, for the purpose of collective bargaining and grievances. The period of unchallenged representation for the Union shall be for the maximum period allowed by law.

The Union shall be informed in writing prior to the establishment of all new titles created by the employer during the term of this Agreement.

Section 2 - Dues Deduction

The Employer agrees to deduct from all regular employees who are members of the Union covered by this agreement, dues of the Local Unit, Union sponsored insurance and benefit program premiums authorized by the individual employee, and agrees to remit same to the Union, together with the names of the employees from whom deductions are made, on a semimonthly basis. In addition, the Employer shall each year upon request furnish the CSEA unit president with a complete list of names, seniority and titles of all unit employees.

Section 3 - Agency Shop Fees

Effective on the signing of this by two Parties, the Employer agrees to deduct from all regular employees who are not members of the Union covered by this Agreement the amount equivalent to the dues of the Local Unit and agrees to remit same to the Union, together with the names of the employees from whom deductions are made, on a monthly basis.

The monies so deducted shall be transmitted to the Union at the same time and in the same manner as dues deducted from the Union members.

The Union agrees to indemnify the Employer and save it harmless from liability that may arise from refunds of agency shop fee deductions made pursuant to this provision.

The Union shall notify the Employer annually of the amount equivalent to the annual unified dues to be deducted from each non-member.

Section 4 - Rights of the Union

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings. The Union shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate. Union representatives will have the right to meet with individual members on prior approval of the Town Supervisor provided that Town work is not interrupted.

Section 5 - Labor Management Committee

Representatives of the Town shall meet from time to time with representatives of the unit to discuss matters of mutual concern.

Representatives of the Union shall have the right to visit the facilities of the Employer for purposes of adjusting grievances and administering this agreement provided Town work is not interrupted and with prior approval of the Town Supervisor and to deal only with the Union representative.

ARTICLE II

PENSIONS AND HEALTH INSURANCE

Section 1 - Retirement Plan

Unit employees shall be members of the New York State Employees Retirement System, Plan 75G effective January 1, 1990.

Section 2 - Health Insurance

Increase the Health Insurance buyback option as follows:

	<u>Family</u>
Year 1	\$2,000.00
Year 2.....	\$2,000.00
Year 3.....	\$2,250.00
Year 4.....	\$2,500.00

The employees covered by this agreement shall be eligible for membership in the State Health Insurance Plan or equivalent plan. The contributions made on behalf of the Town shall be 100% individual and 80% for family plan members.

For employees with ten (10) continuous years of service with the Town of Southeast who retire prior to January 1, 1998, the Town shall pay 100% of the cost of the health insurance premiums of the plan (individual or family) which the employee was enrolled in at the time of the employee's retirement.

For employees with fifteen (15) continuous years of service with the Town of Southeast who retire on or after January 1, 1998, the Town shall pay either 100% of the cost of the health insurance premiums of the individual plan or 80% of the cost of the health insurance premiums of the family plan.

For employees with twenty (20) continuous years of service with the Town of Southeast who retire on or after January 1, 1998, the Town shall pay either 100% of the cost of the health insurance premiums of the individual plan or 90% of the cost of the health insurance premiums of the family plan.

Additionally (provided the following is permissible under the provisions of the New York State Health Insurance Program), any unit member who has: (a) met the minimum years of service requirements for vesting for receipt of retiree health insurance (as set forth in paragraph 2 above); and (b) terminated his/her employment within five years of the date on which he/she begins to receive his/her ERS retirement allowance, may pay the full cost (i.e. both the employee and employer share) of the premiums from the month following the end of the month a separated employee's coverage would normally end, until the end of the month in which the vestee becomes eligible to receive a retirement allowance, and subsequently be eligible for health insurance as a retiree in accordance with the provisions of paragraph 2 above.

For the purpose of this contract, the term retiree shall mean an individual who retires in accordance with the eligibility requirements of the NYS Employees' Retirement System (ERS), i.e., an individual who at the time of his/her separation from employment with the Town of Southeast is collecting his/her pension from ERS. Fifty-five (55) is the minimum retirement age as per the Employee Retirement System.

This benefit shall not be impaired, abridged, or diminished in any manner during the term of this Agreement or upon the expiration of this Agreement.

The Town may change carriers to another plan providing comparable coverage to the statewide plan. At least ninety (90) days' notice shall be given to the Association. In the event of a dispute as to the coverage of the new plan, the dispute shall be submitted to arbitrations, provided, however, that such grievance shall be instituted at the Town Supervisor level. The plan shall not be switched until a decision from the arbitrator has been rendered.

Members of the unit who withdraw from the Town's plan during the life of the Agreement shall receive \$1,500 in years one and two of the contract and \$1,750 in year three of the contract on an annual basis if they were receiving individual coverage provided they remain uncovered under such plan for a period of twelve (12) consecutive months. No member may withdraw unless the member can prove that he or she is covered under another plan. Nothing contained herein shall preclude a member from re-entering a plan within the twelve (12)-month period

provided, however, that in such case, no payment shall be made. Members may only re-enter the plan after the twelve (12)-month period if they no longer have comparable coverage under a spouse's plan. These amounts shall be payable at the end of each year the employee participates in the buy-out.

Section 3 - Disability Insurance

The Town will continue current disability plans.

Section 4 - Eye Care Insurance

Any increase in the premiums after June 30, 2004, shall be discussed between parties.

Effective January 1, 2002, the Town will contribute the sum of \$214.62 to cover the cost of the CSEA EBF Platinum 12 Vision Plan plus the cost of the occupational vision rider.

Effective January 1, 2003, the Town will contribute the sum of \$221.04 to cover the cost of the CSEA EBF Platinum 12 Vision Plan plus the cost of the occupational vision rider.

Effective January 1, 2004, the Town will contribute the sum of \$226.60 to cover the cost of the CSEA EBF Platinum 12 Vision Plan plus the cost of the occupational vision rider.

Section 5 - Dental

NEW: Effective 1/1/05 the Town will contribute the full cost of the CSEA EBF Dutchess Dental Plan through the completion of a negotiated successor agreement. Any increases in costs to the Town due to increased premiums shall be a subject of negotiations and any such change shall be effective in the successor agreement.

Section 6 - Workman's Compensation

Should the Town enact a new workman's compensation plan for any other bargaining unit of the Town, the CSEA agrees that it will meet with management to negotiate this issue.

ARTICLE III -

VACATION

NEW: Employees shall be entitled to five (5) weeks of vacation after eighteen (18) years of employment with the Town of Southeast.

Each town employee shall receive a vacation as follows:

- A. One (1) week's vacation during the first calendar year of employment, provided six (6) months of continuous service have been completed.
- B. Two (2) weeks' vacation during each subsequent calendar year of continuous service through the completion of five (5) calendar years.

- C. Three (3) weeks' vacation after the completion of five(5) calendar years of continuous service.
- D. Four (4) weeks' vacation after completion of ten (10) calendar years of continuous service.
- E. Vacations shall be taken on a seniority basis only at a time approved by the Town Supervisor which will not be unreasonably denied. All vacations shall be taken in the year during which the employee becomes entitled thereto. If a Town employee does not use full vacation up to one (1) week may be carried over into the succeeding year provided the Town Supervisor agrees that the pressures of work require the carry-over. At no time will any employee be authorized to carry more than 1 week from one year to the next.
- F. In calculating the time allowed for vacations, intervening holidays will not be counted as vacation days.
- G. It shall be the duty of the Town Supervisor or designated representative to keep an accurate record of all vacation leave on such form as the Town Board may prescribe, so that a written report of the same can be readily furnished upon request of such Board.
- H. Vacations are to be scheduled so that no Department is left without sufficient coverage.
- I. Where a conflict of vacation requests exists, the most senior employee in each department will have preference.
- J. In the event of termination of employment other than for dismissal for cause, the employee or the employee's estate shall receive any accrued vacation pay. Accrued time shall mean pro rata unearned vacation time.
- K. Employees may take vacation time in one-half (1/2) day increments four (4) times annually. However, an employee may not use a one-half (1/2) day vacation on Fridays during Summer hours.

ARTICLE IV

HOLIDAYS AND LEAVES

Section 1 – Holidays

The following and such other days as the Town Board may designate shall be holidays with pay:

New Year's Day	Election Day
Martin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day
Labor Day	Day After Christmas Day
Columbus Day	*Good Friday

* Employees shall be entitled to one-half day of work on Good Friday*

Section 2 - Additional Holiday

Any additional days declared holidays by the Town will be granted to all employees unless their services are required because of inclement weather or its effects or any other emergency. A floating holiday will also be allowed provided that the floating day be taken by less than the full complement of employees in any one office or department.

Section 3 - Holidays Falling On Weekends

In the event a holiday falls on a Saturday or a Sunday, it shall be celebrated on an alternative date, which shall be a Friday if the holiday falls on a Saturday or a Monday if the holiday falls on a Sunday, unless an alternate date is prescribed by law or mutually agreed upon.

Section 4 - Sick Leave

Absence from duty of an employee by reason of sickness or disability of himself or herself shall be allowed as provided in this section. Absence from duty for such reasons, if duly granted by the Town Supervisor shall be considered and known as "sick leave." The following regulations shall govern such absence.

- A. An employee may be absent from duty on account of sickness or disability or death in his/her immediate family. Leave for illness in the family will not exceed 5 days in any one year.
- B. An employee shall be granted sick leave with pay of twelve (12) sick days a year at the rate of one (1) per month. Maximum sick leave accumulation shall be as follows:
 - Year 190 days
 - Year 2.....95 days
 - Year 3.....100 days
 - Year 4.....120 days
- C. Where an employee, because of sickness or disability or death in the immediate family, is required to remain away from his or her department beyond the sick leave allowance, the Town Supervisor in his or her judgment, may propose to the Town Board that additional sick leave with pay be granted, due consideration being given to the employee's prior service to the effective date of this regulation.
- D. The Town may request a medical certification of illness at any time provided, however, that such request shall not be arbitrary or capricious.
- E. It shall be the duty of the Town Supervisor to keep an accurate record of all sick leave on such form as the Town Board may prescribe, so that a written report of the same can be readily furnished upon request of such Town Board.
- F. Sick pay as available shall be granted for medically necessary time for actual disability occurring during pregnancy. Any employee availing herself of such leave taken from accumulated sick leave must notify the Town Supervisor during that period if she intends to return to work. All such disability leave will be subject to applicable provisions of law.
- G. Employees shall be credited with additional catastrophic leave according to their years of service with the Town according to the following schedule:

Years of Service Additional Catastrophic Sick Leave

15	50 days
17	an additional 25 days (total 75 days)
20	an additional 25 days (total 100 days)

The sick leave entitlement (both accumulated and catastrophic) shall be available for use by the employee in the event of illness or injury and to apply to benefits available under Section 41-J of the New York State Employees Retirement System.

ARTICLE V

BEREAVEMENT LEAVE AND JURY DUTY LEAVE

Section 1 - Bereavement Leave

An employee may be absent from duty to attend the funeral of a member of his/her immediate family. Bereavement leave is to be five (5) workdays provided the employee attends the services for the deceased. Death in the immediate family shall include the employee's spouse, parents, child, brother or sister, grandparents, brother-in-law, sister-in-law, grandparents-in-law.

Section 2 - Jury Duty Leave

The jury duty fee shall be paid over to the Town but the employee may keep the mileage reimbursement. Employees shall request that they be placed on an "on call" basis.

ARTICLE VI

PERSONAL LEAVE - LEAVES OF ABSENCE

Section 1 - Personal Leave Allowance

- A. Employees shall be entitled to three personal leave days per year with pay for personal business which cannot be reasonably accomplished outside of the regular workday or workweek, including observances of required religious abstention from work, without charge to vacation, holiday, or sick leave credit during each fiscal year.
- B. Reasonable notice, except in the case of emergency, of request to have a personal leave day shall be given by the employee to his or her supervisor at least one day prior to said personal leave.
- C. Unused personal leave will be added to accumulated unused sick leave each year not to exceed contract maximum accumulation rates.

D. It shall be the duty of the Town Supervisor to keep an accurate record of all personal leave on such form as the Town Board may prescribe, so that a written report of the same can be readily furnished upon request of such Board.

Section 2 - Child Care Leave

Upon request for a child care leave for newborn children, the parent may be granted leave of absence without pay for a period not to exceed one (1) year by the Town board.

ARTICLE VII SALARIES AND MILEAGE

Section 1 – Salaries

Effective January 1, 2005, through December 31, 2008, salaries, including longevity, shall be paid pursuant to the attached schedules. The schedules reflect the following increases:

Effective January 1, 2005 - 3.50%

Effective January 1, 2006 - 3.75%

Effective January 1, 2007 – 4.0%

Effective January 1, 2008 – 4.0%

NEW: Steps – There will a uniform eight (8) step system implemented for all CSEA employees. The position of Account Clerk will go from ten (10) steps to eight (8) steps. Steps 3 and 4 will be eliminated for this current account clerk only. All future accountant clerk's will be subject to the revised eight (8) step schedule. The position of maintenance will increase from a six (6) step schedule to an eight (8) step schedule.

Section 2 - Mileage Reimbursement

Mileage will be set at \$. 40.5 per mile or any higher rate set on the Town Board for all travel authorized in advance by the Town Supervisor other than for Union business.

ARTICLE VIII

WORKWEEK, WORKDAY, AND OVERTIME

Section 1 - Workdays, Workweek

A. The workweek and workday for unit employees excluding maintenance and custodial employees shall be five (5) days per week, Monday through Friday, 7 ½ hours per day, 9:00 a.m. to 4:30 p.m. Employees who work more than 37 ½ hours in any one calendar week shall be compensated at the overtime rate for time worked in excess of 37 ½ hours; those who work 40 hours shall be compensated after 40 hours at the overtime rate of time and one-half (1 ½).

B. The workweek and workday for custodial and maintenance employees shall be five days per week, Monday through Friday, 8 hours per day, 8:00 a.m. to 4:00 p.m.

C. All employees shall be required to personally record all hours worked. The record must reflect the employee's arrival time and departure time, and all work breaks. It shall be the Town's discretion to determine the method utilized for recording employee work hours. The particular method may be changed from time to time by the Town after ten (10) days written notice to CSEA and individual employees.

Section 2 – Overtime

A. Time and one-half (1 ½) an employee's regular rate shall be paid for all approved time worked:

(1) In excess of the above-specified regular workweek, workday, where the day exceeds 7 ½ hours inclusive of approved leave;

(2) Prior to the starting time or subsequent to the regularly scheduled end of the workday of the employee's normal work schedule where the day exceeds 7 ½ hours;

(3) Any work performed on Saturday.

B. Double-time (2) employee's regular rate shall be paid for all time worked on Sunday. On a holiday the employee working on a holiday shall receive, in addition, holiday pay.

C. Overtime shall be available to employees on an equitable rotating basis according to seniority and classification.

(1) The Town shall record all overtime and maintain a record of overtime available within each classification and the qualified employees contacted to work the overtime.

(2) An employee who refuses overtime when contacted shall for the purpose of equitable distribution of overtime, shall be considered to have worked the overtime refused.

(3) Overtime shall be distributed equitably among qualified employees, except in an emergency situation, in which there is a danger to the health or safety requiring immediate action by the Town. In this instance, the Town can call the nearest qualified worker first.

Section 3 - Coffee Breaks and Lunch

A. There shall be two (2) fifteen (15) minute coffee breaks daily, one to be taken prior to lunch and one after lunch.

B. Lunch hours shall be 45 minutes between 11:30 a.m. and 2:00 p.m.

Section 4 - Call Back

Any unit employee called back after leaving the end of a workday shall be paid for a minimum of 4 hours.

Section 5 - Summer Work Schedule

From Memorial Day through Labor Day, employees shall work a summer work schedule, which shall be as follows:

Monday - Thursday 8:45 a.m. - 4:30 p.m.

Friday 8:45 a.m.- 2:00 p.m.

(On Friday, no breaks, but employees will receive a ½ hour lunch which may not be taken at the end of the day.)

ARTICLE IX

GENERAL PROVISIONS

A. Permanent Status

All non-competitive and labor class employees shall be accorded the same rights as competitive employees, veterans, and exempt firemen now under the provisions of Section 75 of the Civil Service Law upon the completion of twelve (12) months' service.

B. Out-of-Title Work

All employees must qualify for their assigned positions as described in the job descriptions and/or through successful completion of Civil Service Testing, as per Civil Service Law in order to maintain their assignment. Work performed in a higher classification for more than twenty (20) consecutive workdays will be paid at the rate of the higher classification.

C. Uniforms

Uniforms shall be provided as heretofore practiced to custodial and maintenance.

D. Personnel Folder

Upon request made in advance, employees may periodically review the contents of their own personnel folders.

ARTICLE X

SENIORITY AND VACANCIES

Section 1 – Definition

Seniority means the employee's total continuous full-time service in a single job classification.

Section 2 - Promotions and Vacancies

The Town will post all vacancies in the Town Hall for fifteen (15) calendar days on a bulletin board readily accessible to employees prior to the filling of positions on a permanent basis. The unit president will be given copies of all postings.

Section 3 – Seniority

The seniority of each employee dates from the last date of hire as a full-time employee with the Town. Overtime, vacations, layoffs and transfers shall be governed by seniority with due consideration to the fitness, skill, ability, competence of the employee(s) involved and the need of staffing. Promotions shall also be governed by seniority except as otherwise controlled by the Civil Service Law.

Section 4 - Break In Seniority

Seniority will be broken by any of the following:

- A. Discharge for just cause.
- B. Resignation or quitting.
- C. Retirement.

Section 5 Leaves and Layoffs

An employee shall not lose his/her seniority during any absence of authorized leave or layoff that does not exceed one (1) year. Employees whose services are terminated by reason of elimination of a position shall be afforded an opportunity to re-apply to fill vacancies in similar positions occurring within two (2) years thereafter.

ARTICLE XI

GRIEVANCE AND DISPUTE PROCEDURE

- A. Grievances shall be limited to an alleged violation of provision(s) of this Agreement.
- B. An employee having a grievance must present his/her position in writing to the Town Supervisor within fifteen (15) working days after the action or occurrence complained of. Within five (5) working days after such presentation, the employee will be advised of the disposition of this matter.

If the employee is not satisfied with the disposition of the matter by the Town Supervisor, he/she may then, within five (5) working days after the Supervisor's disposition, personally or on his/her behalf by an authorized Union representative, present a detailed statement in writing of his/her grievance to the Town Board, who shall render their decision in writing within twenty (20) working days.

- C. In the event that such dispute is not then disposed of, the Union may, within twenty (20) days, make a demand for arbitration. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) working days after the referral of such matter to arbitration,

the American Arbitration Association shall be requested to name an arbitrator under its Voluntary Labor Arbitration Rules.

D. The fees and expense of the arbitrator shall be borne equally by the parties. The employer and employee shall bear the expense of their respective witnesses and any other expenses that may occur.

E. The hearing shall be held within the Town of Southeast.

F. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

ARTICLE XII –

MISCELLANEOUS

Section 1 - Contingency Clause

Should the parties fail to reach a new Agreement prior to the expiration date of this contract, the terms and conditions of this Agreement shall remain in force until a new one is signed.

Section 2 - No Discrimination

The Employer and the Union realize they have a responsibility to promote and provide equal opportunities for employment and as such, it shall be the positive and continuing policy of the Employer and the Union to assure equal opportunity in employment, regardless of race, color, religion, sex, national origin, or age or marital status.

Section 3 - Savings Clause

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law; or if adherence to or enforcement of any article or part thereof should be restored by a court of law, the remaining articles of this Agreement or any addition thereto shall not be affected.

Section 4 - Priority of Law

Nothing contained herein shall be construed to deny or restrict any employee any rights he/she may have under the Civil Service Law, or any other applicable law and regulations. The rights provided to employees hereunder shall be deemed in addition to those provided elsewhere.

Section 5 - Mandated Provision of the Law

“It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the

additional funds therefore shall not become effective until the appropriate legislative body has given approval.”

NEW: New Titles

There shall be two (2) new positions created – RECREATION LEADER, which shall be a testable position. The creation of the new position Recreation Leader in no way will obligate the Town of Southeast to fill the position of RECREATION CLERK

Employees hired after 1998 are not eligible for the ten (10)year longevity.

ARTICLE XIII

DURATION OF AGREEMENT

Section 1 - Term of Agreement

This Agreement shall become effective January 1, 2005, and shall continue in effect until December 31, 2008. The parties agree that all items subject to negotiations have been negotiated during the negotiations leading to this Agreement and agree that negotiations will not be reopened on any item whether contained in this Agreement or not during the term of this Agreement.

**TOWN OF SOUTHEAST UNIT
PUTNAM COUNTY LOCAL 840**

TOWN OF SOUTHEAST

CSEA, INC.

BY:

BY:
Unit President

DATED: 4/15/05

BY:
Labor Relations Specialist

RULES FOR SALARY SCHEDULE

1. All current employees shall be placed as agreed on the incremental salary schedule as submitted herein. Such increment structure shall take effect as of January 1, 1994, with wage adjustments made as necessary.
2. When a new employee is hired the Town may give up to full credit for prior service in a similar title elsewhere, provided that an incumbent employee in the same job title shall receive a salary increase commensurate to the salary of the new hire if the incumbent employee has equivalent or greater experience in the title.
3. Step advancement shall occur on January 1st of each year beginning January 1, 1995, for current employees and shall be according to the following criteria:

Employees who enter the service of the Town between January 1st and June 30th of a particular year and have service continuously in their position will be eligible to receive an annual increment on the following January 1st. Employees who enter into service between July 1st and December 31st shall be eligible on the second subsequent January 1st.

APPENDIX A

TELEPHONE CELL USE POLICY

Guidelines - Telephone and cell phone usage must adhere to the following guidelines:

- o An employee is expected to answer promptly and speak in a clear, friendly and courteous tone.
- o An employee should give the name of the department or office and one's own name. If the call is not for the employee who answers, the employee should transfer the caller to the correct party.
- o If the call must be placed on hold, the employee who answered the call should return to the line frequently to confirm that the call is being transferred.
- o During office hours, each employee is responsible for there being at least one employee in the department or office to answer telephones. If the department or office has a limited staff, arrangements must be made with another department or office for telephone coverage or an answering device must be in operation.
- o Collect calls may not be accepted without the approval of the Department Head or Supervisor.
- o An employee may not make or receive personal telephone or cell phone calls during work hours except in an emergency or to check briefly on family matters.
- o An employee may not make personal calls on a Town provided telephone or cell phone that will result in additional charges to the Town except in an emergency and/or with prior approval from the Department Head. The employee must reimburse the Town for the cost of the call.

APPENDIX B

DRUG AND ALCOHOL POLICY

It is agreed that all members of the CSEA bargaining unit shall be subject to random drug and alcohol testing pursuant to the terms that follow:

- 1) All bargaining unit members shall be subject to the random drug and alcohol testing policy provided that all management employees and Town Board members are similarly subject to the policy.
- 2) The testing procedures and guidelines will be the same as is currently in practice with the highway department and in conformance with Federal DOT guidelines. Except that a failed alcohol test shall be deemed a blood alcohol content of .05 percent or greater consistent with current NY State Law for driving while ability impaired by alcohol.

A positive test for drugs shall be deemed by the presence of any non-prescribed illegal narcotic or controlled substance found in the employee's blood or urine pursuant to the Federal Guidelines that are used for CDL Drug Testing.

- 3) The issue regarding the impact of a positive test result for drugs or alcohol has yet to be determined. However, the following conditions must be incorporated into any new Drug and Alcohol Policy agreed to between the CSEA and the Town of Southeast.

A. Should an employee test positive for drugs or alcohol pursuant to the guidelines established, the Town will meet with the employee and a representative of the Union in order to discuss the matter. Further, this employee may be referred to EAP for counseling or treatment.

B. Should an employee test positive for drugs/alcohol after a previous positive test within the last two (2)-year period for the first positive test for drugs or alcohol, the employee may be suspended without pay up to a maximum of thirty (30) days pursuant to Section 75 Disciplinary Hearing.

C. The Town and the Union agree that, should any new circumstances arise regarding the Drug and Alcohol Policy or the result of a positive test for drugs and alcohol that is not covered by this agreement, the parties shall meet to negotiate this matter.

NEW: APPENDIX C:
PERFORMANCE REVIEW

All CSEA employees shall be subject to yearly performance review. (SEE ATTACHED PERFORMANCE REVIEW EVALUATION).

If an employee received ten (10) average or above-average evaluations in their first twelve(12) years of employment, that employee would be entitled to longevity pay if hired after 1998 at year thirteen (13) of employment, rather than year fifteen (15) as currently stated in the contract.

All current employees shall be deemed to have received average or above-average evaluations for their current years of service to the Town of Southeast.

NEW:

Longevity pay schedule for an above-average or average employee as defined above:

Year 13.....	\$1,000.00
Year 14.....	\$1,500.00

APPENDIX "C"

**TOWN OF SOUTHEAST
GENERAL PERFORMANCE REVIEW**

Employee Name: _____

Job Title: _____

Department: _____

Hire Date: _____

Time in this Position: _____

Review Period: _____

Department Head: _____

Supervisor: _____

Instructions: Evaluate the employee on the job now being performed. Consult your supervisor's manual and job specification (clerical job specification) so you have in mind the expected duties. A Description selection is required. Use the Comments fields, as necessary. The care and accuracy with which this review is made will determine its value to you, the employee, and the Town.

	DESCRIPTION	CONSIDER THE EMPLOYEE'S PERFORMANCE SINCE THE LAST REVIEW. CHECK ONE PER CATEGORY
<p>*Quantity of Work</p> <p>The volume of work produced under normal conditions. Disregard errors.</p>	<ul style="list-style-type: none"> • Good production • Work usually completed ahead of schedule • Improvement encouraged. • Insufficient production, unacceptable <p>Comments:</p>	<ul style="list-style-type: none"> • Improvement • Similar • Decline
<p>*Quality of Work</p> <p>Neatness, accuracy and dependability of results. Disregard Volume.</p>	<ul style="list-style-type: none"> • High quality • Usually good • Quality unacceptable <p>Comments:</p>	<ul style="list-style-type: none"> • Improvement • Similar • Decline
<p>*Knowledge of Work</p> <p>Gained through experience; general education; specialized training</p>	<ul style="list-style-type: none"> • Good overall knowledge • Complete knowledge in all aspects • Knowledge incomplete • Deficient in basics of training <p>Comments:</p>	<ul style="list-style-type: none"> • Improvement • Similar • Decline

<p>*Judgment and Common Sense</p> <p>Ingenuity; decision-making abilities; development and presenting new ideas</p>	<ul style="list-style-type: none"> • Good judgment. Willing to solve own problems • Inventive & logical, makes decisions of high quality • Could give more thought • Prefers not to make judgments and/or overlooks important issues. Unacceptable <p>Comments:</p>	<ul style="list-style-type: none"> • Improvement • Similar • Decline
<p>*Teamwork</p> <p>Relationships with employees, supervisors and the public</p>	<ul style="list-style-type: none"> • Positive working relationships are a strong point • Works well with others • Approach to work relationships are unacceptable • Teamwork could improve <p>Comments:</p>	<ul style="list-style-type: none"> • Improvement • Similar • Decline
<p>*Leadership</p> <p>Supervisor skills. Consider temporary assignments</p> <p>No opportunity to:</p> <ul style="list-style-type: none"> • Observe • Demonstrate 	<ul style="list-style-type: none"> • Natural supervisor. Motivates others • Directs or supervises competently • Does not want to and/or should not direct or supervise • Leadership not strongly developed. Minimum acceptable <p>Comments:</p>	<ul style="list-style-type: none"> • Improvement • Similar • Decline
<p>*Safety</p> <p>Commitment to working in a safe responsible manner</p>	<ul style="list-style-type: none"> • Exemplary. Consistently observes rules and policies; looks for hazards • Above average commitment. Highly involved; good attitude. • Adequate commitment. Wears Personal Protective Equipment consistently. Good attitude • Takes unnecessary risks. Unacceptable. <p>Comments:</p>	<ul style="list-style-type: none"> • Improvement • Similar • Decline
<p>EDUCATIONAL ACTIVITIES</p>		<p>ATTENDANCE</p> <p>Number of days absent during evaluation period:</p> <p>Is there any indication that the employee's health or attendance may become a problem? Yes ___ No ___</p> <p>If yes, explain:</p>

OVERALL CURRENT PERFORMANCE	<ul style="list-style-type: none"> • Excellent • Satisfactory Plus • Satisfactory • Minimum Acceptable • Unacceptable 	
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EMPLOYEE COMMENTS (OPTIONAL) EMPLOYEE SIGNATURE: _____ (DOES NOT IMPLY AGREEMENT)	COMMENTS AFTER DISCUSSION DATE DISCUSSED: _____
REVIEWED Department Head Signature: _____	REVIEWED Town Supervisors' Signature: _____

NEW: Article 75

The provisions of Section 75 of the Civil Service Law shall apply effective 7/1/05 for the removal or discipline or suspension of an employee in this unit if the employee has six (6) months of employment in the Town.

Town of Southeast
CSEA Payroll

CSEA Salary Steps 1/1/05 - 12/31/08

Clerk

	2004	3.50% 2005	3.75% 2006	4.00% 2007	4.00% 2008
Step 1	29,105	30,124	31,254	32,504	33,804
Step 2	29,832	30,876	32,034	33,315	34,648
Step 3	30,579	31,649	32,836	34,149	35,515
Step 4	31,340	32,437	33,653	34,999	36,399
Step 5	32,126	33,250	34,497	35,877	37,312
Step 6	32,926	34,078	35,356	36,770	38,241
Step 7	33,752	34,933	36,243	37,693	39,201
Step 8	35,267	36,501	37,870	39,385	40,960

Acct. Clerk

	2004	3.50% 2005	3.75% 2006	4.00% 2007	4.00% 2008
Step 1	32,065	33,187	34,432	35,809	37,241
Step 2	32,866	34,016	35,292	36,704	38,172
Step 3	33,688	34,867	36,175	37,622	39,127
Step 4	34,530	35,739	37,079	38,562	40,104
Step 5	35,393	36,632	38,006	39,526	41,107
Step 6	36,277	37,547	38,955	40,513	42,134
Step 7	37,187	38,489	39,932	41,529	43,190
Step 8	38,860	40,220	41,728	43,397	45,133

Sr. Ct. Clerk

	2004	3.50% 2005	3.75% 2006	4.00% 2007	4.00% 2008
Step 1	30,791	31,869	33,064	34,387	35,762
Step 2	31,521	32,624	33,847	35,201	36,609
Step 3	32,264	33,393	34,645	36,031	37,472
Step 4	33,024	34,180	35,462	36,880	38,355
Step 5	33,811	34,994	36,306	37,758	39,268
Step 6	34,612	35,823	37,166	38,653	40,199
Step 7	35,438	36,678	38,053	39,575	41,158
Step 8	36,989	38,284	39,720	41,309	42,961

Maintenance

	2004	3.50% 2005	3.75% 2006	4.00% 2007	4.00% 2008
Step 1	31,882	32,791	34,021	35,382	36,797
Step 2	32,476	33,613	34,873	36,268	37,719
Step 3	33,284	34,449	35,741	37,171	38,658
Step 4	34,119	35,313	36,637	38,102	39,626
Step 5	34,975	36,199	37,556	39,058	40,620
Step 6	36,543	37,822	39,240	40,810	42,442
Step 7	37,457	38,768	40,222	41,831	43,504
Step 8	39,143	40,513	42,032	43,713	45,462

Recreation Leader

	2005	3.75% 2006	4.00% 2007	4.00% 2008
Step 1	38,284	39,720	41,309	42,961
Step 2	39,241	40,713	42,342	44,036
Step 3	40,222	41,730	43,399	45,135
Step 4	41,228	42,774	44,485	46,264
Step 5	42,259	43,844	45,598	47,422
Step 6	43,315	44,939	46,737	48,606
Step 7	44,398	46,063	47,906	49,822
Step 8	46,396	48,136	50,061	52,063

Town of Southeast
CSEA Payroll

CSEA Salary 1/1/05 - 12/31/08

NAME	TITLE	DATE OF HIRE	2005			2006			2007			2008		
			BASE	LONGEVITY	TOTAL	BASE	LONGEVITY	TOTAL	BASE	LONGEVITY	TOTAL	BASE	LONGEVITY	TOTAL
Edward Bishop	Maintenance	07/18/1979	\$ 38,768	\$ 2,500	\$41,268	\$42,032	\$ 2,500	\$ 44,532	\$43,713	\$ 2,500	\$ 46,213	\$45,462	\$ 2,500	\$ 47,962
Geraldine King	Clerk	01/15/1988	36,501	2,000	\$38,501	37,870	2,000	\$ 39,870	39,385	2,000	\$ 41,385	40,960	2,500	\$ 43,460
Patricia Bohrman	Recreation Leader	10/22/1990	40,222	2,000	\$42,222	42,774	2,000	\$ 44,774	45,598	2,000	\$ 47,598	48,606	2,000	\$ 50,606
*Mary Howard	Clerk	04/08/1996	36,501	-	\$36,501	37,870	-	\$ 37,870	39,385	-	\$ 39,385	40,960	-	\$ 40,960
Bonnie Lee Simone-Colombo	Clerk	01/05/1998	36,501	-	\$36,501	37,870	-	\$ 37,870	39,385	-	\$ 39,385	40,960	-	\$ 40,960
Marianne Gallipani	Recreation Leader	01/12/1998	38,284	-	\$38,284	40,713	-	\$ 40,713	43,399	-	\$ 43,399	46,264	-	\$ 46,264
Mary Pascarelli	Sr. Ct. Clerk	07/01/2002	35,823	-	\$35,823	38,053	-	\$ 38,053	41,309	-	\$ 41,309	42,961	-	\$ 42,961
Michael Pavese	Maintenance	06/25/2001	36,199	-	\$36,199	39,240	-	\$ 39,240	41,831	-	\$ 41,831	45,462	-	\$ 45,462
Helena Hansen	Acct. Clerk	08/26/2002	36,632	-	\$36,632	38,955	-	\$ 38,955	41,529	-	\$ 41,529	45,133	-	\$ 45,133
Heather Fitzgerald	Clerk	06/02/2003	31,649	-	\$31,649	33,653	-	\$ 33,653	35,877	-	\$ 35,877	38,241	-	\$ 38,241

Longevity	Amount
13 Years	\$ 1,000
14 Years	1,500
15 Years	2,000
16 Years	2,000
17 Years	2,000
18 Years	2,000
19 Years	2,000
20 Years	2,500

* EMPLOYEES HIRED PRIOR TO JANUARY 1, 1998 ARE NOT ELIGIBLE FOR THE TEN YEAR LONGEVITY.