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Contract Database Metadata Elements

Title: **Amityville, Village of and Amityville Department of Public Works Village Unit, CSEA Local 1000, AFSCME, AFL-CIO, Suffolk Local 852 (2007) (MOA)**

Employer Name: **Amityville, Village of**

Union: **Amityville Department of Public Works Village Unit, CSEA, AFSCME, AFL-CIO**

Local: **Suffolk Local 852, 1000**

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

Expiration Date: **05/31/11**

PERB ID Number: **7512**

Unit Size: **19**

Number of Pages: **21**

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BC 17512

AGREEMENT

by and between the
VILLAGE OF AMITYVILLE

and the

CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.

Local 1000, AFSCME, AFL-CIO
DPW Unit

JUNE 1, 2007- MAY 31, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 14 2010

ADMINISTRATION

19

CSEA CONTRACT

INDEX

ARTICLE 1	Management Rights.....	2
ARTICLE 2	Past Practices.....	2
ARTICLE 3	Wages	2
ARTICLE 4	Overtime.....	3
ARTICLE 5	Longevity	3
ARTICLE 6	Out of Title Work.....	4
ARTICLE 7	Work Schedule	4
ARTICLE 8	Leave Time.....	4-7
	Section A. Vacation	
	Section B. Sick Time	
	Section C. Personal Days	
	Section D. Family and Medical Leave Act (FMLA)	
	Section E. Holidays – Floating Holidays	
	Section F. Bereavement Leave	
ARTICLE 9	Seniority.....	7
ARTICLE 10	Fringe Benefits.....	8-10
	Section A. Health Insurance	
	Section A2. Medical Insurance Buy-Out	
	Section A3. Retiree Medical Insurance	
	Section B. Retirement	
	Section C. Dental	
	Section D. Optical	
ARTICLE 11	Grievance Procedure & Advisory Arbitration	10
ARTICLE 12	Safety Provisions	10
ARTICLE 13	Miscellaneous	11
ARTICLE 14	Terms of Agreement	11
ARTICLE 15	Public Assistance Grant Recipients	12
ARTICLE 16	Worker’s Compensation.....	12
ARTICLE 17	Transitional Duty.....	12
ARTICLE 18	Savings Clause.....	13
ARTICLE 19	Notification of Current Union Officers.....	13
ARTICLE 20	14
Schedule A	2007-2008 Wage Schedule	
Schedule B	2008-2009 Wage Schedule	
Schedule C	2009-2010 Wage Schedule	
Schedule D	2010-2011 Wage Schedule	
APPENDIX	Tuition Reimbursement Policy	

CONTRACT AGREEMENT FOR JUNE 2007 - MAY 2011

Agreement, made and entered into this 25th day of February 2008, by and between the Village of Amityville, political subdivision of the State of New York, having its principal place of business in the Village of Amityville, New York thereafter referred to as the "Employer" and the Civil Service Employee Association, Inc., Suffolk Local 852, Amityville DPW Village Unit, an association duly incorporated pursuant to the provisions of the Membership Corporation Law of the State of New York, having its principal place of business in the Village of Amityville, (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, the Employer recognizes the Association as the sole and exclusive bargaining agent representative for employees designated as custodian, laborers, automotive equipment operators, heavy equipment operators, mechanics and foremen and agrees to continue to do so, subject to the orders of the New York State Public Employment Relations Board for the maximum period permitted by law, and

WHEREAS, the Association obligates itself for its members and for all employees of the Employer for whom it is the recognized bargaining representative that it and each of such members and employees will faithfully perform all the terms and conditions of this agreement and their respective parts to be performed, and

WHEREAS, the parties desire to negotiate a Collective Bargaining Agreement setting forth the amount of wages for the period June 1, 2007 thru and including May 31, 2011 and their conditions and standards of employment for the period June 1, 2007 thru and including May 31, 2011, and

WHEREAS, IT IS AGREED 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.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and provisions as herein contained, the parties hereto bind themselves and agree as follows:

ARTICLE 1- MANAGEMENT RIGHTS

Except as specifically abridged, delegated, granted or modified by this agreement, all of the rights, powers and authority the Employer had prior to the signing of this agreement are retained by it and remain exclusively and without limitation within the rights of management. This includes the right, power, and privilege, subject to Civil Service Law, and to the terms of this agreement where applicable, to plan, determine, direct, and control or change the nature and extent of all its operations, to promote employees from one classification to another, to transfer and assign employees to such places of work as it may elect, to create and abolish positions, and to delegate duties, tours of duties and the manner of the performance of such duties. It also includes the right to demote, discipline, suspend or discharge employees for cause and to relieve them from their normal duties for a legitimate reason, to introduce new equipment, methods or facilities or change existing methods, and to make and enforce rules and to carry out functions of management.

ARTICLE 2 - PAST PRACTICES

All terms and conditions of employment shall be defined within this collective bargaining agreement except where provided by law, rule and/or regulation having the force and effect of law or by resolution of the Village Board.

ARTICLE 3 - WAGES

The salary increases shall be 4% per year plus increment. All wages will be paid weekly by check on Friday of each week, except when Friday occurs on a legal holiday when such payment shall be made on the previous day.

ARTICLE 4 - OVERTIME

Section A. Whenever an employee covered by this agreement shall work more than the defined work day in any one day and more than (40) hours in any seven day period, that employee shall be paid for any overtime at a rate of one and one-half (1 ½) times the hourly rate as provided under the appropriate schedule. Payment shall be made within one week of such overtime worked. If the amount of overtime hours is 10 or more, the employee will be paid by separate check.

Section B. Whenever an employee covered by this Agreement is required to work four (4) hours of overtime, contiguous to his/her normal shift, the employee shall be paid for his/her dinner hour; whether or not such dinner hour is taken.

Section C. Whenever an employee covered by this agreement is authorized to report to work because of an emergency and the hours worked are not contiguous with the normal work day, the employee shall be entitled to a minimum of three (3) hours pay at time and one-half (1 ½).

Section D. Whenever an employee covered by this agreement shall be required to work on one of the 12 holidays covered under Article 8 sub section E, the employee will be paid for the overtime at a rate of two (2) times the hourly rate under Schedule A, Schedule B, Schedule C or Schedule D. Whenever an employee is called in to work by his supervisor on an emergency basis on Sundays, said employee will be paid at the rate of two (2) times the employee's regular hourly rate. For the purposes of Sunday work, "emergency" shall be defined as when an employee is called in to work on a Sunday, whether scheduled or unscheduled. The determination as to whether or not such work qualifies for the rate delineated herein shall be made by the Village Administrator.

Section E. A rotational list for overtime assignments on the basis of employee seniority shall be established and posted in the Office of the Superintendent of the Department of Public Works and the employees' bulletin board.

Section F. Any employee placed "on call" by the Mayor, the Village Clerk or the Department Head only, after completion of his/her regular work shift, who is not actually called in to work will be paid at his/her regular straight time rate of pay up to a maximum of three hours for the on-call status.

ARTICLE 5 - LONGEVITY

Section A. Longevity shall be paid to full time employees. Such pay shall be based on the number of years of completed service. Service shall be defined as employment with the Village of Amityville. Service shall be continuous to qualify for this benefit. Breaks in

service of one year or more, except for military leave, shall constitute a break and prior service shall not be credited for purposes of longevity. A longevity payment of \$1,000.00 shall be paid by separate check on the first payday in August following ten (10) years of service as defined above. Thereafter, an additional \$100.00 shall be added for each year of additional service and paid by separate check on the first payday in August following the additional completed year of service up to a maximum of \$2,000.00.

Employees hired after December 17, 1998 shall not be eligible for longevity payments until completion of fifteen (15) years of service.

ARTICLE 6 - OUT OF TITLE WORK

If a covered employee is required to work in a higher job classification for a period of time, he/she will be paid at the higher rate in keeping with the provision of Civil Service Law commencing on the 10th working day of such work in a higher classification.

ARTICLE 7 - WORK SCHEDULE

All covered employees shall work a forty (40) hour work week. The normal work schedule shall consist of four (4) days (Monday thru Thursday), eight and one quarter (8 1/4) hours per day and one (1) day (Friday), seven (7) hours per day. The normal work day shall be from 7:00 a.m. to 4:00 p.m. (Monday thru Thursday) and 7:00 a.m. to 2:45 p.m. (Friday) with 12:00 p.m. (noon) to 12:45 p.m. lunch break. Time clocks may be used by the employer to substantiate work time. Overtime will be paid for hours worked in excess of the defined work day, except as otherwise provided for in this agreement.

ARTICLE 8 - LEAVE TIME

Section A. Vacation Leave

1. All full time employees shall be entitled to accrue vacation leave on the first day of January in accordance with the following schedule:

First Calendar Year: No paid vacation allowance for the first ninety (90) days.

If hired in: Then paid vacation days available after the first ninety (90) days are:

January	5 days
February & March	4 days
April & May	3 days
June and July	2 days
August & September	1 day
October – December	0 days

Second, Third, Fourth and Fifth calendar years employed:	10 days
Sixth, Seventh, Eighth, Ninth and Tenth calendar years employed:	18 days
Eleventh, Twelfth, Thirteenth, and Fourteenth calendar years employed:	23 days
Fifteenth calendar year and thereafter:	25 days

In the 5th, 10th and 15th calendar years, the employee will earn the additional vacation days on their 5th, 10th, and 15th year anniversary date, rather than on January 1st of the following calendar year.

2. Vacation is scheduled on a calendar year basis. All vacation time must be used by December 31st, otherwise the time is forfeited. Up to five (5) days may be carried over to the following year only with Board of Trustees approval by submitting a request to the Supervisor for the carry-over by November 30th. If approved, the time must be used by March 31st or the time is forfeited.
3. Up to ten (10) days of Vacation Buy-Backs are permitted only with Board of Trustees approval by submitting a request to the Supervisor for the Buy-Back of time by November 15th. If approved, a check will be issued for the Buy-Back on the first payday in December.
4. Vacation days must be requested in writing to the Supervisor on the required Village form. For any vacation of five (5) consecutive days or more, the Supervisor must be notified at least three (3) weeks in advance.
5. An employee who resigns, retires, or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment and work the entire period of notice. In the event an employee leaves employment due to termination for cause, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Village will pay the employee's estate for any unused vacation leave.

Section B. Sick Leave

1. All full time employees shall receive fifteen (15) sick days per fiscal year. The fiscal year is June 1st through May 31st. Sick time shall be earned at a rate of 1.25 days per month. Sick days may be accumulated to a total of three hundred seventy-five (375) days. Full-time employees shall be permitted to use up to a maximum of five (5) sick days per fiscal year to tend to the illness of the employee's immediate family. Immediate family

for the purposes of this provision shall be defined as: spouse, daughter, son, brother, sister, father, mother, mother-in-law, and father-in-law.

2. Upon the covered employee's retirement or death, fifty (50%) percent of all accumulated sick days shall be paid to the employee or his or her assigned beneficiary up to 150 days maximum. Payment will be at the employee's rate of pay at the time of retirement or death.

3. The Village reserves the right to request a physician's note upon return to work after three (3) days of absences for illness.

4. In the case of absence due to illness the employee shall notify the Supervisor of such absence no later than one-half hour after the employee's start time.

Section C. Personal Leave

1. All full time employees shall receive five (5) personal leave days per fiscal year. The five (5) personal days shall be earned on June 1st. Such time shall be used for personal business. Any unused personal leave days at the end of a fiscal year shall be added to accumulated sick leave but no more than 375 days of sick leave shall be accumulated as per Section B, #2 above.

2. Employees hired during a fiscal year shall receive personal leave on the following pro rata basis:

If hired June through August	3 days
If hired September through November	2 days
If hired December through February	1 day
If hired March through May	0 days

3. An employee who resigns, retires, is laid off, or is terminated from employment due to termination for cause will not receive payment for unused personal leave.

Section D. Family and Medical Leave Act (FMLA)

Employees who meet certain service requirements are entitled, through the federal Family and Medical Leave Act (FMLA), to take leave of up to 12 weeks per year for serious personal or family health conditions. This leave can also be used for the arrival of a new child by birth, adoption or foster placement. If leave is requested for an employee's own serious health condition, the Village requires the employee to use all of the employee's accrued paid sick leave, personal leave, compensatory leave and vacation leave. If leave is requested for any of the other reasons, the Village requires an employee to use all of the employee's accrued paid vacation leave, personal leave and compensatory leave.

Any remaining family and medical leave will be unpaid. Details are available through the Health Benefits Administrator.

Section E. Holidays

Covered employees shall receive the following paid holidays (eight (8) holidays are National and Legal Holidays):

- New Years Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The ninth, tenth, eleventh and twelfth day will be floating holidays to be determined by the Village Board of Trustees prior to the beginning of the calendar year. The dates of such holidays shall be considered the official New York State designated date for celebration thereof. Holidays falling on a Saturday shall be celebrated on Friday and holidays falling on Sunday shall be celebrated on Monday.

Section F. Bereavement Leave

In case of death in a covered employee's immediate family (spouse, daughter, son, brother, sister, father, mother, mother-in-law, father-in-law) such employees shall be granted four (4) consecutive days of absence with full pay. In case of a death in the covered employee's family, other than immediate, (legal guardian, sister-in-law, brother-in-law, stepmother, stepfather, aunts, uncles, and children of those mentioned) such employee shall be granted the day of the funeral with full pay. For the employee's son-in-law, daughter-in-law, or grandparents, the employee shall be granted three (3) consecutive days of absence with full pay. When the day/days fall during vacation, sick leave or holidays, such time off is not in addition thereto.

ARTICLE 9 - SENIORITY

Seniority shall be defined as continuous service with the Village of Amityville; breaks of service of less than one (1) year shall not constitute a break in service. Seniority shall be the determining factor in preference for vacation, leave and the like. Seniority as defined in Civil Service Law, shall be the determining factor in job security. (Lay off situation)

ARTICLE 10 - FRINGE BENEFITS

Section A. Health Insurance

The employer shall continue the hospitalization and surgical policy presently in effect and available to covered employees.

The Village may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan's benefit structure and provider network are equal to or better than the then current plan. In the event the Village decides to offer an alternative plan in place of the current plan, the Village will meet with representatives of the Union to review the benefit structure of the alternative plan prior to implementing such plan.

Employees hired on or after March 22nd 2004 shall be required to pay ten (10%) percent of the cost of premiums for individual and/or family health insurance coverage, whichever is applicable.

Employees hired on or after February 25, 2008 shall be required to pay fifteen (15%) percent of the cost of premiums for individual and/or family health insurance coverage, whichever is applicable.

The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck; the employee may designate that the deduction be made on a pre-tax basis.

Section A2 – Medical Insurance Buy-Out:

An employee who is eligible for medical insurance coverage made available through the Village may receive a buy-out in lieu of receiving medical insurance and prescription drug benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. In the event an employee is married to another employee of the Village who is eligible for medical insurance, they must either enroll in two individual plans or one family plan and will not be eligible for this buy-out.

Employees who elect the buy-out shall receive payment in an amount equal to forty (40%) percent of the Village's premium contribution for individual coverage for the particular time period of the buy-out. For example, if the Village is contributing 85% of a \$600 monthly premium for individual coverage, the amount of the buy-out would be 40% of \$510 or \$204. The buy-out is subject to applicable taxes.

Payment of the buy-out will be made to the employee quarterly in a separate paycheck for each period the employee is eligible for the buy-out.

In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Village. Coverage will begin as per the Plan policy provided the employee meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan under the re-enrollment terms of the plan.

Section A3 Retiree Medical Insurance

The Village offers medical insurance and prescription drug coverage to eligible full-time employees who retire from the Village and will pay the premium of the insurance as follows:

For an eligible retiree hired before March 22, 2004 with at least ten years of service, the Village will pay one hundred (100%) percent of the premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

For an eligible retiree hired between March 22, 2004 and February 24, 2008 with at least twenty years of service, the Village will pay ninety (90%) percent of the premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

For an eligible retiree hired on or after February 25, 2008 with at least twenty years of service the Village will pay eighty five (85%) percent of the premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

Section B. Retirement

The Village shall continue to offer to employees who are eligible, retirement and death benefits under the Employees' Retirement System which will be governed in part by the applicable sections of the New York State Retirement and Social Security Law and any other applicable statutes, rules and/or regulations pertaining to such benefits, including but not limited to rules pertaining to the employee's date of entry into the system. The benefit for employees in tiers 1 and 2 shall be pursuant to Section 75(l).

Section C. Dental Insurance

The employer shall continue to cover all employees with dental coverage. The employer has agreed to make available to employees covered by this agreement the CSEA-EBF sponsored dental plan "Horizon-Composite."

Section D. Optical Insurance

The employer agrees to provide to full-time employees the CSEA-EBF Platinum - 12 Composite optical insurance plan.

ARTICLE 11 - GRIEVANCE PROCEDURE AND ADVISORY ARBITRATION

Section A. Any grievances or disputes arising out of or concerning the interpretation or application of the terms of this agreement, shall be subject to the grievance procedure and advisory arbitration.

Section B. Any grievance or dispute must be presented within thirty (30) days of the incident complained about or from the date the incident should have been known to the grievant or deemed waived.

Section C. The grievance procedure shall be as follows:

1. The covered employee and/or Association shall submit the grievance in writing to the superintendent of the Highway Department. The superintendent shall, in writing, respond to the grievance in five (5) working days. If such response is not satisfactory, the Grievant or Association, will in writing, advise the Board of Trustees of the grievance and dissatisfaction with the response to the Superintendent of the Public Works within ten (10) working days. Failure to proceed to the next step within the time allotted will bar further processing of the grievance.
2. The Board of Trustees shall have thirty (30) working days to respond, in writing, to the Grievant or Association. If such response is not satisfactory, the Grievant or Association may invoke advisory arbitration.
3. The parties may agree upon an advisory arbitrator or have such arbitrator appointed by the New York State Public Employment Relations Board. The decision of the arbitrator shall be advisory by nature; however, such decision shall be considered and weighed by the parties.

Section D. Any aspect of the grievance procedure may be waived by mutual agreement of the parties.

ARTICLE 12 - SAFETY PROVISIONS

The employer is vitally concerned with the health and safety of its employees. Accordingly, it will make every effort to have its employees work in a safe environment. It will, at a minimum, conform with all health and safety regulations as set forth in Local, State or Federal law, including but not limited to Occupational Safety and Health Act. All equipment shall be maintained in safe operating condition.

The Village will provide training on Bio-Hazard work. Whenever an employee covered by this agreement is authorized to report to work to perform Bio-Hazard duty, and the hours worked are not contiguous with the normal work day, the employee shall be entitled to a minimum of five (5) hours pay at time and one-half (1 ½) the regular rate of pay.

ARTICLE 13 - MISCELLANEOUS

Section A. Job openings, examination notices and other information shall be posted in the Public Works garage bulletin board for the convenience of and review by covered employees. Union notices may be posted on this bulletin Board.

Section B. The employer shall supply pullover boots to covered employees. All employees shall receive: shirts, pants, a jacket, and foul weather gear on an as needed basis provided that the Village Administrator or her/his designee shall have the sole discretion to determine whether such items are needed by the employee. The employer will continue the present practice of permitting the employee to purchase work boots and to obtain reimbursement from the Village for same provided the cost to the Village shall not exceed one hundred (\$100) dollars, and that such boots shall be steel toed and in all other respects approved as acceptable by the Village Clerk. In the event that the Village Clerk finds such boots to be unacceptable, there will not be any reimbursement to the employees for same. Furthermore, all DPW employee work boots must be the same color as those worn by the other Village DPW employees.

Section C. The employer shall provide all major tools to covered employees.

Section D. The employer agrees through payroll deduction, to remit dues and/or agency fees, insurance premiums and any other voluntary deductions requested by employees covered by this agreement.

Section E. All employees who have successfully completed a probationary period of twenty-six (26) weeks shall be afforded the protection of Section 75 of the Civil Service Law.

Section F. The employer shall offer "Tuition Reimbursement" in accordance with Village Policy Number Six (6). (See attached.)

Section G. One copy of this agreement shall be supplied by the Employer to each employee who so requests.

ARTICLE 14 - TERMS OF AGREEMENT

The terms of this agreement shall become effective from June 1, 2007 through and including May 31, 2011.

ARTICLE 15 - PUBLIC ASSISTANCE GRANT RECIPIENTS

The parties agree that the Village shall be permitted to retain and assign public assistance grant Recipients (hereinafter referred to as "Recipients") to perform DPW work within the Village provided, as follows:

Prior to the assignment of the aforementioned Recipients, the Village shall provide the Association with the names, work location and wages for same. The retaining and/or assignment of such recipients shall not result in the reduction or loss of employment, hours, wages, benefits or rights and shall not infringe upon the promotional, hiring and/or rehiring opportunities (if any) of any current unit member. Furthermore, the unit's agreement to the retaining and/or assignment of such recipients shall not constitute a waiver of its claim of exclusivity of the work performed by such recipients. It is further agreed, however, that the assignment of work to such recipients pursuant to these provisions, shall not become the subject of any grievance, complaint, or other proceeding of any kind commenced by the union.

ARTICLE 16 - WORKER'S COMPENSATION

Employees who suffer injuries on the job are required to provide written notice of the details of the accident and/or incident causing the injuries, the date, time and location of such accident and/or incident; and a description of the injuries sustained, within twenty four (24) hours, on a form to be provided by the Village. A failure to follow the requirements of this provision shall constitute grounds for disciplinary action against the employee involved.

ARTICLE 17- TRANSITIONAL DUTY

The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Village and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the Department Head may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. Transitional Duty assignment may be at the request of the employee. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

Eligibility: The employee must be classified as partially disabled at fifty percent or less and the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of

the job the employee held when injured. These medical findings will normally occur as a result of an examination by the employee's physician; any disputes will be submitted to a State Insurance Fund consulting physician. The Village will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location than the employee's regular position.

Wages: While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Village may require a medical examination ordered by the Village as a condition of allowing the employee to return to full duties.

Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, or refuses to submit to a medical examination ordered and paid by the Village, the matter will be referred to the Workers' Compensation insurance carrier for a benefit determination.

ARTICLE 18 – SAVINGS CLAUSE

Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

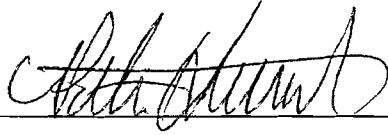
Upon the issuance of such decision, the Village and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of affecting the purpose of the provisions, portions or applications.

Article 19 – NOTIFICATION OF CURRENT UNION OFFICERS

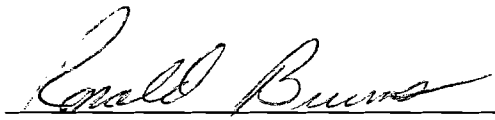
The Union President is required to notify the Village Administrator in writing of any changes in Union officers within a reasonable period of time of the change.

Article 20 – Employees receiving the medical insurance buy out as of February 25, 2008 shall continue to receive the same level percentage of the insurance premium subsequent to the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 25th day
of February 2008



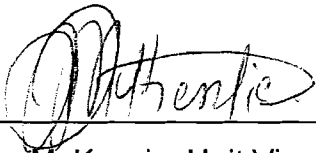
Peter T. Imbert, Mayor



Ronald Burns, Unit President



Heidi Horn, Labor Relations Specialist, CSEA



Peter McKenzie, Unit Vice President

Schedule C																
6/1/09-5/31/10	6 Mos.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Custodian	11.44	12.47	12.80	13.14	13.48	13.81	14.15	14.51	14.81	15.17	15.56	15.95	16.36	16.76	17.18	17.60
Laborer	15.15	18.64	19.08	19.54	19.98	20.45	20.89	21.39	21.81	22.25	22.74	23.25	23.76	24.29	24.81	25.37
AEO	17.44	21.09	21.59	22.13	22.68	23.19	23.71	24.20	24.75	25.29	25.82	26.36	26.96	27.58	28.21	28.86
Maintenance I	18.57	22.32	22.86	23.44	23.99	24.56	25.10	25.66	26.22	26.78	27.35	27.92	28.56	29.21	29.89	30.57
Maintenance II	19.12	22.92	23.49	24.08	24.66	25.24	25.79	26.38	26.96	27.54	28.12	28.72	29.37	30.06	30.74	31.45
HEO	19.67	23.52	24.12	24.72	25.32	25.93	26.49	27.10	27.69	28.29	28.90	29.52	30.19	30.89	31.60	32.32
Auto Mechanic	20.81	24.75	25.39	26.00	26.66	27.27	27.92	28.55	29.19	29.80	30.42	31.03	31.75	32.49	33.23	33.99
Foreman	21.96	26.00	26.66	27.32	27.96	28.63	29.33	29.99	30.65	31.29	31.96	32.63	33.39	34.15	34.94	35.75
Schedule D																
6/1/10-5/31/11	6 Mos.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Custodian	11.90	12.97	13.31	13.66	14.01	14.37	14.72	15.09	15.41	15.78	16.18	16.59	17.01	17.43	17.86	18.31
Laborer	15.76	19.38	19.84	20.32	20.78	21.27	21.72	22.25	22.68	23.14	23.65	24.18	24.71	25.26	25.81	26.38
AEO	18.13	21.93	22.45	23.01	23.58	24.12	24.66	25.16	25.74	26.30	26.85	27.41	28.04	28.68	29.34	30.02
Maintenance I	19.31	23.21	23.77	24.38	24.95	25.54	26.10	26.68	27.27	27.85	28.44	29.04	29.70	30.38	31.08	31.80
Maintenance II	19.89	23.84	24.43	25.05	25.64	26.25	26.82	27.43	28.04	28.64	29.25	29.87	30.55	31.26	31.97	32.71
HEO	20.46	24.46	25.08	25.71	26.33	26.97	27.55	28.18	28.80	29.42	30.05	30.70	31.40	32.12	32.86	33.61
Auto Mechanic	21.64	25.74	26.40	27.04	27.73	28.36	29.04	29.69	30.36	30.99	31.63	32.28	33.03	33.79	34.56	35.35
Foreman	22.84	27.04	27.73	28.42	29.08	29.77	30.50	31.19	31.88	32.55	33.24	33.94	34.72	35.52	36.34	37.18

MEMORANDUM

Date: July 23, 2008
 To: Ron Burns
 Miquelangel Crug
 From: Carol Lagano
 Subject: Memorandum of Agreement

This document will serve as a supplement to the current Agreement by and between the Village of Amityville and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, DPW Unit.

The parties agree to add the following position to the current Agreement:

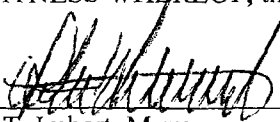
Custodian II

A covered employee in this position shall work a forty (40) hour work week. The normal work schedule shall consist of four (4) days (Monday thru Thursday), eight and one quarter hours per day and one (1) day (Friday) seven hours per day. The normal work day shall be from 2:00 p.m. to 11:00 p.m. (Monday through Thursday) and 2:00 p.m. to 9:45 p.m. (Friday) with a forty-five minute dinner break each day. Time clocks may be used by the employer to substantiate work time. Overtime will be paid for hours worked in excess of the defined work day, except as otherwise provided in this Agreement. In the case of absence due to illness the employee shall notify the Supervisor of such absence no later than 12:00 noon. During the first three months the employee works the above defined hours, the village has the right to modify the normal work day hours if it deems necessary. After the three month period, the village has the right to modify the normal work day hours upon negotiation with CSEA. The three month period commences from the date the employee is assigned to work in the new municipal building.


The salary schedule for Custodian II is as follows:

Schedule A															
6/1/07-5/31/08	6 Mos.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Custodian II	14.01	17.23	17.64	18.06	18.47	18.91	19.31	19.78	20.17	20.57	21.03	21.50	21.96	22.45	22.94
Schedule B															
6/1/08-5/31/09	6 Mos.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Custodian II	14.57	17.92	18.34	18.79	19.21	19.66	20.09	20.57	20.97	21.39	21.87	22.36	22.84	23.35	23.86
Schedule C															
6/1/09-5/31/10	6 Mos.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Custodian II	15.15	18.64	19.08	19.54	19.98	20.45	20.89	21.39	21.81	22.25	22.74	23.25	23.76	24.29	24.81
Schedule D															
6/1/10-5/31/11	6 Mos.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Custodian II	15.76	19.38	19.84	20.32	20.78	21.27	21.72	22.25	22.68	23.14	23.65	24.18	24.71	25.26	25.81

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20th day of October, 2008.



Peter T. Imbert, Mayor



Ronald Burns, Unit President



Miguelangel F. Cruz, Labor Relations Specialist CSEA