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#### **Contract Database Metadata Elements**

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Union: **Town of Mount Pleasant Blue Collar Unit II, CSEA, AFSCME, AFL-CIO**

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BCI/8260

# AGREEMENT

by and between the

**TOWN OF MOUNT PLEASANT**

and

**CSEA Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

AUG 04 2009

ADMINISTRATION

Since 1910



**New York's LEADING Union**

Town of Mount Pleasant Blue Collar Unit II  
Westchester County Local 860

**January 1, 2006 - December 31, 2008**

STIPULATION of Agreement  
1/1/09 - 12/31/10



28

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AGREEMENT made this 7<sup>th</sup> day of September, 2006.

by and between the Town of Mount Pleasant (hereinafter referred to as the "Town") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the CSEA UNIT II - Blue Collar Unit of the Town of Mount Pleasant (hereinafter referred to as "CSEA Unit II").

## **ARTICLE I**

### **RECOGNITION**

#### **SECTION 1**

The Town, pursuant to Section 207 of Article 14 of the Civil Service Law, hereby recognizes the C.S.E.A., Local 1000, AFSCME, AFL-CIO, for The Town of Mount Pleasant Unit II (Blue Collar Unit) as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for all employees in the Town including the Police Dispatcher but excluding Department Heads, Deputies, Police & Highway personnel, and employees of CSEA Unit I - White Collar Unit.

#### **SECTION 2**

The Town and C.S.E.A. Unit II agree pursuant to Section 208 of the Civil Service Law, that C.S.E.A. Unit II shall have unchallenged representation status for the maximum period permitted by law.

#### **SECTION 3**

The Town agrees, upon representation to it of a dues deduction authorization signed by an employee within the bargaining unit, to make a deduction from the wages of such employee of an amount equal to the dues of the C.S.E.A. Unit II. The Town shall remit all such dues to the C.S.E.A. Unit II monthly with a list of the employees from whose wages such deductions are made. A dues deduction authorization may be revoked at any time by written notice from the employee to the Town, but upon such revocation, a deduction pursuant to 1.4 of this Article shall be made from said employee's wages.

Upon request, the Town shall also make deductions for PEOPLE i.e., Public Employees Organized to Promote Legislative Equality, contributions, in an amount as provided for in written authorization by the employee.

#### **SECTION 4**

All employees included in the bargaining unit who are not members of the C.S.E.A. Unit II shall be required to pay to the C.S.E.A. Unit II an Agency Shop Fee, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a member of the Union. The Town will make deductions from the wages of said employees and transmit them in the same manner as specified in 1.3 of this Article as an Agency Shop Fee deduction.

Parks Department employees only who obtain New York State DEC Pesticide Applicator licenses in categories designated by the Superintendent of Recreation and Parks, as necessary to the operation of the Town's parks, shall be paid an annual stipend as follows:

One (1) Category: \$500; or  
Two (2) or Three (3) Categories: \$1,000; or  
Four (4) or More Categories: \$1,500.

The Superintendent of Recreation and Parks may change the list of acceptable categories at his/her discretion from time to time or any time. If a category is removed from the list, it may only be used by the employee to qualify for the stipend until the end of the calendar year in which the category is removed at which time the employee must gain an additional category certification or lose the stipend. This paragraph regarding eligibility for a Pesticide Applicator License Stipend shall expire effective December 31, 2008

Unit employees in any department who obtain a Commercial Driver's License with air brake and tanker endorsements shall be paid an annual stipend of \$500.

Such stipends are non-cumulative and shall be added to the employee's annual salary. An employee obtaining a new license will receive the pro-rated portion of that annual stipend for the portion of the year following date the employee provides a copy of the new license to the Town Supervisor.

#### **SECTION 4 - SALARY STEPS**

The Town agrees to advance employees one (1) step on the salary schedule, if eligible based upon satisfactory reports submitted by the department head. Unsatisfactory report in any year deletes that year from five (5) year compliance by the Town. The grievance procedure shall be applicable to the evaluation of an employee.

Employees shall receive their increments as may be due on January 1st of each year.

#### **SECTION 5 - LONGEVITY**

Longevity payments will be paid to all employees who qualify and will be incorporated and become part of the employee's annual salary and paid accordingly. Payment shall commence on the anniversary date of qualifying employment according to the following schedule:

- A. Upon completion of 10 years of employment - \$ 400.00 (four hundred dollars)
- B. Upon completion of 15 years of employment - \$ 600.00 (six hundred dollars)
- C. Upon completion of 20 years of employment - \$ 900.00 (nine hundred dollars)
- D. Upon completion of 25 years of employment - \$1,300.00 (one thousand and three hundred dollars)

#### **Longevity shall be non-cumulative**

Longevity time accumulation can only be credited while actively at work.

**ARTICLE V**

**RETIREMENT**

The Town will pay for each employee's participation in the Non-Contributory Improved "20 Year Career Plan" Section 75I of the New York State Retirement System.

**ARTICLE VI**

**HEALTH, DENTAL AND OPTICAL INSURANCE**

**SECTION 1**

The Town will provide fully paid hospitalization (Statewide Option) for employees hired prior to August 1, 1991 and their dependents under the New York State Government Empire Plan plus enhancements.

**SECTION 2**

The Town will provide fully paid health insurance for retirees hired prior to August 1, 1991 and dependents.

**SECTION 3**

With respect to all employees hired on or after August 1, 1991, the Town shall pay seventy-five (75%) of the annual cost of the plan provided to the employee, and such payment shall continue upon retirement of the employee.

In the event the Town pays more than 75% of the annual cost of the health and hospitalization plan for non-bargaining unit management employees initially appointed or hired on or after August 1, 1991, the Town shall make the same percentage payment for unit employees hired after such date. This paragraph shall not apply to employees whose employment with the Town began prior to August 1, 1991.

**SECTION 4**

- (A). The Town will provide the CSEA, Employee Benefit Fund Family Dental Insurance "Horizon Plan" with total contributions by the Town.
- (B). Effective January 1, 2007, the Town will provide the CSEA Employee Benefit Fund Family Dental Insurance "Equinox Plan" with a total contribution by the Town.

**SECTION 5**

- (A). The Town agrees to contribute the full cost of the CSEA Family Optical Plan.
- (B). Effective January 1, 2007, the Town will provide the CSEA Employee Benefit Fund Optical "Gold Plan" with a total contribution by the Town.

Employees who are absent from work for an accumulated period exceeding four months in any year shall be entitled to one-half of scheduled vacation either in that year or in following year, if vacation has been taken before absence from work occurs.

- E. The vacation schedule for each department shall be posted in that department.
- F. Vacation shall be scheduled in advance and shall be taken at the scheduled time except when a different time is approved by the Department Head. If by October 1 of the year, there is an employee who has not taken his or her vacation at the scheduled time, the situation will be reviewed by the Department Head and the employee's vacation shall be scheduled during the last quarter. In the event during the last quarter of the year the Town requests the employee to work so as to prevent the employee from taking his or her vacation, the employee shall be allowed to carry over up to two (2) weeks of the unused vacation into the next calendar year.

### **SECTION 3 - SICK LEAVE**

#### **A. DEFINITION**

- a. Days shall mean workdays not calendar days.
  - b. Sick Leave Reserve shall mean days credited to each employee as of January 1, 1981.
  - c. Accumulated Sick Leave Bank shall mean days credited to each employee at the rate of one (1) day per month of active employment after January 1, 1981. Days shall be credited on the first day of the month.
  - d. Extended Sick Leave shall mean days absent from active work, which exceed monthly credited accumulated sick leave bank.
  - e. Conversion Day shall mean only days accumulated after January 1, 1981.
  - f. Supplementary Pay shall mean payments provided by the Town above the statutory payments made under Workers' Compensation and N.Y.S. Disability laws to insure employees the continuation of full weekly payment.
- B. It is the purpose of this plan that the Town will obtain insurance coverage for Workers' Compensation statutory sickness disability benefits for employees subject to this section and in addition, will make supplemental pay benefits as hereinafter set forth. It is not intended that said employee will in any way lose or forfeit any other rights, privileges or benefits for other than sickness disability as is defined under the provisions of the sickness disability section of the Workers' Compensation Law.
- C. Employees agree to comply with the provisions of the Workers' Compensation Law as defined in Section 200 and 242 of the Workers' Compensation Law and in addition to submit, upon request, to medical examinations as may be requested by the Town for determination of benefits herein described. Refusal to submit to medical examination as defined under the Workers' Compensation Law shall be subject to the penalties and provisions of the Workers' Compensation law. Refusal to submit to medical examination or to provide medical evidence of disability for the supplemental benefits provided by the

Effective January 1, 2006, unused sick leave may be accumulated for sick leave usage up to the maximum of two hundred and forty (240) days. However, upon the employees retirement up to the maximum of one hundred eighty (180) days of unused sick leave will be converted for compensation in accordance with Paragraph N, Conversion of Unused Sick Leave Bank as found in Article VII Attendance and Leave.

#### N. Conversion of Unused Sick Leave Bank

Upon the employee's retirement up to the maximum of one hundred and eighty (180) sick leave days will be converted as follows:

1. First 60 days or part thereof are converted at 1/4 value (60 days equal to 3 weeks pay).
2. Next 60 days or part thereof are converted at 1/3 value (60 days equal to 4 weeks pay).
3. Last 60 days or part thereof are converted at 1/2 value (60 days equal to 6 weeks pay).

Payment of this conversion shall be remitted in a lump sum in addition to previously granted pre-retirement lump sum payment as identified in personnel sick plan annual statement issued during the month of January.

#### O. Maternity Leave

1. A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able except where physical disability may endanger the employee or constitute a liability in the performance of her duties. The Town shall not be liable for any injury to the employee or child in the event the injury was due to remaining on duty too long into the pregnancy.
2. A pregnant employee upon filing appropriate medical evidence, that she is unable to perform the duties of her position due to this pregnancy, shall be permitted to use, in addition to N.Y.S. Disability benefits granted, any credited or accumulated sick leave days, vacation days credit, personal leave and compensatory time credit. Option of employees not to use credited leave, sick leave bank, vacation days credit or personal leave days will limit compensation for maternity leave to weekly amount established by New York State Disability Law.
3. While on maternity leave, the employee may continue to use any or all leave she has theretofore accumulated.
4. An employee may be granted a leave of absence without pay to a maximum of two years, provided such leave shall not exceed the amount permitted under Civil Service Law.



W. Sick leave charge

An employee actively at work for a minimum of 3-1/2 hours in any day shall not be charged with sick leave in the event of becoming ill during that day.

X. Sick leave incentive

Members shall be entitled to additional pay, paid as soon as possible after January 1st, but no later than April 1<sup>st</sup> following the calendar year in which earned according to the following schedule:

<u>Pay Sick Leave Days Used</u>	<u>Pay Entitlement</u>
6 and over	0
4 or 5	1 day
3	2 days
0, 1, or 2	3 days

Days of absence due to Worker's Compensation Leave are considered to be sick leave day(s) used for the purpose of employee ineligibility for this incentive.

**SECTION 4 - USE OF PERSONAL LEAVE**

Employees will be allowed three (3) personal leave days per year with prior approval of Department Head.

All unused personal leave shall be forwarded to sick leave **accruals** at the end of each fiscal year.

**SECTION 5 - BEREAVEMENT LEAVE**

- A. Employees will be granted up to three (3) days off with pay in event of a death in their immediate family. Immediate family includes parents, spouse, children, brothers and sisters, mother-in-law or father-in-law, grandfather and grandmother or other relative living with the employee.
- B. When there are unusual circumstances, where the religious practices of the employee or the responsibility of the employee to the deceased require it, an employee may, upon approval of Department Head, utilize additional days set forth in Article 7, Section 3.J.
- C. Employees will be granted one (1) day off with pay for members of their intermediate family. Intermediate family includes brother and sister-in-law, daughter and son-in-law.

### **SECTION 3 - EXCEPTIONS**

Employees assigned to work at the Pocantico Water Pump Station on Saturdays and Sundays shall have two (2) days off with pay on Monday and Tuesday following the weekend worked.

### **SECTION 4 - HOLIDAYS**

Any employee who works on a scheduled holiday shall be paid at the rate of double time the employee's rate of pay for all time worked, in addition to ordinary pay.

### **SECTION 5**

Compensatory time must be used during the month in which it was accumulated unless permission is granted by Department Head and Supervisor for deviation due to work load.

### **SECTION 6**

Emergency overtime may be authorized by the Department Head and notification shall be given to Supervisor and Comptroller immediately following emergency.

### **SECTION 7**

No employee will be granted compensatory time unless requested to work by Department Head who shall obtain prior approval from Town Board and/or Supervisor.

### **SECTION 8**

Compensatory time usage other than above shall be used as hereto before practiced.

## **ARTICLE X**

### **EMPLOYEE DEVELOPMENT AND TRAINING**

The Town agrees to pay the employee's tuition costs for job-related studies approved by the Town Board in accordance with Board's resolution on limitation of payments, upon successful completion of the studies.

Participation on the confined space and rescue team, including training therefore, is a required function of Water/Sewer and Parks employees and job titles.

## **ARTICLE XI**

### **SENIORITY**

Seniority shall be the determining factor in vacation preferences, and shall be a consideration in job advancement.

## **ARTICLE XII**

### **UNIFORMS**

**WORK SHOES** - Employees shall be entitled to the purchase of work boots. Boots shall conform to normal standards of safety as approved by the Department Head. Employees shall submit receipts for reimbursement not to exceed two-hundred dollars (\$200.00) in any calendar year.

## ARTICLE XVI

### POSTING OF POSITIONS

The Town shall post announcements of all vacancies in all class positions at least fifteen (15) calendar days prior to the date they are to be filled, stating minimum qualifications required and the number of vacancies.

## ARTICLE XVII

### TERMINATION OF EMPLOYMENT

At the time of resignation, **retirement or layoff and excluding termination for cause**, an employee shall be compensated in cash for all salary, overtime and vacation credits earned, accrued and unused as of the effective date of the termination.

## ARTICLE XVIII

### OUT-OF-TITLE PAY

An employee who is required by the Town to assume the full responsibilities of a job in a higher classification for more than ten (10) consecutive work days shall be paid the rate of pay for the higher classification retroactive to the first day worked.

## ARTICLE XIX

### GRIEVANCES

#### **SECTION 1**

Any employee has the right to and may talk to their supervisor about any question or problem that may arise. If a difference arises concerning the interpretation or application of the terms of this agreement, it shall be resolved in accordance with the following procedure:

A grievance by an employee must be presented in writing to his/her Department Head within twenty (20) working days of the occurrence of the alleged grievance.

Step 1. Grievance of an employee shall first be discussed with the Department Head and the Union representative in the department involved. If the grievance is not settled within five (5) working days after presentation, it may be taken to the second step.

Step 2. If not settled at the first step, the grievance may be presented to the Department Head and Town Supervisor by the employee and the Union representative in the department involved. If presented, the grievance must be presented in writing. If the grievance is not settled within ten (10) working days after presentation at this step, it may be taken to Step 3.

Step 3. If not settled at the second step, the grievance may be presented to a meeting of the Department Head, Town Supervisor, Town Board, the employee, the Union representative of the department involved, and such other representatives as the Union and Town may choose to have present. If the grievance is not settled within ten (10) days of the presentation at this step, it may, provided the matter involves the application or interpretation of the terms of this agreement, be submitted to arbitration, as provided in Article XX.

## **ARTICLE XXII**

### **PREVIOUS PRACTICE**

All employees will continue during the term of this agreement any privileges, benefits, emoluments or immunities, which were in existence prior to the date of execution of this agreement.

## **ARTICLE XXIII**

### **LEGISLATIVE APPROVAL AS MANDATED BY LAW**

“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”.

## **ARTICLE XXIV**

### **MANAGEMENT OF THE TOWN**

It is recognized that the Town, as the public employer, reserves unto itself all rights not specifically granted to the Union under the Public Employees' Fair Employment Act or this Agreement. Such rights include, but are not limited to, the control of the Town's properties and the maintenance of order and efficiency; selection and direction of the working forces; to hire, suspend or discharge for cause; to make reasonable binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work; to decide on the number and location of stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; except as they may be otherwise specifically limited in this Agreement to make reasonable and binding rules which shall not be inconsistent with this Agreement. Nothing herein shall be deemed to negate or detract from any rights the employees have or shall in the future have under applicable state or federal laws.

## **ARTICLE XXV**

### **PRODUCTIVITY**

Assuring the citizens of the community that they are receiving the best services for their tax dollars is of critical interest to both the Town and the Union. The Union recognizes that the establishment of productivity improvements is the right and obligation of the Town. Also, employees are encouraged to suggest to their superiors improvements and economics in equipment and systems for consideration and evaluation. Failure to perform an honest day's work is recognized as a cause for discipline.

IN WITNESS WHEREOF, the parties her  
to have executed this Agreement as of the day and year first above written.

TOWN OF MOUNT PLEASANT

CIVIL SERVICE EMPLOYEES'  
ASSOCIATION, INC., LOCAL 1000,  
AFSCME, AFL-CIO FOR THE CSEA  
UNIT II - BLUE COLLAR UNIT TOWN  
OF MOUNT PLEASANT

BY: Robert S. Meehan  
SUPERVISOR

BY: [Signature]  
PRESIDENT

BY: [Signature]  
LABOR RELATIONS SPECIALIST

DATED: June 26, 2008

TOWN OF MOUNT PLESANT

EXHIBIT B  
CSEA UNIT II BLUE COLLAR GROUP RANGES

GROUP	STEP	3.75% 2006	3.75% 2007	3.75% 2008
I	1	48,464	50,282	52,167
	2	51,497	53,428	55,431
	3	54,524	56,568	58,690
	4	57,554	59,713	61,952
	5	60,588	62,860	65,217
II	1	45,006	46,694	48,445
	2	47,821	49,615	51,475
	3	50,633	52,532	54,502
	4	53,446	55,450	57,529
	5	56,256	58,366	60,555
III	1	41,358	42,909	44,518
	2	43,871	45,517	47,224
	3	46,388	48,128	49,933
	4	48,903	50,737	52,639
	5	51,415	53,343	55,343
IV	1	37,706	39,120	40,587
	2	39,920	41,416	42,970
	3	42,140	43,721	45,360
	4	44,355	46,018	47,744
	5	46,571	48,317	50,129
V	1		38,542	39,987
	2		41,165	42,709
	3		41,801	43,369
	4		43,332	44,957
	5		45,058	46,748

STIPULATION OF AGREEMENT THIS 9<sup>th</sup> day of December, 2008 by and between the Negotiating Committees for the TOWN OF MOUNT PLEASANT (the "Town") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO, TOWN OF MOUNT PLEASANT UNIT II (BLUE COLLAR);

WHEREAS, the parties have engaged in negotiations in good faith and in an effort to arrive at a successor agreement to a contract that will expire by its terms on December 31, 2008 and;

WHEREAS, the Negotiating Committees have arrived at a tentative agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby Stipulate and Agree as follows:

A. The provisions of this Stipulation are subject to ratification by the membership of the CSEA Town of Mount Pleasant Unit II (Blue Collar) and the approval of the Town Board.

B. The respective Negotiating Committees agree to recommend the Memorandum of Agreement the terms of which were agreed to at a meeting on December 3, 2008 (*See attached*) for ratification and/or approval.

C. A copy of this original document has been furnished to the representative(s) of the Town of Mount Pleasant and the CSEA.

D. All proposals not covered herein, made by either party during the course of negotiations shall be withdrawn.

E. The provisions of the prior Agreement shall be extended from January 1, 2009 through December 31, 2010, except as modified in the attached Memorandum of Agreement the terms of which were agreed to on December 3, 2008.

F. Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated agreement.

G. Unless otherwise noted, all changes shall be prospective from the signing of the new Agreement.

\*\*\*\*\*

FOR THE UNION:

A. No  
Carroll  
B. Reed  
Spina Teyu  
December 9, 2008

FOR THE TOWN:

Robert Meehan  
J. R. Stoly



1. **Article XXIX - Term of the Agreement - Page 18:**  
**(Duration of contract)**

Two (2) year term: January 1, 2009 through December 31, 2010  
Year 1: January 1, 2009 through December 31, 2009  
Year 2: January 1, 2010 through December 31, 2010

2. **Article II - Compensation - Section 2 - Salary Schedules - Page 2:**  
**(Yearly salary percentage increases)**

**Salary Schedules**

**Year 1:** Effective January 1, 2009, the annual contractual salary schedule increase including the same increase to contractual salary steps as found in Appendix B shall be three and three-quarters percent (3.75 %).

**Year 2:** Effective January 1, 2010, the annual contractual salary schedule increase including the same increase to contractual salary steps as found in Appendix B shall be three and three-quarters percent (3.75 %).

3. **Article II - Compensation - Section 3 - Work License Stipend – Page 3:**  
**(Annual Pesticide License Stipend)**

Effective January 1, 2009 the Pesticide Applicator License Stipend (as found below) shall expire effective December 31, 2010:

One (1) Category: \$500; or  
Two (2) or Three (3) Categories: \$1,000; or  
Four (4) or More Categories: \$1,500.

4. **Article VII - Attendance and Leave - Section 1- Holiday Observance – Page 6: (Lincoln's Birthday/Floating Holiday)**

Effective January 1, 2009, and thereafter, eliminate Lincoln's Birthday as a holiday and replace with an annual floating holiday.

Add the annual "Floating Holiday" to the list of holidays as found in Article VII, Attendance and Leave, Section 1 - Holiday Observance, page 6. Specify that the annual floating holiday must

be taken within the given calendar year. Thus, the annual floating holiday cannot be carried over from year to year.

5. **Article VII - Holiday Observance - Section 1 - Page 6:**

Washington's Birthday. Instead of Washington's Birthday (which shall be deleted), President's Day shall be observed as a holiday and added to the list of holidays as found in the Article VII of the collective bargaining agreement, Holiday Observance, page 6. President's Day shall be observed on the day designated in accordance with the annual "Roman Calendar."

6. **Article II - Compensation - Section 5 - Longevity - Page 3:**

A. Effective January 1, 2009, longevity payments shall be increased by one hundred (\$100.00) dollars for each of the below listed categories and be as follows:

- a. Upon completion of 10 years of employment: \$500.00 (Five Hundred Dollars)
- b. Upon completion of 15 years of employment: \$700.00 (Seven Hundred Dollars)
- c. Upon completion of 20 years of employment: \$1,000.00 (One Thousand Dollars)
- d. Upon completion of 25 years of employment: \$1,400.00 (One Thousand Four-Hundred Dollars)

B. Effective January 10, 2010, longevity payments shall be increased by one hundred (\$100.00) dollars for each of the below listed categories and be as follows:

- a. Upon the completion of 10 years of employment: \$600.00 (Six Hundred Dollars)
- b. Upon the completion of 15 years of employment: \$800.00 (Eight Hundred Dollars)
- c. Upon the completion of 20 years of employment: \$1,100.00 (One Thousand One Hundred Dollars)
- d. Upon the completion of 25 years of employment: \$1,500.00 (One Thousand Five Hundred Dollars)

Longevity shall continue to be non-cumulative.

7. **Article VIII - Workday/Work Week - Section 2 - Page 12:**  
**(Department of Parks Work Hours Pilot Program)**

The parties agree to the continuation of the Pilot Program of hours of work for the Department of Parks being from 7:00 a.m. to 3:30 p.m. through December 31, 2010. With notification from the Town to the CSEA representative and the CSEA Negotiation Committee, the parties shall meet to discuss the continuance of said program.

If the parties do not agree in writing to the continuation of the Pilot Program by December 31, 2010, the work hours shall revert to 7:30 a.m. to 4:00 p.m., effective January 1, 2011.

8. **Article II – Compensation – Section 6 - Recall and Standby Compensation - Page 4:**

Add to the existing CBA language the following:

“An employee shall not be entitled to the minimum guaranteed payment under this Section when he/she is directed to report to work less than four (4) hours prior to the regular start time of his/her work day, but he/she shall be paid for the actual time worked until the start of his/her workday at the appropriate overtime rate.”

(For example, if the regular work day commences at 8:00 a.m. and the recall occurs during the time period of 4:00 a.m. through and including 7:59 a.m., the employee who reports to work during said time would be entitled to the appropriate overtime rate but not the minimum of four (4) hours compensation).

9. **Article IX - Overtime – Pages 12-13: (Emergency and non-scheduled work performed on standby time on a Sunday)**

In Article IX – Overtime: add a “new” Section 9 to read as follows:

"Effective January 1, 2009, for all emergency call-outs and/or non-regularly scheduled work performed on a Sunday, excluding regularly scheduled work and stand-by time, an employee shall be compensated at double (2x) time his/her regular rate of pay."

10. **Article VI - Health, Dental and Optical Insurance – Section 4 – Page 5: (Dental)**

Effective January 1, 2009, the Town shall continue to provide the CSEA Employee Benefit Fund Family Dental Insurance “Equinox Plan” with a total contribution by the Town.

11. **Article VI - Health, Dental and Optical Insurance – Section 5 - Page 5: (Optical)**

Effective January 1, 2009, the Town shall continue to provide the CSEA Employee Benefit Fund Optical “Gold Plan” with a total contribution by the Town.

12. **Article XII – Uniforms - Pages 13-14:**

Change the heading Article XII - Uniforms to “ARTICLE XII – UNIFORMS WORK WEAR AND WORK SHOES” and delete in its entirety on page 13 WORK SHOES and delete in its entirety on page 14, UNIFORMS. Replace deleted provisions with the following language:

“Effective January 1, 2009, on an annual basis, an employee shall receive a Uniform/Work Wear and Work Shoes allowance in the amount of Five Hundred (\$500.00) Dollars for the purpose of purchasing uniforms, work shoes and work accessories. Work shoes must conform to normal standards of safety as approved by the Department Head. Employees shall submit receipts for reimbursement for purchase of uniforms/work wear and work shoes. Said annual allowance shall not exceed Five Hundred (\$500.00) Dollars.

If an employee elects to utilize the Town provided uniform service instead of the Uniform/Work Wear Allowance, he/she shall be eligible for one-half (1/2) of the dollar amount of the annual Uniform/Work Wear and Work Shoes Allowance provided in this Section, subject to the same conditions for reimbursement.

13. **Article VIII - Workday/WorkWeek – Page 12:**

To the existing contract provision add a ‘new’ Section 3 to read as follows:

“Effective January 1, 2009, upon the recommendation of a Department Head and with the approval of the Town Supervisor and Town Board, a time recording device can be installed in each of the Town Departments where CSEA Unit II represented employees regularly report to work.”

14. **Article VII – Section 3.X – Sick Leave Incentive – Page 11:**

Amend the schedule to provide as follows:

<u>Sick Leave Days Used</u>	<u>Pay Entitlement</u>
Five (5) Days and over	Zero (0) Days
Four (4) Days	One (1) Day
Two (2) or Three (3) Days	Two (2) Days
Zero (0) or One (1) Day	Three (3) Days

15. **Article VII – Section 3.W – Sick Leave Charge – Page 11:**

Delete provision.

**Housekeeping Issues:**

1. On page 1 of the CBA: change 7th day of September 2006 to 3<sup>rd</sup> day of December 2008.
2. On page 1 of the CBA in Article I - Recognition, Section 1, line five (5) delete the following words: ... "including the Police Dispatchers." (The title of Police Dispatcher is included in the CBA as found in Exhibit "A").
3. On page 2 of the CBA in Article II - Compensation, Section I - Job Classification, delete the following:

"Effective January 1, 2007, the position of Caretaker shall be placed in the CSEA Unit II, job group five (5) of the attached salary schedule." (The title of Caretaker is included in the CBA as found in Exhibit "A").
4. On page 4 of the CBA in Article III - Employee Organization Rights - Section 1 "unbold" the word "**person**".
5. On page 5 of the CBA in Article VI - Health, Dental and Optical Insurance delete paragraph (A), which reads "The Town will provide the CSEA Employee Benefit Fund Dental Insurance "Horizon Plan" with total contributions by the Town."
6. On page 15 of the CBA in Article XVII - Termination of Employment "unbold" the words "**retirement or layoff and excluding termination for cause.**"

**TOWN OF MOUNT PLEasant**

**EXHIBIT B**

**CSEA UNIT II BLUE COLLAR GROUP RANGES**

<b>GROUP</b>	<b>STEP</b>	<b>3.75% 2009</b>	<b>3.75% 2010</b>
<b>I</b>	1	54,124	56,153
	2	57,510	59,667
	3	60,891	63,174
	4	64,275	66,685
	5	67,663	70,200
<b>II</b>	1	50,261	52,146
	2	53,405	55,408
	3	56,545	58,666
	4	59,687	61,925
	5	62,825	65,181
<b>III</b>	1	46,188	47,920
	2	48,994	50,832
	3	51,805	53,748
	4	54,613	56,661
	5	57,418	59,572
<b>IV</b>	1	42,109	43,688
	2	44,581	46,253
	3	47,061	48,826
	4	49,534	51,392
	5	52,009	53,959
<b>V</b>	1	41,487	43,043
	2	44,310	45,972
	3	44,995	46,682
	4	46,643	48,392
	5	48,501	50,319