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AGREEMENT

BY AND BETWEEN THE

TOWN OF CARMEL
AND

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 840, AFSCME, AFL-CIO,
THE CERTIFIED UNION FOR THE TOWN OF CARMEL UNIT

JANUARY 1, 200~~6~~ - DECEMBER 31, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 07 2009

ADMINISTRATION

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ARTICLE I. RECOGNITION

The Town of Carmel ("Town") hereby recognizes the Civil Service Employees Association, Inc., Local 840, AFSCME, AFL-CIO, the certified union for the Town of Carmel Unit ("Union") as the exclusive representative for collective negotiations with respect to the terms and conditions of employment and the processing of grievances of the unit employees, such unchallenged representation status to continue for the maximum period allowed by law, in a unit consisting of the following titles:

- Account Clerk
- Account Clerk/Stenographer
- Account Clerk/Typist
- Account Keeping & Computer Operations Supervisor
- Assistant Court Clerk
- Assistant Civil Engineer
- Assistant Director, Parks and Recreation
- Assessment Assistant
- Building Maintenance Worker
- Civilian Dispatcher
- Cleaner
- Clerk
- Clerk to Town Court
- Clerk to Town Justice
- Director of Codes Enforcement
- Junior Engineer
- Parks Maintenance Supervisor
- Parks Maintenance Worker
- Real Property Appraiser
- Real Property Data Collector
- Receptionist
- Recreation Supervisor
- Senior Clerk
- Senior Real Property Appraiser
- Senior Recreation Leader
- Senior Stenographer
- Senior Typist
- Stenographer
- Town Codes Enforcement Officer
- Typist
- Zoning Inspector

The following titles and positions are excluded from the unit:

Annually Appointed Stipend Positions of Deputy Tax Receiver Appointed Board, Commission and Agency Members Confidential Secretary to the Supervisor & Town Board

Elected Officials
Deputy Town Clerk/Bookkeeper
Deputy Director - Parks and Recreation
Highway Department Employees
Non-Civilian Police Department Employees
Recreation Director
Recycling Employees
Seasonal & Part-Time (less than 20 hours per week) Employees
Town Assessor
Town Attorney

In the event the current title of Cleaner becomes vacant as a result of transfer, resignation or discharge, the Town shall have the right to retain an outside contractor to provide cleaning services for Town buildings and facilities.

In the event new titles are created by the employer, the Union shall be informed within 15 days.

The following positions have been terminated:

- (a) Water and Sewer Maintenance Worker
- (b) Water and Sewer Treatment Plant Operator
- (c) Chief Water Treatment Plant Operator
- (d) Deputy Water and Sewer Plant Superintendent
- (e) CETA Employees
- (f) Administrative Head of Water & Sewer

The Union further recognizes the Town's right to subcontract the work previously performed by employees in these former positions. However, the Town agrees that, if it should choose to reinstate these positions at any time in the future, these positions shall be reincorporated in the bargaining unit covered by the Agreement.

ARTICLE II. STATEMENT OF POLICY AND PURPOSE

- A. It is the policy of the Town and the Union to continue harmonious and cooperative relationships with the employees and to insure the orderly and uninterrupted operation of the Town. This policy is effectuated by the provisions of the Public Employees Fair Employment Act granting public employees the right of organization and collective representation concerning the determination of the terms and conditions of their employment.
- B. The Town and the Union now desire to enter into an Agreement reached through collective negotiations which will have for its purposes, among others, the following:
 - 1. To recognize the legitimate interests of the employees;

2. To promote fair and reasonable working conditions;
 3. To promote individual efficiency and service;
 4. To avoid interruption or interference with efficient operation of the Town;
 5. To provide a basis for the informal adjustment of grievances whenever feasible.
- C. The Town and the Union shall annually appoint, by March 1, two representative each to a Labor Management Committee. This Committee shall meet as needs arise, at a mutually agreeable time, to discuss issues relevant to the administration of the contract and issues of health and safety. Where appropriate, the Committee's recommendations shall be expeditiously forwarded to the Town Board for its consideration.

ARTICLE III. EMPLOYEE ORGANIZATION RIGHTS

- A. Exclusive Negotiations with the Union: The Town will not negotiate or meet with any other employee organization with reference to terms and conditions of employment of Unit employees.
- B. Credit Union and Insurance Deductions
1. An employee may request that a portion of his/her salary be deposited with Putnam Federal Credit Union and/or sent to the Union for Union-authorized insurance policies. The Town will deduct the amount of money specified by the employee and transmit it directly to the credit union and/or the Union.
 2. Employees who wish to participate in these plans, must complete a payroll deduction authorization form. Employees may enroll in these plans at any time during the year. Once an employee enrolls in these plans, he/she may revoke the payroll deduction authorization at any time. The Town will process enrollments and withdrawals within forty-five (45) days after receiving written notification of the enrollment or withdrawal.
- C. Payroll Deductions
1. The Union shall have the right to exclusive payroll deductions of membership dues and no other employee organization shall be afforded such privilege. Town shall remit dues deductions to the Union, 143 Washington Avenue, Albany, New York. Should the amount of the deduction be altered, the Union shall notify the Town in writing.
 2. The Town agrees that, upon presentation of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable, it will make bi-weekly deductions from the wages of such employees in the amounts so designated on the authorization cards as membership, together with a list of employees from whose wages such

deductions have been made, within the ten (10) days after the last day of the month for which deductions were made.

3. The Town agrees to deduct from the wages of those employees to which this Agreement is applicable and who have not executed deduction authorization cards, an amount equivalent to the dues deductions of those employees who are members of the Union and who have executed deduction authorization cards. Such monies shall be forwarded to the Union, as an agency shop fee, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.
- D. Union Business Leave: The CSEA Unit President or his/her designee shall be allowed up to a maximum of two (2) working days per year (Town's fiscal year), with no loss of pay, to conduct Union business which cannot be conducted during non-working hours. Application for the use of such leave must be made to the Town Supervisor at least one (1) week in advance of the requested day off, except when such advance notice is not possible. Such leave will be granted subject to the operational needs of the Town when it is administratively feasible to grant such leave.
 - E. Bulletin Boards: The Town agrees to make available bulletin board space for use by the Union, one to be located in the Town Hall and another in the Recreation Building. Materials shall be limited to matters which deal with Union business and/or notices. No material shall be placed on such bulletin boards which is defamatory, relates to an illegal subject, or is politically oriented. The CSEA Unit President shall consult with the Town Supervisor prior to posting any such notices.
 - F. Meeting Space: The Town may, upon reasonable notice of the need therefore, provide meeting space for the Union in the Town Hall during non-working hours, as long as such a meeting does not conflict with other Town business.
 - G. Employee List: The Town shall furnish the CSEA Unit President with a complete list of the names, seniority, and titles of all Unit employees each year, upon request, with reasonable advance written notice.
 - H. Leave of Absence Information: Upon the request of the employee, the Town shall provide any employee who is going on authorized leave without pay with information regarding continuation of applicable benefit coverages.

ARTICLE IV. WORKDAY AND WORKWEEK - PAYROLL PERIOD – OVERTIME

- A. Workday and Workweek
 1. a. The regular workweek for Town Hall employees shall be: i) second day after Labor Day through Memorial Day – five (5) days per week, Monday through Friday, eight (8) hours per day, 9:00 a.m. to 5:00 p.m., including

one (1) hour for lunch; and ii) day after Memorial Day through day after Labor Day – five (5) days per week, Monday through Friday, eight (8) hours per day 8:00 a.m. to 4:00 p.m., including one (1) hour for lunch.

- b. The Town shall have the right to schedule Civilian Dispatchers to any current forty (40) hour shift or to any newly created forty (40) hour shift within a seven (7) day workweek, including one (1) hour for lunch.
 - c. The regular workweek for Highway employees who are members of the CSEA shall be five (5) days per week, Monday through Friday, eight (8) hours per day 7:30 a.m. to 3:30 p.m., including one (1) hour for lunch.
 - d. The regular workweek for the Police Secretary shall be five (5) days per week, Monday through Friday, eight (8) hours per day 8:00 a.m. to 4:00 p.m., including one (1) hour for lunch.
2. Effective upon the execution of this Agreement, the regular work schedule for Parks and Recreation Department employees shall be based upon a two-week payroll period. During the two-week period, employees shall work eighty (80) hours at straight time, to be scheduled by the Director of the Parks and Recreation Department. After completion of eighty (80) hours of work in the two-week period, an employee shall be entitled to overtime pay.

B. Payroll Period: Employees will be paid on a bi-weekly basis.

C. Overtime

- 1. Employees shall be paid time and one-half their regular hourly rate of pay for all hours worked in excess of the regular workweek. Unless otherwise provided above, employees will be paid double time their regular hourly rate of pay for hours worked on Sunday, only if Sunday is not their regularly scheduled workday or for the seventh (7th) consecutive day of work. The hourly rate for overtime will be computed at 1/40th of the employee's normal weekly earnings. There shall be no pyramiding of overtime.

All bargaining unit personnel shall have the option of receiving payment or compensatory time at the appropriate overtime rate.

- 2. Paid leave time as specified elsewhere in this Agreement shall be considered as time worked for the purpose of computing overtime.
- 3. The Town will use its best efforts to pay overtime in the pay period subsequent to the pay period in which it was earned, as long as the overtime hours worked have been submitted within the pay period earned.

D. Mileage Reimbursement: Authorized Unit employees of the Town shall receive the mileage reimbursement rate as established by Town Board resolution.

ARTICLE V. EMPLOYEE RIGHTS AND BENEFITS

- A. Seniority: An employee's seniority shall be determined from the date of original hire to a full-time position within the Unit and shall apply to vacation scheduling. Employees will be granted seniority credit for prior part-time service within the Town of Carmel. Such credit will apply in calculating longevity and vacation entitlement. Such part-time service shall be credited pro rata. An employee shall be considered to be in the continuous service of the Town unless he/she are in an unpaid leave status for six (6) months or more, at which time any unpaid leave time in excess of six (6) months shall be considered to be a break in service and such time shall not be considered for the purpose of seniority or salary increase. An employee who is in an unpaid status for one (1) month or more shall not accrue credit for such unpaid time for any benefits including, but not limited to, sick leave and vacation.

- B. Notice of Vacancies: All jobs and promotional opportunities and job openings shall be conspicuously posted in all departments for fifteen (15) calendar days on bulletin boards readily accessible to all employees within the Town, prior to the examination or the filling of the positions. In addition, the Unit President shall be notified of such vacancies or positions to be filled. Any eligible Unit member may apply.

- C. Layoffs: The Town will attempt to provide any employee to be laid off with at least one (1) month's notice thereof, whenever possible.

- D. Personnel Folders: An employee shall have the opportunity to review those documents in his or her personnel folder which relate to the employee's employment with the Town, in the presence of the supervisor, upon three (3) business days written notice to the Town, if the supervisor is available within that time. The employee will be allowed to place in his/her file a response of a reasonable length to any document contained in the file which the employee deems to be adverse.

ARTICLE VI. LEAVE WITH PAY

A. Holidays

- 1. The following thirteen (13) days shall be paid holidays for all employees:

New Year's Day	Christmas Day
Martin Luther King's Birthday	Washington's Birthday
Lincoln's Birthday	Good Friday
Memorial Day	Independence Day
Thanksgiving Day	Labor Day
Day after Thanksgiving	Columbus Day
	Veteran's Day

2. An employee whose day off occurs on one of the holidays listed above shall receive another day off in its place. An employee who works on a holiday specified above shall receive another day off in its place or time and one-half the hourly rate of pay for the hours worked on the holiday.
3. In general, if a holiday falls on a Saturday, it will be celebrated on Friday. In general, if a holiday falls on a Sunday, it will be celebrated on Monday.
4. On election day (the first Tuesday after the first Monday in November) Town Hall employees will be allowed to leave work at 4:00 p.m. with no loss in pay. Other bargaining Unit employees will be allowed to leave work one hour prior to their normal quitting time by arrangement with their immediate supervisor.

B. Vacation

1. An employee's vacation entitlement shall be based upon the employee's original date of hire as a full-time employee of the Town of Carmel.
2. Employees will be entitled to vacation with pay based on the following schedule:

After one year of continuous service to the Town of Carmel	2 weeks
After three years of continuous service to the Town of Carmel	3 weeks
After five years of continuous service to the Town of Carmel	4 weeks
After ten years of continuous service to the Town of Carmel	5 weeks

3. Employees may be allowed to carry over one week of vacation to the following year upon the prior approval of the employee's supervisor. No more than one week of vacation may be carried over at any one time. Vacation time may not be converted to cash. If an employee is terminated prior to his/her anniversary date, the employee is not entitled to vacation pay for his/her final months of service from the preceding anniversary date.
4. Unused vacation will be paid on retirement, death or voluntary separation, to the person or estate, as applicable.

- C. Bereavement Leave: An employee shall be entitled to up to four (4) days of paid bereavement leave in the event of the death of a member of the employee's immediate family—mother, father, spouse, child, stepchild, brother or sister, step-parent and member of household. In the event of the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild or

grandparent, the employee will be entitled to up to two (2) days of bereavement leave with pay.

- D. Personal Leave: Each employee shall be entitled to up to three (3) days of paid personal leave due to a compelling personal reason. It shall be the duty of the employee to notify, as far in advance as possible of such absence, his/her department head or the supervisor. Employees are permitted to carry over three (3) personal leave days to the following year with a maximum accumulation of six (6) days.
- E. Jury Duty: Employees shall be granted a leave of absence with pay to serve on jury duty. Any per diem compensation received by the employee for such service on jury duty shall be turned over to the Town of Carmel.
- F. Volunteer Firemen - Civil Defense Duties: Any Unit employee who is a volunteer fireman with one of the fire departments which service the Town of Carmel shall receive wages for any time absent from normal work hours to respond to a fire or ambulance emergency call. In all cases where an employee is absent for more than two hours, the employee shall submit satisfactory written documentation signed by the Chief of the Fire Department, or any officer in attendance at the fire, stating that the employee was absent from normal work hours to respond to a fire or ambulance emergency call as well as the actual time spent in responding to the emergency call. In cases where the employee is absent for less than two hours, the Town may require the employee to submit satisfactory written documentation, signed by the Chief of the Fire Department, or any officer in attendance at the fire, stating that the employee was absent from normal work hours to respond to a fire or ambulance emergency call as well as the actual time spent in responding to the emergency call.
- G. Sick Leave
 - 1. Each Unit employee will be entitled to fifteen (15) days of sick leave per year. An employee will be allowed to accumulate unused sick leave from year to year up to a maximum of two hundred (200) days. Sick leave may only be used for personal illness or the illness of a family member. The Town reserves the right to request a doctor's certification after three (3) days of absence.
 - 2. In the case of catastrophic illness only, the Town Board may, upon the recommendation of the Town Supervisor, allow an employee, who has exhausted his/her accumulated sick leave, to borrow, against their future sick leave entitlement up to a maximum of ten (10) days. If an employee leaves Town service prior to working enough time to "make up" such borrowed days, any borrowed days owed to the Town shall be deducted from the employee's last paycheck.

In the case of catastrophic illness only, in the event an employee is unable to return to work on regular or light-duty status and has exhausted his/her accumulated sick leave, then he/she may apply to the Labor Management Committee for permission to solicit fellow employees, who are members of the

Unit, for donations of accumulated unused sick leave. Permission shall be granted only in the case of hardship. If, in the sole discretion of the Labor Management Committee, such permission is granted, a solicitation for contributions of accumulated unused sick leave from fellow employees, who are members of the Unit, shall be initiated. All decisions of the Labor Management Committee shall be final and shall not be subject to the grievance procedures of this agreement. Contributions of accumulated unused sick leave by fellow employees, who are members of the Unit, shall be entirely voluntary, shall be in writing signed by the donor employee, shall be in minimum increments of one hour and shall be credited to the donee employee on a pro-rata basis in the same proportion that the base annual salary of the donor employee bears to the base annual salary of the donee employee. (For purposes of illustration, if the donor employee has a base annual salary of \$15,000 and the donee employee has a base annual salary of \$10,000, then each hour of accumulated unused sick leave donated by and deducted from the donor employee's accumulated unused sick leave shall be credited to the donee employee's accumulated unused sick leave as one and one-half hours. Similarly, if the donor employee has a base annual salary of \$10,000 and the donee employee has a base annual salary of \$15,000, then each hour of accumulated unused sick leave donated by and deducted from the donor employee's accumulated unused sick leave shall be credited to the donee employee's accumulated unused sick leave as two-thirds of an hour.)

3. When an employee is separated from Town service, the employee will, upon such separation, be entitled to cash in up to two hundred (200) days of accumulated unused sick leave in accordance with the following schedule:

Portion of Accumulated Days
for which Reimbursement
Years of Employment will be made*

After 5 years of continuous service	40%
After 10 years of continuous service	50%
After 15 years of continuous service	60%
After 20 years of continuous service	75%

*The number of days for which payment shall be made shall be rounded up to the next full day, if the percentage applied to the accumulation results in a fractional part of a day. Payments shall be made at the employee's then current base rate of pay without the addition of overtime, etc.

4. If an employee with at least five (5) years of continuous service dies while employed by the Town of Carmel, the employee's beneficiary would receive payment for accumulated unused sick leave in accordance with the schedule laid out for cashing in unused sick leave upon retirement. In the event that an employee has not reached the tenth anniversary, the 50% reimbursement of accumulated sick days would be paid.
5. In the event of a work related illness/injury, the Town agrees to expedite the processing of all necessary paper work to insure the employee receives all necessary benefits in a timely fashion in accordance with the Workmen's Compensation Law. Employees who utilize their own accruals during a work related illness/injury shall be recredited for such time utilized upon payment to the Town by the carrier for such time on a day for day basis at the State Compensation Rate. Should an employee exhaust accruals at the time of or during the illness/injury, he/she may solicit for such days as needed under Section VI, G.2.

During any period of work related illness/injury, the employee shall continue to be entitled to receive health benefits, optical benefits, dental benefits and service credit for purposes of seniority and retirement during any leave of absence granted by the Board. The parties recognize that Civil Service Law Section 71 is applicable to any leave of absence granted.

6. An employee who has been on sick leave for ten (10) days or more may request to return to work on a part-time basis, i.e. four hours per day including one-half hour for lunch, and shall be permitted to do so provided he/she submits a physician's report indicating a diagnosis, a prognosis and a statement that the employee can return to work on a part-time basis of four hours per day including one-half hour for lunch.

The employee shall be permitted to utilize any available accumulated unused leave with pay in order to earn full pay while on part-time status. If no such accumulated unused leave with pay is available, then the employee shall be paid one-half his/her normal salary. No return to work for less than four hours per day including one-half hour for lunch shall be permitted. In no event shall light-duty status continue for more than ninety (90) working days.

- H. Snow Days and/or Emergency Closing: In any case when the Town Supervisor or his designee closes the Town Hall during the normal work day, or dismisses employees early due to inclement weather and/or other related emergency, employees shall be paid without charge to any leave accruals. Employees who cannot report to work on inclement weather days shall notify the Town prior to the start of the shift and shall be allowed to use personal leave or vacation leave.

ARTICLE VII. PENSION, HEALTH, DISABILITY, DENTAL AND OPTICAL INSURANCE

- A. Pension: The Town will continue to provide the Unit employees with retirement benefits under Section 41(J) of the New York Employees' Retirement System.
- B. Health Insurance: The Town will continue to provide the Unit employees and their dependents with a health insurance program through the statewide plan which shall include hospitalization, medical-surgical protection and major medical coverage.

Employees completing fifteen (15) years with the Town will continue the same health insurance contribution as of the date of retirement when they retire, if they retire from the Town under the terms of the Retirement Act.

All employees hired on a full-time basis prior to August 1, 1992, will receive 100% fully paid individual or family health insurance. Employees hired on a full-time basis after August 1, 1992 shall receive 100% fully paid individual health insurance.

Effective on the first full payroll period following June 21, 2006, any unit member hired on or after August 1, 1992, but prior to June 21, 2006, shall contribute 25% of the difference between family health insurance premiums and individual health insurance premiums.

Any unit member hired on or after June 21, 2006, shall contribute 25% towards the cost of family health insurance premiums.

In the event that the Union can recommend a plan that meets the economic needs of the Town and the coverage needs of Unit members, the Town agrees to meet and confer about substitution of plans.

In the event that the County offers a countywide health insurance plan, the Town agrees to meet with the Union to consider substitution.

Members of the Unit who withdraw from the Town's plan during the life of the Agreement shall receive the following:

1. \$1,000.00 on the first day of the thirteenth (13th) month following the month of withdrawal and every twelfth (12th) month thereafter if they were receiving individual coverage and provided they have remained uncovered under Town's plan for the twelve (12) consecutive months immediately preceding payment due under this provision;

2. \$2,500.00 on the first day of the thirteenth (13th) month following the month of withdrawal and every twelfth (12th) month thereafter if they were receiving family coverage and provided they have remained uncovered under the Town's plan for the twelve (12) consecutive months immediately preceding any payment due under this provision;

No member may withdraw unless the member can prove that he/she is covered under another plan. Nothing contained herein shall preclude a member from re-entering the Town's plan if they no longer have comparable coverage under a spouse's plan.

The Town may change carriers to another plan providing comparable or greater coverage to the statewide plan as it existed on December 31, 1987. Prior to making a change, the Town shall notify the Union in writing at least sixty (60) days prior to the contemplated change.

In the event of a dispute as to the coverage of the new plan, the Union may demand expedited arbitration of the issue within thirty (30) days of receiving said notification. The Union and the Town agree that an arbitration shall be heard within thirty (30) days of the Demand for Arbitration and concluded before the plan is changed.

- C. Disability Insurance: The Town will continue to implement and provide New York State Disability Insurance to the employees in the Unit.
- D. Dental Insurance: The Town to increase funding to cover the full cost of the current CSEA EBF dental plan (Dutchess Dental Plan).
- E. Optical Insurance: The Town will increase funding to cover the cost of the current CSEA EBF optical plan (Platinum 12 Plan).

ARTICLE VIII. UNIFORM ALLOWANCE

The following Unit employees shall be entitled to receive a uniform allowance of \$400 effective January 1, 2006; \$425 effective January 1, 2007; \$450 effective January 1, 2008; \$475 effective January 1, 2009; \$500 effective January 1, 2010 and each fiscal year thereafter:

- Building Maintenance Worker
- Cleaner
- Junior Engineer
- Park Maintenance Worker
- Assistant Supervisor, Parks and Recreation

Said allowance will be made in the first full paycheck after January 1 each year.

ARTICLE IX. DISCIPLINARY AND GRIEVANCE PROCEDURE

- A. Abuse by the employee of any of the provisions of this contract shall be subject to disciplinary action by the Town.
- B. Disciplinary action, appeals therefrom, and all related matters shall be pursuant to Sections 75 and 76 of the New York State Civil Service Law.
- C. Any dispute arising concerning the interpretation or application of the terms of this contract, or the rights claimed to exist thereunder, shall be the subject of a grievance and shall be processed in accordance with the following procedure.
- D. The grievant(s) shall have the right to be represented in any step of the procedure by anyone of his/her choice.
- E. When a grievance is satisfactorily adjusted at any one of the steps of the procedure, the settlement shall be reduced to writing signed by both parties and immediately implemented.
- F. Where a grievance involves an act or condition over which an immediate supervisor lacks power or authority to act, the grievance may be initiated at the step "K" of the procedure.
- G. Where the employer fails to answer at any step of the grievance procedure within the specified time limits, the grievance may then be moved onto the next higher step by the grievant(s) or his/her representative.
- H. Only an employee may file a grievance. The Association may not file a grievance.
- I. An employee and/or the President of the Union may discuss grievances with the appropriate department head and/or the Town Supervisor during normal working hours.
- J. Any Unit employee who has a grievance may present the grievance in writing to his department head within twenty (20) working days of the act or condition on which it is based, or within twenty (20) working days after the employee could reasonably have known of the act or condition giving rise to said grievance. The department head shall then have ten (10) working days to give his/her decision in writing to the grievant from the time the grievance has been submitted.
- K. If the grievance is not settled at the step "J", the grievant may then submit his grievance to the Town Supervisor within ten (10) working days after the receipt of the decision at step "J". The Town Supervisor may call a conference with the grievant and his/her representative and will render his decision within ten (10) working days from the time the grievance is submitted to him.

- L. In the event that such grievance is not then settled in step "K", either party, no later than sixty (60) working days after presentation under step "K" may request arbitration before an impartial arbitrator. The decision of the arbitrator shall be limited to the terms and conditions of this Agreement as written and shall have no power to modify, amend, add to or subtract from this Agreement.

All demands for arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of the services of the arbitrator will be divided equally between the Town and the Union.

ARTICLE X. SALARIES

General: Base annual salaries do not include longevity, overtime or any other form of premium pay.

- A. Salaries: The salaries for employees covered by this Agreement shall be in accordance with the salary schedules attached hereto as Appendix A, Appendix B, and Appendix C, D and E for calendar years 2006, 2007, 2008, 2009 and 2010 respectively.

Rules for the salary schedule shall be in accordance with Appendix "F" and attached hereto.

- B. Longevity: Employees shall be entitled to the following schedule of longevity payments on their anniversary date of employment with the Town if such service meets the requirements below and has been in continuous service to the Town. The amounts set forth below are not cumulative, and shall be paid in a lump sum on the employee's anniversary date.

Effective January 1, 2006:	
At the start of the 5 th	
year of continuous service.....	\$2100
At the start of the 10 th	
year of continuous service.....	\$2300
At the start of the 15 th	
year of continuous service.....	\$2500
At the start of the 20 th	
year of continuous service.....	\$2800

ARTICLE XI. CONFORMITY WITH LAW

- A. Savings Clause: If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of the Agreement which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

- B. Mandated Provision of the Law: Notice, as provided by Section 204-A of the Civil Service Law as amended;

"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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XII. DURATION

This contract shall be effective as of January 1, 2006 and shall continue in effect through December 31, 2010 at which time agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective representatives.

TOWN OF CARMEL

BY: Connie Munday
Connie Munday, Supervisor

1/31/07
Date

THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 840,
AFSCME, AFL-CIO, THE CERTIFIED
UNION FOR THE TOWN OF CARMEL UNIT

BY: Heather Gentry
Unit President

1/31/07
Date

BY: Elaine Blahnik
Labor Relations Specialist

1/19/07
Date

JOB TITLES AND GROUP

<u>Group</u>	
1	Assistant Court Clerk
1	Clerk
1	Receptionist
1	Typist
2	Account Clerk
2	Account Clerk/Typist
2	Civilian Dispatcher
2	Senior Typist
3	Account Clerk/Stenographer
3	Cleaner
3	Stenographer
3	Clerk to Town Justice
3	Senior Clerk
4	Building Maintenance Worker
4	Parks Maintenance Worker
4	Senior Stenographer
5	Assessment Assistant
5	Parks Maintenance Supervisor
5	Real Property Data Collector
6	Senior Recreation Leader (Supervisor)
7	Account Keeping & Computer Operations Supervisor
7	Assistant Director Parks & Recreation
7	Clerk to Town Court
7	Real Property Appraiser
8	Junior Engineer
9	Senior Real Property Appraiser
9	Town Codes Enforcement Officer
9	Zoning Inspector
10	Director of Codes Enforcement
15	Assistant Civil Engineer

APPENDIX "A"

Effective 1-1-06 through 12-31-06

1.0375

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	\$ 31,467.31	\$ 32,451.88	\$ 33,435.20	\$ 33,754.56
2	\$ 34,452.59	\$ 35,438.44	\$ 36,421.76	\$ 36,768.89
3	\$ 36,104.92	\$ 37,089.49	\$ 38,074.07	\$ 38,433.82
4	\$ 39,414.61	\$ 40,400.45	\$ 41,385.02	\$ 41,778.86
5	\$ 42,721.78	\$ 43,708.88	\$ 44,605.09	\$ 45,116.32
6	\$ 43,754.32	\$ 44,737.64	\$ 45,723.48	\$ 46,156.43
7	\$ 44,384.20	\$ 45,370.04	\$ 46,354.62	\$ 46,793.89
8	\$ 49,991.24	\$ 50,974.54	\$ 51,956.60	\$ 52,450.15
9	\$ 51,001.06	\$ 51,986.89	\$ 52,971.46	\$ 53,475.12
10	\$ 58,947.10	\$ 59,934.20	\$ 60,918.77	\$ 61,496.89
11	\$ 60,916.24	\$ 61,903.35	\$ 62,887.92	\$ 63,484.98
12	\$ 62,885.40	\$ 63,872.49	\$ 64,857.07	\$ 65,473.07
13	\$ 64,854.55	\$ 65,841.65	\$ 66,826.24	\$ 67,462.41
14	\$ 66,823.70	\$ 67,810.80	\$ 68,795.38	\$ 69,449.24
15	\$ 69,576.73	\$ 70,561.31	\$ 71,545.89	\$ 72,226.25

APPENDIX "B"

Effective 1-1-07 through 12-31-07
1.0375

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	\$ 32,647.34	\$ 33,668.82	\$ 34,689.02	\$ 35,020.36
2	\$ 35,744.57	\$ 36,767.38	\$ 37,787.58	\$ 38,147.72
3	\$ 37,458.85	\$ 38,480.35	\$ 39,501.85	\$ 39,875.09
4	\$ 40,892.66	\$ 41,915.46	\$ 42,936.96	\$ 43,345.57
5	\$ 44,323.85	\$ 45,347.96	\$ 46,277.78	\$ 46,808.18
6	\$ 45,395.11	\$ 46,415.30	\$ 47,438.11	\$ 47,887.30
7	\$ 46,048.61	\$ 47,071.42	\$ 48,092.92	\$ 48,548.66
8	\$ 51,865.91	\$ 52,886.09	\$ 53,904.97	\$ 54,417.03
9	\$ 52,913.60	\$ 53,936.40	\$ 54,957.89	\$ 55,480.43
10	\$ 61,157.61	\$ 62,181.73	\$ 63,203.23	\$ 63,803.02
11	\$ 63,200.60	\$ 64,224.73	\$ 65,246.21	\$ 65,865.66
12	\$ 65,243.60	\$ 66,267.71	\$ 67,289.21	\$ 67,928.31
13	\$ 67,286.60	\$ 68,310.71	\$ 69,332.22	\$ 69,992.25
14	\$ 69,329.59	\$ 70,353.71	\$ 71,375.21	\$ 72,053.59
15	\$ 72,185.86	\$ 73,207.36	\$ 74,228.86	\$ 74,934.73

APPENDIX "C"

Effective 1-1-08 through 12-31-08

1.04

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	\$ 33,953.23	\$ 35,015.58	\$ 36,076.58	\$ 36,421.18
2	\$ 37,174.35	\$ 38,238.07	\$ 39,299.08	\$ 39,673.63
3	\$ 38,957.21	\$ 40,019.56	\$ 41,081.92	\$ 41,470.10
4	\$ 42,528.37	\$ 43,592.08	\$ 44,654.44	\$ 45,079.39
5	\$ 46,096.80	\$ 47,161.88	\$ 48,128.89	\$ 48,680.51
6	\$ 47,210.91	\$ 48,271.92	\$ 49,335.63	\$ 49,802.79
7	\$ 47,890.55	\$ 48,954.27	\$ 50,016.63	\$ 50,490.60
8	\$ 53,940.55	\$ 55,001.53	\$ 56,061.17	\$ 56,593.71
9	\$ 55,030.15	\$ 56,093.86	\$ 57,156.21	\$ 57,699.65
10	\$ 63,603.92	\$ 64,669.00	\$ 65,731.36	\$ 66,355.14
11	\$ 65,728.62	\$ 66,793.72	\$ 67,856.06	\$ 68,500.29
12	\$ 67,853.34	\$ 68,918.42	\$ 69,980.78	\$ 70,645.44
13	\$ 69,978.06	\$ 71,043.14	\$ 72,105.51	\$ 72,791.94
14	\$ 72,102.78	\$ 73,167.86	\$ 74,230.22	\$ 74,935.73
15	\$ 75,073.29	\$ 76,135.65	\$ 77,198.01	\$ 77,932.12

APPENDIX "D"

Effective 1-1-09 through 12-31-09

1.04

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	\$ 35,311.36	\$ 36,416.20	\$ 37,519.65	\$ 37,878.02
2	\$ 38,661.32	\$ 39,767.60	\$ 40,871.04	\$ 41,260.57
3	\$ 40,515.49	\$ 41,620.35	\$ 42,725.20	\$ 43,128.90
4	\$ 44,229.50	\$ 45,335.77	\$ 46,440.62	\$ 46,882.56
5	\$ 47,940.67	\$ 49,048.36	\$ 50,054.05	\$ 50,627.73
6	\$ 49,099.35	\$ 50,202.79	\$ 51,309.06	\$ 51,794.90
7	\$ 49,806.17	\$ 50,912.45	\$ 52,017.30	\$ 52,510.23
8	\$ 56,098.17	\$ 57,201.59	\$ 58,303.62	\$ 58,857.46
9	\$ 57,231.35	\$ 58,337.61	\$ 59,442.45	\$ 60,007.64
10	\$ 66,148.08	\$ 67,255.76	\$ 68,360.61	\$ 69,009.35
11	\$ 68,357.77	\$ 69,465.46	\$ 70,570.31	\$ 71,240.30
12	\$ 70,567.48	\$ 71,675.16	\$ 72,780.01	\$ 73,471.26
13	\$ 72,777.18	\$ 73,884.86	\$ 74,989.73	\$ 75,703.62
14	\$ 74,986.89	\$ 76,094.57	\$ 77,199.42	\$ 77,933.16
15	\$ 78,076.23	\$ 79,181.08	\$ 80,285.93	\$ 81,049.41

APPENDIX "E"

Effective 1-1-10 through 12-31-10

1.04

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
1	\$ 36,723.81	\$ 37,872.85	\$ 39,020.43	\$ 39,393.14
2	\$ 40,207.78	\$ 41,358.30	\$ 42,505.88	\$ 42,911.00
3	\$ 42,136.11	\$ 43,285.16	\$ 44,434.21	\$ 44,854.06
4	\$ 45,998.68	\$ 47,149.20	\$ 48,298.24	\$ 48,757.87
5	\$ 49,858.30	\$ 51,010.29	\$ 52,056.21	\$ 52,652.84
6	\$ 51,063.32	\$ 52,210.91	\$ 53,361.42	\$ 53,866.70
7	\$ 51,798.42	\$ 52,948.94	\$ 54,097.99	\$ 54,610.64
8	\$ 58,342.10	\$ 59,489.66	\$ 60,635.76	\$ 61,211.76
9	\$ 59,520.61	\$ 60,671.12	\$ 61,820.15	\$ 62,407.94
10	\$ 68,794.00	\$ 69,945.99	\$ 71,095.04	\$ 71,769.72
11	\$ 71,092.08	\$ 72,244.08	\$ 73,393.12	\$ 74,089.91
12	\$ 73,390.18	\$ 74,542.16	\$ 75,691.21	\$ 76,410.11
13	\$ 75,688.27	\$ 76,840.26	\$ 77,989.32	\$ 78,731.76
14	\$ 77,986.36	\$ 79,138.35	\$ 80,287.40	\$ 81,050.49
15	\$ 81,199.27	\$ 82,348.32	\$ 83,497.37	\$ 84,291.38

APPENDIX "F"
RULES FOR SALARY SCHEDULE

1. All current employees shall be placed on the salary schedule effective January 1, 2001 as indicated.
2. All new employees hired after March 24, 1988 will be hired at no higher than Step 2 of the salary schedule.
3. Step advancements for new employees shall occur January 1 of each year provided new employees who enter the service of the Town between January 1st and June 30th of a particular year and have served continuously in their position will receive an annual increment on the following January 1st. New employees who enter into service between July 1st and December 31st will receive such increment on the second subsequent January 1st.
4. Employees promoted will be placed at a step corresponding to the first higher increment in the classification of promotion.