
AGREEMENT

by and between the
TOWN OF ORANGETOWN
and
**CSEA, Local 1000 AFSCME,
AFL-CIO**



Town of Orangetown Unit #8353-00
Rockland County Local 844

January 1, 2017 - December 31, 2020



Collective Bargaining Agreement

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PREAMBLE

Notice of Agreement

This Collective Bargaining Agreement is made by and between the Town of Orangetown, hereinafter referred to as the "Town", and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

1 UNION RIGHTS

1.1 Recognition

1.1.1 Recognition: The Town hereby recognizes the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County & Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"), as the exclusive bargaining agent for all employees of the Town of Orangetown, except part-time, seasonal, student employees, elected officials, police and those employees encumbering the titles listed in Schedule "A" hereto annexed and made a part hereof for the term of this Collective Bargaining Agreement.

1.1.2 Duration of Representation: The rights herein accorded to the Union shall be unchallenged for the maximum time allowed by law, as provided in Section 208 of Civil Service Law.

1.1.3 Right of Representation: The Union shall represent all the employees in the recognized bargaining unit in negotiations and in settlement of grievances and other disputes pertaining to terms and conditions of employment. Nothing herein contained shall be deemed to diminish the right of the Union to challenge any interpretation and to pursue such avenue as it deems necessary in such matters.

1.2 Definition of Employees

1.2.1 Full-time Employees: For the purpose of this Collective Bargaining Agreement, "full-time employees" are those employees who regularly work either 35 hours, 37.5 hours, or 40 hours per week throughout the year. They are hired at the entry level rate (Step 1) of their title or position and shall move accordingly on the increment salary schedule. They are entitled to all rights, privileges and benefits afforded to them by this Collective Bargaining Agreement and pay either Union dues or Agency fees.

1.2.2 Less-Than-Full-Time Employees: For the purpose of this Collective Bargaining Agreement, "less-than-full-time employees" are those employees who regularly work at least 20 hours but not more than 28 hours per week throughout the year. They are hired at the entry level rate (Step 1) of their title or position and shall move accordingly on the increment salary

schedule. They are entitled to all rights, privileges and benefits afforded to them by this Collective Bargaining Agreement and pay either Union dues or Agency Fees.

1.2.3 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean someone who is hired to work either as a leave replacement for a full-time employee or hired for a special project for a specified period of 90 working days or less. They are normally hired at the entry-level rate (Step 1) of their title or position. Temporary employees will be hired in accordance with Civil Service guidelines. They receive no benefits, privileges, or rights under this Collective Bargaining Agreement.

1.2.4 Part-time Employees (Hourly): For the purpose of this Collective Bargaining Agreement, a "part-time employee" will mean someone who is hired to less than 50% of the work hours per week of a full-time employee in the same title or position. They are hired at an hourly rate, receive no benefits, privileges or rights under this Collective Bargaining Agreement and do not pay Union dues or Agency fees.

1.2.5 Seasonal Employees: For the purpose of this Collective Bargaining Agreement, a "seasonal employee" will mean someone who is hired to do work of a recurring nature that is not continuous throughout the year in which the total number of days worked, whether full or part-time is less than 130 days in any one calendar year. Seasonal employees will be hired in accordance with Civil Service guidelines. They receive no benefits, privileges, or rights under this Collective Bargaining Agreement and do not pay Union dues or Agency fees.

1.2.6 Student Employees: Student employees attending High School and/or College, said employees are additional employees and shall not be placed on any budget line of a full-time or less than full time position. They receive no benefits, privileges, or rights under this Collective Bargaining Agreement and do not pay Union dues or Agency fees.

1.2.7 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the State of New York Public Employment Relations Board in accordance with its rules and procedures.

1.3 Others Performing Unit Work

1.3.1 Schedule A Employees: Employees listed in Schedule A may perform bargaining unit work to meet the operational needs of the department during emergencies or other exceptional situations, provided it does not interfere with the procedure for assigning overtime.

1.3.2 Contracting-Out for Goods and Services: There shall be no loss of present jobs by permanent employees as a result of the Town's exercise of its rights to contract-out for goods and services; however, this shall not apply to cutbacks due to economy reasons.

1.4 Dues and Other Deductions

1.4.1 Union Membership: Upon presentation to the Town of check-off authorization cards signed by the individual employees, the Town shall deduct from the wages paid to the individual employees and remit to the Treasurer of Union (CSEA) at Albany, New York, regular membership dues, (and all life, automobile, and homeowners insurance premium deductions, if applicable) for those employees who have signed dues deductions authorization cards and shall include such other assessments as may be authorized by the Union. Such deductions shall be continued until such employee notifies the Town through the Union in writing and in duplicate of a desire to change such authorization.

1.4.2 Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct the service fee from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis.

1.5 Access and Communication

1.5.1 Visitation Rights: Representatives of the Union shall have the right to visit new employees at the time of hiring to explain Union membership, services and programs under mutually developed arrangements with the department head and to visit employees for the purpose of administering the terms and conditions of this Collective Bargaining Agreement under mutually developed arrangements with the department head.

1.5.2 Notification of New Employees Hired: The CSEA shall receive notification of all new employees who are hired on a full-time basis into a bargaining unit position by name and department within 48 hours after passage of Town Board Resolution of Employment.

1.5.3 Business Notices and Posting: The Town agrees to allow the Union to post notices and communications pertaining to Union business on the Town's bulletin boards and to permit notices to be distributed to the employees. No offensive material is to be placed on the bulletin boards.

1.5.4 Union Meeting Place: The Town will permit the use of a convenient meeting place in a Town facility for Union meeting with the prior approval of the Supervisor or duly authorized agent.

1.5.5 Union Office: During the term of this Collective Bargaining Agreement, the CSEA shall be entitled to an office consisting of one room only at the Town Hall Building.

1.6 Leave for Contract Administration

1.6.1 Investigation and Presentation of Grievances: The Unit President and/or designee will be allowed release time, without loss of pay or leave credits, for the following activities: to investigate and present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board.

1.6.2 Requests for Release Time: Requests for the use of release time shall be made to the appropriate supervisor as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved by the appropriate Department Head.

1.7 Leave for Union Conventions

1.7.1 The President of the Town of Orangetown Unit of the Civil Service Employees Association, or designee, shall be entitled to a total of fifteen days off per year without loss of pay or leave credits to attend Union meetings and conventions.

2 MANAGEMENT RIGHTS

2.1 Management Rights

2.1.1 Intentionally left blank.

2.1.2 Policy Changes: Wherever possible the Town agrees to try to keep employees notified of department or division changes in policy or work rules and to provide same as early as possible prior to effective date or time of change.

3 JOB OPPORTUNITIES

3.1 Posting and Application

3.1.1 Posting: Lists of Town vacancies and/or new positions will be posted upon all major Town maintained bulletin boards for a period of fourteen calendar days prior to filing date for said position. All other vacancies and new positions in other jurisdictions will be posted as received and remain until the examination date. Job posting shall include job title, grade, wage rate, location of position and, minimum qualifications.

3.1.2 Application: Once a position has been posted, it shall be the employee's responsibility to apply for the vacancy by making a written application.

3.2 Appointment to Vacancies

3.2.1 Labor Class Positions: The Town agrees to give preference to full-time employees presently employed by the Town in filling job vacancies or new positions and that preference shall be given on seniority basis, provided that an employee with the seniority has at least the basic qualifications to perform the job. If no employee has the basic qualifications, then the appointing authority may seek a new employee.

3.2.2 Non-competitive Positions: Preference to promotional opportunities, appointments and all other vacancies shall be given to full-time employees presently employed by the Town, providing such employees are qualified. Evaluation factors for such opportunities shall be based on productivity, work performance, attendance, overtime refusal and contents of the employee's personnel file. In the event more than one qualified employee applies, interviews will first be conducted before an appointment is made and based on the evaluation of the above factors being substantially equal, the appointment shall then be given to the employee who has the most seniority.

3.2.3 Competitive Class Positions: The Town agrees to give preference to permanent and full-time employees presently employed by the Town in filling job vacancies or new positions. The selection process shall be based on the candidate's ability to effectively and efficiently assume the position. If all candidates have equal ability, then the Town shall consider seniority as the basis for selection. If the senior employee (candidate) is passed over for promotion, and if requested by said employee, the Town will be required to give the reasons in writing for the non-promotion. In the event there is a disagreement between the parties as to the Town's selection, the parties mutually agree that said disagreement shall be subject to a final determination by a tripartite board: one member to be appointed by the Town, one member to be appointed by the Union, and the two appointed panel members to select a third member, who shall serve as Chairperson. However, in all cases, the Town and the Union shall comply with Civil Service Law.

3.2.4 Probationary Period (Promotions): An employee who is promoted into a position in the non-competitive or labor class shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Town may rescind the promotion and the employee will be reinstated to the employee's previous position. At any time during the probationary period, the employee may retreat to the employee's previous position.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period (new hire): The probationary period for an employee appointed to a position in the competitive class will be in accordance with the rules and regulations of the local Civil Service agency. Except as otherwise provided in the rules and regulations of the local Civil Service, the probationary period for an employee appointed to a position in the non-competitive or labor class will be for a probationary period of not less than eight nor more than twenty-six two weeks from the original appointment. The Town and the Union may agree to an extension of the probationary period for an employee in a position in the

non-competitive or labor class for an additional twenty-six weeks. The Town will consider an employee's previous service as a temporary employee.

4.1.2 Failure to Successfully Complete Probationary Period: The Town may dismiss the employee from employment at any time on or before completion of the probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

4.2 Seniority

4.2.1 Service Seniority: Employee's seniority shall commence on the date of the first hiring by the Town. The application of this section shall be governed by the Civil Service Rules and Regulations.

4.2.2 Computation of Seniority: For the purpose of calculating the length of service of a full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a full-time employee. For the purpose of calculating length of service of a "less-than-full-time" employee for an employee in a "labor-intensive position" one year of service will be credited for every 2080 hours of paid work and paid leave; for an employee in a "clerical/administrative position" one year of service will be credited for every 1820 hours of paid work and paid leave. In the event a "less-than-full-time" employee is appointed to a position as a full-time employee, the seniority accrued as a "less-than-full-time" employee will be added to the seniority as a full-time employee.

4.2.3 Same Length of Service: In the event two or more employees have the same length of service, seniority will be determined by the order each employee was listed on the appointment resolution.

4.3 Layoff Procedure

4.3.1 First to be Laid Off: In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service agency. In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within the bargaining unit, the employee within that job title with the least service seniority will be the first to be laid off.

4.3.2 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit.

4.3.3 Severance Pay: If a covered employee is laid off, such employee shall be given one week's severance pay in addition to any accrued vacation time, but the Town is not required to give any advance notice to employees for "layoff" purposes.

4.4 Recall Procedure

4.4.1 Recall to Same Job Title: In the event there is a vacancy in a job title in the competitive class where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service agency. In the event there is a vacancy in a job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

4.4.2 Notice of Recall to Same Job Title: The Town will notify the laid-off employee of the vacancy in 4.4.1 by certified mail, return receipt requested, sent to the employee's last known address. In the event a laid-off employee in the non-competitive or labor class does not respond within fourteen calendar days from the date the notice was mailed, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

4.4.3 Duration of Recall Rights: An employee in the non-competitive or labor class who is laid off will be eligible for recall under 4.4.1 for up to four years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

4.5 Employee Development

4.5.1 Preamble: The parties recognize that the Town has the right by law to appraise and evaluate its employees.

4.5.2 Purpose and Criteria: The purpose of the appraisal is to evaluate the employee's performance and set goals and to allow the employee to present relevant concerns pertaining to the employee's job and the workplace. The appraisal will contain criteria as agreed to by union and management representatives following labor-management deliberations on the topic. Employee development appraisals shall not be considered to be disciplinary action.

4.5.3 Frequency: Each employee will receive an employee development appraisal once each year on or about the employee's anniversary date, with follow-up appraisals on an as-needed basis. In the event all bargaining unit employees are not evaluated in a given year, then the employee development appraisal forms for that year will be removed from the personnel files of those bargaining unit employees who were evaluated.

4.5.4 Appraisal Procedure: The Department Head, or other department supervisory staff, will complete the Employee Development Appraisal Form prior to meeting with the employee. Thereafter, the Department Head, or other department supervisory staff, will meet with the employee to review the report. At the employee's request, the Department Head shall be at the meeting.

4.5.5 Recommendations: Should recommendations be recorded in the appraisal of the employee, a specific plan shall be given to the employee in writing.

4.5.6 Employee Reply: An employee's written comments, if any, will be attached to the report and included in the employee's personnel file.

4.5.7 Employee Appeal: In the event an employee believes that the findings of the appraisal are arbitrary or capricious, the employee may request that the findings be reviewed by a panel consisting of one member appointed by the Town, one member appointed by the Union, and one "community-based mediator" mutually agreed upon by the Town and the Union. The conduct of the review will be under the exclusive jurisdiction and control of the panel. The panel will present its decision to the Town Board. The Town and the Union shall share the fees of the mediator equally.

4.6 Personnel File

4.6.1 Official File: There shall be only one official personnel file which shall be maintained by the Town Personnel Officer, or such other official so designated, except that attendance records may be maintained by the department head at the work locations.

4.6.2 Employee's Access to Files: Upon reasonable request, an employee, on the employee's own time, will be permitted to examine said employee's official personnel file, excluding employment references supplied. The Personnel Officer shall reproduce for the employee, upon reasonable request, any material in the employee's official personnel file pertaining to said employee's attendance and/or conduct.

4.6.3 Contents of File: No material derogatory to the conduct, character, or personality of any employee shall be placed in the official personnel files unless the employee has had an opportunity to read said material. Upon reading of said material, the employee shall sign said material. The signature will not mean that the employee agrees with the contents thereof but that the employee is cognizant of the fact.

4.6.4 Right of Response: The employee shall have the right to answer any material hereafter filed in the employee's personnel file and the employee's answer shall be attached to the material so answered.

5 HOURS OF WORK

5.1 Basic Workweek – Clerical Employees

5.1.1 Basic Workweek: Except as otherwise provided for elsewhere, the basic workweek for office and clerical employees shall be thirty-five hours exclusive of a one-hour per day unpaid lunch period, Monday through Friday, 9:00 AM to 5:00 PM. In the event an employee is required to work on occasion through the lunch period, the employee will receive the appropriate rate of pay.

5.1.2 Flex Schedule: Flexible hour conditions for office and clerical Schedule B-1 employees shall be referred to the Labor-Management Committee on parameters to be adopted. It is understood that the Town has sole responsibility for establishing flexible hour schedules.

5.1.3 Switchboard Operator: The Town may require the switchboard operator to work at other hours, but not prior to 8:30 AM nor after 5:30 PM.

5.2 Basic Workweek – Public Works Employees

5.2.1 Basic Workweek (Highway Department): Except as otherwise provided for elsewhere, the basic workweek for employees of the Highway Department shall be forty hours consisting of five consecutive work days not exceeding eight consecutive hours per day, exclusive of a thirty-minute unpaid lunch period, Monday through Friday, 6:30 AM to 3:00 PM. In the event an employee is required to work on occasion through the lunch period, the employee will receive the appropriate rate of pay.

5.2.2 Compressed Workweek (Highway Department): Flexible hour conditions for Highway Department Schedule B-2 employees may be established. The Town will announce such amended schedules with not less than a two-week notice to employees. Such amended schedules shall have a duration of not less than two weeks. Such schedules shall not be established for the sole purpose of avoiding the payment of overtime.

Flexible hours shall be defined as four consecutive ten-hour days inclusive of a one-half hour paid lunch period and breaks based on a workweek of Monday through Friday. Said lunch period and breaks shall be considered as time worked for the purpose of computing a forty-hour workweek.

5.2.3 Basic Workweek (Automotive Mechanics): Employees hired after October 24, 1977, in the title of Auto Mechanic, may work a workweek from Tuesday through Saturday, but such workweek shall not be more than five days per week, eight consecutive hours per day, exclusive of a thirty-minute unpaid lunch period, 6:30 AM to 3:00 PM. There shall be no premium time paid for work performed by such employees on a Saturday, provided that such Saturday is a regularly scheduled day of work.

5.2.4 Basic Workweek (Sweepers): The sweeper operators may be required to work flexible hours to meet the sweeping needs of the Town, and as such all hours worked before the normal work shift shall be paid the appropriate shift differential of five percent (5%). Sweeper operators may be sent home after eight hours. This subsection does not oblige the Town to be required to observe the three hours call-in provision of this Collective Bargaining Agreement, but to pay for the actual hours worked, including overtime for any hours worked in excess of the eight-hour day.

5.2.5 Basic Workweek (Department of Environmental Management and Engineering): The normal workday of employees of the Department of Environmental Management and Engineering shall consist of eight consecutive hours, including shift employees regularly assigned to work shift other than the normal workday. However, in no way shall this be construed to extend the workweek time beyond one hundred and sixty hours in a four-week period. The workweek shall commence on the Monday of each week at 12:01 AM, subject to the establishment of the various shifts required the department. The lunch periods shall be assigned as heretofore practiced.

5.2.6 Basic Workweek (Department of Parks, Recreation & Building Maintenance): Employees in the Department of Parks, Recreation, and Building Maintenance hired after October 24, 1977 may be required to work on the basis of shift work, i.e., they may work on a shift of five consecutive days, eight consecutive hours per day, which may include Saturday and/or Sunday as a regular workweek. Notwithstanding the above, an employee in Building Maintenance hired before July 1, 2007 cannot be assigned to shift work. Premium pay would only occur after forty hours during a workweek. The lunch periods shall be assigned as heretofore practiced.

5.3 Basic Workweek – Police Radio Dispatchers

5.3.1 Basic Workweek: The normal work day of Police Radio Dispatchers (CAD) is eight hours with a one-half hour unpaid or uncompensated lunch during each workday in accordance with the provisions of this collective bargaining agreement. The Police Radio Dispatchers (CAD) shall work the schedule in 5.3.3, below.

5.3.2 Rotation: The Employer shall have the right to make assignments during the basic workweek on the basis of five consecutive days of work with two days off or on such other basis such as the present "five on – two off" and "five on – three off".

5.3.3 Memorandum of Agreement: The Employer reserves the right to make assignments during the basic work week on the basis of five consecutive days of work with two consecutive days off or as the present "five on – two off" and "five on – three off"; any change in the basic work week shall be negotiated between the Town and CSEA, Inc.

5.4 Workday/Workweek – General Terms

5.4.1 Off Days: All employees (except Police Radio Dispatchers (CAD)) shall have two consecutive twenty-four hour days off each week for a total of forty-eight consecutive hours, except employees in the Department of Environmental Management and Engineering and the Department of Parks, Recreation, and Building Maintenance.

5.4.2 Split Shifts: No employee shall be required to work a split shift.

5.4.3 Consecutive Shifts: An employee shall not be required to work two consecutive shifts within twenty-four hours at regular time as a normal work day.

5.4.4 Town Reports and Business: Any employee requested to make out or prepare reports or applications on matters pertaining to Town business shall be granted time during the normal working day to attend to such matters.

5.4.5 Flex Schedule - Chargeable Paid Leave Time: For all employees in 5.1.2 (Flex Schedule) and 5.2.2 (Compressed Workweek), above, paid leave time taken during the flexible work schedule periods shall be charged on the basis of time scheduled to be worked for the employees involved on an hour-for-hour basis. Any non-accruable leave time remaining in an amount of less than four hours that resulted from flexible hour schedules will be granted in compensatory time or paid.

5.4.6 Tardiness: Employees are required to make up lost time due to tardiness. Repeated lateness should be handled as a disciplinary matter.

5.4.7 Reporting of Hours Worked: All employees shall be required to sign their time sheets at the end of each calendar month and shall receive a copy thereof. An employee who is requested to sign a time sheet that the employee does not agree with may comment on such time sheet that is was signed under protest.

5.4.8 Computer Log-in/Computer Sign-in: The Town may implement a computer log-in/computer sign-in system for time keeping purposes and it shall be monitored by each individual Department Head.

5.5 Meal & Break Periods

5.5.1 Meal Periods Meal periods will normally be in the middle of the employee's workday. Meal periods must be approved by the appropriate Department Head, or designee, in accordance with the needs and requirements of the department.

5.5.2 Breaks: Employees shall be entitled to a ten-minute break in the morning and in the afternoon.

5.5.3 Overtime Rest/Meal Periods: For each four hours of overtime worked, an employee will be entitled to one-half hour rest period (to be credited as time worked). This rest period will be at an eating place or at the Town Garage as specified by the employee's immediate supervisor.

5.5.4 Overtime Meals: During emergencies, after the completion of four continuous hours of overtime work, and before the fifth hour of such overtime work, the employee shall have a hot meal at the Town's expense and thereafter another hot meal after the completion of every four hour period of continuous overtime work and prior to the fifth hour of such additional overtime meal period, except that there shall be a limit of two hot meals per person per day. If the employee goes on to a normal workday schedule without time off, then the employee would be entitled to a meal during the regular meal time.

5.5.5 Emergency Rest - "Snow Removal": In the interest of health and safety, an "emergency rest period" of four hours at the straight time rate of pay shall be provided for employees who are employed in the course of emergency situations and are required to work in excess of sixteen hours in any twenty-four hour period.

However, such "emergency rest period" shall be provided to employees who have already completed a regular work day and are required to work an additional continuous eight hours or more on emergency work within said twenty-four hour period. If the emergency work continues to or into the subsequent normal working day without a four-hour rest and ends prior to the completion of said normal working day, such employees shall be provided rest at the straight time rate of pay for the remainder of said normal working day.

If an employee does not return to work after the four-hour "emergency rest period", the employee will not be entitled to pay for such "emergency rest period".

5.5.6 Vehicle Parking During Rest Periods: Under no circumstances shall a department vehicle be pulled off the road and parked with the employee remaining therein for the rest period.

5.6 Overtime Hours of Work

5.6.1 Work In Progress: In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of "work in progress", the opportunity will not be offered to other employees and those employees in the affected job title (including part-time, temporary, and seasonal personnel) who are then working on the assignment will continue to work the additional hours.

In the event all of the employees who are then working are not needed, the opportunity to work the additional hours will first be offered on a seniority basis (most senior first) to those full-time employees in the affected job title who are then working on the assignment. In the event a sufficient number of employees do not volunteer (including "less-than-full-time employees" and seasonal personnel) the work will then be assigned to those same full-time employees on a seniority basis (least senior first).

5.6.2 Hours Not Extending from Normal Workday: In the event there is an opportunity in a given job title to work additional hours and the hours are NOT a continuation of "work in progress", the overtime in a department shall be offered on a rotating schedule (based on seniority) within each job classification. In each department, the Town will establish and post and keep up-to-date a duty roster in a prominent place in each work location. Said roster is to be by department and by seniority within each job classification. As to emergencies, if a "foreman" can handle same alone, the "foreman" may do so. All overtime must be offered to Full-Time and Less-Than-Full-Time employees before allowing seasonal employees to work overtime. In the event a sufficient number of employees do not volunteer, the work will be assigned on a seniority basis (least senior first) to full-time employees in that job title.

5.6.3 Errors in Assigning Additional Hours: In the event the Town makes an error in the assignment of additional hours in accordance with 5.6.2, the Department Head and the affected employee(s) will mutually determine a time and project to work the hours the employee should have been offered at the appropriate rate of pay. Such assignment shall not interfere with the procedure for assigning overtime under 5.6.1 or 5.6.2 above.

5.7 Replacement of Dispatchers Due to Absences

5.7.1 A. Whenever any Police Radio Dispatcher is absent because of sick time, family leave, worker's compensation leave, bereavement leave, vacation leave, personal leave or holiday leave, at least one Police Radio Dispatcher shall be called in from the Police Radio Dispatcher's overtime list before any consideration is given to the assignment of a Police Officer to work or cover the dispatcher's duties. If a Police Radio Dispatcher is not available, then after reasonable effort has been made to contact a dispatcher from the Dispatcher's overtime list, then in that event a police officer may be assigned from patrol. Provided, however, that 1) the Police Radio Dispatcher that called in the leave cannot be called in for said tour and 2) that no Police Radio Dispatcher shall be entitled to work more than 16 hours in a twenty-four (24) hour period.

B. Whenever a Police Radio Dispatcher is absent due to the taking of compensatory time ("time earned"), no Police Radio Dispatcher need be called in to fill the position if the position can be filled by a Police Officer at regular pay. If, however, an overtime situation occurs, a Police Radio Dispatcher must be called in first before consideration goes to a Police Officer (if there is adequate staffing such that a Police Officer can cover the Radio Dispatcher position without the need to call in an Officer on overtime, a Police Officer can cover the Radio Dispatcher shift).

C. Compensatory Time - Police Radio Dispatchers: there is a cap of seventy (75) overtime hours per calendar year that a Police Radio Dispatcher may convert to compensatory time (equalling one hundred twelve and one-half (112.5) hours of compensatory time). The employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay. Scheduling for the utilization of compensatory time off shall be made with the approval of the Department Head; requests for compensatory leave shall not be unreasonably denied.

5.7.2 In instances where there is a least one Police Radio Dispatcher on duty and there are two Police Radio Dispatchers assigned to such shift, 5.7.1 shall not apply. Instead, in those instances, a police officer may be assigned to Police Radio Dispatcher duties, however, the parties expressly agree, that, where there is a Police Radio Dispatcher available for such assignment, no police officer will be scheduled to work such Police Radio Dispatcher shift if that police officer shall incur overtime, or if the police officer designated to work such Police Radio Dispatcher's shift shall be replaced by any police officer who shall incur overtime.

6 COMPENSATION

6.1 Pay Period

6.1.1 Pay Periods: All employees covered by this Collective Bargaining Agreement shall be paid on a bi-weekly basis in accordance with a schedule agreed to by the parties and said schedule shall be conspicuously posted in all departments by the first pay period of each year.

6.2 Pay Schedule

6.2.1 Pay Schedule:

A. Effective January 1, 2017, all employees will be compensated an additional week of pay (equivalent to a 1.9% salary increase). This additional pay will be a means to close the gap for the payroll lag (biweekly time submitted to Finance will include time worked). An additional .35% salary increase will be retroactively calculated from January 1, 2017 and paid to all employees in a lump sum check, for a combined 2017 increase of 2.25% over the salary schedule that was in effect December 31, 2016. All 2017 overtime paid will be retroactively calculated to include a 2.25% increase and will be included with the above-mentioned lump sum check. All retroactive checks will be issued by December 31, 2017. Steps and longevity increments shall be continued as per 6.2.2 and 6.3.2.

B. Effective January 1, 2018, there shall be a 2.00% wage increase applied to each and every step of the 2017 salary schedule. Steps and longevity increments shall be continued as per 6.2.2 and 6.3.2.

C. Effective January 1, 2019, there shall be a 2.00% wage increase applied to each and every step of the 2018 salary schedule. Steps and longevity increments shall be continued as per 6.2.2 and 6.2.3.

D. Effective January 1, 2020, there shall be 2.00% wage increase applied to each and every step of the 2019 salary schedule. Steps and longevity increments shall be continued as per 6.2.2 and 6.2.3.

6.2.2 Step Increments: Employees hired as of January 1, 1980 shall receive increments as shown on the respective pay schedules beginning on the anniversary date of employment. Employees hired prior to January 1, 1980 shall receive increments as heretofore practiced.

6.2.3 Longevity Increments: Employees hired as of January 1, 1980 shall receive longevity increments as shown on the pay schedules attached hereto as of their anniversary date in which they began their eighth (8th), fourteenth (14th), nineteenth (19th), twenty-fifth (25th), and thirtieth (30th) year of continuous service with the Town. Employees hired prior to January 1, 1980 shall receive longevity increments as heretofore practiced.

6.2.4 Promotions (step placement): If an employee is appointed or promoted to a position in a higher grade, such employee shall receive an increase in pay upon such appointment or promotion which is equivalent to the full increment payable in the position to which the employee is appointed or promoted or such employee shall be paid the minimum pay of the grade of the position to which the employee is appointed or promoted, whichever results in a higher annual pay.

6.2.5 Promotions (longevity increment): Promotions shall not be deemed to diminish an employee's entitlement to a longevity increment, except that the employee's entitlement to said longevity shall commence upon reaching the maximum step of the grade and continue until the employee has reached the appropriate longevity step equivalent to the employee's years of service.

6.3 Position Lists

6.3.1 Position Lists: Included as part of this Collective Bargaining Agreement are the position allocation lists marked Schedule "B-1", "B2", and "B3" attached hereto as an appendix and made a part hereof. The parties agree that all present titles have been negotiated and the Union shall be informed of the new job specifications, duties, pay, and working conditions. If the Union has any objections, they will notify the Town and said objections shall be the subject of negotiations. Should the parties not agree, the issue will be processed through the Grievance Procedure.

For purposes of this sub-section, the term "new position" shall not be deemed to apply to a change in title unless there is a significant change in duties.

6.4 Premium Pay for Overtime

6.4.1 Overtime Defined: Hours worked in excess of the normal workweek, as specified in Article 5, by employees shall constitute overtime when authorized or required by the department head. For the purpose of computing overtime, the work week shall end at midnight on Sunday.

6.4.2 Credit for Paid Leave: Holidays, paid vacation leave, paid sick leave, paid personal leave, paid bereavement leave, and paid jury duty leave will be included as time worked in the computation of overtime.

6.4.3 Overtime Rate (Office & Clerical Employees and other 35-hour-per-week employees): Overtime compensation shall be paid to office and clerical employees (and other 35-hour-per-week employees) as follows:

Hours worked in excess of thirty-five hours of normal workweek shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay.

Hours worked on a Sunday shall be compensated at the rate of two times the employee's regular hourly rate of pay.

6.4.4 Compensatory Time (Office & Clerical Employees and other 35-hour-per-week employees): Office and clerical employees will have the option of receiving "compensatory time" in lieu of paid overtime. When such employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours for all authorized time worked over the employee's regular scheduled workday or over thirty-five hours in a given workweek.

An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay. Scheduling for the utilization of compensatory time off shall be made with the approval of the Department Head; requests for compensatory leave shall not be unreasonably denied.

6.4.5 Overtime Rate (Labor Intensive and other 40-hour-per-week employees): Overtime compensation shall be paid to non-clerical employees in the Highway Department, Department of Parks, Recreation, and Building Maintenance, and Department of Environmental Management and Engineering (and other 40-hour-per-week employees) as follows:

Hours worked in excess of forty hours of the normal work week shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay.

Hours worked in excess of forty-eight hours of the normal work week shall be compensated at the rate of two times the employee's regular hourly rate of pay.

Two times the employee's regular hourly rate of pay shall be paid for all hours worked on Sundays, except for employees on "shift work" (certain employees, namely, auto mechanics and employees hired to work in the Department of Parks, Recreation, and Building Maintenance (hired after October 24, 1977) who are normally required to work on Sundays; and, it is the intention of the parties that all employees, whether on "shift work" or otherwise, will work a normal forty-hour week with two consecutive days off. Where an employee is on "shift work", the first day off shall

be considered a Saturday, and the second day off a Sunday for the purpose of overtime compensation.

6.4.6 A. Compensatory Time (Labor Intensive and other 40-hour-per-week employees): Non-clerical employees in the Highway Department, Department of Parks, Recreation, and Building Maintenance, and Department of Environmental Management and Engineering will have the option of receiving "compensatory time" in lieu of paid overtime. When such employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours for all authorized time worked over the employee's regular scheduled workday or over forty hours in a given workweek.

An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay. Scheduling for the utilization of compensatory time off shall be made with the approval of the Department Head; requests for compensatory leave shall not be unreasonably denied.

6.4.7 Compensatory Time (Golf Course Only): An employee at the Golf Course will have the option of receiving "compensatory time" in lieu of paid overtime. When such employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours for all authorized time worked over the employee's regular scheduled workday or over forty hours in a given workweek. In any calendar year, an employee may convert a maximum of 120 hours of overtime work into 180 hours in compensatory leave credits. An employee must use all compensatory leave credits from a given calendar year before following March 15th or else the employee will receive payment on the first pay date following March 15th at the employee's then current rate of pay.

An employee must receive prior approval from the appropriate Department Head, or designee, to use compensatory leave credits. Scheduling for the utilization of compensatory time off shall be made with the approval of the Department Head; requests for compensatory leave shall not be unreasonably denied.

6.4.8 Overtime Rate (Police Radio Dispatchers (CAD)): Overtime compensation shall be paid to Police Radio Dispatchers (CAD) as follows:

Hours worked in excess of thirty-seven and one-half hours of normal workweek shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay.

Hours worked on a Sunday shall be compensated at the rate of two times the employee's regular hourly rate of pay.

6.5 Call-In Pay

6.5.1 Emergency Recalls to Duty: If an employee is called to work on time that the employee would normally not be required to work, the employee shall receive a minimum of three hours

credit and compensation at the applicable overtime rate for emergency recalls to duty. The employee shall be paid at the rate of overtime pay, which rate shall depend upon the accumulated number of overtime hours put in by the employee in that workweek, but such rate shall not be less than time and one-half, except as otherwise provided for on Sundays and holidays. This paragraph shall also apply subsequent to the time an employee has checked out after regular work on either regular hours or on continuous overtime and before the employee checks in prior to the commencement of the regular day's work.

6.5.2 Planned Overtime: The call-in provision shall be modified to provide that where pre-scheduled overtime is required, prior to the commencement of the regular work day, the call-in provision shall not apply. However, the pre-scheduled overtime hours worked before the regular work day shall be credited and compensated at the appropriate overtime rate.

6.5.3 Start Time: The pay for an employee who is called out for emergency duty will begin when the employee "punches-in", unless otherwise directed by the appropriate Department Head.

6.6 Shift Differential

1. Shift Differentials for Department of Environmental Management and Engineering Employees: The parties agree that the current practice of five percent (5%) differential for all shifts will only apply to current employees in the position of Shift Operator, who were employed by the Town in this position prior to October 24, 1977.

2. Except as provided for above, a five percent (5%) differential for the 4:00 pm – Midnight and the Midnight 8:00 am shifts will apply to all Sewer Division employees who are assigned to work those shifts.

3. Shift Differential for Police Radio Dispatchers (CAD): Police radio dispatchers working an evening shift presently scheduled from 3:00 pm to 11:00 pm and 11:00 pm to 7:00 a.m., shall receive a five percent (5%) night differential.

6.7 Out-of-Title Pay

6.7.1 Higher Classification: Employees listed in Schedule "B2" herein who are assigned temporarily to work at a higher job title, shall be paid the rate of pay equal to the starting salary of the position or one increment above his or her current salary whichever is greater for all time worked in that title. Employees listed in Schedule "B1" shall receive out-of-title pay only upon prior written approval by the department head.

6.7.2 Lower Classification: All employees assigned temporarily to work at a lower classification, paid at a lower rate of pay, shall not have their rate of pay reduced because of such assignment.

7 PAID LEAVE

7.1 Holidays

7.1.1 Designated Holidays: All full-time employees and "less-than-full-time" employees shall be entitled to the following paid holidays or days celebrated as such: [Effective 1/2009 will include Day after Christmas.]

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Day after Christmas

The New York State designated celebration dates will apply in lieu of former traditional dates of celebration.

7.1.2 Holiday Occurs on Saturday or Sunday: In the event that any of the above holidays falls on a Sunday, the day off allowed with pay will be the following Monday. If any of the above holidays falls on a Saturday, the day off allowed with pay will be the preceding Friday. This provision does not apply to shift employees in the Department of Environmental Management and Engineering or to Police Radio Dispatchers (CAD).

7.1.3 Holiday Pay (Not Assigned to Work): A full-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay; "Less-Than-Full-Time" employees shall be entitled to the holidays occurring during their actual engagement.

A full-time Police Radio Dispatcher (CAD) who is not scheduled to work on a designated holiday will receive another day off with pay which must be scheduled within the following fiscal quarter. The rate of pay will be at the rate in effect on the designated holiday.

7.1.4 Holiday Pay (Assigned to Work):

Compensation for work performed on holidays shall be at the rate of three (3) times the normal rate of pay (which includes holiday pay) for the first eight (8) hours of work and after said eight (8) hour period at double time; further excepting all shift workers who are scheduled to work on such holiday, such shift workers shall receive double (2x) time rate and an in lieu day off.

When shift workers are scheduled to work on paid Holiday they shall be paid at the rate of double (2x) time the normal rate of pay and an in-lieu day off.

7.1.5 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

7.1.6 Special Town-Designated Holidays: In the event that the Town desires to grant an additional day off or special celebration or a special memorial day, it may do so and such additional day shall not diminish the number of paid holidays agreed to herein, or the Town shall have the option to grant said day off or pay employee in lieu thereof.

7.2 Vacation Leave

7.2.1 Vacation Entitlement:

Each represented employee shall be entitled to a vacation in accordance with the vacation credit schedule set forth in 7.2.1 or 7.2.3 of this Article. Vacations shall be arranged throughout the year with the employees selecting their vacation periods on the basis of seniority (to be based upon date of hiring). All vacation picks shall be filed by the employee in writing with the Department head by February 1st of each year (except that Police Radio Dispatchers will continue with the current practice of picking with squads in the Police Department). The Department head shall have thirty (30) days to approve or deny the request and if the Department head fails to respond, the vacation will be deemed granted. Notwithstanding anything herein the Department head shall have the right to cancel the approval in the event of an emergency necessitating the employee being at work, including but not limited to a natural disaster, extreme weather or other emergency situation as determined by the Department head.

7.2.2 Vacation Scheduling:

Vacation scheduling shall be directly related to the work load of each department and no vacation period will be allowed at any time which will cause necessary functions of that department to be held up or delayed. If the employee cannot be granted a vacation for the convenience of the Town, then in such event such vacation, if not otherwise used by the employee, shall be carried over to the next year without being deducted from the total of accumulated vacation days. However, at the option of the Town, the employee shall be paid at regular time for such held over vacation.

7.2.3 Accumulations of Vacation Credits:

Employees with more than twenty (20) days vacation shall be allowed to accumulate all vacation days beyond twenty days in any one year up to a maximum number of days the employee is

entitled to under the vacation schedule hereinafter set forth. The maximum, accumulation shall be thirty (30) days. Any other vacation credits not utilized by the end of the calendar year cannot be accrued or credited over to the following year and shall be considered as canceled, except as otherwise provided in Section "B" of this Article.

7.2.4 Annual Buy-Back:

An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment will be made in a separate check within the pay period following the date the request was made. Payment will be at the employee's then current rate of pay.

7.2.5 Single Day Vacation Requests:

An employee shall be entitled to take one (1) week of vacation by individual days subject to the approval of the department head.

7.2.6 Vacation Illness Variance:

An employee on vacation who becomes ill and requires hospitalization when on vacation time may use sick time, if any, for that part of the vacation during which the employee is ill for the remainder of the illness, and the vacation period will be extended for such period of sickness or the employee shall retain vacation credits for such period of sickness, provided that proper written notice is given to the department head and that doctor's certificate describing such illness and the duration and prognosis thereof is submitted by such employee.

7.2.7 Special Rules, Highway Department:

All represented employees in the Highway Department, if entitled to vacation, shall be required to take two weeks' vacation during the first ten working days in July after the first Sunday. However, by mutual agreement between the employee and the Town, other vacation days may be arranged. The remainder of their vacation time, if any, shall be arranged pursuant to the General Rules set forth in Section 1 of this Article.

7.2.8 Vacation Separation Credits:

Unused vacation credits for any one (1) year together with accumulated vacation time shall be paid for at the time of separation from service in accordance with the above.

7.2.9 Vacation Credit Schedule:

A. New Employees: New employees shall earn no credit during the first four (4) months of their employment. After completion of four (4) months employment, an employee shall be

credited with one (1) day per month for the next ensuing eight (8) months so that upon the employee's anniversary date he or she will receive four (4) days for a total of twelve (12) days.

B. Continuous Service Employees: Each employee with continuous service shall be entitled to vacation credits to be credited to the employee on January 1st of each year. The basic vacation for all employees who have been continuously employed for one or more shall be eight days. After an employee has been continuously employed for one year, such employee shall be entitled to additional vacation credits in accordance with the following schedule:

COMPLETED YEAR OF CONTINUOUS SERVICE	TOTAL VACATION CREDITS
1 Year	12 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days (3 weeks)
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days (4 weeks)
11 years	20 days
12 years	21 days
13 years	21 days
14 years	22 days
15 years	22 days
16 years	23 days
17 years	23 days
18 years	24 days
19 years	24 days
20 years	25 days (5 weeks)

7.2.10 Vacation Pre-creditation:

Where an employee would be entitled to an additional vacation credit by reason of an additional completed year of continuous service, such additional vacation credit shall be credited to such employee on the January 1st prior to the anniversary date of employment in which year an additional vacation credit would be credited. However, in the event such additional vacation credit is utilized by such employee prior to said employee's anniversary date of employment and said employee's service terminated prior to such date, an equivalent of one day's pay shall be deducted from such employee's final pay.

7.2.11 Continuous Service Defined:

"Continuous Service" as used in this Section shall be computed from the date of hiring of an employee, except where an employee has been separated from the department or that their employment was terminated for more than one year as in accordance with Civil Service Law, such continuous service shall be computed from the date of the return to full employment.

7.2.12 Termination of Employment:

At the time of termination of employment, a represented employee will be paid accrued vacation time to date of termination of employment at the employee's then current rate of pay. It shall not, however, apply upon termination of employment for disciplinary reasons or in the event of retirement or resignation after charges have been preferred. In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.

7.2.13 Layoff:

If a covered employee is laid off, such employee shall be given one (1) week's severance pay in addition to any accrued vacation time, but the Town is not required to give any advance notice to employees for "layoff" purposes.

7.3 Sick Leave

7.3.1 Sick leave with pay is the privilege rather than the right of the employee. The Town may seek to take disciplinary action against employees abusing sick leave privileges, such as; misuse of sick leave and/or a pattern of sick leave abuse.

7.3.2 Use of Sick Leave: Sick leave shall be authorized in the event of the illness or other physical disability of the employee up to the full extent of accumulated sick leave credits and in the event of the illness or death of a member of the immediate family (parents, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, sibling, maternal and paternal grandparents) of the employee up to a maximum of twenty-one (21) days in one calendar year of the amount of accumulated credits. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours.

Sick leave credits may be used in one-hour units or any multiple thereof, but not less than one-half the employee's normal working day.

7.3.3 Leave Credits:

- A. All employees who are hired on or before April 7, 2008, shall earn sick leave credits at the rate of one and three-fourths (1.75) working days per completed month of continuous service for a total of twenty-one (21) working days per year to be credited on the last day of each month. No sick leave credits shall be earned by an employee

during any month when on leave of absence with pay for one-half (1/2) or more of the month.

- B. All employees who are hired on or after April 7, 2008, shall earn sick leave at the rate of one working day per completed month of continuous service for a total of twelve working days per year to be credited on the last day of each month. In the second year of employment, employees shall accrue one (1) sick day per month; in years three and four of employment, employees shall accrue one and one quarter (1.25) sick days per month and on and after the fifth anniversary date, employees shall accrue one and one-half (1.50) days per month.
- C. All employees hired on or after January 1, 2013, shall earn sick leave credits at the rate of one and one-quarter (1.25) working days per completed month of continuous service for a total of fifteen (15) days per year to be credited on the last day of each month. No sick leave credits shall be earned by an employee during any month when on leave of absence with pay for one-half (1/2) or more of the month.

7.3.4 Accrual During Leaves of Absence and Absence on Workers' Compensation: No sick leave credits shall be earned by an employee during any month when on leave of absence without pay for one-half or more of the month. Effective January 1, 2018, an employee absent from work because of occupational injury or disease will not accrue sick leave credits during the period of his or absence on workers' compensation.

7.3.5 Accumulation: There is no maximum accumulation of sick leave credits.

7.3.6 Notification of Sick Leave: The employee is responsible for notifying the appropriate supervisor each time sick leave is taken and the reason thereof. Advance notification should be given whenever possible, and in any event, notification must be given no later than one hour before the employee's normal time for reporting for work.

7.3.7 Medical Verification: Before absence for personal illness or disability may be charged against accumulated sick leave credits, the appointing authority may require such proof of illness or disability as it may deem satisfactory, or may require the employee to be examined at the expense of the Town by a physician designated by the appointing authority. Proof of illness need not be furnished until after three days absence or until the Town can justifiably document that the employee is demonstrating a pattern of sick leave abuse.

Sick leave with pay is the privilege rather than the right of the employee. The Town may seek to take disciplinary action against employees abusing sick leave privileges, such as misuse of sick leave and/or a pattern of sick leave abuse.

7.3.8 Failure to Provide Proof: Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence

indicating that the physical condition of the employee was such as not to justify absence from work, or any other abuse of sick leave privilege shall be cause for disciplinary action.

7.3.9 Return to Work Physical Examination: The appointing authority may require an employee who has been absent because of personal illness or disability, prior to and as a condition of the employee's return to work, to be examined at the expense of the Town, by a physician designated by the appointing authority, to establish that the employee is not disabled from the performance of the employee's normal duties and that the return to work will not jeopardize the employee's own health and the safety or the health and safety of other employees.

7.3.10 Sick Leave Transfer: When an employee is transferred within the Town service, the employee's accumulated sick leave credits shall be transferred accordingly. The releasing department is responsible for notifying, in writing, the gaining department of the amount of such transferred credits.

7.3.11 Retirement Credit: The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty-five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days \div 260 = .50 or 6 months additional service credit. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment.

7.3.12 Retirement Buy-Back: An employee who retires directly from the Town and has been granted a retirement benefit from the New York State Employees' Retirement System will receive payment for those unused sick leave credits in excess of the hourly equivalent of 165 days up to the hourly equivalent of 30 days. For example, a forty-hour per week employee who has accumulated 200 days of sick leave credits may apply the first 165 days of sick leave credits to the 41-j benefit described in 7.3.12, above, and then would receive full payment for the next thirty days of sick leave credits; no remuneration would be made for the remaining 5 days. Payment will be at the employee's rate of pay at the time of retirement. [Agreed 6-28-07]

7.3.13 Termination of Employment: An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave. [Agreed 5-23-07]

7.4 Personal Leave

7.4.1 Allowance (front-loaded): Personal leave days are credited to each full-time employee on January 1st of each year for use during the following twelve months. All full-time employees are entitled to a total not to exceed the hourly equivalent of six days in any year (40-hour employees receive 48 hours per year; 37.5-hour employees receive 45 hours per year; 35-hour employees receive 42 hours per year). A "less-than-full-time" employee will be credited with paid personal leave prorated by the average number of hours the employee normally works in a year.

7.4.2 New Employees: A full-time employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. Thereafter, the employee will be credited January 1st for use during that year.

7.4.3 Accumulation: Any unused personal leave at the end of each calendar year shall be credited to sick leave accumulation.

7.4.4 Use of Personal Leave: Personal leave is leave with pay for personal business, including religious observance and personal emergencies.

7.4.5 Scheduling: Personal leave maybe taken only with prior approval of the department head; however, represented employees need not indicate their reason for using this time. Personal leave credits can be used in units of not less than one-half the employee's normal workday.

7.4.6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave

7.5 Bereavement Leave

7.5.1 A. On the occasion of death in the immediate family (which shall include: parents, spouse, child, grandparents, brother, sister, and domestic partners of the employee) shall be entitled to five days bereavement leave at full pay, not chargeable to leave accruals.

B. On the occasion of death of mother-in-law, father-in-law, brother-in-law, sister-in-law, employees shall be entitled to three days bereavement leave at full pay, not chargeable to leave accruals

7.6 Jury Duty

7.6.1 Leave of Absence: Upon proof of the necessity of jury service, or of attending court pursuant to subpoena or other order of the court, an employee shall be granted leave of absence without loss of pay or leave credits for whatever period of time may be required.

7.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must submit a copy of the notice to the appropriate Department Head.

7.6.3 Return to Duty: In the event an office or clerical employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work.

In the event a Police Radio Dispatcher (CAD) or any non-clerical employee is released from jury duty on a given day and there are three or more hours remaining in the employee's scheduled workday, the employee must report to work.

7.7 Civil Service Examinations

7.7.1 Upon due notice and presentation of an admission slip for the examination to the appropriate department head, an employee shall be given leave without loss of pay or leave credits to take any County Civil Service examination.

7.8 Military Leave

7.8.1 The appointing authority shall grant any leave of absence in accordance with Federal and State law.

7.8.2 Leaves of absence shall be granted in accordance with Rule XIX of the Rules of the Classified Civil Service of Rockland County and in accordance with Section 243 of the Military Law of the State of New York.

7.8.3 Any employee shall be excused without loss of pay or leave credits for the purpose of taking examinations as ordered by Selective Service.

8 UNPAID LEAVE

8.1 Leaves of Absence without Pay

8.1.1 General Terms: A leave of absence without pay not to exceed one year may be granted to an employee by the Town Board. Any such leave of absence or extension thereof shall be granted for a specific period of time. However, with the concurrence of the employee, the appointing authority may terminate such leave prior to its expiration.

8.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave.

8.1.3 Conditions of Leave: The Town Board will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.

8.1.4 Child Care: An employee, upon request, shall be given child care leave without pay by the appointing authority for any period of time requested up to six months, which may be extended by the appointing authority up to one year.

9 INSURANCE

9.1 Medical Insurance

9.1.1 A. The Town currently provides hospital and medical insurance to its employees, dependents and retirees through the New York State Health Insurance Program (NYSHIP) Empire Plan. The Town shall have the right to change the health insurance carrier for employees, dependents and retirees provided through either the current New York State Health Insurance Program (NYSHIP) Empire Plan or another plan that provides benefits that are "equivalent to or greater than" those provided by the New York State Health Insurance Program (NYSHIP) Empire Plan in place at this time. If the Town intends to effectuate a change in the health insurance carrier, it must submit the new program information to the CSEA for its review and approval at least 90 days prior to the intended change for it to ascertain whether the plan is "equivalent or greater than" the New York State Health Insurance Program (NYSHIP) Empire Plan. Any disputes concerning whether the benefits are equal to the Empire NYSHIP plan shall be resolved by expedited binding arbitration. It is understood that no change can take place before a decision is rendered by NYSPERB (New York State Public Employment Relations Board).

B. For employees hired on or before April 7, 2008, the Town will provide such insurance at no cost to the employee;

C. Employees hired on or after April 8, 2008, but before December 31, 2012, shall contribute ten percent (10%) of the individual or family plan rate (depending on the coverage they choose) for a period of fifteen (15) years from the date of their initial contribution;

D. Employees hired on or after January 1, 2013, shall contribute seventeen (17%) percent of the individual or family plan rate (depending on the coverage they choose) during their employment with the Town.

E. 1. For employees hired before December 31, 2012, the Town shall continue to provide fully paid health coverage for retirees and spouses for an employee who has worked for the Town for ten (10) years or more. In the event of the death of the retired employee, their spouse shall be offered to maintain their coverage at the group (Town) rates.

2. For employees hired on or after January 1, 2013, the Town shall continue to provide fully paid health coverage for retiree and spouse for an employee who has worked for the Town for fifteen (15) years or more. In the event of the death of the retired employee, their spouse shall be offered to maintain their coverage at the group (Town) rates.

9.1.5 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not be eligible for Town-sponsored medical insurance coverage, except as provided under state and federal laws.

9.2 Medical Insurance Buy-Out

9.2.1 Eligibility: A full-time employee or retiree who is eligible for medical insurance coverage made available through the Town 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 or retiree 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 Town who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan and will not be eligible for this buy-out.

9.2.2 Amount of Buy-Out: Starting in 2018, the employee or retiree will receive compensation for the coverage the employee or retiree is eligible for (individual, two-person or family) at \$4500.00 for an individual and \$9500.00 for a family plan. The buy-out is subject to applicable taxes.

9.2.3 Method of Payment: Partial payment of the buy-out will be made in a separate paycheck in each biweekly pay-period the employee or retiree is eligible for the buy-out.

9.2.4 Reinstatement: In the event the employee or retiree loses coverage under the alternate insurance plan, the employee or retiree may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee or retiree giving notice, provided the employee or retiree gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee or retiree may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

9.3 Dental Plan

9.3.1 Eligibility: The Town will provide full-time unit members with the CSEA Family Equinox Dental Plan which rates shall be guaranteed as follows:

7/1/16-6/30/17	\$125.84 month	\$1,510.08 annual
7/1/17-6/30/18	\$132.13 month	\$1,585.56 annual
7/1/18-6/30/19	\$134.77 month	\$1,617.24 annual
7/1/19-6/30/20	\$137.47 month	\$1,649.64 annual
7/1/20-6/30/21	\$141.59 month	\$1,699.08 annual

9.3.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed.

9.3.3 Premium Payment: The Town will pay the full premium for individual or family dental coverage, as the case may be.

9.4 Optical Plan

9.4.1 Eligibility: The Town will provide full time unit members with the CSEA Family Platinum-12 Vision Plan which rates shall be guaranteed as follows:

7/1/16-6/30/17	\$24.34 month	\$292.08 annual
7/1/17-6/30/18	\$24.34 month	\$292.08 annual
7/1/18-6/30/19	\$24.34 month	\$292.08 annual
7/1/19-6/30/20	\$24.34 month	\$292.08 annual
7/1/20-6/30/21	\$24.35 month	\$292.08 annual

9.4.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed.

9.4.3 Premium Payment: The Town will pay the full premium for individual or family optical coverage, as the case may be.

9.5 Pre-Tax Medical and Dependent Care Expenses

9.5.1 Eligibility: Effective January 1, 2008, a full-time employee who has completed the probationary period is eligible to enroll in a pre-tax reimbursement account in accordance with Section 125 of the Internal Revenue Service Code, provided all eligibility requirements of the plan are met and the requisite forms have been completed.

9.5.2 Pre-Tax Insurance Premiums: An employee may elect to pay the employee's contribution, if any, towards medical insurance premiums with pre-tax dollars.

9.5.3 Flexible Spending Accounts: An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account, dependent care flexible spending account, or both. Money set aside in an employee's medical care flexible spending account may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care flexible spending account may be used to cover eligible day care and nursery school expenses for covered dependents.

9.5.4 Election Changes: Eligible employees may enroll or decline coverage in the pre-tax reimbursement plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the Internal Revenue Service. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one calendar days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

10 DISABLED EMPLOYEES

10.1 Workers' Compensation Insurance

10.1.1 Use of Leave Credits: Any employee who is necessarily absent from work because of occupational injury or disease, as defined in the Workers' Compensation Law, and such injury or disease results in the award of Workers' Compensation shall be entitled to leave with full pay for up to six (6) months, including an initial waiting period. The compensation insurance carrier shall reimburse the Town of Orangetown for any insurance benefits payable. Any such absence shall not be charged against accumulated sick leave credits for the six (6) months of such absence.

Effective January 1, 2018, an employee absent from work because of occupational injury or disease will not accrue sick leave credits during the period of his or her absence on workers' compensation. This shall apply only to new cases and/or injuries.

10.1.2 Proof of Injury or Disease: Before allowing any such leave with pay, the appointing authority shall require such proof of the nature of the occupational injury or disease and such proof of the employee's inability to return to work during this initial period as it may deem satisfactory.

10.1.3 Physical Examination: The appointing authority may require an employee who has been absent because of such occupational injury or disease prior to and as a condition of the employee's return to work, to be examined at the expense of the Town by a physician designated by the appointing authority to establish that the employee is not disabled from the performance of the employee's normal duties and that the return to work will not jeopardize the employee's own health and safety or the health and safety of other employees.

10.1.4 Leave Limitation: Leave with pay may be withheld or terminated if the appointing authority determines that the injury or disease is of such a nature as to permanently prevent the employee from performing the duties of the employee's position.

10.2 Transitional Duty Program

10.2.1 Preamble: 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 Town 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 an "as-available" basis, require such employee to return to work in a Transitional Duty assignment. 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.

10.2.2 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 Town will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

10.2.3 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 and/or have a different schedule than the employee's regular position.

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

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

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

10.3 Extended Sick Leave

10.3.1 Granting of Extended Sick Leave: The Town Board, upon the request of the department head, may grant an extension of sick leave with pay to a represented permanent employee who has used up all sick leave; vacation, and compensatory leave credits, provided however that compensation for such extended sick leave be at one-half the normal pay of such employee and

that extension not exceed one month for each completed two years of continuous Town service. After extended sick leave, the Town Board may grant up to one year leave of absence without pay.

10.3.2 Amount of Extended Sick Leave: In determining the amount of leave with one-half pay which may be granted an employee, all such leaves granted in the past are considered. However, leaves with one-half pay granted prior to January 1, 1966 are not to be included in calculating the amount of leave which may be granted. Employees do not accrue vacation, sick leave or other credits while on sick leave with one-half pay.

11 GENERAL PROVISIONS

11.1 Training Program

11.1.1 General Terms: The Town agrees to provide an In-service Training Program, the details of which are to be worked out by the Labor/Management Committee. The purpose of each Training Program will be to provide training to those persons seeking to learn the proper and efficient use of equipment owned by the Town and for improving skills of the employees in order to enable them to take promotional examinations as they may be scheduled from time to time by the Rockland County Department of Personnel.

11.2 Safety and Health

11.2.1 Electronic Warning Systems (Department of Environmental Management and Engineering):

The Town agrees to install an electronic warning system which will allow an employee on the late shift (11:00 p.m. to 7:00 a.m.) in the Waste Water Treatment Plant to alert the Police Department in cases of imminent personal danger. The Town further agrees that until this system is installed the "buddy system" will be maintained on the 11:00 p.m. to 7:00 a.m. shift.

Individuals who hold the position as laborers "Grade 9" shall be assigned at regular time (40 hours per week) to serve as a second person or "buddy" in accordance with 11.2.1.

To the extent that any employee shall serve as a second person or "buddy" on an overtime basis, such employee shall receive such overtime assignment per shift on a rotating basis from an assignment list which shall be made from among those Department of Environmental Management and Engineering employees who hold the following positions: Sewer System Mechanic, Maintenance Mechanic, Maintenance Equipment Operator, Sludge Process Operator, Senior Incinerator Operator, Assistant Shift Operator, Maintenance Mechanic II, Maintenance Mechanic I, Laborer.

The assignment list for such assignments shall be established on a seniority basis with years of service as an employee of the Town of Orangetown controlling. The persons on the above list shall

each be provided with an opportunity to work an overtime assignment on a rotating basis by seniority before there are any second overtime assignments to any individual.

11.2.2 Safety Shoes: The Town shall provide safety shoes to employees, where necessary, to provide protection for those employees whose jobs require such protection. The Town, in its discretion, shall determine those individual to be issued safety shoes pursuant to this provision. An employee, upon issuance of safety shoes, shall sign a receipt acknowledging the issuance of such shoes to said employee. Failure of an employee to whom safety shoes have been issued to wear said shoes while employed, shall be grounds for disciplinary action by the Town against said employee. The amount to be paid towards a new or replacement pair of safety shoes shall be \$200.00 per pair, a limit of twice per year.

11.2.3 Physicals (Department of Environmental Management and Engineering and Department of Parks, Recreation, and Building Maintenance only): Department employees shall, at their option, be examined by a Town designated physician once every two years at Town cost.

11.2.4 Motor Vehicles: The Town agrees that no employee will be ordered to drive any motor vehicle which does not meet the safety requirements as set forth in the Vehicle and Traffic Law of the State of New York.

11.2.5 Snow Removal Procedures: The Town agrees to assign presently employed laborers as helpers to assist the Motor Equipment Operator on snow removal vehicles after eight hours of continuous work, if no radio is in the truck. The Town agrees that there are two routes which could be deemed to be hazardous and on these routes, the Town will provide a helper to assist the driver during the snow plowing of said routes. Should there be a dispute over hazardous conditions on any other route, the Town and the Union will submit this matter to a mutually agreed upon qualified expert for his report and recommendations to the parties. Upon receipt of said recommendations, the Town will comply therewith if feasible with respect to the conditions and the equipment available at the time or provide a laborer to assist the driver of the vehicle on such route during the snow plowing.

11.2.6 Manhole Safety: The Town agrees that no less than two employees be scheduled on each assignment such as entering deep manholes and deep catch basins. The Department will establish a Standard Operating Procedure related to notifying the Police Department when night employees enter pump stations or when on night shift operations.

11.2.7 First Aid Equipment: The Town agrees that first aid kits shall be supplied with all working vehicles for the treatment of minor injuries.

11.2.8 Open Trench Safety: The Town agrees that no employee will be required to enter an open trench to work therein without the proper shoring where the hazards of cave-in are present in accordance with the Labor Industrial Code of the New York State Department of Labor.

11.3 Uniforms

11.3.1 Uniforms: The Town will during the term of this Collective Bargaining Agreement provide uniforms for non-clerical employees in the Highway Department, Department of Parks, Recreation, and Building Maintenance, and Department of Environmental Management and Engineering and shall provide for cleaning and laundering of the same. The uniform furnished by the Town is not to be worn by the employee at any time when the employee is working for any other person or performing any work outside of the employee's duties for the Town. A violation of this provision shall be cause for disciplinary action.

For the purpose of this section, the standard issue of uniform shall consist of five long-sleeved shirts for cold seasonal wear, five short-sleeved shirts for warm seasonal wear, five pair of pants for year-round wear, three T-shirts, one zippered hooded sweatshirt, and one zippered safety parka.

11.3.2 Work Gloves and Foul Weather Gear: The Town will provide work gloves with uniforms. Foul weather gear and work gloves shall be replaced by the Town if worn out and only when and if the employee turns in the worn out equipment. If, after quarterly inspection, work gear and/or gloves are missing, the employee will be responsible to purchase such equipment at the employee's own expense.

11.3.3 New Employees: After employment, a new employee will receive the standard issue of uniform by the end of three weeks of continuous employment by the Town. The standard issue of uniform shall include foul weather gear.

11.4 Pension Plan

11.4.1 The Employer shall provide Section 75-i of the Retirement and Social Security Law for all employees enrolled in Tier I and II of the New York State Retirement System. Tier III and IV employees shall be covered by the Employer under the New York State Retirement System Laws pertaining to them.

11.4.2 The Employer shall provide all Tier employees (I, II, III, and IV) with option 41-j application of unused sick leave credits upon retirement; and section 60-B guarantee ordinary death benefits.

11.4.3 Upon the hiring of a new employee, the Town will provide the necessary application forms for enrollment in the aforementioned benefits. It shall be the employee's responsibility to return the completed forms to the appointing authority.

11.5 Workplace Amenities

11.5.1 Telephone – Town Garage: The Town agrees to continue to maintain the coin operated telephones located at the Town Garage.

11.5.2 Coffee Maker – Town Garage: It is understood and agreed that the employees represented by this Agreement shall have the right to install a coffee maker in the Town Garage.

12 JOINT COMMITTEES

12.1 Labor-Management Committee

12.1.1 General Terms: There shall be hereby established a Labor/Management Committee consisting of no more than three Town designees and three Union designees. In addition, each group of designees shall be entitled to be represented by counsel. The Committee shall meet for not more than one hour per month on Town time. However, if mutually agreed by both parties, this time can be extended beyond one hour. The purpose of this Committee is to discuss labor relations matters including the authority to study issues relating to salary.

12.1.2 Medical Insurance: The Labor/Management Committee established herein shall be charged with the responsibility of reviewing and studying the costs of medical insurance premiums, projected increases, alternative possibilities, comparative descriptions with plans offered by other public employers, and such other matters as may be germane to a thorough assessment of the medical insurance package.

Should either the Town or Association object for any reason to having the Labor/Management Committee noted herein conduct the study of the medical insurance package as described, then the Town and Association shall create a separate joint committee consisting of two representatives from each party whose exclusive charge will be to conduct the aforementioned study of the medical insurance package.

12.2 Safety Committee

12.2.1 General Terms: There shall be hereby established a Safety Committee to discuss safety matters. There shall be an equal number of members from bargaining unit and non-bargaining-unit employees. The President of the bargaining unit shall designate the representatives from the bargaining unit.

12.3 Committee Procedures

12.3.1 General Terms: Committees shall meet within fourteen calendar days upon written notice of either Committee Chairperson stating the purpose of the meeting. The meeting shall be conducted by agenda. The recommendations of the Committee shall be submitted to the parties within fourteen calendar days of such meeting or as adjourned and shall be advisory in nature.

12.4 Labor Negotiating Committee

12.4.1 General Terms: The Town and the Union shall each designate four representatives to act as labor negotiators under the Collective Bargaining Agreement or in negotiating for a new or renewal labor agreement hereunder.

12.4.2 Release Time for Negotiations: The Unit President and up to four employees designated by the Union will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 Definition: For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

13.1.2 Step One: An employee who claims to have a grievance shall present the grievance on the CSEA grievance form to the employee's Department Head within thirty calendar days of knowledge of occurrence. The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought.

The Department Head shall hold a meeting with the employee and the Union within seven work days of the receipt of the grievance.

Within five days after having the above meeting, the Department Head shall make a decision and communicate the same in writing on the CSEA grievance form to the employee and the Union.

13.1.3 Step Two: If the Union is not satisfied with the decision made by the Department Head, the Union may, within five days of the receipt of the written decision request in writing a meeting with the Town Supervisor and/or designee. The written request will be attached to a copy of the grievance form showing the answer of the Department Head.

Within ten days of receiving the above written response, the Town Supervisor, and/or designee, shall hold a meeting with the Union regarding said grievance.

Within five days after having the above meeting, the Town Supervisor, and/or designee, shall make a decision and communicate the same in writing on the CSEA grievance form to the Union.

13.1.4 Step Three: If the Union is not satisfied with the decision made by the Town Supervisor, and/or designee, the Union shall within ten days of the receipt of the decision file a demand for arbitration with the State of New York Public Employment Relations. The parties agree that CSEA, Inc. shall determine in all instances whether a grievance on behalf of an employee shall proceed or shall not proceed to arbitration.

13.1.5 Step Four: The parties agree that in the event that a demand is filed with the State of New York Public Employment Relations Board that they will follow PERB rules and procedures for selecting an arbitrator and arbitration.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The arbitration shall not have the authority or right to add or subtract from or modify any of the terms of this collective bargaining agreement. The decision of the arbitrator shall be final and binding upon the parties involved. The fees and expenses of the arbitrator shall be shared equally by the Town and the Union.

13.2 Disciplinary Procedure

13.2.1 Discipline for Just Cause: The Town agrees to give tenure to non-competitive and labor class employees and protection under Section 75 of the Civil Service Law upon the completion of one year of service.

13.2.2 Notice of Discipline: The Town agrees that in the event disciplinary action is to be taken, prior notice of said action shall be sent to the President of the Town of Orangetown Unit of the CSEA by certified mail.

13.3 Alcohol and Drug Testing

13.3.1 Federally Mandated Policy: The Town and the CSEA Union have agreed to a policy and procedure - see Schedule "D" annexed.

The parties agree that the CDL Alcohol Procedures as executed between the parties on March 18, 1997, shall control in such programs subject to changes required by amendments to the Federal Laws, which changes shall be discussed or negotiated by the parties unless such changes are mandated as a matter of law.

13.3.2 Accident Involving Town Vehicles: In addition, the Town and the Union have also agreed that if a Town employee not covered under Schedule "D" (Federally Mandated Alcohol and Drug Testing Policy and procedure for Safety Sensitive Employees) of this agreement has an accident driving a Town vehicle, the employee shall be tested for drug and/or alcohol according to the post-accident provisions outlined in Schedule "D".

14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2017 through December 31, 2020, unless otherwise agreed to by the parties.

14.2 Distribution of Agreement

14.2.1 Distribution to Supervisors: The Town agrees to send a copy of this Collective Bargaining Agreement to each department and division head, so that the supervisory personnel in all departments and divisions will be aware of the rights of the employees.

14.3 Past Practices / Complete Agreement

14.3.1 Past Practices: All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer, unless specifically excluded by this Collective Bargaining Agreement, shall remain in full force and effect during the life of this Collective Bargaining Agreement.

14.3.2 Complete Agreement Clause: This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the Employer and the Union or any individual employee covered by this Collective Bargaining Agreement is hereby superseded.

14.4 Savings Clause

14.4.1 If any Article or part thereof of this Collective Bargaining Agreement or any addition thereto should be decided as in violation of any federal, state or local laws; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Collective Bargaining Agreement or any addition thereto shall not be affected.

14.4.2 If a determination or decision is made as per 14.1.1, above, the parties to this Collective Bargaining Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

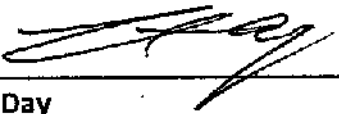
14.5 Legislative Action

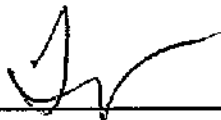
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

14.6 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on 7/25/18.

TOWN OF ORANGETOWN


Chris Day
Town Supervisor


Teresa Kenny
First Deputy Town Attorney

CIVIL SERVICE EMPLOYEES ASSOCIATION


Unit President


Labor Relations Specialist

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SCHEDULE A – EXCLUSION LIST
ARTICLE I – SECTION 1-A
RECOGNITION – “EXCLUSIONS”

POLICE

ELECTED OFFICIALS:

SUPERINTENDENT OF HIGHWAYS
TOWN CLERK
TOWN COUNCIL
TOWN JUDGES
TOWN SUPERVISOR

APPOINTED OFFICIALS:

ANIMAL CONTROL OFFICERS
APPOINTED BOARDS & COMMISSIONS
ASSISTANT FIRE SAFETY INSPECTOR (PT)
ASSOCIATE JUSTICE COURT CLERK
ASSESSOR
BUILDING SUPERINTENDENT (PT)
CHIEF OPERATOR GRADE 4 (WASTEWATER)
CHIEF OPERATOR GRADE 3 (WASTEWATER)
COMMISSIONER OF ENVIRONMENTAL MANAGEMENT & ENGINEERING
CONFIDENTIAL ASSISTANT TO TOWN SUPERVISOR
COURT CLERK
CLERK OF THE WORKS I
CLERK OF THE WORKS II
DEPUTY TOWN ATTORNEY (PT)
DEPUTY TOWN CLERK
DIRECTOR OF AUTOMATED SYSTEMS
DIRECTOR OF ENVIRONMENTAL MANAGEMENT & ENGINEERING
DIRECTOR OF FINANCE
DIRECTOR OF OFFICE OF BUILDING, ZONING & PLANNING ADMINISTRATION &
ENFORCEMENT
HIGHWAY MAINTENANCE SUPERVISOR III
HUMAN RESOURCES COORDINATOR
LEGAL STENOGRAPHER
PARKING ENFORCEMENT AIDE (PT)
PERSONNEL ADMINISTRATOR
SECRETARIAL ASSISTANT LEGAL
SENIOR ADMINISTRATIVE ASSISTANT
SUPERINTENDENT OF PARKS & RECREATION
SUPERVISOR PARKING ENFORCEMENT (PT)
TOWN ATTORNEY
TOWN CURATOR
TOWN HISTORIAN (PT)

SCHEDULE B-1
POSITION LIST - 35 HOURS PER WEEK

<u>TITLE</u>	<u>GRADE</u>
ACCOUNTANT I	14
ACCOUNT CLERK	4
ACCOUNT CLERK TYPIST	4
ADMINISTRATIVE AIDE (PLANNING)	11
ADMINISTRATIVE SECRETARY (SUPERVISOR)	12
ADMINISTRATIVE SECRETARY I	12
ASSESSING CLERK I	7
ASSESSING CLERK II	15
ASSISTANT ACCOUNT KEEPING SUPERVISOR	24
ASSISTANT BUILDING INSPECTOR	15
ASSISTANT COURT CLERK	12
ASSISTANT FIRE SAFETY INSPECTOR	15
BUILDING PLANS EXAMINER	15
CHIEF CLERK - BOARDS & COMMISSIONS	15
CLERK	2
CLERK (55A)	4
CLERK STENOGRAPHER	4
CLERK TYPIST	2
CLERK TYPIST (LFT)	2
CODE ENFORCEMENT OFFICER II	13
CODE ENFORCEMENT OFFICER III	15
COMPUTER NETWORK SPECIALIST	16
COMPUTER OPERATOR	12
COURIER	2
DATA ENTRY OPERATOR	9
DEPUTY RECEIVER OF TAXES & ASSESSMENTS	10
DEPUTY BUILDING INSPECTOR	16
EMPLOYEE BENEFITS CLERK	6
ENGINEER I	14
ENGINEER II	20
ENGINEER III	25
FILE CLERK (55A)	4
FIRE SAFETY INSPECTOR	16
INFORMATION SERVICES & EQUIPMENT SPECIALIST	15
INFORMATION SERVICES & RECORDS MANAGEMENT SPECIALIST	15
MAIL CLERK	3

SCHEDULE B-1
POSITION LIST - 35 HOURS PER WEEK (CONT'D)

<u>TITLE</u>	<u>GRADE</u>
PRINCIPAL ACCOUNT CLERK	15
PRINCIPAL CLERK TYPIST	10
PRINCIPAL CLERK	10
PRINCIPAL REGISTRY CLERK	10
REAL PROPERTY APPRAISER	15
REAL PROPERTY APPRAISER ASSISTANT	12
REAL PROPERTY DATA COLLECTOR I (LFT)	4
REAL PROPERTY DATA COLLECTOR II	7
REAL PROPERTY VALUATION ASSISTANT	12
RECEPTIONIST	3
RECORDS CLERK TYPIST (LAW ENFORCEMENT)	6
RECREATION INFORMATION CLERK/TYPIST	10
SECRETARIAL ASSISTANT (LEGAL)	10
SECRETARIAL ASSISTANT II	10
SENIOR ACCOUNT CLERK	7
SENIOR CLERK (LFT)	5
SENIOR CLERK	5
SENIOR CLERK STENOGRAPHER	8
SENIOR CLERK/TYPIST	5
SENIOR CLERK TYPIST - LAW ENFORCEMENT	10
SENIOR RECREATION LEADER	15
SENIOR RECORDS CLERK TYPIST	10
SUPERVISOR OF FISCAL SERVICES (TOWNS)	24

SCHEDULE B-2
POSITION LIST - 40 HOURS PER WEEK

<u>TITLE</u>	<u>GRADE</u>
ASSISTANT AUTOMOTIVE MECHANIC	13
ASSISANT GREENSKEEPER	14
ASSISTANT MAINTENANCE SUPERVISOR (SEWERAGE SYSTEMS)	18
ASSISANT OPERATOR GRADE 2 (WASTEWATER)	14
ASSISTANT OPERATOR GRADE 3 (WASTEWATER)	15
ASSISTANT OPERATOR WASTEWATER III	15
ASSISTANT OPERATOR WASTEWATER TRAINEE	14
ASSISTANT PLANT OPERATOR I	11
ASSISTANT PLANT OPERATOR II	14
ASSOCIATE CHEMIST	11
AUTOMOTIVE MECHANIC I	15
AUTOMOTIVE MECHANIC II	16
CUSTODIAL WOKER	9
CUSTODIAL WORKER (55A)	9
CUSTODIAN (55A)	9
GROUNDS EQUIPMENT MECHANIC	13
GROUNDS EQUIPMENT REPAIRER & GROUNDSWORKER	15
GROUNDSWORKER	9
HIGHWAY MAINTENANCE MECHANIC	11
HIGHWAY MAINTENANCE MECHANIC & BODY REPAIRER	15
HIGHWAY MAINTENANCE SUPERVISOR I	17
HIGHWAY MAINTENANCE SUPERVISOR II	18
IRRIGATION SYSTEM MECHANIC	14
LABORER	9
MAINTENANCE ELECTRICIAN (SEWERS)	14
MAINTENANCE MECHANIC I	14
MAINTENANCE MECHANIC I (BUILDINGS)	15
MAINTENANCE MECHANIC I (ELEC)	15
MAINTENANCE MECHANIC I (SEWER)	13
MAINTENANCE MECHANIC II (SEWER)	17
MAINTENANCE SUPERVISOR (GROUNDS)	15
MAINTENANCE SUPERVISOR (AUTOMOTIVE) HIGHWAY	17
MAINTENANCE SUPERVISOR (AUTOMOTIVE) SEWER	17
MAINTENANCE SUPERVISOR SEWERAGE SYSTEMS	20

SCHEDULE B-2
POSITION LIST - 40 HOURS PER WEEK (CONT'D)

<u>TITLE</u>	<u>GRADE</u>
MEO II SEWER	12
MOTOR EQUIPMENT OPERATOR II	12
MUNICIPAL AIDE	9
SENIOR GROUNDSWORKER	13
SEWAGE SYSTEM MECHANIC I	14
SEWER INSPECTOR II	18
SLUDGE PROCESSING EQUIPMENT OPERATOR I	12
WELDER & BODY REPAIRER (HIGHWAY DEPARTMENT)	15

SCHEDULE B-3
POSITION LIST - 37.50 HOURS PER WEEK

<u>TITLE</u>	<u>GRADE</u>
RADIO OPERATOR (CAD)	12

ORANGETOWN CSEA UNIT#8353
 2017 PAY SCHEDULE - 2.25% INCREASE
 OFFICE & CLERICAL
 70 HOURS BI-WEEKLY

	1	2	3	4	5	6/7	8/13	14/18	19/24	25/29	30
2	\$ 37,689	\$ 39,448	\$ 41,121	\$ 42,799	\$ 44,836	\$ 47,024	\$ 49,079	\$ 51,110	\$ 53,453	\$ 56,081	\$ 58,856
3	\$ 39,448	\$ 41,121	\$ 42,799	\$ 44,836	\$ 47,024	\$ 49,079	\$ 51,110	\$ 53,453	\$ 56,081	\$ 58,856	\$ 61,336
4	\$ 41,121	\$ 42,799	\$ 44,836	\$ 47,024	\$ 49,079	\$ 51,110	\$ 53,453	\$ 56,081	\$ 58,856	\$ 61,336	\$ 64,111
5	\$ 42,799	\$ 44,836	\$ 47,024	\$ 49,079	\$ 51,110	\$ 53,453	\$ 56,081	\$ 58,856	\$ 61,336	\$ 64,111	\$ 67,312
6	\$ 44,836	\$ 47,024	\$ 49,079	\$ 51,110	\$ 53,453	\$ 56,081	\$ 58,856	\$ 61,336	\$ 64,111	\$ 67,312	\$ 70,690
7	\$ 47,024	\$ 49,079	\$ 51,110	\$ 53,453	\$ 56,081	\$ 58,856	\$ 61,336	\$ 64,111	\$ 67,312	\$ 70,690	\$ 74,030
8	\$ 49,079	\$ 51,110	\$ 53,453	\$ 56,081	\$ 58,856	\$ 61,336	\$ 64,111	\$ 67,312	\$ 70,690	\$ 74,030	\$ 77,541
9	\$ 51,110	\$ 53,453	\$ 56,081	\$ 58,856	\$ 61,336	\$ 64,111	\$ 67,312	\$ 70,690	\$ 74,030	\$ 77,541	\$ 81,538
10	\$ 53,453	\$ 56,081	\$ 58,856	\$ 61,336	\$ 64,111	\$ 67,312	\$ 70,690	\$ 74,030	\$ 77,541	\$ 81,538	\$ 85,563
11	\$ 56,081	\$ 58,856	\$ 61,336	\$ 64,111	\$ 67,312	\$ 70,690	\$ 74,030	\$ 77,541	\$ 81,538	\$ 85,563	\$ 89,746
12	\$ 58,856	\$ 61,336	\$ 64,111	\$ 67,312	\$ 70,690	\$ 74,030	\$ 77,541	\$ 81,538	\$ 85,563	\$ 89,746	\$ 94,073
13	\$ 61,336	\$ 64,111	\$ 67,312	\$ 70,690	\$ 74,030	\$ 77,541	\$ 81,538	\$ 85,563	\$ 89,746	\$ 94,073	\$ 98,565
14	\$ 64,111	\$ 67,312	\$ 70,690	\$ 74,030	\$ 77,541	\$ 81,538	\$ 85,563	\$ 89,746	\$ 94,073	\$ 98,565	\$ 103,363
15	\$ 67,312	\$ 70,690	\$ 74,030	\$ 77,541	\$ 81,538	\$ 85,563	\$ 89,746	\$ 94,073	\$ 98,565	\$ 103,363	\$ 108,631
16	\$ 70,690	\$ 74,030	\$ 77,541	\$ 81,538	\$ 85,563	\$ 89,746	\$ 94,073	\$ 98,565	\$ 103,363	\$ 108,631	\$ 113,100
17	\$ 74,030	\$ 77,541	\$ 81,538	\$ 85,563	\$ 89,746	\$ 94,073	\$ 98,565	\$ 103,363	\$ 108,631	\$ 113,100	\$ 118,837
18	\$ 77,541	\$ 81,538	\$ 85,563	\$ 89,746	\$ 94,073	\$ 98,565	\$ 103,363	\$ 108,631	\$ 113,100	\$ 118,837	\$ 124,867
19	\$ 81,538	\$ 85,563	\$ 89,746	\$ 94,073	\$ 98,565	\$ 103,363	\$ 108,631	\$ 113,100	\$ 118,837	\$ 124,867	\$ 131,206
20	\$ 85,563	\$ 89,746	\$ 94,073	\$ 98,565	\$ 103,363	\$ 108,631	\$ 113,100	\$ 118,837	\$ 124,867	\$ 131,206	\$ 137,715
21	\$ 89,746	\$ 94,073	\$ 98,565	\$ 103,363	\$ 108,631	\$ 113,100	\$ 118,837	\$ 124,867	\$ 131,206	\$ 137,715	\$ 144,370
22	\$ 94,073	\$ 98,565	\$ 103,363	\$ 108,631	\$ 113,100	\$ 118,837	\$ 124,867	\$ 131,206	\$ 137,715	\$ 144,370	\$ 151,480
23	\$ 98,565	\$ 103,363	\$ 108,631	\$ 113,100	\$ 118,837	\$ 124,867	\$ 131,206	\$ 137,715	\$ 144,370	\$ 151,480	\$ 159,069
24	\$ 103,363	\$ 108,631	\$ 113,100	\$ 118,837	\$ 124,867	\$ 131,206	\$ 137,715	\$ 144,370	\$ 151,480	\$ 159,069	\$ 166,962
25	\$ 108,631	\$ 113,100	\$ 118,837	\$ 124,867	\$ 131,206	\$ 137,715	\$ 144,370	\$ 151,480	\$ 159,069	\$ 166,962	\$ 175,307
26	\$ 113,100	\$ 118,837	\$ 124,867	\$ 131,206	\$ 137,715	\$ 144,370	\$ 151,480	\$ 159,069	\$ 166,962	\$ 175,307	\$ 184,103
27	\$ 118,837	\$ 124,867	\$ 131,206	\$ 137,715	\$ 144,370	\$ 151,480	\$ 159,069	\$ 166,962	\$ 175,307	\$ 184,103	\$ 193,106
28	\$ 124,867	\$ 131,206	\$ 137,715	\$ 144,370	\$ 151,480	\$ 159,069	\$ 166,962	\$ 175,307	\$ 184,103	\$ 193,106	\$ 201,610
29	\$ 131,206	\$ 137,715	\$ 144,370	\$ 151,480	\$ 159,069	\$ 166,962	\$ 175,307	\$ 184,103	\$ 193,106	\$ 201,610	\$ 212,917
30	\$ 137,715	\$ 144,370	\$ 151,480	\$ 159,069	\$ 166,962	\$ 175,307	\$ 184,103	\$ 193,106	\$ 201,610	\$ 212,917	\$ 223,435
31	\$ 144,370	\$ 151,480	\$ 159,069	\$ 166,962	\$ 175,307	\$ 184,103	\$ 193,106	\$ 201,610	\$ 212,917	\$ 223,435	\$ 234,573
32	\$ 151,480	\$ 159,069	\$ 166,962	\$ 175,307	\$ 184,103	\$ 193,106	\$ 201,610	\$ 212,917	\$ 223,435	\$ 234,573	\$ 246,849

ORANGETOWN CSEA UNIT#8353
 2018 PAY SCHEDULE - 2.0% INCREASE
 OFFICE & CLERICAL
 70 HOURS BI-WEEKLY

	1	2	3	4	5	6/7	8/13	14/18	19/24	25/29	30
2	\$ 38,442	\$ 40,237	\$ 41,943	\$ 43,655	\$ 45,733	\$ 47,964	\$ 50,061	\$ 52,132	\$ 54,522	\$ 57,203	\$ 60,033
3	\$ 40,237	\$ 41,943	\$ 43,655	\$ 45,733	\$ 47,964	\$ 50,061	\$ 52,132	\$ 54,522	\$ 57,203	\$ 60,033	\$ 62,563
4	\$ 41,943	\$ 43,655	\$ 45,733	\$ 47,964	\$ 50,061	\$ 52,132	\$ 54,522	\$ 57,203	\$ 60,033	\$ 62,563	\$ 65,393
5	\$ 43,655	\$ 45,733	\$ 47,964	\$ 50,061	\$ 52,132	\$ 54,522	\$ 57,203	\$ 60,033	\$ 62,563	\$ 65,393	\$ 68,658
6	\$ 45,733	\$ 47,964	\$ 50,061	\$ 52,132	\$ 54,522	\$ 57,203	\$ 60,033	\$ 62,563	\$ 65,393	\$ 68,658	\$ 72,104
7	\$ 47,964	\$ 50,061	\$ 52,132	\$ 54,522	\$ 57,203	\$ 60,033	\$ 62,563	\$ 65,393	\$ 68,658	\$ 72,104	\$ 75,511
8	\$ 50,061	\$ 52,132	\$ 54,522	\$ 57,203	\$ 60,033	\$ 62,563	\$ 65,393	\$ 68,658	\$ 72,104	\$ 75,511	\$ 79,092
9	\$ 52,132	\$ 54,522	\$ 57,203	\$ 60,033	\$ 62,563	\$ 65,393	\$ 68,658	\$ 72,104	\$ 75,511	\$ 79,092	\$ 83,169
10	\$ 54,522	\$ 57,203	\$ 60,033	\$ 62,563	\$ 65,393	\$ 68,658	\$ 72,104	\$ 75,511	\$ 79,092	\$ 83,169	\$ 87,274
11	\$ 57,203	\$ 60,033	\$ 62,563	\$ 65,393	\$ 68,658	\$ 72,104	\$ 75,511	\$ 79,092	\$ 83,169	\$ 87,274	\$ 91,541
12	\$ 60,033	\$ 62,563	\$ 65,393	\$ 68,658	\$ 72,104	\$ 75,511	\$ 79,092	\$ 83,169	\$ 87,274	\$ 91,541	\$ 95,954
13	\$ 62,563	\$ 65,393	\$ 68,658	\$ 72,104	\$ 75,511	\$ 79,092	\$ 83,169	\$ 87,274	\$ 91,541	\$ 95,954	\$ 100,537
14	\$ 65,393	\$ 68,658	\$ 72,104	\$ 75,511	\$ 79,092	\$ 83,169	\$ 87,274	\$ 91,541	\$ 95,954	\$ 100,537	\$ 105,430
15	\$ 68,658	\$ 72,104	\$ 75,511	\$ 79,092	\$ 83,169	\$ 87,274	\$ 91,541	\$ 95,954	\$ 100,537	\$ 105,430	\$ 110,804
16	\$ 72,104	\$ 75,511	\$ 79,092	\$ 83,169	\$ 87,274	\$ 91,541	\$ 95,954	\$ 100,537	\$ 105,430	\$ 110,804	\$ 115,362
17	\$ 75,511	\$ 79,092	\$ 83,169	\$ 87,274	\$ 91,541	\$ 95,954	\$ 100,537	\$ 105,430	\$ 110,804	\$ 115,362	\$ 121,214
18	\$ 79,092	\$ 83,169	\$ 87,274	\$ 91,541	\$ 95,954	\$ 100,537	\$ 105,430	\$ 110,804	\$ 115,362	\$ 121,214	\$ 127,364
19	\$ 83,169	\$ 87,274	\$ 91,541	\$ 95,954	\$ 100,537	\$ 105,430	\$ 110,804	\$ 115,362	\$ 121,214	\$ 127,364	\$ 133,830
20	\$ 87,274	\$ 91,541	\$ 95,954	\$ 100,537	\$ 105,430	\$ 110,804	\$ 115,362	\$ 121,214	\$ 127,364	\$ 133,830	\$ 140,469
21	\$ 91,541	\$ 95,954	\$ 100,537	\$ 105,430	\$ 110,804	\$ 115,362	\$ 121,214	\$ 127,364	\$ 133,830	\$ 140,469	\$ 147,257
22	\$ 95,954	\$ 100,537	\$ 105,430	\$ 110,804	\$ 115,362	\$ 121,214	\$ 127,364	\$ 133,830	\$ 140,469	\$ 147,257	\$ 154,510
23	\$ 100,537	\$ 105,430	\$ 110,804	\$ 115,362	\$ 121,214	\$ 127,364	\$ 133,830	\$ 140,469	\$ 147,257	\$ 154,510	\$ 162,250
24	\$ 105,430	\$ 110,804	\$ 115,362	\$ 121,214	\$ 127,364	\$ 133,830	\$ 140,469	\$ 147,257	\$ 154,510	\$ 162,250	\$ 170,301
25	\$ 110,804	\$ 115,362	\$ 121,214	\$ 127,364	\$ 133,830	\$ 140,469	\$ 147,257	\$ 154,510	\$ 162,250	\$ 170,301	\$ 178,813
26	\$ 115,362	\$ 121,214	\$ 127,364	\$ 133,830	\$ 140,469	\$ 147,257	\$ 154,510	\$ 162,250	\$ 170,301	\$ 178,813	\$ 187,785
27	\$ 121,214	\$ 127,364	\$ 133,830	\$ 140,469	\$ 147,257	\$ 154,510	\$ 162,250	\$ 170,301	\$ 178,813	\$ 187,785	\$ 196,968
28	\$ 127,364	\$ 133,830	\$ 140,469	\$ 147,257	\$ 154,510	\$ 162,250	\$ 170,301	\$ 178,813	\$ 187,785	\$ 196,968	\$ 205,643
29	\$ 133,830	\$ 140,469	\$ 147,257	\$ 154,510	\$ 162,250	\$ 170,301	\$ 178,813	\$ 187,785	\$ 196,968	\$ 205,643	\$ 217,175
30	\$ 140,469	\$ 147,257	\$ 154,510	\$ 162,250	\$ 170,301	\$ 178,813	\$ 187,785	\$ 196,968	\$ 205,643	\$ 217,175	\$ 227,904
31	\$ 147,257	\$ 154,510	\$ 162,250	\$ 170,301	\$ 178,813	\$ 187,785	\$ 196,968	\$ 205,643	\$ 217,175	\$ 227,904	\$ 239,264
32	\$ 154,510	\$ 162,250	\$ 170,301	\$ 178,813	\$ 187,785	\$ 196,968	\$ 205,643	\$ 217,175	\$ 227,904	\$ 239,264	\$ 251,785

ORANGETOWN CSEA UNIT#8353
 2019 PAY SCHEDULE - 2.0% INCREASE
 OFFICE & CLERICAL
 70 HOURS BI-WEEKLY

	1	2	3	4	5	6/7	8/13	14/18	19/24	25/29	30
2	\$ 39,211	\$ 41,042	\$ 42,782	\$ 44,528	\$ 46,647	\$ 48,923	\$ 51,062	\$ 53,175	\$ 55,613	\$ 58,347	\$ 61,234
3	\$ 41,042	\$ 42,782	\$ 44,528	\$ 46,647	\$ 48,923	\$ 51,062	\$ 53,175	\$ 55,613	\$ 58,347	\$ 61,234	\$ 63,814
4	\$ 42,782	\$ 44,528	\$ 46,647	\$ 48,923	\$ 51,062	\$ 53,175	\$ 55,613	\$ 58,347	\$ 61,234	\$ 63,814	\$ 66,701
5	\$ 44,528	\$ 46,647	\$ 48,923	\$ 51,062	\$ 53,175	\$ 55,613	\$ 58,347	\$ 61,234	\$ 63,814	\$ 66,701	\$ 70,031
6	\$ 46,647	\$ 48,923	\$ 51,062	\$ 53,175	\$ 55,613	\$ 58,347	\$ 61,234	\$ 63,814	\$ 66,701	\$ 70,031	\$ 73,546
7	\$ 48,923	\$ 51,062	\$ 53,175	\$ 55,613	\$ 58,347	\$ 61,234	\$ 63,814	\$ 66,701	\$ 70,031	\$ 73,546	\$ 77,021
8	\$ 51,062	\$ 53,175	\$ 55,613	\$ 58,347	\$ 61,234	\$ 63,814	\$ 66,701	\$ 70,031	\$ 73,546	\$ 77,021	\$ 80,674
9	\$ 53,175	\$ 55,613	\$ 58,347	\$ 61,234	\$ 63,814	\$ 66,701	\$ 70,031	\$ 73,546	\$ 77,021	\$ 80,674	\$ 84,832
10	\$ 55,613	\$ 58,347	\$ 61,234	\$ 63,814	\$ 66,701	\$ 70,031	\$ 73,546	\$ 77,021	\$ 80,674	\$ 84,832	\$ 89,019
11	\$ 58,347	\$ 61,234	\$ 63,814	\$ 66,701	\$ 70,031	\$ 73,546	\$ 77,021	\$ 80,674	\$ 84,832	\$ 89,019	\$ 93,372
12	\$ 61,234	\$ 63,814	\$ 66,701	\$ 70,031	\$ 73,546	\$ 77,021	\$ 80,674	\$ 84,832	\$ 89,019	\$ 93,372	\$ 97,874
13	\$ 63,814	\$ 66,701	\$ 70,031	\$ 73,546	\$ 77,021	\$ 80,674	\$ 84,832	\$ 89,019	\$ 93,372	\$ 97,874	\$ 102,547
14	\$ 66,701	\$ 70,031	\$ 73,546	\$ 77,021	\$ 80,674	\$ 84,832	\$ 89,019	\$ 93,372	\$ 97,874	\$ 102,547	\$ 107,539
15	\$ 70,031	\$ 73,546	\$ 77,021	\$ 80,674	\$ 84,832	\$ 89,019	\$ 93,372	\$ 97,874	\$ 102,547	\$ 107,539	\$ 113,020
16	\$ 73,546	\$ 77,021	\$ 80,674	\$ 84,832	\$ 89,019	\$ 93,372	\$ 97,874	\$ 102,547	\$ 107,539	\$ 113,020	\$ 117,669
17	\$ 77,021	\$ 80,674	\$ 84,832	\$ 89,019	\$ 93,372	\$ 97,874	\$ 102,547	\$ 107,539	\$ 113,020	\$ 117,669	\$ 123,638
18	\$ 80,674	\$ 84,832	\$ 89,019	\$ 93,372	\$ 97,874	\$ 102,547	\$ 107,539	\$ 113,020	\$ 117,669	\$ 123,638	\$ 129,911
19	\$ 84,832	\$ 89,019	\$ 93,372	\$ 97,874	\$ 102,547	\$ 107,539	\$ 113,020	\$ 117,669	\$ 123,638	\$ 129,911	\$ 136,507
20	\$ 89,019	\$ 93,372	\$ 97,874	\$ 102,547	\$ 107,539	\$ 113,020	\$ 117,669	\$ 123,638	\$ 129,911	\$ 136,507	\$ 143,279
21	\$ 93,372	\$ 97,874	\$ 102,547	\$ 107,539	\$ 113,020	\$ 117,669	\$ 123,638	\$ 129,911	\$ 136,507	\$ 143,279	\$ 150,203
22	\$ 97,874	\$ 102,547	\$ 107,539	\$ 113,020	\$ 117,669	\$ 123,638	\$ 129,911	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600
23	\$ 102,547	\$ 107,539	\$ 113,020	\$ 117,669	\$ 123,638	\$ 129,911	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495
24	\$ 107,539	\$ 113,020	\$ 117,669	\$ 123,638	\$ 129,911	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707
25	\$ 113,020	\$ 117,669	\$ 123,638	\$ 129,911	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707	\$ 182,389
26	\$ 117,669	\$ 123,638	\$ 129,911	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707	\$ 182,389	\$ 191,541
27	\$ 123,638	\$ 129,911	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707	\$ 182,389	\$ 191,541	\$ 200,907
28	\$ 129,911	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707	\$ 182,389	\$ 191,541	\$ 200,907	\$ 209,755
29	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707	\$ 182,389	\$ 191,541	\$ 200,907	\$ 209,755	\$ 221,518
30	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707	\$ 182,389	\$ 191,541	\$ 200,907	\$ 209,755	\$ 221,518	\$ 232,462
31	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707	\$ 182,389	\$ 191,541	\$ 200,907	\$ 209,755	\$ 221,518	\$ 232,462	\$ 244,049
32	\$ 157,600	\$ 165,495	\$ 173,707	\$ 182,389	\$ 191,541	\$ 200,907	\$ 209,755	\$ 221,518	\$ 232,462	\$ 244,049	\$ 256,821

ORANGETOWN CSEA UNIT#8353
 2020 PAY SCHEDULE - 2.0% INCREASE
 OFFICE & CLERICAL
 70 HOURS BI-WEEKLY

	1	2	3	4	5	6/7	8/13	14/18	19/24	25/29	30
2	\$ 39,996	\$ 41,863	\$ 43,638	\$ 45,419	\$ 47,580	\$ 49,902	\$ 52,083	\$ 54,239	\$ 56,725	\$ 59,514	\$ 62,458
3	\$ 41,863	\$ 43,638	\$ 45,419	\$ 47,580	\$ 49,902	\$ 52,083	\$ 54,239	\$ 56,725	\$ 59,514	\$ 62,458	\$ 65,090
4	\$ 43,638	\$ 45,419	\$ 47,580	\$ 49,902	\$ 52,083	\$ 54,239	\$ 56,725	\$ 59,514	\$ 62,458	\$ 65,090	\$ 68,035
5	\$ 45,419	\$ 47,580	\$ 49,902	\$ 52,083	\$ 54,239	\$ 56,725	\$ 59,514	\$ 62,458	\$ 65,090	\$ 68,035	\$ 71,432
6	\$ 47,580	\$ 49,902	\$ 52,083	\$ 54,239	\$ 56,725	\$ 59,514	\$ 62,458	\$ 65,090	\$ 68,035	\$ 71,432	\$ 75,017
7	\$ 49,902	\$ 52,083	\$ 54,239	\$ 56,725	\$ 59,514	\$ 62,458	\$ 65,090	\$ 68,035	\$ 71,432	\$ 75,017	\$ 78,561
8	\$ 52,083	\$ 54,239	\$ 56,725	\$ 59,514	\$ 62,458	\$ 65,090	\$ 68,035	\$ 71,432	\$ 75,017	\$ 78,561	\$ 82,287
9	\$ 54,239	\$ 56,725	\$ 59,514	\$ 62,458	\$ 65,090	\$ 68,035	\$ 71,432	\$ 75,017	\$ 78,561	\$ 82,287	\$ 86,529
10	\$ 56,725	\$ 59,514	\$ 62,458	\$ 65,090	\$ 68,035	\$ 71,432	\$ 75,017	\$ 78,561	\$ 82,287	\$ 86,529	\$ 90,800
11	\$ 59,514	\$ 62,458	\$ 65,090	\$ 68,035	\$ 71,432	\$ 75,017	\$ 78,561	\$ 82,287	\$ 86,529	\$ 90,800	\$ 95,239
12	\$ 62,458	\$ 65,090	\$ 68,035	\$ 71,432	\$ 75,017	\$ 78,561	\$ 82,287	\$ 86,529	\$ 90,800	\$ 95,239	\$ 99,831
13	\$ 65,090	\$ 68,035	\$ 71,432	\$ 75,017	\$ 78,561	\$ 82,287	\$ 86,529	\$ 90,800	\$ 95,239	\$ 99,831	\$ 104,598
14	\$ 68,035	\$ 71,432	\$ 75,017	\$ 78,561	\$ 82,287	\$ 86,529	\$ 90,800	\$ 95,239	\$ 99,831	\$ 104,598	\$ 109,689
15	\$ 71,432	\$ 75,017	\$ 78,561	\$ 82,287	\$ 86,529	\$ 90,800	\$ 95,239	\$ 99,831	\$ 104,598	\$ 109,689	\$ 115,280
16	\$ 75,017	\$ 78,561	\$ 82,287	\$ 86,529	\$ 90,800	\$ 95,239	\$ 99,831	\$ 104,598	\$ 109,689	\$ 115,280	\$ 120,022
17	\$ 78,561	\$ 82,287	\$ 86,529	\$ 90,800	\$ 95,239	\$ 99,831	\$ 104,598	\$ 109,689	\$ 115,280	\$ 120,022	\$ 126,111
18	\$ 82,287	\$ 86,529	\$ 90,800	\$ 95,239	\$ 99,831	\$ 104,598	\$ 109,689	\$ 115,280	\$ 120,022	\$ 126,111	\$ 132,510
19	\$ 86,529	\$ 90,800	\$ 95,239	\$ 99,831	\$ 104,598	\$ 109,689	\$ 115,280	\$ 120,022	\$ 126,111	\$ 132,510	\$ 139,237
20	\$ 90,800	\$ 95,239	\$ 99,831	\$ 104,598	\$ 109,689	\$ 115,280	\$ 120,022	\$ 126,111	\$ 132,510	\$ 139,237	\$ 146,144
21	\$ 95,239	\$ 99,831	\$ 104,598	\$ 109,689	\$ 115,280	\$ 120,022	\$ 126,111	\$ 132,510	\$ 139,237	\$ 146,144	\$ 153,207
22	\$ 99,831	\$ 104,598	\$ 109,689	\$ 115,280	\$ 120,022	\$ 126,111	\$ 132,510	\$ 139,237	\$ 146,144	\$ 153,207	\$ 160,752
23	\$ 104,598	\$ 109,689	\$ 115,280	\$ 120,022	\$ 126,111	\$ 132,510	\$ 139,237	\$ 146,144	\$ 153,207	\$ 160,752	\$ 168,805
24	\$ 109,689	\$ 115,280	\$ 120,022	\$ 126,111	\$ 132,510	\$ 139,237	\$ 146,144	\$ 153,207	\$ 160,752	\$ 168,805	\$ 177,181
25	\$ 115,280	\$ 120,022	\$ 126,111	\$ 132,510	\$ 139,237	\$ 146,144	\$ 153,207	\$ 160,752	\$ 168,805	\$ 177,181	\$ 186,037
26	\$ 120,022	\$ 126,111	\$ 132,510	\$ 139,237	\$ 146,144	\$ 153,207	\$ 160,752	\$ 168,805	\$ 177,181	\$ 186,037	\$ 195,372
27	\$ 126,111	\$ 132,510	\$ 139,237	\$ 146,144	\$ 153,207	\$ 160,752	\$ 168,805	\$ 177,181	\$ 186,037	\$ 195,372	\$ 204,925
28	\$ 132,510	\$ 139,237	\$ 146,144	\$ 153,207	\$ 160,752	\$ 168,805	\$ 177,181	\$ 186,037	\$ 195,372	\$ 204,925	\$ 213,951
29	\$ 139,237	\$ 146,144	\$ 153,207	\$ 160,752	\$ 168,805	\$ 177,181	\$ 186,037	\$ 195,372	\$ 204,925	\$ 213,951	\$ 225,949
30	\$ 146,144	\$ 153,207	\$ 160,752	\$ 168,805	\$ 177,181	\$ 186,037	\$ 195,372	\$ 204,925	\$ 213,951	\$ 225,949	\$ 237,111
31	\$ 153,207	\$ 160,752	\$ 168,805	\$ 177,181	\$ 186,037	\$ 195,372	\$ 204,925	\$ 213,951	\$ 225,949	\$ 237,111	\$ 248,930
32	\$ 160,752	\$ 168,805	\$ 177,181	\$ 186,037	\$ 195,372	\$ 204,925	\$ 213,951	\$ 225,949	\$ 237,111	\$ 248,930	\$ 261,958

ORANGETOWN CSEA UNIT#8353

2017 PAY SCHEDULE - 2.25% INCREASE

NON-CLERICAL

80 HOURS BI-WEEKLY

	1	2	3	4	5	6/7	8/13	14/18	19/24	25/29	30
9	\$ 53,164	\$ 55,352	\$ 57,761	\$ 60,532	\$ 62,797	\$ 65,416	\$ 68,492	\$ 71,626	\$ 74,838	\$ 78,294	\$ 81,861
10	\$ 55,352	\$ 57,761	\$ 60,532	\$ 62,797	\$ 65,416	\$ 68,492	\$ 71,626	\$ 74,838	\$ 78,294	\$ 81,861	\$ 85,803
11	\$ 57,761	\$ 60,532	\$ 62,797	\$ 65,416	\$ 68,492	\$ 71,626	\$ 74,838	\$ 78,294	\$ 81,861	\$ 85,803	\$ 89,745
12	\$ 60,532	\$ 62,797	\$ 65,416	\$ 68,492	\$ 71,626	\$ 74,838	\$ 78,294	\$ 81,861	\$ 85,803	\$ 89,745	\$ 93,931
13	\$ 62,797	\$ 65,416	\$ 68,492	\$ 71,626	\$ 74,838	\$ 78,294	\$ 81,861	\$ 85,803	\$ 89,745	\$ 93,931	\$ 98,182
14	\$ 65,416	\$ 68,492	\$ 71,626	\$ 74,838	\$ 78,294	\$ 81,861	\$ 85,803	\$ 89,745	\$ 93,931	\$ 98,182	\$ 102,890
15	\$ 68,492	\$ 71,626	\$ 74,838	\$ 78,294	\$ 81,861	\$ 85,803	\$ 89,745	\$ 93,931	\$ 98,182	\$ 102,890	\$ 107,890
16	\$ 71,626	\$ 74,838	\$ 78,294	\$ 81,861	\$ 85,803	\$ 89,745	\$ 93,931	\$ 98,182	\$ 102,890	\$ 107,890	\$ 114,661
17	\$ 74,838	\$ 78,294	\$ 81,861	\$ 85,803	\$ 89,745	\$ 93,931	\$ 98,182	\$ 102,890	\$ 107,890	\$ 114,661	\$ 121,028
18	\$ 78,294	\$ 81,861	\$ 85,803	\$ 89,745	\$ 93,931	\$ 98,182	\$ 102,890	\$ 107,890	\$ 114,661	\$ 121,028	\$ 124,868
20	\$ 85,803	\$ 89,745	\$ 93,931	\$ 98,182	\$ 102,890	\$ 107,890	\$ 114,661	\$ 121,028	\$ 124,868	\$ 131,206	\$ 137,715
24	\$ 102,890	\$ 108,630	\$ 114,661	\$ 121,028	\$ 124,868	\$ 131,206	\$ 137,715	\$ 144,371	\$ 151,480	\$ 159,068	\$ 166,962
25	\$ 108,630	\$ 114,661	\$ 121,028	\$ 124,868	\$ 131,206	\$ 137,715	\$ 144,371	\$ 151,480	\$ 159,068	\$ 166,962	\$ 170,891

ORANGECROWN CSEA UNIT#8353

2018 PAY SCHEDULE - 2.0% INCREASE

NON-CLERICAL

80 HOURS BI-WEEKLY

	1	2	3	4	5	6/7	8/13	14/18	19/24	25/29	30
9	\$ 54,227	\$ 56,460	\$ 58,916	\$ 61,743	\$ 64,053	\$ 66,724	\$ 69,862	\$ 73,059	\$ 76,335	\$ 79,860	\$ 83,498
10	\$ 56,460	\$ 58,916	\$ 61,743	\$ 64,053	\$ 66,724	\$ 69,862	\$ 73,059	\$ 76,335	\$ 79,860	\$ 83,498	\$ 87,519
11	\$ 58,916	\$ 61,743	\$ 64,053	\$ 66,724	\$ 69,862	\$ 73,059	\$ 76,335	\$ 79,860	\$ 83,498	\$ 87,519	\$ 91,540
12	\$ 61,743	\$ 64,053	\$ 66,724	\$ 69,862	\$ 73,059	\$ 76,335	\$ 79,860	\$ 83,498	\$ 87,519	\$ 91,540	\$ 95,810
13	\$ 64,053	\$ 66,724	\$ 69,862	\$ 73,059	\$ 76,335	\$ 79,860	\$ 83,498	\$ 87,519	\$ 91,540	\$ 95,810	\$ 100,146
14	\$ 66,724	\$ 69,862	\$ 73,059	\$ 76,335	\$ 79,860	\$ 83,498	\$ 87,519	\$ 91,540	\$ 95,810	\$ 100,146	\$ 104,947
15	\$ 69,862	\$ 73,059	\$ 76,335	\$ 79,860	\$ 83,498	\$ 87,519	\$ 91,540	\$ 95,810	\$ 100,146	\$ 104,947	\$ 110,803
16	\$ 73,059	\$ 76,335	\$ 79,860	\$ 83,498	\$ 87,519	\$ 91,540	\$ 95,810	\$ 100,146	\$ 104,947	\$ 110,803	\$ 116,954
17	\$ 76,335	\$ 79,860	\$ 83,498	\$ 87,519	\$ 91,540	\$ 95,810	\$ 100,146	\$ 104,947	\$ 110,803	\$ 116,954	\$ 123,448
18	\$ 79,860	\$ 83,499	\$ 87,519	\$ 91,540	\$ 95,810	\$ 100,146	\$ 104,948	\$ 110,803	\$ 116,954	\$ 123,449	\$ 127,365
20	\$ 87,519	\$ 91,540	\$ 95,810	\$ 100,146	\$ 104,948	\$ 110,803	\$ 116,954	\$ 123,449	\$ 127,365	\$ 133,810	\$ 140,469
24	\$ 104,948	\$ 110,803	\$ 116,954	\$ 123,449	\$ 127,365	\$ 133,830	\$ 140,470	\$ 147,258	\$ 154,510	\$ 162,250	\$ 170,301
25	\$ 110,803	\$ 116,954	\$ 123,449	\$ 127,365	\$ 133,830	\$ 140,470	\$ 147,258	\$ 154,510	\$ 162,250	\$ 170,301	\$ 174,309

ORANGETOWN CSEA UNIT#353

2019 PAY SCHEDULE - 2.0% INCREASE

NON-CLERICAL

80 HOURS BI-WEEKLY

	1	2	3	4	5	6/7	8/13	14/18	19/24	25/29	30
9	\$ 55,312	\$ 57,589	\$ 60,094	\$ 62,977	\$ 65,334	\$ 68,059	\$ 71,260	\$ 74,520	\$ 77,861	\$ 81,457	\$ 85,168
10	\$ 57,589	\$ 60,094	\$ 62,977	\$ 65,334	\$ 68,059	\$ 71,260	\$ 74,520	\$ 77,861	\$ 81,457	\$ 85,168	\$ 89,269
11	\$ 60,094	\$ 62,977	\$ 65,334	\$ 68,059	\$ 71,260	\$ 74,520	\$ 77,861	\$ 81,457	\$ 85,168	\$ 89,269	\$ 93,371
12	\$ 62,977	\$ 65,334	\$ 68,059	\$ 71,260	\$ 74,520	\$ 77,861	\$ 81,457	\$ 85,168	\$ 89,269	\$ 93,371	\$ 97,726
13	\$ 65,334	\$ 68,059	\$ 71,260	\$ 74,520	\$ 77,861	\$ 81,457	\$ 85,168	\$ 89,269	\$ 93,371	\$ 97,726	\$ 102,149
14	\$ 68,059	\$ 71,260	\$ 74,520	\$ 77,861	\$ 81,457	\$ 85,168	\$ 89,269	\$ 93,371	\$ 97,726	\$ 102,149	\$ 107,046
15	\$ 71,260	\$ 74,520	\$ 77,861	\$ 81,457	\$ 85,168	\$ 89,269	\$ 93,371	\$ 97,726	\$ 102,149	\$ 107,046	\$ 113,019
16	\$ 74,520	\$ 77,861	\$ 81,457	\$ 85,168	\$ 89,269	\$ 93,371	\$ 97,726	\$ 102,149	\$ 107,046	\$ 113,019	\$ 119,293
17	\$ 77,861	\$ 81,457	\$ 85,168	\$ 89,269	\$ 93,371	\$ 97,726	\$ 102,149	\$ 107,046	\$ 113,019	\$ 119,293	\$ 125,918
18	\$ 81,457	\$ 85,169	\$ 89,270	\$ 93,371	\$ 97,726	\$ 102,149	\$ 107,047	\$ 113,019	\$ 119,293	\$ 125,918	\$ 129,912
20	\$ 89,270	\$ 93,371	\$ 97,726	\$ 102,149	\$ 107,047	\$ 113,019	\$ 119,293	\$ 125,918	\$ 129,912	\$ 136,507	\$ 143,279
24	\$ 107,047	\$ 113,019	\$ 119,293	\$ 125,918	\$ 129,912	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707
25	\$ 113,019	\$ 119,293	\$ 125,918	\$ 129,912	\$ 136,507	\$ 143,279	\$ 150,203	\$ 157,600	\$ 165,495	\$ 173,707	\$ 177,795

ORANGETOWN CSEA UNIT#8353

020 PAY SCHEDULE - 2.0% INCREASE

NON-CLERICAL

80 HOURS BI-WEEKLY

	1	2	3	4	5	6/7	8/13	14/18	19/24	25/29	30
9	\$ 56,418	\$ 58,741	\$ 61,296	\$ 64,237	\$ 66,641	\$ 69,420	\$ 72,685	\$ 76,010	\$ 79,418	\$ 83,086	\$ 86,872
10	\$ 58,741	\$ 61,296	\$ 64,237	\$ 66,641	\$ 69,420	\$ 72,685	\$ 76,010	\$ 79,418	\$ 83,086	\$ 86,872	\$ 91,054
11	\$ 61,296	\$ 64,237	\$ 66,641	\$ 69,420	\$ 72,685	\$ 76,010	\$ 79,418	\$ 83,086	\$ 86,872	\$ 91,054	\$ 95,238
12	\$ 64,237	\$ 66,641	\$ 69,420	\$ 72,685	\$ 76,010	\$ 79,418	\$ 83,086	\$ 86,872	\$ 91,054	\$ 95,238	\$ 99,680
13	\$ 66,641	\$ 69,420	\$ 72,685	\$ 76,010	\$ 79,418	\$ 83,086	\$ 86,872	\$ 91,054	\$ 95,238	\$ 99,680	\$ 104,192
14	\$ 69,420	\$ 72,685	\$ 76,010	\$ 79,418	\$ 83,086	\$ 86,872	\$ 91,054	\$ 95,238	\$ 99,680	\$ 104,192	\$ 109,187
15	\$ 72,685	\$ 76,010	\$ 79,418	\$ 83,086	\$ 86,872	\$ 91,054	\$ 95,238	\$ 99,680	\$ 104,192	\$ 109,187	\$ 115,279
16	\$ 76,010	\$ 79,418	\$ 83,086	\$ 86,872	\$ 91,054	\$ 95,238	\$ 99,680	\$ 104,192	\$ 109,187	\$ 115,279	\$ 121,679
17	\$ 79,418	\$ 83,086	\$ 86,872	\$ 91,054	\$ 95,238	\$ 99,680	\$ 104,192	\$ 109,187	\$ 115,279	\$ 121,679	\$ 128,436
18	\$ 83,086	\$ 86,872	\$ 91,055	\$ 95,238	\$ 99,680	\$ 104,192	\$ 109,188	\$ 115,279	\$ 121,679	\$ 128,436	\$ 132,511
19	\$ 86,872	\$ 91,055	\$ 95,238	\$ 99,680	\$ 104,192	\$ 109,188	\$ 115,279	\$ 121,679	\$ 128,436	\$ 132,511	\$ 139,237
20	\$ 91,055	\$ 95,238	\$ 99,680	\$ 104,192	\$ 109,188	\$ 115,279	\$ 121,679	\$ 128,436	\$ 132,511	\$ 139,237	\$ 146,144
21	\$ 95,238	\$ 99,680	\$ 104,192	\$ 109,188	\$ 115,279	\$ 121,679	\$ 128,436	\$ 132,511	\$ 139,237	\$ 146,145	\$ 153,208
22	\$ 99,680	\$ 104,192	\$ 109,188	\$ 115,279	\$ 121,679	\$ 128,436	\$ 132,511	\$ 139,237	\$ 146,145	\$ 153,208	\$ 160,752
23	\$ 104,192	\$ 109,188	\$ 115,279	\$ 121,679	\$ 128,436	\$ 132,511	\$ 139,237	\$ 146,145	\$ 153,208	\$ 160,752	\$ 168,805
24	\$ 109,188	\$ 115,279	\$ 121,679	\$ 128,436	\$ 132,511	\$ 139,237	\$ 146,145	\$ 153,208	\$ 160,752	\$ 168,805	\$ 177,181
25	\$ 115,279	\$ 121,679	\$ 128,436	\$ 132,511	\$ 139,237	\$ 146,145	\$ 153,208	\$ 160,752	\$ 168,805	\$ 177,181	\$ 181,351

ORANGETOWN CSEA UNIT#8353
 PAY SCHEDULE
 RADIO OPERATOR SCHEDULE
 75 HOURS BI-WEEKLY

	1	2	3	4	5	6/7	8/13	14/18	19/24	25/29	30
2007	\$ 43,184	\$ 46,422	\$ 49,809	\$ 53,353	\$ 57,221	\$ 60,398	\$ 64,917	\$ 68,043	\$ 71,170	\$ 74,507	\$ 77,991
2008	\$ 44,696	\$ 48,047	\$ 51,553	\$ 55,221	\$ 59,224	\$ 62,512	\$ 67,189	\$ 70,424	\$ 73,661	\$ 77,114	\$ 80,721
2009	\$ 46,484	\$ 49,968	\$ 53,615	\$ 57,429	\$ 61,593	\$ 65,013	\$ 69,877	\$ 73,241	\$ 76,607	\$ 80,199	\$ 83,950
2010	\$ 48,343	\$ 51,967	\$ 55,759	\$ 59,727	\$ 64,056	\$ 67,613	\$ 72,672	\$ 76,171	\$ 79,671	\$ 83,407	\$ 87,308
2011	\$ 48,343	\$ 51,967	\$ 55,759	\$ 59,727	\$ 64,056	\$ 67,613	\$ 72,672	\$ 76,171	\$ 79,671	\$ 83,407	\$ 87,308
2012	\$ 48,343	\$ 51,967	\$ 55,759	\$ 59,727	\$ 64,056	\$ 67,613	\$ 72,672	\$ 76,171	\$ 79,671	\$ 83,407	\$ 87,308
2013	\$ 49,479	\$ 53,188	\$ 57,069	\$ 61,131	\$ 65,561	\$ 69,202	\$ 74,380	\$ 77,961	\$ 81,543	\$ 85,367	\$ 89,360
2014	\$ 50,691	\$ 54,491	\$ 58,468	\$ 62,628	\$ 67,168	\$ 70,897	\$ 76,202	\$ 79,871	\$ 83,541	\$ 87,459	\$ 91,549
2015	\$ 51,959	\$ 55,854	\$ 59,929	\$ 64,194	\$ 68,847	\$ 72,670	\$ 78,107	\$ 81,868	\$ 85,630	\$ 89,645	\$ 93,838
2016	\$ 53,258	\$ 57,250	\$ 61,427	\$ 65,799	\$ 70,568	\$ 74,487	\$ 80,060	\$ 83,915	\$ 87,770	\$ 91,886	\$ 96,184
2017	\$ 54,456	\$ 58,538	\$ 62,810	\$ 67,279	\$ 72,156	\$ 76,162	\$ 81,861	\$ 85,803	\$ 89,745	\$ 93,954	\$ 98,348
2018	\$ 55,545	\$ 59,709	\$ 64,066	\$ 68,625	\$ 73,599	\$ 77,686	\$ 83,498	\$ 87,519	\$ 91,540	\$ 95,833	\$ 100,315
2019	\$ 56,656	\$ 60,903	\$ 65,347	\$ 69,997	\$ 75,071	\$ 79,239	\$ 85,168	\$ 89,269	\$ 93,371	\$ 97,749	\$ 102,321
2020	\$ 57,789	\$ 62,121	\$ 66,654	\$ 71,397	\$ 76,572	\$ 80,824	\$ 86,872	\$ 91,054	\$ 95,238	\$ 99,704	\$ 104,368

SCHEDULE D
TOWN OF ORANGETOWN
FEDERALLY MANDATED ALCOHOL & DRUG TESTING
POLICY & PROCEDURE FOR SAFETY SENSITIVE EMPLOYEES
PURSUANT TO
OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT (OTETA) OF 1991

Any employee in a safety-sensitive position (CDL Operations) shall subject to random alcohol and controlled substance testing.

I. PROHIBITIONS

Safety-sensitive employees are prohibited from performing safety-sensitive duties of

- A. He/she possesses alcohol or drugs or uses alcohol and/or drugs while on duty.
- B. He/she used alcohol within four hours or less of duty.
- C. He/she has alcohol concentration of 0.04 or higher, or test positive for drugs.
- D. Even a small amount of alcohol in an employees system is inconsistent with safety, and employee who tests 0.02 or greater but less than 0.04 will be removed from safety-sensitive duties until the start of his/her next regularly scheduled duty period but not less than 24 consecutive hours (one day) following administration of the test.
- E. He/she has used alcohol within eight hours after being involved in an accident, or before undergoing a post-accident test, if such a test is required. Illegal drug use by employees in safety-sensitive positions is prohibited.
- F. There is a reasonable suspicion to believe he/she has engaged in prohibited alcohol or controlled substance use; or
- G. He/she refuses to take a required alcohol or drug test

II. TYPES OF TESTING

The following alcohol and drug tests shall be implemented.

- A. Pre-employment: Drug tests will be conducted before applicants are hired or after and offer to hire, but before actually performing safety-sensitive functions for the first time. These test will also be given when employees transfer to a safety-sensitive function.
- B. Post-accident: Alcohol and drug tests will be conducted if involved in an accident in which:
 - 1. There has been a fatality; or
 - 2. The employee has received a citation for a moving violation in connection with the accident if the accident involved:

(i) Bodily injury to any person who as a result of the injury immediately receives medical treatment away from the scene of the accident; or

(ii) One or more motor vehicles incurred disabling damage, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

C. Reasonable Suspicion: Alcohol and/or drug tests will be conducted if a supervisor who is appropriately trained observes behavior, appearance, speech or body odors that are characteristics of controlled substance or alcohol misuse and, therefore, has a reasonable

suspicion, which reasonable suspicion is confirmed in writing by another supervisor, that the employee has violated the regulations. Alcohol tests can only be done just before during or just after the employees shift. The supervisors who make the determination of reasonable suspicion must state the grounds for said reasonable suspicion in writing. The supervisors who make the determination of reasonable suspicion cannot do the testing.

D. Random: Alcohol and drug tests will be conducted at random for the minimum percentage of safety-sensitive employees as provided for in the regulations. Currently, these minimums are 25% for alcohol and 50% for drugs. These test will be unannounced and spread throughout the calendar year.

E. Return-to-Duty: If an employee has engaged in prohibited alcohol or drug use, as defined in Section I above, her or she will be removed immediately from all duties. The employee will not be permitted to return to any duties for a period of twenty-four (24) consecutive hours (one day) and will not be permitted to return to safety sensitive duties until he or she has been evaluated by a substance abuse professional and has complied with any treatment recommendations. Thereafter, a return-to-safety-sensitive duty test must be performed with satisfactory results. If removal was due to alcohol use, a satisfactory results will be one that is verified as negative. Such employee may be subject to disciplinary charges in accordance with the Collective Bargaining Agreement and Civil Service Law.

F. Follow-up: If the driver has been referred for alcohol or drug counseling due to a violation of the regulations, unannounced follow-up alcohol and/or drug testing will be conducted as directed by a substance abuse professional.

At least six tests must be conducted in the first 12 months following the employees return to duty. Follow-up testing shall be at the direction of the substance abuse professional and may be extended for a period not to exceed 60 months from the date of the return to duty of the employee. Follow-up alcohol testing will only be conducted before, during or after the employees has performed his or her driving duties.

III. TESTING PROCEDURES

A. Alcohol Testing Procedures.

Alcohol testing will be conducted with evidential breath testing (EBT) device approved by the National Highway Traffic Safety Administration. The employee and the Breath Alcohol Technician conducting the test must complete the alcohol testing form to ensure that the results are properly recorded.

1. Two breath tests are required to determine if a person has prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a negative test.

2. If the alcohol concentration is 0.02 or greater a second or confirmation test must be conducted. The confirmation test must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.
3. If the confirmation test results indicate an alcohol concentration from 0.02 to 0.03999 the employee will be restricted from duty for at least twenty-four (24) consecutive hours (one day) from the time of the test.
4. If the confirmation test results indicate an alcohol concentration equal to or greater than 0.04 the employee will be removed from all safety-sensitive duties and may be subject to the disciplinary procedure. No return to safety-sensitive duties will be permitted until the employee has been reviewed by a Substance Abuse Professional, complies with his/her recommendations, and successfully passes required return-to-duty tests. Follow-up tests will also be required.
5. For post-accident testing, the results of breath or blood test conducted by law enforcement officials will be accepted as long as the testing conforms with federal and state requirements for alcohol testing and the results are made available to the employer.

All testing procedures will conform to the requirements outlined in the Federal Regulations (49 CFR Part 40) for ensuring the accuracy, reliability and confidentiality of test results.

B. Drug Testing Procedures

The employee must provide a urine specimen which will be analyzed by a certified laboratory.

1. Regulations require that each urine specimen be divided into one primary specimen and one split specimen.
2. If the primary specimen confirms the presence of one or more of the drugs set forth in the Regulations the employee has 72 hours to request that the split specimen be sent to another certified lab for analysis. (NOTE: The employee must be removed from safety-sensitive duties at this time).
3. If the screening test has a drug-positive result a confirmation test will then be performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis.
4. All drug test results will be reviewed and interpreted by a physician (also called a Medical Review Officer) before they are reported to the employer.
5. If the laboratory reports a positive result to the Medical Review Officer (MRO) the MRO shall interview the employee to determine if there is an alternative medical explanation for the drugs found in the employees urine specimen. If the employee

provides appropriate documentation and the MRO determines that it is legitimate medical use of a prohibited drug the drug test result is reported as negative.

6. If the MRO reports a positive drug result the employee must be evaluated by a Substance Abuse Professional and follow that persons recommendation prior to taking a return-to-duty test which may be subject to the disciplinary procedure. Follow-up testing is also required.

7. For post-accident testing the results of urine conducted by law enforcement officials will be accepted as long as the testing conforms with federal and state requirements for controlled substance testing and the results are made available to the Town.

All controlled substance testing shall comply with the requirements of the Federal Regulations (49 CFR Part 40) including procedures for the proper identification security and custody of the sample use of certified laboratories gas chromatography/mass spectrometry analysis testing assurance that all drug test results are reviewed and interpreted by a physician and confidentiality of employee test records.

C. Delay in Taking or Refusal to Take Required Alcohol and/or Drug Tests.

An employees refusal to take a required alcohol and/or drug test will be treated as a positive drug test result and/or and alcohol test result or 0.04 or greater. The employee must be evaluated by a Substance Abuse Professional, follow that persons recommendations prior to taking a return-to-duty test, and submit to any recommended follow-up testing. Drivers may also be subject to dismissal and termination of employment for refusing to take a test. Such disciplinary proceedings must be consistent with the Collective Bargaining Agreement.

An employee is expected to report without delay for testing as instructed. Failure to report for testing as instructed may lead to disciplinary charges.

IV. CONSEQUENCES

In the event that an employee has violated any of the prohibitions listed above or has tested positive for alcohol and/or drugs, he/she will be immediately removed from driving and any other safety related duties and will not be considered for a return to duty until he or she:

- A. Has been evaluated by a Substance Abuse professional;
- B. Has complied with any treatment recommendations; and
- C. Has received a satisfactory result from a return-to-duty test. Anytime for which the employee is prevented from working his or her scheduled hours as a result of any action under this policy or procedure shall be chargeable first as sick time, second as personal leave time and third as vacation time.

Any employee who has been removed from safety-sensitive driving under this policy

shall also be subject to follow-up testing.

The Town is not required by Federal Regulations to provide rehabilitation pay for treatment or on reinstatement of an employee as a driver if the employee has violated the regulations. Any treatment or rehabilitation program will be provided in accordance with Town policy.

For information purposes, a summary of New York State Vehicle and Traffic laws and penalties relating to alcohol and drug use while operating a vehicle is attached as Schedule A.

V. TRAINING

The Supervisor and every other person designated to determine whether reasonable suspicion exists to require an employee to undergo reasonable suspicion testing must receive at least one hour of training on alcohol misuse and at least one additional hour of training on controlled substance use which they will use in making their determinations.

VI. RECORDKEEPING AND REPORTING

The Supervisor and/or his/her designee shall ensure that alcohol and drug testing records are maintained and that annual reports are filed in accordance with the requirements specified in Federal Regulations. All employee test records will be kept confidential. The Director of Personnel shall be the designated person to whom employees shall direct their questions concerning this policy.

VII. NOTIFICATIONS

Every affected employees shall receive information about the signs, symptoms, and effects of alcohol misuse and controlled substance use as well as a copy of the Town's policy and procedures the consequences of testing positive and whom to contact within the Town to seek further information and/or assistance.

POLICY ADOPTED May 13, 1996

POLICY AMENDED IN ACCORDANCE WITH COLLECTIVE BARGAINING
MEMORANDUM OF AGREEMENT DATED NOVEMBER 18, 1996

TOWN OF ORANGETOWN SICK BANK POLICY

I. Purpose

1. The Town of Orangetown recognizes that catastrophic illness and injury may exhaust an employee's available sick leave, personal days and vacation accruals, thereafter leading to significant loss of income through no fault of the employee.

2. Because of this, the Town Board hereby establishes the Town of Orangetown Sick Leave Bank (hereafter, referred to as the "Bank"), the purpose of which is to provide additional paid leave for employees who have exhausted their accrued sick and vacation leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees may voluntarily contribute leave for allocation to other participating employees. The purpose of the Bank is not to provide unlimited paid sick leave for any medical reason, but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

3. Catastrophic Illness or Injury shall be defined as, "A severe medical condition which requires an employee's absence from work for a prolonged period of time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or serious complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider."

II. Eligibility

1. All non-police full-time Town employees are eligible to donate to and receive leave from the Bank.

2. This policy shall not apply where an employee is unable to work due to a compensable work related injury or illness (Workers' Compensation), even where the period of full-pay provided under the existing Collective Bargaining Agreement has lapsed or is otherwise inapplicable.

III. The Sick Bank Committee

1. The Sick Leave Bank shall be administered by the Sick Bank Committee, which shall be comprised of five (5) members, each of whom shall be appointed for a term of five (5) years; provided, however, the terms of the members initially appointed shall be staggered such that one member shall serve for one year; one member shall serve for two years; one member shall serve for three years; one member shall serve for four years; and one member shall serve for five years.

2. The initially appointed Committee shall be comprised of three representatives selected by the CSEA, and two members selected by the Town Board, provided that such composition shall change on a yearly basis as the term of one member expires and a new member is appointed.

3. By way of illustration, hypothetically the within policy is adopted effective July 15, 2015. On that date, or as soon thereafter as may be practicable, the CSEA shall appoint three members whose terms shall be staggered as follows:

- one member shall be appointed for a one year term, commencing on October 21, 2015, and ending on October 20, 2016;
- one member shall be appointed for a three year term, commencing on October 21, 2015, and ending on October 20, 2018;
- one member shall be appointed for a five year term, commencing on October 21, 2015, and ending on October 20, 2020;

4. The Town Board shall appoint two members:

- one member shall be appointed for a two year term, commencing on October 21, 2015, and ending on October 20, 2017;
- one member shall be appointed for a four year term, commencing on October 21, 2015, and ending on October 21, 2019;

5. Upon the expiration of the one year term of the CSEA appointee, the Town Board shall fill such vacancy with a Management appointee, such that, for the second year of the Sick Bank, Management shall have three members and the CSEA shall have two members. Appointments shall continue in such manner for the life of the Sick Bank, or unless this policy shall be changed. Decisions of the Committee shall be by a majority of the entire Committee.

6. Interim vacancies, due to resignation (from the Committee or Town employment) or the inability of an appointee to continue to serve, shall be filled by the Union or Management, as the case may be, for the duration of the resigning/retiring appointee's term.

IV. The Funding and Re-funding of the Sick Bank

1. All contributions to the Sick Bank are entirely voluntary, and may be made at any time, by any employee by instruction, in writing, to the Department of Personnel with a copy to the Department of Finance. A copy of the instruction, signed by the contributing employee shall be maintained as a part of the employee's permanent Personnel file.



2. No employee shall be permitted to donate in excess of ten (10) work days, in total, in any Town fiscal year.
3. Contributions to the Bank shall be immediately debited from the donor's accrued sick leave and credited to the benefit of the Bank, not to a specific individual. Once donated, the time is no longer that of the donor, and the donor may not withdraw the contribution nor exercise any control over its use.
4. Time may be donated only in half-day increments, not in hours or in other portions of days. Once donated and made a part of the Sick Bank, all time shall have a value equivalent to one standard work day of the employee who eventually receives and uses such day as a debit from the Sick Bank, at the time of use.
5. By way of illustration: a 40-hour per week employee, with 20-years of service to the Town, in a Grade 18 position, donates one day of his/her accrued sick leave to the Sick Bank, which day is eventually made available to a 35-hour per week employee, in a Grade 8 position, having only 5-years of service. The "value" of that one Sick Bank day shall be one day of time to the receiving employee, at the receiving employee's then rate of pay, notwithstanding the greater cost to the Town were it to be retained, and used, by the donor employee. The same shall be true where the roles are reversed and the lower grade employee's contributed time is used by a higher grade employee. Stated otherwise, no adjustment shall be made for any difference in the donor employee's pay grade, years of service, length of work week, or any other factor that may distinguish the contributing and receiving employees at the time that a contribution is made to, or disbursed from, the Sick Bank. One day shall be banked as "one-day", and shall be disbursed as one-day to the receiving party, at the rate of pay of the receiving party at the time disbursed.
6. The above stated rule shall apply notwithstanding that the Town Finance records, as a matter of generally accepted accounting principles, now or in the future, *may* be required to value the Sick Bank in a different manner.
7. Any contribution made at, or in contemplation of, retirement may only be made from days accrued by the donor below the combined maximum amount that the employee may take with him or her into retirement as a cash payout or as an enhancement to retirement benefits.
8. Any contribution made within two (2) years of retirement shall, at the time of retirement, be debited from any cash or enhanced retirement benefit that might become due at, or on account of, retirement. There effectively shall be a two (2) year "look back" period with respect to all Sick Bank contributions.

7. Any employee who may be dissatisfied with the determination of the Committee may appeal such determination to the Town Board, in writing, filed within ten (10) days of the determination.

VII. Sunset.

This policy shall expire, and be of no further force or effect, as of the close of business December 31, 2020 regardless of whether a new Collective Bargaining Agreement shall have been approved and executed between the parties prior to that date; provided, however, any sick time donated to the Sick Bank during the period of this policy that remains unused on the date of sunset shall be made part of any future Sick Bank, when and if same shall be negotiated.

V. Those Wishing to Contribute to the Sick Bank

1. No employee may donate to the Sick Bank in an amount that will leave that employee with less than fifteen (15) days accrued sick leave.

2. No employee shall be permitted to donate in excess of ten (10) work days, in total, in any Town fiscal year.

VI. Those Requesting to Draw on the Sick Bank

1. No employee shall have a right to receive any sick leave donated to the Sick Bank. Sick Bank time shall be disbursed in an amount, if any, as determined to be appropriate by the Sick Bank Committee.

2. An employee requesting time from the Sick Bank must suffer from a non-work related injury or illness that, in the judgment of a majority of the Committee, is deemed to be "catastrophic," as defined above in section I, paragraph 3. An employee requesting an award of Sick Bank time may be required to provide medical documentation of the nature of the illness or injury and the anticipated duration of the recovery and return to work. Further and/or periodic documentation may be requested by the Committee, and, if requested, must be provided.

3. The fact that the requesting employee may not have sufficient paid leave accruals to cover his or her anticipated period of absence, without more, is an insufficient basis for Sick Bank use.

4. An employee's sick leave use history may be considered as a factor in determining whether, and how much, Sick Bank time shall be awarded.

5. An employee shall not be granted Sick Bank time unless and until he or she shall first have exhausted all of his or her own sick, personal, vacation and other paid leave accruals. (In this regard, it is expressly understood that an employee making application for access to the Sick Bank need not have exhausted, or applied for and been denied, Extended Sick Leave, as provided under § 10.3 of the present CBA, as a pre-condition of eligibility for access to the Sick Bank.) Applications for Sick Bank time may be made within two weeks of the anticipated exhaustion of the employee's accruals, but Sick Bank time shall not be credited to, or used by, the requesting employee until all of the employee's then existing accruals have been exhausted.

6. The Committee shall make a determination on a request for Sick Bank time within 14 days of the filing of such request. The determination shall be in writing.

