

MEMORANDUM OF AGREEMENT
By and Between
The Town of Orangetown
And
The Civil Service Employees Association, Inc.
AFSCME, AFL-CIO
For the Town of Orangetown Unit 8353, CSEA

All terms and conditions of the existing agreement shall be continued in full force and effect except for the following modifications:

1. 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 employees of 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 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: (language stays the same - renumbered to 3.2.3)

3.2.4 Probationary Period (Promotions): language stays the same – renumbered to 3.2.4)

2. 7.2 Vacation Leave

7.2.1 Each represented employee shall be entitled to a vacation in accordance with the vacation 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 his or her 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 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.

7.2.9 (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 anniversary date he or she will receive four (4) days for a total of twelve (12) days.

3. 11.2 Safety and Health

Section 11.2.1 – The Town agrees to install an electronic warning system which will allow an employee on the late shift (11:00pm to 7:00am) 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 pm to 7:00 am shift (remainder of the language currently in the contract to be added to the end of this paragraph).

11.2.1 Increase safety shoe reimbursement from \$125 to \$200; a limit of twice a year.

4. 9 Insurance

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 for an individual and \$9500.00 for a family plan. The buy-out is subject to applicable taxes.

5. 10 Disabled Employees

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 Worker’s 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 will 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 only apply to new cases and/or injuries.

6. 7 Paid Leave

7.3.4 Accruals: During Leave of Absence and Absence on Worker’s 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 her absence on workers compensation this shall only apply to new cases and/or injuries.

7. Add a schedule to the Contract to incorporate the Sick Leave Bank.

8. 6 Compensation

6.2.1

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 2017 salary schedule. Steps and longevity increments shall be continued as per 6.2.2 and 6.3.2.

D. Effective January 1, 2020, 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.

9. 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.

10. Section 9.1.1 (Medical Insurance) to be replaced with:

9.1.1.1 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 to 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 NYPERB (New York 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 before January 1, 2013, the Town shall continue to provide fully paid health coverage for retirees and spouses 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.
- 11. Section 9.3 and 9.4: Update Dental and Vision plan according with attached schedule.
 - 12. Update Position lists, Schedule "B-1", "B-2" and "B-3" accordingly and update pay schedule list accordingly.
 - 13. Section 6.7.1 – Out of Title – delete "shall be paid the appropriate rate of pay for that job title" and replace it with "shall be paid the rate off pay equal to the starting salary of the position or one increment above his or her current salary, whichever is greater."

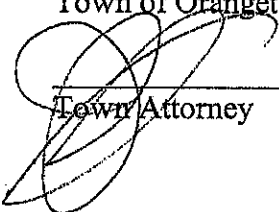
14. 14.1 Duration of Agreement

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.


15. This Memorandum of Agreement is subject to ratification by the CSEA and the Town Board of the Town of Orangetown.

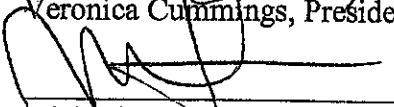
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Dated: ~~October~~ *October*, 2017

Town of Orangetown

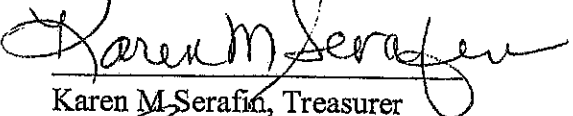

Town Attorney

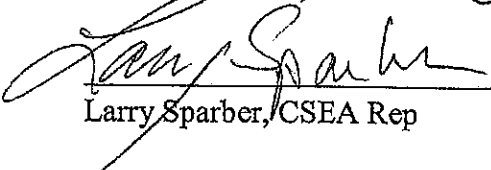
Civil Service Employees Association


Veronica Cummings, President


Michael Maiorano, Vice President


George Garrecht, Secretary


Karen M. Serafin, Treasurer


Larry Sparber, CSEA Rep
