

AGREEMENT

by and between the

TOWN OF NEW CASTLE

and

CSEA, Local 1000, AFSCME,

AFL-CIO

CSEA

Town of New Castle Unit # 9168

Westchester County Local 860

January 01, 2016 – December 31, 2020

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SIGNATURES:

John Migliaccio, President, CSEA

Robert J. Greenstein, Supervisor

Nephty Cruz, Labor Relations Specialist, CSEA

Jill S. Shapiro, Town Administrator

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MEMORANDUM OF AGREEMENT

This Agreement dated January __, 2018, by and between the Town of New Castle, a municipal corporation, having its Town Hall at 200 South Greeley Avenue, Chappaqua, New York ("TOWN"), and the Civil Service Employees Association (C.S.E.A.) Local 1000, AFSCME, AFL-CIO the certified union for the Town of New Castle Unit of CSEA, Inc.

WHEREAS, the Town, by its duly elected Town Board, and the employees of the Town, by the CSEA, their designated representative, have negotiated, agreed upon and ratified the terms and conditions of a contract of employment covering all of the employees of the Town except elected officials, part-time and appointed personnel, department heads and police personnel; and

WHEREAS, the Town and CSEA have reduced their agreement of employment to writing ("Agreement"); and

WHEREAS, it is the intention of the parties to provide for a three-year agreement.

It is agreed as follows:

ARTICLE I APPLICABLE LAW

This agreement is made pursuant to Article 14 of Civil Service Law of the State of New York and the local laws of the Town, all of which laws, as amended, shall govern the terms and provisions thereof.

ARTICLE II RECOGNITION

- A. The Town agrees to deduct dues for membership in the local Union, which is recognized by the Board as the bargaining unit. Union members shall waive all right and claim for said monies so deducted and transmitted in accordance with the authorization, and relieve the Board and all of its Officers from any liability therefore.
- B. Dues shall be deducted uniformly and consistently, on each payday of the month. Funds thus collected shall be transmitted monthly to the: Treasurer of the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.
- C. When authorized in writing by an employee, the Town shall deduct membership dues, insurance premiums, and shall otherwise implement the CSEA Master Plan by appropriate deductions from the wages of all employees, and shall remit the amount so deducted, along with the dues remitted herein, as defined in Article II(B).
- D. All employees as defined in Article III, not desiring membership in the Union, shall be required, as a condition of employment, to have deducted from their salaries a service charge for the administration of this Agreement, and the representation of such employees.
- E. The service charge of the employees shall be the amount equivalent to the amount of annual dues payable by a member of the Union in the full-time or part-time category appropriate to the status of the employee. The Town shall make deductions for agency shop fees, and remit the amount so deducted along with the dues remitted herein, as defined in Article 2(B), but identifying the Agency Shop Fee Employee.
- F. Agency shop fee deductions will commence from the employee's first paycheck, and continue until such time as CSEA notifies the Town to commence membership dues deductions.

- G. The Union affirms that it has implemented an agency fee refund procedure, which complies with applicable law.
- H. Indemnification: The Union hereby agrees to indemnify the Town and hold it harmless from all claims, damages, costs, fees or charges of any kind, which may arise out of the honoring by the Town of dues deduction authorization and the transmitting of such deducted dues to the Union.
- I. No Strike: The CSEA agrees that during the term of this Agreement there shall be no strike or slowdown of work or any other stoppage or interference, total or partial, temporary or permanent, with any of the work caused, carried on or permitted by the CSEA or any of the employees it represents.

**ARTICLE III
COLLECTIVE BARGAINING UNIT**

The CSEA shall consist of all of the employees of the Town excluding elected officials, part-time and appointed personnel, department heads and other supervisory personnel and police personnel. Part-time employment is defined to include any individual who works less than twenty (20) hours per week.

**ARTICLE IV
COMPENSATION**

A. Pay Scales. Employee compensation, job classification, and steps in grade are set forth in Schedule "A", which is attached hereto and made a part hereof.

B. Salary.

Effective January 1, 2016, there shall be a 1.75% salary increase.
Effective January 1, 2017, there shall be a 1.50% salary increase.
Effective January 1, 2018, there shall be a 1.75% salary increase.
Effective January 1, 2019, there shall be a 1.80% salary increase.
Effective January 1, 2020, there shall be a 1.85% salary increase.

The Town shall pay all employees who were employed in 2016 a lump sum retroactive salary increase for 2016. No retroactive payment will be made for 2017. Salary increases for 2017 shall be effective upon ratification of the 2016-2020 Addendum to the Memorandum of Agreement between the parties by the Union and approval by the Town Board.

C. Starting in 2008, payroll checks will be divided equally by 26 weeks at the beginning of each calendar year.

D. Annual job grade increments as set forth in Schedule "A" are not to be considered a matter of right to the employee. The granting or withholding of these increments is in the discretion of the Town Board, or their designee, which may act with the advice of the employee's department head. It is agreed that in the event an increment is to be withheld, the affected employee will be notified of this decision not later than 30 days prior to the date on which the increment would have been awarded. Such employee shall be furnished with full particulars in writing concerning the withholding of said increment and shall have two (2) weeks to file a grievance with the town board or their designee protesting the contemplated withholding.

E. Employees entitled to receive a job grade increment, shall be given said increment in the first pay period following the anniversary date of hire.

a. Step 1 of the Salary Schedule will remain at the 2012 level for the years 2013, 2014 and 2015 for any new employee hired in either of these three years by the Town.

F. All bargaining unit members promoted will be awarded a salary increase in the next pay period following his/her promotion. All bargaining unit members promoted after January 1, 1987, will move to the same step in the new group and have an anniversary date of January 1. (This will not affect their longevity or seniority; these shall be granted in accordance with the date of hire of the employee.)

G. Longevity. Longevity payments shall be made to bargaining unit members according to the following schedule:

2016 – increase longevity payments by \$75 for all steps.

2017 – increase longevity payments by an additional \$100 for all steps.

2018 – increase longevity payments by an additional \$125 for all steps.

<u># of Years</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
5-9 Years	\$1,575.00	\$1,675.00	\$1,800.00	\$1,800.00	\$1,800.00
10-14 Years	\$1,775.00	\$1,875.00	\$2,000.00	\$2,000.00	\$2,000.00
15-19 Years	\$2,025.00	\$2,125.00	\$2,250.00	\$2,250.00	\$2,250.00
20 + years	\$2,375.00	\$2,475.00	\$2,600.00	\$2,600.00	\$2,600.00

H. Longevity payments shall be made in an annual lump sum in the first full pay period following their anniversary date to qualified employees. Pro-rated payments will be made to eligible employees separating during the year.

I. Employee Evaluations. Every employee may receive an annual performance review conducted by their immediate supervisor or department head on a form attached hereto.

**ARTICLE V
HOURS OF WORK**

A. Work Schedules

The normal work schedules for employees shall be determined by the Town Board, except as herein provided.

B. Hours of Work for Town Hall Employees and Other Clerical Positions

Bargaining unit members working in Town Hall assigned to the police department or assigned clerical duties in other town locations, shall work a 35-hour workweek, Monday through Friday, 8:40 a.m. to 4:40 p.m., exclusive of a one hour lunch break during the normal work day, at a time to be determined by each department head. Variations in starting and finishing hours are allowed if mutually agreed to by the employee and the department head and approved by the Town Administrator. Changes in the work schedule for community service workers and dispatchers as required by the department head, shall be provided to the employee on no less than seven (7) calendar days notice.

From Memorial Day through Labor Day of any given calendar year, the hours will be 8:40 a.m. to 4:40 p.m. from Monday to Thursday and 8:40 a.m. to 3:25 p.m. on Friday, with a 45-minute lunch break Monday through Friday.

C. Hours of Work for Professional Recreation Department Employees

The Superintendent of Recreation is responsible to schedule all professional recreation positions for up to thirty-five (35) hours per week. These hours will be mutually determined by the Superintendent and may include evening and weekend hours. Any hours worked that are more than thirty-five (35) and up to forty (40), shall be compensated at an hour for hour rate in the form of compensatory time off or cash by mutual agreement. Monetary compensation for overtime shall be paid in the pay period following the performance of such overtime. Any hours over the 35-hour workweek must be pre-approved by the Superintendent of Recreation or his or her designated representative.

D. Hours of Work for Department of Public Works and Park's Maintenance Employees

Bargaining unit members assigned to the Department of Public Works and Park's Maintenance shall work a thirty-seven and one-half (37.5)-hour workweek as determined by the department head, beginning at 7:00 a.m. and ending at 3:00 p.m., exclusive of a one-half (1/2) hour lunch break at a time to be determined by the department head.

Between the months of April through October, parks maintenance employees may be assigned Saturday or Sunday work, when necessary in exchange for an additional day (s) off between Monday and Friday as determined by the Superintendent of Recreation.

All recycling employees within the Department of Public Works hired after May 1, 2004, will work an alternate 5-day schedule.

Water Department employees hired after 7/1/98, that are assigned to the Filter Plant shall work a rotating schedule of eighty-four (84) hours in a fourteen (14)-day pay period, as determined by the department head, of which four (4) hours will be paid at time and one-half.

E. Compensatory Time.

1. Overtime for All Employees shall be paid at time and one-half to all full-time employees who are required to work more than a normal schedule. Employees who are required to work on a Sunday or Holiday shall be paid double the employee's regular hourly rate of pay and shall be given a compensatory day off for each holiday (but no Sunday) an employee shall have worked.

2. Effective January 01, 2011, and thereafter, for all employees, compensatory time not including Holidays can be accrued to the maximum of eight (8) days in one (1) calendar year. A calendar year is defined from January 1st of any given year through December 31st of any given year. Accrued compensatory time may be taken within the calendar year. However, if by December 1st of any given calendar year the accrued compensatory time has not been taken or is not scheduled to be taken by the year's end, at the employee's request, he/she will be paid for their accrued compensatory time.

The employee may, if he /she desires, transfer his/her compensatory time to the following calendar year. However, it is understood that the maximum number of compensatory time, cannot exceed the maximum of eight (8) days in any given calendar year. The employees will be required to submit their request for compensatory time off to their respective department with prior notice as follows:

For One (1) to Two (2) Days:	Forty-Eight (48) Hours.
For Three (3) to Four (4) Days:	One (1) Week Notice.
For Five (5) to Eight (8) Days:	Two (2) Weeks Notice.

3. Employees called to work because of an emergency shall be compensated for a minimum of (4) four hours at the applicable overtime rate except when the call continues into or after normal working hours; employees cannot clock in twice in the same 4-hour "call-back" period for same call/incident; or except when continues into or after normal working hours; or except when called to work between 3 a.m. and 7 a.m. Monday thru Friday for the Department of Public Works, in which case the employee shall be paid at double time for hours worked within that period. Pay shall commence at the time the employee arrives as directed at either job site or department garage and will cease when the assignment is completed or the equipment is returned to the department garage as directed. As used herein, an "emergency call" shall be defined as an occasion when an employee is required to work after he has completed the normal workday and has left the Town's premises.
4. CSEA employees that are required to attend evening meetings of the Town Board, Planning Board, Architectural Board of Review, Zoning Board of Appeals, Recreation Commission, Conservation Board, Environmental Review Board or other Boards and Commissions, or Justice Court shall be compensated for a minimum of three (3) hours at the overtime rate. All meetings that do not adjourn until after 12:00 a.m. (midnight) shall receive double time for work past midnight.
5. All Department of Public Works overtime shall be compensated for actual time worked.
6. All clerical overtime shall be compensated for actual time worked.
7. Monetary compensation for overtime as herein provided shall be paid in the pay period following the performance of such overtime work.
8. The Town agrees to reimburse each bargaining unit member who shall have worked six (6) or more consecutive unscheduled overtime hours for meals in the amount not to exceed \$15.00, upon presentation of a voucher and receipt. Reimbursement for meal allowance may not be submitted after seven (7) calendar days from date of overtime incident.
9. The maximum number of consecutive hours of work for Department of Public Works employees shall in no event exceed sixteen (16), except when the Supervisor shall have first declared an emergency.
10. Notwithstanding the above, supervisory employees covered by the Agreement may accrue compensation for activity outside of the normal work week when they are performing work that is nonsupervisory in nature. Such extended work week compensation shall be paid on a straight-time basis for nonsupervisory work of an unplanned or emergency nature such as snow removal and water main breaks.
11. Extended work week compensation shall also be provided for work, supervisory or otherwise, which is deliberately scheduled, and intended to be performed at hours other than the normal workday in order to meet the needs of the department. This is not intended to include incidental additional time, which occurs at the beginning or end of the workday.
12. Whether payment under this provision shall be made in salary or compensatory time shall be at the discretion and approval of the department head. All such pay or compensatory time, however, shall be at the straight-time rate whether the work is performed on a weekday, weekend or holiday.
13. However, when extended work week compensation is provided for work performed on a holiday, the one day compensatory time off provided nonsupervisory employees will also be provided to supervisors for work covered by this provision.
14. The General Foreman and two other DPW employees, chosen by the Town Administrator and the Commissioner of Public Works based on their proximity to the Town and their ability to respond to emergencies on a timely manner, shall be paid three thousand (\$3,000) dollars per year, which shall not

de deemed part of their salary, in lieu of any standby pay otherwise applicable. Payments shall be paid twice per year, June and December. This additional compensation shall apply to the calendar year.

15. In accordance with the Family and Medical Leave Article of this Agreement, employees on an approved family/medical leave shall be required, where applicable to use compensatory time during the course of such leave.

16. Effective January 01, 2007, a Flex Time Committee (FTC) to be established to explore the feasibility of Flex Time for all departments. The FTC shall consist of an equal number of representatives from the Union and the Town. The specific details shall be determined by the parties at a future time for the operation of such committee.

17. Payment of any overtime shall be made in salary. However, upon the request of an employee, overtime may be paid in compensatory time at the discretion and approval of the Department Head.

18. Two (2) employees in the Water Department, chosen by the Town Administrator (in consultation with the Commissioner of Public Works) on a yearly rotating basis, shall be paid One Thousand Five Hundred (\$1,500) dollars each, per year, which shall not be deemed part of their salary, in lieu of any standby pay otherwise applicable. Payments shall be made in two installments, June and December. This additional compensation shall cover a calendar year and shall be prorated in an event the employee is not employed for the entire year.

19. The Two (2) Court Clerks shall be paid One Thousand Five Hundred (\$1,500) dollars each, per year, which shall not be deemed part of their salary, in lieu of any standby pay otherwise applicable. Payments shall be made in two installments, June and December. This additional compensation shall cover a calendar year and shall be prorated in the event an employee is not employed for the entire year.

F. All employees shall be required to utilize an electronic time clock for recording the time of arrival and the time of departure each day. Employees shall utilize an identification card swipe or other electronic means to sign into and out of work each day. Employees may not clock in early unless they have received prior express approval from a supervisor. For payroll purposes only, a grace period of up to 7 minutes beyond start time shall be granted for any employee; however this shall not excuse an employee from recurrent or excessive lateness. There shall be no grace period for early departure; however, this shall not preclude an employee from seeking permission to leave early for unusual circumstances. Any employee who arrives late may not work late to make up such time. All overtime shall be approved in writing by a supervisor. Any amount of time an employee arrives late or leaves early may be used for disciplinary purposes up to, and including, termination. Further, any abuse of time clock provisions and/or attendance rules may subject an employee to discipline up to, and including termination.

ARTICLE VI HOLIDAYS

- A. Effective January 1, 1999 and modified January 01, 2007, the following holidays shall be provided:
- o New Year's Day
 - o Martin Luther King, Jr. Day
 - o President's Day
 - o Good Friday
 - o Memorial Day

- Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Christmas Eve
 - Christmas Day
- B. In-Lieu Day. Each employee shall be entitled to one In-Lieu Day (floating holiday day) to be used in the calendar year. The requirements are as follows:
- “Effective January 1, 2007, and thereafter, the in-lieu of day must be used in the same year and cannot be carried over. The in lieu of day can be used in conjunction with vacation accruals, holidays, and compensatory time. However, the in lieu of day cannot be used in conjunction with personal days or in place of or to extend sick leave. The in lieu of day is subject to the approval of the department head as per normal notification procedures, with a one-week advance notice required.
- C. The calendar dates of these holidays will be determined by mutual agreement by January 8th of each year.
- D. Holidays are guaranteed.
- E. Upon mutual agreement, the parties may alter the days upon which the listed holidays will be celebrated.
- F. For July 5, 2013, only, all employees shall receive one (1) additional floating holiday to be taken only on Friday, July 5, 2013. Said floating holiday will expire on the close of business Friday, July 5, 2013.

**ARTICLE VII
VACATION**

A. Irrespective of the employee(s) date of hire with the Town, effective January 1, 2007, all CSEA represented employees shall be entitled to vacation time on the following basis and according to the following rules:

- | | |
|------------------|---|
| One (1) week: | During year of hire to all new employees hired prior to July 1 st of a calendar year. |
| Two (2) weeks: | As of January 1 st following the year of hire by and consecutive service with the Town. |
| Three (3) weeks: | As of January 1 st following completion of the 5 th year of hire by and consecutive service with the Town. |
| Four (4) weeks: | As of January 1 st following completion of the 10 th year of hire by and consecutive service with the Town. |

Five (5) weeks: As of January 1st following completion of the 20th year of hire by and consecutive service with the Town.

B. If the vacation period hereinabove set forth includes a holiday, the employee shall be entitled to an additional day of vacation in lieu of the holiday.

C. Schedules of vacation for the calendar year for all employees shall be delivered to the Departmental Supervisor or his or her designee by each department head no later than February 15th of each year. Any conflict with respect to vacation schedules shall be resolved on a seniority basis within each department and shall be subject to determination by the Departmental Supervisor or his or her designee within fifteen (15) days of his receipt of the vacation schedule on the basis of the public need or interest. The Supervisor's determination of seniority will be based upon an employee's first date of hiring and consecutive service.

D. Employees who submit vacation requests past the February 15th deadline will lose seniority rights and shall be required to wait until other conflicts have been resolved prior to the review of their requests.

E. After March 1st of any given year employees who have not indicated their vacation preference on the schedule as provided herein shall notify their departmental supervisor or his/her designee not less than thirty (30) days prior to their requested vacation request.

F. The determination of the Departmental Supervisor or his or her designee with respect to vacation requests submitted in accordance with this provision shall be communicated to the employee in writing. Advance vacation checks will be provided to employees with (5) five years or more of service upon the employee's written request two (2) weeks prior to the commencement of the vacation. Advance vacation checks will be no greater than the equivalent of two (2) weeks of vacation pay.

G. All scheduled vacation shall be taken in blocks of time no greater than two (2) consecutive weeks unless there is prior approval by the department head and the Town Administrator that the taking of more than two (2) consecutive weeks will not adversely affect the operations of the department. Vacations will be permitted in the Public Works Department during the winter months (December, January, February, March) in one (1) week intervals in a manner that will not adversely affect the operations of the department.

H. Employees will be allowed to carry over vacation time not used in the year in which it was earned provided they have five (5) years or more of service with the Town and the amount to be carried over does not exceed five (5) days in any year. Employees electing to carry over vacation time must obtain the prior approval of the department head and report the time to the payroll department. All other unused vacation time shall be waived if not taken in the year it is earned. Unused vacation time that has accrued as a result of an employee being denied time off may be cashed in at the rate earned.

I. In the event that an employee resigns prior to the anniversary date of his or her employment in the year following that in which he or she was hired and the employee has used his or her two (2)-week vacation, then the pay for one (1) such vacation week shall be deducted from that employee's final pay check.

J. Upon retirement or resignation, an employee shall be compensated for all unused vacation time due during calendar year of his or her retirement or resignation. It is understood and agreed that such vacation time is that which shall have been accrued and earned in the year preceding the year of resignation or retirement and that no compensation shall be given for vacation time accrued in the year of resignation or retirement. For employees hired after August 31, 2017, upon retirement or resignation, an employee shall be compensated for a pro-rata share of his/her unused January 1st vacation allotment calculated from January 1st through and including the date of retirement/resignation. In the event the employee has utilized more vacation time than the pro-rata amount of vacation time earned at the time of resignation or retirement, the equivalent dollar amount of such vacation (as outlined in Article X, Section B(1)) time shall be deducted from the employee's accumulated sick time. It is understood and agreed that the vacation time allotted as of January 1st is accrued and earned in the year of resignation or retirement and that vacation time is not accrued and earned in the year preceding the year of resignation or retirement.

K. Notwithstanding the foregoing and in accordance with the Family and Medical Leave Article of this Agreement, employees on an approved family/medical leave shall be required, where applicable, to use vacation pay during the course of such leave.

ARTICLE VIII SICK LEAVE

- A. Employees covered by this Agreement shall be granted fourteen (14) days of sick leave as of January 1st of each year.
- B. Employees hired during the year shall be granted one (1) day of sick leave for each full month remaining in that calendar year.
- C. Employees may accrue from year to year an unlimited amount of sick leave.
- D. In accordance with the Family and Medical Leave Article of this Agreement, employees on an approved family/medical leave as the result of their own serious health condition must first use all personal and compensatory time and shall then be required, where applicable, to use all sick time during the course of such leave.
- E. No sick leave may be granted, however, until an employee has six (6) months of continuous service. Sick leave is defined as absence from duty because of illness; serious health condition; injury; illness in the immediate family requiring the employee to remain home as the primary care provider; or quarantine resulting from exposure to contagious disease. Employees may utilize sick leave for up to a maximum of five (5) days in any year for a death in the immediate family of the employee.
- F. All employees shall report illness to the department head as soon as possible prior to the scheduled start of the workday, but no later than one (1) hour before the scheduled day.
- G. Upon request of the employee's immediate supervisor, a doctor's statement will be submitted for all absences of three (3) consecutive days. In certain cases and with reason, the Town Administrator may ask for a doctor's statement without any day(s) restriction. Friday and the following Monday would count as two (2) consecutive days for employees who work Monday through Friday and respectively for employees who work a work week other than Monday through Friday. (Actually, the sixth (6th) and seventh (7th) day of the work week.)

- H. If an employee, after a reasonable amount of time demonstrates a pattern of sick leave that results in no sick time accrual from year to year, the provisions of "G" above may be waived for the purposes of requiring a Doctor's note after a sick day is taken.
- I. Officers and employees who have exhausted their regular sick leave, vacation and other time credits may be granted extended sick leave upon recommendation of the department head and the approval of the Town Administrator at one-half pay for a period not to exceed one (1) biweekly pay period for each complete year of service. Any additional sick leave previously granted shall be chargeable against the allowance provided in this rule.
- J. Any member of the bargaining unit, who is necessarily absent from duty because of occupational injury or disease as defined by the Worker's Compensation Law, may, pending adjudication of his case and while his disability renders him unable to perform the duties of his position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits). Vacation, personal leave, and sick leave credits shall not be earned for periods when an employee is on such leave with pay. Should the disability persist beyond this period, any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted, such officer or employee may then be granted a leave of absence without pay. When the Worker's Compensation Board has made an award to such employee for the period of his leave with pay such compensation award for loss of time for such period shall be credited to the Town. Upon return to work, said employee maybe re-credited with that portion of earned credits consumed during the period of his absence in proportion to the amount of the Worker's Compensation award for such loss of time.
- K. Sick leave credits may not be earned while on leave without pay, or by employees on an hourly or per diem basis.

**ARTICLE IX
PERSONAL LEAVE**

- A. Personal leave is leave with pay for personal reasons and is intended to be available for use for religious observances, attendance at funerals, necessary absences due to extra-ordinary weather conditions, attendance at conventions other than on Town business, personal or family business appointments, medical and dental appointments, and where applicable, family/medical leaves.
- B. Personal leave shall be granted as follows:
 - 1. Employees hired prior to July 1st in any year shall be granted two and one-half (2 ½) days of personal leave in the calendar year in which they were employed by the Town.
 - 2. Employees hired after July 1st in any year shall not be granted any personal leave in the calendar year of employment and shall be granted two and one-half (2 ½) days of personal leave in the calendar year following the calendar year in which they were employed by the Town.
 - 3. All other employees shall be granted five (5) days of personal leave each year.

- C. Unused personal leave shall be added to an employee's sick leave credits and may be accumulated for that purpose only.
- D. Personal leave as above defined is to be use to transact personal business, to meet personal obligations during working hours and to provide compensation during family/medical leaves. Personal leave may be granted upon the approval of the department heads and the Supervisor or his or her designee, subject to the needs of the department.
- E. No compensation shall be paid for unused personal leave upon resignation or retirement.
- F. An employee who is on personal leave and is required to work will be compensated at his regular rate of pay and shall not be charged with a personal leave day.
- G. Personal leave days are not to be used in conjunction with vacation time.
- H. Personal leave shall be requested if possible 24 hours in advance of the leave day or days requested; and shall be supported by the employee's completion of a form provided by the Town which shall contain boxes to be checked, as applicable, designating the reason for request.
- I. Notwithstanding the foregoing and in accordance with the Family and Medical Leave Article of this Agreement, employees on an approved family/medical leave shall be required, where applicable, to use personal leave pay during the course of such leave.

**ARTICLE X
TERMINAL LEAVE**

- A. For employees hired prior to January 1, 2001, the Town agrees to grant a paid leave of twenty (20) working days to each employee upon his or her retirement, or upon the resignation of an employee subsequent to the vesting of his or her retirement benefits under the State Retirement System after five (5) years of consecutive service to the Town which leave shall be known as "Terminal Leave." Terminal leave as provided herein shall be exclusive of accrued vacation time, which may have been earned by an employee.
- B. Employees, upon accruing 140 days of sick leave shall be provided with selecting a benefits option as outlined in paragraph 1 or 2 below:

1. Upon ten (10) years of service with the Town of New Castle, employees who retire or leave the employ of the Town shall receive \$30 per day for accumulated sick time not to exceed 200 days under the following schedule:

Up to 50 days	25% of those accumulated sick days
51 - 100 days	50% of those accumulated sick days
101 - 200 days	75% of those accumulated sick days

As an example of the foregoing, an employee having 200 days of accrued sick time shall be entitled to 150.00 days x \$ 30.00, or \$4,500.00.

2. For employees with over 140 days of accrued sick time, the Town will allow an employee, as an option, to convert fifteen (15%) percent of the cash value of sick time over the 140 days, and make an annual payment into the Town's Deferred Compensation program on behalf of

the employee for the same amount. Employees retiring with 140 days accrued sick time will be given a lump sum check in the amount of \$250.00.

- C. The employee upon retirement shall be given the option of submitting partial or up to the maximum of 165 days to be applied to years of service credit towards retirement in the New York State Retirement System instead of taking a cash out option. Should any (sick leave) balance remain the employee at his / her request may request a cash-out in accordance with the immediate above.

**ARTICLE XI
MATERNITY LEAVE**

(Now covered by Family and Medical Leave Article)

- A. Extended Family Leave of up to two (2) months for the care of a newborn, the adoption or placement of a foster child with the employee may be granted by the Town Board without pay following the exhaustion of FMLA covered leave.\
- B. Sick leave credits shall not be earned while on leave without pay nor by employees on an hourly or per diem basis.

**ARTICLE XII
BEREAVEMENT LEAVE**

- A. Employees are entitled to up to four (4) days of bereavement leave upon the death of an immediate family member. For the purpose of this clause, immediate family member is defined as a spouse, child, child's spouse, mother, father, sibling, grandparent, grandchildren, legal guardian, or significant other.
- B. In the event of the death of a father-in-law, mother-in-law, brother-in-law or sister-in-law, the employee shall be entitled to two (2) days of bereavement leave. These days are separate and distinct from any other grant of leave, but shall not be included in any accumulated leave time.

**ARTICLE XIII
SICK BANK**

If an employee suffers from a catastrophic illness or prolonged non-work related illness or accident, the Union may post a request for employees to donate sick time from their personal banks. For every four (4) days donated, the Town will provide one (1) additional day.

**ARTICLE XIV
FAMILY AND MEDICAL LEAVE**

- A. Under the Family and Medical Leave Act of 1993 ("FMLA"), a Family/Medical Leave of Absence is an unpaid leave for eligible employees for up to a total of twelve (12) work weeks during a twelve (12)-month period for one or more of the following:
 - 1. The birth of a child and in order to care for the newborn;
 - 2. The adoption of a child, or placement of a foster child with the employee;
 - 3. To care for a child, spouse, or parent with a serious health condition;

4. Because the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

B. Employees taking an approved family/medical leave of absence granted under this Article will be required to exhaust all available pay for time not worked benefits and all available compensatory payments prior to taking an unpaid leave. Sick leave payments are only available for leaves based on employee's own serious health condition.

C. Eligible Employees. Family/Medical Leave is available to all employees, who have completed at least one full year of service with the Town and have worked a minimum of 1,250 hours in the twelve (12)-month period by the scheduled commencement date of the leave.

D. Leave Duration. Eligible employees are entitled up to a total of twelve (12) work weeks of leave during a twelve (12)-month period (or longer if required by applicable state or local law). The twelve (12) -month period is measured backward from the date an employee uses any FMLA leave. All FMLA leave will run concurrently with other similar leaves mandated by state or local law, and all vacation, personal leave, compensatory time and sick leave used during the leave will be included as part of the twelve (12)-work-week period provided by this Article. Employees entitled to more than twelve (12) weeks of leave will be if necessary, placed on an extended leave at the conclusion of twelve (12) weeks and will be subject to the terms governing such leave.

E. Employee Notice Requirements. Employees requesting leave must provide thirty (30) days advance notice of leave, or if the leave is unanticipated, as much advance notice as practicable—normally notice must be given within one (1) or two (2) business days of when the need for the leave becomes known. In case of an employee's own serious health condition or that of a family member, an employee on leave must notify the Town every thirty (30) days of the status of the condition and intent to return to work. Employees must notify their supervisor of their intent to return to work one (1) week prior to their return. In all cases, when a decision is made by the employee not to return to work, the employee must notify the Town immediately.

1. Birth of a child and in order to care for the newborn; placement of a foster child: Leave for these purposes must be taken in consecutive workweeks and must be completed within the twelve (12)-month period following the birth or placement of the child with the employee.

2. Leave to care for a child, spouse, parent or the employee's own serious health condition: Employees may take leave for these purposes on a consecutive basis or intermittently, or the employee may request to be placed on a reduced workweek or reduced workdays. An employee must request a leave anytime he/she is absent due to his/her own serious health condition for more than five (5) consecutive workdays.

3. Nonconsecutive periods of leave: If an employee requests an intermittent or reduced leave schedule, the Town may require the employee to transfer temporarily to an alternative position, for which the employee is qualified, to better accommodate the recurring periods of leave the employee will require. Employees transferred in such circumstances will receive equivalent salary and benefits. Employees requesting leaves for these purposes must make a reasonable effort to schedule the treatment, either for themselves, their child, spouse or parent so as not to unduly disrupt the Town's operation. Requests for such leaves must be directed to Town Supervisor.

F. Request for Leave

Employees requesting leave are required to complete the Town's leave of absence form and submit it to the Personnel Office at the time the leave is requested.

G. Certification Requirements

1. The Town requires certification from a health care provider substantiating the employee's leave request. Anytime an employee expects to be or is absent for more than five (5) consecutive workdays as the result of his/her own serious health condition (including pregnancy), the employee will be required to submit a medical certification. Certification requirements differ according to whether the leave is for the employee's own serious health condition or that of a covered family member. The Town's medical certification form fully explains what information is required. Employees are required to supply the certification in a timely manner, i.e., fifteen (15) calendar days or the leave may be delayed or terminated.

2. The Town may require a second, or in some cases, a third, opinion, at the Town's expense depending upon the circumstances. During the course of the leave, the Town may require medical recertification every thirty (30) days.

3. The Town also requires medical clearance indicating that the employee can return to work and perform the essential functions of his/her position. Medical certification is required for any claim that the employee is unable to return to work at the scheduled conclusion of a leave.

H. Use of Accrued Vacation and Short-Term Disability

Employees on an approved Family/Medical Leave will be required to use, where applicable, all accrued sick leave, personal days, compensatory time and unused vacation. Sick leave may only be used for a personal illness that normally qualified for such. Pay for time not worked benefits provided by the Agreement and paid during the leave will reduce FMLA leave entitlement. Employees on Family and Medical Leave are required to exhaust all applicable pay for time not worked benefits—thereafter the remainder of the leave will be unpaid. For purposes of counting the twelve (12) -workweek entitlements, all FMLA leave, where applicable, will run concurrently with other state or local law mandated leaves.

I. Employment Protection

An eligible employee who takes FMLA-protected leave is entitled to return to his or her former job or to an equivalent job with equivalent benefits, pay, and other terms and conditions of employment upon return from leave. However, no employee is entitled under this Article to any right, benefit, or position other than that to which the employee would have been entitled had he or she not taken leave. Re-instatement of employees on an extended leave are subject to the terms applicable to the leave.

J. Benefits Continuation While on Statutory Leave

During a Family/Medical Leave, the Town will continue to provide coverage for health, vision and dental insurance at the same contribution level, if any, as active employees. Other benefits, such as pension will be governed by the terms of each benefit plan.

K. Both Spouses Employed by the Town

If both spouses are employed by the Town, they may not take more than twelve (12) weeks of leave in the aggregate for the birth or care of a new born; for the adoption of foster care placement of a child; or for the care of a parent.

**ARTICLE XV
HEALTH BENEFITS**

- A. The Town shall pay in full the cost of the Municipal Employee Benefits Consortium Alternative Plan, as provided by United Health Care formerly POMCO (MEBCO/POMCO) Alternative for all current employees, retirees, as hereinafter defined, employed and hired by the Town prior to March 11, 1996, except as hereinafter specifically excluded, and the qualifying dependents of such employees and retirees. Therefore, all current and former employees who have retired from or who will retire from the Town that were hired **prior** to March 11, 1996, shall not be required to contribute toward health insurance after and during retirement. (For definition of retirees see Article XV, Health Benefits, paragraph G., as found on page 18 and see Article XV Health Benefits, paragraph H., for number of years for eligibility).
- B. All employees hired and employed by the Town on or after March 11, 1996, but prior to 2001, shall contribute fifteen (15%) percent of the total premium cost of such health plan, and shall not be required to contribute toward health insurance after and during their retirement from the Town. Employee contributions shall be made through payroll deductions by the Town.
- C. Employees hired after January 1, 2001, shall also be required to make contributions for health insurance after and during their retirement with the Town. Employee contributions shall be made through payroll deductions by the Town.
- D. Employees hired by the Town on or after February 27, 2007 shall be required to contribute eighteen percent (18 %) of total premium cost of such health plan. Employee contributions shall be made through payroll deductions by the Town. Employees shall also be required to make contributions for health insurance after and during their retirement with the Town.
- E. Employees hired by the Town on or after January 1, 2011, shall be required to contribute twenty percent (20%) of total premium cost of such health plan. Employee contributions shall be made through payroll deduction by the Town. Employees shall also be required to make contributions for health insurance after and during their retirement with the Town.
- F. Employees hired by the Town on or after January 1, 2013, shall be required to contribute twenty-five percent (25%) of total premium cost of such health plan. Employee contributions shall be made through payroll deduction by the Town. Employees shall also be required to make contributions for health insurance after and during their retirement with the Town.
- G. For the purpose of this Agreement, “retirees” shall mean any employee who resigns or retires after having attained retirement age as defined by the New York State Retirement System.
- H. The Town shall not pay health insurance benefits to persons who have retired after having worked for the Town for fewer than five (5) consecutive years, who have resigned from the Town’s employ, who have been terminated or who have retired after disciplinary charges have been served. For employees hired after August 31, 2017, the Town shall not pay health insurance benefits to persons who have retired after having worked for the Town for fewer than ten (10) consecutive years, who have resigned from the Town’s employ, who have been terminated or who have retired after disciplinary charges have been served.
- I. The Town may change health insurance carriers for those employees identified in Article XV (A) provided that the Town meets the following requirements:
 - 1. All coverage must provide benefits equal to, if not greater than, the coverage provided under the New York Statewide Health Insurance Plan.

2. Forty-five (45) days notice shall be given to the Union, where possible and practicable, of any contemplated changes in carrier and/or coverage.
 3. The Union reserves the right to move immediately to arbitration under Article XV, (A). should any benefit provided by a carrier other than the New York Statewide Health Insurance Plan diminish below the schedules provided by such carrier during the term of this Agreement.
 4. Such coverage shall be at no cost to employees identified in Article XV. (A).
- J. The Town shall pay the total cost of and maintain the CSEA Employee Benefit Fund Family Dental Plan (Horizon) for all employees and dependents effective January 1, 1992, at no cost to employees of the Bargaining Unit.
 - K. Effective January 01, 2007, CSEA Dental Retiree Plan will be offered to all eligible employees in accordance with the attached in appendix.
 - L. The Town shall pay the total cost of and maintain the CSEA Employee Benefit Fund Family Optical (Gold 12) Plan for all employees and dependents effective January 01, 2007, at no cost to employees of the Bargaining Unit.
 - M. The Town shall provide each member of the Bargaining Unit with coverage under the Employee Benefit Fund Family Coverage.
 - N. Health insurance shall be made available to all full-time employees. This includes individual and family plans, if such plans are made available by the Town. Should an employee request health insurance benefits, the employee contribution towards the annual insurance health premium shall be based on the employee's date of hire. All employees electing not to receive health insurance coverage by the Town will receive a \$3,500 payment in lieu of coverage, provided however, that at the time of the signing of this Agreement, August 31, 2017, any employee currently receiving health insurance provided by the Town and elects not to receive health insurance coverage by the Town shall receive a \$4,000 payment in lieu of coverage for the first year in which the employee declines health insurance coverage by the Town. Such payment shall be made in two equal installments in July and December of the year. For the purpose of this provision, the payment in lieu of coverage will be pro-rated over the twelve (12) month period. It is the responsibility of the employee to notify the Town Administrator's Office of a change in marital status.
 - O. Starting January 1, 2002, the Town will provide a Section 125 Cafeteria Plan for all full-time employees covered under this agreement pursuant to IRS Regulations.
 - P. The Town will reimburse all Medicare Eligible Part B retirees but not their spouse, at the standard (Base) amount.
 - Q. Employees shall be eligible for health insurance coverage through the Town on the first day of the month after the date of hire.

**ARTICLE XVI
LIFE AND DISABILITY INSURANCE**

- A. Life Insurance coverage shall be provided in accordance with the provisions of Section 60 B (Guaranteed Ordinary Death Benefit for Participating Employers) of the New York State Retirement System.

B. The Town will provide long-term disability insurance to all active employees working thirty (30) or more hours a week. After the ninety (90) -day elimination period, the qualifying employee will receive a maximum benefit of sixty (60%) percent of their monthly income up to \$1,000 a month.

**ARTICLE XVII
EDUCATIONAL AND LICENSING EXPENSES**

- A. The Town shall pay the cost of tuition and books incurred by employees who take job-related educational courses, which have been approved by the Town Board. One-half (1/2) of these costs shall be paid at the commencement of each such course and the balance shall be paid upon its successful completion.
- B. The Employer shall pay government required licensing fees required under the Commercial Drivers License Act.

**ARTICLE XVIII
PENSIONS**

The Town shall continue its program of making contributions for all of its employees to the New York State Employees' Retirement System 75I Pensions Plan (Improved Career Retirement Plan) and has adopted the provisions of Section 41 J (allowance for unused sick leave as credits toward retirement) of the Retirement System.

**ARTICLE XIX
PROMOTIONS**

- A. Each department head or other person in charge of personnel shall first post notice of all civil service (non-appointive) job opportunities on department bulletin board or other suitable place. Present Town employees who qualify shall be given first choice in the filling of such jobs. If their qualifications are equal to those of outside applicants, seniority shall also be a factor in the filling of such job.
- B. The Employer shall notify, in writing, the Union President within five (5) working days of proposed changes in titles, job abolition or upgrading.

**ARTICLE XX
TENURE**

- A. In accordance with Westchester County Civil Service Rules and Regulations the probationary period for all classes of employees shall be one (1) year.
- B. All non-competitive and labor class employees shall be afforded the same rights as competitive employees under the provisions of Section 75 of the Civil Service Law as it relates to removal or suspension after such probationary period. The Town Board shall have the right to discharge any employee during the probationary period.
- C. In the event that the Town shall reduce the number of its employees, such reduction shall be accomplished on the basis of seniority within the classification affected as per Section 80 of the Civil Service Law.

**ARTICLE XXI
GRIEVANCE/ARBITRATION PROCEDURES**

- A. An employee has the right to and may talk to his/her supervisor about any question or problem that may arise. If a difference arises concerning the interpretation or application of the terms of this Agreement, it shall be resolved in accordance with the following procedure:

Step 1: A grievance of an employee shall first be submitted, in writing, to the Department Supervisor within 10 working days of the date of occurrence. Only a representative of CSEA, and not an individual employee, may submit such grievance. The Town may hold a grievance meeting if it so desires. Present at the grievance meeting may be the Department Supervisor, the grievant, a representative of CSEA and a CSEA Labor Relations Specialist. The Department Supervisor shall have ten (10) working days from the date of the filing of the grievance to issue a written decision concerning the grievance. If the Department Supervisor does not respond within ten (10) working days, such grievance shall be deemed denied. If CSEA is not satisfied with the decision of the Department Supervisor or the Department Supervisor does not respond within ten (10) working days, the representative of CSEA may take the grievance to the second step. The representative of CSEA shall have ten (10) working days after the receipt of the decision or expiration of the Department Supervisor's time to respond to move the matter to step 2. The time frames included in this step may be waived by mutual consent of the Parties.

Step 2: If not settled at the first step, the grievance may be submitted by a representative of CSEA, in writing, to the Town Administrator. The Town Administrator may hold a grievance meeting if she/he so desires. Present at the grievance meeting may be the Town Administrator, the department supervisor, the grievant, a representative of CSEA and a CSEA Labor Relations Specialist. The Town Administrator shall have ten (10) working days to issue a written decision concerning the grievance from the date of the filing of the step 2 grievance to issue a decision. If the Town Administrator does not respond within ten (10) working days, such grievance shall be deemed denied. The time frames included in this step may be waived by mutual consent of the Parties. If CSEA is not satisfied with the decision of the Town Administrator or the Town Administrator does not respond within ten (10) working days, the representative of CSEA may submit the grievance to Arbitration.

Step 3: Final and Binding Arbitration: If CSEA is not satisfied with the decision at Step 2, CSEA shall submit written demand for arbitration within fifteen (15) days from the date of the Step 2 decision or if no decision is rendered, within fifteen (15) days from when such decision is due. CSEA shall also give written notice to the Town Administrator that it intends to submit the grievance to binding arbitration, within fifteen (15) working days from receiving the decision or from the date the decision from Step 2 was due. The Parties shall utilize the American Arbitration Association (AAA) and shall request a panel of arbitrators in accordance with its regular rules and procedures, unless in the interim, the parties have mutually agreed upon an arbitrator.

- B. An employee designated by CSEA to assist in the handling of grievances, may, with the permission of the Town Administrator or his/her Department Supervisor, leave his/her work for a reasonable amount of time to carry out his/her responsibilities. To the extent possible, handling of grievances shall be done during non-working hours so as to not interfere with essential services of the Town.
- C. The fees and expenses of the Arbitrator shall be equally split between the parties.

- D. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

**ARTICLE XXII
RECIPROCAL RIGHTS**

- A. The Town recognizes the right of the employee to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit employees during working hours, provided, however, that such visits shall not disrupt or otherwise interfere with the work being carried on. Such employee representatives shall also be permitted to appear at public meetings before the Town Board. The CSEA agrees to notify the Town Board of its designation hereunder in writing.
- B. The Town shall administer its obligations under this Agreement in a manner, which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.
- C. The CSEA shall administer its obligations under its Agreement in a fair and impartial manner.
- D. The Town recognizes the following rights of the New Castle Unit of the Civil Service Employees Association, Inc.:
 - 1. CSEA group insurance deductions from payroll, provided the authorization of the individual employee has been filed with the Town;
 - 2. One (1) hour of excused time three (3) times per year will be granted to members of the Town CSEA Unit for the purpose of attending scheduled meetings of the unit. Four (4) meetings shall be granted to employees to attend unit meetings during a contract year. Such meetings shall be scheduled after consultation with the Supervisor or his or her designee. A roster of the employees present at the meeting shall be submitted to the Supervisor or his or her designee;
 - 3. To post notices and communications on bulletin boards maintained on the premises and facilities of the Town so long as such notices pertain to CSEA business and functions;
 - 4. The President of the Westchester Chapter of the CSEA or his designated agent or the designated field representative may visit the facilities of the Town for the purpose of adjusting grievances and administering the terms of the Agreement, provided the Town received reasonable notice of the proposed visit to its facilities;
 - 5. The right of employees designated or elected for the purpose of adjusting grievances and maintaining administration rights of the CSEA under the Agreement to have reasonable amount of free time from regular duties to fulfill their obligations. The CSEA agrees to notify the Town of the name and address of its member designated for the purpose herein provided.
 - 6. The elected delegate of the unit may attend New York State Organizational (CSEA) Convention up to a maximum of four (4) days, with such time to be compensated at full pay, upon not less than three (3) weeks written notice to the supervisor or his or her designee and with his or her approval.

- E. The Town shall furnish each employee with a copy of this Agreement, when requested in writing.
- F. The CSEA shall be sole judge of its own rules and regulations with respect to CSEA membership and organizational administration.
- G. Neither the Town nor the CSEA, through its officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Agreement.
- H. There shall be no discrimination, interference, restraint or coercion by the Town or any of its officers or agents against any employee because of any lawful activities on behalf of the CSEA. Its members, officers and agents shall not coerce employees into membership in the CSEA in any manner.
- I. Maximum Association Security
 In the event laws are repealed or modified as to permit greater association security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.
- J. Separability
 If the enactment of legislation or a determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the remainder of this Agreement, which shall not affect the validity of the remainder of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not been originally included herein.
- K. Adhering to the principle that duties and obligations come with rights and privileges, CSEA shall do its utmost to see that its members perform their respective duties in the system loyally, efficiently and continuously under the terms of this Agreement. The CSEA and its members shall use their best efforts to protect the interest of the Town and its citizens, to conserve its property and to give service of the highest quality.
- L. New Titles
 The employer shall not change job titles with the sole intent of doing so in order to diminish the bargaining unit.

**ARTICLE XXIII
LABOR MANAGEMENT COMMITTEE**

The Town and CSEA agree to establish a Labor/Management Committee consisting of six (6) members, three (3) selected by union membership and three (3) by the Town Administrator. Their function shall be to discuss matters of mutual concern including, but not limited to, safety, training, cost savings, productivity and work efficiency. The Committee shall convene at the call of either party, but not more than once each month unless mutually agreed to by both parties. An agenda shall be prepared in advance of the meeting and circulated to all members of the committee and to the Town Administrator and the President of the CSEA. There shall be a record kept of the committee's proceeding.

**ARTICLE XXIV
ACCESS TO PERSONNEL RECORDS**

Employees are allowed to examine their personnel files on a quarterly basis. Employees are not allowed to remove any information from the file however any unsatisfactory evaluations, memoranda, letters, etc.

cannot be used in a disciplinary action after 18 months pursuant to Civil Service Regulations. In order to examine their file, employees must make an appointment with the personnel officer or Town Administrator designee.

**ARTICLE XXV
PAST PRACTICE CLAUSE**

The Town of New Castle will not change any term or condition of employment not covered under this contract that is deemed by PERB to be a mandatory item of negotiation.

**ARTICLE XXVI
WORKING CONDITIONS**

- A. Except in emergencies, any proposed changes in personnel rules, working methods, working conditions or regulations, shall be submitted to the CSEA for full discussion before becoming final. The CSEA shall file its comments regarding the proposed changes with the Town Board, within one (1) week after receiving notification of same.
- B. Bargaining unit work shall not be contracted out if it will result in layoff or separation to employees covered by this Agreement, except under emergency conditions and in other situations which, in the discretion of the Town Board, require an additional work force.
- C. Any employee covered by this Agreement and required by his or her department head to perform the work of a higher job classification as set forth in Classification Schedule of Town, shall be compensated at the rate of pay carried by the higher job classification. If an employee is required to perform work of a lower job classification, such employee shall be guaranteed his pay at his regular classification.
- D. Cotton Blend Uniforms for Department of Public Works, Building Maintenance and Parks Employees will be provided by the Town as follows:
 - 1. Foremen & Assistant Foremen: seven (7) pants, seven (7) shirts, three (3) jackets, five (5) T-shirts (Orange-Safety).
 - 2. All other employees (DPW, Building Maintenance and Parks) shall receive six (6) pants, six (6) shirts, three (3) jackets, five (5) T-shirts (Orange-Safety).
 - 3. All torn or unwearable uniforms shall be replaced by the Town upon presentation of said uniform and a determination by the Town that the uniform is unwearable or unmendable.
 - 4. Mechanics: The Town shall continue the cleaning service for mechanics, which provides for eleven (11) pants, eleven (11) shirts, three (3) jackets, five (5) T-shirts (Orange-Safety), and not provide uniforms.
 - 5. Departments will have the following colored T-Shirts:
 - o Parks Department – Red
 - o Recycling Department – Green
 - o Water Department – Light Blue
 - o Building/Maintenance Department – Tan
 - o Mechanics/Highway Department – Lime Green
 - 6. The Town shall provide all employees with one (1) pair of safety shoes annually up to a value of \$150. Alternatively, employees may purchase their own safety shoes and be reimbursed for their purchase up to \$150 upon submission of an original receipt to the Town Administrator within two (2) of purchase. In the event an employee returns his/her

safety shoes after he/she receives reimbursement from the Town, such employee shall be subject to discipline, up to and including termination.

- E. The quantity of uniforms provided to each employee shall remain as agreed to and as it was established in December 2006. A two-year (2-year) replacement policy shall be created and established. New uniforms to be ordered during this contract period will occur in November of 2012. Any worn or damaged uniforms can be turned in for repair or replacement within the two (2) year period. For Mechanics, their uniforms shall remain 100% cotton and shall be maintained by a reputable cleaning service. Uniforms are to be worn at all times as per established protocols of policy. Every two (2) years each employee will be given the same allotment and flexibility provided for what parts of the uniform needs to be replaced providing however that the cost is equal to or less than the normal allotment. Each employee shall be issued yellow safety vests and jackets to be worn when performing work on or adjacent roads or dangerous situations requiring visibility.
- F. Medical examinations provided through Partners In Safety shall be paid for by the Town for those employees whom the Town requires to obtain or renew their medical card to maintain their Commercial Drivers License.

**ARTICLE XXVII
CERTIFICATION OF AGREEMENT**

The parties agree that upon the execution of the contract all issues between them are completely resolved (other than filed grievances) and that they will not seek to negotiate on any additional issues during the life of Agreement.

**ARTICLE XXVIII
LIGHT DUTY (VOLUNTARY)**

In the event an employee is absent from work due to a job related injury and unable to perform his or her normal work duties, provided there is work to be performed that will not interfere with the individual's full recovery as determined by a licensed physician, the Town and employees may mutually agree that the employee can return to work on either full or part time basis to perform said work. The application of this section shall not be limited to the work specified in the individual's job description and does not employ the continued existence of any "light duty assignments." Said assignments are voluntary on the part of the employee.

**ARTICLE XXIX
TERM OF CONTRACT**

This Agreement shall become effective as of January 1, 2016, and shall terminate at the close of business on December 31, 2020.

This Agreement shall be automatically renewed from year to year hereafter unless either party shall notify the other in writing no later than the first day of July of the terminating year of said party's intention to change, alter, amend or terminate this Agreement, except that the percentage increase in salary and longevity shall be renegotiated at the expiration of two (2) years of this effective date of this agreement. The parties agree that the preceding language does not require the Town to renegotiate any provisions in the Agreement, including, but not limited to, salary and longevity, for the years 2016-2020 and only provides for negotiations for a successor agreement commencing in 2021.

ARTICLE XXX
CSEA JOB TITLES

Effective January 01, 2007, the attached CSEA Groups and Titles were adopted as the official list of Job Groups and Job Titles.

- a. Effective January 1, 2011, and thereafter, all positions falling under the category of Office Assistant shall be designated as a job group two.
- b. Effective January 1, 2011, and thereafter, all positions falling under the category of Sr. Office Assistant shall be designated as a job group four.
- c. Effective January 1, 2016, and thereafter, the position of Assistant Park Foreman shall be designated as a job group 8.
- d. Effective January 1, 2016, and thereafter, the position of Park Foreman shall be designated as a job group 11.
- e. Effective January 1, 2016, and thereafter, the position of Supervisor of Water Systems shall be designated as a job group 18.
- f. Effective January 1, 2016, and thereafter, the position of Maintenance Mechanic – Electrician shall be designated as a job group 13.
- g. Effective January 1, 2016, and thereafter, the position of Senior Bookkeeper shall be designated as a job group 12.

CSEA JOB GROUPS AND TITLES

01/1/16

JOB GROUP	JOB TITLES (ACTIVE)	JOB TITLES (VACANT)
GROUP 1	COMMUNITY SERVICE WORKER	ANIMAL WARDEN
GROUP 2	CARETAKER	ASSISTANT COURT CLERK
	PARK GROUNDSKEEPER I	OFFICE ASSISTANT – AUTOMATED SYSTEMS
	LABORER	ROAD MAINTAINER
	SECRETARY – ARCHITECTURAL REVIEW BOARD	SENIOR CLERK
GROUP 3		PURCHASE CLERK
GROUP 4	PARK GROUNDSKEEPER II	COMPUTER OPERATOR
		SENIOR OFFICE ASSISTANT – DPW
		SENIOR OFFICE ASSISTANT – ENGINEERING
GROUP 5	COURT CLERK	SENIOR STENOGRAPHER
GROUP 6	ASSESSMENT CLERK	PAYROLL CLERK
GROUP 7	INTERMEDIATE ACCOUNT CLERK	
	MOTOR EQUIPMENT OPERATOR	
	PLANNING BOARD SECRETARY	
	SENIOR OFFICE ASSISTANT – RECREATION	
	SENIOR OFFICE ASSISTANT – POLICE	
	WATER MAINTENANCE WORKER – GRADE II	
	ZONING BOARD SECRETARY	
GROUP 8	ASSISTANT PARK FOREMAN	SOCIAL WORKER SENIOR CITIZENS
		ADMINISTRATIVE ASSISTANT
GROUP 9	HEAVY EQUIPMENT OPERATOR	CODE ENFORCEMENT OFFICER
	RECREATION SUPERVISOR	
	ASSISTANT PLANNER	
	ENGINEERING TECH	
	SENIOR ACCOUNT CLERK	
	SENIOR OFFICE ASSISTANT – OFFICE MANAGE	

CSEA JOB GROUPS AND TITLES

JOB GROUP	JOB TITLES (ACTIVE)	JOB TITLES (VACANT)
GROUP 10		
	RECREATION SUPERVISOR II	
GROUP 11	PARK FOREMAN	COORDINATOR SENIOR CITIZEN SERVICES
	AUTO MECHANIC	
	WATER MAINTENANCE WORKER – GRADE I	
GROUP 12	REAL PROPERTY APPRAISER	
	SENIOR BOOKKEEPER	
GROUP 13	MAINTENANCE MECHANIC - RECYCLING	ASSISTANT MECHANIC FOREMAN
	GENERAL REPAIRER - CARPENTRY	ASSISTANT WATER FOREMAN
	ASSISTANT BUILDING INSPECTOR	
	MAINTENANCE MECHANIC – ELECTRICIAN	
	ASSISTANT HIGHWAY FOREMAN	
GROUP 14	ENVIRONMENTAL COORDINATOR	
GROUP 15		
GROUP 16	LEAD MAINTENANCE MECHANIC REPAIRER	
	LEAD MAINTENANCE MECHANIC RECYCLING	
	LEAD MAINTENANCE MECHANIC AUTO	
GROUP 17		JR. CIVIL ENGINEER
GROUP 18	GENERAL FOREMAN –HIGHWAY	
	SUPERVISOR OF WATER SYSTEM OPERATIONS	
GROUP 19	BUILDING & PLUMBING INSPECTOR II	ASSISTANT CIVIL ENGINEER

SCHEDULE "A"
SALARY SCALE
2016
1.75%

GROUP		1	2	3	4	5
1		\$43,240.70	\$50,151.56	\$53,260.02	\$56,368.48	\$59,476.95
2		\$44,877.86	\$52,024.78	\$55,225.83	\$58,428.92	\$61,630.99
3		\$46,516.03	\$53,897.99	\$57,192.66	\$60,487.32	\$63,781.99
4		\$48,199.99	\$55,828.19	\$59,219.52	\$62,611.86	\$66,003.19
5		\$49,989.78	\$57,897.79	\$61,413.25	\$64,928.71	\$68,444.17
6		\$51,879.27	\$59,961.28	\$63,483.86	\$67,006.45	\$70,529.03
7		\$53,612.08	\$62,094.97	\$65,867.86	\$69,640.75	\$73,413.64
8		\$55,493.43	\$64,307.02	\$68,243.73	\$72,180.43	\$76,117.14
9		\$57,418.54	\$66,523.13	\$70,579.91	\$74,636.68	\$78,694.47
10		\$59,379.27	\$68,804.37	\$73,010.71	\$77,217.06	\$81,423.40
11		\$61,518.05	\$71,260.61	\$75,596.18	\$79,931.75	\$84,267.32
12		\$63,661.92	\$73,715.84	\$78,174.53	\$82,634.23	\$87,092.91
13		\$65,866.85	\$76,246.36	\$80,838.34	\$85,430.32	\$90,022.30
14		\$68,189.80	\$78,931.55	\$83,679.20	\$88,429.91	\$93,178.58
15		\$70,515.80	\$81,619.78	\$86,525.15	\$91,430.52	\$96,335.88
16		\$72,908.96	\$84,386.36	\$89,454.53	\$94,522.70	\$99,590.87
17		\$74,043.48	\$85,810.86	\$91,070.32	\$96,330.80	\$101,590.25
18		\$75,177.99	\$87,236.38	\$92,687.13	\$98,138.89	\$103,589.64
19		\$76,340.99	\$88,697.51	\$94,344.64	\$99,990.74	\$105,636.85

SCHEDULE "A"
SALARY SCALE
2017
1.50%

GROUP		1	2	3	4	5
1		\$43,889.31	\$50,903.83	\$54,058.92	\$57,214.01	\$60,369.10
2		\$45,551.02	\$52,805.15	\$56,054.22	\$59,305.35	\$62,555.46
3		\$47,213.77	\$54,706.46	\$58,050.55	\$61,394.63	\$64,738.72
4		\$48,922.99	\$56,665.61	\$60,107.81	\$63,551.04	\$66,993.24
5		\$50,739.62	\$58,766.25	\$62,334.45	\$65,902.64	\$69,470.84
6		\$52,657.46	\$60,860.69	\$64,436.12	\$68,011.54	\$71,586.97
7		\$54,416.26	\$63,026.40	\$66,855.88	\$70,685.36	\$74,514.85
8		\$56,325.83	\$65,271.62	\$69,267.38	\$73,263.14	\$77,258.90
9		\$58,279.82	\$67,520.98	\$71,638.60	\$75,756.23	\$79,874.88
10		\$60,269.95	\$69,836.43	\$74,105.87	\$78,375.31	\$82,644.75
11		\$62,440.82	\$72,329.52	\$76,730.12	\$81,130.72	\$85,531.32
12		\$64,616.85	\$74,821.58	\$79,347.14	\$83,873.74	\$88,399.31
13		\$66,854.85	\$77,390.06	\$82,050.92	\$86,711.77	\$91,372.63
14		\$69,212.64	\$80,115.52	\$84,934.39	\$89,756.36	\$94,576.26
15		\$71,573.54	\$82,844.08	\$87,823.02	\$92,801.97	\$97,780.92
16		\$74,002.60	\$85,652.16	\$90,796.35	\$95,940.54	\$101,084.73
17		\$75,154.13	\$87,098.03	\$92,436.37	\$97,775.76	\$103,114.11
18		\$76,305.66	\$88,544.93	\$94,077.43	\$99,610.98	\$105,143.48
19		\$77,486.10	\$90,027.97	\$95,759.80	\$101,490.60	\$107,221.40

SCHEDULE "A"
SALARY SCALE
2018
1.75%

GROUP		1	2	3	4	5
1		\$44,657.37	\$51,794.65	\$55,004.95	\$58,215.25	\$61,425.56
2		\$46,348.17	\$53,729.24	\$57,035.17	\$60,343.20	\$63,650.18
3		\$48,040.01	\$55,663.83	\$59,066.43	\$62,469.04	\$65,871.64
4		\$49,779.14	\$57,657.26	\$61,159.70	\$64,663.18	\$68,165.62
5		\$51,627.57	\$59,794.66	\$63,425.30	\$67,055.94	\$70,686.57
6		\$53,578.97	\$61,925.76	\$65,563.75	\$69,201.74	\$72,839.74
7		\$55,368.54	\$64,129.36	\$68,025.86	\$71,922.36	\$75,818.86
8		\$57,311.54	\$66,413.88	\$70,479.56	\$74,545.24	\$78,610.93
9		\$59,299.72	\$68,702.60	\$72,892.28	\$77,081.96	\$81,272.69
10		\$61,324.68	\$71,058.57	\$75,402.73	\$79,746.88	\$84,091.04
11		\$63,533.54	\$73,595.29	\$78,072.90	\$82,550.51	\$87,028.12
12		\$65,747.65	\$76,130.96	\$80,735.72	\$85,341.53	\$89,946.29
13		\$68,024.81	\$78,744.38	\$83,486.81	\$88,229.23	\$92,971.65
14		\$70,423.87	\$81,517.54	\$86,420.74	\$91,327.09	\$96,231.34
15		\$72,826.08	\$84,293.85	\$89,359.93	\$94,426.01	\$99,492.09
16		\$75,297.64	\$87,151.07	\$92,385.28	\$97,619.50	\$102,853.71
17		\$76,469.32	\$88,622.24	\$94,054.01	\$99,486.83	\$104,918.60
18		\$77,641.01	\$90,094.46	\$95,723.79	\$101,354.17	\$106,983.50
19		\$78,842.11	\$91,603.46	\$97,435.60	\$103,266.69	\$109,097.78

SCHEDULE "A"
SALARY SCALE
2019
1.80%

GROUP		1	2	3	4	5
1		\$45,461.20	\$52,726.95	\$55,995.04	\$59,263.13	\$62,531.22
2		\$47,182.43	\$54,696.36	\$58,061.80	\$61,429.38	\$64,795.88
3		\$48,904.73	\$56,665.77	\$60,129.63	\$63,593.48	\$67,057.33
4		\$50,675.17	\$58,695.09	\$62,260.57	\$65,827.12	\$69,392.60
5		\$52,556.86	\$60,870.97	\$64,566.95	\$68,262.94	\$71,958.93
6		\$54,543.39	\$63,040.42	\$66,743.90	\$70,447.38	\$74,150.85
7		\$56,365.17	\$65,283.69	\$69,250.32	\$73,216.96	\$77,183.60
8		\$58,343.14	\$67,609.33	\$71,748.19	\$75,887.06	\$80,025.92
9		\$60,367.11	\$69,939.24	\$74,204.34	\$78,469.44	\$82,735.60
10		\$62,428.52	\$72,337.62	\$76,759.98	\$81,182.33	\$85,604.68
11		\$64,677.14	\$74,920.00	\$79,478.21	\$84,036.42	\$88,594.63
12		\$66,931.10	\$77,501.31	\$82,188.96	\$86,877.68	\$91,565.33
13		\$69,249.25	\$80,161.78	\$84,989.57	\$89,817.35	\$94,645.14
14		\$71,691.50	\$82,984.86	\$87,976.31	\$92,970.98	\$97,963.51
15		\$74,136.95	\$85,811.14	\$90,968.41	\$96,125.68	\$101,282.94
16		\$76,653.00	\$88,719.79	\$94,048.22	\$99,376.65	\$104,705.08
17		\$77,845.77	\$90,217.44	\$95,746.98	\$101,277.60	\$106,807.14
18		\$79,038.54	\$91,716.16	\$97,446.82	\$103,178.54	\$108,909.20
19		\$80,261.27	\$93,252.32	\$99,189.44	\$105,125.49	\$111,061.54

SCHEDULE "A"
SALARY SCALE
2020
1.85%

GROUP		1	2	3	4	5
1		\$46,302.24	\$53,702.40	\$57,030.95	\$60,359.50	\$63,688.05
2		\$48,055.31	\$55,708.25	\$59,135.94	\$62,565.82	\$65,994.60
3		\$49,809.47	\$57,714.09	\$61,242.03	\$64,769.96	\$68,297.90
4		\$51,612.66	\$59,780.95	\$63,412.39	\$67,044.92	\$70,676.36
5		\$53,529.16	\$61,997.08	\$65,761.44	\$69,525.81	\$73,290.17
6		\$55,552.44	\$64,206.67	\$67,978.66	\$71,750.65	\$75,522.64
7		\$57,407.93	\$66,491.44	\$70,531.45	\$74,571.47	\$78,611.49
8		\$59,422.49	\$68,860.10	\$73,075.53	\$77,290.97	\$81,506.40
9		\$61,483.90	\$71,233.12	\$75,577.12	\$79,921.12	\$84,266.21
10		\$63,583.45	\$73,675.87	\$78,180.03	\$82,684.20	\$87,188.36
11		\$65,873.67	\$76,306.02	\$80,948.56	\$85,591.09	\$90,233.63
12		\$68,169.33	\$78,935.09	\$83,709.46	\$88,484.92	\$93,259.29
13		\$70,530.37	\$81,644.78	\$86,561.88	\$91,478.98	\$96,396.08
14		\$73,017.79	\$84,520.08	\$89,603.87	\$94,690.94	\$99,775.83
15		\$75,508.48	\$87,398.64	\$92,651.32	\$97,904.00	\$103,156.68
16		\$78,071.08	\$90,361.11	\$95,788.11	\$101,215.12	\$106,642.12
17		\$79,285.92	\$91,886.46	\$97,518.30	\$103,151.23	\$108,783.07
18		\$80,500.76	\$93,412.91	\$99,249.58	\$105,087.35	\$110,924.02
19		\$81,746.10	\$94,977.49	\$101,024.45	\$107,070.31	\$113,116.18