
AGREEMENT

by and between the
TOWN OF OYSTER BAY



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



Town of Oyster Bay
Local 881

January 1, 2022 - December 31, 2028

TOWN OF OYSTER BAY

JOSEPH S. SALADINO
Supervisor

Town Board
MICHELE M. JOHNSON
LOUIS B. IMBROTO
THOMAS P. HAND
STEVE LABRIOLA
LAURA L. MAIER
VICKI WALSH

Town Clerk
RICHARD LaMARCA

Receiver of Taxes
JEFFREY P. PRAVATO

TOWN OF OYSTER BAY LOCAL 881
CIVIL SERVICE ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

President
JARVIS T. BROWN

Executive Vice-President
GUADALUPE JOHNSON

4th Vice-President
DAVE CRITELLI

1st Vice-President
SAL CECERE

5th Vice-President
SHERI PORTER

2nd Vice-President
THOMAS ROBINSON

Recording Secretary
LISA FAGIOLA

3rd Vice-President
GINA VALLI

Treasurer
KATHRYN LAW

CSEA LRS
PATRICK NAGLIERI

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PREAMBLE

Agreement made and entered into as of the 1st day of January, 2022, by and between the Town of Oyster Bay, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771 (hereinafter designated "Town"), and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, covering the Town of Oyster Bay Local 881, Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO, having its principal office at 143 Washington Avenue, Albany, New York (hereinafter designated "Association" or "Union").

WITNESSETH:

Whereas, the Town and the Association, in order to effectuate the purposes and intent of the provisions of Chapter 392 of the Laws of 1967 of the State of New York (also designated Public Employees' Fair Employment Act), and thereby promote a harmonious relationship between the parties and between the parties in interest herein; and

Whereas, the Town and the Association, as the result of collective negotiations in accordance with said Laws and laws applicable thereto, and intending to be bound, hereby AGREE as follows:

ARTICLE I – TERM OF AGREEMENT

This Agreement shall take effect the 1st day of January, 2022, and shall continue in full force and effect to and including the 31st day of December, 2028. At any point in time after January 1, 2027, upon the request of either party, the Town may opt to negotiate the reopening of this Agreement to discuss increasing wages and improving fringe benefits only. In discussing those items the parties shall consider the previous years' retirements and separations from service.

ARTICLE II – RECOGNITION

The Town recognizes the Association as the sole bargaining and representative agent for and on behalf of its full-time and part-time employees, including employees holding the following civil service titles: Lifeguard I Pool, or Bay, or Ocean, or Instructor; Lifeguard II Pool, or Bay, or Ocean, or Instructor; Life Guard III, Pool, or Bay, or Ocean, or Instructor; Lifeguard Trainee Seasonal, except that seasonal employees, temporary employees and elected public officials, as well as officials performing a legislative or judicial function pursuant to subdivision 2 of Sec. 682 of the New York State General Municipal Law and/or those employees having a title on Addendum A are not included as employees represented by the Association.

ARTICLE III – RIGHTS OF ASSOCIATION

3-1.0 – Payroll Deductions

During the term of this Agreement, the Town shall process the following payroll deductions as set forth below. In no event shall the Town be responsible for the use and application of the funds so deducted except to forward same pursuant to the provisions hereinafter applicable. The administration of all funds deducted hereby shall be the responsibility of the Association.

3-1.1- Dues

Within fifteen (15) days after presentation to the Comptroller of an authorization, in writing, signed by the employee, the Town agrees to deduct from wages of such employee on each payday, the dues prescribed by the Association and to forward the full amount thereof to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York. Such payroll deduction authorization form shall be in the form approved by the Town. Any changes to the authorization form shall be made in writing and shall be subject to approval by the Town and the Association.

3-1.2 – Credit Union

Upon presentation to the Comptroller, by the employee, of a proper payroll deduction authorization form approved by the Town, Credit Union payroll deductions shall be made by the Comptroller pursuant to Town of Oyster Bay Local Law for Credit Union Payments or Deposits as authorized by the employee on the form prescribed for said purposes by the Office of the Comptroller, and to forward the full amount thereof to the Treasurer of the Credit Union.

3-1.3 – Life Insurance

3-1.3.1 – Premiums deducted for group life and accidental death benefits offered by the Association approved insurance company shall be forwarded to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York.

3-1.3.2 – Premiums for group life and accidental death benefits shall be forwarded to the Association, in care of the President of the Town of Oyster Bay Local 881.

3-1.4 – Benevolent Associations

Contributions to benevolent associations requested by an employee on authorization forms available and processed by the Town Comptroller shall be made through Credit Union deduction; total deductions thereof shall be forwarded to the Treasurer of the Credit Union for allocation and distribution.

3-1.5 – Supplemental Insurances, United Fund, PEOPLE

Upon presentation to the Comptroller by the Association of an employee's authorization, payroll deductions shall be made accordingly and the amounts thereon designated shall be forwarded to the designated Association office for administration and processing.

3-1.6 – Legal Assistance Plan

Upon presentation to the Comptroller by the Association of an employee's written authorization, payroll deductions for the Legal Assistance Plan shall be made accordingly and the amounts thereon designated shall be forwarded to the designated Association office for administration and processing for a Legal Assistance Plan to be provided through the Association. The plan will be at full contribution to the employee if he/she chooses to participate.

3-1.7 – Individual Retirement Accounts

Contributions to an Individual Retirement Account, provided through the Association shall be made by payroll deduction upon presentation to the Comptroller of a signed authorization form thereof by an employee.

3-2.0 – Office Space

The Town agrees to furnish suitable office space within existing Town facilities to the Association for the conduct of its business affairs.

3-3.0 – Attendance at Regular Association Board Meetings; Board Member Identification

Association Board members shall be released no more than one time per month from work-related duty after prior written notification to each Board member's respective Department Head to attend regular Association meetings of the Association Board. The Association shall notify, in writing, the Office of the Supervisor and the relevant Department Head of the names of incoming and outgoing Board members. The Office of the Supervisor will not unreasonably deny any additional request for release from work-related duty upon review of same, with one week's notice, in writing, to the Office of the Supervisor and respective Department Head.

3-4.0 – Association Activity

- A. Each Department Head, or designee, shall be notified in writing by the CSEA President, or designee, prior to release of an employee for attendance at Association activities.
- B. The President and the Executive Vice President of the Town of Oyster Bay Local 881 of the Civil Service Employees Association, Inc., along with one other Union member chosen by the President, in agreement with the Town Supervisor, shall be permitted to perform their duties as CSEA officers on a full-time basis and receive the full salary and benefits for their step and grade on the graded salary schedules.
- C. Two officers of the Association shall be standing members of the Anti-Harassment and Non-Discrimination Committee and Workplace Violence Committee.
- D. The Association shall not claim any right to use a Town vehicle.
- E. In addition to the President, the Executive Vice President, and one other officer as mentioned in section “B” hereof, the Town shall provide the Association a full-time employee to perform clerical duties on a full-time basis without loss of pay or any other benefits. This full-time Association release employee shall be selected by the President with the approval of the Town. The President shall be entitled, upon reasonable notice to the Town, to have said employee removed from union release status and said employee shall be returned to normal Town duties. A replacement clerical Association release employee shall be provided as described above.
- F. The Town shall allow the Association, free of charge, use of available park facilities one day per year. Such date will be on a mutually agreed upon Saturday between the Memorial Day and Labor Day Holidays. Additionally, the Town shall reserve a weekday in May for the Association’s use of the Honorable Joseph Colby Town of Oyster Bay Golf Course.

The Town shall reserve days, subject to availability, of Town park and/or Town facilities for the holding of Union sponsored barbeques.

- G. In the event that a Town employee who is the President of Town of Oyster Bay Local 881 Civil Service Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter "Local 881") who is on full time release and receiving an annual stipend as part of his or her base pay becomes an officer of the Civil Service Employees Association Local 1000, AFSCME, AFL-CIO (hereinafter "CSEA") such employee shall be permitted to perform his or her duties as an officer of CSEA in complete satisfaction and fulfillment of all job requirements and duties with the Town. Such individual shall receive the exact wages (base pay, stipends, shift differential, holiday pay etc.) that he or she would have received had he or she remained the President of Local 881. CSEA agrees to reimburse the Town of Oyster Bay for expenses incurred by the Town relative to the employee's status as a Town employee. Such reimbursement shall be to the fullest extent permitted by law and shall include but not be limited to basic salary, stipends, the cost of participation in the Retirement System, health benefits, payroll taxes, leave benefits, and all other employer-employee related expenses. For purposes of this section "officer" shall be defined as President.
- H. The President, Executive Vice President, the other officer mentioned in section "B" hereof, and the full-time employee to perform clerical duties as mentioned in section "E" hereof, shall be entitled to earn up to 112 hours of overtime in each calendar year, for working on the holidays delineated in section 7-1.4 of this agreement, in accordance with the provisions of section 5-4.0, and payment of said overtime shall be charged to the department in which such employee receives his or her regular salary payment.

3-4.1 – Limited Access Areas

There are several areas within Town facilities that are for authorized personnel only. If a CSEA representative wishes to enter a limited access area to investigate a problem, notification is to be given to the Department Head so that appropriate arrangements can be made for the CSEA to have access thereto. Access shall be permitted to such limited access area provided such access is relevant and does not interfere with the proper administration of the Town's activities.

3-4.2 – CSEA Activity by Off-Duty Employees on Town Property

Any employee who is a CSEA representative and who is off the clock while Town operations are being conducted shall have the CSEA President contact the appropriate Department Head in advance in order to obtain consent to come onto the Town's property to conduct CSEA business. Consent will be granted provided same is requested by the Local President and said CSEA representative shall thereafter be granted said access. However, if said CSEA representative interferes with the proper administration of Town activities while on Town property, he/she shall be required to leave said Town property.

3-4.3 – Agency Shop

In the event that an "agency shop" is permitted through legislative process and/or judicial determination during the term of this Agreement, the Town agrees to adopt such agency shop law within thirty (30) days after the Association duly institutes said fee for and on behalf of the employees comprising the bargaining unit.

ARTICLE IV – RIGHTS OF TOWN

4-1.0 – Management

It is understood and agreed that the Town has the exclusive right to manage its affairs, to direct and control its operations and independently to make, carry out and execute all plans and decisions

which it deems necessary in its judgment for its welfare, advancement or best interests of its constituency. Such management prerogatives shall include but not be limited to the following rights:

4-1.1 – To select, hire, promote, transfer, assign, discharge, discipline, or lay off employees, or discontinue their positions;

4-1.2 – To make rules and regulations governing conduct, appearance and safety of employees;

4-1.3 – To maintain discipline and efficiency of employees;

4-1.4 – To determine schedules of work including overtime;

4-1.5 – To contract for performance of any of its services and increase or decrease the scope thereof;

4-1.6 – To install or remove equipment; and

4-1.7 – To establish and maintain all other work rules and necessary and reasonable operating rules and regulations.

4-2.0 – Appointment and Employment

The Town and those designated by a prevailing law or Local Law shall have sole discretionary powers in the appointment or employment of any Town employee.

4-3.0 – Probationary Period

4-3.1 The “at will” probationary term for the following classes of Town employees shall be six (6) months commencing from the first day of the rendering of services:

- a. Labor class titles;
- b. Certified competitive employees; and
- c. All non-competitive employees whose titles are not listed on Addendum A.

4-3.2 The “at will” probationary term for part-time employees shall be one (1) year commencing from the first day of the rendering of services.

4-4.0 – Disciplinary

4-4.1 – All full-time and part-time employees classified as non-competitive or labor class who shall have completed the required probationary period shall receive the applicable benefits of Section 75 of the Civil Service Law and of other rules and regulations applicable thereto. The Association President may designate any Association officer or shop steward to be the CSEA representative for all member hearings.

4-4.2 – All other employees, classified as provisional, seasonal, trainees, unclassified, exempt or non-competitive who are Department Heads, their Deputies, Division Heads, Assistants, or their Secretaries, may be removed without cause at any time by the authorities so empowered. The Disciplinary Procedure shall be as set forth in Addendum B attached hereto and made a part hereof.

ARTICLE V – WAGES AND HOURS OF EMPLOYMENT

5-1.0 – Graded Salary Plan

5-1.0.1

Employees employed on a permanent, full time graded basis, except Department Heads, Division Heads, their Deputies, Assistants and Secretaries who are classified by Civil Service as unclassified or exempt, and except those employees who are otherwise excluded by the provisions of Article II, shall be paid in accordance with the salary schedules attached hereto as Addenda I through VII.

5-1.0.2

Effective January 1, 2022, the Graded Salary Schedule shall be amended to reflect:

- a. Increases in grades and steps will be equal to \$1,500.

b. Removal of Step 90.

5-1.0.3

All employees hired on or after January 1, 2017 shall not go beyond Step 15 on any Graded Salary Schedule.

5-1.0.4

Within thirty (30) days of ratification of the Agreement, or, on or before January 31, 2022, whichever is sooner, all full-time employees hired prior to January 1, 2022 shall receive a one-time lump sum payment of two-thousand-five-hundred (\$2,500) dollars.

5-1.0.5

Effective January 1, 2022, if applicable, all full-time employees hired prior to January 1, 2022 will transition to the 2022 Graded Salary Schedule (Addendum I). All full-time employees will be placed on to the step on the 2022 Graded Salary Schedule that is closest to, but not less than, said employee's grade and salary as of December 31, 2021, and, except those who step up from Step 90, will then move to their next step on the 2022 Graded Salary Schedule. If an employee's salary as of December 31, 2021 is equal or greater than the limitations (stepped out) of the 2022 Graded Salary Schedule for said employee's respective salary grade and date of hire, said employee will have their salary rounded up to the next highest thousand and receive an additional one-thousand-five-hundred (\$1,500) dollars.

5-1.0.6

Effective January 1, 2023, the graded salary schedule in effect on December 31, 2022 shall be increased across the board by the sum of five-hundred (\$500) dollars. Additionally, if applicable, each employee hired prior to January 1, 2023, shall move from their then present position on the salary schedule to the next step of their respective salary grade on the 2023 Graded Salary Schedule

(Addendum II). Notwithstanding the foregoing, each employee hired prior to January 1, 2023 and whose salary is equal or greater to the limitations (stepped out) of the 2022 Graded Salary Schedule for said employee's respective salary grade and date of hire, shall have their salary increased by an additional one-thousand (\$1,000) dollars.

5-1.0.7

Effective January 1, 2024, all full-time employees hired prior to January 1, 2024 shall move from their then present position to their next step of their respective salary grade on the 2024 Graded Salary Schedule (Addendum III). Notwithstanding the foregoing, each employee hired prior to January 1, 2024 and whose salary is equal or greater than the limitations (stepped out) of the 2023 Graded Salary Schedule for said employee's respective salary grade and date of hire, shall have their salary increased by an additional one-thousand (\$1,000) dollars.

5-1.0.8

Effective January 1, 2025, the salary of all full-time employees hired prior to January 1, 2025 shall be increased by one-thousand-five-hundred (\$1,500) dollars [See 2025 Graded Salary Schedule (Addendum IV)].

5-1.0.9

Effective January 1, 2026, all full-time employees hired prior to January 1, 2026 shall move from their then present position to the next step of their respective salary schedule on the 2026 Graded Salary Schedule (Addendum V). Notwithstanding the foregoing, each employee hired prior to January 1, 2026 and whose salary is equal or greater than the limitations (stepped out) of the 2025 Graded Salary Schedule for said employee's respective salary grade and date of hire, shall have their salary increased by one-thousand (\$1,000) dollars.

5-1.0.10

Effective January 1, 2027, the salary of all full-time employees hired prior to January 1, 2027 shall be increased by one-thousand-five-hundred (\$1,500) dollars [See 2027 Graded Salary Schedule (Addendum VI)].

5-1.0.11

Effective January 1, 2028, all full-time employees hired prior to January 1, 2028 shall move from their then present position to the next step of their respective salary schedule on the 2028 Graded Salary Schedule (Addendum VII). Notwithstanding the foregoing, each employee hired prior to January 1, 2028 and whose salary is equal or greater than the limitations (stepped out) of the 2028 Graded Salary Schedule for said employee's respective salary grade and date of hire, shall have their salary increased by one-thousand (\$1,000) dollars.

5-1.0.12

It is understood that after December 31, 2028, no employee shall be placed beyond the limitations of the Graded Salary Schedule.

5-1.0.13

It is understood that all of the above salary changes shall be made effective on the start of the first full pay period following the cited dates.

5-1.0.14

In the event that a new collective bargaining agreement is not executed by July 1, 2029, or by July 1 of any year thereafter, all qualified employees shall be entitled to be paid on the next step on the salary schedule and each employee entitled to receive any longevity payments shall be entitled to receive same. These payments, when made, shall be retroactive to the first full pay period of

January 2029 or the first full pay period of any January thereafter. The same procedure shall apply to any longevity payments to which any employees are entitled.

5-1.0.15 – Notwithstanding the foregoing provisions of Article V, an employee may be hired at a salary step of the employee's salary grade greater than the starting salary step of such salary grade if the Town and the Town of Oyster Bay Local 881 of the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO agree that circumstances warrant such action. Additionally, an employee may be granted additional salary step increases if the Town and the Town of Oyster Bay Local 881 of the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO agree that circumstances warrant such action.

5-1.1 – Longevity

All Employees shall be granted a longevity payment, as indicated, to be in addition to the salary provided on the graded salary plan, effective on the first day of each calendar year subsequent to such anniversary date:

<u>Years of Service</u>	<u>Amount of Longevity Payment</u>
15 years of service	\$1,500.00 Total
20 years of service	\$2,000.00 Total
25 years of service	\$2,500.00 Total
30 years of service	\$3,000.00 Total

5-2.0 – Computation of Hourly Rate

For differential pay and overtime, the hourly rate of pay shall be determined by dividing the employee's bi-weekly salary by 80.

5-3.0 – Night Differential Pay

A 7½% night shift differential shall be paid to full-time permanent employees assigned to a scheduled night shift. For the purpose of this section, the night shift differential shall be deemed to apply if more than half the work shift falls within the night shift hours of 5 pm to 7 am. Notwithstanding the foregoing, full-time permanent employees who replace employees who are receiving night differential pay shall receive night differential pay while replacing such employees. Employees who receive night differential pay on a regular basis as part of his or her regular work shift, and who are absent from work shall continue to receive night differential pay while utilizing their accumulated leave entitlements unless such employees applied for and are receiving Disability Insurance Benefits, or are absent and have applied for, and are receiving, benefits under the Family Medical Leave Act for the care of a spouse, parent or child.

5-4.0 – Overtime

Except as otherwise provided herein, or in any law applicable thereto, overtime shall constitute work performed in excess of the normal work week as established by the Department Head and shall, as hereinafter provided, be compensable either by an overtime rate of pay or by compensatory time off, at the employee's option. Except as otherwise provided herein, the overtime rate of pay for authorized overtime work shall be at the rate of time and one-half the regular rate of such employee's pay. Compensatory time off earned for authorized overtime work shall be earned at the rate of time and one-half. Any unauthorized absence and/or absence without pay shall not be counted as time worked for purposes of computing overtime.

5-4.0.1 – The Local President shall be entitled to departmental or divisional overtime records, as appropriate, within one week after a written request is made to the Commissioner of the respective Department.

5-4.1 – Eligibility

Town employees are eligible for cash overtime payments, if he or she is Grade 28 or below. All other employees may receive compensatory time off for such authorized emergency overtime work at a rate of one-and-one-half (1.5) hours per each hour worked or may be paid at the rate of straight time at the employee's option.

5-4.1.1 – Whenever there are three (3) or more pieces of vehicular equipment, excluding passenger cars, in operation during a declared emergency, there shall be at least two (2) mechanics of the Central Vehicle Maintenance Division (“CVM”) on duty. Whenever there are in excess of four (4) such pieces of equipment in operation, the Commissioner of the Department of Public Works, or his or her designee, shall determine the number of mechanics on duty; however, there shall be a minimum of two (2) mechanics as provided above. Whenever there are four (4) such pieces of vehicular equipment in operation in other overtime situations, there shall be at least two (2) mechanics on overtime. Should the Town fail to notify the next eligible CVM mechanic(s) for overtime under Section 5-4.2 of the Agreement, the Town shall schedule with the employee compensatory overtime within a period of five (5) working days after appropriate notice has been given by CSEA of the failure to call in the mechanic(s). If the individual is offered said compensatory overtime and thereupon refuses to accept same, then the Town shall be discharged of any obligations it may have under Section 5-4.2.1.

5-4.2 – Special Provisions

5-4.2.1–Compensatory time off earned for authorized overtime work shall be earned at the rate of time and one-half.

5-4.2.2 – Any employee working on a holiday that is New Year's Day, Juneteenth, Fourth of July, Christmas Day, which falls on a Saturday or Sunday shall receive the overtime rate of pay of time and one-half the regular rate of such employee's pay.

5-4.2.3 Pay in Lieu of Meal Allowance

In the event an employee is required to work in excess of his or her normal eight (8) hour shift, he or she shall receive one-half (1/2) hour overtime pay in lieu of a meal allowance for every additional continuous four (4) hours of overtime work, but in no event shall said payment exceed one (1) hour of overtime pay for that day.

5-4.2.4-Portal to Portal

In the event of an emergency caused by severe, inclement weather where an employee is delayed in reporting when called in for snow and ice control, such employee, in addition to any overtime to which he or she may be otherwise entitled, shall receive pay not to exceed one-half (1/2) hour in travel from portal to portal.

5-4.2.4.1 - In the event that an employee in the Highway Division is required to report to work for overtime scheduled prior to his normal starting time, he or she shall be notified before 10:00 pm the day immediately preceding the day for which the overtime is scheduled. In the event of an overtime emergency, an employee notified after 10:00 pm and prior to 7:00 am to report for work shall have the option of either reporting to work immediately or at the time requested in the notification. In either case, said employee, in addition to any overtime to which he or she may be otherwise entitled, shall receive pay not to exceed one half (1/2) hour as travel from portal to portal. This provision shall not apply to those employees who work on a 4 hour shift basis. The call-in provision in this paragraph shall only apply to calls made between the hours of 10:00 pm and prior to 7:00 am during any day of the week.

5-4.3 – Department Heads shall assign overtime work to qualified personnel on a seniority basis, whenever possible, and shall keep accurate records of said assignments to assure equal distribution of overtime. Seniority shall be based upon the employee's full-time date of hire, unless otherwise provided by law.

5-4.3.1 – An employee called to report to work in an emergency shall receive the number of overtime hours worked or two (2) hours of overtime, whichever is greater.

5-4.4 – Method of Payment

The Town agrees to pay all overtime payments in a separate payment with the understanding that the calculation and preparation of such separate payments requires additional time by the Office of the Comptroller. The Office of the Comptroller agrees to process said payments as expeditiously as practicable.

5-5.0 – Year of Service

For all purposes under this Agreement, an employee's year of service shall be deemed to occur on the anniversary day of completion of a full year of service, and on such annual anniversary thereafter.

5-6.0 – Hours of Daily Service

Except as otherwise indicated, the following hours of daily service shall be maintained as regular schedule of employment:

5-6.1 – Management, administrative, and clerical staff personnel shall have a normal work day, including lunch break, of seven and three-quarters (7¾) hours, usually commencing at 9:00 am.

5-6.2 – All other employees shall have a normal work day including lunch break, consisting of eight (8) hours, the starting time of which shall be determined by the department or division head.

When a change of shift is contemplated, employees must be given at least seventy-two (72) hours' notice of such change except in emergencies.

5-7.0 – Employment Week

The average employment week shall be five (5) days for each week, except as provided below.

5-7.1 – For all permanent clerical staff personnel, the (5) days shall be from Monday through Friday, except for those personnel employed to render service on other days.

5-7.2 – For all other personnel employed to render services on Saturdays and Sundays and/or on shifts, the days of weekly employment shall be as assigned and scheduled by Department or Division Heads.

5-7.3 – All employees assigned to the Solid Waste Disposal Complex shall be entitled to time and one-half for work on Sunday, irrespective of the number of days worked in the work week, except for those employees who elect to work on Sunday as part of their regular work week.

5-7.4 – In the Division of Sanitary Collection, task completion personnel work week shall consist of four (4) days: Monday, Tuesday, Thursday and Friday, a forty (40) hour work week, with each day being considered to be of ten (10) hours duration. (See Section 7-1.4.4 of this Agreement.) Sanitation collection shall include the pickup of garbage, rubbish, and recyclables. As part of their employment, all Division of Sanitation four-day per week employees shall be required to complete all training and testing mandated under Federal Legislation, State Legislation and/or Town Policies during their normal ten-hour workday.

5-7.5 – Cement Crew, Lighting Bureau and Bay Constable employees' work week shall consist of four (4) ten (10) hour days.

5-8.0 – Lunch Break and Coffee Breaks

The lunch break shall not exceed one hour in duration and is to be assigned by the Department Head or designee to each employee, and is otherwise to be consistent with the hours approximately at the midpoint of the employee's normal work day. Alternate scheduling of hour lunch period may be utilized if mutually agreed upon by Association and Department Head. All employees are entitled to two (2) coffee or rest breaks each day. These shall be of fifteen (15) minutes duration each and shall be assigned by the Division Head or Supervisor approximately halfway between the beginning of the normal work day and the lunch period and the end of a shift.

5-9.0 – Special Provisions

In the case of a declared emergency, an employee of the Town who is assigned to work in the capacity of driver of a Town vehicle and who in any twenty-four (24) hour period works for sixteen (16) consecutive hours as a driver, may be permitted to leave work provided that the employee receives the consent of their Commissioner.

5-9.1 The Snow Emergency Plan shall include all employees of the Highway Department as they are required to work on the day(s) of snow emergency. The Snow Emergency Plan shall also include employees in other departments, on an as needed basis, to be determined by management, including but not limited to the following department titles: Sanitation Supervisor I, Sanitation Supervisor II, Sanitation Supervisor III, Highway Maintenance Supervisor I, Highway Maintenance Supervisor II, Highway Construction Supervisor I, Highway Construction Supervisor II, Equipment Supervisor, Labor Supervisor I, Labor Supervisor II, Groundskeeper I, Groundskeeper II, Equipment Operator I, Equipment Operator II, Equipment Operator III, Sanitation Worker I, Sanitation Worker II, Laborer I, Laborer II, and Auto-Mechanic. All employees that are included in the Snow Emergency Plan are required to report and return to work

their next regularly scheduled work shift directly following an emergency snow removal assignment unless directed otherwise by management. The provisions of this section are subject to Town of Oyster Bay policy.

ARTICLE VI – EMPLOYEE BENEFITS

6-1.0 – During the term of this Agreement, the Town agrees to the following insurance coverages for and on behalf of permanent, full-time employees:

6-1.1 – Health Insurance

Upon the employee's selection of an offered health coverage plan, the Town shall assume the full cost of premiums thereof not to exceed the amount as would otherwise be contributed under the then current "New York State Health Insurance Plan" (NYSHIP) (also known as the Empire Core Plan plus enhancement) or H.I.P. options under this Agreement, whichever is greater. Said insurance benefits shall continue for all employees who retire from the Town under the provisions of the New York State Employees Retirement System and the terms and conditions of the NYSHIP or H.I.P. program. Any exceedance shall be borne by the employee and shall be deducted from the employee's paycheck. Employees hired on or after January 1, 2017 shall contribute fifteen (15%) percent health insurance premium plus 100% of the exceedance as described above, if any, which said contribution shall cease upon retirement.

6-1.1.1 – Except as provided in this Agreement, this benefit shall be discontinued upon involuntary termination or upon unauthorized absence of more than thirty (30) days. It shall also be discontinued for employees on authorized leave of absence without pay, unless said employees elect in writing to continue said benefit and pay, to the Town, the premium cost thereof as determined by the Department of Human Resources.

6-1.1.2 – Notwithstanding the provisions of 6-1.1, it is the intent of the parties that all Town of Oyster Bay employees currently contributing towards Health Care costs may be offered a Health Insurance Plan option that requires no premium contribution. The parties acknowledge that such a plan may provide benefits and benefit levels different than those currently available via the NYSHIP or H.I.P. plan. CSEA may propose to the Town, subsequent to ratification by the Town and CSEA, and make available to such contributing employees, an alternative plan with a premium cost equal to or less than 85% of the cost of the NYSHIP or H.I.P. plan. Subject to the Town's approval, such an alternative plan to NYSHIP or H.I.P. shall be made available to the membership.

6-1.1.3 – The Town shall have the right to change health insurance carriers provided the benefits are substantially equivalent to the then current benefits offered by the NYSHIP and that future increases in benefits by the NYSHIP will be provided by the Town and/or its carrier, at no cost to the employees, subject to the provisions of Section 6-1.1.

6-1.1.4 – Health Insurance Buyback Program

All eligible employees who are otherwise insured with health insurance, may waive coverage provided by the Town and participate in the Health Insurance Buyback Program set forth in Addendum D, attached hereto and made a part hereof.

6-1.1.5 – Death Benefit

In the event of the death of any employee or of any retiree who retired or retires after January 1, 2010 and who completed at least ten (10) years of active service in the New York State and Local Employees Retirement System, the Town agrees at its sole cost and expense to continue health insurance benefits, pursuant to NYSHIP rules, for a period of five (5) years for the deceased employee's or retiree's dependents unless prohibited from doing so by law or regulation.

6-1.2 – Dental Insurance

6-1.2.1 – The Town shall pay for and maintain the dental insurance plan in existence on the date of execution of this Agreement unless the parties agree to a different or alternate dental insurance plan. A joint Association/Town committee consisting of three Association selected members and three Town selected members may be established to review and recommend an alternate dental insurance plan provided the cost of such alternate plan does not exceed the monies currently allocated for the dental insurance plan in existence on the date of execution of this Agreement. The committee's recommendation shall be subject to approval by the Town Board and the Association. This benefit shall be discontinued upon termination, or, upon unauthorized absence of thirty (30) days or more. The benefit shall also be discontinued for employees on authorized leave of absence without pay, unless said employees elect in writing to continue said benefit and pay for the premium cost thereof to the Town as determined by the Department of Human Resources.

6-1.2.2 – For those employees who retired or retire from the Town on or after January 1, 2006, the Town shall continue, at its sole cost and expense to pay for the Dental Benefit for said retiree and his/her spouse, if any, as per the then current Dental Plan. In the event of the death of the retiree, his/her surviving spouse shall receive continuing dental coverage for six (6) months after the death of said retiree. Thereafter, the surviving spouse shall be permitted to elect, in writing, to continue said dental benefit and pay for the premium cost thereof to the Town as determined by the Department of Human Resources.

6-1.3 – Waiver of Double Health And Dental Coverage

All employees shall execute a waiver indicating that if both the employee and his or her spouse are employed by the Town, only one spouse will elect family health and dental coverage. In the

event of the death of the spouse with the family coverage, the Town agrees to continue the existing family health and dental coverage until such time as the surviving spouse and family is eligible to be covered under his or her own family plan.

6-1.4 – Disability Insurance

The Town shall maintain a New York State Disability Insurance Plan for its permanent full-time employees, provided all subscribers continue to contribute to the cost thereof, as provided by law, and submit a New York State Disability Form (Form DB-450) to the Department of Human Resources prior to or upon onset of said disability.

6-1.4.1 – Each employee may receive his/her full salary while on disability leave by utilizing leave time accrued prior to the date the employee commences disability leave. The employee, for this period, shall assign his/her right to disability insurance payments to the Town of Oyster Bay. Anything to the contrary notwithstanding, an employee shall be allowed to carry into the next year any vacation which could not have been used by virtue of this paragraph.

6-1.4.2 – Employees who have used all of their sick, vacation and personal leave, may be eligible to receive Sick Leave at Half Pay not to exceed in total a period equal to two pay periods for each completed year of service, provided that the employee seeking Sick Leave at Half Pay has first used at least twenty (20) days of his/her accrued time for absences for the illness for which he/she is seeking Sick Leave at Half Pay. This twenty (20) day requirement must be satisfied for the application to be considered. Such employee's eligibility for Sick Leave at Half Pay shall be determined by the Labor-Management Review Board which shall be composed of three members of Management appointed by the Supervisor and two members of Labor appointed by the Local President of the CSEA. Such Review Board, in determining if an employee is entitled to Sick Leave at Half Pay, shall in addition to the foregoing, consider the following criteria which are

essential to any grant of the subject benefit: number of years that the employee has served the Town; nature of the employee's service and job responsibilities; recommendation of his Department Head; his/her record of attendance; his/her record of discipline; and nature of injury. In no case shall the combined income of Disability Compensation benefit and the employee's Sick Leave at Half Pay exceed his/her normal salary. The Comptroller shall reduce such Sick Leave at Half Pay in accordance with this limitation whenever necessary.

6-1.5 – Workers' Compensation Insurance

The Town shall pay for and maintain prevailing Workers' Compensation coverage for all of its employees.

6-1.5.1 – Special Provisions

Each employee may receive his/her full salary while on Workers' Compensation by utilizing, in the following order, sick days, vacation days, personal days and compensatory time which the employee actually accrued prior to the date on which he/she sustained the injury. For this period, the employee will assign to the Town of Oyster Bay his/her rights to Workers' Compensation indemnity benefits but not other insurance benefits. It is understood that under no circumstances can an employee collect both State disability insurance benefits and Workers' Compensation benefits for the same time.

6-1.5.2 – When a Workers' Compensation award is made, the employee will be reimbursed proportionally for any accrued leave entitlements the employee actually used on a pro-rata basis. This pro-rata basis will be computed by utilizing a ratio of the Workers' Compensation money or weekly indemnity benefits over the gross regular salary of the employee.

6-1.5.3 – When the employee is receiving Workers' Compensation for a period in excess of the number of sick days, vacation days, personal days, and compensatory time which he/she has

accrued, or in instances where the employee has chosen not to utilize these accrued entitlements during the time the employee is covered by Workers' Compensation benefits, the employee will receive no salary from the Town but will receive his/her Workers' Compensation check or weekly indemnity benefits.

6-1.6 – Optical Plan

The Town shall provide and assume the full cost of a family optical plan for its employees. Such optical plan shall be the CSEA Employee Benefit Fund Platinum 12 plan or its equivalent. The Town reserves the right to change plans and/or providers, provided the benefits are substantially equivalent. The Town agrees to provide, at Town expense, this Optical Benefit (plan) to its retirees who retired or retire on or subsequent to January 1, 2006.

6-2.0 – Retirement

The Town agrees to provide the following Career Retirement Plan for its eligible officers and employees in compliance with the designated provisions of the Retirement and Social Security Law of the State of New York:

- a. An improved plan pursuant to Section 75(1) of said law; An allowance toward service credit for unused sick leave pursuant to Section 41(j) of said law;
- b. The privilege afforded by Section 43(g) relating to transfers of members between retirement systems; and subdivision 4 of Section 243 of the Military Law of the State of New York relating to an election by a public employee to contribute to the prevailing retirement system while on military duty.

6-2.1 – Whenever an employee intends to retire, he/she shall provide notice to his/her Department Head and to the Department of Human Resources no less than thirty (30) days prior to the proposed date of retirement. No absence shall be permitted after notice of an intention to retire has been

given, unless proof of illness is provided. In such case, the employee shall be subject to examination by a physician designated by the Town at the expense of the Town. Any unauthorized absence under this provision shall result in a “no pay” day.

ARTICLE VII – LEAVES

7-1.0 – Vacations

7-1.1 – All permanent, full-time employees shall be entitled to annual vacation time in accordance with the following schedule. During the first year of employment, employees shall earn a total of eight and one-half (8.5) vacation days. Such vacation time shall be earned on a prorated basis from the first day of Town employment. Thereafter, every January 1, any employee hired prior to January 1, 2022 shall receive the vacation allowance in accordance with the following schedule:

<u>At the completion of:</u>	<u>Entitlement</u>
6 months of employment	4.60 days
For the period of 6 months to 1 year of employment	.65 days credited after every two (2) bi-weekly pay periods
2 years of employment	One (1) day for every completed month from 1 st Anniversary to December 31
3 years of employment	14 days
4 years of employment	16 days
5 years of employment	16 days
6 years of employment	17 days
7 years of employment	17 days
8 years of employment	18 days
9 years of employment	18 days

10 years of employment	20 days
11 years of employment	20 days
12 years of employment	21 days
13 years of employment	21 days
14 years of employment	21 days
15 or more years of employment	25 days

Employees hired on or after January 1, 2022 shall receive and accrue vacation time according to the schedule above, but shall not receive more than twenty days per year upon the completion of ten years of employment.

7-1.1.2 – For those employees whose service has been interrupted during any year, the vacation entitlement shall be prorated accordingly.

7-1.1.3 – Except as herein otherwise provided all qualified employees who have served continuously for a year or more as of January 1st will have earned their vacation for that year. However, upon termination for cause, no vacation time entitlement shall be granted or paid. It is the understanding of the parties that all vacation time for all employees shall be credited to them as of January 1st of each year for that particular year, provided they have been employed for a year or more prior to that January 1st.

7-1.1.4 – Scheduling and Carry Over

The scheduling of vacation, or the continuity thereof, shall be subject to the approval of the employee's Department Head, provided, however, that no employee shall be entitled to take in excess of ten (10) consecutive vacation and/or personal and/or compensatory time or in excess of ten (10) vacation and/or personal days in any one calendar month, and it is further provided that the employee's Commissioner or Department Head may override the ten (10) day limit. For all

permanent, full-time employees the amount of vacation time earned, but unused in one year, may be carried over and added to the vacation entitlement for the next succeeding year, provided, however, that the sum of such carry-over and such vacation entitlement of the year into which the carry-over is brought forward shall not exceed seventy (70) days for the period of January 1, 2022 through and including December 31, 2022. Thereafter, the sum of such carry-over and such vacation entitlement in the year into which the carry-over is brought forward shall not exceed sixty (60) days for the period of January 1, 2023 through December 31, 2028, as set forth in the Memorandum of Understanding of the Town and Union pursuant to Town Board Resolution No. 577-21, adopted on October 5, 2021.

7-1.1.5 – Upon the commencement of each calendar year, the payroll account of each permanent full-time employee shall be credited to reflect all authorized accumulated vacation carried forward from year to year as provided in Section 7-1.1.4 above.

7-1.1.6 – Upon the death in service or upon termination of service for any reason, other than cause, an employee, or his or her legal representative, shall be entitled to cash payment of the monetary value of his or her unused accumulated vacation leave time and carried over into the calendar year in which such termination or death occurs. In addition thereto, upon the death in service, or upon termination of service for any reason, other than cause, in the case of any officer or employee covered hereby, such officer or employee, or his or her legal representative, shall be entitled to cash payment of the said employee's vacation entitlement in the year of such termination. It is understood that no vacation entitlement shall be paid upon termination for cause.

7-1.2 – Sick Leave

Each employee shall be entitled to the following sick leave benefits:

7-1.2.1 – One (1) day of sick leave for each completed two calendar bi-weekly pay periods, or at a rate of thirteen (13) days per annum until the maximum is reached. Sick Leave credit may be accumulated up to a maximum of two hundred forty (240) days. For those employees hired on or after January 1, 2017, sick leave credit may be accumulated up to a maximum of one hundred twenty (120) days.

7-1.2.1.1– Excess Sick Leave Accrual

Notwithstanding the foregoing two hundred forty (240) day or one hundred twenty (120) day sick leave limitation, an employee may continue to accumulate sick days in excess of the said maximum accumulation with such days to be utilized only in the instance where such employee has sustained a catastrophic illness or injury and who has used all vacation time, sick leave, personal leave and any compensatory time standing to his/her credit and has no regular leave entitlement available. In such instance, such employee shall be able to utilize such excess leave as a consequence of such catastrophic illness or injury provided such illness or injury shall be certified to by a doctor. In no event, however, shall leave accrued beyond the two hundred forty (240) sick day or one hundred twenty (120) sick day maximum accrual be utilized in any computation for termination pay purposes as the same is provided in Section 7-1.2.2, et seq., of this Agreement.

7-1.2.1.2– Voluntary Sick Leave Transfer

An application for voluntary transfer of sick leave from one employee to another in cases of dire and catastrophic personal or family (defined as spouse, parent, or child) illness shall be determined by the Labor-Management Review Board. The Leave Donation Form to be completed by the donating employee for consideration of the Labor-Management Review Board is attached hereto as Addendum E.

7-1.2.2– Payment for Sick Leave

Upon an employee's death, during full-time employment, the employee's beneficiary or estate shall be paid one hundred (100%) percent of any unused accumulated sick leave. Upon retirement under the New York State Employees Retirement System, or upon voluntary separation from service, an employee shall be paid in accordance with the following schedule:

7-1.2.2.1 – Fifty (50%) percent of said employee's accumulated unused sick leave for those employed up to ten (10) years;

7-1.2.2.2 – Sixty (60%) percent of said employee's accumulated unused sick leave for those employed from ten (10) years to twenty-five (25) years;

7-1.2.2.3 – Eighty (80%) percent of said employee's accumulated unused sick leave for those employed from twenty-five (25) years to thirty (30) years;

7-1.2.2.4 – One hundred (100%) percent of said employee's accumulated unused sick leave for those employed thirty (30) years or more.

7-1.2.2.5 – The provision contained herein for cash payment of unused sick leave shall not extend to any sick leave which is applicable to and credited toward credits as provided for in Section 41(j) of the Retirement and Social Security Law of New York State.

7-1.2.2.6 –Sick leave is to be used for the personal sickness of the employee, or to care for an ill or injured parent, spouse or child only. No payment for unused sick leave shall be made upon termination for cause, involuntary separation, or termination involving discipline.

7-1.2.2.7 – Proof of Illness

- a. Absence for personal illness, or for the care of an ill or injured parent, spouse or child, may be charged against accumulated sick leave credits; the Department Head may require the employee to be examined at the expense of the Town by a physician, designated by the

Town Board, in which case the employees shall not be charged for the time spent at said examination. Whenever an employee is absent from work for three (3) consecutive days and has been granted sick leave for said days, or whenever an employee is absent on the first work day before or the first work day after a holiday or vacation, said employee may be required, at the discretion of the Department Head, to produce the appropriate applicable proof of illness at the employee's own expense.

- b. In the event of failure to submit the appropriate proof of illness upon request, or in the event that upon such proof as is submitted, or on the report of medical examination by the Town designated physician, the Department Head finds that there is no satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence shall be considered as unauthorized leave and shall not be charged against accumulated leave credits and shall be deemed an absence without pay, which may subject the employee to disciplinary action.

- c. Abuse of Sick Leave – Abuse of sick leave privileges shall be cause for disciplinary action.

7-1.2.2.8 – In the event of the employee's illness or injury requiring time off in excess of accumulated sick leave with full pay, and Sick Leave Half Pay as hereinabove provided, an employee may be granted sick leave without pay by the Department Head for a period not to exceed six (6) months upon written request. The employee's return to work shall be predicated upon the employee's physician's statement attesting to said employee's fitness to return to duty.

7-1.2.2.9 – Four Hour Annual Excused Leave

All full-time employees shall be entitled to a sufficient period of time, not to exceed four (4) hours, taken in one work day, on an annual basis, to undertake a screening for Prostate Cancer or Breast

Cancer. Proof of screening may be requested by the Department Head or his/her designee upon the employee's return to work.

7-2.2.10 – On-Site Wellness Services

All full-time employees shall be permitted to schedule a wellness exam during their work day when on-site wellness services are offered.

7-1.3 – Personal Leave

During each year of this Agreement, all eligible Town employees shall be entitled to five (5) personal leave days per year without loss of pay upon the following conditions:

7-1.3.1 – Subject to prior approval of the Department Head or his/her designee except in an emergency where it is impracticable to obtain prior approval, in which case notice shall be given as soon as possible;

7-1.3.2 – Entitlement to personal leave days shall commence after the first six (6) months of employment;

7-1.3.3 – (a) In addition to such other leave as may be provided herein or as may be otherwise provided, any Town officer or employee who is a duly authorized voting delegate, a chief or other representative of a volunteer firefighter's association, or a veterans' organization duly permitted by law, who for good cause shown by said association or organization, has business to conduct at an annual convention, may be granted authorized leave to attend said annual convention. Written notice requesting the leave pursuant to this section shall be made to the Town Supervisor at least two weeks in advance and shall state the exact length of the leave and the return to work date. The Local 881 President shall make written notification of the names of those requesting to attend the convention pursuant to this section to the Town Supervisor, the Department of Human Resources

and each attendee's Department Head. Such written notice shall be made at least two weeks in advance.

(b) In addition to such other leave as may be provided herein or as may be otherwise provided, any Town employee serving in the capacity of a volunteer firefighter or an auxiliary police officer, responding to a fire emergency or police emergency during hours when not on duty for the Town, and thereafter, due solely and as a direct result of responding to such fire or police emergency, is unable due to fatigue and exhaustion, to return to his/her Town position and satisfactorily perform his/her duties as such Town employee, no charge shall be made for an absence resulting therefrom, providing the following procedure is adhered to:

The Chief of the Fire Company or his/her designee or a representative of the Police Department, or representative of the Metropolitan Transit Authority, whichever is applicable, shall send a letter to the employee's Department Head, explaining the circumstances surrounding the attendance of the employee at the fire or police emergency, which would dictate the necessity of said employee's absence from work with the Town, due to extreme fatigue and/or exhaustion.

(c) The Department Head may verify any leave taken pursuant to Section 7-1.3.3(a) and (b) by forwarding a request to the Department of Human Resources, who shall seek confirmation from the Committee appointed by the Chairman of the Town of Oyster Bay Fire Advisory Board. Any such information received from the Committee shall be forwarded directly by the Committee to the requesting Department Head, who shall make a final determination.

7-1.3.4 – Any unused personal leave days remaining at the end of the calendar year shall be transferred to said employee's accumulated sick leave.

7-1.3.5 All part-time employees with at least one (1) year of service from the date of hire shall be eligible to earn one (1) hour personal time for every forty (40) hours worked, with a maximum of twenty-four (24) hours earned per year. Part-time employees who are eligible to earn personal time may accumulate personal time credit up to a maximum of forty (40) hours.

7-1.3.6 – Jury Duty

Any employee receiving notice to appear for jury duty shall advise his/her Department or Division Head immediately. If service is rendered, said employee's salary shall continue without charge against leave time throughout the employee's absence for said purpose, provided proof thereof be submitted upon his/her return. Said employee shall remit to the Town any compensation, exclusive of payments for mileage or meals, received by the employee for jury service.

7-1.3.7 – Official Board Appearance

Upon submission of written notification, the Department Head shall grant an employee leave with pay for appearances required before official Town committees or official hearings before the Civil Service Commission, the Workers' Compensation Board, Disciplinary Proceedings or Public Employees' Relations Board. Such leave shall not include preparatory time.

7-1.3.8 – Reserve Military Duty

An employee duly required to perform ordered military duty, pursuant to Section 242 of the Military Law of the State of New York, for a period not to exceed thirty (30) days in any calendar year, shall receive full pay and benefits. For ordered military duty in excess of thirty (30) calendar days, said employee will not receive pay or other benefits for the period beyond the first thirty (30) days, but may elect in writing, to continue to receive said benefits and to pay for the premium costs

thereof. Said employee will, upon receipt of such military orders, forthwith provide a copy thereof to his/her Department Head who will forward same to the Office of the Comptroller and to the Department of Human Resources.

7-1.3.8.1

An employee duly required to perform ordered military duty in excess of thirty (30) days shall be eligible to earn a one-quarter personal day for each two-week pay period until the employee returns from ordered military duty to the Town, commencing on the first day after the thirty (30) day period.

7-1.3.9 – Highway Department

In the Highway Department, an employee may utilize one-half (1/2) personal day upon three (3) days written notice to the Department Head of his/her desire to take said time.

7-1.4 – Holidays

All permanent, full-time employees except those task completion personnel as described in Section 7-1.4.4 below, shall be entitled to leave with pay for the following designated holidays:

New Year's Day

Dr. Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

General Election Day

Veterans' Day

Thanksgiving Day

The day after Thanksgiving

Afternoon of day before Christmas Day

Christmas Day

Afternoon of day before New Year's Day

In the event Christmas Day or New Year's Day occurs on a Sunday, or a Monday, the day before such days shall be construed as the last workday preceding said holidays. In the event that a holiday falls on a Saturday, the preceding Friday will be the designated holiday. In the event that a holiday falls on a Sunday, the following Monday will be the designated holiday.

7-1.4.1– Holiday Entitlement

Those on leave of absence without pay or Sick Leave Half Pay, at the time of a holiday, are not entitled to be paid for the holiday. Those absent without authorization for any portion of the work day immediately prior to or subsequent to the holiday in question are not entitled to be paid for the holiday.

7-1.4.2 – In the event that the services of employees are required during any holiday specified in Section 7-1.4, such employee shall receive straight time for time actually worked in addition to a full day's pay for the holiday.

7-1.4.3 – In the event that an employee not regularly scheduled for employment on any holiday specified in Section 7-1.4 is required to work thereon because of an emergency declared by Department Head, said employee shall receive time and one-half pay for time worked that day in addition to a day's pay for the holiday.

7-1.4.4 - Task Completion

Personnel of the Division of Sanitation Collection Services shall receive a total of fifteen (15) hours straight time for a normal day's work on the following holidays: Presidents' Day, Columbus Day, General Election Day and the Day after Thanksgiving.

- a. Those who work on Christmas Eve or New Year's Eve shall receive a total of fifteen (15) hours straight pay for a normal day's work;
- b. Designated holidays for task completion personnel participating in the program shall be:

New Year's Day

Dr. Martin Luther King Jr. Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Christmas Day

- c. When a foregoing designated holiday falls on a Monday or Tuesday, task completion personnel shall work on Wednesday of that week, and when such designated holiday falls on Thursday or Friday, such personnel shall work on Saturday of that week. When a foregoing designated holiday falls on a Wednesday, task completion personnel shall be granted a compensatory day off. When such personnel work on Wednesday or Saturday they will be paid fifteen (15) hours straight time for that day's work.

Any failure to work on Wednesday or Saturday in the week in which one of the designated holidays pursuant to Section 7-1.4.5(c) occurs shall cause the absent worker on leave without pay to lose the holiday as a paid day.

7-1.5 – Bereavement Leave

Each permanent, full-time employee shall be entitled to receive up to three (3) days leave of absence for the purpose of bereavement, without the loss of pay in the event of the death of a member of said employee's immediate family. It is understood that a member of the immediate family shall be deemed to be an employee's spouse, child, mother, father, brother, sister, grandparent, step-parent, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, aunt or uncle (sibling of mother or father).

7-1.6 – Compensatory Time Off

Except as otherwise provided in this Agreement, the granting, selection and allowance of compensatory time off shall be subject to the approval of the employee's Department Head. Upon the death, disability retirement, lay-off, and/or separation due to the disability of an employee who has worked for the Town of Oyster Bay for five years or more, while on Town payroll, there shall be a cash payment to said employee, calculated at the current rate of pay for said employee or to the estate of the deceased employee, as the case may be, for 100% of the unused compensatory time said employee had accumulated.

7-1.7 – Benefits Earned on Leave

An employee on authorized leave with full pay shall continue to earn vacation and sick leave benefits provided herein.

7-1.8 – Benefits for Employees Assigned to a Four Day Work Week.

For employees assigned to a four day work week of ten hours per day, each workday will be considered to be 1¼ days long for purposes of Sick Days, Vacation Days, and Personal Days and will be so charged to the Leave With Pay account maintained by the Comptroller. Bereavement Days will continue without change and be charged at the current rate.

7-2.0 – Leaves of Absence

Leaves of absence without pay for a period not to exceed six (6) months at a time may be granted by the Department Head pursuant to Nassau County Civil Service Rules and Regulations. Such leaves may be granted for reasons other than medical and should be requested whenever possible one (1) month in advance.

7-2.1 – During authorized sick leaves without pay, however, subject to the approval of the Department Head, the Town may continue payment for dental and health insurance premiums for said employee. If the Town elects not to continue said premium payments, the Town shall notify said employee thereof who may elect to pay full cost of said premiums.

7-2.2 – (a) For the health and welfare of the employee, a leave of absence for maternity reasons shall be granted in accordance with the applicable laws governing same.

(b) **Child Care Leave**— Child Care Leave shall be provided for employees upon the birth or adoption of a child. Leave, including any accrued leave entitlements utilized, must commence within sixty (60) calendar days of the birth of a child, parented by the employee, or sixty (60) calendar days of the adoption by an employee of a child less than five (5) years of age.

(c) **Family Medical Care Leave** shall be provided to employees for the illness of a child, parent or spouse, which requires care by another. Such illness must be at least one (1) week in

duration. Proof of the illness may be requested by the Town and in such instances medical certification will be provided at the employee's expense.

(d) Leaves granted under (a), (b), or (c) above shall extend up to six (6) calendar months inclusive of the use of accrued leave entitlements.

(e) No more than one employee per family may be on Child Care Leave or Family Medical Care Leave at any one time.

(f) No employee shall be eligible for Child Care Leave or Family Care Leave until after the completion of one (1) full year of actual completed service.

7-2.3 – A leave may be granted for non-controverted workers' compensation cases. Such leaves may be extended for a period not to exceed two (2) years.

7-2.4 – Military Leave

An employee ordered to perform Active Duty in the Armed Forces of the United States shall be granted military leave without pay, pursuant to Section 243 of the Military Law of the State of New York.

ARTICLE VIII – CONDITIONS OF EMPLOYMENT

Unless otherwise provided in this Agreement, the conditions of employment shall be as follows:

8-1.0 – An employee, during the course of his/her employment, shall perform the assigned and related duties and functions of his/her position faithfully and diligently. Performance of any other undertaking shall be pursued only with the approval of the employee's immediate supervisor.

8-2.0 – An employee shall give to his/her immediate supervisor prompt notice of any contemplated or emergency absence from employment for any cause whatsoever. Failure to comply will be cause for dismissal or suspension of any and all employee benefits as per Department Work Rules.

8-3.0 – The Town will distribute one pair of work shoes and gloves per year to designated employees. CSEA may provide the Town with specifications for shoes within the same cost range. For safety reasons, the Town shall have final approval of all shoes so suggested by CSEA. Employees who receive uniforms and other protective clothing shall be held personally responsible and accountable for the safekeeping and condition of any items issued to them. Employees who are assigned uniforms by the Town shall be required to wear them while working.

8-4.0 – Seniority

Seniority shall be based upon the employee's full-time date of hire, unless otherwise provided by law.

8-5.0 – Age Requirements

The minimum working age of permanent, full-time employees is 17. In the Division of Sanitary Services, no person shall be hired as a Sanitation Worker or Laborer to be assigned to a garbage truck who is under the age of 18.

8-5.1- Commercial Driver's License Requirements

Every full time sanitation employee holding a civil service sanitation worker I title as of August 2, 2018, must obtain a Commercial Driver's License (CDL) within six (6) months of the date of hire, and retain the CDL as a condition of employment.

8-5.2 – Medical Examination

Pre-Employment physical examinations are required of all permanent, full-time employees. Upon the recommendation of the Department or Division Head, additional examinations may be required of an employee by Town health care providers. Each employee must submit to such an examination when required to do so.

8-5.3 – No Town vehicle will be operated unless the driver has a valid New York State Motor Vehicle License. All drivers of motor vehicles shall be required to make available their driver's license to their immediate supervisors upon request. In an instance where a license has been revoked, suspended or permitted to expire, the holder of such license must report the same to his/her supervisor immediately. Failure to report same shall subject the violator to disciplinary action which may result in suspension or removal.

8-6.0 – Vacancies

The declaration and filling of vacancies or positions within a Department shall be determined by the respective Department Heads subject to certification of funds therefor by the Comptroller and subject to applicable laws, rules and regulations thereon. The Department of Human Resources will provide each Department with a list of titles in existence in the said Department with the applicable job classifications. This information will be maintained in the office of the Department or Division Head, and shall be available for all employees upon request.

8-6.1 – Promotional

Whenever promotional vacancies occur in the non-competitive and labor classes, insofar as may be practicable, such vacancies shall not be filled for a reasonable period to allow qualified employees the opportunity to apply for the promotional vacancy after the posting of such vacancy by the respective Department or Division Head. Every employee desiring to apply for promotional vacancies shall fill out an application form setting forth his/her background, education, experience and qualifications, which shall be submitted to the Department or Division Head. The respective Department Head will then make his/her determination with regard to the candidate on the application form and submit the same to the Department of Human Resources for review pursuant to Civil Service requirements.

Insofar as practicable, with regard to promotions and transfers in the non-competitive and labor classes, the following factors shall be given consideration, with seniority as the first priority, suitable ability to the requirements to the new positions, experience and training, dependability, and job performance. Department Heads must keep seniority lists which shall be made available to representatives of the Association on request. The aforementioned shall not be construed as superseding or amending Civil Service Law, nor the Rules, Regulations or Determinations of the appropriate Civil Service Commission.

8-6.2 – Transfers or Reassignments

8-6.2.1 - If an employee desires to transfer to another department within the same title, he/she may submit a request to his/her Department or Division Head in writing. Such transfers can only be accomplished upon the approval of the Department Heads of the transferring and receiving departments, the Association, and the Town Supervisor. A Department Head may, after notification to the employee involved, request that an employee be transferred, within the same title, to another department or division; such transfer shall become effective upon approval of the receiving Department Head, the Association, and the Town Supervisor.

8-6.2.2 - Occasionally an employee may be requested to work out of title, either on an emergency basis or for purposes of observing and evaluating the said employee for promotion. In such situations there shall be no additional remuneration. No employee should work out of title for more than six (6) months without said employee being placed in the applicable title, provided the said employee qualifies in all respects with Civil Service requirements.

8-7.0 – Conduct

All employees are to conduct themselves at all times in a proper and respectable manner, regardless of where they may be employed, be it in an office or in the field. Their personal appearance is to

be neat and clean, their language should be devoid of abusive or foul language, and at no time should an employee imbibe alcoholic beverages while on assigned duties. The unauthorized use of narcotics or "recreational" drugs or illegal substances is prohibited. Apparel worn must be appropriate for the work to be performed. Whenever protective clothing or equipment is issued, it must be worn or used. Insubordination is prohibited. Any person who violates the provisions of this section shall be subject to disciplinary proceedings by the respective Department Head.

8-8.0 – Work Rules

The organization, formulation, interpretation, review, recommendation and implementation of all work rules shall rest within the discretion and determination of the Town, subject to the consent of the Association, which consent shall not be unreasonably withheld. It is the acknowledged intent of any work rules not to retract or alter any rights specifically granted under this Agreement.

ARTICLE IX – GENERAL PROVISIONS

9-1.0 – No Strike Provisions

The Association reaffirms that neither it nor its members shall engage in a strike or any other form of work stoppage or slowdown, nor shall it cause, instigate, encourage or condone any such strike, work stoppage or slowdown, and agrees to be subject to the provisions of Section 210 of the Civil Service Law of the State of New York.

9-2.0 – No Discrimination

There shall be no discrimination with regard to hiring, job tenure, or promotion because of activities of employees on behalf of the Association.

9-3.0 – Legislative Action

If any provision of this Agreement requires legislative action to permit its implementation, it shall not become effective until the appropriate legislative body has given approval.

9-4.0 – Grievances

Pursuant to Article 16 of the General Municipal Law of the State of New York, the parties agree to pursue the grievance procedure annexed hereto and made a part hereof, designated Addendum “C.”

9-5.0 – Distribution of Printed Agreement

The Association shall prepare and distribute copies of this Agreement to the employees.

9-6.0 – Implementation

The provisions of this Agreement shall be expressly limited to the terms and conditions of employment set forth in this Agreement and shall not be construed to restrain or limit the employer in the full and absolute management of its affairs, except as otherwise provided herein.

9-7.0 – Job Protection

9-7.0.1 - In the event of lay-off or curtailment of activities, and positions in the noncompetitive or labor classes are abolished, suspension or demotion among the employees holding the same or similar positions shall be made in the inverse order of original appointment. However, the date of original appointment of any such employee who was transferred to the Town from another governmental jurisdiction upon the transfer of functions shall be the date of original appointment on a permanent basis in the non-competitive or labor class in the service of the governmental jurisdiction from which such transfer was made.

9-7.0.2 - Upon the abolition of positions in the non-competitive or labor class, employees holding the same or similar positions who have not completed their probationary service shall be suspended or demoted before any permanent employees. Among such probationary employees, suspension or demotion shall be made in the inverse order of date of probationary appointment in the noncompetitive or labor class in the service of the Town.

9-7.0.3 - In the event of lay-offs or curtailment of activities, and positions in the non-competitive or labor classes are abolished, those laid off will have their names placed on a preferred list for four (4) years and be entitled to recall rights analogous to those in competitive titles pursuant to Civil Service Law. Employment recall of such positions shall be as "New Hires." (Competitive class employees shall be governed by Civil Service Rules and Regulations, although preferred lists shall be extended an additional four (4) years whereby retention of such positions shall be as "New Hires.")

9-7.0.4 - For lay-offs in the non-competitive class, seniority shall take "promotional lines" into account. For example, if the Town lays off in the Laborer II title, those employees effected (if ever holding a Laborer I title) shall not be laid off before an individual who is less senior and holds a Laborer I or Laborer II title.

9-7.0.5 - The original appointment of an employee shall mean the date of his/her first appointment on permanent basis in the non-competitive or labor class followed by continuous service in the non-competitive or labor class on a permanent basis up to the time of abolition of positions.

An employee who has resigned and who has been reinstated or re-appointed in the service of the Town within one year thereafter shall be deemed to have continuous service for the purposes of determining vacation and retirement entitlements.

9-7.0.6 - Upon the abolition of titles in the Town, suspension or demotion shall be made from among employees holding the same or similar titles in the entire Department or agency within which such abolition of title occurs.

9-7.1 – Health and Dental Insurance on Lay-Off

So long as it is permissible, full-time permanent employees with at least three (3) consecutive completed years of service with the Town, who are laid-off, shall be entitled to receive Health and

Dental insurance, at Town expense, for a period of one (1) year from such employee's termination of employment with the Town.

9-7.2 – The Town shall not layoff any member of the bargaining unit during the term (January 1, 2022 through December 31, 2028) of this Agreement for any reason, including economic and budgetary stringency. Further, notwithstanding any provision of Article IV, Rights of the Town, the Town agrees not to privatize any department or division for which employees are members of CSEA represented employees during the term of this Agreement. This provision shall be considered to “sunset” on December 31, 2028.

9-8.0 – Amendments

This Agreement shall not be altered, modified, or changed, except by mutual consent of the parties hereto in writing.

9-9.0 –Productivity– the Town and the Association shall participate in a comprehensive bilateral program to increase productivity provided, however, that none of the rights granted to the parties herein shall be deemed impaired by this provision. The comprehensive bilateral program that was in place prior to 2017 is hereby reinstated and limited to those current employees receiving such payments at the end of the 2016 calendar year, and in no way shall this payment exceed of \$16,500.00.

9-10.0 – Separability

Should any provision of this Agreement be found to be in violation of any law or ordinance by a court of competent jurisdiction or by an administrative agency having jurisdiction over this Agreement or should any portion of the foregoing be found contrary to law or illegal in any way, then such portion shall not affect the validity of the remaining provisions of this Agreement, which remaining provisions shall remain in full force and effect for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have executed this Agreement as of the day and year first above written.

TOWN BOARD OF THE TOWN OF OYSTER BAY

TOWN ATTORNEY'S OFFICE

BY:


JOSEPH S. SALADINO, Supervisor

BY:


FRANK M. SCALERA, Town Attorney

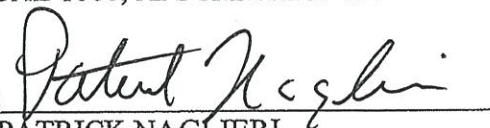
TOWN OF OYSTER BAY LOCAL 881,
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., AFSCME AFL-CIO

BY:


JARVIS T. BROWN, President

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME/AFL-CIO

BY:


PATRICK NAGLIERI,
CSEA Labor Relations Specialist

ADDENDUM A

TITLES

Administrative Assistant to the Town Board
Administrative Assistant to the Town Supervisor
Assistant Town Attorney
Chief Research Assistant (Town Board)
Commissioner of Community and Youth Services
Commissioner of Economic Development
Commissioner of Environmental Resources
Commissioner of General Services
Commissioner of Highways
Commissioner of Human Resources
Commissioner of Intergovernmental Affairs
Commissioner of Parks
Commissioner of Planning and Development
Commissioner of Public Safety
Commissioner of Public Works
Counsel to Zoning Board of Appeals
Deputy Commissioner of Community and Youth Services
Deputy Commissioner of Economic Development
Deputy Commissioner of Environmental Resources
Deputy Commissioner of General Services

Deputy Commissioner of Highways
Deputy Commissioner of Human Resources
Deputy Commissioner of Intergovernmental Affairs
Deputy Commissioner of Parks
Deputy Commissioner of Planning and Development
Deputy Commissioner of Public Safety
Deputy Commissioner of Public Works
Deputy Inspector General
Deputy Receiver of Taxes
Deputy Supervisor
Deputy Town Attorney
Deputy Town Clerk
Deputy Town Comptroller
Director of Benefits and Insurances
Director of Community Development
Director of Community Relations
Director of Finance
Director of Governmental Research
Director of Labor-Management Relations
Director of Legislative Affairs
Director of Operations
Executive Assistant
Greenskeeper

Inspector

Inspector General

Management Representatives to the Labor-Management Review Board

Members of all Boards and Commissions

Public Information Officer

Secretary to Commissioner of Community and Youth Services

Secretary to Commissioner of Economic Development

Secretary to Commissioner of Environmental Resources

Secretary to Commissioner of General Services

Secretary to Commissioner of Highways

Secretary to Commissioner of Human Resources

Secretary to Commissioner of Intergovernmental Affairs

Secretary to Commissioner of Parks

Secretary to Commissioner of Planning and Development

Secretary to Commissioner of Public Safety

Secretary to Commissioner of Public Works

Secretary to Councilperson

Secretary to Deputy Supervisor

Secretary to Executive Assistant

Secretary to Receiver of Taxes

Secretary to Supervisor

Secretary to Town Attorney

Secretary to Town Clerk

Secretary to Town Comptroller

Secretary to Town Environmental Quality Control Commission

Secretary to Zoning Board of Appeals

Special Counsel

Superintendent of Administration/DPW

Superintendent of Building Division

Superintendent of Environmental Control

Superintendent of Highways

Superintendent of Planning and Executive Secretary of Planning Advisory Board

Superintendent of Printing

Superintendent of Purchasing

Superintendent of Sanitary Collection

Supervising Secretary of the Town Board

Town Attorney

Town Comptroller

Trustees of the Jones Fund

ADDENDUM B
DISCIPLINARY PROCEDURE

A. CIVIL SERVICE LAW

Each permanent employee covered under the recognition provisions of this Agreement shall be entitled to the procedure and benefits set forth in Section 75 of the NYS Civil Service Law, in effect on the date of execution of this Agreement, except as modified and altered by this Agreement. The procedure established herein shall be the exclusive disciplinary procedure for an employee who may be subject to disciplinary charges.

Should any sentence or clause of Section 75 be read as contradictory to this Agreement, the provisions of this Agreement shall at all times supersede the sentence or clause in question.

B. MATTERS SUBJECT TO DISCIPLINE

The Town may discipline an employee for incompetency, insubordination, misconduct, and/or violations of Town policy or work rules.

C. PROCEDURE

(1) Notice of Discipline and Charges: An employee who is entitled to the protections of this section shall be served with written notice of the discipline and charges of incompetence

and/or misconduct, either in person or by certified mail, return receipt requested, mailed to the employee's current address as it appears on the Town's personnel records.

(2) Service of the written notice shall be complete upon mailing or personal delivery, whichever method is chosen. In addition to the charges and specifications, the notice containing the charges, or a letter delivered therewith, should include a notice or statement of the following: (1) Right of employee to submit an answer in writing within the time specified by Section 75; (2) Time and place of hearing; (3) Right of employee to counsel or bargaining agent representation; (4) Possible penalties; (5) Notice of suspension, if applicable.

(3) Disciplinary penalties sought may consist of, but shall not be limited to, one (1) or more of the following actions for each violation: reprimand; Adjournment in Contemplation of Dismissal (ACOD); Conditional ACOD; fine not to exceed five hundred (\$500.00) dollars; demotion in title, grade or step; loss of accumulated and/or future personal, sick, vacation and/or overtime; suspension without pay; and dismissal from Town service.

Pending the hearing and determination of the disciplinary charges, before and by a hearing officer appointed by the Town, the employee against whom such charges have been preferred may be subject to one (1) or more of the penalties enumerated herein. However, when any step in the disciplinary procedure has been delayed at the request of the employee or his/her representative, the Town shall in no instance have any liability for the number of work days for which the employee sustained disciplinary penalties during the delay.

If such employee is found guilty of the charges, the penalty or punishment shall consist of those actions enumerated herein. If such employee is acquitted, he/she shall be restored to his/her position and provided all the pay and benefits he/she would have received had he/she not been charged, except those attributed to or caused by any employee requested delay.

(4) A discharge or a suspension without pay in excess of thirty (30) days, shall entitle the Union to proceed directly to Step 2 of the disciplinary review procedure for expedited arbitration.

(5) No discipline may be imposed more than eighteen (18) months after an occurrence, unless the conduct or behavior would constitute a crime under the New York State Penal Law or if the disciplinary proceeding has commenced prior to the eighteen (18) month period referenced above.

(6) Compliance with all deadlines set forth within this Disciplinary Review Procedure below is a condition precedent to arbitration. Deadlines may be modified with the written consent of both parties.

(7) Disciplinary Review Procedure

Step 1: Within ten (10) business days after the decision is rendered by the hearing officer and sent to the employee, an employee who objects to the disciplinary penalty (other than discharge or suspension without pay in excess of 30 days) which was imposed shall present the employee's objection in writing to the Town Attorney or his/her designee by filing a written notice of the specified objection. Within fifteen (15) business days of such presentation, the Town Attorney or designee shall make a written determination and provide copies of the decision to the employee and the Union. Business days shall be defined as Monday through Friday (except holidays).

Step 2: Within ten (10) business days: a) After notification of the decision reached at Step 1; b) Discharge; or c) Suspension without pay in excess of thirty (30) days,

only the Union may proceed to Disciplinary Arbitration (as set forth below) by written notification of its intent to proceed delivered to the Town Attorney or his/her designee. Within thirty (30) business days after (i) Notification of the decision reached at Step 1; (ii) Discharge; or (iii) Suspension without pay in excess of thirty (30) days, the Union must file an arbitration demand with the American Arbitration Association ("AAA"), in accordance with the rules and requirements of the AAA as they relate to labor arbitration. The Union's failure to file an arbitration demand with the AAA within such time limitation shall be deemed a withdrawal of its intent to proceed with arbitration.

D. DISCIPLINARY ARBITRATION

- (1) Arbitrators shall be selected from the AAA's list with appointment and in accordance with the AAA rules relating to voluntary labor arbitration. The Town and the Union shall each pay the AAA the requisite fee for the provision of such list. The parties reserve the right to mutually agree upon choosing an arbitrator without using the AAA list.
- (2) The parties shall share equally in the expense of the arbitrator. If, however, after filing a demand for arbitration with the AAA it is determined that the Union failed to comply with a condition precedent to arbitration, the Union shall be responsible for payment of the full AAA administrative fee. The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless

the parties have expressly agreed, in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect. Further, the Arbitrator shall have no authority to consider a hearing officers' decision for any purpose. It is understood that a disciplinary proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new Agreement, may be processed after the stated expiration date as if this Agreement was still in effect. The award of the arbitrator so made shall be final and binding on the parties.

For the purpose of this disciplinary procedure:

- (a) The parties agree that each shall exercise its best efforts to ensure the prompt scheduling and disposition of disciplinary arbitration;
- (b) Failure by the Town, at any step of the procedure provided herein, to communicate a decision within the specified time limits shall permit the employee or the Union, whichever is applicable, to proceed to the next step;
- (c) Failure by the employee or Union at any step of this procedure to proceed to the next step within the specified time limits shall be deemed to be a waiver of the right to proceed to the next step;
- (d) Judicial review of disciplinary arbitration proceedings under this section shall be exclusively limited to procedures available under NYS CPLR Article 75 and Article 78;
- (e) Neither the Union nor the Town shall be permitted more than two (2) adjournments of any arbitration matter. No adjournment shall be for more than ten (10) business days, subject to arbitrator availability. Default will be granted against the party requesting more than two (2) adjournments. The party requesting the adjournment shall be responsible for any arbitrator adjournment fees attributable thereto.

(f) Arbitrations shall be conducted pursuant to the voluntary labor arbitration rules of the AAA.

The arbitrator selected shall be notified immediately and must hold the hearing and render the binding decision as soon as reasonably practicable after the close of the hearing and the arbitrator's receipt of written arguments.

ADDENDUM C
GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a dispute or difference of opinion raised by an employee or by a group of employees (with respect to a single common issue) covered by this Agreement against the Town Department involving, in the opinion of the employee(s), the meaning, interpretation or application of the express provisions of this Agreement.

B. GRIEVANCE PROCESS

A grievance shall be processed as follows:

Step 1: An employee who believes that he/she has been aggrieved shall present his/her grievance in writing to the employee's Department Head and the Town Attorney within ten (10) business days of the occurrence of the alleged grievance. The President of the local Union may file group grievances if violation(s) involve or could involve a group of employees. The Department Head shall consider the matter and, within ten (10) business days thereafter, make a determination and advise the Union of the decision. If the Department Head does not act within ten (10) business days, the grievance shall be deemed denied. Business day shall be defined as Monday through Friday (except holidays).

Step 2: The employee may appeal to the Town Attorney or his/her designee within ten (10) business days after notification of the decision reached at Step 1, or after grievance has been deemed denied because the Department Head did not act within ten (10) business days. Such appeal shall be made in writing and shall be delivered to the Office of the Town Attorney. The Town Attorney or his/her designee will respond to a grievance within ten (10) business days of its submission of the appeal. In the absence of a written determination from the Town Attorney within such time period, a grievance or appeal shall be deemed denied.

Step 3: The CSEA may within ten (10) business days of the Step 2 denial, or deemed denial, notify the Town Attorney in writing with a copy to CSEA of his/her of the Union's intent to proceed to binding grievance arbitration. Only CSEA may proceed to binding arbitration, subject to the following provisions:

(1) Arbitrators shall be selected from the American Arbitration Association's ("AAA") list with appointment and in accordance with the AAA rules relating to voluntary labor arbitration. The Town and the Union shall each pay the AAA the requisite fee for the provision of such list. Binding grievance arbitrations shall be conducted in accordance with AAA rules of voluntary Labor Arbitration.

(2) The parties shall share equally in the expense of the binding grievance arbitrator. However, the Town shall not be obligated to pay for more than twelve (12) binding arbitrators per calendar year.

(3) The binding grievance arbitrator shall issue written findings of fact and recommendations for resolving the grievance to the parties as soon as practicable after the close of the hearing and the arbitrator's receipt of written arguments. The arbitrator shall make a binding determination with respect to the grievance, and his/her holding shall be restricted to the issue(s) presented.

For the purpose of this grievance procedure:

(a) The parties agree that each shall exercise its best efforts to ensure the prompt scheduling and disposition of contract grievances;

(b) Failure by the Town, at any step of the procedure provided herein, to communicate a decision on a grievance within the specified time limits shall permit the employee or the Union, whichever is applicable, to proceed to the next step;

(c) Failure by the employee or Union at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to proceed to the next step;

(d) Neither the Union nor the grievant will initiate any action in any court which is related to any matter which is within the definition of a grievance under this Agreement, until and

unless such grievance has timely proceeded through each step hereinabove set forth, and has been fully determined at Step 3.

(e) Conferences and hearings held under the procedure provided herein shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present at such conferences or hearings. When such conferences or hearings are held during working hours, all individuals necessary for the conferences or hearings will be excused without loss of pay for the purpose of attending such conferences or hearings.

C. EXCLUSIVE MEANS OF RESOLVING GRIEVANCES

The grievance procedures established herein shall be the exclusive means by which a grievance shall be resolved.

D. PRECEDENT

Neither the settlement nor resolution of any grievance, nor the decisions of an arbitrator, shall be considered as precedent.

E. TIME LIMITS

The time limits in any stage of the grievance procedure may be extended by mutual written agreement by the parties.

F. BYPASS OF STEPS

Any step of the grievance procedure may be bypassed by mutual written agreement by the parties.

TOWN OF OYSTER BAY
Step 1, 2, and 3 Grievance Report

PART A-1 (Employee: Complete and give to Department Head for Step 1 determination, and provide Town Attorney with copy)

Name: _____ Title: _____

Dept.: _____ Division: _____

Contract Section: _____ Topic: _____ Page: _____

Nature of Grievance: (be specific, include date of incident, names, locations, etc.)

Relief Requested:

Signature: _____ Date: ____/____/____

PART A-2 (Department Head Step 1 Determination. Return to employee, with copy to CSEA President and Town Attorney). If the Department Head does not act within ten (10) business days, the grievance shall be deemed denied.

_____ Grievance Granted at Step 1

_____ Grievance Denied at Step 1

Comments:

Signature: _____ Date: ____/____/____

PART A-3 (To be completed by employee.)

_____ I accept the Step 1 Determination

_____ I withdraw the grievance

_____ I wish to proceed to Step 2

Signature: _____ Date: ____/____/____

PART B-1 (To be completed by the Town Attorney.)

_____ Grievance Granted at Step 2
See attached Step 2 Determination

_____ Grievance Denied at Step 2

Signature: _____ Date: ____/____/____

PART B-2 (To be completed by employee.)

_____ I accept the Step 2 Determination

_____ I withdraw the grievance

INTENT TO PROCEED TO ARBITRATION

_____ I wish to forward the Step 2 determination to the Town Attorney with a copy to CSEA with intent to proceed with Step 3.

Signature: _____ Date: ____/____/____

INSTRUCTIONS FOR GRIEVANCE REPORT

Employee: Within ten (10) business days of the occurrence of the alleged grievance, complete, sign and date Part A-1 and submit to your Department Head with attachments, and submit a copy, with attachments, to the Town Attorney.

Department Head: Within ten (10) business days of receipt of Part A-1, please indicate your decision on Part A-2, issue a written determination of the grievance to the employee, and furnish a copy to the CSEA President and the Town Attorney, and sign and date the Grievance Report. If the Department Head does not act within ten (10) business days, the grievance shall be deemed denied.

Employee: You may accept the Department Head's response, withdraw the grievance, or proceed to Step 2. Indicate your decision on Part A-3 of the Grievance Report, sign and date the Report and submit it to the Town Attorney/or designee within ten (10) business days of receipt of the Step 1 Decision or no decision.

Town Attorney: Within ten (10) business days of receipt of Part A-3, please indicate your decision on Part B-1, issue a written determination of the grievance to the employee, and furnish a copy to the CSEA President and the Department Head. In the absence of a written determination within such time period, the grievance shall be deemed denied.

Employee: You may accept the Town Attorney's response, withdraw the grievance, or proceed to Step 3. Indicate your decision on Part B-2 of the Grievance Report, sign and date the Report and submit it to the Town Attorney with a copy to CSEA within ten (10) business days of receipt of the Step 2 decision or no decision.

ADDENDUM D
HEALTH INSURANCE BUYBACK PROGRAM

All eligible employees enrolled under the Town of Oyster Bay's health insurance program may voluntarily participate in the Health Insurance Buyback Program.

Each employee desiring to participate in this program shall obtain an Employee Election of Health Insurance Buyback form and a New York State PA Health Insurance Transaction Form (PS-503.1) from the Town. Said forms shall then be completed and returned to the Department of Human Resources, Division of Employee Benefits and Insurance (the "Benefits Division"). Said application must include a signed and notarized affidavit stating that the employee has insurance coverage other than that provided by the Town, and proof of such insurance coverage must be attached. In addition, the employee shall sign a notice stating that the employee has been afforded the opportunity to question and assess any impact of his/her decision to participate in this Buyback Program.

When the employee has complied with the above provisions, the Benefits Division will forward the application along with the required documentation for processing.

The disenrollment period shall start on the first day of the second month after return of the completed transaction form (PS-503.1) to the Department of Human Resources.

For the term of this Agreement (01/01/22 – 12/31/28), the Family Coverage Buyback Amount shall be \$6,000.00 per year, and the Individual Coverage Buyback Amount shall be \$2,800.00 per year.

Payments will be made in arrears semi-annually on or about June 1st and December 1st of each year.

An employee shall be entitled to re-enroll in the Town's health insurance program by making application through the Benefits Division in accordance with the rules and regulations of the New York State Health Insurance Program (NYSHIP). The re-enrollment period shall start on the first day of the second month after return of the completed transaction form (PS-503.1) to the Benefits Division.

An employee who re-enrolls in the Town's health insurance program after having participated in the buyback program may not participate in the buyback program again for a minimum period of one year.

ADDENDUM E

VOLUNTARY SICK LEAVE TRANSFER POLICY

The transfer of Sick Leave credits to eligible employees, as defined herein, for use for absences in connection with an illness or disability which did not arise in connection with such individual's employment and which may be defined as "catastrophic" (i.e., that from which the individual or family member would not recover in due course without extensive treatment and/or therapy) may be granted with the following conditions:

- **Eligibility to receive donated credits:** In order to be eligible to receive donated credits, an employee: (1) must have completed at least one cumulative year of Town service as a full-time employee; (2) must be absent from work due to a non-occupational personal illness (or illness of a spouse, child or parent) or disability for which medical documentation satisfactory to the Labor-Management Review Board is submitted; (3) must have exhausted all leave credits for which he/she is eligible; and (4) must expect to be absent for at least two bi-weekly payroll periods following exhaustion of all leave credits;
- **Eligibility to earn accruals:** Employees absent while being charged donated leave credits shall not earn vacation, holiday and sick leave, shall not be granted personal leave. Any absence charged to "Donated Leave Credits" is, and shall remain, a Leave of Absence;
- **Return to Work:** The Town may require an employee who has been absent and wishes to return to work to be examined, at the expense of the Town, by a physician designated

by the Town, to establish that such employee is able to perform his/her normal duties and that the return to duty will not jeopardize the health and/or safety of other employees;

- **Donation of Credits:** Vacation or Sick Leave credits may be donated by full-time employees of the Town (Local 881 Union members, management staff, classified, exempt, and/or Addendum A individuals) to other full-time, eligible Town employees. To donate credits, an employee must complete, sign and submit the Leave Donation Form set forth below. Credits will be taken on an as needed basis by the receiving employee. Credits will be taken in order determined by the date donated;
- **Limits on donation of credits:** An employee who has a minimum of thirteen (13) Sick or Vacation days to his/her credit may, at his/her option, assign up to five such Sick or Vacation days in a calendar year to an eligible employee who has exhausted all of his/her leave entitlements and Sick Leave at Half Pay. An employee who has a minimum of fifty Sick or Vacation days to his/her credit may, at his/her option, assign up to ten (10) such Sick or Vacation days in a calendar year. A donor may only assign leave credits in full-day units to no more than two employees in any one calendar year. Such assigned leave credits will be deducted from the donating employee's leave accruals immediately upon notification to the Town. An employee who is assigned donated leave credits under this policy may not be credited with a total of more than the maximum leave accumulation allowed in the current collective bargaining agreement;

- **Prohibited Donations:** Employees may not donate leave credits which would otherwise be forfeited;
- **Solicitations:** Donations may be solicited by the recipient employee, on his/her behalf by co-workers, or by local union representatives, if applicable. The Town may not solicit donations on the employee's behalf. While the Town is expected to cooperate with those soliciting on an employee's behalf with respect to responding to inquiries concerning an employee's eligibility to participate in the program, the Town may not release any medical information;
- **Construction:** This policy shall not be construed to require extension of any employment beyond the time it would otherwise terminate by operation of law, rule or regulation.
- **Implementation and interpretation of this policy is left solely to the Labor-Management Review Board.**

**TOWN OF OYSTER BAY
LEAVE DONATION FORM**

The Sick Leave Donation Program is authorized by the Collective Bargaining Agreement between the Town and Local 881 CSEA, and is administered by the Labor-Management Review Board.

=====

Name of Donating Employee: _____

Department: _____

Social Security Number: _____

Employee Number: _____

Department Number: _____

I hereby elect to donate _____ day(s) of my earned and accrued Sick/Vacation Days
accrued credits to:

_____ of the _____ Department.

I understand that these credits will be deducted from my accrued Sick/Vacation days effective as
of this date.

I have/have not previously donated sick or vacation days during this calendar year.

If you have, please state the employee, his/her Department, and the number of days previously
donated:

Name of Employee: _____

Department: _____

Number of Days: _____

Signature of Donating Employee

Date

**SALARY SCHEDULE
EFFECTIVE 1/1/2022**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP' 19	STEP 20
GRADE.																				
9	49,000	50,500	52,000	53,500	55,000	56,500	58,000	59,500	61,000	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500
10	50,500	52,000	53,500	55,000	56,500	58,000	59,500	61,000	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000
11	52,000	53,500	55,000	56,500	58,000	59,500	61,000	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500
12	53,500	55,000	56,500	58,000	59,500	61,000	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000
13	55,000	56,500	58,000	59,500	61,000	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500
14	56,500	58,000	59,500	61,000	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000
15	58,000	59,500	61,000	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500
16	59,500	61,000	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000
17	61,000	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500
18	62,500	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000
19	64,000	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500
20	65,500	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000
21	67,000	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500
22	68,500	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000
23	70,000	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500
24	71,500	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000
25	73,000	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500
26	74,500	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000
27	76,000	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500
28	77,500	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000
29	79,000	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500
30	80,500	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500	109,000
31	82,000	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500	109,000	110,500
32	83,500	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500	109,000	110,500	112,000
33	85,000	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500	109,000	110,500	112,000	113,500
34	86,500	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500	109,000	110,500	112,000	113,500	115,000
35	88,000	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500	109,000	110,500	112,000	113,500	115,000	116,500
36	89,500	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500	109,000	110,500	112,000	113,500	115,000	116,500	118,000
37	91,000	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500	109,000	110,500	112,000	113,500	115,000	116,500	118,000	119,500
38	92,500	94,000	95,500	97,000	98,500	100,000	101,500	103,000	104,500	106,000	107,500	109,000	110,500	112,000	113,500	115,000	116,500	118,000	119,500	121,000

**SALARY SCHEDULE
EFFECTIVE 1/1/2023**

[illegible]

**SALARY SCHEDULE
EFFECTIVE 1/1/2024**

[illegible]

**SALARY SCHEDULE
EFFECTIVE 1/1/2025**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20
GRADE																				
9	51,000	52,500	54,000	55,500	57,000	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500
10	52,500	54,000	55,500	57,000	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000
11	54,000	55,500	57,000	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500
12	55,500	57,000	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000
13	57,000	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500
14	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000
15	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500
16	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000
17	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500
18	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000
19	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500
20	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000
21	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500
22	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000
23	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500
24	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000
25	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500
26	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000
27	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500
28	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000
29	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500
30	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000
31	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500
32	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000
33	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500
34	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000
35	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000	118,500
36	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000	118,500	120,000
37	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000	118,500	120,000	121,500
38	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000	118,500	120,000	121,500	123,000

**SALARY SCHEDULE
EFFECTIVE 1/1/2026**

[illegible]

**SALARY SCHEDULE
EFFECTIVE 1/1/2027**

[illegible]

SALARY SCHEDULE
EFFECTIVE 1/1/2028

LADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20
9	52,500	54,000	55,500	57,000	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000
10	54,500	55,500	57,000	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500
11	55,500	57,000	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000
12	57,000	58,500	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500
13	59,500	61,000	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500
14	60,000	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500
15	61,500	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000
16	63,000	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500
17	64,500	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000
18	66,000	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500
19	67,500	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000
20	69,000	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500
21	70,500	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000
22	72,000	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500
23	73,500	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000
24	75,000	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500
25	76,500	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000
26	78,000	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500
27	79,500	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000
28	81,000	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500
29	82,500	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000
30	84,000	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500
31	85,500	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000
32	87,000	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500
33	88,500	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000
34	90,000	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000	118,500
35	91,500	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000	118,500	120,000
36	93,000	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000	118,500	120,000	121,500
37	94,500	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000	118,500	120,000	121,500	123,000
38	96,000	97,500	99,000	100,500	102,000	103,500	105,000	106,500	108,000	109,500	111,000	112,500	114,000	115,500	117,000	118,500	120,000	121,500	123,000	124,500



Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Mary E. Sullivan, President

