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Contract Database Metadata Elements

Title: **Philipstown, Town of and Town of Philipstown Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Putnam County Local 840 (2001)**

Employer Name: **Philipstown, Town of**

Union: **Town of Philipstown Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Putnam County 840**

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This Agreement made as of the ____ day of January, 2001 between THE TOWN OF PHILIPSTOWN, a municipal corporation having its office at the Town Hall, in the Village of Cold Spring, New York, hereinafter referred to as the EMPLOYER; and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO, the certified Union for the Putnam County Local, Town of Philipstown Unit, having its parent office at 143 Washington Avenue, Albany, New York 12210, hereinafter designated as the UNION;

- W I T N E S S E T H -

WHEREAS, THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, has been granted sole and exclusive bargaining right for the "Negotiating Unit" consisting of all employees of the TOWN HIGHWAY DEPARTMENT and the TOWN DUMP; exclusive of elected officials, Clerks to the Superintendent of Highways, casual, temporary and part-time employees; pursuant to the Resolution of the Town Board of the TOWN OF PHILIPSTOWN, dated January 16, 1968; for the maximum period of recognition provided in accordance with Section 208C of the Taylor Law;

- AND -

WHEREAS, the terms of the Public Employees' Fair Employment Act being Article XIV of the Civil Service Law, grants the right to enter into a Collective Bargaining Agreement for the terms and conditions of employment;

- AND -

WHEREAS, the parties have negotiated terms and conditions of employment; NOW, THEREFORE, the Employer and the Union, in consideration of Mutual Covenants and Conditions herein contained, do agree as follows:

1. TERM

The term of this Agreement shall be from January 1, 2001 through and including December 31, 2003.

2. CERTIFICATION AND BARGAINING UNIT

A. By virtue of a representation election conducted by a Public Employment Relations Board of New York State on August 14, 1980, the Union is hereby certified as the sole and exclusive bargaining agent for all employees, enumerated in sub-paragraph B below, as to negotiations, and in settlement of grievances arising thereunder for the maximum period permitted by law. The Town hereby acknowledges such certification and the rights granted to the UNION thereby and enters into this Agreement in accordance with the provisions of ARTICLE XIV of the Civil Service Law.

B. The bargaining unit shall consist of:

1. All full-time employees of the Highway Department.
2. All full-time employees of the Town Dump.

C. In the event new title(s) are created by the Employer during the term of this agreement, the union shall be informed, in writing, 15 work days prior to the establishment of such new title(s). In the event the Union and the Employer cannot agree as to whether the new title(s) are to be included/excluded in/from the bargaining unit, the parties agree to submit the question to the grievance and arbitration article of this agreement.

3. Excluded here from are the Clerks to the Superintendent of Highways, all elected officials or other Town employees.

3. PAYROLL DEDUCTIONS

A. Pursuant to Section 208 of the Civil Service Law, the Town agrees to deduct uniformly from the salary of each employee in the bargaining unit the sum designated by the Union for dues and agency fees as determined exclusively by the Union.

B. The Town shall forward all monies so deducted to CSEA Inc., 143 Washington Avenue, Albany, NY 12210.

C. Employees in the bargaining unit shall have a right to CSEA dues and CSEA Insurance payroll deductions.

D. On the signing of the agreement, the Town shall supply to the Unit of all employees in the Unit showing employee's name, address, social security number, title,

date of hire and insurance deductions. Update will be made when new employees are hired.

4. WAGE INCREASE

Effective January 1, 2001 the 2000 salary schedule shall be increased by three (3%) percent for all employees of the bargaining unit.

Effective January 1, 2002 the 2001 salary schedule shall be increased by three (3%) percent for all employees of the bargaining unit.

Effective January 1, 2003 the 2002 salary schedule shall be increased by three (3%) percent for all employees of the bargaining unit.

<u>TITLE</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
FOREMAN	19.55	20.14	20.74
MECHANIC	19.11	19.68	20.27
MECHANIC HELPER	17.85	18.39	18.94
OPERATOR	18.67	19.23	19.81
DRIVERS	18.19	18.74	19.30
LIGHT EQUIPMENT	17.91	18.45	19.00
LABORER	16.68	17.18	17.69

D. All employees with ten (10) or more years of service will receive twenty (\$.20) cents per hour more as a longevity increment, after the tenth (10th) year and each five (5) year period thereafter, (e.g. after 10th, 15th, 20th, 25th, etc.).

5. JOB CLASSIFICATION

Present job classification shall be continued with work assignments to be made by the Town Superintendent of Highways or his designee.

A. New employees will be paid 75% of the hourly rate. At the start of the second year, they shall receive 80% of the regular rate. At the start of their 3rd year, they shall receive 90% of the regular rate, and 100% of the regular rate at the start of the fourth year.

B. Temporary work at a higher rate of pay shall first be offered to the most senior qualified employee. If refused, the seniority roster shall be utilized until a senior candidate accepts the assignment.

C. Employees that are assigned duties to a higher classification "at a higher rate of pay" on a temporary basis shall receive the rate of pay of the higher classification while performing these duties. Employees eligible for such pay shall receive such higher pay from the first hour of assignment.

D. An employee assigned duties temporarily to a lower classification shall receive his normal classification rate of pay.

E. Mechanical work shall be performed only by a mechanic or under the mechanic's supervision.

F. Where practical and required by reasonable standards of safety during inclement weather conditions, the Highway Superintendent or his designee may assign two (2) men per truck.

G. All employees shall have a CDL license by 12/31/98. Those employees who fail to secure the license shall be classified as Light Equipment Operator and/or Mechanics Helper as appropriate.

6. WORKWEEK

A. HIGHWAY DEPARTMENT - Monday through Friday

B. * TOWN DUMP - As per addendum.

7. DAILY WORK SCHEDULE

A. HIGHWAY DEPARTMENT - The daily work schedule shall be 7:00 a.m. and end at 3:30 p.m. with one half hour (1/2) for lunch.

8. PREMIUM PAY

A. Time and one-half the employee's regular rate of pay shall be paid for all work performed on direction of the Highway Superintendent or his designee, at the following times.

- 1) Before or after the normal daily work schedule.
- 2) On Saturday in the Highway Department, and after the fortieth (40th) hour of the workweek for employees who work at the Town Dump.

B. Double time the employee's regular rate of pay shall be paid for all work performed by members of the bargaining unit on direction of the Highway Superintendent or his designee on Sundays and Holidays for the twenty-four (24) hour period starting at 12:00 a.m. and ending 11:59 p.m.

C. Overtime will be initially offered on a seniority basis each January 1st within each job classification. Thereafter, each overtime situation will be offered to the employee with the fewest overtime hours in his/her classification. In the event the number of hours is equal, the employee with the most seniority shall be offered the overtime.

D. During the absence of a foreman or the Highway Superintendent, the Highway Superintendent or his designee shall appoint an acting foreman during all overtime hours. Foremen will drive only the trucks to which they are assigned, unless a regular driver is unable to accept overtime and his vehicle is idle.

E. Employees called will be guaranteed work equal to no less than four (4) hours of basic rate pay, if such work is not contiguous with the employee's normal work day.

F. Employees ordered to stand by in case of emergency will receive pay at the rate of time and one-half, until the stand-by order is rescinded.

G. Employees shall, at their option, be allowed eight (8) consecutive hours "sleep time" within each 24 hour period.

H. Employees earning overtime during a payroll period shall receive payment for overtime worked in said payroll period in the employee's first paycheck following the appropriate payroll period worked. (Overtime period ending 7:30 A.M. Friday.)

I. MEALTIME PAY

1) There shall be a paid one-half (1/2) hour dinner break, at the applicable overtime rate, between the hours of 4:00 p.m. and 12:00 midnight, provided the employee works at least four (4) full hours during that period of time.

2) Between the hours of 12:00 midnight and 7:30 a.m., if an employee works at least four (4) full hours during this time period, he shall receive a paid one-half (1/2) hour meal break at the applicable overtime rate.

J. OVERTIME

Employees who work overtime shall have the option of receiving their overtime rate (1-1/2) in either time or money. Employees must inform the payroll clerk in the department on the Monday prior to payday on what option they want. Employees can accumulate up to a maximum of 40 overtime hours (60 straight hours) per year.

All of this time must be used by November 30th of each year. Employees must make request and have it approved by the Highway Superintendent or his designee in order to use this time. This time can be used in hours, 1/2 day or full day increments.

If any employee has not used earned compensatory time by November 1, the Superintendent of Highways shall designate specific time off between Nov. 1 and Nov. 30 until all earned compensatory time is used.

9. VACATION WITH PAY

A. Vacation credit shall be as stated in Schedule A.

B. For all employees, the maximum amount of vacation accumulated shall be thirty (30) days for which cash payment at the then daily rate of pay shall be made of the unused balance to the employee or his estate upon separation from service (except for discipline termination).

This thirty (30) day maximum accumulation may be exceeded during the course of the calendar year, but in no event shall more than the thirty (30) day accumulative maximum be carried over into a succeeding calendar year.

C. Employees shall be required to use a minimum of five (5) continuous days vacation per annum.

D. The Superintendent, at his discretion, will schedule vacation time taking into consideration the following factors:

- 1) Request of the employee
- 2) Needs of the Town
- 3) Seniority

E. Use of vacation is conditional only upon balance of accruals and approval.

F. Employees shall not be required to return to work during approved vacations, and approval of vacations shall not be contingent upon willingness for recall.

10. HOLIDAYS WITH PAY

A. All employees shall be guaranteed the following holidays with pay: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and the first Monday in August.

B. If the holiday falls on a Saturday, the preceding Friday will be granted off, and if the holiday falls on a Sunday, the following Monday will be granted off.

With regard to holidays falling on Monday, landfill employees and the Town Superintendent of Highways, or in his absence the Town Supervisor, shall by mutual agreement, decide on the day to be observed in lieu.

C. Premium pay as specified in Article 7 shall be paid for work performed on the day that is granted off as a holiday.

D. An employee shall be in pay status and work the workday before and the workday after a holiday in order to receive holiday pay unless he is on vacation; is actually sick and unable to work and is entitled to sick time; or is absent because of death in his immediate family. An employee shall not take a personal leave day on the workday before a holiday or workday after a holiday without permission of the Highway Superintendent.

11. HOSPITALIZATION AND INSURANCE

A. The Employer shall participate in the State Health Insurance Plan whereby it shall pay 100 percent of the cost of the premium on behalf of the employees and 100 percent of the premium for coverage of employees dependents.

B. The Town shall provide the members with a fully paid Equinox Family Dental Plan.

12. RETIREMENT

A. The Employer and employees shall participate in the NYS Employees' Retirement System Plan 75g. The Town Board has passed the proper resolution providing for the terms of said Retirement Plan.

B. The Town shall provide the following Retirement Benefits to employees:

1. Section 41J - Application of up to 165 days of unused sick leave as additional service credit upon retirement.

2. Section 60b - Guaranteed minimum death benefit of three times the employee's annual salary to the next multiple of \$1,000 to a maximum of \$20,000. Copies of the Town resolutions have been sent to CSEA.

13. A. SICK LEAVE

Employees shall be in payroll status to accrue sick leave at the rate of accrual listed in Schedule A. Sick leave shall begin to accrue and may be used after completion of an employee's first pay period. A maximum of one hundred ninety (190) days shall be accumulated. Sick leave may be subject to the presentation of a doctor's certificate for absence in excess of two (2) consecutive working days.

B. The parties agree that they shall work together in a good faith effort to promulgate an absence/tardiness policy to be implemented on ~~1/1/99~~ 2/1/02

C. NEW YORK STATE DISABILITY INSURANCE

The Employer agrees to provide New York State Disability Insurance for all employees at no cost to employees. The employee shall receive full salary from the Town to the extent of his sick leave credits. During this period that the employee has sick leave credits, he will return the disability payments to the Town. Sick leave credits will be charged proportionate to the salary received from the Employer and not from New York State Disability Insurance.

14. PERSONAL LEAVE AND BEREAVEMENT LEAVE

A. Employees shall be in payroll status to earn personal days.*

Commencing 1988 - Personal leave days* shall be as per Schedule A, plus one (1) additional day on January 1st of each year not to exceed a maximum of 5 days per annum. In addition, each employee shall be entitled to four consecutive days leave with pay, each occurrence for death in his immediate family. Immediate family shall be defined as father, mother, spouse, brother, sister, child. Each employee shall be entitled to one (1) day's leave each occurrence for death of the following relatives: aunts, uncles, grandfather, grandmother. Each employee shall be entitled to three (3) days leave each occurrence for death of the following relatives: father-in-law and mother-in-law.

* Days to be taken shall require approval from the Highway Superintendent.

B. Approval for Personal Leave shall not be denied, unless there is a Town Highway emergency.

15. ADMINISTRATIVE LEAVE

The employees shall have the right to send one Delegate to attend the Civil Service Employees Association State Conference, and the Employer shall pay said Delegate his daily wage with the total leave for said Delegate for said purpose not to exceed three (3) days per annum.

16. SENIORITY AND TENURE

A. Seniority will be based on the date of commencement of employment for each permanent employee. The Employer will maintain a current seniority list of its employees. This list will be used as a guide for the determination of individual employee preferences in vacation leave rule decisions, job security, and advancement.

B. Layoffs will occur in the inverse order of seniority within job classifications. Recall from layoffs will be according to seniority.

C. A disciplinary file shall be kept on individual employees containing a record with dates of occurrences and shall include notations of verbal or written counseling, fines, suspension, demotion, or termination, as the discipline case may warrant. Any discipline is subject to the grievance and arbitration procedure.

17. SAFETY EQUIPMENT, CLOTHING ALLOWANCE

A. The following safety equipment and foul weather gear shall be provided at no cost to the employees by the Town of Philipstown:

- a. First Aid Kits
- b. Fire Extinguishers
- c. Flashlight
- d. Safety goggles
- e. Rain Gear
- f. Safety Helmet

Employees shall sign in and out for the equipment and shall be responsible for same.

B. Clothing Allowance

The Town shall, upon receipt of purchase verification, provide to each employee an allowance of \$250 per year for the purchase of work related clothing. Employees shall have the option of using the allowance (or part thereof)

to obtain eyeglasses. New employees shall complete six (6) months of service to be eligible for allowance.

C. Tool Allowance

There shall be an annual tool allowance of \$200 for mechanics. Prior approval of the Superintendent is required. The allowance shall be paid after submission of a receipt.

18. JOB SECURITY, PROMOTION

A. Work usually performed by employees in the negotiating unit will not be contracted out, if it will result in the loss of employment to employees covered by this agreement.

B. All promotional opportunities shall be posted. Employees are to be given preference on the basis of seniority providing they are qualified in accordance with the minimum qualifications found in the job specifications for said title.

C. Any proposed changes in personnel rules, work schedules, working conditions and regulations, shall be discussed with the affected employees before becoming final. These proposed changes shall not be inconsistent with the provisions of this agreement.

19. ADMINISTRATIVE RIGHTS

A. The President of the Putnam County Local of the CSEA, or his designated agent or the designated field representative shall have the right to visit the facilities of the Employer for the purposes of adjusting grievances and maintaining administrative rights of the agreement. Members of the unit elected or designated as representatives of the Union shall, with prior approval of the Highway Superintendent, be given a reasonable amount of time, free from their duties on the job sites without loss of pay, to adjust grievances and maintain administrative rights of the agreement. Requests for approval shall not be arbitrarily denied.

B. The employees shall have the right to post notices and communications on designated bulletin boards maintained on the premises and facilities of the Employer, in a location specifically designated by the Employer, but readily available to the employees.

Payroll Deductions

C. Each quarter the Employer will furnish the Union

with a complete list of names, addresses, work locations, and position titles of all employees in the negotiating unit covered by this contract. This information shall also indicate newly hired, reinstated, and transferred employees, as well as employees who have retired, resigned or died.

20. GRIEVANCE AND DISPUTE PROCEDURE

A. All issues and disputes arising from the terms and conditions of employment will be resolved in accordance with the grievance provision of this agreement.

B. An employee having a grievance may present his position verbally to the Superintendent of Highway within seven (7) work days of the act complained of, and if the issue remains unresolved after seven (7) work days, the employee(s) having a grievance must present his position in writing to the Superintendent of Highways within thirty (30) calendar days of the date of verbal presentation. Within seven (7) working days after such presentation, the employee will be advised of the disposition of the matter. If the employee is not satisfied with the disposition of the matter by the Superintendent of Highways, he may then within five (5) working days after the Superintendent of Highways' disposition, personally, or on his behalf by an authorized CSEA representative, present a detailed statement in writing of his grievance to the Town Board, who will meet in executive session within seven (7) working days after the written grievance to discuss the issue further with the employee and his representative. The Town Board shall make a determination on the grievance within ten (10) work days and/or the grievance shall be considered denied and advance to arbitration. In the absence of the Superintendent of Highways, the grievance shall be presented to the Town Supervisor.

C. In the event that such dispute is not then disposed of, it may be referred by either the Employer or the Union to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties, provided that the request for arbitration is filed within ten (10) work days from the date of the Town Board determination. Should the parties not agree upon an impartial arbitrator within ten (10) working days after the referral of the matter to arbitration, a demand for arbitration may be made under the voluntary Labor Arbitration Rules of the American Arbitration Association.

D. The fees and expense of the arbitrator shall be borne equally by the parties. The Employer and the Union shall bear the expense of their respective witnesses and any other expenses that may incur.

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

21. CIVIL RIGHTS

A. The Employer and the Union shall not discriminate against any employee or Employer on account of race, color, sex, creed, marital status or natural origin.

B. There shall be no discrimination, interference, restraint or coercion by the Employer against any lawful activity on behalf of the employees, or because of membership in the Civil Service Employees' Association, Inc., its members, officers, and agents shall not coerce employees into membership in, or continuance in, the Civil Service Employees Association, Inc., in an unlawful manner.

C. There shall be no discrimination, interference, restraint or coercion by the employees, or by the Civil Service Employees Association, Inc., of its members, officers, and agents, or any of them, against any lawful activity by or on behalf of the Employer.

22. SEPARABILITY

If any section, paragraph or provision of this Agreement becomes invalid or unenforceable as a result of Legislation or Court Decision, the effect of such legislation or decision shall be limited to the particular provisions thereby rendered invalid and unenforceable, and all remaining provisions shall continue in full force and effect.

23. AMENDMENT

This Agreement cannot be amended other than by an amendment duly signed by the parties to this Agreement.

24. JURY DUTY

Employees serving on jury duty or under subpoena to appear in court on Town business will receive the regular rate of pay minus the rate paid for jury service or under such subpoena.

25. EDUCATION LEAVE

A. Employees requesting same, will be granted leave without pay to further their knowledge in job-related studies. Seniority rights will continue during such leave.

B. Employees requested to take job-related courses, by the Employer will have the tuition and other course expenses paid by the Town.

26. MILITARY LEAVE

Pursuant to Section 242 of the Military Law, employees will be granted up to thirty (30) days leave, with pay, per year to fulfill their military obligations.

27. WORKERS' COMPENSATION

A. Employees on compensation must have their compensation payroll benefits go directly to the employer while the employee is out on sick leave. Upon exhaustion of all sick time, the Workers' Compensation benefits will go directly to the employee. While the Employer receives the compensation award, the employee will be credited with sick time equal to the monetary value of the compensation.

B. An on-the-job injury requiring absence on the same work day for treatment by a physician shall not be charged to sick leave provided:

1. The employee returns directly to work after the treatment the same day the injury occurs, or

2. If the employee does not return to work the same day, the day of the occurrence only shall not be charged to sick leave if the absence is required and certified by a physician.

Nothing in this section shall be construed as allowing more than one (1) work day to be non-chargeable to sick leave.

28. PERSONAL FILES

Upon request, employees may review the contents of their own personnel files.

The Employer will distribute copies of this contract to new employees on their first day of employment.

29. UNIFORMS

A. Employer shall supply two (2) sets of uniforms (coveralls) per year for each mechanic. The Highway Superintendent shall be responsible for selecting and obtaining the uniforms.

B. Proper footwear shall be worn on the job, as no sneakers or canvass-topped shoes will be allowed.

30. PROBATIONARY EMPLOYEES

During the initial probationary period, (see Article 4a), employees shall earn and accrue leave credits, e.g. sick, vacation, personal, as per Schedule A, but shall not be allowed to use such credits until the completion of said probationary period, and then only provided they continue to be employed by the Town and become regular employees.

31. DRINKING

No alcoholic beverages shall be consumed on the job.

32. PAYCHECKS

Depending on the computer capability, employees' paychecks shall be drawn to reflect the total regular hours worked and the total overtime hours worked.

33. TARDINESS

Employees who are tardy for work shall be placed on the clock at fifteen (15) minute intervals.

34. LUNCH

One person per crew may use the Town vehicle to go for lunches.

35. TIME CLOCKS

The Town shall continue to maintain a time clock in the garage for purposes of determining time worked by each employee.

36. LEGISLATION ACTION

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

IN WITNESS WHEREOF, THE PARTIES hereto have signed
this AGREEMENT, as of the day and year first above written.

TOWN OF PHILIPSTOWN

BY: William Mayne
TOWN SUPERVISOR

DATE: 5/19/01

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO, PUTNAM COUNTY
LOCAL, TOWN OF PHILIPSTOWN UNIT

BY: Douglas Morrison
LABOR RELATIONS SPECIALIST

DATE: _____

BY: Robert Moran
UNIT PRESIDENT

DATE: 5-19-101

SCHEDULE A

52 WEEKS X 5 DAYS = 260 DAYS X 8 HOURS = 2,080 HOURS ***

<u>SICK LEAVE</u>	<u>PERSONAL LEAVE</u>	<u>VACATION</u>
NUMBER OF DAYS IN PAYROLL STATUS REQUIRED TO ACCUMULATE 8 HRS. SICK TIME	NUMBER OF DAYS IN PAYROLL STATUS REQUIRED TO ACCUMULATE 1 DAY PERSONAL TIME	NUMBER OF DAYS IN PAY- ROLL STATUS REQUIRED TO ACCUMULATE 1 DAY VACATION TIME (SEE NOTE BELOW)
COMPLETED YEARS OF SERVICE		
<hr/>		
0 - 1	20	65
2 THROUGH 4	20	65
5 THROUGH 9	20	65
		17 plus (2 hrs. - 40 min.)
10 THROUGH 19	20	65
		13
20 OR MORE	20	65
		10 plus (3 hrs. - 10 min.)

TOWN DUMP ADDENDUM

THE FOLLOWING IS THE WORKWEEK AND DAILY WORK SCHEDULE OF THE TOWN DUMP AS AGREED TO IN ARTICLE 6B BETWEEN THE TOWN AND THE UNION.

SATURDAY 7:30 A.M. TO 4:00 P.M. (1/1 hr. for lunch)