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**Contract Database Metadata Elements**

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Union: Town of Newburgh Employees Unit, CSEA, AFSCME, AFL-CIO

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AGREEMENT
by and between the
TOWN OF NEWBURGH
and
CSEA, Local 1000 AFSCME, AFL-CIO

Town of Newburgh Unit
Orange County Local 836

January 1, 1998 – December 31, 2000
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Agreement made this 22nd day of June 2000 by and between the Town of Newburgh, a Municipal Corporation and Political Subdivision of the State of New York, with principal offices at 1496 Route 300 in the Town of Newburgh, Orange County, New York, hereinafter referred to as the "Employer"

and

The Civil Service Employees Association, Inc., Local 1000, American Federation of the State, County and Municipal Employees, AFL-CIO, the recognized union for the Town of Newburgh Unit, Orange County Local 836, a membership corporation of the State of New York, with its principal place of business at 143 Washington Avenue, Albany, New York 12210, and its local place in the Town of Newburgh, New York, hereinafter referred to as the "Union".

Witnesseth;

Whereas, it is the intent and purpose of the parties hereto by entering into this agreement to promote harmonious and cooperative relationships between the Town of Newburgh and its employees and to protect the public by assuring to the public that at all times the orderly and uninterrupted operations and functions of that department will continue, and to comply with the statutory requirements as are set forth in the Public Employees Fair Employment Act (the Taylor Law), it is understood and agreed by and between the parties hereto as follows:

ARTICLE I

UNION AND MANAGEMENT RIGHTS

SECTION 1.1. - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for a negotiating union comprised of all full-time employees of the Highway, Fleet Maintenance, Sewer, Water Distribution, Water Filtration and Recreation Departments, Custodial Staff, Police Dispatchers, all Clerical positions and the employee holding the position Assistant Animal Control Officer, except Deputy Town Clerk, Deputy Receiver of Taxes, Secretary to the Town Supervisor, Secretary to Chief of Police and Reservoir Caretaker. Department Heads as well as Recreation Leader and Senior Citizen Activity Leader are not recognized within the bargaining unit for the purpose of collective negotiations and grievances. The Union will represent the above listed employees for the maximum period permitted by the Public Employees Fair Employment Act.
SECTION 1.2 - DEDUCTIONS

A. Dues and Union Insurance Programs

Upon receipt of written authorization from the concerned employee, the Employer shall deduct Union membership dues and premiums for Union sponsored insurance programs as individually designated, from the wages of said employees.

B. Agency Shop Fee

The Employer agrees, in accordance with Chapter 677 of the 1977 Laws of the State of New York, to deduct from the wages of an employee who is not a member of the Union, but who is represented by the Union for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Union, provided that the Union establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee, deductions which represent the Employee’s prorata share of the expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.

C. Remittance

The amounts deducted in A and B above shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, P.O. Box 7225, Capital Station, Albany, New York 12210 on a payroll period basis. Deductions from non-union employees under this Agency Shop provision should be remitted by the Employer simultaneously by separate check.

D. Hold Harmless and Indemnification

The Union shall hold the Town harmless from any liability the Town may incur as a result of the deductions made by the Town from employee paychecks on behalf of the Union and/or on behalf of employees and the Union shall indemnify the Town of its cost of defending any action which is based on such deduction(s).

SECTION 1.3 - MANAGEMENT RIGHTS

All management functions, rights, powers and authority whether heretofore or hereafter exercised shall remain vested exclusively in the Employer. It is expressly recognized that these functions include, but are not limited to:
A. Full and exclusive control of the management and operation of the Town;
B. Direct supervision of the working force;
C. Scheduling of work;
D. The right to introduce new or improved methods or facilities;
E. The right to hire, promote, transfer, assign and retain employees and to appraise, train, suspend, demote, charge or take disciplinary action against employees;
F. The reduction or increase of the working force and work;
G. The right to abolish or change existing jobs, including the right to establish new jobs, and;
H. The right to formulate any reasonable rules and regulations.

ARTICLE II

WORK DAY - WORK WEEK

The work day for all employees will be 7:00 a.m. to 3:30 p.m., Monday through Friday, inclusive of a one-half hour lunch period, exceptions to this will be:

SECTION 2.1 FILTER PLANT - Employees shall work a shift of 8:00 a.m. to 4:30 p.m., inclusive of a one-half hour lunch period. Weekends being worked as heretofore practiced.

SECTION 2.2 WATER DISTRIBUTION - Employees shall work from 8:00 a.m. to 4:30 p.m., inclusive of a one-half hour lunch period Monday through Friday.

SECTION 2.3 SEWER DEPARTMENT - Employees who regularly work weekends shall work 8:00 a.m. to 4:30 p.m. during the weekend, inclusive of a one-half hour lunch period.

SECTION 2.4 CLERICAL EMPLOYEES - All Clerical employees shall work 8:30 a.m. to 4:30 p.m., inclusive of a one hour lunch period, Monday through Friday.

SECTION 2.5 POLICE DISPATCHERS - All Police Dispatchers shall maintain existing scheduling practices as per the operational needs of the department. A change in the police dispatcher work schedule shall be made on 48 hours notice to the employee.
SECTION 2.6 CUSTODIANS & RECREATION - All Custodial and Recreation employees shall maintain existing scheduling practices consistent with the needs of the Town. It is understood that changes from existing scheduling practices will necessitate consultation with the Union.

SECTION 2.7 ANIMAL CONTROL - Full-time animal control employee(s) shall work an eight hour shift, inclusive of a one hour lunch period, for a five day work week, which shall consist of Monday 10:00 a.m. to 6:00 p.m., Tuesday through Friday, 9:00 a.m. to 5:00 p.m., or Tuesday through Friday, 10:00 a.m. to 6:00 p.m., Saturday 9:00 a.m. to 5:00 p.m., absent unusual circumstances or emergency conditions as determined by the Town.

SECTION 2.8 MODIFIED WORK WEEK - During the period when Daylight Savings Time is in effect, a Department Head can require an employee to work a four (4) day work week, consisting of ten (10) hours per work day on prior written notice to the employee(s). The ten hour work day shall be exempt from the overtime provisions stated in Article III, section 3.3.A of the contract. The parties agree that in the situation of an extreme emergency, an employee can be required to work the four day, ten hour work week without prior written notice by the Department Head.

SECTION 2.9 BREAK TIME - The practice of affording employees break time during the work day will be continued with the understanding that the Department Head has the right to schedule the break time and that the Department Head has the right to change the scheduled time for the break by prior written posting to employees. The total break time shall continue to be two (2) fifteen (15) minute periods in the course of the eight (8) hour work day.

ARTICLE III

COMPENSATION

SECTION 3.1 - WAGES

A. Members of the bargaining unit who are full-time employees in Town service hired prior to January 1, 1998 who are employed as of the date of the signing of this agreement shall receive an increase in their hourly rate of pay in effect on December 31, 1997 of 4.5% effective January 1, 1998. Payment of the salary increase to eligible employees shall be made retroactive to January 1, 1998 or the employee’s date of hire.

All bargaining unit members shall receive an increase in their hourly rate of pay in effect on December 31, 1998 of 4.0% effective January 1, 1999.

All bargaining unit members shall receive an increase in their hourly rate of pay in effect on December 31,
1999 of 3.5% effective January 1, 2000.

B. In the event the Town finds it necessary to hire a full-time employee to a title covered by this agreement at a salary rate greater than the existing lowest paid salary rate for the title, lower paid incumbent full-time employees shall be raised to the new hire salary rate established by the Town.

C. The parties recognize and agree that the Town and the Union may each negotiate on all issues concerning employees' salary and rates of pay for the successor collective bargaining agreement.

SECTION 3.2 - LONGEVITY ALLOWANCE

In addition to the salary rates as provided in Section 3.1, all employees covered by this contract shall receive:

A. A longevity allowance shall be paid after five (5) years of continuous service at the annual rate of Two Hundred ($200.00) dollars.

B. A longevity allowance shall be paid after (10) years continuous service at the annual rate of Six Hundred ($600.00) dollars.

C. A longevity allowance shall be paid after fifteen (15) years of continuous service at the annual rate of Eight Hundred ($800.00) dollars.

D. A longevity allowance shall be paid after twenty (20) years of continuous service at the annual rate of One Thousand ($1,000.00) dollars.

The above referred to allowances are payable in a "lump sum" payment in the employee's paycheck immediately following the date of the employee's hiring anniversary.

SECTION 3.3 - PREMIUM PAY

A. Overtime

1. Time and one-half the employee's rate of pay shall be paid for all work performed:
   a. over eight (8) hours per day
   b. on the sixth (6th) day of the employee's work week.

2. Double the employee's rate of pay shall be paid for all work performed:
   a. on the seventh (7th) day of the employee's
work week.

b. on a holiday in addition to holiday pay. Employees working on a holiday may have the right to either receive double time plus a day's pay or double time plus compensatory time with compensatory time to be taken within thirty (30) days after it is earned at the mutual convenience of the Department and the employee.

3. Notwithstanding the above, it is understood that Clerical, Police Dispatchers, Custodians and Recreation employees shall maintain their current overtime or compensatory time provisions as the case may be.

B. Call Out/Call-In

An employee in the Water, Sewer, Highway or Fleet Maintenance Department and all custodial employees called to work "Hours" which are not continuous with the employee's normal work hours or on the sixth (6th) and/or the seventh (7th) day of the employee's work week or on a holiday, shall be paid for a minimum of four (4) hours pay at the applicable overtime rate. The parties recognize and agree that an employee who is eligible for the four (4) hour minimum payment may be required to work the full four (4) hour period at the discretion of the Town.

C. Overtime/Stand-By Rotation

1. Accounting Department, Buildings and Grounds Department, Code Compliance Department, Highway Department, Police Department, Recreation Department, Town Assessor Office and Town Clerk Office.

Overtime and call-in work shall be rotated among employees on a seniority basis within each respective job category/title in each of the above referenced departments and offices. A list of employees' names ordered according to job category/title and seniority shall be posted at the beginning of the year and a copy presented to the Department Union Steward. This list will be updated as needed by the Department.

The determination of the job category or title(s) needed to perform overtime work shall be made by the Department Head or his/her designee. Overtime and call-in shall be assigned in list order starting with the most senior employee in the job category or title selected and continuing in seniority order. After an overtime assignment is made, selection of an employee for the next overtime assignment shall continue with the next employee on the overtime rotation list for the job category or title. This process shall continue until the last name on the list is reached, at which point the order of selection shall return to the first name on the list for the job category or
title selected.

An employee’s name may be temporarily bypassed if such employee is unqualified to perform the job in question, the employee is out on leave, or if after two (2) attempts to contact the employee, by telephone or otherwise, there is no response to said phone calls. If an employee is temporarily bypassed for these reasons, he/she will be returned to the rotation list as soon as possible.

An employee may be bypassed completely until the next complete rotation of the list if an employee refuses to work overtime, when called. Any employee permanently unavailable for overtime work shall be removed from such overtime list except for an emergency.

If after one-half (1/2) hour of attempting to contact all the names on the rotation list the employee(s) required is/are not made available, the Department Head may then take whatever steps deemed necessary to remove an emergency condition.

The overtime rotation process shall not apply to circumstances where an employee is required to remain at work beyond the scheduled work day to complete a work assignment started before the end of the work day.

2. Animal Control Department, Fleet Maintenance Department, and Water Department

Each member of the bargaining unit employed in the above referenced departments will be assigned to on-call duty for a seven (7) day period on a rotational basis throughout the entire year. The employee assigned as on-call shall be first called for an overtime assignment which may arise during times when the department is closed. The call shall be made by means of the paging device assigned to the employee by the Town or by telephone contact if no paging device has been assigned. In the event a paging device is provided to the on-call employee by the Town, the employee shall be required to wear the device and to have the pager ready to receive calls at all times during off duty hours. If the employee assigned the pager does not respond to the Town after two page signals are sent to the employee, an attempt shall be made to contact the employee by calling the telephone number listed on the on-call schedule.

If during the one-half hour time period after the first page attempt (or attempt by telephone if the pager is not assigned to the on-call employee) the employee does not personally speak with the individual who is attempting to contact him or her, then an attempt will be made to contact the employee who is assigned to the next on-call/overtime period. An employee’s name may be temporarily bypassed if such employee is unqualified to perform the job in question or the employee is out on leave. If the next employee does not personally speak
with the individual who is attempting to contact him or her, then an attempt will be made to contact the employee who is assigned to the next following on-call/overtime period. This process shall continue in the order described above until an employee comes in to work the required overtime and/or an attempt is made to contact all employees on the overtime schedule.

If after one-half (1/2) hour of attempting to contact all the names on the rotation list the employee(s) required is/are not made available, the Department Head may then take whatever steps deemed necessary to remove an emergency condition.

The overtime rotation process shall not apply to circumstances where an employee is required to remain at work beyond the scheduled workday to complete a work assignment started before the end of the workday.

3. Sewer Department

Each member of the bargaining unit employed in the Sewer Department shall be assigned to on-call duty for a thirty (30) day period on a rotational basis throughout the entire year. The employee assigned as on-call shall be first called for an overtime assignment which may arise during times when the Sewer Department is closed. The call shall be made by means of the paging device assigned to the employee by the Town or by telephone contact if no paging device has been assigned. In the event a paging device is provided to the on-call employee by the Town, the employee shall be required to wear the device and to have the pager ready to receive calls at all times during off duty hours. If the employee assigned the pager does not respond to the Town after two page signals are sent to the employee, an attempt shall be made to contact the employee by calling the telephone number listed on the on-call schedule.

If during the one-half hour time period after the first page attempt (or attempt by telephone if the pager is not assigned to the on-call employee) the employee does not personally speak with the individual who is attempting to contact him or her, then an attempt will be made to contact the employee who is assigned to the next on-call/overtime period. An employee's name may be temporarily bypassed if such employee is unqualified to perform the job in question or the employee is out on leave. If the next employee does not personally speak with the individual who is attempting to contact him or her, then an attempt will be made to contact the employee who is assigned to the next following on-call/overtime period. This process shall continue in the order described above until an employee comes in to work the required overtime and/or an attempt is made to contact all employees on the overtime schedule.

If after one-half (1/2) hour of attempting to contact all
the names on the rotation list the employee(s) required is/are not made available, the Department Head may then take whatever steps deemed necessary to remove an emergency condition.

The overtime rotation process shall not apply to circumstances where an employee is required to remain at work beyond the scheduled work day to complete a work assignment started before the end of the work day.

SECTION 3.4 - OUT-OF-TITLE-WORK

Employees performing work in a higher category than that which they are in shall be compensated for all such out-of-title work by the higher rate of pay, but shall not be penalized if asked to perform work in a lower category. In order to be eligible for higher classification pay, the employee must be directed by the appropriate supervisor on a form provided by the Town to perform the work of the higher classification for the period that he/she is to be paid at the higher rate and the completed form must be submitted for the employee to receive such payment. Notwithstanding the foregoing, effective July 1, 1993 if such higher classification work is to be performed for longer than a one day period, the assignment must be approved by, and the form must be signed by, the Town Supervisor for the employee to be eligible for the higher classification pay.

SECTION 3.5 - MEO/HEO TRAINEE

The Employer shall have the right to employ MEO or HEO Trainees. The training period shall last no longer than one year at which time if an HEO or MEO vacancy exists, the trainee for that position may be appointed. Should no vacancy exist at the completion of the training period, said trainee, if called upon to perform MEO or HEO duties from time to time, shall receive the MEO or HEO salary on an out-of-title basis.

SECTION 3.6 - PAGE ALLOWANCE

An employee carrying a paging device shall be granted 1/2 day compensatory time for each full week that he carries the pager. In order to be eligible for the page allowance, the employee must be directed by the appropriate supervisor on a form provided by the Town to carry the pager for the required period, and the completed form must be submitted for the employee to receive such payment.

SECTION 3.7 - POLICE MATRON

Effective July 1, 1993, a police dispatcher(s) who is designated by the Chief of Police to perform the duties of a police matron and who performs said duties and/or is available to perform said duties for a period of a full six months, shall receive a payment in the amount of $175 at the end of the six month period as a police matron. For purposes of this clause, a
police dispatcher who is not available for any reason on more than one occasion during the six month period to perform police matron duties upon request by the Police Department shall not be eligible to receive the aforementioned payment. If the employee is on approved vacation leave, approved sick leave, approved personal leave, or approved bereavement leave, the employee shall not be considered available for police matron duties, and the inability to perform matron duties during such times shall not be counted for purposes of the six month period. An employee’s reasons for not being available for matron duties during other times shall not be relevant to a determination of non-eligibility for the payment. In no event shall the payment amount be pro-rated.

SECTION 3.8 - MEAL ALLOWANCE

After four (4) hours of continuous overtime each employee working said hours shall be entitled to a meal allowance of six ($6.00) dollars and an additional six ($6.00) dollars meal allowance for each additional eight (8) hours of overtime worked.

Effective January 1, 1999 the meal allowance shall be increased to seven dollars and fifty cents ($7.50).

Effective January 1, 2000 the meal allowance shall be increased to nine dollars ($9.00).

ARTICLE IV

HOLIDAYS WITH PAY

SECTION 4.1 - HOLIDAYS

All employees shall be entitled to receive the following holidays with said regular rate of hourly pay:

New Year’s Day    Labor Day
Martin Luther King, Jr. Day    Columbus Day
Lincoln’s Birthday    Veteran’s Day
Washington’s Birthday    Thanksgiving Day
Good Friday    Thanksgiving Friday
Memorial Day    Christmas Day
Independence Day

SECTION 4.2 - SATURDAY/SUNDAY OBSERVANCE

If any of the above holidays fall on a Sunday, the following Monday shall be observed as such holiday and if any of the above holidays fall on a Saturday, the preceding Friday shall be observed as such holiday excepting that the so-called federally mandated holidays must be observed on Monday.
ARTICLE V

LEAVES WITH PAY

SECTION 5.1 - VACATION

A. Vacation Schedule

All employees shall be entitled to vacation with pay in accordance with the following schedule:

Ten (10) days vacation upon completion of one (1) year's continuous service.

Fifteen (15) days vacation upon completion of five (5) years continuous service.

Twenty (20) days vacation upon completion of ten years continuous service.

Twenty-five (25) days vacation upon completion of twenty (20) years continuous service.

All employees shall be allowed to accumulate a maximum of two (2) weeks of vacation time provided, however, that in no event will employees use less than one (1) week of vacation per year.

An employee hired on or after July 1, 1989 shall accrue his/her vacation entitlement on a monthly basis, prorated based on the employee's annual entitlement as presently provided in the collective bargaining agreement. For purposes of calculating vacation seniority, the employee's time in service shall be deemed to commence the first day of the month following the employee's date of hire. After completion of six months of Town service as provided above, an employee hired on or after July 1, 1989 may be allowed to schedule use of accumulated vacation credits in accordance with the terms set forth in section 5.1.C of this Article.

B. Vacation Pay

1. Employees may be paid in advance for vacation upon filing of a written request for such payment with the Employer.

2. An employee desiring to be paid in advance of a scheduled vacation shall notify the Town of Newburgh "Accountant" at least two (2) weeks in advance of the anticipated receipt of said advance payment.

3. Upon separation from service an employee or the employee's estate or beneficiary, as the case may be, shall be compensated, in cash, for the employee's vacation credit.
C. **Vacation Assignment**

All vacation leaves requested prior to March 1 of each year, shall be assigned on a seniority basis. Any vacation requested after March 1 will not be assigned on a seniority basis if it would adversely affect another employee's vacation which had previously been requested and granted.

Vacation leave may not be taken without first being approved and assigned by the Department Head or his/her designee. To be considered, request for vacation must be made at least three (3) working days prior to the commencement date of the vacation requested.

An employee may choose to take vacation leave in small increments subject to the Department Head's approval obtained at least five (5) working days in advance. The five (5) day notice provision for small incremental vacation leave, may be waived by the Department Head in unusual circumstances.

**SECTION 5.2 - SICK LEAVE**

A. **Sick leave Credit** - Employees shall be credited at the rate of one and one-quarter (1-1/4) days per calendar month. An employee hired on or after July 1, 1989 shall accrue sick leave at the rate of one calendar day per calendar month.

B. **Sick Leave Bank** - Unlimited sick leave accumulation for any days above 165 - a bonus shall be paid upon retirement based on the final average salary.

C. **Medical Certificate** - The Employer may routinely require a medical certificate for sick leave absences of three (3) days or more. The employer will not routinely require a medical certificate for sick leave absences of less than three (3) days.

D. **One Man Shift** - Where a one man shift is in existence, notification of absence must be made four hours in advance.

E. **Sick Leave Monitoring Program** - The Sick Leave Monitoring Program attached hereto as Appendix "C" shall apply to members of the bargaining unit.

F. **Bonus for Non-Use of Sick Leave** - If an employee does not use more than six (6) sick days in a calendar year, then the employee will be granted an extra personal leave day for the following calendar year.

**SECTION 5.3 - MATERNITY LEAVE**

An employee in need of maternity leave shall be allowed up to eight (8) weeks leave on disability for a Caesarean delivery
and up to six weeks leave on disability for a normal childbirth, and up to four (4) months leave without pay.

SECTION 5.4 - PERSONAL LEAVE

All employees will be allowed to receive a maximum of three (3) personal days per year. Personal leave is considered to be leave with pay for personal reasons. Such leave shall not be chargeable to vacation or sick leave credits. Substitution for, or extension of vacation or holidays, shall not be considered an acceptable reason for personal leave as herein defined. Such leave must be approved by the Department Head; however, such leave shall not be denied unless it does not conform with the criteria under this section or unless there are emergency conditions present which necessitate the employee being at work. Personal leave days unused at the end of the year shall be transferred to the employee’s sick leave bank and used as such.

SECTION 5.5 - BEREAVEMENT LEAVE

In the event of death of a member of an employee’s immediate family, said employee shall be granted up to three (3) days paid leave. Immediate family is defined to mean husband, wife, son, daughter, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren or a relative of the employee, and/or a person with whom the employee has a significant relationship whose legal residence is that of the employee. Such leave shall not be chargeable to vacation or sick leave credits.

One (1) day paid leave shall be granted in the event of the death of employee’s brother-in-law, sister-in-law, grandfather-in-law, grandmother-in-law, aunt, uncle and cousin.

SECTION 5.6 - WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation Laws, and the Employer further agrees that an employee being eligible for Workers' Compensation will receive for an accumulated period of six (6) months during any one year for any one or more injuries, in addition to his/her Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his/her regular straight-time weekly income based on a regular work week. Each full-time employee and each probationary employee who is unable to work as a result of an injury arising out of the course of employment shall not be charged with sick leave for the difference between the weekly benefits under Workers’ Compensation and his/her regular salary.

For the period of time that an employee is on workers’ compensation leave, the employee shall not earn vacation,
personal leave and/or sick leave credits.

The parties recognize and agree that the Employer has the right to require that an employee on worker's compensation leave shall undergo such medical examinations as are requested by the Employer and when found fit for duty the employee shall return to active employment. In addition, the parties recognize and agree that the terms of this Section 5.4 do not affect or limit the rights of an employee or the Employer under section 71 of the Civil Service Law.

ARTICLE VI

RETIREMENT AND HEALTH BENEFITS

SECTION 6.1 - RETIREMENT

The Employer shall continue to participate in, and to make contributions to, the New York State Employees' Retirement System on behalf of eligible Employees, toward Employee retirement benefits as heretofore provided pursuant to the provisions of the Retirement and Social Security Law (hereafter "RSSL")

A. Election of Improved Career Retirement Plan (Section 75-i)

The Employer shall participate in and make contributions on behalf of eligible employees for the provision of the benefits of the improved career retirement plan as set forth in section 75-i of the RSSL.

B. Application of Unused Sick Leave

The Employer shall participate in and make contributions on behalf of eligible employees for the provision of the optional benefit of allowance of unused sick leave as additional service credit upon retirement as set forth in RSSL section 41j. This allowance applies to employees for whom the earning and accumulation of sick leave was (prior to the employee's retirement) authorized by law, rule, regulations, written order or written policy. The terms of RSSL section 41j shall govern the allowance of unused sick leave for purposes of pension benefit.

C. Death Benefits

The terms of the RSSL concerning death benefits payable upon the death of a member shall continue to apply for the benefit of Employees and their beneficiaries.
SECTION 6.2 - HOSPITAL AND MEDICAL INSURANCE

A. Hospital and Medical Insurance

The Employer shall continue to pay the total premium for the Empire Plan Core Plus or equal for each employee and his/her dependents, and for retirees. Should the Employer wish to change the plan, such change must be reviewed with the Union in order to make certain that the new plan will provide benefits equal to the plan presently in effect.

In order to be eligible for the health and medical insurance, a retiree would have had to have been on the payroll for five (5) or more years for the Town and would have to be at least 55 years of age.

Notwithstanding the foregoing, an employee hired in a position in the bargaining unit, that is, who becomes a member of the bargaining unit after August 24, 1997, shall pay and be responsible for twenty per cent (20%) of the premium cost of the Empire Plan Core Plus (or any equivalent plan if later adopted by the Town) provided to the employee (individual or dependent coverage). The employee contribution to the health insurance shall be continued if and when the employee is eligible for retiree coverage.

B. Waiver of Insurance Coverage

Effective July 1, 1993, an employee may opt to decline and waive health insurance coverage provided by the Town where the employee has other health insurance coverage and in accordance with the terms set forth in Appendix "D" attached hereto. An employee who declines and waives health insurance coverage as provided in Appendix "D" shall receive thirty per cent (30%) of the savings in premium costs realized by the Town for each whole month the employee declines and waives health insurance coverage. The terms set forth in Appendix "D" shall apply to employee declination and waiver of health insurance coverage.

C. Employee Benefit Fund

The Employer shall provide a Dental Plan and an Optical Plan for the employee and family paid in full. Should the cost of the Dental Plan and Optical Plan exceed $550.00 per year, the difference shall be paid by the employee. The premium contribution provided herein shall be based on the maximum annual premium payment by the Town of $550 per year, and in the event the annual premium payment exceeds that amount, all employees shall be responsible and pay for the excess premium cost on a dollar for dollar basis. To the extent approval by employees of the bargaining unit is necessary to include non-bargaining unit employees in the dental and/or optical plan, approval by bargaining unit employees is deemed to have been given.
ARTICLE VII

TENURE & DISCIPLINARY PROCEDURE

Tenure shall constitute one (1) year of uninterrupted employment. After obtaining tenure, no employee may be discharged or disciplined except for "Just Cause." Just Cause shall be subject to the disciplinary procedure contained in Appendix A attached hereto and made a part hereof. The forms attached to Appendix A shall be used for purposes of the disciplinary grievance procedure.

Notwithstanding the above, tenure shall not be obtained unless and until the employee has achieved permanent status within the Orange County Civil Service Rules and Regulations for those positions where such status is required.

ARTICLE VIII

SAFETY AND EQUIPMENT

SECTION 8.1 - SAFETY EQUIPMENT

The Employer will provide safety equipment as agreed upon between the Employer and the Union during negotiations and as in existence as of the date of the execution of this agreement. Employees are required to wear while at work safety equipment, uniform items, gloves and boots issued and/or paid for by the Town. In addition, a Department Head may require employees to wear an identification tag issued by the Town.

SECTION 8.2 - USE OF EQUIPMENT - HIGHWAY DEPARTMENT

When the Highway Department is involved in snow removal and/or road resurfacing duties or similar work, and equipment is available but not manned, it shall be permissible for the Department Head to use such equipment to work with employees beyond the regular work day.

During snow removal and/or sanding operations, two (2) employees will be assigned to sanders and/or snow plows leaving the Town Garage, except for the ford F350 vehicles or a vehicle(s) which is similar in weight and size specifications.

SECTION 8.3 - SAFETY COMMITTEE

A joint Labor-Management Committee shall be established composed of two (2) Union members from the applicable department, two (2) members of the Town Board and the Superintendent of the applicable department to discuss and effectuate recommendations leading to safety improvements within the various departments of the Town.
For Water Filtration Department employees, a possible differential of five (5%) percent will be explored by said committee for these employees dealing with chemicals found by the committee to be hazardous.

SECTION 8.4 - UNIFORMS: HIGHWAY, SEWER, WATER, FLEET MAINTENANCE, RECREATION, WATER FILTRATION AND CUSTODIANS

A. Uniform Items

All employees in the above referenced departments shall be provided with a uniform allowance of $200 per year starting in the 1998 calendar year. The allowance is to be used to obtain Town uniform items. Employees shall be eligible to receive the allowance starting during the first pay period in January 1998. The parties will meet to discuss a change in the $200 uniform allowance if the cost of uniforms increases.

B. Uniform Shirts

Notwithstanding the foregoing, the Town shall issue to employees for the 1998 calendar year five (5) tee shirts and three (3) sweat shirts. The Town shall decide the design and color of the shirts. The cost of the shirts shall be deducted from each employee's $200 annual allowance. The annual allotment for shirts in subsequent years shall be reviewed and determined annually by the Uniform Committee provided herein.

C. Uniform Slacks

Uniform slacks shall be purchased by each employee at the distributor of the employee's choice. The uniform pants shall be denim, blue or black, and shall provide proper fit and appearance in accordance with standards established by the employee's department head or the Town.

D. Work Boot Allowance

Each employee in the above referenced departments shall be provided with a maximum yearly allowance in 1998 of $90.00 to be used to obtain work boots. The maximum yearly allowance will increase to $107.50 in 1999 and $125 in 2000.

E. Work Gloves

The Town will supply work gloves to all employees in the above referenced departments. The Town will replace such gloves with a new pair of gloves upon each receipt of a normally worn old pair.

F. Uniform Committee

There shall be a uniform committee consisting of two Town Board members and two bargaining unit members. The Committee
will meet to discuss issues regarding uniform matters, including changes to uniform items. Recommendations concerning uniform matters may be made by majority vote of the Committee to the Town and the Union.

All employees shall be required to wear the Town uniform items during working hours with the Town. Employees shall be responsible for any and all cleaning, maintenance, and replacement of uniform items in accordance with standards established by the employees' department head and/or the Town.

SECTION 8.5 - UNIFORMS: POLICE DISPATCHER AND ANIMAL CONTROL OFFICER

A. Initial Uniform Issue

Effective July 1, 1993 employees in the positions police dispatcher and animal control officer shall receive initial uniform issue from the Town. A listing of the items of initial uniform issue for each position is attached as Appendix "E" and "F" to the contract. Those employees who have not already received an item or items of the initial uniform issue shall receive the uniform item or items as soon as practicable. Following initial uniform issue, the employee shall be required to wear the uniform while on duty and shall be responsible for any and all cleaning, maintenance and replacement of uniform items in accordance with standards established by his/her department and/or the Town.

B. Uniform Allowance

A police dispatcher who is on the Town's payroll as of June 30, 1992, shall receive a payment of $100.00 for uniform cleaning and maintenance. A second $100.00 payment for uniform cleaning and maintenance shall be made to each police dispatcher who is on the Town’s payroll as of December 31, 1992; a third $100.00 payment for uniform cleaning and maintenance shall be made to each police dispatcher who is on the Town’s payroll as of June 30, 1993.

Effective July 1, 1993, each police dispatcher and animal control officer who is on the Town’s payroll shall receive a semi-annual uniform allowance payment of $200.00 for uniform cleaning, maintenance, and replacement paid to employees in said positions who are on the Town’s payroll on December 31st and June 30th of the year.

ARTICLE IX

GRIEVANCE PROCEDURE

The grievance procedure for the processing of grievances shall be as attached hereto and made a part hereof as Appendix "B". The form attached to Appendix B shall be used for purposes
of the grievance procedure.

ARTICLE X

SENIORITY AND PROMOTIONAL VACANCIES

SECTION 10.1 - SENIORITY

Seniority shall be defined in accordance with Civil Service Law and Rule and Regulations, as continuous service from the first date of permanent or probationary service. Employees taking breaks in employment of less than one (1) year resulting from a layoff or an approved leave of absence shall be deemed to have maintained continuous service for purposes of this Section. However, no credit towards seniority shall be granted for the actual break in service period.

Employees hired under the Comprehensive Employment and Training Act shall be added to the seniority list according to their time in service both in and out of CETA service. Any CETA employee assigned to a position higher than an entry level position (laborer) who is transferred into regular permanent service shall not have automatic rights to the higher position. Said position is subject to the requirements in Section 10.2 of this Article.

SECTION 10.2 - PROMOTIONAL VACANCIES

All promotional vacancies within the unit shall be posted in each respective department for at least five (5) days. A copy of the notice of vacancy to be posted will be mailed to the Unit President or designee at the time of posting.

Vacancies shall be filled by the employee that is most qualified to assume the responsibilities of the position.

Qualifications shall be defined as the employee's ability to assume the responsibilities of the position in the most effective and efficient manner.

Seniority shall be the determining factor if qualifications are similar among two (2) or more employees.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1 - EMPLOYEE SCHOOLING

A. Filter/Sewer Plant Operators

The Employer shall reimburse employees attending school to obtain or maintain their Filter Plant or Sewer Plant Operating License. Said reimbursement to include registration fees, meal
ticket credit, and transportation costs as well as lodging where necessary. The employee shall receive approval from the Town prior to his/her attendance at such schooling.

B. Education Reimbursement

An employee who undertakes a duly recognized course of study which is job related, and who successfully complete the course of study, shall subject to recommendation by the Department Head and the approval of the Town Board, receive full reimbursement for tuition, books, lab fees, etc., up to $500 per twelve (12) month period. The denial of a tuition reimbursement request shall not be subject to review in any forum. The Town may issue a form in consultation with the Union to be used by employees and Town officials for purposes of implementation of this provision.

SECTION 11.2 - CONFERENCE DAYS

The Union President should be allowed three (3) work days per year to attend CSEA conferences or seminars. Said President must give reasonable notice to his/her department head prior to use of said days. The Union President may designate another employee to make use of a conference day in place of the Union President, however, the total amount of conference day time off for all persons shall continue to be three (3) days.

SECTION 11.3 - FILE CABINET/PAYROLL INFORMATION

A file cabinet with lock shall be provided for the Union to be maintained at the work site.

The Town will provide to the Union on a monthly basis a computer run which will list employees in the bargaining unit and show each employee's name, title and payroll information.

SECTION 11.4 - PERSONNEL FILE

An employee shall have the opportunity to review his/her personal history folder in the presence of an appropriate official of the Town and at his/her option, his/her union representative, upon three working days notice; provided, however, where the employee's personal history folder is kept at a location other than the employee's place of work, five (5) working days notice shall be required. The employee may place in such file a response of reasonable length to anything contained wherein which such employee deems to be adverse; provided however, an employee may not review any letter of reference obtained in connection with his/her initial and subsequent employment.

SECTION 11.5 - JURY DUTY

To meet his/her obligation as a citizen to serve on juries,
an employee will be granted time off with pay for jury duty. Jury duty compensation received by the employee, except for mileage and meal ticket will be remitted to the Town. Leave with pay is also granted pursuant to subpoena or other order of court, providing the employee is not the direct litigant in action before the court.

SECTION 11.6 - POLICE DISPATCHERS

Any of the foregoing notwithstanding, plaice dispatchers shall maintain working conditions in effect immediately prior to the signing of this Agreement.

The Chief of Police may schedule up to 40 hours off duty of safety training and job training per year for police dispatchers who shall be compensated at straight time rates for such training time similar in manner to in-service training for police.

SECTION 11.7 - JOINT LABOR MANAGEMENT COMMITTEE

The Town and the Union agree that it is in the mutual interests of the parties to establish a joint Labor Management Committee consisting of two members of the Town Board and two employees selected by the Union. The Committee shall meet to discuss amicably matters of mutual concern such as improvement in the delivery of service to Town residents, improvement in employee relations, cooperation between employees and Town management, and productivity. The meetings shall be at a time and place mutually agreed upon, and attendance at the meeting by employees shall be voluntary and not considered as work time. The Committee shall meet quarterly or as requested by written notice by one party to the other party, such written notice to be made on reasonable notice. The committee shall not take the place of the Grievance Procedure under the contract to be considered collective bargaining negotiations for purposes of changing or adding to the terms of the contract.

ARTICLE XII

COMPATIBILITY WITH LAW OR PRACTICE

SECTION 12.1 - NO STRIKE - NO LOCKOUT

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose upon its members an obligation to conduct, or to participate in such a strike. The Employer agrees that there shall be no lockout of employees, and the Union agrees that it shall not cause or sanction either directly or indirectly, any picketing, boycott, strike or any other slowing down of work during the life of the Agreement. In the event of any such unauthorized activity, the Union shall notify the participating employees that their activities are a
violation of this Agreement, and shall cause forthwith and the Union shall order the employees to return to work immediately.

SECTION 12.2 - SEPARABILITY

In the event that any provision of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

SECTION 12.3 - DIMINISHMENT PROVISION

The Employer will maintain all existing employee benefits and working conditions which are in effect at the time of the execution of this Agreement and not specifically herein provided for and which have been gained and have continued through past practices rather than through past contractual Agreements. Any provisions of past contracts not specifically mutually incorporated within this Agreement shall be considered no longer applicable.

SECTION 12.4 - MANDATED PROVISION OF THE LAW

Notice as provided by Section 204-A of the Civil Service Law as amended:

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


In witness whereof the parties hereto have ratified this Agreement and have caused same to be executed by their duly authorized representatives as of the date first mentioned above.
ACCEPTED AND AGREED TO AS PROVIDED ABOVE:

For the Town of Newburgh:
BY: [Signature]
TOWN SUPERVISOR

BY: [Signature]
LABOR RELATIONS COUNSEL

ATTEST: [Signature]
TOWN CLERK

For the Civil Service Employees Association, Inc., Local 1000
AFSCME, AFL-CIO, Orange County Local 836, Town of Newburgh Unit:
BY: [Signature]
UNIT PRESIDENT

BY: [Signature]
LABOR RELATIONS SPECIALIST

ATTEST: [Signature]
APPENDIX "A"

DISCIPLINARY PROCEDURE

SECTION I

The following disciplinary procedure for incompetency or misconduct shall apply to all employees currently subject to Section 75 of the Civil Service Law and all those considered to have tenure. Said procedure shall apply in lieu of the procedure specified in Civil Service Law, Section 75.

SECTION II

a. Where the appointing authority or designee seeks the imposition of a written reprimand, suspension without pay, a fine not to exceed five hundred ($500.00) dollars, reduction in grade or title, dismissal from service, or other disciplinary action, notice of such disciplinary decision shall be made in writing and served upon the employee. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice.

The notice served on the employee shall contain a description of the alleged acts and conduct including reference to dates, times and places.

b. The President of the Union shall be advised by registered or certified mail that the notice of discipline has been served.

c. The notice of discipline served on the employee shall be accompanied by a written statement that:

1. The employee has a right to object by filling a written grievance within ten (10) days.

2. The grievance procedure provides for a hearing by an independent arbitrator at its final stage.

3. He is entitled to representation by the Union or an attorney at every stage of the proceeding.

d. The penalty proposed or such other penalty as directed may not be implemented:

(a) until the employee fails to file a grievance within ten (10) days.

(b) fails to file a timely appeal as provided below or

(c) until and to the extent that it is upheld by the Town Board, except that an employee who has been served with a
notice of discipline may be suspended without pay for a period not to exceed thirty (30) days.

e. The notice of discipline may be the subject of a grievance before the Department Head and shall be filed by the employee within ten (10) working days of the notice of discipline. The employee shall be entitled to a meeting to present a personal position to the Department Head or designee within ten (10) working days of the receipt of the grievance and a decision shall be rendered within ten (10) working days of such meeting.

f. If the disciplinary grievance is not resolved at the Department Head level, it may be appealed to the Town Board within eight (8) days of receipt of the Department Head decision. The Town Board or its designee shall hold a hearing within eight (8) working days of notice of appeal to second (2nd) stage.

g. If the grievance is not resolved, it may be appealed to independent arbitration by filing a notice with the appointing authority within five (5) working days of the receipt of the Town Board decision. The disciplinary penalty may be imposed following review and decision by the Town Board on the employee’s grievance.

h. The independent arbitrator shall hold a hearing within ten (10) working days after selection and a decision shall be rendered within five (5) working days of the final date of hearing or within five (5) working days after receipt of the transcript if either party elects a transcript as provided in this Article.

i. The arbitrator’s decision with respect to guilt or innocence, penalty or probable cause for suspension shall be final and binding upon the parties and he may approve, disapprove or take any other appropriate action warranted under the circumstances including but not limited to ordering reinstatement and back pay for all or part of a period of suspension. If the arbitrator upon review finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.

j. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his/her decision solely to the application and interpretation of this Agreement. He shall confine himself to the precise issue submitted for arbitration. The decision or award of the arbitrator shall be binding and final.

k. A grievance may be settled at any stage of the disciplinary procedure. The terms of the settlement shall be agreed to in writing. An employee executing such a settlement
shall be offered a reasonable opportunity to have his/her attorney or a Union representative present before executing such a settlement. The President of the Union shall be advised of the settlement within forty-eight (48) hours.

1. The parties shall jointly agree within sixty (60) days of the execution of this Agreement on one or more disciplinary arbitrators. If there are to be several disciplinary arbitrators each member of the list shall be assigned a number in rotation and in the event of a disciplinary arbitration, the first available arbitrator in order shall serve as the arbitrator.

m. All fees and expenses of the arbitrator, if any, shall be divided equally between the appointing authority and the Union or the employee if not represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator’s fee and estimated expenses may be collected in advance of the hearing.

n. The proceedings at a disciplinary arbitration hearing shall be recorded and either party wishing a transcript may provide for a transcript at its own expense and shall provide a copy to the arbitrator and the other party.

o. Should any of the arbitrators listed become unacceptable to either party, said arbitrator shall be removed from the list by written request of the party desiring removal. Such removal shall not take effect with regard to any disciplinary procedure for which the subject arbitrator has already been chosen.

p. The disciplinary grievance form attached to this Appendix "A" shall be used for purposes of this disciplinary grievance procedure.
NOTE: A GRIEVANCE CONCERNING A NOTICE OF DISCIPLINE MUST BE FILED WITH THE DEPARTMENT HEAD WITHIN TEN WORKING DAYS OF THE NOTICE OF DISCIPLINE.

Employee Name: ___________________________  Sec. Sec. No.: ___________________________

Home Address: ___________________________  Membership No.: ___________________________

Home Phone #: ___________________________

Department: ___________________________

Title: ___________________________

(Attach additional sheets if more than one grievant)

**DISCIPLINARY GRIEVANCE**

I hereby grieve the Notice of Discipline dated: ___________________________

Statement of Grievances:

Remedy Sought: ________________________________________________________________

_________________________  ___________________________

Employee's Signature: ___________________________  Date: ___________________________

If submitted by Union representative, complete the following:

Name of Representative: ___________________________

Union Position: ___________________________

**STEP I - DEPARTMENT HEAD**

Name of Department Head: ___________________________

Date Submitted to Department Head: ___________________________  Received By: ___________________________

DEPARTMENT HEAD: THE EMPLOYEE FILING THIS DISCIPLINARY GRIEVANCE IS ENTITLED TO MEET WITH YOU (OR YOUR DESIGNEE) WITHIN TEN WORKING DAYS OF THE FILING OF THIS DISCIPLINARY GRIEVANCE FOR PURPOSES OF PRESENTING A PERSONAL POSITION ON THE DISCIPLINE. YOUR DECISION ON THE DISCIPLINARY GRIEVANCE SHALL BE RENDERED WITHIN TEN WORKING DAYS OF SUCH MEETING.

Department Head's Decision: The above grievance is ______ granted ______ denied.

Additional Comments (Not Required): ________________________________________________

_________________________  ___________________________

Department Head's Signature: ___________________________  Date: ___________________________

Decision Received by Employee On: ___________________________

* NOTE: A COPY OF THIS FORM IS TO BE RETAINED BY THE EMPLOYEE/UNION REPRESENTATIVE AND APPROPRIATE DEPARTMENT/TOWN OFFICIAL AT EACH STEP OF THE GRIEVANCE PROCEDURE.
Employee/Union: You may appeal the decision of the department head in writing to the Town Board by completing the following information.

I accept the Department Head’s decision.

I do not accept the Department Head’s decision and wish to appeal to the Town Board.

Additional Comments (Not Required):

______________________________

Employee Signature: ___________________________ Date: ___________________________

and/or

Union Representative Signature: ___________________________

Union Position: ___________________________

STEP 1 - TOWB BOARD

Note: The Town Board has eight business days from date of receipt to render a decision in writing to the employee/union representative who filed the grievance.

Town Board’s Decision: The above grievance is _______ granted _____ denied.

Additional Comments (Not Required):

______________________________

For the Town Board: ___________________________ Date: ___________________________

By: __________________________

(Sign and Print Name Below Signature)

Decision Received by Employee/Union: ___________________________

I accept this decision.

I do not accept this decision and wish it appealed by the CSEA to arbitration.

Employee Signature: ___________________________ Date: ___________________________

NOTICE OF INTENT TO APPEAL TO ARBITRATION

To: Town Board of the Town of Newburgh

It is the intent of the CSEA to appeal the above decision to arbitration.

Authorized Union Representative Signature: ___________________________ Date: ___________________________

Served on Town Representative: ___________________________ Date: ___________________________

By: __________________________

Mail or Personal Service

Note: The decision of the Town Board may be appealed by the union to arbitration by indicating so above, or by the union serving the Town with written notice of a demand for arbitration within ten days of receipt of the Employee of the Town Board’s decision on the grievance. Within five business days after receipt of a demand for arbitration, the union and the Town shall attempt to agree upon an arbitrator; if the parties do not agree on an arbitrator within the five day period, the party seeking arbitration shall file the demand for arbitration with the NYS Public Employment Relations Board in accordance with Part 207 of Pers’ Rules of Procedure.
APPENDIX "B"

GRIEVANCE PROCEDURE

1. All alleged grievances will be settled amicably where possible and all administrative devices will be exhausted before the procedure outlined herein will be turned to. All alleged grievances will be initiated within thirty (30) days after the event from which the grievance arose.

2. The employee shall first submit the grievance in writing to the Department Head who within three (3) business days shall hold a meeting with the employee concerning the alleged grievance and shall render a written determination to the employee within three (3) business days after said conference. If the Department Head is unable to resolve the alleged grievance to the employee's satisfaction or, if said Department Head does not have sufficient authority, the Department Head must advise the employee in writing to submit the grievance in writing to the Town Board together with concise statement of facts describing the alleged grievance and any other actions thus far taken.

3. If the Department Head is unable to resolve the alleged grievance or if said Department Head has no authority and if the matter is presented to the Town Board, as above provided for, the Town Board shall review the statement of facts as submitted and render its decision thereon in writing to the employee within eight (8) business days of the receipt of the same.

4. A grievance which has been properly and timely processed through the steps of the grievance procedure and which is not settled at Town Board step of the grievance procedure may be appealed to arbitration by the Union serving the Town with written notice of a demand for arbitration within ten days of receipt by the employee of the Town Board's decision of the grievance.

5. The parties shall attempt to agree upon an arbitrator within five business days after receipt of a demand for arbitration. In the event the parties are unable to agree on an arbitrator within said five day period, the party seeking arbitration shall file the demand for arbitration with the New York State Public Employment Relations Board in accordance with Part 207 of the PERB Rules of Procedure. Thereafter the arbitration shall be conducted as provided in Part 207 of the PERB Rules.

6. The arbitrator and his/her opinion and award shall not modify, nullify, ignore, add to, or subtract from the provisions of the collective bargaining agreement, and the arbitrator shall have no authority to impose on either party a limitation to obligation not explicitly provided for in the collective
bargaining agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as presented at the immediate prior step of the grievance procedure. The arbitrator shall be without power to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Town under law and applicable court decisions. Any decision or award of the arbitrator rendered within the provisions of this subsection 6 shall be final and binding on the parties.

7. If the Town wishes to present a grievance, the Town Supervisor shall file a grievance in writing with the CSEA Unit President within thirty (30) days of the time the Town Supervisor receives knowledge of the event giving rise to the grievance. The CSEA Unit President shall respond in writing to the Town Supervisor within ten days of the filing of the grievance.

The Town shall have 10 days from the receipt of the Union's decision in which to demand arbitration of the Town's claim by service of a demand for arbitration on the Union, and the matter shall be subject to binding and final arbitration on the same terms as provide under subsections 5 and 6 set forth above.

8. The grievance form attached to this Appendix "B" shall be used for purposes of this grievance procedure.
TOWN OF NEWBURGH/GSEA
GRIEVANCE FORM

Employee Name: ___________________________ Soc. Sec. No.: ___________________________

Home Address: ___________________________ Membership No.: ___________________________

Home Phone #: ___________________________ Title: ___________________________

Department: ___________________________ (Attach additional sheets if more than one grievant)

GRIEVANCE

Contract Article or Clause violated or other violation: ___________________________

Date of Occurrence: ___________________________

Statement of Facts - include names, dates and a description of what happened:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Remedy Sought:

________________________________________________________________________

Employee's Signature: ___________________________ Date: ___________________________

If submitted by Union Representative, complete the following:

Name of Representative: ___________________________

Union Position: ___________________________

STEP 1 - DEPARTMENT HEAD

Name of Department Head: ___________________________

Date Submitted to Department Head: ____________ Received By: ___________________________

DEPARTMENT HEAD: YOU HAVE THREE BUSINESS DAYS TO MEET WITH THE EMPLOYEES (S) INVOLVED
AND THREE BUSINESS DAYS AFTER THE MEETING TO RENDER A WRITTEN DETERMINATION OF THE
GRIEVANCE.

Department Head's Decision: The above grievance is ___ granted ___ denied.

Additional Comments (Not Required):

________________________________________________________________________

Department Head's Signature: ___________________________ Date: ___________________________

Decision Received by Employee on: ___________________________

***(SEE OVER)***

* NOTE: A COPY OF THIS FORM IS TO BE RETAINED BY THE EMPLOYEE/UNION REPRESENTATIVE
AND APPROPRIATE DEPARTMENT/TOWN OFFICIAL AT EACH STEP OF THE GRIEVANCE PROCEDURE.
EMPLOYEE/UNION: You may appeal the decision of the Department Head in writing to the Town Board within eight days of receipt of the Department Head's decision. If appealed, complete the following information.

I accept the Department Head's decision.

I do not accept the Department Head's decision and wish to appeal to the Town Board.

Additional Comments (Not Required):

Employee Signature: ___________________________ Date: ______________

and/or

Union Representative Signature: ___________________________

Position: ___________________________

STEP 2 - TOWN BOARD

NOTE: The Town Board has eight working days from date of receipt to conduct a hearing on the disciplinary grievance appeal.

Town Board's Decision (Including penalty to be imposed by Town Board, if applicable):

For the Town Board: ___________________________ Date: ______________

(Sign and Print Name Below Signature)

Decision Received by Employee/Union On: ___________________________ Date: ______________

I accept this decision.

I do not accept this decision and wish it appealed by the CSEA to arbitration.

Employee Signature: ___________________________ Date: ______________

NOTICE OF INTENT TO APPEAL TO ARBITRATION

To: Town Board of the Town of Newburgh

It is the intent of the CSEA to appeal the above decision to arbitration.

Authorized Union Representative Signature: ___________________________ Date: ______________

Served on Town Representative: ___________________________ Date: ______________

By: ___________________________

NOTE: The decision of the Town Board may be appealed by the union to arbitration by indicating so above or by the union serving the Town with written notice of a demand for arbitration within five working days of receipt.
APPENDIX "C"

SICK LEAVE MONITORING PROGRAM

SECTION I

An employee who uses four (4) or more undocumented sick leave days in a three (3) month period or who uses three (3) or more undocumented sick leave days on a Monday, a Friday, on the day before or the day after a holiday, or on the day before or the day after use of vacation leave in a three (3) month period, may at the discretion of the Department Head, be placed on a sick leave monitoring program for the next following six (6) months. For purposes of this Section 1, undocumented sick leave day shall mean each sick leave day which is not explained by submission of medical certification that the employee was not able to work due to his/her illness and/or injury. An employee shall be advised, in writing, at least five days prior to being placed on the sick leave monitoring program.

SECTION 2

An employee placed in the sick leave monitoring program shall be subject to the following conditions:

a. When requiring the use of sick leave, the employee shall notify the Department within one hour of his start time. At the same time, the employee shall advise the Department of the address of his residence or of his location. The employee shall remain in his residence or the reported location unless he notifies the Department that he is leaving, where he is going, and the telephone number of that new location.

b. During the use of sick leave, the employee shall be subject to a visit and/or telephone contact by a representative of the Town.

c. During the use of sick leave, the employee shall request and obtain prior written approval of the Department Head before engaging in off-duty employment.

SECTION 3

During the five day period after notice and prior to commencement of placement on the sick leave monitoring program, the employee may file an administrative appeal in writing with the Town Supervisor, to his/her designee, seeking review of the employee's placement in the program and/or of the restrictions place on the employee. This appeal shall be based on the employee's length of service with the Town, employment history and record, explanation of the circumstances of his absence or hardship. The Town Supervisor, or his designee, shall render a written decision on the employee's appeal within five days after
receipt of the appeal. An appeal under this section shall not delay placement in the sick leave monitoring program. The decision of the Town Supervisor, or his designee, shall be final and not subject to review under any procedure provided in this collective bargaining agreement or to review in a court of law.

SECTION 4

Violation of the conditions provided in this Appendix C will subject the employee to disciplinary action.

SECTION 5

After six (6) months on the sick leave monitoring program, the employee's use of sick leave during the six (6) month period shall be assessed and the employee may be taken off the program if (i) he has used less than four (4) undocumented sick leave days, (ii) he has used less than three (3) undocumented sick leave days on a Monday, a Friday, on the day before or the day after a holiday, or on the day before or the day after use of vacation leave, and (iii) the employee has not violated any of the conditions of the sick leave monitoring program. The employee shall be advised, in writing, of whether or not he will be taken off the program. An employee who satisfies the criteria stated above and is not taken off the sick leave monitoring program may file an administrative appeal of the decision pursuant to the terms of Section 3 above.

SECTION 6

Subsequent to placement on and removal from the sick leave monitoring program, an employee shall again be placed on the monitoring program if he again utilizes four (4) undocumented sick leave days in a three (3) month period or if the employee uses three (3) or more undocumented sick leave days on a Monday, a Friday, on the day before or the day after a holiday, or on the day before or the day after use of vacation leave in a three (3) month period.

SECTION 7

An employee who has been placed on the sick leave monitoring program and whose placement on the program is continued after the initial six month period or who subsequently is again placed on the program as provided in Section 6, shall be charged two days leave time for each day of undocumented sick leave used while on the sick leave monitoring program.
HEALTH INSURANCE WAIVER

The parties agree to provide for an optional buy-out of health insurance coverage by an individual member of the bargaining unit. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Town's Health Insurance Administrator on or before December 1st for the succeeding calendar year in writing on a form provided by that office, that he/she is electing to decline and waive all or part of the health insurance coverage provided by the Town for which the employee is then eligible and entitled to receive during the next twelve (12) month period.

An employee who declines and waives health insurance coverage as provided above shall receive 30% of the savings in premium costs realized by the Town for each whole month the employee declines and waives health insurance coverage. The employee shall receive the accumulated payment as calculated above on or before January 30th of the following year.

It is further agreed by the parties that any employee who elects to receive a cash payment hereunder may, at any time during the twelve (12) month period for which the employee has declined and waived health insurance coverage, send written notice to the Town's Health Insurance Administrator that he/she wishes to resume health insurance coverage by the Employer's carrier. The parties recognize and agree that the effective date of the employee's re-establishment of health insurance coverage shall be as provided by the employer's health insurance carrier. The Employer agrees to notify its health insurance carrier as soon as possible of the employee's decision to re-establish health insurance coverage.

Waivers hereunder shall be valid for a maximum of twelve (12) months. In the event an employee fails to complete and file the forms necessary for resumption of health insurance coverage, the employee's waiver of health insurance coverage shall continue until the appropriate forms are completed and filed by the employee. In all cases, resumption of coverage shall be made effective as determined by the Town's health insurance carrier. Attached hereto and made a part hereof are forms to be used for purposes of waiver of health insurance coverage.
TOWN OF NEWBURGH

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, ____________________, hereby request a decline and waiver of health insurance coverage provided by the Town for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Town health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan:

Coverage provided by or through:  
(Name of organization or employer)

Subscriber Number:

Attached to this form is a copy of the identification card for this health insurance plan.

2. I request to decline and waive the following Town provided health insurance coverage:

___ Individual Coverage

___ Dependent (Family) Coverage, but I will retain individual health insurance coverage.

___ Dependent (Family) Coverage, and I will not retain any individual health insurance coverage.

3. In making this request I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Town provided health insurance coverage for which I and/or my dependents are now eligible for the period January 1, ___ through December 31, ___. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the appropriate form(s) to the Town’s Health Insurance Administrator at any time during the waiver period to re-establish Town provided health insurance coverage and that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the Town’s health insurance carrier. I hereby acknowledge that I have been advised by the Town’s Health Insurance Administrator as to the health insurance carrier’s present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

4. I understand and agree that I will be compensated by the Town for my waiver of health insurance coverage in
accordance with the applicable terms of the collective bargaining agreement between the Town and CSEA, Local 1000, AFSCME, AFL-CIO, The Town of Newburgh Unit, Orange County Local 836.

5. I understand and agree that my waiver of health insurance coverage shall remain in effect unless I apply on the appropriate form to the Town's Health Insurance Administrator to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of coverage shall continue until I complete and file with the Town the necessary forms to re-establish the health insurance coverage provided by the Town in accordance with the requirements of the Town's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Town's health insurance carrier. Upon resumption of my health insurance coverage, the compensation I have received in connection with waiver of health insurance coverage shall cease in accordance with the terms of the CSEA collective bargaining agreement.

DATED:

Signature: ____________________
Print name: ____________________

cc: ____________________, President
    CSEA Town of Newburgh Unit

ACCEPTED FOR THE TOWN OF NEWBURGH:

By: ____________________ Dated: ____________________
TOWN OF NEWBURGH

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, , hereby request re-establishment of Town provided health insurance which I had previously received from the Town of Newburgh. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Town provided health insurance coverage is subject to and condition on the requirements of the Town's health insurance carrier.

3. I understand and agree that the compensation which I have received in connection with waiver of Town provided health insurance coverage will be terminated in accordance with the applicable terms of the collective bargaining agreement between the Town and CSEA, Local 1000, AFSCME, AFL-CIO, The Town of Newburgh Unit, Orange County Local 836.

DATED:

Signature: __________________________
Print Name: __________________________

cc: CSEA Town of Newburgh Unit, President

ACCEPTED FOR THE TOWN OF NEWBURGH:

By: __________________________ Dated:  

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APPENDIX "E"

POLICE DISPATCHER INITIAL ISSUE UNIFORM ITEMS

3 pairs uniform pants
3 long sleeve uniform shirts
3 short sleeve uniform shirts
3 uniform ties
2 patches per shirt
2 name tags
1 set collar brass
1 pair shoes
1 badge

APPENDIX "F"

ANIMAL CONTROL OFFICER INITIAL ISSUE UNIFORM ITEMS

3 pairs uniform pants
3 long sleeve uniform shirts
3 short sleeve uniform shirts
1 pair shoes
1 name tag
Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Danny Donohue, President