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Contract Database Metadata Elements

Title: Amityville, Village of and Amityville Village Clerical Unit, CSEA Local 1000, AFSCME, AFL-CIO (2006)

Employer Name: Amityville, Village of

Union: Amityville Village Clerical Unit, CSEA Local 1000, AFSCME, AFL-CIO

Local: 1000

Effective Date: 12/01/06

Expiration Date: 11/30/10

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AGREEMENT

by and between the
VILLAGE OF AMITYVILLE

and the

CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
Local 1000, AFSCME, AFL-CIO
Clerical Unit

December 1st 2006 - November 30th 2010
### CSEA CONTRACT
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Schedule A 2006-2007 Wage Schedule
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APPENDIX Tuition Reimbursement Policy
CONTRACT AGREEMENT FOR December 2006 through November 2010

Agreement, made and entered into this 15th day of December of 2006, by and between the Village of Amityville, political subdivision of the State of New York, having its principal place of business in the Village of Amityville, New York thereinafter referred to as the “Employer” and the Civil Service Employee Association, Inc., Local 1000, AFSCME, AFL-CIO (Amityville Village Clerical Unit), an association duly incorporated pursuant to the provisions of the Membership Corporation Law of the State of New York, having its principal place of business in the Village of Amityville, (hereinafter referred to as the “Association”).

WITNESSETH

WHEREAS, the Employer recognizes the Association as the exclusive bargaining representative under the Taylor Law, for all clerical titles certified in the bargaining unit by the New York State Public Employment Relations Board (hereinafter referred to as “PERB”) except those titles excluded from the aforementioned PERB certification and as specifically excluded in this agreement. The titles of “Village Clerk” and “Stenographer serving as the Mayor’s secretary” are also specifically excluded from the bargaining unit and shall be deemed managerial/confidential employees.

WHEREAS, the Association obligates itself for its members and for all employees of the Employer for whom it is the recognized bargaining representative that it and each of such members and employees will faithfully perform all the terms and conditions of this agreement and their respective parts to be performed, and

WHEREAS, the parties desire to negotiate a Collective Bargaining Agreement setting forth the amount of wages for the period December 1st 2006 through and including November 30th 2010 and their conditions and standards of employment for the period December 1st 2006 through and including November 30th 2010, and
WHEREAS, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and provisions as herein contained, the parties hereto bind themselves and agree as follows:

ARTICLE I. MANAGEMENT RIGHTS
Except as specifically abridged, delegated, granted or modified by this agreement, all of the rights, powers and authority the Employer had prior to the signing of this agreement are retained by it and remain exclusively and without limitation within the rights of management. This includes the right, power, and privilege, subject to Civil Service Law, and to the terms of this agreement where applicable, to plan, determine, direct, and control or change the nature and extent of all its operations, to promote employees from one classification to another, to transfer and assign employees to such places of work as it may elect, to create and abolish positions, and to delegate duties, tours of duties and the manner of the performance of such duties. It also includes the right to demote, discipline, suspend or discharge employees for cause and to relieve them from their normal duties for a legitimate reason, to introduce new equipment, methods or facilities or change existing methods, and to make and enforce rules and to carry out functions of management.
ARTICLE II. PAST PRACTICES
All terms and conditions of employment shall be defined within this collective bargaining agreement except where provided by law, rule and/or regulation having the force and effect of law or by resolution of the Village Board.

ARTICLE III. WAGES

Section A: Wages
1. Salary increase shall be 4% for Year 1, 4% for Year 2, 4% for Year 3 and 4% for Year 4 with an eleven (11) step 2% schedule.

Section B: Work Schedule - All employees with the exception of the DPW Clerk/Typist shall work a thirty-five (35) hour work week. The regular work schedule shall consist of five (5) days, Monday through Friday, with work seven (7) hours per day. The regular work day shall be from 8:00 a.m. to 4:00 p.m. with a one (1) hour lunch break. The DPW Clerk/Typist’s regular work schedule shall consist of four (4) days (Monday through Thursday), eight and one-quarter (8-1/4) hours per day and one (1) day Friday, seven (7) hours per day. The regular work day shall be from 7:00 a.m. to 4:00 p.m. (Monday through Thursday) and 7:00 a.m. to 2:45 p.m. (Friday) with a lunch break from 12:00 p.m. (Noon) to 12:45 p.m. Time clocks may be utilized by the employer at its discretion to substantiate hours worked. Overtime will be paid for hours worked in excess of the defined work day except as otherwise provided for in this agreement.

Section C: Overtime - Overtime will be paid at the rate of time and one-half for work exceeding the thirty-five (35) hour work week for employees except for the DPW Clerk/Typist who shall receive such overtime pay for work in excess of forty (40) hours per week. Pay will be made at a rate of time and one-half (1-1/2) for weekend work and double time on days designated as holidays by the Village.

Section D: Evening Work - if a portion of an employee’s regular schedule includes evening and/or night work, the hours worked shall be granted as release time taken no later than the last day of the pay period or as cash overtime at the election of the employee. Overtime pay, however, shall only be made in the event that the employee works in excess of the regular defined work week as delineated above.

Section E: Out of Title Work
Any employee required to work temporarily in a title paying a higher salary than that which is held by such employee, shall receive pay at the rate of the higher title for all work performed in such title in excess of ten (10) consecutive work days.

Section F: Payment of Wages
All wages will be paid by check on Friday of each week except when Fridays occurs on a legal holiday when such payment shall be made on the previous day.
Section G: Direct Deposit
The employer shall permit direct electronic deposit of paychecks at the employee's written request to the Suffolk County Federal Credit Union.

ARTICLE IV. LEAVE TIME

Section A: Vacation Leave
1. All full time employees shall be entitled to accrue vacation leave on the first day of January in accordance with the following schedule:

   First Calendar Year: No paid vacation allowance for the first ninety (90) days.

   If hired in: Then paid vacation days available after the first ninety (90) days are:

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
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</thead>
<tbody>
<tr>
<td>January</td>
<td>5</td>
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<tr>
<td>February &amp; March</td>
<td>4</td>
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<td>April &amp; May</td>
<td>3</td>
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<tr>
<td>June &amp; July</td>
<td>2</td>
</tr>
<tr>
<td>August &amp; September</td>
<td>1</td>
</tr>
<tr>
<td>October - December</td>
<td>0</td>
</tr>
</tbody>
</table>

   Second, Third, Fourth and Fifth calendar years employed: 10 days
   Sixth, Seventh, Eighth, Ninth, and Tenth calendar years employed: 18 days
   Eleventh, Twelfth, Thirteenth, Fourteenth calendar years employed: 23 days
   Fifteenth calendar year and thereafter: 25 days

2. Vacation is scheduled on a calendar year basis. All vacations must be completed by the end of the calendar year. There shall be no accruals of unused vacation days.

3. Vacation days must be requested in writing to Department Heads on the required Village form.
   For any vacation of five (5) consecutive days or more, the Department Head must be notified at least three (3) weeks in advance.

4. Upon the full-time employee's voluntary separation from service which does not include separation by termination, unused vacation time for the year of separation only shall be paid to the employee at his or her current rate of pay. This provision shall only apply upon a full-time employee's voluntary separation from service. The Village will not pay employees for unused vacation time for any other reason or under any other circumstances.

5. Up to ten (10) days of Vacation buy-backs are permitted only with Board of Trustees approval. A request must be made to the Department Head for the buy-back of time by November 30th. If approved, a check will be issued for the time.

Section B: Sick Leave
1. All full time employees shall receive fifteen (15) sick days per fiscal year. The fiscal year is June 1st through May 31st. Sick time shall be earned at a rate of 1.25 days per month. Sick days may be accumulated to a total of three hundred seventy-five (375) days.
   Full-time employees shall be permitted to use up to a maximum of five (5) sick days per fiscal year to tend to the illness of the employee's immediate family. Immediate family for the purposes of this provision shall be defined as: spouse, daughter, son, brother, sister, father, mother, mother-in-law, and father-in-law.
2. Upon retirement or death, fifty (50) percent of all accumulated sick days shall be paid to the covered employee or his or her assigned beneficiary up to 150 days maximum.

3. Absences for illness of three (3) days will require the submission by the employee of a physician’s note upon return to work.
4. In the case of absence due to illness the employee shall notify the Department head of such absence no later than one-half hour after the employee’s start time.

SECTION C: Personal Leave
All full time employees shall receive five (5) personal leave days per fiscal year. Such time shall be used for personal business. Any unused personal leave days as the end of a fiscal year shall be added to accumulated sick leave but no more than 375 days of sick leave shall be accumulated as per paragraph B above.
Employees hired during a fiscal year shall receive personal leave on the following pro rata basis:
- If hired June through August 3 days
- If hired September through November 2 days
- If hired December through February 1 day
- If hired March through May 0 days

Section D: Holiday Leave
Covered employees shall receive the following paid holidays; eight (8) holidays are National and Legal Holidays:
- New Years Day
- Martin Luther King’s Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The ninth, tenth, eleventh and twelfth day will be floating holidays to be determined by the Village Board of Trustees prior to the beginning of the calendar year. The dates of such holidays shall be considered the official New York State designated date for celebration thereof. Holidays falling on a Saturday shall be celebrated on Friday and holidays falling on Sunday shall be celebrated on Monday.

Section E: Bereavement Leave
In case of death in a full time employee’s immediate family (spouse, daughter, son, brother, sister, father, mother, mother-in-law, father-in-law) such employees shall be granted four (4) consecutive days of absence with full pay. In case of a death in a full time employee’s family, other than immediate (legal guardian, sister-in-law, brother-in-law, stepmother, stepfather, aunts, uncles, and children of those mentioned) such employees shall be granted the day of the funeral with full pay. For the employee’s son-in-law, daughter-in-law, or grandparents the employee shall be granted three (3) consecutive days of absence with full pay. When the day/days fall during vacation, sick leave or holidays, such time off is not in addition thereto.
ARTICLE IV LEAVE TIME cont'd

Section F: Family and Medical Leave Act (FMLA)
Employees who meet certain service requirements are entitled, through the federal Family and Medical Leave Act (FMLA), to take leave of up to 12 weeks per year for serious personal or family health conditions. This leave can also be used for the arrival of a new child by birth, adoption or foster placement. If leave is requested for an employee's own serious health condition, the Village requires the employee to use all of the employee's accrued paid sick leave, personal leave, compensatory leave and vacation leave. If leave is requested for any of the other reasons, the Village requires an employee to use all of the employee's accrued paid vacation leave, personal leave and compensatory leave. Any remaining family and medical leave will be unpaid. Details are available through the Health Benefits Administrator.

ARTICLE V. FRINGE BENEFITS

Section A: Longevity
1. Longevity shall be paid to full time employees. Such pay shall be based on the number of years of completed service. Service shall be defined as employment with the Village of Amityville. Service shall be continuous to qualify for this benefit. Breaks in service of one year or more, except for military leave, shall constitute a break and prior service shall not be credited for purposes of longevity.
2. A longevity payment of $1,000.00 shall be paid by separate check on the first payday in August following ten (10) years of service as defined above. Thereafter, an additional $125.00 shall be added for each year of additional service and paid by separate check on the first payday in August following the additional completed year of service up to a maximum of $2,000.00.

Section B: Retirement
All employees who are eligible shall be permitted to participate in the New York State Employees' Retirement System provided they make application for such benefits.

Section C: Health Insurance
1. The employer shall continue the several optional and alternative hospitalization and surgical policies presently in effect and available to covered employees. Except as otherwise delineated in this provision, employees continuously employed by the Village for ten (10) or more years shall receive individual or family health insurance coverage paid for by the Village, in retirement. Employees hired on or after the date of full and complete execution of this memorandum of agreement shall be required to pay ten (10%) percent of the cost of premiums for individual and/or family health insurance coverage, whichever is applicable. Furthermore, employees hired on or after the aforementioned date will be required to pay ten (10%) percent of
the cost of premiums for individual and/or family coverage, whichever is applicable. Furthermore, employees hired on or after the aforementioned date will be required to pay ten (10%) percent of the cost of premiums for individual and/or family coverage, whichever is applicable, in retirement. However, such employees shall not be entitled to health insurance in retirement unless they have completed at least twenty (20) consecutive years in the Village.

2. If a full time employee who is eligible for health insurance coverage elects to waive such coverage then he or she shall receive a payment from the Village equal to fifty (50%) percent of the cost of the plan to the Village for the particular time period of the waiver but only to the extent that premiums have not already been paid during such time period.

Section D: Dental Insurance
The employer shall continue to cover all full time employees with dental coverage. The employer has agreed to make available the CSEA-EBF sponsored dental plan "Horizon-Composite."

Section E: Optical Insurance
The employer shall continue to cover all full-time employees through the CSEA-Platinum 12 Composite Plan but with an allowance of two (2) pairs of eye glasses per year only.

Section F: Tuition Reimbursement
The employer shall offer “Tuition Reimbursement” in accordance with Village Policy No. 6.

Section G: Part-Time Employee Benefits
1. Vacation Leave: All part-time employees shall be entitled to earn on a pro rata basis, ten (10) vacation days on the first day of January except in the first calendar year, when it is earned after ninety (90) days of employment as per the employee’s date of hire as follows:

   January      5 days
   February & March  4 days
   April & May      3 days
   June & July      2 days
   August & September 1 day
   October - December 0 days

   For these purposes, a “day” is defined by the number of hours constituting the part-time employee’s regular work day. All vacations must be completed by the end of the calendar year. Any unused vacation days may not be carried over to the following calendar year.

2. Sick Leave: All part-time employees shall be entitled to earn on a pro rata basis, fifteen (15) sick days per fiscal year. For these purposes, a “day” is defined by the number of hours constituting the part-time employee’s regular work day. Sick time is accrued on the first day of each month. Any unused sick days may not be carried over to the following fiscal year.
3. Personal Leave: All part-time employees shall be entitled to earn on a pro rata basis, five (5) personal days on June 1st each year except in the first calendar year when it is earned on the 1st day of employment based on the date of hire as follows:

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<tr>
<td>June - August</td>
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<tr>
<td>September - November</td>
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</tr>
<tr>
<td>December - February</td>
<td>1</td>
</tr>
<tr>
<td>March - May</td>
<td>0</td>
</tr>
</tbody>
</table>

For these purposes a "day" is defined by the number of hours constituting the part-time employee's regular work day. Any unused personal days may not be carried over to the following fiscal year.

4. This provision applies only to vacation, sick and personal days. No other benefit is conferred by this Provision.

ARTICLE VI. SENIORITY

1. Seniority for the purposes of applications for leave times shall be defined as beginning on the date of full time employment with the Village.

2. Seniority, for the purposes of promotions, layoffs and recall shall be calculated from the date of full-time employment with the Village and shall be subject to the requirements and provisions regarding the applicability and effect of seniority as delineated in New York State Civil Service Law.

ARTICLE VII. HEALTH AND SAFETY

There shall be a Village health and safety committee consisting of two (2) members of the Board of Trustees and two (2) bargaining unit members. The committee shall meet as necessary at the discretion of Village administration to address complaints and concerns of administration and employees but in no case shall the committee meet less than quarterly.

ARTICLE VIII. DISCIPLINARY ACTION

All bargaining unit members who have successfully completed a probationary period of twenty-six (26) weeks shall be afforded the protection of Section 75 of the Civil Service Law.

ARTICLE IX. GRIEVANCE PROCEDURE

**Section A:** Any grievance arising out of or concerning the interpretation or application of the terms of this agreement shall be subject to the grievance procedure and advisory arbitration delineated herein.

**Section B:** Any grievance or dispute must be presented within sixty (60) days of the incident complained about or from the date the incident should have been known to the grievant or same shall be deemed waived.

**Section C:** The grievance procedure shall be as follows:

1. The bargaining unit member and/or Association shall submit the grievance in writing to the member's immediate supervisor. The supervisor shall, in writing, respond to the grievance in five (5) working days. If such response is not satisfactory the Grievant or Association will, in writing, advise the Board of Trustees of the grievance within ten (10) working days. Failure to proceed to
the next step within the time allotted will bar further processing of the grievance.

2. The Board of Trustees shall have thirty (30) working days to respond, in writing, to the Grievant or Association. If such response is not satisfactory, the Grievant or Association may request advisory arbitration.

3. The parties may agree upon an advisory arbitrator or have such arbitrator appointed by the New York State Public Employment Relations Board (PERB). The decision of the arbitrator shall be advisory in nature; however, such decision shall be considered and weighed by the parties.

Section D: Any aspect of the grievance procedure may be waived by mutual agreement of the parties.

ARTICLE X. MISCELLANEOUS

Section A: Job Descriptions
The Village shall provide copies of job descriptions, as certified by the Suffolk County Department of Civil Service, to bargaining unit members at their request regarding all titles currently held by members.

Section B: Suffolk County Exam Notices
The Village will post, on a clip board on the counter at Village Hall, all Suffolk County Civil Service examination notices received by the Village Clerk.

Section C: Association Postings
The Village shall provide members with a bulletin board area in all work locations in order to permit employees to post information pertaining to the Association and its sponsored programs.

Section D: Association Payments
The Association shall have the exclusive right to payroll deductions of membership dues, agency fees and premiums for all forms of CSEA sponsored insurances. The deductions shall be remitted to the Association at 143 Washington Avenue, Capital Box 7125, Albany, New York 12224.

ARTICLE XI. ACCESS TO BARGAINING UNIT MEMBERS

Section A: No Meeting During Business Hours
No association business shall be conducted during working hours except as permitted by the Mayor of the Village Clerk.

Section B: Entering Upon Premises
A Civil Service Employee’s Association representative may enter the premises of a Village building for Association business only upon prior written notice twenty-four (24) hours in advance, to the Village Clerk. Entry will be permitted only after working hours unless permission is given by the Mayor of the Village Clerk for visits at other times. The Mayor and/or Village Clerk shall have the discretion to deny access to any such Association representative who has not given the required notice as delineated above or who has in any way disrupted Village business or behaved in any manner which is violative.
to Village policy. Any Civil Service Employees’ Association representative who does not give the aforementioned notice may be asked to leave the premises and shall comply with the request.

Section C: Use of Village Telecommunication Equipment
Bargaining unit members shall be permitted to utilize Village telephones and fax machines for the purposes of contacting Association Representatives provided same does not unduly interfere with any Village business and/or operation or the performance of any employee’s work.

ARTICLE XII. PUBLIC ASSISTANCE GRANT RECIPIENTS
The parties agree that the Village shall be permitted to retain and assign public assistance grant recipients (hereinafter referred to as “Recipients”) to perform clerical work within the Village provided as follows: Prior to the assignment of the aforementioned Recipients the Village shall provide the Association with the names, work location and wages for same. The retaining and/or assignment of such Recipients shall not result in the reduction or loss of employment, hours, wages, benefits or rights and shall not infringe upon the promotional, hiring, and/or rehiring opportunities, if any, of any current bargaining unit member. Furthermore, the unit’s agreement to the retaining and/or assignment of such Recipients shall not constitute a waiver of its claim of exclusivity of the work performed by such recipients. It is further agreed, however, that the assignment of work to such Recipients pursuant to these provisions shall not become the subject of any grievance, complaint, or other proceeding of any kind commenced by the Association except a grievance to enforce the covenants contained in this provision.

ARTICLE XIII. STRIKE/JOB ACTION PROHIBITION
Thus agreement has been entered into in order to effectuate Article 14 of the New York State Constitution, Sections 200-214 of the New York State Civil Service Law, the Public Employees Fair Employment Act or Taylor and, as such, the Association and its Members agree that they will not engage in any strikes, slowdowns, or other concerted work stoppages, job actions, or prohibit improper practices.

ARTICLE XIV. ENFORCEABLE PROVISIONS
Any provision of this agreement found to be unenforceable because of operation of law or judicial action shall invalidate only that article or clause and shall not affect any other article or clause herein, of the contract as a whole. In such event, the parties will meet promptly to consider the effect of such invalidation of said articles or clauses and enter into negotiations for the purpose of reaching agreement on substitute terms to replace such articles or clauses, if legally permissible.
ARTICLE XV. TERMS OF AGREEMENT
The terms of this agreement shall be effective from December 1st 2006 through and including November 30th 2010.

IN WITNESS WHEREOF, the parties have set their hands and seals this 15th day of December, 2006.

Peter T. Imbert, Mayor

Margaret Mitchell, Clerical Union President

Kenneth Brotherton, Labor Relations Specialist, CSEA
### AMITYVILLE CLERICAL UNIT

#### WAGE SCHEDULES

**12/1/2006 - 11/30/2010**

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<th>Step 5</th>
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Village of Amityville

MEMORANDUM OF AGREEMENT

Coverage under the CSEA Employee Benefit Fund Retiree Dental Plan (the "Plan") administered by the CSEA Employee Benefit Fund (the "Fund") shall be available to any member of the CSEA bargaining unit who retires and meets the following criteria:

1. The member retires directly from employment with the employer.
2. The member has coverage under a Fund-sponsored Dental Plan at the time of his or her retirement.
3. The member agrees in writing to comply with all requirements of the Fund which are applicable to retiree coverage at the time of his or her retirement.
4. The member agrees in writing to pay for any and all premiums for coverage under the Plan.

The Employer has no obligation to pay for coverage under the Plan.

The Fund agrees to hold the Employer harmless from any liability in connection with the cost of providing coverage under the Plan.

Neither the Unit nor the Employer shall use this Memorandum of Agreement as precedent in future collective bargaining agreement negotiations.

Signature
Signature (LRS)
Title
Title
Date 11/7/2006
Date 11/8/06
December 1, 2006

Mr. Peter T. Imbert, Mayor
Village of Amityville
21 Greene Avenue
Amityville, New York 11701

RE: Amityville Village Clerical Unit CSEA

Dear Mayor Imbert:

The above mentioned unit of CSEA voted to accept the Memorandum of Agreement dated 11/17/06.

We are currently reviewing the rough draft of the new Collective Bargaining Agreement and will be in touch with your office shortly to sign the new agreement.

Very truly yours,

Kenneth Brotherton
Labor Relations Specialist

Cc: R. King
N. LaMorte
W. Walsh
D. Sheridan
M. Mitchell
MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF TRUSTEES OF THE VILLAGE OF AMITYVILLE and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, (Amityville Village Clerical Unit), expiring on November 30, 2006, shall remain in full force and effect.

This memorandum shall be subject to ratification by the Mayor and the Board of Trustees and the membership of the unit. The parties' respective negotiating teams agree to recommend such ratification to their principals.

1. Term: Four (4) years, December 1, 2006 to November 30, 2010.

2. Salary Increases: 4% for year 1 plus increment; 4% for year 2 plus increment; 4% for year 3 plus increment, and 4% for year 4 plus increment.

3. Article III Wages, Section A: Subsection 2 should be removed.

4. Article IV. Leave Time, Section A, Vacation Leave: Subsection 1 should be re-written as follows:

All full time employees shall be entitled to earn vacation leave on the first day of January in accordance with the following schedule:

First Calendar Year: No paid vacation allowance for the first ninety (90) days.

If hired in: Then paid vacation days available after the first ninety (90) days are:

- January: 5 days
- February & March: 4 days
- April & May: 3 days
- June & July: 2 days
- August & September: 1 day
- October - December: 0 days

Second, Third, Fourth and Fifth calendar years employed: 10 days
Sixth, Seventh, Eighth, Ninth and Tenth calendar years employed: 18 days
Eleventh, Twelfth, Thirteenth, Fourteenth calendar years employed: 23 days
Fifteenth calendar year and thereafter: 25 days

5. Article IV. Leave Time, Section A, Vacation Leave: Subsection 2 should be re-written as follows:

Vacation is scheduled on a calendar year basis. All vacations must be completed by the end of the calendar year. There shall be no accruals of unused vacation days.

6. Article IV. Leave Time, Section A, Vacation Leave: Add subsection 5 to read as follows:
Up to ten (10) days of Vacation buy-backs are permitted only with Board of Trustees approval. A request must be made to the Department Head for the buy-back of time by November 30th. If approved, a check will be issued for the time.

7. Article IV. Leave Time, Section E. Bereavement Leave. Remove subsection 2 and create Section F to read as follows:

Family and Medical Leave Act (FMLA)

Employees who meet certain service requirements are entitled, through the federal Family and Medical Leave Act (FMLA) to take leave of up to 12 weeks per year for serious personal or family health conditions. This leave can also be used for the arrival of a new child by birth, adoption or foster placement. If leave is requested for an employee’s own serious health condition, the Village requires the employee to use all of the employee’s accrued paid sick leave, personal leave, compensatory leave and vacation leave. If leave is requested for any of the other reasons, the Village requires an employee to use all of the employee’s accrued paid vacation leave, personal leave and compensatory leave. Any remaining family and medical leave will be unpaid. Details are available through the Health Benefits Administrator.

8. Article V, Section A: Longevity: Subsection 2 shall be re-written as follows:

A longevity payment of $1,000.00 shall be paid by separate check on the first payday in August following ten (10) years of service as defined above. Thereafter, an additional $125.00 shall be added for each year of additional service and paid by separate check on the first payday in August following the additional completed year of service up to a maximum of $2,000.00.

9. Article V. Fringe Benefits, Section G. should be amended to read as follows:

Section G: Part-Time Employee Benefits

1. Vacation Leave: All part-time employees shall be entitled to earn on a pro rata basis, ten (10) vacation days on the first day of January except in the first calendar year, when it is earned after ninety (90) days of employment as per the employee’s date of hire as follows:

<table>
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<tbody>
<tr>
<td>January</td>
<td>5</td>
</tr>
<tr>
<td>February &amp; March</td>
<td>4</td>
</tr>
<tr>
<td>April &amp; May</td>
<td>3</td>
</tr>
<tr>
<td>June &amp; July</td>
<td>2</td>
</tr>
<tr>
<td>August &amp; September</td>
<td>1</td>
</tr>
<tr>
<td>October – December</td>
<td>0</td>
</tr>
</tbody>
</table>

For these purposes, a “day” is defined by the number of hours constituting the part-time employee’s regular work day. All vacations must be completed by the end of the calendar year. Any unused vacation days may not be carried over to the following calendar year.
2. Sick Leave: All part-time employees shall be entitled to earn on a pro rata basis, fifteen (15) sick days per fiscal year. For these purposes, a “day” is defined by the number of hours constituting the part-time employee’s regular work day. Sick time is accrued on the first day of each month. Any unused sick days may not be carried over to the following fiscal year.

3. Personal Leave: All part-time employees shall be entitled to earn on a pro rata basis, five (5) personal days on June 1st each year except in the first calendar year when it is earned on the 1st day of employment based on the date of hire as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>June-August</td>
<td>3 days</td>
</tr>
<tr>
<td>September-November</td>
<td>2 days</td>
</tr>
<tr>
<td>December – February</td>
<td>1 day</td>
</tr>
<tr>
<td>March – May</td>
<td>0 days</td>
</tr>
</tbody>
</table>

For these purposes a “day” is defined by the number of hours constituting the part-time employee’s regular work day. Any unused personal days may not be carried over to the following fiscal year.

4. This provision applies only to vacation, sick and personal days. No other benefit is conferred by this provision.

10. The Village will enter into a Memorandum of Agreement for the CSEA Employee Benefit Fund Retiree Dental Plan (sample attached).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11-19-06 day of ____________, 2006.

Dated: 11-19-06

Peter T. Imbert, Mayor
Village of Amityville

Dated: 11-09-06

Diane Sheridan, Village Administrator

Dated: 11/8/06

Margaret Mitchell, Clerical Unit President

Dated: 11/8/06

Kenneth Brotherton, Labor Relations Specialist, CSEA, Inc.
1)31-3000.03

in the Matter of

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL1000,
AFSCME, AFL-CIO.

Petitioner,

and

INCORPORATED VILLAGE OF
AMITYVILLE,

Employer.

Case No. C-4593
Before MICHAEL R. CUEVAS, Chairman; and
MARC A. ABBOTT, Member, July 1, 1998

Exclusive negotiating representative:
Civil Service Employees Association, Inc.,
Local 1000, AFSCME, AFL-CIO.

Unit:

Included:  Except as specifically excluded,
all employees in the titles of
Clerk/Typist, Senior Clerk/Typist,
Stenographer, Senior Stenographer,
Principal Stenographer and Account
Clerk.

Excluded:  The Stenographer who serves
as the Mayor's Secretary and all
other employees.