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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF COEYMANS

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

Town of Coeymans Unit
Albany County Local 801

January 1, 2011 – December 31, 2011

Received 5/23/11
# Collective Bargaining Agreement

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: Whereas, it shall be the public policy of the Town of Coeymans and the purpose of this Collective Bargaining Agreement to promote harmonious and cooperative relationships between the Town of Coeymans and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This Collective Bargaining Agreement is made by and between the Town of Coeymans, hereinafter referred to as the "Employer" or the "Town" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Town of Coeymans Unit of Albany County Local #801 the Civil Service Employees Association, Inc., hereinafter referred to as "CSEA". Now, therefore, in consideration of mutual covenants contained herein, the parties agree to the following:

1.1.2 The Employer shall so administer its obligations under this Agreement in a manner which will be fair and impartial to all employees.

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 The rights and responsibilities to operate and manage the business and affairs of the Employer are vested exclusively in the Employer and the Employer not exercising any of these rights shall not be construed as a waiver of them. It is agreed that the Employer retains and reserves unto itself and its duly elected officials, except as expressly limited by this Collective Bargaining Agreement or by the Civil Service Law, other applicable statute or federal statutes or applicable rules or regulations of administrative agencies with jurisdiction, all of the authority, powers, rights and responsibilities conferred upon and vested in it and its officials by law, ordinance or applicable administrative rule or regulation, including, but not limited to: the right in all respects to determine the mission, purposes, objectives, programs, services and policies of the Town; in all respect to determine the facilities, methods, means and number of personnel required for conduct of Town programs; to administer all personnel policies, including, but not limited to, examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, transfer of employees; make, modify and enforce reasonable rules of employee conduct and safety; implement and comply with regulations and requirements issued by any government agency; to direct, deploy, utilize and determine the size of the work force; to contract for, subcontract for, initiate or terminate work of any type or nature; to establish specifications for each class of positions and to classify and reclassify, and to allocate or reallocate new or existing positions and to suspend, demote, discharge or otherwise discipline employees; to relieve employees from duty because of lack of work, shortage of funds, reorganization or other legitimate reasons; to maintain the efficiency of its operations; and to take whatever actions it may deem necessary in situations of emergency.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The Employer recognizes CSEA as the exclusive collective bargaining representative with respect to all terms and conditions of employment for employees identified below.
3.2 Definition of Bargaining Unit

3.2.1 Inclusion: Included in the bargaining unit are all non-supervisory public works job titles and clerical support job titles (herein referred to as administrative office personnel) within the Town working twenty-five hours or more per week, which currently includes the following positions: Laborer (Community Beautification; Highway), Automotive Mechanic (Highway), Equipment Operator I (Highway), Equipment Operator II (Highway), Working Foreman, Sewage Treatment Plant Operator (Trainee), Sewage Treatment Plant Operator, Court Clerk, and Clerk I.

3.2.2 Exclusion: The collective bargaining unit shall exclude: Elected Officials, Confidential Secretary to Supervisor, Bookkeeper to Supervisor, Deputy Highway Superintendent, Chief Sewage Treatment Plant Operator, Deputy Town Clerk, Building Inspector, Code Enforcement Officer, Assessor, Parks and Recreation Maintenance Supervisor, employees of the Police Department, telecommunicators, temporary employees, seasonal employees, and all employees working less than twenty-five hours per week.

3.2.3 Full-time: For the purpose of this Collective Bargaining Agreement, a full-time employee shall mean and refer to an employee who is regularly scheduled to work a minimum of forty hours per week throughout the year, except for administrative office personnel who are regularly scheduled to work a minimum of thirty-five hours per week throughout the year.

3.2.4 Part-time: For the purpose of this Collective Bargaining Agreement, a part-time employee shall mean and refer to a public works employee who is regularly scheduled to work less than forty hours but twenty-five hours or more per week throughout the year and/or administrative office personnel regularly scheduled to work less than thirty-five hours but twenty-five hours or more per week throughout the year.

3.2.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean someone who is called in to work on an interim or “as-needed” basis for a specified period or to replace an employee who is on an approved leave of absence. All temporary appointments will be in accordance with Civil Service rules and regulations. A temporary appointment will not normally exceed ninety calendar days unless mutually agreed to by the Union.

3.2.6 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean someone employed to work for a given season for the purpose of mowing, collecting yard waste, or other traditional summer duties, or to assist in snow removal. All seasonal appointments will be in accordance with Civil Service rules and regulations. A seasonal appointment will not normally exceed four months unless mutually agreed to by the Union.

3.2.7 Unit Clarification: Following initial discussions between the Town and the CSEA, any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.
3.3 Union Membership/Agency Shop

3.3.1 Union Membership: An employee who chooses to become a member of CSEA shall sign an authorization card for dues deduction and submit it to CSEA. Thereafter, CSEA will forward the authorization to the Employer and the Employer shall deduct from the wage or salary of employees of said bargaining unit who are members of the Civil Service Employees Association, Inc., regular membership dues, and any other authorized deduction, for those employees who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to deduct and remit such monies to the Civil Service Employees Association, Inc., at 143 Washington Avenue, Albany, New York, 12210, as the recognized exclusive negotiating agent for employees in this Unit at the end of each pay period.

3.3.2 Agency Shop: An employee who does not become a member of CSEA by signing a membership card and an authorization card for dues deduction, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by CSEA. The Employer shall deduct from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210 at the end of each pay period.

3.3.3 Exclusive Rights: CSEA shall have exclusive payroll deduction of membership dues and insurance premiums, if applicable, for employees and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.

3.3.4 Membership List: The Employer shall timely notify CSEA Unit President of any changes in employment which affect the bargaining unit and will provide an annual list of employees. Such list shall include name, position and wage of employees.

3.3.5 Indemnification Clause: CSEA hereby agrees to indemnify the Employer and hold the Employer harmless from all claims, damages, or costs of any kind which may occur from the deduction of membership dues or agency shop fees, including the transmission of membership dues and agency shop fees.

3.4 Leave for Grievances and Hearings

3.4.1 Eligible Employees: At any one time only one employee designated by CSEA shall be granted time off during working hours, without loss of pay or leave credits, to assist in the presentation of alleged or actual grievances or matters of contract interpretation; to attend grievance arbitration hearings; to attend conferences and hearings of the New York State Public Employment Relations Board.

3.4.2 Requests for Release Time: The representative must notify the Department Head prior to leaving the work location to conduct CSEA union business. Requests shall not be unreasonable denied. An employee requesting such leave shall not leave the employee's duty station until the Department Head has approved the request and agreed to the duration and other terms of the leave.
3.5 Leave for Negotiations

3.5.1 Eligible Employees: Up to two employees designated by CSEA shall be allowed release time, without loss of pay or leave credits, to participate in collective-bargaining negotiations scheduled by the Employer and CSEA. If the scheduled negotiations is at a time when the employee is scheduled not working, the employee shall not be entitled to pay.

3.5.2 Requests for Release Time: Requests for the use of release time shall be made to the Department Head as far in advance as possible. Requests shall not be unreasonably denied.

3.6 Leave for Union Conferences

3.6.1 Eligible Employees: The Unit President or Designee shall be granted a total of five days in the aggregate per year, without loss of pay or charge to leave credits, to attend CSEA conventions and/or workshops.

3.6.2 Requests for Release Time: Requests for such release time shall be made to the Department Head at least thirty calendar days in advance. Management will respond, in writing, within seven calendar days of the request. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the work site until it has been approved by the Department Head.

3.7 Bulletin Boards

3.7.1 Location: The CSEA shall be allowed to post appropriate notices on work location bulletin boards or in other appropriate designated areas for meeting announcements or any other matters relative to CSEA conventions and/or workshops.

3.8 Access to Employer Premises

3.8.1 CSEA Representatives: The Employer recognizes the right of the employees to designate a CSEA staff representative to appear on their behalf to discuss salaries, working conditions, grievances and contract disputes, and to visit employees during working hours for the foregoing purposes, provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Department Head or the Town Supervisor.

4 EMPLOYEE RIGHTS

4.1 Personnel File

4.1.1 Employee Access: An employee may review and copy the contents of the employee’s own personnel file. The employee must make an appointment with the Department Head. Someone authorized by the Department Head or the Town Supervisor must be present when the employee inspects the file. The employee may not place or remove any material in the employee’s personnel file without the expressed approval of the Department Head or the Town Supervisor.

4.1.2 Change in Status: An employee must notify the Department Head as soon as possible of a change of name, address, telephone number, marital status, number of dependents, beneficiary designations, and who to notify in case of an emergency.
4.2 Seniority

4.2.1 Service Seniority: Seniority shall be determined as length of continuous service with the Town of Coeymans.

4.2.2 Computation of Seniority: For the purpose of calculating the length of service of a full-time employee, one year will be credited for each year of service beginning on the employee’s initial date of hire as a full-time employee. For the purpose of calculating length of service of a part-time employee in a public works job title, one year of service will be credited for every 2080 hours of paid work and paid leave. Similarly, for the purpose of calculating length of service of a part-time employee in an administrative office personnel job title, one year of service will be credited for every 1820 hours of paid work and paid leave. In the event a part-time employee is appointed to a position as a full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

4.2.3 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.4 Unpaid Leave of Absence: An employee shall not accrue seniority while the employee is on an unpaid leave of absence in excess of one year or while the employee is in layoff status. Such leave shall not be considered as a break in “continuous service”.

4.3 Layoff Procedure

4.3.1 First to be Laid Off: In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service. In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within the bargaining unit, the employee within that job title with the least service seniority will be the first to be laid off.

4.3.2 Bumping Rights: Where there is a layoff in a specific job title in the non-competitive class within a given department (e.g. Community Beautification, Highway, Sewage Treatment, Administrative Personnel), the least senior employee in that job title shall be permitted to “bump” a less senior employee in an equal or lower job title within the department, provided the bumping employee is fully qualified to perform the duties of the job title.

4.4 Recall Procedure

4.4.1 Recall to Same Job Title: In the event there is a vacancy in the job title in the competitive class where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service. In the event there is a vacancy in the job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

4.4.2 Notice of Recall to Same Job Title: The Employer shall notify the laid-off employee of recall by certified letter sent to the employee’s last known address. Except as otherwise set forth in the rules and regulations of the Albany County Civil Service, if the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

4.4.3 Change of Address: An employee who has been laid off must notify the Department Head, in writing, of any change of address or telephone number.
4.4.4 Duration of Recall Rights: An employee in the non-competitive or labor class who is laid off will be eligible for recall under 4.4.1, above, for up to a period equal to the employee’s seniority but in no case less than one year or more than two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

5 DUE PROCESS PROCEDURES

5.1 Grievance Procedure

5.1.1 Declaration of Principles: Every employee shall have the right to present their grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

5.1.2 Definition of a Grievance: A "contract grievance" is any claimed violation, misinterpretation, or misapplication of a specific term or provision of this Collective Bargaining Agreement. Any other dispute which does not involve the interpretation, application, or claimed violation of a specific term or provision of this Collective Bargaining Agreement shall not be considered a "contract grievance" and shall not be subject to arbitration.

5.1.3 Step One - Formal Grievance: CSEA may file a formal grievance on behalf of an aggrieved employee(s). Such grievance must be in writing and shall contain a statement as to the specific nature of the grievance including the section of the collective bargaining agreement that was allegedly violated and the facts relating to it. The grievance must be submitted, in writing, to the Department Head within thirty calendar days from knowledge of the alleged grievance, or when CSEA should have had knowledge.

Within seven calendar days after receiving the grievance, the Department Head, or designee, will meet with the designated representative of CSEA and the aggrieved employee(s).

Within seven calendar days after the meeting, the Department Head, or designee, shall make a decision and communicate the same, in writing, to the employee presenting the grievance and to the designated representative of CSEA.

5.1.4 Step Two – Appeal: In the event CSEA is not satisfied with the decision made by the Department Head, or designee, CSEA may within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received, request a review and determination of the grievance by the Town Supervisor, or designee. Such request shall be in writing and shall include all documents and statements theretofore presented and the decision of the Department Head, or designee, to which said grievance was presented.

Within seven calendar days after receiving the appeal, the Town Supervisor, or designee, shall meet with the designated representative of CSEA and the aggrieved employee(s).

Within seven calendar days after the meeting, the Town Supervisor, or designee, shall make a decision and communicate the same in writing to the aggrieved party presenting the grievance and the designated representative of CSEA.

5.1.5 Step Three - Binding Arbitration: If CSEA is not satisfied with the decision of the Town Supervisor, CSEA may submit the matter to binding arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within thirty calendar days of receiving the response from the Step Two response or when the Step Two response should have been received.
5.1.6 **Conduct of Arbitration:** All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this collective bargaining agreement.

5.1.7 **Costs of Arbitration:** Costs of the arbitrator shall be shared equally by Employer and CSEA.

5.1.8 **Time Limits:** The CSEA must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. Time requirements at any step may be waived by mutual agreement provided the extension is in writing, dated, and signed by the CSEA and the Town official who is to receive the grievance.

5.2 **Probationary Period (new hires)**

5.2.1 **Length of Probationary Period:** The probationary period for an employee appointed to a position in the competitive class will be in accordance with the rules and regulations of the local Civil Service. Except as otherwise provided in the rules and regulations of the local Civil Service, the probationary period for an employee appointed to a position in the non-competitive or labor class will be for a probationary period of twenty-six consecutive weeks from the original appointment, with an extension of up to twenty-six additional weeks upon mutual agreement between the Town and CSEA.

5.2.2 **Failure to Successfully Complete Probationary Period:** In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time on or before completion of the maximum probationary period, but not before twelve weeks absent gross negligence or criminal conduct. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

5.3 **Disciplinary Procedure**

5.3.1 **Discipline for Just Cause:** The Employer shall not subject an employee who has completed probation, as defined in 5.2.1, above, to any disciplinary action and/or penalty, except for just cause. If the Employer has reason to discipline an employee, it will be done in a manner which will not intentionally embarrass the employee before other employees or the public.

5.3.2 **Rights to Union Representation:** An employee who is called for purposes of investigating a matter that could lead directly to the employee's discipline, may, upon request, have a representative of CSEA present during the interrogation.

5.3.3 **Notice of Discipline:** The Employer shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the designated CSEA representative. Discipline will not be imposed prior to the employee receiving the Notice of Discipline.

5.3.4 **Disciplinary Hearing:** In the event CSEA disagrees with the disciplinary action, CSEA may appeal the matter to the Town Supervisor, or designee. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor, or designee, shall meet with the disciplined employee and the designated representative of CSEA. Within seven calendar days after said meeting, the Town Supervisor, or designee, shall issue a written response, which shall be given to the designated representative of CSEA.
5.3.5 Appeal of Disciplinary Action: In the event CSEA is not satisfied with the response of the Town Supervisor, or designee, CSEA may submit the matter to arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor, or designee, or when the response should have been received. Failure to file the demand within said fourteen calendar days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

5.3.6 Conduct of Arbitration: All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law.

5.3.7 Costs of Arbitration: Costs of the arbitrator shall be shared equally by Employer and CSEA.

5.3.8 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

6 HOURS OF WORK

6.1 Scheduled Hours of Work

6.1.1 Workweek: The basic workweek for employees shall be forty hours, except administrative office personnel where the workweek shall be thirty-five hours per week.

6.2 Additional Hours of Work

6.2.1 Requirement/Approval: The Department Head, or designee, may require an employee to work additional hours beyond the employee’s normal workday and workweek in accordance with 6.2.3, below. An employee must receive prior approval from the Department Head before working additional hours.

6.2.2 Availability During Inclement Weather: Given that the Highway Department is responsible for the maintenance of the roadways, each employee is responsible for being aware about the potential of inclement weather during non-work hours (excluding pre-approved vacation periods). In the event there is a forecast for inclement weather that may require snow removal or other emergency responses by the Highway Department, each employee must be ready, willing, and able to work. Being “able” includes being in compliance with Department of Transportation regulations. If an employee cannot be at the employee’s home to receive the call to report for snow removal or other emergency duties, the employee must leave a message on the Department’s answering devise as to what period of time the employee will be unavailable and where the employee may be contacted.

6.2.3 Procedure for Assigning Additional Hours: An overtime roster will be established based on seniority, by unit, most senior employee first. Overtime assignments will be voluntary according to roster, but will be mandatory if not enough employees accept beginning with least seniority according to roster. Employees will be notified at the beginning of the workday of available overtime that day. The above does not apply in cases of emergency. All available overtime shall be distributed equitably among qualified employees who normally work under the supervisor responsible for assigning overtime. A copy of the overtime roster shall be posted and maintained up-to-date in each department.

6.2.4 Errors in Assigning Additional Hours: In the event the Town makes an error in the assignment of additional hours in accordance with 6.2.3, the Department Head and the affected employee(s) will mutually determine a time and project to work the hours the employee should have been offered at the appropriate rate of pay.
6.3 Meal Period & Rest Breaks

6.3.1 Meal Period: A public works employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Administrative office personnel who work more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed sixty minutes. An employee who has worked eight hours of continuous overtime or over shall be given a paid half-hour lunch break. Meal periods must be approved by the Department Head in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee’s workday. Unless otherwise directed by the Department Head to secure a worksite or other special need, an employee may leave the worksite during the meal period.

6.3.2 Observance of Meal Periods: An employee who works more than six hours in a given day is required to take the scheduled meal period. An employee may not work through the meal period to make up lost work time. The meal period may not be taken at the end of an employee’s workday in order to leave work before the normal quitting time.

6.3.3 Rest Periods (administrative/clerical positions): Administrative office personnel may take brief, informal breaks to attend to personal needs.

6.3.4 Rest Periods (public works positions): An employee in a public works position will normally receive a paid, duty-free rest period of up to twenty minutes to be taken approximately in the middle of the first half of the employee’s workday. In the event an employee works beyond the employee’s normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest periods must be approved by the Department Head in accordance with the needs and requirements of the department. Unless otherwise directed by the Department Head, all rest periods must be taken at the work-site and may not exceed the time allowed.

6.4 Time Records

6.4.1 Recording of Time: An employee must record all hours worked. The time record must indicate the time the employee began work and ended work; administrative office personnel must also record lunch periods.

6.4.2 Method of Recording Time: The Employer shall have sole discretion in determining the method to be utilized for recording employee work hours. Any changes in the method for recording time shall not be subject to the Grievance Procedure or to collective bargaining.

6.5 Notification of Absence

6.5.1 Notification: In the event an employee is unable to report to work, the employee must notify the Department Head, or designee, as soon as possible, but not later than fifteen minutes before the employee’s scheduled reporting time. Failure to give this notice will render the employee ineligible to use paid sick leave or personal leave for the absence. The employee must notify the Department Head, or designee, each day of the absence and state the reason for the absence. In the event the absence is due to an extended illness or injury the requirement of a daily notice may be waived.

6.5.2 Early Departure: In the event an employee must leave work during the workday, the employee must notify and receive approval from the Department Head, or designee, prior to leaving.
7 PERFORMANCE APPRAISAL

7.1 Purpose

7.1.1 Purpose and Criteria: The purpose of performance appraisal is to evaluate an employee’s past performance and potential. The performance appraisal will take into consideration the employee’s work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria which properly reflect the employee’s performance.

7.2 Procedure

7.2.1 Frequency: An employee will be formally evaluated once each year on a date determined by the Department Head, with follow-up evaluations on an as needed basis. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the Employer’s right to perform such evaluations at any time in the future.

7.2.2 Post-evaluation Conference: The Department Head will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Department Head and the department liaison from the Town Board will meet with the employee to review the performance appraisal report.

7.2.3 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

7.2.4 Employee Reply: An employee’s written reply, if any, will be attached to the performance appraisal report.

7.2.5 Appeals: An employee’s performance appraisal may not be submitted to the grievance and arbitration procedure. If the employee does not agree with the evaluation, the employee may appeal the matter to a panel consisting of the Town Supervisor and two members of the Town Board. The appeal must be submitted, in writing, no later than fourteen calendar days from receiving the evaluation.

Within fourteen calendar days after receiving the appeal, the Town Board will meet with the employee (and, if the employee requests, the Union representative) to discuss the employee’s objections. Within fourteen calendar days after the meeting, the Town Supervisor will issue a written response, which will be given to the employee and attached to the original evaluation report.

8 VACANCIES & PROMOTIONS

8.1 Notification of Vacancies

8.1.1 Posting: Any promotion, vacancy or new opening shall be posted including the job description and necessary qualifications prior to being filled. The position available will be made known to present employees at least ten working days prior to the date upon which the application must be filed. The Employer shall provide the Unit President with sufficient copies of the announcement of position so that each covered employee may have one. The Employer agrees to give the CSEA Unit President notice when the Employer requests a Civil Service test.

8.1.2 Application: Once a position has been posted, it shall be the employee’s responsibility to bid on the vacancy by filing an application prior to the last filing date. In the event that operational needs require the immediate filling of the vacancy, a temporary appointment may be made.
8.2 Appointment to Vacancies

8.2.1 Selection: Applications shall be considered on the basis of qualifications and ability and seniority. Where two or more employees (internal and/or external) are relatively equal in qualifications and ability, seniority shall prevail.

8.3 Probationary Period (Promotion/Transfer)

8.3.1 Duration: Except as otherwise set forth in the rules and regulations of the local Civil Service, an employee who is promoted or transferred into a new position shall be placed on probation for a period of at least eight weeks but not more than twenty-six. At any time during this period, the Employer may rescind the promotion or transfer and the employee shall be reinstated to the employee’s previous position. At any time during the probationary period, the employee may retreat to the employee’s previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

9 COMPENSATION

9.1 Wages

9.1.1 Pay Schedule: Employees shall be paid pursuant to the Wage Schedule attached as Schedule "A". The parties agree to a wage freeze for 2011. In consideration of the wage freeze for 2011 and to off-set an employee’s share in the cost of monthly medical insurance premiums, each full-time employee will receive a one-time payment of two hundred and sixty dollars.

9.1.2 Longevity Stipend (Public Works): The following is a verbal description of how the longevity stipend is calculated into the wage schedule for public works personnel.

At the start of an employee’s sixth year of cumulative, continuous full-time employment, the employee will receive $0.34 per hour in addition to the employee’s base wage.

At the start of an employee’s eleventh year of cumulative, continuous full-time employment, the employee will receive $0.40 per hour in addition to the employee’s base wage.

At the start of an employee’s sixteenth year of cumulative, continuous full-time employment, the employee will receive $0.47 per hour in addition to the employee’s base wage.

At the start of an employee’s twenty-first year of cumulative, continuous full-time employment, the employee will receive $0.52 per hour in addition to the employee’s base wage.

At the start of an employee’s twenty-sixth year of cumulative, continuous full-time employment, the employee will receive $0.58 per hour in addition to the employee’s base wage.

9.1.3 Longevity Stipend (Clerical): The following is a verbal description of how the longevity stipend is calculated into the wage schedule for administrative office personnel.

At the start of an employee’s sixth year of cumulative, continuous full-time employment, the employee will receive $0.38 per hour in addition to the employee’s base wage.

At the start of an employee’s eleventh year of cumulative, continuous full-time employment, the employee will receive $0.45 per hour in addition to the employee’s base wage.
At the start of an employee’s sixteenth year of cumulative, continuous full-time employment, the employee will receive $0.52 per hour in addition to the employee’s base wage.

At the start of an employee’s twenty-first year of cumulative, continuous full-time employment, the employee will receive $0.59 per hour in addition to the employee’s base wage.

At the start of an employee’s twenty-sixth year of cumulative, continuous full-time employment, the employee will receive $0.66 per hour in addition to the employee’s base wage.

9.2 Premium Pay for Overtime

9.2.1 Authorization: An employee must receive prior approval from the Department Head before working beyond the employee’s normal workday or workweek.

9.2.2 Overtime Rate: An employee will be paid one and one-half times the employee’s regular hourly rate of pay for all authorized time worked over forty hours in a given workweek.

9.2.3 Credit for Paid Leave: Holidays, vacation leave, sick leave, personal leave, bereavement leave, jury duty leave, and compensatory leave shall be counted as time worked in computing overtime.

9.2.4 Compensatory Time: Employees shall, at their option, receive either compensatory time and one-half off or overtime pay at time and one-half for all hours worked in excess of forty hours in any workweek. An employee may accumulate a maximum of 240 hours of compensatory time (160 hours of overtime X 1.5 hours = 240 compensatory hours). Employees hired after January 1, 2003 may only accumulate a maximum of 120 hours of compensatory time (80 hours of overtime X 1.5 hours = 120 compensatory hours). Compensatory hours in excess of 120 hours on December 31 of that year will be compensated at the employee’s then regular rate of pay.

An employee must receive prior approval from the Department Head, or designee, to use compensatory leave credits. The Department Head, or designee, will have total discretion in the approval of compensatory time off.

An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee’s then current rate of pay.

9.3 Call-In Pay

9.3.1 Call-In Pay: In the event a full-time employee is called in to work for duty which is in addition to and does not attach to the employee’s regular working hours, the employee will be guaranteed at least three hours of work. In the event the employee does not work for the full three hours, the employee will be compensated for the remaining time at one and one-half times the employee’s regular rate of pay. In the event the duties to which the employee was recalled to last less than three hours, the employee may be required to perform any other duty, as directed by the Department Head for the remainder of the three hours.

9.3.2 Start Time: The pay for an employee who is called in will begin when the employee arrives and records the arrival.
9.4 Out-of-Title Pay

9.4.1 Requirement/Authorization: A Department Head may require an employee to work out-of-title. An employee must receive prior approval from the Department Head before working in a higher graded title.

9.4.2 Compensation: When an employee is assigned to assume the major duties and responsibilities of a higher nature and a higher classification, that employee shall be paid the higher rate of pay commencing with the first hour or portion therefore. When an employee is assigned the duties of a lower nature and a lower classification, the employee shall continue to receive their regular rate of pay.

9.5 Wing-Plow Differential

9.5.1 Winter Road Maintenance Season: The winter road maintenance season runs from October 15 through April 15. The Superintendent of Highways will determine when a second employee is needed to operate the wing. Each employee who is required to operate a truck with a wing plow shall have already received training by a certified instructor in the operation of a truck with a wing plow. During the winter road maintenance season, The Town of Coeymans may employ non-bargaining unit personnel when all regular full-time personnel have been canvassed for overtime work, but there are insufficient numbers available to work.

9.5.2 One-Person Wing-Plow Operation: In the event an employee is assigned to operate a wing plow in a truck so equipped without a second employee in accordance with 9.5.1, above, such employee will receive a wage differential of $.50 per hour ($0.75 overtime rate) for each hour of the assignment.

9.6 Pay Period

9.6.1 Employees shall be paid biweekly.

10 PAID LEAVE

10.1 Holidays

10.1.1 Holiday Pay: The following holidays will be observed by all employees within the unit eligible to observe holidays on the day designated by the Town Board at the organizational meeting in January of each year.

- New Year's Day
- Memorial Day
- Columbus Day
- Thanksgiving Day
- Martin Luther King Day
- Independence Day
- Election Day
- Day after Thanksgiving
- Presidents' Day
- Labor Day
- Veterans' Day
- Christmas Day

10.1.2 Holiday Pay Eligibility: Full-time employees are eligible for paid holidays upon hire.

10.1.3 Holiday Occurs on Days Off (full-time only): In the event a designated holiday occurs on a day for which a full-time employee was not scheduled to work, the holiday for such employee will be observed either on the preceding regularly scheduled day of work or on the succeeding regularly scheduled day of work, as determined by the Department Head. For example, if the holiday occurs on a Monday and that day and the preceding Sunday are the employee’s regularly scheduled days off, the employee would observe the holiday on the preceding Saturday or following Tuesday, as determined by the Department Head.
10.1.4 Holiday Pay - Not Assigned to Work: A full-time employee who does not work on a designated holiday will be paid for the day at the employee’s regular daily rate of pay.

10.1.5 Holiday Pay - Assigned to Work: A full-time employee who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee’s regular rate of pay plus “holiday pay”.

10.1.6 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee’s regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee’s leave credits will not be charged for that day.

10.2 Vacation Leave

10.2.1 Allowance (Accrual System): A full-time employee will be credited with paid vacation leave each pay period in accordance with the following schedule. An employee may take vacation leave only after it has been credited. A part-time employee who is regularly scheduled to work more than twenty-five hours per week will be credited with paid vacation leave prorated by the average number of hours the employee normally works in a workweek, (for part-time public works positions forty hours equal to 100%; for part-time administrative office personnel positions thirty-five hours equal to 100%). A newly hired employee will be credited with vacation at the start of employment but may not take vacation until after completion of six months of service.

<table>
<thead>
<tr>
<th>Upon hire</th>
<th>CREDITS PER PAY PERIOD</th>
<th>8-hour employee</th>
<th>7-hour employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4 hours (equals 104 hours/year)</td>
<td>3.5 hours (equals 91 hours/year)</td>
<td></td>
</tr>
<tr>
<td>Upon start of 3rd year of service</td>
<td>5 hours (equals 130 hours/year)</td>
<td>4.0 hours (equals 104 hours/year)</td>
<td></td>
</tr>
<tr>
<td>Upon start of 6th year of service</td>
<td>6 hours (equals 156 hours/year)</td>
<td>5.0 hours (equals 130 hours/year)</td>
<td></td>
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</tbody>
</table>

For example, an employee who has completed two years of continuous service on February 26th will see an increase in the number of hours credited from four hours per pay period to five hours per pay period in the pay period following February 26th; similarly, an employee who has completed five years of continuous service on September 5th will see an increase from five hours per pay period to six hours in the pay period following September 5th.

10.2.2 Accrual During Leaves of Absence: An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of six days in a given fourteen day pay period.

10.2.3 Accumulation: An employee may accumulate vacation credits to a maximum of 320 hours (eight-hour employees) and 280 hours (seven-hour employees), respectively. However, when an employee who is at the vacation maximum (or who will exceed the vacation maximum at the end of the current time card period) submits a written request for time off which is denied, the employee may exceed the vacation maximum for ninety calendar days or until the employee drops below the maximum, whichever occurs first. Employees who reduce credits below the maximum are once again subject to the maximum. An employee can then exceed that maximum only following denial of a request under the conditions described above. Any vacation credits in excess of the maximum after the ninety calendar days are forfeited.

10.2.4 Annual Buy-Back: An employee may elect to receive a one-time cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee’s then current rate of pay.
10.2.5 Scheduling: Vacation leave credits must be used in one-hour increments. An employee must receive prior approval from the Department Head to take vacation leave. The request must be submitted, in writing, to the Department Head as far in advance as possible. The Department Head will have total discretion in the approval of vacation leave, however, such requests shall not be unreasonably denied. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority.

10.2.6 Annual Vacation Schedule (Highway Only): During the month of January of each year, each employee in the Highway Department with sufficient vacation accruals may submit a written request for vacation leave. An employee may not bid for more vacation leave than the employee has credited at the time of the bid. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. The Superintendent of Highways will review the requests submitted and notify each employee, in writing, before February 15th. Once the annual vacation schedule has been approved one employee may not “bump” another employee out of the approved vacation.

10.2.7 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action for theft or fraud in relation to employment, or convicted acts of violence, the employee may not receive payment for unused vacation leave. In the event of an employee's death, the employee's estate shall receive the payment for unused vacation leave.

10.3 Sick Leave

10.3.1 Allowance: A full-time employee will be credited with the hourly equivalent of one-half day of sick leave per each biweekly pay period for a total of thirteen days per year. An employee may take paid sick leave only after it has been credited. A part-time employee is not eligible for paid sick leave but may be allowed to take time off without pay provided the employee has prior approval from the Department Head.

10.3.2 Accrual During Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of six days in a given fourteen day pay period.

10.3.3 Accumulation: A 40-hour employee may accumulate sick leave credits to a maximum of sixteen hundred hours (200 eight-hour days). A 35-hour employee may accumulate sick leave credits to a maximum of fourteen hundred hours (200 seven-hour days). Any sick days credited in excess of the maximum will be canceled.

10.3.4 Use of Sick Leave: Sick leave credits must be used in thirty minute increments. Proper uses of sick leave include personal illness or injury that inhibits the employee's work and medical and dental appointments that cannot be scheduled during non-work hours.

Employees who have exhausted sick leave credits are entitled to charge absence otherwise chargeable to sick leave to other credits (vacation, personal leave, etc.) subject to the same approval procedures and documentation requirements as apply to use of sick leave credits.

10.3.5 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. The employee may use a maximum of the hourly equivalent of fifteen sick days per year for family sick leave, which will be subtracted from the employee's accumulated sick leave credits. In the event the employee must be absent from work beyond a continuous forty hours, the employee should apply for leave under the Family and Medical Leave policy. For purposes of family sick leave, "immediate family member" will mean the employee's
parent, spouse or child (including step-child and foster child) or any person residing in the employee's immediate household.
10.3.6 Sick Leave At Half-Pay: The Town Board may grant sick leave at half-pay for personal illness to a permanent full-time employee eligible for such leave and subject to the following conditions:

1) The employee shall not have less than one year of continuous service;

2) The employee's sick leave, vacation credit, overtime credits, compensatory credits and other accrued credits shall have been exhausted; the employee shall be deemed to have exhausted accrued credits when the sum of the employee's remaining credits, in the aggregate, is less the number of hours in the employee's normal workday; such credits as are remaining shall be retained by the employee;

3) The cumulative total of all sick leave at half-pay granted to any employee during the employee's service shall not exceed one payroll period for each completed six months of the employee's service;

4) In order to qualify for sick leave at half-pay pursuant to this section, an employee must have been absent for thirty consecutive days due to a long-term illness for which satisfactory medical documentation has been furnished;

5) Satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the Town Supervisor;

6) Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service;

Sick leave at half-pay will not be granted or shall be terminated where the employee is determined to be permanently disabled and unable to perform the duties of the employee's position. Nothing contained herein shall supersede the continuous absence provision of the Civil Service Law, Rules and Regulations.

10.3.7 Notification of Sick Leave: In the event an employee is unable to report to work, the employee must notify the Department Head, or designee, as soon as possible, but not later than fifteen minutes before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use paid sick leave or personal leave for the absence. The employee must notify the Department Head, or designee, each day of the absence and state the reason for the absence. In the event the absence is due to an extended illness or injury the requirement of a daily notice may be waived.

10.3.8 Medical Verification: The Town may, at the end of an employee's use of three consecutive sick days, request a physician's verification of an employee's illness or injury. In addition, the Town may require that an employee provide proper documentation verifying an illness or injury if it is suspected that the employee has developed a pattern of sick leave use or has used an excessive amount of sick leave. The medical verification must state that there was a medical inability to perform the employee's regular work duties and that the employee is cleared to resume the employee's normal duties.

The requirement for medical verification shall be in writing and shall apply to each future absence if the pattern of sick leave continues. This requirement of furnishing a doctor's verification shall be for a reasonable time and shall not exceed four months. An employee who fails to produce such documentation or falsifies or alters such documentation shall be subject to appropriate disciplinary action.

10.3.9 Retirement Credit: Upon retirement, an employee who retires from the Town of Coeymans and is eligible for a retirement benefit from the state retirement system may use up to one hundred and sixty five days of the employee's accumulated sick leave credits to increase service credit toward retirement. Refer to section 14.1.3, below.

10.3.10 Termination of Employment: An employee who resigns, retires, is laid off, or whose employment is terminated for any other reason will not receive payment for unused sick leave credits. An
employee who is recalled following a lay off will be “re-credited” with previously accrued sick leave credits.
10.4 Personal Leave

10.4.1 Allowance (front-loaded): A newly hired full-time employee will be credited with the hourly equivalent of three days of paid personal leave upon the employee's initial date of hire. Thereafter the employee will be credited with the hourly equivalent of three days of paid personal leave on the employee's anniversary date. An employee may take personal leave only after it has been credited. A part-time employee is not eligible for paid personal leave but may be allowed to take time off without pay provided the employee has prior approval from the Department Head.

10.4.2 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the day before the employee's anniversary date will be converted to sick leave credits.

10.4.3 Use of Personal Leave: An employee may use personal leave credits to conduct personal business, non-emergency medical and dental appointments, and for personal emergencies. Personal leave credits may not be used for social purposes.

10.4.4 Scheduling: Personal leave credits may be used in one hour increments. An employee must receive prior approval from the Department Head to take personal leave. The request must be submitted in writing to the Department head at least forty-eight hours prior to the date of the leave, except in the case of a bona-fide emergency.

10.4.5 Termination of Employment: An employee who resigns, retires, is laid off, or whose employment is terminated for any other reason will not receive payment for unused personal leave credits.

10.5 Bereavement Leave

10.5.1 Immediate Family: In the event of a death of a full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" shall consist of:

- Spouse or Domestic Partner
- Parent (including step)
- Child (including step & foster)
- Grandchild

10.5.2 Bereavement Leave (Extended Family): In the event of a death of a full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" shall consist of:

- Sibling (including step)
- Spouse's Parent
- Grandparent

10.5.3 Extended Leave: An employee may use accumulated vacation leave credits and/or personal leave credits to extend a bereavement leave. The request must be submitted, in writing, to the employee's Department Head at least two workdays in advance. The Department Head will have total discretion in the approval of an employee's extended bereavement leave.

10.5.4 Part-Time Employees: A part-time employee is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the employee has prior approval from the Department Head.
10.6 Jury Duty Leave

10.6.1 Leave of Absence: In the event a full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

10.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Department Head.

10.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee’s scheduled workday, the employee must report to work.

11 UNPAID LEAVE

11.1 Leave of Absence

11.1.1 General Terms: Subject to the approval of the Town Board, an unpaid leave of absence shall be available to a full-time employee for personal reasons including, but not limited to, personal illness and family responsibilities. The Town Board shall have sole discretion in setting the terms and conditions of the leave of absence. The terms and conditions will be in writing.

11.1.2 Employee Benefits: In accordance with federal law, an employee shall continue to be eligible for medical insurance coverage provided the employee makes the full premium payments. Accruals for leave and all other benefits shall be suspended.

11.1.3 Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

11.1.4 Change in Status: If the reason for the unpaid leave of absence changes, the employee must reapply or return to work.
12 MEDICAL – DENTAL - VISION

12.1 Medical & Hospital Insurance

12.1.1 Coverage: The Employer will make available medical insurance and a prescription drug plan, to each eligible full-time employee and the employee's eligible family. Coverage will begin on the first of the month following one month of continuous employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service and the insurance carrier.

12.1.2 Change in Insurance Plans: Should the CDPHP Preferred 15 plan be changed or discontinued by the insurance company/provider, the Employer may offer an alternative plan provided the alternate plan's benefit structure is substantially equivalent to the CDPHP Preferred 15 plan. The Board will notify and discuss such decision with the CSEA Labor Relations Specialist prior to making any such changes.

During 2011, the parties will explore the advantages of changing the current medical insurance plan for employees to a high deductible plan with a "health savings account".

12.1.3 Premium Payment: The Employer will pay eighty percent of the medical insurance premium for one-person, two-person, or family coverage, as the case may be. The employee’s contribution to the medical insurance premium will be deducted from the employee’s regular paycheck on a pre-tax basis.

12.1.4 Retiree Medical Insurance: The Town acknowledges that employees in the bargaining unit are included in the Town’s policy on retiree medical insurance as set forth in the Employee Handbook. Nevertheless, it is understood that the Town Board may, at any time and at its sole discretion, change the policy on retiree medical insurance, including, but not limited to: eligibility, plan carrier; plan design; and co-payments and deductibles.

12.2 Dental Plan

12.2.1 Dental Plan: The Employer shall provide all employees, including their dependents, with the CSEA Employee Benefit Fund "Sunrise" Dental Plan. Such coverage by the Employer shall terminate upon any separation from employment.

12.2.2 Dental Premium Payment: The cost of the above plan shall be paid for by the Employer.

12.3 Eye Glasses

12.3.1: The Town of Coeymans will provide $100.00 to each member of the CSEA bargaining unit for eyeglasses every other year commencing January 1, 2004. In order to receive $100.00 towards eyeglasses, the member must provide a receipt for the eyeglasses. Should the Town of Coeymans offer an eye insurance plan, CSEA bargaining unit members would have the opportunity to elect the eye insurance in lieu of the $100.00 reimbursement program as stated above.

12.4 Flexible Spending Account

12.4.1 Summary: The Employer will make available a Pre-Tax Contribution Program in accordance with Section 125 of the Internal Revenue Service Code to each full-time employee, provided the employee meets all eligibility requirements for medical insurance. The Employer will pay the administrative costs of the program.
12.5 Medical Insurance Buy-Out

12.5.1 Eligibility: An employee who is eligible for medical insurance coverage made available through the Employer may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must, each year, provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they cannot "double-dip" and receive the buy-out and medical insurance.

12.5.2 Amount of Buy-Out: The employee will receive forty percent of the Town's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Town is contributing 80% of a $13,000 premium for family coverage, or $10,400, the amount of the buy-out would be 40% of $10,400, or $4,160. The buy-out is subject to applicable taxes.

12.5.3 Method of Payment: Partial payment of the buy-out will be made in the employee’s regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

12.5.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

13 DISABLED EMPLOYEES

13.1 Workers' Compensation Insurance

13.1.1 Summary: It is the intent of the Town of Coeymans to comply with the letter and spirit of the New York State Workers' Compensation Law and to take steps which minimize the occurrence of occupational accidents and diseases. In addition, the Town of Coeymans is committed to facilitating the re-employment of workers who have suffered the effects of occupational accidents and diseases.

13.1.2 Plan: The Employer may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

13.1.3 Reporting Occupational Accidents and/or Diseases: Employees are required to immediately inform the Town of Coeymans management upon their involvement in an occupational accident or upon being diagnosed with occupational disease. The Workers' Compensation Law requires that an accident be reported within thirty calendar days of its occurrence. The employee must complete an Incident Report. This report should be as detailed as possible and must be signed by the employee. The Employer or supervisor must complete and sign the reverse side of the Incident Report. If, because of hospitalization or the nature of the disability, the employee is unable to sign the Incident Report, a union representative or a family representative may sign for the employee.
13.1.4 Uncontroverted Workers' Compensation Case: If the Town of Coeymans (or its claims administrator) elects not to controvert the employee's claim for Workers' Compensation, the employee shall be placed on leave as follows:

**Initial Seven Days** - The first seven calendar days of the absence will be charged to sick leave credits, or to other paid leave credits available if sick leave is exhausted.

**Period Concurrent with FMLA Leave** - If the employee cannot return to work by the eighth calendar day, the employee will be placed on Workers' Compensation leave, which shall run concurrent with FMLA leave. Paid and unpaid leaves shall run concurrent with FMLA leave. Employees must exhaust all sick, personal, and compensatory leave credits. The election of using vacation leave credits to offset unpaid leave during the FMLA leave, either in part or in total, is an option of the employee. Should an employee exhaust all accruals during the FMLA the employee may be entitled sick leave at half pay as per Section 10.3.6, above.

**Unpaid Workers' Compensation Leave** - If an employee has exhausted all sick leave credits, the employee will be removed from the Town's payroll and receive no salary from the Town, but instead will collect statutory indemnity (wage replacement) benefits from the Town of Coeyman's Workers' Compensation claims administrator. Since this is an unpaid leave, the employee will not be eligible to continue the accrual of leave benefits. Most employees do not earn retirement system service credit while on an unpaid Workers' Compensation leave.

13.1.5 Continuation of Medical/Dental Insurance: The Employer will continue medical/dental insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time and is drawing full pay by using accrued leave credits will continue to receive medical/dental insurance benefits and the Employer will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the Employer contribution will cease; however, the employee may continue to be eligible for medical/dental insurance coverage in accordance with COBRA.

13.1.6 Controverted Workers' Compensation Case: In a case where the Town of Coeymans elects to controvert an employee's Workers' compensation claim, the employee shall be placed on leave of absence status. The employee will be required to draw on leave credits as stated in 13.1.4, above. The Town of Coeymans, in accordance with the law, may suspend indemnity payment to a claimant whose claim is controverted until such time and the issue of compensability is settled by the Workers' Compensation Board. If a ruling in favor of the employee is rendered by the Board, any paid leave credits used by the employee to continue salary while awaiting the Board's decision shall be restored. Upon the expiration of FMLA leave, termination from the active payroll shall commence in accordance with the procedures indicated for uncontroverted cases.

13.1.7 Restoration of Accruals: Upon the Town of Coeymans receipt of a notice of decision by the Workers' Compensation Board that the employee's injury or disease was compensable under the law, paid leave shall be restored commensurate with the Board using the employee's rate of pay at the time of the employee's absence from work.

13.1.8 Reinstatement: The employee's position shall be held and preserved pending the employee's possible return to work. Such "hold" on the employees position shall extend up to fifty-two cumulative weeks following the employee's first day of absence due to occupational injury or disease, but such period may be reduced by the length of any previous Workers' Compensation leaves relating to the same injury or disease taken by the employee in the thirty-six months preceding the current injury or disease.
13.2 Short-Term Disability Insurance

13.2.1 Coverage: The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.

13.2.2 Change in Plan: The Town may change carriers and/or offer an alternative short-term disability plan.

13.2.3 Premium Payment: The Town will pay the full premium for short-term disability insurance for each eligible employee.

13.2.4 Use of Sick Leave Credits: An employee may draw from the employee’s sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee’s regular daily rate of pay. When the insurance company makes payment, the Town will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave.

13.2.5 Continuation of Medical/Dental Insurance: The Town will continue medical/dental insurance coverage for a qualifying event in accordance with the provisions of the Town’s Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan and is drawing full pay by using accrued sick leave credits will continue to receive medical/dental insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical/dental insurance coverage in accordance with COBRA.

13.3 Transitional Duty Program

13.3.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled due to an on-the-job or off-the-job injury to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee’s regular position the Department Head may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

13.3.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less and the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings will normally occur as a result of an examination by the employee’s physician; any disputes will be submitted to a State Insurance Fund consulting physician paid by the Town. The Town shall determine what documentation will be acceptable for establishing the employee’s eligibility and determining the employee’s physical limitations.

13.3.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee’s regular job duties. The assignment may involve performing some duties of the employee’s regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location.

13.3.4 Wages and Benefits: While performing a Transitional Duty assignment, the employee shall receive the employee’s regular hourly rate of pay and receive those benefits provided to full-time employees set forth in this collective bargaining agreement. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.
13.3.5 **Duration of Assignment:** A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

13.3.6 **Refusal of Assignment:** In the event the employee refuses a Transitional Duty assignment, or refuses a medical exam ordered by the Town, the matter will be referred to the Workers’ Compensation insurance carrier or disability insurance carrier, as the case may be, for a benefit determination.

### 14 GENERAL PROVISIONS

#### 14.1 Uniforms and Equipment

14.1.1 **Reimbursement for Damaged Equipment:** The Town shall replace any personal equipment or clothing damaged in performance of Town business.

14.1.2 **Boot Allowance:** The Town of Coeymans will provide a boot allowance of one hundred and fifty dollars ($150) every year for bargaining unit members who work in the following titles: Laborer, Automotive Mechanic, Equipment Operator I, Equipment Operator II, Working Foreman, STPO (Trainee), and STPO.

#### 14.2 Town Facilities, Equipment and Tools

14.2.1 **Department Tools and Equipment:** An employee may not use Town facilities, equipment or tools for personal use.

#### 14.3 Automobile Expenses

14.3.1 **Mileage:** Employees who are required to and authorized by their supervisor to operate their own vehicle for Town business shall be reimbursed at the IRS rate.

#### 14.4 Licenses, Education, and Training

14.4.1 **The Town shall reimburse employees for licenses (including renewal of Commercial Drivers License (CDL) or professional affiliation necessary for their employment. The Town shall also provide for Education and Training for job related subjects.**

#### 14.5 Drug & Alcohol Testing

14.5.1 **Substance Testing Policy:** All employees in the bargaining unit, except clerical employees, shall be subject to the provisions of the "Omnibus Transportation Employee Testing Act of 1991, Controlled Substances and Alcohol Use Testing" as outlined by the Department of Transportation in 49 CFR Parts 40, 382, and 391 of the Code of Federal Regulation.

#### 14.6 Labor-Management Committee

14.6.1 **Purpose:** The Town and the CSEA bargaining unit shall form a Labor-Management Committee to meet as required for the sole purpose of discussing and attempting to resolve matters of mutual concern such as methods of improving working and safety conditions, productivity, and cost saving procedures. The Labor-Management Committee may not negotiate terms and conditions of employment or address grievances. The Committee shall not have the power to bind either party to a course of action without the authorization of each party's governing board.
14.6.2 Membership: The Labor-Management Committees shall be comprised of no more than three representatives from the Town of Coeymans and no more than three representative employees from the CSEA unit. In addition, CSEA staff representatives may attend.

15 RETIREMENT

15.1 Pension Plan

15.1.1 Core Plan: The Town shall continue to provide the New York State Retirement Plan 75(i).

15.1.2 Death Benefit: The Town shall continue the 60(b) retirement benefit, commonly known as the Improved Death Benefit.

15.1.3 Credit for Unused Sick Leave: The Town will provide Section 41(j) option of the New York State Retirement Plan to all employees, which allows application of up to one hundred sixty five days of unused sick leave as additional service credit at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days \( + 260 = .50 \) or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee’s service credit at retirement.

16 EXECUTION OF AGREEMENT

16.1 Duration of Agreement

16.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2011 through December 31, 2011, unless otherwise agreed to by the parties.

16.2 Past Practices

16.2.1 All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer -- unless specifically excluded by this Agreement -- shall remain in full force and effect during the life of this Agreement.

16.3 Savings Clause

16.3.1 If any article or part thereof of this Collective Bargaining Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this Collective Bargaining Agreement or any additional thereto shall not be affected.

16.3.2 If a determination or decision is made as per 16.3.1, above, the original parties to this Collective Bargaining Agreement shall convene for the purpose of negotiating a satisfactory replacement for such article or part thereof.
16.4 Legislative Action

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.

16.5 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on May 19, 2011.

TOWN OF COEYMANS

James Youmans
Town Supervisor

Michael A. Richardson
Labor Relations Consultant

Rick Touchette
Town Board Member

CIVIL SERVICE EMPLOYEES ASSOCIATION

George J. LaMountain, Jr.
Unit President

Denise A. Lawyer
Labor Relations Specialist

(2011)
# APPENDIX A WAGE SCHEDULE

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MEMORANDUM OF AGREEMENT
by and between the
TOWN OF COEYMANS
and the
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Vacation Accruals

Notwithstanding the provisions set forth in 10.2.1 of the Collective Bargaining Agreement the employees listed below will have vacation leave accruals locked in at the following rates:

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<td>George LaMountain</td>
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<td>Thomas Plath</td>
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</table>

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on August 27, 2007.

TOWN OF COEYMANS

Ronald K. Hotaling, Jr.
Town Supervisor

Michael A. Richardson
Labor Relations Consultant

CIVIL SERVICE EMPLOYEES ASSOCIATION

George J. LaMountain, Jr.
Unit President

Tami Williams
Labor Relations Specialist
MEMORANDUM OF UNDERSTANDING
by and between the
TOWN OF COEYMANS
and the
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Promotions – Wage Schedule

In the event an employee is promoted from a job title within the bargaining unit to a higher paying job title
within the bargaining unit, the new wage rate will be based on the years of continuous full-time service
with the Town of Coeymans. For example, an Equipment Operator I who being paid the Start of 3rd year
wage rate and who is promoted to Equipment Operator II will receive the Start of 3rd year wage rate
established for that new position.

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their
respective representatives on November __, 2007.

TOWN OF COEYMANS

Ronald K. Hotaling, Jr.
Town Supervisor

CIVIL SERVICE EMPLOYEES ASSOCIATION

George J. LaMountain, Jr.
Unit President

Denise Lawyer
Labor Relations Specialist