

AGREEMENT

by and between the

TOWN OF NORTH HEMPSTEAD

and

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



Town of North Hempstead Unit #7555
Nassau County Municipal Employees Local 882

January 1, 2005 - December 31, 2009

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THIS AGREEMENT, effective as of the 1st day of January 2005, between the TOWN OF NORTH HEMPSTEAD, a public employer having its principal office at Town Hall, Manhasset, New York, (hereinafter referred to as the "Employer"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO/REGION 1, NASSAU : MUNICIPAL EMPLOYEES #882, TOWN OF NORTH HEMPSTEAD UNIT #7555, having its principal office at 143 Washington Avenue, Albany, New York 12210, and its TOWN OF NORTH HEMPSTEAD UNIT, having its principal office at Town Hall, Manhasset, New York, (hereinafter referred to as the "Union" or "Association");

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to this Agreement to promote harmonious and cooperative relationships between the employer and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the government;

NOW, THEREFORE, in consideration of the premises, it is mutually agreed between the parties hereto as follows:

Section I. Recognition.

The Employer recognizes the Association as the sole and exclusive negotiating agent for all covered employees of the Employer, in all departments of the Employer, including employees of the Town of North Hempstead Solid Waste Management Authority (Authority), in all matters pertaining to salaries, benefits, and other conditions of employment for the term of this Agreement.

A. COVERED EMPLOYEES.

This contract shall be binding on all employees of the employer except unclassified, part-time, seasonal, temporary and exempt employees as classified by Nassau County Civil Service Commission.

B. PRIOR MEMBERSHIP CONTINUED.

Any non-covered employee may be a member of the Association if such employee was a member as of January 1, 1979. Such an employee's membership may, at his/her option, continue so long as that employee is an employee or officer of the Employer.

C. DUES.

The Employer agrees to deduct on each payday from all employees who are members of the Association dues of the Civil Service Employees Association, Inc., upon presentation of dues deduction authorization cards signed by the individual employees as required by Section 93-b of the General Municipal Law. Employer agrees to forward the full amount of such deductions to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

D. AGENCY SHOP FEE.

The employer agrees to deduct on each payday from each employee who is not a member of the Association an agency shop fee in an amount equal to the deduction authorized pursuant to Section I, paragraph A and in Compliance with CIVIL SERVICE LAW Sec. 208 (3). Employer further agrees to forward the full amount of such deductions to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

The Union, on its own behalf, and on behalf of each employee authorizing dues deductions, hereby releases the Town, its officers, agents and employees, from any and all liability whatsoever for the use or application of dues or agency fees after such monies have been deducted and remitted to the Union at their business address. The Union agrees to save and hold harmless the Town from all loss, expense, damages, costs and attorney's fees that may accrue following receipt by the Union of such payroll deductions or agency fees from the Town.

E. DEPARTMENT HEAD.

For purposes of this contract, the term Department Head shall include the Head of any Department within the Town, the Director of the Authority, and the Superintendent of the Highway Division.

Section II. Benefits.

The Employer agrees to provide Medical, Dental, and Optical Benefits, subject to employee contributions where applicable, as more fully set forth in Section XVI (ii) and Appendix A hereto.

Section III. Hours, Scheduling and Overtime.

A. HOURS.

Covered employees shall be paid for all hours worked in excess of the regular work day at the overtime rates set forth below. An employee may elect to receive overtime payments in compensatory time.

- (1) All overtime work performed in excess of 8 hours per day shall be paid for at time and one half in cash or compensatory time at the Employee's option.
- (2) All overtime work performed between 6 3/4 hours and 8 hours per day shall be paid at time and one half in compensatory time.
- (3) All overtime work performed between 4 hours and 6 3/4 hours per day shall be paid at straight time in compensatory time.
- (4) Notwithstanding any other provision in this agreement, all compensatory time accumulated prior to October 1 in a given year must be used prior to December 31 of that year. However, compensatory time accumulated after October 1st of a given year can be carried into the next year. In the event use of such compensatory time earned prior to October 1st is denied, in writing, so that it can't be used by the end of the year, such time will be carried into the following year, provided, however, that an employee may elect to receive a lump sum payment for up to five of such days.

B. WORK HOURS

- (1) Regular Work Hours — "Regular work hours" for annual employees shall total 6 3/4 hours per regular work day, exclusive of a one-hour unpaid lunch break. "Regular work hours" for hourly employees shall total 8 hours per regular work day, inclusive of a one-half hour paid lunch break.
- (2) Regular Work Day — "Regular work day" shall be defined in the Town-wide work rules*, or where applicable, in the departmental rules for each department and for the Authority, consistent with the provisions of this Section.

*References to Town-wide work rules are to those in effect as of 2000 and those collectively bargained for thereafter.

(3) Flexible Work Day

- (a) The Department Head and an employee may agree to a "flexible work day" beginning and/or ending at different times than the regular work day as defined in Subsection (2) above; provided that:
 - (i) The day begins and ends within four hours of the regular work day in that department or in the Authority; and
 - (ii) The total number of hours worked by an employee does not exceed those of a "regular work week" as defined in Subsection (4), unless the excess is treated as overtime under this Agreement; and
 - (iii) If an employee and his/her Department Head agree upon a flexible work day with the expectation that it shall continue for more than two weeks, then the Department Head shall inform the Union before the flexible work day is implemented.

(4) A "regular work week" shall:

- (a) Include regular and/or flexible work days;
 - (b) Run from Saturday through Friday;
 - (c) Consist of 40 hours per week for an hourly employee and 33 3/4 hours for an annual employee; and
 - (d) Include two consecutive days off for all full-time employees.
- (5) No unit member shall be assigned to a split shift.

C. SCHEDULING

- (1) Departments, or divisions within departments, that post bi-weekly work schedules shall do so no less than seven (7) calendar days in advance of their implementation.¹
- (2) Employee requests for use of vacation or compensatory time must be in writing and received by Department heads no less than five (5) calendar days in advance of the posting of the bi-weekly schedules.
- (3) Such department heads shall notify employees of a change in scheduled work days at least three calendar days prior to such change by posting at the employee's facility unless the event(s) causing the change in the schedule are not within the control of the department head.

D. NIGHT DIFFERENTIAL

- (1) An employee, with the exception of those identified in paragraph (2) below, shall be entitled to night differential pay for any day during which he or she works 50% or more of his or her time between the premium hours of 2:00 P.M. and 8:00 A.M.
- (2) Highway Department employees, except night watchmen, shall not be eligible for night differential pay.
- (3) The rate of payment of the differential compensation shall be ten percent (10%) for premium hours, as defined in Section 1 above.
- (4) Night differential pay shall be paid to employees scheduled to work the premium hours defined in Section 1 above, or to employees who replace them, unless the replacement employees are eligible for overtime pay.
- (5) Employees cannot earn overtime and night differential pay for the same hours of work.

¹As of August 16, 1999, those departments/divisions were: SWMA, Administrative Services, Parks and Recreation, Community Services -- Bus Driver Division, Public Safety -- Land and Water Safety, Animal Shelter Division, and Supervisor's Office -- MIS Division.

E. OVERTIME

(1) Rotation Lists

- (a)** There shall be three types of overtime rotation lists: generic overtime rotation lists, specialized overtime rotation lists, and, in the Highway Department, crew rotation lists.
- (b)** Insofar as possible, and in the instances specified in this Subsection, overtime shall be assigned either from the generic overtime rotation lists or the specialized overtime rotation lists, depending upon the type of work for which overtime is to be assigned and upon the category of overtime. In the Highway Department, the crew rotation list shall be used, when specified in this Section and to that extent possible, to determine the generic overtime rotation list or specialized overtime rotation list from which to assign overtime work.
- (c) Generic Overtime Rotation Lists:**

 - (i)** With the exception of the Highway Department, every Town department and the Solid Waste Management Authority shall develop department-wide generic overtime rotation lists which, insofar as is possible, shall provide for the equal distribution of overtime among employees in the department who share the same job titles.
 - (ii)** The Highway Department shall develop generic overtime rotation lists for each crew within each area which, insofar as is practicable, shall provide for the equal distribution of overtime among employees who share the same job titles within each crew.
- (d) Specialized Overtime Rotation Lists:**

 - (i)** The Department of Community Services, the Department of Public Safety, the Department of Parks and Recreation, and the Solid Waste Management Authority shall generate specialized overtime rotation lists which, to the extent possible, shall provide for the equal distribution of overtime among select employees in these departments for the provision of the specialized services or the use of specialized equipment, all of

which are specified in the table immediately below:

DEPARTMENT	SPECIALIZED OVERTIME ROTATION LISTS
Community Services	<ul style="list-style-type: none"> • Bus Drivers
Public Safety	<ul style="list-style-type: none"> • Desk Security • Non-Desk Security
Parks and Recreation	<ul style="list-style-type: none"> • Show Mobile Drivers • Pool Operators
SWMA	<ul style="list-style-type: none"> • Landfill • Heavy Equipment Operations • Scalehouse • Pump & Treat • Leachate and Gas

- (ii) The Highway Department shall generate specialized overtime rotation lists for each crew, sorted by seniority, which, to the extent practicable, shall provide for the equal distribution of overtime among select employees in these crews for the provision of the specialized services or the use of specialized equipment, all of which are specified in the table immediately below:

HIGHWAY DEPARTMENT SPECIALIZED OVERTIME ROTATION LISTS
<ul style="list-style-type: none"> • Striping
<ul style="list-style-type: none"> • Paving
<ul style="list-style-type: none"> • Operation of Grinder
<ul style="list-style-type: none"> • Operation of Cherry Picker
<ul style="list-style-type: none"> • Operation of Bulldozer
<ul style="list-style-type: none"> • Mechanics
<ul style="list-style-type: none"> • Masonry
<ul style="list-style-type: none"> • Operation of Sweeper

- (iii) An employee's inclusion on any specialized overtime rotation list will be based upon the following criteria: the Nassau County Civil Service job description of the employee, the employee's licenses or certifications, and the determination of the department head that the employee can operate the specialized equipment or perform the specialized services.
 - (iv) Overtime assigned to perform the specialized services or operate the specialized equipment specified in this Section shall not be assigned from generic rotation lists which shall be administered separately.
- (e) Highway Department Crew Rotation List
 - (i) The Highway Department shall generate a crew rotation list that consists of all Highway Department crews. This list shall be used, when necessary and insofar as is possible, to determine the crew from which to select a generic or specialized overtime rotation list, depending upon the nature of the work.
 - (ii) In the Highway Department, the assignment of overtime from generic or specialized overtime rotation lists shall begin with assignments from the lists for the crews in the geographic areas in which the overtime work is to be performed. If these lists are exhausted, overtime shall be assigned from the next crew on the crew rotation list.
- (f) Other Overtime Issues
 - (i) The Union is to be provided, in writing, with copies of the generic, specialized, and, in the case of the Highway Department, the crew rotation list.
 - (ii) If an employee uses sick time or emergency personal time during a particular pay period, the department head may withhold assigning any overtime to that employee during the pay period plus the following one, provided that the use of this time necessitated the assignment of scheduled or replacement overtime to another employee.

- (iii) Employees shall not lose their places on the rotation lists as a consequence of absences for vacation, compensatory time, or personal leave use.
 - (iv) Employees shall not relinquish their position on overtime rotation lists unless they expressly decline the offer of an overtime assignment.
- (2) **Types of Overtime** — There shall be four categories of overtime: project completion overtime, replacement overtime, emergency overtime, and scheduled overtime.
 - (a) **Project Completion Overtime:**
 - (i) **Definition:** Overtime assigned to permit employees to complete, or attempt to complete, a project on which they were working during their work day.
 - (ii) **Eligibility:** Project completion overtime shall be offered, without regard to the restrictions of Subsection E first by the department head to the employees who are already in the field actively working on a particular project. Any additional employees needed to complete a project shall be assigned overtime to the extent possible, from generic or applicable specialized overtime rotation lists, depending on the nature of the work.
 - (b) **Replacement Overtime:**
 - (i) **Definition:** Overtime assigned to cover some or all of the hours scheduled to be worked by an employee who did not report for duty.
 - (ii) **Eligibility:**
 - (a) If an employee gives three or more days' notice that he or she shall be absent from work on a particular day, then replacement overtime shall be assigned, to the extent possible, from the generic or specialized overtime rotation lists, depending on the task that the replacement employee will be required to perform.

- (b) If an employee gives fewer than three days notice that he or she shall be absent from work on a particular day, overtime shall be assigned at the discretion of the department head, without regard to the restrictions of Subsection E.
- (c) **Emergency Overtime:**
 - (i) **Definition:** Overtime assigned to stabilize or resolve an emergency situation, such as a snowstorm, downed trees, floods, etc.
 - (ii) **Eligibility:** Emergency overtime shall be assigned at the discretion of the department head, without regard to the restrictions of Subsection E.
 - (iii) In an emergency call-in situation, any employee called in for overtime shall receive compensation for the actual time worked, or for three (3) hours (including travel time), whichever is greater.
- (d) **Scheduled Overtime:**
 - (i) **Definition:** Overtime scheduled in advance to undertake a specific project, such as sweeping or striping a parking lot on a weekend.
 - (ii) **Eligibility:** Scheduled overtime shall be assigned, insofar as is possible, from the generic or specialized overtime rotation lists, depending on the nature of the work.

F. EMPLOYER DISCRETION.

Determining the need for overtime services and the nature of these services is solely at the discretion of the Employer.

G. OVERTIME COMPENSATION.

An employee called in for overtime will receive compensation for the actual time worked, or two (2) hours, whichever is greater.

H. MEAL ALLOWANCE.

Employees who work more than 11 hours continuously shall be paid \$9.00 for meal allowance. Lunch breaks shall be included for the purposes of determining the number of hours worked continuously pursuant to this provision.

I. EMERGENCY CALL-IN.

All employees called in for an emergency shall be paid a minimum of three hours at time and one-half, and there shall be no separate payment for travel to and/or from the reporting location.

Section IV. Personal Leave, Vacation Time, Bereavement Leave.

A. PERSONAL LEAVE.

- (1) Each employee shall be entitled to five (5) days of personal leave per annum credited as of January 1 of each year of this Agreement. Personal leave shall be for personal business, including religious observance, and shall be granted without charge against accumulated vacation. Three (3) days notice of the taking of such personal leave, or any part thereof, shall be given to the department head, except in cases of emergency. In the event of emergency, the employee shall request emergency personal leave in writing to the department head and shall specify the general nature of the emergency.
- (2) At the end of the calendar year, unused personal leave shall be treated as accumulated vacation leave, subject to the accumulation restrictions set forth herein.
- (3) The parties agree that personal days credited to an employee as of January 1 of any given year are for an employee's use during the entire calendar year. For new employees hired after January 1, or an employee that does not complete that calendar year in the employ of the Town for any reason, personal time shall be prorated. If an employee is determined to have taken personal time in excess of that allowed for herein, the employer shall charge back for the excess time taken and shall deduct any amount owed to the employer from the employee's final paycheck.

B. VACATIONS.

- (1) All full-time, permanent employees are entitled to vacation time in accordance with the following schedule:

Length of Service as of January 1	Vacation Days
Less than one year	13
At least one year	14
At least two years	15
At least three years	16
At least four years	17
At least five years	18
At least six years	19
At least seven years	20
At least eight years	21
At least ten years	22
At least fifteen years	23

For the purposes of computing vacation time only, any employee who began full-time employment prior to July 1 of any year will be credited with a full year of employment for that year.

- (2) All vacations shall be taken within the calendar year except as provided in paragraph 3 hereof, and the number of eligible vacation days shall be determined by the length of service with the employer or any other municipal employer who offers reciprocal recognition to Town employees, as above specified, completed as of January 1 of that year.
- (3) Vacation time provided may be accumulated and carried over by any officer or employee up to a maximum of seventy-seven (77) days as of December 31.
- (4) Scheduling of vacations, including the continuity thereof, shall be at the discretion of the department head. At least once in each calendar year, each department head shall require all employees in the particular department to submit requests for vacation in writing. Vacation requests shall be approved or disapproved by the department head in writing. The Association recognizes the right of the Employer to prohibit vacations in certain departments during certain seasons or periods. If a department head notifies an employee that a previously-approved vacation may not be taken as approved, the employee, at his /her option, may request rescheduling of that vacation within the same calendar year or may take that vacation as compensatory time in the next

succeeding calendar year, notwithstanding any other provisions of this Agreement or past practices to the contrary.

C. BEREAVEMENT LEAVE.

All employees shall be entitled to three (3) days bereavement leave for a death in the immediate family at the time of death or memorial services. Immediate family shall be exclusively defined as a husband, wife, child, step child, parent, step parent, sister, step sister, brother, step brother, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, and daughter-in-law. All employees shall be entitled to one (1) day bereavement leave for the death of a brother-in-law, sister-in-law, aunt, uncle, or spouse's grandparents at the time of such death or memorial service. Such time shall not be accumulated from year to year. The department head or personnel department may request reasonable documentation to verify that the leave taken is covered by this section.

D. APPROVAL OR DISAPPROVAL OF REQUESTED VACATION OR LEAVE.

If an employee requests vacation, compensatory time, or Flag day pursuant to Section VII(D), in writing, the Department head or his/her designee must notify that employee, in writing, within three business days, if the vacation or compensatory time is accepted or rejected. Long range vacation requests made between January 1 and March 1 do not have to be answered until three business days after March 1st.

Section V. Sick Leave, Terminal Leave, and other Leave.

A. SICK LEAVE.

Each covered employee shall be eligible for sick leave as follows:

- (1) Each employee in the service of the Employer less than one (1) year shall be entitled to one-half (1/2) sick day leave for each biweekly pay period.
- (2) Each employee in the service of the Employer one (1) year or more shall be entitled to thirteen (13) days sick leave annually which may be accumulated for each additional completed year of service. At retirement or resignation, unless disciplinary charges are pending against the employee, the employee may sell back to the employer 10% of accumulated sick days between sixty-one (61) days and one hundred forty-nine (149) days, and 15% of all accumulated sick days in excess of (149).

- (3) Unused sick leave may be utilized as additional service credits for retirement purposes on a calendar-day basis up to a limit of One Hundred Sixty-Five (165) days, to the extent permitted by the applicable retirement system.
- (4) Each department head may grant an employee, in addition to regular sick leave as above provided, such supplemental sick leave at one-half (1/2) pay as the department head, at his/her discretion, shall determine, not to exceed however, in total a supplemental period equal to two (2) pay-periods for each year of service heretofore or hereafter completed. The one-half (1/2) pay supplemental sick leave, as provided for herein, shall not be granted until such employee shall have expended all regular sick leave, vacation, personal leave days, and other authorized leave. Any employee who qualifies for and is denied half pay by his/her Department Head can appeal that decision to the Supervisor.
- (5) The head of each department may, after four (4) consecutive working days, require that a Doctor's Certificate or other verification of illness from a Health Care Professional satisfactory to such department head be presented for any absence to be allowed as sick leave. Sick leave may be used for medical, dental, or optical examination upon written proof of such examination being forwarded to the department head.

In the event that an employee exhibits a noticeable pattern of sick leave use, the employee and the union shall be notified in writing of such pattern. Should the noticeable pattern continue after such notification, the employee will be placed on Time and Attendance Probation for a period of nine (9) months.

Upon such probation, in each instance of sick leave use, the employee shall be required to provide employer with a Doctor's certificate or other satisfactory verification of illness from a Health Care Professional. The failure to provide such medical verification while on probation shall result in a 3 day suspension without pay for a first offense; a 10 day suspension without pay for a second offense; a 15 day suspension without pay for a third offense. Each of the first three offenses shall start the nine (9) month probation period anew.

For purposes of this clause, the phrase "noticeable pattern of sick leave use" shall mean the use of sick leave in a manner that demonstrates such consistency as to constitute a reliable and predictable course of action, without medical excuse.

- (6) Any employee who has accumulated more than 13 sick days may utilize sick leave for the illness of a family member living in the employee's household, provided that the employee provide a doctor's certificate or other verification from a Health Care Professional of the family member's illness satisfactory to

the department head. Use of such leave for the family member shall not be allowed whenever the employee's accumulated sick leave falls below 14 days.

- (7) Any full-time, permanent employee in the employ of the Town for the whole calendar year who has not used any sick time during that year may sell to the Town, for cash, four (4) days of his/her accumulated sick time; an employee who used one (1) sick day may sell back three (3) days; an employee who used two (2) sick days may sell back two (2) days; and an employee who used (3) sick days may sell back one (1) day. The Town will purchase said time from the employee at his/her regular hourly rate for the year in which it accrued. Said option must be exercised by an eligible employee by January 31 of the year following his/her eligibility.
- (8) The Town shall establish a voluntary sick leave bank to be administered by a labor-management committee, with the primary purpose of such bank being for a catastrophic situation or illness shortly before retirement.

B. TERMINAL LEAVE.

Any employee who dies or terminates service with the Employer for any reason, other than for cause prior to taking his/her vacation for the year in which such death or termination occurs, shall be entitled to vacation compensation for that year plus any accumulated vacation days which shall be paid to the employee, or, in the case of death, to the legal estate of the decedent in accordance with the appropriate law. Payment will be authorized and made upon the filing of (1) a certified copy of proof of death or (2) upon receipt of written notice of termination at least two (2) weeks prior to the effective date thereof.

C. OTHER LEAVE.

In addition to such other leave as may be provided herein, or as may be otherwise provided, any employee who is a duly authorized delegate or representative of a volunteer firefighters association or department, a veterans organization, or volunteer ambulance corp with the approval of the department head may, without loss of salary, attend conferences or conventions of such associations, departments, or organizations upon or with the written consent of his/her department head requested and obtained prior to such attendance; provided, however, that no more than eight (8) days per calendar year shall be used by bargaining unit members for such purposes effective January 1, 2002. If the request is denied or is not answered within three business days, then the Employee can appeal to the Supervisor. The Supervisor's decision shall be binding and final.

D. LEAVE FOR UNION DELEGATE/PRESIDENT.

Elected Union Delegate or Unit President: Union conventions and conferences, up to 12 days per year to be granted at the discretion of the Supervisor. Prior to submitting any request to the Supervisor for leave to attend any Union convention, conference, or any other Union-related business, a unit member shall first seek and gain the approval of the Union's Unit President.

E. NON-ACCRUAL.

Vacation, sick, and personal leave do not accrue during absences when an employee is not on a regular pay status (i.e. during no-pay or half-pay leave.)

F. LEAVE OF ABSENCE.

Leave of Absences for just causes, and not otherwise covered in another provision of this Contract, may be granted at the discretion of the Department Head, and with approval of the Supervisor.

G. CHILD CARE LEAVE.

Child Care Leave shall be provided with benefits but without pay to Employees for parenthood leave for up to one year which includes any accrued leave entitlements. Utilization must commence within one hundred and twenty (120) calendar days of the birth of a child parented by the Employee, or one hundred and twenty (120) calendar days of the adoption by an employee of a child less than 5 years of age. The employee shall not suffer the loss of seniority or increments during this period. No more than one marital spouse may be on child care leave at any one time. An employee shall have completed one full year of actual completed service to be eligible for such leave. Child Care Leave runs concurrently with FMLA leave.

H. JURY DUTY.

- (1) Jury Duty shall be paid on the basis of the Employee's regular shift of work, however, employee must turn over all payments received for such jury service to the Town.
- (2) The Town shall, at the request of the Employee, alter an Employee's work schedule so that it will coincide with his/her jury duty obligations.

- (3) For the purposes of this section, there shall be no obligation on the part of the Department Head to grant authorized absences for jury duty unless official notification is presented by the requesting employee at least two (2) weeks prior to reporting for ordered jury duty.

I. MILITARY LEAVE.

Employees shall have the benefits and protections afforded them under applicable State and federal laws in relationship to leave for military duty.

J. EMERGENCY RELEASE.

- (1) In the event of adverse weather conditions that impair the use of available transportation facilities, or for other extraordinary circumstances, the Supervisor or his/her designated representative may at his/her discretion direct an Employee or group of Employees either not to report to work, or to leave work. The Employee(s) so directed shall be deemed absent with pay and shall not be charged for any time and leave credits due to such excused absence. When a Supervisor has dictated such release from work, the Union President or his/her designated representative shall be notified.
- (2) Any Employee who is required to remain at work after the Supervisor or his designated representative has dictated that extraordinary circumstances exist for that particular geographic area, or location within the Town of North Hempstead, shall receive equivalent compensatory time off at straight time, hour for hour, as the Employee who was sent home or directed not to work. This provision does not apply to any Employee(s) during a period that they are receiving overtime.
- (3) No employee who was previously scheduled off for vacation or reported sick, personal, etc. will be entitled to the additional time off provided by this section.

K. CRIME VICTIMS.

A victim of a crime who is subpoenaed to testify will be allowed necessary time off with pay.

L. TOWN BUSINESS.

Employees who attend court on Town business, which action is not brought by such employee, shall be paid on the basis of the Employee's regular shift of work.

M. EVALUATION.

If the Town asks an employee to submit to a mental evaluation, the cost of the evaluation shall be paid by the Town.

Section VI. Retirement Benefits.

A. ACCUMULATED LEAVE TIME.

Any employee who is eligible to retire may request and obtain his/her accumulated leave time totals from the employer. Upon request, the Employer will advise the employee of the specific benefits that the employer provides upon retirement.

B. RETIREMENT PLAN.

The Employer shall continue to provide for the career retirement plan currently provided by the Employer, such retirement plans being authorized pursuant to Section 75-i of the Retirement and Social Security Law, as amended, and also the following benefits:

- (1) Section 60-b and Section 360-b relating to Death Benefits;
- (2) Section 41-j and Section 34-j relating to Unused Sick Leave;
- (3) Section 41-k and Section 341-k relating to World War II Military Service;
- (4) Section 43 and 343 relating to the transfer of benefits from other authorized retirement systems;
- (5) Section 80-a through 450 relating to employees who join or rejoin the New York State Employees' Retirement System after July 1, 1973;
- (6) Chapter 890 of New York Article 14 of the Retirement and Social Security Law entitled Coordinated-Escalator Retirement Plan (CO-ESC).

C. DEATH BENEFIT.

- (1) If a covered Employee of the Town dies after fifteen (15) years of service to the Town, the Town shall provide to his/her estate a death benefit equal to ten (10%) percent of the cash value of the employee's accumulated sick time. If a covered employee of the Town dies after twenty (20) years of service to the Town, the Town shall provide to his/her estate a death benefit equal to fifteen (15%) percent of the cash value of the employee's accumulated sick time.
- (2) This death benefit shall not apply to retired Town employees or employees who die while on unpaid leave.

D. OTHER BENEFITS.

Also see Appendix A.

Section VII. Holidays and Work Performed on Legal Holidays.

A. PAID HOLIDAYS.

All covered employees shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

The date for observation of these holidays shall be specified in the General Construction Law, Section 24.

B. COMPUTATION OF HOLIDAY PAY.

Holiday pay for employees who work on a holiday shall be computed as follows:

- (1) Up to 8 hours - In addition to the paid holiday, time and one half plus one hour compensatory time for each hour worked.
- (2) After 8 hours - 2 ½ times for each hour in pay or compensatory time for each hour worked.

Holiday is defined as 12:00 midnight to 11:59 p.m. "Special Holidays" are not included.

C. SPECIAL HOLIDAYS.

In addition to the existing holidays there shall be a special holiday on the Friday after Thanksgiving. Any employee who is required to work on this day will be paid at their regular rate of pay and in addition thereto will receive compensatory time at the rate of one

and one-half (1 1/2) times for each hour worked. This shall be the exclusive form of payment for this special holiday and staffing requirement shall be at the discretion of the department head.

D. FLAG DAY

Flag Day shall be a special floating holiday to be taken at the employee's option before December 31 of each year. There shall be no holiday pay for working Flag Day itself. Flag Day may not be taken nor shall it accrue as a holiday before June 14 of each year. Compensation shall be at the normal one (1) day rate.

E. GOOD FRIDAY/RELIGIOUS HOLIDAY.

There shall be an additional special holiday which at the Employees' option shall be four hours either on Good Friday or one of the other religious holidays following. There will not be any additional compensation for working these days other than overtime or differential pay. If an employee chooses not to or cannot take this four (4) hour holiday, because of Department Head discretion, then the Employee may take another four (4) hours at some other time. This can be opted for after Good Friday until the end of the year.

F. CHRISTMAS/NEW YEAR'S DAY.

Any Employee who has to work a regular shift on Christmas Day or New Year's Day when it falls on a weekend must also be offered the right to work the Christmas Day or New Year's Day (construction) holiday.

Section VIII. Compensation.

A. SALARY SCHEDULES (to be applied as per subsection B below)

- (1) All employees shall receive a basic compensation as established by a 2005 Salary Schedule that shall be computed by increasing each step on the 2004 Salary Schedule by 3% retroactive to the first day of the first pay period of 2005.
- (2) All Employees shall receive a basic compensation as established by a 2006 Salary Schedule that shall be computed by increasing each step on the 2005 Salary Schedule by 3% effective the first day of the first pay period in 2006.

- (3) All Employees shall receive a basic compensation as established by a 2007 Salary Schedule that shall be computed by increasing each step on the 2006 Salary Schedule by 2% effective the first day of the first pay period in 2007, and an additional 2% effective the fourteenth pay period of 2007.
- (4) All Employees shall receive a basic compensation as established by a 2008 Salary Schedule that shall be computed by increasing each step on the 2007 Salary Schedule by 2% effective the first day of the first pay period in 2008, and an additional 2% effective the fourteenth pay period of 2008.
- (5) All Employees shall receive a basic compensation as established by a 2009 Salary Schedule that shall be computed by increasing each step on the 2008 Salary Schedule by 2.5 % effective the first day of the first pay period in 2009, and an additional 2.5% effective the fourteenth pay period of 2009.

B. STEPS AND HALF STEPS.

The step schedule shall include half steps, which may be used by the Town at its own discretion, either in connection with a change in grade of an Employee or as part of a merit increase for an Employee. No Employee shall be entitled to receive in any single year more than one and one-half steps beyond his or her ordinary step increment.

Current employees shall be subject to the salary schedules annexed hereto as Appendix B.

Employees commencing service on or after January 1, 2005 shall be subject to the salary schedules annexed hereto as Appendix C.

C. DENIAL/DISAPPROVAL OF ANNUAL INCREMENTS.

- (1) All annual increments heretofore negotiated and contained in the graded salary plan shall be granted and paid in the regular manner and procedure except where the department head of the department in which an Employee is employed disapproves the granting of such increment due to any reasonable work related cause such as work performance or attendance. Such notice of disapproval shall be in writing, setting forth the reasons for the disapproval, and a copy of such notice shall be served personally or by certified or registered mail on the Employee (at the address which is on file in the Finance Department), the Town Board, and the Association, before November 1 (certified or registered mail is considered served on the day mailed) of the year

preceding the affected increment.

- (2) A review shall be conducted by the Labor-Management Committee as to each employee for whom an increment has been disapproved on or before November 30. Thereafter, Management shall issue a decision by December 31 and failure to do so shall cause the increment to be granted to the affected Employee(s).

Section IX. Mileage Allowance.

Employees who have been authorized by their Department Head to utilize personal vehicles on Town business shall be reimbursed at the rate per mile for such use in conformity with Federal IRS guidelines. Reimbursement shall be upon approval and certification, in writing, of the Department Head and the Comptroller.

Section X. Grievance Procedure.

A. DEFINITION.

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

B. GRIEVANCE PROCESS.

A grievance shall be processed as follows:

- Step 1. An employee who feels that he/she has been aggrieved shall present his/her grievance in writing to the employee's Department Head and the Town Attorney within ten business (10) days of the occurrence of the alleged grievance. The President of the Union may file group grievances if violation(s) involve(s) or could involve a group of Employees. The Department Head shall consider the matter and, within seven (7) business days thereafter, make a determination and advise the employee of the decision. If the department head does not act within seven (7) business days, the grievance shall be deemed denied.

Step 2. If the grievance is not satisfactorily adjusted at Step 1, an employee or the employee's Union representative may present the matter to the Labor Management Committee, within seven (7) business days after the decision provided at Step 2, by filing a written notice of the specified grievance with the Town Attorney.

The Labor Management Committee shall then have sixty (60) calendar days to make a written determination and advise the Employee and Department Head. In the event no written determination is rendered within that time frame, the grievance shall be deemed denied.

Step 3. If the Employee remains aggrieved after Step 2, he/she may appeal to the Town Supervisor within five (5) business days after notification of the decision reached at Step 2, or if no written determination is rendered, within seventy-five (75) calendar days of placing the grievance into Step 2. Such appeal shall be made in writing and shall be delivered to the Office of the Town Supervisor and the Office of the Town Attorney.

The Town Supervisor will respond to a grievance within ten (10) business days of its submission to Step 3. In the absence of a written determination from the Supervisor within such time period, the grievance shall be deemed denied.

Step 4. If the Employee remains aggrieved after Step 3, he/she may within five (5) business days of the Step 3 denial, notify the Town Attorney in writing of his/her intent to proceed to advisory grievance arbitration, subject to the following provisions:

(1) Arbitrators shall be selected from the American Arbitration Association's ("AAA") list with appointment and in accordance with the AAA rules relating to voluntary Labor Arbitration². The Town and the Union shall each pay the American Arbitration Association the requisite fee for the provision of such

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List with Appointment

Parties can contact the AAA and request one list of no more than fifteen names. Within 48 hours of receipt of the joint request the AAA will submit a list with a return date of ten days, for review and appointment of the arbitrator based on the parties' mutual selection. The AAA will notify the parties of the selection of the arbitrator. The administrative fee for list with appointment is \$75 per party.

list. Advisory grievance arbitrations shall be conducted in accordance with AAA rules of voluntary Labor Arbitration.

(2) The parties shall share equally in the expense of the advisory grievance arbitrator, however, the employer shall not be obligated to pay a fee for more than six advisory arbitrators per calendar year.

(3) The advisory grievance arbitrator shall issue written findings of fact and recommendations for resolving the grievance to the parties as soon as practicable after the close of the hearing and the arbitrator's receipt of written arguments. The arbitrator shall make no binding determination with respect to the grievance, and his/her holding shall be restricted to the issue(s) presented.

Step 5. The Town Supervisor shall consider the arbitrator's recommendation and shall issue a written determination. If the Town Supervisor takes no action on the recommendations within fifteen (15) days of receipt, the recommendations and the grievance shall be deemed denied.

For the purpose of this Grievance Procedure:

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

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

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

(d) Neither the Union nor the grievant will initiate any action in any court which is related to any matter which is within the definition of a grievance under this Agreement, until and unless such grievance has timely proceeded through each step hereinabove set forth, and has been fully determined at Step 5.

(e) Conferences and hearings held under the procedure provided herein shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present at such conferences or

hearings. When such conferences or hearings are held during working hours, all individuals necessary for the conferences or hearings will be excused without loss of pay for the purpose of attending such conferences or hearings.

C. EXCLUSIVE MEANS OF RESOLVING GRIEVANCE.

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

D. PRECEDENT/AWARD OF DAMAGES.

Neither the settlement nor resolution of any grievance, nor the recommendations of an advisory arbitrator, shall be considered as precedent, nor shall damages be awarded in any instance.

E. TIME LIMITS.

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

F. BYPASS OF STEPS.

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

Section XI. Labor-Management Committee.

A. ESTABLISHMENT OF COMMITTEE.

There shall be established for the duration of this Agreement a Labor-Management Committee, to be comprised of four (4) members; two (2) from CSEA, North Hempstead Unit and two (2) from Management. The two (2) representatives of the CSEA shall be appointed by and serve at the pleasure of the President of the North Hempstead Unit of the CSEA; two (2) representatives of Management shall be appointed by and serve at the pleasure of the Supervisor of the Town of North Hempstead.

B. REVIEW OF STEP 2 GRIEVANCES.

The Labor-Management Committee shall review all Step 2 Grievances.

C. FUNCTION AS A FORUM.

The Labor-Management Committee shall be a forum for the exchange of suggestions relating to labor matters of mutual concern and interest. The Committee may be viewed as a mechanism designed to ensure optimal relations between the CSEA and Town Management, thereby anticipating and avoiding prospective disputes.

D. MEETINGS.

The Labor-Management Committee will meet in Town Hall approximately once per month and as needed to review Step 2 Grievances.

E. COMPENSATION.

The Labor-Management Committee members will serve without additional compensation.

F. DETERMINATION.

Determinations shall be made by the Labor-Management Committee acting by a majority of its members. A tie vote within the context of a grievance shall be deemed a denial.

G. PROCEDURES/HEARINGS/INVESTIGATIONS.

The Labor-Management Committee may agree to recommend procedures to carry out the provisions of this Agreement and may, in the course of its duties, hold hearings, conduct investigations, and examine records which are not required by law to be kept confidential.

Section XII. Disciplinary Procedure.

A. CIVIL SERVICE LAW.

Each permanent employee covered under the recognition provisions of this Agreement, shall be entitled to the procedure and benefits set forth in Section 75 of the Civil Service Law, in effect on the date of execution of this Agreement, except as modified and altered by this Agreement. The procedure established herein shall be the exclusive disciplinary procedure for an Employee who may be subjected to disciplinary charges. Should any sentence or clause of Section 75 be read as contradictory to this Agreement, the provisions of this Agreement shall at all times supersede the sentence or clause in question.

B. MATTERS SUBJECT TO DISCIPLINE.

The Employer may discipline an Employee for incompetency and/or misconduct.

C. PROCEDURE.

(1) Notice of Discipline and Charges. An employee who is entitled to the protections of this section shall, within five (5) calendar days of the imposition of a penalty, be served with written notice of the discipline and charges of incompetence and/or misconduct either in person or by certified mail, return receipt requested, to the employee's current address as it appears on the Town's personnel records. Service shall be complete upon mailing or personal delivery, whichever method is chosen. If the employee wishes to contest said discipline, the employee must proceed in accordance with the Disciplinary Review Procedure set forth in this section.

(2) Disciplinary penalties may consist of and shall be limited to one or more of the following actions: reprimand; relocation of workplace; fine not to exceed one hundred dollars (\$100); demotion in title, grade or step; loss of accumulated and/or future personal, sick, vacation and/or overtime; suspension without pay; and dismissal from Town service.

Pending the hearing and determination of charges of incompetency or misconduct, the Employee against whom such charges have been preferred may be subject to one or more of the penalties enumerated herein. However, when any step in the disciplinary procedure has been delayed at the request of an Employee or his/her representative, the Employer shall in no instance have any liability for the number of work days for

which the Employee sustained disciplinary penalties during the delay.

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

(3) A discharge, or a suspension without pay in excess of thirty (30) days, shall entitle the Union to proceed directly to Step 2 of the Disciplinary Review Procedure for expedited arbitration.

(4) No discipline may be imposed more than eighteen (18) months after such occurrence unless said incompetence or misconduct would, if proved in a court of competent jurisdiction, constitute a crime.

(5) DISCIPLINARY REVIEW PROCEDURE

Step 1. Within ten (10) business days after the imposition of disciplinary action or service of notice of discipline and charges, whichever is first, an employee who objects to the disciplinary action which was imposed shall present the employee's objection in writing to the Deputy Supervisor and Town Attorney by filing with each a written notice of the specified objection. Within fifteen (15) business days of such presentation, the Deputy Supervisor or Town Attorney shall make a written determination and provide copies of the decision to the employee and the Union.

Step 2. Within ten (10) business days after (a) notification of the decision reached at Step 1; or (b) discharge; or (c) suspension without pay in excess of thirty (30) days; only the Union may proceed to Disciplinary Arbitration by written notification to both the Deputy Supervisor and Town Attorney, and in accordance with the rules and requirements of the American Arbitration Association as they relate to Labor Arbitration.

D. DISCIPLINARY ARBITRATION.

(1) Arbitrators shall be selected from the American Arbitration Association's list with appointment, and in accordance with the AAA rules relating to voluntary Labor Arbitration. ³ The Town and the Union shall each pay the American Arbitration Association the requisite fee for the provision of such list.

(2) The parties shall share equally in the expense of the arbitrator.

The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed, in writing, to give the arbitrator specific authority to do so, or to make an Award which has this effect. It is understood that a disciplinary proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new agreement, may be processed after the stated expiration date as if the Agreement was still in effect. The Award of the Arbitrator so made shall be final and binding on the parties.

For the purposes of this Disciplinary Arbitration Procedure:

- (a) The parties agree that each shall exercise its best efforts to ensure the prompt scheduling and disposition of disciplinary arbitration.
- (b) Failure by the Town, at any Step of the procedure provided herein, to communicate a decision within the specified time limits shall permit the employee or the Union, whichever is applicable, to proceed to the next Step.

³

List with Appointment

Parties can contact the AAA and request one list of no more than fifteen names. Within 48 hours of receipt of the joint request the AAA will submit a list with a return date of ten days, for review and appointment of the arbitrator based on the parties' mutual selection. The AAA will notify the parties of the selection of the arbitrator. The administrative fee for list with appointment is \$75 per party.

- (c) Failure by the employee or Union at any Step of this procedure to proceed to the next Step within the specified time limits shall be deemed to be a waiver of the right to proceed to the next step.
- (d) Judicial Review of Disciplinary arbitration proceedings shall be exclusively limited to procedures available under C.P.L.R., Article 75.
- (e) Neither the Union nor the Town shall be permitted more than two (2) adjournments of any arbitration case. No adjournment shall be for more than ten (10) business days. Default will be granted against the party requesting more than two (2) adjournments. The party requesting the adjournment shall be responsible for any arbitrator adjournment fees attributable thereto.
- (f) The arbitrator shall only decide whether misconduct or incompetence existed, and if so, whether the penalty imposed violates the Pell standard.
- (g) Arbitrations shall be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association.

Those selected as arbitrators under this Agreement, shall receive their requisite fees, to be borne equally by the parties, except in the following circumstance: in any arbitration proceeding brought by the Union to challenge a reprimand, counseling memorandum, or suspension of up to three (3) days without pay, in which the arbitrator affirms the discipline, the Union shall bear sole responsibility for payment of arbitration fees.

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

Section XIII. No Strikes.

During the term of this Agreement, there shall be no strikes, slowdowns, or lockouts, or any other concerted work stoppage or slowdown.

Section XIV. Past Practices Clause.

With respect to matters not covered by this Agreement, the employer will not seek to diminish or impair during the term of this Agreement any term and condition of employment provided by law, rule or regulation for employees without prior notice to CSEA; and, when appropriate, without negotiations with CSEA; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved by the employer by Section XV of this Agreement.

Section XV. Town Affairs.

The provision of this Agreement shall be expressly limited to the benefits and other conditions of employment of the Employees and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs. It is understood and agreed that the Employer has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out, and execute all plans and decisions which it deems necessary, in its judgment, for its welfare, advancement, or best interests of its constituency. Such management prerogatives shall include, but not be limited to, the following rights:

- (1) to select, hire, promote, transfer, assign, discharge, discipline, or lay off employees, or discontinue their positions, subject, however, to the Disciplinary Procedure set forth in Section XII of this Agreement;
- (2) to make rules and regulations governing conduct, appearance, and safety of Employees;
- (3) to maintain discipline and efficiency of Employees;
- (4) to determine schedule of work, including overtime;
- (5) to contract for performance of any of its services and increase or decrease the scope thereof;
- (6) to install or remove equipment;

- (7) to establish and maintain all other work rules and necessary and reasonable operating rules and regulations.

Section XVI. Miscellaneous.

A. EMPLOYEE SENIORITY/LAY-OFFS AND REHIRING.

(1) Lay-Off and Re-Hiring Procedures:

- (a) In the event lay-offs occur the Town agrees to conduct this action according to Civil Service Law Sec. 80a and Regulations, by seniority from time of employment, and will apply this procedure to non-competitive and labor class employees *by title*; notwithstanding that such section applies only to the non-competitive class employees in State service.
- (b) Competitive employees will continue to be governed by Civil Service Law Sec. 80 and shall have re-hiring rights for forty-eight (48) months. If any covered Employee is laid off, there must be a minimum of a two week notice. Registered or certified mail notification is considered delivered on the day such certification or registration was mailed. In addition, any laid off Employee will receive an additional month of benefits from the month of termination.
- (c) Persons in Non-Competitive and Labor class, who have been laid off shall be rehired in accordance with the plan set forth in Section 81 of the Civil Service Law, notwithstanding that such section does not apply to them as matter of law, and further provided that the re-hiring rights under this section shall expire twelve (12) months after the lay-offs.
- (d) The Town agrees that prior to lay-offs of any employee for economic or reorganization reasons covered by this Agreement, employer will discuss same with the Union. Lay-offs, however, are to continue at the sole discretion of the Town. Unless expressly limited by the agreement, this provision shall not be deemed to affect any inherent managerial right of the Town.

- (2) **Seniority:**
- (a) **Seniority will be based on the original date of employment with the Town for all Employees, unless otherwise required by law.**
 - (b) **Ability, adaptability and seniority shall prevail insofar as practicable and consistent with the needs of the Department including:**
 - (i) **promotions in labor and non-competitive jobs;**
 - (ii) **job assignments;**
 - (iii) **transfers within a Department regarding proximity of job;**
 - (iv) **vacancies within the Department.**
- (3) **Seniority shall prevail in the choice of vacations wherever practicable and consistent with the needs of the Department. This shall not be construed as superseding or amending the Civil Service Law, nor the rules, regulations or determinations of the Nassau County Civil Service Commission.**
- (4) **A covered Employee who is moved from any Town Department or position to any other Town Department or position, covered by this Agreement, shall be deemed to have an initial employment date as of the date of his/her original date of employment.**
- (5) **An Employee who has a break in service of less than one year, except as otherwise provided by law, shall be deemed to have an initial employment date as of the original date of employment.**

B. HEALTH AND SAFETY.

- (1) The employer agrees to endeavor to provide safety standards for the protection of employees' well-being, commensurate within this context, to provide and maintain safe and healthful working conditions and to initiate and maintain operating practices that will safeguard employees.**
- (2) Safety shoes, and replacements as needed, are to be provided to employees who require them to safely perform their work assignments. An employee whose medical needs require special safety shoes must provide acceptable medical verification of such need. If the employer is unable to supply special safety shoes upon presentation of such verification, it will reimburse the employee for the cost of the shoes, limited to the maximum amount it is paying for other employee's safety shoes in that Department, according to the established bid. To obtain reimbursement, the employee must submit a paid receipt to the Finance Department and the shoes must meet OSHA standards.**
- (3) Workers Compensation rules and regulations and policies defined.**

 - (a) Job related incidents/accidents which involve an Employee must be reported. If an Employee is injured or reports an injury, regardless of the circumstances, a report must be filed by the Employer on a C-2 form within ten days.**
 - (b) In case of injury to an Employee covered by this agreement for which Workers' Compensation benefits are paid, a copy of the decision of the Workers' Compensation Board shall be sent to the Finance Department and the Department Head. When the Town receives a credit for either a pro-rata or full amount of the compensation paid to the Employee, or former Employee, covering such Employee's period of disability, the Employee or former Employee shall be recredited with leave in employment date as of the date of his/her original date of employment.**
 - (c) No cash benefits are paid for the first seven days of disability. Benefits are payable once the disability extends beyond fourteen days. In that event, the worker may be due benefits from the first day of the injury.**

- (d) When an Employee loses time from work as a result of a job related injury, said Employee must be advised by his foreman or supervisor that he has the option of either being paid the uniform Workers' compensation rate or using accrued sick and/or vacation days. This decision rests solely with the Employee and the Finance Department should be notified of the choice.
 - (e) Any Employee who is both away from work and is receiving any Workers' Compensation benefits by virtue of employment with the Town shall receive paid coverage under the health, dental and optical plans currently in effect provided however that such health, dental and optical benefits shall be maintained for only one (1) year after the Workers' Compensation benefits commenced. Such health, dental and optical benefits shall be at Town expense and on behalf of the Employee and his family. No duplication of such benefits shall occur.
 - (f) Employees on Workers' Compensation for a period up to and including one (1) year from the time compensation benefits commenced shall not suffer any loss of seniority for the purposes of lay-offs or purposes of increments.
 - (g) When an employee is required to take time off for a Workers' Compensation case during his/her normal workday (shift), such Employee shall be granted excused leave without loss of time or pay for travel, examination and hearing time only, provided documentation is previously submitted.
- (4) Drug Testing: All employees possessing a Commercial Driver's License ("CDL"), and all employees holding the titles of Automotive Mechanic, Automotive Servicicer, Automotive Lead Mechanic, Automotive Mechanic Aide, and Maintenance Welder, shall be subject to random drug and alcohol testing in accordance with the requirements of federal law.

In the event of a positive test, the following disciplinary procedure shall apply:

First offense: 15 day suspension. At least five days of the suspension shall be without pay, and an employee may use up to ten days of accrued vacation or personal leave (if available) during the suspension.

Second offense: 30 day suspension without pay. An employee may not use accrued leave time.

Third offense: Termination.

An employee with a previous offense shall have his offense level dropped by one upon the completion of ten (10) years of negative drug tests. Employees with three offenses as of the date of this contract shall assume second offender status for purposes of this contract.

C. MEDICAL, DENTAL AND OPTICAL BENEFITS.

(see Appendix A)

D. NEW EMPLOYEES.

The Union may provide the Employer with informational material with respect to Association activities and personnel, and the Employer will provide the President of the Union with copies of all Town Board resolutions hiring new personnel eligible for membership in the Union. Notice will be given to the President of the Union of the retirement of employees promptly after the Employer receives such notice from the employees.

E. PERSONNEL FILES, EVALUATIONS, VACANCIES AND PROMOTIONS.

- (1) The Supervisor may direct the Department Heads to perform an annual written evaluation of each employee which may include input from the employee's immediate supervisor. Copies of evaluation reports shall be placed in the employee's personnel file.
- (2) There shall be one (1) official personnel file kept for each Employee which shall include all work evaluations.
- (3) An Employee shall be permitted, by appointment, to review his/her personnel file provided that the employee dates and initials such request as evidence of his/her examination.

- (4) The Employee shall be given a copy of any material he/she requests from his/her personnel file, and may respond in writing to any items to which he/she objects. Such responses shall become part of the Employee's personnel file.
- (5) Any derogatory material contained in an employee's personnel file shall be removed from the personnel file three (3) years after its insertion unless such information relates to a matter which, if proved in a court of competent jurisdiction, would constitute a crime. For the purposes of this Section, derogatory material shall not include attendance records, employee evaluations, or any disciplinary notices, actions or determinations beyond a reprimand.
- (6) Notice of the existence of vacancies will be posted in the appropriate department working area promptly after the vacancy comes into existence, and such notice shall remain posted for fourteen (14) calendar days or until a replacement has been recommended by the Department Head, whichever occurs first. Department Heads will give consideration to any qualified existing Employee who indicates his/her interest in a particular vacancy.
- (7) Criteria for promotions to higher titles shall be based on qualifications and seniority. Vacancies in new and existing positions shall be posted.
- (8) Civil Service Test notices shall be posted by CSEA in every Department and Division, in full view of all the Employees throughout the Town as quickly as received. Each Department Head shall acknowledge that he or she has received the notices.

F. UNION BUSINESS.

- (1) The President of the Union and his/her designee shall be entitled to a total of four work days as released time from Monday through Friday each week; provided, however, that: (a) no officer or designee shall be released for more than two days per week; (b) no more than three days per week shall be used for such released time per department one week per month and no more than two days per week in the remaining weeks of that month; (c) such time shall be in full-day increments only; (d) there shall be no accumulation of such time from

week to week; and (e) the President shall provide a schedule of such time to the Town's designee on an ongoing basis, so that, except in extraordinary circumstances, s/he will have at least two weeks' notice of the identity of the officer(s) or designee(s) who will be taking such leave and the particular day(s) they shall be released to engage in Union business.

- (2) The Union must be informed of Departmental policies concerning assigned uniforms and safety shoes and must be given advance notice and allow Union input concerning upcoming purchases through bidding.
- (3) The Town agrees to contribute a total of \$22,500 per year, which must be applied towards a PrePaid Legal Aid Plan for the Employees. Any legal plan adopted by the Unit Executive Board MUST meet the approval of CSEA Inc.
- (4) Work rules have been collectively bargained prior to this Agreement. These work rules shall remain in effect during the course of this Agreement. It is agreed that proposed modifications to said work rules shall also be collectively bargained. These work rules and vacation policies must not violate any provision of the Agreement.
- (5) At no cost to the Employer, there will be an acceptance of CSEA Inc.'s Employee Assistance Program concerning drug and alcohol problems among the Employees.

G. DRESS CODE.

All Employees shall dress in a manner appropriate to their job responsibilities. Any Employee unsuitably dressed may be sent home and have the lost time deducted from his/her salary. For every Employee who is supplied clothing by the Town, the Town will provide \$35 per year as a cleaning allowance, payable by July 1, in place of any cleaning service provided or paid for by the Town.

H. PAYROLL CHANGES.

- (1) The Association shall pay to the Town the actual cost of any payroll deduction changes requested by the Association.
- (2) The Employer agrees to maintain the following payroll deductions: CSEA sponsored-Employee insurance and legal aid plans and Employee credit union and deferred compensation plan.

I. CREDIT UNION.

Each Employee will be allowed, in each year, two (2) trips of one (1) hour each to the credit union office. The Department Head shall receive two (2) days notice and may delay release of employee, for good cause, for not more than one (1) week.

J. PARKING PERMITS.

All Employees of Town Hall I and Town Hall II shall receive one Town Hall parking permit for his/her exclusive use.

K. COFFEE BREAKS.

There shall be two coffee breaks per day which shall be fifteen (15) minutes each in duration. The first one shall be taken between the beginning of the workday and lunch. The second between lunch and the end of the workday. The exact times shall be at the discretion of the Department Head. Any Department which has engaged in break practices which are considered equivalent may remain that way.

L. TOWN VEHICLES.

- (1) All Town vehicles assigned to Employees covered under the Agreement shall be utilized during the work day and returned upon the completion of such.

- (2) An Employee may take such vehicle home overnight only at the discretion and with the authorization of the Supervisor or Deputy supervisor.

M. LABOR-MANAGEMENT QUALITY COMMITTEE.

The Labor-Management Committee will also serve as a quality committee. This committee will serve as a Labor-Management partnership designed to recommend, discuss and review improvements and innovations to improve the quality, efficiency and effectiveness of services offered by the Town and to promote a cooperative working relationship between the Union and Management. The President of the Union shall have the right to appoint and/or remove labor members of this Committee.

N. L. E. A. P. EDUCATIONAL PLAN.

The Town will reimburse an employee for 50% of the cost of a course or courses taken as part of the LEAP Educational program, up to a maximum of \$724 for an Employee in a single year, provided that the course is job related and is approved by the Department Head. An employee may appeal a Department Head's denial of approval for a course to the Supervisor, whose decision shall be final. The Town shall pay the school its share of the cost upon approval, if requested by the Employee. If the Employee fails to obtain a grade of at least "C" in the course, or fails to provide proof of his or her grade to the Town within 90 days of the end of the course, the Town shall not be obligated to reimburse any part of the cost, or shall be entitled to repayment of any reimbursement already provided. The course and all work needed for the course will be on the employee's own time.

O. BLOOD DRIVES.

The Town's current practice of allowing an Employee four (4) hours off to donate blood in a Town-sponsored blood drive shall be continued. The four hours shall include the time during which the donation is made.

P. USE OF FACILITIES.

All Employees and their immediate families shall be permitted to use Town facilities at the same rates as are charged to Volunteer Fire Fighters.

Section XVII. Partial Invalidity.

If any provision of this Agreement becomes invalid or unenforceable by virtue of any legislation or court decision, it shall not affect the remaining provisions of the Agreement, and they shall remain in full force and effect as though the invalid or unenforceable provision had not originally been included.

Section XVIII. Zipper Clause.

A. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. The Agreement supersedes and cancels all prior practice and agreements, whether written or oral, unless expressly stated in this Agreement.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section XIX. Statement Pursuant to Section 204-a of the Civil Service Law.

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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section XX. Employee Responsibilities Pursuant to Constituent Response System.

It is anticipated that in calendar year 2005, the employer will implement a constituent response system. As part of that implementation, employees will be required to perform certain constituent response functions. Employees shall receive training in rendering functions that they do not currently perform, and upon receipt of such training, shall be required to perform the directed functions and responsibilities consistent with their titles.

Section XXI. Term of Agreement.

This Agreement shall commence January 1, 2005 and terminate December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers the day and year first above written.

TOWN OF NORTH HEMPSTEAD

By: _____

Jonathan S. Kaiman

Supervisor

WITNESS:

Michelle M. Darcy

CSEA, INC. LOCAL 1000 AFSCME

AFL/CIO REGION 1

NASSAU MUNICIPAL EMPLOYEES #882

TOWN OF NORTH HEMPSTEAD UNIT #7555

By: _____

Daniel LoMonte

President

WITNESS:

Michelle M. Darcy

By: _____

James Della Rocca

CSEA, Inc. Labor Relations Specialist

Long Island Region Office