

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TOWN OF SCHODACK
AND
CSEA, LOCAL 1000, AFSCME, AFL-CIO
TOWN OF SCHODACK UNIT
OF THE RENSSELAER COUNTY LOCAL 842**

WHEREAS the Town of Schodack (“Town”) and CSEA (“CSEA”) are parties to a collective bargaining agreement for the period January 1, 2026, through December 31, 2028, collective bargaining agreement (“Agreement”): and,

WHEREAS the Town notified CSEA of the necessity to hire another CSEA employee at the Sanitary Landfill/Transfer Station and requested to be able to assign a non-union employee to work at the Transfer Station window on Saturdays to sell the punch cards during busy times; and,

WHEREAS CSEA understands the necessity to hire an additional CSEA member to work at the Sanitary Landfill/Transfer Station and to permit a non-union employee to be assigned to transfer station window on Saturdays; and,

WHEREAS the Town and CSEA have discussed the matter and agreed to fully resolve it pursuant to the following terms.

IT IS HEREBY AGREED:

1. The Town will move the oversight of operations of the Sanitary Landfill/Transfer Station to the Highway Superintendent or his/her designee/deputy when the Director of the Transfer Station retires. The Town will post and hire an additional Operator #1/or Operator #2 position to work at the Sanitary Landfill/Transfer Station as set forth in Article VI Section 2 of the contract. This posting of this job will be pursuant to Article IX of the contract.
2. A current employee may apply for this position. If an employee is not interested in the position, the Town will post the position for outside candidates to apply.
3. The Town retains its rights to utilize part-time, temporary, and seasonal employees as per Article VIII Section 1(B) of the contract. The Town may, at its discretion, utilize a non-bargaining unit employee to provide administrative assistance at the Sanitary Landfill/Transfer Station when the Highway Superintendent or his/her designee or

deputy is unavailable; primarily during Saturday operational hours. This additional non-bargaining unit employee would perform office work, but would neither perform Operator work, nor would impact the minimum number of bargaining unit employees working at the Sanitary Landfill/Transfer Station.

4. The Town and CSEA agree that a minimum of two (2) CSEA employees will either be scheduled or have the opportunity to work at the Sanitary Landfill/Transfer Station during regularly scheduled hours. Any vacancy that may occur during the days of Tuesday-Friday (apart from any paid holidays that the Highway department may have off while the Sanitary Landfill/Transfer Station is open) may be backfilled with highway department personnel. Any vacancies that may occur on a Saturday or on Sanitary Landfill/Transfer Station Holiday will be filled with at least one (1) operator or a higher grade. If no Operators or higher grades are available, then two (2) Laborers may be utilized. If a vacancy cannot be filled with a bargaining unit member(s) as per Article IV Section 5 then the Town may fill the position as per Article VIII Section 1(B).
5. Therefore, to make the overtime language for calling-in CSEA employees to work at the Sanitary Landfill/Transfer Station window on Saturdays more accurate, the parties agree to amend Article IV, Section to add the following language at the end of the paragraph:

“For the purposes of overtime on Saturdays to work at the Sanitary Landfill/Transfer station, a minimum of (2) CSEA employees will be offered the opportunity to work at the Sanitary Landfill/Transfer station by using the call out list.”
6. The Town will continue to offer additional overtime staffing opportunities to bargaining unit employees for the special events of shredding day and spring/fall cleanup days.
7. When the Highway Superintendent or his/her designee/deputy commences overseeing the Sanitary Landfill/Transfer Station, the Town and CSEA agree to add a new CSEA title of “Transfer Station Foreman.” The hourly salary of this title will be paid \$30.62. Both parties agree this will replace the \$1.50 an hour stipend that was paid previously

when the Director of the Transfer Station was absent from work. The posting of this job will be pursuant to Article IX of the contract.

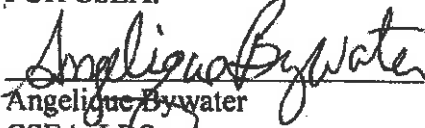
8. The Settlement Agreement shall be subject to ratification by the members of the bargaining unit and the approval of the Town Board for the Town of Schodack.

DATED: June 15, 2026

TOWN OF SCHODACK:

Charles Peter
Town Supervisor

FOR CSEA:



Angelique Bywater
CSEA, LRS

Richard Lindheimer
Town of Schodack Unit President

STATE OF NEW YORK
COUNTY OF RENSSELAER

In the Matter of the Arbitration by and between

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO,

STIPULATION OF
SETTLEMENT

Grievant,

PERB Case No. A2025-329

-and-

TOWN OF SCHODACK,

Employer.

THIS AGREEMENT, by and between the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO ("CSEA"), and the TOWN OF SCHODACK ("Employer")

WITNESSETH:

WHEREAS, the Employer and CSEA are parties to a collective bargaining agreement which expires on December 31, 2028; CSEA filed grievances as to the same on December 16, 2025, January 6, 2026, and January 16, 2026; the matter was processed pursuant to the grievance system contained in the collective bargaining agreement between the parties; the parties are desirous of settling this matter without the necessity of further litigation; and they have agreed to the terms and conditions of a settlement;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree as follows:

1. All conditions of this Agreement are contingent upon the successful ratification by the members of the bargaining unit and the approval of the Town Board of the

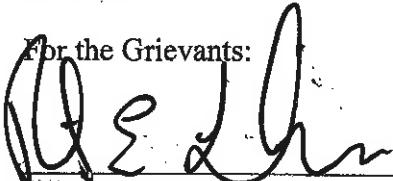
proposed memorandum of agreement reached on June 15, 2026, regarding the staffing of the Sanitary Landfill/Transfer Station.


2. The Employer will pay five (5) hours of overtime to Nicholas Marchese at his regular rate of pay in full satisfaction of the grievance filed on December 16, 2025.
3. The Employer will pay ten (10) hours of overtime to Schuyler Simpson at his regular rate of pay in full satisfaction of the grievances filed on January 6, 2026, and January 13, 2026.
3. Any alleged violation of this Agreement shall be grievable through the grievance system contained in the parties' collective bargaining agreement.
4. Pursuant to the above conditions, CSEA withdraws the aforementioned grievances and demands for arbitration, with prejudice.
5. The foregoing is in full and final settlement of this matter.
6. Signatures obtained electronically via facsimile or .pdf format shall be acceptable as originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the

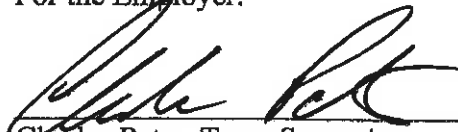
16th day of June, 2026.


For the Grievants:


Richard E. Lindheimer, Unit President

 6/17
DAREN J. RYLEWICZ
(Aaron Turner, of counsel)

For the Employer:


Charles Peter, Town Supervisor


James E. Girvin, Esq.