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GEN / 10870

AGREEMENT

MADE BY AND BETWEEN
THE TOWN OF BROOKHAVEN AND
C.S.E.A. INC., LOCAL 1000, AFSCME,
AFL-CIO

PART TIME UNIT

2016 to 2019

1/1/16 — 12/31/19

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ARTICLE I
APPLICABLE LAW

SECTION 1: It is agreed by and between the parties that any provisions 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 body has given approval.

ARTICLE II
TERM OF AGREEMENT

~~SECTION 1: Term.~~

The term of the Agreement shall commence January 1, 2016, and shall terminate December 31, 2019.

ARTICLE III
RECOGNITION

SECTION 1: Recognition of C.S.E.A.

The Town recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("C.S.E.A") as the sole and exclusive representative for the purpose of collective negotiations of terms and conditions of employment and the administration of grievances arising thereunder, of a negotiating unit of employees consisting of part time employees of the Town in the following Civil Service titles: Clerk Typist, Neighborhood Aide, Driver Messenger, Cashier, Community Service Aide, Senior Citizen Club Leader, Community Service Worker, Sanitation Inspector, Laborer, Kennel Attendant, Home Health Aide, Mini-Bus Driver, Maintenance Mechanic II, Scale Operator, Guard, Food Service Worker, but excluding per diem and temporary employees who work up to ninety (90) consecutive work days. The Town agrees that C.S.E.A. shall have unchallenged representative status for the maximum time provided by law.

SECTION 2: Payroll Deductions.

The Town shall deduct regular membership dues from the wages of the employees and remit to the C.S.E.A., 143 Washington Avenue, Capital Box 7125, Albany, NY, 12224. The Town shall make deductions for PEOPLE and all C.S.E.A. sponsored life, sickness, accident, and auto premium deductions for those employees who signed dues deduction authorization cards and submitted same to the Commissioner/Comptroller of the Town of Brookhaven. Such deductions shall continue unless and until the employee notifies the Commissioner/Comptroller of the Town of Brookhaven, in writing, of the employee's desire to discontinue or to change such authorization.

- (A) Notification of discontinuance or change of deduction shall be in writing and signed by the employee and submitted to the Commissioner/Comptroller of the Town in duplicate and one copy of such notice shall be forwarded by the Commissioner/Comptroller to the Treasurer of the C.S.E.A.
- (B) Credit Union Deduction. The Town agrees to deduct from the wages of any employee, who so requests in writing, a credit union deduction. An employee may make such request in writing to the Department of Finance throughout the calendar year.
- (C) Deferred Compensation Plan. The Town agrees to deduct from the wages of any employee, who so requests in writing, an amount of money to be contributed to a 457 deferred compensation plan, pursuant to applicable tax laws.

SECTION 3: Agency Shop.

The Town shall grant an agency shop contract provision to the C.S.E.A. pursuant to New York State Law.

SECTION 4: Strikes.

The C.S.E.A. affirms that it does not assert the right to strike against the Town, to assist or participate in any strike.

**ARTICLE IV
COLLECTIVE BARGAINING UNIT**

The Salary Schedule applicable to this bargaining unit shall be provided to the Unit President annually, and the Town retains discretion to change the salary ranges applicable to the bargaining unit.

**ARTICLE V
COMPENSATION AND SALARY**

SECTION 1: All Town employees shall be paid on a bi-weekly basis.

SECTION 2: There shall be a Cost of Living Adjustment effective January 1, 2017, January 1, 2018 and January 1, 2019 as follows: The percentage increase shall equal the annual inflation rate as determined from the increase in the Consumer Price Index (published by the Bureau of Labor Statistics-All Urban Consumer US City Average All Items) in the one year period ending March 31st prior to the effective adjustment with a minimum of not less than one (1%) percent and a maximum of not more than three (3%) percent. In the event such inflation rate is one (1%) percent or less, the salary increase shall be one (1%) percent. In the event such inflation rate is three (3%) percent or above, the salary increase shall be three (3%) percent.

ARTICLE VI
WORK WEEK, WORK DAY

SECTION 1: Work Week.

- (A) The number of hours worked shall be at the discretion of the Town, subject to any limitations provided for by the Civil Service law and/or applicable regulations.
- (B) Departmental seniority shall be a factor, but not the sole factor, taken into consideration by the Town in determining which employees will be offered and/or required to work an increased work schedule, and which employees will be offered and/or required to work a decreased work schedule. The Town's determination with regard to the foregoing shall not be subject to arbitration.

SECTION 2: Time Sheets.

Employees shall be required to fill out their time sheets on a daily basis.

SECTION 3: Change of Shift.

The Town shall provide two-week notification for any permanent change of shift. This shall not preclude a change of shift that is mutually agreed upon by the Town and the employee. For special events and needs by the Town that require additional resources, upon two weeks notice the Town shall request volunteers, including employees that have pre-approved time off, and if there are not sufficient volunteers, the Town shall fill the remaining spots by order of reverse seniority for each title, except that no employee who had pre-approved time off will be subject to discipline if they decline to work. This two week notice requirement shall not apply in case of an emergency.

SECTION 4: Meal Break.

Employees assigned to a shift in excess of six (6) hours in duration shall receive a thirty (30) minute or sixty (60) minute unpaid meal period.

SECTION 5: Time off.

With advance approval from their Commissioner or his/her designee, employees may take time off without pay. Employees who are out for three consecutive scheduled workdays due to illness may be required to submit a doctor's certificate. The decision to require a doctor's certificate shall not be arbitrary and capricious.

ARTICLE VII HOLIDAYS

Any employee scheduled to work the following holidays, and who does work on the holiday along with all of his/her other scheduled shifts in the week in which the holiday occurs, shall be paid time and one-half:

New Years Day
Christmas Day
Memorial Day
July 4th
Thanksgiving Day
Labor Day
Veterans Day

If a scheduled employee chooses not to work the holiday, he/she shall provide at least two weeks advance notice, in which case the option to work the holiday shall be offered to employees in the title of the scheduled employee on the basis of seniority. Should no such employee desire to work the holiday, the Town shall so notify the unit president, and it may direct the least such senior employee to work the holiday. If an employee is mandated to work on a holiday, that employee shall be paid time and one half. If an employee is not scheduled to work on the above mentioned holidays, or any other holiday on which the Town is closed, the employee may make up the time by working additional hours during the workweek in which the holiday occurs, upon advance approval from the Commissioner or his/her designee.

ARTICLE VIII RELEASE TIME

There will be one officer of the unit, designated by the unit, for the purpose of adjusting employee complaints or assisting in the administration of this Agreement, and who shall be permitted to devote time and fulfill these obligations, to the extent they cannot be fulfilled during non-working hours, in order to maintain harmonious and cooperative relations between the Town and its employees and the uninterrupted operation of government. Upon special request from the President of the unit, or his authorized designee, and with the agreement of the Commissioner/ Department Head or his/her designee, the unit shall be permitted to designate a second officer for the purpose of assisting in the adjusting of complaints and the administering of this Agreement.

ARTICLE IX
SENIORITY, PERSONNEL, NOTICES, USE OF TOWN
FACILITIES AND WORKING CONDITIONS AND SAFETY

SECTION 1: Seniority

An employee's seniority shall commence on the date of his/her most recent hiring by the Town. An employee's departmental seniority shall be a factor, but not the sole factor, in determining which employees are to be laid off. All things being equal in the judgment of the Town, seniority shall prevail by department should more than one employee seek to take unpaid vacation at the same time, unless it has already been approved for the junior employee.

SECTION 2: Personnel.

- (A) Upon request, an employee will be permitted to examine that employee's official personnel file.
- (B) The Division of Personnel shall reproduce for the employee, within five business days, any material in that employee's official personnel file. However, if the employee is the subject of pending disciplinary charges, access to the file shall be provided as soon as possible.
- (C) There shall be only one official personnel file.
- (D) No material derogatory to the conduct, character or personality an employee shall be placed in the official personnel file unless the employee has had an opportunity to read said material. Upon reading of said material, the employee shall sign material. Such signature will not mean that the employee agrees with the content thereof. If the employee refuses to sign the copy, the Commissioner/Department Head or his/her designee may insert the material in the file after adding to it and signing the following statement: "I hereby certify that the employee named above has seen and read this material but has refused to affix his signature thereto."
- (E) The employee shall have the right to answer any derogatory material filed in said employee's official personnel file and the employee's answer shall be attached to the derogatory material, provided that the answer is submitted within thirty (30) calendar days after receipt of the derogatory material.
- (F) The employee shall have a reasonable time to consult with the unit representative before signing said material.
- (G) Employees may request to review their personnel file with a representative of C.S.E.A. and the Personnel Officer or his designee for the purpose of asking that certain material be removed. The Town retains sole discretion in determining which material will be removed.

SECTION 3: Notices.

- (A) Business Notices. The Town agrees to allow the C.S.E.A. to post notices and communications on Town bulletin boards pertaining to the C.S.E.A. business:
- (1) It is understood that no material concerning Political Activities, or which is disparaging to any person, group or entity, is to be placed on bulletin boards.
 - (2) In the event that the question arises as to the contents of such material, the Supervisor of the Town reserves the right to have material removed which he deems violative of Section (1) above.
- (B) Vacancies/Promotions. The Unit president shall be copied on all appointments of bargaining unit employees as well as promotions to a bargaining unit position.
- (C) Notice to Commissioner. The Town agrees to send a copy of the Agreement to the Commissioners of the Departments where bargaining unit employees work, or his/her designee, so that the supervisory personnel in the department will be aware of the rights of the employees.
- (D) Notice of Disciplinary Action. The Town agrees that in the event disciplinary action is to be taken, a simultaneous notice of said action shall be sent to the C.S.E.A. by registered or certified mail or by personal delivery.

SECTION 4: Use of Town Facilities.

The C.S.E.A. will be permitted, subject to the approval of the Town, to use the Town Hall facilities at no charge for the purpose of adjusting grievances, administering the terms and conditions of this Agreement, and for conducting union meetings.

SECTION 5: Working Conditions, Safety and Uniforms.

- (A) The Town agrees that no employee shall be ordered to drive any vehicle which does not meet the safety requirements as set forth in the Motor Vehicle and Traffic Law of the State of New York. Further, it shall be the duty of all employees to report immediately to Commissioner/Department Head or his/her designee or foreman any working conditions which appear unsafe or create an unnecessary hazard. The Town agrees to pay for an employee's safe driving course, if feasible, for any employee as determined by the Town, who is required to drive a Town vehicle in the exercise of the employee's duties. Should the Town offer defensive driving courses, an employee may attend free of charge.

- (B) While on duty, employees must at all times wear their uniforms and name tags, if issued, and carry their Town issued ID, unless otherwise directed by the Commissioner or his/her designee. Upon termination/resignation of employment, all uniforms, name tags, the Town issued ID, and all other Town property must be returned to the Town. Uniforms must not be worn while off-duty, except for travel directly to and from work.

SECTION 6: Legal Counsel.

The Town will pay reasonable legal fees for the defense of any employee in any action arising out of an alleged assault by the employee on Town business provided that after all proceedings have been concluded, either in a court of competent jurisdiction or by an administrative board having jurisdiction, it has not been determined that an employee requesting reimbursement for legal services was guilty or at fault.

SECTION 7: Public Officer's Law.

Employees shall receive the protection of Public Officer's Law Section 18 to the extent provided by Town Board resolution. This section of the contract shall not be arbitrable.

SECTION 8: Director of Labor Relations.

The Town will inform C.S.E.A. of which individual(s) will be responsible for labor management relations on behalf of the Town.

SECTION 9: Labor Management Committee.

A Labor Management Committee made up of two members of the bargaining unit designated by the unit, and two members of management designated by management, shall meet on an as-needed basis at the request of the Unit or the Town for the purpose of addressing health/safety issues and other miscellaneous issues which may arise. The Unit and the Town shall make every effort to schedule the meetings during a time when Unit representatives are not scheduled for a shift. In addition, the Town shall invite one member of the bargaining unit designated by the unit to attend labor management committee meetings attended by full-time bargaining unit representatives when, in the judgment of the Town, the issues to be discussed therein will directly affect part-time bargaining unit employees.

SECTION 10: Identification Cards.

The Town shall provide identification cards to each employee which will be worn or carried at all times when on duty. Employees shall be required to submit their picture to the Town so that the Town can then prepare the identification card for each employee.

SECTION 11: Collective Bargaining Agreement.

The Town will make every reasonable effort to supply employees with copies of the contract as soon as reasonably possible.

SECTION 12: Blood Donation

The Town agrees to provide two (2) hours of compensatory time to employees who give blood at two of the three Town sponsored blood drives.

SECTION 13: Vehicles.

The assignment of a vehicle to an employee shall not be considered a term and condition of employment, and the Town reserves the right to take such vehicle away at any time.

SECTION 14: Drug/Alcohol Testing.

The Town may require employees to submit to random drug/alcohol testing, reasonable suspicion drug/alcohol testing, and drug/alcohol testing when an employee is involved in an accident which results in damage to property or person. Should an employee test positive for unlawful drugs for the first time, and on a random test, the employee will not be terminated, but will be suspended for a minimum of thirty (30) days, will be required to participate in the Employee Assistance Program ("EAP"), will be required to comply with all EAP recommendations, and may only return to work after the minimum thirty (30) day suspension if released to do so by EAP. Should an employee test positive for unlawful drugs on a reasonable suspicion or post-accident test, or should an employee test positive for alcohol on a random, reasonable suspicion, or post-accident test, they shall be terminated at the Town's sole discretion, but shall be re-employed in the same or similar position, should there be a vacancy, upon demonstration that they have successfully completed a certified drug/alcohol program. Should any employee test positive for a second time, whether for unlawful drugs or alcohol, they shall be terminated without any chance of re-employment.

SECTION 15: Physical Examination.

Employees may be required to submit to an annual physical examination or an examination when, in the judgment of the Commissioner or his/her designee, there is reason to question the employee's ability to perform the duties of his/her position. All such examinations shall be at the Town's expense.

SECTION 16: Addresses

Every employee shall be required to provide their legal address, not a post office box, to the Town, and immediately advise it of any changes.

ARTICLE X
LIMITATIONS OF AUTHORITY

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Town are retained by it, including, but not limited to the right to determine the mission, purpose, objectives and policies of the Town; to determine the facilities, methods, means and number of personnel required by the conduct of Town programs; to administer the Town Personnel Program, including the examination, selection, recruitment, hiring, appraisal, retention, promotions, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish duty statements for each class of position and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE XI
GRIEVANCES AND GRIEVANCE
PROCEDURES

SECTION 1: Grievance Procedure.

Any and all disputes arising out of or concerning the interpretation or application of the terms of this Agreement shall be adjusted as set forth in this procedure.

SECTION 2: Consideration of Grievances.

Employees, officers of the C.S.E.A., Commissioner/Department Head or his/her designee are expected to exhaust every administrative device to settle amicably all differences of opinion. However, those differences of opinion which cannot be settled informally may be presented through a more formal procedure providing that disputes are referred within twenty (20) business days of the date of the occurrence or the time when the employee should have been aware of such occurrence.

The Town agrees to furnish a standardized "Grievance Form" which shall be used to initiate proceedings through regular supervisory channels in the following order:

(A) Step One--The Division Director or Immediate Supervisor:

The employee shall first request an interview with his Division Director or immediate supervisor. The Division Director or immediate supervisor shall, within five (5) business days of such request, discuss the grievance with the employee concerned. In matters for which the Division Director or immediate supervisor is responsible, such as work assignments or work quotas, said Division Director or immediate supervisor shall make a determination within five (5) business days of discussion. In matters beyond the authority of the Division Director or immediate supervisor, the Division Director or immediate supervisor shall advise the employee to submit the grievance in writing so that it may be taken up at the second step with the Commissioner/Department Head or his/her designee.

(B) Step Two--The Commissioner/Department Head or his/her designee:

If the grievance is not satisfactorily settled at the first step, the employee may, within three (3) business days, request a review by presenting said grievance, in written form, to the Commissioner/Department Head or his/her designee. The Commissioner/Department Head or his/her designee shall meet with the employee and his representative, if any, and within five (5) business days of the informal hearing, give a determination in writing to the employee, with a copy for the Division Director or immediate supervisor.

(C) Step Three--An Appeal From the Commissioner/Department Head or his/her designee's Determination:

Upon failure to resolve his/her grievance satisfactorily at the department level, the employee may appeal in writing to the Director of Labor Relations or anyone appointed by the Town Board to act as Director, within ten (10) days of receipt of a Commissioner/Department Head or his/her designee's decision. The Director shall have then (10) business days from the time that the grievance is submitted to in which to endeavor to resolve and/or answer the grievance in writing. If the grievance remains unresolved, either the Town or C.S.E.A. may, within fifteen (15) additional working days, submit the dispute to arbitration, pursuant to Section 3 below. Employees who are involved in arbitration shall suffer no loss of time or compensation. The cost of the arbitration shall be borne equally by the C.S.E.A. and the Town. If the Town or C.S.E.A. fails to proceed to arbitration within said period, it shall be barred from proceeding the grievance to arbitration.

SECTION 3: Arbitration.

Arbitration shall be invoked by the C.S.E.A. or the Town by requesting, with notice to the other party, the New York State Public Employment Relations Board to appoint an arbitrator. The Board shall submit a panel of five arbitrators to both parties who shall indicate their preference among such panel so that the appointment of the arbitrator shall be based upon such preferences. In the event that the parties cannot agree upon a mutual choice from the panel of five arbitrators, an arbitrator shall be appointed by the New York State Public Employment Relations Board.

- (A) The arbitrator shall have the power to summon, question and examine any employee and to require production of books, papers or such other evidence as may be deemed necessary.
- (B) The arbitrator shall meet with the parties within five (5) days after his appointment as such arbitrator.
- (C) The arbitrator shall make final and binding decisions on all matters or procedure before him.

- (D) The arbitrator shall have the opportunity to make a final and binding decision upon any timely and properly presented claim by either party that the other has violated this agreement, except that the arbitrator shall not have such authority respecting any matter as to which (a) the Town retains exclusive rights under this agreement or by operation of law or otherwise, or, (b) another method of review is prescribed or made applicable by law or rule or regulation having the force and effect of law. The arbitrator shall be without power or authority to make any decision which requires the Town to commit an act prohibited or affirmatively permitted by law or rule or regulation having the full force and effect of law ~~which violates or adds to any provision of this agreement or any validly existing rule or regulation of the Town.~~ On application of the Town to the New York Supreme Court within ninety (90) days after its delivery, the decision of an arbitrator may be vacated on the ground that it violates this paragraph or on any ground upon which relief may be sought under Section 7511 or 7803 of the Civil Practice Law and Rules.
- (E) Findings and decisions are to be transmitted to the Association and the Town and shall be enforced by them respectively, as the case may be.

ARTICLE XII
CONFORMITY TO LAW

In the event any provision or provisions hereof are held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and the parties will meet to negotiate a successor provision.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement this day of , 2016.

TOWN OF BROOKHAVEN
BY: Edward P. Romaine
EDWARD ROMAINE, SUPERVISOR

CSEA
BY: [Signature]
LABOR RELATIONS
SPECIALIST

CSEA
BY: [Signature]
Ronald St. Cyr
Regional Director, CSEA-7-1





