



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Shelter Island, Town of and Shelter Island Town Employees Unit, CSEA Local 1000, AFSCME, AFL-CIO, Suffolk County Local 852 (2016)**

Employer Name: **Shelter Island, Town of**

Union: **Shelter Island Town Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **Suffolk County Local 852, 1000**

Effective Date: **01/01/2016**

Expiration Date: **12/31/2018**

PERB ID Number: **9465**

Unit Size: **12**

Number of Pages: **18**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

by and between the

TOWN OF SHELTER ISLAND

and the

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

CSEA

**Town of Shelter Island Unit
Suffolk County Local 852**

January 1, 2016 - December 31, 2018

7/12/16

THIS AGREEMENT, made and entered into this day __ of July, 2016 by and between the Town of Shelter Island, a New York municipal corporation, having its principal place of business at 38 North Ferry Road, Shelter Island, New York, 11964 ("the Town"), and the CSEA, Inc. Local 1000, AFSCME, AFL-CIO, a membership corporation of the State of New York ("the Association").

WITNESSETH:

WHEREAS, the parties hereto desire to make and arrange the terms and conditions under which certain employees of the Town of Shelter Island shall work and perform their duties; and

WHEREAS, the parties desire to enter into a collective bargaining agreement ("the Agreement") setting forth wages and the terms and conditions of employment.

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

ARTICLE I - RECOGNITION

The Association is recognized by the Town as the sole and exclusive representative for regular full-time employees in the following job titles: custodian, assessor clerk, clerk typist, senior account clerk, clerk, building inspector, secretary to the Highway Superintendent, justice court clerk, and deputy town clerk ("the Employees"). Excluded from the unit are deputy town clerk Sharon Jacobs (on the basis that she is a confidential employee under the Taylor Law) and all other titles.

ARTICLE II - DUES DEDUCTION/AGENCY FEE

The Town shall deduct from Employees' wages and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll basis, regular membership dues for those Employees who sign dues deduction authorization cards.

The Town extends to the Association the rights of agency shop and agrees to remit to the Association that sum designated by the Association to the Town as agency fee. The agency fee shall be designated by the Association once per annum on or before the first of the year and the Association agrees that its agency fee shall be in accordance with legal standards and shall not violate the rights of the employees under the applicable statutes and case law defining agency fee. Upon request, the Association shall provide the Town a copy of its Agency Fee Refund Procedure.

The Association shall indemnify and save and hold the town and any of its employees, representatives, officers and/or members of the Town Board (collectively “employees”) harmless against any and all claims, demands, suits or other forms of liability that may arise by virtue of the Town’s payment to the Association of the agency fee, regular membership dues and other deductions and its deduction of same from an employee’s paycheck.

ARTICLE III - TERMS AND CONDITIONS OF EMPLOYMENT

A. WORKING HOURS

(a) Employees shall be scheduled to work the following number of hours per week:

Clerk Typist (Boards)	35 hours per week
Assessment Clerk	30 hours per week
Custodian	30 hours per week
Deputy Town Clerk	30 hours per week
Clerk Typist (Building)	35 hours per week
Senior Account Clerk	35 hours per week
Building Inspector	35 hours per week
Secretary to the Highway Superintendent	35 hours per week
Justice Court Clerk	40 hours per week
Clerk (Police)	40 hours per week

The Town has the discretion to increase an employee’s regular work week to up to and

including 40 hours per week. An employee whose work hours are increased shall be compensated at the employee's hourly rate for the additional hours being worked. The Town shall provide an employee at least one month's notice prior to increasing the employee's hours.

(b) Notwithstanding anything to the contrary in paragraph (a) above, the Town may, in its discretion, determine and alter the scheduling and length of shifts provided, however, that no employee's work week shall be reduced below that employee's then existing hours per week as the result of that determination. The Town agrees to provide reasonable prior notice to the affected employees and the Association of any determination and agrees that no change in an employee's schedule or length of shift will be made in an arbitrary or capricious manner or for the sole purpose of avoiding the payment of overtime.

(c) Employees are entitled to a one hour unpaid meal break each day.

(d) Employees shall receive a 10-minute break in the morning and a 10-minute break in the afternoon each day. An employee does not have the right to decide not to take a break.

B. OVERTIME/COMPENSATORY TIME

All employees shall receive straight time for all additional hours actually worked in a calendar week that exceed their regular work week until the actual number of hours worked exceeds 40 hours, at which time the employee shall be compensated at the rate of one and one half times the normal rate for all additional hours actually worked.

Employees may receive, in lieu of overtime, compensatory time off at the straight time rate or at the rate one and one half hours for each hour of overtime actually

worked as determined in the previous paragraphs. Employees may accrue no more than 40 hours of compensatory time at any one time. Any employee who has accrued more than this amount shall be paid in cash for this additional time in the second payroll of each calendar year. Utilization of compensatory time requires the prior written permission of the department head at least 48 hours in advance.

C. Salary

1. Starting Salaries. Each job title shall be allocated to a Grade with a corresponding starting salary as follows:

Grade 2 \$16.75 per hour

Custodian

Grade 3 \$18.10 per hour

Clerk Typist (Boards)
Clerk (Police)
Assessment Clerk
Clerk Typist (Building)

Grade 4 \$20.10 per hour

Senior Account Clerk
Deputy Town Clerk
Justice Court Clerk
Secretary to the Highway Superintendent

Grade 5 \$24.00 per hour

No current title

Grade 6 \$26.50 per hour

Building Inspector I

Grade 7 \$28.75 per hour

Building Inspector II

2. Employees shall receive the following increases to their base salary:

A. Effective January 1, 2016, employees will receive a 2% increase to their base salary. Effective January 1, 2017, employees will receive an additional \$800 increase to their base salary. Effective January 1, 2018, employees will receive an additional \$800 increase to their base salary.

B. In order to codify the current practice, the Deputy Town Clerk will continue to receive a prorated \$1,500 annual stipend, payable in equal biweekly amounts, for additional work performed at the Town Clerk's direction.

C. Effective January 1, 2016, any employee in the Civil Service title of Custodian will receive an annual \$200 clothing allowance.

D. HEALTH INSURANCE.

1. (a) Employees hired prior to January 1, 2007. The Town shall provide the Town's health insurance plan for all Employees and pay 100% of the cost of the health insurance premiums for all employees.

Upon retirement for these employees, the service requirement for receipt of health insurance (individual or family coverage) in retirement shall be 10 consecutive years of service with the Town, and the employee must either (1) be employed by the Town on the last date immediately prior to retirement into the New York State Employees Retirement System; or (2) have been employed by the Town as his/her last public sector employer, and have continuously self-paid his/her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS rules and Regulations (Part 256). The Town will pay 100% of the retiree health insurance premiums for these employees.

(b) Employees hired on or after January 1, 2007. Employees shall be eligible for health insurance only after the completion of three consecutive months of active service with the Town. After the employee has completed three consecutive months of active service, the Town shall pay 80% of the cost of health insurance premiums under the Town's health insurance plan.

Upon retirement for these employees, the service requirement for receipt of health insurance (individual or family coverage) in retirement shall be 10 consecutive years of service with the Town, and the employee must either (1) be employed by the Town on the last date immediately prior to retirement into the New York State Employees Retirement System; or (2) have been employed by the Town as his/her last public sector employer, and have continuously self-paid his/her health insurance premiums to, and remained enrolled in, the Town's health insurance plan between the last date of service with the Town and the date of vesting and receipt of benefits from the NYSERS, whichever is applicable, as set forth in the NYSERS rules and Regulations (Part 256). The Town will pay 80% of the retiree health insurance premiums for these employees.

(c) Employees hired on or after April 22, 2016 must, in addition to meeting the requirements of paragraph (b), have 20 consecutive years of service with the Town in order to be eligible for retiree health insurance. In addition, all employees hired on or after April 22, 2016 will pay 65% of the premium cost for dependent coverage.

2. The Town shall have the right to change to a comparable or better health insurance plan or carrier or to self-insure after prior notice in writing of at least 30 days and consultation with the Association.

3. An employee may elect to change enrollment at any time between

November 1 and November 30 from family to individual coverage or to eliminate coverage under the Town's Health Insurance Plan provided pursuant to this Agreement. In this event, the employee shall receive 50% of the premium savings to the Town, provided the employee maintains in this reduced status for a period of 12 consecutive months. The 50% savings available to employees upon election shall be distributed in biweekly increments throughout the year, provided the employee remains uncovered by family coverage under the Plan. It is understood that once an employee has waived coverage for a particular year, the employee may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another source. Emergency shall include loss of employment, or termination of insurance for a spouse whose employer has provided the alternative insurance. Emergency shall not include the change of any such alternative insurance from a noncontributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's employer. In the case of an employee who reenrolls in fewer than 12 months, no payments shall be made and the Town shall recoup any payments already made to the employee from an equal amount of the employee's bi-weekly paychecks. This Section will be implemented in accordance with NYSHIP Policy Memorandum 122r3 unless and until it is invalidated by the New York Court of Appeals.

4. Employees shall not be eligible to be covered under the Town's health insurance plan if they are eligible for coverage under another Town employee's Town health insurance plan. The employee may reinstate coverage in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and

regulations. At retirement, an employee who would otherwise be eligible for retiree health insurance but for the operation of this provision, shall continue to be ineligible for retiree health insurance. However, during retirement, the former employee may reinstate his/her own individual health insurance coverage (or family coverage if the employee has dependents as defined in the plan) in the event of an emergency causing the loss of the other person's Town health insurance, consistent with the rules and regulations of the Town's health insurance plan and applicable laws and regulations.

E. VACATION LEAVE

(1) Employees are eligible for paid vacation based on the following schedule in which length of employment is measured from the completion of each January 1st :

After 1 year of service - 10 working days

After 5 years of service - 15 working days

After 10 years of service - 17 working days

After 15 years of service - 20 working days

After 20 years of service - 25 working days

After 25 years of service - 30 working days

No employee shall be able to utilize any vacation days until he/she has completed one year of actual service.

(2) Employees must request and receive prior approval in writing from their Department Head in order to utilize vacation leave, utilizing the Town Leave Request Form. This form shall be submitted to the Department Head at least two weeks in advance for a vacation of one week or more and at least 48 hours in advance of a vacation of less than one week in duration. Vacation days may not be taken in less than one-half

day increments.

(3) Employees may carry over a maximum of 10 vacation days from one year into the next year. However, these days must be used during the second year and may not be subsequently carried over.

(4) Employees shall not be paid for accumulated vacation days.

(5) An employee, on an annual basis, may request payment for up to five unused vacation days provided that the employee submits this request to his/her Department Head in writing on or before September 1 for payment to be made the following January.

F. PERSONAL LEAVE

All employees shall be entitled to three personal days per year. Personal leave days are for personal business that cannot be conducted outside of regular working hours such as legal matters, medical visits for family members and funerals outside the immediate family. Personal days shall not be used in lieu of vacation and shall not be used before or after a holiday or other leave time. Employees must request and receive prior approval in writing from their department head to utilize personal leave, utilizing the Town Leave Request Form at least 48 hours in advance, except in the case of emergency. Unused personal days each year shall be converted to accumulated sick leave.

G. SICK LEAVE.

Employees shall be entitled to 22 paid sick days per year. All employees hired on or after January 1, 2012 will be entitled to 15 paid sick days per year, accumulated 1.25 days per month. Sick days may be accumulated to a maximum of 90 days at any one time. Sick days are for personal illness only except that five sick days

per year may be used for the illness of a spouse, child or anyone else living in the immediate household. Employees shall not be paid for accumulated sick days.

(1) The Town reserves the right to require a doctor's certification to verify an illness of three days or more or to verify an employee's ability to perform job duties. The Town may direct an employee to a doctor, at the Town's expense, at any time to confirm an employee's ability to perform his/her job duties.

(2) Employees must call in sick not later than one hour prior the start of the work day.

(3) An employee who has been absent due to illness shall not be entitled to work overtime until the employee has been back to work for at least one complete regular working day.

(4) Upon return to work following the utilization of sick leave, employees must certify to his/her Department Head the amount of sick leave utilized.

H. VACATION, PERSONAL, SICK LEAVE ACCUMULATION

Employees will be credited with their annual vacation, personal, and sick leave as of January 1 of each year. This time shall be prorated on a monthly basis for any employee hired after January 1 of each year. This time, including vacation, shall also be prorated, retroactively if necessary, on a monthly basis for employees on a leave of absence for any reason or suspended from duty.

If any employee for any reason does not complete any respective calendar year in the employ of the Town, that year's vacation, personal and sick leave shall be retroactively prorated. If an employee is determined to have exceeded that year's allotment in any leave category, the Town will deduct any monies owed to the Town

from the employee's final paycheck. If the employee's final paycheck is insufficient to meet the employee's actual or potential repayment obligations, the employee shall be deemed to have consented to recoupment based on terms and conditions to be set by the Town at the time of recoupment. Any dispute as to the amount of the recoupment shall be subject to the grievance procedure.

Employees who separate from employment prior to the completion of the initial probationary period shall not be entitled to payment for any accrued unused leave time.

I. HOLIDAYS

All Employees shall be compensated for the following holidays:

- | | |
|---------------------------|--------------------------|
| 1. New Year's Day | 7. Independence Day |
| 2. Martin Luther King Day | 8. Labor Day |
| 3. Lincoln's Birthday | 9. Columbus Day |
| 4. President's Day | 10. General Election Day |
| 5. Good Friday | 11. Veterans Day |
| 6. Memorial Day | 12. Thanksgiving Day |
| | 13. Christmas Day |

In addition, Christmas Eve shall also be a holiday if it falls on a Monday through Friday.

In the event that a holiday (except Christmas Eve) falls on a Saturday, the Friday immediately preceding the holiday shall be observed as the holiday. In the event that a holiday (except Christmas Eve) falls on a Sunday, the Monday immediately following the holiday shall be observed as the holiday.

An employee will not be eligible for holiday pay if the employee calls in sick on the work day before or after a holiday.

J. BEREAVEMENT LEAVE

Employees shall receive up to four work days per death for bereavement leave for a death in the immediate family, defined as the employee's spouse, child,

stepchild, father, mother, stepparent, brother, sister, grandparent, grandchild, niece, nephew, mother-in-law, father-in-law, brother-in-law and sister-in-law. One work day of bereavement leave may be utilized for the death of an individual, not referenced above, living in the same household of an employee. These days shall be taken for religious or other similar observances or obligations contiguous to the death.

K. JURY DUTY

If an Employee is required to serve on jury duty, the Employee shall receive full pay for not more than four calendar weeks from the Town. Any related fees received by the employee shall be paid to the Town.

L. LONGEVITY

Employees shall be paid longevity as follows:

After 5 years of service	\$1,000.00
After 10 years of service	\$2,000.00
After 15 years of service	\$3,000.00
After 20 years of service	\$4,000.00

These payments are non-cumulative and shall apply to all full-time employees. Longevity will be based upon the date of full-time employment and shall be paid in a lump sum each year during the pay period following the employee's anniversary date of employment.

M. GRIEVANCES

1(a) A 'grievance' shall be defined as a claim by an employee or the Association of a violation of a specific provision of this Agreement, and excluding all other matters.

1(b) A grievance may be entertained by the Town only if it is filed within five calendar days from the day on which the employee knew or should have known about the act or conditions upon which the grievance is based.

2(a) STEP ONE - A written grievance shall be submitted to the department head. As a condition precedent to the initial filing and processing of a grievance, the employee (or, in the case of a "class action" grievance, the Association) must fully complete and submit the Town provided grievance form to his/her department head. The Town shall have no obligation to take any action with respect to a potential grievance if the grievance form is not fully completed and submitted to the department head. The department head will respond within 20 calendar days.

2(b) STEP TWO - If a grievance is not satisfactorily resolved at Step One, the Association may appeal in writing to the Town Board within five calendar days of the Association's receipt of the Step One response. The failure of the Association to comply with and appeal within the contractually proscribed procedures and time lines shall result in the Association's written consent to the Town's dismissal of the grievance. The decision of the Town Board shall be rendered within 30 calendar days after its receipt of the appeal. The decision of the Town Board shall be final and binding.

ARTICLE IV- MISCELLANEOUS CONDITIONS

All employees shall abide by the following conditions of employment, in addition to any other applicable laws, rules, policies, procedures, etc:

A. All Employees shall submit a timely Leave Report to their Department Head on a form created by the Town, certifying the amount of any and all leave utilized during each payroll period.

B. Employees shall not be permitted to utilize any Town property and/or equipment for personal use.

C. Employees shall, upon reasonable notice, be entitled to examine their official personnel file and upon request shall, within a reasonable period of time, be furnished with a copy of any non-confidential material (confidential, for example, may include such items as pre-employment matters). Upon an employee's second request within any year, the employee shall be furnished with a copy of any non-confidential material in his/her personnel file at the rate of \$.25 per page.

D. The Association shall be permitted to utilize Town facilities for meetings provided at least one calendar week's notice is afforded to the Town Supervisor and the Town Clerk.

E. One bulletin board shall be reserved at an accessible place at Town Hall for the use of the CSEA or the purpose of posting material dealing with proper and legitimate Association business.

F. Employees shall be provided with the IRS mileage rate reimbursement for any Town mandated use of their personal vehicle for Town business purposes.

G. Employees shall not lose any salary or use of accrued time for any absence due to their required appearance as a defendant or witness on behalf of the Town in any court action.

H. Any Employee who is recalled to work by his/her Department Head to perform his/her regular job duties due to an emergency shall receive a minimum of four hours' compensation. Recall shall be deemed to have commenced when the employee is first notified to report to work.

I. Except as expressly limited by a specific provision of this Agreement, the Town reserves the right to determine the standards of service to be offered by its various departments; to set the standards of selection for employment; to regulate work schedules; to take disciplinary action; to abolish positions; to create new positions; to hire, transfer, promote, demote; to require overtime work; to maintain the efficiency of governmental operations; to determine the type and scope of work performed by employees; to determine work locations; to specify work requirements; to determine the location and relocation of facilities or parts thereof; to take all necessary actions to carry out its mission in emergencies; to effect technological changes; to determine procedures for evaluation and observation of employees; to establish attendance and leave policies and to establish work rules for employees.

J. This Agreement constitutes the complete and entire agreement between the parties. The Town and the CSEA each voluntarily and unqualifiedly agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or any right authorized by law or this Agreement.

K. Pursuant to New York State Civil Service Law Section 207 (3), the Association affirms that it does not have the right to strike or to take a job action against the Town, to assist or participate in any strike or job action, or to conduct, assist or participate in any strike or job action.

ARTICLE V - DRUG TESTING

If at any time the Town institutes a Town-wide drug and alcohol – testing program, the CSEA members shall be obligated to participate in the program. This

7/12/16

program will not include and is not in lieu of any other testing that is required by law.

ARTICLE VI - INTERPRETATION OF AGREEMENT

A. Pursuant to the New York State Civil Service Law, Section 204(a), 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

B. This Agreement states the full understanding of the parties and any changes or amendments thereto shall not become effective unless they are in writing and signed by the parties. Oral agreements or understandings shall not be recognized and shall have no force or effect.

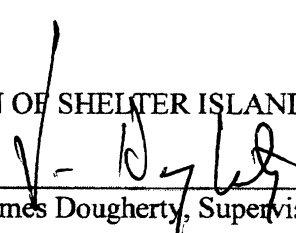
C. This Agreement shall be interpreted in accordance with the applicable laws of the State of New York.

ARTICLE VII - DURATION

This Agreement will be effective January 1, 2016 through and including December 31, 2018.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal this 22nd day of ~~July~~ ^{September} 2016.

TOWN OF SHELTER ISLAND

By: 
James Dougherty, Supervisor

7/12/16

CSEA, Inc. Local 1000 AFSCME, AFL-CIO

By: Mary Ellen McGayhey
Mary Ellen McGayhey, President

By: Rachel Langert
Rachel Langert, LRS