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Contract Database Metadata Elements

Title: **Brookhaven, Town of and Senior Lifeguards and Water Safety Instructors Unit, Long Island Public Service Employees, United Marine Division, International Longshoremans Association (ILA), AFL-CIO, Local 342 (2002) (MOA)**

Employer Name: **Brookhaven, Town of**

Union: **Senior Lifeguards and Water Safety Instructors Unit, Long Island Public Service Employees United Marine Division, International Longshoremans Association (ILA), AFL-CIO**

Local: **342**

Effective Date: **01/01/02**

Expiration Date: **12/31/06**

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MEMORANDUM OF AGREEMENT

It is agreed by and between the Town of Brookhaven and Local 342, Long Island Public Service Employees United Marine Division, International Longshoreman's Association, AFL-CIO that the collective bargaining agreement covering the unit of Lifeguards and Senior Lifeguards shall continue in full force and effect except for the following changes and/or modifications: *and Water Safety Instructors*

1. Five year contract effective January 1, 2002 through December 31, 2006.
2. In each year of this contract, except as otherwise provided herein, the salaries shall increase by the percentage increase in the consumer price index (published by the Bureau of Labor Statistics All Urban Consumers U.S. City Average All Items) in the one year period ending March 31st prior to the effective adjustment with a minimum of not less than two (2%) percent and a maximum of not more than four (4%) percent. In the event such inflation rate is one (1%) percent or less, the salary increase shall be one and one-half (1½%) percent. In the event such inflation rate is five (5%) percent or above, the salary increase shall be four and one half (4½%) percent. However, in the event such inflation rate is ten (10%) percent or above, the salary increase shall be five (5%) percent. The exception to the foregoing shall be Step 1 for Lifeguard I which shall remain at \$8.35 for 2002 and may remain at \$8.35 for 2003; and Step 1 for Water Safety Instructor which shall be \$8.00 for 2002 and in 2003 shall be determined by increasing \$8.35 by the CPI index. The salary schedule for 2002 is annexed hereto. Prior to the commencement of a season the Town shall provide Local 342 with the salary schedule for the upcoming season. Commencing 2003, there shall be added a Water Safety Instructor IV with an hourly rate of \$11.50 plus the applicable CPI index.
3. The grievance procedure annexed hereto shall be incorporated into the contract.
4. Water Safety Instructors holding the Civil Service title of Recreation Specialist shall be added to the recognition clause but the Program Supervisor and Assistant Supervisor shall be excluded.
5. Article 2 shall be amended to state that the Water Safety Instructors will be scheduled for between 35-40 hours per week, exclusive of a ½ hour unpaid lunch break.
6. Article 5 shall be amended to provide that Water Safety Instructors shall receive each year two bathing suits, two shirts, one jacket, one sweatshirt and one pair of sweatpants. The jacket, sweatshirt and sweatpants must be returned at the end of the season.

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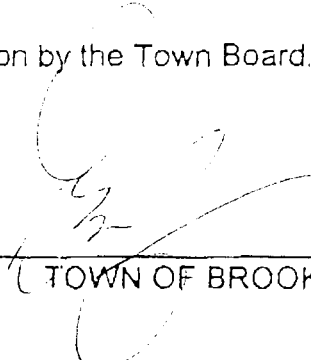
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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

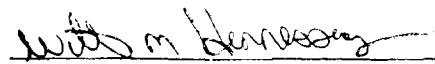
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7. Those Lifeguards and Water Safety Instructors who have been employed consecutively for at least ten full seasons, but less than fifteen full seasons, shall receive a longevity payment of \$137.50; at least fifteen full seasons but less than twenty full seasons shall receive a longevity payment of \$162.50; twenty or more full seasons shall receive a longevity payment of \$200. Should an employee work more than a full season, defined as three months, the payment shall be increased proportionately. If the employee works less than a full season, or less than full time the payment shall be decreased proportionately. An employee otherwise entitled to a longevity payment who must leave the Town's employment prior to the end of the season, due to the requirements of his/her full time employment elsewhere, shall receive the payment decreased proportionately. An employee who leaves prior to the end of the season for any other reason, will be entitled to a longevity payment within the Town's sole discretion.
8. This agreement is subject to ratification by the Town Board.

Dated: 1/23/03


TOWN OF BROOKHAVEN

Dated: 1-23-03


Local 342, Long Island Public Service Employees
United Marine Division, International
Longshoreman's Association, AFL-CIO

SALARY SCHEDULE - LIFEGUARDS & WATER SAFETY INSTRUCTORS

TOWN TITLE	CIVIL SERVICE TITLE	2002 HOURLY
OCEAN OR LARGE BCH. SR. GUARD	SENIOR LIFEGUARD	12.68
SENIOR GUARD	SENIOR LIFEGUARD	12.07
OCEAN GUARD V	LIFEGUARD/OCEAN WATER	11.97
OCEAN GUARD IV	LIFEGUARD/OCEAN WATER	11.69
OCEAN GUARD III	LIFEGUARD/OCEAN WATER	11.41
OCEAN GUARD II	LIFEGUARD/OCEAN WATER	11.14
OCEAN GUARD I	LIFEGUARD/OCEAN WATER	10.87
LIFEGUARD V	LIFEGUARD/STILLWATER	10.42
LIFEGUARD IV	LIFEGUARD/STILLWATER	10.15
LIFEGUARD III	LIFEGUARD/STILLWATER	9.87
LIFEGUARD II	LIFEGUARD/STILLWATER	9.59
LIFEGUARD I	LIFEGUARD/STILL OR POOL	8.35
WATER SAFETY INSTRUCTOR III	RECREATION SPECIALIST	10.76
WATER SAFETY INSTRUCTOR II	RECREATION SPECIALIST	9.73
WATER SAFETY INSTRUCTOR I	RECREATION SPECIALIST	8.00

GRIEVANCE PROCEDURE

- A. Any and all disputes arising out of or concerning the interpretation or application of a provision of this Agreement shall be adjusted as set forth in this procedure.
- B. Step 1-Any employee who feels aggrieved shall fill out the standard grievance form which shall be available from his/her department. The written grievance shall be presented to a representative of the Department of Parks and Recreation designated by the Town provided, however, that no dispute shall be considered timely if not filled within twenty (20) working days from the time the employee knew, or should have known, of the occurrence of the alleged contract violation. The dispute will be submitted in written form and will be signed by the employee(s) alleging such contract violation. The representative of the Department of Parks and Recreation designated by the Town shall have twenty (20) working days to provide a written response. Failure to do so shall constitute automatic denial of the grievance.
- C. Step 2-In the event such grievance is not resolved, it shall be presented to the Commissioner or his/her designee, within five (5) working days from receipt of the Town's response at Step 1, or from when such response was due, whichever is earlier. The Commissioner or his/her designee shall have twenty (20) working days to provide a written response. Failure to do so shall constitute automatic denial of the dispute.
- D. Step 3-In the event such dispute is not satisfactorily adjusted at Step 2, it shall be presented to the Town Supervisor, or his/her designee for final determination within five (5) working days from the receipt of the response from the Commissioner or his/her designee, or from the date such response was due, whichever is earlier.

E. The employee, if he/she chooses, may be represented by an Association representative at each step of the grievance procedure.

F. Failure to submit the grievance at any step of this procedure within the time frame designated therein shall constitute a withdrawal of the grievance.