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Union: Village of Quogue Highway/ Department of Public Works Unit, CSEA, AFSCME, AFL-CIO

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AGREEMENT

by and between the

VILLAGE OF QUOGUE

and

CSEA, Local 1000 AFSCME, AFL-CIO

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APR 12 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Village of Quogue Unit
Suffolk County Local 852

June 1, 2003 - May 31, 2008

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AGREEMENT made and entered into this 1st day of June, 2003 by and between the VILLAGE OF QUOGUE, an incorporated Village and a political, sub division of the State of New York (hereinafter referred to as the, "EMPLOYER"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, SUFFOLK LOCAL 852 QUOGUE VILLAGE UNIT an association having its principal place of business in COMMACK, New York (hereinafter referred to as the 'ASSOCIATION')

WITNESSETH; Whereas, the parties hereto desire to make and arrange terms and conditions under which laborers, heavy equipment operator and working foremen of the HIGHWAY AND PUBLIC WORKS DEPARTMENT OF THE Village of Quogue shall work and perform their duties, and

WHEREAS, the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO is recognized as the bargaining representative by the Village of Quogue for all members of such Association, consisting of all full time employees of Quogue Village Highway and Public Works Department, and

WHEREAS, the parties desire to enter into a collective bargaining agreement (hereinafter referred to as "This Agreement"), setting forth the amount of wages to be paid to such employees of said department and the conditions and terms of their employment,

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

SECTION 1. The Agreement shall encompass the rate of wages and the conditions of employment of all full time employees of the Quogue Village Highway and Public Works Department who have the designation of Laborer, Heavy Equipment Operator and Working Foreman.

SECTION 2. The Association represents that it has authority to negotiate, bargain and agree for and on behalf of its members who are all such employees of the Quogue village Highway Department and the Association hereby agrees on behalf of itself and all such members and employees that it and each of them will faithfully perform all of the terms and conditions of this Agreement on their respective parts to be performed.

SECTION 3. The Employer recognizes the Association as the sole and exclusive bargaining agent and representative for all Laborers, Heavy Equipment Operator and Working Foremen employed full time in the Quogue Village Highway and Public Works Department.

SECTION 4. The Association agrees in consideration of the recognition granted to it as the exclusive bargaining representative of the members of the Department, that it will not during the term of this Agreement engage in or assist or participate in any strike, slow down, job action or any other or similar form of work stoppage or encourage or impose an obligation on members of the Department to conduct, assist or participate in any strike and that any dispute or grievance arising out of or under the terms of the Agreement or involving the application and interpretation of any provision of this Agreement shall be resolved by the parties hereto, or if they are unable to resolve the same, by invoking the procedures provided under the Public Employment Relations Act of the State of New York.

SECTION 5. The regular hours of work shall be eight (8) hours in anyone day and not more than forty (40) hours a week. The regular work day shall commence at 7:30 A.M. and conclude at 4:00 P.M. The lunch period shall be from 12:00 Noon to 12:30 P.M., unless otherwise scheduled by the Village Trustee charged with the supervision of the department.

SECTION 6. The annual rate of salary (which shall be payable bi-weekly) for the duration of this Agreement for all members of the Quogue Highway and Public Works Department covered by this Agreement shall be set forth in Schedule "A" annexed hereto and made a part thereof, with the same force and effect as if herein set forth at length. Checks will be issued the day before a payday falling on a holiday.

It is agreed that the Village shall be free to unilaterally fix the salary on any new employee hired during the term of this Agreement. However, any such employee shall thereafter be subject to the terms of any future agreement which is executed by the parties hereto.

SECTION 7. Whenever a member of the Quogue village Highway and Public Works Department covered by this Agreement shall work more than eight (8) hours in anyone day, then and in that event he/she shall be paid for any overtime at a wage rate of one and one half times the regular hourly rate. Such regular hourly rate shall be computed using the salary of schedule "A" plus the longevity of schedule "B". Such payment to be made within two weeks of such overtime.

If an employee elects to have overtime pay as compensatory time the following shall be applied: Compensatory time off for overtime hours worked (in lieu of overtime pay) shall be at the rate of one and one-half (1 1/2) hours of compensatory time off for each overtime hour worked. Employees shall be able to accumulate a maximum of forty (40) hours of compensatory time in any calendar year.

Compensatory time off must be claimed by the employee prior to the process of overtime pay by the Village. Compensatory time can be allowed or disallowed at the option and scheduling of the supervisor. Forty (40) hours of compensatory time may be carried over to a maximum of on hundred (100) hours in anyone year.

If such overtime is completely separated from the employee's regular shift hours as a result of being called back to work in a situation where he/she then is released from duty before his/her next tour of duty begins, then the employee shall be paid overtime for not less than four hours, even if he/she works less than four hours.

Whenever a member of the Department is required to work on a day off, a paid holiday, as listed in Section 8 (excluding Thanksgiving Day, Christmas, and New Year's Day), or during his/her vacation period, then and in that event, he/she shall be paid for his/her overtime at a rate of pay equal to one and one half times his/her regular hourly wage as heretofore defined.

Any employee in the bargaining unit that is required to work during the time period from 12 midnight to 11:59 P.M. on Thanksgiving Day, Christmas, or New Years Day will be paid at double time rates for such work.

SECTION 8. Employees of the Department will be paid Longevity Payments (SEE SCHEDULE B ATTACHED). Longevity payments will be made on June 30 of the year earned

For purposes of computing longevity pay, the following formula will be used: anniversary date to be June 1st of the year employed, if such employment occurs between June 1st and November 30th; and shall be the following June 1st, if employed between December 1st and May 31st.

SECTION 9. Members shall receive the following paid holidays: New Year's Day, Washington's Birthday, Good Friday, Monday after Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, Martin Luther King Day, one half day on Christmas Eve and one half day on New Year's Eve.

SECTION 10. The vacation schedule is as follows:

First Year (after 6 Months).....10 working days
Second thru 5th years.....15 working days
Sixth thru 10th years.....20 working days
Eleventh thru 20 years.....25 Working days
Over 20 years.....27 working days

The Working Foreman will prepare vacation schedules each year by June 15th, giving consideration to seniority and the working schedule of the Department. Such vacation schedule shall be approved by the Trustee in charge and filed in the Village Office.

SECTION 11. The name of the Hospitalization Plan is Village of Quogue (Self Insured) Employee Health Benefit Plan. Full time employees of the Department and retired employees of the Department are eligible to participate in the family (if Married) plan or individual plan. All premiums for said plan to be paid 100% by the Village. The CSEA Village of Quogue Unit will agree, upon ninety (90) day prior consultation to a change in the hospitalization plan provided that such plan shall provide equal or better benefits than such plan as presently in effect.

The Duchess Dental Plan and the Gold Vision Plan as offered by the CSEA will be paid for by the Employer during the life of this contract.

SECTION 12. The Employer shall make available An Improved Career Retirement Plan (Section 75 I) provided by the New York State Employees Retirement System. The Village will elect to grant the benefits of Section 41j of the Retirement and Social Security Law to the full time employees covered by this Agreement. For retirement pension calculations longevity shall be included with salary.

SECTION 13. The Employer shall furnish to each full time employee of the Quogue Village Highway and Public Works Department the following uniforms and gear: Ten (10) shirts, ten (10) trousers, five (5) orange

Village emblem T-shirts, winter jacket, rain gear, gloves and boots. The Employer agrees to pay each full time employee of the Department \$200.00 per year in the pay period following the request of a full time employee of the Department for the purpose of buying work shoes. The Employer shall also be responsible for the cleaning, laundering and replacement of the uniforms supplied.

SECTION 14. Full time employees of the Department shall be entitled each year to "sick leave" of fifteen (15) days cumulative from year to year, up to a total not to exceed one hundred seventy five (175) days. Unused accumulated sick leave may be paid for on retirement. Any employee who takes sick leave for more than one day may be required to submit a doctor's certificate stating the nature of his/her illness. Any employee who takes more than three consecutive sick leave days will require a doctor's certificate stating the nature of his/her illness. An employee may use up to five (5) days sick leave in each year in the event that his/her spouse or member of his/her immediate family living in the household cannot take care of themselves or take care of children of the employee for which the employee has the responsibility of a parent.

SECTION 15. An employee shall be entitled to four consecutive days off as leave (with pay for any scheduled work days included) for the funeral of a spouse, child, father, mother, sister or brother. These four consecutive days shall include sick leave and holidays which occur during such four day period and shall not be in addition thereto. An employee shall be entitled to up to four consecutive days off on leave with pay for the funeral of a father-in-law, mother-in-law, grandmother or grandfather, in the sole discretion of the Trustee in Charge, after his/her taking into consideration required travel time. These days shall include sick leave, holidays and days off which occur during such period and shall not be in addition thereto.

SECTION 16. The Village shall honor requests from full time employees to withhold monies from their wages for deposit in the Suffolk County Employees Credit Union.

SECTION 17. Upon termination, except for cause, an employee shall be paid for all earned but deferred benefits such as wages, compensatory time, overtime pay, unused vacation time not exceeding days worked in that contractual year, and other like compensation. If an employee is terminated for cause, he/she shall only be paid those benefits to which he/she became entitled for the fiscal year of his/her separation from service. The employee may choose between payment in one lump sum upon separation, or, alternatively, to receive the sum payable, divided into such equal yearly payments up to a maximum of five (5) equal yearly payments, payable on the anniversary date of separation. The selection of payment plans shall be made prior to March 15th in the fiscal year prior to the fiscal year of separation, and shall be irrevocable. In the event of death of an employee, the above payments shall be made to his/her designated beneficiary filed with the Employer.

SECTION 18. 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 Section.

(a) Upon becoming aware of an alleged violation, a bargaining member may have an informal discussion with his/her immediate supervisor.

(b) The employee shall reduce the grievance to writing and submit same to the Village Trustee charged with supervision of the Department within fifteen(15) work days of the conclusion of (a).The Village Trustee shall make known his/her decision in writing within five (5) work days.

(c) The employee shall appeal in writing and in person to the Mayor within 10 days of receipt of the supervising Trustee's written decision.

A written decision by the Mayor shall be rendered within 10 days

d) The employee may appeal to the Board of Trustees within 10 business days of receipt of the Mayor's decision. The Board of Trustees written decision will be rendered within 10 days of the hearing.

SECTION 19. The President of the Union or his/her designee shall be entitled to take care of union business during the normal work day without loss of pay.

SECTION 20. The Village shall supply to the unit president or his/her designee within a reasonable amount of time, the full name, address, Social Security number, item or payroll number, job title, work location, insurance deduction information, and date of employment of all bargaining unit members.

SECTION 21. AGENCY SHOP The Employer shall make dues deductions from the payroll checks of Employees in accordance with voluntarily signed, written authorizations submitted to the Employer by individual Employees provided the deductions are uniform for all Employees granting the Employer such authorization. Dues deducted in accordance with such authorizations shall be forwarded to the Association and the Employer shall be held harmless for any misfeasance, malfeasance or nonfeasance with respect to such monies.

SECTION 22. The Village shall deduct dues from members of the C.S.E.A. uniformly and consistently on each payroll and promptly pay same to the Treasurer of the C.S.E.A. Such dues deduction from the salary of each employee who has authorized same shall continue until authorization by the employee to discontinue, change or otherwise amend dues deduction shall be submitted in duplicate duly signed by the employee to the Village Treasurer who shall promptly mail one (1) copy thereof to the Treasurer of C.S.E.A.

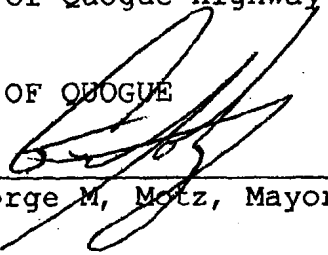
SECTION 23. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SECTION 24. During the lifetime of this Agreement, neither the Association nor the Employer shall make any rule or regulation in conflict herewith, nor shall either party continue to enforce any rule or regulation in conflict with the provisions hereof.

SECTION 25. The term of this Agreement shall be from the first day of June, 2003 to the thirty first day of May, 2008.

IN WITNESS WHEREOF the village of Quogue has caused this Agreement to be signed by its Mayor by order of its Board of Trustees and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Village of Quogue Unit, has caused this Agreement to be signed by its president or other authorized representative and by the elected representative of the village of Quogue Highway and Public Works Department.

VILLAGE OF QUOGUE

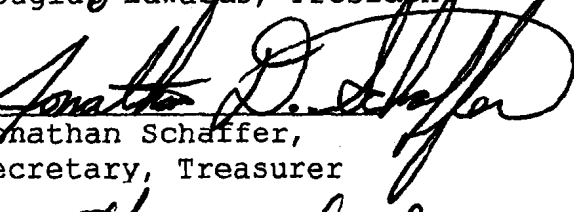
Y: 
George M. Metz, Mayor

Date: 5/30/03

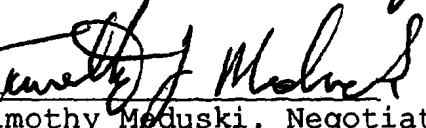
Civil Service Employees Association, Inc., Local 1000, AFSCME AFL-CIO
Quogue Village Unit 852

Y: 
Douglas Edwards, President

Date: 6/5/03

Y: 
Jonathan Schaffer,
Secretary, Treasurer

Date: 6/5/03

Y: 
Timothy Moduski, Negotiating
Committee Member

Date: 6/05/03

Y: 
Guy DiCosola
Labor Relations Specialist

Date: 05.30.03

5/27/2003

SCHEDULE "A"

<u>Name</u>	4.50%	4.50%	4.50%	4.50%	5.00%
	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>
	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>
Edwards (3/30/72)	\$ 55,471	\$ 57,967	\$ 60,575	\$ 63,301	\$ 66,466
King (12/3/73)	\$ 52,589	\$ 54,955	\$ 57,428	\$ 60,012	\$ 63,013
Wagner (5/28/85)	\$ 45,901	\$ 47,966	\$ 50,125	\$ 52,380	\$ 54,999
Schaffer (2/6/95)	\$ 34,050	\$ 35,583	\$ 37,184	\$ 38,857	\$ 40,800
Meduski (9/25/97)	\$ 31,702	\$ 33,129	\$ 34,620	\$ 36,177	\$ 37,986
Mitchell (2/21/02)	\$ 27,649	\$ 28,893	\$ 30,193	\$ 31,552	\$ 33,129

SCHEDULE "B"

<u>Name</u>	<u>LNGV</u>	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>	<u>07/08</u>
Edwards (3/30/72)	72	\$ 3,100	\$ 3,100	\$ 3,100	\$ 3,100	\$ 3,100
King (12/3/73)	74	\$ 2,700	\$ 3,100	\$ 3,100	\$ 3,100	\$ 3,100
Wagner (5/28/85)	85	\$ 1,900	\$ 1,900	\$ 2,300	\$ 2,300	\$ 2,300
Schaffer (2/6/95)	95	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,500	\$ 1,500
Meduski (9/25/97)	97	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,500	\$ 1,500
Mitchell (2/21/02)	02	\$ 700	\$ 700	\$ 1,100	\$ 1,100	\$ 1,100

<u>Years</u>	<u>Longevity</u>
2-5	700
6-10	1100
11-15	1500
16-20	1900
20-25	2300
25-30	2700
>30	3100

