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SHELTER ISLAND, TOWN OF & CSEA (SHELTER ISLAND TOWN EMPLOYEES)

1/1/05 – 12/31/08

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RECEIVED 6/22/09

STIPULATION OF AGREEMENT made and entered into this 8th day of March, 2007, by and between the negotiating committees for the Town of Shelter Island ("the Town") and the CSEA, Inc. Local 1000, AFSCME, AFL-CIO ("the Association").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at an initial collective bargaining agreement for the period January 1, 2005 through December 31, 2008; and

WHEREAS, the parties have arrived at a tentative agreement;

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

1. The provisions of this Stipulation are subject to ratification by the Association's membership and ratification and approval by the Town Board.
2. The respective negotiating committees agree to recommend this Stipulation for ratification/approval.
3. A copy of this original document has been furnished to representatives of the Town and the Association.
4. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.
5. The provisions of this initial Agreement shall be as per the attached draft contract.

THIS AGREEMENT, made and entered into this ____ day of March, 2007 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 and zoning officer, building inspector, code enforcement officer, nutrition site manager, 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, NY 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)	30 hours per week
Assessment Clerk	30 hours per week
Custodian	30 hours per week
Nutrition Site Manager	30 hours per week
Deputy Town Clerk	30 hours per week
Clerk to the Justice Court	35 hours per week
Clerk Typist (Building)	35 hours per week
Senior Account Clerk	35 hours per week
Code Enforcement Officer	35 hours per week

Building Inspector	35 hours per week
Building Insp. & Zoning Officer	35 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 any such determination. The Town agrees to provide reasonable prior notice to the affected employees and the Association of any such 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 ten-minute break in the morning and a ten-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

Employees whose regular work week is less than 35 hours per week shall receive straight time for all additional hours actually worked in a calendar week until the actual number of hours worked exceeds 35 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 whose regular work week is 35 hours per week or more and who actually works in excess of the number of hours in their regular work week in any calendar week, shall be compensated therefor at the rate of one and one half times the normal rate for all hours actually worked in excess of the employee's regular work week.

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 \$16.03 per hour
Custodian

Grade 3 \$16.86 per hour
Clerk Typist (Boards)
Clerk (Police)
Assessment Clerk
Nutrition Site Manager
Clerk Typist (Building)
Clerk to the Justice Court

Grade 4 \$18.85 per hour
Senior Account Clerk
Deputy Town Clerk

Grade 5 \$21.67 per hour
Code Enforcement Officer

Grade 6 \$24.52 per hour
Building Inspector

Grade 7 \$25.77 per hour
Building Inspector & Zoning Officer

2. Any current employee whose hourly rate of pay is below that set forth in paragraph (1) as of the date on which the 2005-2008 Agreement is completely ratified and approved shall be increased to the designated hourly rate of pay retroactive to January 1, 2005, provided that he/she was employed by the Town on January 1, 2005. Any current employee who was hired after January 1, 2005 and whose hourly rate of pay is below that set forth in paragraph (1) as of the date on which the 2005-2008 Agreement is completely ratified and approved shall be increased to the designated hourly rate of pay as of his/her date of hire.

3. Following any required adjustments to the hourly rate of pay as set forth in paragraph (2) above, employees shall receive the following increases to their base salary:

A. Effective January 1, 2005, employees shall receive a 3 % increase to their base salary, provided they were employed by the Town on this date and are employed by the Town as of the date on which the 2005-2008 Agreement is completely ratified and approved.

B. Effective January 1, 2006, employees shall receive a 3.5 % increase to their base salary,

provided they were employed by the Town on this date and are employed by the Town as of the date on which the 2005-2008 Agreement is completely ratified and approved.

C. Effective January 1, 2007, employees shall receive a 4% increase to their base salary, provided they were employed by the Town on this date and are employed by the Town as of the date on which the 2005-2008 Agreement is completely ratified and approved.

D. Effective January 1, 2008, employees shall receive a 4% increase to their base salary, provided they were employed by the Town on this date and are employed by the Town as of the date on which the 2005-2008 Agreement is completely ratified and approved.

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, the Town shall provide health insurance (individual or family coverage) for these employees provided they are at least 55 years of age and have completed 10 years of service to the Town or are eligible to receive retirement benefits from the New York State Employees Retirement System. The Town will pay 100% of the 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 85% 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 85% of the health insurance premiums for these employees.

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.

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 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.

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 30 paid sick days per year. Each employee shall be permitted to accumulate sick days to a maximum of 60 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, except for vacation, 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.

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.

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 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	\$850.00
After 10 years of service	\$1,700.00
After 15 years of service	\$2,500.00
After 20 years of service	\$3,400.00

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.

Effective for the 2007 calendar year only, the longevity payment for Beverly Pelletier and Linda Klenawicus, shall not be paid in a lump sum but applied to their annual salary. Following the 2007 calendar year, all longevity payments shall be paid as set forth above.

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 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.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal this ___ day of March, 2007.

TOWN OF SHELTER ISLAND

By: _____
Alfred Kilb, Supervisor

CSEA, Inc. Local 1000 AFSCME, AFL-CIO

By: _____
Linda Klenawicus, President

FOR THE TOWN:

FOR THE ASSOCIATION:

