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#### **Contract Database Metadata Elements**

Title: **Brookhaven, Town of and Brookhaven Town Highway Department Blue Collar Unit and Division of Signage Employees, CSEA Local 1000, AFSCME, AFL-CIO, Suffolk County Local 852 (2012)**

Employer Name: **Brookhaven, Town of**

Union: **Brookhaven Town Highway Department Blue Collar Unit and Division of Signage Employees, CSEA, AFSCME, AFL-CIO**

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

Effective Date: **01/01/2012**

Expiration Date: **12/31/2019**

PERB ID Number: **7294**

Unit Size:

Number of Pages: **55**

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# **AGREEMENT**

**MADE BY AND BETWEEN  
THE TOWN OF BROOKHAVEN AND  
C.S.E.A. HIGHWAY UNIT**

**2012 to 2019**

1/1/12 - 12/31/19

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**CONTRACT  
HIGHWAY BLUE COLLAR**

**ARTICLE I  
APPLICABLE LAW**

**SECTION 1:** The Public Employees Fair Employment Act and other provisions of the Civil Service Law and any other applicable law and the local laws and ordinances of the Town of Brookhaven, hereinafter known as the "Town", not inconsistent with said Act and the Civil Service Law, shall govern the terms and provisions of this Agreement.

**SECTION 2:** This Agreement shall not be deemed to impair or diminish any condition of employment more beneficial to the employees than those provided herein, and any conditions of employment not covered by this Agreement which are more beneficial to any employees now or subsequently employed in the department now enjoying said conditions of the employment shall continue during the period of this Agreement unless changed by mutual agreement, reduced in writing.

**SECTION 3:** 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.

**ARTICLE II  
TERM OF AGREEMENT**

**SECTION 1:** The term of the Agreement shall be eight (8) years commencing January 1, 2012 and terminating December 31, 2019. Due to the length of the agreement, the parties shall meet to discuss issues, which may have arisen or new issues which may be relevant to the collective bargaining agreement.

**SECTION 2:** The Superintendent of Highways will sign this agreement.

**SECTION 3:** Present contract is to remain in effect until a successor agreement is reached.

**ARTICLE III  
DEFINITIONS**

**SECTION 1:** The term "employee" shall mean all full-time employees of the Town except as follows:

- (A) Elected officials and their deputies, all appointed officials who are unclassified under Civil Service Law or who are in the exempt class of the Civil Service Law, all Commissioners, Deputy Commissioners, Executive Assistants, Public Information Officer, Director of Labor Relations and Intergovernmental Relations Coordinator, Chief Building Inspector, Town Planning Director, Animal Shelter Supervisor, Chief Fire Marshal, Principal Accountant, Superintendent of Recreation II, Senior Citizen Program Director, Director of Environmental Protection, Assistant Director of Environmental Protection, Citizen Advocate, Town Personnel Officer, Town Purchasing Director, Executive Secretary to Economic Development Commissioner, Chief Town Investigator, Environmental Facilities Manager, Director of Women's Services, Town Historian, Town Director of Water Services, Assistant Director of Youth Bureau, Town Director of Traffic Safety, Economic Development Zone Coordinator, Community Relations Director, Executive Director of Youth Bureau, Town Director of Economic Development, and Data Processing Manger.
- (B) Part-time employees.
- (C) Seasonal employees.

**SECTION 2: C.S.E.A.**

The term "C.S.E.A." shall mean the Brookhaven Town Highway Department Blue Collar Unit and Division of Signage employees of the Civil Service Employees Association, Inc.

**SECTION 3: Tenure.**

An employee has tenure when he has been employed by the Town for one (1) year or unless he shall have received permanent status after eight (8) weeks unless otherwise provided by law. Days not worked, inclusive of days for which an accrual is used, will not count towards the completion of the probation and tenure periods. All employees shall be covered under Section 75 of the Civil Service Law dealing with disciplinary hearings.

**SECTION 4: Temporary Employees.**

It is agreed between the Highway Superintendent and the Highway Blue Collar C.S.E.A. Unit that all temporary laborers within the Highway Department who remain working for a period of six (6) months and one (1) day will be made permanent. It is further agreed that the Superintendent of Highways also has the option of dismissing the temporary employee within said six (6) month and

one (1) day period. No temporary employees terminated pursuant to this Section shall be rehired on a temporary basis within the six (6) month period following his or her termination.

#### ARTICLE IV RECOGNITION

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

The Town recognizes the C.S.E.A as the exclusive representative for Brookhaven Town Highway Department Blue Collar and Division of Signage Employees.

##### SECTION 2: Payroll Deductions.

The Town shall deduct from the wages of the employees and remit to the C.S.E.A. regular membership dues, all life, sickness and accident premium deductions for those employees who signed dues deduction authorization cards and submitted same to the Commissioner/Comptroller of the Town of Brookhaven. Deductions shall be made uniformly on each payroll and such deductions shall be remitted to the Treasurer of the C.S.E.A., 143 Washington Avenue, Albany, New York. The Town also agrees to deduct from the wages of the employees of the Brookhaven Town Highway Department Blue Collar Unit membership dues, and remit same to the Brookhaven Town Highway Department Blue Collar Unit. The Town also agrees to allow a similar type of deduction to all employees covered by this Agreement, if and when requested. Such deduction 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) Group Auto and Home Insurance Deduction. If and when such insurance becomes available to the Town, the Town agrees to deduct from the wages of any employees, who so requests in writing, a deduction for group auto and home insurance. The

deduction shall be payable to any insurance carrier agreed to between the Highway Unit and the Town. No changes in deduction shall be allowed during the then applicable fiscal year.

- (D) 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: Exclusive Representation.**

The Town agrees that the C.S.E.A. shall have unchallenged representation status for the maximum time provided by law.

**SECTION 4: Strike.**

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, or to impress upon its members to conduct, assist or participate in any strike.

**SECTION 5: Agency Shop.**

The Town shall grant an agency shop contract provision to the C.S.E.A. pursuant to New York State Law. Persons employed only for snow and ice emergency and other called for emergency disaster situations shall be excluded from payment pursuant to said contract.

**ARTICLE V  
COLLECTIVE BARGAINING UNIT**

The Salary Schedule and all titles contained in the Highway Unit shall be distributed to the Unit President annually.

**ARTICLE VI  
COMPENSATION AND SALARY**

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

- (A) There shall be no Cost of Living Adjustments for January 1, 2012, January 1, 2013, and January 1, 2014. Rather, there shall be a zero (0) percentage increase effective each of those dates. Effective January 1, 2015, all wage rates shall be increased by four (4) percent. Effective January 1, 2016, and on each January 1<sup>st</sup> thereafter, until January 1, 2019, there shall be a Cost of Living Adjustment to all wage rates pursuant to the following:

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 31<sup>st</sup> 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 (1 ½%) percent. In the event such inflation rate is five (5%) percent or above, the salary increase shall be four and one half (4 ½%) percent. However, in the event such inflation rate is ten (10%) percent or above, the salary increase shall be five (5%) percent.

- (B) Commencing in the month of February 2013 and continuing each month thereafter until and through November 2013, and commencing the month of February 2014 and continuing each month thereafter until and through November 2014, one (1) day's pay shall be withheld from each employee. Upon the employee's separation from employment, these days' pay shall be paid to the employee at the employee's rate of pay at the time of separation.
- (C) The Town agrees that it shall be the policy of the Town to equalize the pay rate of employees who perform like duties. This shall be done over the term of the contract.
- (D) The minimum wages to be paid by the Town to any new employee hired by the Town shall be at the rate of \$18.3214 adjusted by the Cost of Living Rate described in Section A above. It is understood that this minimum wage becomes effective for a new employee only after successful completion of a probationary term of employment.
- (E) Employees appointed to the title of laborer or guard subsequent to December 9, 1998, shall be paid an hourly rate of \$18.3214 for the first calendar year of their appointment (unless at the time of their appointment they already hold one or these same titles) and shall thereafter receive a percentage increase as set forth in paragraph A.

However, when such employee has worked full time as a laborer or guard for five (5) years or when such employee is promoted above the title of laborer or guard (whichever comes first) he/she shall be compensated at the rate the employee would be receiving if he/she were appointed by the Town prior to December 9, 1998.

- (F) Notwithstanding anything to the contrary contained herein, employees hired after August 27, 2012 shall receive compensation equal to ten (10) percent less than would otherwise have been required. This shall continue for the duration of employment, regardless of title, as long as the terms and conditions of this Agreement apply. This ten (10) percent decrease shall not apply to employees who are in the bargaining unit as of August 27, 2012, but are subsequently laid off, and then re-hired within one (1) year of the layoff.

**SECTION 2: Longevity.**

All full-time employees whose tenure with the Town of Brookhaven is five (5) years or longer of continuous duration shall receive additional compensation on or about their anniversary date as defined by the following longevity program schedule:

	<u>2012-2019</u>
For full-time employees who have celebrated their fourth anniversary in the Highway Unit;	\$200
For full-time employees who have celebrated their fifth anniversary and each and every anniversary thereafter through their ninth anniversary;	\$450
tenth anniversary and each and every anniversary thereafter through their fourteenth anniversary;	\$600
fifteenth anniversary and each and every anniversary thereafter through their nineteenth anniversary; and	\$700
twentieth anniversary and each anniversary thereafter.	\$850

Commencing in calendar year 2002 employees who are not scheduled to receive a longevity payment because they do not have the required number of years of service with the Town, shall accumulate a fifty (\$50.00) dollar credit for each such year, and when they first receive a longevity payment, shall also receive the value of those credits. For example, commencing in 2002, employee who works four years before receiving a longevity payment shall

receive the accumulated two hundred (\$200.00) dollars in a lump sum payment and shall simultaneously begin receiving longevity payments. Employees who leave Town employment prior to receipt of their first longevity payment shall not receive payment for their credited time.

No longevity payments shall be made in 2013, 2014, and 2015, but such payments shall resume beginning in 2016. In 2017, employees who receive a longevity payment, and would have been entitled to receive such payment in 2013, shall receive such payment for 2013 in addition to any payment they are eligible for in 2017. In 2018, employees who receive a longevity payment, and would have been entitled to receive such payment in 2014, shall receive such payment for 2014 in addition to any payment they are eligible for in 2018. In 2019, employees who receive a longevity payment, and would have been entitled to receive such payment in 2015, shall receive such payment for 2015 in addition to any payment they are eligible for in 2019. Should an employee who was otherwise entitled to receive a longevity payment in 2013, 2014 and/or 2015 separate from the Town's employment prior to having received the 2017, 2018 and/or 2019 longevity payment, he/she shall receive them at the time of separation.

### **SECTION 3: Retirement/Death Longevity.**

In the event of an employee's retirement or death, any longevity payment due to be paid to said employee on his or her next anniversary date shall be paid to the employee's beneficiary or estate on a pro rata basis determined by the ratio of full months of service in that year divided by twelve, pursuant to Section 1310 of the Surrogate Court Procedure Act.

## **ARTICLE VII WORK WEEK, WORK DAY AND OVERTIME**

### **SECTION 1: Work Week; Work Day.**

The work week for employees of the Town of Brookhaven shall in no event be in excess of forty (40) hours, consisting of five (5) consecutive work days, not in excess of eight (8) hours per day, Monday through Friday, except that of shift differential employees regularly assigned a work shift other than the normal usual work day or work shift. In no event shall this be construed to extend the work week beyond forty (40) hours.

### **SECTION 2: Hourly Employee Work Week.**

Hourly employees shall have a work week not exceeding forty (40) hours consisting of five (5) consecutive work days not in excess of eight (8) hours per day, Monday through Friday, 7:00 a.m. to 3:30 p.m.

### **SECTION 3: Shift Differential.**

Any employee who works the majority of his or her shift hours other than 7:00 a.m. to 3:30 p.m. shall be compensated at the normal rate and an additional ten (10%) percent of his or her hourly or bi-weekly pay rate. This clause, however, applies only for hours actually worked and shall not apply for any hours for which an employee is paid but does not report to work.

### **SECTION 4: Time off.**

All employees shall have two (2) consecutive twenty-four (24) hour days, a total of forty-eight (48) consecutive hours, off each week.

### **SECTION 5: Overtime.**

- (A) All employees shall receive overtime at the rate of time and one-half for work hours or any part thereof in excess of the hours of work established in Section 1 of this Article except that employees required to work overtime on the seventh (7th) work day of any week shall be compensated at the rate of double time, provided, however, that in order for employees to be eligible to receive overtime and premium pay, they must first be paid for a full work week of 40 hours, including authorized paid time off, at their regular hourly rate.
- (B) When an employee works overtime he or she can opt to be paid for it with his or her normal weekly pay for the week in which the overtime was worked, or can opt to be paid for it at the end of the year.
- (C) Regular full-time employees within a classification shall have preference for overtime. However, employees who are upgraded and are working in the upgraded title as of the end of the workday, will continue in the upgraded title for any overtime that exists immediately after the end of the workday.
- (D) Before employees shall be required to work overtime in inverse order of seniority, it shall first be offered to, and rejected by, all qualified and affected employees consistent with existing practices.
- (E) If scheduled overtime occurs in a position which is not filled, it will be offered to employees within title, first in the zone, then Town-wide. If the position remains open, and the Town determines to fill it on an out-of-title basis, it will be filled pursuant to Article XI section 1(E). An employee who accepts scheduled overtime will



not be eligible to be polled for an upgrade.

**SECTION 6: Call Out Overtime.**

Employees who are called out for overtime work will be governed as follows:

- (A) The Town, Highway Superintendent or his/her designee shall determine when and how many employees are called out for overtime. This shall not be interpreted to permit the Town to subcontract out work in violation of the Taylor Law.
- (B) Overtime pay will commence one-half hour from the time they are called by the department. In the event that the employee so called out reports sooner than the one-half hour above allotted, his or her overtime shall commence from the time he or she reports to his or her work location.
- (C) An employee so called out will be allowed a reasonable time to report to work.
- (D) An employee so called out shall be guaranteed two (2) hours overtime work. However, when call out occurs within two (2) hours prior to the commencement of the normal work day, the two (2) hour guarantee does not apply and an employee so called out is guaranteed overtime until the normal work day commences.
- (E) When employees are called out on overtime, foremen shall be utilized to perform supervisory duties only. Foremen shall not be called out on overtime to perform those duties that would ordinarily fall within the job description of employees at lower level jobs. The Town agrees to offer overtime to employees in accordance with their job title and their normal work routine. Foremen called out on overtime shall be utilized for the purpose of supervising, except in extraordinary emergency conditions. However, during a Town-wide call-out for snow, which is determined at the time not to be an extraordinary emergency condition, foremen may be utilized to plow snow in their assigned vehicles.
- (F) Any employee who is on duty on a day in which a Town snow or emergency has been declared by the Town Supervisor, and Town Hall is closed, and who works during such emergency, shall be entitled to receive payment for that day plus overtime at the rate of time and one-half for hours worked from the time of the emergency declaration to the end of the employee's work shift.

- (G) All employees shall be given an equal opportunity to share in overtime within his or her assigned district or maintenance crew.
- (H) Guards are to be included in overtime winter callouts provided they are not scheduled to work a tour of duty as guard. It is further agreed that when a guard is required to work on his seventh day, he be paid at a double-rate. This sub-section shall not interfere with the normal schedule for guard duty and guards will not be allowed to work overtime should such assignment interfere with guard shifts immediately before, during or after any snow overtime.
- (I) On Traffic and Safety emergencies only, traffic safety personnel will be called out to attend these traffic emergencies pursuant to the overtime Section of this Contract.
- (J) The "8-man rule" which permitted a unit representative to be present when eight (8) or more employees of a unit were called out for overtime, shall no longer be in effect as of July 1, 1983.
- (K) Notwithstanding the Town's ability to assign, direct, deploy and utilize the workforce, all employees shall be assigned a district or crew for overtime and upgrade purposes.
- (L) Employees who utilize a half vacation/personal day in the second half of the day, or a full vacation/personal day, will be eligible for call-out overtime after the end of the workday provided they have so advised their crew leader or general supervisor that they are available to be called out. In this case, the employee, if any, who was upgraded during the regular workday to fill in, will not be called out. If they have not so advised their crew leader or general supervisor, the employee, if any, who was upgraded during the regular workday to fill in, will be called out. Employees who utilize a half sick day during the second half of the day, or a full sick day, will not be called out for overtime until they have worked their regular hours.
- (M) If the district crew leader is unable to find sufficient employees in the crew to work the overtime, the general supervisor shall fill the positions, within title, from a rotating list of employees in the zone. Those employees who are called out to work in a crew different from their regular crew, will be supervised by the crew leader of that crew.
- (N) Employees who decline overtime or cannot be reached will be

deemed to have used their turn and will go to the bottom of list.

- (O) If overtime is necessary for a position that is not filled during regular workday, either by an employee in title or by an upgrader employee, the overtime will be offered to the most senior qualified employee in the zone of call out, within title, on a rotating basis

## ARTICLE VIII HOLIDAYS

The following holidays shall be allowed as days off with pay:

### 2012

New Year's Day	January 1, 2012 (Sunday)***
Martin Luther King, Jr. Day	January 16, 2012 (Monday)
Lincoln's Birthday	February 13, 2012 (Monday)
Washington's Birthday	February 20, 2012 (Monday)
Good Friday	April 6, 2012 (Friday)
Memorial Day	May 28, 2012 (Monday)
Independence Day	July 4, 2012 (Wednesday)
Labor Day	September 3, 2012 (Monday)
Columbus Day	October 8, 2012 (Monday)
Election Day	November 6, 2012 (Tuesday)
Veterans Day	November 11, 2012 (Sunday)***
Thanksgiving Day	November 22, 2012 (Thursday)
Thanksgiving Day Weekend	November 23, 2012 (Friday)
1/2 Day Christmas Eve	December 24, 2012 (Monday)
Christmas Day	December 25, 2012 (Tuesday)
1/2 Day New Year's Eve	December 31, 2012 (Monday)

### 2013

New Year's Day	January 1, 2013 (Tuesday)
Martin Luther King, Jr. Day	January 21, 2013 (Monday)
Lincoln's Birthday	February 12, 2013 (Tuesday)
Washington's Birthday	February 18, 2013 (Monday)
Good Friday	March 29, 2013 (Friday)
Memorial Day	May 27, 2013 (Monday)
Independence Day	July 4, 2013 (Thursday)
Labor Day	September 2, 2013 (Monday)
Columbus Day	October 14, 2013 (Monday)
Election Day	November 5, 2013 (Tuesday)
Veterans Day	November 11, 2013 (Monday)
Thanksgiving Day	November 28, 2013 (Thursday)

Thanksgiving Day Weekend  
1/2 Day Christmas Eve  
Christmas Day  
1/2 Day New Year's Eve

November 29, 2013 (Friday)  
December 24, 2013 (Tuesday)  
December 25, 2013 (Wednesday)  
December 31, 2013 (Tuesday)

2014

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Thanksgiving Day Weekend  
1/2 Day Christmas Eve  
Christmas Day  
1/2 Day New Year's Eve

January 1, 2014 (Wednesday)  
January 20, 2014 (Monday)  
February 12, 2014 (Wednesday)  
February 17, 2014 (Monday)  
April 18, 2014 (Friday)  
May 26, 2014 (Monday)  
July 4, 2014 (Friday)  
September 1, 2014 (Monday)  
October 13, 2014 (Monday)  
November 4, 2014 (Tuesday)  
November 11, 2014 (Tuesday)  
November 27, 2014 (Thursday)  
November 28, 2014 (Friday)  
December 24, 2014 (Wednesday)  
December 25, 2014 (Thursday)  
December 31, 2014 (Wednesday)

2015

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Thanksgiving Day Weekend  
1/2 Day Christmas Eve  
Christmas Day  
1/2 Day New Year's Eve

January 1, 2015 (Thursday)  
January 19, 2015 (Monday)  
February 12, 2015 (Thursday)  
February 16, 2015 (Monday)  
April 3, 2015 (Friday)  
May 30, 2015 (Monday)  
July 4, 2015 (Saturday)\*\*  
September 7, 2015 (Monday)  
October 12, 2015 (Monday)  
November 3, 2015 (Tuesday)  
November 11, 2015 (Wednesday)  
November 26, 2015 (Thursday)  
November 27, 2015 (Friday)  
December 24, 2015 (Thursday)  
December 25, 2015 (Friday)  
December 31, 2015 (Thursday)\*\*\*\*

2016

New Year's Day

January 1, 2016 (Friday)

Martin Luther King, Jr. Day	January 18, 2016 (Monday)
Lincoln's Birthday	February 12, 2016 (Friday)
Washington's Birthday	February 15, 2016 (Monday)
Good Friday	March 25, 2016 (Friday)
Memorial Day	May 30, 2016 (Monday)
Independence Day	July 4, 2016 (Monday)
Labor Day	September 5, 2016 (Monday)
Columbus Day	October 10, 2016 (Monday)
Election Day	November 8, 2016 (Tuesday)
Veterans Day	November 11, 2016 (Friday)
Thanksgiving Day	November 24, 2016 (Thursday)
Thanksgiving Day Weekend	November 25, 2016 (Friday)
1/2 Day Christmas Eve	December 24, 2016 (Saturday)****
Christmas Day	December 25, 2016 (Sunday)***
1/2 Day New Year's Eve	December 31, 2016 (Saturday)**

## 2017

New Year's Day	January 1, 2017 (Sunday)***
Martin Luther King, Jr. Day	January 16, 2017 (Monday)
Lincoln's Birthday	February 13, 2017 (Monday)
Washington's Birthday	February 20, 2017 (Monday)
Good Friday	April 14, 2017 (Friday)
Memorial Day	May 29, 2017 (Monday)
Independence Day	July 4, 2017 (Tuesday)
Labor Day	September 4, 2017 (Monday)
Columbus Day	October 9, 2017 (Monday)
Election Day	November 7, 2017 (Tuesday)
Veterans Day	November 11, 2017 (Saturday)**
Thanksgiving Day	November 23, 2017 (Thursday)
Thanksgiving Day Weekend	November 24, 2017 (Friday)
1/2 Day Christmas Eve	December 24, 2017 (Sunday)****
Christmas Day	December 25, 2017 (Monday)
1/2 Day New Year's Eve	December 31, 2017 (Sunday)****

## 2018

New Year's Day	January 1, 2018 (Monday)
Martin Luther King, Jr. Day	January 15, 2018 (Monday)
Lincoln's Birthday	February 12, 2018 (Monday)
Washington's Birthday	February 19, 2018 (Monday)
Good Friday	March 30, 2018 (Friday)
Memorial Day	May 28, 2018 (Monday)
Independence Day	July 4, 2018 (Wednesday)
Labor Day	September 3, 2018 (Monday)
Columbus Day	October 8, 2018 (Monday)

Election Day	November 6, 2018 (Tuesday)
Veterans Day	November 11, 2018 (Sunday)***
Thanksgiving Day	November 22, 2018 (Thursday)
Thanksgiving Day Weekend	November 23, 2018 (Friday)
1/2 Day Christmas Eve	December 24, 2018 (Monday)
Christmas Day	December 25, 2018 (Tuesday)
1/2 Day New Year's Eve	December 31, 2018 (Monday)

2019

New Year's Day	January 1, 2019 (Tuesday)
Martin Luther King, Jr. Day	January 21, 2019 (Monday)
Lincoln's Birthday	February 12, 2019 (Tuesday)
Washington's Birthday	February 18, 2019 (Monday)
Good Friday	April 19, 2019 (Friday)
Memorial Day	May 27, 2019 (Monday)
Independence Day	July 4, 2019 (Thursday)
Labor Day	September 2, 2019 (Monday)
Columbus Day	October 14, 2019 (Monday)
Election Day	November 5, 2019 (Tuesday)
Veterans Day	November 11, 2019 (Monday)
Thanksgiving Day	November 28, 2019 (Thursday)
Thanksgiving Day Weekend	November 29, 2019 (Friday)
1/2 Day Christmas Eve	December 24, 2019 (Tuesday)
Christmas Day	December 25, 2019 (Wednesday)
1/2 Day New Year's Eve	December 31, 2019 (Tuesday)

In the event any of the above holidays fall on a Sunday, the day off allowed with pay will be the following Monday. If any of the above holidays fall on a Saturday, the day off allowed with pay will be the preceding Friday. All Departments shall make every effort to post a work schedule at least two (2) weeks prior to a scheduled Town Holiday.

Employees who work other than Monday through Friday shall be given a day off in lieu of a holiday which falls on their normal day off. The day off given shall be contiguous with their two normal days off when the holiday falls on a Monday or Friday.

- \* The half-day off allowed with pay will be the preceding Thursday.
- \*\* The day off allowed with pay will be the preceding Friday.
- \*\*\* The day off allowed with pay will be the following Monday.
- \*\*\*\* The 1/2 day off allowed with pay will be the preceding Friday.

**ARTICLE IX  
VACATIONS, SICK TIME, LEAVES,  
WITH AND WITHOUT COMPENSATION  
AND SEMINARS**

**SECTION 1: Vacations:**

- (A) Vacation time shall be allowed to full-time employees according to the vacation schedule. (See Exhibit C) Employees shall be permitted to accrue vacation time on a prorated monthly basis. The Town shall furnish each employee with the current accrued vacation total by noting the same on his or her bi-weekly pay stub. The schedule will be consistently administered in accordance with established Town policy. New employees during their probation period of employment shall accrue vacation time, but shall not be permitted to use such time until after being granted permanent status. Should a probationary employee be terminated, all accrued vacation time shall not be paid said employee.
- (B) The exact time during which vacation may be drawn by an employee shall be subject to the prior approval of the Superintendent of Highways, Commissioner or his/her designee and all vacations shall be taken in full weeks except that an employee may, with the approval of the Superintendent of Highways, Commissioner or his/her designee, take vacation time in single days. Whenever an employee is denied vacation time at a certain time, the Superintendent of Highways, Commissioner or his/her designee shall, in writing, state the reason for such denial to that employee upon request of said employee.
- (C) All employees shall be entitled to take one week of their vacation during the months of July and August provided that same does not interfere with the orderly administration of the department as determined by the Superintendent of Highways, Commissioner or his/her designee.
- (D) Employees who become ill when on their vacation time may use their sick time, if any, to that part of their vacation during which they are ill for the remainder of their illness, provided that a doctor's certificate is submitted by the employee when reporting back to work.
- (E) Employees on vacation who by necessity must use funeral time, may use their funeral time and are not required to use vacation time provided that they contact the Superintendent of Highways,

Commissioner or his/her designee and make the necessary arrangements.

- (F) At the time of employee's separation from service, for any reason, an employee shall be paid in full for accumulated vacation days plus prorated vacation days for the current year. In the event of any employee's death, the widow, widower, estate or beneficiary of the deceased employee, shall be compensated in full for accumulated vacation days plus prorated vacation days for the current year, pursuant to Section 1310 of the Surrogate Court Procedure Act. Vacations shall be noncumulative, and be taken in the anniversary year, unless otherwise recommended by the Superintendent of Highways, Commissioner or his/her designee. In no case shall vacations be accumulated for more than two (2) years.
- (G) Any employee who has worked a minimum of ten (10) years with the Town and whose retirement is imminent may, with the approval of the Superintendent of Highways, Commissioner or his/her designee, utilize accrued sick leave and vacation time prior to the effective date of retirement.
- (H) Seasonal employees shall earn vacation leave at a rate of one (1) day for each month worked and shall work a completed month before credit is given.
- (I) Employee may request vacation pay prior to vacation provided the request is submitted with the regular time sheet, and the vacation pay is for whole weeks. The vacation pay will be paid on the regular pay day.
- (J) Employees hired on a full-time basis after December 9, 1998 shall receive a pro-rated vacation schedule (See Exhibit D) which provides the following:

After one (1) year of employment – 10 days  
After four (4) years of employment – 12 days  
After five (5) years of employment – 15 days

When such employee is promoted above the title of laborer or guard, or after such employee works full-time for the Town for five (5) years, whichever comes first, he/she shall receive the same vacation entitlement as employees who were employed by the Town prior to December 9, 1998.



- (K) The Highway Superintendent, Commissioner or his/her designee, in his/her sole discretion in any given pay period but not to exceed a total of four pay periods in any calendar year, except with the approval of the Supervisor or Deputy Supervisor, may request on a rotating basis one or more employees who have accrued two years vacation to forego taking vacation time because of the needs of the Town. No employee shall be required to honor said request. In such event vacation time shall be converted to sick leave and placed in the employee's sick leave bank. In no event, however, shall an employee be paid for more than 290 sick days.

**SECTION 2: Sick Leave**

- (A) Sick leave is accumulated by full-time employees at the rate of one-half day for each payroll period and not to exceed thirteen (13) days for the year.

Employees hired on a full-time basis after December 9, 1998 shall be entitled to a maximum of ten (10) sick days a year. (See Exhibit A) When such employee is promoted above the title of laborer or guard, or after such employee works full time for the Town for five (5) years, whichever comes first, he/she shall receive the same sick leave entitlement as employees who were employed by the Town prior to December 9, 1998.

- (B) Upon the termination of employment, a full-time employee shall be compensated in cash based on his or her salary or wages at the time of said termination for accumulated sick days not used up to a maximum of two hundred and ninety (290) days. Effective January 1, 1990 new employees shall not be compensated for accrued sick time if they are terminated. Further, employees hired on or after January 1, 1990 who resign their employment for purposes other than retirement shall receive payment for accumulated sick leave as follows:

1-5 years of service	25%
6-10 years of service	50%
11-15 years of service	75%
16+ years	100%

In the event of the death of an employee, the widow, widower, estate or beneficiary of the deceased shall be entitled to cash for all sick days accumulated, without limitation, pursuant to Section 1310 of the Surrogate Court Procedure Act.

- (C) In the event an employee reports to work and then becomes sick, he/she will be charged for each hour or part thereof that he/she is not present at work that day.
- (D) The Superintendent, Commissioner or his/her designee may require a doctor's certificate from an employee who is absent due to illness after the employee was absent for four (4) consecutive days. He must submit the reasons for requiring the doctor's certificate in writing to the employee.
- (E) An employee absent on sick leave shall notify his or her supervisor on each day of his or her illness unless otherwise specified on the first day of his or her illness. Notification pursuant to this subdivision must be given to the employee's supervisor no later than one (1) hour after the start of the employee's scheduled work shift. If, however, his or her work period is other than normal, such notification shall be given by said employee to the Superintendent of Highways, Commissioner or his/her designee two (2) hours prior to the start of the working period. Failure of an employee to comply with this subdivision shall cause the employee to forfeit his or her pay for each day of noncompliance unless the employee submits an affidavit stating that notification was impossible due to sudden illness or sudden circumstances along with a medical certificate which states the employee's illness and which is properly signed by his or her doctor.
- (F) Abuse of sick leave will be grounds for disciplinary action and the Superintendent of Highways, Commissioner or his/her designee may require a medical certificate. The Superintendent of Highways, Commissioner or his/her designee may require a doctor's certificate from an employee when an employee is absent the day before or the day after a holiday or the employee's vacation leave, if a pattern develops. The Superintendent of Highways, Commissioner or his/her designee must submit the request for a doctor's certificate pursuant to this subdivision in writing to the employee.

**SECTION 3: Payment of Sick/Vacation Accruals & Separation from Employment**

- (A) Any employee who leaves employment in 2012 and is entitled to be paid any sick/vacation accruals, shall have those accruals increased as a Cost of Living Adjustment pursuant to Article VI Section 1(A) was effectuated January 1, 2012.

- (B) Any employee who leaves employment in 2013 and is entitled to be paid any sick/vacation accruals, shall have those accruals increased as a Cost of Living Adjustment pursuant to Article VI Section 1(A) was effectuated January 1, 2012 and January 1, 2013.
- (C) Any employee who leaves employment in 2014 and is entitled to be paid any sick/vacation accruals, shall have those accruals increased by the two (2) highest of the three (3) Cost of Living Adjustment which would have been effectuated January 1, 2012, January 1, 2013 and January 1, 2014, pursuant to Article VI Section 1(A).
- (D) Employees who separate from service, and are entitled to receive payment for their sick/vacation accruals in an amount equal to or greater than \$15,000.00, shall be paid for those accruals in equal installments over a minimum of two (2) years, and at a maximum, at the employee's request, of seven (7) years.

#### SECTION 4: Workers' Compensation.

- (A) Employees who are injured in the course of their employment shall continue to receive their normal full salary for a period not to exceed twenty-six (26) weeks commencing with a determination by the Town's insurance carrier that such injury is a compensable injury as defined by the Workers' Compensation Law, or in the event that such determination is adverse to the employee, commencing with a determination to the contrary by the Workers' Compensation Board. Until such determination is made, employees may utilize their sick leave allowance to receive pay for days not worked because of such injury, provided however, that in the event of permanent disability, salary shall cease when a final determination of disability has been made, but in no event shall more than twenty-six (26) weeks salary be paid and provided further that if an employee is obliged to be absent from work because of injuries received during the course of employment, no days shall be deducted from an employee's accumulated sick leave (except as provided above) or vacation time during such 26 week period if a finding is made in the compensation proceeding that the employee is disabled other than permanently and during such twenty-six (26) week period the employee continues to earn his full benefits. By reason of the foregoing, any compensation benefits received by an employee from the Town or insurance carrier for any part of the twenty-six (26) week period shall be assigned to the Town by said employee.

- (B) While out on Worker's Compensation, employees shall be at their residence from 7:00 a.m. to 3:30 p.m. While receiving their normal full salary pursuant to Section (A), they may leave their home for up to 45 minutes commencing between 12:00 p.m. and 1:00 p.m. provided the employee notifies the Highway Superintendent or his/her designee upon their leaving home and upon their return. In addition, should they leave their home at other times for a reason which would require them to utilize a personal or vacation day if they were working, they must notify the Highway Superintendent or his/her designee in advance, and when they leave their home and when they return. The employee will have their vacation or personal leave accruals reduced by one-half day or a full day, whichever is applicable. Should they leave their home for their own health reasons, related to their Worker's Compensation injury/illness, they must notify the Highway Superintendent or his/her designee in advance, and when they leave their home and when they return. In that case, no accrued time shall be deducted, but the employee may be required to produce a doctor's note. Should they leave their home for their own health reasons, unrelated to their Worker's Compensation injury/illness, they must notify the Highway Superintendent or his/her designee in advance, and when they leave their home and when they return. In that case, the employee's sick leave accruals will be charged accordingly, and the employee may be required to produce a doctor's note.
- (C) It is agreed that the Town and the C.S.E.A. shall establish a Worker's Compensation Committee with equal representation from both sides to review all questions that arise from Worker's Compensation and advise the Town Supervisor as to any recommendations that Committee might have. The acceptance or rejection of the recommendations shall be determined solely by the Town Supervisor.
- (D) A committee should be formed with an equal number of representatives from the bargaining units and the Town for the purpose of exploring various ways to reduce the Town's expense of funding workers' compensation benefits under Article IX, Section 3. Any agreements reached by the committee representatives would have to be reduced to writing and agreed to by the unit and the Town before implementation.

**SECTION 5: Leaves of Absence.**

- (A) Leaves of absence without pay will be granted in accordance with Rule 18 of the Rules of the Classified Civil Service of Suffolk County, and in accordance with Section 243 of the Military Law of the State of New York.
- (B) The officers of the C.S.E.A. or its authorized representatives shall be entitled to attend its conventions and authorized special meetings, subject to the approval of the Town Board of the Town, at no loss of time. A list of current officers shall be furnished by the Unit representative to the Office of the Supervisor. There will be one officer for each representative unit who shall be designated by said unit for the purpose of adjusting employee complaints, of assisting in the administration of this Agreement, and who shall be permitted to devote time to fulfill these obligations, which have as their purpose the maintenance of 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 or her designee, and with the agreement of the immediate supervisor affected, 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.
- (C) Child Care Leave. Upon request, tenured as well as probationary employees will be granted leaves of absence without pay not to exceed six (6) months, subject to the approval of the Town Board. Employees obtaining such leave shall be reinstated in the same or comparable position upon their return.
- (D) Any employee shall be excused without loss of pay for the purpose of taking examinations as ordered by Selective Service.
- (E) An authorized leave of absence, for whatever reason, freezes that employee's seniority. However, employees out on authorized leaves of absence for 1) child care up to one year, 2) Medical leave up to one year or, 3) Leave pursuant to the Family Medical Leave Act shall continue to accrue seniority. In the event an employee was previously employed by the Town in a full time position for which accruals were granted, that employee shall receive credit for such previous full time service with the Town for the purpose of accruals and longevity.
- (F) The practice, which has existed in the Town immediately preceding the execution of this contract, respecting extended

leaves of absence for illness/disability, shall be contractually in effect as of July 23, 1986. In addition, an employee who has been out on such leave for one year, and is physically unable to return to work, may receive an additional leave of absence for up to one year during which time health insurance benefits shall be provided. The Town will endeavor to hold that employee's job after the first year's leave of absence has expired. If the position cannot be held, the employee will be put on a preferred recall list.

(G) Employees who are on a leave of absence, for other than medical reasons, shall be permitted to continue their health insurance benefits at their own expense to the extent permitted by the Town's health insurance plan, at the prevailing group rate.

(H) Leave without Pay.

(1) Payroll Date. Those employees who are not paid for a full work week (40 hours) at their regular hourly rate of pay will be considered on a leave without pay and will have their payroll date adjusted on a semi-annual basis. It shall be understood for the purpose of adjusted seniority, longevity and vacation accruals that eight cumulative hours shall constitute one lost day and for the purposes of rounding the cumulative total, four or more hours shall equal one day. The employee's payroll date is used to determine their seniority, longevity and vacation accruals.

(2) Overtime. In order for an employee to be eligible for overtime pay, said employee must be paid for a full work week (40 hours, including authorized paid time off) at his/her regular hourly rate of pay. In no event shall an employee who is ineligible for overtime pay be substituted on the rotating overtime list for an eligible employee as set forth in this article. Overtime shall mean time worked over an eight hour day or time worked over a forty hour week.

#### SECTION 6: Funeral Leave.

A permanent full-time, annual salaried or hourly employee shall be entitled, without charge against his or her accumulated vacation, overtime, sick leave or personal leave time, funeral leave, with pay, as follows:

No more than five (5) working days to arrange for and attend the funeral of the following members of an employee's family: husband, wife, son, daughter, father, mother, sister, brother, grandparents, grandchildren, mother-

in-law and father-in-law. In the case of other family members, one day shall be granted.

#### **SECTION 7: Personal Leave.**

- (A) Tenured, full-time permanent, hourly employees shall be entitled to personal leave not exceeding a total of five (5) days per year, which shall be prorated during the employee's first calendar year of employment. Unused personal days will be added to sick leave accruals at the end of each year.

Employees hired on a full-time basis after December 9, 1998 shall be entitled to a maximum of three personal days per year. When such employee is promoted above the title of laborer or guard, or after such employee has worked full time for the Town of five (5) years, whichever comes first, he/she shall receive the same personal leave entitlement as employee who were employed by the Town prior to December 9, 1998. (See Exhibit B)

- (B) Any employee intending to use personal leave time shall notify the Superintendent of Highways, Commissioner or his/her designee of such intention at least three (3) days in advance of such personal leave time except in case of emergency.
- (C) In the event of the death of a full-time permanent employee, the widow, widower, estate or beneficiary of the deceased employee shall be compensated in full for any outstanding personal days, computed on the basis of said employee's salary or wages at the time of said employee's death, pursuant to Section 1310 of the Surrogate Court Procedure Act.

#### **SECTION 8: Seminars and Tuition.**

Full-time permanent employees requesting attendance at seminars and educational workshops at Town expense shall submit such request in writing to the Superintendent of Highways, Commissioner or his/her designee. The Superintendent of Highways, Commissioner or his/her designee shall respond to such request in writing within ten (10) days. Those employees who receive approval from both the Superintendent of Highways, Commissioner or his/her designee and the Town Board shall receive compensation at their salary rate, exclusive of weekends and holidays.

The Town of Brookhaven will reimburse employees for job related higher education courses and courses relating to a university or college degree program. The maximum annual reimbursement per employee shall be Five

Hundred (\$500.00) Dollars. The amount of reimbursement shall be calculated at the percentage of paid tuition on the following schedule:

Grade A - 75 percent  
Grade B - 50 percent  
Grade C - 25 percent

The Town shall make the final determination whether a course or courses taken by an employee is applicable to that employee's job duties and thereby reimbursable.

**SECTION 9: Dismissal of Probationary Employees.**

Any employee on probation who is dismissed prior to the end of such probationary period shall not be entitled to reimbursement for accrued vacation time, sick leave or personal leave, and is not entitled to utilize Article XIII, Grievance and Grievance Procedures, concerning his or her dismissal.

**SECTION 10: Job Related Courses.**

Highway Department employees shall be allowed to take such courses as shall cover a job-related curriculum, during the term of this contract, the cost to be borne by the Highway Department, not to exceed Two Hundred Fifty (\$250.00) Dollars per year per employee. The final determination as to whether a course is job-related shall be made by the Town. The Superintendent of Highways shall have the final approval as to who will attend such classes and when. The consent of the Superintendent of Highways shall not be unreasonably withheld, and any refusal shall be given in writing, which writing shall contain the reason for said refusal.

**ARTICLE X  
HEALTH INSURANCE, PENSION, C.S.E.A. PACKAGE 7 PLAN,  
& DISABILITY BENEFITS**

**SECTION 1(A): Health Insurance.**

The Town of Brookhaven will continue to provide the level of health insurance benefits currently being provided as of the date of this Agreement as long as they are offered by the State (currently the Empire Plan plus enhancements). Such payment shall continue for three (3) months after the employee is off the payroll or has filed for a disability waiver, whichever occurs first. The Town agrees to offer, as mandated by law, an option, to all full-time employees, the benefits of the Certified Health Maintenance Organizations. The Town agrees to pay the cost of this option for the full-time employee. The maximum premium that the Town will pay under this plan shall be equal to the highest cost plan now offered under the New York State Plan.



A committee shall be formed with an equal number of representatives from management and each bargaining unit for the purpose of exploring the feasibility of the Town withdrawing from the Empire Plan. It is intended that the committee will review alternate means of providing equal or greater health insurance benefits to the employees of the Town.

The Town shall provide its employees a health insurance plan which provides benefits substantially comparable to those which are provided by the 1998 Empire Plan Plus Enhancements. Prior to implementing such a plan, the Town shall provide copies of the plan to the CSEA, which shall have forty-five (45) days to review and analyze it. The Town shall cooperate in providing all relevant information requested by CSEA. Should CSEA object to the institution of the new plan, the issue shall be submitted to an arbitration panel that shall be appointed within forty-five (45) days of the original date the plan was provided to CSEA. The panel shall be comprised of three (3) persons with expertise in health insurance. Each party shall designate one member. These two members shall select the third. If they are unable to agree, the third member shall be selected through the procedures of the American Arbitration Association.

The panel shall have the authority to hold hearings and review the submissions of the parties, and shall render a decision no later than forty-five (45) days following its appointment, as to whether the Town was arbitrary and capricious in determining that the plan provides benefits substantially comparable to those provided by the 1998 Empire Plan Plus Enhancements. The new plan shall not be instituted by the Town unless CSEA consents, which consent shall not be unreasonably withheld, or the arbitration panel finds in the Town's favor.

#### Section 1(B): Married Employees

In the event a bargaining unit employee is married to another full-time employee of the Town, only one family health insurance plan shall be provided. In that event, the other employee may elect to receive no insurance and the buy-back for a family plan as set forth herein in Section 1(D), or the employee may elect to receive single coverage and the buy-back for single coverage as set forth herein in Section 1(D).

#### Section 1(C): Payment of Premiums

Employees hired after September 13, 2012 shall pay twenty (20) percent of the premium for health insurance for twelve (12) consecutive years, commencing with their appointment, and these employees shall vest, for purposes of receiving health insurance into retirement, after ten (10) years of service with the Town.

**Section 1(D): Voluntary Declination/Cancellation of Coverage.**

Employees may voluntarily decline health insurance coverage the employee is eligible for. In return for declining coverage, the employee shall receive a payment equivalent to forty (40) percent of the savings thereby realized by the Town. Employees may opt to decline health insurance entirely, or opt for individual coverage if they are entitled to family coverage. If an employee opts out of family coverage, but keeps individual coverage, the employee shall also receive a payment equivalent to forty (40) percent of the savings thereby realized by the Town.

Payment for opting out is prorated on a monthly basis. Payment shall be made at the end of the calendar year. Employees shall have the option of opting in and out of health insurance once per year by executing a form provided by the Town.

Any employee who receives a payment from the Town as set forth herein may opt to place that amount in pre-tax dollars, subject to governmental limitations, into a flexible spending account.

**SECTION 1(E): Retiree/Health Insurance.**

Pursuant to the New York State Retirement System, the Town shall pay health insurance premiums for its retired employees as follows: for employees who were in the bargaining unit as of September 13, 2012 and who retire after five (5) years of service with the Town, but who have not yet reached retirement age, according to Tier, the Town shall continue their health insurance which is to be fully paid by the employee until the employee reaches the retirement age, according to Tier. The Town agrees to continue dental/optical coverage for those retired employees who have completed a minimum of five (5) years service with the Town. For employees who are appointed after September 13, 2012, and who retire after ten (10) years of service with the Town, but who have not yet reached retirement age, according to Tier, the Town shall continue their health insurance which is to be fully paid by the employee until the employee reaches the retirement age, according to Tier. The Town agrees to continue dental/optical coverage for those retired employees who have completed a minimum of ten (10) years service with the Town. The Town agrees to provide those employees who retire after completing a minimum of five (5)/ten (10) years service with the Town, as applicable, the option of financing dental premiums from accrued sick time or to make a cash payment to the Town covering six (6) months premiums in advance.

Full-time employees appointed after December 9, 1998 must be employed full-time for at least five (5) years in order for the Town to pay above insurance premiums for them after they have retired. Full-time employees

appointed after September 13, 2012 must be employed full-time for at least ten (10) years in order for the Town to pay above insurance premiums for them after they have retired.

Retiring employees who are scheduled to retire on or after January 1, 1992, shall receive prior to their retirement an individual agreement executed by the Town, guaranteeing that their health insurance benefits will be paid throughout their retirement to the same extent that such health insurance benefits were paid for at the time of retirement. For example, if at the time of retirement, the employee's health insurance benefits were fully paid for, the Town will continue to fully pay for them into the employee's retirement. If the employee was contributing a portion of the health insurance costs at the time of retirement, then the employee will continue to contribute that same portion into retirement, and that amount or rate, whichever is applicable, cannot be unilaterally increased by the Town. Such agreement shall guarantee that health insurance coverage is provided through the same plan for retirees as it is for active employees. Nothing contained in this paragraph shall limit or expand the Town's rights concerning the provision of health insurance benefits to employees who retired prior to January 1, 1992.

**Section 1(F). Survivor Benefit.**

The surviving dependent(s) of 1) an employee who retires after January 1, 2001 or 2) an active employee who dies after January 1, 2001 and who was eligible to retire, shall be entitled to health insurance coverage pursuant to Section 252 of the New York Government Employee Health Insurance Program Manual for Participating Subdivisions provided they pay 25% of the cost or such amount or share as may be specified in Section 252.

If an active employee dies after January 1, 2001, and was not of retirement age, but otherwise meets the eligibility requirements set forth in Section 252, the surviving dependent(s) shall be entitled to health insurance coverage provided they pay the full cost of said insurance until such time as the employee would have reached the age of retirement, and thereafter the surviving dependent(s) shall pay 25% of the cost or such amount or share as may be specified in Section 252.

**SECTION 2: Pensions.**

- (A) The New York State Retirement Plan, currently in effect for full-time employees, shall be pursuant to the provisions of the applicable Retirement and Social Security Law.
- (B) A guaranteed death benefit will be provided to full-time employees pursuant to applicable Retirement and Social Security Law.

**SECTION 3: C.S.E.A. Package 7 Plan.**

Effective January 1, 2011, and for the duration of this Agreement, the Town will provide bargaining unit employees with the C.S.E.A. Package 7 Plan.

**SECTION 4: Disability Benefits.**

The Town shall provide a paid State disability plan for off the job injury or illness pursuant to the Disability Benefits Law, Section 212, for full-time employees.

**SECTION 5: Unemployment Benefits.**

The Town agrees that, in the event the present "Special Unemployment Assistance Payment Program" provided for under Federal Law is not renewed after 1977, it shall participate in and become liable for contributions or payments in lieu of contributions for full-time employee unemployment benefits under Article 18 of the New York State Labor Law, as provided in Section 561 "Voluntary Election."

**SECTION 6: Life Insurance Benefits.**

The Town agrees to fund a life insurance benefit for all full-time employees as follows:

Member	\$10,000.00
Spouse	\$ 1,500.00
Dependent	\$ 1,000.00

The Town shall pay for the policies covered by this Section for retirees who retired on or after January 1, 1977, so long as this clause remains in the collective bargaining agreement.

**SECTION 7: Chest X-Rays.**

The Town shall make available a chest x-ray program for all full-time employees covered under this Agreement. Such program shall provide for one (1) chest x-ray per year for each employee with cost to be borne by the Town.

**ARTICLE XI**  
**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 first hiring by the Town. The application of this Section shall be governed by the Civil Service Rules and Regulations.

- (A) It is further provided, however, that as to those employees not covered by either Civil Service Law or its Rules, such as employees in the non-competitive or labor classes, preference for new positions or vacancies shall be on a departmental seniority basis, provided further that an employee with the requisite seniority have at least the minimum qualifications to perform the job. It is understood and agreed that all promotions will have probationary periods pursuant to the Suffolk County Civil Service Rules and Regulations.
- (B) The Superintendent of Highways, Commissioner or his/her designee shall give preference to full-time employees assigned to the Highway Department to fill job vacancies and new positions. When a vacancy exists and is classified as a competitive position and there is no Civil Service list, the Highway Department will operate pursuant to Suffolk County Civil Service Rules and Regulations and preference will be given to Highway employees.
- (C) Whenever the Superintendent of Highways, Commissioner or his/her designee determines there is a vacancy or new position to be filled, other than for a laborer, said vacancy or new position shall be filled ten (10) days from the date that the Superintendent of Highways, Commissioner or his/her designee gives notice of such position or vacancy by posting of same. Such posting shall be for a period of five (5) business days from the time a declaration of vacancy or new position is made and shall take place on bulletin boards to be jointly designated by the Town and the C.S.E.A. Blue Collar Highway Unit Representatives. This provision is applicable only if a full-time employee assigned to the Highway Department applies for the vacancy or new position.
- (D) An employee who has been promoted shall have a five (5) day trial period during which time the employee may return to his former position with no loss in seniority.

- (E) (i) Whenever it is in the best interests of cooperation and harmony between the Town and its employees, it shall be the policy of the Town to fill temporary positions according to seniority, provided that the employee so selected is qualified to assume the temporary position, and further provided it will result in an increase in the employee's base salary. For up to the first five (5) consecutive work days that the temporary position is to be filled, it shall first be offered to employees in the particular crew. Department-wide polling by the Union shall begin after the first five (5) consecutive work days. An employee shall be compensated at the rate for the higher titled position when used in that position for four (4) hours or more, and will receive the higher pay rate for the entire day. If the higher titled position is assumed for less than four (4) hours, the employee shall work for the entire day at his or her regular pay. When an employee's services in the higher temporary position are no longer required, he shall return to his prior job level and retain status in that position. An employee shall not receive payment for service in a higher titled position pursuant to this subdivision if the employee was not authorized to work in such higher titled position by the Superintendent of Highways, Commissioner or his/her designee.
- (ii) Employees who accept an out-of-title assignment shall not be eligible for overtime that would have been offered them at the end of their regular workday had they remained in their regular title.
- (iii) A qualified MMIII Lead Man will be upgraded, when required, to fill in for the Highway Maintenance Supervisor both during the regular workday and on overtime.
- (iv) The senior qualified Highway Maintenance Crew Leader in the zone will be upgraded, when required, to fill in for the Highway General Supervisor both during the regular workday and on overtime.
- (v) An employee who has been working out-of-title, and who returns to his regular position, has the option of bumping a junior employee who is working out-of-title in another position (within his crew if for five (5) days or less), upon twenty-four (24) hours' notice.

- (F) During the period of time that a Highway Labor Foreman is off the job for a period of three (3) days or more, the senior man will be appointed as temporary foreman, provided that four (4) or more men regularly working in this specific Highway District Crew are present.

For the appointment of Temporary Foreman for less than three (3) days or when there are less than four (4) men, it will depend on the necessity of the position of Temporary Foreman at the discretion of the General Foreman.

**SECTION 2: Layoffs/C.S.E.A. Officers.**

- (A) For the purposes of lay-offs only, the current officers of the C.S.E.A. Blue Collar Highway Unit shall be given the highest seniority.
- (B) Should the Town determine to reduce the number of employees in a particular non-competitive or labor class title, the employee with the least departmental seniority shall lose his/her position in that title. That employee will have the right to return to a position in the title he/she previously held immediately prior thereto provided 1) it is a non-competitive labor class title, 2) the position in that title is occupied by an employee with less departmental seniority, and 3) the salary for this title is less than or equal to the salary for the title of the position the employee lost. Should these three conditions not be met, the employee shall have the right to return to the next title(s) he/she previously held provided the same conditions are met. The return of the employee to a previously held title will result in an employee in that title having the least departmental seniority losing his/her position, but being able to return to a previously held title as set forth herein. Should the employee who loses his/her position not have a previously held title, or should the conditions set forth herein for returning to a previously held title not be met, the employee shall be laid off.
- (C) During 2012, 2013 and 2014, no bargaining unit employee shall be laid off. If such a lay-off or threat of a lay-off related to the 2012, 2013 or 2014 budgets, adopted and/or amended, occurs prior to December 31, 2014, then full-time C.S.E.A. represented employees shall be entitled to a five (5) percent raise in 2012, 2013 and 2014. Threat of lay-off shall be defined as the inclusion of lay-offs in the 2012, 2013 and/or 2014 tentative budget, the 2012, 2013 and/or 2014 preliminary budget, the 2012, 2013 and/or 2014 adopted budget or the introduction of a budget amendment that includes the lay-off of full-time C.S.E.A.

employees in 2012, 2013 and 2014 that is ultimately approved by the Town Board. The inclusion of lay-offs in the 2013 and/or 2014 tentative budgets, preliminary budgets, and/or adopted budgets, which may have occurred prior to September 13, 2012, shall not be considered a threat of a lay-off, as that term is used herein.

**SECTION 3: Suburban Town Law.**

Seniority will be utilized for purposes as they presently exist except as may be illegal under Suburban Town Law.

**SECTION 4: Personnel.**

- (A) Upon request, an employee will be permitted to examine his or her official personnel file.
- (B) Superintendent of Highways, Commissioner or his/her designee shall reproduce for the employee, upon five (5) business days notice, any material in his or her official personnel file. However, if the employee is the subject of pending disciplinary charges, access to the file shall be provided within twenty-four (24) hours.
- (C) There shall be only one official personnel file.
- (D) No material derogatory to the conduct, character or personality of any 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 affix his signature. The signature will not mean that the employee agrees with the contents thereof. If the employee refuses to sign the copy, the Superintendent of Highways, Commissioner 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 in his or her 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) Upon request, an employee may review his or her official personnel file with a representative of the CSEA and the Superintendent of Highways, the Personnel Officer or his/her designee for the purpose of asking that certain material be removed. The Town retains sole discretion in determining which material will be removed.

**SECTION 5: 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 subject to the following:
  - (1) It is clearly understood that no material is to be placed on the bulletin boards or enclosed with payroll checks concerning political activities.
  - (2) In the event that the question arises as to the contents of such material, the Highway Superintendent or Supervisor of the Town reserves the right to have material which he/she deems to be political in nature removed from all bulletin boards and payroll check envelopes.
  - (3) In the event it is determined by the Highway Superintendent or Supervisor of the Town (as pertaining to the Paint and Sign Shop) that the contents of the material is otherwise derogatory, it may be removed from the bulletin board or payroll check envelopes after a meeting is held with the CSEA president or his designee.
- (B) **Vacancies and New Positions.** Notices for vacancies and new positions shall be posted on the bulletin board located in the Division of Personnel of the Town's administrative offices and the Highway Department. Notices shall be sent to the President of the CSEA, and other persons so designated by the union president. The Town is not charged with the responsibility of insuring that the notices are or remain posted, with the sole exception of the posting in the Division of Personnel.
- (C) **Notice to Superintendent of Highways, Commissioner or his/her Designee.** The Town agrees to send a copy of the Agreement to the Superintendent of Highways/Commissioner or his/her designee so that the supervisory personnel in all departments 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.

**SECTION 6: Use of Town Facilities.**

The C.S.E.A. will be permitted, subject to the approval of the Town, to use the Town facilities for the purposes of adjusting grievances and administering the terms and conditions of this Agreement.

**SECTION 7: Working Conditions, Safety and Uniforms.**

- (A) The Town agrees to allow employees to have one (1) fifteen minute coffee break per day between 9:00 a.m. and 9:30 a.m. or between 1:30 p.m. and 2:30 p.m. In addition, a coffee break will be allowed every three (3) hours during overtime work. The coffee break shall be no longer than fifteen (15) minutes, and the Superintendent of Highways, Commissioner or his/her designee may designate the time of coffee break.
- (B) 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 Superintendent of Highways, Commissioner or his/her designee or foreman any working conditions which appear unsafe or create an unnecessary hazard. Should the Town offer defensive driving courses, an employee may attend free of charge. The Town agrees to supply necessary equipment to those employees who are required to undergo testing to obtain motor vehicle licenses for the operation of equipment as part of their job duties.
- (C) Uniforms and Mileage Allowance.
  - (1) Uniforms and Work Clothes will be supplied as follows:

Four (4) sets of uniforms and work clothes; consisting of four (4) pairs of pants, four (4) winter shirts and four (4) summer shirts, five (5) tee shirts, two (2) winter jackets, and one (1) parka, as needed. Each employee will be responsible for the cleaning and maintenance of his or her uniforms. Uniforms shall be replaced on an "as needed" basis, and an employee shall be given the option of turning in his or her old uniforms or retaining them for personal use. An employee shall be required to demonstrate the need for any new uniform before receiving a new uniform

by having the old uniform inspected by an individual to be determined by the Superintendent of Highways, Commissioner or his/her designee. If the Highway Department fails to supply the employee with uniforms within a reasonable length of time, a letter will be provided to the employee explaining the reasons.

- (2) The Town agrees to purchase thirty-six (36) sets of rain gear and to issue said rain gear when needed, as determined by the Superintendent of Highways, Commissioner or his/her designee. In addition to said rain gear, the Highway Department agrees to issue two (2) pair of heavy duty work gloves per year, one each in January and July, except for those employees who work within an area which requires gloves to be replaced on an as needed basis. It will be the responsibility of the employee to care for and protect the rain gear and work gloves provided, and to return said rain gear when there is no further need for it.
  - (3) Employees who are issued uniforms shall be required to wear same.
  - (4) Employees must return to the Town old or unusable uniforms as well as their Town I.D. and any Town issued equipment, at the Town's request and/or when they leave Town employment.
  - (5) Effective December 9, 1998, any employee using his own vehicle for Town use shall be reimbursed at the rate of \$.26 per mile. Town use shall be determined by the Superintendent of Highways, Commissioner or his/her designee.
- (D) The Town agrees to correct hazardous and unsanitary conditions in working areas within a reasonable amount of time wherever such action is practicable and within the limits of the Town's control.
- (E) All employees shall return all keys to any Town equipment to that employee's immediate supervisor upon the employee's last day of work due to illness, vacation, etc.

**SECTION 8: Jury Service.**

All employees will be paid their regular salary while performing jury service. Employees shall endorse their jury salary check to the Town. Travel allowance or mileage compensation checks for jury service are to be retained by the employee. In addition, the Town agrees to arrange the work schedule of any employee called for jury duty so that the employee so called will not lose normal days off, provided that upon receiving notice for jury duty the employee immediately notifies the Superintendent of Highways, Commissioner or his/her designee.

**SECTION 9: 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 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 10: 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.

It is understood that rules pertaining to work conditions and practices will be established in the Highway Department by and between the Highway Unit and Superintendent of Highways, Commissioner or his/her designee.

**SECTION 11: Rental of Equipment.**

The Superintendent of Highways, Commissioner or his/her designee shall not rent equipment while similar Town equipment is available for use. Only Town employees will be utilized on bare equipment rented on a monthly basis. This rule shall not apply where in the judgment of the Supervisor of the Town a snow or ice emergency exists.

**SECTION 12: Labor-Management Committee.**

A Labor-Management Committee shall be formed at the beginning of each calendar year, to meet on a regular basis for the purpose of establishing harmonious and cooperative understanding with respect to working conditions and employer-employee relationships. This committee shall meet monthly, after regular business hours, or at such other times as the Town and C.S.E.A. shall mutually agree.

**SECTION 13: Blood Donation.**

The Town agrees to grant each employee two (2) hours off two (2) times per year without loss of pay for the purpose of donating blood to the C.S.E.A. Highway Blood Bank. An employee must obtain the advance approval of the Superintendent of Highways, Commissioner or his/her designee before taking this time off for the purpose of donating blood.

**SECTION 14: Identification Cards.**

The Town shall provide identification cards to each employee. 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 15: Collective Bargaining Agreement.**

The Town will make every reasonable effort to supply employees with copies of the contract no later than ninety (90) days after it is executed.

**SECTION 16: Safety Equipment/Maximum Temperature.**

The need for better safety equipment and maximum temperature in which an employee is required to work shall be referred to the Town Safety Committee and/or Labor-Management Committee.

**SECTION 17: Snow/Ice Emergencies.**

In the event of a snow or ice emergency, the Highway Department shall utilize all available and functioning Highway equipment which can be reasonably adapted for efficient snow removal before the rental and utilization of equipment not owned by the Highway Department. During a snow or ice emergency, Town Highway Department employee shall work so long as individuals not employed by the Town are working on behalf of the Town within the same regions as Town employees are working. The Town shall be divided into four (4) regions for purposes of snow/ice emergencies.

**SECTION 18: Vehicles.**

- (A) For those employees who receive automobiles after January 1, 1983, the Town in its sole discretion may take those automobiles away without any prior notice, agreement or payment to the employee.
- (B) For those employees who received automobiles prior to January 1, 1983, the Town shall have the right, beginning no earlier than February 1, 1984, to take automobiles away from no

more than 20 employees per year. Any such employee who loses a vehicle shall receive a one-time lump sum of \$675.00. The Town shall give six (6) months' notice to any such employee who is to lose a vehicle.

**SECTION 19: President of Suffolk Local.**

In the event that a Brookhaven Town employee who is covered by any labor agreement between the Town of Brookhaven and the C.S.E.A. is elected to serve as President of the Suffolk Local 852, such employee shall have the right to perform the duties of such elected office and devote such time as may be required provided, however, that such employee shall perform his or her duties with the Town of Brookhaven as time permits.

All such duties as President of the Suffolk Local shall be recognized as time worked, fulfilling job requirements with the Town. The employee so elected shall continue to receive from the Town all applicable benefits and protection under the labor agreement.

**SECTION 20: Legal Services.**

The Town agrees to provide legal services for any Town employee where the action arises out of an assault, provided the employee was acting within the scope of his/her employment at the time of such assault, and further provided that the employee has filed a complaint with the Police Department, naming the assailant and alleging assault.

**SECTION 21: Public Officers 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 22: Safety Committee.**

A safety committee shall be established to address any safety or health issues affecting the working conditions of employees. The committee shall meet monthly, outside regular business hours, or at such other times as the Town and C.S.E.A. shall mutually agree.

**SECTION 23: Employee's Home Address.**

Employees must provide the Town with a current home address, as well as any change in their home address, as it occurs.

**SECTION 24: Notification of Arrests/Convictions.**

Employees must inform the Highway Superintendent or his/her designee of any pending or future arrest that involves unlawful physical contact, drugs or alcohol, weapons, operation of a motor vehicle, damage to property, or theft, as well as any conviction for any crime or violation, other than a non-moving traffic violation, within twenty-four (24) hours of the arrest or release from custody, whichever comes first, and in the case of a conviction, within twenty-four (24) hours thereof.

**SECTION 25: Drug/Alcohol Testing.**

All employees, regardless of title, shall be subject to pre-employment, random, reasonable suspicion, and post-accident drug/alcohol testing as set forth in the Town's policy, regardless of whether they perform safety sensitive functions and regardless of the class of driver's license they hold. Post-accident testing shall include testing whenever an employee is involved in any motor vehicle accident involving a Town vehicle.

**SECTION 26: Operation of Equipment.**

- (A) Heavy Equipment Operators may be required to operate any piece of equipment which he/she is permitted to operate pursuant to the Suffolk County Department of Civil Service.
- (B) Employees in positions which may require driving, regardless of title, shall be required to possess a CDL Class B driver's license. Heavy Equipment Operators, Construction Equipment Operators, Road Repair Workers and all Automotive Mechanics are required to possess a CDL Class A driver's license.

**ARTICLE XII  
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 XIII  
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., immediate supervisors and Superintendent of Highways, Commissioner or his 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 Immediate Supervisor:**

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

**(B) Step Two--The Superintendent of Highways, Commissioner or his/her designee:**

- (1) 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 Superintendent of Highways, Commissioner or his/her designee. The Superintendent of Highways, Commissioner 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 immediate supervisor.

- (2) If the grievance involves a dispute as to salary, step or grade discrepancy, a full-time employee and/or the C.S.E.A. Blue Collar Highway Unit representative may avoid "Step One" and present said grievance to the Superintendent of Highways, Commissioner or his/her designee in the first instance.

- (C) Step Three--An Appeal From the Superintendent of Highways, Commissioner or his/her Designee:

Upon failure to resolve his 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 the Superintendent of Highways/Commissioner's decision. The Director shall have then (10) business days from the time that the grievance is submitted to him in which to endeavor to resolve and/or answer the grievance in writing. If the grievance remains unresolved, either the Town or CSEA 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 CSEA 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 Suffolk County 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 Suffolk County 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 XIV  
CONFORMITY TO LAW**

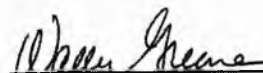
In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this agreement shall remain in full force and effect.

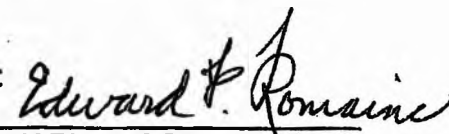
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement this    day of                   , 2013.

TOWN OF BROOKHAVEN

  
DANIEL P. LOSQUADRO  
SUPT. OF HIGHWAYS

BROOKHAVEN TOWN  
HIGHWAY DEPARTMENT  
BLUE COLLAR UNIT/CSEA

BY:   
WALLY GREENE, PRESIDENT  
CSEA HIGHWAY UNIT

BY:   
EDWARD P. ROMAINE  
SUPERVISOR

*Per Resolution SP-5, 2012  
September 13, 2012*

STATE OF NEW YORK )

ss.:

COUNTY OF SUFFOLK )

On this 23<sup>rd</sup> day of Dec., 2013, before me personally came EDWARD P. ROMAINE, to me known, who being by me duly sworn did depose and say that he resides at Center Moriches, New York; that he is the Supervisor of the Town of Brookhaven, the municipal corporation which executed the foregoing instrument; that he knows the seal of the said municipality, that the seal affixed to said instrument is such municipal corporation seal; that it was so affixed by order of the Town Board of the Town of Brookhaven and that he signed his name thereto by like order.

Carol C. Dono  
NOTARY PUBLIC

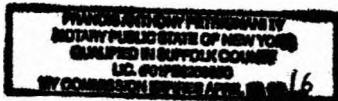
CAROL C. DONO  
Notary Public, State of New York  
No. 01DO6052424  
Qualified in Suffolk County  
Commission Expires January 2, 2014

STATE OF NEW YORK )

ss.:

COUNTY OF SUFFOLK )

On this 20 day of December, 2013, before me personally came DANIEL P. LOSQUADRO, to me known, who being by me duly sworn did depose and say that he resides at 4 Upper Cross Way, Shoreham, NY 11786; that he is the Superintendent of Highways of the Town of Brookhaven, the municipal corporation which executed the foregoing instrument; that he knows the seal of said municipality; that the seal affixed to said instrument is such municipal corporation seal; that it was so affixed by order of the Town Board of the Town of Brookhaven and that he signed his name thereto by like order.



Francis Anthony Petriganni IV  
NOTARY PUBLIC

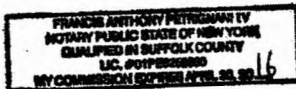
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STATE OF NEW YORK )

) ss.:

COUNTY OF SUFFOLK )

On this 19 day of December, 2013, before me personally came WALLY GREENE, to me known, who being by me duly sworn did depose and say that he resides at 242 Orchard Dr. Westville Beach NY 11951 that he is the President of the BROOKHAVEN TOWN HIGHWAY DEPARTMENT BLUE COLLAR UNIT, C.S.E.A; that he is the individual described in and who executed the foregoing instrument and acknowledged to me that he executed same.



Francis Anthony Petriganni IV  
NOTARY PUBLIC

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**EXHIBIT A  
SCHEDULE OF SICK LEAVE ACCRUALS  
HIGHWAY BLUE COLLAR UNIT & SIGNAGE EMPLOYEES**

<b>PAY DAY</b>	<b>SICK DAYS ACCRUED PER PAY PERIOD BY EMPLOYEES HIRED PRIOR TO DECEMBER 9, 1998</b>	<b>SICK DAYS ACCRUED PER PAY PERIOD BY EMPLOYEES HIRED AFTER DECEMBER 9, 1998</b>
1	.5	.5
2	.5	.5
3	.5	.5
4	.5	.5
5	.5	---
6	.5	.5
7	.5	.5
8	.5	.5
9	.5	---
10	.5	.5
11	.5	.5
12	.5	.5
13	.5	---
14	.5	.5
15	.5	.5
16	.5	.5
17	.5	.5
18	.5	---
19	.5	.5
20	.5	.5
21	.5	.5
22	.5	---
23	.5	.5
24	.5	.5
25	.5	.5
26	.5	---
27	---	---
<b>TOTAL DAYS</b>	<b>13.00</b>	<b>10.00</b>

Highway Blue Collar Unit & Signage employees hired after December 9, 1998 will accrue 10 sick days per year during the first 5 years with the Town of Brookhaven, unless promoted above the title of laborer or guard, then the employee receives the same sick leave as employees hired prior to December 9, 1998. Beginning with the 1st pay day after their 5th anniversary, they will accrue 13 sick days per year.

**NOTE:**

**EXHIBIT B**  
**SCHEDULE OF PERSONAL LEAVE-HIGHWAYBLUE COLLAR & SIGNAGE EMPLOYEES**  
**FOR THEIR FIRST CALENDAR YEAR OF EMPLOYMENT**

MONTH EMPLOYMENT COMMENCES	PERSONAL DAYS GIVEN TO BLUE COLLAR EMPLOYEES HIRED	PERSONAL DAYS GIVEN TO BLUE COLLAR EMPLOYEES HIRED	PERSONAL DAYS GIVEN TO BLUE COLLAR EMPLOYEES HIRED
	PRIOR TO DECEMBER 9, 1998 1ST YEAR OF EMPLOYMENT	AFTER DECEMBER 9, 1998 1ST YEAR OF EMPLOYMENT	AFTER DECEMBER 9, 1998 5TH YEAR OF EMPLOYMENT
JANUARY	5.00	3.00	5.00
FEBRUARY	4.50	2.50	5.00
MARCH	4.00	2.50	4.50
APRIL	4.00	2.00	4.50
MAY	3.50	2.00	4.50
JUNE	3.00	1.50	4.50
JULY	2.50	1.50	4.00
AUGUST	2.00	1.00	4.00
SEPTEMBER	1.50	1.00	4.00
OCTOBER	1.50	0.50	4.00
NOVEMBER	1.00	0.50	3.50
DECEMBER	0.50	0.00	3.50

Highway Blue Collar and Signage employees hired after December 9, 1998, will be given 3 personal days per year during the first 5 years of their employment with the Town of Brookhaven. In the calendar year in which the employee celebrates their 5th anniversary with the Town of Brookhaven, the employee will earn a pro-rated share of 3 days per year to their anniversary date and 5 days per year from their anniversary date through the end of the calendar year. For example, if an employee's anniversary date is during the month of July, then they would earn 1.5 days from January through their anniversary date in July and 2.5 days from their anniversary through the end of the calendar year for a total of 4 personal days during the calendar year in which they celebrate their 5th anniversary.

**NOTE:**

Department of Finance

**EXHIBIT C  
VACATION LEAVE EARNINGS SCHEDULE  
HIGHWAY BLUE COLLAR UNIT & SIGNAGE EMPLOYEES HIRED PRIOR TO 12/9/98**

Year of Employment	MONTH OF EMPLOYMENT												Total Days Earned
	1	2	3	4	5	6	7	8	9	10	11	12	
1st						5.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
2nd	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	12.0
3rd	1.0	1.0	1.0	1.0	1.0	1.5	1.0	1.0	1.0	1.0	1.0	1.5	13.0
4th	1.0	1.0	1.5	1.0	1.0	1.5	1.0	1.0	1.5	1.0	1.0	1.5	14.0
5th	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5	15.0
6th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
7th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
8th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
9th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
10th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
11th	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	21.0
12th	1.5	2.0	2.0	1.5	2.0	2.0	1.5	2.0	2.0	1.5	2.0	2.0	22.0
13th	1.5	2.0	2.0	2.0	2.0	2.0	1.5	2.0	2.0	2.0	2.0	2.0	23.0
14th	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	24.0
15th	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	30.0

Note: Vacation accruals are added to employees leave balances on the last pay day of each month listed above.

DEPARTMENT OF FINANCE

**EXHIBIT D  
VACATION LEAVE EARNINGS SCHEDULE  
HIGHWAY BLUE COLLAR UNIT & SIGNAGE EMPLOYEES HIRED AFTER 12/9/98**

Year of Employment	MONTH OF EMPLOYMENT												Total Days Earned
	1	2	3	4	5	6	7	8	9	10	11	12	
1st						5.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
2nd	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
3rd	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
4th	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	0.5	1.0	1.0	10.0
5th	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	12.0
6th	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5	15.0
7th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
8th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
9th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
10th	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	1.5	1.5	2.0	20.0
11th	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	1.5	2.0	21.0
12th	1.5	2.0	2.0	1.5	2.0	2.0	1.5	2.0	2.0	1.5	2.0	2.0	22.0
13th	1.5	2.0	2.0	2.0	2.0	2.0	1.5	2.0	2.0	2.0	2.0	2.0	23.0
14th	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	24.0
15th	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	30.0

Note: Vacation accruals are added to employees leave balances on the last pay day of each month listed above.

