



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Brookhaven, Town of and Town of Brookhaven Public Safety Department Code Enforcement and Security Employees Unit, CSEA Local 1000, AFSCME, AFL-CIO (2014)**

Employer Name: **Brookhaven, Town of**

Union: **Town of Brookhaven Public Safety Department Code Enforcement and Security Employees Unit, CSEA Local 1000, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/02/2014**

Expiration Date: **12/31/2017**

PERB ID Number: **9928**

Unit Size:

Number of Pages: **22**

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

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

COS/9928

AGREEMENT

MADE BY AND BETWEEN
THE TOWN OF BROOKHAVEN AND
C.S.E.A. INC., LOCAL 1000, AFSCME,
AFL-CIO

CODE ENFORCEMENT

2014 to 2017

7/2/14 — 12/31/2017

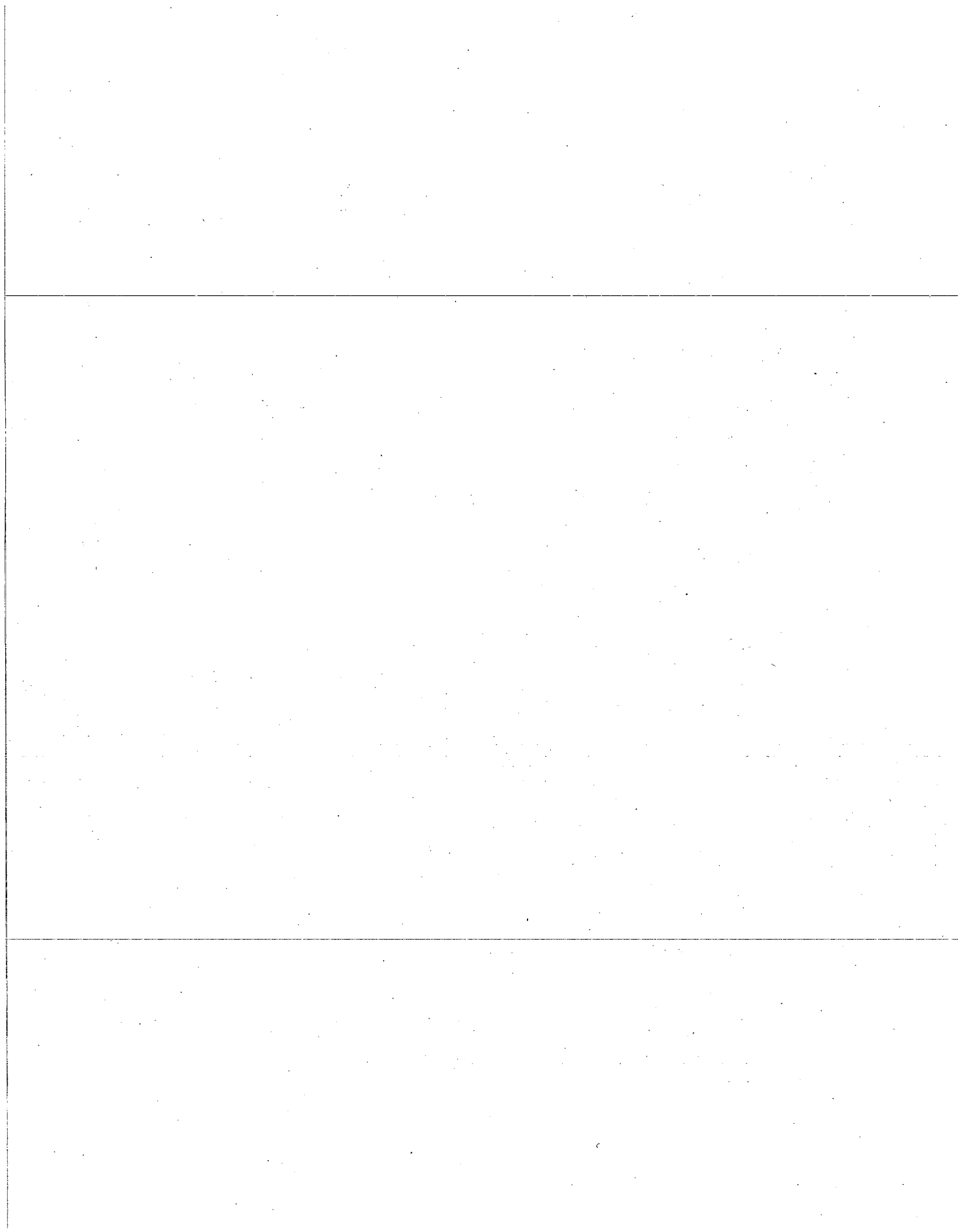


TABLE OF CONTENTS

		PAGE
<u>ARTICLE I</u>	<u>APPLICABLE LAW</u>	5
Section 1	Legislative Approval	5
<u>ARTICLE II</u>	<u>TERM OF AGREEMENT</u>	5
Section 1	Terms of Agreement	5
<u>ARTICLE III</u>	<u>RECOGNITION</u>	5
Section 1	Recognition of C.S.E.A.	5
Section 2	Payroll Deductions	5
(A)	Discontinuance/Change of Deduction	6
(B)	Credit Union Deduction	6
(C)	Deferred Compensation Plan	6
Section 3	Agency Shop	6
Section 4	Strikes	6
<u>ARTICLE IV</u>	<u>COLLECTIVE BARGAINING UNIT</u>	6
<u>ARTICLE V</u>	<u>COMPENSATION AND SALARY</u>	6
Section 1	Pay, Bi-Weekly Basis	6
Section 2	Compensatory Time	6
Section 3	Discussion of Monetary Increase	6
Section 4	Cost of Living Adjustment	7
<u>ARTICLE VI</u>	<u>WORK WEEK, WORK DAY</u>	7
Section 1	Work Week	7
Section 2	Time Sheets	7
Section 3	Change of Shift	7
Section 4	Meal Break	8
Section 5	Time Off	8
Section 6	Leaving Work Early	8
Section 7	Weather Emergencies	8
<u>ARTICLE VII</u>	<u>HOLIDAYS</u>	9
<u>ARTICLE VIII</u>	<u>RELEASE TIME</u>	9

<u>ARTICLE IX</u>	<u>SENIORITY, PERSONNEL, NOTICES, USE OF TOWN FACILITIES AND WORKING CONDITIONS AND SAFETY</u>	9
Section 1	Seniority	9
Section 2	Personnel	10
(A)	Examination of Personnel File	10
(B)	Reproducing Personnel File	10
(C)	Official Personnel File	10
(D)	Derogatory Material	10
(E)	Right to Answer Derogatory Material	10
(F)	Consultation With Unit Representative	10
(G)	Examination of Personnel File To Remove Derogatory Material	10
Section 3	Notices	10
(A)	Business Notices	10
(B)	Vacancies	11
(C)	Notice to Commissioners	11
(D)	Notice of Disciplinary Action	11
Section 4	Use of Town Facilities	11
Section 5	Working Conditions, Safety & Uniforms	11
(A)	Driving Unsafe Vehicles	11
(B)	Uniforms	12
Section 6	Legal Counsel	12
Section 7	Public Officer's Law	12
Section 8	Director of Labor Relations	12
Section 9	Labor-Management Committee	12
Section 10	Identification Cards	12
Section 11	Collective Bargaining Agreement	13
Section 12	Blood Donation	13
Section 13	Vehicles	13
Section 14	Drug/Alcohol Testing	13
Section 15	Physical Examination	13
Section 16	Security Guard License	13
Section 17	Addresses	14
Section 18	Arrests and Convictions	14
Section 19	Citizen Complaints	14
<u>ARTICLE X</u>	<u>LIMITATIONS OF AUTHORITY</u>	14
<u>ARTICLE XI</u>	<u>GRIEVANCES & GRIEVANCE PROCEDURE</u>	14
Section 1	Grievance Procedure	14
Section 2	Consideration of Grievances	15
(A)	Step One— Division Director/Immediate Supervisor	15
(B)	Step Two—Commissioner/Dept. Head	15

(C)	Step Three—Appeal	15
Section 3	Arbitration	16
(A)	Powers of Arbitrator	16
(B)	Meet With Parties	16
(C)	Decision of Arbitrator	16
(D)	Appeal of Arbitrator's Decision	16
(E)	Enforcement of Decisions	17
ARTICLE XII	<u>CONFORMITY TO LAW</u>	17

ARTICLE I
APPLICABLE LAW

SECTION 1: 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 therefore, shall not become effective until the appropriate body has given approval.

ARTICLE II
TERM OF AGREEMENT

SECTION 1: Term.

The term of the Agreement shall commence upon its execution, and shall terminate December 31, 2017.

ARTICLE III
RECOGNITION

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

The Town recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("C.S.E.A.") as the sole and exclusive representative for the purpose of collective negotiations of terms and conditions of employment and the administration of grievances arising thereunder, of a negotiating unit of employees consisting of part-time employees of the Town, Department of Public Safety, limited to Code Enforcement Officers, Guards, Sr. Guards, and Sr. Security Guards, including Sergeants, Lieutenants, Captains, and Dispatchers, but excluding per diem and temporary employees who work up to ninety (90) consecutive work days. It is understood and agreed that per diem and temporary employees will not be hired for a particular assignment unless existing employees, where applicable, have been offered the opportunity to work the maximum number of hours, including extra seasonal hours as permitted by the Suffolk County Department of Civil Service.

SECTION 2: Payroll Deductions.

The Town shall deduct regular membership dues from the wages of the employees and remit to the C.S.E.A., 143 Washington Avenue, Capital Box 7125, Albany, NY, 12224. The Town shall make deductions for PEOPLE and all CSEA sponsored life, sickness, accident, and auto premium deductions for those employees who signed dues deduction authorization cards and submitted same to the Commissioner/Comptroller of the Town of Brookhaven. These deductions shall be remitted to the appropriate entity. 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) ~~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: Agency Shop.

The Town shall grant an agency shop contract provision to the C.S.E.A. pursuant to New York State Law.

SECTION 4: Strikes.

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.

**ARTICLE IV
COLLECTIVE BARGAINING UNIT**

The Salary Schedule applicable to this bargaining unit shall be provided to the Unit President annually.

**ARTICLE V
COMPENSATION AND SALARY**

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

SECTION 2: In the event an employee is authorized and specifically directed to work in excess of the number of hours otherwise permissible by the Suffolk County Department of Civil Service, due to emergency or unforeseen conditions, compensatory time will be provided therefor, which must be used within six months. Failure to use such compensatory time shall result in forfeiture thereof.

SECTION 3: In August 2015, upon written request from CSEA, the parties shall meet to discuss the possibility of monetary increases in 2016.

SECTION 4: There shall be a Cost of Living Adjustment effective January 1, 2017. 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 31st prior to the effective adjustment with a minimum of not less than one (1%) percent and a maximum of not more than three (3%) percent. In the event such inflation rate is one (1%) percent or less, the salary increase shall be one (1%) percent. In the event such inflation rate is three (3%) percent or above, the salary increase shall be three (3%) percent.

ARTICLE VI
WORK WEEK, WORK DAY

SECTION 1: Work Week.

- (A) The number of hours worked shall be at the discretion of the Town. The Town agrees to work with employees that may have special conditions regarding working hours, to the extent it can accommodate those conditions. In this regard, the Town will attempt to avoid assigning work of a non-emergency nature if it would result in requiring employees to work past the end of their scheduled tour, but the ultimate determination of whether employees must work past the end of their scheduled tour will be made by the Town.
- (B) Seniority shall be a factor, but not the sole factor, taken into consideration by the Town in determining which employees may be laid off, which will be offered and/or required to work an increased work schedule, and which employees will be offered and/or required to work a decreased work schedule. The Town's determination with regard to the foregoing shall not be subject to arbitration.
- (C) The Town will provide two (2) weeks advanced written notice to the unit president prior to any lay-off. Such notice to the unit president will include the names of the affected employees. Laid off employees shall have the right to apply for any future vacancies.

SECTION 2: Time Sheets.

Employees shall be required to fill out their time sheets on a daily basis.

SECTION 3: Change of Shift.

The Town shall provide two week notification for any permanent change of shift. This shall not preclude a change of shift that is mutually agreed upon by the Town and

the employee. For special events and needs by the Town that require additional resources, upon two weeks notice the Town shall request volunteers, including employees that have pre-approved time off, and if there are not sufficient volunteers, the Town shall fill the remaining spots by order of reverse seniority for each in-house title, except that no employee who had pre-approved time off will be subject to discipline if they decline to work. This two week notice requirement shall not apply in case of an emergency.

SECTION 4: Meal Break.

When more than one employee is assigned to work the same stationary shift of at least six (6) hours in duration, each employee shall receive a thirty (30) minute unpaid meal break. In administering the foregoing the Town shall first meet with the union to determine its preference for whether or not to extend the workday for those affected employees in these assignments as of February 25, 2011, so as to not adversely affect their compensation.

SECTION 5: Time off.

- (A) Employees who have actively worked for one continuous year are permitted twelve days (tours) off without pay each year, provided that such absence is authorized and further provided that for vacations the request for time off is made between 14-30 days in advance; for a personal day the request is made at least 72 hours in advance.
- (B) In addition, such employees are also permitted five days (tours) off without pay, except as provided herein, each year due to their own illness, provided they notify the Town prior to the commencement of their shift. Any unused time off will not be carried over into the following year.

SECTION 6: Leaving work early.

Leaving work early for personal illness will be regarded as an approved absence pursuant to Section 5(A) above, if the employee has worked at least half the scheduled tour prior to leaving, and has received the approval of the Commissioner or his designee.

SECTION 7: Weather Emergencies.

Absence due to a weather emergency will be regarded as an approved absence pursuant to Section 5(A) above, provided the employee has made a good faith effort to report for work but was unable to do so due to weather conditions beyond his/her control, and further provided that advanced notice of the inability to report to work has been given to the Commissioner or his designee. In case of the foregoing, the Town reserves the right to pick the employee up and return them home after the completion of his/her tour.

**ARTICLE VII
HOLIDAYS**

Any employee scheduled to work the following holidays, and who does work on the holiday along with all of his/her other scheduled shifts in the week in which the holiday occurs, shall be paid time and one-half:

New Years Day
Christmas Day
Memorial Day
July 4th
Thanksgiving Day
Labor Day
Veterans Day (Effective 2014)

If a scheduled employee chooses not to work the holiday, he/she shall provide at least two weeks advance notice, in which case the option to work the holiday shall be offered to employees in the title of the scheduled employee on the basis of seniority within Code Enforcement. Should no such employee desire to work the holiday, the Town may direct the least such senior employee to work the holiday. If an employee is mandated to work on a holiday, that employee shall be paid time and one-half.

**ARTICLE VIII
RELEASE TIME**

There will be one officer of the unit, designated by the unit, for the purpose of adjusting employee complaints or assisting in the administration of this Agreement, and who shall be permitted to devote time and fulfill these obligations, to the extent they cannot be fulfilled during non-working hours, in order to maintain 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 authorized designee, and with the agreement of the Commissioner/Department Head or his/her designee, 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.

**ARTICLE IX
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 his/her most recent hiring in Code Enforcement. All things being equal in the judgment of the Town, seniority shall be utilized in filling vacancies. Seniority shall prevail should more than one employee

seek to take unpaid vacation at the same time, unless it has already been approved for the junior employee.

SECTION 2: Personnel.

- (A) Upon request, an employee will be permitted to examine that employee's official personnel file.
- (B) The Division of Personnel shall reproduce for the employee, within five business days, any material in that employee's official personnel file. However, if the employee is the subject of pending disciplinary charges, access to the file shall be provided as soon as possible.
- (C) There shall be only one official personnel file.
- (D) No material derogatory to the conduct, character or personality of an 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 sign said material. Such signature will not mean that the employee agrees with the content thereof. If the employee refuses to sign the copy, the Commissioner/Department Head 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 filed in said employee's 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) Employees may request to review their personnel file with a representative of C.S.E.A. and the Personnel Officer or his designee for the purpose of asking that certain material be removed. The Town retains sole discretion in determining which material will be removed.

SECTION 3: 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:

- (1) It is understood that no material concerning Political Activities, or which is disparaging to any person, group or entity, is to be placed on bulletin boards.
 - (2) In the event that the question arises as to the contents of such material, the Supervisor of the Town reserves the right to have material removed which he deems violative of Section (1) above.
- (B) **Vacancies/Promotions.** Lists of vacancies/promotions for the titles of senior guard, senior security guard and dispatcher will be posted upon all Town bulletin boards. Such posting will be simultaneous throughout the Town and be the responsibility of the Unit president or designee upon his receipt of said posting from the Division of Personnel. Employees shall have ten (10) business days from the date of the posting to apply for any vacant positions. All such applications shall be submitted to the Commissioner of Public Safety or the Commissioner of any successor department.
- (C) **Notice to Commissioner.** The Town agrees to send a copy of the Agreement to the Commissioner of the Department of Public Safety or his/her designee so that the supervisory personnel in the department 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 or by personal delivery.

SECTION 4: Use of Town Facilities.

The C.S.E.A. will be permitted, subject to the approval of the Town, to use the Town Hall facilities at no charge for the purpose of adjusting grievances, administering the terms and conditions of this Agreement, and for conducting union meetings.

SECTION 5: Working Conditions, Safety and Uniforms.

- (A) 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 Commissioner/Department Head or his/her designee or foreman any working conditions which appear unsafe or create an unnecessary hazard. The Town agrees to pay for an employee's safe driving course, if feasible, for any employee as determined by the Town, who is required to drive a Town vehicle in the exercise of the employee's duties. Should the Town offer defensive driving courses, an employee may attend free of charge.

- (B) While on duty, employees must at all times wear their uniforms and name tags, if issued, and carry their Town issued ID, unless otherwise directed by the Commissioner or his/her designee. Upon termination/resignation of employment, all uniforms, name tags, the Town issued ID, and all other Town property must be returned to the Town. Uniforms must not be worn while off-duty, except for travel directly to and from work.

SECTION 6: 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 all 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 7: Public Officer's 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 8: 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.

SECTION 9: Labor Management Committee.

A Labor Management Committee made up of two members of the bargaining unit designated by the unit, and two members of management designated by management, shall meet on an as-needed basis at the request of the Unit or the Town for the purpose of addressing health/safety issues and other miscellaneous issues which may arise. The Unit and the Town shall make every effort to schedule the meetings during a time when Unit representatives are not scheduled for a shift.

SECTION 10: Identification Cards.

The Town shall provide identification cards to each employee which will be worn or carried at all times when on duty. 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 11: Collective Bargaining Agreement.

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

SECTION 12: Blood Donation.

The Town agrees to allow an employee to take two (2) hours off per year without loss of pay for the purpose of donating blood.

SECTION 13: Vehicles.

The assignment of a vehicle to an employee shall not be considered a term and condition of employment, and the Town reserves the right to take such vehicle away at any time.

SECTION 14: Drug/Alcohol Testing.

The Town may require employees to submit to random drug/alcohol testing, reasonable suspicion drug/alcohol testing, and drug/alcohol testing when an employee is involved in an accident which results in damage to property or person.

SECTION 15: Physical Examination.

If in the Commissioner of Public Safety's assessment or that of his/her designee, there is reason to question the ability of the employee to perform the duties of his/her position, then in that event the employee may be required to submit to a physical examination by a physician at the Town's expense. The examination may be performed by a physician of the employee's choice, but the Town reserves the right to refer the employee to a physician chosen by the Town as well. Should the results be unfavorable for the employee, the labor-management committee shall meet to discuss available options, including reassignment, before a determination is made thereon by the Town.

SECTION 16: Security Guard License

- (A) Active employees with the Civil Service title of Guard, Senior Guard, Security Guard or Senior Security Guard will be reimbursed up to \$25.00 for the bi-annual state registration fee upon their submitting proof of the required payment, prior to the expiration of their license.
- (B) No employee shall be terminated as a result of the expiration of their security guard license unless and until more than thirty (30) days have passed since it expired.

SECTION 17: Addresses

Every employee shall be required to provide their legal address, not a post office box, to the Town, and immediately advise it of any changes.

SECTION 18: Arrests and Convictions

Employees shall be required to notify the Commissioner of Public Safety or his/her designee, if they are arrested or convicted of any misdemeanor, felony or violation other than a non-moving traffic violation, and whether or not on Town time. Should employees be questioned about any such arrest or conviction, they shall be afforded the right to have a union representative with them.

SECTION 19: Citizen Complaints

In the event an employee is suspended without pay or terminated based solely on a citizen complaint, the employee shall be provided the substance of the complaint, and an opportunity to either explain or rebut the complaint, before the suspension without pay or termination becomes effective.

**ARTICLE X
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 XI
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., Commissioner/Department Head or his/her 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 Division Director or Immediate Supervisor:

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

(B) Step Two--The Commissioner/Department Head or his/her designee:

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 Commissioner/Department Head or his/her designee. The Commissioner/Department Head 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 Division Director or immediate supervisor.

(C) Step Three--An Appeal From the Commissioner/Department Head or his/her designee's Determination:

Upon failure to resolve his/her 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 a Commissioner/Department Head or his/her designee's decision. The Director shall have then (10) business days from the time that the grievance is submitted to in which to endeavor

to resolve and/or answer the grievance in writing. If the grievance remains unresolved, either the Town or C.S.E.A. 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 C.S.E.A. 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 XII
CONFORMITY TO LAW

In the event any provision or provisions hereof are held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and the parties will meet to negotiate a successor provision.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement this day of , 2014.

TOWN OF BROOKHAVEN

BY: Edward Romaine
EDWARD ROMATINE, SUPERVISOR

CSEA

BY: Mar. P. V. [Signature]

CSEA

BY: [Signature] JHS CSEA, INC.

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On this 12 day of May, 2014, before me personally came EDWARD ROMAINE, to me known, who being by me duly sworn did depose and say that he resides at Center Horiches, 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.

CHRISTINE J SCHRODER
Notary Public, State of New York
No. 01SC6148966
Qualified in Suffolk County
Commission Expires July 03, 2014

Christine J Schroder
NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On this 7 day of May, 2014, before me personally came Marie Vito, to me known, who being by me duly sworn did depose and say that he resides at Medford, New York; that he is the President of the 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.

CHRISTINE J SCHRODER
Notary Public, State of New York
No. 01SC6148966
Qualified in Suffolk County
Commission Expires July 03, 2014

Christine J Schroder
NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On this 7 day of May, 2014, before me personally came Les Eason, to me known, who being by me duly sworn did depose and say that he resides at Hempstead, New York; that he is the Labor Rel. Spec. of the 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.

CHRISTINE J SCHRODER
Notary Public, State of New York
No. 01SC6148966
Qualified in Suffolk County
Commission Expires July 03, 2014

Christine J Schroder
NOTARY PUBLIC

THIS PAGE IS INTENTIONALLY LEFT BLANK

THIS PAGE IS INTENTIONALLY LEFT BLANK

THIS PAGE IS INTENTIONALLY LEFT BLANK