



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: **Brighton, Town of and Town of Brighton Unit 7415, CSEA, Local 1000, AFSCME, AFL-CIO, Monroe County Local 828 (2005)**

Employer Name: **Brighton, Town of**

Union: **Town of Brighton Unit 7415, CSEA, AFSCME, AFL-CIO**

Local: **1000, Monroe County 828**

Effective Date: **01/01/05**

Expiration Date: **12/31/09**

PERB ID Number: **7292**

Unit Size: **37**

Number of Pages: **27**

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/>

AGREEMENT

**by and between the
TOWN OF BRIGHTON**

and

CSEA, Local 1000 AFSCME, AFL-CIO

CSEA

**Town of Brighton Unit 7415
Monroe County Local 828**

January 1, 2005 – December 31, 2009

Received 6/25/07

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page</u>
	AGREEMENT	3
I	RECOGNITION	3
II	COLLECTIVE BARGAINING UNIT	3
III	RIGHTS OF EMPLOYEES	4
IV	UNION BUSINESS	4
V	MANAGEMENT RIGHTS	5
VI	COMPENSATION	5
VII	HEALTH INSURANCE	7
VIII	HOURS OF WORK AND OVERTIME	9
IX	HOLIDAYS	10
X	SICK LEAVE	12
XI	DEATH IN FAMILY	13
XII	JOB POSTING AND PROMOTION	13
XIII	FIRE EMERGENCY	13
XIV	PERSONAL LEAVE	14
XV	VACATIONS	14
XVI	MILITARY LEAVE AND JURY DUTY	16
XVII	LEAVE OF ABSENCE WITHOUT PAY	17
XVIII	WORKERS' COMPENSATION PAY	17
XIX	PROBATIONARY PERIOD	18
XX	TIME ACCOUNTING AND PAY PERIODS	18
XXI	SENIORITY	19
XXII	GRIEVANCE PROCEDURE	20
XXIII	OUT-OF-TITLE WORK	22
XXIV	UNIFORMS	23
XXV	MISCELLANEOUS	23
XXVI	RETIREMENT	24
XXVII	CHANGES AND DURATION	25
	SIGNATURE PAGE	25
	APPENDIX A - WAGE CHART	26
	APPENDIX B - WAGE CHART	27
	APPENDIX C - MEMORANDUM OF AGREEMENT	28

AGREEMENT

This is an Agreement entered into the 6th day of, July 2005, by and between the Town of Brighton (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc., Town of Brighton Unit, Local 828 (hereinafter referred to as the "Union").

ARTICLE I **RECOGNITION**

Section 1

The Employer recognizes the Union as the sole and exclusive representative for all employees described in Article II for the purposes of collective bargaining and processing of grievances for the maximum period defined in the Taylor Act. In no event shall such sole and exclusive representation exceed the duration of this contract.

Section 2

The Employer shall deduct from each payroll check each month from the wages of employees and remit to the Union regular membership dues for all employees who have signed authorizations on file with the Employer permitting such payroll deductions. Such deductions shall be remitted monthly to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, NY 12210.

Section 3

The Union hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

Section 4

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

ARTICLE II **COLLECTIVE BARGAINING UNIT**

Section 1

A unit consisting of all full-time employees, as set forth in Appendix A & B. All other employees shall be excluded from the bargaining unit.

Section 2 – Seasonal and Part-Time Employees

For purposes of this Agreement, seasonal employees shall be defined as an employee hired for any number of hours of work per week, but whose total employment period will not exceed six (6) consecutive calendar months.

Part-time employees shall be defined as employees who are regularly scheduled to work twenty (20) hours or less per calendar week.

ARTICLE III RIGHTS OF EMPLOYEES

Section 1

Any employee covered by the provisions of this Agreement shall be free to join and participate in or refrain from joining or participating in the Union without fear of coercion, reprisal, or penalty from the Union or the Employer. Should an employee be aggrieved under this Section, they shall have no right to arbitration under this Agreement, but may exercise their rights under the Civil Service Law (Taylor Act) of the State of New York.

Section 2

The Employer and the Union will share the cost of printing the Labor Contract.

ARTICLE IV UNION BUSINESS

Section 1

The Union shall have access to bulletin boards designated by the Employer for the purpose of posting notices. No such notice shall be inflammatory or directed against the Employer or its representatives; such notices shall be limited to notices of Union functions or notice of Union elections or election results.

Section 2

The Employer agrees to recognize a maximum of two (2) employees designated by the Union as Stewards for the purpose of adjusting grievances or assisting in contract administration. These two (2) designated employees will not include the grievant. Release time shall not be unreasonably denied and release time shall be with no loss of pay.

Section 3

The Union Staff representative may discuss Union business with unit employees during working hours only with the prior approval of the Department Head, and in no event shall such meeting cause an interruption of work.

ARTICLE V
MANAGEMENT RIGHTS

Section 1

The Employer retains the sole rights to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the method, processes and means used in operating its business and services, and of the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operations of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees; to hire, lay off, assign, transfer, promote and determine the qualifications of the employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2

The foregoing rights are not all-inclusive, but indicate the types of matters or rights, which are inherent to the Employer. The Employer retains all rights, powers and authority enjoyed prior to entering this Agreement, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

Section 3

It is agreed that both parties have had the full opportunity to negotiate with regard to those items, which are the subjects of mandatory collective negotiations under law. Therefore, both parties agree that negotiations will not be reopened on any item during the life of this Agreement, whether such item is contained herein or not, or whether such item was discussed during negotiations between the parties, and the Employer retains its full management rights with respect to such items, except as expressly affected by a specific provision of this Agreement.

ARTICLE VI
COMPENSATION

Section 1

Effective January 1, 2005, the 2004 wage schedule as set forth in Appendix A of the 2004 contract agreement shall be increased by three percent (3%).

Effective January 1, 2006, the 2005 wage schedule as set forth in Appendix A of

this agreement shall be increased by three percent (3%).

Effective January 1, 2007, the 2006 wage schedule as set forth in Appendix A of this agreement shall be increased by three percent (3%).

Effective January 1, 2008, the 2007 wage schedule as set forth in Appendix A of this agreement shall be increased by three percent (3%).

Effective January 1, 2009, the 2008 wage schedule as set forth in Appendix A of this agreement shall be increased by three percent (3%).

Wages during the term of this Agreement shall be paid according to the schedule set out in Appendix A and B of this Agreement.

Section 2

Laborers hired after March 23, 2000 shall receive wages as set forth in Appendix B as attached dated February 8, 2005. This schedule shall be deemed in effect and applied retroactively to January 1, 2005.

The rates shown shall be effective on the employee's anniversary date.

Section 3

Employees shall be entitled to longevity pay based on their years of services as follows:

- After 5 years of service..... 13 cents per hour
- After 10 years of service..... 25 cents per hour
- After 15 years of service..... 38 cents per hour
- After 20 years of service..... 50 cents per hour

Effective January 1, 2006, employees shall be entitled to longevity based on their years of services as follows:

- After 5 years of service.....15 cents per hour
- After 10 years of service.....28 cents per hour
- After 15 years of service.....40 cents per hour
- After 20 years of service.....55 cents per hour

This increment shall be added to the employee's straight time hourly rate and will be used in the calculation of overtime.

ARTICLE VII
HEALTH INSURANCE

Section 1

Effective January 1, 2005, the Town's financial obligation will be limited to the premium of the Blue Choice Value or Preferred Care Opportunity plan with the basic 10/25/40 prescription rider, or a substantial equivalent. An employee wishing the more expensive health coverage of either Blue Choice Select with the 5/20/35 drug rider or Preferred Care Community with the 5/20/35 drug rider shall be obligated to pay fifty percent (50%) of the cost difference between the lower cost plan and the higher cost plan.

The Town shall pay the premium of either an individual or family contract (whichever applies) of the Smile Saver VII dental plan, or its substantial equivalent.

It shall be the employee's responsibility to initiate membership in the medical and/or dental coverage plans and to promptly report to the Director of Personnel, any changes in family status and/or qualifying event within thirty (30) days of said event. Any costs incurred by the Town as a result of an employee's failure to promptly report a change in family status and/or qualifying event, will be an obligation of the employee. The Town will have the authorization to deduct any reimbursement payments incurred as a result of failing to properly notify the Town of a change(s) in family status directly from the employee's paycheck.

Section 2

Any employee who is covered by another health insurance plan at no cost to himself/herself shall not be eligible for coverage.

Section 3

New employees shall become covered at the next available premium date following employment, provided the necessary application forms are completed by the employee.

Section 4

Health insurance coverage shall continue for all months during which an employee is actively at work or on paid leave status. An employee not actively at work for at least fifty percent of the regularly scheduled workdays during a calendar month or who has exhausted paid leave but whose employment has not been terminated shall be eligible for health insurance coverage only by contributing the full cost thereof to the employer.

Section 5

Effective January 1, 2005, employees hired prior to January 1, 1976, who retire during the term of this agreement, shall receive health care coverage in retirement at 100% of the premium of either the Blue Choice Value or Preferred Care Opportunity, or a substantial equivalent, with the basic 10/25/40 drug rider, if under age 65; or Medicare Blue Choice or Preferred Care Gold, with Drug Rider if over age 65 or a substantial equivalent. Such eligibility shall be pursuant to the same terms and conditions for retirees as previously existed.

Section 6

Employees hired after 1/1/76 shall receive health care coverage in retirement under Blue Choice Value or Preferred Care Opportunity with 10/25/40 Drug Rider under the following conditions:

- 1) Employee must have twenty (20) years of continuous full-time service in the Town of Brighton and be retired under the NYS Retirement System.
- 2) For single coverage under age 65, the Town will contribute eighty percent (80%) of the premium and the retiree will contribute twenty percent (20%) of the premium cost.
- 3) For sponsor coverage under age 65, the Town will contribute eighty percent (80%) of the premium and the retiree will contribute twenty percent (20%) of the premium.
- 4) For single coverage over age 65, the Town will contribute eighty percent (80%) of the premium and the retiree will contribute twenty percent (20%) of the premium.
- 5) When the retiree or their eligible spouse turns age 65, both the retiree and their eligible spouse will be covered under separate single policies per the conditions stated in this article.
- 6) Upon the death of the retiree, the surviving spouse may continue coverage under the Town's health insurance coverage, with the surviving spouse remitting to the Town the full cost of the health insurance coverage selected.

Section 7

Any retiree wishing the more expensive health plan coverage of either the Blue Choice Select plan with the 5/20/35 drug rider or Preferred Care Community plan with the 5/20/35 drug rider, if under age 65, shall be obligated to pay fifty percent (50%) of the cost difference between the lower cost plan and the higher cost plan and, if hired on or after January 1, 1976, shall be obligated also to pay the 20% outlined above.

Section 8

A retiree wishing to have family coverage of health insurance will be obligated to pay the difference between the single or sponsor premium in effect and that of the family premium.

Section 9

Effective January 1, 2005, for employees who retire during the term of this agreement and who move out of the Rochester area where coverage by Blue Choice Value/Select with Drug Rider, Preferred Care Opportunity/Community with Drug Rider or Medicare Blue Choice with Drug Rider or Preferred Care Gold with Drug Rider or their substantial equivalent is unavailable, the Town agrees to pay directly to a health care provider in which the retiree is a member, on behalf of the retiree participant, up to the same dollar amount which constitutes the Town's premium cost obligation as set forth herein. The retiree is required to submit to the Town the bill from the retiree's health care provider.

ARTICLE VIII **HOURS OF WORK AND OVERTIME**

Section 1

The regularly scheduled work day and work week for employees shall be determined by the Employer, provided that the Union and employee affected shall be given advance notice of any permanent change in work schedule.

Section 2

Employees shall receive time and one-half of their base rate for each hour worked in excess of forty (40) hours actually worked in a workweek. Paid holidays, personal leave and vacations though not actually worked shall count in the calculation of overtime.

Section 3

Overtime is understood to be mandatory and will be assigned by the Employer whenever necessary. Overtime will be distributed to the assigned operator and helper of the equipment to be used in the overtime. The Employer shall determine what equipment is to be used. If the operator or helper cannot be reached or are unavailable for overtime for any reason, then another operator or helper will be contacted who is capable of the operation of that piece of equipment.

Section 4

An employee who is required to come in before the start of his normal work day or is required to return to work after he has left at the end of his normal work day shall receive a minimum of four hours' pay or four hours' work at the

applicable rate. All employees are expected to reside close enough to the Highway Department to be able to report for work within twenty (20) minutes.

Section 5

Sewer Department Stand-by:

Employees of the Town Sewer Department are required to rotate for stand-by duty and to carry a pager in accordance with the following:

1. Weekends: The weekend stand-by rotation schedule will be established on/about January 1 of each year, with each Sewer Department employee placed on the rotation schedule.

Each Friday afternoon, the Foreman, will notify the Brighton Police Department as to the employee who is on stand-by. A list of employees on the annual rotation schedule will be maintained at the ~~Police Department Dispatcher's desk.~~ **answering service**

2. Holidays: Employees, who are designated to stand-by on weekends, will be required to respond to emergencies, which occur on the holiday, which most closely relates to the particular employee's weekend stand-by duty.

3. Weekday Nights: In the event of an emergency during a weekday night, the Police Department Dispatcher will use the rotation list, starting from the top, in calling out the first available employee. If there is no answer at an employee's home, the Dispatcher will move to the next name on the rotation list.

4. Compensation: The employee on stand-by will receive one and one-half (1.5) hours pay at the rate of time and one-half for Friday night stand-by and two (2) hours pay at the rate of time and one-half for each Saturday, Sunday or Holiday.

Employees on stand-by, who are required to respond to a call, shall receive a minimum of two (2) hours pay at the rate of time and one-half. If an employee is required to respond to back-to-back calls, the second call will be paid for a minimum of one (1) hour at the rate of time and one-half.

ARTICLE IX **HOLIDAYS**

Section 1

The following days are paid holidays:

1. New Year's Day
2. Martin Luther King Jr Day
3. Lincoln's Birthday
4. Washington's Birthday

5. Memorial Day
6. Independence Day
7. Labor Day
8. Election Day
9. Veterans Day
10. Thanksgiving Day
11. The day after Thanksgiving Day
12. Christmas Day

A holiday, which falls on Saturday will be observed on the preceding Friday. A holiday, which falls on a Sunday will be observed on the following Monday.

Section 2

In order to be eligible for holiday pay, the employee must work his/her regularly scheduled workday immediately preceding and immediately following the holiday. The workday shall be defined as a full (8 or 12 hours, as per schedule) regularly scheduled workday. A regularly scheduled workday shall include authorized time off for personal leave, vacation, Worker's Compensation, bereavement leave, extended sick leave of three (3) days or more (with a doctor's excuse) and floating holidays.

Section 3

When a holiday falls on an employee's vacation period, the employee shall receive one additional day's pay for the holiday.

Section 4

Holidays shall be celebrated on the same days that the County of Monroe celebrates holidays, except that Veterans Day, Election Day, Martin Luther King Jr. Day, Lincoln's Birthday and Washington's Birthday shall not be celebrated on such days but shall be used as floating holidays. Employees shall not be eligible for floating holidays until they have been employed for six (6) calendar months. Employees shall notify the Employer at least seventy-two (72) hours in advance of their desire for a floating holiday, and will be granted only when the Employer approves the date selected. A new employee, who is otherwise eligible for paid holidays, shall be entitled to only those floating holidays, which occur during the time he/she is actively employed by the Town.

Section 5

Holiday pay shall be eight times the employee's regular hourly rate. The holiday for purposes of this Article shall mean the date it is celebrated beginning at 12:01 a.m., and ending at 12:00 midnight.

Section 6

Employees required to work on a holiday shall be paid in accordance with

Article VIII, section 2 for all hours worked on the holiday, plus holiday pay, except that employees required to work on Christmas Day, New Year's Day or Thanksgiving Day shall be paid time and one-half plus holiday pay. Should an employee work in excess of eight (8) hours on a regular holiday he shall be paid at the rate of double time for all hours in excess of eight (8).

Should an employee work in excess of eight (8) hours on Christmas Day, New Year's Day or Thanksgiving Day they shall be paid at the rate of double and one-half time for all hours in excess of eight (8).

ARTICLE X **SICK LEAVE**

Section 1

Sickness for purposes of this Article shall mean that an employee is sick and unable to work on a regularly scheduled workday for which he or she requests payment for sick leave, either as a result of illness or injury.

Section 2

An employee shall be entitled to five (5) days of paid sick leave during his first six months of employment.

Section 3

After six months of employment, an employee will be credited with thirty (30) days sick leave. In addition, after one year of employment, an employee will earn additional sick days at the rate of one-half day for each month of employment to a maximum of sixty (60) days. To earn such days, the employee must actually work at least fifty percent (50%) of his/her regularly scheduled workdays, in the month to be credited exclusive of vacations. The one-half day sick leave credit will be applied immediately following the last day of each month of employee eligibility.

Section 4

On January 1 of the calendar year following the year in which an employee completes six (6) years of service, the employee shall be credited with a maximum of sixty (60) days sick leave. Each January 1 thereafter, the employee will be credited with a maximum of sixty (60) days of sick leave.

Section 5

An employee's accumulated sick leave days shall be reduced by one day each of sick leave taken by the employee. Any amount of time taken as sick leave shall be charged as one full day of sick leave. There shall be no pay or other benefits in lieu of unused sick leave.

Section 6

When continuous sick leave exceeds two working days, the employee may be required to submit a physician's statement indicating the nature of the illness and the probable period of disability as a condition of receiving payment of such sick leave. If continuous sick leave exceeds three (3) continuous working days, the employee may be required to submit to a physical examination during working hours by a physician selected and paid by the Employer.

The requirement to submit to a physical examination can only be imposed by the Town Supervisor.

Section 7

An employee who becomes pregnant shall be entitled to use available sick leave for days of actual disability, or she may apply for an unpaid leave of absence as provided in Article XVII of this Agreement.

ARTICLE XI DEATH IN FAMILY

Section 1

In the event of a death of an employee's spouse, son, daughter, stepchildren, mother or father, brother or sister, mother-in-law or father-in-law or grandparents, the employee shall be permitted three working days with pay, provided that such days consist of the day of the funeral and day immediately preceding and following the day of the funeral providing such are regularly scheduled working days of the employee.

ARTICLE XII JOB POSTING AND PROMOTION

Whenever a job title opening within the bargaining unit occurs in a non-competitive class job, such opening will be posted in the Highway Department for a period of five (5) working days. Any employee in the Department may submit a written bid for the job provided he does so within the five (5) day posting period. The most qualified employee to bid the job will be given the position. When two or more equally qualified employees bid the job, the employee with the most seniority will be given the job. Qualifications to perform the job shall be determined solely by the Employer.

ARTICLE XIII FIRE EMERGENCY

Section 1

Employees who are volunteer members of a Brighton Fire Department shall not receive a deduction in pay for lost time necessitated by their responding to a fire emergency during working hours, provided, however, that employees must

receive prior permission from supervisor. In no event will Town equipment be taken to a fire, except when ordered out by the Department Head or his designee.

ARTICLE XIV
PERSONAL LEAVE

Section 1

Employees with more than one year's service shall be allowed two personal days per year, non-accumulative, which may be used only for urgent personal business which cannot be accomplished outside the employee's normal working hours.

Section 2

A request for personal leave must be submitted forty-eight hours in advance, unless this requirement is waived, in the discretion of the Employer. The request shall be in writing and shall state the reason for the personal leave, which reason shall be kept confidential at the request of the employee, unless the granting or denial of such leave days is disputed.

Section 3

Personal leave shall be taken in full day segments, except at the request of the employee with the consent of the Employer, where half-day segments may be permitted.

ARTICLE XV
VACATIONS

Section 1

Employees shall be granted a paid vacation according to the following schedule:

<u>Required Service</u>	<u>Time Off</u>
1 Year	2 weeks (10 working days)
5 Years	3 weeks (15 working days)
10 Years	4 weeks (20 working days)
20 Years	5 weeks (25 working days)
25 Years	6 weeks (30 working days)

Section 2

Employees shall become eligible for vacation on January 1 of each calendar year. Each employee may take his vacation during that calendar year, provided that the vacation period must be approved by supervision.

Section 3

Vacations shall not accumulate from year to year, except that with permission an employee shall be allowed to carry over up to five (5) vacation days to the next year. Such permission shall not be unreasonably denied. An employee may not carry over days where the employee will have more than five (5) days "banked" beyond the employee's yearly vacation.

Section 4

Vacation eligibility is based on an employee's years of continuous service. The eligibility date of employees on the payroll as of December 31, 1978, (prorated for the change to January 1 from anniversary date) is shown on Appendix A. All employees hired on or after January 1, 1979, shall become eligible on the January 1, following their employment, for a prorated amount of vacation equal to one quarter of the amount listed above for each quarter during which they were on the payroll during their first year of employment.

Thereafter, they shall receive added vacation after the completion of the fifth, tenth, or twentieth full year of service. Example: Employee begins work on May 10, 1979; he is eligible for seven and one-half days vacation on January 1, 1980, to be taken during 1980; on January 1, 1981, he is eligible for two weeks vacation to be taken in 1981; eligibility for three weeks vacation for such employee will be January 1, 1985, to be taken in 1985.

Section 5

Vacations will be scheduled during the calendar year. During the month of November of the preceding year a schedule for vacations to be taken in January, February and March of the following year will be posted and the three highest seniority employees selecting full weeks of vacation in any such weeks will be given those weeks off barring an emergency. During January, February and March of each year a schedule will be posted and employees will select vacations for the period April through December 31. The six highest seniority employees selecting full weeks off shall be granted such weeks. Additional employees will be given vacation during these periods if, in the opinion of the Employer, it is possible. If additional weeks of vacation are granted and there are conflicts, seniority shall govern. Employees who have two weeks' vacation shall be required to choose at least one week's vacation as a full week during one of these two periods. If he/she has more than two weeks, he/she has to choose at least two weeks in week segments; if five weeks, three weeks in full weeks (except prorated days). Employees who fail to select vacation weeks by April 1 of any year shall lose their seniority selection rights and will schedule vacations by mutual agreement with the Employer.

Section 6

Vacations may be taken in half-day segments if the Employer agrees to each

such half day. Half days will be used sparingly, and generally only in lieu of sick leave.

ARTICLE XVI
MILITARY DUTY AND JURY DUTY

Section 1

An employee selected for jury duty shall receive paid leave, not to exceed thirteen days annually, when attendance as a juror is required by the court on regularly scheduled working days of the employee. Employees on such leave will remit to the Employer all remuneration received for jury duty, with the exception of moneys paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify supervision immediately upon receipt of a subpoena for jury duty as a condition of payment. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of or excuse from jury duty whenever, in the Employer's judgment, such request is appropriate. An employee on jury duty shall report to work whenever his/her presence for jury duty is not required.

Section 2

Employees entitled to military service leave in accordance with the provisions of State and Federal law shall comply with the following requirements:

(a) The employee shall notify his immediate supervisor in writing as far in advance of the required military assignment as possible but not later than the first available opportunity following receipt of military orders or other notification of assignment. A copy of military orders must be provided to the supervisor.

(b) An employee who takes military leave shall be responsible for furnishing to his immediate supervisor an official record of time spent in active military service in the event the employee is entitled to payment for all or part of such time.

(c) The employee will cooperate with the Employer in a request for deferral of military duty whenever, in the Employer's judgment, such request is appropriate.

(d) The Employer may adjust the work schedule of any employee whose military duty requires attendance on weekends if the work schedule for that employee's department also requires weekend work.

ARTICLE XVII
LEAVE OF ABSENCE WITHOUT PAY

Section 1

A leave of absence without pay or benefits may be granted in the discretion of the Employer to any employee with one or more years of service.

Section 2

A request for a leave of absence shall be in writing and shall state the reason for the request and the requested duration of the leave. The written request shall be submitted to the employee's Department Head as far in advance of the desired leave commencement date as possible.

Section 3

A leave of absence without pay shall be for a definite period and will not ordinarily exceed one year in length.

Section 4

In the event a leave of absence without pay is requested and granted in connection with the onset and duration of a disability, including pregnancy and childbirth, the employee shall not be entitled to utilize available sick leave.

Section 5

An employee on an unpaid leave of absence shall be entitled to continuance in insurance programs (when the terms and conditions of the programs permit payment by individuals) by contributing in advance all necessary payments.

Section 6

A leave of absence without pay shall not be considered as time worked for any purpose including, but not limited to, salary determinations and fringe benefits, nor will such time be considered as time worked in any decision where years of service is a factor. (However, a leave of absence without pay shall not change an employee's last date of hire.)

Section 7

The failure of any employee to return to work on the date approved for return shall result in termination of employment as of such return date.

ARTICLE XVIII
WORKERS' COMPENSATION PAY

If an employee qualifies for Workers' Compensation due to work-related illness

and injury, the normal waiting period shall be covered by and charged to his sick leave days. Thereafter, any day for which the employee qualifies for Workers' Compensation disability support payments, the Employer will supplement that payment so as to provide the employee with his regular daily wage for that day. Such supplemental payments to be for a maximum period of six (6) calendar months in any calendar year.

Such periods of time off when they exceed a period of three (3) calendar months shall result in the prorating of vacation benefits in that year or the following year.

To be eligible for such supplemental benefits employees must, if requested by the Employer, submit to a physical examination and report by a doctor chosen and paid for by the Employer.

When the Town Clerk is notified that the employee is to receive Workers' Compensation, the Finance Department will continue to pay him his regular check until advised that the employee has received his or her first compensation check. The employee must notify his or her Department Head immediately when a Workers' Compensation check is received. The Finance Department shall then deduct from subsequent Town pay an amount necessary to even out the Town's contribution to comply with the six (6) months' full-pay agreement.

ARTICLE XIX
PROBATIONARY PERIOD

Section 1

Employees shall be considered probationary during the first fifty-two (52) weeks of employment, and there shall be no recourse to this Agreement in the event of termination. Any recourse shall be limited to that available under the State and local Civil Service law and rules. An employee who has received a promotion within the Department shall serve a twenty six (26) week probationary period.

ARTICLE XX
TIME ACCOUNTING AND PAY PERIODS

Section 1

Each employee shall sign a time card, or punch a time clock, as required by the Employer, in order to verify time actually worked.

Section 2

Employees will be paid every other Friday.

ARTICLE XXI **SENIORITY**

Section 1

This Article shall apply only to labor and non-competitive Civil Service employees covered by this Agreement. All competitive class Civil Service employees will be covered by New York State Civil Service Law.

Section 2

For purposes of layoff and recall, seniority means an employee's length of continuous service with the Employer since his last date of hire. There shall be no seniority among probationary employees.

Section 3

An employee's continuous service and all of his seniority rights shall be terminated by any of the following:

- (a) Voluntary quit;
- (b) Discharge;
- (c) Retirement;
- (d) Failure to report for work for three consecutive working days without prior notification to the Employer of the reasons, therefore, considered a voluntary quit beginning with the first day of such absence;
- (e) Failure to return from an approved leave of absence on the scheduled date for return;
- (f) Layoff for a period of thirty-six (36) consecutive calendar months;
- (g) Continuous sick leave, paid or unpaid, for a period of twelve calendar months;
- (h) Failure to report for work on the scheduled date after recall from layoff.

Section 4

Employees shall be laid off in inverse order of their total departmental seniority, within the job classification to which they are then assigned, provided that the Employer shall not be required to retain any employee because of seniority who is not qualified by training or physical ability and experience to perform the available work. A laid-off employee may only bump the lowest seniority employee in the department and further provided that the laid-off employee can

perform such job.

Section 5

The recall of employees shall be on the basis of their total departmental seniority, provided that the Employer shall not be required to recall any employee because of seniority who is not qualified by training, physical ability and experience to perform the available work. Recall shall be to any available work, which the employee is qualified to perform. An employee shall be eligible for recall rights for a period of four (4) years following the date of layoff.

Section 6

Determination of qualification to perform the work are reserved to the Employer.

Section 7

Employees bumping into or being recalled to a job will be paid the rate of that job.

Section 8

The Town shall continue to pay the employee's health and dental insurance premiums to the end of the month following the month in which the employee is laid off.

ARTICLE XXII **GRIEVANCE PROCEDURE**

Section 1

A grievance is defined as a dispute or a controversy between an individual employee and the Employer arising out of the application or interpretation of a specific provision of this Agreement. A grievance does not include any matter covered by the State or local Civil Service laws or rules, or any matters otherwise covered by law.

Section 2

A written grievance shall set forth the specific Article and section of this Agreement, which is alleged to have been violated. The time limits for initiating and processing a grievance contained in this Article are mandatory and shall be considered conditions precedent to the Employer's obligation to entertain a grievance. The failure of the Employer at any step of the grievance procedure to communicate a decision within the time required shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

Section 3

Prior to the filing of a grievance, the employee or employees shall discuss the issue with the immediate supervisor in an attempt to resolve the matter.

A grievance shall be presented in writing by the affected employee to the Highway Superintendent or the Commissioner of Public Works, as the case may be, within ten (10) calendar days from the date of the occurrence giving rise to the grievance.

Section 4

The Highway Superintendent or the Commissioner of Public Works, as the case may be, shall consider the grievance and may consult with the individual employee or others, and shall issue a written decision on the grievance within five (5) calendar days after his receipt of the written grievance.

Section 5

If the grievance remains unresolved, the affected employee may submit the written grievance, together with the written decision of the Highway Superintendent or Commissioner of Public Works, as the case may be, to the Town Supervisor within five (5) calendar days after receipt of the Department Head's decision. The Town Supervisor shall consider the grievance and may convene a meeting among the employee, his Union representatives, and representatives of the Employer. A written decision shall be issued by the Town Supervisor within ten (10) calendar days after the receipt of the grievance.

Section 6

(a) If the grievance remains unresolved, and the Union desires to submit the matter to arbitration, then no later than ten (10) calendar days after the Town Supervisor has rendered his written decision, the Union shall submit to the Town Supervisor a written notice of its intent to proceed to arbitration.

(b) Simultaneously with the delivery of the written notice to the Town Supervisor, a copy of that notice shall be forwarded to the New York State Public Employee Relations Board a request that a list of seven labor arbitrators be submitted. The parties shall alternately strike names from the list submitted, with the last remaining name to be the arbitrator. Each party shall have the right to request one (1) additional list of arbitrators, if the first list submitted is not acceptable.

(c) The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this Agreement, and the arbitrator shall not reverse any decision of the Employer unless said decision is arbitrary and capricious.

(d) The arbitrator's decision shall be rendered within twenty (20) days

after the close of the hearing and shall be final and binding upon all parties.

(e) No decision of the arbitrator in any case shall require a retroactive adjustment beyond a period of thirty (30) days prior to the date the grievance was initiated.

(f) No arbitrator shall decide more than one grievance except by the mutual agreement of the parties. The fees and expenses of the arbitrator, and the cost of the hearing room shall be shared equally by the Employer and the Union, all other expenses shall be borne by the party incurring them, and neither party shall be responsible for the other party's share of the divided costs or of the expense of witnesses or participants called by the other.

Section 7

Employees who are competitive Civil Service or who for any other reason have a right to review discipline or discharge by the Employer under the Civil Service Law of New York State shall have no right to review such acts under this Agreement, but shall be limited to their Civil Service rights. Employees who, because of their Civil Service status, have no right to review discipline or discharge under the Civil Service Law shall have a right to grieve under this Grievance Procedure the question of just cause for discipline up to and including discharge. Termination grievances will be allowed to proceed directly to arbitration.

ARTICLE XXIII OUT-OF-TITLE WORK

Section 1

When an employee is required to perform the duties of a different job classification for a period not exceeding five (5) working days, he/she will not receive any pay differential, regardless of whether the temporary classification is higher or lower.

Section 2

When an employee is required to perform out-of-title for a period in excess of five (5) working days, he/she will be compensated at the rate for the job classification of the out-of-title work, for all time worked while assigned to the higher classification commencing with the expiration of the first five (5) working days of out-of-title work.

Out-of-title work shall not be utilized in an arbitrary or capricious manner.

ARTICLE XXIV
UNIFORMS

Section 1

Beginning January 1, 2002, non-mechanic employees shall receive a \$430 uniform allowance, and mechanic employees shall receive a \$480 uniform allowance during the month of January each year. Payment of clothing allowance will be processed through payroll and subject to applicable withholding taxes.

Section 2

Employees shall be required to dress in a reasonable and appropriate manner, which is understood to include the use of OSHA approved safety shoes/boots.

ARTICLE XXV
MISCELLANEOUS

Section 1 - Job Security

The employer supports Federal/State programs that provide work experience opportunities. Such opportunities shall:

- 1) Not result in the displacement of any currently employed employee's loss of job or position, including partial displacement such as the reduction in hours of non-over time work, wages or employment benefits;
- 2) Not to be utilized in any Town department when an employee has recall rights to the same or equivalent position or when a Town department has terminated the employment of any regular employee or otherwise reduced it's work force with the intention of using the State/Federal programs to fill said positions;
- 3) Not infringe upon the promotional opportunities of any currently employed employee;
- 4) Exclusivity of bargaining unit work shall not be lost by the Civil Service Employees Association, Local 1000, AFSCME, AFL/CIO in this bargaining unit because of participants performing bargaining unit work under this program.

Section 2 - No Discrimination

The Employer and Union agree that there shall be no unlawful discrimination on the basis of race, creed, color, national origin, sex, age or disability, as provided by the provisions of State and federal law. Any alleged unlawful

employment discrimination shall be processed under the provisions of State and federal law and shall not be subject to the grievance/arbitration procedure of this Agreement.

Section 3 - Savings Clause

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement, and shall meet to renegotiate on the issue declared unlawful.

Section 4

No rule, regulation or policy of the Employer shall vary or supersede an express provision of this Agreement.

Section 5

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION 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 LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVI **RETIREMENT**

The Employer shall provide the following retirement plans in accordance with New York law:

For those employed on or before June 30, 1973, or Tier 1 employees: New York State Retirement Plan 75i; 41j (unused sick leave benefits); and 60b (death benefits).

For those employed on or after July 1, 1973, or Tier 2 employees: New York State Retirement Plan 75i; and 41j (unused sick leave benefits).

For those employees employed on or after July 1, 1976, or Tier 3 employees: New York State Retirement Plan Article 14 and 15; and 41j (unused sick leave benefits).

For those employees employed on or after September 1, 1983, or Tier 4 employees: New York State Retirement Plan Article 15; and 41j (unused sick leave benefits).

Tier 1 and 2 employees shall make no retirement contributions. Tier 3 and 4 employees shall be required to contribute to the Retirement Plan for which they qualify.

ARTICLE XXVII
CHANGES AND DURATION

Section 1

No verbal statement or other written agreement shall vary or supersede the provisions of this Agreement except an agreement between the parties in writing and designated as an amendment to this Agreement.

Section 2

The collective bargaining agreement which exists between the parties and which expired on December 31, 2003, shall continue in full force and effect and without modification until December 31, 2009.

_____ DATED: / /
Debbie Lee
CSEA Labor Relations Specialist

_____ DATED: / /
Bernadette Giambra
CSEA Local 828 President

_____ DATED: / /
Ernest Heinsbergen
CSEA Unit 7415 President

_____ DATED: / /
Todd Abbey
CSEA Unit 7415 Negotiation Team Member

_____ DATED: / /
Mike Hyman
CSEA Unit 7415 Negotiation Team Member

_____ DATED: / /
Chris Podgorski
CSEA Unit 7415 Negotiation Team Member

_____ DATED: / /
Sandra Frankel
Town of Brighton Supervisor

Appendix A

		<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
Sr. Auto Maintenance	START	24.63	25.37	26.13	26.91	27.72
Mechanic	AFTER 6 MOS.	25.59	26.36	27.15	27.96	28.80
Auto Maintenance	START	23.38	24.08	24.80	25.54	26.31
Mechanic	AFTER 6 MOS.	23.92	24.64	25.38	26.14	26.92
Const. Equipment	START	23.38	24.08	24.80	25.54	26.31
Operator	AFTER 6 MOS.	23.96	24.68	25.42	26.18	26.97
Sr. Motor Equipment	START	22.42	23.09	23.78	24.49	25.22
Operator	AFTER 6 MOS.	23.38	24.08	24.80	25.54	26.31
Motor Equipment	START	20.53	21.15	21.78	22.43	23.10
Operator	AFTER 6 MOS.	21.45	22.09	22.75	23.43	24.13
Highway Skilled	START	20.53	21.15	21.78	22.43	23.10
Laborer	AFTER 6 MOS.	21.45	22.09	22.75	23.43	24.13
Sewer Skilled	START	21.86	22.52	23.20	23.90	24.62
Laborer	AFTER 6 MOS.	22.82	23.50	24.21	24.94	25.69
Laborer	AFTER 1 YEAR	19.76	20.35	20.96	21.59	22.24
Dispatcher	START	15.06	15.51	15.98	16.46	16.95
	AFTER 6 MOS.	17.73	18.26	18.81	19.37	19.95

New employees hired into the following positions after December 31, 1987, with the exception of Laborers hired on or after March 23, 2000, shall be subject to the following wage rates:

Laborer	START	16.74	17.24	17.76	18.29	18.84
	AFTER 1 YEAR	18.82	19.38	19.96	20.56	21.18
Highway Skilled	START	19.54	20.13	20.73	21.35	21.99
	AFTER 6 MOS.	20.41	21.02	21.65	22.30	22.97
Sewer Skilled	START	20.80	21.42	22.06	22.72	23.40
	AFTER 6 MOS.	21.73	22.38	23.05	23.74	24.45

Appendix B

Laborers hired on or after March 23, 2000, shall be subject to the following wage rates:

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
Start	14.87	14.87	14.87	15.32	15.78
After 1 Year	15.76	15.76	15.76	16.23	16.72
After 2 Years	16.72	16.72	16.72	17.22	17.74
After 3 Years	17.22	17.74	18.27	18.82	19.38