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AGREEMENT

by and between the

INCORPORATED
VILLAGE OF MALVERNE

and

CSEA, LOCAL 1000 AFSCME,
AFL-CIO

CSEA

Village of Malverne DPW Unit
Nassau Municipal Employees Local 882

JUNE 1, 2001 - MAY 31, 2005

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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**CONTRACT BETWEEN THE CIVIL SERVICE EMPLOYEES ASSOCIATION INC.
AND THE INCORPORATED VILLAGE OF MALVERNE**

Period - June 1, 2001 to May 31, 2005

ARTICLE ONE - Recognition and Term

Section 1. the Incorporated Village of Malverne (hereinafter called the "Village"), hereby recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter called the CSEA), as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of all employees of the Department of Public Works of the Village (except Superintendent and Deputy Superintendent) which Department includes the Sanitation Department and the Highway Department.

Section 2. The term of this contract shall be binding upon the parties for the period from June 1, 2001 through May 31, 2005.

Section 3. The parties agree that all DPW bargaining unit employees work within one Department. However, by this clarification the Village is not intending to change its present structure of one Supervisor for Sanitation task and one Supervisor for Highway task.

ARTICLE TWO - Miscellaneous

Section 1. Except in a situation of extreme emergency, the Village shall not require an employee to use his or her personal vehicle for village purposes.

Section 2. It shall be the duty of all personnel to insure that working conditions are free from unnecessary hazards and to report any hazards discovered to the Superintendent, Highway General Supervisor or Highway Supervisor, as soon after discovery as possible.

Section 3. No employee shall be ordered to drive any vehicle which is in any way defective, as defined by Section 375 of the Vehicle and Traffic Law of the State of New York.

Section 4. Uniform Allowance:

- a) Uniform allowance for full time Department of Public Works Employees shall be \$405 per year effective 6/1/01 and \$430 per year effective 6/1/03 in accordance with Appendix D.
- b) Employees will be provided with replacement apparel as the need arises, subject however to the approval of the Superintendent of the Department.
- c) Employees reporting to work with torn, frayed, soiled clothing, or clothing with buttons and/or zippers missing/inoperable, will be subject to disciplinary action.

ARTICLE THREE - Work Day Work Week

Section 1. The hours of work for the Highway division shall be from 7:00 a.m. to 3:00 p.m., Monday through Friday, constituting a 35 hour work week.

Section 2. The hours of work for the Sanitation division shall be from 7:00 a.m. to 3:00 p.m., Monday through Friday, unless sooner relieved by the Superintendent, Highway General Supervisor or Highway Supervisor. Employees assigned to the Sanitation division shall only be required to work a five (5) day week.

Section 3. All overtime shall be assigned on a rotating basis, with preferences to full time employees, when practicable.

Section 4. Overtime shall be compensated at the rate of time and one-half (1 1/2). Work in excess of thirty-five (35) hours in a calendar week shall constitute overtime; work in excess of seven (7) hours in one day shall constitute overtime. If an employee is required to work on his or her scheduled day off he or she shall be paid for a minimum of seven (7) hours. It is intended that overtime rates shall be paid starting at 3:00 p.m. of the last day an employee is scheduled to work in a given calendar week.

Section 5. Employees assigned to the Highway division shall be entitled to time and one half (1 1/2) rates for: 1) all overtime work performed after seven (7) hours in any given day; 2)

all work performed prior to regular starting time; and 3) all work performed after regular quitting time. An employee working more than fourteen (14) hours a day shall be guaranteed eight (8) hours of rest before beginning his or her next regular shift. The foregoing shall also apply to the day after a holiday and special pick-up.

Section 6. In the event of a call-in, pay shall start at the time of notification and shall be for a minimum of four (4) hours at overtime rates, provided the employee actually arrives for work within one (1) hour of such notification.

Section 7. The Village shall pay \$8.00 meal money after the first two hours of overtime work, and shall pay an additional \$8.00 for each ~~six (6)~~ hour of overtime thereafter, provided such overtime extends beyond 5:00 p.m. Effective 6/1/2002 meal money will be increased to \$9.00 and effective 6/1/2004 meal money will be increased to \$10.00.

Section 8. Any time worked on a Sunday shall be paid as double time. Any time worked on a holiday shall be paid at double time for the time worked plus holiday pay.

Section 9. Employees shall have one coffee break during the day not to exceed thirty (30) minutes in the morning.

ARTICLE FOUR - Vacations and Leave Allowances

Section 1. Vacations - Vacation allowance shall be determined from the date of employment. (A week shall consist of five (5) working days).

- a) Two (2) weeks shall be allowed after one (1) year; three (3) weeks after five (5) years; four (4) weeks after ten (10) years; five (5) weeks after twenty (20) years. A sixth week of vacation will be given starting 6/1/02 for twenty-five (25) years of service or more, upon the employees anniversary date.
- b) Seniority shall prevail in vacation selections.
- c) All sick leave and vacation records shall be maintained on a calendar year basis.
- d) In the event a holiday falls during a vacation period, such day shall not be charged

as a vacation day.

- e) No personal days or compensatory days may be accumulated from year to year, but must be used during the calendar year in which they accrued.
- f) An employee may elect to reserve a portion of his vacation in order to accumulate the days, but the reserve shall not exceed thirty-two (32) accumulated workdays.
- g) Employee may sell back up to ten (10) days vacation per year, at straight time. All requests to sell back vacation time must be made by November 15th and will be paid by December 15 of the year requested. This paragraph will expire May 31, 2005.
- h) A make-up day is a day given in the event an employee's regular day off falls on a holiday. All make-up days must be used during the calendar year in which they accrue, with the possible exception of Christmas.

All new employees hired after the signing of this agreement shall receive the following vacation benefit; 1 year to 6 years = 10 days, 7 years to 15 years = 15 days, 15 years to 19 years = 20 days, 20 years = 25 days, and 25 years and over = 30 days.

Section 2. Sick Leave:

- a) Sick leave shall be accumulated at the rate of fifteen (15) days per calendar year or one and one-quarter (1 1/4) days per month up to a maximum accumulation of 190 days. Notwithstanding the foregoing sick leave limitations of 190 days, an employee may continue to accumulate sick leave in excess of that limitation where an employee (1) has sustained a catastrophic illness or injury, certified to by a doctor acceptable to the Village and, (2) has used all accrued vacation time, sick leave, personal leave and any and all other compensatory time standing to his/her credit and, therefore, has no other leave entitlement available.

- b) At retirement (i.e., eligible for "retirement benefits" and not merely "separated") from Village service, with at least five (5) years of service in the New York State Retirement System. Employees with at least fifty (50) days sick leave accumulated, may elect to be paid by the Village for up to seventy-five (75) of such days at one hundred percent (100%) of the straight time rate. The employee must notify the Village by the prior April 1 of his/her intent to retire in the following fiscal year. This paragraph shall be effective upon the signing of this Agreement.
- c) Employees who become ill while on vacation, may use their sick leave for the remainder of the illness and their time adjusted, provided proper notice is given and a doctor's certificate is provided upon return to duty.
- d) Employees absent for more than three (3) consecutive working days because of an illness or injury, shall be required to submit a doctors certificate explaining the nature of the illness or injury upon return to duty.
- e) Employee who is absent because of an illness or injury when coupled with a holiday (after the first occasion) shall be required to submit a doctors certificate explaining the nature of the illness or injury upon return to duty.

Section 3. Other Absences

- a) Absence by reason of appearance as a plaintiff, defendant or witness in any action involving the Village, will be approved for the number of hours/days necessary and the employee shall not lose any normal pay therefor.
- b) Absence for religious observance will be approved and employees shall be entitled to use their personal leave time therefor.
- c) All employees shall be granted five personal days, which shall not be accumulated beyond the calendar year. All new employees hired after the signing of this agreement shall be granted four personal days.

- d) Employees shall be granted four (4) days leave in connection with a death in their immediate family, which shall be non-chargeable. Any additional time thereafter granted by the Superintendent may be charged to unused sick time or personal days. Immediate family shall consist of husband, wife, son, daughter, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, mother, father, sister, brother and grandparent.
- e) Notice of jury duty must be submitted to the proper authority of the Village, and such time shall not be deducted from normal pay. Such duty shall not be charged to any accumulated leave credits. The employee shall retain mileage allowance granted to him.
- f) Time required for a Selective Service Examination shall be granted with no loss of pay for such purpose.
- g) The following are the holidays recognized under this contract: Christmas Day, New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Flag Day, Fourth of July, Columbus Day, Thanksgiving Day, Election Day, Labor Day, and Veteran's Day. All holidays are to be celebrated on the federally designated days.
- h) If a holiday falls on a Saturday or Sunday, the Village shall provide an additional day off to all employees.
- i) Upon application to the Village Clerk, not more than two (2) officers of the CSEA or its authorized representatives shall be entitled to attend the CSEA convention and authorized special meetings without loss of pay up to a maximum of three (3) days on each occasion and no more than twice per year.
- j) Non-probationary employees are eligible at the discretion of the Village Board to take leaves, without pay, not to exceed one year in length, for rest, restoration of

health, or the alleviation of hardship involving themselves or their immediate family.

ARTICLE FIVE - Disciplinary Grievance Procedure (see Appendix A)

The parties agree that the elimination of leave abuse is mutual high priority.

ARTICLE SIX - Labor Management Committee

Section 1. There shall be a Labor/Management Committee composed of six members, three of whom shall be selected by the Village, three of whom shall be selected by the CSEA.

Section 2. The Committee shall meet on call to discuss and study those subjects referred to this committee.

ARTICLE SEVEN - Protection of Employees

Section 1. Lists of vacancies and/or new positions created in the Sanitation and Highways Departments shall be available to all employees. In filing such positions, preference shall be given to present employees, and should be based on length of service in the Village as well as qualifications for the job.

Section 2. Seniority and ability on promotional opportunities shall prevail, except where competitive lists are established.

Section 3. Seniority shall be based on the date of commencement of employment. If layoffs become necessary, provisional and probation employees shall be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees have been laid off and other reductions in the work force are necessary, the employer shall lay off in accordance with the number having seniority (e.g.: the last person hired shall be the first person to be re-hired when a vacancy is available).

Section 4. Before hiring any new employees, the available work must first be offered to all employees laid off other than for cause, by sending a written notice to the employee by registered or certified mail, return receipt requested directing him to return to work at a date and time not less than five days from the mailing of such notice.