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Contract Database Metadata Elements

Title: Quogue, Village of and Village of Quogue Village Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Suffolk County Local 852 (2008)

Employer Name: Quogue, Village of

Union: Village of Quogue Unit, CSEA, AFSCME, AFL-CIO

Local: Suffolk County Local 852, 1000

Effective Date: 06/01/08

Expiration Date: 05/31/13

PERB ID Number: 7732

Unit Size: 6

Number of Pages: 7

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GEN/7732

AGREEMENT

by and between

VILLAGE OF QUOGUE

and

CSEA, Local 1000, AFSCME, AFL-CIO

CSEA

Village of Quogue Unit
Suffolk County Local 852

June 1, 2008 – May 31, 2013

6 Employees

AGREEMENT made and entered into this 1st day of June, 2008 by and between the VILLAGE OF QUOGUE, an incorporated Village and a political subdivision of the State of New York (hereinafter referred to as the EMPLOYER) and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, SUFFOLK LOCAL 852, QUOGUE VILLAGE UNIT, an association having its principal place of business in COMMACK, New York (hereinafter referred to as the ASSOCIATION).

WITNESSETH; Whereas, the parties hereto desire to make and arrange terms and conditions under which laborers, heavy equipment operators and working foremen of the HIGHWAY AND PUBLIC WORKS DEPARTMENT OF THE Village of Quogue shall work and perform their duties, and

WHEREAS, the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO is recognized as the bargaining representative by the Village of Quogue for all members of such Association, consisting of all full-time employees of Quogue Village Highway and Public Works Department, and

WHEREAS, the parties desire to enter into a collective bargaining agreement (hereinafter referred to as "This Agreement"), setting forth the amount of wages to be paid to such employees of said department and the conditions and terms of their employment,

NOW THEREFORE, for and in consideration of the premises and mutual covenants and promises as herein contained, the parties agree as follows:

SECTION 1. The Agreement shall encompass the rate of wages and the conditions of employment of all full time employees of the Quogue Village Highway and Public Works Department who have the designation of Laborer, Heavy Equipment Operator and Working Foreman.

SECTION 2. The Association represents that it has authority to negotiate, bargain and agree for and on behalf of its members who are all such employees of the Quogue Village Highway Department and the Association hereby agrees on behalf of itself and all such members and employees that it and each of them will faithfully perform all of the terms and conditions of this Agreement on their respective parts to be performed.

SECTION 3. The Employer recognizes the Association as the sole and exclusive bargaining agent and representative for all Laborers, Heavy Equipment Operators and Working Foremen employed full-time in the Quogue Village Highway and Public Works Department.

SECTION 4. The Association agrees in consideration of the recognition granted to it as the exclusive bargaining representative of the members of the Department, that it will not during the term of this Agreement engage in or assist or participate in any strike, slow down, job action or any other or similar form of work stoppage or encourage or impose an obligation on members of the Department to conduct, assist or participate in any strike and that any dispute or grievance arising out of or under the terms of the Agreement or involving the application and interpretation of any provision of this Agreement shall be resolved by the parties hereto, or if they are unable to resolve the same, by invoking the procedures provided under the Public Employment Relations Act of the State of New York.

SECTION 5. The regular hours of work shall be eight (8) hours in any one day and not more than forty (40) hours a week. The regular work day shall commence at 7:30 A.M. and conclude at 4:00 P.M. The lunch period shall be from 12:00 Noon to 12:30 P.M., unless otherwise scheduled by the Village Trustee charged with the supervision of the department.

SECTION 6. The annual rate of salary (which shall be payable bi-weekly) for the duration of this Agreement for all members of the Quogue Highway and Public Works Department covered by this Agreement shall be set forth in Schedule "A" annexed hereto and made a part thereof, with the same force and effect as if herein set forth at length. Checks will be issued the day before a payday falling on a holiday.

It is agreed that the Village shall be free to unilaterally fix the salary on any new employee hired during the term of this Agreement. However, any such employee shall thereafter be subject to the terms of any future agreement which is executed by the parties hereto.

SECTION 7. Whenever a member of the Quogue Village Highway and Public Works Department covered by this Agreement shall work more than eight (8) hours in any one day, then and in that event he/she shall be paid for any overtime at a wage rate of one and one half the times the regular hourly rate. Such regular hourly rate shall be computed using the salary of schedule "A" plus the longevity of schedule "B". Such payment is to be made within two weeks of such overtime.

If an employee elects to have overtime pay as compensatory time the following shall be applied: Compensatory time off for overtime hours worked (in lieu of overtime pay) shall be at the rate of one and one-half (1 ½) hours of compensatory time off for each overtime hour worked. Employees shall be able to accumulate a maximum of forty (40) hours of compensatory time in any fiscal year.

Compensatory time off must be claimed by the employee prior to the process of overtime pay by the Village. Compensatory time can be allowed or disallowed at the option and scheduling of the supervisor. Forty (40) hours of compensatory time may be carried over in any one year to a maximum of one hundred (100) hours. If such overtime is completely separated from the employee's regular shift hours as a result of being called back to work in a situation where he/she then is released from duty before his/her next tour of duty begins, then the employee shall be paid overtime for not less than four hours, even if he/she works less than four hours.

Whenever a member of the Department is required to work on a day off, a paid holiday, as listed in Section 9 (excluding Thanksgiving Day, Christmas, and New Year's Day), or during his/her vacation period, then and in that event, he/she shall be paid for his/her overtime at a rate of pay equal to one and one half times his/her regular hourly wage as heretofore defined.

Any employee in the bargaining unit that is required to work during the time period from 12 midnight to 11:59 P.M. on Thanksgiving Day, Christmas, or New Years Day will be paid at double time rates for such work.

SECTION 8. Employees of the Department will be paid Longevity Payments (SEE SCHEDULE B ATTACHED). Longevity payments will be made on June 30 of the year earned.

For purposes of computing longevity pay, the following formula will be used: anniversary date to be June 1st of the year employed, if such employment occurs between June 1st and November 30th; and shall be the following June 1st, if employed between December 1st and May 31st.

SECTION 9. Members shall receive the following paid holidays: New Year's Day, President's Day, Good Friday, Monday after Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, Martin Luther King Day, one half day on Christmas Eve and one half day on New Year's Eve.

SECTION 10. The vacation schedule is as follows:

First Year (after 6 Months).....	10 working days
Second thru 5 th years.....	15 working days
Sixth thru 10 th years.....	20 working days
Eleventh thru 20 years.....	25 working days
Over 20 years.....	27 working days

The Working Foreman will prepare vacation schedules each year by June 15th, giving consideration to seniority and the working schedule of the Department. Such vacation schedule shall be approved by the Trustee in charge and filed in the Village Office.

SECTION 11. The name of the health benefit plan is Village of Quogue (Self Insured) Employees Health Benefit Plan. Full time employees of the Department and retired employees of the Department are eligible to participate in the family (if married) plan or individual plan. All premiums for said plan are to be paid 100% by the Village. The CSEA Village of Quogue Unit will agree, upon ninety (90) days prior consultation to a new health benefit plan provided that such new plan shall provide equal or better benefits than such plan as presently in effect. The Duchess Dental Plan and the Gold Vision Plan as offered by the CSEA will be paid for by the Employer during the life of this contract.

Should a CSEA member opt out of the health insurance provided by the village, the village shall issue a payment of \$3,500 for the year. The member shall provide the village with proof of insurance to be eligible for said payment. The sum shall be distributed evenly through 26 pay checks during the year. Should the member then experience a loss of his health insurance due to a qualifying event such as death of a spouse, divorce, or other involuntary loss of insurance, the member shall be permitted to sign back up with the village's health insurance as of the beginning of the month. If an employee shall die on the job, his spouse and children shall receive up to one year of health insurance paid by the village, provided that the employee had not elected to opt out of family medical coverage.

SECTION 12. The employer shall make available a retirement plan provided under the NYS Retirement System in accordance with the appropriate tier of each employee covered under this Collective Bargaining Agreement, including any CSEA-represented Village of Quogue employees currently covered under the provisions of Section 75I. For retirement pension calculations longevity payments shall be included with salary.

SECTION 13. The Employer shall furnish to each full time employee of the Quogue Village Highway and Public Works Department the following uniforms and gear: Ten (10) shirts, ten (10) trousers, five (5) orange Village emblem T-shirts, winter jacket, rain gear, gloves and boots. The Employer agrees to pay each full time employee of the Department \$200.00 per year in the pay period following the request of a full time employee of the Department for the purpose of buying work shoes. The Employer shall also be responsible for the cleaning, laundering and replacement of the uniforms supplied.

SECTION 14. The Village shall issue an annual statement to each employee, detailing their accumulated leave time (sick and vacation) as well as when they can expect their longevity payment, and in what amount. Every year by June 15 the Village shall provide the accrual statement, which shall be current as of May 31. Full-time employees of the Department shall be entitled each year to sick leave of fifteen (15) days cumulative from year to year, up to a total not to exceed two hundred and twenty-five days, (225) days, but the maximum number of sick days to be paid out at retirement shall be 175. The additional 50 days will be banked for the employee to use if he should be stricken by an extended illness or suffer a serious injury in an accident. Unused accumulated sick leave of up to 175 days shall be paid for on retirement. Any employee who takes sick leave for more than one day may be required to submit a doctor's certificate stating the nature of his/her illness. Any employee who takes more than three consecutive sick leave days will require a doctor's certificate stating the nature of his/her illness. An employee may use up to five (5) days sick leave in each year in the event that his/her spouse or member of his/her immediate family living in the household cannot take care of themselves or take care of children of the employee for which the employee has the responsibility of a parent.

SECTION 15. An employee shall be entitled to four consecutive days off as leave (with pay for any scheduled work days included) for the funeral of a spouse, child, father, mother, sister or brother. These four consecutive days shall include sick leave, holidays and days off which occur during such four day period and shall not be in addition thereto. An employee shall be entitled to up to four consecutive days off on leave with pay for the funeral of a father-in-law, mother-in-law, grandfather or grandmother, in the sole discretion of the Trustee in Charge, after his/her taking into consideration required travel time. These days shall include sick leave, holidays and days off which occur during such period and shall not be in addition thereto.

SECTION 16. The Village shall honor requests from full time employees to withhold monies from their wages for deposit in the Suffolk County Employees Credit Union.

SECTION 17. The parties agree that death on the job shall be treated as a termination other than for cause. If an employee shall die his accumulated sick, vacation, and personal leave shall be awarded to his beneficiary, estate or other person provided by law. Payment will be in a lump sum unless an employee has elected to be paid in installments. Upon termination, except for cause, including upon death, an employee shall be paid for all earned but deferred benefits such as wages, compensatory time, overtime pay, unused vacation time not exceeding days worked in that contractual year, and other like compensation. If an employee is terminated for cause, he/she shall only be paid those benefits to which he/she became entitled for the fiscal year of his/her separation from service. The employee shall receive payment in one lump sum upon separation, or alternately, may elect to receive the sum payable, divided into such equal yearly payments, payable on the anniversary date of separation. The selection of payment plans shall be made prior to March 15th in the fiscal year prior to the fiscal year of separation, and shall be irrevocable. In the event of death of an employee, the above payments shall be made to his/her designated beneficiary filed with the Employer or if applicable, to any other person entitled thereto by law.

SECTION 18. 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 Section.

- (a) Upon becoming aware of an alleged violation, a bargaining member may have an informal discussion with his/her immediate supervisor.
- (b) The employee shall reduce the grievance to writing and submit same to the Village Trustee charged with supervision of the Department within fifteen (15) work days of the conclusion of (a). The Village Trustee shall make known his/her decision in writing within five (5) work days.
- (c) The employee shall appeal in writing and in person to the Mayor within 10 days of receipt of the supervising Trustee's written decision. A written decision by the Mayor shall be rendered within 10 days.
- (d) The employee may appeal to the Board of Trustees within 10 business days of receipt of the Mayor's decision. The Board of Trustees written decision will be rendered within 10 days of the hearing.

SECTION 19. The President of the Union or his/her designee shall be entitled to take care of union business during the normal work day without loss of pay.

SECTION 20. The Village shall supply to the unit president or his/her designee within a reasonable amount of time, the full name, address, Social Security number, item or payroll number, job title, work location, insurance deduction information, and date of employment of all bargaining unit members.

SECTION 21. AGENCY SHOP The Employer shall make dues deductions from the payroll checks of Employees in accordance with voluntarily signed, written authorizations submitted to the Employer by individual Employees provided the deductions are uniform for all Employees granting the Employer such authorization. Dues deducted in accordance with such authorizations shall be forwarded to the Association and the Employer shall be held harmless for any misfeasance, malfeasance or nonfeasance with respect to such monies.

SECTION 22. The Village shall deduct dues from members of the C.S.E.A. uniformly and consistently on each payroll and promptly pay same to the Treasurer of the C.S.E.A. Such dues deduction from the salary of each employee who has authorized same shall continue until authorization by the employee to discontinue, change or otherwise amend dues deduction shall be submitted in duplicate duly signed by the employee to the Village Treasurer who shall promptly mail one (1) copy thereof to the Treasurer of C.S.E.A.

SECTION 23. 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 PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SECTION 24. During the lifetime of this Agreement, neither the Association nor the Employer shall make any rule or regulation in conflict herewith, nor shall either party continue to enforce any rule or regulation in conflict with the provisions hereof.

SECTION 25. The term of this Agreement shall be from the first day of June, 2008 to the thirty-first day of May, 2013.

SECTION 26. In acknowledgement of the importance of proper health and safety procedures, the Village agrees to rent a bucket truck on an as needed basis, so that Village employees may safely trim area trees. In addition, the Village agrees to allow the CSEA to conduct a lunch time refresher seminar covering topics such as safety equipment and proper work zone procedures annually, at a time that is mutually agreeable to the Union and Village. It is understood that such scheduling shall be accomplished in the fall, so that it will have minimal impact on Village Highway operations.


IN WITNESS WHEREOF the Village of Quogue has caused this Agreement to be signed by its Mayor by order of its Board of Trustees and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Village of Quogue Unit, has caused this Agreement to be signed by its president or other authorized representative and by the elected representative of the Village of Quogue Highway and Public Works Department.

For the Village of Quogue


George M. Moiz, Mayor

For the CSEA


Douglas Edwards, President


Timothy Meduski, Secretary/Treasurer


Robert Kuroski, Negotiating Committee Member


Rachel Langert, CSEA Labor Relations Specialist

SCHEDULE "A"

<u>NAME</u>	<u>HIRE DATE</u>	<u>SALARY 2008/09 (5.25%)</u>	<u>SALARY 2009/10 (5.25%)</u>	<u>SALARY 2010/11 (5.0%)</u>	<u>SALARY 2011/12 (5.0%)</u>	<u>SALARY 2012/13 (5.0%)</u>
Edwards	3/30/72	\$69,955.47	\$73,628.13	\$77,309.53	\$81,175.00	\$85,233.75
King	12/03/73	\$66,321.18	\$69,803.04	\$73,293.19	\$76,957.85	\$80,805.94
Meduski	9/25/97	\$43,446.14	\$45,727.06	\$48,013.41	\$50,414.08	\$52,934.78
Mitchell	2/21/02	\$38,618.33	\$40,645.79	\$42,678.07	\$44,811.97	\$47,052.56
Kuroski	1/03/05	\$35,601.86	\$37,470.95	\$39,344.49	\$41,311.71	\$43,377.29
Akoyi	4/28/05	\$28,871.39	\$30,387.13	\$31,906.48	\$33,501.80	\$35,176.88

SCHEDULE "B"

<u>NAME</u>	<u>Longevity Anniversary</u>	<u>Longevity 2008</u>	<u>Longevity 2009</u>	<u>Longevity 2010</u>	<u>Longevity 2011</u>	<u>Longevity 2012</u>
	<u>June 1</u>					
Edwards	1972	4233	4233	4233	4233	4233
King	1973	4233	4233	4233	4233	4233
Meduski	1997	2633	2633	2633	2633	3033
Mitchell	2002	2233	2233	2233	2233	2633
Kuroski	2005	1833	1833	2233	2233	2233
Akoyi	2005	1833	1833	2233	2233	2233

LONGEVITY SCHEDULE

2-5 years of service - \$1700 plus adjustment of \$133.00
 6-10 years of service - \$2100 plus adjustment of \$133.00
 11-15 years of service - \$2500 plus adjustment of \$133.00
 16-20 years of service - \$2900 plus adjustment of \$133.00
 20-25 years of service - \$3300 plus adjustment of \$133.00
 25-30 years of service - \$3700 plus adjustment of \$133.00
 30 + years of service - \$4100 plus adjustment of \$133.00