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Union: **Shelter Island Highway Benevolent Association**

Local:

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Shelter Island, Town Of And Shelter
Island Highway Benev Assn

JA
IBC

AGREEMENT BETWEEN
TOWN OF SHELTER ISLAND
AND

SHELTER ISLAND HIGHWAY BENEVOLENT ASSOCIATION, INC.

Effective January 1, 2002 and terminating December 31, 2004

RECEIVED

OCT 17 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT, made and entered into this day of July 2, 2002 by and between the Town of Shelter Island, a New York municipal corporation, having its principal place of business at 38 North Ferry Road, Shelter Island, New York, 11964 (hereinafter, the "Town"), and the Superintendent of Highways/Commissioner of Public Works of the Town of Shelter Island, (hereinafter, the "Superintendent"), and the Shelter Island Highway Benevolent Association, Inc., a membership corporation of the State of New York, having its principal place of business at 12 South Ferry Road, Shelter Island, New York, 11964 (hereinafter, the "Association").

WITNESSETH:

WHEREAS, the parties hereto desire to make and arrange the terms and conditions under which the members of the Shelter Island Town Highway Department and Department of Public Works, (hereinafter, the "Departments"), shall work and perform their duties; and

WHEREAS, the Shelter Island Highway Benevolent Association, Inc. is recognized by the Town of Shelter Island as the sole and exclusive representative for all employees of the Departments excluding elected officials, seasonal employees and/or part-time employees (hereinafter, "Covered Employees"); and

WHEREAS, the parties desire to enter into a collective bargaining agreement (hereinafter, "Agreement") setting forth the amount of wages and the terms and conditions of employment.

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

ARTICLE I - SCOPE

A. This Agreement shall encompass the rate of wages and the terms and conditions of employment of all Covered Employees for the period of January 1, 2002 through December 31, 2004.

B. The Association represents that it has the authority to negotiate, bargain, and agree for and on behalf of its members and hereby agrees on behalf of itself and all such members that it and each of them will faithfully perform all the terms and conditions of this Agreement.

C. The Town recognizes the Association as the sole and exclusive bargaining agent and representative for all Covered Employees who are employed full-time in the Departments. The Town also extends unchallenged representation status to the Association for the maximum period permissible by law.

The Town recognizes the right of the Covered Employees to designate a representative of the Association to appear on their behalf to discuss salaries, working conditions and grievances and disputes relative to the terms and conditions of this Agreement.

Pursuant to New York State Civil Service Law, Section 207 (3), the Association affirms that it does not have the right to strike or to take a job action against the Town, to assist or participate in any strike or job action, or to conduct, assist or participate in any strike or job action.

ARTICLE II - TERMS AND CONDITIONS OF EMPLOYMENT

A. Each step on the salary schedule shall be increased effective January 1, 2002, January 1, 2003, and January 1, 2004 based upon a percentage increase equal to the percentage increase in the Consumer Price Index (CPI-W) for the twelve month period prior to September 1, 2001, September 1, 2002, and September 1, 2003. These dates have been chosen for budgetary purposes. In no event, however, shall such increase be greater than 4% nor less than 2.5%.

Effective January 1, 1999 the position of Mechanic shall be placed above the position of Maintenance Man on the Salary Schedule as per the 1999 Town Budget.

B. DUES DEDUCTION. The Town shall deduct from the wages of the Covered Employees and remit to the Association, regular membership dues and Association designated deductions for those Covered Employees who sign dues deduction authorization cards, and to submit same to the payroll office of the Town. Initiation Fee of \$200.00 shall be deducted from new employee's first four paychecks equaling a \$50.00 deduction per paycheck.

The Town extends to the Association the rights of agency shop and agrees to remit to the Association that sum designated by the Association to the Town as agency fee. The agency fee shall be designated by the Association once per annum on or before the first of the year and the Association agrees that its agency fee shall be in accordance with legal standards and shall not violate the rights of the employees under the applicable statutes and case law defining agency fee.

The Association agrees to hold the Town harmless from any claims of responsibility that may in the future be submitted against it by any employee by virtue of the Town's payment to the Association of the agency fee and its deduction of same from an employee's paycheck.

C. **DISCIPLINARY HEARINGS.** All permanent Covered Employees shall be afforded the protection of New York Civil Service Law Section 75 after serving a twelve (12) month probation period.

D. **GRIEVANCES.** The procedure for grievances between Covered Employees and the Town shall be as follows:

1(a) A 'grievance' shall be defined as a claim by a unit member alleging a violation of a specific provision of this Agreement, and excluding any matter which is not covered by the specific terms of this Agreement or which is covered by law.

1(b) A grievance may be entertained by the Town only if it is filed within 10 working days from the day on which the employee knew or should have known about the act or conditions upon which the grievance is based.

2(a) **STEP ONE** - Informal discussion between the Covered Employee and the immediate supervisor.

2(b) **STEP TWO** - The Association alone shall reduce the grievance to writing and alone shall decide whether to submit same to the Superintendent of Highways/Commissioner of Public Works (hereinafter, the "Superintendent"), within five (5) working days of the conclusion of STEP ONE. The Superintendent will reply in writing to the Covered Employee and the Association within two (2) working days.

2(c) STEP THREE - Within five (5) working days of the reply in STEP TWO, the Association alone may Appeal to the Town Board on behalf of the grievant. The Town Board shall schedule a hearing within ten (10) days of receipt of the appeal. The hearing shall be held within twenty (20) days of receipt of the appeal. The decision of the Town Board shall be rendered within thirty (30) days after the date of the hearing.

E. SENIORITY. There shall be department-wide seniority defined as length of continuous service from last date of hire as a Covered Employee, and shall apply thusly:

1. Senior permanent Covered Employees shall have the priority to positions, i.e., job title, equal to or less than their own current title, where qualified. Advancement to another job title shall be based on the following factors, as determined by the Superintendent:

- (i) meeting the minimum qualifications;
- (ii) ability to do the job;
- (iii) seniority

In cases where the Superintendent determines that the qualifications and ability for advancement are equal, seniority shall be the governing factor.

It is the intention of the Town to provide in-house advancement opportunities wherever possible before seeking new outside recruitment.

2. Senior permanent Covered Employees shall have first choice of vacation days upon approval of the immediate supervisor. A vacation list shall be posted no later than January 1st of each year.

3. The Town shall maintain a layoff list for one (1) year. Subject to applicable provisions of law, and provided the employee to be retained and/or rehired has the ability to perform the work assigned to him/her, layoff and rehire rights shall be governed by the following rules. Seniority shall be computed from the date of employment. If layoffs become necessary, employees will be laid off by seniority, with temporary employees being laid off first, then probationary employees, and then permanent employees. Before hiring any new employees, the available work must first be offered in reverse order of layoff, to employees previously laid off, and who meet the qualifications for the job, by sending written notice to the employee by registered mail, return receipt requested, directing him/her to return to work in the department at the appropriate date and time, not fewer than five (5) days from the date of the notice. Failure of the employee to report to work in the date and time specified will constitute an abandonment of the employee's recall rights and shall release the Town from any further obligation to recall the employee. In the event of a layoff, the Superintendent shall explain the reason for such action to both the affected employee and Unit President.

F. HAZ-MAT

1. The Town shall provide for the certification and / or re-certification training of any employees assigned to work with hazardous materials.

2. Employees assigned to work with hazardous materials shall be paid at the overtime rate for those hours working with said materials. This rate is in lieu of normal hourly rate, not in addition to.

G. HEALTH INSURANCE:

1. The Town shall provide and pay for the "Statewide Plan" for hospitalization for all Covered Employees who may be enrolled in such plan as soon as legally possible. Upon retirement, pursuant to Town Board Resolution 186, dated June 14, 1985, all medical insurance shall be continued for the employee and shall be paid in full by the employer. Said Resolution is annexed hereto and made a part of as Exhibit "B."

2. The Town shall have the right to change to a comparable or better health insurance plan or carrier or to self-insure after prior notice to and consultation with the Association.

3. An employee may annually elect to change enrollment at any time between November 1 and November 30 from family to individual coverage under the Town's Health Insurance Plan. In this event, the employee shall receive 50% of the savings to the Town, provided the employee remains uncovered by family coverage under the Plan for a period of 12 consecutive months. Nothing herein shall preclude an employee from re-enrolling in family coverage within the 12 month period provided, however, that in this event no payment shall be made. After the 12 month period, the employee may only reenter family coverage if he/she is no longer covered by the comparable or better Plan of his/her spouse.

H. VACATION LEAVE. All Covered Employees shall be entitled to vacation as follows: After 1 year of service as a Covered Employee - 10 working days (an Employee may schedule 5 working days vacation after 6 months of service. However, such leave shall not increase the amount of total vacation provided for herein).

After 5 years of service as a Covered Employee 15 working days

After 10 years of service as a Covered Employee 17 working days

After 15 years of service as a Covered Employee 20 working days

(1) In the event that an employee becomes sick while on vacation, the employee shall be allowed to use accrued sick leave in lieu of vacation leave provided the Superintendent is notified of said illness and documentation by physician's note is tendered by the employee upon the employee's return to work.

(2) A Covered Employee may carry over a maximum of ten (10) vacation days from one year into the next year. However, such days carried over must be used during the following year.

I. HOLIDAYS. All Covered Employees shall have the following holidays off on the day fixed by the State of New York and shall be paid for same if same falls on a regular working day.

- | | |
|---------------------------|--------------------------|
| 1. New Year's Day | 7. Independence Day |
| 2. Martin Luther King Day | 8. Labor Day |
| 3. Lincoln's Birthday | 9. Columbus Day |
| 4. Washington's Birthday | 10. General Election Day |
| 5. Good Friday | 11. Veterans Day |
| 6. Memorial Day | 12. Thanksgiving Day |
| | 13. Christmas Day |

Any Covered Employee required to work on any of these holidays shall receive double time pay plus compensatory time off equal to the time worked to a maximum of one day compensatory time off.

Any Covered Employee working in the landfill on that day shall receive holiday pay as described in this paragraph although Easter Sunday shall not be considered as a holiday in this contract.

In the event that a holiday falls on a Saturday, the Friday immediately preceding the holiday shall be observed as the holiday. In the event that a holiday falls on a Sunday, the Monday immediately following the holiday shall be observed as the holiday.

J. **PERSONAL LEAVE.** All permanent Covered Employees who commence or terminate employment mid-year shall be entitled to one (1) personal leave day for every four (4) months of employment during that calendar year, except that in the event the employee separates from employment mid-year for retirement purposes he shall be entitled to earn three (3) days, including any of those days already taken during that calendar year. Personal leave days are for personal business such as legal matters, medical visits for family members and funerals outside the immediate family and may be taken upon twenty-four hours prior notice to the Superintendent.

K. **BEREAVEMENT LEAVE.** All permanent covered Employees shall have up to four (4) days per year per death for bereavement leave for a death in the immediate family, such as a husband, wife, son, daughter, father, mother, sister, brother, mother-in-law, or father-in-law. Employees may have up to one (1) day per year bereavement leave for the death of a

friend. Additional leave may be granted with the approval of the Superintendent.

L. **SICK LEAVE.** Each employee shall be entitled to 22 paid sick days per year, accumulated 1 1/2 days per month plus 1 additional day at the end of each quarter. Each employee shall be permitted to accumulate sick days to a maximum of 200 days. Upon retirement, each employee shall be paid the value of his/her accumulated sick leave on a formula of 1 day for each 2 days accumulated for a maximum payment of 100 days. Payment of accumulated sick leave shall be calculated by dividing the employee's base salary by the annual days worked by the employee that is currently 260 days for the five (5) day, forty (40) hours per week shift, and 208 days for the four (4) day, forty (40) hours per week shift. If an employee on the payroll as of any future December 31 has more than 125 accumulated sick leave days as of that date, then the Town shall contribute, into a deferred compensation account agreed upon between the Town and the Association, 15% of the then current value of the number of the employee's sick leave days earned but not used in that year. Upon reaching the maximum accumulation of 200 days those days shall then be removed from the employee's accumulated sick leave, so as to reduce the year end accumulation to 200 days. The LIFO (last-in-first-out) rule shall apply.

(i) In the event of an absence in excess of one day, an employee may be required to provide a doctor's certificate verifying the illness of the employee.

(ii) All Covered Employees must call in sick no later than one (1) hour after the start of the work day.

(iii): An employee who has been absent on sick leave shall not be entitled to work overtime until the employee has been back to work for at least one complete regular working day.

M. TOWN DISABILITY BENEFITS. All Covered Employees who sustain physical injury or illness as a result of their employment while acting in the performance of their duties, and within the scope of their employment with the Town, as determined by such medical authorities that the Town shall designate, shall continue to receive full salary without use of sick time during the period of incapacity or until eligible for a New York State pension or death, whichever shall occur first. Any sums received by such Covered Employee under the provisions of the Workers Compensation Law For Lost Earnings as a result of such injury or illness shall be paid by such Covered Employee to the Town. Should any Employee be denied benefits under the provisions of the Workers' Compensation Law, such denial shall be conclusive evidence that the Employee did not suffer a job-related injury or illness. Nothing herein shall preclude the Employee from consulting with the physician of his choice for an opinion and/or treatment.

N. OVERTIME. Overtime shall be assigned and compensated for as follows:

(i) Overtime shall be assigned according to department seniority and job title and on a rotating basis: (a) first to permanent Covered Employees, (b) second to probationary Covered Employees and (c) lastly, to part-time and seasonal employees.

(ii) Overtime shall be paid at the rate of time and one-half for all work over the normal workday.

(iii) A master overtime list shall be maintained for both the Highway and Landfill Departments and placed upon a bulletin board at the Highway Barn and Landfill office. This list will be updated every six (6) months.

(iv) Covered Employees shall receive a minimum of four (4) hours pay at the overtime rate on any recall to duty. However, the Employee called out for such overtime must report for duty within 45 minutes of the call, in order to receive the four hour overtime credit.

(v) Compensatory time off - A Covered Employee may receive, in lieu of overtime compensation, compensatory time off, at a rate not less than one and one half hours for each hour of employment for which overtime compensation is required. Pursuant to this amendment, all Covered Employees agree to accrue no more than forty (40) hours of compensatory time for hours worked in any given year. Any such employee who has accrued forty (40) hours of compensatory time off shall be paid in cash for additional overtime hours of work. A Covered Employee shall request permission of the Superintendent, to use compensatory time, at least twenty-four (24) hours in advance, which permission shall not be withheld unreasonably, or unless the requested time period would unduly disrupt the operations of the Departments.

O. **RETIREMENT.** All permanent Covered Employees shall be entitled to the benefits of:

(a) New York Retirement Law Section 75(c) and shall be enrolled upon being placed on the Town payroll.

(b) New York Retirement Law Section 60(b).

P. **WORKING HOURS.** The working hours of all Covered Employees shall be as follows:

(a) In the Landfill, the first crew shall work forty (40) hours per week, ten (10) hours per day, four (4) days on and three (3) off, and the second crew shall work forty (40) hours per week, ten (10) hours per day, three (3) days per week at the Landfill and eight (8) hours per day one (1) day per week at the Highway Department, plus one (1) extra day per month at the Highway Department. Saturday and Sunday are normal working days in the Landfill.

(b) All other Highway Department Covered Employees shall work forty (40) hours per week, eight (8) hours per day, five (5) days per week, Monday through Friday.

(c) Notwithstanding anything to the contrary in sections (a) and (b) above, it is agreed that the Town may in its discretion determine and alter the scheduling and length of shifts, provided, however, that no employee's work week shall be reduced below forty (40) hours per week as the result of any such determination. The Town agrees to provide reasonable prior notice to the employees and the Association of any such determination and agrees that no change in an employee's schedule or length of shift will be made in an arbitrary or capricious manner or for the sole purpose of avoiding the payment of overtime.

Q. LONGEVITY. Covered Employees shall be paid longevity as follows:

After 5 years of service	\$750.00
After 10 years of service	\$1,500.00
After 15 years of service	\$2,250.00
After 20 years of service	\$3,000.00

These payments are non-cumulative and shall apply to all full-time employees covered by this Agreement. Longevity will be based upon the calendar year of employment and shall be paid in a lump sum each year on the employee's anniversary date of employment.

R. DEATH BENEFITS. In the event an employee dies in the performance of his/her duties, the employee's spouse and/or estate shall be entitled to the following benefits:

(1) continued medical insurance, per Article II (G), for the employee's spouse and dependents, if any, until the spouse remarries or becomes eligible for coverage under another health insurance plan;

(2) payment for accrued, unused sick leave, per Article II (L);

(3) payment for accrued, unused compensatory time, per Article II (N) (v);

(4) payment for accrued, unused personal leave, per Article II (J);

(5) payment for accrued, unused vacation time, per Article II (H);

(6) payment, not to exceed \$5,000.00 for funeral expenses.

S. STEP MOVEMENT. After completion of an employee's probationary period, which is normally one year, the employee shall be moved to the next step on the salary schedule.

- T. RECLASSIFICATIONS. Whenever an employee's job title is changed by the Town Board, the employee shall be compensated at the contract rate for the new job title effective from the date of the change by the Town Board.

ARTICLE III - MISCELLANEOUS CONDITIONS

All employees of the Departments shall abide by the following conditions of employment:

- A. Each Covered Employee shall be furnished with a copy of this Agreement and a copy shall be posted in the Highway Barn and Landfill Office.
- B. All notices pertaining to Covered Employees shall be posted in the Highway Barn and Landfill office.
- C. Covered Employees shall have a fifteen (15) minute coffee break in the morning at 9:30 a.m., and a fifteen (15) minute coffee break in the afternoon at 2:30 p.m. Such breaks may be rescheduled at the discretion of the Highway Superintendent. In addition, he/she shall also have the discretion to require employees to take their coffee breaks at the worksite.
- D. Covered Employees shall have a lunch period of one-half (1/2) hour daily.
- E. No Town property or equipment shall be taken home by any employee except when authorized by the Superintendent in writing.
- F. No employee shall have to operate unsafe equipment or work in a hazardous condition not normally necessitated by Department of Highway or Landfill work. The hazardous condition shall be made known by the

employee to his immediate supervisor and shall be corrected before the employee is required to return to that job.

G. All employees shall have the right to inspect their employment and Town-related files and receive copies of any and all documents at the rate of \$.25 per page.

H. Permanent Covered Employees may receive an unpaid leave of absence for up to one (1) year at the discretion of the Town Board.

I. The Town shall not hire seasonal or part-time employees at a higher rate than the Covered Employees of the same classification.

J. The Town shall pay for and supply wet gear and the following safety equipment: hearing protection, gloves, respirators, hard hats, and safety goggles. Employees shall be required to wear same where necessary.

K. The Superintendent shall have the right to freely assign and transfer all employees between all work areas under his jurisdiction including the Landfill.

L. Workdays shall begin and end at the Highway Barn. Covered Employees shall be given priority over part-time employees in work and area assignments.

M. Clothing Allowance - The Town shall provide each Covered Employee with a \$500.00 clothing allowance (\$850.00 for Mechanic) for the purchase of clothing needed for the performance of his duty. Said clothing shall be of a type approved by the Town Board and shall be paid for by voucher submitted by the Employee. It is agreed that it is the intent of this provision that the allowance must be used for the purchase of clothes which the employee is required to wear on the job.

The Employee must present to the Superintendent both a receipt and the article of clothing purchased as a condition for reimbursement.

N. Time off For Union Business - Officers shall be granted time off without loss of pay to administer the terms of this contract pursuant to the approval of the Superintendent. Such approval is not to be unreasonably withheld, however, all such time off shall be for the exclusive purpose and reason of administering the terms of this contract, negotiating for a successor agreement, preparing and prosecuting grievances and other related items. The Town shall have the right to require employees receiving time off pursuant to this section to document all time off granted.

ARTICLE IV - LABOR/MANAGEMENT COMMITTEE

A labor/management committee shall be continued to enhance communication and to consider issues of mutual concern.

The labor/management committee shall be composed of two (2) representatives of the union, two (2) representatives of management and the Superintendent. Either party may bring in outside representatives upon notice to the other party. The committee shall meet when necessary to study and make recommendations on personnel policy and employment related, problems. Such meeting shall be upon ten (10) days notice and the parties may prepare recommendations to be presented to the Town Board and the Association. In no event shall the subject matter of such meeting be considered an extension of the grievance procedure or of the collective bargaining process.

ARTICLE V - SAFETY COMMITTEE

A Safety Committee, consisting of not more than two (2) representatives appointed by the Town Supervisor and not more than two (2) representatives appointed by the Association President, shall meet as needed to address training and safety issues. Either party may be accompanied by outside representatives upon notice to the other party. The committee shall reduce all agreements to writing for submission to the Town Board and the Association for approval. In no event shall the subject matter of these meetings be considered an extension of the grievance procedure or the collective bargaining process.

ARTICLE V - DRUG TESTING

A. If at any time the Town institutes a Town-wide Drug Testing Program for all Town employees, the Association shall be obligated to participate in such program.

B. This program will not include, and is not in lieu of, any other testing that must be done pursuant to mandatory regulations regarding Department of Transportation licensing, Department of Motor Vehicle licensing, or any similar regulations.

ARTICLE VII - INTERPRETATION OF AGREEMENT

A. The full rights, powers, privileges and prerogatives of management and control by the Town and its Superintendent over their operations are reserved to and retained by them except as expressly provided for herein.

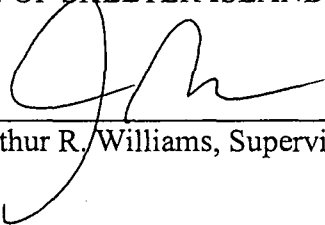
B. Pursuant to the New York State Civil Service Law, Section 204(a), IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

C. This Agreement states the full understanding of the parties and any changes or amendments thereto shall not become effective unless they are in writing and signed by the parties. Oral agreements or understandings shall not be recognized and shall have no force or effect.

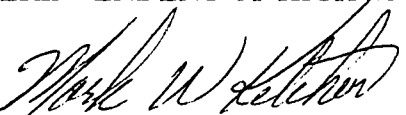
D. This Agreement shall be interpreted in accordance with the applicable laws of the State of New York.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal this ^{2nd}
day of July, 2002.


TOWN OF SHELTER ISLAND

By: 
Arthur R. Williams, Supervisor

SUPERINTENDENT OF HIGHWAYS

By: 
Mark W. Ketcham

SHELTER ISLAND HIGHWAY
BENEVOLENT ASSOCIATION, Inc.

By: 
David Clark