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**COLLECTIVE  
BARGAINING  
AGREEMENT**

by and between the

**TOWN OF BRIGHTON**

and the

**CIVIL SERVICE  
EMPLOYEES  
ASSOCIATION, INC.**

LOCAL 1000, AFSCME, AFL-CIO  
Town of Brighton Unit 6870  
Franklin County Local 817

January 1, 2012 – December 31, 2012

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# **1 RECOGNITION AND SCOPE**

## **1.1 Notice of Agreement**

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Brighton (hereinafter referred to as "Employer" or "Town") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as "Association" or "Union").

# **2 UNION RIGHTS**

## **2.1 Recognition**

**2.1.1 Recognition:** The Town recognizes the Association as the sole and exclusive representative for all of the employees in the Unit as described in 2.2.1 for the purpose of collective negotiations and settlement of grievances.

## **2.2 Definition of Bargaining Unit**

**2.2.1 Included:** The Bargaining Unit shall consist of all permanent full-time Highway employees of the Town of Brighton.

## **2.3 Union Membership/Agency Shop**

**2.3.1 Dues Deduction:** The Town shall deduct from the wages of employees and remit to the Association, regular membership dues and insurance premiums for those employees who have signed authorization permitting such payroll deductions. Said deductions shall be transmitted on a monthly basis to CSEA, Inc., Capitol Station – Box 7125, Albany, New York 12224.

**2.3.2 Agency Shop:** Effective on January 1, 1991, Agency Shop Fee deductions will be effective. Agency Shop fee deductions means the obligation or practice of a government to deduct from the salary of a public employee who is not a member of the certified or recognized employee organization which represents such employee for the purpose of collective negotiations conducted pursuant to the Article, an amount equivalent to the amount of dues payable by a member. Such term also means the obligation or practice of a government to transmit the sums so deducted to an employee organization.

# **3 EMPLOYER RIGHTS**

## **3.1 Management Rights Clause**

**3.1.1** The Town, on its own behalf of the electors of the Town of Brighton, hereby retains and reserves unto itself all right, power, authority, duty and responsibility conferred on and vested in it by the laws and constitution of the State of New York and the United States of America.

## **4 EMPLOYEE RIGHTS**

### **4.1 Seniority**

**4.1.1 Service Seniority:** Seniority shall be defined as the length of continuous service with the Town.

### **4.2 Promotions**

**4.2.1 Selection:** The Employer and the Union agree that employees with seniority will be given consideration in making promotions within the Department. In the consideration for employees who may be entitled for promotion, seniority shall be the deciding factor when there is not distinction between employees with respect to factor relevant to the ability of the employees to perform the required duties and responsibilities satisfactorily. It is also agreed that the Employer shall advise each employee when job up-grades, job titles, or promotions are available, and if special testing is required in advance allowing ample time for employees to take required testing for these promotions, upgrades or titles.

### **4.3 Layoff & Recall**

**4.3.1 Layoff Procedure:** In the event of a layoff, employees shall be laid off on the basis of seniority, such employees with greater seniority being the last laid off.

**4.3.2 Recall Procedure:** Recall shall be in the exact inverse order of layoff.

### **4.4 Performance Appraisal**

**4.4.1 Procedure:** Employees will be evaluated annually by the Department Head. Unsatisfactory evaluations shall be grievable.

**4.4.2 Form:** The evaluation form is contained in Appendix A.

## **5 HOURS OF WORK**

### **5.1 Work Schedule**

**5.1.1 Workday/Workweek:** The Town and the Association agree that all full-time employees will work 40 hours per week. The Town, at the option of the Highway Superintendent, and with one-week notice to the affected employee, may designate employee/employees to work split shifts. Even with this split shift designation, it is understood that employees so affected will work eight continuous hours. Split shifts, as used in this context, means the splitting of men on a shift.

## 6 COMPENSATION

### 6.1 Wage Rates

**6.1.1 Pay Schedule:** The schedule set forth below will be the applicable schedule for the period January 1, 2012 through December 31, 2012, which reflects two percent increase on January 1, 2012.

	2012
Motor Equipment Operator	\$15.27

**6.1.2 New Hire Rate:** All new employees will serve a one-year probation period. Once an employee attains permanency, they will reach full pay for the title they hold. Pay for the position during probation shall be the previous year's hourly rate.

### 6.2 Premium Pay for Overtime

**6.2.1 Overtime Rate:** All hours worked in excess of forty hours per week will be compensated by pay at the rate of time and one-half or compensatory time off as chosen by the employee. Compensatory time for hours worked in excess of forty hours per week shall be allowed at the rate of one and one-half hours for every one hour of overtime worked.

**6.2.2 Accumulation and Use of Compensatory Time:** Compensatory time may be accumulated up to a maximum of eighty hours per year, January 1 until December 31 of each year, with an absolute maximum at any time of one hundred and sixty hours. However, in the event an employee is unable to take their compensatory time due to denial by the Highway Department, the maximum of one hundred and sixty hours may be exceeded. Compensatory time shall be taken at the convenience of the Highway Department, which will not be unreasonably denied. All compensatory time must be used no later than the end of the next calendar year.

### 6.3 Call-In Pay

**6.3.1 Compensation:** In the event an employee is called into work, the affected employee will receive a minimum of two hours of pay.

### 6.4 Out-of-Title Pay

**6.4.1 Compensation:** If an employee works out of his title, then the employee will be paid one dollar (\$1.00) per hour more than his current rate. NOTE: The job description used to resolve conflicts in out-of-title work shall be those issued by the Civil Service Department of Franklin County.



## 7 PAID LEAVE

### 7.1 Holidays

**7.1.1 Designated Holidays:** Each Town employee shall receive twelve paid holidays per year. When holidays fall on Saturdays, these holidays shall be observed on the preceding Friday. When holidays fall on Sundays, these holidays shall be observed on the following Monday. Holidays to be observed are as follows:

- New Year's Day\*
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day\*
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

Should an actual holiday fall on a Saturday or Sunday, and should an employee be scheduled to work on the weekend, then the employee will have the option of designating the observed or actual holiday as the paid holiday.

An employee whose regular day off falls on a holiday will be granted eight hours compensatory time in lieu of the holiday.

**7.1.2 Holiday Pay (Assigned to Work):** An employee who is scheduled to work on a holiday shall receive the holiday pay for the holiday, nine hours compensatory time and eight hours pay for the day worked. If an employee is required to work more than the regular eight-hour day on a holiday, he/she will receive double time for the extra hours worked regardless of the total hours worked in that week.

### 7.2 Vacation Leave

**7.2.1 Allowance (Front-loaded on Anniversary Date):** Vacations shall be granted according to the length of actual uninterrupted continuous service to the Town as follows:

End of 1<sup>st</sup> year employment - two weeks  
End of 5<sup>th</sup> year employment - three weeks  
End of 10<sup>th</sup> year employment - four weeks  
Maximum vacation time to be earned shall be four weeks.

**7.2.2 Accumulation:** Vacation time must be used during the year; it is not accumulative. However, all employees will be able to rollover one week of vacation per year.

**7.2.3 Scheduling:** Vacation schedules will be arranged by the Superintendent of Highways on a first-come, first-accommodated basis, with seniority being used to resolve possible conflicts. All vacation requests to be submitted in writing at least two weeks prior, except for emergencies.

**7.2.4 Termination of Employment:** An employee who leaves employment will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay.

## **7.3 Sick Leave**

**7.3.1 Allowance (Monthly Accrual):** Each Town employee shall receive one day sick leave per month granted, based on the anniversary date of employment.

An employee who is in the probationary period will be granted up to five days sick leave to be used during the first five months of employment. If it is not used, it may be accumulated.

**7.3.2 Accumulation:** An employee may accumulate up to one hundred and eighty days. The Employer to provide a yearly total of each employee's sick leave days each January.

**7.3.3 Medical Verification:** When an employee is absent from work because of sickness or disability, the Superintendent of Highways (or Supervisor where applicable) may require a physician's certificate.

**7.3.4 Cash-Out of Unused Credits upon Retirement:** Upon retirement, an employee shall be paid up to sixty days of accumulated sick leave at the rate of fifty dollars (\$50.00) per day. To be eligible for this benefit, the employee must have worked five years for the employer.

**7.3.5 Termination of Employment:** An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

## **7.4 Personal Leave**

**7.4.1 Allowance (Front-loaded on Anniversary Date):** Each employee will receive five personal days over and above sick days per year.

**7.4.2 Accumulation:** Unused personal leave will be added to the employee's accumulated sick leave.

**7.4.3 Termination of Employment:** An employee who leaves employment will not receive payment for unused personal leave.

## **7.5 Bereavement Leave**

**7.5.1 Allowance:** Three days per year over and above sick and personal days will be allowed for death in the family (including death of parent, grandparent, wife, child, grandchild, brother, sister, mother-in-law, father-in-law).

## **8 MEDICAL INSURANCE**

### **8.1 Health, Hospital, and Prescription Drug**

**8.1.1 Eligibility:** The Town will make available a medical insurance plan and a prescription drug plan to each full-time employee who is regularly employed throughout the year and the employee's eligible family. The current plan, as of October 1, 2010, is the New York State Health Insurance Plan's Excelsior Plan, in addition, the Town will reimburse each employee for up to one thousand dollars (\$1000) each calendar year for deductibles and co-payments. The method for reimbursement will be determined by the Town.

**8.1.2 Change in Insurance Plan:** The Town may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan's benefit structure and provider network are equivalent to or better than the then current plan. In the event the Town desires to change the plan, they must notify CSEA, Inc., at least forty-five calendar days in writing.

**8.1.3 Premium Payment:** The Town will pay the full premium for individual, two-person, family medical insurance coverage, as the case may be.

### **8.2 Vision and Dental**

**8.2.1 Vision Plan:** The Town will pay \$219.12 toward the annual premium for the CSEA Employee Benefit Fund "Silver" vision plan. Any premium costs above the Town's contribution will be deducted from the employee's regular paychecks.

**8.2.2 Dental Plan:** The Town will pay \$1259.28 toward the annual premium for family coverage for the CSEA Employee Benefit Fund "Dutchess" dental plan. Any premium costs above the Town's contribution will be deducted from the employee's regular paychecks.

## **9 RETIREMENT BENEFITS**

### **9.1 Pension Plan**

**9.1.1 NYS Retirement System:** The Town will provide a retirement plan through New York State Retirement System:

Plan 75-i Tier 4 – employed on or after September 1, 1983

Plan 75-i Tier 5 – employed on or after January 1, 2010

### **9.2 Retirement Bonus**

**9.2.1 Service Recognition:** After at least five years of employment, upon retirement or in the case of disability retirement, the employee will be paid one extra pay period. This being done in appreciation for good service to the Town.

## 10 GENERAL PROVISIONS

### 10.1 Reimbursements

**10.1.1 Work Boots:** Upon receipt an employee will be reimbursed up to \$100 for safety toed boots.

**10.1.2 CDL License:** All employees will be reimbursed for their CDL upon receipt.

**10.1.3 DOT Physical:** All employees will be reimbursed for the required DOT physical (co-pay).

### 10.2 Hiring Policy

**10.2.1 Residency Preference:** When reviewing application for employment, if all candidates are found to be equal in all requirements, the consideration will be given to those candidates residing in the Town of Brighton.

**10.2.2 Ability to Operate Town Vehicles:** Employees required to operate town-owned vehicles will need to show: 1) Driver's license clear of marks; and, 2) Candidate can be cleared and approved by the Town's insurance carrier.

## 11 DUE PROCESS PROCEDURES

### 11.1 Grievance and Arbitration Procedures

**11.1.1 Definition:** The purpose of this grievance procedure is to provide an orderly process whereby employees may equitably and expeditiously settle any disputes related to this agreement free from coercion, restraint, interference, discrimination or reprisal.

**11.1.2 Step One - Informal Grievance:** Any employee who has a grievance shall initiate the grievance within thirty working days of the occurrence by informal discussion with the Superintendent of Highways.

**11.1.3 Step Two - Formal Grievance:** If the the Superintendent of Highways and the employee cannot reach an agreement on the grievance, the grievance shall be stated in writing, signed by the complainant and submitted to the Town Supervisor within ten working days of the informal discussion in Step 1. The Town Supervisor shall render a decision within five working days.

**11.1.4 Step Three - Appeal:** If the complainant does not agree with the decision rendered in Step 2, he shall submit the grievance in writing to the Town Supervisor to be presented to the Town Board at its next regular meeting. The Town Board's decision shall be conveyed to the complainant within five working days of the Town Board's meeting.

**11.1.5 Step Four - Binding Arbitration:** Should the complainant be dissatisfied with the Town Board's decision, the grievance may be appealed to binding arbitration by the CSEA Labor Relations Specialist within ten working days of the receipt of the Town Board's decision in Step 3. The rules and facilities of the Public Employment Relations Board shall be utilized for the arbitration process.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision of the arbitrator shall be binding upon both parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement. Costs of the Arbitrator shall be shared equally between the Town and the Association.

## **11.2 Disciplinary Procedure**

**11.2.1 Discipline for Just Cause:** With the exception of those rights reserved under Article 3, no employee shall be discharged except for just cause. Said discipline is subject to the grievance process commencing at Step Two – Formal Grievance.

## **12 APPLICATION OF AGREEMENT**

### **12.1 Duration of Agreement**

**12.1.1** This collective bargaining agreement shall be effective from January 1, 2012 through December 31, 2012, unless otherwise agreed to by the parties.

### **12.2 Complete Agreement**

**12.2.1** It is expressly understood and agreed that this Agreement constitutes the Agreement between the two parties and it cannot be altered, changed, or modified.

**12.2.2** Any rights, privileges, or benefits already accorded the employees shall not be rescinded.

**12.2.3** It is further understood and agreed that this agreement is subject to the provisions of the Civil Service Law.

### **12.3 Savings and Separability Clause**

**12.3.1** If any provisions of the agreement or any application of the agreement to any employee group of employees shall be found contrary to law, then such provision or applications not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**12.3.2** Any individual agreement or arrangement heretofore or hereafter executed with any member of the negotiating unit represented by the Association shall be subject to and consistent with the terms of this agreement.

### **12.4 Legislative Action**

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.

## **12.5 Execution of Agreement**

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on November \_\_, 2011.

**TOWN OF BRIGHTON**

**CIVIL SERVICE EMPLOYEES ASSOCIATION**

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**John Quenell**  
**Town Supervisor**

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**Diane C. Johnson**  
**Labor Relations Specialist**

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**Unit President**