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Contract Database Metadata Elements

Title: Galway, Town of and Galway Highway Employees Association (2008)

Employer Name: Galway, Town of

Union: Galway Highway Employees Association

Effective Date: 01/01/08

Expiration Date: 12/31/10

PERB ID Number: 7355

Unit Size: 7

Number of Pages: 8

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**COLLECTIVE BARGAINING AGREEMENT**

This agreement, entered into the 1<sup>st</sup> day of January 2008, by and between the TOWN OF GALWAY, County of Saratoga, State of New York, (hereinafter referred to as the "Town" or the "Employer") and GALWAY HIGHWAY EMPLOYEES ASSOCIATION (hereinafter referred to as "Employees Association").

**ARTICLE I**  
**RECOGNITION**

The Town recognizes the Employees Association as the exclusive bargaining agent for all regular full-time employees in the Town Highway Department classified as Motor Equipment Operators, Automotive Mechanics, and Road Maintainers. This agreement does not cover part-time or seasonal employees, or employees possessing titles not listed above.

**ARTICLE II**  
**DURATION**

This agreement shall be for the period commencing January 1, 2008 and terminating December 31, 2010.

**ARTICLE III**  
**WAGES**

a) The wage rate for all new employees covered hereunder shall be as follows:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Motor Equipment Operator	\$18.40	\$19.14	\$19.91
Automotive Mechanic	\$18.40	\$19.14	\$19.91
Road Maintainer	\$16.21	\$16.86	\$17.53

**EXCEPTING** the first year of employment, which is a probationary period, when the employee shall start at \$1.00 per hour below the current rate and receive additional raises of \$0.50 per hour at six months of continuous service and at one year of continuous service.

b) After one year of continuous employment, the wage rate for any new employee shall be reviewed by the Highway Superintendent to determine if the person is to be retained and if an increase in pay is warranted. The Highway Superintendent may then recommend to the Town Board that the employee receive an hourly pay increase pursuant to paragraph c of this Article. The Town Board shall have the final responsibility for approval or disapproval of the person's status and pay increase.

c) All employees who are members of the Galway Highway Department as of December 31, 2007 shall receive hourly pay increases in the amount of 4% per year beginning on January 1<sup>st</sup> of each year covered by this contract.

d) The Deputy Highway Superintendent may receive additional wage rate compensation over and above that specified in paragraph c of this Article upon recommendation of the Town Board. Such wage rate compensation shall be specified in Town Policy. For this contract period, the additional wage rate compensation shall be \$1.00 per hour.

**RECEIVED**  
**NYS PUBLIC EMPLOYMENT**  
**RELATIONS BOARD**

JUN 15 2009

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**ADMINISTRATION**

**ARTICLE IV**  
**WORK WEEK AND HOURS OF WORK**

1. The normal work week shall consist of 40 hours commencing on Monday and terminating on Friday.
2. The normal work day shall commence at 6:00 a.m. and terminate at 2:30 p.m., with one-half hour for lunch as well as a 15-minute break and shall, therefore, consist of eight (8) hours per day, except as provided for below.
3. Summer Work Week: A summer work schedule shall be adopted during the months of April – December, weather permitting. The summer schedule work day will commence at 6:00 a.m. and terminate at 4:30 p.m. with one-half hour for lunch and one 15-minute break period. Work days under the summer schedule will be Tuesday through Friday for four 10-hour days weekly.
4. The time of day and the days of the week upon which the work is deemed to commence and terminate may, however, be modified at the discretion of the Town with notice to the Employees Association, but shall not be modified solely to avoid payment of overtime.
5. An employee who works over forty (40) hours in any one week shall be paid time and one-half his/her regular straight time rate for all hours worked in excess of forty (40) hours in that work week.
6. Overtime work shall be distributed as equitably as possible among all personnel in any job classification for which extra work is required. Time of response will be an essential factor.

**ARTICLE V**  
**SEPARATION OF DUTIES**

There will be no separation of duties regardless of how any employee is classified. All employees will be required to perform all duties for which they are qualified in the opinion of the Superintendent of Highways.

**ARTICLE VI**  
**MEDICAL & DISABILITY INSURANCE**

1. The employer agrees to provide a medical plan with prescription benefits of the Town's choice. In the event of a change of health insurance carrier or contract, the benefits provided by the new carrier or contract shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. For the contract period, the employer agrees to pay the following percentage for employees medical coverage: Family – eighty-five (85%), Two-Person – eighty-five (85%), and Individual – ninety (90%). Any employee who chooses **not** to participate in the group medical plan will be reimbursed \$100.00 per month.
2. Plan rates in excess of the schedule percentages will be charged to the employees through their regular paychecks. The Town will give employees one pay period notice of any increase in the amount

of the hospitalization plan cost and the amount which will be withheld from the employee's pay that exceeds the above scheduled amount.

2. Disability Insurance will be made available to all members of the Employees Association. Each employee will have \$0.60 per week deducted from his/her pay for this benefit.

## **ARTICLE VII** **HOLIDAYS**

1. The following days shall be designated as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. Martin Luther King's Birthday and Lincoln's Birthday shall be "floating" holidays which will be scheduled in advance by the Highway Superintendent for the Highway Department as a whole unit. An employee entitled to holiday pay by this article will receive pay equal to eight (8) hours worked. Legal holidays during normal work days are considered days worked for the purpose of Article IV (5).

2. A holiday occurring during a vacation shall be taken as an added eight (8) hours to the scheduled vacation.

3. When a holiday listed above falls on a Sunday, it shall be observed on the following Monday; or if such a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday is observed on a week day that was not a scheduled work day, employees will receive eight (8) hours of pay for the day, but it will not be considered a day worked for the purpose of Article IV (5).

4. In order to qualify for holiday pay, an employee must work his last scheduled work day prior to and his/her next scheduled work day after such holiday. Sick leave or personal time shall not be used to meet this qualification.

5. An employee required to work on Thanksgiving, Christmas Day, or New Year's Day shall receive his/her regular straight time holiday pay in accordance with paragraph 1 of this Article. In addition, the employee shall receive two (2) times his/her regular straight time rate for any hours worked.

## **ARTICLE VIII VACATIONS**

All employees with more than one year of continuous service shall be granted vacation with pay per year in accordance with the following schedule:

1. One week (40 working hours) in the year following the first year of continuous service;
2. After three (3) years of continuous service, two (2) weeks (80 working hours);
3. After ten (10) years of continuous service, three (3) weeks (120 working hours); and
4. After twenty (20) years of continuous service, four (4) weeks (160 working hours).

New employees must complete one full year of continuous service before becoming eligible for vacation time. The Superintendent of Highways shall post a vacation schedule during the month of January each year. Employees are to select their week or weeks of vacation according to their seniority. Only one employee per week may be on vacation unless the Highway Superintendent determines that the workload will permit more than one employee being on vacation. Vacation may only be taken in weekly blocks and not in single day or less than one week periods. All employees shall notify the Superintendent of Highways of their selected vacation periods within two weeks after the date the vacation schedule is posted.

**ARTICLE IX**  
**SICK AND PERSONAL LEAVE**

1. Employees with more than one year's continuous service will receive twelve (12) days sick leave (equal to 96 hours pay) per year, which shall be earned at a rate of one day per month, including their first year of continuous service up to a cumulative total of one hundred twentyfive (125) days (1000 hours pay). Sick days are not considered as days worked for purpose of Article IV. New employees must complete one full year of continuous service before becoming eligible for sick leave benefits and for reimbursement for unused sick leave and personal days. Sick days shall be taken as complete 8 hour days except in cases where the employee becomes ill and is sent home by the Highway Superintendent. A minimum of one day notification to the Highway Superintendent is required to receive regular sick leave.

2. Three days of personal leave with pay (equal to 24 hours pay) shall be allowed each year for employees with over one year of continuous service for urgent, personal business which cannot be taken care of after work hours or on weekends. Such leaves are within the discretion of the Town Highway Superintendent and shall not be cumulative. It is not intended that such leaves be utilized as additional vacation or for any reason other than personal business as defined above. Personal days are not considered as days worked for the purpose of Article IV .

3. A physician's certification that an employee is personally ill may, at the discretion of the Employer, be required. The Employer may designate such physician, and if the Employer does so designate such physician, the Employer will pay for the physical examination.

4. When it is necessary for an employee to be absent from work for any period of time for any reason, it is mandatory that the employee's supervisor be notified at least one hour before the employee's usual starting time so that arrangements can be made to carry out the employee's normal responsibilities.

**ARTICLE X**  
**COMPASSIONATE LEAVE**

1. Up to three (3) days with pay shall be allowed for the death of each member of the employee's immediate family. The "immediate family," for the purpose of this Article, shall be defined as the Mother, the Father, Grandparents, Husband, Wife, Son, Daughter, Brother, Sister, and parents-in-law, step-children and legal guardian if the employee was raised by said legal guardian, half-brother and half-sister.

2. Compassionate leave shall not exceed three (3) calendar days on each such occasion.

**ARTICLE XI**  
**CLOTHING ALLOWANCE**

Employees with more than one year's continuous service shall receive an annual clothing allowance for the purchase of work shoes related to employment, and other safety related clothing as determined by the Superintendent of Highways. Employees will be reimbursed up to \$250.00 upon submission of an expense voucher to the Town Highway Superintendent. Any additional safety equipment required will be provided by the Town.

**ARTICLE XII**  
**MANAGEMENT RESPONSIBILITIES**

Subject only to specific and express limitations stated in this Agreement, the Employees Association recognizes that the Employer hereby retains and reserves to itself all rights, powers, authorities, duties, and responsibilities and retains the exclusive right to manage the business and operations of the, Town. However, before any substantial change in work rules are made, the Employees Association shall be notified.

**ARTICLE XIII**  
**NO STRIKE**

Pursuant to the provision of Section 207, paragraph 3, of the Public Employees Fair Employment Act, the Employees Association hereby affirms that it does not assert the right to strike against any governmental unit, to assist or participate in any such strike or to impose an obligation on its members to conduct, assist, or participate in such strike.

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

1. Where a difference regarding the interpretation of a specific provision of this Agreement arises involving an employee, the employee may, within ten (10) working days after the occurrence or knowledge of the situation, condition, or action of the Employer giving rise to the grievance, present the grievance to the Town Highway Superintendent in an attempt to resolve the matter. At this meeting the employee may, if he/she wishes, be accompanied by a representative of the Employees Association.
2. If the dispute or disagreement is not settled within seven (7) calendar days from the date of the meeting called for in paragraph '(1)' above, the employee may submit within said seven (7) calendar days from said meeting a written grievance setting forth all the grounds for said grievance and the contractual provision alleged to have been violated by the Employer and may request a meeting with the Town Board or its Designee. The Town Board or its Designee shall schedule a meeting with the employee, and the employee may be accompanied by a representative of the Employees Association. Any questions shall be given in writing by the Town Board or its Designee within seven (7) calendar days after the grievance meeting in question.
3. If a difference has not been resolved at this level, then within seven (7) calendar days after the date of receipt of the answer of the Town Board or its Designee, either party may take the dispute to advisory arbitration by submitting a demand for same in writing to the other party. Said demand must be mailed

within seven (7) calendar days after receipt of the answer of the Town Board or its Designee. The parties shall thereupon meet to agree to a stipulation of the issue or issues to be submitted to the arbitrator. Thereafter, the parties shall request a list of arbitrators from PERB in an odd number not less than five (5) in amount and shall each strike one (1) arbitrator until one (1) name remains. The party striking the first name shall be determined by a coin toss. The remaining name shall be designated as the arbitrator for the purpose of the dispute.

4. In the conduct of an arbitration hearing either party may, if it desires, be represented by counsel.

5. The dispute as stipulated shall constitute the sole and entire subject matter to be heard by the arbitrator and the arbitrator shall not add to, subtract from, or in any way change the Collective Bargaining Agreement herein set forth.

6.. The expenses of arbitration will be born equally by both parties except that each party shall bear the expense of any transcript it requests and for any fees charged by its counsel or other, representative.

7. The arbitration awards shall thereafter be reviewed by the Employees Association and the Employer and shall be given consideration, although same shall not be binding upon the Employees Association or the Employer.

#### ARTICLE XV ACCUMULATED SICK DAYS

Upon retirement, not termination or quitting, each employee who has accumulated sick days pursuant to Article VIII shall be entitled to continued medical insurance coverage as provided in Article V for a period of time dependant on the value of his/her accumulated sick days. That value shall be calculated by multiplying the retiring employee's hourly rate by the number of sick hours accumulated: 1 sick day being the equivalent of 8 sick hours. The Employer agrees to continue its contribution to the medical insurance coverage plan then in effect, on a regular basis until the value of the accumulated sick days is exhausted. After all accumulated sick days are used, the employee shall have the option to continue on the group medical insurance coverage plan then in effect by paying the full amount of the monthly premium due by the 15<sup>th</sup> of the previous month. Failure to make timely payments will result in removal from the group plan and termination of benefits.

The issue of how to address the issue of accumulated sick leave upon retirement in cases where the employee chooses not to have continuation of medical benefits shall be addressed in future contracts.

#### ARTICLE XVI CONCLUSION OF NEGOTIATIONS

1. The parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and that the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Employees Association, for the life of this Agreement, shall unqualifiedly and voluntarily waive any right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject matter not covered or specifically referred to in this

Agreement, even though said subject matter may not have been in the knowledge or contemplation of either of the parties at the time they negotiated this Agreement.

2. It is also agreed that the Agreement is in full settlement of all issues discussed, and none of such issues shall be subject to collective bargaining during the term of this Agreement. This Agreement is the entire agreement between the parties and terminates all prior agreements and understandings.

**ARTICLE XVII**  
**MODIFICATION AND TERMINATION**

At least ninety (90) days prior to the expiration of this Agreement, collective bargaining negotiations shall commence between the parties for the purpose of considering the terms of a new Agreement.

**ARTICLE XVIII**  
**LEGISLATIVE ACTION**

IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT, REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

**ARTICLE XIX**  
**SEVERABILITY**

In the event that any Article, section, or portion of this Agreement is found invalid by a final decision of a tribunal of competent jurisdiction or shall have the effect of loss to the Town Board of funds made available through Federal or State law or otherwise, then any such section, article, or portion of this Agreement shall be deemed to be of no force or effect. However, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this \_\_\_ day of \_\_\_\_\_ 200\_.

TOWN OF GALWAY

BY: \_\_\_\_\_  
Town Supervisor

GALWAY HIGHWAY EMPLOYEES ASSOCIATION



BY: \_\_\_\_\_  
President