



**Cornell University**  
**ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Roxbury, Town of and Roxbury Highway Workers Association (2011)**

Employer Name: **Roxbury, Town of**

Union: **Roxbury Highway Workers Association**

Effective Date: **01/01/11**

Expiration Date: **12/31/12**

PERB ID Number: **9254**

Unit Size:

Number of Pages: **16**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC\9254

**AGREEMENT**  
**BETWEEN**  
**THE**  
**TOWN OF ROXBURY**  
**AND THE**  
**ROXBURY HIGHWAY WORKERS ASSOCIATION**  
**FOR THE PERIOD OF**  
**JANUARY 1, 2011 TO DECEMBER 31, 2012**

**RECEIVED**  
**NYS PUBLIC EMPLOYMENT**  
**RELATIONS BOARD**  
**DEC 20 2010**  
**ADMINISTRATION**

## Article I

### Recognition

#### Section 1

The Town of Roxbury, a political subdivision of Delaware County and the State of New York (hereinafter referred to as the "Town"), agrees that the Roxbury Highway Workers Association (hereinafter referred to as "RHWA") shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective negotiations, for administering this agreement, handling grievances, and any other terms and conditions of employment.

#### Section 2

Pursuant to section 208 of the Civil Service Law, RHWA shall have unchallenged representation for the maximum period permitted by law.

#### Section 3

RHWA shall have exclusive payroll deduction of authorized deductions for employees who are employees and are members of the Collective Bargaining Unit defined in Article II.

#### Section 4

The Town shall deduct from the wages of employees and remit to RHWA regular membership dues and other authorized deductions for those employees who have signed authorizations permitting payroll deductions.

#### Section 5

The Town will, for each regular and part-time employee who does not authorize the Town to deduct RHWA dues under Article I, Section 3, deduct from the wages due such employee in any month, an agency shop fee equal to the regular dues fixed by RHWA for such month. Such agency shop fee shall continue in full force and effect until revoked by (a) an employee's written and signed dues deduction card as stated in Article I, section 4, or, (b) termination of such employee's employment.

#### Section 6

RHWA affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in any strike or to refuse to accomplish or to slow the work of and for the Town because of any strike or slowdown or work stoppage, or other labor troubles.

Article II

Collective Bargaining Unit

The Town hereby recognizes RHWA as the sole and exclusive bargaining agent for all employees of the Town Highway Department, except the Highway Superintendent and the person who acts as his account clerk-typist.

Article III

Compensation

Section 1

For full-time employees with no break in service hired before January 1, 2001, and employees hired on or after January 1, 2001 with four (4) full years of service completed, the regular hourly rates of pay shall be as follows:

	2011	2012
Deputy Supt	\$20.10	\$20.70
Mechanic	\$19.60	\$20.20
HEO	\$18.65	\$19.25
Laborer	\$17.35	\$17.95
Mechanic Helper	\$18.90	\$19.50

For employees hired on or after January 1, 2001, the hourly rates of pay shall be as follows for all positions (Mechanic, HEO, MEO, Laborer):

1st full year of service	\$2.00/hr less than regular pay
2nd full year of service	\$1.50/hr less than regular pay
3rd full year of service	\$1.00/hr less than regular pay
4th full year of service	\$.50/hr less than regular pay
5th full year of service	Regular hourly rate

For employees hired on or after January 1, 2011, the hourly rates of pay shall be as follows for all positions (Mechanic, HEO, MEO, Laborer):

1st full year of service	\$2.00/hr less than regular pay
2nd full year of service	\$1.00/hr less than regular pay
3rd full year of service	Regular hourly rate

Section 2

Holidays as set forth in Article VIII, sick days, personal leave days and bereavement days as set forth in Article X and vacation days as set forth in Article IX shall be considered days worked for purposes of this section.

Section 3

All employees shall be paid at the rate of time and one-half (1 1/2) of their hourly rate of pay for all hours worked after

- (a) eight (8) hours on one (1) day during regular hours,
- (b) ten (10) hours on one (1) day during summer hours,
- (c) forty (40) hours during one (1) week during any season, or
- (d) on days that are normally their days off or when called to work when on paid leave for the particular day.

All employees shall be paid at the rate of two (2) times their hourly rate of pay for all hours required to work on any holiday listed in Article VIII.

Section 4

The employees shall be paid for all time worked every two weeks. The employees shall receive their checks on the Thursday immediately following the end of the pay period. The pay period shall begin on Tuesday and end on the second following Monday.

Section 5

All employees shall be paid for three (3) hours show-up time as a minimum payment when they are called in.

## Article IV

### Rights of RHWA

- a. The RHWA shall have the sole and exclusive right to represent its members as defined in Article II in any and all proceedings under the Public Employees Fair Employment Act and under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Town to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any restraint, coercion, or discrimination by the Town or any of its agents.
- b. No public employee or employees organization shall engage in a strike and no public employee or employees organization shall cause, instigate, encourage or condone a strike.

## Article V

### Rights of Employees

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining RHWA without fear of coercion, reprisal or penalty from RHWA or the Town. Employees may join and take an active role in the activities of RHWA without fear of any kind of reprisals from the Town or its agents.

Any employee may bring matters of personal concerns to the attention of the appropriate Town representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding.

## Article VI

### Management Rights

- a. The Town and Highway Superintendent have the legal responsibility and the right to manage their business and, except as limited by the New York State Municipal and Civil Laws and Codes and this agreement, to (a) hire, assign, transfer, promote, demote, schedule, layoff, recall, discipline and discharge their employees and direct said employees in their work, and (b) to control all property of the Town and such property as in the possession of the Town and/or Highway Superintendent.
- b. This article is not intended to afford greater protection to employees than is presently afforded under the New York State Municipal and Civil Service Laws and Codes as the laws may be amended by the legislature and this agreement.

Article VII

Hours of Work

a. The basic workweek shall consist of five (5), eight hour (8), days with two (2) days off - Saturday and Sunday.

*From the first week in November to December 1, hours shall be 6:00 am to 2:30 pm with one-half (1/2) hour off for lunch;*

*From December 1 to March 15, hours shall be 5:00 am to 1:30 pm with one-half (1/2) hour off for lunch;*

*From March 16 to the first week in April, hours shall be 6:00 am to 2:30 pm with one-half (1/2) hour off for lunch;*

Hours shall be 6:00 am to 2:30 pm with one-half (1/2) hour off for lunch; except that these hours may be modified by the Highway Superintendent in case of emergency, or if the majority of the work crew that is involved agrees; but any such changes shall be made for single days only and only from day to day. Regular hours of work shall not be limited by emergency calls.

b. Summer Hours: Between the first week in April and the last week in October, the workweek shall consist of four (4) consecutive ten (10) hour days, Monday through Thursday, 6:00 am to 4:30 pm, unless otherwise modified as provided in the preceding paragraph.

Article VIII

Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Election Day, Washington's Birthday, Christmas, Good Friday, Columbus Day, plus a floating day within the big game rifle season.

Article IX

Vacations

All employees shall receive:

Two (2) weeks paid vacation after one (1) year of employment

Three (3) weeks paid vacation after six (6) years of employment.

Four (4) weeks paid vacation after fifteen (15) years of employment.

Vacation may only be taken between April 1 and December 15. Employees may accumulate two

(2) unused vacation days each calendar year to carry over to the next consecutive calendar year where they must use the two (2) accumulated days during that calendar year.

## Article X

### Sick, Personal and Bereavement Leaves

#### Section 1

##### Sick Leave

All employees shall earn sick leave at the rate of one (1) day per month. Unused sick leave will accumulate up to one hundred sixty-five (165) days, and accumulated days may be used either (a) in the event of illness or injury, or (b) as service credit for purposes of retirement. Each employee shall receive annual notification of their unused sick leave days not later than the time of the distribution of the W-2 forms.

A doctor's note may be required of those employees who have used three (3) or more consecutive sick days.

To qualify for sick leave an employee must call in the same morning the employee is to be out sick. Emergencies are the exception to this rule.

Employees will receive credit for accumulated sick leave time when retiring as provided under section 41 (j) of the New York State Retirement and Social Security Law. Such accumulated sick leave is not to be reimbursed as salary in lieu of service.

#### Section 2

##### Personal Leave

All employees shall be entitled to five (5) days of personal leave. Personal leave must be utilized in the year earned and may not be carried over to subsequent years. Personal leave will be permitted for emergencies or other valid reasons. If the reason for the leave is not an emergency, advance notice of seventy-two (72) hours shall be given, whenever practicable, to the Highway Superintendent.

#### Section 3

##### Bereavement Leave

All employees shall be entitled to three (3) days of bereavement leave for the death of a mother, father, step-mother, step-father, wife, husband, child, brother, sister, or grandparent of the employee. Non utilized bereavement leave shall not accumulate.

Section 4

Employee Organizational Leave

Representatives of RHWA who are Town Highway employees are entitled to a total of two (2) days paid leave for the purposes of attending local, regional and statewide meetings, conventions or seminars. Such leave must be approved in advance by the Highway Superintendent prior to the date of the requested leave. Such leave shall not be unreasonably denied.

Section 5

Compensatory Leave

Instead of being paid for overtime hours, each employee shall be entitled to designate his overtime hours to build up compensatory leave. Designated overtime hours will be added to the employee's compensatory leave at a rate of 150% of overtime hours.

No employee may have more than 40 hours of compensatory leave built up at any one time.

In order to designate overtime hours as compensatory leave, an employee must notify the Highway Superintendent in writing of such designation before the end of the pay period in which the hours were worked. See Article III, section 4.

Built-up compensatory leave may be taken by an employee for any reason, with prior approval of the Highway Superintendent.

Article XI

Bulletin Board Space

The Town will make available to its Highway employees suitable and enough bulletin board space on which to post a copy of this agreement and other material applicable to or of interest to the Town Highway employees. RHWA shall have the right to use such bulletin board for its announcements and other materials. Such bulletin board shall be located at the Town Garage in a sheltered place easily viewed by the employees.

Article XII

Retirement Plans

The Town will continue to provide the present coverage in effect of the New York State Retirement Laws, commonly known as the 1/60th non-contributory plan, for all eligible employees.

## Article XIII

### Health Insurance

The Town shall provide employees of the Town Highway Department hired prior to January 1, 1994, and their dependents, with full coverage under whatever Medical Insurance Plan is being provided by the Town of Roxbury without cost to the employee. Effective December 1, 2004, the Town's health insurance plan will be a three tiered plan to include Single, 2 Person and Family coverage based on eligibility. Employees hired on or after January 1, 1994 shall be required to contribute thirty percent (30%) of the premium for the Plan during their first two years of employment, and twenty-five percent (25%) for the third and fourth years of employment, twenty per cent (20%) for the fifth and sixth years of employment, fifteen per cent (15%) for the seventh and eighth years of employment, ten per cent (10%) for the ninth and tenth years of employment, five per cent (5%) for the eleventh and twelfth years of employment, and zero per cent (0%) thereafter. Employees hired on or after January 1, 2011 shall be required to contribute thirty percent (30%) of the premium for the Plan during their first two years of employment, and twenty-five percent (25%) for the third and fourth years of employment, twenty per cent (20%) for the fifth and sixth years of employment, and fifteen per cent (15%) thereafter.

Payroll deductions for contributions in the preceding paragraph shall be divided equally between two paychecks.

Effective December 1, 2004, the Town shall provide employees of the Town Highway Department, regardless of when hired, with coverage under whatever Dental Insurance Plan is being provided by the Town without cost to the employee. Dental insurance will be made available for dependents of employees on the Town's Health Insurance Plan and shall be at the cost of the employee. Said costs shall be based on the difference in cost between a single policy and either 2 Person or Family policy. Payroll deductions for such contributions shall be divided equally between two paychecks.

Subject to the restrictions of this paragraph, the Town of Roxbury will pay the cost of hospitalization and medical insurance, including prescriptions, and dental insurance, as provided for in the above paragraphs for those employees who retire at or after age 62. The above contribution requirements shall apply to such retirement coverage. This after retirement medical and dental coverage shall cease as soon as the retired employee becomes eligible for Federal Health Insurance coverage, currently known as "Medicare." To be eligible for such retirement medical coverage, the retiring employee must have been employed by the Town of Roxbury for fifteen (15) years except for employees who are members of Tier 1.

In the event any employee shall elect in writing not to be covered under this article, the Town shall thereafter pay to such employee monthly a sum equal to 30% of the full cost to the Town, including the cost of Single dental coverage, of covering the said employee had the employee not so elected. Payment of the said sum shall be made monthly, to be included in the first two paychecks of each month. If any employee who has made such an election gives written notice

to the Town to resume coverage, the Town shall thereupon resume the employee's coverage under the provisions of this article then in effect.

#### Article XIV

##### Out-of-Title Assignments

###### Section 1

Employees assigned to jobs outside the scope of their job description shall be paid at whichever hourly rate of pay is greater.

###### Section 2

Learning employees shall not receive additional pay while under the supervision or training direction of a regular operator.

#### Article XV

##### Grievance Procedures

In the event that any difference or dispute should arise between the Town and the RHWA, or its members employed by the Town, concerning the application and interpretation of the terms of the agreement, then every effort shall be made to settle such differences immediately in the following manner, provided the grievance is filed within ten (10) working days of its occurrence or employee knowledge thereof;

- 1) Between the aggrieved employee, with or without the RHWA, and the Superintendent. If no satisfactory agreement is reached within ten (10) working days, then:
- 2) Between an official of the RHWA in conference with the Town Board of Trustees; Should no acceptable agreement be reached within an additional ten (10) working days:
- 3) The matter may be referred to arbitration by the RHWA and the Town only.

Either party may within ten (10) days after the Step 2 meeting request the Public Employment Relations Board in Albany to appoint an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the items of this agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively.

Unless extended by a mutual agreement in writing the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer.

Article XVI

Union Security

Section 1

Any change in the Town policy relative to employees' terms and conditions of employment must first be negotiated with RHWA representatives and mutually agreed upon in writing prior to being implemented.

Article XVII

Saving Clause

Section 1

Should any article or part thereof of this agreement or any addition thereto be deemed to be in violation of any Federal, State, County, or Local Laws, or if adherence to or enforcement of any article or part thereof be restrained by a court of competent jurisdiction, then the remaining articles of this agreement shall not be affected and shall continue in full force and effect.

Section 2

If a determination or decision is made as per Section 1 of this article, the parties to this agreement shall immediately converse for the purpose of negotiating a satisfactory replacement for such article or part thereof.

Article XVIII

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 ITS APPROVAL.

Article XIX

Disability Insurance

A Disability Plan is provided by the Town of Roxbury for Roxbury Town Highway employees. The Disability Plan shall operate through the Workman's Compensation Board with the State Insurance Fund as carrier.

It is agreed by the Town Board of the Town of Roxbury and RHWA, that employees will be covered by the Voluntary Contribution Plan. The employees covered by said plan will have 60

cents per week deducted from their pay; the Town of Roxbury will pay the balance of the premium.

## Article XX

### Duration of Agreement

The duration of this agreement shall be two years, commencing January 1, 2011, and expiring December 31, 2012. In the event that the parties to this agreement reach impasse in their efforts to negotiate a new agreement, a mediator or fact finder shall be appointed by the New York State Public Employment Relations Board in Albany.

## Article XXI

### Disciplinary Procedure

#### Section 1 - Applicability

The following disciplinary procedure will be applicable to all employees in the bargaining unit

#### Section 2 - Cause

An employee shall not be subjected to any disciplinary action except for incompetency or misconduct.

#### Section 3 - Service of Notice of Discipline

Service of notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the unit president. Service of the notice of discipline will be by registered or certified mail or by personal service. The time limits for presenting a grievance as defined in this article will commence at the time of receipt of the notice of discipline.

#### Section 4 - Contents of Notice of Discipline

The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times and places. The notice will also contain any proposed penalty.

#### Section 5 - Procedure

Upon receipt of charges, an employee shall have four (4) calendar days to file a disciplinary grievance. Such grievance shall be filed with the Town Supervisor prior to the arbitration stage. The filing of such a grievance shall be considered to be a demand for arbitration.

The disciplinary arbitration hearing should be held within two (2) weeks after the selection of the arbitrator. A decision should be rendered within seven (7) calendar days after receipt of transcripts, if either party elects a transcript as provided for in this article, or within any other period of time as may be mutually agreed to by RHWA and the employer. Disciplinary arbitrator shall render decisions of guilt or innocence and the appropriateness of the proposed penalty and shall have the authority to resolve a claimed failure to follow the procedural provisions of this article, including but not limited to, the timeliness of the filing of the disciplinary grievance, and whether the notice of discipline was properly served in accordance with the provisions of this article. Disciplinary arbitrators shall neither add to, subtract from or modify the provisions of this agreement. The disciplinary arbitrator's decision with respect to the above shall be final and binding upon the parties.

#### Section 6 - Pre-hearing Conference

Within seven (7) days of the filing of a grievance and in advance of a disciplinary hearing, the employee and his union representatives and/or attorney shall be entitled to a meeting with the employer to discuss, on an informal basis, the employee and the employer's position on the charges and the appropriateness of the proposed penalty. Any decision reached by the employer as a result of the pre-hearing conference must be given in writing within three work days by certified or registered mail, return receipt, or personal service. If there is no response in three days the employee or the union shall notify the Public Employment Relations Board and request that an arbitrator be appointed and a hearing date set.

If a disciplinary issue is unresolved as a result of the pre-hearing conference, the employer shall notify the Public Employment Relations Board and request that an arbitrator and a hearing date be set.

#### Section 7 - Disciplinary Arbitration

The disciplinary arbitrator shall render determination of guilt or innocence and the appropriateness of proposed penalties and shall have the authority to resolve a claimed failure to follow the disciplinary procedure or other violations of an employee's rights in relation to discipline. However, the arbitrator has full authority if the remedy proposed by the employer is inappropriate, to devise an appropriate remedy but shall not increase the penalty proposed by the employer.

#### Section 8 - Burden of Proof

The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the employer.

#### Section 9 - Suspension

An employee may be suspended prior to the resolution of the notice of discipline only if the employer determines that there is probably cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely

interfere with operations. The disciplinary arbitrator shall have the authority to determine whether there was probably cause for such suspension.

Section 10 - Employee Disciplinary Rights

- a. An employee shall be entitled to representation by RHWA or an attorney at each step of the procedure.
- b. No employee shall be required to submit to an interrogation by a supervisor or department head if the information sought is to be used against the employee in a disciplinary proceeding or after a notice of discipline has been served on such employee or after the employee's resignation has been requested unless the employee is notified in advance that he/she has the right to have RHWA representation during the proceeding.
- c. No employee shall be requested to sign any statement regarding his/her incompetency or misconduct unless the employee is offered the right to have RHWA representation.
- d. No recording device or stenographic or other record shall be used during an interrogation unless an employee is advised in advance and is offered the right to have RHWA representation and is provided with a transcript of such recording or stenographic record.
- e. An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, as the result of the exercise of his/her rights under this article.

Article XXII

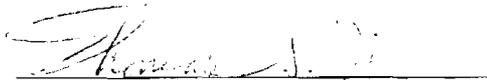
Permission for Motor Vehicles Records

RHWA members hereby give the Town of Roxbury permission to obtain individual motor vehicles records from New York State DMV, annually or whenever needed for liability insurance purposes.

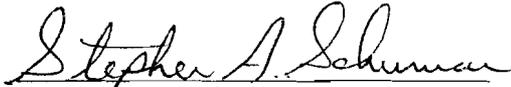
IN WITNESS WHEREOF, the Supervisor of the Town of Roxbury and the Highway Superintendent have subscribed this agreement and the Town Clerk has affixed the seal of said Town and attested to the same pursuant to the resolution duly passed by the Town Board of the said Town of Roxbury and RHWA has caused its authorized officer to affix his signature, having been duly authorized by RHWA membership.

TOWN OF ROXBURY

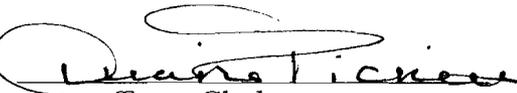
(SEAL)

BY:   
Supervisor

Date: 12-13-2010

BY:   
Highway Supt.

Date: 12-2-10

BY:   
Town Clerk

Date: 12/13/10

ROXBURY HIGHWAY WORKERS ASSOCIATION

BY:   
President

Date: 12/1/10

BY:   
Negotiations Comm.

Date: 12/1/10

