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#### Contract Database Metadata Elements

Title: **Town of Rockland and Tri-County New York Public Employees, Council 66, AFSCME, AFL-CIO, Local 750 (2006)**

Employer Name: **Town of Rockland**

Union: **Tri-County New York Public Employees, Council 66, AFSCME, AFL-CIO**

Local: **750**

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BC | 7458

AGREEMENT

BY AND BETWEEN

TRI-COUNTY NEW YORK PUBLIC EMPLOYEES

LOCAL 750 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 66, AFL/CIO

&

THE TOWN OF ROCKLAND, N.Y.

JANUARY 1, 2006 THROUGH DECEMBER 31, 2008

**RECEIVED**

JUN 26 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

This Agreement entered into by the Town of Rockland, hereinafter referred to as the Employer, and Local 750, Council 66, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the Union, has as its purpose the promotion

of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment, and to provide orderly and uninterrupted operation and function of the highway department of the Town of Rockland in order to protect the health, safety and welfare of the public. It is understood 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 therefor, shall not become effective until the appropriate legislative body has given approval.

#### ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees except the department head in the Employer's Highway Department.

#### ARTICLE II UNION SECURITY

##### SECTION 1. CHECKOFF OF UNION DUES

- a. All employees covered by this Agreement may tender their membership dues to the Union by signing the Authorization form, Payroll Deduction of Union Dues, provided by the Union.
- b. The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to make such dues deductions from the pay of all employees who have executed said authorization by signing said form, in accordance with the terms and conditions set forth therein.
- c. Deduction of Union dues as set forth herein shall become effective at the time said form is signed by the employee and shall be deducted each first pay period of each month thereafter from the pay of the employee.
- d. The aggregate total of all such deductions shall be remitted on or before the twentieth (20) of each month to the designated financial officer of the Union together with a list of employees from whom dues have been deducted.
- e. Revocation of authorization forms shall be subject to conditions contained therein.
- f. Any changes in the amount of the Union dues to be deducted shall be certified by the Union in writing and be forwarded to the Employer.
- g. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other sorts of liability that may arise, by the Employer's compliance to this article.

## SECTION 2. BULLETIN BOARDS

The Employer agrees to provide space for bulletin boards for exclusive use of the Union to post notices at each work installation, however, such notices or communications shall not contain anything of a political nature, or anything reflecting personally upon the Employer or any of its employees or elected officials. The Employer reserves the right to remove any material that violates this paragraph.

## SECTION 3. ACCESS TO PREMISES

The Employer agrees to permit a representative of the International Union, the Union Council, and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employees and permission is granted by the Highway Superintendent or his designee upon written request or prior notice by the representative. Such request shall not be unreasonably denied.

## SECTION 4. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## SECTION 5. NO STRIKES

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

## SECTION 6. LOCKOUTS

No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

# ARTICLE III WORK DAY - WORK WEEK

## SECTION 1. WORK WEEK

During the term of this Agreement, the work week shall be Monday through Friday.

## SECTION 2. WORK DAY

- a. During the term of this Agreement, the regular work day shall consist of eight (8) consecutive hours per day from 7 A.M. to 3:30 P.M. excluding ½ hour for lunch. The Highway Superintendent shall have the right to request certain employees to work beyond the scheduled work day or before the regular work day.
- b. The Unit may request and the Employer may grant a work schedule deviating from the normal work schedule.

## SECTION 3. OVERTIME WORK

The Highway Superintendent will equalize overtime as evenly as is humanly possible and practicable, with due regard to the qualification of the employees involved and the work to be performed.

## SECTION 4. MEAL AND REST PERIODS

An employee shall have a lunch period of one-half (½) hour

duration during each work shift. An employee shall also have a ten (10) minute rest period within any four (4) hour regular or four (4) hour overtime shift. During the normal work day the rest periods shall be at 9 A.M. and 2 P.M. except in emergency situations.

ARTICLE IV  
HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be recognized and observed as paid holidays beginning January 1, 1982:

New Year's Day	Memorial Day
Veteran's Day	Friday before Memorial Day
Thanksgiving Day	Columbus Day
Christmas Day	Labor Day
Independence Day	Friday before Labor Day
Election Day	

- Effective January 1, 1986, Martin Luther King's Birthday
- Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.
  - Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.
  - Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

SECTION 2. ELIGIBILITY REQUIREMENTS

a. Employees shall be eligible for holiday pay under the following conditions:

- The Employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation, layoff or sick leave.
  - The employee worked his last scheduled day prior to the holiday unless he is excused by the Employer, or he is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon a reasonable purpose in each case.
- b. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given an additional day in lieu of said holiday.

SECTION 3. HOLIDAY WORK

An employee who works on any of the holidays listed above shall be paid for all hours worked at one and one-half (1-1/2) times his regular rate of pay, in addition to holiday pay as provided herein. An employee who is required to work on Thanksgiving Day and Christmas day will receive double time for all hours worked in addition to the holiday pay.

ARTICLE V  
VACATIONS

SECTION 1. VACATION SCHEDULE

An employee shall state his vacation preference to the department head in writing no later than March 1st of each year. A vacation schedule shall thereupon be prepared, with due consideration to employee preference and seniority, and shall be posted on the Highway Department bulletin board no later than April 15. The Employer shall further adjust the tentative schedule to correct employee dissatisfaction, except where inconsistent with needs and requirements of department.

SECTION 2. DEFERRAL OF VACATION

Vacation shall be normally taken annually and for the total amount of accrued time. An employee may, however, with the approval of the department head, defer part or all of his accrued vacation to be taken in the succeeding year.

SECTION 3. HOLIDAY DURING VACATION

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the vacation period may be extended one (1) additional day upon approval of the department head.

SECTION 4. WORKING DURING VACATION

- a. An employee who is required to and does work during his vacation period shall be paid for all hours worked at the rate of time and one-half his regular rate. In addition, said employee's paid vacation shall be rescheduled to such future time as the employee may request and to which the Highway Superintendent and the Employer may agree.

SECTION 5. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

- a. An employee who is laid off, discharged, retires or is separated from service of the Employer for any reason prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.
- b. In the event of death of said employee, said payment shall be made to his estate.

SECTION 6. VACATION SCHEDULE

An employee shall be entitled to the following period of consecutive vacation days upon completion of his probationary period:

After one (1) year.....	ten (10) work days
After two (2) years.....	ten (10) work days
After three (3) years.....	eleven (11) work days
After four (4) years.....	eleven (11) work days
After five (5) years.....	twelve (12) work days
After six (6) years.....	fourteen (14) work days
After seven (7) years.....	fourteen (14) work days
After eight (8) years.....	fourteen (14) work days
After nine (9) years.....	fourteen (14) work days
After ten (10) years.....	fourteen (14) work days
After eleven (11) years.....	fifteen (15) work day
After twelve (12) years.....	sixteen (16) work days
After thirteen (13) years.....	seventeen (17) work days

After fourteen (14) years.....eighteen (18) work days  
After fifteen (15) years.....nineteen (19) work days  
After sixteen (16) years.....twenty (20) work days  
Thereafter, twenty (20) work days.

SECTION 7. PAY ADVANCE

If a regular pay day falls during an employee's vacation, he must make a request in advance for his check to be mailed to him.

SECTION 8. RATE DURING VACATION

An employee will be paid his current rate based on his regular scheduled work day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE VI  
SICK LEAVE

SECTION 1. ALLOWANCE

- a. An employee contracting or incurring a non-service connected sickness or disability that renders said employee unable to perform the duties of his employment, or who is quarantined by a public health officer, or who must make medical visits which cannot be scheduled during non-working hours as a result of an illness or injury, shall be eligible to receive sick leave with pay.
- b. An employee shall be eligible to receive sick leave after sixty (60) days service with the Employer or after his probationary period, whichever occurs first.
- c. An employee shall accrue one (1) day of sick leave credit per month to a total of twelve (12) per year.
- d. Sick leave shall be construed as days worked for the purpose of computing benefits for which an employee is eligible in accordance with the provisions of this Agreement. An employee on sick leave will be deemed to be in continuous employment.
- e. The Employer at his own expense may require an employee to obtain a physician's certificate after three (3) days of sickness or disability.
- f. After an Employee has taken three (3) one (1) day sick leave absences in a period of three (3) months the Employer may require the Employee to obtain, at the Employer's expense, a physician's certificate. The Employee must be notified of this requirement when he notifies the Employer of the use of sick leave allowance. If the Employer chooses to exercise this option, the Employer shall schedule the appointment with a local physician after conferring with the Employee concerning the Employee's choice of a physician. Due consideration will be given to the Employer's selection of the Employee's regular physician. The examining physician's certificate shall be presented by the Employee to the Employer when the Employee returns to work.

SECTION 2. ACCRUAL OF SICK LEAVE CREDITS

- a. An employee shall begin to accrue sick leave credits from his date of hire, and shall continue to accrue sick leave up to a maximum of two hundred (200) days as long as he

remains in the service of the Employer; provided that an employee shall not be eligible for sick leave until he has been employed as provided in Article VI, Section 1 (b).

SECTION 3. UNUSED SICK LEAVE CREDITS

- a. Unused sick leave credit shall be paid in cash to the employee's estate in the event of death. The amount of payment for said credit shall be calculated at the employee's rate of pay on the pay day immediately preceding the employee's separation.
- b. Effective January 1, 1978, employees on the current payroll shall receive after ten (10) years of continuous service in the department, cash payment equal to forty per cent (40%) percent of the employee's total accumulated sick leave, based upon the employee's rate of pay at date of retirement or resignation.
  1. No payment will be made to any employee terminated for just cause.
  2. All other employees shall receive the above payment after completion of twenty (20) years of continuous service in the department upon retirement or resignation.

SECTION 4. ABSENCE DUE TO INJURY

An employee who is unable to perform the duties of his employment because of injury received in the service of the Employer, and who receives worker's compensation benefits, shall further receive a supplemental sum equal to the difference between his wages and his compensation benefits, provided that such supplemental sum shall be deducted from accrued sick leave credits and when accrued sick leave benefits have been exhausted, from any accrued vacation leave credits.

ARTICLE VII  
LEAVE OF ABSENCE

SECTION 1. ELIGIBILITY REQUIREMENTS

An employee shall be eligible for an unpaid leave of absence after six (6) months service with the Employer.

SECTION 2. APPLICATION FOR UNPAID LEAVE OF ABSENCE

Leave of absence without pay for a period of no longer than one (1) year may be granted in the event of: Election to Union office, prolonged illness, or other reasonable purpose. An employee shall submit a written request for said unpaid leave to the Employer setting

forth the reasons for, and substantiating evidence of need. In the event of prolonged illness, medical proof of fitness to resume previous duties may be required by the Employer as a condition of re-employment. An extension of said unpaid leave shall be at the discretion of the Employer.



ARTICLE VIII  
PAID LEAVE

SECTION 1. FAMILY DEATH LEAVE

In the event of a death such as spouse, parents, children, sister or brother, grandparents, grandchildren, in-laws, or any relative who resides in the household of the employee, said employee shall be granted two (2) days leave with pay. At the request of the employee, the Employer may grant up to three (3) additional days of paid leave if the presence of the employee is urgently required in the household, or if necessary to attend the funeral of a member of the employee's immediate family. The request shall not be unreasonably denied.

In the event of the death of an Aunt, Uncle, niece or nephew, an employee shall be granted one (1) day leave with pay.

SECTION 2. PERSONAL LEAVE

An employee shall be entitled to four (4) personal leave days each year, non-cumulative, to be used as needed. Arrangements for such leave shall be made by the employee at least twenty-four (24) hours in advance, except in the case of emergency. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any other leave credits.

SECTION 3. JURY DUTY/SUBPOENA FOR COURT APPEARANCES

An employee shall be granted a leave of absence in the event he is required to report for jury duty or jury service or subpoena. The Employer shall pay the employee the difference between his regular pay and his jury pay or subpoena pay excluding mileage, only for a period of ten (10) days.

SECTION 4. UNION LEAVE

One (1) employee elected as a delegate will be permitted to attend Council or International conferences for not more than three (3) days (or any part thereof) each year with pay.

SECTION 5. MILITARY SERVICE LEAVE

An employee who is a member of a reserve force of the United States of American or of this State, and who is ordered by the appropriate authority to attend a training program or to perform other duties under the supervision of the United States of America or of this State shall be granted a leave of absence with no loss of time or pay during a period of such activity that does not exceed thirty (30) days.

ARTICLE IX  
WAGES

SECTION 1. WAGE SCHEDULE EFFECTIVE JANUARY 1, 2006

Employees shall be compensated in accordance with the following schedule:

	PROBATIONARY	REGULAR RATE (2nd. Six Months)	REGULAR RATE
Laborer	15.13	15.41	15.69
Mechanic	15.89	16.17	16.35
Mechanic's			
Helper	15.33	15.72	16.00
M.E.O.	15.34	15.73	16.02
Heavy M.E.O.	15.53	15.81	16.10
Working Foreman	15.93	16.22	16.50
Watchperson	12.84	13.13	13.42

WAGE SCHEDULE EFFECTIVE JANUARY 1, 2007

Employees shall be compensated in accordance with the following schedule:

	PROBATIONARY	REGULAR RATE (2nd. Six Months)	REGULAR RATE
Laborer	15.59	15.87	16.16
Mechanic	16.37	16.66	16.84
Mechanic's			
Helper	15.79	16.19	16.48
M.E.O.	15.80	16.20	16.50
Heavy M.E.O.	15.99	16.28	16.58
Working Foreman	16.41	16.71	17.00
Watchperson	13.22	13.52	13.82

WAGE SCHEDULE EFFECTIVE JANUARY 1, 2008

Employees shall be compensated in accordance with the following schedule:

	PROBATIONARY	REGULAR RATE (2nd. Six Months)	REGULAR RATE
Laborer	16.06	16.35	16.65
Mechanic	16.86	17.16	17.35
Mechanic's			
Helper	16.26	16.68	16.97
M.E.O.	16.27	16.69	17.00
Heavy M.E.O.	16.47	16.77	17.08
Working Foreman	16.90	17.21	17.51
Watchperson	13.61	13.93	14.24

**SECTION 3. NEW POSITIONS AND TITLES**

In the event that a position not listed above is established, the Employer shall designate a job classification and wage for said position subject to applicable Civil Service rules and regulations. When a new position is created the position will be submitted to a special conference for the employees' input.

**SECTION 4. PAY**

An employee shall be paid on a biweekly basis, on the same day each two (2) weeks. In the event such day is a holiday, the preceding days shall be the pay day.

SECTION 5. LONGEVITY SERVICE PAY

Employees shall receive Longevity Service pay of One Hundred (\$100.00) dollars a year upon the anniversary date of completion of five (5) years of continuous employment, and an additional One Hundred

(\$100.00) dollars a year for each five (5) years of continuous employment thereafter to a maximum of Five Hundred (\$500.00) dollars payable by December 1st of each year. Such payment shall be made in an extra check separate and apart from said employee's regular pay check.

Upon retirement; the employee shall work up to anniversary date of employment or his longevity pay will be pro-rated for that year.

ARTICLE X  
WORKER'S COMPENSATION

The Employer shall cover all employees with Worker's Compensation Insurance for the term of this Agreement.

ARTICLE XI  
HOSPITALIZATION AND MEDICAL BENEFITS

a. The Employer agrees to provide hospitalization and medical coverage for the employee and his dependents under as described in the Summary of Benefits in Appendix "A", attached hereto. It is agreed between the parties that the level of benefits described in Appendix "A" shall not be changed unless mutually agreed upon by the Union and Employer in advance of any contemplated changes.

b. New employees hired after January 1, 1982 shall be eligible and shall pay fifty (50%) percent of the cost.

(a) Effective January 1, 1994 the Town shall pay 60% of the cost, the employee's share shall be 40% of the cost

(b) Effective January 1, 1995, the Town shall pay 70% of the cost, the Employee's share shall be 30% of the cost

(c) Effective January 1, 1996, the Town shall pay 70% of the cost, the Employee's share shall be 30% of the cost.

c. An employee on an unpaid leave of absence of more than thirty (30) days, has the option to continue the health plan, providing he/she pays the full cost of the health plan to the Town Clerk every month. This option can only be continued for a period of one (1) aggregate year.

d. Effective January 1, 2004 all employees will qualify for post retirement health insurance benefits, a portion of which will be paid by the Town upon completion of 20 consecutive years of full time service at age 55. The Town will pay according to the state minimum, which is 50% of the premium for an individual policy and 35% of the premium for a family policy.

ARTICLE XII  
RETIREMENT PLAN

The Employer will provide at no cost to an employee, retirement benefits under Option "75G" of the New York State Retirement Plan, during the term of this Agreement. Nothing herein shall relieve any employee of the obligation to contribute to such pension plan as may be required by law.

ARTICLE XIII  
CALL TIME

SECTION 1. CALL TIME

An employee called back to work after the end of his regular work shift shall be paid for no less than four (4) hours at time and one-half (1-1/2) his regular wage rate. An employee called in to work before the beginning of his regularly scheduled shift shall be paid only for hours actually worked, if such additional work period immediately precedes the start of the regularly scheduled shift or continues after a regularly scheduled shift.

SECTION 2. OVERTIME

Work performed by an employee in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular rate.

- (b) Employees shall have the option of receiving overtime compensation in the form of compensatory time off with pay, subject to the condition that:
  - (i) no more than forty (40) hours of overtime work and therefore no more than sixty (60) hours of compensatory time may be accrued and/or taken off during each year;
  - (ii) no compensatory time off may be taken without the Superintendent of Highways, prior approval, which must be requested at least one week in advance; and
  - (iii) all compensatory time accrued during any year must either be used prior to December 1 of such year or the same shall at the employee's option revert to accrued overtime and either be paid as such or converted to accrued sick leave and credited as such under Section 2 of Article VI of this agreement, subject to the terms and limitations set forth therein.

ARTICLE XIV  
SENIORITY

SECTION 1. DEFINITION

- a. "Seniority" shall mean an employee's length of continuous service with the Employer since his last date of hire.
- b. Seniority shall not be affected by the race, color, creed, sex, marital status, dependents, political affiliation or union membership of the employee.

SECTION 2. PROBATION

- a. A new employee shall be considered probationary for not less than eight (8) weeks, nor more than twenty-six (26) weeks of

his employment. Upon completion of said probationary period, the employee shall be entered on the seniority list for his classification from date of hire. There shall be no seniority among probationary employees.

- b. The Union shall represent probationary employees for the purpose of collective bargaining with respect to wages, hours, and conditions of employment as set forth in Article I of this Agreement, except for discharge and discipline for reasons other than Union activity.

### SECTION 3. SENIORITY LISTS

The Employer shall annually post on all bulletin boards a seniority list(s) showing the continuous service of each employee by job classification. A copy of the seniority list(s) shall be furnished to the Union when it is posted. The seniority list(s) shall show the names and dates of hire of all employees in each job classification.

### SECTION 4. BREAKS IN CONTINUOUS SERVICE

- a. An employee's continuous service record shall be broken by voluntary resignation or layoff. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record.
- b. There shall be no deduction from continuous service for any time which does not constitute a break in continuous service.

## ARTICLE XV WORK FORCE CHANGES

### SECTION 1. PROMOTIONS

- a. Whenever an opportunity for promotion occurs as a result of a vacancy in an existing position or as the result of the establishment of a new position, a notice of such opportunity shall be posted on all bulletin boards, stating the job classification, wage rate, and the nature of the job requirements to qualify. Said posting shall be for a period of not less than five (5) work days. During this period an employee who wishes to apply for the promotion position, including an employee on layoff, shall submit a written application to Highway Superintendent.
- b. Eligibility for appointment shall be determined by the applicant's experience and other qualifications to perform the duties normally assigned to an employee in said position as demonstrated in his application and such practical tests of ability and fitness as the Employer may administer. As between equally qualified applicants, seniority shall prevail.
- c. It shall be the policy of the Employer to fill supervisory position vacancies by promotion of qualified employees insofar as possible.
- d. An employee required to work in a higher classification because of a temporary vacancy or an absence due to vacation, illness or other leave shall be paid the wage rate of the higher classification if he meets the qualifications of that classification.

- e. An employee selected for promotion in accordance with the procedure heretofore provided shall undergo a trial period of no less than thirty (30) days and no more than sixty (60) days. In the event said employee does not meet the requirements or responsibility of the position to which he has been promoted during said trial period, then he shall be restored to his former position.

#### SECTION 2. TEMPORARY JOB OPENINGS

- a. Temporary job openings shall be defined as vacancies that may develop in a job classification because of illness, vacation or leave of absence. Job openings that recur on a regular basis shall not be considered temporary job openings.
- b. A temporary job opening may be filled by the temporary assignment or re-assignment of an employee. Said temporary assignment or re-assignment shall be based on consideration of seniority and qualifications of employees in lower job classifications. Said temporary assignments shall be considered as training assignments by the means of which an employee may obtain experience to qualify himself for future promotion.

#### SECTION 3. LAYOFF

- a. "Layoff" shall mean suspension of an employee's employment or reasons other than disciplinary action.
- b. In the event of a reduction in force, employees shall be laid off in the inverse order of seniority within job classification, provided that an employee shall have the right to "bump" a less senior employee in a lower job classification. The application of this provision of the Agreement shall be subject to preference for veterans of the Armed Forces of the United States and volunteer firemen as prescribed in State Law.
- c. The Employer shall forward a list of those employees being laid off to the Secretary of the Union Local on the same date that layoff notices are issued to employees.
- d. An employee will have no less than fourteen (14) calendar days notice to a layoff.

#### SECTION 4. RECALL

- a. In the event the work force is increased after a layoff, employees will be recalled according to seniority, provided they meet the requirements of vacant positions. Notice of recall shall be sent to the employee at his last known address by registered mail. If an employee fails to report to work within ten (10) days from the date of mailing of notice of recall, he shall be considered to have quit the employment of the Employer. Recall rights for any employee shall expire one (1) year from the date of layoff or after a period equal to his seniority which in no event shall exceed five (5) years. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.
- b. No new employee shall be hired until all of the qualified employees on layoff status desiring to return to work have been recalled.

SECTION 5. DISABLED EMPLOYEES AND JOBS DANGEROUS TO HEALTH

In the event that an employee becomes partially or permanently disabled or otherwise physically sensitive to the duties of his present job, the Employer shall make every effort to place said employee on work which he is able to perform at appropriate rate of pay.

ARTICLE XVI  
TERMINAL VACATION PAY

- a. An employee separated from the service of the Employer for other than disciplinary reasons, shall receive terminal vacation pay in addition to any other compensation that may be due said employee.
- b. An employee separated as provided herein shall receive terminal vacation pay at the rate of one (1) day's pay for each year of service or major fraction thereof, computed at the employee's highest weekly earnings during the twelve (12) months period immediately preceding separation.

ARTICLE XVII  
DISCIPLINE/DISCHARGE

SECTION 1. DISCIPLINE/DISCHARGE

- a. The employee shall be notified in writing of any disciplinary charges brought against him. A copy of the charge shall be delivered to the Unit Shop Steward at the same time the charge is delivered to the employee.
- b. The employee has the right to a hearing before the Highway Superintendent if the employee challenges the disciplinary action. The hearing shall be held within eight (8) days of delivery of the charge. The employee has the right to have the Shop Steward, a representative of the Union or outside Counsel present to assist at the hearing.
- c. The Highway Superintendent shall render a written decision to the employee within five (5) days of the hearing. A copy of the decision will be delivered to the Unit Shop Steward at the same time.
- d. The time limits noted above can be extended; however, the extension must be in writing and be mutually agreed to, and shall not delay the proceeding beyond twenty-five (25) days of delivery of the charge.
- e. Charges must be brought against the employee within six (6) months of the Employer's knowledge of the basis of the charge.
- f. If the employee disagrees with the decision of the Highway Superintendent, the employee may proceed further starting under Step 3 (b) of the Grievance Procedure, Article XVIII.
- g. In the event that the Employer has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before other employees or the public.

ARTICLE XVIII  
GRIEVANCES

SECTION 1. GRIEVANCE PROCEDURE

An grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- STEP 1 The Union representative, with or without the employee, shall take up the grievance or dispute with the Superintendent of Highways within ten (10) days of its occurrence; if at that time the Union representative is aware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The Superintendent of Highways shall then attempt to adjust the matter and shall respond to the Union representative within three (3) working days thereafter.
- STEP 2 If said grievance has not been settled in STEP 1, it shall be presented in writing by the Union representative to the Town Supervisor within seven (7) work days after the Highway Superintendent's response is due. The Town Supervisor shall respond to the Union representative in writing within three (3) working days.
- STEP 3
- a. If the grievance still remains unresolved after STEP 2 it shall be presented by the Union Representative to the Town Council in writing within seven (7) work days after the response of the Town Supervisor is due.
  - b. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievances appearing on the agenda within five (5) working days from the date that the agenda is received by the Employer.
  - c. The Union representatives may meet at a place designated by the Employer on the Employer's premises immediately preceding the meeting with the representatives of the Employer.
- STEP 4 In the event the grievance still remains unresolved after STEP 3, either party may, within fifteen (15) days after the reply of the Town Council is due, request arbitration by written notice to the other.

SECTION 2. ARBITRATION PROCEDURE

- a. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) work days after notice has been given. If the parties fail to agree on the selection of an Arbitrator, the New York Public Employees Relation Board shall be requested by either or both parties to provide an Arbitrator in accordance with their rules of procedure.
- b. The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- c. No Arbitrator function under this Step of the grievance



procedure shall have any power to amend, modify or delete any provision of this Agreement.

- d. Expenses for the Arbitrator's services and the proceedings shall be borne by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. In the event that either party desires a verbatim record of the proceedings, it may cause such record to be made providing that it pays for the record.

### SECTION 3. PROCESSING GRIEVANCES DURING WORKING HOURS

The Union representative may investigate and process grievances during working hours without loss of pay within a reasonable time, providing he gets permission from the Highway Superintendent, and shall not be unreasonably denied.

### SECTION 4. SPECIAL CONFERENCES

The Unit President or Highway Superintendent can call for a special conference providing either party gives five (5) days written notice. The committee shall consist of two (2) members from the Union and the Highway Superintendent and one (1) member of the Town Board shall be eligible to attend these special conferences.

### SECTION 5. SAFETY COMMITTEE

The Employer and the Union agree jointly to establish a safety and health committee consisting of an equal number of Employer and Union representatives, the number of members to be mutually agreed upon. Said Committee shall advise management on all safety and health activities and will be expected to:

- a. Make immediate and detailed investigation of each accident to determine fundamental causes;
- b. Develop data to indicate accident sources and injury rates;
- c. Make inspections to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;
- d. Promote safety for workers, and participate in making the safety program known to all workers;
- e. Conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

## ARTICLE XIX

### CONTRACTING AND SUBCONTRACTING PUBLIC WORK

During the term of this Agreement the Employer shall have the right to contract work out in order to meet emergencies and where substantial improvements in efficiency, economy and service can be realized. The regular full-time work force shall not be reduced as a result of contracting work out.

## ARTICLE XX

### GENERAL PROVISIONS

### SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION

- a. The provisions of this Agreement shall be applied equally to

all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

- b. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.
- c. The Employer and the Union agree not to interfere with the rights of employees to become members of the Union, and that there will be no discrimination, interference, restraint or coercion by the Employer against an employee because of Union membership or because of an employee activity in an official capacity on behalf of the Union or for any other cause.
- d. The Union recognizes its responsibility as an exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

#### SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that appropriate Union representatives who are employees shall be allowed to post Union notices and attend negotiating sessions with the Employer on the Employer's premises during working hours without loss of pay.

#### SECTION 3. PROTECTIVE CLOTHING

Rainwear shall be furnished to the employees by the Employer, the cost of which shall be paid by the Employer and the Employer shall be responsible for same

#### SECTION 4. PART-TIME EMPLOYEES

A part-time employee employed on a regular basis for more than twenty (20) hours but less than forty (40) hours per week, shall be entitled to receive a pro-rated share of all benefits provided full-time employees under this Agreement, except as provided for employees hired after January 1, 1982.

#### SECTION 5. PERSONNEL FILES

The Highway Superintendent shall maintain an official personnel file for each employee who is subject to this Agreement. Such files shall contain copies of personnel transactions, office correspondence with employee and any formal written reports. All such material shall be available to the employee upon request.

An employee shall have the right to examine his personnel file during normal business hours of his employment with the Highway Department. Pre-employment statements solicited in connection with his appointment shall not be available to that employee.

No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such material and shall acknowledge that he has read such material to be filed with the understanding that such signature merely acknowledges that he has read such material and does not indicate agreement with its contents. The

employee shall receive a copy of such material upon request, and respond at reasonable length to anything contained therein which such employee deems to be adverse.

A designated member of the Union, having written authorization from the employee concerned, and in the presence of the Highway Superintendent or his designee, may examine the official personnel file of the employee, except for the limitations provided above, if the examination relates to a filed disagreement, a disagreement in preparation, or written notice of discipline served upon the employee of the Highway Department.

ARTICLE XXI  
RIGHTS AND RESPONSIBILITIES OF EMPLOYER

SECTION 1. LAWFUL AUTHORITY OF THE EMPLOYER

Nothing in this Agreement shall be construed as abrogating the authority conferred by law on any elected official of the Town of Rockland, or on the superintendent of Highways of the Town of Rockland, or in any way to reduce or abridge such lawful authority.

SECTION 2. EMPLOYER RIGHTS AND RESPONSIBILITIES

The rights and responsibilities of the Employer shall include, but not necessarily be limited to, the following:

- a. To determine the scope and standards of services to be provided by the Town government and the Department of Highways, not inconsistent with applicable law.
- b. To direct and supervise employees of the Highway Department.
- c. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees.
- d. To relieve employees from duties because of lack of work or for other legitimate reasons.
- e. To maintain the efficiency of Town government operations generally, and Highway Department operations specially.
- f. To determine the methods, means and personnel by which such operations are to be conducted, and to take whatever action may be necessary to carry out the mission of the Department in any situation of emergency.
- g. To exercise all other rights which are necessary and customary in the management of public services, except as they may otherwise be limited by the express provisions of this Agreement.

ARTICLE XXII  
SAVINGS CLAUSE

In the event that any Article, Section, or portion thereof, of this Agreement shall be held unlawful and unenforceable by a court of competent jurisdiction, such decision by said court shall only apply to the specific Article, Section or portion thereof directly specified in the decision. In the event of such decision, the parties shall forthwith negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIII  
ENTIRE AGREEMENT

All existing resolutions of the Town Board and all prior agreements regarding salaries, fringe benefits, sick leave, annual leave, personnel leave, compensatory time and longevity shall be canceled upon execution of this Agreement. It is the intention of the parties that the terms and provisions herein contained shall constitute the entire agreement between them, and shall supersede all previous communications, representations or agreement, either verbal or written between the parties hereto with respect to the subject matter hereof.

ARTICLE XXIV  
WAIVER CLAUSE

The parties acknowledge that during the negotiations which preceded this Agreement each have the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXV  
MANDATED PROVISIONS OF LAW

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

ARTICLE XXVI  
TERMINATION

The terms and provisions of this Agreement shall take effect as of January 1, 2006, and shall terminate on December 31, 2008

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2006\_\_\_\_\_.

For Local 750, Council 66, American  
Federation of State, County and  
Municipal Employees, AFL-CIO

For the town of Rockland.  
Sullivan County, New York

\_\_\_\_\_  
President Local 750

\_\_\_\_\_  
Supervisor, Town of Rockland

\_\_\_\_\_  
Area Representative, Council 66

\_\_\_\_\_  
Committeeman

\_\_\_\_\_  
Committeeman

\_\_\_\_\_  
Committeeman

APPENDIX "A"  
SUMMARY OF BENEFITS

HOSPITALIZATION

In Patient: Confinements for surgical, medical or maternity care (including room, board, general nursing care and use of special facilities)-Semi-Private room.

- Covers the first 365 days. Additional Coverage provided through the comprehensive Major Medical coverage.
- Maternity benefits included for licensed birthing centers.
- Skilled Nursing Facility; hospital benefit days may be converted on a 2:1 ration, ie 2 SNF days equals 1 general hospital day.
- Home Health Care; hospital benefit days may be converted on a 3:1 ratio, ie. 3 Home Health Care Days equals 1 general hospital day.

Out Patient: A wide range of patient services are paid in full, such as:

- Out Patient surgery, diagnostic services are paid in full, such as: received within 72 hours of the accident.
- Pre-admission testing preliminary to admission as an in patient for surgery.
- Out Patient radiation therapy.
- Out Patient physical therapy.

MAJOR MEDICAL/SURGICAL

Doctors charges for surgery, in hospital care, maternity care, as well as home or office medical care for illness or injury.

- Covered by Comprehensive-Medical/Surgical coverage which reimburses 80% of doctors charges after \$100 deductible per person per year. Maximum family deductible of \$300 per year. Maximum benefits payable per year of \$100,000; maximum benefits payable lifetime of \$1,000,000.
- Charges for an annual physical for employees 50 years of age or older or initial pediatric visit to a new born child are covered up to \$50 without application of deductible or coinsurance.
- Certain surgical procedures (breast biopsy, bronchoscopy, colonoscopy, cystoscopy, diagnostic D&C, diagnostic laparoscopy, excision of skin lesion, gastroscopy, myringotomy, vasectomy) when performed in an ambulatory surgical center or in physicians office will be reimbursed at 100% of usual, reasonable and customary charges. (Performed as in patient, reimbursement for physician's charge is limited to 50% unless hospitalization is medically necessary).
- Second surgical opinions (second opinions are reimbursed at 100% are mandatory for certain procedures; bunionectomy, cataract removal, deviated septum, hysterectomy, knee surgery and prostatectomy. (Without second opinion charges are reimbursed at 50% of usual, reasonable and customary rates.)
- Ambulance service is covered up to \$50 per trip to and/or from a hospital when medically necessary. Additional charges are subject to deductibles and coinsurance.
- Ambulance service to hospital for out patient services.

- Rental or purchase of wheel chairs, crutches, etc. when ordered by a physician.
- Private duty nursing - after 48 hours of nurse service.
- Laboratory fees and diagnostic testing not performed at a hospital.

MISCELLANEOUS HOSPITAL

- Alcoholism treatment; covered for detoxification in a public or general hospital.
- Pays for up to 7 weeks of in patient treatment, and 30 out patient treatments per calendar year in an approved rehabilitation facility.

MISCELLANEOUS MAJOR MEDICAL/SURGICAL

- Mental and Nervous Out Patient; all treatments.
- Coverage up to \$40 per visit maximum and \$1500 annual with a \$3,000 lifetime maximum.

NOTE: Under the comprehensive major medical/surgical coverage, when a covered employee and/or covered dependents of the employee has incurred \$2,000 of covered medical/surgical expenses (excluding psychiatric charges) after the appropriate deductible in any year, future covered expenses in the same calendar year will be reimbursed on a 100% basis.

PRESCRIPTION DRUGS

Paid by prescription drug plan. This plan pays cost of prescription drugs except for \$1 co-payment per prescription when purchased at a participating pharmacy. For prescriptions purchased at a non-participating pharmacy, reimbursement less the \$1 co-pay will be made directly to the employee.

Prior to the beginning of the 1984 plan, new benefit booklets, ID and Prescription cards will be provided. Please refer to the booklets for a more comprehensive explanation of benefits.

The employee and employer have agreed with the usage of the Medical Benefit Program Titled New York State Employees Health Insurance Program ( The Empire Plan), effective January 1,1997; except for Prescription Drug Section.

Effective January 1, 2003 and through the length of the contract the employee and the employer agree that the Employer will reimburse the employee 55% of the co-pay per prescription, upon submission of the necessary documentation, on a quarterly basis. It is agreed that no prescriptions under \$5.00 will be submitted.

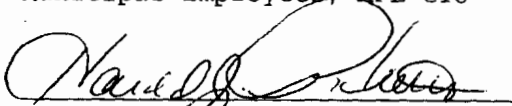
ARTICLE XXVI  
TERMINATION

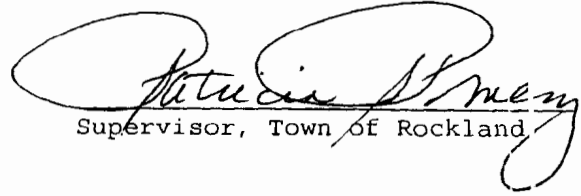
The terms and provisions of this Agreement shall take effect as of January 1, 2006, and shall terminate on December 31, 2008

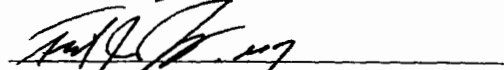
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS  
24<sup>th</sup> DAY OF FEB. 2006.

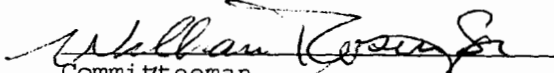
For Local 750, Council 66, American Federation of State, County and Municipal Employees, AFL-CIO


For the town of Rockland, Sullivan County, New York

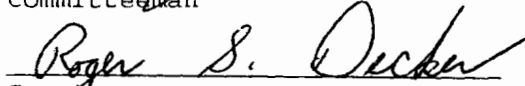
  
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President Local 750

  
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Supervisor, Town of Rockland

  
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Area Representative, Council 66

  
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Committeeman

  
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