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**Contract Database Metadata Elements**

Title: **Carroll, Town of and Carroll Highway Employees Association (2007)**

Employer Name: **Carroll, Town of**

Union: **Carroll Highway Employees Association**

Effective Date: **01/01/07**

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BC 19030

December 14, 2005

**TOWN OF CARROLL**  
**HIGHWAY**  
**EMPLOYEES ASSOCIATION**

**CONTRACT**

FOR

JANUARY 1, 2007 TO DECEMBER 31, 2009.

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

AUG 27 2009

**ADMINISTRATION**

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## **RECOGNITION**

The Town of Carroll Highway Employees Association, hereafter referred to as the association, is hereby recognized by the Town of Carroll, hereafter referred to as the employer, for the maximum period permitted under the Public Fair Employment Act and upon execution of this agreement.

## **COLLECTIVE BARGAINING UNIT**

The Town of Carroll Highway Association shall be the sole and exclusive representative for negotiations and grievance purposes for all the full time employees and retired employees of the Town of Carroll Highway Department except elected officials, and department heads.

## **NO STRIKE CLAUSE**

The Town of Carroll Highway Department Associations hereby affirms that it does not assert the right to strike or assist or participate in any such strike. All rights to be governed by the Taylor Law of New York State.

## **RIGHTS OF THE EMPLOYEES**

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Town of Carroll Highway Department Employees Association without fear of coercion, reprisal, or penalty from the Association, or the employer or its agents.

An employee may bring matters of personal concern to the attention of the Association. He/she may choose his/her own representative or appear alone in any grievance for appeal proceedings with the exception that the association and department head or representative must be permitted entrance to all proceedings. Employer, department head, employee and representative must be informed in writing within five (5) days after a decision is made.

Under the terms of this agreement and pursuant to the Public Employee Fair Employment Act, the Employer shall negotiate collectively and in good faith with the Town of Carroll Highway Association in the determination of salaries and the terms and conditions of employment and enter into a written agreement with the Town of Carroll Highway Department Associations.

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## **RIGHTS OF THE EMPLOYER**

Except as otherwise specifically provided in this agreement, the employer and/or department head shall have the customary and usual rights, powers, and functions to direct the employees, to hire, promote, suspend, terminate and take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the employer pursuant to the existing practices unless altered by this agreement.

## **HOURS OF WAGES**

All Highway Employees of the Town of Carroll covered under this agreement, unless otherwise specified in this article, shall work a normal day of eight hours per day and a normal week of 40 hours per week. This standard work day will be from 7 o'clock a.m. until 3:30 p.m. Monday thru Friday. Normal pay day will be on Thursday, bi-weekly.

If there is any change in the normal work schedule for the Town of Carroll Highway Department Employees, such employee shall be given a reasonable notice of such change.

## **OVERTIME**

Overtime in excess of 40 hours in any one week will be paid for the rate of time and one half. Work performed on Saturdays and Sundays or Holidays will also be paid at time and a half.

A reasonable effort will be made by the Highway Superintendent to divide overtime as equally as possible.

**All employees covered under this agreement shall be guaranteed a minimum of 3 hours call back pay.**

**Double time will be paid for Thanksgiving, Christmas and New Years Day if employees are called in.**

## **NIGHT PREMIUM**

Eight hours (8) straight time includes 1/2 hour lunch 3 a.m. to 11 a.m. or such hours set forth by department head.

## BEREAVEMENT DAYS

An employee, who is absent from work solely because of the death and his/her attendance at the funeral of his/her father, mother, spouse, child, sister, father-in-law, mother-in-law, step-father, step-mother, shall be compensated on the basis of his/her regular rate on eight (8) hours, for the time lost by him/her from his/her regular work schedule by reason of such absence, from the death up to and including the day of the funeral or a maximum of three (3) days. Also an employee will be compensated on the basis of his/her regular rate of eight hours, for the time lost by him/her from his/her regular work schedule by reason of such absence, from the death up to and including the day of the funeral or a maximum of one (1) day for grandparents.

<u>HOURS OF WAGES</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
<u>M.E.O</u>	17.97	18.51	19.07
<u>M.E.O. TRAINEE</u>	12.00	12.36	12.73
<u>LABORER up to</u>	11.55	12.00	12.45

2011  
19 31  
13 01  
12 70

The highway superintendent with authorization from the town board may hire new employees off schedule based on an applicant's experience.

## PROBATIONARY PERIOD

All new employees will be on a one (1) year probationary period from date of hire.

## RETIREMENT

The employer shall provide, for all full-time employees, salaried and hourly those benefits provided by the New York State Employees Retirement System.

## HEALTH INSURANCE

The Employer shall continue to provide all fulltime employees, whether salaried or hourly, health insurance through Univera Solutions. For employees hired before 12/31/2005, the Employer shall pay 90% of the premium costs of such health insurance for each employee and spouse and dependent children and the employee shall pay 10% of the premium cost on a pre-tax basis. For employees hired after January 1, 2006, the employees shall pay 35% of their health insurance premium of a pre-tax basis and the Employer shall pay 65% of their health insurance premium.

The Town of Carroll shall continue to pay 100% of the premium cost to retiree's health insurance after retirement and 50% of retirees spouses premium cost whether or not the spouse is a widow or widower. This includes Medicare. This benefit is for employees hired before December 31, 2000 and with 15 years service or more upon retirement. Employees hired after January 1, 2001, will not be eligible for this benefit. These employees will have the option to pay 100% of the health insurance premium upon retirement.

### “Opting Out”

- (a) Procedure. If employees wish to opt out of the Town Medical Insurance Plan, they may do so in the specified enrollment period ending the last day of November. The Town shall pay the employee \$3,000 to opt out of the health care coverage by means of separate checks of \$1,500.00 each on the last pay date of June of the year covered by said opt out and the last pay date of December of the year covered by said opt out. The opting out privilege shall only be available when the employee provides evidence satisfactory to the Town that the employee has health insurance provided by another insurance plan. The employee shall also deliver a waiver signed by the employee and the employee's spouse releasing the Town of all responsibility and holding harmless the Town and the Town of Carroll Highway Department Bargaining Unit from any consequence that may arise after an employee exercises this option.
  - (b) Rejoining Medical Plan. The Town agrees to permit employees to rejoin the Medical Plan each January 1<sup>st</sup>. The employee must notify the Town in writing by November 30<sup>th</sup> of said decision to rejoin for his or her coverage to be effective the following January 1<sup>st</sup>. If the employees wishes to rejoin a plan prior to the expiration of a year, the employee must show an unanticipated change in circumstances regarding his or her alternative coverage (non-voluntary loss of coverage) to be permitted to so rejoin by the rules of such plan. The waiver payment to be made the following June or December will be pro-rated accordingly based upon the amount of time the employees “opt out” election was in effect. Employees who resign or terminate employment prior to the end of the year shall receive a pro-rated portion of such waiver payment at the time of payment to other employees. An employee on probation may waive his or her insurance coverage at the
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**time of eligibility and be paid on a pro-rated basis for the remainder of the calendar year pursuant to the payment schedules outlined above.**

Present policies so be clarified as to present coverage and changes in present policies must be approved in writing by the Town of Carroll Highway Employees Association. The Town of Carroll and the Town of Carroll Highway Department Employees Association by mutual written agreement, reserve the right to reopen this clause on health insurance during the agreement duration.

**JURY DUTY**

An employee having to serve on Jury Duty shall be paid his/her normal eight (8) hours; money received from jury duty must be forwarded to the town.

**SAFETY GEAR**

All full-time employees whether salaried or hourly shall be reimbursed one half the cost of one pair of safety shoes per year (12 months) up to a maximum of \$75.00 per employee.

The employer shall furnish hard hats and liners for hard hats, safety vests, ear protection, orange T-shirts; rain gear jackets pants, uniforms.

The employer will order three (3) sets of uniforms with identification (name of town and of person) per year per employee. They shall be purchased by February of each year, or in mutual agreement between employees and the respective department heads.

All hard hats, liners, safety vests, ear protection and rain gear will be kept at the respective department garages at all times when not in use.

All employees shall be required to wear proper uniforms and safety shoes when punched in on time clock or at the commencement of his/her day. Hardhat liners, vest or orange T-shirts, rain gear, and ear protection when necessary and/or directed by the department head.

## VACATION LEAVE

The vacation year will be from January 1, thru December 31. All employees covered under this agreement shall be given paid vacation accordingly to the following schedule. New employees will not be entitled to vacation during the first year of employment.

One (1) thru five (5) years-five days vacation  
Six (6) thru ten (10) years-ten days vacation  
Eleven (11) thru fifteen (15) years-fifteen days vacation  
Sixteen (16) thru Twenty (20) years Twenty (20) days vacation  
Twenty one (21) and over Twenty five (25) days vacation

Days of vacation shall be taken at the time mutually agreed upon by the employees and his/her department head. Employees will earn vacation at the beginning of the vacation year (Jan. 1<sup>st</sup> thru Dec 31<sup>st</sup>.) in which their service anniversaries fall.

In the event of a resignation of an employee with one (1) weeks written notice employee will be entitled to a pro-rated vacation pay, provided he has worked one (1) Month within the vacation year, which commences on January 1. An employee must have at least one (1) year of service with the Town of Carroll to qualify for a pro-rated vacation.

Employees, who are discharged for proper cause before taking their yearly vacation, shall become automatically ineligible to receive either a vacation or vacation pay.

In the event of a conflict of vacation schedules, the most senior employee will receive first consideration in selecting vacation days. All employees must request vacation thirty (30) days in advance. Must be approved by department head.

Full time employees may sell up to ten (10) vacation days back to the town at the current regular hourly rate. Reimbursement will be made at the last regular pay of the year prior to December 24.

In the event an employee is sick or injured at the time of his vacation, and remains sick or injured for the next full year, he/she shall receive vacation pay for the first year only.

## INCENTIVE PAY

\$25.00 for every year of service, starting after ten (10) years of service. Such as 10 Years = \$250.00, after 11 years = \$275.00 and so on. This will be paid on the first pay in December.



## SICK LEAVE

All employees covered under this agreement shall be granted one (1) day of sick leave per month due on the first calendar day of each month for the previous month. All Employees covered under this agreement may accumulate up to a maximum of 120 days of sick leave. .

A bonus of \$300.00 per year will be paid to an employee who does not use more than two (2) sick days per year and will be paid at the last regular pay of the year prior to December 24.

Upon retirement, all employees covered under this agreement shall be reimbursed for up to a maximum of 120 days of accumulated sick leave at the present hourly rate at time of retirement. Up to ten (10) additional unused sick days for each year of this current contract may be accumulated by the employee up to a maximum of 120 days.

Upon death following retirement or while still employed, any cash settlement resulting from employee's accumulated sick leave shall be paid to the beneficiary at the first pay period following the death of the employee.

Accumulated sick leave is payable upon employee's retirement, or leaving of his or her own accord with one weeks notice. Employees who are terminated by the employer are not eligible for accumulated sick leave.

A doctor's certificate will be required after the third consecutive day of sickness if using sick leave.

All employees shall notify the employer in writing of their intention to retire. Notification must be given by September 30<sup>th</sup>. Of the year preceding the year of planned retirement. Notification however, shall not be binding upon the employee.

## **HOLIDAYS**

All employees covered under this agreement shall be given the following paid holidays.

New Years Day	Election Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July Fourth	Christmas Eve Day
Labor Day	Christmas Day
Columbus Day	

## **DRUG AND ALCOHOL TESTING**

The employer shall provide drug and alcohol testing for all employees that have to have a New York State C.D.L. driver's license to be employed by the Town of Carroll.

First failure of either test employee will be allowed to continue employment while rehabilitation is satisfactorily completed and retest is negative. Second failure of either test will cause immediate dismissal from employment by the Town of Carroll.

## **GRIEVANCE PROCEDURES**

A grievance may be filed by an employee with regard to the application or interpretation of this agreement in accordance with the following procedure.

An alleged violation of the application, or interpretation of this agreement must be filed within five (5) working days from the time of alleged occurrence. A grievance not so filed will be determined to have been waived.

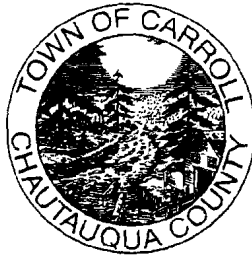
Procedure:

- (a) Written presentation by the aggrieved to his/her department head is to be answered within three (3) working days.
  - (b) Within five (5) days after receipt of the answer (part a), the aggrieved may, in the event that he/she is dissatisfied with the answer, request a hearing in writing before the legislative body of the Town of Carroll which will hold a hearing within twenty (20) working days after receiving the request for such hearing. The aggrieved and the department head shall be allowed representation and
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shall be allowed to present his/her case. The Town of Carroll Board shall hear the case, and after careful consideration of the evidence make a fair decision. This decision shall be written and delivered to the aggrieved and his/her department head within ten (10) days after the hearing.

# TOWN OF CARROLL

5 W. Main St. • P.O. Box 497  
Frewsburg, NY 14738



Phone (716) 569-5365

Fax (716) 569-6331

## AMENDMENT

Town of Carroll Highway and Water Dept Employees Association  
contract 1-1-04 thru 12-21-06

Page 2

Collective Bargaining Unit

By mutual consent of the Association, The Town, and Association Member, Dan Sisson, of the water dept, remove WATER DEPT EMPLOYEE(S) FROM THE CONTRACT AS DAN SISSON NO LONGER WISHES TO BE REPRESENTED BY THIS ASSOCIATION

It is understood, the association will remain the bargaining unit for the Town of Carroll full time highway employees, and retired highway employees.

The name of the remaining association will be THE TOWN OF CARROLL HIGHWAY EMPLOYEES ASSOCIATION.

Steven R Peterson  
Town of Carroll Supervisor

Michael Walker  
Association President

LAURA S. SMITH  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 015M6128828  
Qualified in Chautauqua County  
Commission Expires June 20, 2009

Dan Sisson  
Water Dept

**LEGISLATIVE ACTION**

It is agreed to, 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 additional fund therefore, shall not become effective until appropriate legislative body has given approval.

**DURATION**

This agreement shall become effective on January 1, 2007 and shall continue in full force and effective until December 31, 2009. This agreement may be reopened by either party after June 1, 2009, with ten (10) days written notice for the purpose of negotiating a contract starting January 1, 2010.

In witness whereof, the parties have executed this document by there duly authorized representative, this 4 day of April, 2006.

For the Town of Carroll  
Highway Association

Michael Walker

President

For the Town of Carroll  
Town Board

Steve R. Johnson

Town Supervisor

Notary Public  
Laura S. Smith

LAURA S. SMITH  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 015M6128828  
Qualified in Chautauqua County  
Commission Expires June 20, 2009