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**Contract Database Metadata Elements**

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TOWN OF RICHFORD – 2008 TO 2010

AGREEMENT BETWEEN THE TOWN OF RICHFORD AND THE RICHFORD HIGHWAY EMPLOYEES ASSOCIATION

THIS AGREEMENT, made beginning the first day of January 2008, by and between the TOWN OF RICHFORD, a municipal corporation of the State of New York, with offices located at Richford, New York, hereinafter referred to as the EMPLOYER, and the TOWN OF RICHFORD HIGHWAY EMPLOYEES ASSOCIATION, hereinafter referred to as the EMPLOYEE.

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1 – LEGAL BASIS

Section 1. The Public Employees Fair Employment Act, the other provisions of the Civil Service Law, and the local laws of the Town Of Richford which are not inconsistent with said Act and the Civil Service Law, shall govern the terms of this agreement.

ARTICLE 2 – GENERAL CONDITIONS

Section 1. The employer recognizes the Town Of Richford Highway Employees Association as the sole and exclusive representative for all employees of the Town Of Highway Department.

Section 2. The employer agrees that the Town Of Richford Highway Employees Association shall be the sole and exclusive representative for all employees described in Article 3 for the purpose of collective bargaining and grievances for the maximum period as established by law.

Section 3. The Town Of Richford Highway Employees Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike.

ARTICLE 3 – BARGAINING UNITS

Section 1. The bargaining unit shall consist of all Highway Employees of the Town Of Richford.

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**ARTICLE 4 – COMPENSATION**

**Section 1. Part time employees shall be paid at the rate of \$11.00 per hour.**

**Section 2. All full time permanent employees of the Town Of Richford Highway Department are to be classified as Motor Equipment Operators (M. E. O.). Beginning January 1, 2008 they will be paid at the rate of \$15.70 per hour. Beginning January 1, 2009 they will be paid at a rate of \$16.45 per hour. Beginning January 1, 2010 they will be paid at a rate of \$17.10 per hour.**

**Section 3. The employer will furnish uniforms for all full time highway employees. The uniforms must be worn while on duty. The employer will also provide one pair of insulated coveralls for each employee every other year. At any time which employment is severed with The Town Of Richford Highway Department, employees will return the above mentioned uniforms or pay full price for the said uniforms.**

**Section 4. The employer will provide Workers Compensation Insurance. When an employee suffers an injury arising out of and during the course of his/her employment, he /she shall notify his/her supervisor in writing if practical. An employee shall have his/her health insurance premiums paid for by the employer during such absence for a period not to exceed one (1) year.**

**ARTICLE 5 – HOLIDAYS**

**Section 1. The following eight (8) days shall be designated as paid holidays:**

<b>January 1</b>	<b>New Years Day</b>
<b>May 30</b>	<b>Memorial Day</b>
<b>July 4</b>	<b>Independence Day</b>
<b>September</b>	<b>Labor Day</b>
<b>November 11</b>	<b>Veterans Day</b>
<b>November</b>	<b>Thanksgiving Day</b>
<b>November</b>	<b>Friday after Thanksgiving</b>
<b>December 25</b>	<b>Christmas Day</b>

**Section 2. After six (6) months of continuous service, employees shall be entitled to the paid holidays in Section 1 of this article and also two additional "floating" holidays.**

**Section 3. In the event an employee shall be called to work during a paid holiday, he/she shall receive double pay, unless the holiday involves a work week of more than forty hours, in which case the employee would receive double time and a half.**

Section 4. When any of the holidays hereinabove mentioned fall on a Saturday or Sunday, the following Monday is hereby designated as such holiday for employees.

## ARTICLE 6 – VACATIONS

Section 1. Permanent full time employees who have completed twelve months of service are entitled to vacation according to the following schedule: After one (1 ) full year of employment and through five (5) years, will receive ten days; six years, eleven days; seven years, twelve days; eight years, thirteen days; nine years, fourteen days; and ten years, fifteen days. After ten years of service, the employee will earn an additional one-half day vacation for each year of service up to twenty years with a maximum of twenty (20) vacation days per year. After twenty years of service the amount of vacation time will remain at twenty (20) days per year.

Section 2. Any employee who resigns or retires shall be paid the unused vacation time standing to his/her credit. In the event of the death of an employee, the unused vacation standing to his/her credit shall be paid to the estate or beneficiary.

Section 3. Any employee contemplating a vacation shall notify the Highway Superintendent at least thirty days prior to the vacation period desired.

Section 4. Vacations or parts of vacations shall not be allowed to accumulate in excess of twenty (20) days.

## ARTICLE 7 – SICK LEAVE

Section 1. Sick leave may be accrued at the rate of one day per month up to a maximum of one hundred and sixty- five (165) days.

Section 2. Allowable unused sick leave credit is limited to one hundred and sixty-five (165) days and is applied as additional service credit on a calendar basis. (Refer to Section 41 J option, Police and Firemen's Retirement System, CSEA, as posted in the Highway Garage). This applies if the earnings and accumulation of sick leave were, prior to the member's retirement, authorized by law, rule regulation, written order or written policy.

Section 3. After three days absence, a doctor's certificate will be requested by the Highway Superintendent. The Highway Superintendent will continue to request the doctor's certificate for prolonged or frequent absences. Failure of the employee to comply with these requests can lead to suspension and/or termination. Excessive absenteeism without apparent justification will be referred to the Town Board for recommendation.

Section 4. Sick leave may be taken only in units of one hour.

Section 5. Sick leave may be used only for the individual's personal illness or his/her family's illness.

#### ARTICLE 8 – LEAVE OF ABSENCE

Section 1. An employee may be granted a Leave of Absence at the discretion of the Highway Superintendent for a period not to exceed twelve (12) months. However, no paid vacation days or sick days may be accumulated during said Leave of Absence.

#### ARTICLE 9 – PERSONAL AND FUNERAL LEAVE AND JURY DUTY

Section 1. Each employee shall be entitled to a total of three (3) days personal leave each year, not accumulative, for such purposes as he or she may deem proper, but on such dates as the Highway Superintendent may approve. Personal leave may be taken in quarter hour increments.

Section 2. On the death of a child, husband, wife, sister, brother, father, mother, father-in law, mother-in law, son-in-law, daughter-in-law, grandparent, grandchild or step-relations, an employee shall be entitled to three working days with pay. Leaves for family deaths not covered by this list may be granted and deducted from accumulated sick leave, subject to all other provisions for the granting and use of sick leave.

Section 3. An employee shall be entitled to a maximum of eight (8) hours pay for each day of jury duty.

#### ARTICLE 10 – MEDICAL INSURANCE

Section 1. The employer shall provide medical insurance to all permanent fulltime employees which includes 365 days hospitalization and a one dollar (\$1.00) prescription card. An amount equivalent to 4.25% of the employer's annual premium shall be deducted from the pay of each employee. This amount shall be divided into equal parts and deducted each pay period.

Section 2. Any new employee hired after January 1, 2008 will be enrolled in the Preferred Provider Organization (PPO) health insurance plan.

Section 3. The employer offers to employees eligible for medical insurance coverage the option of receiving compensation in lieu of medical insurance under the following provisions:

- a. The employee furnishes the Town Supervisor with proof of adequate medical insurance coverage from an alternate source.
- b. Compensation in lieu of insurance will be 50% of the amount billed for the employer's medical insurance premium and will be paid quarterly. There will be no deductions taken from this compensation.
- c. The employee will be responsible for all taxes.
- d. The employee may elect to change status within thirty (30) days by written notification to the Town Supervisor

Effective January 1, 2008 any employee requesting this option will be limited to a maximum annual payout of \$2500.00.

#### ARTICLE 11 – DISABILITY INSURANCE

Section 1. The employer shall provide disability insurance at no cost to all permanent full-time employees.

#### ARTICLE 12 – EMPLOYEE REPRESENTATION

Section 1. The employer recognizes the right of the employees to designate representatives of the Town Of Richford Highway Employees Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Such employee representative shall also be permitted to appear at public hearings before the Town Board upon the request of the employees.

Section 2. The Town of Richford Highway Employees Association shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer, subject to approval of the contents of such notices and communications between the Board or their designee.

Section 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and employee and the uninterrupted operation of government.

## ARTICLE 13 – WORKING CONDITIONS

Section 1. The standard work week for employees shall be Monday through Friday, eight (8) hours per day. The Highway Superintendent has the right to designate hours worked daily. Each employee shall be compensated a minimum of two hours in the event such employee is called to work for any reason outside of the regular working hours.

Section 2. Steps shall be taken by the employer to correct hazardous conditions in work locations which could cause personal injury to an employee. It is the responsibility of the employee to report any unsafe conditions to the Highway Superintendent as soon as possible. Adequate first aid kits and/or medical supplies shall be made available in the Town Highway Garage at the expense of the employer.

Section 3. The employer shall provide a work environment that is free from sexual harassment and provide a means for employees to report acts or conditions which they believe to be sexual harassment. The employees share in this responsibility through their actions, and failure to comply may lead to reprimand or dismissal.

## ARTICLE 14 – SAVINGS CLAUSE

Section 1. All rights, benefits and privileges as previously granted by the Richford Town Board for the members of the Highway Department shall continue in effect whether or not it is specifically mentioned herein.

## ARTICLE 15 – RETIREMENT PLAN

Section 1. Part-time employees of the Town of Richford shall be eligible for membership in the New York State Employees Retirement System on the 1/60<sup>th</sup> Plan. Membership will be mandatory for all full-time permanent employees.

## ARTICLE 16 - TENURE

Section 1. Highway Department employees who have passed the probationary period of six (6) months shall be treated as though they were competitive employees under the New York State Civil Service Law. Employees shall have the seniority rights for all job advancements, provided the employees qualify and are able to fill the position.

## ARTICLE 17 – SALARIES FOR NEW HIRES

Section 1. Employees hired to a full- time position will become permanent after a probationary period of six (6) months. New full-time employees will be hired at the rate of \$13.00 per hour. At the end of the probationary period employees will be paid at the rate equal to fifty percent (50%) of the difference between the starting wage and the wage for full-time employees for that contract year. At the end of an additional period of six (6) months new full-time employees will be paid the wage for full-time employees for that contract year.

## ARTICLE 18 – LONGEVITY INCENTIVE

Section 1. Employees with five (5) years of service with the Town of Richford Highway Department will begin receiving a bonus of \$40.00 per year for each year of service. The single payment will be made in the first payroll check of December and will reflect the years of service through December 1<sup>st</sup> of that year. The amount of payment will be according to the following schedule: Beginning after five (5) years service: 5 X \$40.00 = \$200.00. After six (6) years of service: 6 X \$40.00 = \$240.00. Etc.

## ARTICLE 19 – SAFETY EQUIPMENT

Section 1. Each employee is entitled to reimbursement of up to \$200.00 per year for the cost of his/her eye examination and personal safety glasses and up to \$100.00 for the purchase of safety shoes. Reimbursement will be obtained by submitting a voucher to the Town Board along with the official bill that clearly states the name and address of the service provider and a description of the service provided or product purchased. Safety glasses and safety shoes shall be worn at all times while on duty.

## ARTICLE 20 - GRIEVANCES

Section 1. Every employee shall have the right to present a grievance in accordance with the procedures herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure.

Section 2. An employee who claims to have a grievance shall discuss the grievance with the Highway Superintendent within five (5) working days of the occurrence.



Section 3. If the aggrieved party is not satisfied with the verbal answer, the grievance shall be reduced to writing and submitted to the Highway Superintendent within five (5) working days of the verbal answer. The Highway Superintendent shall render his decision in writing to the aggrieved party within three (3) working days of receipt thereof.

Section 4. If the aggrieved party is not satisfied with the Highway Superintendent's written answer, the grievance shall be forwarded to the Town Supervisor within five (5) working days of receipt of the written response. Within five (5) working days of receipt of the grievance, the Town Supervisor shall call a special meeting between the Town Board, the Highway Superintendent, and the aggrieved party. The Town Supervisor shall issue a written answer to the aggrieved party within five (5) working days from the date of the meeting.

Section 5. If the grievance remains unresolved, the aggrieved party may request arbitration by the Public Employee Relations Board (PERB) or American Arbitration Association (AAA). An arbitrator shall be selected in accordance with **PERB** or AAA procedures. The decision of the arbitrator shall be final and binding on all parties. No arbitrator functioning under this step shall have any power to amend, modify or delete any provisions of this Agreement or to circumvent the intent thereof.

#### ARTICLE 21 – ALTERATIONS AND APPROVALS

Section 1. 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 22 – EFFECTIVE DATE

Section 1. This agreement shall become effective January 1, 2008 and shall expire at the close of business December 31, 2010.