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Union: **Horicon Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Warren County Local 857**

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BC
8321

A G R E E M E N T

BY AND BETWEEN

THE TOWN OF HORICON

AND THE

TOWN OF HORICON UNIT

OF THE

WARREN COUNTY LOCAL #857

OF THE

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

JANUARY 1, 2003 - DECEMBER 31, 2005

RECEIVED

JUN 13 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

This Agreement is made this 1st day of January, 2000 by and between the Town of Horicon and the Town of Horicon Unit of the Warren County Local #857 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO.

WHEREAS;

It is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Horicon and its employees for the mutual benefit of the public, the Town Government and its employees;

NOW, THEREFORE;

In consideration of the mutual covenants contained herein, the parties agree to the following:

This Contract will be in effect for a three (3) year period commencing January 1, 2003 through December 31, 2005.

ARTICLE I / RECOGNITION

Section 1. The Employer recognizes the CSEA as the sole and exclusive representative for all employees defined in the bargaining unit for the purpose of collective negotiations to determine compensation benefits and other terms and conditions of employment and the administration of grievances for the term of this Agreement.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II / COLLECTIVE BARGAINING UNIT

The Collective Bargaining Unit shall be comprised of the following:

All Town Highway employees other than appointed or elected officials.

ARTICLE III / DUES DEDUCTIONS - AGENCY SHOP

Section 1. The Employer shall deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc., 143 Washington Ave, Albany, NY 12210, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive bargaining agent for employees in this unit.

Section 2. The Employer hereby agrees to deduct from the wage or salary of every non-member in the bargaining unit an agency shop fee deduction in the amount of dues levied by the Civil Service Employees Association, Inc., and to remit said sums in a separate check to CSEA, Inc., 143 Washington Avenue, Albany, NY 12210.

Section 3. The Employer shall supply, to the Unit President, a list of all employees in the bargaining unit showing the employees' full name, home address, social security number, job title, membership status, insurance deduction and first date of employment. Such information shall be furnished on an annual basis.

ARTICLE IV / RECIPROCAL RIGHTS

Section 1. The Employer recognizes the right of the employees to designate representatives of CSEA to appeal on their behalf and to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the Contract, and to visit employees during working hours for the foregoing purposes.

Section 2. The Employer shall so administer its obligations under this Contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 3. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of the contents of such notices and communications by the Employer. The officers and agents of CSEA shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

Section 4. 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 amount of time free from

ARTICLE IV / RECIPROCAL RIGHTS (CONTINUED)

Section 4. (continued)

their regular duties to fulfill these obligations. It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employee and the uninterrupted operation of government, subject to the approval of the Department Head or his assistant in his absence.

ARTICLE V / COMPENSATION

Section 1. Commencing January 1, 2003, January 1, 2004 and January 1, 2005, employees covered by this Agreement shall be compensated in accordance with the rates specified in Schedule "A".

Section 2. Employees hired after December 31, 2002 shall be placed in Salary Schedule "A", consistent with title and year, however, at a rate two (\$2.00) dollars per hour less than the rate identified in Schedule "A".

Section 2a. Employees hired after December 31, 2002 who after completion of one (1) year of employment shall be increased one (\$1.00) dollar per hour plus the negotiated hourly rate increase identified in Schedule "A".

Section 2b. Employees hired after December 31, 2002 who after completion of two (2) years of employment shall be increased one (\$1.00) dollar per hour plus the negotiated hourly rate increase identified in Schedule "A".

Section 3. Longevity Commencing January 1, 2000, longevity shall be paid in accordance with the rates specified in Schedule "A".

ARTICLE VI / WORKDAY AND WORKWEEK

Section 1. The regular workweek shall be forty (40) hours, Thursday to Wednesday.

ARTICLE VI / WORKDAY AND WORKWEEK (CONTINUED)

Section 2. The regular workday shall be 7:00 AM to 3:00 PM with one-half hour for lunch. All employees shall receive two (2) coffee breaks; one ten (10) minute break in the morning, and one ten (10) minute break in the afternoon.

Section 3. After a six (6) month probationary period, an employee will become a regular employee eligible for all benefits except vacation.

Section 4. Overtime shall be assigned as equitably as possible.

Section 5. During the snow season, when the plowing or sanding operation is required outside the normal workday (before 7:00 AM or after 3:00 PM), the mechanic shall report to the Highway Department Garage to perform their normal work duties, plus repairs, to equipment that may be damaged or malfunctioning during said plowing and sanding operation. It is understood that the mechanic may be required to assist in the actual plowing and/or sanding operation in the event that an employee who normally performs such work is not available. **NOTE:** The mechanic is not intended to be a permanent replacement to perform such duties, but only as a substitute in the event a driver is not available.

ARTICLE VII / OVERTIME

Section 1. When an employee is authorized by the Highway Superintendent or Department Head to work in excess of forty (40) hours per week, he/she shall be entitled to receive compensation at the rate of time and one-half of his/her hourly rate of pay. Sick leave and holidays will be considered time worked in computing overtime in a forty (40) hour workweek.

Section 2. If an employee is required by the Highway Superintendent or Department Head to work more than eight (8) hours in one day, he/she shall be entitled to receive compensation for the time worked over eight (8) hours at the rate of time and one-half of his/her hourly rate of pay.

Section 3. In an emergency, when the Highway Superintendent requests an employee to report to work, such employee's time shall begin at the time he/she is called. All employees so notified shall report to work within one hour of the time he/she is called. Failure to report within said hour will result in a forfeiture of that hour of pay.

ARTICLE VIII / HOLIDAYS

Section 1. All employees shall be entitled to thirteen and one-half (13-1/2) paid holidays as follows:

New Year's Day	Election Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Eve Afternoon
Labor Day	Christmas Day
Columbus Day	Employee's Birthday
Primary Day	* Martin Luther King's Day

* **Martin Luther King Day** - Employees required to work on this holiday shall receive straight time for eight (8) hours, and shall be entitled to another day off to be determined between the employee and the Highway Superintendent.

Section 2. If a holiday falls on a Saturday, the day of observance shall be the preceding Friday. If a holiday falls on a Sunday, the day of observance shall be on the following Monday.

ARTICLE IX / LEAVES

Section 1. Sick Leave

Absence from duty by an employee by reason of sickness or disability of himself/herself shall be considered "sick leave". A full time employee shall be entitled to sick leave with pay on the basis of one (1) working day per month and no more than twelve (12) working days each year. Such sick leave with pay shall be granted to the employee by the Department Head. The Department Head may require a physician's statement for any absence of more than three (3) consecutive days. The twelve (12) working days per year allowed to an employee for such leave with pay may be accumulated to a maximum of one hundred and sixty (160) days and may be kept to his credit for future sick leave with pay.

Section 1a. In the event that an employee has not used all of their accumulated sick leave at the time of his/her retirement, he/she shall be paid in cash at the hourly rate then in effect for one-half (1/2) of the accumulated sick leave. The employee shall also be permitted to take equivalent time off of their accumulated sick leave, up to a maximum of sixty (60) days. (i.e. An employee, upon retirement, has accumulated 100 days. He/she shall be entitled, therefore, to 50

ARTICLE IX / LEAVES (CONTINUED)

Section 1a. (continued)

days time off as sick leave). The employee shall make every effort to notify the employer, six months prior to the date of retirement, of the fact that he/she intends to retire. The employer shall be permitted to employ another individual during such time as an employee uses accumulated sick leave immediately prior to retirement.

Section 1b. In the event of death of the employee, his/her beneficiary as designated by the employee shall be paid in cash at the hourly rate then in effect for his/her accumulated sick leave credited to the employee up to a maximum of one hundred and twenty (120) days.

Section 2. Vacation

All full time employees shall be entitled to vacation as follows:

<u>Years of Continuous Service</u>	<u>Vacation Credit</u>
1 Year	1 Paid Week
3 Years	2 Paid Weeks
7 Years	3 Paid Weeks
10 Years	4 Paid Weeks

All employees shall be allowed to carry over unused vacation time from year to year with a cap of 240 hours.

All vacations of the Highway employee shall be subject to the Highway Superintendent's approval so as to stagger the vacation time so that it will not leave the Department shorthanded at any time.

Section 3. Beginning in 1982, employees may request that their vacation checks be issued on the last payday preceding the employee's vacation period.

Section 4. Personal Leave

Personal leave is leave with pay for personal business including religious observance without charge against any accumulated vacation credits.

Section 4a. Employees hired prior to January 1, 2000 shall be entitled to personal leave not to exceed a total of forty (40) hours or five (5) days in each year however, may not be taken along with vacation leave.

ARTICLE IX / LEAVES (CONTINUED)

Section 4b. Employees hired prior to January 1, 2000 may at the conclusion of each year apply unused personal leave up to a limit of twenty-four (24) hours to the employees sick leave accumulation.

Section 4c. Employees hired after January 1, 2000 shall be entitled to personal leave not to exceed a total of three (3) days of which shall not be accumulated or taken along with vacation leave or allowed to transfer unused portions to other credits.

Section 5. Jury Duty Leave

Any employee called for jury duty shall be entitled to the difference in pay between the amount paid by the County for jury duty service and his/her regular hourly rate of pay after one (1) year of continuous service.

Section 6. Notice

The employee shall give prior notice of their intention to take leave as allowed herein.

ARTICLE X / PENSION AND INSURANCE

Section 1. Retirement

All eligible employees shall be entitled to enroll in the "Twenty-Five (25) Year Half Pay" New York State Retirement Plan known as 75(g).

Section 1a. Employees who at the time of their retirement have unused accumulated vacation leave, may, at the employees request, be paid for all unused vacation leave, at the hourly rate then in effect up to a maximum of thirty (30) days.

Section 2. Hospitalization

The Employer shall provide fully paid individual and family coverage under the Enhanced Empire Blue Choice PPO for all employees.

In the event that it is necessary to change the Plan, any changes shall be equal or better than the coverage currently provided. Effective January 1, 1996 Unit members will contribute 50% of the cost of premium increases conditioned that premium increases exceed Fifty One Thousand, One Hundred and Ninety Seven Dollars, (\$51,197) per year for the CSEA Bargaining unit. The extent of the individual employees liability shall not exceed two percent (2%) of his/her gross annual base depicted in Schedule "A" of this agreement.

ARTICLE X / PENSION AND INSURANCE (CONTINUED)

Section 3. Retiree Health Insurance

Retiree Health Insurance will be provided by the Employer in conformance with existing practice (100% retiree/50% dependent). Effective January 1, 1995 it is mutually understood that eligibility for the Retiree Health Benefit is based upon a minimum of ten (10) years of continuous service with the Town. The employee must be employed by the Town at the time of retirement and must be eligible to retire under the N.Y.S. Employee Retirement System.

Section 3a. In the event that a Retiree relocates to an area that is "out of network" to the existing plan the Town shall meet with the CSEA in order to discuss that particular employees status and attempt to mutually agree to a fair and equitable resolution.

Section 4. Off-The-Job Insurance

The Employer agrees to make application to the State Insurance Fund or other insurance carrier for coverage of disability insurance for off-the-job coverage. The Employer shall pay 100% of the premium.

Section 5. Dental Insurance

The Employer shall provide fully paid family dental insurance coverage under the CSEA Employee Benefit Fund Plan for all employees. In providing dental insurance coverage the Employer has relied upon the rates specified and guaranteed by the CSEA for the term of the Agreement.

Section 6. Vision Insurance

The Employer shall provide fully paid family vision insurance coverage under the CSEA Employee Benefit Fund Gold Plan for all employees. In providing vision insurance coverage, the Employer has relied upon the rates specified and guaranteed by the CSEA for the term of the Agreement.

ARTICLE XI / GRIEVANCES

Employee grievances shall be processed in accordance with Schedule "B".

ARTICLE XII / PROMOTIONS, VACANCIES AND NEW OPENINGS

All promotions, vacancies and new openings shall be filled by qualified employees as determined by the Employer. Consideration shall be given for ability and length of service.

ARTICLE XIII / LAYOFF

Section 1. In the event of a reduction of the work force, the employee with the least number of years of service shall be laid off first.

Section 2. All employees who have been laid off shall be paid in cash for all accumulated sick leave and vacation leave upon written request for same by the employee who has been laid off.

Section 3. The Employer agrees to give hiring preference to those employees who have been laid off for future openings in the job title position from which they have been laid off from. Such employees shall be rehired by seniority.

Section 4. The Employer will provide a letter of recommendation for each laid off employee in good standing who requests same.

Section 5. The Employer shall make its best efforts to assist any employee who has been laid off and subsequently rehired in making application for employment benefits (i.e., retirement, health insurance) and shall notify the employee of all efforts taken regarding application for same.

ARTICLE XIV / DISCIPLINARY ACTION

Upon completion of six (6) months of continuous service, no employee shall be disciplined or otherwise dismissed without the opportunity of a hearing on the charges under the grievance procedure.

ARTICLE XV / PAST PRACTICE

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Employer, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this Agreement.

ARTICLE XVI / SAVINGS CLAUSE

Section 1. If any Article or part thereof of this Agreement or any addition thereto should be decided to be in violation of any federal, state or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

ARTICLE XVII / LEAVE FOR MEALS

Section 1. When employees are required to work 2 hours beyond the normal workday (3:00 PM), they shall be allowed a one (1) hour meal time with pay. When employees are required to report to work two hours prior to the start of their normal workday (7:00 AM), they shall be allowed a one (1) hour meal time with pay.

Section 2. Any employee called in to work on either a Saturday or Sunday shall be entitled to a lunch period of 1/2 hour with pay, but only when such employee has worked until 12:30 PM on such day.

ARTICLE XVIII / PAYDAY

The Employer shall use its good faith effort to insure that all employees are paid by 12:00 noon on Thursday of each week. If a holiday falls on payday, employees shall be paid the day immediately preceding that date. Effective December 1, 1997 the Town may, at it's discretion, begin biweekly paydays.

ARTICLE XIX / CONTRACT REOPENER

If the Employer is able to provide a health insurance plan equal to or better than the one currently in effect, the parties, upon mutual consent, shall reopen negotiations concerning health insurance.

ARTICLE XX / 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 OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXI / BEREAVEMENT LEAVE

Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of three (3) working days commencing from the date of death of the family member. Immediate family shall include mother, father, husband, wife, brother, sister, child, mother-in-law and father-in-law.

ARTICLE XXII / SAFETY AND LICENSING

Section 1. Safety Equipment

A. Safety equipment such as safety goggles, hard hats, vests, etc., which is officially required by the Town or the Occupational Safety and Health Act, shall be supplied to the employee at no cost to the employee.

B. Five (5) orange T-shirts and two (2) orange sweatshirts will be purchased by the Town on an annual basis.

C. New employees will receive all safety equipment at the start of their employment.

D. Safety shoes, orange T-shirts, orange sweatshirts, or vests will be worn on the job unless an emergency situation occurs.

Section 2. Safety Courses

If Warren County or any other governmental agency offers safety courses intended for Highway Department employees, then the Employer, upon notice and approval, shall permit attendance at said courses. The Employer shall encourage attendance by its employees at such safety courses. In every event, the duration of said course attendance shall not exceed one working day, however if attendance of said course causes the employee(s) to be delayed from departing from his/her work station at his/her regularly scheduled time, all additional time shall be paid at time and one-half of the employee(s) hourly rate of pay.

Section 3. Licenses

It is understood between the Town of Horicon and the Town of Horicon Unit of the Civil Service Employees Association, Inc., that the Town will pay for the additional testing and license fees imposed by the State of New York and required by the Town for continued employment on municipal truck drivers, bus drivers and equipment operators, other than normal passenger vehicle licenses. Upon renewal the Town will reimburse the employee for the total cost of the renewal of their license. The Town will pay for the initial application for testing. Any expenses incurred in connection with repeat testing will be the sole responsibility of the employee.

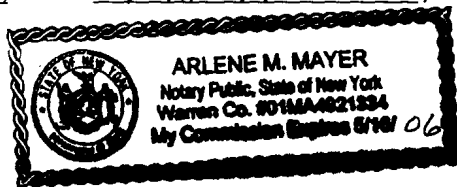
Section 4. The Town shall provide an annual \$130.00 shoe payment, upon submission of receipt showing purchase of steel-toed boots.

Section 5. Smoking. There will be no smoking in any Town Building or Facility. This is a STATE LAW. Any employee in any Town Building, including the Town Shed MAY be subject to immediate disciplinary action.

ARTICLE XXIII / DURATION

This Agreement shall commence on January 1, 2003 and shall continue in effect until December 31, 2005.

IN WITNESS WHEREOF, the parties have executed this Agreement by duly authorized officials and affixed their corporate seals this 11th day of MARCH, 2003.



Arlene M. Mayer

TOWN OF HORICON

**TOWN OF HORICON UNIT OF THE WARRE
COUNTY LOCAL #857 OF CSEA, INC.**

BY: *Ralph W. [Signature]*
TOWN SUPERVISOR

BY: *Howard H. [Signature]*
CSEA UNIT PRESIDENT

BY: *William P. [Signature]*
LABOR RELATIONS SPECIALIST

SALARY
SCHEDULE "A"

	<u>EFFECTIVE</u> <u>1/1/03</u>	<u>EFFECTIVE</u> <u>1/1/04</u>	<u>EFFECTIVE</u> <u>1/1/05</u>
Mechanic	\$14.00	\$14.40	\$14.80
Operator	\$13.43	\$13.83	\$14.23
Laborer	\$12.74	\$13.14	\$13.54
Working Foreman	\$25.00 per week differential		

LONGEVITY

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>PER HOUR</u>
After 5	\$.25
After 10	\$.40
After 15	\$.50
After 20	\$.60
After 25	\$.70

Longevity payments are not cumulative, but adjusted at the employee's anniversary date after completion of each five (5) year interval.

SCHEDULE "B"

GRIEVANCE PROCEDURE

DECLARATION OF PRINCIPLES

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

SUBJECT MATTER

A "grievance" shall mean any violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative order or work rule, or any other condition of employment which relates to or involves the employee or employees.

INITIAL PRESENTATION

- A) An employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor orally within fifteen (15) days after the grievance occurs or becomes known to the employee.
- B) The immediate supervisor shall discuss the grievance with the employee; shall make such investigation as necessary, and shall consult with his/her supervisor if necessary on an informal basis.
- C) Within five (5) days after the presentation of the grievance, the immediate supervisor shall make his/her decision and communicate the decision to the employee presenting the grievance and to the employee's representative if any.

SECOND STAGE

- A) If any employee presenting the grievance be not satisfied with the decision made by his/her immediate supervisor, he/she may, within five (5) days thereafter, request a review and determination of his/her grievance by the Department Head. Such request must be in

SECOND STAGE (CONTINUED)

A) (continued)

writing and shall contain a statement as to the specific nature of the grievance and the facts relating to same. Such request shall be served upon both the Department Head and immediate supervisor to whom the grievance was originally presented. Thereupon, and within five (5) days after receiving such request, the immediate supervisor shall submit to the Department Head a written statement of his/her information concerning the nature of the grievance and the facts relating to same.

B) The Department Head, or his nominee may, and at the request of the employee, shall, hold a hearing within five (5) days after receiving the written request and statement from the employee. The employee and his representative, if any, may appear at the hearing and present oral statements or arguments.

C) Within five (5) days after the close of the hearing, or within eight (8) days after the grievance has been submitted to the Department Head if there has been no hearing, the Department Head, or his nominee, shall make his/her determination and communicate same to the employee presenting the grievance and to the employee's representative if any.

LEGISLATIVE REVIEW

A) If an employee presenting the grievance be not satisfied with the decision made by the Department Head, or his nominee, he/she may, within five (5) days thereafter, request a review by the local legislative body. The legislative body shall hold a hearing within ten (10) days after receiving the written request for review.

B) New evidence, testimony or arguments, as well as any document, exhibit or other information submitted to the Department Head, or his/her nominee, may be introduced by the employee or the Department Head, or his/her nominee.

C) The legislative review hearing shall not be bound by formal rules of evidence.

SCHEDULE "B" / GRIEVANCE PROCEDURE (CONTINUED)

LEGISLATIVE REVIEW (CONTINUED)

D) The legislative review hearing shall be held with not less than three (3) members of the legislative body.

E) The legislative body shall render a decision within five (5) days of the hearing and shall communicate same to the employee and their representative if any.

GENERAL

The time requirements in days for responding or giving notice as provided in the grievance procedure shall be working days.