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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF COCHECTON

and the

**CIVIL SERVICE
EMPLOYEES
ASSOCIATION, INC.**

LOCAL 1000, AFSCME, AFL-CIO

**Town of Cochecton Unit
Sullivan County Local 853**

January 1, 2005 – December 31, 2009

Collective Bargaining Agreement

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Cocheton, hereinafter referred to as the "Town" or "Employer" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Town of Cocheton Unit, Sullivan County Local 853, hereinafter referred to as the "Union".

1.1.2 Purpose of Agreement: It is the intent and purpose of the parties that this Collective Bargaining Agreement covering rates of pay, hours of work, and conditions of employment will promote and establish a basis for securing cooperation, harmony, and good will between the Town, its officials and employees, and the Union and its members.

2 UNION RIGHTS

2.1 Definition of Bargaining Unit

2.1.1 Inclusion: The Town of Cocheton recognizes the Civil Service Employees Association (CSEA) as the sole and exclusive representative for all full-time or part-time employees in the Town's Highway Department in the titles of Working Supervisor, HMEO, MEO, and Laborer.

2.1.2 Exclusion: Excluded from the bargaining unit are the Superintendent of Highways and Deputy Superintendent of Highways. In the event a member of the bargaining unit is appointed Deputy Superintendent of Highways, that person will remain in the bargaining unit. In the event someone who is not in the bargaining unit is appointed Deputy Highway Superintendent, that person may occasionally perform bargaining unit work provided it does not result in the reduction in the scheduled hours of any full-time employee or interfere with the procedure for assigning additional hours under 6.1.3.

2.1.3 Full-time Employee: For the purpose of this Collective Bargaining Agreement, a "full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

2.1.4 Part-time Employee: For the purpose of this Collective Bargaining Agreement, a "part-time employee" will mean and refer to an employee who is regularly scheduled to work twenty-two hours or less per week throughout the year.

2.1.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean and refer to someone who is called in to work to replace an employee on an approved leave of absence due to an illness or injury.

2.1.6 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a "seasonal employee" shall mean and refer to someone employed to work during the summer season (June 1 through August 31) for the purpose of mowing, collecting yard waste or other traditional summer duties; or during the winter season (November 15 through March 30) to assist in snow removal. The use of seasonal employees may not result in the reduction in the scheduled hours of any full-time employee or opportunities for overtime.

2.1.7 Unit Clarification: Any disputes as to whether or not a newly created position should belong to the bargaining unit shall be settled by the filing of a petition to the New York State Public Employment Relations Board.

2.2 Union Membership/Agency Shop

2.2.1 Union Membership: The Union shall have the exclusive right to payroll dues deductions. An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Town. The union membership application will be considered as appropriate authorization for the Town to commence membership dues deduction. The Town will deduct membership dues from each employee who has signed a membership card authorizing such deductions. Such dues will be remitted to the Treasurer, Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis.

2.2.2 Agency Shop: An employee who does not become a member of the Union by signing an authorization card for dues deduction within thirty calendar days of initial employment shall be required to pay a service fee (agency shop fee). The Town agrees to deduct an agency shop fee from the wages of such employee. The agency shop fee shall be an amount equivalent to the membership dues. The Town shall forward this fee, along with a listing of those employees who are agency fee payers only, to the Treasurer, Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210, on a payroll period basis.

2.2.3 Union-sponsored Insurance Plans and PACs: The CSEA shall have rights to payroll deductions that are authorized by employees covered by this Agreement, for Union sponsored insurance and benefit program premiums, and the PEOPLE fund. Such deductions shall be remitted to the Treasurer, CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis.

2.2.4 Indemnification Clause: The Union will hold the Town harmless for any claims brought against the Town by employees for agency fee deductions.

2.3 Leave for Contract Administration

2.3.1 Investigation and Presentation of Grievances: The Union may designate one employee as Shop Steward. The Shop Steward will be allowed release time, without loss of pay or leave credits for up to twenty-four hours in the aggregate in each calendar year, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board.

2.3.2 Meetings with Management: The Shop Steward will be allowed release time during working hours, without loss of pay or leave credits, to meet with management when the Superintendent of Highways or the Town Supervisor request the meeting.

2.3.3 Requests for Release Time: Requests for the use of release time shall be made to the Superintendent of Highways as far in advance as possible.

2.4 Leave for Negotiations

2.4.1 Eligible Employees: The Union may designate up to one employee to attend negotiations without loss of pay or leave credits for the sole purpose of attending negotiations scheduled by the Town.

2.5 Access to Town Premises

2.5.1 CSEA Representatives: The Union and its designated representatives shall have the sole and exclusive right with respect to any other employee organization to visit members of the bargaining unit, during working hours, to administer this Collective Bargaining Agreement and to explain CSEA sponsored benefits and programs. The Union representative will notify the Highway Superintendent prior to the visit, with a minimum of one day advance notice.

2.5.2 Union Meetings: The Union and its designated representatives shall have the sole and exclusive right to meet with members of the bargaining unit after normal working hours, on the Town's premises, or property, for the purpose of discussing terms and conditions of employment and CSEA sponsored benefits and programs. The Union will notify the Highway Superintendent prior to the meeting, with a minimum of one day advance notice.

3 MANAGEMENT RIGHTS

3.1 Management Rights Clause

3.1.1 The Employer shall remain vested with the customary and usual rights, powers, functions and authority delegated to them as management officials, which rights shall include the direction and supervision of the work force with the right to hire, evaluate employees' job performance, promote, suspend, transfer, and discharge employees, subject, however, to the provisions of this Collective Bargaining Agreement. In addition, the Town shall have the right to adopt any rules and/or regulations and/or policies provided these rules and regulations do not conflict with specific provisions of this Collective Bargaining Agreement.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: All original hires shall be required to serve a probationary period of six consecutive months.

4.1.2 Failure to Successfully Complete Probationary Period: In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

4.1.3 Temporary or Seasonal: In the event a temporary or seasonal employee is hired as a full-time employee, such individual shall serve the full probationary period. The Town will have the option of waiving this provision.

4.2 Seniority

4.2.1 Service Seniority: Seniority shall be defined as length of continuous service from the employee's first date of hire.

4.2.2 Computation of Seniority: For the purpose of calculating seniority of a full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a full-time employee. For the purpose of calculating seniority of a part-time employee, one year of service will be credited for every 2080 hours of paid work and paid leave. In the event a part-time employee is appointed to a position as a full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

4.2.3 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.4 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. A leave of absence of one year or less will not constitute a break in service.

4.2.5 Workers' Compensation: An employee who is on Workers' Compensation will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in "continuous service".

4.3 Layoff and Recall Procedure

4.3.1 First to be Laid Off: For competitive class employees, the Sullivan County Civil Service rules shall apply. In the event of a reduction in the number of positions in a job title in the labor or non-competitive class, the employee within that job title with the least service seniority will be the first to be laid off.

4.3.2 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit.

4.3.3 Recall to Same Job Title: In the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

4.3.4 Notice of Recall to Same Job Title: The Town will notify the laid-off employee of the vacancy in 4.3.3 by means of certified mail, return receipt requested, sent to the employee's last known address. In the event the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

4.3.5 Part-Time, Temporary, and Seasonal Employees: In the event of a layoff, all part-time, temporary, and seasonal employees in the bargaining unit shall be laid off before full-time employees.

4.4 Personnel File

4.5.1 Employee Access: An employee may review and copy the contents of the employee's own personnel file, with the exception of letters of reference. The employee must make an appointment with the Town Clerk. An authorized official of the Town must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Town Supervisor. However, information of an adverse nature may not be placed in an employee's personnel file without prior notice to the employee and the employee shall have the right to submit a rebuttal.

5 VACANCIES & PROMOTIONS

5.1 Appointment to Vacancies

5.1.1 Notification of Vacancies: In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to fill, the vacancy will be posted for at least seven calendar days in a location that is conspicuous to employees. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

5.1.2 Application: An employee who is interested in a vacancy should notify the Superintendent of Highways in writing.

5.1.3 Probationary Period: An employee who is appointed to a new position shall serve a probation period of twenty-six consecutive weeks. During this period, the Superintendent of Highways will monitor the employee's performance of the job and, if in the judgment of the Superintendent the employee's performance does not meet the job requirements, the Superintendent may rescind the appointment and the employee will be reinstated to the employee's previous position.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workday/Workweek: The work day, work week beginning September 15th and ending April 30th, shall be 7:00 a.m. to 3:30 p.m., Monday through Friday, 40 hours per week, 8 hours per day. For the purposes of this collective bargaining agreement, this schedule may be referred to as "winter hours".

Beginning May 1st through September 14th, the normal work day, work week, shall be 10 hours per day, 4 days per week, Monday through Thursday. For the purposes of this collective bargaining agreement, this schedule may be referred to as "summer hours" or "compressed workweek".

In cases of adverse road conditions or other emergencies, the Town may start work up to two hours before the work day and then dismiss employees after eight hours of work during "winter hours", or ten hours of work during "summer hours".

6.1.2 Overtime: The Superintendent of Highways may require an employee to work overtime. All overtime work shall only be with the approval of the Superintendent of Highways, or designee.

6.1.3 Procedure for Assigning Additional Hours: In the event there is an opportunity in a given job title to work additional hours, the opportunity shall first be offered on a rotational basis to full-time employees in that job title. In the event no employee volunteers (including part-time, temporary, and seasonal personnel), the work shall be assigned on a rotating basis to full-time employees in that job title.

6.1.4 Errors in Assigning Additional Hours: In the event the Town makes an error in the assignment of additional hours, the Town shall offer the next opportunity to work additional hours to the employee who should have been offered the additional hours.

6.1.5 Time Records: An employee must record all hours worked in each workday in a manner to be determined by the Town.

6.2 Notification of Absence

6.2.1 Notification of Tardiness: An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the Superintendent of Highways, or working supervisor, at least fifteen minutes before the employee's scheduled starting time.

6.2.2 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Superintendent of Highways, or working supervisor, or leave a message on the shop answering device at least thirty minutes before the employee's scheduled reporting time. Failure to give this notice, except in an emergency, will render the employee ineligible to use sick leave credits for the absence. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

6.2.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify the Superintendent of Highways, or working supervisor, prior to leaving.

6.3 Meal & Rest Periods

6.3.1 Meal Period: Employees shall have a one-half hour unpaid lunch period daily, which will not be included in the work day. Meal periods will normally be in the middle of the employee's workday. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. Unless otherwise directed by the Superintendent of Highways, an employee may leave the work-site during the meal period.

6.3.2 Overtime Meal Period: Employees who are required to report to work immediately prior to the start of their work day or required to continue working after the end of their work day, shall be entitled to a one-half hour paid meal break, provided the early starting time or late finishing time is two hours or more.

6.3.3 Meal Allowance: Employees shall receive a meal allowance of five dollars for each continuous four hours of overtime.

6.3.4 Rest Periods: Employees shall be entitled to one twenty minute paid work break per day, included in the work day, from 9:30 a.m. to 9:50 a.m. If working conditions do not allow for a break at that time, an alternate break period may be arranged with the Highway Superintendent. An employee who does not take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Unless otherwise directed by the Superintendent of Highways, all rest periods must be taken at the work-site and may not exceed the time allowed.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: The hourly wage rates shall be as follows, which reflects increases of \$1.20 on January 1, 2005, 4.5% on January 1, 2006, 4.5% on January 1, 2007, 4.5% on January 1, 2008, and 4.25% on January 1, 2009. [Interest Arbitration Award]

	1/1/2005	1/1/2006	1/1/2007	1/1/2008	1/1/2009
Durward Powell	\$16.99	\$17.75	\$18.55	\$19.38	\$20.20
HMEO	\$15.75	\$16.46	\$17.20	\$17.97	\$18.73
MEO	\$15.48	\$16.18	\$16.90	\$17.67	\$18.42
Laborer	\$13.07	\$13.66	\$14.27	\$14.92	\$15.55

7.1.2 Working Supervisor: For as long as Durward Powell is employed by the Town, he will remain employed as working supervisor and will be paid in accordance with the Town's salary schedule. When Durward Powell is no longer employed by the Town in the highway department, the Town will be allowed to appoint an employee to serve as "working supervisor" on an as-needed basis. In the event the Superintendent of Highways assigns an employee to serve as the "working supervisor", such employee will receive an additional \$1.25 per hour. [Interest Arbitration Award]

7.1.3 Longevity Bonus: Longevities shall be paid on the first pay period in December of the effective year in separate checks. These longevities shall be non-compounding. Upon retirement, the retiree will receive the longevity bonus on the retiree's separation date. Upon separation from employment for other than retirement, the employee will receive the longevity bonus on the first pay period in December.

Longevity rates shall be as follows:

An employee who has completed five years of continuous service will receive a longevity payment of \$300 in the first pay period in the following December and again each December thereafter until the employee has completed ten years of continuous service.

An employee who has completed ten years of continuous service will receive a longevity payment of \$600 in the first pay period in the following December and again each December thereafter until the employee has completed fifteen years of continuous service.

An employee who has completed fifteen years of continuous service will receive a longevity payment of \$900 in the first pay period in the following December and again each December thereafter until the employee has completed twenty years of continuous service.

An employee who has completed twenty years of continuous service will receive a longevity payment of \$1200 in the first pay period in the following December and again each December thereafter until the employee has completed twenty-five years of continuous service.

An employee who has completed twenty-five years of continuous service will receive a longevity payment of \$1500 in the first pay period in the following December and again each December thereafter until the employee leaves employment with the Town Highway Department.

Longevity Bonus (1-1-2008): Effective January 1, 2008, longevity rates shall be as follows:

An employee who has completed five years of continuous service will receive a longevity payment of \$425 in the first pay period in the following December and again each December thereafter until the employee has completed ten years of continuous service.

An employee who has completed ten years of continuous service will receive a longevity payment of \$725 in the first pay period in the following December and again each December thereafter until the employee has completed fifteen years of continuous service.

An employee who has completed fifteen years of continuous service will receive a longevity payment of \$1025 in the first pay period in the following December and again each December thereafter until the employee has completed twenty years of continuous service.

An employee who has completed twenty years of continuous service will receive a longevity payment of \$1325 in the first pay period in the following December and again each December thereafter until the employee has completed twenty-five years of continuous service.

An employee who has completed twenty-five years of continuous service will receive a longevity payment of \$1625 in the first pay period in the following December and again each December thereafter until the employee leaves employment with the Town Highway Department.

Longevity Bonus (1-1-2009): Effective January 1, 2009, longevity rates shall be as follows:

An employee who has completed five years of continuous service will receive a longevity payment of \$550 in the first pay period in the following December and again each December thereafter until the employee has completed ten years of continuous service.

An employee who has completed ten years of continuous service will receive a longevity payment of \$850 in the first pay period in the following December and again each December thereafter until the employee has completed fifteen years of continuous service.

An employee who has completed fifteen years of continuous service will receive a longevity payment of \$1150 in the first pay period in the following December and again each December thereafter until the employee has completed twenty years of continuous service.

An employee who has completed twenty years of continuous service will receive a longevity payment of \$1450 in the first pay period in the following December and again each December thereafter until the employee has completed twenty-five years of continuous service.

An employee who has completed twenty-five years of continuous service will receive a longevity payment of \$1750 in the first pay period in the following December and again each December thereafter until the employee leaves employment with the Town Highway Department.

7.2 Premium Pay for Overtime

7.2.1 Authorization: All overtime work shall only be with the approval of the Superintendent of Highways, or designee.

7.2.2 Overtime Rate: An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. When an employee is scheduled to work a "compressed workweek" of four ten-hour days, the employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over ten hours in a given workday or forty hours in a given workweek.

All overtime shall be paid at the applicable overtime rates with the understanding that payment shall be in money and the employee will not be entitled to "compensatory time".

7.2.3 Credit for Paid Leave: Holidays, vacation leave, personal leave, bereavement leave, and jury duty leave shall be considered as time worked for the purpose of computing overtime. **Effective January 1, 2007**, sick leave will not be included as time worked in the computation of overtime.

7.2.4 Call-in Pay: Employees who are called back to work after normal working hours, will be paid a minimum of one hour at one and one-half the employee's regular rate of pay.

7.2.5 Start Time: When employees are called back to work after normal working hours they shall be considered on-duty from the time they received the call. Employees shall be required to report as soon as possible after being called, but shall not be paid for more than one-half hour following a call to return to work and arriving at the work site.

7.3 Pay Period

7.3.1 Payroll Period: The payroll period will begin on Sunday at 12:01 a.m. and end fourteen calendar days later on Saturday at 11:59 p.m.

7.3.2 Pay Date: Paychecks will be issued on the Friday following the end of the payroll period. During a "compressed workweek", the pay date will be on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: Employees shall have the following paid holidays. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas

8.1.2 New Employees: New employees will not be eligible for holidays until after ninety calendar days from their date of hire.

8.1.3 Holiday Pay: A full-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay. A part-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay, provided the part-time employee was otherwise scheduled to work on that day.

8.1.4 Assigned to Work on a Holiday: When an employee is required to work on a holiday, the employee shall be paid for the holiday at the regular rate of pay and shall be compensated for all hours worked at one and one-half the employee's regular rate of pay.

8.1.5 Holiday Pay During Paid Leaves: If a holiday falls during an employee's vacation period, such holiday will not be counted as a vacation day.

8.2 Vacation Leave

8.2.1 Allowance (back-loaded on anniversary date): Employees shall be entitled to vacation according to the following schedule:

An employee who has completed one year of continuous service will be credited with forty hours of paid vacation leave on the employee's anniversary date.

An employee who has completed two years of continuous service will be credited with eighty hours of vacation leave on the employee's anniversary date and each anniversary date thereafter until the employee has completed five years of continuous service.

An employee who has completed five years of continuous service will accrue an additional eight hours of vacation leave on the employee's anniversary date for each year after five years of employment up to a total of one hundred and twenty hours.

An employee who has completed thirteen years of continuous service will accrue an additional eight hours of vacation leave on the employee's anniversary date for each year after thirteen years of employment up to a total of one hundred and sixty hours at the eighteenth year.

For the purposes of vacation allowance (8.2.1) and accumulation (8.2.3), the "anniversary date" for all employees who have "maxed out" as of January 1, 2005 will be January 1st of each year. Therefore, such employees will continue to receive their vacation allowance on January 1st of each year.

A part-time employee will be credited with paid vacation leave prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%.

8.2.2 Accrual during Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the twelve months preceding the employee's anniversary date, **excluding** an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.2.3 Accumulation: An employee must use all vacation credits before the employee's anniversary date following the year for which they were credited. Any vacation leave credits remaining thereafter will be canceled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

8.2.4 Annual Vacation Schedule: The Superintendent of Highways shall post an annual vacation schedule on or about January 1st of each year whereby each employee must “bid” at least forty hours of vacation leave. All “bids” must be submitted in writing by January 15th and the schedule will be established on or before February 1st. No more than two employees will be allowed vacation leave during the same week. Preference in the selection of a vacation period will be given to the employee with the most service seniority. Vacation leave must be bid in forty hour blocks between Sunday and Saturday of the desired week. An employee may not bid for vacation leave in excess of what the employee has been credited.

8.2.5 Other Vacation Leave: The Superintendent of the Highway Department shall have sole discretion to approve or disapprove employee’s request for vacation, subject to the following considerations:

- a. All vacation requests must be pre-approved, not post-approved except for good cause shown.
- b. No request for vacation shall be unreasonably denied.
- c. Vacation may be used in increments of no less than one-half day.
- d. Requests for vacation of two weeks or more must be approved at least two weeks prior to the commencement of the vacation.
- e. Vacation shall be scheduled on a first come, first served basis. Once the Superintendent has approved an employee’s request for vacation, that employee may not be displaced from that vacation period.
- f. The Superintendent of the Highway Department may approve as many requests for vacation during the same time period, subject to the Superintendent’s judgment as to the operational needs of the department.
- g. In the event an employee is required to return to work during an approved vacation period, and as a result of an unforeseen emergency circumstance, that employee shall be paid for all such work at the rate of one and one-half times the employee’s regular rate of pay, in addition to the employee’s paid vacation leave. The employee shall have the option of not using the employee’s paid vacation during such periods of emergency call back, in which case the employee shall only be paid the employee’s regular rate of pay.

8.2.6 Pay for Vacation Leave Upon Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee’s then current rate of pay. In the event an employee is terminated due to disciplinary action, the employee will not receive a settlement for unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance (front-loaded on January 1st): A full-time employee will be credited with eighty hours of paid sick leave on January 1st of each year. A part-time employee is not eligible for paid sick leave but may be allowed to take time-off without pay provided the individual has approval from the Superintendent of Highways.

8.3.2 New Employees: Effective September 25, 2006, an employee who is hired after January 1st in any given year will be credited with paid sick leave prorated by the number of months to be worked in the remainder of that calendar year. For example, a full-time employee who is hired on March 1st will be credited with sixty-seven hours of paid personal leave ($10/12 \text{ times } 80 = 66.67$); an employee who is hired on October 1st will be credited with twenty hours of paid personal leave ($3/12 \text{ times } 80 = 20$). Thereafter, the employee will be credited January 1st.

8.3.3 Accrual during Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the twelve months preceding January 1st, **including** an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of sick leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.3.4 Accumulation: An employee may accumulate sick leave credits to a maximum of one thousand and forty hours (130 eight-hour days).

8.3.5 Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

8.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury if the employee must care for an immediate family member. The employee may use up to eighty hours of sick leave credits for family sick leave, which will be subtracted from the employee's accumulated sick leave credits. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

8.3.7 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is demonstrating a pattern of sick leave abuse.

8.3.8 Return to Work: The Town may require an employee who has been absent from work for three or more consecutive days due to an injury or illness to submit a statement from the employee's health care provider specifically stating that the employee is able to return to work either with or without restrictions and what those restrictions are.

8.3.9 Retirement Credit: All employees who belong to the bargaining unit shall be eligible for retirement plan options 75-i, and 41-j.

8.3.10 Pay for Sick Leave Upon Termination of Employment: After an employee who was hired before January 1, 2005 has worked for the Town for a period of ten years and has retired directly from the Town and has been granted a retirement benefit from the New York State Employees' Retirement System, the Town will pay said employee for up to two hundred and forty hours (30 eight-hour days) of the employee's unused sick leave. (Durward Powell has 92 days and, upon leaving, will be paid for up to 736 hours (92 eight-hour days) provided he has not used them prior to that time.) Payment will be at the employee's rate of pay at the time of retirement.

An employee who resigns, is permanently laid off, or is terminated from employment due to disciplinary action will not receive cash payment for unused sick leave credits.

8.4 Personal Leave

8.4.1 Allowance (front-loaded on January 1st): A full-time employee will be credited with thirty-two hours of paid personal leave on January 1st of each year for use during the following twelve months. A part-time employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided the individual has prior approval from the Superintendent of Highways.

8.4.2 New Employees: Effective September 25, 2006, an employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. For example, a full-time employee who is hired on March 1st will be credited with twenty-seven hours of paid personal leave ($10/12 \text{ times } 32 = 26.67$); an employee who is hired on October 1st will be credited with eight hours of paid personal leave ($3/12 \text{ times } 32 = 8$). Thereafter, the employee will be credited January 1st for use during that year.

8.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

8.4.4 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

8.4.5 Scheduling: An employee must receive prior approval from the Superintendent of Highways to take personal leave. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent of Highways will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than one hour. An employee may take personal leave only after it has been credited.

8.4.6 Pay for Personal Leave Upon Termination of Employment: An employee hired before January 1, 2005 who resigns, retires or is laid off will receive payment for unused personal leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee is terminated due to disciplinary action, the employee will not receive a settlement for unused personal leave. Employees hired after July 1, 2006 are not eligible for any payment of unused personal leave.

8.5 Bereavement Leave

8.5.1 Immediate Family: Paid bereavement leave of up to three scheduled workdays per occasion shall be granted to employees for a death in their immediate family. Such leave must be between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family" shall be the employee's spouse, children, spouse's children, mother, father, brother, sister, grandmother, grandfather, grandchildren, mother-in-law, or father-in-law.

8.5.2 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits, personal leave credits, and/or "family sick leave" to extend bereavement leave due to the death of an immediate family member. The request must be submitted, in writing, to the Superintendent of Highways. The Superintendent of Highways shall have total discretion in the approval of such additional bereavement leave.

8.5.3 Part-time Employees: A part-time employee is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the individual has prior approval from the Superintendent of Highways.

8.6 Volunteer Fire Fighters / Ambulance Drivers

8.6.1 Leave of Volunteer Duty: Employees who volunteer to respond to fire duty or ambulance driver duty will not be charged for such absences, provided their absence from their Town job will not endanger or impair the Town's responsibilities for the public safety of its Citizens.

8.7 Jury Duty

8.7.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits.

8.7.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways.

8.7.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

9 UNPAID LEAVE

9.1 Approved Unpaid Leave of Absence

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

9.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Town Board at least thirty calendar days prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

9.1.3 Conditions of Leave: The Town Board will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Town Board deems appropriate. An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.

9.1.4 Return to Work: An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

10 INSURANCE

10.1 Medical Insurance

10.1.1 Insurance Plan: The Town will make available medical insurance and a prescription drug plan, to each eligible full-time employee and the employee's eligible family. In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan.

10.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided the employee meets all eligibility requirements of the insurance plan and the employee has submitted the necessary enrollment forms.

10.1.3 Change in Insurance Plans: The Town may change medical insurance plans during the term of this contract provided the alternative plan's benefit structure is substantially equivalent to the then current plan. The Town will notify the Union sixty days in advance of such changes, to allow the Union time to determine whether or not the proposed plan is substantially equivalent to the then current plan. Substantially equivalent shall mean that each benefit in the new plan will not have to be exactly equal to each corresponding benefit in the old plan, but that the new plan will not result in a reduction in the total benefits than those provided by the old plan.

10.1.4 Resolution of Dispute: Should a disagreement arise as to whether or not the proposed plan is substantially equivalent to the existing insurance plan, the parties agree to submit the matter to binding arbitration to resolve the disagreement.

10.1.5 Premium Payment (Hired before 1-1-1997): Effective January 1, 2007, for a full-time employee hired before January 1, 1997, the Town will pay one-hundred percent (100%) of the monthly premium for individual coverage or ninety-six (96%) of the monthly premium for two-person coverage or family coverage, as the case may be. The employee's contribution to the premium will be deducted from the employee's regular paycheck. [Interest Arbitration Award]

Effective January 1, 2008, for a full-time employee hired before January 1, 1997, the Town will pay one-hundred percent (100%) of the monthly premium for individual coverage or ninety-four (94%) of the monthly premium for two-person coverage or family coverage, as the case may be. The employee's contribution to the premium will be deducted from the employee's regular paycheck. [Interest Arbitration Award]

Effective January 1, 2009, for a full-time employee hired before January 1, 1997, the Town will pay one-hundred percent (100%) of the monthly premium for individual coverage or ninety-two (92%) of the monthly premium for two-person coverage or family coverage, as the case may be. The employee's contribution to the premium will be deducted from the employee's regular paycheck. [Interest Arbitration Award]

Hired after 1-1-1997: For a full-time employee hired on or after January 1, 1997, the Town will pay one-hundred percent (100%) of the monthly premium for individual coverage. In the event the employee enrolls in a two-person or a family plan, the Town will pay fifty percent of the difference in the cost between that premium and the individual premium. The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck. [Interest Arbitration Award]

10.2 Medical Insurance Buy-out

10.2.1 Eligibility: A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in the same plan (two-person or family) and will not be eligible for this buy-out.

10.2.2 Amount of Buy-Out: The employee will receive forty percent of the Town's annual premium contribution for the coverage the employee is eligible for (two-person or family).

10.2.3 Method of Payment: Payment of the buy-out will be made on the last payday of the calendar year for each year the employee is eligible for the buy-out. In the event the employee leaves employment prior to the end of the year, the employee will receive a prorated buy-out based on the number of months the employee worked during the year.

10.2.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

10.3 Workers' Compensation Insurance

10.3.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses.

10.3.2 Plan: The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

10.3.3 Reporting of Injury: An employee should immediately report an on-the-job injury to the Superintendent of Highways, the Superintendent of Highways will then notify the Safety Coordinator. In the event the Superintendent of Highways is not available, the employee must immediately notify the Town Supervisor, who will then notify the Safety Coordinator. If the employee is unable to complete the forms due to the injury or illness, the Superintendent of Highways or Town Supervisor, as the case may be, will complete and submit the required forms on behalf of the employee.

10.3.4 Use of Leave Credits: An employee may draw from the employee's leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

10.3.5 Continuation of Medical Insurance: An employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes any required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

10.4 Short-Term Disability Insurance

10.4.1 Coverage: All employees shall receive disability insurance as provided by the standard coverage of New York State Disability Insurance, at no cost to the employee.

10.4.2 Plan: The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

10.4.3 Reporting of Injury: An employee must submit a written report of the injury to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence.

10.4.4 Use of Leave Credits: An employee may draw from the employee's leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of leave covered by the insurance and the employee will be re-credited with the proportional amount of leave.

10.4.5 Continuation of Medical Insurance: An employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes any required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

11 GENERAL PROVISIONS

11.1 Work Accouterments

11.1.1 Uniform Allowance: Effective January 1, 2006, the Town will provide each employee with five T-shirts per year and an annual work boot allowance of one hundred dollars (\$100). The Town will also supply to each employee work gloves, rainwear, winter jackets, and any safety equipment necessary for the safe and healthful performance of the employee's job.

11.2 Driver's License

11.2.1 Requirement to Possess a Driver's License: An employee who is required to drive either a Town-owned vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

11.2.2 Loss or Suspension of Driver's License: An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the Town.

11.2.3 Requirement to Possess a Commercial Driver's License: An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

11.2.4 Loss or Suspension of Commercial Driver's License: An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

12 DUE PROCESS PROCEDURES

12.1 Grievance Procedure

12.1.1 Definition: For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

12.1.2 Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the Superintendent of Highways within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge. Within seven calendar days after the meeting, the Superintendent of Highways shall issue a written response to the grievance, which shall be given to the Shop Steward and the employee(s).

12.1.3 Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received. Within seven calendar days after the meeting, the Town Supervisor shall issue a written response to the grievance, which shall be given to the Shop Steward.

12.1.4 Step Three - Binding Arbitration: If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the NYS Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

The cost for the arbitrator and the filing fee will be borne by the losing party (this does not include the parties' attorney's fees; each party is responsible to pay their own attorney).

12.1.5 Time Limits: The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

12.2 Disciplinary Procedure

12.2.1 Discipline for Just Cause: The Town shall not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

12.2.2 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty. Simultaneously, a copy of the notice shall be sent to the CSEA representative.

12.2.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor shall issue a written response which shall be given to the CSEA representative.

12.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the NYS Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received.

The fees of the arbitrator shall be shared equally by the Town and the Union. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

12.2.5 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

13 APPLICATION OF AGREEMENT

13.1 Duration of Agreement

13.1.1 This Collective Bargaining Agreement shall become effective January 1, 2005 and expire December 31, 2009. In the event negotiations for a successor agreement extend beyond the expiration date of this collective bargaining agreement, all of the terms of this collective bargaining agreement shall remain in effect until a new agreement is reached. All of the terms of subsequent agreements shall become effective on the first calendar day following the expiration of the previous contract.

13.2 Complete Agreement

13.2.1 Neither side will assert the existence of any past practices subsequent to the effective date of the new collective bargaining agreement.

13.3 Savings Clause

13.3.1 If any provision of this Agreement shall be judged illegal or invalid by a court of competent jurisdiction, or as the result of the decision of an authorized government agency, such decision shall not invalidate the remaining portions of this Collective Bargaining Agreement. In the event of such a judgment or decision, the Town and the Union will meet to negotiate a mutually satisfactory replacement provision.

13.4 Impasse in Negotiations

13.4.1 In the event both parties are unable to reach agreement during contract negotiations, and in the event an agreement cannot be reached with the assistance of a mediator, the Town and the Union shall submit all issues on which agreement cannot be reached, to final and binding arbitration. Either party may apply to the New York State Public Employment Relations Board for the purpose of selecting an arbitrator. The decision of the arbitrator shall be binding on both parties and the fee and expenses for such arbitration shall be equally shared by the Town and the Union.

13.5 Legislative Action

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

13.6 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on October __, 2006.

TOWN OF COCHECTON

CIVIL SERVICE EMPLOYEES ASSOCIATION

Salvatore Indelicato
Town Supervisor

Phil Grisafe
Unit Representative

Gary D. Maas
Town Board Member

Bob O'Connor, Jr.
Labor Relations Specialist

Michael A. Richardson
Labor Relations Consultant