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Employer Name: **Callicoon, Town of**

Union: **Town of Callicoon Highway Department Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Sullivan County 853**

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BC | 7298

Agreement

by and between

Town of Callicoon

and

CSEA

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

**CSEA, Local 1000 AFSCME,
AFL-CIO**

January 1, 2006 through December 31, 2010

RECEIVED

MAY 23 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

8
Employees
Covered

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Agreement made this 14TH day of NOVEMBER, 2005, by and between the Town of Callicoon, a Municipal Corporation and political subdivision of the State of New York, with principal offices at Jeffersonville, in the Town of Callicoon, Sullivan County, New York, hereinafter referred to as the Employer, and the Civil Service Employees Association, Inc., Local 1000-AFSCME AFL/CIO, the recognized union by the Town of Callicoon Unit, Sullivan County Local 853, hereinafter referred to as CSEA.

ARTICLE I
STATEMENT OF POLICY & PURPOSE

Section 1. It is the intent and purpose of the parties hereto by entering into this agreement to promote harmonious and cooperative relationships between the Town of Callicoon and its Highway Department Employees and to protect the public by assuring to the public that all times and orderly and uninterrupted operations and functions of that department will continue, and to comply with the statutory requirements as set forth in the Public Employees Fair Employment Act (The Taylor Law).

ARTICLE II
APPLICABLE LAW

Section 1. The Public Employees Fair Employment Act (The Taylor Law), the Civil Service Law and the Local Laws and ordinances of the Town of Callicoon which are not inconsistent with the aforesaid laws shall govern the terms of the agreement.

ARTICLE III
RECOGNITION, BARGAINING UNIT AND DUES CHECK OFF

Section 1. The Employer recognizes the CSEA as the sole and exclusive representative for all employees of the Highway Department of the Town of Callicoon for the maximum period permitted by the law; except part-time, temporary and CETA employees.

Section 2. The Employer shall deduct from the wages of the said employees and remit to the principal office of CSEA regular membership dues and premiums for CSEA sponsored insurance programs for those employees who sign, or who have signed, authorizations permitting such payroll deductions.

Section 3. The Employer agrees that the CSEA shall be the sole and exclusive representative for all the employees of the Highway Department of the Town of Callicoon for the purpose of collective negotiations and in settling grievances, for the maximum period permitted by the Public Employees Fair Employment Act; except part-time, temporary and CETA employees.

Section 4. The employer shall grant a reasonable time off to CSEA officers and/or designated representatives, without loss in pay or leave credits, providing there is no interruption of work within reason in the highway department to carry out the administrative and implementation of this agreement with respect to matters relating to salaries, benefits and other terms and conditions of employment.

Section 5. When requested by an employee, the senior CSEA officer or other designated representative shall be permitted to assist in the preparation and presentation of an alleged or actual dispute or grievance involving said employee.

Section 6. Representatives of CSEA shall be permitted access to employees during working hours to discuss with them matters of concern to the employee individually or collectively providing permission is granted or there is no interruption of work within reason in the highway department.

Section 7. Labor/management committee, authorized spokesman for the employer and the union shall meet, at the request of either party, by giving notice of 3 days, if possible, to discuss questions of mutual interest or include a statement of specific subject matter to be discussed.

ARTICLE IV **NO STRIKES OR LOCK-OUTS**

Section 1. The CSEA affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose upon its members an obligation to conduct, or to participate in such a strike. The employer agrees that there shall be no lock-out of employees, and the CSEA agrees that it shall not cause or sanction either directly or indirectly, any picketing, boycott, strike or any other slowing down of work during the life of this agreement. In the event of any such unauthorized activity, the CSEA shall notify the participating employees that their activities are a violation of this agreement, and shall cease forthwith, and the CSEA shall order the employees to return to work immediately.

ARTICLE V **WORKDAY – WORKWEEK**

Section 1. Workweek – The workweek for all employees of the highway department shall be forty (40) hours, five days per week, Monday through Friday.

Section 2. Workday – The workday for all employees of the highway department shall be eight (8) hours per day, from 7:00am to 3:30pm.

ARTICLE VI **COMPENSATION**

Section 1. Compensation – Schedule A 2006-2010 attached

Section 2. Call-in time – Employees who are called in after their normal work day has ended (not a continuation of the day worked), or on their day off, who work three hours or less will be compensated for three (3) hours of pay at the applicable overtime rate.

Section 3. Overtime – The employer shall pay an overtime rate of one and one half (1 1/2) time the employees' hourly rate for all overtime worked in excess of eight hours in one day, or forty (40) hours in one week. Sick leave, holidays, vacation, bereavement and personal leave shall be considered as time worked in the computation of overtime except as noted in Holiday Section X.

Section 4. Longevity Pay – The town will pay a longevity increment in accordance with the following schedule in the first pay period following the anniversary date of permanent appointment.

After 5 years-----\$500.00	After 15 years-----\$1,000.00
After 10 years---\$750.00	After 20 years----\$1,500.00

The above increments will not be compounded.

Section 5. Compensatory time – Compensatory time may be considered a manner of payment in lieu of overtime pay. Employees shall be entitled to select either payment or compensatory time, at the appropriate rate, for overtime hours worked by them between November 1st and April 1st and is subject to the following conditions:

- a. Employees shall be entitled to accrue compensatory time to a maximum of sixteen (16) hours per year.
- b. Accumulated compensatory time must be utilized by April 30th of each year. In the event that an employee has not used his/her time by April 30th, the time will be paid not later than the second scheduled pay day in May at the prevailing pay rate.
- c. Notification for the use of and utilization of compensatory time shall be the same as for vacation time.

ARTICLE VII **PENSION**

Section 1. The employer shall provide Section 75i "20 Year Career" plan of the New York State Employees Retirement System and Subsection 60B and 41J.

ARTICLE VIII **HEALTH INSURANCE**

Section 1. The employer shall pay the total premium for each employee and his dependents under the statewide plan, as provided for in section 163 (4) of the New York State Civil Service Law, which is presently in effect. However, the town shall have the right to substitute a plan with benefits equal to or better than the present plan.

Section 2. Effective January 1, 1999 the employer agrees to adopt the CSEA Employee Benefit Fund Family, Platinum 12 Vision Plan.

Section 3. Effective January 1, 2000 the employer agrees to adopt the CSEA Employees Benefit Fund Family Equinox Dental Plan.

ARTICLE IX
DISABILITY INSURANCE

Section 1. The employer will provide disability insurance at no cost to the employee with coverage equal to or better than that provided by The First Rehabilitation Insurance Company of America in effect on December 31, 1992.

ARTICLE X
HOLIDAYS

Section 1. Employees shall receive the following holidays off with pay for an 8 hour day:

New year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. If any of the holidays fall on a Sunday, the following Monday shall be observed as such holiday, and if any of the holidays fall on a Saturday, the preceding Friday shall be observed as such holiday, excepting that the so-called federally mandated holidays must be observed on Monday.

Section 3. For all work performed on a holiday, the employee shall receive compensation according to section I, plus time and one-half pay for the hours of work performed.

Section 4. It is agreed that there is no pyramiding of overtime.

Section 5. A. Employees shall receive two (2) hours off with pay for Election Day.

B. Time off on this day may only be withheld when emergency weather related conditions require employee services.

Section 6. A. Employees shall receive four (4) hours off with pay for each of the following days:

Christmas Eve Day
New Year's Eve Day

B. Time off on these days may only be withheld when emergency weather conditions require employee services.

C. In the event the employee works those hours, the employee shall be given the appropriate time off some other day of the year or the following year.

ARTICLE XI **LEAVES**

Section 1. Vacation Leaves

(a) All employees shall be granted vacation according to the following schedule:

- 1 year service----5 days
- 2 years service---10days
- 7 years service---15 days
- 12 years service---20 days

(b) All employees who have completed twenty-one (21) years of service shall have one (1) extra day of vacation per year up to twenty-five (25) years of service.

(c) Employees may be paid in advance for vacation upon the filing of a written request for such payment with the employer.

(d) Upon separation from service, an employee or his estate or beneficiary, as the case may be, shall be compensated, in cash, for his vacation credits.

(e) Vacations will be subject to the approval of the Highway Superintendent.

(f) When scheduled vacation time occurs during the deer hunting season, employees may be recalled to work only in an emergency weather related condition(s), in which case the affected employee(s) vacation leave shall be rescheduled at a time of mutual convenience.

(g) Employees may carry over to the following year up to, but not to exceed, five (5) days unless vacation has been denied. If vacation time carried over is not used within the next year, it will be forfeited.

Section 2. Personal Leave

(a) Commencing each January 1 – providing the employee has been continually employed as a permanent employee for a period of 6 months prior to January 1 – shall be entitled to five (5) days of personal leave for personal business.

(b) Any employee who commences to work during the year shall have to be employed for a period of six (6) months and shall then be entitled to personal leave at the ratio of 1 day for every 2 months left in the balance of the year.

(c) The employee shall notify the Highway Department at least 24 hours in advance, unless it is an emergency, and personal leave shall not be unreasonable withheld.

(d) Personal leave not used within the year shall be credited the following January 1 toward the employee's sick leave accrual and within the maximum permitted under sick leave.

(e) In the event of an employee terminating employment for any reason whatsoever, personal leave days not used shall be considered forfeited, and all rights thereto terminated.

Section 3. Sick Leave

(a) Sick leave can be taken in four (4) hour blocks with only four (4) two (2) hour blocks allowed on an annual basis. (Explanation: Sick leave may be taken 8 hours at a time, 4 hours at a time, and for times a year, 2 hours at a time.)

(b) Sick leave shall not be taken to extend a normal workday.

(c) Employees shall accrue sick leave allowance at the rate of one day for each month of continuous employment up to and including a maximum of 165 days of sick leave allowance accrual.

(d) In the case of a fellow employee stricken by catastrophic illness or injury, and at the sole discretion of each employee, accumulated sick leave may be transferred (donated) to said employee after his accumulated time has been exhausted. Transfer must be requested in writing by the donor and submitted to personnel/bookkeeper prior to the end of the payroll period.

Section 4. Bereavement Leave

In the event of death of a member of an employee's immediate family or of another person whose legal residence is that of the employee, said employee shall be granted up to three (3) days paid leave without charge to any other paid leave accruals. (The immediate family is defined normally to mean: husband, wife, son, daughter, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law, grandchildren or any other relative of the employee whose legal residence is that of the employee.)

Section 5. Jury Duty

When an employee is called upon to serve on a jury or give an appearance as a witness pursuant to subpoena or other order of the court, said employee shall be granted a leave of absence with pay with no charge against other leave. All fees received as a witness or juror shall be paid to the employer.

Section 6. Accruals

(a) The Town shall provide an accounting of leave accruals to each unit employee at least once every six (6) months.

(b) Payroll checks shall include regular and overtime hours.

ARTICLE XII
SENIORITY

Section 1. Seniority shall be defined as a length of the employee's continuous service from the date of his first permanent appointment, subject to Civil Service Rules and Regulations.

Section 2. Rotation of overtime: The employer shall equalize overtime as evenly as is practicable with due regard to qualifications with employees involved and the work to be performed based on seniority.

Section 3. Layoffs: Any lay-off necessitated by economic conditions or change in programs shall be made consistent with section 80, 81 and 85 of New York Civil Service Law, based on inverse seniority.

Section 4. Appointments:

(a) Whenever an opportunity for a job opening occurs in other than a temporary position or in an emergency, a notice of such job opening shall be posted on a bulletin board stating the job classification, rate of pay and requirements in order to qualify. Such posted notice shall be for a period of not less than three (3) working days.

(b) During such period, employees who wish to apply for the open position may do so by submitting an application in writing to the Highway Superintendent.

(c) The Superintendent of Highways shall give due weight to demonstrated skills, abilities and competence and qualifications as well as seniority from among any qualified candidate before he makes an appointment.

ARTICLE XIII
SAFETY AND WORKING CONDITIONS

Section 1. The employer agrees to make potable drinking water available at all work locations.

Section 2. The employer shall provide an exhaust fan in the highway barn sufficient to expel noxious fumes, smoke, etc., from the barn.

Section 3. Break Periods:

(a) All employees shall be allowed a one half (1/2) hour break after each four (4) hours with pay of overtime worked.

(b) All employees shall be allowed two (2) ten (10) minute coffee breaks each day.

Section 4. Work Clothing: All employees shall be provided with rain gear (coats, boots) and work gloves, and shall be provided with five (5) laundered sets of work clothes per week, and they shall wear them to work. Welding clothing shall be provided for employees' use when welding.

Section 5. Leave of Absence

(a) The employer may grant leave of absence without pay pursuant to Civil Service Rules and Regulations.

(b) The employee on an unpaid leave of absence shall not be entitled to any fringe benefits, but shall have the right to continue health insurance at the employee cost providing arrangements are made with the Highway Clerk.

(c) There are no other paid leaves of absence except as defined in this agreement.

ARTICLE XIV
AGENCY SHOP

The parties agree to the initiation of an agency shop and the charging of an agency fee to non-member unit employees. Such agency fee deduction shall be an amount equivalent to the dues levied by the Union and in no case shall the agency shop fee be an amount in excess of the dues levied by the Union.

ARTICLE XV
TENURE

All employees who have completed 12 months of permanent service shall be accorded the protection of Section 75 of the Civil Service Law as it relates to removal and discipline.

ARTICLE XVI
SEVERABILITY

Section 1. In the event that any provision of the agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any of the other provisions of this agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 2. In the event of a change in any statute which would amend or modify any provision of this agreement, or other terms and conditions of employment, the parties hereby agree to meet for the purpose of re-negotiating those provisions by said change.

ARTICLE XVII
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

Section 1.

(a) Nothing in this agreement shall be construed as delegating the authority conferred by law on any elected or appointed official of the Town of Callicoon, or in any way to reduce or abridge such authority.

(b) The rights and responsibilities of the employer include, but are not necessarily limited to the following:

To determine the standard of services to be offered by the Town of Callicoon, not inconsistent with applicable law;

To direct employees in their respective positions;

To hire, promote, transfer, assign, lay-off and retain employees and to suspend, demote, discharge or to take disciplinary action against employees;

To maintain the efficiency of government operation entrusted to them;

To determine the method, mean and personnel by which such operations are to be conducted;

To take whatever action may be necessary to carry out the mission of the Highway Department when one is concerned in a situation of emergency.

ARTICLE XVIII
APPROVAL OF THE LEGISLATIVE BODY

Pursuant to Section 204-a of the Public Employees Fair Employment Act, 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.

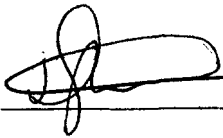
ARTICLE XIX
ENTIRE AGREEMENT

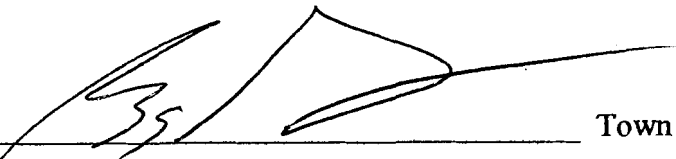
The terms and provisions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations, agreements, or past practices, either verbal or written, between the parties hereto with respect to the subject matter.

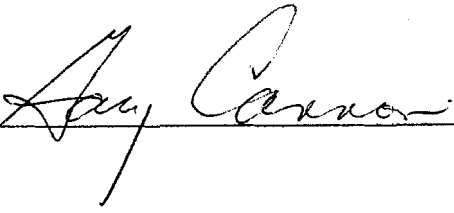
ARTICLE XX
DURATION OF AGREEMENT

The terms and provisions of this agreement shall be effective January 1, 2006 and shall terminate December 31, 2010.

In witness whereof, the parties hereto have ratified this agreement and have caused the same to be executed by their duly authorized representatives.

By:  _____ Union Negotiating Team

By:  _____ Town of Callicoon Supervisor

By:  _____ Labor Relations Specialist

Memorandum of Agreement between
The Town of Callicoon (Employer) and
The CSEA, Inc. Town of Callicoon Unit (Union)

#1. The term of the agreement shall be from January 1, 2006 through December 31, 2010.

#2. Compensation:	HME0	New Hire HME0	Working Supervisor	Percent
Rates: Effective 1/1/2006	15.87	14.87	16.87	3%
Effective 1/1/2007	16.35	15.35	17.35	3%
Effective 1/1/2008	16.84	15.84	17.84	4%
Effective 1/1/2009	17.51	16.51	18.51	3%
Effective 1/1/2010	18.04	17.04	19.04	3%

#3. Article VI Amend by addition of: Section 5. COMPENSATORY TIME –
Compensatory time may be considered a manner of payment in lieu of overtime pay.
Employees shall be entitled to select either payment or compensatory time, at the
appropriate overtime rate, for overtime hours worked by them between November 1st and
April 1st and is subject to the following conditions:


- a. Employees shall be entitled to accrue compensatory time to a maximum of sixteen (16) hours per year.
- b. Accumulated compensatory time must be utilized by April 30th of each year. In the event that an employee has not used his/her time by April 30, the time will be paid not later than the second scheduled pay day in May at the prevailing pay rate.
- c. Notification for the use of and utilization of compensatory time shall be the same as for vacation time.

#7. The bargaining parties agree that all other proposals shall be deemed withdrawn and that the terms of this agreement shall not become effective until ratified by the Union and approved by the Town of Callicoon Town Board.

Agreed: On this 2/4th day of NOVEMBER, 2005



(Gregg Semenetz, Supervisor)



(Howard Fuchs, Councilman)



(Doug Peters, Negotiating Team)



(Dane Hauser, Negotiating Team)

SALARY SCHEDULE "A"

Section 1. Effective January 1, 2006, salary schedules shall be as follows:

Effective January 1, 2006 - increase of 3%
Effective January 1, 2007 - increase of 3%
Effective January 1, 2008 - increase of 4%
Effective January 1, 2009 - increase of 3%
Effective January 1, 2010 - increase of 3%

Section 2. HMEO new hires = one dollar (\$1.00) less per hour than the HMEO rate.
HMEO new hires who have completed twelve (12) months of continuous service with the Town shall be placed at the prevailing HMEO rate.

Rate Schedule Effective Date	HMEO	New Hires HMEO	Working Supervisor
1/1/06	15.87	14.87	16.87
1/1/07	16.35	15.35	17.35
1/1/08	17.00	16.00	18.00
1/1/09	17.51	16.51	18.51
1/1/10	18.04	17.04	19.04

SCHEDULE B

Optional Coverage

Application of Unused Sick Leave as Additional Service Credit (Section 41-j)

New York State employees will have unused sick leave added to their service credits on a one day for one day basis, **provided the member is not paid a cash payment** for the sick leave. A maximum of 165 days may be credited.

This time **cannot** be used to qualify a member for a benefit. It may only be used to increase the amount of the benefit once the member has qualified otherwise.

Guaranteed Ordinary Death Benefit – (60-B)

Three times the last year's salary rounded to the next higher multiple of \$1,000.00 to a maximum of \$20,000.00. This benefit is payable if it exceeds the regular Ordinary Death Benefit.

GRIEVANCE PROCEDURE

PREAMBLE

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint, reprisal.

Section I Definitions

a. Employee shall mean any person(s) covered by the agreement as provided for under "Article III - Recognition, Bargaining Unit", and "Dues Check-Off".

b. Employer shall mean the Town of Callicoon and its representatives.

c. Association of Union shall mean the Civil Service Employees Association, and its representatives.

d. Grievance shall mean any claimed violation, misrepresentation or improper application of this agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees, or any other matter in which the employee feels he has been dealt with unfairly.

e. Supervisor shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

f. Days shall mean all days other than Saturday, Sunday, and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

g. All matters covered under Section 75 of Civil Service Law shall not be subject to this grievance procedure.

Section II
Rights of the Parties

a. Rights of grievant:

1. The grievant may select the Unit President or his designee and/or a CSEA staff representative to assist him in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than CSEA.

2. The grievant shall have access to all written statements, records and materials relating to the grievance which are part of the personnel file.

b. Rights of the Association:

1. The Association shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith, and of any decision rendered pursuant to this procedure.

2. The Association shall have the right to submit briefs to support or refute allegation of any party in a grievance.

3. The Association shall have the right to submit grievances on its own behalf.

c. Mutual Rights:

In the event of the unexcused failure on the part of an aggrieved party to be timely the grievance shall be deemed to be withdrawn. If the Employer or his representative fail to make a decision within the required time period, the aggrieved party may proceed to the next step of the grievance procedure.

Section III
Presentation

Step One - Immediate Supervisor:

1. An employee who claims to have a grievance shall present his grievance to Highway Superintendent orally, and in writing with copy to the supervisor within twenty (20) days of its occurrence or of when the employee becomes aware of it, shall file within ten (10) days.

2. The Highway Superintendent or his designee shall meet with the parties to resolve the grievance within three (3) working days. After the meeting, he shall render a decision within two (2) working days.

Step Two - Town Board:

The aggrieved party, if not satisfied with the decision at step one, may, within five (5) working days, request in writing a conference with the Town Board of Callicoon. The conference shall be held within (10) working days after it is requested and a decision shall be made within five (5) working days after the conclusion of the conference, with copies of the decision to the aggrieved party and his representative.

Step Three - Binding Arbitration:

In the case of grievances concerning the interpretation of this agreement or breaches or claimed breaches hereof, CSEA may substitute itself for the aggrieved party and appeal an unsatisfactory decision at Step Two within twenty (20) working days and in accordance with the rules of the Public Employment Relations Board. The decision arrived at shall be final and binding upon both parties to the agreement, subject to appeal in accordance with the terms of Article 76 of the CPLR.

The fees and expenses of the arbitration shall be borne equally by the parties.

The arbitrator shall hold a hearing within twenty (20) working days after he has been selected and should render a decision within twenty (20) working days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this agreement, nor render any decision which contravenes established law, regulation or ordinance.

