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#### **Contract Database Metadata Elements**

Title: **Chatham, Village of and Village of Chatham Employees Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Columbia County Local 811 (2003)**

Employer Name: **Chatham, Village of**

Union: **Village of Chatham Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Columbia County 811**

Effective Date: **06/01/03**

Expiration Date: **05/31/07**

PERB ID Number: **7543**

Unit Size: **32**

Number of Pages: **22**

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# AGREEMENT

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by and between the

VILLAGE OF CHATHAM

and

CSEA, Local 1000 AFSCME,  
AFL-CIO



Village of Chatham Unit  
Columbia County Local 811

**RECEIVED**

APR 09 2004

June 1, 2003 - May 31, 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

32



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## ARTICLE I / RECOGNITION AND DUES REDUCTION

### Section 1. Recognition

Pursuant to the Public Employees' Fair Employment Act, the Village of Chatham recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the sole and exclusive representative for all employees (appointed), excluding the assessors and village clerk/treasurer, for the purpose of collective negotiations for all conditions of employment and the administration of grievances for the maximum period stipulated by the Public Employees' Fair Employment Act.

### Section 2. Prohibition of Strikes

The CSEA affirms that it does not assert the right to strike against the Village, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

### Section 3. Dues Deductions

A) The Village shall deduct from the wages of the employees and remit to the CSEA, Inc., deductions for those employees who sign authorizations permitting such deductions.

B) The CSEA shall have exclusive dues deductions and for CSEA sponsored insurance programs, and no other employee organization or union shall be permitted membership dues deduction.

C) The Village agrees to remit said deductions at least monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

D) The Village hereby agrees to deduct from the wage and salary of every non-member in this negotiating unit an agency shop fee in the amount of dues levied by the CSEA, Inc., and to transmit said sums in a separate check to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210.

E) The Village agrees to send a list containing the names, addresses, social security numbers and dollar amount of those agency shop fee employees.

### Section 4. Listing of Employees

The Village shall provide to the CSEA at least bi-monthly a listing of all employees in the bargaining unit.

## ARTICLE II / COMPENSATION

### Section 1. Salaries

Effective June 1, 2003, all employees covered by this Agreement will receive the salary increase as indicated in Appendix "A" / Salary Schedule.

Effective June 1, 2004, all employees covered by this Agreement will receive the salary increase as indicated in Appendix "A" / Salary Schedule.

Effective June 1, 2005, all employees covered by this Agreement will receive the salary increase as indicated in Appendix "A" / Salary Schedule.

Effective June 1, 2006, all employees covered by this Agreement will receive the salary increase as indicated in Appendix "A" / Salary Schedule.

### Section 2. Premium Pay

A) All employees shall be paid at the rate of time and one-half their regular rate of pay for all hours worked in excess of 40 hours per week.

B) Employees required to work on a holiday shall receive his/her regular holiday pay, plus time and one-half for all hours worked on the holiday.

C) Sick leave, holidays and vacation days shall be considered as hours worked in the computation of overtime. Vacation time must be used in units of one-half (1/2) day or more to count toward the computation of the normal work week.

D) Workday - Eight (8) hours per day / Workweek - five (5) consecutive days, eight (8) hours per day, forty (40) hours in total.

E) Employees must work day before and day after holiday to receive premium pay. This provision may be exempted by the Board.

F) All part-time employees who are required to work on a holiday shall receive time and one-half for all hours worked on the holiday.

### Section 3. Emergency Call-In

Employees called in for an emergency shall be guaranteed a minimum of three (3) hours pay.

**ARTICLE III / PENSION**

Section 1. New York State Employees' Retirement System

The Village shall provide a pension program for employees as follows:

Police: Section 384D NYS Employees' Retirement System

Other Employees: Section 75g NYS Employees' Retirement System (25 Year Plan); Article 14 & 15

**ARTICLE IV / HOSPITALIZATION AND MAJOR MEDICAL INSURANCE**

A) For full-time employees hired prior to May 31, 2002, the Village will pay 100% coverage for both individuals and dependents for the Blue Shield Community Blue and Community Health Plan.

The Village will assume the cost of the deductible for employees enrolled in the Blue Shield Plan.

The Village will provide the employees with Blue Shield Prescription Drug Program for individual or family coverage.

There shall be a two dollar (\$2.00) co-pay for generic drugs or four dollar (\$4.00) co-pay for name brand drugs for those enrolled in the Community Blue Plan. This provision shall not apply to employees hired after June 1, 1980.

The Village retains the right to change Health Insurance Carriers. Should they exercise this right, the Village agrees to maintain coverage, which is equally comparable or better.

For employees hired after June 1, 2002, any increase in the June 1, 2002 Health Insurance premiums shall be borne by the employee.

B) Vision Care

The Village shall contribute two-hundred and fifty (\$250) dollars per unit member for vision coverage to either offset premium expenses or personal vision expenses upon proof of vision expenses. Employees must purchase safetyglass eyewear.

C) Retirement Health Insurance

Any employee who retires from the Village (minimum age 65), and who has completed a minimum of ten (10) years of service shall be entitled to fully paid individual and dependent coverage.



**ARTICLE V / DEFINITION OF EMPLOYEES**

A) Full-Time Employees

One whose job has been designated a full-time position and usually works forty (40) hours per week. Other full-time schedules may be adopted with consultation with the Union.

B) Part-time Employees

An employee who works on a part-time basis. Those hired on a temporary or seasonal basis not to exceed six (6) months.

**ARTICLE VI / HOLIDAYS WITH PAY**

A) Full-time employees shall be granted twelve (12) holidays with pay as follows:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| President's Day        | Veterans Day           |
| Good Friday            | Thanksgiving Day       |
| Memorial Day           | Day After Thanksgiving |
| Independence Day       | Christmas Day          |

B) Police Department

Holiday pay shall be paid to the employee who works the day the holiday is observed. Holidays for the purpose of computing holiday pay shall be the day the holiday is observed and not the day of the holiday.

**ARTICLE VII / LEAVES**

Section 1. Sick Leave

A) All full-time employees shall accrue one (1) day of sick leave per month, cumulative to one hundred-twenty (120) days. The Village may require certification from an employee's physician in order to verify illness after three (3) consecutive days of illness.

**ARTICLE VII / LEAVES (CONTINUED)**

Section 1. Sick Leave (Continued)

B) After the first week of sick leave, the Village will pay the difference between the disability insurance allowance and the employee's full salary up to the total accumulated sick leave, after which, the employee will be entitled to disability payments only.

C) Village Clerk will be notified daily by the appropriate supervisor of all men not working and the reason for such absence (i.e., sick leave, personal leave, vacation, etc.)

Section 2. Personal Leave

A) A maximum absence of three (3) working days per year, non-cumulative, will be approved for personal reasons for full-time employees at the discretion of the department head, or in cases involving the department head, the appropriate Village trustee. Personal leave may be used as sick leave provided the employee has exhausted all sick leave accumulation.

B) Employees need not specify the exact nature of the use of the personal business day, but must write the word "Personal" on the request for personal leave.

C) Each full-time employee shall be entitled to three (3) days bereavement leave per death in the immediate family. Immediate family shall include mother, father, spouse, mother-in-law, father-in-law, sister, brother, child or step-child. Bereavement leave for grandparents may be charged to sick leave.

Section 3. Annual Leave

A) All full-time, twelve (12) month employees will be eligible for paid vacation as per the following schedule:

Upon completion of	1	year	-	10	days	
"	"	2	years	-	11	days
"	"	3	years	-	12	days
"	"	4	years	-	13	days
"	"	5	years	-	14	days
"	"	6 - 9	years	-	15	days
"	"	10	years	-	16	days
"	"	11	years	-	17	days
"	"	12	years	-	18	days
"	"	13	years	-	19	days
"	"	14	years	-	20	days

**ARTICLE VII / LEAVES (CONTINUED)**

**Section 3. Annual Leave (Continued)**

- B) Vacations may be accumulated up to fifteen (15) days.
- C) Vacation schedules shall be posted by the Village Clerk prior to June 1st.

**Section 4. Administration Leave**

- A) One (1) member of the Association shall be granted leave with pay to attend meetings of CSEA. Such leave days shall not exceed an aggregate total of five (5) days in any fiscal year of the Village.

**ARTICLE VIII / LABOR/MANAGEMENT MEETINGS**

Joint Labor/Management meetings will be held on the call of either party.

**ARTICLE IX / SENIORITY RIGHTS**

**Section 1. Seniority**

- A) Seniority shall be defined as length of service from date of first employ, with no breaks in service over one (1) year.
- B) Seniority shall determine preference for vacations, other leaves, overtime, layoffs by department consistent with the operating needs of the Village.
- C) Seniority shall be the determining factor for promotional opportunities when all other factors of qualification are considered equal.
- D) All part-time employees shall be given pro-rated time toward seniority based on hours worked toward the same position on a full-time basis.
- E) All part-time employees shall be laid off first before any full-time employees and shall be accomplished in the inverse order of seniority by department.

## **ARTICLE X / EMPLOYEE ORGANIZATION RIGHTS**

### **Section 1. Bulletin Boards**

A) The CSEA shall be allowed to post notices, bulletins and other union material on bulletin boards maintained on the premises and facilities of the Village. Material posted shall be approved by the Unit President and shall not be obscene, defamatory, slanderous, disruptive of the educational process or advocate any action not consistent with appropriate statutes. If the Village deems that such material violates the above criteria, it may be removed and be subject to the grievance procedure.

### **Section 2. Access to Employees**

A) The Village shall grant access to employees during the working hours by officers and agents of the union, including the Unit President, for purposes of adjusting grievances and administering the terms and conditions of this Agreement.

B) An employee who is designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations.

### **Section 3. Use of Facilities**

The CSEA shall have the right to use of Village facilities for Unit meetings.

## **ARTICLE XI / UNEMPLOYMENT INSURANCE**

### **Section 1.**

A) The Employer shall provide unemployment insurance benefits comparable to those payable under the law at no cost to the employee.

B) Disability Insurance shall be provided by the Employer at no cost to the employee.

**ARTICLE XII / POSTING OF VACANCIES AND PROMOTIONAL OPPORTUNITIES**

Section 1.

A) The Village agrees to post notices of all vacancies and promotional opportunities in the bargaining unit on bulletin boards.

Section 2.

A) The Village reserves the right to reorganize and/or merge Departments.

**ARTICLE XIII / PROTECTION OF EMPLOYEES**

Section 1. Disciplinary Procedure

A) Competitive employees, veterans and exempt volunteer firemen are entitled to the disciplinary procedures defined in Section 75 of the Civil Service Law, upon completion of their probationary period of employment of six (6) months.

Labor and non-competitive class employees will receive the above protection after one (1) year of service.

**ARTICLE XIV / REVIEW OF PERSONAL HISTORY FOLDER**

An employee shall have an opportunity to review their personal history folder in the presence of an appropriate official of the department or agency upon fifteen (15) days notice, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse. The personal history folder shall contain all memoranda or documents relating to such employee's performance on their job which contain criticism, commendation, appraisal or rating of such employee's performance on their job. Copies of such memoranda or documents shall be sent to such employee simultaneously with them being placed in their personal history folder.

**ARTICLE XV / PAST PRACTICE**

Section 1. The employer agrees not to diminish or impair any benefit or privilege provided by law, rule, regulation or past practice during the term of this Agreement.

**ARTICLE XVI / PRINTING OF AGREEMENT**

Section 1. The Village shall make copies of the Agreement for distribution to all employees in the bargaining unit.

**ARTICLE XVII / COMPATIBILITY WITH LAW**

Section 1. Governing Laws

A) The Public Employees' Fair Employment Act, the other provisions of the Civil Service Law, the local laws of Columbia County and the Village, which are not inconsistent with said Act and the Civil Service Law, shall govern the terms of this Agreement.

Section 2. Conformity of Law

A) If any legislation or court decision renders any portion of the Agreement invalid or unenforceable, said provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect.

**ARTICLE XVIII / TERM OF AGREEMENT**

This Agreement shall become effective June 1, 2003, upon date of signature and terminate at the close of business on May 31, 2007.

**ARTICLE XIX / UNIFORMS FOR POLICE, WATER, SEWER & HIGHWAY DEPARTMENTS**

A) A uniform and equipment allowance shall be granted to all members of the Police Department subject to the following conditions:

1. The uniform allowance may be used toward the purchase of a duty weapon every five (5) years. The following conditions must be met:
  - a. Prior approval from department head is required.
  - b. Weapon must be replaced for a reason:
    1. Weapon worn, defective, etc.
    2. Department required change in weapon.
  - c. If a duty weapon has been purchased on a prior clothing allowance, proof must be shown that this weapon has been:
    1. Traded
    2. Sold
    3. Destroyed
  - d. Weapon must be duty weapon as required by Department Rules and Regulations.

**ARTICLE XIX / UNIFORMS FOR POLICE, WATER, SEWER & HIGHWAY DEPARTMENTS  
(CONTINUED)**

2. Employees must be on the payroll for a minimum of six (6) months prior to the allowance being granted.
3. All employee receiving clothing allowances must show receipts before allowance is paid.
4. Allowance must be used within the fiscal year that it is granted.

Full-time Officer \$850.00  
Part-time Officer \$550.00

To qualify, part-time officers must work at least sixty (60) hours per month, for each six (6) month period. If a part-time officer works less than sixty (60) hours per month, they will lose seventy six (\$ .76) cents per hour for each hour below the sixty (60) hour minimum. The pro-rated figure will be on an average of sixty (60) hours per month, figured twice a year.

B) A Three-Hundred Dollar (\$300.00) clothing allowance shall be granted to all full-time employees of the Water/Sewer and Highway Departments, and other titles agreed upon. Part-time employees shall receive a pro-rated amount. All allowances subject to receipts.

**ARTICLE XX / MANDATED PROVISION OF THE LAW**

Notice is provided by Section 204-A of the Civil Service Law as amended:

**"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 XXI / NEGOTIATION PROCESS**

A) The parties to this Agreement agree that either party wishing to discuss any addition to this Agreement that is non-monetary in nature may do so by notifying the other party at least two (2) weeks in advance so that the appropriate arrangements for each side may be accomplished. The parties that each must contact for this provision shall be the Mayor, the President of the Unit and the Field Representative for CSEA.

ARTICLE XXI / NEGOTIATION PROCESS (CONTINUED)

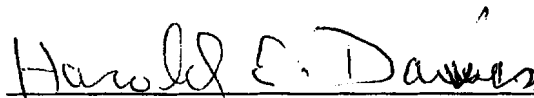
B) Negotiations shall commence no later than January 15th of the year the contract is to expire.

FOR THE VILLAGE OF CHATHAM



PAUL BOEHME, MAYOR

FOR VILLAGE OF CHATHAM UNIT OF THE  
COLUMBIA COUNTY LOCAL #811, CSEA



HAROLD DAVIS, UNIT PRESIDENT

DATED:

12-2-03



ANDREW A. MACDONALD  
LABOR RELATIONS SPECIALIST



**APPENDIX A**

**Existing Employees Off Steps**

<b><u>Department</u></b>	<b><u>90% Job Rate(2003)</u></b>	<b><u>95% Job Rate(2003)</u></b>	<b><u>2003-04 Rate</u></b>	<b><u>2004-05 Rate</u></b>	<b><u>2005-06 Rate</u></b>	<b><u>2006-07 Rate</u></b>
<b>PUBLIC WORKS:</b>						
Director	\$33170	\$35012	\$ 36855	\$ 37776	\$ 38720	\$ 39688
Working Foreman	29879	31539	33199	34029	34880	35752
Mechanic/Equip. Operator	27069	28573	30077	30829	31594	32384
Sr. Equip. Operator	22617	23874	28420	29131	29859	30605
Sewer Maint. Operator/Equip Operator	27069	28573	30077	30829	31594	32384
Equip. Operator	21563	22761	23959	24558	25172	25801
Asst.Sewer Maint. Opr./Equip. Optr.	22885	24157	25428	26064	26716	27384
Laborer 20226	20587	21730	22874	23446	24032	24633
<b>POLICE:</b>						
Chief	36572	38604	40636	41652	42693	43760
Asst. Chief	32288	34081	35875	36772	37691	38633
Patrolman	25412	26823	28235	28941	29665	30407
Patrolman (2 stripes)	26591	28069	29546	30285	31042	31818
Patrolman (3 stripes)	29489	31127	32765	33584	34424	35285
Part-time Police	\$10.39/hr.	\$10.96	\$11.54	\$11.83	\$12.13	\$12.43
Police Laborer	\$8.41	\$8.87	\$9.34	\$9.57	\$9.81	\$10.06
Asst. Clerk	\$10.39/hr.	\$10.96	\$11.54	\$11.83	\$12.13	\$12.43

**NEW EMPLOYEES:**

Year 1 of Employment - 90% of Job Rate  
Year 2 of Employment - 95% of Job Rate  
Year 3 of Employment - Job Rate

**APPENDIX "A" / SALARY SCHEDULE (CONTINUED)**

Salary steps shall be granted to all employees hired before December 1st.

A part-time employee who works for the Village of Chatham and is hired on a full-time basis will be hired on the second step provided that his/her prior time amounted to a minimum of 2,000 hours. A maximum of the third step will be allowed if the employee has at least 4,000 hours.

Employees who are granted a promotion shall be entitled to the salary which guarantees the employee at least an increment of the new salary. Such employees shall be placed on the salary schedule step within the salary grade that ensures at least a salary step of the employee's new salary. In no event shall an employee, upon promotion, be placed in a higher step than the step held in the former position.

Addition of a student rate for summer employment will be added. There will be no loss of present jobs as a result of this practice.

APPENDIX "B"

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 or reprisal.

Section 1. DEFINITIONS

A) "Employee" shall mean any person(s) covered by this Agreement as provided for under Article I.

B) "Employer" shall mean the Village of Chatham and its representatives.

C) "Association" or "Union" shall mean the Civil Service Employees Association, Inc., and its representatives.

D) "Grievance" shall mean any claimed violation, misrepresentation or improper application of this Agreement or of any laws, rules, procedures, regulation, administrative order or work rules of the Employer, or those matters affecting the employee's 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 they 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 or Holiday(s) 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.

Section 2. RIGHTS OF THE PARTIES

A) Rights of the Grievant

1. The grievant may select the Local President or their designee and/or CSEA Staff Representative to assist them in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization other than CSEA.

**APPENDIX "B" / GRIEVANCE PROCEDURE (CONTINUED)**

A) Rights of the Grievant (continued)

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 their representative fail to make a decision within the required time period, the grievance shall be deemed to be resolved in favor of the aggrieved.

Section 3. PRESENTATION

**STEP 1 IMMEDIATE SUPERVISOR**

1. An employee who claims to have a grievance shall present their grievance to their supervisor or department head orally within twenty (20) days of its occurrence or of when the employee becomes aware of it.

2. The immediate supervisor shall meet with the parties to resolve the grievance within three (3) days. After the meeting, he/she shall render a decision within two (2) days.

**STEP 2 DEPARTMENT HEAD**

The aggrieved party, if not satisfied with the decision at Step 1, may, within ten (10) days, request a review by the department head or their designee. Such request shall be in writing with a copy to the immediate supervisor. The department head or their designee shall convene a conference within five (5) days after receipt of the request for said conference. The department head or their designee shall render a decision in writing within five (5) days after the conclusion of the conference with copies to the aggrieved party and their representative.

**APPENDIX "B" / GRIEVANCE PROCEDURE (CONTINUED)**

**STEP 3 BOARD OF TRUSTEES**

The aggrieved party, if not satisfied with the decision at Step 2, may, within five (5) days, request in writing a conference with the Board of Trustees. The conference shall be held within five (5) days after it is requested and a decision shall be made within five (5) days after the conclusion of the conference; copies of the decision to the aggrieved party and their representation.

**STEP 4 ARBITRATION**

In the case of grievance 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 3 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 75 of The CPLR.

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

The arbitrator shall hold a hearing within twenty (20) days after they have been selected and should render a decision within twenty (20) 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 and shall not render any decision which contravenes established law, regulations or ordinance.

**GENERAL CONSIDERATIONS**

1. All grievance discussions, meetings, conferences and hearings shall be conducted as much as possible during the normal work day.
2. The time limits at any step may be extended by written mutual consent of the parties.
3. All necessary time the employee requires shall be granted for preparation of their grievance at all stages. Said time to be considered not chargeable to any of the employees' accrued leave.
4. Verbatim minutes shall be taken at all arbitration hearings; copies of said minutes furnished to all the parties; cost of such minutes to be borne equally by the parties.

APPENDIX "C"

LONGEVITY STEPS

LONGEVITY STEPS

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
0 - 5	\$ .00
6 - 10	\$ 500.00
11 - 15	\$1,500.00
16 - 20	\$ 500.00
21 +	\$ 500.00

1. Longevity steps will be given on the anniversary date of the employee's employment. Longevity pay will be divided by 52 weeks and 1/52 will be added to the employee's gross pay after all other payments are made.
2. Longevity steps will not be awarded to part-time employees.

