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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF SOMERSET

and

TEAMSTERS LOCAL 264

(Public Works Unit)

January 1, 2013 – December 31, 2013

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 Somerset, hereinafter referred to as the "Town", and the Teamsters Local 264, hereinafter referred to as the "Union."

2 MANAGEMENT RIGHTS

2.1 Policy and Governance

2.1.1 Management Rights Clause: The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for services; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this Collective Bargaining Agreement.

Notwithstanding the above, there shall be no layoff of then current employees as a direct result of the Town contracting or subcontracting work that is exclusively performed by the bargaining unit.

2.1.2 Supervisors Performing Bargaining Unit Work: The Superintendent of Highways, Deputy Superintendent of Highways, and Water Superintendent may perform bargaining unit work to meet the operating needs of the department provided this does not interfere with the Procedure for Assigning Additional Hours in 5.2.2 below.

2.2 Filling of Vacancies

2.2.1 Selection: The Town will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Town. Seniority will be a significant, but not sole, determining factor.

2.2.2 Residency Requirement: All regular full-time employees, as a condition of employment, must be residents of the Town of Somerset.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The Town recognizes the Union as the exclusive collective-bargaining representative with respect to all terms and conditions of employment that are mandatory subjects of negotiations for employees identified in 3.2.1, below.

3.2 Definition of Bargaining Unit

3.2.1 Inclusion: Included in the bargaining unit are all regular full-time Motor Equipment Operators in the Town of Somerset Highway Department and all regular full-time employees in the Water/Wastewater Department in the following job titles: Lab Director (Wastewater); Water/Wastewater Maintenance Person; and, Laborer.

3.2.2 Exclusion: Excluded from the bargaining unit are the Superintendent of Highways, Deputy Superintendent of Highways, Water/Wastewater Superintendent, temporary employees, seasonal employees, clerical employees, and all other employees employed in the Town of Somerset Highway Department and Water/Wastewater Department not listed in 3.2.1 above.

In the event a member of the bargaining unit is appointed Deputy Superintendent of Highways and continues to perform bargaining unit work, that person will remain in the bargaining unit and continue to receive the full benefits of the Collective Bargaining Agreement. In accordance with Highway Law, the Town may rescind the appointment at any time and such action will not be subject to the grievance procedure.

3.2.3 Full-time Employee: For the purpose of this Collective Bargaining Agreement, a "regular full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year. All regular full-time employees, as a condition of employment, must be residents of the Town of Somerset.

3.2.4 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 less than **twenty-eight** hours per week throughout the year. This means that the Town may not regularly schedule an employee to work between 28 and 40 hours.

3.2.5 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 on an as needed basis or to replace an employee who is on an approved leave of absence.

3.2.6 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a "seasonal employee" shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste or other traditional summer duties, or to assist in snow removal. All seasonal employees must be residents of the Town of Somerset.[Agreed 5-20-2013]

3.2.7 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted to the New York State Public Employment Relations Board in accordance with its rules and procedures.

3.3 Union Membership/Agency Shop

3.3.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town and the Town will deduct and remit the dues, initiation fees, and/or assessments in accordance with 3.4.3, below.

3.3.2 Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct and remit the service fee in accordance with 3.3.3, below.

3.3.3 Dues/Fees: The Town will deduct initiation fees membership dues or agency shop fees, as the case may be, from the pay of each employee at the close of each pay period and remit the sum to the Union, as requested by the Union. The Union will notify the Town of the amount to be deducted.

3.3.4 Indemnification Clause: The Town assumes no obligation with respect to the obtaining of authorization cards. The Union shall indemnify the Town and hold it harmless against any and all claims, demands suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions above.

3.4 Leave for Contract Administration

3.4.1 Investigation and Presentation of Grievances: The Union may designate one or more bargaining unit employees as Shop Stewards. A Shop Steward will be allowed release time, without loss of pay or leave credits, to present grievances to management. However, leave shall be without pay to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board.

3.4.2 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 only when the Town Supervisor or the appropriate Department Head has requested the meeting.

3.4.3 Requests for Release Time: Requests for the use of release time shall be made to the Town Supervisor or the appropriate Department Head as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the work duty until it has been approved by the Town Supervisor or the appropriate Department Head.

3.5 Leave for Negotiations

3.5.1 Eligible Employees: The Union may designate up to two employees to attend negotiations with the Town, one from the Highway Department and one from the Water/Wastewater Department. The representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled between the Town and the Union.

3.6 Bulletin Board

3.6.1 The Employer agrees to provide suitable space for the Union bulletin board in each location, terminal or place of work. Postings by the Union on such boards are to be confined to official business of the Union. The Employer will provide said bulletin boards.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: Except as otherwise provided in the Rules for the Classified Civil Service for Niagara County, an employee appointed from an open-competitive list must serve a probationary period of fifty-two weeks. The length of the probationary period may be extended in accordance with the Rules for the Classified Civil Service for Niagara County. Except as otherwise provided in the Rules for the Classified Civil Service for Niagara County, an employee's original appointment to a position in the exempt, non-competitive, or labor class shall be for a probationary period of fifty-two weeks. The length of the probationary period may be extended in accordance with the Rules for the Classified Civil Service for Niagara County.

4.1.2 Failure to Successfully Complete Probationary Period: The Town may dismiss an 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 Promotions/Transfers: Notwithstanding the provisions of 4.1.1, above, an employee who is promoted or transfers into a position in the *non-competitive* class shall be placed on probation for a period of fifty-two weeks. At any time during this period, the Town may rescind the promotion and the employee will be reinstated to the employee's previous position. The decision as to rescinding the promotion will not be subject to the Grievance Procedure or Disciplinary Procedure, but the failure to reinstate the employee to the previous position may be submitted to the Grievance Procedure.

4.2 Seniority

4.2.1 Service Seniority: Seniority will be determined by the employee's length of continuous service with the Town of Somerset.

4.2.2 Computation of Seniority: For the purpose of calculating the length of service of a regular full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a regular 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 Workers' Compensation & Military Leave: An employee who is on Workers' Compensation, and is not drawing on paid leave credits, or who is on military leave, 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" and the employee's anniversary date will not be adjusted.

4.3 Layoff Procedure

4.3.1 First to be Laid Off: In the event of a reduction in the number of positions in a competitive job title within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service agency. Except as otherwise provided in the rules and regulations of the local Civil Service agency, in the event of a reduction in the number of positions in a non-competitive or labor class job title within the bargaining unit, the employee within that job title with the least service seniority will be the first to be laid off.

4.4 Recall Procedure

4.4.1 Recall to Same Job Title: In the event there is a vacancy in a job title in the competitive class where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service agency. In the event there is a vacancy in a job title in the non-competitive or labor class 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.

4.4.2 Duration of Recall Rights: An employee in the non-competitive or labor class who is laid off will be eligible for recall under 4.4.1, above, for a period equivalent to the employee's years of service or up to three years, whichever is less, from the date the employee was laid off.

4.5 Performance Appraisal

4.5.1 Statement of Purpose: The purpose of a performance appraisal is to evaluate employee performance. The performance appraisal will take into consideration criteria that properly reflect the employee's performance including, but not limited to, the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, and communication skills. The employee's performance appraisal may be considered as a factor in promotion or disciplinary action.

4.5.2 Frequency: An employee will be formally evaluated at least once each year on a date determined by the employee's Department Head. Informal evaluations will occur on an as needed basis throughout the performance cycle.

4.5.3 Appraisal Meeting: The evaluator will meet with the employee to review the employee's performance appraisal report.

4.5.4 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

4.5.5 Employee Comments: An employee's written comments, if any, will be included with the performance appraisal report.

4.6 Personnel File

4.6.1 Location of Files: All original personnel records for current employees will be kept in the Town Supervisor's office and will be maintained and controlled by the Secretary to the Supervisor. All employee medical records will be kept in a separate file apart from the employee's personnel file in the Town Supervisor's office and will be maintained and controlled by the Secretary to the Supervisor. All employee substance testing records will be kept in a separate file apart from the employee's personnel file in the Town Clerk's office and will be maintained and controlled by the Town Clerk.

4.6.2 Change in Status: An employee must as soon as possible, notify the Secretary to the Supervisor of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and individuals to notify in case of emergency.

4.6.3 Employee Access: A current employee may review and copy the contents of the employee's own personnel file; however, access to certain documents may be limited, for example: an employee may not have unrestricted access to attorney work products, confidential memorandums, letters of reference, and unsolicited complaints. The employee must submit a written request to the Secretary to the Supervisor. An authorized official must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee's personnel file without the approval of the Town Supervisor.

5 HOURS OF WORK

5.1 Work Schedule

5.1.1 Workday: The Town will establish the beginning and ending times of normal operation. The appropriate Department Head will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department. Once established, the beginning and ending of an employee's normal workday will not be changed without an advance written notice of at least thirty calendar days.

5.1.2 Workweek: The Town will establish the days it will conduct business and/or perform services. The appropriate Department Head will establish an employee's scheduled days of work, which may differ from the normal days of operation to meet the particular needs and requirements of the department. Once established, the employee's scheduled days of work will not be changed without an advance written notice of at least thirty calendar days.

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

5.2 Additional Hours of Work

5.2.1 Requirement / Approval: A Department Head may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the appropriate Department Head before working additional hours.

5.2.2 Procedure for Assigning Additional Hours:

Work In Progress - In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of "work in progress", the opportunity will not be offered to other employees and those employees in the affected job title (including part-time, temporary, and seasonal personnel) who are then working on the assignment will continue to work the additional hours.

In the event all of the employees who are then working are not needed, the opportunity to work the additional hours will first be offered on a seniority basis (most senior first) to those regular full-time employees in the affected job title who are then working on the assignment, provided the employee is qualified to perform the work. In the event a sufficient number of employees do not volunteer, (including part-time, temporary, and seasonal personnel), the work will then be assigned to those same regular full-time employees on a seniority basis (least senior first).

Hours Not Extending from Normal Workday - In the event there is an opportunity in a given job title to work additional hours for reasons other than emergency road conditions or snow removal requiring less than one hour with a small truck - and the hours are NOT a continuation of "work in progress" - the opportunity will first be offered on a rotational basis to regular full-time employees in that job title. In the event a sufficient number of regular full-time employees do not volunteer, the opportunity may be offered to available part-time employees, temporary employees, and/or seasonal employees. In the event a sufficient number of employees do not volunteer, the work will be assigned on a rotating basis to regular full-time employees in that job title.

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

5.2.4 Call-Out Pay: In the event that an employee is called out to work that is in addition to and does not attach to the regular hours of work, such employee will be guaranteed two hours of work if related to water/sewer/grounds and three hours of work if related to highway unit work. Pay for call out shall start from the time the employee reaches the reporting station. The appropriate Department Head may require the employee to work the minimum hours of the call out.

5.3 Meal & Rest Periods

5.3.1 Meal Period: An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the appropriate Department Head in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday.

5.3.2 Observance of Meal Periods: In accordance with New York State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

5.3.3 Rest Periods: An employee will normally receive a paid, duty-free rest period of up to thirty minutes in each workday to be taken at the discretion of the department head (e.g. one thirty minute break or two fifteen minute breaks). In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each three hours of work that is not interrupted by a meal period.

6 COMPENSATION

6.1 Wage Rates

6.1.1 Pay Schedule: The schedule set forth below will be the applicable schedule for the period January 1, 2012 through December 31, 2015, which reflects a wage increases of 1.75% retroactive to January 1, 2013, 2% effective on January 1, 2014, and 2% effective on January 1, 2015. In addition, each then current employee will receive a one-time bonus of \$250 in lieu of a wage increase for 2012 and another one-time bonus of \$150 in consideration of the employee contribution to the medical insurance premiums.

Highway	2012	1-1-2013	1-1-2014	1-1-2015
Motor Equipment Operator	\$22.67	\$23.07	\$23.53	\$24.00
Water/Wastewater	2012	1-1-2013	1-1-2014	1-1-2015
Water/Wastewater Maintenance Person	\$22.67	\$23.07	\$23.53	\$24.00

A new employee will be paid 80% of the then current job rate for the first six months of continuous employment, then 85% of the then current job rate for the next six months of continuous employment, then 90% of the then current job rate for the next six months of continuous employment, then 95% of the then current job rate for the next six months of continuous employment, and then will receive the then current job rate.

An employee who is assigned to "crew leader" will receive a stipend of \$0.40 added to the employee's base wage for each hour assigned to this responsibility.

6.2 Overtime Compensation

6.2.1 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 forty hours in a given workweek. In accordance with 5.1 above, an employee's work schedule may not be changed in a given workweek to avoid payment of overtime.

6.2.2 Credit for Paid Leave: Holidays, vacation leave, compensatory leave, personal leave, bereavement leave, military leave and jury duty leave will be included as time worked in the computation of overtime. Sick leave will not be included as time worked in the computation of overtime.

6.2.3 Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. When an employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours for all authorized overtime worked. In any calendar year, an employee may convert a maximum of **sixty** hours of overtime work into **ninety** hours in compensatory leave credits. An employee must use all compensatory leave credits within the calendar year in which they are earned or receive cash payment at the end of the calendar year at the employee's then current rate of pay.

6.2.4 Scheduling Compensatory Leave: The use of compensatory leave must be approved in advance in writing by the appropriate Department Head. Compensatory leave credits may not be used in increments of less than one hour.

6.2.5 Separation from Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

7 PAID LEAVE

7.1 Holidays

7.1.1 Designated Holidays: The holidays listed below will be observed on the date designated by the Town Board at the organizational meeting in January of each year.

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas
Labor Day	

7.1.2 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which a regular full-time employee was not scheduled to work, the holiday for such employee will be observed either on the preceding regularly scheduled day of work or on the succeeding regularly day of work, as determined by the appropriate Department Head. For example, if the holiday occurs on a Monday and that day and the preceding Sunday are the employee's regularly scheduled days off, the employee would observe the holiday on the preceding Saturday or following Tuesday, as determined by the Department Head.

7.1.3 Holiday Pay (Not Assigned to Work): 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.

7.1.4 Holiday Pay (Assigned to Work): A full-time employee who is required to work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay" or, with the approval of the appropriate Department Head, the employee will be paid for all hours worked at the employee's regular rate of pay and such employee will receive an equal amount of time off with pay at a mutually agreed upon date within sixty calendar days following the holiday.

7.1.5 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

7.2 Vacation Leave

7.2.1 Allowance (Back-loaded on Anniversary Date): 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 seven years of continuous service.

An employee who has completed seven years of continuous service will be credited with one-hundred and twenty hours of vacation leave on the employee's anniversary date and each anniversary date thereafter until the employee has completed fifteen years of continuous service.

An employee who has completed fifteen years of continuous service will be credited with one-hundred and sixty hours of vacation leave on the employee's anniversary date and each anniversary date thereafter until the employee leaves employment.

An employee **hired before January 1, 2013** who has completed twenty years of continuous service will be credited with one hundred and seventy six hours of vacation leave on the employee's anniversary date and each anniversary date thereafter until the employee leaves employment.

7.2.2 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, 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%. Employees who are absent from work due to an accepted Workers' Compensation claim shall not suffer a reduction in vacation accruals.

7.2.3 Accumulation: An employee may not accumulate vacation leave credits. Any vacation leave credits remaining unused at the end of the last business day preceding the employee's anniversary date will be cancelled.

7.2.4 Scheduling: An employee must receive prior approval from the appropriate Department Head to take vacation leave. The Department Head will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period will be given to the employee with the most service seniority. Vacation leave must be used in "half-day" increments. An employee may take vacation leave only after it has been credited.

7.2.5 Separation from Employment: An employee who resigns, retires or is laid off will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In cases of death of an employee, the Town will pay the employee's estate for any unused vacation leave.

7.3 Sick Leave

7.3.1 Allowance (monthly accrual): A regular full-time employee hired before June 1, 2013 will be credited with **eight** hours of paid sick leave each month. A regular full-time employee hired on or after June 1, 2013 will be credited with **six** hours of paid sick leave each month. The employee will be credited on the first day of the month after it has been earned.

7.3.2 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while drawing full pay on a paid leave of absence or while on an approved Workers' Compensation leave, but not while on an unpaid leave of absence.

7.3.3 Accumulation: The maximum amount of sick leave credit shall be 1320 hours (165 eight-hour days).

7.3.4 Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness, injury, or medical procedure, and is not a benefit to which the employee is automatically entitled to use for any other unauthorized purpose. The abuse of sick leave may be cause for disciplinary action. 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.

7.3.5 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member or assist with a medical appointment. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child, who resides in the household of the employee.

7.3.6 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Department Head prior to the employee's scheduled reporting time. Unless an extended sick leave absence has been authorized, the employee must notify the employee's Department Head **each** day of the absence. These procedures must be followed to receive paid sick leave.

7.3.7 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions. Failure to provide proof of illness when required may be the basis for discipline.

7.3.8 Retirement Credit: The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave day's ÷ 260 = .50 or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

7.3.9 Separation from Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive payment for unused sick leave.

7.3.10 Sick Leave Incentive: A regular full-time employee may convert sick days to cash per calendar quarter based upon the following conditions:

1. An employee shall be entitled to cash in one sick day per calendar quarter provided that the employee has not used any sick leave during that quarter. Payment shall be made by separate check during the next month following the end of each calendar quarter;

2. An employee shall be entitled to cash in an additional two sick days per calendar year provided that the employee has at least 240 hours of sick leave credits AND has not used any sick leave during the said calendar year. Payment shall be made by separate check during the next month following the end of the calendar year;

3. An employee wishing to convert sick leave under this section will be required to submit such request in writing to the Town Supervisor.

7.4 Personal Leave

7.4.1 Allowance (front-loaded on January 1st): A regular full-time employee will be credited with twenty-four hours of paid personal leave on January 1st of each year for use during the following twelve months.

7.4.2 New Employees: 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 (rounded to the nearest whole number). For example, an employee who is hired on March 1st will be credited with twenty hours of paid personal leave; an employee who is hired on October 1st will be credited with six hours of paid personal leave. Thereafter, the employee will be credited January 1st for use during that year.

7.4.3 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.

7.4.4 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.

7.4.5 Scheduling: An employee must receive prior approval from the appropriate Department Head to take 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.

7.4.6 Separation from Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

7.5 Bereavement Leave

7.5.1 Eligibility: In the event of a death of a full-time employee's immediate family member, the employee may take a paid leave for up to three scheduled workdays from between the date of death and the day after the burial. Such leave will not be subtracted from any of the employee's leave credits.

7.5.2 Definition of Immediate Family: For purpose of bereavement leave, "immediate family member" will mean the following:

Spouse	Child / Step-child	Sibling	Parent / Step-parent
Child's Spouse	Spouse's Parent	Grandchild	Grandparent

Any relative who is a member of the employee's immediate household

7.5.3 Extended Bereavement Leave: With authorization from the appropriate Department Head, an employee may use any available paid leave credits to extend a bereavement leave. The Department Head will have total discretion in the approval of an employee's extended bereavement leave, based upon the needs of the department.

7.5.4 Bereavement Leave: An Employee may take a one day paid leave of absence to attend the funeral of a person not included within the definition of immediate family. Such leave will not be subtracted from any of the employee's paid leave credits. If no paid leave credits are available, the leave will be unpaid. The employee shall be required to provide evidence of the need to take time off for the funeral.

7.6 Jury Duty

7.6.1 Leave of Absence: In the event a regular full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave. Such leave will not be subtracted from any of the employee's leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full pay during jury duty. If the employee receives a jury stipend from the courts, such amount must be reimbursed to the Town.

7.6.2 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 appropriate Department Head.

7.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are two 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.

7.7 Volunteer Firefighters / Emergency Responders

7.7.1 Response to Calls: A regular full time employee who is an active member of the Barker Volunteer Fire Department will be permitted to respond to fire calls during working hours without loss of pay or leave credits. In the event an employee holds the rank of Fire Chief or EMS certified, the employee will be allowed to respond on the first call. Other employees who are volunteer members will be allowed to respond on the second call. In either event, the employee must return to work as soon as possible. The paid leave is limited to the extent of the employee's regular work schedule. Such leave will not be subtracted from any of the employee's leave credits.

7.7.2 Authorization Requirements: The employee must seek and receive approval from the appropriate Department Head prior to responding to an emergency call. The employee is required to return to the worksite upon completion of the emergency call, unless such call ends after the end of the employee's scheduled work shift.

7.7.3 Responding to Calls During Paid Leave: If the employee is on a paid leave from the Town (e.g. vacation, holiday, sick, personal, etc.) and the employee responds to a call, the employee will not receive additional compensation from the Town and the employee's appropriate leave time will still be charged.

8 UNPAID LEAVE

8.1 Leaves of Absence without Pay

8.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) 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, personal illness, family responsibilities, and education.

8.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

8.1.3 Conditions of Leave: The Town Board will specify the duration of an unpaid leave of absence and impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.

8.1.4 Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

9 MEDICAL-DENTAL-VISION

9.1 Medical Insurance

9.1.1 Eligibility: The Town will make available a medical insurance plan and a prescription drug plan to each eligible regular full-time employee and the employee's eligible family. The Town will not provide medical coverage to an employee who is receiving medical insurance coverage through the employee's spouse or other means.

9.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided the requisite insurance forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the insurance carrier.

Coverage paid for by the Town will cease on the last day of the calendar month in which the separating employee physically worked, if the separation is due to discharge or voluntary quit. Continuation of coverage at the employee's expense beyond that date will be in accordance with the provisions of COBRA.

9.1.3 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan's benefit structure and provider network are substantially equivalent to the then current plan.

9.1.4 Premium Payment: Effective July 1, 2013, an employee who was hired before June 1, 2013 will pay seven percent of the monthly premium for individual, two-person, or family medical coverage, as the case may be.

Effective December 31, 2015, an employee who was hired before June 1, 2013 will pay ten percent of the monthly premium for individual, two-person, or family medical coverage, as the case may be.

An employee hired on or after June 1, 2013 will pay twenty percent of the monthly premium for individual, two-person, or family medical coverage, as the case may be.

The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck.

9.2 Medical Insurance Buy-Out

9.2.1 Eligibility: A regular 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 and prescription drug 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 either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.

9.2.2 Amount of Buy-Out: Each year, an eligible employee will receive an amount equal to the annual premium co-payment for the employee's contribution to the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars.

For example, if the annual premium co-pay for the alternate plan is \$2800, the amount of the buy-out would be $\$2800 \times 1.32 = \$3696 + \$1000 = \4696 . The buy-out is subject to applicable taxes.

For another example, if there is no annual premium co-pay for the alternate plan, the amount of the buy-out would be $\$0 \times 1.32 = \$0 + \$1000 = \1000 . The buy-out is subject to applicable taxes.

9.2.3 Method of Payment: Payments shall be made bi-annually in two equal installments in July and January, following each six months of waived healthcare coverage.

9.2.4 Reinstatement: Re-entry shall be governed by the rules of the Plan provided for by the Town. Where an employee has opted out of the Town's plan and healthcare from another source becomes unavailable because of the death of a spouse, divorce, layoff, plant closing or other such reason beyond the employee's control, the employee shall be eligible to be reinstated in the Town's healthcare plan. Written notice must be provided to the Town by the employee within thirty (30) calendar days of the event that qualifies such employee's for re-entry into the plan. Thereafter, re-entry into the Town's plan shall be accomplished as soon as possible.

9.3 Dental and Vision Care

9.3.1 Eligibility: The Town will make available a dental and eye care expense reimbursement coverage for each regular full-time employee. Coverage also applies to expenses incurred by the spouse or dependent child (i.e. living at home or away at college up to age 23) of the employee.

9.3.2 Date Coverage Begins: Coverage will begin on the employee's first day of employment.

9.3.3 Allowance: The Town will provide reimbursement of dental and/or eye care related expenses up to a maximum amount of \$600 per employee in a given calendar year. If the per year maximum is not reached in a given year the balance can be carried forward and accumulated with future years. The maximum amount that can be accrued for dental/eye care benefits is \$2,800. If eligible expenses exceed \$600 in a calendar year, the excess can be held over for the following year's allocation. If other dental or eye care insurance covers part of the bill, the Town will only pay the difference (subject to the yearly maximum.) The amount of the reimbursement provided by the Town is subject to change by resolution of the Town Board.

9.3.4 Reimbursement Procedure: Reimbursement will be made upon submission of paid receipt to the Secretary to the Supervisor. The receipt must include the Doctor's name and address, the patient name, the date of service, and the amount charged. Processing of claims may take up to two weeks.

10 DISABLED EMPLOYEES

10.1 Workers' Compensation Insurance

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

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

10.1.3 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the appropriate Department Head on the proper form as soon as practical of the occurrence. The Department Head will notify the Secretary to the Town Supervisor who will complete and submit the required forms. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

10.1.4 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then compensatory leave credits, then personal leave credits, and then vacation 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 Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

10.1.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage in the event an employee incurs an on-the-job disability that is deemed to be a qualifying event in accordance with the Town's Family and Medical Leave Policy. Thereafter, 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 the required employee contribution. If the employee has exhausted all leave credits, the employee may continue medical insurance coverage in accordance with COBRA.

10.2 Short-Term Disability Insurance

10.2.1 Coverage: The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.

10.2.2 Change in Plan: The Town may, at its discretion, change carriers and/or offer an alternative short-term disability plan.

10.2.3 Premium Payment: The Town will pay the full premium for short-term disability insurance for each eligible employee.

10.2.4 Reporting of Injury: To ensure prompt coverage of the claim, the employee must submit a written report of the illness or injury on the proper form to the Secretary to the Town Supervisor as soon as possible. The Secretary to the Supervisor will provide the employee with the necessary forms. Proper medical certification will be required and must be submitted with the application form.

10.2.5 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then compensatory leave credits, then personal leave credits, and then vacation 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 Town 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.

10.2.6 Continuation of Medical Insurance: The Town will continue medical insurance coverage in the event an employee incurs an off-the-job disability that is deemed to be a qualifying event in accordance with the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short-term disability 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 the required employee contribution. If the employee has exhausted all leave credits, the employee may continue medical insurance coverage in accordance with COBRA.

10.3 Transitional Duty Program

10.3.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the Department Head may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

10.3.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less and the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings will normally occur as a result of an examination by the employee's physician; any disputes will be submitted to a State Insurance Fund consulting physician. The Town will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

10.3.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

10.3.4 Wages: While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

10.3.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

10.3.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, or refuses to submit to a medical examination ordered by the Town, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

11 RETIREMENT BENEFITS

11.1 Medical Insurance for Retired Employees

11.1.1 Eligibility and Premium Co-payments: The Town will make available the same Retiree Medical Insurance Program that is provided to other employees of the Town. It is understood that the Town Board may, at any time and at its sole discretion, change the Retiree Medical Insurance Program, including, but not limited to, eligibility, retiree co-payments toward the premium, plan design, and carrier.

12 GENERAL PROVISIONS

12.1 Safety Committee

12.1.1 Purpose: There shall be a standing Safety Committee for the sole purpose of discussing methods of improving working and safety conditions.

12.2 Driver's License

12.2.1 Requirement: An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess at the time of appointment, and must maintain throughout employment, a valid New York State driver's license. Proof of such license must be on file with the Town.

12.2.2 Commercial Drivers: An employee, who operates a vehicle which requires a Commercial Driver's License (CDL), must maintain such license throughout employment. Proof of such license must be on file with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act of 1986, a commercial driver must notify the Town within thirty days of a conviction of any traffic violation (except parking), no matter where or what type of vehicle the employee was driving.

12.2.3 Loss of Driver's License: An employee who is required to possess a driver's license or CDL license in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head in the event the license is suspended or revoked. The loss or suspension of the driver's license or CDL license may affect the employee's employment with the Town. The Town will utilize the NYS Department of Motor Vehicles' "License Event Notification Service" (LENS) to monitor activity that may negatively impact an employee's ability to maintain a required license.

12.2.4 Cost of Driver's License: The Town shall reimburse any employee the difference in cost between their regular driver's license and their Commercial Drivers License (CDL), if a CDL is required.

12.3 Training

12.3.1 The Town will provide and pay the cost of education and/or training required for an employee to maintain his/her present job classification. Employees will be compensated for travel and classroom instruction for the entire course requirement. Travel must be pre-approved prior to traveling.

12.4 Uniforms

12.4.1 Uniforms: The Town will provide necessary work uniforms and gloves for all employees. Employees are required to wear issued uniforms.

13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 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. Before filing a formal grievance, a discussion shall take place between the Union Steward and Town Representative in attempt to settle the matter in an informal fashion.

13.1.2 Step One - Formal Grievance: The Union may file a formal grievance on behalf of an aggrieved employee(s). The grievance shall specify the section of the collective bargaining agreement that was allegedly violated and include a statement of facts, times and dates, and the remedy sought. The grievance must be submitted, in writing, to the Town Supervisor within fourteen calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within five calendar days after receiving the grievance, the Town Supervisor (or designee) will meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Town Supervisor will issue a written response to the grievance, which will be given to the designated representative of Teamsters Local 264.

13.1.3 Step Two - 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 New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within twenty-one 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 Town and the Union shall share the fees of the arbitrator equally.

13.1.4 Time Limits: 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.

13.2 Disciplinary Procedure

13.2.1 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.

13.2.2 Notice of Discipline: The Town will provide the employee with a written Notice of Discipline, which will contain all charges and specifications and the proposed penalty. Simultaneously, a copy of the notice will be sent to the appropriate Business Representative of Teamster Local 264.

13.2.3 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 will meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor will issue a written response which will be given to the President of Teamster Local 264.

13.2.4 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 New York State 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 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. The fees of the arbitrator shall be shared equally by the Town and the Union.

13.2.5 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.

14 APPLICATION OF AGREEMENT

14.1 Duration

14.2.1 This Collective Bargaining Agreement shall be effective from January 1, 2013 through December 31, 2015, unless otherwise agreed to by the parties. No later than July 1, 2015 the parties will meet to begin negotiations for a successor to this Collective Bargaining Agreement.

14.2 Complete Agreement

14.2.1 This Collective Bargaining Agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this Collective Bargaining Agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure. The Town acknowledges that this provision does not inhibit the Union's right to file an improper practice charge under section 209-a.1 (d) of the Taylor Law.

14.3 Savings Clause

14.3.1 Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.

14.3.2 Upon the issuance of such decision, the Town and the Union will negotiate an adjustment in the affected provisions, portions or applications with the intention of effectuating the purpose of the provisions, portions or applications.

14.4 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.

14.5 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on June 21, 2013.

TOWN OF SOMERSET

TEAMSTERS LOCAL 264

Daniel M. Engert
Town Supervisor

M. Scott Chismar
Business Agent

Michael A. Richardson
Labor Relations Consultant