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Contract Database Metadata Elements

Title: **Rochester, Town of and International Brotherhood of Electrical Workers (IBEW) Local 1968 (2004)**

Employer Name: **Rochester, Town of**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **1968**

Effective Date: **01/01/04**

Expiration Date: **12/31/06**

PERB ID Number: **7457**

Unit Size:

Number of Pages: **31**

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BC/7457

**COLLECTIVE
BARGAINING
AGREEMENT**

by and between the

TOWN OF ROCHESTER

and

**I.B.E.W.
LOCAL UNION 1968**

January 1, 2004 – December 31, 2006

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: In order to continue and improve effective and harmonious working relationships between the Town of Rochester (hereinafter referred to as the "Town") and its Highway Department employees represented by Local Union 1968 - International Brotherhood of Electrical Workers, AFL-CIO (hereinafter referred to as the "Union"), to enable such employees more fully to participate in and contribute to the public functions of the Town in connection with maintaining the Town facilities and such other public work as may be required and to encourage such employees to use their best efforts to promote excellent and acceptable standards of service to the Town and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government. This Collective Bargaining Agreement is made and entered into as of the 1st day of January 2004, by and between the Town of Rochester and the Union and shall be effective therefrom until December 31, 2006.

1.2 Rights of the Parties Under Existing New York State Law

1.2.1 Nothing contained in this agreement shall be construed to deny or restrict to any person in the unit hereto described, rights or obligations which that person may have under any law in the State of New York.

1.2.2 Nothing contained in this Agreement shall be construed to deny or restrict to any member of the Town Board or to the Board Committees, any rights or obligations which either may have under any applicable law of the State of New York.

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 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. Subject to the expressed provisions of this Agreement, and to the retention by the Town of rights ordinarily exercised by management, the Highway Superintendent shall, by way of illustration and without being limited by past practice or otherwise, have the exclusive right to manage and direct the work forces and operations of the employees in the bargaining unit including, but not limited to, the right to: direct the work forces; implement and comply with regulations and requirements issued by any government agency; establish and change reasonable rules and regulations; determine, control and change the quality and nature of products, materials and services; establish or change methods, processes, or equipment; determine the extent to which the Highway Department facilities shall be operated; contract and subcontract for materials, services, supplies and equipment; determine the size of the work force; hire new employees; determine the ability and qualifications of employees; evaluate, train, discipline, discharge, layoff, assign, promote, and transfer employees; determine and effectuate personnel policies; determine, control and change work practices, work schedules, work

assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; require the taking of such tests written or otherwise; to ascertain physical condition and ability to perform duties as it desires, provided that no such tests shall be required for the purpose of discriminating against Union employees.

2.1.2 There will be no lay-off of current employees as a direct result of the Town's decision to contract or subcontract bargaining unit work.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The parties recognize Local Union 1968, I.B.E.W., AFL/CIO as the sole and exclusive bargaining agent for such employees for the purpose of collective negotiations and settlement of grievances, and the determination of and administration of all disputes between the parties affected by this Agreement. Such recognition shall extend until seven months prior to the expiration of this agreement or such other times as may be fixed by the law and thereafter unless terminated in accordance with the provisions of the Public Employment Relations Act.

The State of New York, Public Employment Relations Board, pursuant to its rules, having conducted a representation proceeding (Case No. C-1563) in accordance with such Rules of Procedure of the Board, and having certified Local Union 1968, International Brotherhood of Electrical Workers, AFL-CIO, and the Town of Rochester having recognized I.B.E.W. Local Union 1968 as the exclusive representation of the unit 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 and regular part-time employees of the Highway Department.

3.2.2 Exclusion: Excluded from the bargaining unit are statutory supervisors, and Superintendent of Highways. Also excluded are all temporary and substitute personnel as defined below.

3.2.3 Regular Full-time: A "regular full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week.

3.2.4 Regular Part-time: A "regular part-time employee" will mean and refer to an employee who is regularly scheduled to work less than forty hours per week.

3.2.5 Temporary: A "temporary" will mean and refer to someone who is called in to work on an as needed basis and will not be eligible for benefits provided through this collective bargaining agreement.

3.2.6 Substitute: A “substitute” will mean and refer to someone who is called in to replace an employee who is on an approved leave of absence and will not be eligible for benefits provided through this collective bargaining agreement.

3.2.7 Landfill: The parties hereby agree that the Town of Rochester currently does not have a landfill, but rather operates a transfer station. Therefore there are no landfill employees represented by Local Union 1968. Should the Town of Rochester reacquire a landfill, I.B.E.W. Local Union 1968 retains the right to represent such landfill employees as stated by the State of New York Public Employment Relations Board.

3.2.8 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 immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

3.3 Non-Discrimination Clause

3.3.1 Union Activity: Pursuant to the Public Employees' Fair Employment Act, Chapter 392 of the laws of 1967 (Article 14, Civil Service Law), the parties hereby agree that they will not discriminate against any person in the collective bargaining unit herein set forth with respect to hours, wages, or any terms and conditions of employment by reason of membership or non-membership in the Union, participation in any activities of the Union or collective negotiations with the Town Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The parties hereby agree that they will not discriminate against any employee of the Town Highway Department by reason of membership or non-membership in the Union.

3.4 Union Membership/Agency Shop

3.4.1 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. The Town Board agrees to deduct Union dues from the wages of its employees in the bargaining unit who are Union members for the Union, as said employees individually and voluntarily authorize the Town Board to deduct same. The Town will deduct and remit the dues, initiation fees, and/or assessments in accordance with 3.5.1, below. This authority shall be continuous while the employee is employed by the Town or until withdrawn by written notice. Any employee may withdraw authorization by giving written notice, which must be received by the Town and the Union at least thirty calendar days prior to the effective pay period.

3.4.2 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 the execution of this collective bargaining agreement or initial employment, as the case may be, 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 3.5.1, below.

3.5 Dues Deduction

3.5.1 Dues/Fees: The Union shall certify to the Town Board, in writing, the current rate of its monthly membership dues and initiation fees. If the Union changes the rate of its membership dues and/or initiation fees, it will give the Town Board at least thirty calendar days notice prior to the effective date of such change.

Dues deductions or agency shop fees, as the case may be, as certified by the Union to the Town will be deducted from the pay of each employee and transmitted to the Union's Financial Secretary in monthly installments beginning with the first payroll period in January of each year. The Town Board shall remit such deductions within fifteen calendar days after it affects them.

3.5.2 Indemnification: Authorization for such deduction shall be in writing on forms provided by the Union and shall contain a waiver of all rights and claims for said money so deducted and transmitted in accordance with this authorization and relieve the Town Board and all its officers from any liability therefore. The Town assumes no obligation with respect to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Town from and against the cost of such action or proceeding and to pay any judgment entered against the Town in such action or proceeding and to pay all costs upon demand and the cost of complying with any interim order or final judgment that may be entered therein, reimbursement of expedient witness fees, attorneys fees, arbitration fees, and all court and filing fees incurred by the Town.

3.6 Leave for Grievances and Hearings

3.6.1 Shop Stewards: The Union shall have the right to appoint one Shop Steward and one alternate Steward from amongst its members in the bargaining unit. The Steward shall not interfere with, obstruct, or impede the normal operation of the Highway Department's business.

3.6.2 Investigation and Presentation of Grievances: The Shop Steward will be allowed release time, without loss of pay or leave credits, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board. The investigation of grievances may only be conducted during non-working hours (e.g. before and after the workday, meal periods, rest periods).

3.6.3 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 Superintendent of Highways or the Town Supervisor has requested the meeting.

3.7 Leave for Negotiations

3.7.1 Eligible Employees: When contract negotiations between the Town Board and the Union are scheduled during working hours, members of the Negotiating Committee will be relieved from their regular duties without loss of pay, as necessary, in order to permit their participation in such meetings. At any one time, no more than two employees will receive release time for the purpose of participating in negotiations.

3.8 Union Access to Employees

3.8.1 Union Representatives: During working hours, any designated representative or representatives of the Union shall have reasonable access to the employees and to the management. Visits with respect to the Town Board shall be arranged in advance with the Superintendent of Highways or the Superintendent's representatives. Any contact with employees shall not unreasonably interfere with the normal work schedule of such employees.

3.9 Bulletin Boards

3.9.1. The Union shall have the right to post notices of its activity and matters of concern to its membership on appropriate bulletin boards located at the place of work of the employees covered.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: Except as otherwise provided in the rules of the Ulster County Civil Service Department, an employee's original appointment to a position in the non-competitive or labor class shall be for a probationary period of twenty six weeks.

4.1.2 Failure to Successfully Complete Probationary Period: During this probationary period, an employee's employment may be terminated by the Highway Superintendent and any such termination during the probationary period shall not be subject to the grievance provisions of this Agreement.

4.1.3 Temporary or Substitute: In the event a Temporary or Substitute is hired as a regular full-time or regular part-time employee, such individual shall serve the applicable probationary period.

4.2 Seniority

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

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. For the purpose of calculating length of service of a regular part-time employee, one year of service will be credited for every 2080 hours of paid work and paid leave. In the event a regular part-time employee is appointed to a position as a regular full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

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

4.2.4 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service"; however, the employee's anniversary date will be extended for a period equivalent to the time of such leave.

4.2.5 Workers' Compensation: An employee who is on Workers' Compensation and is not on the payroll 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.

4.2.6 Loss of Seniority: An employee who voluntarily terminates employment (quits) or whose employment is terminated by uncontested discharge, shall lose seniority in the event that the employee is rehired. Such employees who are rehired shall take their seniority date from the date of rehire and not from their original date of employment. This provision shall apply to all benefits provided under the Agreement including vacation calculation, except for pension provisions, which are subject to the New York State Plan governing same.

4.3 Layoff & Recall Procedure

4.3.1 Notice of Layoff: The Town agrees to give the Union and each employee at least two weeks notice in case of a general lay-off of more than two employees, except where the lay-off occurs due to unforeseen conditions, emergency or budgetary deficit. Otherwise notice of a proposed lay-off shall be three days.

4.3.2 First to be Laid Off: All lay-offs shall be by classification and in accordance with date of hire. In the event of a reduction in the number of positions in a job title within the bargaining unit, the last individual hired within the affected job title shall be the first to be laid-off, and recalls shall be in reverse order, the last to be laid-off shall be the first to be recalled.

4.3.3 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower paying job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee meets the minimum qualifications of the job title.

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

4.3.5 Change of Address: A laid-off employee must notify the Town, in writing, of any change of address or telephone number.

4.4 Personnel File

4.4.1 Employee Access: An employee may review and copy the contents of the employee's own personnel file, with exception of letters of reference. The employee must make an appointment with the Secretary to the Town Supervisor. An authorized official must be present when the employee inspects the file.

4.4.2 Union Access: With the written consent of the employee, a representative of the Union will be allowed to review and copy the contents of the employee's personnel file, with the exception of letters of reference.

4.4.3 Change in Status: An employee must immediately notify the Secretary to the Town Supervisor of a change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

5 VACANCIES & PROMOTIONS

5.1 Notification of Vacancies

5.1.1 Posting: In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least seven calendar days on the Union bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

5.1.2 Application: Once a position has been posted, it shall be the employee's responsibility to apply on the vacancy by making a written application.

5.2 Appointment to Vacancies

5.2.1 Selection: The parties hereto agree that wherever feasible any vacancies in the Highway Department which occur in any job position in the class or classes covered by the Agreement shall first be offered to employees in the Highway Department unit before such vacancies are filled, provided such employees have the skill and ability to perform the work required in the discretion of the Superintendent of Highways. In the event there are two or more applicants with relatively equal qualifications, seniority shall be the deciding factor provided the employee has not abused the sick leave provisions or had "serious" disciplinary actions within the past five years.

5.2.3 Probationary Period (Promotion/Transfer): An employee who is promoted or transferred into a new position shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Town may rescind the promotion or transfer and the employee will be reinstated to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workweek: The regular workweek for the Highway Department employees shall be eight hours per day, forty hours per week, from Monday through Friday.

6.1.3 Schedule Changes: By mutual agreement the parties may advance or delay the starting time by no more than two hours.

6.1.4 Procedure for Assigning Additional Hours: An employee must receive prior approval from the Superintendent of Highways or Supervisor before working additional hours. With respect to the scheduling of overtime, the Highway Superintendent shall take into consideration the work that is to be performed and the skills and ability of each employee to perform such work and shall, wherever feasible, attempt to distribute the available work in each classification in the Department equally among all the personnel in the Department and any employee requested to work overtime shall perform such work as required.

In the event that there are any declinations of non-emergency overtime in sufficient numbers to impede the accomplishment of a task which must, in the judgment of the Highway Superintendent, be performed, the Superintendent shall have the right to require employees in sufficient numbers in any given classification to perform such overtime, provided however that the employees so selected to be required to work shall be selected in order of inverse seniority, with the most junior man being first selected and the most senior being last selected.

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

6.2 Notification of Absence

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

6.2.2 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time.

6.2.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify the employee's Supervisor prior to leaving.

6.3 Meal & Rest Periods

6.3.1 Meal Period: There shall be an unpaid one-half hour for lunch. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, an employee may leave the work-site during the meal period.

6.3.2 Meal Period during Overtime: In order to assume the safe operation of equipment, any employee required to work four continuous hours of overtime following the employee's regular shift shall receive one-half hour meal time upon completion of such four hours provided that this period is followed by additional work and, if the employee is required to work an additional four continuous hours of overtime, the employee shall receive one hour paid meal time immediately following this second period, provided this period is followed by additional work. This sequence of paid meal periods shall repeat itself for continuous work in excess of sixteen hours.

6.3.3 Rest Periods: Employees shall be granted a rest period of fifteen minutes before noon without loss of pay. The Highway Superintendent shall determine the time the rest period will be taken.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: The schedule set forth below will be the applicable job rates for the period January 1, 2004 through December 31, 2006.

January 1, 2004 through December 31, 2004

Job Title	Job Rate
Laborer	\$15.37
MEO/Driver	\$16.84
HMEO	\$17.81
HMEO/Mechanic	\$18.32
Working Supervisor	\$18.94

January 1, 2005 through December 31, 2005

Job Title	Job Rate
Laborer	\$15.97
MEO/Driver	\$17.44
HMEO	\$18.41
HMEO/Mechanic	\$18.92
Working Supervisor	\$19.54

January 1, 2006 through December 31, 2006

Job Title	Job Rate
Laborer	\$16.57
MEO/Driver	\$18.04
HMEO	\$19.01
HMEO/Mechanic	\$19.52
Working Supervisor	\$20.14

7.1.2 Wage Rates for New Employees: Employees shall be paid according to the following schedule:

Date of Hire	85% of existing hourly rate
After 6 months of service	90% of existing hourly rate
After 1 year of service	95% of existing hourly rate
After 2 years of service	100% of existing hourly rate

An employee shall advance to the next step on the employee's anniversary date. In the event an employee has been on an unpaid leave of absence for more than thirty calendar days, the employee's anniversary date will be advanced by the number of days equal to the leave.

7.1.3 Promotions: An employee who is promoted to a higher paying job will receive 100% of the existing hourly rate for that job classification.

7.2 Premium Pay for Overtime

7.2.1 Authorization: An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

7.2.2 Overtime Rate: Any authorized work in excess of eight hours a day, or forty hours a week, shall be paid for at the rate of one and one-half the regular hourly rate for the actual hours worked, provided however, that there shall be no pyramiding or duplication of overtime hours.

7.2.3 Credit for Paid Leave: For the purposes of calculating the time worked in each week and to determine overtime, paid absence shall be considered as time worked.

7.3 Call-In Pay

7.3.1 Compensation: An employee who is called out for duty that is in addition to, and does not attach to, the employee's regular working hours, will be paid for a minimum of four hours whether or not the employee actually works the full four hours. The time shall commence from the time the employee reports to work.

7.4 Pay Period

7.4.1 Payroll Period: Employees will be paid on a weekly basis. It is understood and agreed that the workweek for employees pursuant to this Agreement shall commence on Sunday at 12:00:01 a.m. and end on Saturday at 11:59:59 p.m.

7.4.2 Pay Date: Employees shall be paid on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

7.4.3 Payroll Information: The Town agrees to furnish each employee with payroll information in each pay period indicating the employee's gross pay and all payroll deductions and show the employee's overtime separately.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: The following shall be considered paid holidays for all regular full-time and regular part-time employees in the bargaining unit, which will be observed on the day designated by the Town Board. For the purpose of this Article in the Agreement, holidays shall commence at 12:01 a.m. on the date of the holiday.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

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

8.1.3 Assigned to Work on a Holiday: If any employee is called in to work during the holiday, the employee shall be paid at the rate of time and one-half the employee's regular rate of pay for all hours worked during the holiday with the exception of those hours which would otherwise constitute the normal work day, for which hours, if worked, the employee shall be paid at the rate of double-time and one-half (in other words, one and one-half times the employee's regular rate of pay plus "holiday pay").

8.1.4 Holiday Pay Eligibility: No employee shall be paid for a holiday not worked unless the employee has worked on the normal workdays immediately preceding and following such holiday, unless any absence on such days is the result of a paid absence under this Agreement.

8.1.5 Holiday During Scheduled Leave: In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, paid sick leave, or paid bereavement leave, the employee will receive holiday pay for the day and the employee's other leave credits will not be charged for that day.

8.2 Vacation Leave

8.2.1 Allowance: A regular full-time employee will be credited with paid vacation time on a weekly basis starting from the date of hire in accordance with the following schedule. A regular part-time employee will be credited with paid vacation leave prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%.

	CREDITS PER PAYPERIOD
Upon hire thru 1 year of continuous service	0.77 hours (equals 40 hours/year)
After completion of 2 years of continuous service	1.54 hours (equals 80 hours/year)
After completion of 5 years of continuous service	2.31 hours (equals 120 hours/year)
After completion of 10 years of continuous service	3.08 hours (equals 160 hours/year)
After completion of 15 years of continuous service	3.23 hours (equals 168 hours/year)
After completion of 20 years of continuous service	3.38 hours (equals 176 hours/year)

For example, an employee who has completed two years of continuous service on February 26th will see an increase in the number of hours credited from 0.77 hours per week to 1.54 hours per week; similarly, an employee who has completed 10 years of continuous service on November 21st will see an increase from 2.31 hours per week to 3.08 hours per week.

8.2.2 New Employees: A newly hired employee may not use vacation leave credits until completion of six months of continuous employment.

8.2.3 Accrual During Leaves of Absence: An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

8.2.3 Accumulation: An employee may accumulate vacation leave credits to a maximum of one hundred and sixty hours. Any vacation credits in excess of one hundred and sixty hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

8.2.4 Scheduling: Employees of the Highway Department shall notify the Highway Superintendent two weeks in advance of the date they will take their vacation. In the event of multiple requests for the same vacation period, the Superintendent of Highways, in his discretion, shall determine the number of such requests that can be entertained consistent with the needs of the Department. Vacation leave must be used in whole-day increments. An employee may take vacation leave only after it has been credited.

8.2.5 Termination of Employment: An employee who resigns, retires, deceases, or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance: Members of this unit who are regular full-time employees as of 12/31/92 shall accrue sick leave at the rate of one day for each month worked. Those members hired on or after January 1, 1993 shall accrue sick leave at the following rate:

½ day per month during the first year of employment

¾ day per month during the second year of employment

1 day per month during the third and subsequent years of employment.

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

8.3.2 Date Credited: The employee will be credited on the first day of the month after it has been earned.

8.3.3 Accrual During Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

8.3.4 Accumulation: An employee may accrue up to a maximum of one thousand and forty hours (one hundred and thirty eight-hour days) sick leave credits. Any sick leave credits in excess of one thousand and forty hours will be canceled.

Employees who have a thirty-day bank of unused sick leave can, at the option of the employee, cash out any unused sick days (in excess of thirty) accumulated in that contract year up to a maximum of twelve days to be paid with the last payroll period of each year.

8.3.5 Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for a non-work related 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. An employee may take paid sick leave only after it has been credited.

8.3.6 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is showing a pattern of abusing sick leave or has repeatedly used an excessive amount of sick leave. Consecutive days claims for paid sick leave of four or more must be supported by a statement of illness or injury from a licensed Physician or Practitioner indicating that the employee is able to return to work either with or without restrictions.

8.3.7 Retirement Credit: The Town will make available Section 41(j) of the Retirement and Social Security Law.

8.3.8 Termination of Employment: An employee who was hired before January 1, 2004, who resigns under the New York State Retirement System, will have the right to cash-out up to 25% of the cash value at the employee's then current rate of pay upon the retirement or the permanent disability of any employee. Upon the death of an employee who was hired before January 1, 2004, the Town shall cash out all accrued sick leave.

An employee hired on or after January 1, 2004, who resigns, retires, deceases, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

8.4 Personal Leave

8.4.1 Allowance: Members of this unit who are full-time employees as of 12/31/92 shall be entitled to forty hours (five eight-hour days) of paid personal leave during each calendar year. Those members hired on or after January 1, 1993 shall be entitled to twenty-four hours (three eight-hour days) of personal leave during the first year of employment, thirty-two hours (four eight-hour days) during the second year and forty hours (five eight-hour days) during any subsequent years. A regular part-time employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided the individual has prior approval from the Superintendent of Highways.

8.4.2 Date Credited: An employee will be credited on the first day of January of each year for use during that year.

8.4.3 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment.

8.4.4 Accumulation: Such personal leave shall be taken in the current year with prior permission of the Highway Superintendent, which permission shall not be unreasonably withheld and shall not be carried over to the following year, provided however, that if any employee is prevented through no fault of one's own from taking all of the employee's personal leave in a given year, the employee may take such leave under the conditions stated herein during the first three months of the subsequent year.

8.4.5 Use of Personal Leave: An employee may use personal leave credits to conduct personal business. An employee may take personal leave only after it has been credited.

8.4.6 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused personal leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused personal leave.

8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of death of a regular full-time employees' spouse, child, or parent, the employee shall receive four consecutive scheduled workdays of paid leave immediately following the death. Such leave will not to be deducted from any of the employee's leave credits.

8.5.2 Extended Family: In the event of the death in a regular full-time employee's sibling, the employee may take two consecutive scheduled workdays of paid leave immediately following the death. Such leave will not to be deducted from any of the employee's leave credits. In the event of the death of an in-law, the employee may take bereavement leave, which shall be changed to personal leave days.

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

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

8.6 Jury Duty

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

8.6.2 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 Superintendent of Highways.

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

9 UNPAID LEAVE

9.1 Unpaid Leaves of Absence

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

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

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

9.1.4 Continuation of Benefits: An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.

9.1.5 Return to Work: An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Town Supervisor, at least fourteen calendar days in advance. If the employee's previous job cannot be vacated upon return, the employee will be given the first open position within the bargaining unit in an equal or lower position, provided the employee is qualified to perform the job duties.

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

9.1.6 Change in Status: If the reason for the unpaid leave of absence changes, the employee must reapply or return to work.

10 INSURANCE

10.1 Medical Insurance

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

10.1.2 Eligibility: Coverage will begin on the first day of the month following four months of continuous employment, provided the employee meets all eligibility requirements of the insurance plan and has completed the insurance application.

10.1.3 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan. The Union shall be notified at least sixty calendar days before the planned change is to take effect.

10.1.4 Premium Payment: The Town will pay one hundred percent of the premium of the plan offered through the Town for individual, two-person, or family medical coverage, as the case may be. In the event an employee elects to participate in the plan offered through the Union, the Town will contribute no more than the amount equal to the premium for family coverage under the plan offered through the Town and the employee must pay the additional amount.

10.2 Flexible Spending Account

10.2.1 Eligibility: The Town will make available a Pre-Tax Contribution Program in accordance with Section 125 of the Internal Revenue Service Code to each regular full-time employee, provided the employee meets all eligibility requirements for medical insurance.

10.3 Medical Insurance Buy-out

10.3.1 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 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.

10.3.2 Amount of Buy-Out: If the employee is eligible for medical insurance coverage, the employee will be eligible each year to receive an amount equal to fifteen hundred dollars (\$1500.00).

10.3.3 Method of Payment: Partial payment of the buy-out (1/52nd) will be made in the employee's regular weekly paycheck for each pay-period the employee is eligible for the buy-out.

10.3.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

10.4 Medical Insurance for Retired Employees

10.4.1 Summary: As long as the Town makes available medical insurance and makes premium payments for other retired employees of the Town, the Town will make available the same premium contributions to eligible retirees from the bargaining unit under the same terms as it makes for other eligible retirees of the Town.

10.5 Workers' Compensation Insurance

10.5.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

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

10.5.3 Reporting of Injury: An employee should report an injury to the Superintendent of Highways within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim. In the event the employee is unable to complete the forms due to the injury or illness, the Superintendent of Highways will complete and submit the required forms on behalf of the employee.

10.5.4 Use of Sick Leave Credits: An employee may draw from the employee's sick 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 employee shall reimburse the Town for that portion of sick leave covered by insurance. An employee may not use vacation leave or personal leave credits to supplement Workers' Compensation.

10.5.5 Continuation of Medical Insurance: An employee who is receiving Workers' Compensation payments for lost time AND is drawing on accrued sick leave credits, will continue to receive medical insurance benefits and the Town will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

10.6 Short-Term Disability Insurance

10.6.1 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. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

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

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

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

10.6.5 Use of Sick Leave Credits: An employee may draw from the employee's sick 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 employee shall reimburse the Town for that portion of sick leave covered by insurance. An employee may not use vacation leave or personal leave credits to supplement short-term disability.

10.6.6 Continuation of Medical Insurance: An employee who is receiving short-term disability payments provided under this Article AND is drawing on accrued sick leave credits, will continue to receive medical insurance benefits and the Town will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

11 SPECIAL COMMITTEES

11.1 Labor-Management Committee

11.1.1: The parties agree to the formation of a Labor-Management Committee to consist of no more than three designated representatives of the Union and three designated representative of the Town to discuss areas of mutual concern and cooperation. Such Committee shall formulate its own rules and meet at such intervals as may be prescribed thereby. The Committee shall specifically address the problem of improving the Town's record keeping for employee benefits and shall ascertain the current status of each employee's benefits. The Labor-Management Committee may not negotiate terms and conditions of employment or address grievances.

12 GENERAL PROVISIONS

12.1 Work Accouterments

12.1.1 Clothing Allowance: Each regular full-time employee shall receive a clothing/workshoe allowance of one hundred and seventy-five dollars on January 1st of 2004, 2005, and 2006. A regular part-time employee will receive a comparable allowance prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%.

12.2 Travel Expenses

12.2.1 Mileage Allowance: The Town agrees to reimburse any employee for the authorized use of such employee's private vehicle based upon mileage rates approved by the Town Board for all employees and/or agents of the Town.

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.

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

The grievance must be submitted, in writing, to the Superintendent of Highways within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Superintendent of Highways shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Superintendent of Highways shall issue a written response to the grievance, which shall be given to the Shop Steward.

13.1.3 Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Board. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within fourteen calendar days after receiving the appeal, the Town Board shall meet with the designated representative of the Union. With seven calendar days after the meeting, the Town Board shall issue a written response to the grievance, which shall be given to the Shop Steward.

13.1.4 Step Three - Binding Arbitration: If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the 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 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.

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

13.2 Disciplinary Procedure

13.2.1 Discipline for Just Cause: The Town shall not subject an employee who has completed probation, as defined in Section 4.1.1, above, to any disciplinary action or penalty except for just cause. The Parties agree all cases involved in alleged violation of rule will take into consideration the circumstances surrounding the alleged violation. Further, the service of the employee and the employee's overall evaluation on the job will always be taken into consideration. It is further understood that any minor violation will in fact be handled through progressive steps.

Causes for immediate discharge of an employee shall include, but not be limited to the following:

Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person, whether on or off Town premises;

Possession of weapons, including but not limited to knives, firearms, and explosives, on Town property or in Town vehicles;

Possession or use of alcohol or controlled substances on Town property or in Town vehicles;

Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town;

Preparation or manipulation of another employee's time record;

Acts of sabotage, including the work of another employee;

Making false statements about another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Gross insubordination or willful refusal to comply with the lawful order or instruction of the Superintendent of Highways; or

Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.

13.2.2 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty. The Union recognizes that authority and responsibility of the Highway Superintendent for disciplining and reprimanding an employee for delinquency in performance of duties; however, the Highway Superintendent shall notify the Union in writing of any disciplinary action taken.

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

Within fourteen calendar days after receiving the appeal, the Town Board shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Board shall issue a written response, which shall be given to the President of Local Union 1968.

13.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Board, 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 Board or when the response should have been received.

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

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 of Agreement

14.1.1 This Collective Bargaining Agreement shall commence as of January 1, 2004 and shall continue in effect until December 31, 2006.

14.1.2 The terms and conditions of employment provided in this Agreement shall remain in effect until the termination of the contract unless altered by mutual agreement in writing between the parties.

14.2 Complete Agreement

14.2.1 This collective bargaining agreement will constitute the entire agreement between the parties. The parties agree that all issues and claims with respect to wages, hours and working conditions have been fully negotiated and are hereby merged in this Agreement, and that no claim may arise under this Agreement with respect to any issue or matter that is not treated herein.

14.3 No Strike Clause

14.3.1 During the term of the Agreement, the Union agrees on behalf of itself and each of its members that there will be no authorized strike of any kind, boycott, picketing, work stoppage, tie-up, slow-down or any other type of interference, coercive or otherwise, with the Town's business.

14.4 Separability

14.4.1 This Agreement made and entered into in the State of New York shall be deemed to be subject to the laws of the State of New York and to such laws of the United States government as may be applicable.

14.4.2 If any provisions, portions or applications of this Agreement shall be judicially declared illegal or invalid by any tribunal of competent jurisdiction, it shall not affect the entire Agreement and the balance of the Agreement shall remain in full force and effect.

14.4.3 Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

14.5 Negotiation Procedures

14.5.1 Representatives of the Parties: Neither party in any negotiations shall have any control over the selections of the representatives of the other party and each party may select its representatives from within or outside the Town. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to negotiate.

14.5.2 Ratification of Agreement by Town Board: No formal contract shall be executed without ratification by the Town Board.

14.5.3 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.

14.6 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on May 7, 2004, subject to the approval of the International President of the IBEW.

TOWN OF ROCHESTER

**LOCAL UNION 1968 – INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

Pam Duke
Town Supervisor

Anderw P. Bubniak
President & Business Manager

Randy Hornbeck
Town Board Liaison

Vernon Bush
Negotiating Committee

Michael A. Richardson
Labor Relations Consultant

Jeff Frey
Negotiating Committee