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

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Union: **Laborers International Union of North America (LIUNA)**

Local: **17**

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***AGREEMENT***

***Between***

***TOWN OF LEXINGTON***

***And***

***THE LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA, LOCAL NO. 17***

***January 1, 2009 - December 31, 2012***

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JUN 30 2009**

**ADMINISTRATION**

**ORIGINAL**

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AGREEMENT made \_\_\_\_\_, between TOWN OF LEXINGTON, a municipal corporation, hereinafter referred to as "Employer" or "Town", and THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 17, 451A Little Britain Road, Newburgh, NY 12550, hereinafter designated as "Union".

**ARTICLE I**

**STATEMENT OF PURPOSE**

101. This Agreement entered into by the Town of Lexington, New York, hereinafter referred to as the Employer or Town, and The Laborers' International Union of North America, Local No. 17, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment; and to provide orderly and uninterrupted operation and function of the Town of Lexington Highway Department, hereinafter referred to as the Highway Department, in order to protect the health, safety and welfare of the public.

**ARTICLE II**

**UNION RIGHTS AND RECOGNITION**

201. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries and working conditions and the administration of grievances arising thereunder, for all full-time and regular part-time employees in the Highway Department. Current Highway Department job titles are listed in Schedule A of this Agreement.
202. The collective bargaining unit shall consist of all full-time and regular part-time employees in the Highway Department excluding the Highway Superintendent, an elected official, on the condition that the Highway Superintendent's performance of work does not cause any diminution of work or overtime for bargaining unit members consistent with past practice.
203. The Employer agrees that upon presentation of proper dues deduction authorization forms, it will make bi-weekly deductions from the wages of employees in the amounts so designated by the Union and remit such amounts to the Union, together with a list of employees from whose wages such deductions have been made. Dues authorization shall remain valid until cancellation or withdrawal in writing. All funds shall be transmitted to Laborers' International Union of North America Local No. 17, 451A Little Britain Road, Newburgh, New York 12550, within a reasonable time subject to administrative delays.

204. The Town agrees to negotiate with the Union regarding the terms and conditions of any new job titles or positions added to the Highway Department after the date this agreement is signed.
205. The Employer agrees to permit authorized representatives of the Laborers' International Union of North America Local No. 17, 451A Little Britain Road, Newburgh, New York 12550, to enter the premises of the Employer during working hours with respect to salaries, working conditions, grievances, disagreement as to terms and conditions of this Agreement, provided such representatives do not unduly interfere with the performance of duties assigned to the employees and permission is granted by the Town Highway Superintendent or his designee upon written request or prior notice by the representative. Such request shall not be unreasonably denied. At least once each year during the term of this Agreement, the Union shall provide to the Employer the names of the Union representatives who are authorized to represent the employees covered by this Agreement.
206. A bulletin board or a reasonable portion of an existing bulletin board will be made available for employees and the Union's use, whenever it is possible and practical to do so. The Union shall have the right to post notices and other communications, with respect to the terms and provisions contained in this Agreement, and with respect to matters involving collective bargaining, provided, however, that such notices or communications shall not contain anything of a political nature, or anything reflecting personally upon the Employer or any of its employees or elected officials. The Employer reserves the right to remove any material that violates this paragraph.
207. The Union shall not engage in a strike or cause, instigate, encourage or condone a strike.

### **ARTICLE III**

#### **WAGES AND COMPENSATION**

301. Subject to the provisions of this Agreement, each employee shall be compensated in accordance with this Article during the term of this Agreement and the continuance of such employment.
302. Effective January 1, 2009, salary rates of all bargaining unit members shall be increased by 3.5%. As of the effective date of January 1, 2009, the rate for the Senior HMEO will be \$.25 per hour more than the HMEO. Additionally, the Senior HMEO will receive an annual stipend of \$500 which shall not be calculated in the SHMEO's salary for the annual 3.5% increase and shall be payable on December 31 of each year.
303. Effective January 1, 2010, salary rates of all bargaining unit members shall be increased by 3.5%.

304. Effective January 1, 2011, salary rates of all bargaining unit members shall be increased by 3.5%.
305. Effective January 1, 2012, salary rates of all bargaining unit members shall be increased by 3.5%.
306. Employees shall be paid bi-weekly.

#### ARTICLE IV

#### WORK DAY - WORK WEEK

401. During the term of this Agreement, the workweek shall be Monday through Friday and the normal working day shall be eight (8) hours per day, excluding lunch, between 7:00 A.M. and 3:30 P.M. For the purpose of this section, a non-worked holiday, sick-leave day, personal leave day, vacation day, or bereavement-leave day shall be considered an eight-(8) hour day worked. During such period, employees will be paid at the regular hourly rate for time worked during the work day and work week, as herein defined, and will be paid time and one-half for time worked outside the hours Monday through Friday, 7:00 A.M. to 3:30 P.M.
402. The employee may request and the Employer may grant work schedules deviating from the above normal work schedule, provided any such work schedule will only be established for extraordinary circumstances.
403. All employees' work schedules shall provide for a fifteen - (15) minute rest period during each one-half shift.
404. Employees shall be granted a reasonable personal clean-up period prior to the end of each work shift not to exceed 30 minutes.
405. An employee who is called in and reports for work before or after the employee's regular day of work shall be guaranteed a minimum of three (3) hours pay at the applicable rate. This rate shall not apply if an employee is called in one (1) hour or less to the start of the regular workday or immediately following the regular work day. In such a case, the employee will not receive call-in pay, but will be paid at time and one-half (1 1/2) for time worked as an extension of the work day.
406. The Employer will equalize overtime as evenly as is practicable within a storm area, with due regard to qualifications with employees involved and the work to be performed. The parties agree to meet and discuss the equalization of overtime with the recognition that there is an operational need for fair distribution of such overtime.
407. The Employer shall establish working hours for any new duties or operations during the term of this Agreement. Any work schedules established pursuant to this Section would provide eight (8) consecutive hours of work per day and forty (40) hours per

week.

408. The Town may establish a four (4) day, ten (10) hour per day work week for some or all of the construction season, which will begin on the second Monday of April and end on the second Monday of September, unless such dates are altered by mutual agreement between the parties.
409. Upon 24 hours prior written notice, no more than two (2) bargaining unit members shall be on call, on a rotating basis, during weekends between November 1<sup>st</sup> and April 15<sup>th</sup>, unless, in the discretion of the Highway Superintendent, a weather report indicates a need for more. Employees who are on-call on the weekend shall be paid a minimum of two (2) hours pay, on a time and a half basis, for each day they are on call in addition to overtime pay for the hours actually worked on the weekend. The Town shall provide a beeper at no cost to each weekend on-call duty employee.

**ARTICLE V**

**LONGEVITY**

501. Effective January 1, 2009, any employee who has completed a continuous period of employment in provisional, probationary and permanent status set forth in the table below shall receive a longevity increment in accordance with the following schedule:

\$500 per year with five (5) to ten (10) years of service  
\$1000 per year with eleven (11) – fifteen (15) years of service  
\$1250 per year with sixteen (16) – twenty (20) years of service  
\$1500 per year with twenty-one (21) – twenty-five (25) years of service

For example:	Year 6 - \$500	Year 11 - \$1000
	Year 7 - \$500	Year 12 - \$1000 etc...
	Year 8 - \$500	
	Year 9 - \$500	
	Year 10 - \$500	

502. The longevity increment shall become effective as of January 1<sup>st</sup> of the year following completion of the continuous period of employment. Employees who separate from service due to retirement, layoff or death shall receive a monthly pro rata portion of the last completed month of the longevity increment in the year of the employee's separation. Such payment will be made within two pay periods of the employee's separation. The payment shall be pro rated through the normal payroll cycle and shall be counted as part of the employee's base compensation for overtime purposes.



**ARTICLE VI**

**HOLIDAYS**

601. The following days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
King's Birthday	Election Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Whenever any holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. An employee must have worked his last scheduled work day before the holiday and the first scheduled work day after the holiday to receive compensation for the holiday, unless he was off because of illness, vacation, personal leave or any other reason which is acceptable to the Employer. Employees who work on any of the above holidays will receive double their regular rate of pay in addition to their holiday pay for the day. Should a holiday fall within an approved paid leave time, such holiday will be paid as a holiday and not charged to the employee's approved leave.

**ARTICLE VII**

**ANNUAL LEAVE (VACATION) SICK LEAVE AND PERSONAL LEAVE**

701. Definitions.

- a. "Vacation Time," "Sick Leave" and "Personal Leave" shall mean leave with pay at the employee's basic rate of pay.
- b. "Day" shall mean the normal workday in which the employee is employed.
- c. "Continuous Period of Employment" shall mean an employee on the payroll of the Employer as a permanent employee throughout the period covered.
- d. "160 Hour Aggregate Accrual" shall mean the maximum cumulative accrual of vacation time, which any employee may have on December 31 of each year of this Agreement.

702. LIMITATIONS ON ACCRUAL OF LEAVES: Notwithstanding any other provision of this Article to the contrary, there shall be no accrual of vacation or sick time unless an employee is in full pay status for at least 10 days during the month prior to the month during which such vacation or sick time accrual is to be accrued. All accruals shall be made on the first day of each month following the month in which the time is earned. Full pay status means time for which an employee is paid for time worked or for use of paid leave.

703. Upon prior approval, sick leave may be used in two (2) hour units. Upon prior approval, personal leave and vacation leave may be used in four (4) hour units.

704. When sick leave is requested by phone, the request cannot be converted to another type of leave at a later date.

705. VACATION TIME: Subject to the provisions hereinafter set forth, employees who have been employed for the continuous period of employment set forth in the table below shall accrue vacation time in accordance with the following schedule on a monthly basis.

<u>Continuous Period of Employment</u>	<u>Vacation Days</u>
After First Year	2 weeks
1 additional day added per year to a maximum of	4 weeks
After 20 years	One additional week

706. Except as provided in Section 703, use of vacation time shall be in units of one day or multiples thereof.

707. An employee's seniority shall govern with regard to choice of vacation times; however, once a vacation time has been selected and approved by the Town Highway Superintendent, a more senior employee cannot bump a junior employee from that approved time.

708. In the event of separation of any employee from the Town service for any reason, accumulated vacation time shall be compensated for by cash payment to the employee or in the event of death, to his beneficiary or estate, as the case may be. In the event of termination, accumulated vacation time shall be compensated as per prorate cash payment.

**SICK LEAVE**

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

710. Sick leave is absence with pay by reason of sickness or disability which renders an employee unable to perform the duties of his position.
711. The employee shall notify the Town Highway Superintendent or his designee of need to use sick leave one (1) hour before starting time. In event of emergency situations, this provision will be waived.
712. An employee shall be entitled to accrued sick leave allowance only while in continuous employment. In the event the employee's employment is terminated for any reason other than layoff of twelve (12) months or less, then, and in that event, such accrued sick leave allowance shall be canceled and forfeited.
713. The Town Highway Superintendent may require a physician's certificate for any absences of more than two (2) days. Where the illness or disability is of long duration, a physician's certificate may be required for each one-half month of continuous absence. In any case, the Town Highway Superintendent may require an examination by a physician, at Town expense, or other evidence that the illness is bona-fide.

#### **PERSONAL LEAVE**

714. Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation time, subject to the approval of the Town Highway Superintendent.
715. Employees shall receive four (4) personal leave days per calendar year.

#### **JURY DUTY**

716. If an Employee who has worked for the Employer for ninety (90) days or more is called for Jury Duty, he shall be paid by the Employer the difference in pay between his base wages and the amount received for Jury Service. If the Employee is required to report and eventually serve on a Grand Jury he shall be granted unlimited leave, and is to be paid the difference in pay between his base wages and the amount received for Grand Jury Service. If he is dismissed from Jury Duty or Grand Jury Duty after 12:00 p.m. he shall not be required to return to work that day.

#### **BEREAVEMENT LEAVE**

717. In the event of death of any Employees' spouse, children, significant other who resided with the employee for six (6) months or more at the time of death, parents, parents-in-law or siblings, the Employee will be granted five (5) working days of leave and pay.

In the event of death of any Employees' grandparents, aunt, uncle, niece or nephew, grandparents-in-law, siblings-in-law, or children-in-law, the employee shall be granted three (3) working days of leave with pay.

Employees shall be entitled to bereavement leave for each occurrence.

### **UNPAID LEAVE OF ABSENCE**

718. The Employer will extend any and all benefits required by law applicable to the employee, resulting from leave for service in the Armed Service.
719. An employee who is on paid leave of absence shall receive all general pay increases, increases in fringe benefits prospectively, and shall continue to accrue service time for seniority purposes and for the accrual of fringe benefits. An employee who is on unpaid leave of absence shall not receive any fringe benefits or accrue service time while on such leave, but upon such employee's return to work shall be granted all general pay increases and increases in fringe benefits. During an unpaid leave of absence, an employee shall be entitled to participate in the plan of health and medical insurance upon payment of the entire premium therefore in accordance with the regulations of the Town Board or in compliance with the Family and Medical Leave Act.

### **ARTICLE VIII**

#### **SENIORITY LAYOFFS**

801. Seniority means an employee's length of service as a permanent full-time employee with the Town of Lexington since his original date of hire.
802. Every newly promoted employee who is appointed to fill a permanent position shall be subject to a probationary period of not less than eight (8) or more than twenty-six (26) weeks.
803. Every twelve (12) months the Employer agrees to furnish the Union an up-to-date seniority list showing the continuous service of each permanent employee. The seniority list will show the names, job classifications, and date of hire of all employees entitled to seniority.
804. An employee shall lose his seniority for the following reasons:
- a. Discharge with just cause
  - b. Resignation
  - c. Failure to return to work after written notice when recalled from a lay-off resulting from a reduction in force.

- d. Failure to return to work after expiration of an unpaid leave of absence without explanation.
- e. Retirement
- f. Lay-off for a continuous period of more than twelve (12) months.

805. The Employer shall lay-off bargaining unit employees in the same title in the following order: temporary employees, provisional employees, probationary employees, and permanent employees in the inverse order of seniority.

806. The Employer shall forward a list of those employees being laid off to the Union on the same date lay-off notices are issued to employees.

**ARTICLE IX**

**SAFETY**

901. The Employer and the Union agree through the term of this Agreement to work together to improve the safety of the Highway Crew workers in this bargaining unit. A Safety Committee will be formed and shall consist of two (2) members of the bargaining unit and two (2) employer representatives. The Committee will meet as necessary to discuss issues of mutual concern.

**ARTICLE X**

**PENSIONS, HEALTH INSURANCE AND OTHER BENEFITS**

1001. The Town shall adopt Section 41-j of the New York State Retirement and Social Security Law with respect to use of accrued sick leave for retirement service credits.

1002. MEDICAL AND HEALTH INSURANCE BENEFITS: full-time and newly hired full-time employees shall receive medical and health insurance benefits from the New York State Empire Plan on a non-contributory basis. The Employer may change health insurance to a plan that provides substantially similar benefits after notice and consultation with the Union.

1002. a. All full-time bargaining unit members shall receive Dental Plan coverage at the Employer's expense through the First Rehab group dental schedule plan at an annual cost not to exceed \$2,715.60.

1002. b. The Town shall pay up to fifty dollars (\$50.00) annually to each bargaining unit member to reimburse the employee for the cost incurred for an eye examination and/or the cost of prescription eyeglasses.

1003. INDIVIDUAL/FAMILY COVERAGE: All current employees, unless specified elsewhere in this agreement, shall have the right to choose the INDIVIDUAL or FAMILY PLAN. Upon eligibility, they may change from one plan to the other as they so choose.
1004. RETIREES: Upon eligibility for and receipt of a pension from New York State Retirement System, an Employee with ten (10) years of Continuous Service shall be entitled to receive individual health insurance coverage on a non-contributory basis, provided the employee is employed by the Town on the date of retirement. The Retiree may elect to choose a Family Plan. In this event the Retiree will contribute the difference between an Individual Plan and a Family Plan. The parties acknowledge that the Town shall not be responsible to provide health insurance as is herein provided until the employee has reached the minimum retirement age under the NYS Retirement System.
1005. UPON DEATH OF A RETIREE: Upon the death of a retiree who has been eligible, pursuant to 1004 above, the spouse or dependents may continue to receive the deceased retiree's medical and health insurance benefits, on a contributory basis, providing, they inform the Employer in writing of their choice to do so.

#### **ARTICLE XI**

#### **MILEAGE**

1101. Effective as of date of this contract, employees who use their own vehicle for the express purpose of conducting Town business for job-related duties shall be reimbursed at the rate allowed by the Town Board at the organizational meeting.

#### **ARTICLE XII**

#### **MISCELLANEOUS PROVISIONS**

1201. The Employer will provide tools it deems necessary and the employee receiving such tools shall be responsible for it until returned to the Highway Superintendent.
1202. All employees covered by this Agreement shall have the opportunity of reviewing their personnel file maintained by the Town upon request to the Town Highway Superintendent or his designee. Employees may review the contents of their personnel file during normal Town business hours in the presence of the Secretary to the Supervisor or designee. This file shall contain their personnel applications, evaluations, and all letters of commendation, reprimand, suspension and any and all actions that may have been taken during this employment with the Town. The employee shall have the opportunity to respond in writing to any item in this file.
1203. The Union and Town will share the cost of printing of Contract.

1204. The cost of required educational and training courses and the necessary expenses incurred by an employee shall be borne by the Town. The employee will receive his regular pay for each day in attendance at such session. In the event that required education and training courses must be taken outside of the employee's normal work day, the employee shall be granted equivalent time off during the same pay period for all hours spent at such course. Approval of the Town Board must be obtained prior to attendance at any such courses.
1205. The Town shall provide the following clothing: eleven (11) sets of pants and shirts, two (2) coveralls, and four (4) jackets and any reflective safety clothing required by law.

### **ARTICLE XIII**

#### **LABOR MANAGEMENT MEETINGS**

1301. The Union and the Town agree to meet on a periodic basis to discuss matters arising in connection with the administration of this Agreement or with working conditions in general. The party requesting the meeting shall submit the items to be discussed in writing to the other parties and within ten (10) days of the submission the other party will indicate whether or not it agrees to meet to discuss all or a part of the items proposed by the opposite party.

### **ARTICLE XIV**

#### **EMPLOYER RIGHTS**

1401. Except to the extent modified by the terms of this Agreement, the rights and responsibilities of the Employer include, but are not necessarily limited to, the following:
- a. To determine the standards of services to the Town not inconsistent with applicable laws;
  - b. To direct employees in their respective positions; and
  - c. To maintain the efficiency of government operations entrusted to them.

ARTICLE XV

GRIEVANCES AND ARBITRATION

- 1501.
- a. A grievance is defined as any claimed dispute as to the application or interpretation of this Agreement.
  - b. It is the intention of the parties that a time limit set forth in this Article be of the essence, unless otherwise mutually agreed between the parties on a specific case. Failure of the Union to proceed within the time limits set forth shall terminate the grievance at that step. Failure of the Employer to answer within the time limits set forth will entitle the Union to proceed to the next step of the grievance procedure.
  - c. Any step of the grievance procedure may be bypassed by mutual agreement in writing.
  - d. In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Highway Superintendent.

1502. Grievance Procedure.

Step 1. The grievance shall be presented by the Shop Steward or other authorized representative of the Union, with or without the employee aggrieved, to the Town Highway Superintendent within ten (10) working days of the acts or circumstances giving rise to the grievance. The Town Highway Superintendent shall render a decision on the grievance, to the grievant and his representative, within six (6) working days after presentation to him. In the event the grievance involves an issue relating to financial matters, the Shop Steward or other Union representative shall file a copy of the grievance with the Town Board contemporaneous with filing same with the Highway Superintendent.

Step 2. If the grievance is not resolved at Step 1, the Union representative shall reduce the grievance to writing, setting forth the facts of the grievance and the relief sought, and submit the grievance to the Town Board, which shall investigate the grievance, hold a meeting with the Union Representative, and render a decision in writing to the Union Representative, within thirty (30) working days of receipt of the grievance.

Step 3. If the grievance is not settled at Step 2, the Union may, within thirty (30) working days of receipt of the decision of the Town Board refer the matter to arbitration as set forth in Section 1503.



1503. Arbitration Procedure.

- a. When a dispute remains unresolved through the grievance procedure, it may be referred to arbitration by either party, who shall first attempt to mutually agree upon an arbitrator, and if such cannot be done, they may request a list of impartial arbitrators from the Director of Conciliation of the New York State Public Employment Relations Board. The parties will select an arbitrator in accordance with the rules of the board. The arbitrator shall have the authority to make a final and binding award on the grievance.
- b. The expenses and fees of the arbitrator shall be borne equally by the parties to this Agreement.
- c. The arbitrator shall not have authority to amend, modify or delete any provisions of this Agreement.

**ARTICLE XVI**

**DISCIPLINE**

1601. No employee shall be disciplined without just cause. If the employee and the Union dispute the just cause of the Employer's actions or the severity of the penalty, the employee and Union may grieve such actions pursuant to the grievance procedure set forth in Article XV.

**ARTICLE XVII**

**NOTICES**

1701. All notices required to be sent by one party to the other party pursuant to this Agreement shall be made by post-paid certified mail, return receipt requested, addressed to such party at the address set forth in this Agreement. The address of the Laborers' International Union of North America Local No. 17 is 451A Little Britain Road, Newburgh, New York 12550. The address of the Town of Lexington is P.O. Box 28, Lexington, New York 12452. The parties thereafter may notify the other of a change in such address. The Union does hereby designate for the term of this Agreement the President as the lawful agent for the receipt of process. The Town does hereby designate for the term of this Agreement the Town Clerk as the lawful agent for the receipt of process.

**ARTICLE XVIII**

**SUB-TITLES**

1801. The sub-titles used herein are used for reference purpose only, and are not to be used in any manner whatsoever for the construction of or interpretation of any provisions

and terms set forth herein.

**ARTICLE XIX**

**ENTIRE AGREEMENT AND SAVINGS CLAUSE**

1901. This Agreement shall be subject to all pertinent and applicable State and Federal Laws and Regulations. If any Article or Section of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.
1902. This Agreement may be modified or amended by mutual agreement in writing.

**ARTICLE XX**

**MANDATED PROVISIONS OF LAW**

2001. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE ADDITIONAL FUNDS THEREFORE SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

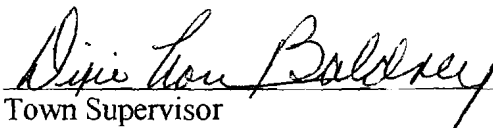
**ARTICLE XXI**

**TERM OF AGREEMENT**

2101. This Agreement shall become effective as of January 1, 2009, and shall terminate on December 31, 2012.

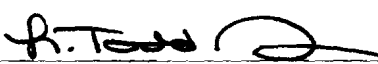
IN WITNESS WHEREOF, the parties have executed this Agreement.

**TOWN OF LEXINGTON**

By:   
Town Supervisor

**ORIGINAL**

**LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA, LOCAL NO. 17**

By:   
Business Manager

SCHEDULE "A"

HMEO

Senior HMEO