

AGREEMENT

between

THE TOWN OF GREECE

and

**C.W.A. LOCAL 1170
PART-TIME UNIT**

January 1, 2011 – December 31, 2013

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Article 1 – Agreement

THIS AGREEMENT entered into this 21st day of December, 2010 by and between the *TOWN BOARD OF GREECE*, County of Monroe, State of New York, hereafter referred to as the TOWN and the COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1170, hereafter referred to as the UNION.

WHEREAS the TOWN and the UNION, as parties to this agreement, are desirous of entering into a written contract with respect to salaries, wages, hours, and other conditions of work, and

WHEREAS the parties have reached certain understanding which they desire to confirm in this agreement,

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article 2 – Purpose

It is the policy of the Town to continue harmonious and cooperative relationships with its employees. This policy is confirmed by the provisions of the Public Employees Fair Employment Act, granting public employees the right of organization and representation in determinations of the terms and conditions of their employment. The purpose of this agreement is to establish and maintain an orderly and constructive relationship between the parties hereto. This agreement recognizes the legitimate interest of the members of the Union to participate through collective bargaining in determination of the terms and conditions of their employment, and to promote fair and reasonable working conditions..

The Town and the Union agree not to discriminate against any employee for membership (or non-membership) in the employee organization, or for any other lawful union activity, as defined in the Taylor Law.

The Town and the Union agree not to discriminate against any employee on the basis of race, color, national origin, sex, religion, age, creed, sexual orientation, marital status or disability.

Article 3 - Recognition

- 3.1 Pursuant to Resolution #427 of September 6, 1983, enacted by the Town Board of the Town of Greece, the Town hereby recognizes the Union as the sole and exclusive representative for all part-time employees employed in the titles set forth in Appendix A, and in any other titles which may be mutually agreed upon by the parties hereto in writing, or as determined by the New York State Public Employment Relations Board.
- 3.2 The Town shall notify the Union of any creations or abolishment of titles which are within the bargaining unit of the Union within two weeks of such action.
- 3.3 Excluded from the foregoing recognition are the following:

Employees working less than 15 hours or more than 32 hours per week on a regular and consistent basis over a six (6) month time frame

Library Pages

Members of appointed boards

Employees of confidential offices

Employees in the Department of Public Works

(Operations activities)

Town Historian

Court Attendant

Civil Defense Administrator

Temporary and Seasonal Employees

- 3.4 The Town makes no guarantee regarding any minimum number of hours per week for employees of this unit other than the minimum fifteen (15) hours per week which is the established number of hours in the recognition clause of this agreement. In adjusting hours per week, the Town shall not act in any arbitrary or capricious manner.
- 3.5 Beginning January 1, 2011, when requested, the Town will provide the union with a list of all non-union employees not excluded in above section 3.3. This list will include the employees' job title, date of hire and a summary of the hours worked during the preceding six (6) months.

Article 4 – Management Rights

Except as expressly limited by other provisions of this agreement, there shall be no interference with the functions of the Town to make or change such reasonable rules, regulations and processes as it may deem necessary and proper for the conduct of its business, nor to permanently eliminate, change or consolidate jobs, section or departments within the scope of this Unit, to control the scheduling of work, the assignment of work and the number of employees required to perform the work, nor to discipline or discharge employees in accordance with the provisions of this Contract and the Law.

Article 5 – Union Rights

- 5.1 The Union shall have the right to post notices and communications relative to Union business on bulletin boards maintained on the premises and facilities of the Town.
- 5.2 The Town recognizes the right of the employees to designate representatives of the Union to appear on their behalf, to discuss salaries, working conditions, grievances and disputes, as to the terms and conditions of this Agreement consistent with the Taylor Law.

Employees who are designated or elected for the purpose of adjusting grievances shall be permitted a reasonable amount of time free from regular duties, without loss of pay to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Town and its employees, and the uninterrupted operation of government.

The Town and the Union agree to submit to each other the names of their chosen representatives and to notify each other promptly as changes occur.

- 5.3 Any member of the Union, or a Union representative shall have the right to present a grievance to representatives of the Town, without loss of pay. Further, representatives of the Union will be allowed release time without loss of pay for the purpose of investigating grievances and representing employees in a grievance at any stage of the procedure.

Union representatives shall be allowed release time without loss of pay for the purpose of meeting with Town representatives to discuss contract compliance

and for discussion (on the employees' behalf) on salaries, working conditions, grievances and disputes relating to the terms and conditions of this agreement.

5.4 The parties of this agreement agree to the following procedure for release time for Union business:

- a. Union representative shall notify his immediate supervisor of the requirement for release time, and shall document the place of intended visitation, the general purpose of release time, and the estimated duration of absence.
- b. Upon arrival at destination, the Union representative shall notify the supervisor of that department of his presence, the fact that the person is on Union business, and the estimated duration of his stay.
- c. The Union representative shall upon return to his department, document the time of his return.
- d. Release time for Union business shall not be unreasonably denied.

Article 6 – Dues Deduction and Agency Fee

6.1 The Town shall deduct from wages of employees and remit to the Union regular membership dues on behalf of those employees who have signed authorization permitting such payroll deductions in accordance with Section 208 (1)b of the Act.

All employees shall, as a condition of employment, pay or tender to the Union an amount equal to the periodic Union dues uniformly required, until termination or employee' s separation from the bargaining unit. Separation shall include transfer out of the bargaining unit, removal from the Town payroll, or leave of absence of more than one month.

Upon return to the bargaining unit, as a condition of employment, pay or tender an amount equal to the periodic Union dues uniformly required.

The Town shall inform employees and applicants for employment of their rights and obligations under the provisions of this article.

- 6.2 The Town shall provide one (1) check-off for the purposes which the Union may determine: i.e., charitable and/or political contributions, health, welfare, and pension payment. Any employee authorizing such check-off shall execute an authorization document which shall be supplied by the Union.

The Union shall indemnify and hold the Town harmless against any and all claims, suits, orders, and judgments brought or issued against the Town as a result of the action taken or not taken by the employer under the provisions of this article.

Article 7 – Probationary Period

- 7.1 Each Non-competitive and Labor employee shall serve a nine month probationary period. Upon completion of the probationary period, the employee' s seniority date shall issue from date of hire, as defined in the seniority provision of this agreement.

- 7.2 Each permanent, competitive employee shall serve a probationary period consistent with Civil Service Law.
- 7.3 Dismissal during the probationary period shall be subject to the grievance, but not the arbitration provision of this agreement.

Article 8 – Seniority

- 8.1 Seniority shall be defined as the length of continuous service in any classification covered by this agreement or the CWA Lighthouse Agreement. Employment in a seasonal, temporary or full-time capacity (title) covered by this agreement, or the CWA Lighthouse Agreement, and which is continuous to bargaining unit service shall be included in the calculation of seniority.
- 8.2 Seniority for the purpose of this Agreement shall apply to the following:
 - 1. promotions to full-time position in the Non-competitive or Labor class;
 - 2. reduction of force among Non-competitive and Labor class positions;
 - 3. eligibility for paid sick days, vacation benefits and selection, and life insurance benefits.
- 8.3 Employees will be eligible for Longevity payment based on the number of years of seniority completed that year in accordance with the following schedule:

five (5) years of service	\$100.00
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six (6) years of service	\$125.00
seven (7) years of service	\$150.00
eight (8) years of service	\$175.00
nine (9) years of service	\$200.00
ten (10) years of service	\$275.00
fifteen (15) years of service	\$325.00
twenty years (20) and greater	\$375.00

Longevity payment will be made to employees at the time of their employment anniversary date.

Upon retirement, resignation, or layoff, employees will be eligible for a longevity payment for their final year of employment. The payment will be calculated by crediting the employee with one-twelfth (1/12) of the amount for each month of service.

- 8.4 Extra hours either scheduled or non-scheduled will be offered based on seniority of the employees within the established work group on a rotational basis.

Article 9 – Job Security

- 9.1 Any reduction in the work force of permanent, competitive employees shall be consistent with Civil Service Law, Sections 80 and 81.

In the event of a reduction in force among Non-competitive or Labor class employees covered by this Agreement, layoffs shall take place by inverse seniority within the classification affected. In the event that the employee is the least senior employee in the classification, the employee may displace the lease

senior employee in a lower classification, providing the laid off employee has previously held the lower title within the Town of Greece.

The laid off employee may displace the least senior employee in a lower classification, provided the laid off employee has greater seniority within the job family line of progression. The Town will request from Monroe County Civil Service a job family line of progression concerning affected titles.

The laid off employee shall have recall rights, by seniority, within two (2) years of layoff to the same title or to a lower title, within the job family line of progression pursuant to Civil Service Law.

If the Town reduces the present workforce by layoff due to the abolishment of function or reduction of force, the union and the Town shall negotiate the impact of such decision on the terms and condition of employment of the employee affected.

- 9.2 If a Full-time position in the Non-competitive or Labor class becomes available in a job title covered by this Agreement, employees of this bargaining unit shall be offered the opportunity of assuming the vacant Full time position.

Where the qualifications of two or more employees covered under this Agreement are relatively equal, then seniority shall apply. The qualifications of an employee shall be determined by the Town. However, the provisions of this section shall be subject to the grievance and arbitration provisions of this Agreement.

Nothing contained herein shall prevent the Town from filling vacancies from outside the bargaining unit.

Article 10 – Compensation

10.1 Effective with the first pay period of 2011 the 2010 base salary schedule shall be increased by 3.00%

Effective with the first pay period of 2012 the 2011 base salary schedule shall be increased by 3.10%

Effective with the first pay period of 2013 the 2012 base salary schedule shall be increased by 3.20%.

10.2 Effective January 1, 2011 employees who work on Sunday as part of their regular schedule shall receive a premium of fifty cents (\$0.50) for each hour worked on Sunday.

10.3 The Town will give all members in Court Security titles and Parking monitor titles an annual shoe stipend of fifty dollars (\$50.00) per IRS regulations.

10.4 Effective with the first pay period of 2002, the title " Court Security" will move from Group 1 of the salary schedule to Group 3. Employees will move to the same Step in Group 3 as they are in Group 1.

Article 11 – Maternity Leave

- 11.1 An employee who is pregnant may continue to work as long as she and her physician feel she can adequately perform her work.
- 11.2 An employee on maternity leave has the right to be reinstated in a position of equivalent pay within six months of the first day of maternity leave. If the employee' s job function is to be changed upon return from maternity leave, such employee shall receive at least two weeks advance notice of the change of job function.
- 11.3 During the period of maternity leave, the employee will be entitled to all Town benefits as set forth in this agreement.

Article 12 - Life Insurance

Effective with the ratification of the agreement, the Town shall provide to all employees group life insurance in the amount of \$15,000.00.

Article 13 – Bereavement Time

- 13.1 Employees will be granted three (3) working days leave with pay for a death in the employee' s family (between the day of the death and the day following the funeral) which shall include spouse, parent, child, brother, or sister, father-in-law or mother-in-law, brother-in-law, sister-in-law, grandchild and grandparents.

13.2 Upon request, the employee shall submit evidence of death attesting to the validity of such absence to the Department Head.

13.3 Each day of bereavement leave shall be paid based upon the number of hours which the employee would have been regularly scheduled to work.

Article 14 – Holidays

14.1 Effective upon execution of this Agreement, all employees who are normally scheduled to work shall be paid their regular scheduled hours for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- A Floating Holiday mutually agreed to between the employee and his/her supervisor.
- A Floating Holiday consistent with the Floating Holiday designated in the Lighthouse contract

Each employee shall be paid his/her regular rate of pay for each holiday in the pay period in which the holiday occurs.

If an employee is not normally scheduled to work on the day of the holiday he/she (with mutual supervisory agreement) will take another scheduled work day off during that pay period and code the day with the holiday pay code. In the event the supervisor cannot accommodate multiple requests for a particular date, Seniority (as defined in Article 8) will be the deciding factor.

Floating Holiday(s) must be used before the end of the Payroll Year (by the end of Pay Period 26 or Pay Period 27), not the calendar year. Floating Holidays may not be carried over into the next payroll year.

Article 15 – Health Insurance

15.1 – Employees

Employees covered by this agreement may, by application, become members of the following Town Plans or substantial equivalent:

Town of Greece High Option Plan

Town of Greece Mid Option Plan

Town of Greece Core Option Plan

The base health plan will be the Town of Greece Mid Option Plan

Employees in this unit will be offered health insurance coverage under the following conditions:

- a. The employee shall have worked for the Town for a two (2) year period; service considered under Article 8.1 shall be counted in meeting this period;

- b. The Town will contribute 50% of the total premium of the base plan listed above. The employee will contribute the balance of the premium, based upon the plan selected, by payroll deduction;
- c. The Town's health insurance program must be the sole source of coverage available to the employee. If coverage is available elsewhere, whether comparable or not, whether fully or partially paid by another source, the employee will not be eligible for Town coverage. Employees wishing to participate in Town coverage must provide verifiable information to attest to this eligibility factor on an annual basis;
- d. Any employee who does not meet the above conditions may participate in the Town's health insurance program as a self payer.
- e. It shall be the employee's responsibility to initiate membership in a health insurance plan offered by the Town and to notify the Town of any change in family status or other qualifying event as described:

- Change in family status (marriage or divorce/annulment)

- Change from single, two-person or family coverage

- Addition/removal of a spouse and/or dependent

- Loss of coverage (under another plan or under spouse's plan)

- Change in work hours

- Medicare eligibility of self or spouse or dependent

- Change due to death

Changes in family status or qualifying events must be reported within 30 days of such change/event.

All premiums involved shall be the obligation of the employee and shall be in accordance with the established Town billing process. Coverage will be terminated if the employee is delinquent in making monthly premium payments. Coverage will be reactivated only upon resolution of the delinquent payments.

The Town reserves the right to exclude from coverage individuals who disregard billing procedures and payment deadlines.

15.2 Retirees

Pending continued eligibility by the insurer, employees hired prior to January 1, 2011 may at the time of retirement continue their health insurance through the Town plan under the following conditions:

- a. shall have worked for the Town for a period of fifteen (15) years;
- b. drawing a pension from the New York State Retirement System; or
- c. drawing a pension or disability benefit under Social Security.
- d. The Town's health insurance program must be the sole source of coverage available to the retiree. If coverage is available elsewhere, whether comparable or not, whether fully or partially paid by another source, the retiree will not be eligible for Town coverage. Retirees wishing to participate in Town coverage must provide verifiable information to attest to this eligibility factor if requested;
- e. The retiree is responsible for 100% of the health insurance premium (including any administrative fee the insurer may charge) and will make payment directly to the insurer.

Article 16 – Disciplinary Procedures

- 16.1 Any employee who has completed his probationary period shall not be disciplined or discharged without just and sufficient cause.
- 16.2 Any such employee who is disciplined or discharged shall be served with a notice of the action taken and the reasons therefore. A copy of the notice of action taken shall simultaneously be served upon the President of Local 1170 or his

authorized designee. Such notice shall include name, job title, and reason for dismissal or suspension.

- 16.3 All employees who are disciplined or discharged shall have recourse to the grievance and arbitration provisions of this agreement.

Dismissal during the probationary period shall be subject to the grievance, but not the arbitration provisions of this agreement.

Article 17 – Grievance/Arbitration Procedure

- 17.1 Each employee, the Union, or an employee designated as a union representative, shall have the right to present his grievance to representatives of the Town, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to representation in all steps of the grievance procedure. The Union will be informed of all grievances filed under the grievance procedure and will be given opportunity to participate in the grievance procedure at all stages.
- 17.2 A grievance shall be a complaint by an employee or group of employees or by a union representative based upon any event or condition effecting their welfare and/or terms and conditions of employment, including but limited to wages, hours or working conditions or any matter with respect to the interpretation or application of any provisions of the collective bargaining agreement between the parties.

The Union or an employee shall have the right to utilize the Grievance and Arbitration procedure for past practices that affect ten (10) or more employees. A

past practice shall be defined as a personnel policy or procedure that is open and well-known to both parties for a long period of time and that has existed with no protest from either party.

17.3 The time limits of this Grievance and Arbitration article are to be expressed in terms of " working days" where working days are defined as Monday through Friday, except for Holidays officially recognized by this contract.

17.4 Pendency of a grievance shall in no way operate to impede, delay, or interfere with the right of the Town to take the action complained of.

Grievance Steps:

- #1 Department Head
- #2 Personnel Director
- #3 Town Supervisor

17.5 Step 1A grievance, as defined hereinabove, between an employee and the Town shall be initiated in the first instance by the employee to the Department Head within twenty-five (25) working days following its known occurrence to the grievant. The grievance shall stipulate the specific provision or provisions of the contract which is alleged to have been violated by the Town. All grievances shall be submitted in written form.

The Department Head shall serve a written reply to the aggrieved party (or parties) within six (6) working days of the submission of the grievance.

17.6 Step 2

In the event the grievance is not disposed of under Step 1, the aggrieved employee may request a review of the grievance with the Town' s Personnel Director in the same manner provided for in Step 1 of the grievance procedure within seven (7) working days of the conclusion of Step 1.

The Personnel Director or authorized designee, shall conduct an informal hearing at which all parties involved may present oral or written statements in support of their positions.

The Personnel Director, or the authorized designee, shall serve a written reply to the aggrieved employee within seven (7) working days following the close of the hearing.

17.7 Step 3

In the event the grievance is not disposed of under Step 2, the aggrieved employee may request a review of the grievance with the Town Supervisor. Such request shall be submitted to the Town Supervisor in the same manner provided for in Step 2 of the grievance procedure within seven (7) working days of the conclusion of Step 2.

The Town Supervisor shall conduct a hearing at which all parties involved may present oral or written statements in support of their positions.

The Town Supervisor, or his authorized designee, shall serve a written reply to the aggrieved employee within seven (7) working days following the close of the hearing.

17.8 Arbitration

Step 4

In the event the grievance is not disposed of under Step 3 of the grievance procedure, the aggrieved employee may submit the grievance to arbitration in the manner provided for below, within fifteen (15) working days from the conclusion of Step 3.

A request from the grieving party shall be submitted to the New York State Public Relations Board requesting a panel of seven (7) names to be submitted to both parties to the dispute. The parties shall select an arbitrator from the panel submitted by alternately striking the names from the panel until one (1) name remains. The remaining person shall be the arbitrator in the dispute.

The arbitrator, after reviewing oral and written statements and testimony presented at such hearing, shall respond in writing to both parties to the dispute within thirty (30) working days following the close of such hearing. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this agreement, nor shall he substitute his issue for that of the parties unless such change is mutually agreed to by the parties, nor shall he substitute his discretion for that of the Town or the Union where such discretion has been retained by the Town or the Union, nor shall he exercise any responsibility or function of the Town or the Union.

The fees and expenses of the arbitrator shall be shared equally between the parties hereto.

The time limits, as set forth herein, shall be strictly adhered to and may be waived for good cause only by written consent between the parties to this agreement.

Article 18 – Vacation

18.1 Employees will be credited with the following days of vacation based on their seniority:

upon the completion of:

- six (6) months, 3 standard work days
- one year, .50 day per month
- two years, .67 day per month
- three years, .75 day per month
- four years, .92 day per month
- nine years or more, 1.17days per month

Vacation may be accumulated up to a total of 140 hours.

18.2 Choice of vacation shall be by seniority as defined by the seniority provisions of this agreement.

18.3 In the event an employee incurs documented illness or accident while on vacation, no charge will be made against their vacation credits.

18.4 Monthly vacation accruals will cease when an employee's unpaid leave exceeds sixty (60) consecutive calendar days. Additional monthly accruals will be forfeited for every full thirty (30) day increment thereafter.

Article 19 – Snow Days

In the event that Town offices are closed by the Town Supervisor because of a snow emergency, the treatment of part-time employees will be consistent with that of full-time employees.

Article 20 Sick Days

20.1 Employees will receive .67 day per month upon completion of one month of service.

Sick leave may be accumulated to a maximum of thirty (30) days.

20.2 Sick leave shall be granted for the following reasons:

- Sickness or injury to the employee
- Serious illness in the employee's immediate family requiring the care and attendance by the employee.
- Quarantine by health officials.

Immediate family for the purpose of this article shall include mother, father, child, spouse, or another relative who is actually a member of the employee's household.

20.3 In cases where absence due to an illness is of a duration of more than four (4) consecutive working days, a statement from the employee's physician may be required by the department head.

20.4 Each day of sick leave shall be paid based upon the number of hours which the employee would have been regularly scheduled to work.

20.5 Employees will be allowed to "Flex" their time during the week to make up for lost hours due to medical and dental appointments scheduled during working hours (which are not included in 20.2).

20.6 Monthly sick accruals will cease when an employee's unpaid leave exceeds sixty (60) consecutive calendar days. Additional monthly accruals will be forfeited for every full thirty (30) day increment thereafter.

20.7 Employees covered by this agreement who have been employed by the Town for a minimum of five (5) years shall be eligible to be considered for half pay sick leave for a non-occupational disability, sickness or accident for a period not to exceed three months under the following conditions:

- a. All paid leave that the employee is eligible to receive is exhausted;
- b. The employee has produced a statement from the attending physician indicating the reason for and anticipated length of the disability;
- c. The employee has not abused the sick leave privilege during the course of employment with the Town.

Half pay will be calculated based upon the regular number of scheduled hours for the employee for a standard pay period.

Employees will be eligible to receive half pay sick leave for a cumulative total of 3 months in a twelve month period. The 12 month period will commence on the first use of half pay sick leave. Employees will also only be eligible to receive half pay sick leave for one 12 month period out of every 24 months. The 24 month

period will commence when the employee has returned to work having exhausted their half pay sick leave eligibility as defined above.

Article 21 – Complete Agreement/Separability

21.1 The parties acknowledge that during the negotiations that preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

This agreement shall represent all employees' rights, privileges and benefits granted to the Town to its employees, and unless specifically and expressly set forth in this agreement, all practices and benefits previously granted are not in effect.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE BENEFITS CONFERRED BY THIS AGREEMENT ARE SUBJECT TO THE APPLICABLE PROVISIONS OF LAW, AND TO THE APPROVAL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS THE APPROPRIATION OF FUNDS FOR SUCH AGREEMENT BY THE TOWN BOARD.

21.2 Should any part hereof, or any provision herein contained be rendered or declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of the agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair practice. The remaining parts or provisions shall remain in full force and effect.

Article 22 – No Strike Pledge

The Union affirms that it does not assert the right to strike against the Town; to assist or participate in any strike; or to impose an obligation upon its members to conduct, assist, or participate in any strike, or concerted withholding of services.

Article 23 – Jury Duty

Any employee required to serve as a Juror and who provides a copy of their summons and verification of service will continue to receive regular base pay for standard scheduled hours. Any compensation received by the employee for service as a Juror, excluding mileage and parking fees, for days the employee would have been scheduled to work will be reimbursed to the Town. It is expected that employees who receive notice to serve as jurors will advise their supervisors promptly and will cooperate in the rescheduling of jury service should the initial period be a hardship on the department.

Article 24 – Workers’ Compensation

In the event of a compensable injury, the Town shall allow employees to use accrued credits to balance between partial and full pay.

Article 25 – Tax Deferred Compensation

Effective January 1, 1994 the Town will provide a tax deferred compensation plan for employees in the unit.

Article 26 – Mileage Reimbursement

Employees who utilize their personal vehicle on Town business shall be reimbursed at the rate as established by the IRS.

The Town will enroll employees whose job duties require use of their own vehicles on a consistent basis to carry out their normal duties in an approved defensive driving course at no cost to the employees.

Article 27 – Release Time

The Town agrees to provide Union release time, not to exceed five (5) days per year (non-cumulative) for the President, Vice President of the Union, or their designee, with prior approval of the supervisor.

Article 28 – Labor/Management Committee

The parties shall form a labor Management Committee to meet at mutually agreed times to discuss topics of mutual concern and to insure a harmonious relationship. The Committee shall be coordinated by the Personnel Director, with two (2) representatives of the Union and up to two (2) Department Heads, who shall attend depending on the topics under consideration.

Article 29 – Separation

In the event of resignation, termination or retirement, employee vacation and floating holiday banks will be paid in a separate check at the same time as the final payroll check is issued. Longevity will be paid according to Article 8.3. In the event of employee death, payments will be made to the employee's estate.

Article 30– Terms of Agreement/Future Negotiations

- 30.1 This agreement shall become effective January 1, 2011 and shall terminate on December 31, 2013.
- 30.2 The parties mutually agree that negotiations for 2014 will commence by September 2013. In the event that the Town and the Union are unable to reach a new agreement by December 31, 2013, it is agreed that all benefits, terms, and conditions of this existing agreement shall remain in full force and effect until a new agreement is reached.

IN WITNESS WHEREOF the parties hereto have here unto affixed their hands
and seal this 7th day of June, 2011.

John Auberge

for TOWN OF GREECE

John P. Pusloskie

for C.W.A. LOCAL 1170

[Signature]

Tracy Alastoy

Barbara S. Christo

[Signature]

Rick Sanby

Deborah Ogletree

Harrison W. Evers

Dandra M. Schramm