COLLECTIVE BARGAINING AGREEMENT
between

LOCAL 456, I.B.T WHITE COLLAR BARGAINING UNIT

and

THE TOWN OF BEDFORD

January 1, 2015 to December 31, 2018

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THIS AGREEMENT effective January 1, 2009 through December 31, 2014, by and between the **Town of Bedford** a municipal corporation of the State of New York (hereinafter referred to as the "Town") with offices at the Town House, Bedford Hills, New York 10507, and the **International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 456, I.B.T. (White Collar Unit)** (hereinafter referred to as the "Union") with offices at 160 South Central Avenue, Elmsford, New York 10523.

ARTICLE I
UNIT

This Agreement shall apply to all full-time employees employed by the Town of Bedford in the classifications contained in Schedule "A" of this Agreement and all other full-time white collar employees in similar classifications established by the Town and excluding all others.

ARTICLE II
RECOGNITION

Section 1: The Union, having heretofore presented appropriate evidence that it represents the majority of the employees in the Town employed in the classifications set forth in Schedule "A" is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Town in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the collective bargaining agreement herewith executed.

Section 2: The Town agrees that, upon presentation of dues deduction authorization cards, signed by the individual employees to which this Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts designated by the Union as Union membership dues and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made. The Town agrees that for employees to which

this Agreement is applicable who are not members of the Union, it will make monthly deductions from the wages of such members in the amount equivalent to the dues levied by the Union and will remit such deductions to the Union, together with a list of members from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions have been made. This clause, as to new employees, shall be applicable on the last day of the month of their date of hire. The Town shall be held harmless and indemnified by the Union for any claims, demands or suits arising out of or in connection with the collection of dues or agency shop deductions by the Town.

Section 3: The Union shall have the right to post notices and other communications with the permission of the Town Supervisor, or his/her designee, which permission shall not be unreasonably withheld, on bulletin boards maintained on the premises and facilities of the Town. The officers and agents of the Union, with reasonable notice to the Town, shall have the right of visitation upon the Town's facilities for the purposes of adjusting grievances and administering the terms and conditions of this contract.

Section 4: There shall be one (1) Chief Shop Steward and no more than two (2) Assistant Shop Stewards whose names shall be certified by the Union to the Town. The Chief Shop Steward or one (1) Assistant Shop Steward shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances, for the administration of this Agreement. The Steward shall not leave their assigned duties for the above-described purpose without permission from the Department head, which shall not be unreasonably denied.

ARTICLE III
RECIPROCAL RIGHTS

Section 1: The Town shall have the right to hire, discipline, promote, transfer and otherwise direct its workforce consistent with New York State Civil Service and Town law and the terms of this Agreement.

Section 2: The Town Supervisor, or his/her designee, shall be solely responsible for the coordination of the times when any of the departments are in need to assign temporary supplemental employees. The Town shall provide advance notice to the Union in the event it will utilize a seasonal or temporary employee and for what purpose. In not event shall the employment of a seasonal or temporary employee exceed 120 days without the Union's agreement if Unit work is involved. Employment of a seasonal or temporary employee at any point after the 120 days, regardless of a break, shall be deemed to exceed 120 days.

ARTICLE IV
CLASSIFICATION RATES AND WAGES

Section 1:

A. The hourly rate shall be set forth in Schedule "A" of this agreement. The hourly rate of pay shall be multiplied by 1820 hours to calculate the annual rate of pay. The daily rate of pay shall be calculated by multiplying the hourly rate of pay times seven (7) hours in the workday.

B. The Town shall notify the Union within ten (10) business days of any new classification or of any change in the job description of a current classification.

Section 2: Employees shall be entitled to the following annual longevity increments effective on the dates indicated:

After 5 years of continuous service	-	$ 800.00
After 10 years of continuous service	-	$1,800.00
After 15 years of continuous service	-	$2,300.00

After 20 years of continuous service - $3,300.00
After 25 years of continuous service - $4,300.00

All longevity shall be paid by separate check on an annual basis in the first payroll after the employee's anniversary date with appropriate deduction for taxes pursuant to applicable Federal and State tax regulations. The Town shall endeavor to withhold the minimum taxes prescribed by said regulations. Longevity shall be utilized for the calculation of overtime pay rates.

Section 3: There shall be a probationary period for all new employees which shall be as set forth in the Westchester County Civil Service Rules.

Section 4: All newly hired full-time employees shall be paid at Step 1 of the pay level due their classification and shall be advanced to the next step due their classification at the next full pay period following their anniversary date. Upon promotion to a higher classification, the employee shall be paid at a step in the promotion classification rate that results in a salary that is at least one thousand ($1,000.00) dollars above the employee's salary immediately prior to the promotion.

Section 5: The Town agrees that no part-time Employees shall earn an hourly rate of pay higher than the rate due a full-time employee at Level I, Step 1.

Section 6: Pay shall be bi-weekly and shall be calculated by dividing annual salary by actual work days in that year. For purposes of this Section 6, vacation, personal Leave, bereavement leave, compensatory time off and paid holidays shall be considered time worked.

Section 7: Employees, on an individual basis, may elect payroll deduction for cafeteria style benefits (i.e., AFLAC, N.Y. State College Savings, Flexible Health Benefit, Deferred Compensation).

ARTICLE V
WORK DAY AND WORK WEEK

Section 1: The work day for employees except for Parks & Recreation Department shall be from 8:30 A.M. to 4:30 P.M. which includes a one (1) hour duty free lunch period, Monday to Friday. Employees assigned to the Highway Department Office and the Police Department shall continue their present work schedule. Lunch period shall not be taken at the end of the workday except in extenuating circumstances as approved by the Department Head.

Section 2: In the event the Town determines that there is a need for duties and/or work to be performed in a Department on Saturday and/or Sunday, such duties and/or work shall be performed by a qualified volunteer employee from that Department by seniority, at the appropriate overtime rate. In the event that a volunteer cannot be found within qualified employees in that Department, the Town shall have the right to assign the least senior qualified employee in that Department to perform such Saturday and/or Sunday overtime at the appropriate overtime rate.

Section 3: The scheduling of work on Sunday shall be done only in an extreme situation.

Section 4: The employees shall be entitled to a fifteen (15) minute paid break in the morning to be taken between the hours of 9:30 A.M. and 11:00 A.M., and a fifteen (15) minute paid break in the afternoon to be taken between the hours of 2:00 P.M. and 3:30 P.M. Employees shall be entitled to an unpaid duty free, lunch period. Members of the bargaining unit shall not be required to punch out and back in for their lunch period. The time cards shall reflect an acknowledgement to be signed by the employee that he/she took a one hour duty-free lunch period each work day unless indicated otherwise on the card.

Section 5: Employees shall make every effort to report to work on time. If, through all efforts an employee is unable to report on time, he/she must advise his/her supervisor prior to the

commencement of the workday that he/she will be late for work. The Town shall maintain a twenty-four (24) hour tape for such purpose and shall advise the employee, in writing, of the telephone number. Employees are expected to work their entire workday except where prior approved leave has been granted. In an emergency situation, an employee may request to leave work before the end of the workday and charge an appropriate accrual where approved by the Department Head.

Section 6: Recreation Department Work Day/Work Week

A. Clerical employees of the Recreation Department shall have a workday of 8:30 A.M. to 4:30 P.M., (Monday to Friday) which includes a one (1) hour duty free lunch period. Lunch period shall not be taken at the end of the workday except in extenuating circumstances as approved by the Department Head.

B. All other members of the Recreation Department shall work a flexible workday and workweek commensurate to the duties and programs assigned. These employees may utilize flex-time, compensatory time and/or paid overtime (to a maximum cash payment of Four Thousand Five Hundred ($4,500.00) Dollars per fiscal year per employee which shall be for the first overtime worked in each fiscal year at the contractual applicable rate of pay) as compensation for overtime worked. The maximum cash payment will be increased to $6,500 per fiscal year per employee effective March 2, 2016. The increase of $2,000 shall be prorated in 2016.

C. Flex-time and/or compensatory time which an employee elects to take as time off shall be taken on the prior approval of the head of Department of Parks and Recreation. Such requests shall be submitted in writing, not more than ten (10) business days prior to the date(s) requested to the Department Head and the Department Head shall approve or disapprove

the time off request, in writing, within three (3) days of the date requested. In the event of an emergency situation (an unplanned, unforeseen event), the employee shall make the request as soon as he/she becomes aware of the emergency situation.

D. Flex-time shall be earned on an hour for hour basis and must be utilized within thirty (30) days of the time the flex-time was accumulated.

E. Compensatory time shall be compensated at the contractual rate of pay. Compensatory time earned in any fiscal year must be taken by the end of that fiscal year or will be paid in cash, except that compensatory time earned in a fiscal year for which the employee has been refused, the time off by his/her Department Head shall be carried over in his/her compensatory time bank from fiscal year to fiscal year to a maximum accumulation of two hundred fifty (250) hours at any given time.

F. Compensatory time in excess of two hundred fifty (250) hours must be paid in cash at the contractual rate of pay.

G. Upon separation from Town service or transfers out of the bargaining unit the employee shall be entitled to cash payment for up to two hundred fifty (250) hours of accumulated compensatory time plus any compensatory time due him/her for the fiscal year of his/her separation or transfer.

H. If separation from Town service is caused by the death of the employee his/her accumulated compensatory time (to a maximum of two hundred fifty (250) hours, plus any compensatory time due the employee for the fiscal year of his/her death) shall be paid to the employees heirs or estate as the case may be.

I. For the purpose of this Section 6, B through I, the employee's workweek shall be Sunday 12:01 A.M. to Saturday 11:59 P.M. to a maximum of thirty-five (35) hours and/or seven (7) hours in a work day.

Section 7: Effective September 19, 2006, members of the bargaining unit who are post-probation permanent employees shall be subject to the Town of Bedford Time and Attendance Policy, a copy of which is attached and part of this Agreement as Appendix "B".

Section 8: Unit members in the title of Police Dispatcher may, by mutual agreement between the Chief of Police and the affected employee(s) in the Police Dispatcher title, work a different tour and/or on different days other than the regular Monday to Friday schedule upon at least five (5) days advanced notice to the affected employee. The frequency of tour change requests will be reasonable. Any such change shall be to accommodate special events or the special needs of the Police Department. In those instances where a Police Dispatcher is required to work two (2) consecutive full tours in succession (i.e., 16 hours), there shall be a minimum of six (6) hours off duty following the consecutive tours and prior to the next tour thereafter.

ARTICLE VI
PREMIUM TIME

Section 1: Time and one-half the regular rate of pay shall be paid for all overtime work approved or directed by the Town.

A. After the normal workday of seven (7) hours, if a continuation of the workday.

B. After thirty-five (35) hours per week.

Section 2: Double the regular rate of pay shall be paid for all work performed:

A. On Sunday.

B. On a holiday in addition to the holiday pay.

Section 3: Employees who are called out to work shall receive a minimum of two (2) hours pay at the appropriate overtime rate. Such minimum call-out pay shall not apply to assignments that are continuous to the beginning or end of the normal work day. The Town shall call out a minimum of two (2) employees, if such call-out will result in only one (1) Town employee being alone in a Town facility.

Section 4: Overtime shall not be pyramided; i.e., no overtime rate applied on top of overtime rate being paid.

Section 5: Overtime shall be paid in minimum increments of one (1) minute.

A. The Town shall install time clocks, provided time clocks are installed at all work sites. All employees shall be entitled to a three (3) minute "grace" period when punching in at the start of the work day, or out at the end of the work day.

Section 6: Employees, except Recreation Department employees covered by Article VI, Section 6, B, C, D, E, F, G, H and I, may elect to receive compensatory time in lieu of cash payment for all or any portion of overtime worked. Such compensatory time shall be earned at the same rate as cash payment. Earned overtime credits, when compensatory time is requested by the employee, shall be credited in units of one (1) hour; those units of earned credits of less than (1) hour shall be paid in cash as will out-of-title increments.

A. Employees may carry over to the next year (January 1 to December 31) a maximum of fifteen (15) hours of accumulated compensatory time.

(1) Accumulated compensatory time due an employee in excess of fifteen (15) hours as of the last paycheck in the year shall be paid to the employee in the second paycheck in January of each year at the rate of pay due the employee on December 31 of the prior year.

B. Employees may request payment for all or a portion of accumulated compensatory time, in writing, from the Town at any time during the year.

(1) Payment for accumulated compensatory time, when payment is requested by the employee, shall be paid not later than the employee's next full payroll period check following the date the employee requests payment.

C. Compensatory time off may be used in minimum one (1) hour increments. Once the employee has reached the one (1) hour minimum, the same instance of compensatory time off can be extended by increments of one-half (1/2) hour (i.e., one and one-half hours).

Section 7: Employees who make application for the taking of compensatory time at least one (1) calendar week prior to the date they wish to take compensatory time shall be granted the compensatory time subject to the reasonable needs of the Department to which the employee is assigned. Requests for compensatory time off shall not be valid if filed more than thirty (30) calendar days prior to the date requested. In the event that there is a dispute as to a compensatory time off it shall be resolved by the first request filed, if both filed on the same date, by full-time employment seniority.

A. Emergency compensatory time (leave for unforeseen, or unscheduled events) may be taken by an employee by contacting his/her department as soon as practicable after the employee becomes aware of the emergency.

ARTICLE VII
HOLIDAYS

Section 1: The following shall be paid holidays and shall be celebrated on the date defined by New York State Law as the date of celebration where so defined:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Presidents Birthday	Veteran's Day

Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day

A. Lincoln's Birthday shall be a "floating holiday" which shall be taken on a day requested by a majority of the employees. The Union shall advise the Town by January 15 of each year of the date to be taken that year.

Section 2: In the event that a holiday shall occur on a Saturday or a Sunday shall be celebrated on the date of celebration designated by New York State Law.

A. In the event that a holiday shall occur on a Saturday or a Sunday shall be celebrated on the date of celebration designated by New York State Law.

ARTICLE VIII
VACATIONS

Section 1: A new employee shall receive during his/her first year's work, one (1) work day vacation for each month worked, from the date of employment to December 31st, with a maximum of ten (10) work days. In figuring this time, the month during which the employee starts will be counted, but not January. However, the employee will not be entitled to use such vacation allowance until the employee has completed six (6) months service with the Town. The following year the employee shall receive ten (10) work days annual vacation. Effective January 1, 2007 and thereafter, employees who have completed three (3) years of employment shall be entitled to thirteen (13) work days of annual vacation. Then after the fifth (5) year the employee shall receive fifteen (15) work days annual vacation. After ten (10) years of employment, twenty (20) workdays annual vacation.. After fifteen (15) years of employment, one (1) additional vacation day per year to a maximum of twenty-five (25) work days of annual vacation.

Section 2: Anniversary dates for the determination of vacation allowances shall be calculated on January 1 of each year. Anniversary dates which occur during that calendar year shall be deemed to occur on the preceding January 1. Vacation time selection of the employee shall be subject to approval of the Department Head. In the event of a dispute over a selected vacation period seniority shall prevail.

Section 3: Employees shall not be entitled to accumulate more than a total of fifteen (15) days of unused vacation without the approval of the Department Head. Any unused vacation at the end of the fiscal year shall, or on the approval of the Department Head carried over provided that his/her total accumulation does not exceed the maximum accumulation set forth herein.

A. In the event that the Town cancels a vacation period selected by an employee the Town shall pay the employee, at normal rate for the vacation, plus their normal rate of pay.

Section 4: Unused earned vacation shall be payable on retirement or death at the rate of pay due the employee on his/her last day of employment.

Section 5: Vacation allowance may be utilized in increments of one-half (1/2) day.

Section 6: Employees of the bargaining unit, when extending their vacation by utilization of accumulated compensatory time to extend their time off shall be deemed to be using accumulated compensatory time prior to vacation time.

ARTICLE IX
PAID LEAVE

Section 1: Sick Leave

A. Employees shall be entitled to thirteen (13) days sick leave per year, the first year's total to be figured on a pro rata basis until the end of the calendar year. Sick leave may be utilized in minimum increments of one-half (1/2) hour. Unused sick days shall accumulate without limitation, including those unused sick days standing to an employee's credit as of January 7, 2002.

B. It shall be the obligation of all employees, in the event of illness, to call their supervisor's office by 8:30 A.M. on the day of their absence. The Town shall maintain a twenty-four (24) hour tape for such purposes and shall advise the employees, in writing, of the telephone number.

C. Accumulated unused sick leave may be used for serious illness of a member of the employee's family.

D. Employees may participate in the Town's Sick Bank, subject to the rules and regulations of the Bank.

Section 2: Termination Pay

A. Upon separation of the employee, except for just cause or resignation in lieu of disciplinary charges, accumulated unused sick leave, to a maximum of two hundred sixty (260) days shall be reimbursed at the then current salary rate pursuant to the following schedule:

Sick Leave Accumulation	Rate of Reimbursement
0 to 50 days	10% of all days
51 to 100 days	60% of all days
101 to 150 days	80% of all days
151 to 260 days	100% of all days

B. Employees may elect, upon retirement, to utilize up to one hundred sixty-five (165) days of their accumulated sick leave towards the benefit provided pursuant to Section 41-J of the New York State Employee's Retirement System. The balance of sick leave accumulation shall be paid in cash based on the retiree's total accumulation of sick leave (i.e., 260 less 165, balance for payment 95 days).

C. In the event of the death of the employee, pursuant to Section 2, A of this Article, payment shall be made to the deceased employee's beneficiary or estate, as the case may be.

Section 3: Personal Leave

A. Employees shall be entitled to four (4) days per year. New hires in their first year of employment are to be figured on a pro rata basis until the end of the calendar year. Personal Leave is intended to be used to attend to personal business, or matters which cannot be taken care of by the employee other than during the normal work day, requests are to be made at least one (1) calendar week in advance, except in emergency situations.

B. Unused personal leave shall be converted to unused sick leave and shall be added to the employee's accumulated sick leave.

C. Personal leave may be utilized in minimum increments of one (1) hour.

Section 4: Bereavement

A. The Town shall pay to employees for any time lost not exceeding five (5) consecutive work days from the day following the date of the death for absence necessarily incurred by an employee in arranging and attending the funeral of his/her father, mother, spouse, child, mother-in-law, father-in-law, brother, sister, grandchild. Three (3) consecutive work days from the day following the date of the death of the employee's grandparent, grandparent-in-law, brother-in-law, sister-in-law, and (1) day for attending the funeral of any other member of the employee's or spouse's family.

(1) Time taken by the employee pursuant to this Section 4, need not be consecutive days in those instances where the service for the deceased (i.e., funeral, memorial, etc.) does not fall within the five (5) day window.

Section 5: Workers' Compensation

An employee who incurs an on-the-job injury or illness shall immediately advise his/her supervisor of such injury and shall provide the supervisor with sufficient information for the completion of a Workers' Compensation claim form.

A. If the injury or illness requires the employee to be absent five (5) or less work days, the following requirements shall apply:

(1) The employee shall provide the Town, as soon as possible after the accident or illness with medical documentation concerning his/her medical condition, the prognosis, the proposed date for the return to full duty by the employee and the ability of the employee to perform light duty work if returned to work.

(2) The Town agrees to pay the employee his/her full salary during this period and not charge the employee's accumulated sick leave or vacation leave even though such time is not reimbursable by Workers' Compensation. During this period, the Town may assign the employee to a light duty assignment provided the employee's doctor has determined that the employee can perform light duty work.

B. If the injury or illness requires an employee to be absent for more than five (5) days, the employee shall receive his/her full salary for a period of up to one (1) year following the date of injury or illness. Such payment shall not be charged against the employee's accumulated sick leave or vacation unless the Town contests the claimed injury or illness. The employee shall assign any claim for Workers' Compensation benefits for wages to the Town.

(1) In the event that the Town contests that the illness or injury occurred as a result of the employee's service to the Town, the employee must first use all his/her accumulated paid time off benefits to remain at full pay. When all paid time off benefits are exhausted the employee shall remain at full pay to a maximum of one (1) year from the date of the contested illness or injury.

(2) In the event that Workers' Compensation rules the contested illness or injury is covered by Workers' Compensation, all accumulated time off benefits utilized by the employee shall be restored.

(3) Upon completion of the one (1) year period of payment, the employee shall receive benefits directly from the Workers' Compensation carrier. He/she may also use any accumulated sick leave or vacation credits to remain at full pay.

C. Determination of the New York State Workers' Compensation Board as to whether or not a disability is service connected, the extent of such disability, and the appropriate period of absence shall be conclusive.

D. Vacation, sick leave and personal leave credit shall not be earned during the period of Workers' Compensation absence, whether paid or unpaid.

Section 6: The following provisions of the Town of Bedford Personnel Manual (as revised October 4, 1994) shall be continued for employees:

A. Maternity/Paternity Leave

(1) A pregnant employee shall be allowed to perform job duties as long as medically able, but not when such pregnancy may endanger the

employee or constitute a liability to the Town. The Town shall not be liable for any injury to the employee or child in the event of an injury caused by remaining on the job too long into the pregnancy.

(2) A pregnant employee, upon filing the appropriate medical documentation indicating inability to perform the duties of the position shall be granted six (6) weeks of paid Maternity Leave. In addition, in compliance with the Family and Medical Leave Act of 1993, the employee may use any credited or accumulated sick leave days, vacation days, personal leave days and compensatory time credit to a total, including the six (6) weeks of paid leave, of twelve (12) weeks. Where accumulated sick, personal or vacation leave is not available, weeks seven (7) through twelve (12) will be unpaid leave.

(3) A male employee shall be entitled to one (1) week of paid Paternity Leave following the birth of a child to his legal spouse.

B. Travel and Conference Expenses

(1) Allowances will be granted for approved trips and attendance at conferences. Employees are encouraged to remind vendors that the Town is tax exempt (tax exempt certificates can be obtained from the Finance Office).

The allowances are subject to change but currently are:

Food: $30.00 per day

Lodging: Cost per night for single room.

Transportation: Private car - prevailing IRS rate for mileage.

Town vehicle - cost of gasoline when unable to use Town facilities.

Bus/Airplane - (Public vehicle) - cost of private carrier tickets.
Taxi - actual cost.

Rental - when less expensive than taxi.

Tolls - actual cost.

(2) General Municipal Law (Section 77-b (6)) permits the advancing of money for estimated expenditures for registration fees, travel, meals, lodging and tuition fees where the employee is duly authorized to attend a conference, provided itemized vouchers showing actual expenditures are submitted after such attendance and moneys advanced by the Town in excess of such expenditures are refunded to the Town.

(3) In order to request an advance, the following steps must be followed:

(a) The employee must submit a written request outlining the time, date(s), place and cost of the conference, and an explanation of why he/she is requesting approval to attend. Such submission shall be made in a timely manner so that it can be listed as a Town Board agenda item and approved by the Town Board.

(b) Itemized vouchers showing actual expenditures must be submitted for audit within two (2) weeks after such attendance and money advanced in excess of such actual

expenditures must be refunded to the Town when the voucher is submitted.

ARTICLE X
UNIT WORK AND ASSIGNMENTS

Section 1: The Town shall not utilize part-time and/or seasonal employees except for the duration of a specific time period called by the Town Supervisor. Part-time and seasonal employees shall be used to augment the work force, but shall not be used to replace full-time employees. The Town shall provide advance notice to the Union in the event it will utilize a seasonal or temporary employee and for what purpose. In no event shall the employment of a seasonal or temporary employee exceed 120 days without the Union's agreement if Unit work is involved. Employment of a seasonal or temporary employee at any point after the 120 days, regardless of a break, shall be deemed to exceed 120 days.

Section 2: The Town shall not subcontract work normally performed by members of the bargaining unit if such subcontracting results in loss of work for full-time members of the bargaining unit.

ARTICLE XI
PAID LEAVE

Section 1: Employees holding the position of Shop Steward and one (1) Assistant Shop Steward shall be granted paid leave in reasonable amounts to negotiate successor collective bargaining agreements and to investigate grievances or assist members of the Unit who are the subject of discipline.

ARTICLE XII
SENIORITY

Section 1: Seniority between employees covered by this Agreement shall be computed on the basis of continuous full-time service since their last date of hire.

Section 2: Absence due to illness, compensable injury, approved leave or lay-off up to one (1) year will not be a breach of continuous service with the Town for the purposes of seniority, longevity, vacation picks or other applicable provisions of this contract.

Section 3: In the event that there are any openings in positions covered by this agreement or new positions are created which the Town intends to fill, notice of such openings shall be posted on appropriate Town bulletin boards and at each work facility for a period of fifteen (15) business days prior to the filling of such positions by the Town. During this period any employee interested in applying for the position shall so apply in writing to the Department Head in which the position is to be filled. Employees in any of the classifications represented by the Union shall be eligible to apply for such positions. Promotions and appointments shall be made, subject to Civil Service Law, in order of seniority where possible and with due consideration for fitness, ability and seniority of full-time service with the Town.

ARTICLE XIII
OUT-OF-TITLE EMPLOYMENT

Section 1: When an employee works above his/her classification, he/she shall be paid the higher classification rate; when an employee works in a lower classification, he/she shall be paid his/her regular classification rate.

A. Assignment to the higher classification shall be made from qualified employees in the next lowest classification based upon seniority, fitness and ability being equal.

ARTICLE XIV
MAINTENANCE OF STANDARDS

Section 1: Rate of pay, hours of work, and conditions of employment in effect prior to this agreement and not covered by this agreement shall not be reduced during the term of this agreement.

ARTICLE XV
PROFESSIONAL APPEARANCE

Section 1: Where the Town requires employees to wear distinctive uniforms, clothing or special protective clothing, such clothing, uniforms and equipment will be furnished in reasonable quantities by the Town without cost to the employee, including cleaning as required by the Town.

ARTICLE XVI
WELFARE

Section 1: (a) Effective January 1, 2012, the Town will pay eight-eight (88%) percent of the applicable premium for the New York State Health Insurance Plan (CORE., plus enhancements) ("NYSHIP") and the HMO option for all employees hired before January 1, 2012 and their eligible dependents, including employees absent due to illness or injury, with the employee to pay the remaining twelve (12%) percent of the applicable premium through payroll deduction. The Town shall, as in the past, continue to make available the Health Maintenance Organization ("HMO") it has provided. The parties agree that the Town, upon conferring with the Union, may make modification to the HMO plan (i.e., deductibles and co-pays) in order for the premium for the HMO option not to exceed the premium for the NYSHIP. The Town shall continue to pay the full cost of the current dental or a dental plan which provides benefits equal to the current plan for each employee and his/her eligible dependents.

(b) Effective January 1, 2013 the employee contribution rate for health insurance for employees hired before January 1, 2012 shall be fifteen (15%) percent. Effective January 1, 2014 the employee contribution rate for employees hired before January 1, 2012 shall be eighteen (18%) percent.

(c) Employees hired on or after January 1, 2012 shall pay twenty (20%) percent of the applicable NYSHIP premium.

(d) Effective with the first full payroll period following March 1, 2016, the employee contribution to health insurance for NYSHIP and the HMO option, for employees hired on or before March 2, 2016 shall contribute three (3%) percent of employee's annual base salary for all incumbent employees enrolled in the family plan and one and one-half (1.5%) percent of employee's annual base salary for all incumbent employees enrolled in the individual plan. The employee contributions referenced herein are in addition to any difference between the premium for the so called "H.M.O. Option" and the NYSHIP Plan and shall, to the extent there is such a difference in premium, be a cost to any unit member picking the H.M.O. option.

(e) Full time unit members hired after March 2, 2016 who participate in the Town's health insurance plan shall pay ten (10%) percent of the annual premium during active employment. The employee contributions referenced herein are in addition to any difference between the premium for the so called "H.M.O. Option" and the NYSHIP Plan and shall, to the extent there is such a difference in premium, be a cost to any unit member picking the H.M.O. option.

Section 2: (a) Upon becoming eligible for retirement benefits from the New York State Retirement System, subject also to eligibility requirements of the current health insurance program which is the NYSH.I.P. (CORE, plus enhancements), employees shall receive after retirement, without contribution, the health insurance plan described herein on the employee and his/her eligible dependents, provided that they have completed five (5) years of employment with the Town if employed prior to January 1, 2012. The service requirement for all employees hired on or after January 1, 2012 shall be (15) years.

(b) Any member hired after March 2, 2016 shall be eligible for health insurance in retirement from Town employment into the State Employees Retirement System so long as the retiree has at least fifteen (15) years of active full time service with the Town prior to retirement. If such member is eligible for and chooses health insurance through the Town Plan in retirement, he/she shall be required to pay the same percentage of the premium paid by such employee at the time of his/her retirement.

Section 3: Effective on or after January 1, 2012, an employee may opt to decline and waive health insurance coverage provided by the Town, only when the employee has other health insurance and makes application to the Town in accordance with the terms as set forth in Appendix "D" attached hereto and made a part of this Agreement. An employee who declines and waives health insurance coverage as provided in Appendix "D" shall receive five thousand ($5,000) dollars, to be paid in equal installments in the first payroll of each month. The Town agrees to pro-rate all premiums to be paid based upon the period the employee declines and waives health insurance coverage.

The affected employee(s), in the event they wish to resume individual or dependent health insurance coverage by the Town as set forth herein and pursuant to Appendix "D", attached hereto and made of this Agreement, shall comply with the requirements as set forth herein.

Section 4: Welfare Fund

A. The parties agree that the annual sum to be paid by the Town to the Welfare Fund commencing January 1, 2015 shall be $1,200 per employee.

B. Payment shall be made by the Town in six (6) month installments, the first half being due on or before February 1st and the second half being due on or about August 1st of each year.

C. Such Welfare Trust Fund money shall be paid for such welfare purposes as shall be determined by the Trustees of the Teamsters Local 456 Municipal Employees Welfare Fund, so long as such funds are utilized for the benefit of all employees within the designated appropriate unit.

D. The Fund Trustees shall, on his/her written request, render to the Town Supervisor, an accounting in writing of the use of such funds and an annual certified audit.

E. The number of employees for which payment shall be made shall be measured quarterly and such payments shall not be made for temporary, seasonal or part-time employees.

ARTICLE XVII
WORKPLACE SECURITY

Section 1: The Town will furnish, during the term of this Agreement, at no cost to employees, identity cards for all covered Town employees with photographs identifying the employee and the department for which he/she works.

ARTICLE XVIII
PENSIONS

Section 1: The Town agrees to provide employees with retirement benefits pursuant to Section 75-i of the Retirement and Social Security Law, i.e., retirement at half-pay at the age of fifty-five (55) years and upon twenty-five (25) years of employment. All new employees hired after July 1, 1973 shall be entitled only to such retirement benefits as the New York State legislature may determine, as set forth in the New York State Retirement and Social Security Law.

Section 2: Employees upon retirement may elect to receive additional service credits pursuant to Section 41-j of the New York State Employees' Retirement System.

ARTICLE XIX
PROFESSIONAL DEVELOPMENT

Section 1: The Town shall reimburse employees for the full cost of enrollment, tuition and books for courses related to an employee's employment with the Town and prior approval of the Department Head.

Section 2: The Town shall reimburse employees for the full cost of obtaining and renewing any license or certificate which the employee must maintain for their continued employment in their classification.

ARTICLE XX
EMPLOYEE DISCIPLINE

Section 1: All discipline of employees by the Town shall be pursuant to Section 75 of the New York State Civil Service Law.

Section 2: Effective September 19, 2006, Section 1 of this Article shall be deleted and bargaining unit members shall be subject to the Alternate Disciplinary Procedure set forth in Appendix "C" of this Agreement.

ARTICLE XXI
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Any claim that the terms of this Agreement have been violated shall be a grievance and shall be processed as follows:

A. By the employee(s) or the Shop Steward filing said grievance with the Supervisor of the respective department within thirty (30) business days of when the grievance arose or could have been reasonably discovered by the employee(s), whichever is later.

B. If the grievance is not settled in Step "A" within ten (10) business days, then the Union shall have the right to refer the grievance in writing to the Town Supervisor.

C. Town-Union or Union-Town grievances may be entered in writing directly at Step "B".

D. If the grievance is not then settled within ten (10) business days, either party may, within (10) business days after receipt of the written answer, refer the matter to binding arbitration by a arbitrator, to be mutually agreed upon. If the parties are unable to agree on the impartial arbitrator within ten (10) business days, the New York State Public Employment Relations Board (P.E.R.B.) shall designate an arbitrator in accordance with its rules. The decision of the arbitrator shall be binding.

E. The Voluntary Labor Arbitration Rules of the New York State P.E.R.B. shall apply.

F. The Town and Union shall bear equally the arbitrator's fees and expenses, if any.

ARTICLE XXII
NO STRIKE - NO LOCKOUT

Section 1: The Union will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employee's Fair Employment Act, nor will the Employer engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XXIII
CONTINUATION OF BENEFITS

Section 1: All terms and conditions of employment in effect prior to this agreement not specifically contained in this agreement shall be continued.

Section 2: Any amendment and/or change in the Town of Bedford Personnel Manual (as in effect January 7, 2002) that affects members of the bargaining unit shall be deemed as subject to negotiations with Local 456, I.B.T.

ARTICLE XXIV
PERSONNEL FILES

Section 1: Employees shall have the right on three (3) business day's prior written notice to the Personnel Office, to review, initial and date the contents of their Personnel file.

Section 2: Upon review of their Personnel file as set forth in Section 1 above the employee, within fifteen (15) working days, may submit a written response which shall be attached to the original document or communication and placed in the employee's Personnel file.

ARTICLE XXV
POSTING

Section 1: The Town shall post notice, not less than ten (10) business days prior to filling any open or newly created positions at all job sites. Such posting shall contain the qualifications needed for the position, as well as, the salary of the position.

Section 2: Qualified candidates for the position shall, within fifteen (15) business days such positing, submit a written resume of their qualifications for the position to the department head in which the opening exists.

ARTICLE XXVI
LEGISLATIVE APPROVAL

Section 1: **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

ARTICLE XXVII
TERM

Section 1: This contract shall begin January 1, 2015 and expire on December 31, 2018

LOCAL 456, I.B.T.

By: Louis A Picani Date: 11/14/16
Louis A. Picani, President

TOWN OF BEDFORD

By: Chris Burdick Date: 11/21/16
Chris Burdick, Supervisor

1026/186/578783v2 11/3/16

APPENDIX "A" - 1

TITLES

Animal Warden (Moved to Level #2 on 03/02/2016)
Community Service Worker
Intermediate Clerk Typist
Data Entry Operator
Intermediate Clerk
Parking Enforcement Officer
Police Dispatcher (Moved to Level #2 on 03/02/2016 & Level #2 on 01/01/2017)

LEVEL #1

	2015	2015 Hourly	2016	2016 Hourly	2017	2017 Hourly	2018	2018 Hourly
1	$38,848	$21.35	$39,624	$21.77	$40,615.04	$22.32	$41,630.42	$22.87
2	$40,511	$22.26	$41,321	$22.70	$42,354.18	$23.27	$43,413.03	$23.85
3	$42,174	$23.17	$43,018	$23.64	$44,093.31	$24.23	$45,195.65	$24.83
4	$43,838	$24.09	$44,715	$24.57	$45,832.45	$25.18	$46,978.26	$25.81
5	$45,500	$25.00	$46,410	$25.50	$47,570.51	$26.14	$48,759.77	$26.79

APPENDIX "A" - 2

TITLES
Animal Warden (Effective 03/02/2016)
Police Dispatcher (Effective 03/02/2016)
Intermediate Account Clerk/Typist
Assistant Assessment Clerk
Assessment/ Tax Aide
Intermediate Account Clerk

LEVEL #2

	2015	2015 Hourly	2016	2016 Hourly	2017	2017 Hourly	2018	2018 Hourly
1	$42,649	$23.43	$43,502	$23.90	$44,590	$24.50	$45,705	$25.11
2	$44,313	$24.35	$45,199	$24.83	$46,329	$25.46	$47,487	$26.09
3	$45,976	$25.26	$46,896	$25.77	$48,068	$26.41	$49,270	$27.07
4	$47,640	$26.18	$48,592	$26.70	$49,807	$27.37	$51,052	$28.05
5	$49,302	$27.09	$50,288	$27.63	$51,545	$28.32	$52,834	$29.03

APPENDIX "A" - 3

TITLES
Assistant Court Clerk
Office Assistant
Police Dispatcher (Effective 01/01/2017)

LEVEL #3

	2015	2015 Hourly	2016	2016 Hourly	2017	2017 Hourly	2018	2018 Hourly
1	$44,907	$24.67	$45,805	$25.17	$46,950	$25.80	$48,124	$26.44
2	$46,570	$25.59	$47,502	$26.10	$48,689	$26.75	$49,907	$27.42
3	$48,234	$26.50	$49,199	$27.03	$50,429	$27.71	$51,689	$28.40
4	$49,896	$27.42	$50,894	$27.96	$52,167	$28.66	$53,471	$29.38
5	$51,560	$28.33	$52,591	$28.90	$53,906	$29.62	$55,253	$30.36

APPENDIX "A" - 4

TITLES
Sr. Office Assistant
Deputy Town Clerk
Planning Secretary
Recreation Leader

LEVEL #4

	2015	2015 Hourly	2016	2016 Hourly	2017	2017 Hourly	2018	2018 Hourly
1	$47,877	$26.31	$ 48,834	$26.83	$50,055	$27.50	$51,306	$28.19
2	$49,422	$27.15	$ 50,410	$27.70	$51,670	$28.39	$52,962	$29.10
3	$50,965	$28.00	$ 51,985	$28.56	$53,284	$29.28	$54,617	$30.01
4	$52,509	$28.85	$ 53,560	$29.43	$54,899	$30.16	$56,271	$30.92
5	$54,054	$29.70	$ 55,136	$30.29	$56,514	$31.05	$57,927	$31.83

APPENDIX "A" -5

TITLES
Sr. Account Clerk
Sr. Account Clerk/Typist
Sr. Office Assistant (Office Manager)./Zoning
Secretary/Steno
Sr. Recreation Leader
Payroll Clerk
Code Enforcement Officer

LEVEL #5

	2015	2015 Hourly	2016	2016 Hourly	2017	2017 Hourly	2018	2018 Hourly
1	$54,291	$29.83	$55,377	$30.43	$56,762	$31.19	$58,181	$31.97
2	$55,955	$30.74	$57,074	$31.36	$58,501	$32.14	$59,963	$32.95
3	$57,618	$31.66	$58,771	$32.29	$60,240	$33.10	$61,746	$33.93
4	$59,282	$32.57	$60,467	$33.22	$61,979	$34.05	$63,528	$34.91
5	$60,944	$33.49	$62,163	$34.16	$63,717	$35.01	$65,310	$35.88

APPENDIX "A" - 6

TITLES
Sr. Bookkeeper
Court Clerk
Recreation Supervisor

LEVEL #6

	2015	2015 Hourly	2016	2016 Hourly	2017	2017 Hourly	2018	2018 Hourly
1	$60,827	$33.42	$62,043	$34.09	$63,594	$34.94	$65,184	$35.82
2	$62,490	$34.34	$63,740	$35.02	$65,333	$35.90	$66,967	$36.79
3	$64,153	$35.25	$65,436	$35.95	$67,072	$36.85	$68,748	$37.77
4	$65,816	$36.16	$67,132	$36.89	$68,811	$37.81	$70,531	$38.75
5	$67,479	$37.08	$68,829	$37.82	$70,550	$38.76	$72,314	$39.73

APPENDIX "B"

TOWN OF BEDFORD (WHITE COLLAR) TIME AND ATTENDANCE POLICY (Effective September 19, 2006)

The Bedford Time and Attendance Policy is intended to provide the Town with standardized monitoring, control and management systems to reduce employee absenteeism and tardiness and to prevent or respond to the inappropriate and/or excessive use of leave credits and reliance upon leave without pay. Legitimate use of time credits shall not be included in/or to establish a pattern of abuse.

The parties agree to the following terms which shall apply for post-probation members of the bargaining unit.

A. Definitions:

(1) Unauthorized Absence – An absence which is not authorized. Early departure from the assigned duty station or leaving work early without the Department Supervisor's or his/her designee's approval or leaving work following a disciplinary interview without the Department Supervisor or his/her designee's approval will also constitute an unauthorized absence. Should an employee provide timely notification of absence but choose not to charge accrued time, such absence shall be considered unauthorized. It is understood that absence pursuant to a Town Board approved leave of absence without pay and/or absence required to be approved pursuant to the Family and Medical Leave Act will not be considered unauthorized leave.

(2) Tardiness – An absence of more than three (3) minutes from the assigned work station at the time work is scheduled to begin. It is understood that should the employee clock in

within the grace period it is expected that the employee will work to the end of the regular workday unless excused on authorized leave.

(3) Occasions of Absence – Once an employee is designated as an abuser with a pattern of one (1) day, two (2) consecutive or three (3) consecutive work days of absence, the Department Head or his/her designee may require that the employee provide certification from a doctor which substantiates that an employee was unable to work, or absence was due to illness in his/her immediate family for a period of longer than three (3) consecutive work days, will cause the longer period to count as one (1) occasion of absence. This medical substantiation must be submitted within two (2) business days of returning to work.

(4) Authorized Absence Without Pay – An absence requested and approved in advance by the Department Head or his/her designee where the employee has no accrued time available to charge for the absence. Advanced approval may be waived if the absence is due to a sudden illness or injury to the employee or his/her immediate family. However, the employee must submit, within two (2) business days of his/her return to work, medical substantiation. It is understood that such absences are generally intermittent. A Department Head or designee may not approve an absence of this type longer than two (2) weeks. Such leave without pay in excess of two (2) weeks must be approved by the Town Board.

B. Tardiness:

Where a Department Head determines that an employee has abused time through repeated tardiness a written warning will be issued. The employee will be considered a tardiness abuser upon the issuance of a written warning. In the event of strikes, severe storms or similar uncontrollable conditions affecting employees, tardiness shall be excused. Once the employee has been deemed a tardiness abuser, the employee may no longer charge his/her time accruals to

cover work not performed as a result of a late arrival to work and shall be "docked" for the time not worked. It is understood that an employee shall be considered "tardy" unless the employee does not come in that day and such time shall be considered an unauthorized absence until the employee proves otherwise. The following disciplinary schedule shall be applied for those individuals who have been deemed tardiness abusers:

(1)	First Offense following warning:	A letter of reprimand.
(2)	Second Offense:	A letter of reprimand, plus "docked" for time 2 hours pay at normal rate.
(3)	Third Offense:	Disciplinary charges

C. Excessive Absenteeism:

A Department Head may determine that an employee has abused leave time based upon an absenteeism for the following reasons:

(1) Misuse of accruals including, but not limited to, the abuse of sick leave;

(2) Patterns of abuse including, but not limited to, use of sick leave on Mondays or Fridays, before or after holidays, before or after paydays and/or before, after or during work assignments an employee has expressed a desire not to participate in;

(3) Significant use of sick leave without acceptable medical documentation that affects the employee's ability to perform the duties of the job.

Any absenteeism which forms the basis for such designation must be established by the Department Head. The Department Head must give the employee a written warning at the time that the employee is determined to be an abuser, except where an element of fraud is involved, in which case disciplinary charges may be preferred. Thereafter, if no charges are preferred, the following schedule of discipline shall be applied:

(1)	First occasion of absence:	Written reprimand placed in personnel file.
(2)	Second occasion of absence:	2 hours pay at normal rate; Letter in personnel file.
(3)	Third occasion of absence:	Disciplinary charges.

D. Unauthorized Absence:

Where a Department Head determines that an employee has participated in an unauthorized absence, the employee will be subject to the following:

(1)	First Offense:	Letter of reprimand.
(2)	Second Offense:	Disciplinary charges.

APPENDIX "C"

TOWN OF BEDFORD (WHITE COLLAR) ALTERNATE DISCIPLINARY PROCEDURE (Effective September 19, 2006)

SECTION 1: Eligibility

This Article establishes an alternative disciplinary procedure for members of the bargaining unit. It shall apply to all persons who have completed their probationary period and would otherwise be entitled to protection pursuant to Sections 75 and 76 of the Civil Service Law. The disciplinary procedure provided herein is not applicable to probationary or provisional competitive class employees who are not eligible for the benefits of Sections 75 and 76.

SECTION 2. Waiver of Rights Under Sections 75 & 76 of the Civil Service Law

The following disciplinary procedure for incompetency and/or misconduct shall apply to employees as provided herein in lieu of the procedure specified in Civil Service Law Sections 75 and 76. The Employer and the Union fully understand and agree that the provisions of the Civil Service Law herein stated shall not apply to disciplinary action instituted against Unit members and they fully understand and agree that those members of the bargaining unit who would be entitled to the rights set forth in the Civil Service Law have expressly waived their rights and that all further disciplinary actions shall be conducted under the procedures contained in this procedure.

SECTION 3. Employee's Rights

A. Upon request of the employee, a Union representative shall be allowed to be present during any disciplinary counseling session where the results of the session may result in

disciplinary charges being preferred against the employee. It is understood that this requirement should not inhibit counseling between the Department Supervisor or his/her designee and employees without a Union representative being present where no written document will be placed in the employee's personnel file.

B. An employee shall not be disciplined for acts which occurred more than eighteen (18) months prior to the date of the notice of discipline, except where the act(s) would constitute a crime in which case no time limit shall apply. In any event, this provision will not limit the Employer and the Hearing Officer from considering the entire employment record with respect to the appropriateness of the penalty to be imposed.

C. All documents placed in an employee's personnel file relating to performance, including but not limited to attendance issues, shall be signed by the employee. The employee's signature represents acknowledgment of receipt of the documents, but does not necessarily constitute agreement with the contents of the document. An employee may respond in writing to such documents within ten (10) work days of receipt. The employee's response shall also be placed in his/her personnel file and attached to the accusatory document.

SECTION 4. Employer Imposed Discipline Procedure

A. Misconduct and/or incompetency may form the basis for the imposition of discipline pursuant to this procedure.

B. Where the Employer seeks to impose discipline under this portion of this procedure, the employee will be served either personally or by certified mail (at his/her last known address on record with the Personnel Department) with a written notice of discipline describing the alleged acts forming the basis for the disciplinary action. In addition, the notice shall contain the penalty to be imposed which may be amended at any time thereafter. A copy of

the notice of discipline will be presented to the President of the local Union at its business office (160 South Central Avenue, Elmsford, New York).

C. The Employer may impose any of the following disciplinary penalties which will be subject to review through the arbitration provision of the grievance procedure:

A reprimand, a fine not to exceed $100.00 to be deducted from salary or wages, or a suspension without pay up to thirty (30) working days. The imposition of such disciplinary penalties will be subject to direct binding arbitral review before one of the designated Hearing Officers listed below and will not be subject to the procedure set out hereafter. Request for such a hearing must be made within ten (10) calendar days of the receipt of charges or shall be waived. The cost of the arbitrator shall be borne equally by the Town and the Union.

SECTION 5. Impartial Hearing Officer Procedure

A. In the event that the Employer seeks to impose a penalty in excess of those set forth in Section 4,C. above, the employee has the right to a hearing before an impartial Hearing Officer pursuant to the procedure set out hereafter.

B. In such cases, the Employer shall provide the employee with a notice of discipline which shall include the following:

(1) Notice of charges describing the alleged acts forming the basis for disciplinary action including the date, location and approximate time of the alleged incident(s).

(2) The right to a hearing before an impartial Hearing Officer.

(3) The right to be represented at said hearing by a Union representative or attorney of his/her choice.

(4) The employee must request such a hearing by submitting a written request to the charging party within ten (10) calendar days after receipt of the notice of discipline if he/she disagrees with the proposed charges and/or penalty set therein.

(5) The employee will be reminded that it shall be his/her responsibility that he/she should contact the Union immediately upon receipt of the notice of discipline.

C. Within ten (10) calendar days of receipt of the notice of discipline the employee must file a written request for a hearing with the Charging Party. Failure to file such request within ten (10) calendar days of receipt of the notice of discipline will constitute acceptance of the proposed penalty by the employee and will settle the matter in its entirety.

D. The Employer will provide copies of all Notice of Disciplinary Charges to the President of the Union at its business office (160 South Central Avenue, Elmsford, New York).

E. Hearing Panel – A panel of Hearing Officers selected and mutually agreed upon by the Employer and the Union shall be as follows:

(1)	Joel Douglas	(3)	Alfred Cava
(2)	Rosemary Townley	(4)	Howard Edelman

Upon a member of the panel being mutually removed and/or choosing to remove him/herself, both parties shall submit a list of three (3) names of the remaining panel members who shall choose from the names submitted by both to fill the vacancy on the panel. Said list will remain in existence during the term of this Agreement. Hearing Officers shall serve on a rotating basis. However, if a Hearing Officer cannot offer a date within thirty (30) days of notification of appointment, the Town may elect to move to the next Hearing Officer. The cost

of Hearing Officer's services for hearings held under Section 5 shall be borne equally by the Town and the Union.

F. Hearing Procedure

(1) The Employer shall notify the Hearing Officer who is next in rotation of the need for a hearing after receipt of the employee's written request for a hearing.

(2) The Hearing Officer shall schedule a hearing as soon as possible but in no event later than thirty (30) calendar days of receipt of the Employer's notification of the need for a hearing. If unable to provide a date within this period of time, the Town may elect to go to the next Hearing Officer.

(3) Proof

(a) The burden of proof in such a disciplinary hearing shall fall upon the Employer. The Employer must prove the charges by substantial evidence.

(b) The technical rules of evidence shall not be required in such a hearing.

(c) The employee or his/her chosen representative shall have the right in such a hearing to call witnesses and to cross-examine witnesses called by the Employer. The Employer shall have the right to cross-examine witnesses called by the employee.

(4) A transcript of the disciplinary hearing will be provided at the Town's expense. A copy shall be provided to the Hearing Officer and to the charged party without cost.

G. Hearing Officer's Authority

(1) The decision of the Hearing Officer shall be rendered within thirty (30) calendar days of the close of the hearing.

(2) The Hearing Officer shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provision of this Agreement or any amendments or supplement thereto, or to add any new provision to this Agreement or any amendment or supplement thereto. Rather, the Hearing Officer is limited to making findings as to guilt or innocence and the appropriateness of the penalty as proposed by the Town. Should the Hearing Officer determine that the proposed penalty is inappropriate, he/she may recommend an alternative penalty or dismissal of the charges.

(3) The Hearing Officer shall make a recommendation to the Town Board on guilt and an appropriate penalty. The decision of the Town Board shall be binding upon both parties and is not subject to the grievance procedure set forth herein. Review of the Town Board's determination is subject to CPLR Article 78.

SECTION 6. Suspension Without Pay

A. Pending the hearing and final determination in a disciplinary matter pursuant to Section 5 of this procedure, the employee against whom the Employer seeks to impose discipline

may be suspended without pay for a period not to exceed thirty (30) calendar days. However, if the Employer determines that there is probable cause to believe that the employee's presence on the job represents a potential danger to person(s) or property or would interfere with operations, such suspension without pay may extend until the first day of the hearing at which time such determinations shall be reviewable immediately by the Hearing Officer to determine whether the Employer had probable cause and whether the employee should be returned to the payroll retroactive to the date of the employee's suspension without pay, or a date determined by the Hearing Officer and approved by the Town Board. If the Hearing Officer finds that the employee poses such a danger or interference, the suspension may continue pending the outcome of the hearing. If the Hearing Officer does not find that the employee poses such a danger or interference, the employee shall be immediately returned to the payroll.

All other terms and conditions contained in the 2006-2008 agreement between the parties shall continue without change.

APPENDIX "D"

WAIVER/REINSTATEMENT OF HEALTH INSURANCE
(Effective January 1, 2012)

The parties agree to provide for an optional buy-out of health insurance coverage by an employee of the bargaining unit. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan, may notify the Town on the Request to Decline And Waive Health Insurance Coverage form attached hereto and made a part of Appendix "D", that he/she is selecting to decline and waive the health insurance coverage provided by the Town, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above, shall receive five thousand ($5,000) dollars, to be paid in equal installments in the first payroll of each calendar month, for the period of time the employee declines and waives health insurance coverage provided by the Town.

It is further agreed and understood by and between the parties, that any employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Town, he/she is required to provide written notice to the Town on the Request to Resume Health Insurance Coverage form attached hereto and made a part of Appendix "D", that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Town. The parties recognize and agree that the effective date of the employee's re-establishment of health insurance coverage by the Town shall be at the earliest possible date as provided by the plan. The Town agrees to notify the plan upon

notice by the employee to them, of that employee's decision to re-establish health insurance coverage through the Town.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Town shall be responsible for providing the form(s) to the employee that are attached hereto and made a part of Appendix "D" and this agreement and shall be used as set forth herein.

TOWN OF BEDFORD
REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, , hereby request a decline and waive of health insurance provided by the Town for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Town health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through:
(Name of organization or employer) _____

Subscriber Name: _____

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Town provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to 'Request to Reinstate Health Insurance Coverage', and to re-establish Town provided health insurance coverage and that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Town as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

3. I understand and agree that I will be compensated by the Town for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between Local 456, I.B.T. and the Town.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Town to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Town the necessary form to re-establish the health insurance coverage provided by the Town in accordance with the requirements of the Town's health insurance carrier. The effective date of re-establishment of my health insurance is subject to the rules and regulations of the Town's health insurance carrier. Upon resumption of my health insurance coverage through the Town, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement by and between Local 456, I.B.T. and the Town.

5. The Town has represented that its plan meets requirements of Affordability and Minimum Value. In waiving coverage, I understand that I and/or my dependents may enroll under this plan in the future in accordance with the plan's requirements as advised by the Town. I understand that I will be asked to sign a Annual Waiver of Group Coverage each year I waive my employer's group health insurance coverage.

Date:_____

Employee Signature_____ Print Name:_____

Town of Bedford Agent:_____ Print Name: _____

cc: Shop Steward, Local 456, I.B.T.
Local 456, I.B.T.
160 South Central Avenue
Elmsford, NY 10523

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TOWN OF BEDFORD
REQUEST TO REINSTATE HEALTH INSURANCE COVERAGE

1. I, hereby request to re-establish Town provided health insurance which I had previously received from the Town. I have attached a completed New York State Health Insurance Transaction Form or Alternate Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the Town's health insurance carrier.

3. I understand and agree that the compensation which I have received in connection with the previously executed 'Request to Decline and Waive Health Insurance Coverage' will be terminated upon re-establishment of Town provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between Local 456, I.B.T. and the Town.

Date:_____

Employee Signature_____ Print Name:_____

Accepted for the Town of Bedford:

Town Agent:_____ Print Name:_____

cc: Shop Steward, Local 456, I.B.T.
Local 456, I.B.T.
160 South Central Avenue
Elmsford, NY 10523

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John Dinin, Supervisor
Town of Bedford
Bedford Town Hall
Bedford Hills, NY 10507-1398

RE: Local 456, I.B.T. and the Town of Bedford (White Collar Unit) Annual Stipends

Dear Mr. Dinin:

This letter is to confirm the agreement reached by Local 456, I.B.T. and the Town of Bedford on April 25, 2003 concerning annual stipends for members of the Local 456, I.B.T. white collar bargaining unit.

Bargaining unit member Kathy Cohen shall continue to receive the annual one thousand ($1,000.00) dollars stipend she assumes for the Town's recycling program. This annual stipend may be adjusted by the mutual agreement of Local 456, I.B.T. and the Town.

If this letter reflects the agreement reached on April 25, 2003, please sign this letter on the space provided below and mail a copy to me for my file.

Sincerely,

John P. Henry
Labor Relations Consultant

JPH:tas
cc: Alexandra Costello
Brian M. Lucyk, Esq.
Bernard E. Doyle
Dan Kane, Sr.

I CONCUR:

_____ Date:_____
Lee V. A. Roberts, Supervisor

1026/186/578783v2 11/3/16