

TOWN OF OAKFIELD

YEAR END MEETING

DECEMBER 30, 2014

ROLL

CALL: Supervisor Glor
Deputy Supervisor Veazey
Councilman Cianfrini
Councilman Kabel
Councilman Martin

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Dennis
Assessor Flansburg
Ryan Manges

Supervisor Glor called the meeting to order at 5:30 pm; followed by the Pledge to the Flag

The following line item transfers were submitted for approval:

TOWN OF OAKFIELD

<i>Transfer From:</i>	A1420.4	Attorney Contr.	3,185.00
	A1620.4	Town Hall Contr.	6,040.00
	A1990.4	Contingency	20,753.00
	A8160.4	Refuse/Garbage Contr.	9,857.00
			<hr/>
			\$ 39,835.00

<i>Transfer To:</i>	A1355.4	Assessor Contr.	\$ 4,615.00
	A1440.4a	Professional Services	\$ 22,425.00
	A1660.4	Central Storeroom Contr.	\$ 698.00
	A4560.4	Medical/Physician	\$ 183.00
	A7110.4	Parks Contra	\$ 967.00

A7550.4	Celebrations Contr.	\$	186.00
A8810.4	Cemeteries Contr.	\$	6,631.00
A9050.8	Unemployment Insurance	\$	4,130.00
		\$	39,835.00

**GENERAL FUND-OUTSIDE
VILLAGE**

<i>Transfer From:</i>	B7320.4	Playground Contr.	\$	5,150.00
		UNANTICIPATED REVENUE		
	B2110	Zoning Fees	\$	2,545.00
			\$	7,695.00

<i>Transfer To:</i>	B3620.1a	Water Line Inspection	\$	4,950.00
	B5182.2	Street Lighting Equipment	\$	2,235.00
	B9030.8	Social Security	\$	510.00
			\$	7,695.00

HIGHWAY FUND-TOWNWIDE

<i>Transfer From:</i>	DA5140.1	Misc. Brush/Weed pers Svc	\$	768.00
	DA5148.1	Svc. Other Gov't.	\$	13,600.00
			\$	14,368.00

<i>Transfer To:</i>	DA5130.2	Equipment Purchase	\$	7,186.00
	DA5130.4	Machinery Contr.	\$	7,182.00

\$ 14,368.00

HIGHWAY FUND-OUTSIDE
VILLAGE

<i>Transfer From:</i>	DB9030.8	Social Security	\$ 273.00
	DB9060.8	Hospital & Medical Ins	\$ 4,260.00
	DB9060.8a	Health Reimb	\$ 910.00
	DB9060.8b	Deduction Reimb	\$ 125.00
		UNANTICIPATED REVENUE	
	DB2300	Services Other Gov't	\$ 7,115.00
	DB3001	Per Capital	\$ 2,277.00
	DB3501	Chips	\$ 5,664.00
		Unexpended Balance	\$ 13,897.00
			<hr/> <hr/> \$ 34,521.00
 <i>Transfer To:</i>	DB5110.1	General Repairs Svc.	 \$ 352.00
	DB5110.4	General Repairs Contr.	\$ 34,169.00
			<hr/> <hr/> \$ 34,521.00

LINE ITEM TRANSFER NO. 2-2014: Motion Deputy Supervisor Veazey, second Councilman Kabel to approve the above line item transfers.

AYES: Glor, Veazey, Cianfrini, Kabel, Martin

MOTION CARRIED unanimous vote (5-0)

Supervisor Glor updated the Board on Green Genesee/Smart Genesee and changes made to the Intermunicipal Agreements. The Agreement must be signed by February of 2015; the costs have increased due to someone forgetting to include administrative costs. The increase works out to be \$1500 per municipality. (\$4,000 in cash and \$1,000 in kind)

The Preconstruction Meeting for Water District 4 resulted in pipe being delivered and a start date of January 5, 2015.

There is one position left to fill on the Grievance Board, Ed Engel has agreed to fill on position.

ABSTRACT 13-2014: Motion Deputy Supervisor Veazey, second Councilman Kabel to authorize the following:

General Fund	388-408	\$11,789.89
Highway DA	139-142	\$ 4,431.34
Highway DB	59	\$ 974.77
Water Funds	9	\$ 100.00
Special Districts	84-85	\$ 190.00
	TOTAL	\$17,486.00

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin
MOTION CARRIED unanimous vote (5-0)

RESOLUTION NO. 96: MEN'S CONTRACT

Councilman Martin offered the following:

CONTRACT AGREEMENT BETWEEN
TOWN OF OAKFIELD AND THE TOWN OF OAKFIELD HIGHWAY DEPARTMENT

TABLE OF CONTENTS

		PAGE
ARTICLE 1	RECOGNITION	2
ARTICLE 2	EMPLOYEES SECURITY AND CHECKOFF	2
ARTICLE 3	MANAGEMENT SECURITY	2
ARTICLE 4	MANAGEMENT RIGHTS	2
ARTICLE 5	SPECIAL MEETINGS	3
ARTICLE 6	GRIEVANCE PROCEDURE	3, 4
ARTICLE 7	SENIORITY	4, 5
ARTICLE 8	LAYOFF AND RECALL	5
ARTICLE 9	OVERTIME	6
ARTICLE 10	REST PERIOD	7
ARTICLE 11	NEW OR CHANGED JOBS	7
ARTICLE 12	WAGES	7
ARTICLE 13	PAY CHANGES	7, 8

ARTICLE 14	VACATIONS	8
ARTICLE 15	HOLIDAYS	9
ARTICLE 16	SICK LEAVES	9, 10
ARTICLE 17	HUMANITARIAN CLAUSES	10
ARTICLE 18	INSURANCE	10, 11
ARTICLE 19	RETIREMENT	11
ARTICLE 20	VALIDITY	11
ARTICLE 21	TERMINATIONS AND MODIFICATION	11
ARTICLE 22	LEGISLATIVE APPROVAL	11
ARTICLE 23	SENIORITY LIST	12
APPENDIX A	WAGE LIST	13
ARTICLE 24	EFFECTIVE DATE	14

EFFECTIVE JANUARY 01, 2015 – DECEMBER 31, 2017

AGREEMENT

This agreement is entered into as of January 1, 2015, between the Town of Oakfield hereinafter referred to as the "Management", and the Town of Oakfield Highway Department. The Town Highway Department is defined as regular full-time employees with the approval of the Oakfield Town Board.

It is the intent and purpose of this agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, and to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment. For ease of reference to his/he also refers to she/her. It is not gender specific.

ARTICLE 1 – RECOGNITION

Section 1 Pursuant to and in accordance with all applicable conditions of the laws of the State of New York, including, but not limited to General Municipal Law, Civil Service Law and Military Law.

ARTICLE 2 – EMPLOYEES SECURITY AND CHECKOFF

Section 2 Management will make available to all employees within a reasonable period of time following the execution thereof, a copy of the agreement.

ARTICLE 3 – MANAGEMENT SECURITY

Section 1 The employees agree that during the life of the agreement they will not cause, encourage, participate in or support any strike or picketing against management, or any slow down or other interference or interruptions in the normal functions of management concerning any matter which is subject to the grievance procedure to the jurisdiction of the Board of Arbitration. Violation of this paragraph shall be grounds for disciplinary actions up to and including discharge without recourse to the grievance procedure.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1 Except as otherwise provided herein, the employees recognize that the management has control and direction of the working forces and operations thereof is vested exclusively in the employer. The employer shall have the right to establish and enforce reasonable rules and regulations to assure orderly operations provided such rules and regulations shall not be inconsistent with the express terms of this agreement. Disputes, which may arise regarding the enforcement of such rules and regulations, will be resolved with the grievance procedures contained herein.

Section 2 The employer agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, creed, national origin, or political affiliations.

ARTICLE 5 – SPECIAL MEETINGS

Section 1 Management and Employees agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reasons for requesting the meeting. Discussions shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to re-negotiate this agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1 It is the intent of the parties to the agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical.

Section 2 A grievance is any dispute, controversy, or difference between:

- a. The parties
- b. Management and an employee(s)

Section 3 Grievances will proceed in the following manner and within the stated time limits:

Step 1. Should a grievance or dispute arise between the employer and any employee or group of employees, the aggrieved employee(s) may, take up such grievances with his Department Head in an effort to adjust the grievances without delay. If the employee's department head, does not satisfactorily adjust the grievance within five (5) work days after such meeting, it shall be immediately appealed to the Board of the employer.

Step 2. If the grievance or dispute is not satisfactorily adjusted or settled by agreement between the committee (employee) and designated representatives of the employer within ten (10) calendar days following the submission of the appeal, the aggrieved party may, within ten (10) calendar days thereafter, request in writing that the matter be referred to a committee for mediation and settlement, with the understanding that the subject of wages is not to be a matter for arbitration. The failure of the aggrieved party to request the referral herein permitted shall constitute a waiver of the grievance.

Step 3. If the grievance or dispute is not satisfactorily adjusted in the foregoing step, the aforementioned referral shall be a committee for mediation consisting of three (3) representatives of the employee's and three (3) representatives of the board. Such joint committee shall meet within twenty-four (24) hours after notice, is given by either party to the other and within forty-eight (48) hours of such meeting the committee shall render its decision.

Step 4. If this aforementioned committee fails to reach a decision, it is to appoint an outside member for the State Mediation Board and his decision shall be final and binding.

Section 4 If a discharge or suspended employee is involved in a case of mediation and if the mediation committee decided the employee was unfairly dealt with, said employee shall be immediately returned to service with all rights restored and paid for lost time.

Section 5 There shall be no lockouts or reduction of work pending the dispute and/or decision of said committee for mediation in any manner.

Section 6 In handling grievances, no employee shall leave his job without permission of the department head. All employees will have regard for operating requirement of the highway department and shall not interfere in the operation of the highway department. Such employee shall be paid a regular hourly rate for the time necessarily spent during his regular working hours in fulfilling the procedures specified in Article 6.

ARTICLE 7 – SENIORITY

Section 1 Definition – Seniority means the status attained by the length of continuous service with the unit.

Section 2 Accrual of Seniority:

- a. Seniority will begin with the employee’s date of hire. If two or more persons are hired on the same day, their seniority will be determined by the use of the alphabetical system.
- b. All original and promotional appointments shall be probationary and subject to a probationary period of six (6) months at \$1.00 per hour less. At any time during probationary period, the board may remove or demote any employee whose performance does not meet its satisfaction. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the board decides to remove the person from the promotional appointment during the period of probation because the employee did not meet its satisfaction.

Section 3 Loss of Seniority – Employees shall lose their seniority for the following reasons:

- a. Discharge, if not reversed
- b. Resignation, any employee absent for three (3) consecutive normally scheduled work days without notification of a valid reason to the Supervisor or the board and who has no legitimate reason for not notifying the board or his supervisor of his absence may be considered as having resigned.
- c. Unexcused failure to return to work when recalled from layoff as set forth in a previous procedure.
- d. An unexcused failure to return to work after expiration of a formal leave of absence.
- e. Retirement
- f. Layoff for a continuous period of six (6) months or the length of the employee’s seniority, whichever is greater.
- g. If the employee of the unit runs for elected office and performs in the capacity of that office, all seniority shall be retained for that employee except for the period of serving in the elected office. He goes back to his job when his term has ended. The employee would also retain his accumulated personal days.

Section 4 Seniority List – Management shall maintain a roster of employee’s arranged according to seniority by department showing name, position class and seniority date and shall furnish a copy to the employee (s) within ninety (90) days after the signing of the agreement and every three (3) years thereafter.

Section 5

Application of Seniority – Seniority shall apply to vacations, layoffs and recalls as otherwise provided in the agreement and to promotions and transfers.

- a. In the event of vacancy, employees shall be given an opportunity to transfer within their position on the basis of their seniority.
- b. In the labor class, promotions shall be determined by seniority as follows
 - 1. Applicants from within the department or
 - 2. If no applicants from the department, then applicants from within the unit. Provided that in either case the applicant is qualified to perform the work. If there are no such applicants, such positions may be filled by persons from outside the unit employment.

Section 6

Study Committee – A committee composed of two (2) persons designated by the employee’s and two (2) persons designated by management, shall study the present promotion policy and shall report back to the parties within four (4) months concerning the operation and use of the systems including any recommendations concerning it.

ARTICLE 8 – LAYOFF AND RECALL

Section 1

Definition – Layoff shall mean a separation of employees from the active work force due to lack of work or funds, or to abolish positions because of changes in the organization.

Section 2

Order of Layoff:

- a. No permanent or probationary employee shall be laid off from his position in the department while any seasonal, temporary or provisional employees are serving in the position class in that department.

Section 3

Notice of Layoff:

- a. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 4

Recall from Layoff:

- a. Employees to be recalled from layoff shall be given a maximum of ten (10) days to respond after notice has been sent out by certified mail to their last known address.
- b. Employees who decline recall or who in absence of extenuating circumstances fail to respond as directed within the time allowed shall be assumed to have resigned.
- c. Permanent and probationary employees shall have unit wide seniority in their classes.

Section 5 In the event that an employee(s) position is to be abolished through sub-contracting the board shall meet with the employee(s) in order to reach a mutual agreement as to the future employment and compensation of said employee.

ARTICLE 9 – OVERTIME

Section 1 The following provisions shall govern compensation for overtime to employees of the unit.

Section 2 Employees covered:

- a. All employees as defined in the bargaining unit shall be eligible for overtime pay.
- b. In the case of general pay increase, those employees eligible for overtime under this agreement shall continue to be eligible for overtime.

Section 3 Definitions:

- a. Normal work week and work day – a normal work week for regular Highway Department employee shall consist of forty (40) hours not including meal period, commencing on Monday and ending on Friday in each week. A normal workday for such employees shall consist of eight (8) consecutive hours, not including meals periods. Daily work schedules shall be as follows:

Highway Department

Summer Schedule 6:00am – 4:00pm Monday through Thursday

Winter Schedule 7:00am – 3:30pm Monday through Friday

Section 4 Method for compensating overtime work:

- a. Overtime shall be and at one and one-half (1 ½) times the employees regular hourly rate in excess of eight (8) hours per day or forty (40) hours per week.
- b. An employee called to work at a time other than his scheduled work shift shall be credited with overtime rate with the actual hours worked at one and one-half (1 ½) times of his regular hourly rate, unless such time shall be continuous with his scheduled work, in which case shall be paid at his overtime rate.
- c. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday, or on vacation, shall be considered to have worked his normal work shift during such absence.
- d. Comp Time: In lieu of overtime pay, an employee may trade worked overtime hours (whole hours only) for future paid time off. Only overtime hours are eligible for Comp Time. Each overtime hours will be registered as 1.5 hours

of Comp Time. Comp Time can only be used for standard work hours. Up to a maximum of eighty (80) hours of Comp Time can be accumulated at any time. Records must be kept for all Comp Time credited and used. No money will be paid for Comp Time. Strictly time for time.

Section 5 Equalization of overtime hours – Overtime shall be distributed as equally practical among employees in the same job classification and within a given department.

Section 6 Supervisory personnel outside of the bargaining unit shall not, work except in emergency situations or for instructional purposes, perform overtime work normally performed by employees covered by the agreement if they gain thereby any benefit in the form of compensatory time off or overtime pay.

ARTICLE 10 – REST PERIOD

Section 1 Management shall allow one ten (10) minute rest period during each one-half (½) shift of the work day.

ARTICLE 11 – NEW OR CHANGED JOBS

Section 1 Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties.

ARTICLE 12 – WAGES

Section 1 Wages for employees covered by the agreement shall be in accordance with the schedule set forth in Appendix A. Attached to back of this agreement.

ARTICLE 13 – PAY CHANGES

Section 1 Purpose – The following provisions shall govern the assignment of pay steps to employees of the unit.

Section 2

Definitions for the purpose of this article:

- a. Promotion shall mean a change in employment to a position in a class, which has a higher maximum salary.
- b. Demotion shall mean a change in employment to a position class in a class, which has a lower maximum salary.
- c. Transfer shall mean a change in employment to another position in any class, which has the same maximum salary and similar duties and qualifications.
- d. Reclassifications shall mean the changing of a position from one class to another based on the duties involved.
- e. Acting Assignment shall mean an assignment for a limited time to a position in a class determined by the needs of the service. Such assignment, not involving promotion or change of status, notwithstanding any provisions or rules to the contrary.

Section 3

Anniversary dates for pay change purpose:

Establishment:

- a. Original employment and re-employment on the first day of January closest to the date of expiration of one (1) year after completion of the probation period and the corresponding date each year thereafter.
- b. Promotion – on the first day of January closest to the day of expiration of one (1) year after completion of the probation period and the corresponding date each year thereafter.
- c. Transfer – the anniversary date remains unchanged.
- d. Demotion on the first day of January closest to the date of expiration of six (6) months after the effective date thereof and the corresponding date each year thereafter.
- e. Reclassification – the first day of January closest to the date of expiration of six (6) months after the effective date thereof and the corresponding date each year thereafter.

Section 4

Compensation Determinations:

- a. Original employment and re-employment – Employees shall be employed at the lowest step for their position class unless the unit determines that the needs of the service require the compensation to be fixed at a higher salary step.
- b. Working out of classification: If a person works on an acting assignment to a higher position class more than two (2) consecutive days, a record shall be kept of all such days beginning with the third consecutive day. When ten (10) days shall have been recorded, the person will be placed on the payroll for a full pay period at the higher rate provided that at the end of each calendar year the record of accumulation will begin anew. When a person is regularly assigned for a part of his time to work that falls in another classification, the nature of the work and the amount of time on such assignment will be a proper consideration in establishing the classification of his position.

Section 5 Effective date of changes in compensation: All changes in the compensation shall be effective at the beginning of the first payroll period following the change.

ARTICLE 14 – VACATIONS

Section 1 Definitions:

- a. Service shall mean any period of time for which an employee received wages.
- b. Vacation Day shall mean a period of time equal to one schedules workday.
- c. Workweek shall mean a period of time equal to forty (40) hours or the regular number of hours worked by an employee during a regular work schedule.
- d. Continuous service shall mean the service as defined by (a) above uninterrupted by a resignation or discharge.

Section 2 Vacation Allowance: Five (5) days

- a. 1st year 1 week (40 hours)
- b. 2nd year 2 weeks (80 hours)
- c. 5th year 3 weeks (120 hours)
- d. 6th year 3 weeks plus 1 day per year (120 hours plus 8 hours/year)
- e. 10th year 4 weeks (160 hours)

Section 3 Use of Vacation:

- a. Vacation shall be scheduled with due regard and needs of the service.
- b. Cash payment in lieu of unused vacation will be made at end of calendar year the vacation time was earned.
- c. Cash payment in lieu of unused vacation shall be made upon termination of employment. Upon termination, the employee shall be paid in full to the nearest hour for all unused vacation up to a maximum of twenty (20) workdays, (four weeks) provided that in the event termination is caused by the employee's death the maximum payment limitations shall not apply.

ARTICLE 15 – HOLIDAYS

Section 1 Holiday pay is compensation paid for time during which work would normally be performed, and said work having been suspended by reasons of a general holiday.

Section 2 Holidays:

- a. The following shall be general paid holidays for the employees:

News Year's Day	Memorial Day
July 4 th	Labor Day
Columbus Day	Election Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day
Floating Holiday – (Given at Highways Supt. Direction)	
- b. Wherein if any of the holidays fall on a Saturday, the Friday preceding shall be considered as the holiday.
- c. Whenever any of the above holidays fall on a Sunday, the Monday immediately following shall be considered as the holiday.
- d. All employees shall be credited with the number of hours in their normal work shift for each of the above holidays, except as further provided herein. Provided that no employee shall receive credit for more than eleven (11) holidays in any calendar year.
- e. To be eligible for holiday pay or credit, an employee shall have worked his scheduled workday immediately preceding and immediately following general paid holiday. Unless vacation days are used before or/and after.
- f. An employee on formal unpaid leave of absence or layoff shall be removed from the payroll shall not receive holiday pay credit during such leave.
- g. On general holidays, only those employees shall be on duty whose services are necessary.

ARTICLE 16 – PERSONAL LEAVE

Section 1 An employee shall earn eight (8) hours of personal leave for each month in which he works.

Section 2 Unused personal leave may accumulate from year to year to a maximum amount of one hundred & twenty (120) days (960 hours).

Section 3 When an employee has accumulated a maximum of one hundred & twenty (120) workdays, he shall be paid at one-half (½) of all earned personal days beyond the maximum of one hundred & twenty (120) workdays. Such pay shall be given during the last payroll in December.

Section 4 When an employee has retired and has accumulated a maximum of one hundred & twenty days (960 hours) of personal leave, he is entitled to the following:

Health benefits will be paid for by the Town of Oakfield, using the employee's accumulated personal time, the employee can choose the benefits needed by selecting either single or family plan.

On day of retirement, the employee's hourly rate times accumulated hours of personal days will be allowed towards health benefits. This figure will be computed and will remain as an allowance to the employee for health benefits. Health benefits will be subtracted from this amount and paid into the Town insurance, until the amount is depleted. After zero amount remains, the employee may remain in the Town of Oakfield health insurance, upon personal payment of health insurance premiums to the insurance carrier, payable on their schedule.

If an employee leaves the Town of Oakfield before retirement age and retires at a later date, his benefits will be based on the hourly rate, at the time that he left employment.

Upon the death of the retired employee, if a spouse is surviving, remaining benefits will be paid to cover spouse.

The employee may withdraw his allowance and secure his own health insurance with no further obligation by the Town.

ARTICLE 17 – HUMANITARIAN CLAUSE

Section 1

Should an employee covered by this agreement become physically or mentally handicapped to the extent he cannot perform his regular job, management will make an effort to place the employee in a position that he is physically and mentally able to perform. In so doing, management will attempt to place the employee in a position as close as possible to his previous wage level.

ARTICLE 18 – INSURANCE

Section 1

Employees and the Town of Oakfield as the employer shall share the cost of medical health insurance.

For employees hired before January 1, 2012, the town will pay the cost of the health insurance up to a monthly premium cap amount of \$1200.00 per employee. If the

monthly cost of the family plan raises above the cap amount, the Town and the Highway employees agree to work together to find a more economical Health Plan with a monthly rate at or below the cap. The management will select the health (medical) insurance plan that was mutually agreed to. If the selected health insurance plan premiums exceed the cap amount the employees shall pay the increase cost above the cap through regular payroll deductions, at a maximum cost of \$15.00 week (\$60.00 per month).

For employees hired after December 31, 2011, each employee shall pay 10% of their monthly health insurance plan cost while the Town pays the remaining 90% up to the maximum amount. All employee payment shall be through payroll deductions on a management selected health (medical) insurance plan.

Section 2 All employees will be covered by Worker's Compensation through the Genesee County Self Insured Fund.

Section 3 Any employee not taking insurance will receive \$4000.00 in lieu of said insurance. The amount shall be paid twice per year (\$2000.00 each payment).

Section 4 In addition to the medical insurance coverage, the Town will provide an approved Health Reimbursement Arrangement (HRA) plan for the employee benefit through a service provider. At the beginning of each calendar year, the Town shall credit each employee's HRA account with \$1000.00 (up to the maximum amount) to be used to pay for qualified medical and prescription drug expenses not covered by the medical health insurance plan. Any unexpended portion of the \$1000.00 in the year may be carried over to the next year. The Town will add to account to return total to \$1000.00.

ARTICLE 19 – RETIREMENT

Section 1 The NYS retirement plan now covering the employee of the unit will continue for the remainder of the present agreement.

Section 2 Deferred Compensation – the highway department employees may enroll in the deferred compensation plan. They will use a percentage as the basis for deductions to be determined by each individual employee.

ARTICLE 20 – VALIDITY

Section 1 If any parts of this agreement are found to be illegal, such legality shall not in any way affect any other parts of this agreement.

ARTICLE 21 – TERMINATION AND MODIFICATION

Section 1 This agreement shall remain in effect for a period of three (3) years from its effective date, provided however, that either party shall have the right annually, during each contract year, to notify the other party in writing at least one hundred twenty (120) days prior to the anniversary date of the effective date of its intention to negotiate for modification of the wages set forth in Appendix A hereof. Upon receipt of such notification from either party, the parties shall meet within thirty (30) days of such notification to so negotiate.

ARTICLE 22 – 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 or of law or by providing the additional funds thereof shall not become effective until the appropriate legislative body has given approval.

ARTICLE 23 – SENIORITY LIST

EMPLOYEE SENIORITY LIST

Michael W. Schultz	Hired 12/26/2000
Timothy E. Schultz	Hired 1/14/2003
Gregg M. Woodrich	Hired 7/26/2004

APPENDIX A

WAGES FOR 2015, 2016, 2017

EFFECTIVE – JANUARY 1, 2015

<u>Year</u>	<u>Salary Increase</u>	<u>Rate</u>
2015	\$.50	\$21.76 2.29%
2016	\$.50	\$22.26 2.24%
2017	\$.50	\$22.75 2.19%

ARTICLE 24 – EFFECTIVE DATE

EFFECTIVE DATE - January 1, 2015 – December 31, 2017

EMPLOYER: Town of Oakfield

Supervisor – Carol L. Glor _____

Councilperson – James P. Veazey _____

Councilperson – Michael T. Cianfrini _____

Councilperson – Timothy A. Kabel _____

Councilperson – Mathew E. Martin _____

EMPLOYEES: Town of Oakfield Highway Department

MEO - Michael W. Schultz _____

MEO - Timothy E. Schultz _____

MEO - Gregg M. Woodrich _____

Second: Councilman Cianfrini

Ayes: Glor, Veazey, Cianfrini, Kabel, Martin

APPROVED UNANIMOUS VOTE (5-0)

ADJOURNMENT: MOTION Deputy Supervisor Veazey, second Councilman Martin to adjourn the meeting at 6:09 pm.

Respectfully submitted,

Melissa M. Haacke
Town Clerk