

AGREEMENT

by and between the

TOWN OF DEWITT

and

CSEA LOCAL 1000 AFSCME, AFL-CIO



Town of Dewitt Unit 7823-01
White Collar
Onondaga County Local 834

January 1, 2016 – December 31, 2020

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**ARTICLE 1
PARTIES TO AGREEMENT**

This Collective bargaining Agreement (“Agreement”) is made by and between the Town of Dewitt, hereinafter referred to as the “Employer” and/or the “Town”, and the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, hereinafter referred to as “CSEA” and/or the “Union”.

**ARTICLE 2A
UNION RIGHTS**

A. RECOGNITION

The Town of Dewitt recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, as the exclusive bargaining representative with respect to all terms and conditions of employment for employees identified in Section B.1. of this Article below.

B. DEFINITION OF BARGAINING UNIT

1. **Inclusion:** The bargaining unit shall consist of all **full-time** employees in the titles of:

| TITLES | |
|-----------------------------------|----------------------------------|
| ADMINISTRATIVE | OPERATIONAL |
| Account Clerk I | Code Enforcement Officer |
| Account Clerk Typist | Deputy Codes Enforcement Officer |
| Administrative Aide | Deputy Receiver of Taxes |
| Assessment Clerk | Park Naturalist |
| Clerk I | Program Site Manager |
| Data Entry Clerk | Arborist |
| Data Equipment Operator | Environmental Planner |
| Dog Control Officer | Senior Recreation Leader |
| Information Aide | |
| Recreation Attendant | |
| Special Events Coordinator | |
| Typist I | |
| Typist II | |

2. **Exclusion:** All other employees, including seasonal employees employed by the Town of DeWitt shall be excluded from the bargaining unit.
3. **Unit Clarification:**
- A. **Should the Town seek to establish a new position it will inform the Unit President and Labor Management Committee.**
 - B. **Should the Town establish a new position with duties or responsibilities similar to a position identified in Section B.1 of this Article, such position shall be included in the bargaining unit. Any disputes as to whether a new or substantially altered position is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board.**
4. **Definition of Employee:** Hereinafter, the word “employee” shall mean an employee serving in a position in the bargaining unit.

C. DUES, AGENCY FEE AND OTHER PAYROLL DEDUCTIONS

1. **Dues:** The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and Union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, New York 12224, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The Town agrees to make separate deductions for membership dues and each insurance plan, on a payroll period basis. Deductions for membership dues and insurance premiums will remain in effect unless written authorization is received from the employee revoking membership and/or insurance premiums. Revocation of membership dues automatically revokes insurance premiums.

2. **Agency Fee:** For each employee who does not become a member of the Union within thirty calendar days of initial employment, the Town shall deduct a service fee from the wages of such employee on a weekly basis and remit the sum to the Civil Service Employees Association, Inc., PO Box 7125 Capitol Station, Albany, New York 12224. The Union shall notify the Town of the amount to be deducted. The Town agrees to provide a separate check made payable to Pearl Carroll and Associates for the insurance programs.
3. **Membership List:** Upon request of the Union, the Town shall provide the Union with the names, addresses and social security numbers of all employees in the bargaining unit. The list shall be provided to the Union on or about January 1st of each year.
4. **Voluntary Payroll Deductions:** Upon acquiring the appropriate technology, the Town shall make any of the following payroll deductions from an employee's paycheck if the employee so requests, in writing: Credit Union; IRA; United Way; Saving Direct Deposit; CSEA Sponsored Insurance Plan.

D. LEAVE FOR GRIEVANCES AND HEARINGS

1. The Unit President and/or a Steward designated by the Union shall be allowed time needed to perform their jobs as Union Officers, without loss of pay or leave credits, for the following activities:
 - To investigate and present grievances.
 - To attend grievance arbitration hearings.
 - To attend hearings of the New York State Public Employment Relations Board.
2. At any one time, the grievant, one representative from the Union (either the Unit President or Union Steward), and witnesses (to the extent they are material) shall receive release time for the activities identified in Section D.1 of this Article, above.

E. BULLETIN BOARDS

The Town shall provide the Union with reasonable use of one bulletin board, [within Town Hall](#), at a mutually agreeable location outside of public view, for the purpose of posting notices with regard to meetings or matters of special interest to the employees.

F. MEETING SPACE

The Union may use a Town meeting room for meetings provided a room is available. The Union shall obtain prior approval from the Town Supervisor. Approval shall not be unreasonably denied.

G. LEAVE FOR NEGOTIATIONS

At any one time, the Unit President and/or one Steward shall receive release time without loss of pay or leave credits for the purpose of participating in collective bargaining negotiations. From time to time, other Union members, not exceeding four additional members, may participate in collective bargaining with the consent of the Town, which shall not be unreasonably withheld. Leave for the collective bargaining negotiations will consist of one-half (1/2) of the employees' unpaid or leave time and one-half (1/2) time paid by the Town.

H. LEAVE FOR LABOR-MANAGEMENT MEETINGS

At any one time, the Unit President and/or a Steward shall receive release time for the purpose of participating in Labor-Management meetings. From time to time, other Union members, not exceeding four total members, may participate with the consent of the Town, which shall not be unreasonably withheld. Leave for the meeting will be paid by the Town.

I. REQUESTS FOR RELEASE TIME

1. An employee shall request use of release time for activities identified in Sections D, G, and H of this Article from the employee's supervisor at least eight (8) hours in advance. The Town shall not unreasonably deny requests for leave time.
2. An employee requesting such leave shall not leave the work site until the leave has been approved by the appropriate supervisor.

J. ACCESS TO EMPLOYEES

The Union and its designated agents shall have the sole and exclusive right to access members of the bargaining unit, at times agreeable to the Town, to administer this Agreement and to explain the Civil Service Employees Association's sponsored benefits and programs. The Town shall not unreasonably withhold consent.

ARTICLE 2B MANAGEMENT RIGHTS

Except where expressly limited by a specific provision of this Agreement, the Town shall have the sole and exclusive right to direct and manage its services and operations in the manner it deems appropriate, including but not limited to the following rights:

1. to determine the size, composition and organization of its workforce, including its departments and any sub-units therein;
2. to determine the services that the Town will provide and the facilities and equipment to be utilized and/or maintained;
3. to determine the hours of work and work schedules with forty-five (45) days advance notice in writing;

4. to determine what work is to be performed by the Town and its departments, its place and method of performance, and who is to perform it;
5. To determine the assignments and job duties; to establish the rules and regulations governing the Town and its departments;
6. to determine what training or instructional programs are necessary;
7. to determine the methods, means, equipment and personnel by whom any and all Town and departmental functions are to be performed;
8. to establish rules and policies governing the use of Town equipment and/or facilities;
9. to establish practices and procedures for the efficient, disciplined and orderly operation of the Town and its departments;
10. to implement such rules and policies as are necessary to promote a working environment that is free from unlawful discrimination and harassment.

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| ARTICLE 3 EMPLOYEE RIGHTS |
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A. EMPLOYEE CATEGORIES

Job duties and assignments will be created for each position and kept up to date. Each position's job duties shall include those duties identified within the Civil Service Department's official description.

1. **Full-time:** A full-time employee shall be defined as an employee who is regularly scheduled to work at least thirty-five (35) hours per week.
2. **Part-time:** A part-time employee shall be defined as an employee who is regularly scheduled to work less than thirty-five (35) hours per week.
3. **Seasonal:** A temporary employee who works a period of less than one (1) continuous year.

B. PERSONNEL FILE

1. **Employee Access:** In accordance with Town procedures, an employee shall be allowed to review and copy the contents of the employee's personnel file.
2. **Union Access:** With the written consent of the employee, a Union representative shall be allowed to review the contents of the employee's personnel file.

C. SENIORITY

1. **Service Seniority:** Service Seniority shall be determined by the length of continuous service with the Town.
2. **Title Seniority:** Title Seniority shall be determined by the length of continuous service in a given position within the Town.

3. **Same Date of Hire:** For the purpose of this Collective Bargaining Agreement, when two or more employees have the same date of hire (service seniority) or promotion (title seniority), the employees shall have their individual seniority determined by lot.
4. **Seniority Lists:** The Town shall provide the Unit President with the names, position, title seniority and service seniority of all employees in the bargaining unit and post a copy on the bulletin boards. The list shall be provided to the Union in January of each year. Any corrections shall be submitted within thirty days of the posting and, upon proof of error, such corrections will be made to the lists.

D. LAYOFF PROCEDURE

1. The Town shall provide an employee who is to be laid-off with written notice of the layoff at least forty-five (45) calendar days prior to the effective date of the layoff.
2. In the event of a layoff the following procedure shall be followed:

Competitive Class: Employees occupying positions in the competitive class of the classified service shall be covered under the procedures of the Civil Service Law.

Non-Competitive, Labor, and Exempt Class: When a layoff of a non-competitive, labor, and/or exempt class title occurs, the employee in the affected title with the least service seniority shall be the first to be laid-off.

3. A laid-off employee shall receive all unused vacation, sick and personal time, if requested.

E. RECALL

1. **Competitive Class:** Recall of a competitive class employee shall be in accordance with the Civil Service Law. A laid-off employee shall remain on a recall list for a period of four (4) years.
2. **Non-competitive, Labor and Exempt Class:** If a vacancy occurs in a title within any department within the Town, a laid-off employee in the same title with the most seniority will be recalled. A laid-off employee shall remain on a recall list for a period of four (4) years.
3. **Notification of Recall:** Notification of recall shall be sent to the laid-off employee by certified or registered mail to the employee's last address on file with the Town. Failure of the employee to notify the Town of his/her intent to return to Town employment within fifteen (15) calendar days of the recall notification shall result in his/her name being removed from the recall list.
4. **Benefits Restored:** A laid-off employee who is recalled shall have his/her previously earned and unused personal leave accruals, sick leave accruals, and seniority restored.

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| ARTICLE 4 DISCIPLINE, GRIEVANCES & ARBITRATION |
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A. DISCIPLINARY PROCEDURE

1. **Interrogation Rights:** When an investigation is focused on an employee and the Town reasonably believes that the employee may be a potential subject of disciplinary action, the employee shall have the right to Union representation. *If so desired, the employee will be given time to contact their representative and have them present* during questioning about the conduct giving rise to the potential disciplinary action.

If representation is requested and is not available, the Town shall not proceed with questioning, but may propose disciplinary action based on the information the Town already has. When representation is available, the employee shall be entitled to meet in private, with the Union representative for a reasonable period before any questioning begins.

The Town shall provide the Union with the general subject matter of the questioning and identify the reason for which discipline may be imposed. During questioning, the employee may be advised by the Union representative and, following questioning, allowed to offer relevant information.

2. **Discipline for Just Cause:** The Town shall not subject an employee who has completed the probationary period, as defined in Article 5, to any disciplinary action or penalty except for Just Cause. This provision shall not apply to counseling memos issued by the Town.
3. **Notice of Discipline:** The town shall provide an employee who is subject to disciplinary action with a written Notice of Discipline. Such notice shall contain all charges and specifications, including a detailed description of the alleged acts or conduct, an explanation of the Town's evidence, and the proposed discipline. A copy of the notice shall be sent simultaneously to the Unit President.

Enclosed with the Notice of Discipline, the Town shall provide an employee who is subject to disciplinary action, with a copy of these procedures.

4. **Disciplinary Hearing:** If the Union or the employee disagrees with the proposed disciplinary action or penalty, the Union or the employee may grieve the action and penalty in accordance with the grievance procedure set forth in section B ("Grievance Procedure") of this Article.
5. **Civil Service Rights:** In the event that the employee or the Union disagrees with the final resolution of a grievance resulting from a disciplinary matter or an adverse employment action, then the employee and the Union shall have the right to seek relief in accordance with the statutory provisions set forth in Sections 75 and 76 of the New York State Civil Service Law.

B. GRIEVANCE PROCEDURE

1. **Definition:** For the purpose of this section, a grievance shall mean a complaint about a claimed violation, misinterpretation or inequitable application of the provisions of this Collective Bargaining Agreement, or the Town's personnel policies and/or practices.
2. **Grievance:** Any employee who wishes to file a grievance must abide by the following procedure, which is the exclusive procedure for addressing employee grievances:
 - a. **First Step:** The aggrieved employee must make a good-faith effort to present any grievance to the individual against whom the grievance is directed within five working days of the incident prompting the grievance, and make a good-faith effort to resolve the grievance amicably.
 - b. **Second Step:** In the event that the aggrieved employee is unable to resolve the dispute amicably with the individual against whom the grievance is directed in accordance with the First Step, then the aggrieved employee must submit a grievance, in writing, to the employee's immediate supervisor within ten (10) working days after the incident giving rise to the grievance occurred. Within ten (10) working days after receiving the grievance; the aggrieved employee's immediate supervisor shall issue a response to the grievance in writing, which shall be given to the employee and the Unit President.

- c. **Third Step:** In the event that the aggrieved employee is unable to resolve the dispute in accordance with the procedures required in the Second Step, then the Union may, at its sole discretion, continue the grievance procedure on behalf of the aggrieved employee. The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement, or personnel policy and/or practice that was allegedly violated. The grievance must be submitted, in writing, to the Department Head, or in the Department Head's absence, the Town Supervisor, writing ten (10) ten working days after the employee's immediate supervisor issues with a response to the grievance pursuant to the Second Step.

Within fourteen (14) calendar days after receiving the grievance, the Department Head shall meet with the aggrieved employee and the designated Union representative. Within ten (10) calendar days after the meeting, the Department Head shall issue a written response to the grievance, which shall be given to the aggrieved employee and the aggrieved employee's Unit President.

- d. **Fourth Step:** In the event that the parties are unable to resolve the dispute in accordance with the procedures required in the Third Step, then the Union may, at its sole discretion, elect to file a request for review with the Town Supervisor. The request for review shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement, or personnel policy and/or practice that was allegedly violated. The request for review must be submitted, in writing, to the Town Supervisor within ten (10) days after the Department Head issues a response to the grievance pursuant to the Third Step.

Within fifteen (15) calendar days after receiving the grievance, the Town Supervisor shall review the grievance and shall issue the Town's final written response to the grievance, which shall be given to the aggrieved employee and the aggrieved employee's Unit President.

C. ARBITRATION

1. **Availability of Arbitration:** Arbitration is not available to review disciplinary determinations of the Town. The Town and/or the Union may submit any dispute arising out of the interpretation of the terms of this Agreement or either party's obligations under this Agreement, other than a dispute concerning discipline of an employee or a group of employees, to arbitration for final and binding review. However, arbitration is not available to the Union until the parties have exhausted the grievance procedure in Section B of this article. The party seeking arbitration must provide the other party with a written notice of intent to arbitrate within thirty (30) calendar days from the determination or incident giving rise to the dispute. Thereafter, the party seeking arbitration shall file a Demand for Arbitration with the Public Employment Relations Board (PERB) in accordance with its rules and regulations. All decisions rendered in the arbitration shall be final and binding. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of the Collective Bargaining Agreement.
2. **Exclusions from Arbitration:** Arbitration shall not be available to review any disciplinary or adverse employment action taken against an employee, unless the discipline or adverse employment action resulted from an erroneous interpretation of any term of this Agreement or either party's obligations under this Agreement.
3. **Costs:** The Town and the Union shall each pay one-half of the arbitrator's fees and PERB processing fees (or the Town and the employee, if it is the employee who proceeds to arbitration on the employee's own).
4. **Method of Service:** All disciplinary and grievance documents, including notice of discipline, grievance, responses, and notice of intent to arbitrate, shall be sent by Certified Mail, Return Receipt Requested.

**ARTICLE 5
PROBATIONARY STATUS**

A. LENGTH OF PROBATION

When an employee is appointed or promoted to a position in the competitive or non-competitive, labor or exempt class, the employee shall serve a probationary period as defined by the Onondaga County Civil Service, for a period of twenty-six weeks from the date of appointment. A probationary period may be extended for up to an additional twenty-six (26) weeks at the Town's discretion, with notice to the Union.

B. COMPETITIVE CLASSIFICATIONS

An employee in a Competitive Civil Service Classification who is in probationary status (or who has been appointed to a position of a provisional, temporary, seasonal, emergency or training basis), shall not be entitled to appeal any disciplinary action taken against the employee, nor shall the Union have the right to appeal such action on the employee's behalf. An employee in a Competitive Civil Service Classification who has completed the probationary period shall be entitled to appeal any disciplinary action in accordance with Article 4.

C. NON-COMPETITIVE, LABOR AND EXEMPT CLASSIFICATIONS

A new employee in a non-competitive, labor or exempt Civil Service Classification who is in probationary status (or who has been appointed to a position on a temporary, seasonal, emergency, or training basis), shall not be entitled to appeal any disciplinary action taken against the employee, nor shall the Union have the right to appeal any disciplinary action taken against the employee, nor shall the Union have the right to appeal such action on the employee's behalf. An employee in a non-competitive, labor and exempt Civil Service Classification who has completed the probationary period shall be entitled to appeal any disciplinary action in accordance with Article 4.

**ARTICLE 6
WORK DAY/WORK WEEK**

A. TOWN OFFICES

The regular hours for full-time employees who work in other Town offices are as follows:

1. Supervisor, Comptroller, Town Clerk, **Tax Department**, and Court Clerk Offices: Monday through Friday 8:30 a.m. – 4:30 p.m. with a 30 minute unpaid lunch break each day.
2. Assessor, **Planning and Zoning**, **Police** and Recreation: Monday through Friday 8:00 a.m. – 4:30 p.m. with a 30 minute unpaid lunch break each day, with the following exceptions:
 - (a) One (1) Typist I in the Recreation Department shall work Monday through Friday 9:00 a.m. – 4:30 p.m. with a thirty (30) minute unpaid lunch break each day; and
 - (b) At the discretion of the Town, employees of the Department of **Planning and Zoning** may be permitted to work Monday through Friday 7:30 a.m. – 4:00 p.m., with a thirty (30) minute unpaid lunch break each day.
3. **Flex-time:** All departments may implement Flextime arrangements, **including taking breaks/lunch at the end of each day, with prior approval of the Department Head.**

B. Notwithstanding the schedules set forth in Sections “A” – “D” of this Article, the Town has unilateral discretion to change regular working hours within a Department if written notice is given to employees at least forty-five (45) days in advance of the change.

C. BREAKS & LUNCH

All full time employees shall be granted either: (1) two fifteen-minute paid breaks per day – one in the morning and one in the afternoon; or (2) one thirty minute paid break; or (3) a thirty-minute extension to the employees’ unpaid lunch break. Employees may choose the option and must notify their supervisors of their respective choices.

D. SPECIAL EVENTS AND EXIGENT CIRCUMSTANCES

In the event that the Town schedules a special event that requires Town services, or exigent circumstances (such as emergencies) arise that require Town services, the Town shall have the right to call in appropriate employees to provide services.

E. TIME CLOCKS

The Town may require employees to use time clocks or similar mechanical devices for the purpose of providing the Town with an accurate record of actual hours worked.

F. OUTSIDE EMPLOYMENT

No employee shall hold any other employment that interferes with his or her ability to work for the Town during his or her regularly anticipated working hours.

**ARTICLE 7
VACANCIES AND PROMOTIONS**

A. NOTIFICATION OF VACANCIES

When there is a vacancy in a new or renewed title or an existing position, when a part time position gets removed and a full time position opens, the Town shall post such vacancy in locations agreed upon by both parties, currently in the 2nd floor mail room and provide the Unit President, as well as all employees via staff email, with a copy of the job posting at least five (5) calendar days prior to interviewing any candidates for the position.

B. APPOINTMENT TO VACANCIES

When there is a vacancy in a new or renewed title or an existing position and/or when a part time position gets removed and a full time position opens, in the non-competitive class, labor exempt or in the competitive class when no Civil Service List exists, excluding seasonal or emergency appointments or temporary appointments as defined in Article 3, the Town shall give preference to existing Town employees over outside applicants to fill the vacancy when, in the Town’s judgment, all other qualifications are equal.

C. FULL TIME POSITION VACANCY

At no time shall the Town reduce the number of existing full time employees and replace them with regularly scheduled part time employees.

**ARTICLE 8
COMPENSATION**

A. SALARY INCREASES

1. **Existing employees:** Employees shall be paid in accordance with the pay scale attached to this Agreement as Appendix “A” [Step Plan 2016-2020 \[dated 10.6.2016\]](#).

The 2016-2020 Step Plan is based on a 2% wage increase per year. An employee’s current wage can cause the increase to be more than 2%.

| | |
|-----------------|-------|
| January 1, 2016 | 2.00% |
| January 1, 2017 | 2.00% |
| January 1, 2018 | 2.00% |
| January 1, 2019 | 2.00% |
| January 1, 2020 | 2.00% |

2. **Step System Overview:**

- Employees will be brought into the step system commensurate with their years of experience.
- Any employee with 2 years of continuous part-time employment with the Town and within the same job classification will be credited with 1 (one) additional year of experience.

Please Note: Because an employee can earn additional credit for continuous part-time employment they can reach the “TOP step before their full-time anniversary date. Also, new employees starting on the step plan according to their “years of experience” can reach the “Top” step before their full-time anniversary date.

Retroactive pay: Wages will be retroactive on all time earned back to January 1, 2016.

3. **One Time Negotiated Bonus:** Upon signing of this contract, each eligible employee as of 01/01/2016 through 06/05/2017 will receive a check in the amount of \$750.00 (subject to state and federal income taxes). This benefit is a one-time only benefit and will not repeat in the remaining years of this contract.
4. **Group 1 – Administrative Titles** affected by the following agreement: Account Clerk I, Account Clerk Typist, Administrative Aide, Assessment Clerk, Clerk I, Data Entry Clerk, Data Equipment Operator, Dog Control Officer, Information Aide, Recreation Attendant, Special Events Coordinator, Typist I, Typist II.

New hire is started at Step 1, commensurate with their experience.

The **Administrative Step Plan** continues to “TOP” level at the end of 25 years of equivalent experience at which time the employee has reached the “TOP” step, per the current contract.

- All employees will receive a pay increase effective January 1, of each contract year.
- A step increase will be given to employees on their “anniversary” date within the 25 year step.
- On January 1 of the employee’s 26th year, the employee will receive their annual pay increase in the amount negotiated within the current contract. These employees no longer receive the “anniversary” step.

Group 2 – Operational Titles affected by the following agreement: Code Enforcement Officer, Deputy Codes Enforcement Officer, Deputy Receiver of Taxes, Park Naturalist, Program Site Manager, Arborist, Environmental Planner, Senior Recreation Leader.

New hire is started at Step 1, commensurate with their experience.

The **Operational Step plan** continues to “TOP” level at the end of 20 years of equivalent experience at which time the employee has reached the “TOP” step, per the current contract.

- All employees will receive a pay increase effective January 1, of each contract year.
- A step increase will be given to employees on their “anniversary” date within the 20 year step.
- On January 1 of the employee’s 21th year, the employee will receive their annual pay increase in the amount negotiated within the current contract. These employees no longer receive the “anniversary” step.

B. OVERTIME COMPENSATION:

1. **Rate:** All employees shall receive one and one-half times the employee’s regular hourly rate for all time worked over forty (40) hours in a workweek and for all time worked during any portion of the employee’s scheduled vacation, or equal compensatory time at the employee’s choice.
2. **Paid Leave:** All paid leave (earned time /vacation, personal, sick time) shall be included as time worked for the purpose of computing overtime, including breaks.
3. **Pre-approval of Overtime Work:** No employee may work overtime without the expressed prior approval of the employee’s Department Head. Any overtime work performed without the Town’s prior consent is not deemed to be performed for the benefit of the Town, and the Town shall not pay for the work.

C. OUT-OF TITLE PAY

Any employee(s) directed to perform the duties of a higher paid job classification shall be paid the greater rate of pay for the duration of such assignment.

D. CALL-IN

1. When an employee is called in to work outside of their normal work shift, he/she will be paid for actual time worked with a minimum of two (2) hours pay per call-in.

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| ARTICLE 9 PAID LEAVE |
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NOTE: **Paid Leave**, is intended to provide free time from all duties with full pay, at straight time rates for the weekly hours the employee normally works. **Paid Leave** is to be taken in each calendar year. Any **Paid Leave** not taken within the calendar year is lost, without additional pay.

A. SCHEDULING

1. Department Heads have the responsibility to approve time off and may request revisions in the schedule to ensure adequate work coverage within the department throughout the year.
2. An employee’s seniority shall be the controlling factor in the event of conflicts in request for time off.

3. **Paid Leave Rate of Pay:** The employee's average weekly hours worked up to and not to exceed a maximum of forty (40) hours worked.

B. HOLIDAYS

1. **Designated Holidays - The following holidays shall be observed:**

| | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

2. **Holiday Occurs on Weekend:** When a designated holiday occurs on a Saturday, the holiday shall be observed on the preceding Friday. When a designated holiday occurs on a Sunday, the holiday shall be observed on the following Monday.
3. **Holiday Pay:** An employee who does not work on a designated holiday shall be paid for the day at the employee's regular daily rate of pay.
4. **Work on December 25, January 1, or Thanksgiving Day:** An employee who works on December 25, January 1, or Thanksgiving Day shall be paid for all hours worked at two (2) times the employee's regular hourly rate in addition to receiving eight (8) hours holiday pay.
5. **Assigned to Work Other Actual or Observed Holiday:** An employee who works on the actual date of a holiday other than those enumerated in Paragraph 4 of this Section, or who works on the date a holiday is observed by the Town, shall be paid for all hours worked at one and one-half (1 ½) times the employee's regular hourly rate in addition to receiving eight (8) hours holiday pay.

- i. **PAID LEAVE DESIGNATION:**

V/P/S: PRE-EXISTING; GRANDFATHERED: (See Section B below)

Any employee whose date of hire (DOH) is prior to January 1, 2000 will remain on the current vacation/personal/sick time plan.

- ii. **ETO: EARNED TIME OFF: NEW EMPLOYEES (see D)**

Any employee whose date of hire (DOH) is January 1, 2000 or after will begin using the Earned Time Off (ETO) schedule outlined in the contract. The ETO plan includes an additional 3 days off.

C. V/P/S: PRE-EXISTING; GRANDFATHERED PAID LEAVE

Sick Leave shall be based upon a full-time employee's service since his/her employment date and shall be determined according to the following schedule:

1. Upon completion of two (2) months full-time employment, an employee is entitled to one (1) full day base pay for each two (2) months of service. Maximum is five (5) days during the first twelve (12) months of employment. Time between employment date and January 1st anniversary date will be pro-rated; time to be pro-rated to nearest quarter hour.

2. Upon completion of twelve (12) months of employment, an employee is entitled to six (6) days of base pay annually.
3. Unused sick leave will be paid in January of the next year, at the rate of pay for the prior year.
4. Upon termination of employment, sick leave time will be pro-rated from January 1st, to the date of termination to the nearest quarter hour (rounded up). Any sick time taken in excess of time allowed will be deducted from the employee's final paycheck and the Union and the employee shall authorize such deduction.
5. **Please Note:** For administrative efficiency, an employee's leave time availability for the calendar year will be posted on the employee's paycheck stub on or about January 15th. The time is calculated on the assumption that the employee will work the entire calendar year.

PERSONAL LEAVE

Full-time employees are authorized to receive five (5) personal leave days with pay at the employee's base hourly rate, each calendar year. Personal leave time not taken within the calendar year is lost, without additional pay. Personal time must be requested from the Department Head at least one (1) day in advance and the minimum to be taken is a quarter hour.

1. **Personal Leave Benefits Upon Termination:** Upon termination of employment, personal time will be pro-rated from January 1st to the date of termination, to the nearest quarter hour (rounded up). Any personal leave taken in excess of the time allowed will be deducted from the employee's final paycheck and the Union and the employee shall authorize such deduction. Please note that for administrative efficiency, an employee's personal time availability for the calendar year will be posted on his/her pay stub on or about January 15th. The time is calculated on the assumption that the employee will work the entire calendar year.

VACATION TIME

The vacation year and the period during which time off must be taken shall be designated as the calendar year.

1. Vacation time off shall be determined by the following schedule:

| <u>Length of Continuous Service</u> | <u>Length of Vacation</u> |
|--------------------------------------|---------------------------|
| Less than one (1) year..... | 5 days |
| 1 year but less than 4 years..... | 10 days |
| 4 years but less than 9 years..... | 15 days |
| 9 years but less than 10 years..... | 16 days |
| 10 years but less than 11 years..... | 17 days |
| 11 years but less than 12 years..... | 18 days |
| 12 years but less than 13 years..... | 19 days |
| 13 years but less than 20 years..... | 20 days |
| 20 years but less than 25 years..... | 21 days |
| 25 years or more..... | 22 days |

NOTE: When a legal holiday falls within a full time employee's scheduled vacation, the employee is entitled to an additional day of vacation.

D. BENEFITS UPON TERMINATION

When termination of employment results from normal retirement; job elimination; resignation; permanent disability or death, vacation pay shall be paid as follows:

1. Regular, current base pay for unused vacation earned which would normally be required to be taken in the current year.
2. Vacation accrued to date in the current calendar year toward next year's vacation. This accrued vacation settlement will be pro-rated from January 1st to the date of termination. Time to be rounded up to the nearest quarter hour.
3. In the event of termination during the first year of employment, all vacation days must be repaid by the employee to the Town. All vacation days to be repaid to the Town shall be deducted from the employee's final paycheck and the Union and the employee shall authorize such deduction.

E. EARNED TIME OFF (ETO) NEW EMPLOYEES:

Earned time is a labor category to be used in lieu of sick time, personal leave, vacation time. Earned Time shall be assigned to full time employees only, and should be allocated according to the following schedule:

| | |
|--------------------------------------|-----------------------|
| Date of Hire | 4 Days |
| After 3 months | 8 days |
| After 6 months | 12 days |
| After 9 months | 16 days |
| Less than 1 year | 16 days/6 days payout |
| 1 year but less than 4 years | 21 days/6 days payout |
| 4 year but less than 9 years | 26 days/6 days payout |
| 9 year but less than 10 years | 27 days/6 days payout |
| 10 year but less than 11 years | 28 days/6 days payout |
| 11 year but less than 12 years | 29 days/6 days payout |
| 12 year but less than 13 years | 30 days/6 days payout |
| 13 year but less than 17 years | 31 days/6 days payout |
| 17 year but less than 19 years | 32 days/6 days payout |
| 19 year but less than 21 years | 33 days/6 days payout |
| 21 year but less than 23 years | 34 days/6 days payout |
| 23 year but less than 25 years | 35 days/6 days payout |
| 25 year or more | 36 days/6 days payout |

Full-time employee with less than one (1) year service with the Town of Dewitt shall be entitled to a maximum of 16 days Earned Time /6 days payout, the availability of which shall accrue to the employee in accordance with the following schedule;

On the date of hire – four (4) days;

On the three (3) month anniversary from the employees date of hire – up to a total of eight (8) days;

On the six (6) month anniversary from the employees date of hire – up to a total of twelve (12) days;

On the nine (9) month anniversary from the employees date of hire – up to a total of sixteen (16) days.

1. Upon completion of twelve (12) months of employment, a maximum of six (6) unused earned time days (48 hours) will be paid out as compensated days after the end of the year at the

employees negotiated base pay rate of the prior year. Any additional unused earned time (>6 days) not taken within the prior calendar year is lost, without additional pay. For incomplete calendar years, unused and compensated earned time will be pro-rated as outlined above.

2. When a legal holiday falls within a full time employee's scheduled time off, the employee is entitled to an additional day off.
3. Please note that for Administrative efficiency, an employee's personal time available for the calendar year will be posted on his/her pay stub on or about January 15th./ The time is calculated on the assumption that the employee will work the entire calendar year.

F. ETO-BENEFITS UPON TERMINATION OF EMPLOYMENT

When termination of employment results from normal retirement; job elimination; resignation; permanent disability or death, **ETO** pay shall be paid as follows:

1. Regular, current base pay for unused **time accrued to date in the current calendar year**.
2. This accrued **time** settlement will be pro-rated from January 1st to the date of termination. Time to be rounded up to the nearest quarter hour.
3. In the event of termination during the first year of employment, all **earned time** must be repaid by the employee to the Town. All **earned time** to be repaid to the Town shall be deducted from the employee's final paycheck and the Union and the employee shall authorize such deduction.

G. JURY DUTY

1. An employee shall be allowed to take a leave of absence, without loss of leave credits, while serving on Jury Duty. The employee shall receive the employee's regular pay.
2. An employee who receives notice to report for Jury Duty shall immediately submit the notice to the appropriate supervisor. If the Town determines that the employee cannot be spared from assigned work duties, the Town and the employee shall request the Court to excuse the employee from service.
3. While on Jury Duty, an employee will be expected to work as much of the employee's schedule as the Jury Duty schedule permits, to the extent that the combined time on Jury Duty and at work does not exceed the employee's regular workday.
4. After the Jury duty is completed, the employee on Jury duty shall provide the Town with the dates on which the employee was ordered to be in court. Failure to submit court documentation shall result in discipline and/or termination of the employee's employment.

H. LEAVE INCREMENTS

All leave time can be taken in fifteen-minute increments.

I. MILITARY DUTY

A payment of benefits will be provided in accordance with NYS Military Law, Section 242, 243.

J. MATERNITY LEAVE

Full-time female employees will be entitled to disability benefits due to pregnancy beginning with the 8th consecutive day of disability. The maternity benefit is payable for a ten (10) week period for a normal delivery, four (4) weeks prior to and six (6) weeks after delivery, and a twelve (12) week period for a Caesarean, four (4) weeks prior to and eight (8) weeks after delivery.

| |
|--|
| <p style="text-align: center;">ARTICLE 10 UNPAID LEAVE</p> |
|--|

1. **Personal Leave:** At the sole discretion of the Town and upon written request of the employee, an employee may take an unpaid leave of absence for up to one (1) year for personal reasons including, but not limited to, family responsibilities and education. To be eligible for such leave, the employee

must have at least one year of continuous service with the Town. Unpaid personal leave shall not be granted or utilized for the purpose of obtaining or maintaining outside employment.

2. Bereavement /Funeral Leave

- a. Up to three (3) scheduled work days off, for which an employee shall use existing **comp or earned time** (**pre-existing:** personal, comp, sick or vacation days), for attendance at the funeral of the employee’s spouse or significant other, child, grandchild, parent, or step-parent, brother or sister.
- b. One (1) scheduled work day off, for which an employee shall use existing **comp or earned time** (**pre-existing:** personal, comp, sick or vacation days), for attendance at the funeral of the employee’s grandparent, grandparent-in-law, parent-in-law, brother or sister-in-law, aunt, uncle, niece or nephew.

NOTE: This benefit is intended to cover only scheduled work days lost between the date of death and to and including the date of the funeral.

- c. **Family and Medical Leave Act:** The Town’s policy on family and medical leave shall be in accordance with Federal Law.
- d. **Seniority:** Leave without pay for up to one (1) year shall not constitute a break in service for the purpose of computing eligibility for employment preference and other benefits involving length of service, nor shall the employees accrue seniority while on such unpaid leave. For example, when an employee of five years returns from a year of unpaid leave, that employee has the same five years seniority upon return.

| |
|---------------------------------|
| ARTICLE 11 INSURANCE |
|---------------------------------|

A. MEDICAL & HOSPITAL INSURANCE:

- 1. **Coverage:** The Town shall provide each full-time employee and his or her eligible family with medical and hospital insurance in accordance with the benefit levels implemented and effective on January 1 2008, Coverage shall begin on the first of the month immediately following the employee’s initial date of employment.
- 2. **Premium Payment:** The full time employee shall pay the following premium for individual and family coverage:

**Effective January 1, 2008 Individual & Family Health Insurance
DEWITT HEALTH & WELLNESS
(POMCO & OCEBA PLAN T)**

HMO’S (as of 01/01/ 08 - subject to change):

The Town has the right to cancel any HMO that has less than ten (10) enrollees. Any HMO that has zero enrollees is automatically discontinued. United Health Care, MVP (HMO), MVP Double, HMO-CNY, Healthguard Blue.

The employee shall pay the following percentage of the premium for health insurance. Premiums are set by OCEBA or the HMO.

| | | | | |
|-------------|-------------|-------------|-------------|-------------|
| 2016 | 2017 | 2018 | 2019 | 2020 |
| 15% | 15% | 15% | 15% | 15% |

Drugs: For the OCEBA Plan employees shall pay **the following** for drugs.

| Generic Drugs | Formulary | Non-Formulary |
|----------------------|------------------|----------------------|
| \$5.00 | \$15.00 | \$30.00 |

B. DENTAL PLAN

1. **Coverage:** The Town shall provide each full-time employee and his or her eligible family with dental insurance. Coverage shall begin on the first of the month immediately following the employees' initial date of employment.
2. **Premium Payment:** The full-time employee shall pay the following premium for individual and family coverage:

| | Individual | Family |
|-----------------|-------------------|-----------------|
| Guardian | \$10.00 monthly | \$40.00 monthly |

C. OPTICAL PLAN

Participation is voluntary for employees who enroll in OCEBA or an HMO. The cost is 50% of the premium.

D. ON-THE-JOB DISABILITY INSURANCE (WORKERS' COMPENSATION)

1. **Coverage:** The Town shall provide each employee with Workers' Compensation coverage in accordance with the New York Workers' Compensation Law. Coverage shall begin on the employee's first day of employment.
2. **Reporting of Injury:** In accordance with New York Workers' Compensation Law, an employee who is injured while at work must report the injury with the insurance carrier and Workers' Compensation Board within the time limits required by State Law. If injuries warrant a visit to the emergency room, the appropriate supervisor shall provide the employee with the necessary Workers' Compensation information.
3. **Sick Leave Credits:** To the extent that a compensation award includes lost wages and the employee received paid sick leave, such award shall be assigned by the employee to the Town. Upon such assignment, the employee's sick leave credits shall be restored on a pro-rated basis.
4. **Town Supervisor Appeal:** An employee may appeal to the Town Supervisor to have his pay continue for up to thirty (30) days after having been injured while working for the Town and having executed an assignment of benefits from Workers Comp. The employee must submit a written application to the Town Supervisor and prove that "an extraordinary situation exists". The Town Supervisor, with Town Board approval, may authorize the continuation of wages for up to thirty days conditioned on the employee assigning rights from Workers Compensation to offset these wages.

E. INJURED ON THE JOB

The Town will recognize this with the following understanding: The Town of DeWitt will pay the employee the amount they would receive from Worker's Compensation during the initial phase of the employee's injury; to wit, until the employee receives his or her first benefit from Worker's Compensation, the Town of DeWitt will pay said employee the amount they are expected to receive from Worker's Compensation and the employee will assign his or her benefits to such amount to the

Town. In no event shall the Town make any such payment if the employee has not filed his or her claim to benefits within seven (7) days after being injured.

F. EMPLOYEE ASSISTANCE PROGRAM

The Town shall make available an Employee Assistance Program (EAP) for every full-time employee and his/her family to obtain confidential, professional counseling. An employee may use the EAP as often as needed; however the Town's economic obligation is limited to six (6) sessions per calendar year, at no cost to the employee, after which the employee becomes economically responsible for additional sessions.

G. EMPLOYEE LIFE INSURANCE

1. **Coverage:** The Town shall provide \$8,000.00 coverage of term life insurance for each employee while the employee is employed by the Town.
2. **Premium Payment:** The Town shall pay the full premium for the life insurance referenced in this Article.
3. **Conversion:** The full-time employee, at retirement, may convert his or her life insurance policy at his or her own expense.

H. DECEASED EMPLOYEE'S ESTATE

The employer agrees to pay a deceased employee's estate unused sick time and personal time up to a maximum of five (5) days total, which was accrued by the employee at the time of his/her death.

I. EMPLOYEE'S LAID OFF/POSITIONS ELIMINATED

Employees laid-off or whose positions are eliminated are entitled to health benefits at the same rate as current employees for the same plan for six (6) months or until they find new employment; whichever is shorter.

J. FLEX-ACCOUNT

For any member who signs up for a Medical Flex Plan Account (IRC 125), the Town will deposit \$ 150.00 by January 30th of each year of this contract.

| |
|---|
| ARTICLE 12 RETIREMENT BENEFITS |
|---|

A. PENSION PLAN

1. The Town shall provide retirement benefits in accordance with the provisions governing the New York State Employees Retirement System.
2. **Option:** The Town shall provide options 41j and 60b.

B. RETIREMENT BONUS

Upon an employee/retiree's separation of employment and entrance into the New York State Retirement System, the Town shall pay the employee/retiree for all accumulated, unused leave time earned, on a pro-rated basis, in the year of retirement.

**ARTICLE 13
SPECIAL COMMITTEES**

A. LABOR-MANAGEMENT COMMITTEE

1. **Purpose:** There shall be a standing Labor-Management Committee, composed of representatives of the Town, the Unit President and/or a Union steward, and other persons as deemed necessary by the Union and the Town, for the sole purpose of discussing labor and employment policies and procedures.

Employee representatives on the Committee shall be designated by the Unit President. The Committee may not negotiate terms and conditions of employment.

The first meeting will be May 1st. The second meeting will be October 2nd 2017.

2. **Agenda:** Unless otherwise agreed to, the Town and the Union shall submit issues for discussion, in writing, at least fourteen (14) calendar days prior to the scheduled date of the meeting.
3. **Frequency and Duration:** The Town shall schedule a meeting of the Labor-Management Committee within fourteen (14) calendar days of receiving a written request from the Union. The meeting shall occur during regular business hours, no more than four (4) total union members shall be allowed to attend and the meeting shall not exceed two (2) hours unless mutually agreed to by the parties. Leave for the meeting will be paid for by the Town.

B. HEALTH INSURANCE

A joint Labor-Management Committee composed of equal number of representatives from management and labor shall be established to work cooperatively and in good faith concerning matters and efforts on health benefits and cost containment. No changes shall be made without consent of both parties. The Committee shall consist of one member of each bargaining unit and three members from the Town as designated by the Town Board.

The parties shall meet on or about May 1st of each year to review the current years plans and on or about October 1st to review plans and rates for the coming year. The CSEA members may consent on behalf of the bargaining unit to any changes. The Town members may not consent to changes unless authorized by a resolution from the Town Board.

**ARTICLE 14
GENERAL PROVISIONS**

A. TRAVEL EXPENSES

1. **Employee's Car:** When an employee is directed by the appropriate supervisor to use the employee's own vehicle for Town business, the Town shall reimburse the employee at the then current mileage rate set by the Internal Revenue Service. [See Town of Dewitt Mileage Reimbursement Policy Dated 1.1.15 \[see Appendix C\]](#)
2. **Meals and Lodging Expenses:** When an employee is assigned to travel outside the Town of DeWitt service area to attend a school, meeting, etc., the Town shall reimburse the employee for all reasonable and necessary expenses for meals and lodging during such assignment. All expenses, however, must be pre-approved by the Department Head or his/her designee prior to travel. The Town will not reimburse employees for any travel expenses that were not approved prior to travel, except for reasonable emergency expenses where pre-approval is impossible.

B. SAFETY EQUIPMENT

Upon receipt of proof of purchase, the Town shall reimburse employees who are required to wear safety equipment up to one hundred twenty-five dollars (\$125.00) per calendar year toward the purchase of safety equipment.

The equipment that qualifies for this benefit is included in a separate list agreed to by the Department Head, Unit President, Town Comptroller, and kept by the Town Comptroller.

C. WORK GEAR

The Town shall provide all required safety and personal protection equipment necessary for Town work; i.e. rubber boots, rain gear, hard hats, corrective safety eyewear, and other job related safety equipment; for whom an agreement is reached by the Department Head and the employee, at no cost to the employee.

D. REIMBURSEMENT FOR EDUCATION

Upon satisfactory completion of a course of study taken for the Town's benefit, [or required to maintain up to date with new and revised job qualifications](#), and approved in advance by the Town Board, the Town shall reimburse an employee for all tuition, fees and books required.

[The Town Board shall consider an increase in salary for an employee seeking to further their education for the benefit of the Town. All courses require prior approval from the Town Board to be considered for salary increase.](#)

E. WELLNESS

Each employee will be offered, at no cost to the employee, a flu shot once per year.

F. PROFESSIONAL DUES, CLASSES AND SEMINARS

Employees may attend classes and seminars related to their work duties at the Town's expense, subject to work schedules and approval of their Supervisor and upon the approval of the Town Board.

Professional dues and fees currently paid by the Town shall continue to be reimbursed by the Town. Employees shall provide a list to the Town of all professional dues and fees previously reimbursed.

G. COMMERCIAL DRIVER'S LICENSES

At the time of renewal, any employee required to maintain a CDL will be entitled to a 50% reimbursement of the cost of the license after five years of service. (retro to 1/1/03).

H. UNLAWFUL DISCRIMINATION AND HARASSMENT

The Town and the Union are committed to providing a workplace that is free of unlawful discrimination and harassment. Neither the Town nor the Union shall discriminate against or harass any employee on the basis of his or her sex, race, age, religion, national origin, or sexual orientation. The Union shall not interfere with the Town's efforts to maintain a workplace that is free of unlawful discrimination and harassment. Nothing in this section shall be deemed to prevent the Union from representing an employee who is charged with, or disciplined for, engaging in alleged discrimination or harassment.

ARTICLE 15
EXECUTION OF AGREEMENT

A. DURATION OF AGREEMENT

This Collective Bargaining Agreement shall become effective on January 1, 2016 and shall expire at the end of day on December 31, 2020 unless otherwise agreed to by the parties.

B. DISTRIBUTION

The Town shall provide each new employee with a copy of this Collective Bargaining Agreement on the employee's first day of work.

C. SAVINGS CLAUSE

1. Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.
2. Upon the issuance of such decisions, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of affecting the purpose of the provisions, portions or applications.

D. PAST PRACTICES

The Town agrees to continue the following items:

1. Staff Apparel
2. No fees for some Recreation Programs. Recreation programs will incur a fee when the program is sub-contracted through an outside instructor or vendor.

Also, when materials or tickets for special events are required, such as art programs, special events or field trips, a fee will be incurred by the parent/guardian or participant.

3. First Aid Training – The Town agrees to offer First Aid training to interested employees.
4. Defensive Driving - The Town agrees to provide Defensive Driving courses to take place in Town Hall. Employees will be required to register their course expiration dates to allow for the most beneficial scheduling.
5. Replacement of ruined clothes due to work related incidents and construction inspection
6. When the Town is closed because of emergency, employees will be paid (such as snow, storms, etc.)
7. Provide uniforms for mandated departments such as Police and Clerks.
8. Current retirement programs (a copy of the retirement health insurance program is attached as an appendix and incorporated by reference); and
9. All other past practices pursuant to the mutual agreement of the parties. Any and all violations of past practices shall be grievable under Article 4 (B) Grievances Procedures and C Arbitration.

E. LEGISLATIVE ACTION

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

F. EXECUTION OF AGREEMENT

This Collective Bargaining Agreement shall remain in full force beginning January 1, 2016 until December 31, 2020.

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

TOWN OF DEWITT

CSEA, Inc.

EDWARD MICHALENKO
Town Supervisor

FRANK ANTONUCCI
Labor Relations Specialist

Date: -----

Date: -----

APPENDIX A

5400 Bateman Drive
East Syracuse, NY 13057-8709
Phone: 315-436-2211
Fax: 315-436-0625

Town Board:
Kerry Shannon
Sam Young
Joseph Chiesone Jr.
Janie Starr
Kern Pignus
Koren Duvon

Town Manager:
Michael Mancini

Edward M. Michalenko, Ph.D.
Supervisor



IMPORTANT NOTICE

Due to continuously rising healthcare costs and State mandated tax caps, the Town Board authorized the Town's insurance agent, Haylor Freyer & Coon, Inc., to conduct a study of the healthcare plans offered by the Town of DeWitt. The study was to determine if a more affordable healthcare plan was available while maintaining adequate coverage to Town retirees.

On October 26, 2016 at 8am, a Special Meeting was held by the Town of DeWitt Board. A motion was made by the Town Board to implement a Medicare Advantage healthcare plan for medicare eligible retirees and their eligible dependent(s). Effective January 1, 2017 all retirees and their eligible dependent(s) that are Medicare eligible will be required to enroll in the Excellus BCBS Medicare Blue PPO plan. The OCEBA Plan T will no longer be an available option to individuals who are medicare eligible.

For retirees affected by this change, a special meeting will be held at the Town of DeWitt Town Hall on Monday, November 14, 2016 at 10am. Please see the attached for further instructions. Thank you for your cooperation with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Michalenko".

Edward Michalenko
Town Supervisor

www.townofdewitt.com

APPENDIX B
RETIREE HEALTH INSURANCE

QUALIFICATIONS A RETIREE MUST MEET TO OBTAIN GROUP HEALTH, DENTAL AND/OR VISION INSURANCE:

1. An employee who retires from the Town of DeWitt directly into the New York State and Local Retirement System (ERS), with either ten years of credited service with the Town of DeWitt and is sixty two years of age, or twenty years of credited service with the Town of DeWitt and is fifty-five years of age, may continue health coverage by paying the same amount of premium contribution as an active employee.
2. An employee retiring with family health coverage may maintain family coverage or change to individual coverage at any time.
3. An employee that retires with individual health coverage may change to family coverage by paying the difference between the monthly premium that the Town pays for family and individual health coverage.
4. An employee who has been approved for New York State Disability Retirement prior to the age of fifty-five with twenty years of credited service with the Town may continue individual or family health coverage by paying one-half of the employee's monthly premium, rounded up to the nearest whole dollar.
5. An employee who has been approved for New York State disability retirement but does not meet the age and service criteria may continue health, dental and or vision coverage by paying 100% of the applicable premium.
6. Dental and vision insurance is available to retirees who retire after February 28, 1987. The retiree must pay 100% of the monthly premium that is paid by the Town.
7. A surviving spouse of a qualified retiree may continue individual health coverage by paying 100% of the monthly premium that is paid by the Town.
8. An employee who retires from the town into ERS but does not qualify as to the age or years of service criteria may continue health, dental and/or vision coverage by paying 100% of the applicable monthly premium that the Town pays to its insurance carriers.
9. Any retiree or a dependent of a retiree who is eligible for health, dental and/or vision insurance through any other employer and/or group-sponsored plan(s) must enroll in those plan(s).
10. Continuous coverage is not automatic and a retiree must re-apply to the Town for health, dental and/or vision benefits each year.
11. A retiree who withdraws from the Town's health, dental and/or vision plan(s), then wishes to re-apply, may re-enter at the same status that existed at the retiree's date of retirement.

APPENDIX C

Health Insurance Comparison - Town of Dewitt

| Benefits | Current Plan OCEBA | | Proposed Plan Excelsus Medicare Blue PPO | | Notes |
|---------------------------|---------------------------------------|----------------------|---|---------------------------------------|--|
| | In-Network | Out-of-Network | In-Network | Out-of-Network | |
| Deductible | \$0 | \$100/\$300 | \$0 | \$250 | Ind. Ded. Increased by \$150 with Excelsus |
| Annual Out-of-Pocket Max | \$1000 per one or more family members | | \$1250 in-network | \$8000 combined in and out-of-network | OCEBA - Out-of-pocket limit does not apply to network copays, Rx out-of-pocket amounts Excelsus - Medical services only, doesn't include Rx |
| Office Visits | | | | | |
| Preventive Services | No Charge | No Benefit | No Charge | No Benefit | No change |
| Primary Care | \$10 | Deductible, then 20% | \$15 | \$25 | Slightly higher copay in-network with Excelsus. Out-of network with Excelsus is copay, not coinsurance |
| Specialist | \$10 | Deductible, then 20% | \$15 | \$25 | Slightly higher copay in-network with Excelsus. Out-of network with Excelsus is copay, not coinsurance |
| Chiropractor | \$10 | Deductible, then 20% | \$15 | \$25 | OCEBA limits to \$500 per person per year |
| Podiatrist | Dependent on services rendered | | \$15 | \$25 | OCEBA - Routine foot care is not covered except for patients with severe systemic disorders (diabetes) Excelsus - For medically necessary foot care |
| Allergy Tests /Injections | \$10 | Deductible, then 20% | \$15 | \$25 | Slightly higher copay in-network with Excelsus. Out-of network with Excelsus is copay, not coinsurance |
| Routine Hearing Exam | Not Covered | | \$15 (1 per year) | \$25 (one per year) | Excelsus also allows \$300 hearing aid allowance once every 3 years |
| Routine Vision Exam | Not Indicated | Not Indicated | \$15 (one per year) | \$25 (one per year) | Excelsus also allows \$100 eyewear allowance once every year |

APPENDIX D

**TOWN OF DEWITT
MILEAGE REIMBURSEMENT POLICY
JANUARY 1, 2015**

When an employee is directed by the appropriate supervisor to use the employee's own vehicle for Town business, the Town shall reimburse the employee at the current mileage rate set by the Internal Revenue Service.

Supervisors shall make available to their staff a Town owned vehicle when performing Town business when such vehicle is available.

The following documentation is required when submitting for mileage reimbursement:

1. Mileage log documenting:
 - a. Dates of requested mileage reimbursement
 - b. Starting and ending locations
 - c. Miles driven per day
 - d. Total miles
2. MapQuest printout supporting the total miles driven to each location

Reimbursable mileage:

1. Town Hall to Town Business:
 - a. Distance from Town Hall to location of Town business (x2 if you are returning to Town Hall)
2. Home to location of Town Business - Mileage is **never** reimbursable from your **home** unless the miles driven to the location of Town business exceed the miles of your normal work commute.
 - a. Calculate miles from Home to Town Hall
 - b. Calculate miles from Home to location of Town Business
 - c. If the miles calculated in A exceed miles calculated in B the **DIFFERENCE** is the reimbursable portion.

APPENDIX E

| OPERATIONAL | | | | | | | | | | | | | | | |
|----------------|-------|-------|-----------|-------|-------|-----------|-------|-------|-----------|-------|-------|-----------|-------|-------|-----------|
| | | 2016 | | | 2017 | | | 2018 | | | 2019 | | | 2020 | |
| STEP A | 0-1 | 14.85 | 31,006.80 | 3.10% | 15.31 | 31,967.28 | 3.07% | 15.78 | 32,948.64 | 3.04% | 16.26 | 33,950.88 | 3.01% | 16.75 | 34,974.00 |
| STEP B | 1-2 | 15.25 | 31,842.00 | 3.02% | 15.71 | 32,802.48 | 2.99% | 16.18 | 33,783.84 | 2.97% | 16.66 | 34,786.08 | 2.94% | 17.15 | 35,809.20 |
| STEP C | 2-3 | 15.65 | 32,677.20 | 2.94% | 16.11 | 33,637.68 | 2.92% | 16.58 | 34,619.04 | 2.90% | 17.06 | 35,621.28 | 2.87% | 17.55 | 36,644.40 |
| STEP D | 3-4 | 16.05 | 33,512.40 | 2.87% | 16.51 | 34,472.88 | 2.85% | 16.98 | 35,454.24 | 2.83% | 17.46 | 36,456.48 | 2.81% | 17.95 | 37,479.60 |
| STEP E | 4-5 | 16.45 | 34,347.60 | 2.80% | 16.91 | 35,308.08 | 2.78% | 17.38 | 36,289.44 | 2.76% | 17.86 | 37,291.68 | 2.74% | 18.35 | 38,314.80 |
| STEP F | 5-6 | 16.85 | 35,182.80 | 2.73% | 17.31 | 36,143.28 | 2.72% | 17.78 | 37,124.64 | 2.70% | 18.26 | 38,126.88 | 2.68% | 18.75 | 39,150.00 |
| STEP G | 6-7 | 17.25 | 36,018.00 | 2.67% | 17.71 | 36,978.48 | 2.65% | 18.18 | 37,959.84 | 2.64% | 18.66 | 38,962.08 | 2.63% | 19.15 | 39,985.20 |
| STEP H | 7-8 | 17.65 | 36,853.20 | 2.61% | 18.11 | 37,813.68 | 2.60% | 18.58 | 38,795.04 | 2.58% | 19.06 | 39,797.28 | 2.57% | 19.55 | 40,820.40 |
| STEP I | 8-9 | 18.05 | 37,688.40 | 2.55% | 18.51 | 38,648.88 | 2.54% | 18.98 | 39,630.24 | 2.53% | 19.46 | 40,632.48 | 2.52% | 19.95 | 41,655.60 |
| STEP J | 9-10 | 18.45 | 38,523.60 | 2.49% | 18.91 | 39,484.08 | 2.49% | 19.38 | 40,485.44 | 2.48% | 19.86 | 41,487.68 | 2.47% | 20.35 | 42,490.80 |
| STEP K | 10-11 | 18.85 | 39,358.80 | 2.44% | 19.31 | 40,319.28 | 2.43% | 19.78 | 41,300.64 | 2.43% | 20.26 | 42,302.88 | 2.42% | 20.75 | 43,326.00 |
| STEP L | 11-12 | 19.25 | 40,194.00 | 2.39% | 19.71 | 41,154.48 | 2.38% | 20.18 | 42,135.84 | 2.38% | 20.66 | 43,138.08 | 2.37% | 21.15 | 44,161.20 |
| STEP M | 12-13 | 19.65 | 41,029.20 | 2.34% | 20.11 | 41,989.68 | 2.34% | 20.58 | 42,971.04 | 2.33% | 21.06 | 43,973.28 | 2.33% | 21.55 | 44,996.40 |
| STEP N | 13-14 | 20.05 | 41,864.40 | 2.29% | 20.51 | 42,824.88 | 2.29% | 20.98 | 43,806.24 | 2.29% | 21.46 | 44,808.48 | 2.28% | 21.95 | 45,831.60 |
| STEP O | 14-15 | 20.45 | 42,699.80 | 2.25% | 20.91 | 43,660.08 | 2.25% | 21.38 | 44,641.44 | 2.25% | 21.86 | 45,643.68 | 2.24% | 22.35 | 46,666.80 |
| STEP P | 15-16 | 20.85 | 43,534.80 | 2.21% | 21.31 | 44,495.28 | 2.21% | 21.78 | 45,476.84 | 2.20% | 22.26 | 46,478.88 | 2.20% | 22.75 | 47,502.00 |
| STEP Q | 16-17 | 21.25 | 44,370.00 | 2.16% | 21.71 | 45,330.48 | 2.18% | 22.18 | 46,311.84 | 2.16% | 22.66 | 47,314.08 | 2.16% | 23.15 | 48,337.20 |
| STEP R | 17-18 | 21.65 | 45,205.20 | 2.12% | 22.11 | 46,165.68 | 2.13% | 22.58 | 47,147.04 | 2.13% | 23.06 | 48,149.28 | 2.12% | 23.55 | 49,172.40 |
| STEP S | 18-19 | 22.05 | 46,040.40 | 2.09% | 22.51 | 47,000.68 | 2.09% | 22.98 | 47,982.24 | 2.09% | 23.46 | 48,984.48 | 2.09% | 23.95 | 50,007.60 |
| STEP T | 19-20 | 22.45 | 46,875.60 | 2.05% | 22.91 | 47,836.08 | 2.05% | 23.38 | 48,817.44 | 2.05% | 23.86 | 49,819.68 | 2.05% | 24.35 | 50,842.80 |
| STEP U | 20+ | 22.85 | 47,710.80 | 2.01% | 23.31 | 48,671.28 | 2.02% | 23.78 | 49,652.84 | 2.02% | 24.26 | 50,654.88 | 2.02% | 24.75 | 51,678.00 |
| UPDATED 6/6/17 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

APPENDIX E

| Administrative | | | | | | | | | | | | | | | |
|----------------|-------|-------|-----------|-------|-------|-----------|-------|-------|-----------|-------|-------|-----------|-------|-------|-----------|
| | | 2016 | | | 2017 | | | 2018 | | | 2019 | | | 2020 | |
| STEP A | 0-1 | 13.00 | 27,144.00 | 3.15% | 13.41 | 28,000.08 | 3.13% | 13.83 | 28,877.04 | 3.04% | 14.25 | 29,754.00 | 3.09% | 14.69 | 30,672.72 |
| STEP B | 1-2 | 13.30 | 27,770.40 | 3.08% | 13.71 | 28,626.48 | 3.06% | 14.13 | 29,503.44 | 3.04% | 14.56 | 30,401.28 | 3.02% | 15.00 | 31,320.00 |
| STEP C | 2-3 | 13.60 | 28,396.80 | 3.01% | 14.01 | 29,252.88 | 3.00% | 14.43 | 30,129.84 | 2.98% | 14.86 | 31,027.68 | 2.96% | 15.30 | 31,946.40 |
| STEP D | 3-4 | 13.90 | 29,023.20 | 2.95% | 14.31 | 29,879.28 | 2.94% | 14.73 | 30,756.24 | 2.92% | 15.16 | 31,654.08 | 2.90% | 15.60 | 32,572.80 |
| STEP E | 4-5 | 14.20 | 29,649.60 | 2.89% | 14.61 | 30,505.68 | 2.87% | 15.03 | 31,382.64 | 2.86% | 15.46 | 32,280.48 | 2.85% | 15.90 | 33,199.20 |
| STEP F | 5-6 | 14.50 | 30,276.00 | 2.83% | 14.91 | 31,132.08 | 2.82% | 15.33 | 32,009.04 | 2.80% | 15.76 | 32,906.88 | 2.79% | 16.20 | 33,825.60 |
| STEP G | 6-7 | 14.80 | 30,902.40 | 2.77% | 15.21 | 31,758.48 | 2.76% | 15.63 | 32,635.44 | 2.75% | 16.06 | 33,533.28 | 2.74% | 16.50 | 34,452.00 |
| STEP H | 7-8 | 15.10 | 31,528.80 | 2.72% | 15.51 | 32,384.88 | 2.71% | 15.93 | 33,261.84 | 2.70% | 16.36 | 34,159.68 | 2.69% | 16.80 | 35,078.40 |
| STEP I | 8-9 | 15.40 | 32,155.20 | 2.66% | 15.81 | 33,011.28 | 2.66% | 16.23 | 33,888.24 | 2.65% | 16.66 | 34,786.08 | 2.64% | 17.10 | 35,704.80 |
| STEP J | 9-10 | 15.70 | 32,781.60 | 2.61% | 16.11 | 33,637.68 | 2.61% | 16.53 | 34,514.64 | 2.60% | 16.96 | 35,412.48 | 2.59% | 17.40 | 36,331.20 |
| STEP K | 10-11 | 16.00 | 33,408.00 | 2.56% | 16.41 | 34,264.08 | 2.56% | 16.83 | 35,141.04 | 2.55% | 17.26 | 36,038.88 | 2.55% | 17.70 | 36,957.60 |
| STEP L | 11-12 | 16.30 | 34,034.40 | 2.52% | 16.71 | 34,890.48 | 2.51% | 17.13 | 35,767.44 | 2.51% | 17.56 | 36,665.28 | 2.51% | 18.00 | 37,584.00 |
| STEP M | 12-13 | 16.60 | 34,660.80 | 2.47% | 17.01 | 35,516.88 | 2.47% | 17.43 | 36,393.84 | 2.47% | 17.86 | 37,291.68 | 2.46% | 18.30 | 38,210.40 |
| STEP N | 13-14 | 16.90 | 35,287.20 | 2.43% | 17.31 | 36,143.28 | 2.43% | 17.73 | 37,020.24 | 2.43% | 18.16 | 37,918.08 | 2.42% | 18.60 | 38,836.80 |
| STEP O | 14-15 | 17.20 | 35,913.60 | 2.38% | 17.61 | 36,769.68 | 2.39% | 18.03 | 37,646.64 | 2.38% | 18.46 | 38,544.48 | 2.38% | 18.90 | 39,463.20 |
| STEP P | 15-16 | 17.50 | 36,540.00 | 2.34% | 17.91 | 37,396.08 | 2.35% | 18.33 | 38,273.04 | 2.35% | 18.76 | 39,170.88 | 2.35% | 19.20 | 40,089.60 |
| STEP Q | 16-17 | 17.80 | 37,166.40 | 2.30% | 18.21 | 38,022.48 | 2.31% | 18.63 | 38,899.44 | 2.31% | 19.06 | 39,797.28 | 2.31% | 19.50 | 40,716.00 |
| STEP R | 17-18 | 18.10 | 37,792.80 | 2.27% | 18.51 | 38,648.88 | 2.27% | 18.93 | 39,525.84 | 2.27% | 19.36 | 40,423.68 | 2.27% | 19.80 | 41,342.40 |
| STEP S | 18-19 | 18.40 | 38,419.20 | 2.23% | 18.81 | 39,275.28 | 2.23% | 19.23 | 40,152.24 | 2.24% | 19.66 | 41,050.08 | 2.24% | 20.10 | 41,968.80 |
| STEP T | 19-20 | 18.70 | 39,045.60 | 2.19% | 19.11 | 39,901.68 | 2.20% | 19.53 | 40,778.64 | 2.20% | 19.96 | 41,676.48 | 2.20% | 20.40 | 42,595.20 |
| STEP U | 20-21 | 19.00 | 39,672.00 | 2.16% | 19.41 | 40,528.08 | 2.16% | 19.83 | 41,405.04 | 2.17% | 20.26 | 42,302.88 | 2.17% | 20.70 | 43,221.60 |
| STEP V | 21-22 | 19.30 | 40,298.40 | 2.12% | 19.71 | 41,154.48 | 2.13% | 20.13 | 42,031.44 | 2.14% | 20.56 | 42,929.28 | 2.14% | 21.00 | 43,848.00 |
| STEP W | 22-23 | 19.60 | 40,924.80 | 2.09% | 20.01 | 41,780.88 | 2.10% | 20.43 | 42,657.84 | 2.10% | 20.86 | 43,555.68 | 2.11% | 21.30 | 44,474.40 |
| STEP X | 23-24 | 19.90 | 41,551.20 | 2.06% | 20.31 | 42,407.28 | 2.07% | 20.73 | 43,284.24 | 2.07% | 21.16 | 44,182.08 | 2.08% | 21.60 | 45,100.80 |
| STEP Y | 24-25 | 20.20 | 42,177.60 | 2.03% | 20.61 | 43,033.68 | 2.04% | 21.03 | 43,910.64 | 2.04% | 21.46 | 44,808.48 | 2.05% | 21.90 | 45,727.20 |
| STEP Z | 25+ | 20.50 | 42,804.00 | 2.00% | 20.91 | 43,660.08 | 2.01% | 21.33 | 44,537.04 | 2.02% | 21.76 | 45,434.88 | 2.02% | 22.20 | 46,353.60 |
| | | | | | | | | | | | | | | | |