

AGREEMENT

BY AND BETWEEN THE

TOWN OF DEWITT

AND

CSEA LOCAL 1000 AFSCME, AFL-CIO



Town of Dewitt
Supervisory Unit 7823-00
Onondaga County Local 834

January 1, 2015 – December 31, 2018

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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 collective bargaining representative with respect to all terms and conditions of employment for employees identified in Section B.1 of the article below.

B. DEFINITION OF BARGAINING UNIT

1. Inclusion: The bargaining unit shall consist of all regularly scheduled employees in the titles of Senior Citizens Coordinator, Park Superintendent, Park Labor Crew Leader, Labor Crew Leader, Assistant Director of Recreation, and Working Crew Leader, **Real Property Appraisal Aid, Recreation Supervisor**.
2. Exclusion: All other employees, including seasonal employees employed by the Town of DeWitt shall be excluded from the bargaining unit.
3. Unit Clarification: 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 & 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 the article, above.

E. BULLETIN BOARDS

The Town shall provide the Union with reasonable use of one bulletin board, at a mutually agreeable location outside of public view, in each of the following buildings for the purpose of posting notices with regard to meetings or matters of special interest to the employees: Town Hall, Highway Building and Parks Department Maintenance Facility.

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, the 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.

<p>ARTICLE 2B MANAGEMENT RIGHTS</p>
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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 determine 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.

ARTICLE 3 EMPLOYEE RIGHTS

A. EMPLOYEE CATEGORIES

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.

ARTICLE 4 DISCIPLINE, GRIEVANCES & ARBITRATION

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 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 who 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: If 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
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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. HIGHWAY DEPARTMENT:

The regular work hours for full-time employees of the Highway Department are Monday through Friday 7:00 a.m. to 3:30 p.m. with a 30 minute unpaid lunch break each day.

The regular work hours for full-time employees of the Highway Department whose job duties are Clerical or Office Personnel are 7:00 a.m. through 3:30 p.m. with a 30 minute unpaid lunch break each day.

B. PARKS DEPARTMENT:

The regular work hours for full-time employees of the Parks Department are Monday through Friday 7:30 a.m. to 3:30 p.m. with a 30 minute unpaid lunch break each day.

C. RECREATION DEPARTMENT:

The regular work hours for full-time employees of the Recreation Department are Monday through Friday 8:00 a.m. to 4:30 p.m. with a 30 minute unpaid lunch break each day.

D. FLEX-TIME:

All departments may implement Flextime arrangements agreed to by the Department Head and the employees.

E. 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.

F. BREAKS & LUNCHES

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.

G. 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.

H. 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.

I. 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 existing position, the Town shall post such vacancy on all Town bulletin boards and provide the Unit President 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 existing position 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.

**ARTICLE 8
COMPENSATION**

A. SALARY INCREASES: Employees shall be paid in accordance to the following scale in this agreement.

1. Supervisory Employees:

2015	2016	2017	2018
2.00% retroactive to 1.1.15	2.00%	2.00%	2.00%

2. New employees: Any employee can be hired at a compensation rate into a step level commensurate to his/her experience.

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 time shall be included as time worked for the purpose of computing overtime.
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. The person called in will be picked based on the rotating list.
2. Emergency Call-ins: To be done on a rotating list based on seniority. The employee will be required to report in, within thirty (30) minutes or less. A rotating list for overtime shall be maintained by the employer and posted so all unit employees have access.
3. All Other Overtime: All other overtime that is assigned shall be on the basis of seniority. A rotating seniority list except for that overtime which is required in the discretion of the Highway Superintendent as a continuation of a current day project or work or overtime requiring the use of mechanics, which have specialized skills. The mechanics shall be determined by mutual agreement between the parties within ten (10) days after execution of this agreement and by January 10th of each year of this contract.
4. Call-ins: When snowplowing is required for the entire Town, for any call-ins for snow removal before the start of the workday, all employees shall be called. There will be an equal call-in time and work will not commence until at least fifteen (15) minutes after the call-in time and there will be no pay to an employee prior to the expiration of the fifteen (15) minutes for the purpose of this overtime call-in. Employees will be paid for actual time worked, with a minimum of two and one-half (2.5) hours, per call-in.

E. COMP-TIME:

A member of the bargaining unit may elect to take Comp-Time in lieu of overtime pay, subject to the following limitations: The member must designate on his or her timesheet in which

overtime was earned that comp-time is being requested instead of payment for overtime. The timesheet designation must be in a format acceptable to the Comptroller's Department.

A member may accrue up to seventy-five (75) hours of Comp-Time per calendar year. Any request for comp-time over 75 hours shall be denied. Any unused Comp-Time at the end of a calendar year will be bought out at the wage rate in which it was earned. If a wage increase occurs during a calendar year, the hour banked will be paid at the negotiated wage rate in which it was earned.

Requests for Comp-Time off shall be made in writing to the Department Head. The Department Head in his or her sole discretion may deny Comp-time off if he or she determines that the staffing needs of the department require the member to be present at work. Time not scheduled to be used by December 31st can be required to be used with a 14-day notice after October 1st by the Department Head or designee.

The maximum consecutive Comp-Time which may be used is 40 hours. Comp-Time shall not be considered as time worked, for the purpose of calculating overtime in any pay period in which Comp-Time is used.

Members who receive a paid lunch may not use the paid lunch for Comp-Time. Comp-Time must be taken in full day increments.

ARTICLE 9 PAID LEAVE

A. 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 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 (1.5) times the employee's regular hourly rate in addition to receiving eight (8) hours holiday pay.

B. PART-TIME EMPLOYEES

After one (1) year of continuous service, part-time employees working at least twenty (20) hours per week shall be entitled to Universal Leave, as follows:

- Year One (1) of contract-entitled to three (3) days off for the entire year.
- Year Two (2) of contract-entitled to six (6) days off for the entire year.
- Year Three (3) of contract-entitled to nine (9) days off for the entire year.

Universal Leave includes Holidays, Sick-time, Vacation time, Bereavement, and any other paid leave, which may be taken at the employee's discretion upon approval of the Department Head. In addition, any Part-Time employee working at least twenty (20) hours per week may buy into the Town's health program by the employee paying one hundred percent (100%) of the Health Insurance Premium.

In addition to the twenty (20) hour per week requirement to qualify for the aforementioned benefits, each Part-Time employee must have at least one (1) year continuous service with the Town.

C. EARNED TIME

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

< 1 year	16 days/6 days pay out
1 - < 4 years	21 days/6 days pay out
4 - < 9 years	26 days/6 days pay out
9 - < 10 years	27 days/6 days pay out
10 - < 11 years	28 days/6 days pay out
11 - < 12 years	29 days/6 days pay out
12 - < 13 years	30 days/6 days pay out
13 - < 20 years	31 days/6 days pay out
20 - < 25 years	32 days/6 days pay out
25 + years	33 days/6 days pay out

1. For new employees and employees not fulfilling a complete calendar work year, earned time shall be pro-rated. The amount of earned time allocated will be determined using the employee's length of service time within a given calendar year. Calculations will be based on an employee's start date (anniversary date), year beginning (January) or end (December 31) dates, and termination date or retirement date, if applicable. In all cases, earned time will be pro-rated to the nearest of one-quarter hour.

2. 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.
3. Upon termination of employment, any earned time taken in excess of that accrued by an employee will be deducted from the employee's final paycheck and the union and the employee shall authorize such deduction.
4. Please note that for administrative efficiency, an employee's earned time availability for the current calendar year will be posted on the employee's paycheck stub on or about January 15, the time posted will be calculated on the assumption that the employee will work the entire calendar year.
5. An employee's direct supervising Department Head must be notified at one (1) hour prior to a shift's start time, in order to use earned time for sick-leave purposes.
6. A doctor's written excuse is required when using earned time for excused absences for three (3) or more consecutive work days.
7. A 24-hour notice to Department Heads is required when using comp time for personal reasons. Other than bereavement of immediate family members, comp time cannot be used for more than two (2) consecutive days without prior Department Head approval.
8. Any earned time used for more than two (2) consecutive work days requires prior approval of the direct supervising Department Head. Requests must be submitted in writing within a reasonable time frame.
9. Department Heads have the responsibility to approve earned time and may request revisions in the schedule to ensure adequate work coverage within the department throughout the year.
10. An employee's seniority shall be the controlling factor in the event of conflicts in request for earned time dates.
11. The smallest time increment in which earned time can be used for any purpose is one-quarter hour.

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. 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.

E. LEAVE INCREMENTS

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

F. MILITARY DUTY

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

G. 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.

ARTICLE 10 UNPAID LEAVE

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.

1. Family and Medical Leave Act: The Town's policy on Family and Medical Leave shall be in accordance with Federal Law.
2. 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, 2004. 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, 2011	<u>Individual & Family Health Insurance</u> DEWITT HEALTH & WELLNESS (POMCO & OCEBA PLAN T)
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HMO'S (as of 01/01/11 - 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.

2015	2016	2017	2018
15%	15%	15%	15%

Drugs: For the OCEBA Plan employees shall pay five dollars (\$5.00) for generic drugs, fifteen dollars (\$15.00) for formulary and thirty dollars (\$30.00) for non-formulary drugs.

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 mandatory for employees who enroll in OCEBA and voluntary for 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.

E. INJURED ON DUTY

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 \$ 5,000.00 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 or 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. After one (1) year of continuous service, part-time employees working at least twenty (20) hours per week shall be entitled to a pro-rated amount based on actual hours worked in the previous year. This benefit shall terminate as of December 31, 2018.

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
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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.

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 year's 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.

<p>ARTICLE 14 GENERAL PROVISIONS</p>
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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. Labor Crew Leader will retain the current auto benefit.
- 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 Highway, Water, Code Enforcement and Parks Department employees who are required to wear safety equipment, up to two hundred fifty dollars (\$250.00) 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, such as rubber boots, rain gear, hard hats, corrective safety eyewear for whom an agreement is reached by the Department Head and the employee and other job related safety equipment, at no cost to the employee.

D. REIMBURSEMENT FOR EDUCATION:

Upon satisfactory completion of a course of study taken for the Town's benefit and approved in advance by the Town Board, the Town shall reimburse an employee for all tuition, fees and books required.

E. WELLNESS:

Each employee will be offered, at no cost to the employee, a flu shot and a pneumonia 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 1/1/11).

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
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A. DURATION OF AGREEMENT

This Collective Bargaining Agreement shall become effective on January 1, 2015 and shall expire at the end of December 31, 2018, 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 Town programs, Parks and Recreation Programs
3. First Aid Training
4. Defensive Driving
5. Replacement of ruined clothes due to work related incidents and construction inspection
6. When the Town is closed because of emergency (such as snow, storms, etc.) employees will be paid
7. Provide uniforms for mandated areas such as Police, Clerks, and Water Department
8. Water Department use of truck while "on-call" subject to renegotiation if duties change or a new facility is built and utilized by the Town

9. Current retirement programs (a copy of the retirement health insurance program is attached as an appendix and incorporated by reference); and
10. All other past practices pursuant to the mutual agreement of the parties.

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

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives effective on the ____ day of **August**, 2016.

TOWN OF DEWITT

CSEA, INC.

_____ Date: _____
Edward Michalenko
Supervisor

_____ Date: _____
Frank Antonucci
Labor Relations Specialist

TOWN OF DEWITT
SUPERVISORY EMPLOYEES

SALARY SCHEDULE

2015 – 2018

	2015	2016	2017	2018
Park Supervisor	\$25.4900	\$26.000	\$26.5200	\$27.0500
Park Labor Crew Leader	\$23.0500	\$23.5100	\$23.9800	\$24.4600
Labor Crew Leader	\$26.9700	\$27.5000	\$28.0500	\$28.6100
Real Property Appraisal Aide		\$17.9100	\$18.2700	\$18.6300
Recreation Supervisor	\$16.3500	\$16.6700	\$17.0100	\$17.3500

APPENDIX A

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 reapply may re-enter at the same status that existed at the retiree's date of retirement.