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AGREEMENT
BETWEEN
THE TOWN OF CHILI
AND
AMERICAN FEDERAL OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
COUNCIL 66, LOCAL 3179

January 1, 2012

To

December 31, 2016

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AGREEMENT

This is an agreement made and entered into this 1st day of January 2012, by and between the Town of Chili (hereinafter referred to as the Town) and Council 66, American Federation of State, County and Municipal Employees (hereinafter referred to as the Union).

ARTICLE I **PREAMBLE**

The Town and the Union declare it to be their mutual policy that, in order to promote harmonious labor relations between the Town and its employees, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees Fair Employment Act, and that no article or section in this agreement is meant to be violative of New York State Civil Service Law.

The parties to this agreement furthermore affirm that each employee shall at all times be a dedicated, courteous, and efficient representative of public employment, realizing full well that he is under the constant scrutiny of the public at large, and that he is performing an essential service that private enterprise cannot or will not undertake.

ARTICLE II **RECOGNITION**

1. Pursuant to the certification granted by the New York State Public Employment Relations Board on December 30, 1982(Case #C-2506), the Town hereby recognizes Council 66, American Federation of State, County and Municipal Employees, as the sole and exclusive representative for all employees in the collective bargaining unit as set forth in Article III of this agreement, and in any other classification which may be mutually agreed upon between the parties in writing, or as set forth in a determination made by the New York State Public Employment Relations Board, and excluding Town Supervisor, Assistant to the Supervisor, Commissioner of Public Works/Highway Superintendent, Secretary to The Highway Superintendent, Town Clerk, Budget Officer, Director Of Finance, Secretary to Town Supervisor, Assessor, Director of Parks and Recreation, Receiver of Taxes, Building Department Manager, Director of Programs for the Aging, Deputy Commissioner of Public Works, Director of Management Information Services, Human Resources and Finance Assistant, Library employees, Seasonal employees (defined as employees who are employed for a specific portion of a year only), part-time employees working less than twenty (20) hours per week on a regular basis, and Managerial or Confidential employees as determined by the New York State Public Employment Relations Board, or as agreed to between the parties hereto.

2. A Blue Collar worker shall be defined as one who is employed in a non-clerical position in the Highway Department, Department of Public Works and Parks Department.
3. A White Collar worker shall be defined as one who holds a title set forth in Schedule B and Schedule D of the collective bargaining agreement.
4. The contract will reflect any new or changed titles to existing positions.

ARTICLE III
COLLECTIVE BARGAINING UNIT

1. The collective bargaining unit shall consist of all full-time employees and part-time employees who are scheduled to work at least (20) hours per week on a regular basis. The parties agree that the three (3) employees in the following location are excluded from the collective bargaining unit: Office Clerk IV, Senior Center.
2. Employees who regularly work in excess of twenty (20) hours per week, but less than full time, will be entitled to receive fifty percent (50%) of contractual benefits to reflect current practice.
3. Any part time employee who, as of December 31, 1990, is receiving in excess of pro-rata Town benefits, will not suffer any reduction of benefits as a result of this provision. This provision shall expire on December 31, 2006.

ARTICLE IV
UNION SECURITY

1. The Town shall deduct Union dues on the second pay date of each month from the wages of those employees who have filed with the Town an appropriate written authorization, and shall remit the same to the Union. The necessary authorization forms shall be provided by the Union. The amount of Union dues to be deducted from each employee's wages shall be certified to the Town by the Secretary-Treasurer of the Union.
2. The total of all such deductions shall be remitted each month to the designated financial officer of the Union, together with a list from whom such dues have been deducted.
3. Any change in the amount of Union dues to be deducted must be certified by the Union in writing, and be forwarded to the Town. Deduction of Union dues at the new certified rate shall be made by the Town at the next regular pay period for the Union deductions, providing however, that the certification to the Town is made at least two (2) weeks prior to such regular pay period for Union deductions.

4. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or for reason of action taken by the Town, in reliance upon payroll deduction authorization cards submitted by the Union to the Town.
5. This is an Agency Shop agreement. Each employee who is a member of the bargaining unit hereinabove defined, but is not a member of the Union, shall be liable to contribute to said Union as representative costs, an amount equivalent to Union dues as are from time to time authorized, levied and collected from the general membership of the Union in accordance with the provisions of this collective bargaining agreement.

ARTICLE V
MANAGEMENT RIGHTS

1. It is understood and agreed that all functions of management of the Town which are not specifically abridged or limited by the specific and express language of this agreement are retained by the Town.
2. It is understood that the Town retains the right to manage its services and direct the working force; to decide the number and location of its service operations; the service operations to be conducted and rendered, and the methods, processes and means used in operating its services and the control of all buildings, real estate, materials, parts, tools, machinery, and equipment which may be used in the operation of its services; to maintain order and efficiency in all its operations, including the right to discipline, suspend, and discharge employees for just cause; to hire, layoff, assign or transfer, promote and determine the qualifications of employees; to determine the work schedule, and to determine the starting and quitting time; the number of hours to be worked, subject only to and in accordance with such provisions governing these rights as are expressly set forth in this agreement.
3. The foregoing rights of the Town are not all-inclusive, but indicate the type of matter or rights which are inherent to the Town. All rights, powers and authority the Town had prior to entering into this agreement are retained by the Town, except as expressly abridged, delegated, granted or modified by this agreement.

ARTICLE VI
RULES AND REGULATIONS

1. The Town retains the right to promulgate policies, rules and regulations which are not in violation of the provisions of this agreement.
2. Any rule, policy or regulation promulgated by the Town shall be posted on appropriate

bulletin boards for a minimum period of fourteen (14) calendar days in advance of implementation.

3. Policies, rules and regulations of the Town shall be applied in a fair, consistent and uniform manner, and the Union retains its rights under the grievance procedure (Article XXVII) to challenge the application of any such policy, rule or regulation as being unfairly applied.
4. The utilization, possession or sale of illegal drugs, alcohol, weapons or firearms on Town property or during working hours will not be tolerated. An employee found to be under the influence of drugs or alcohol on Town premises may be subject to discipline. Any Town issued tool or device shall not be considered a weapon in violation of this provision, but any personal item (knife, box cutter, club, tool, etc.) that could be used as a weapon will not be possessed by an employee while on duty or in a Town vehicle except with the prior written permission of the department head.

Any employee who violates the above may be subject to disciplinary action, up to and including termination.

Discipline will be progressive and corrective in nature when appropriate.

ARTICLE VII **UNION RIGHTS**

1. The Town agrees not to interfere with the rights of the employees to become members of the Union, and there will be no discrimination, interference, restraint, or coercion practiced by the Town or the Union against any employee because of Union membership or non-membership, or because of such employee's Union activity in an official capacity. The Town further agrees that it will not discriminate against any employee because of political affiliation, sexual orientation, race, creed, color or gender.
2. The Town agrees to submit to the Union a list of existing bargaining unit employees and the names of any new employees within thirty (30) days following their date of hire. The list shall include the employee's name, job title, department of employment, and home address.
3. The Town agrees to allow representatives of the International Union and AFSCME, Council 66, to enter the premises of the Town, subject to prior approval of the Town Supervisor or his designee, to discuss Union matters with Union officers, Stewards, or members of the unit, provided such representatives do not unduly interfere with the performance of duties of the employees.
4. The employer agrees to provide bulletin boards for the use of the Union to post notices in the following locations:

Highway Garage
Parks Garage
Town Hall
Recreation Building
Community Center

5. The Union agrees it will not post notices of a partisan political nature or which are inflammatory or scurrilous.

ARTICLE VIII
RELEASE TIME FOR UNION BUSINESS

1. Representatives of the Union shall be allowed release time with pay for the purpose of discussing wages, working conditions, grievances, and disputes with employer representatives; and to meet with employees during working hours solely for the purpose of investigating and processing grievances. All other Union business shall be performed outside of working hours or without pay.
2. No more than two (2) Union representatives at any one time shall be involved in the investigation and the processing of grievances.
3. Union representatives shall be permitted a reasonable amount of free time from their regular duties without loss of pay, providing such release time does not unduly interfere with the proper operation of the Town.
4. The Town will allow release time with pay to Union representatives (not to exceed 4 in number) for the purpose of participating in contract negotiations.
5. It is understood that the functions referred to in this section, with the exception of contract negotiations, are to be performed only on Town premises. However, The Local Union President or his designee shall be allowed to leave the Town premises to consult with representatives of AFSCME, Council 66, or AFSCME International, upon mutual agreement with the Town Supervisor.
6. The parties to this agreement agree to the following procedure for release time for Union business with pay:
 - a. Union representatives shall request permission from the appropriate supervisor for release time, and shall specify the place of intended visitation, the purpose of release time, and the estimated duration of stay. However, the Union representative shall not be required to release the identity of the grievant or the nature of the complaint. Such

release time shall not be unreasonably denied.

- b. The Union representative shall, upon return to work area, notify his supervisor of the time of return.
 - c. All notification by the Union representative to his immediate supervisor shall be in writing on the appropriate form provided by the Employer.
 - d. Failure of the Union representative to abide by the procedures contained herein shall result in no pay for the release time utilized.
7. In applying the above provisions, the parties recognize that “work time is for work” and that Union business and activity will be conducted in such a manner as to avoid, to the extent possible, interference with the duties of bargaining unit employees.

ARTICLE IX **HOURS OF WORK**

- 1. The basic workweek for blue collar workers shall be forty (40) consecutive hours per week and eight (8) consecutive hours per day.
- 2. The basic workweek for white collar (clerical) workers shall be thirty-five (35) consecutive hours per week and seven (7) consecutive hours per day.
- 3. A maximum of one (1) hour unpaid lunch period shall be allowed for each full workday, except for those employees who are required to be on continuous operation.
- 4. Each employee shall be allowed a maximum of fifteen (15) minutes rest period during each four (4) hour work period.
- 5. No employee's work schedule shall be changed without five (5) working days written notice, except under emergency conditions. An employee's work schedule shall not be changed for disciplinary reasons. Work schedules will not be changed to avoid overtime for special events. Court Clerks, Assistant Clerks to the Town Court Justices and the Recreation Supervisor work a flexible schedule.

ARTICLE X **OVERTIME**

- 1. Except as otherwise provided, compensatory time off only, (at the rate of time and one-half) shall accrue to white collar (clerical) employees who work between thirty-five (35) hours and

forty (40) hours within a workweek, or in excess of seven (7) hours in a work day. Such compensatory time off shall be utilized on or before December 31, unless the employee is prevented by the Town Supervisor or his designee from doing so, in which event, the maximum accrual of compensatory time shall not exceed five (5) days. The work week for the Court Clerks, Assistant Clerks to the Town Court Justices and the Recreation Supervisor shall be flexible.

Time worked in excess of forty (40) hours within a workweek shall be paid for in cash at the rate of time and one-half (1½) of the employee's base hourly rate.

Hours worked in excess of forty (40) per week may be converted to compensatory time in lieu of cash overtime. The employee must make this election prior to submission of hours worked for payroll processing. The total maximum accumulation of compensatory time in lieu of cash payment of overtime at any time, is fifty-two (52.5) hours. On December 1st of each year, any unused compensatory time shall be paid for in cash on the first pay period following December 1st.

2. Except as otherwise provided, for blue collar workers, cash payment for overtime shall be paid at the rate of time and one-half (1½) the employee's base hourly rate to employees for all hours worked in excess of forty (40) hours per week or eight hours in a work day.

Overtime hours worked in excess of forty (40) hours per week or in excess of eight (8) hours per day may be converted to compensatory time in lieu of cash overtime. The employee must make this election prior to submission of hours worked for payroll processing. The total maximum accumulation allowable at any time is seventy-five (75) hours. On December 1st of each year, any unused compensatory time shall be paid for in cash on the first pay period following December 1st.

3. With the exception of holidays, bereavement leave, and vacation leave which have been approved, time which is paid for but not worked shall not be counted as hours worked in the calculation of overtime.
4. Overtime shall be distributed on a rotation basis among employees by classification, providing the employee is qualified to perform the work.
5. Overtime may not be worked unless previously authorized by the Town Supervisor, the Town Board or their respective designees, or unless extraordinary conditions exist.

ARTICLE XI **CALL-OUT PAY**

Employees called in to work outside of regularly scheduled hours shall be guaranteed a minimum of four (4) hours of work. Such call-out guarantee shall not apply to hours which

immediately precede or follow the employee's regularly scheduled hours.

Employees who go on vacation during the period when snow removal and/or salting operations are in effect may notify their supervisor, in writing, prior to going on vacation, that they will be available for call-out for such operations.

Employees who are on vacation and available for call-out shall remain on the rotation list.

Compensation for call-out will be in accordance with Articles X and XI of this agreement.

Stand by and call out pay relating to the Dog Control Officer and/or those designated to perform the duties will be governed by the memorandum which addresses these issues.

ARTICLE XII **OUT-OF-TITLE WORK**

1. No employee shall be required to assume the duties of a higher classification, except when a vacancy due to a vacation, illness, or leave of absence exists in an authorized position, and except when directed in writing by his supervisor.
2. In the event out-of-title service exceeds eight (8) consecutive work days, the employee will commence receiving out-of-title pay for the balance of the assignment, commencing with the expiration of the eight (8) consecutive work days.
3. Out-of-title pay shall correspond to the salary step in the higher title which is immediately above the salary being received by the employee in his permanent classification.
4. Out-of-title assignment shall not be valid unless designated to the employee in writing, setting forth the commencement date of the assignment. An employee, failing to receive a written designation of the assignment, is required to submit a written grievance within three (3) business days protesting the failure to receive written designation.
5. Out-of-title pay is not intended for employees being trained for a higher job classification while being trained and supervised within a Town approved training program.
6. Any other claim by an employee that he is performing duties in excess of those which are required by his title may be processed through the Town Supervisor in a request for a job audit, which shall be conducted by the County Civil Service Commission, whose determination shall be final.

ARTICLE XIII
COMPENSATION

A. Salary Schedules (See Schedules “A” and “B” attached). There will be no change to the schedules for those hired before January 1, 2008, and employees who have not reached the top of their salary schedule will continue to advance one level (Entry through E) in their grade each year on their anniversary dates of employment.

B. Salary Schedules (See Schedules “A” and “B” attached). Employees hired or rehired on or after January 1, 2008 shall be placed on a new salary schedule (Entry through J), and these employees will advance one level in their grade each year on the pay period following their anniversary dates of employment. These new employees will not be eligible for the longevity payment contained in section 10.

1. Top Step Employees. During the term of this agreement **only** (not subject to continuation under the Triborough Law, Civil Service Law Section 209-a.1.e), employees who have been on the top salary step of either salary schedule for at least one year (twelve months) as of their anniversary date in each contract year shall receive the following increases effective January 1 following such anniversary date.

January 1, 2012- 3.0% (retroactive to January 1, 2012)

January 1, 2013- 2.25%

January 1, 2014- 2.25%

January 1, 2015- 2.25%

January 1, 2016- 2.25%

2. New employees will normally be hired at the Entry rate for their position. However, the Town may recognize a new employee’s training, experience, skills and certifications/licenses and place the employee at a higher rate. However, this will not be done without prior consultation with the Union and an explanation of the reasons for the higher rate. By mutual agreement, the parties may place an incumbent in any higher step of the salary schedule.

3. Any employee who is promoted and is already earning a wage or salary rate which exceeds the top rate of the Level to which he is promoted will receive \$0.50 per hour increase on the effective date of his promotion.

4. Each employee who is not at or above the top salary step, and whose work performance during the preceding anniversary year has been satisfactory, shall, upon his anniversary date of employment, receive a step increase in the salary schedule.

5. Unsatisfactory work performance in the twelve (12) month period immediately preceding the employee's anniversary date may be grounds for the denial of a step increase under this section, provided such unsatisfactory work performance is supported by disciplinary documentation.
6. If an employee's anniversary date occurs within the first seven (7) days of a pay period, his step increase shall be effective as of the first (1st) day of that pay period.
7. If an employee's anniversary date occurs within the last seven (7) days of a pay period, his step increase shall be effective with the first (1st) day of the following pay period.
8. Employees shall have their paycheck directly deposited into a savings or commercial bank, which shall be selected by the employee from among the various banks which enter into agreement with the Town.
9. Top step employees hired on or before December 31, 2007 will continue to receive longevity payments as described below.

Effective with the first pay period of December in each year, employees who as of December 1 of the preceding year were beyond the final step of the salary schedule shall receive longevity based on the following schedule.

6-10 years \$500
11-15 years \$700
16-20 years \$800
21 Years and beyond \$1000

10. Lump sum payments for longevity, compensation in lieu of overtime and the sick leave incentive will be paid by direct deposit.
11. Year end payout of compensatory time (for hours worked in excess of 40), if any will be paid at the rate it was earned.

ARTICLE XIV
RETIREMENT

1. Section 75-G of the New York State Retirement System shall be continued for Town employees for the duration of this agreement.
2. The Town will continue the provisions of Section 60-B which guarantees a minimum death benefit.
3. All members are granted the application of Section 41-j, which provides that unused sick leave may be used as additional service credit upon retirement, up to 165 days (not to be paid in cash, however).
4. The parties agree that the provisions of this article shall not be inconsistent with the provisions of the New York State Retirement System as enacted by the New York State Legislature.

ARTICLE XV
HEALTH INSURANCE

1. Full-time employees and part-time employees (those regularly scheduled to work at least 20 hours per week) shall be entitled to health insurance coverage under one of the plans to which the Town subscribes, provided that they meet the eligibility requirements of the plan and contribute any premium contributions required under this Article.
2. Health insurance coverage for active employees is covered by a Memorandum of Agreement dated October 4, 2010 executed by the parties, ratified by the Union membership and approved by the Town Board, and by a further MOA relating to the HDHP plan and HSA contributions dated and signed on October 28, 2010. Years 2014 -2016 will be covered by a separate MOA to be negotiated by the parties.
3. Retirees of the Town may continue membership in the group plan by paying premiums to the Town under procedures promulgated by the Town at time of retirement. These premiums shall be paid semi-annually, in advance. The retiring employee shall remit advance payments of the premium in a manner prescribed by the Town. Failure of the retiree to make the prescribed advance payments may result in his removal from the group coverage of the alternative health care plan.
4. **Employees with 15 years of completed service as of 6/30/09.**
A retiree who has completed 20 years or more of service with the Town and has reached the age to qualify for a normal retirement pursuant to the New York State Employees'

Retirement system, and who has been covered under a Town health insurance program for at least three (3) years immediately preceding the date of retirement, shall receive fully paid health insurance under one of the plans available to active employees. Coverage shall be single, two-person, parent and children, or family contract, consistent with the employee's status at the time of retirement. When the retiree is eligible for Medicare at age 65, Medicare shall be the primary insurer, and the retiree shall be eligible for a Medicare supplement plan from the health care provider being used for active employees at no cost.

5. **Employees with less than 15 years of completed service as of 6/30/09.**

A retiree who was hired on or before 10/31/05 and who has completed 20 years or more of service with the Town and has reached the age to qualify for a normal retirement pursuant to the New York State Employees' Retirement system, and who has been covered under a Town health insurance program for at least three (3) years immediately preceding the date of retirement, shall receive health insurance under one of the plans available to active employees, and shall be required to contribute one-half the amount required of active employees until age 62 when the retiree shall receive fully paid coverage. Coverage shall be single, two-person, parent and children, or family contract, consistent with the employee's status at the time of retirement. When the retiree is eligible for Medicare at age 65, Medicare shall be the primary insurer, and the retiree shall be eligible for a Medicare supplement plan from the health care provider being used for active employees at no cost.

6. **Employees hired on or after 11/1/05.**

A retiree who was hired on or after 11/1/05 and who has completed 20 years or more of service with the Town and has reached the age to qualify for a normal retirement pursuant to the New York State Employees' Retirement system, and who has been covered under a Town health insurance program for at least three (3) years immediately preceding the date of retirement, shall receive health insurance under one of the plans available to active employees, and shall be required to contribute the same amount required of active employees. Coverage shall be single, two-person, parent and children, or family contract, consistent with the employee's status at the time of retirement. When the retiree is eligible for Medicare at age 65, Medicare shall be the primary insurer, and the retiree shall be eligible for a Medicare supplement plan from the health care provider being used for active employees at no cost.

7. **Spouse Coverage.**

The Town will cover the spouse of the employee at the time of retirement (but not family coverage or any subsequent spouse)

When the retiree becomes Medicare eligible, if the spouse is not also Medicare eligible, the Town will provide single plan coverage for the spouse until the spouse becomes Medicare Eligible or the expiration of 60 months (5 years) whichever occurs first

The spouse of an eligible retiree will receive Medicare supplement when he/she become Medicare eligible.

The spouse of a deceased retiree receiving benefits under 4, 5 and 6 above will be entitled to continue those benefits for a maximum of 5 years (60 months), unless her or she deceases or remarries. The spousal coverage is not available if the spouse has health insurance available through an employer or any other source that provides a share of the cost of a health care plan.

8. The Town subscribes to a voluntary Flexible Spending Account which will allow employee out-of-pocket medical costs to be paid on a tax-advantaged basis.
9. Employees, at their option, may enroll in the Town's self-insured dental plan, for the benefit of the employees in the bargaining unit, with the premium to be fully paid by the Town. (Health Economics Group is the current third party administrator). The general features of the dental plan are as follows:
 1. A maximum of one thousand dollars (\$1,000) coverage per calendar year for each covered participant and dependents.
 2. CLASS I Examinations, Diagnostic & Preventative, Prophylaxis (cleanings), X-rays, Fluoride Treatments (Services will be paid at 100% of UCR Schedule of allowances)

CLASS II Oral Surgery, Restoration (fillings), Extractions, Periodontics, Root Canal Therapy (Services will be paid at 85% of UCR schedule of allowances)

CLASS III Repair of Prosthetic Appliances, Prosthetic Service, Crowns and Inlays, Bridgework, Dentures (Services will be paid at 50% of UCR schedule of allowances)

The Town will continue to provide dental coverage which is equal or better than the dental coverage provided under this collective bargaining agreement.

10. The Town of Chili agrees to provide payroll checkoff for employee disability insurance, the premium to be fully paid by the employee.
11. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or for reason of action taken by the Town in reliance upon payroll deduction for employee disability insurance, as submitted by the Union to the Town.

12. Employees with two-person or family plans who qualify may choose to opt out of town provided health care. Eligible employees must demonstrate that they have health care provided by another source. Proof of coverage is required for the duration of the opt out period. The alternate coverage may not be from a source (such as a health insurance exchange) which would subject the Town to a penalty, fine or other disadvantage under the Affordable Care Act (Obamacare) or any other health care law, rule or regulation. Employees choosing to opt out will receive \$3,000.00 annually, to be paid by separate direct deposit on a pro-rated basis quarterly in arrears. An employee who opts out will remain in that status for the entire year. However, if an employee loses the alternate coverage, that employee may re-enroll in Town coverage and any opt out payment will be pro-rated. In the event an employee has a single plan and is eligible for coverage under a spouses plan they may qualify for this option providing all proofs and conditions of the opt out are met.

ARTICLE XVI
HOLIDAYS

1. Holidays shall constitute days off with pay for employees who have been employed by the Town for thirty (30) days or more, and who work the scheduled work hours on the day preceding and following the stated holiday.

Employees who are on sick leave during their scheduled work hours the day preceding or the day following a holiday shall be paid for the holiday from available sick leave credits.

Part-time employees who are regularly scheduled to work at least twenty (20) hours per week, will be entitled to holiday pay for four (4) hours. e.g., if the employee is regularly scheduled to work on Mondays and is unable to because of a holiday, the employee is entitled to four (4) hours pay.

2. Thirteen holidays observed by the Town shall be as follows:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Day after Thanksgiving Day
Christmas Day

A floating holiday will be observed during the term of this collective bargaining agreement, as set forth below:

2012 December 24
2013 July 5 24th
2014 December 26
2015 July 6
2016 July 5

3. The above holidays shall be observed in accordance with the date prescribed by State and/or Federal law. When a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. When a holiday falls on Sunday, the following Monday shall be considered the holiday.
4. Employees who work on a holiday shall receive holiday pay plus time and one-half (1½) for hours worked on such holiday.

ARTICLE XVII
SICK LEAVE

1. Sick leave shall be earned and posted at the rate of one (1) day per month of service, up to a maximum of 165 days. Sick leave is neither earned nor posted when the employee is at this maximum.
2. When sick leave credits are exhausted, accumulated vacation time must be applied toward absence due to illness.
3. Sick leave constitutes absence for reasons of illness or injury in which the employee is unable to engage in gainful employment with the Town or any other employer.
4. When absence is required under the provisions of sick leave, the employee, or a person in his stead, must notify the employee's supervisor within fifteen (15) minutes subsequent to the commencement of the working day of the reasons for the absence.
5. The employee shall be responsible for notifying the Town Supervisor or his designee of any change in condition or other necessary information.
6. Sick leave which extends three (3) days or more shall, upon request of the Town Supervisor or his designee, be supported by a standard medical certificate completed by the attending

physician. Failure to provide such certificate when requested shall result in no payment for the period of time in question.

7. Notwithstanding the foregoing, if the employee's supervisor has reasonable doubt as to the validity of the employee's absence, he shall have the power to direct the employee to produce a medical certificate verifying that the employee has been seen by the attending physician on the day or days reported ill. This certificate shall be produced within three (3) days following return to work.
8. Failure to submit evidence of illness when required will cause the absence to be considered as time off without pay, and may be subject to disciplinary action.
9. Excessive absenteeism and/or chronic tardiness may result in disciplinary action.
10. Employees covered by this agreement will earn one (1) day's pay for each calendar quarter of no sick leave usage, exclusive of Worker's Compensation leave time. Such payment will not exceed four (4) day's pay during any calendar year, and payment will be made in the second pay period of the year following the calendar year in which the payment was earned. Vacation may not be substituted for sick leave for purposes of qualifying for this incentive payment.

Employees injured on the job will inform supervision as soon as reasonably possible of the time and nature of the injury. If the employee loses time from work, said employee will receive medical attention and provide medical verification before he/she can access their sick leave bank for time lost due to the reported injury.

An employee who is absent due to a work related injury will have restored to him/her at the time the Town receives reimbursement for sick or vacation time paid by the Town during such absence credit for any sick or vacation time repaid to the Town on a pro-rated basis, that is, sick/vacation credits will only be restored to the value of the reimbursed amount (ie. if the Town reimbursement is equal to 2/3 of what the town paid, up to a certain maximum, so 2/3 of the days used will be restored), and the first 5 days of such absence and use of sick or vacation leave shall not be subject to the restoration of sick/vacation credits unless the town also receives reimbursement for said time. Such absence will not be used to deprive the employee of sick leave incentive compensation.). If at the time the case is revisited or closed, the Town is required to repay or credit any reimbursement received, the sick/vacation restored will again be deducted.

11. HALF-PAY SICK LEAVE

Employees who have been employed by the Town for one (1) year or more, shall be entitled

to half-pay sick leave for a maximum period of three (3) months, under the following conditions:

- a. The employee has exhausted all accumulated leave time.
- b. The employee is subjected to an unpaid waiting period of ten (10) working days from the time of their exhaustion of all accumulated leave time.
- c. The employee has not abused the sick leave privilege during the term of his employment.

Employees who have been employed by the Town for two (2) years or more, shall be entitled to half-pay sick leave for a maximum period of six (6) months, under the following conditions:

- a. The employee has exhausted all accumulated leave time.
- b. The employee is subjected to an unpaid waiting period of five (5) working days from the time of their exhaustion of all accumulated leave time.
- c. The employee has not abused the sick leave privilege during the two (2) year period immediately preceding the request, as documented by past discipline.

Employees who have been employed for three (3) years or more, shall be entitled to half-pay sick leave for a maximum period of six (6) months, under the following conditions:

- a. The employee has exhausted all accumulated leave time.
- b. The employee has not abused the sick leave privilege during the two (2) year period immediately preceding the request, as documented by past discipline.

12. Half-pay sick leave may be granted only once during a twelve (12) month period, which shall commence at the start of the granting of the half-pay sick leave.
13. An employee who is denied a request for half-pay sick leave, may grieve such denial at Step 1. of the grievance procedure. If the grievance is denied at Step 1., the employee may appeal such denial to the Town Supervisor for final determination. The grievance shall not be arbitrable.

ARTICLE XVIII
VACATION

Effective September 1, 1983, employees covered by Article III of this agreement will earn a paid vacation allowance determined by length of service as prescribed below.

1. Vacation eligibility of regular part-time employees shall be pro-rated, IE. each vacation day shall consist of four (4) hours. Vacation preference shall be selected by virtue of seniority within each department. An employee may exercise his seniority by entering his name and choice of vacation on a vacation preference sheet which shall be posted no later than March 1 of each year, and which shall remain posted for a period of fourteen (14) days.
2. Earned vacation must be taken within the year in which it is credited, and may not be carried over from one year to another, unless the employee is prevented from taking vacation by directive of the Town Supervisor or his designee; and, in this event, vacation may be carried over to a maximum of ten (10) days.
3. Vacation eligibility shall be established by anniversary date of employment with the Town. Vacation earned will be posted and granted, pursuant to the Schedule E of this contract.

Anniversary date of employment under this Article shall be the first date of employment with the Town as a full time employee or as a part-time employee regularly scheduled to work at least twenty (20) hours per week or more on a regular basis.

Employees are permitted to accrue vacation on a monthly basis, based upon anniversary date of employment and may not utilize such vacation accrual until credited on the employee's monthly anniversary date. The rate of accrual shall be pursuant to the Schedule E of this contract.

4. For purposes of clarification, employees accrue vacation according to the Schedule E on a monthly basis, i.e., an employee upon completion of five (5) years of service - in the first month of his sixth (6th) year of service changes his accrual rate from one (1) day per month to 1 5/12 days per month.

Example of an employee who has complete eleven (11) years service as of October 10, 1994:

Assuming that he took no vacation from October 10, 1993 to October 10, 1994, he would have in his vacation bank twenty-two (22) days vacation to be used between October 10, 1994 and October 10, 1995. He might also have an additional ten (10) days vacation which he carried over from previous years, which would then equal thirty-two available vacation days.

Assuming he carries over ten (10) days from 1995, and earns another twenty-two (22) days

between October 10, 1995 and October 10, 1996, and used none of those twenty-two days, he would have thirty-two (32) days available to him in 1996.

5. Vacation time shall be taken only when approved by the Town Supervisor or his designee and may not be taken in increments of less than one (1) hour. Requests to use vacation time in increments of one (1) hour or more must be submitted at least forty-eight (48) hours in advance, unless there is an emergency, in which case the forty-eight (48) hour's advance notice will be waived.
6. Where one (1) hour of vacation is requested for purposes of a medical appointment, the employee may be requested to produce a statement from the doctor or dentist confirming the visit.
7. Accrued vacation shall be paid for in cash at time of separation from service with the Town, providing at least two (2) weeks notice is given to the Town, unless the notice requirement is waived by the Town Supervisor for just cause.

ARTICLE XIX
BEREAVEMENT LEAVE

1. An employee covered under this agreement shall be granted up to a maximum of three (3) consecutive working days with no loss of pay due to death in the immediate family.
2. For purposes of this Article, immediate family shall include parents, spouse, children, grandchildren or step-children, brother, sister, current son-in-law, current daughter-in-law, grandparents, current brother-in-law, current sister-in-law, or persons occupying the position of parent of the employee or spouse.
3. In the event of death of an aunt, uncle, niece nephew or first cousin, and subject to the approval by the Supervisor or the Department Head, or the Town Supervisor or his designee, an employee may be granted up to one (1) day for funeral attendance without loss of pay. An employee may be granted one-half (1/2) day with pay to attend funerals for other than a relative at the sole discretion of the Town Supervisor.
4. The Employer shall be entitled to a copy of the certificate of death upon request.

ARTICLE XX
JURY DUTY

1. In order to meet an obligation as a citizen to serve on juries, an employee will be granted time off with pay for jury duty. Reimbursement received for services as a juror will be paid

by the employee to the Town.

2. Time off without pay may be granted with permission from the Town Supervisor or the Department Head, pursuant to subpoena or other order of the Court, providing the employee is not a litigant in the Court proceeding.

ARTICLE XXI **SAFETY EQUIPMENT**

Retroactive to July 1, 2001, the Town will reimburse to any employee who is directed to use safety shoes, seventy-five percent (75%) of the cost of safety shoes, to a maximum of one hundred dollars (\$100.00) for one pair per calendar year, upon submission of receipt of purchase. Any employee failing to wear required safety shoes may be subject to disciplinary action.

Effective upon execution of this agreement, the Town will contract with an eye care provider for the purpose of supplying prescription safety glasses to employees engaged in physical services (not to exceed one (1) pair per year).

The eyeglass frame will be chosen by the Town. If an employee desires a more expensive frame, he will be obligated to pay the difference to the vendor.

The Town agrees to supply and replace, as needed, uniforms which the Town requires employees to wear.

Blue collar employees will be allowed to request up to one hundred dollars (\$100.00) of allowable winter clothing annually. All orders will be submitted to the town and received by September 1st. All clothing must be purchased through Town approved vendor, and all shirts and jackets will have the Town logo thereon.

Permitted Clothing:

Bibs, Jackets, Gloves, Hats, Sweat Shirts, Hoodies and/or items approved by the Commissioner of Public Works

ARTICLE XXII **PROMOTIONAL OPPORTUNITIES**

1. The Town is committed to the policy of promoting from among its employees whenever possible. This policy shall not prevent the Town from hiring from outside when the appointing authority determines that no existing Town employee meets the qualifications of the posted position.

2. When a promotional opportunity exists as a result of a vacancy which the Town intends to fill, the Town will offer the promotion to the most qualified employee (in a lower level title) who has demonstrated sufficient familiarity and experience in respect to the duties of the higher level position.
3. The employee selected for the promotional opportunity shall serve a six (6) month probationary period in the duties of the higher position and, during such probationary period, shall be paid the rate of the higher position.
4. Promotional opportunities shall be posted on appropriate bulletin boards for a minimum period of five (5) days. The posting shall set forth the qualifications for the posted position.
5. An employee who meets the qualifications for the posted position may apply to the Town for consideration for appointment.
6. When the qualifications of two (2) or more employees are relatively equal, seniority shall be the determining factor for appointment.
7. Qualifications of employees shall be determined solely by the appointing authority.

ARTICLE XXIII
PROBATIONARY PERIOD

1. The probationary period for a permanent competitive employee shall be as set forth in Civil Service Law.
2. The probationary period for non-competitive and labor class employees shall be for a period of six (6) months, which may be extended by written notice to the employee from the appointing authority for an additional six (6) month period.
3. Nothing contained in this Article shall serve to curtail or modify the rights of the appointing authority in respect to appointment or promotion from an eligible list, pursuant to Section 61 of Civil Service Law.
4. A non-competitive or labor class employee who is promoted to a higher title, shall serve a six (6) month probationary period, during which time he shall be returned to his former position without recourse to the grievance procedure, if such employee fails to successfully complete his probationary period.
5. Employees who have been appointed on a civil service provisional basis must take, pass, be reachable and be appointed from a current civil service list before they can be appointed to

probationary status.

ARTICLE XXIV
LAYOFF AND BUMPING

1. In the event it becomes necessary to lay off competitive class employees for any reason, employees within the affected job title(s) shall be laid off in accordance with established Civil Service Procedures.
2. In the event that it becomes necessary to lay off laboring non-competitive class employees for any reason, employees within the affected job title(s) shall be laid off in the following manner:
 - a. Employees not having seniority shall be laid off first.
 - b. Employees having seniority shall be laid off in the inverse order of seniority.
3. The Town shall forward a list of those employees being laid off to the Union President on the same day that notices are issued to the employees.
4. Employees to be laid off will have at least ten (10) days notice of layoff or be paid in lieu of time.
5. When an employee in the laboring or non-competitive class is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump or replace an employee with less seniority in an equal or lower job title under the following conditions:
 - a. Seniority is the major factor; and the employee qualifies for the job, and
 - b. He can learn to do the available work within fifteen (15) working days.
 - c. The employer shall determine the bumping order in accordance with the provisions of this subdivision.
6. When a laid off employee bumps into a title in a lower pay group, he/she shall be placed at the salary step in the lower pay group which most closely preserves his/her former rate of pay.
7. At the time of layoff, an employee who is offered a bump down to a lower classification may elect instead to accept a layoff, and upon the exercise of such election shall have the rights of a laid off employee.

ARTICLE XXV
RECALL PROCEDURES

1. All employees in laboring and non-competitive classes who have been laid off shall be recalled within their former title before a new employee is hired in such title, or before a current employee is promoted into such title.
2. An employee shall be recalled from layoff to the same title and salary step he was in at the time of his layoff. Such recall shall be in the reverse order of layoff and under the following conditions:
 - a. Seniority is the major factor; and,
 - b. He can do the available work; or
 - c. He can learn to do the available work within fifteen (15) working days.
3. Notice of recall shall be sent to the employee at his last known address by registered or certified mail and a copy sent to the President of the Union. If an employee fails to report for work within ten (10) working days from the date of mailing the notice of recall, he shall be considered a quit. Recall rights for a bumped employee who remains in the employ of the Town shall expire one (1) year from the date of layoff or a period equal to that of his seniority, but never more than four (4) years. Recall rights for any employee who is laid off from the service of the Town shall expire one (1) year from the date of layoff. It shall be the responsibility of the employee to notify the Town of any change of mailing address while on layoff status.

ARTICLE XXVI
DISCIPLINARY PROCEDURES

1. Any employee who has completed his probationary period shall not be disciplined or discharged without just and sufficient cause.

2. The concept of progressive discipline shall be utilized whenever possible and appropriate, and the range of possible disciplinary actions shall be as follows:

Counseling memorandum (not considered discipline)

Written reprimand

Suspension without pay (for a maximum period of 20 working days)

Demotion

Termination

3. Any employee who has completed his probationary period, who is disciplined or discharged, shall be served with a notice of the action taken and the specific reasons therefor. A copy of the notice of action shall be served simultaneously upon a representative of the Union and a copy mailed to the Union office.

4. This notice is to be presented to such employee at the time the action is taken. When an employee presents a clear and present danger to the Town or his fellow employees, the employee may be suspended, and the serving of notice shall be waived for a period of forty-eight (48) hours.

5. A counseling memorandum or notice of discipline shall be served upon an employee no later than ninety (90) days from the date the Employer became aware of the employee's conduct which warranted the counseling or disciplinary action.

6. An employee, alleging that disciplinary action taken was without just and sufficient cause, shall have full recourse to the grievance procedure as set forth in Article XXV, providing that such grievance is filed within ten (10) working days following the action being grieved.

7. The pendency of a grievance under this Article shall not restrict the Town's right to take the action being contested by the employee.

8. An employee shall have the right to attach to any derogatory material which is placed in his personnel file a response of reasonable length.

9. Any derogatory material which is three (3) or more years old will, upon request, be removed from the employee's personnel file and placed in a sealed file. Such material may be used by an arbitrator only for penalty consideration purposes.
10. Nothing contained in this Article shall preclude the Town Board from terminating an employee by failing to reappoint such employee who is subject to appointment by the Town Board. Termination as a result of failure of the Board to reappoint an employee shall not be subject to the provisions of this Article.

ARTICLE XXVII
GRIEVANCE PROCEDURE

1. Each employee shall have the right to present his grievance to representatives of the Town, free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to representation in all steps of the grievance procedure.
2. A Union representative, with or without an employee, shall have the right to file a policy grievance, which is a grievance relative to interpretation of an express contractual provision.
3. A grievance shall be defined as any claimed violation of a specific and express provision of this agreement, or any matter which relates to employee health or safety, provided however, that such term shall not include any matter involving an employee's retirement benefits, Civil Service classification, or any other matter which is otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law (or any matter which the Town is without authority to act).
4. Pendency of a grievance shall not operate to impede, delay, or interfere with the right of the Town to take the action complained of.
5. The term "days" as used in this Article, shall, except where otherwise stated, mean business days.
6. The parties agree that it is important that grievances be processed as rapidly as possible. The number of days indicated at each step shall be considered as a maximum, and every effort shall be made to expedite the process. However, when mutually agreed to in writing, the time limits may be extended between the Union President or his designee and the Town Supervisor or his designee.
7. Failure at any step of this procedure to communicate to the Union the decision on a grievance within the specified time limits shall permit the Union to proceed to the next step of the grievance procedure. Failure to appeal a grievance to the next step by the Union within the

specified time limits shall serve to terminate the grievance.

Step 1

- a. A grievance as defined hereinabove between an employee or a group of employees and the Town shall be initiated in the first instance with the immediate supervisor of the department involved. The grievance shall be submitted in writing, and signed by the appropriate party (ies); or, in the event of a grievance on behalf of a group of employees, by the representative of such group of employees. A grievance, if it is to be considered, shall be presented within ten (10) business days of its known occurrence.
- b. The immediate supervisor shall serve a written reply to the aggrieved party or parties within five (5) business days of the submission of the grievance.

Step 2

- a. In the event the grievance is not disposed of under Step 1, the aggrieved employee(s) may request a review of the grievance with the Department Head. Such request shall be submitted to the Department Head in the same manner provided for in Step 1 of the grievance procedure within five (5) business days of the conclusion of Step 1.
- b. The Department Head shall conduct a hearing at which all parties involved may present oral or written statements in support of their position. The hearing shall take place within ten (10) business days following the submission of the grievance to Step 2 of the grievance procedure.
- c. The Department Head shall serve a written reply to the aggrieved employee(s) within five (5) business days from the close of the hearing.

Step 3

In the event the grievance is not disposed of under Step 2 of the grievance procedure, the aggrieved employee(s) may request a review of the grievance with the Town Supervisor. Such request shall be submitted in the same manner provided for in Step 2 of the grievance procedure, and shall be submitted within five (5) business days from the conclusion of Step 2. The Supervisor shall serve a written reply to the aggrieved employee(s) within ten (10) business days following the review.

Step 4

- a. In the event the grievance is not disposed of under Step 3 of the grievance procedure, the Union may submit the grievance to arbitration in the manner provided for below within ten (10) business days from the conclusion of Step 3.
- b. The petition for arbitration shall be made on the appropriate form sent to the Public Employment Relations Board requesting a panel of seven (7) arbitrators to be submitted to both parties to the dispute. A copy of the arbitration demand shall be sent to the Employer. Upon receipt of the panel of arbitrators submitted by the Public Employment Relations Board, the parties shall make the selection of the arbitrator by alternately striking names from the panel until the name of only one person remains. The remaining person shall be designated the arbitrator in the dispute.
- c. Each party to the dispute shall have the right to reject not more than one (1) panel submitted by the Public Employment Relations Board.
- d. The arbitrator, after considering all oral testimony and any other evidence presented at the hearing, shall make every effort to render his decision to both parties within thirty (30) calendar days of the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties to the dispute.
- e. The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way, the provisions of this agreement, or any amendment or supplement thereto. If the grievance concerns matters not specifically covered by this agreement, or if the arbitrator determines that the procedures contained herein have not been adhered to, the grievance shall be denied by the arbitrator.
- f. The time limits, as set forth in this Article, shall be strictly adhered to and shall be binding upon the parties unless waived by mutual agreement in writing.
- g. The fees and expenses of the arbitrator shall be shared equally by the Town and the Union.
- h. If an arbitration hearing is canceled or postponed within the penalty period provided by the arbitrator, the party requesting such cancellation or postponement shall be obligated to pay the cancellation fee of the arbitrator.
- i. If the arbitration hearing deals with disciplinary action, the arbitrator shall confine himself solely to a review of the determination of guilt or innocence of the grievant, to determine whether or not the decision was based upon substantial evidence. The arbitrator shall be precluded from any determination in respect to the merits of the rules and regulations of the Town, or in respect to the penalty imposed upon the grievant, except where the penalty imposed is found to be arbitrary or capricious.

ARTICLE XXVIII
NO STRIKE PROVISION

The Union hereby affirms its statutory responsibility not to engage in, cause, instigate, encourage, or condone any strike or other concerted stoppage of work or slowdown, or concerted withholding of services.

ARTICLE XXIX
COMPLETE AGREEMENT

1. The parties acknowledge that during the negotiations that preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore, for the life of this agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this agreement, or any subject or matter not covered in this agreement.
2. This agreement shall represent all employee rights, privileges and benefits granted by the Town to its employees, and unless specifically set forth in this agreement, all benefits previously granted are not in effect.
3. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE BENEFITS CONFERRED BY THIS AGREEMENT ARE SUBJECT TO THE APPLICABLE PROVISIONS OF LAW AND THE APPROVAL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS THE APPROPRIATION OF FUNDS FOR SUCH AGREEMENT BY THE TOWN BOARD.
4. IT IS FURTHER AGREED AND UNDERSTOOD BY BOTH PARTIES THAT THIS AGREEMENT AND ALL PROVISIONS HEREIN ARE SUBJECT TO ALL APPLICABLE LAWS, AND IN THE EVENT ANY PROVISIONS OF THIS AGREEMENT ARE HELD TO VIOLATE SUCH LAW, SUCH PROVISION SHALL NOT BIND EITHER OF THE PARTIES, BUT THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AS IF THE INVALID OR ILLEGAL PROVISIONS HAD NOT BEEN A PART OF THIS AGREEMENT.
5. **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**

ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XXX
PRINTING AND DISTRIBUTION OF AGREEMENT

1. This agreement shall be printed in the form of an all inclusive collective bargaining agreement, and shall be distributed to all bargaining unit members.
2. The cost of producing the successor agreement shall be shared equally by the parties to this agreement.

ARTICLE XXXI
WINTER ROTATION

1. The Highway Road Foreman or his designee will be notified by the on-duty Foreman in respect to all circumstances related to snow and ice control.
2. Working Foreman, MEO's and Mechanics will be called out by seniority from a list and rotation of opportunities must be followed.
3. Drivers will only drive, unless there are not enough Laborers to do wing work.
4. Laborers will do wing work only, with rotation by seniority. This includes MEO's who are not qualified to drive.
5. Proper training of Dispatchers and substitutes (Laborers) will be undertaken and written procedures will be promulgated and followed.

ARTICLE XXXII
LEAVE OF ABSENCE

1. Any employee who is not eligible for or has exhausted paid leave, or who otherwise desires a leave of absence for personal reasons, shall submit a written application to the appropriate Department Head specifying the reason for the leave and the proposed start and end dates.
2. The Department Head will forward the request to the Supervisor with or without a recommendation. The granting of a leave shall be within the discretion of the Supervisor and shall be without pay or benefits
3. An employee who exhausts other leaves shall immediately request a leave under this Article.

4. An employee granted a leave hereunder may continue coverage under medical and dental plans by contributing the full cost thereof in advance.
5. An employee who fails to return from a leave without having obtained an extension shall be deemed to have resigned employment with the Town.
6. An employee on leave shall keep the Town informed of any change in conditions affecting the reason for which the leave was granted.
7. An employee on leave shall not engage in any employment or other activity for compensation without the express prior approval of the Town.

Employees who are on an approved FMLA leave or on Workers' Compensation are not required to apply for a leave under this Article, except that the requirements of paragraphs 6 and 7 above shall apply. Such employees must apply for a leave under this Article if their FMLA/Comp leave ends and they are not returning to work.

All provisions of the contract not modified by the above paragraphs will remain the same in the Successor Agreement. This Agreement is tentative and subject to ratification by the Union membership and the Town Supervisor, and further subject to legislative approval by the Town Board. Both negotiating teams agree to support this tentative agreement and use their best efforts to assure its ratification and legislative approval.

ARTICLE XXXIII
TERM OF AGREEMENT

1. This agreement shall become effective January 1, 2012, and terminate at the close of business on December 31, 2016.
2. Nothing contained in this agreement shall be retroactive to January 1, 2012, unless specifically stated.
3. This agreement shall continue in full force and effect from year to year thereafter, unless either party shall notify the other party in writing, not earlier than the 1st of June, 2016 and not later than the 30th of June, immediately preceding the termination date, of its intention to modify or terminate this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

TOWN OF CHILI
David Dunning, Town Supervisor

DATE

Peter Nickles, Local Representative
A.F.S.C.M.E., Local 3179

DATE

Robert Begandy, President
A.F.S.C.M.E., Local 3179

DATE

Kathleen Reed, Vice-President
A.F.S.C.M.E., Local 3179

DATE

Ernest Campoli, Chief Steward
A.F.S.C.M.E., Local 3179

DATE

Joseph McEntee, Blue Collar Steward
A.F.S.C.M.E., Local 3179

DATE

Patrick Sheridan, White Collar Steward
A.F.S.C.M.E., Local 3179

DATE

TOWN OF CHILI
SALARY SCHEDULE "A"
Applicable Only to Employees Hired Before January 1, 2008

Grade	Entry	A	B	C	D	E
S	\$10.19	\$10.70	\$11.24	\$11.78	\$12.38	\$13.01
1	\$11.60	\$12.16	\$12.78	\$13.42	\$14.09	\$14.80
2	\$12.43	\$13.05	\$13.72	\$14.40	\$15.13	\$15.89
3	\$13.25	\$13.91	\$14.61	\$15.33	\$16.11	\$16.91
4	\$14.20	\$14.90	\$15.66	\$16.45	\$17.27	\$18.13
5	\$15.15	\$15.91	\$16.69	\$17.53	\$18.41	\$19.33
6	\$16.21	\$17.03	\$17.88	\$18.77	\$19.70	\$20.69
7	\$17.33	\$18.20	\$19.12	\$20.07	\$21.07	\$22.15
8	\$18.54	\$19.47	\$20.44	\$21.45	\$22.54	\$23.65
9	\$19.82	\$20.82	\$21.85	\$22.94	\$24.08	\$25.31

TOWN OF CHILI
SALARY SCHEDULE "B"
Applicable Only to Employees Hired Before January 1, 2008

Grade	Entry	A	B	C	D	E
21	\$18,024	\$18,926	\$19,873	\$20,866	\$21,909	\$23,005
22	\$21,256	\$22,319	\$23,436	\$24,607	\$25,838	\$27,128
23	\$22,959	\$24,107	\$25,312	\$26,577	\$27,906	\$29,301
24	\$24,794	\$26,034	\$27,335	\$28,703	\$30,138	\$31,646
25	\$26,781	\$28,119	\$29,525	\$31,001	\$32,550	\$34,180
26	\$28,924	\$30,371	\$31,889	\$33,484	\$35,158	\$36,916
27	\$31,236	\$32,797	\$34,437	\$36,158	\$37,968	\$39,865
28	\$33,621	\$35,302	\$37,067	\$38,922	\$40,868	\$42,910
29	\$36,429	\$38,250	\$40,163	\$42,172	\$44,280	\$46,494

Schedule “A”
Applicable Only to Employees Hired on and after January 1, 2008

Grade	Entry	A	B	C	D	E	F	G	H	I	J
S	\$10.70	\$10.91	\$11.13	\$11.35	\$11.58	\$11.81	\$12.05	\$12.29	\$12.54	\$12.79	\$13.04
1	\$12.16	\$12.40	\$12.65	\$12.90	\$13.16	\$13.43	\$13.69	\$13.97	\$14.25	\$14.53	\$14.82
2	\$13.05	\$13.31	\$13.58	\$13.85	\$14.13	\$14.41	\$14.70	\$14.99	\$15.29	\$15.60	\$15.91
3	\$13.91	\$14.19	\$14.47	\$14.76	\$15.06	\$15.36	\$15.66	\$15.98	\$16.30	\$16.62	\$16.96
4	\$14.90	\$15.20	\$15.50	\$15.81	\$16.13	\$16.45	\$16.78	\$17.12	\$17.46	\$17.81	\$18.16
5	\$15.91	\$16.23	\$16.55	\$16.88	\$17.22	\$17.57	\$17.92	\$18.28	\$18.64	\$19.01	\$19.39
6	\$17.03	\$17.37	\$17.72	\$18.07	\$18.43	\$18.80	\$19.18	\$19.56	\$19.95	\$20.35	\$20.76
7	\$18.20	\$18.56	\$18.94	\$19.31	\$19.70	\$20.09	\$20.50	\$20.91	\$21.32	\$21.75	\$22.19
8	\$19.47	\$19.86	\$20.26	\$20.66	\$21.07	\$21.50	\$21.93	\$22.36	\$22.81	\$23.27	\$23.73
9	\$20.82	\$21.24	\$21.66	\$22.09	\$22.54	\$22.99	\$23.45	\$23.92	\$24.39	\$24.88	\$25.38

Schedule “B”
Applicable Only to Employees Hired on and after January 1, 2008

Grade	Entry	A	B	C	D	E	F	G	H	I	J
21	\$18,926	\$19,305	\$19,691	\$20,084	\$20,486	\$20,896	\$21,314	\$21,740	\$22,175	\$22,618	\$23,071
22	\$22,319	\$22,765	\$23,221	\$23,685	\$24,159	\$24,642	\$25,135	\$25,638	\$26,150	\$26,673	\$27,207
23	\$24,107	\$24,589	\$25,081	\$25,583	\$26,094	\$26,616	\$27,148	\$27,691	\$28,245	\$28,810	\$29,386
24	\$26,034	\$26,555	\$27,086	\$27,627	\$28,180	\$28,744	\$29,319	\$29,905	\$30,503	\$31,113	\$31,735
25	\$28,119	\$28,681	\$29,255	\$29,840	\$30,437	\$31,046	\$31,667	\$32,300	\$32,946	\$33,605	\$34,277
26	\$30,371	\$30,978	\$31,598	\$32,230	\$32,875	\$33,532	\$34,203	\$34,887	\$35,584	\$36,296	\$37,022
27	\$32,797	\$33,453	\$34,122	\$34,804	\$35,501	\$36,211	\$36,935	\$37,673	\$38,427	\$39,195	\$39,979
28	\$35,302	\$36,008	\$36,728	\$37,463	\$38,212	\$38,976	\$39,756	\$40,551	\$41,362	\$42,189	\$43,033
29	\$38,250	\$39,015	\$39,795	\$40,591	\$41,403	\$42,231	\$43,076	\$43,937	\$44,816	\$45,712	\$46,627

SCHEDULE "C"

<u>Pay Group</u>	<u>Title</u>
S	Vacant
1	Laborer
2	Skilled Laborer G.E.O.
3	M.E.O. Maintenance Mechanic III Senior G.E.O.
4	Senior M.E.O. Automotive Mechanic Head GEO
5	M.E.O. I Automotive Mechanic I
6	Vacant
7	Vacant
8	Park Foreman Working Foreman
9	Road Foreman

SCHEDULE " D "

<u>Pay Group</u>	<u>Title</u>
21	Receptionist/Typist
22	Office Clerk IV Typist Clerk, P.T. Account Clerk Computer Support Clerk
23	Real Property Appraiser Trainee Account Clerk/Typist Planning Clerk Assistant Clerk to Town Justices
24	Clerk to Justice Deputy Receiver of Taxes
25	Office Clerk II Code Enforcement Officer Dog Control Officer Purchasing and A/P Clerk
26	Deputy Town Clerk Secretary to Planning & Zoning Boards
27	Assistant Assessor Assistant Building and Plumbing Inspector Deputy Fire Marshal
28	Recreation Supervisor
29	Building and Plumbing Inspector

*Upon the departure of the current incumbents in the positions of Deputy Town Clerk and Secretary to Planning & Zoning Boards, those positions will be placed in Grade 26.

SCHEDULE E
ARTICLE XVIII
VACATION ELIGIBILITY AND ACCRUAL SCHEDULE

VACATION CREDIT – WHITE COLLAR

ELIGIBILITY	TOTAL DAYS	ANNUAL HOURS	CREDIT PER HOUR
During 1 st year	5	35	2.9 Hours for 11 months; 3.1 hours for 12 th month
1 year (start 2 nd)	12	84	7 hours for 12 months
5 years (start 6 th)	17	119	9.9 hours for 11 months; 10.1 hours for 12 th month
10 years (start 11 th)	22	154	12.8 hours for 11 months; 13.2 hours for 12 th month
15 years (start 16 th)	23	161	13.4 hours for 11 months; 13.6 hours for 12 th month
16 years (start 17 th)	24	168	14 hours for 12 months
17 years (start 18 th)	25	175	14.6 hours for 11 months; 14.4 hours for 12 th month
18 years (start 19 th)	26	182	15.2 hours for 11 months; 14.8 hours for 12 th month
19 years (start 20 th)	27	189	15.75 hours for 12 months
20 years (start 21 st)	28	196	16.3 hours for 11 months; 16.7 hours for 12 th month
21 years (start 22 nd)	29	203	16.9 hours for 11 months; 17.1 hours for 12 th month
22 years (start 23 rd)	30	210	17.5 hours for 12 months

SCHEDULE E
ARTICLE XVIII
VACATION ELIGIBILITY AND ACCRUAL SCHEDULE

VACATION CREDIT – BLUE COLLAR

ELIGIBILITY	TOTAL DAYS	ANNUAL HOURS	CREDIT PER HOUR
During 1 st year	5	40	3.3 Hours for 11 months; 3.7 hours for 12 th month
1 year (start 2 nd)	12	96	8 hours for 12 months
5 years (start 6 th)	17	136	11.3 hours for 11 months; 11.7 hours for 12 th month
10 years (start 11 th)	22	176	14.6 hours for 11 months; 15.4 hours for 12 th month
15 years (start 16 th)	23	184	15.3 hours for 11 months; 15.7 hours for 12 th month
16 years (start 17 th)	24	192	16 hours for 12 months
17 years (start 18 th)	25	200	16.6 hours for 11 months; 17.4 hours for 12 th month
18 years (start 19 th)	26	208	17.3 hours for 11 months; 17.7 hours for 12 th month
19 years (start 20 th)	27	216	18 hours for 12 months
20 years (start 21 st)	28	224	18.6 hours for 11 months; 19.4 hours for 12 th month
21 years (start 22 nd)	29	232	19.3 hours for 11 months; 19.7 hours for 12 th month
22 years (start 23 rd)	30	240	20 hours for 12 months

**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF CHILI
AND
AFSCME, COUNCIL 66, LOCAL 3179**

It is hereby agreed between the parties hereto to amend and modify Article XV of the 2001-2005 collective bargaining agreement as follows:

Effective March 1, 1998, both current and future and retirees of the Town who qualify pursuant to Article XV, Section 3 of the collective bargaining agreement, shall be covered by the Town's self-insured dental plan as described below:

The Town further agrees to provide the same dental coverage to the spouse of a deceased retiree under the same conditions as set forth in Article XV, Section 4 of the collective bargaining agreement.

1. A maximum of one thousand dollars (\$1,000.00) coverage per calendar year for each covered participant and dependants.

2.

Class I	Examinations Prophylaxis (cleanings) X-rays Fluoride Treatments
Class II	Oral Surgery Restoration (fillings) Periodontics Root Canal Therapy
Class III	Repair of Prosthetic Appliances Prosthetic Service Crowns and Inlays

Class I services will be paid at 100% of Table 42 allowances

Class II services will be paid at 50% of Table 42 allowances

Class III services will be paid at 50% of Table 42 allowances

The premium equivalent which is an obligation of the Town, is estimated to be:

Single coverage \$11.77 per month

Family coverage \$26.50 per month

Any increase in the foregoing monthly premium equivalent rates shall be an obligation of the covered participant(s) and shall be remitted to the Town in a manner promulgated by the Town. Any failure of the participant to remit his share of an increased premium equivalent shall result in the elimination of the participant from the retiree dental coverage program.

/S/

TOWN OF CHILI
Stephen W. Hendershott, Town Supervisor

DATE

/S/

Robert Begandy, President
A.F.S.C.M.E., Local 3179

DATE

/S/

Kathy Reed, Vice-President
A.F.S.C.M.E., Local 3179

DATE

/S/

Damon McGrain, Blue Collar Steward
A.F.S.C.M.E., Local 3179

DATE

/S/

Peter Nickles, Area Representative
A.F.S.C.M.E., Local 3179

DATE