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Chili, Town Of And Afsome Council
66 Local 3179 (General Unit)

TO
GEN

**Agreement
Between
The Town of Chili
and
American Federation of State,
County and Municipal Employees
Council 66, Local 3179**

*July 1, 2001
To
June 30, 2005*

RECEIVED

JAN 13 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

55

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AGREEMENT

This is an agreement made and entered into this 1st day of July 2001, 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 it's 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.

Recognizing the moral principles inherent in Federal legislation, the parties hereby agree not to limit employment with the Town, or membership in the Union to any person because of his sex, race, color, religion, age, national origin or disability as defined in "THE AMERICANS WITH DISABILITIES ACT."

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, 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

Inspector, Dog Control Officer, 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.

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 four (4) employees in the following locations are excluded from the collective bargaining unit: (2) Clerk-Typist, part-time Community Center and (2) Receptionist, part-time Town Hall.
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.

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. The Union retains the right to avail itself of the administrative procedures of the New York State Public Employment Relations Board and to grieve any policy, rule or regulation which it deems to be unreasonable or unfair.
4. Policies, rules and regulations of the Town shall be uniformly applied and enforced.
5. The utilization, possession or sale of illegal drugs, alcohol 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 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.

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.

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 within the following three (3) pay periods in which it is earned, 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.

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 sixty (60) 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. Compensatory time shall be utilized within the following three (3) pay periods in which it is earned, 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.
5. Overtime shall be distributed on a rotation basis among employees by classification, providing the employee is qualified to perform the work.
6. Overtime may not be worked unless previously authorized by the Town Supervisor, the Town Board or their respective designees, or unless extraordinary conditions exist.
7. The provisions of this article shall not apply to the Clerks to the Justices. These employees shall receive cash payment for overtime only for hours worked in excess of forty (40) per week. The work week shall be flexible and compensatory time off only at the rate of time and one-half (1½) shall be credited for time worked between thirty-five (35) and forty (40) hours per week. Such compensatory time off shall be utilized within the following three (3) pay periods in which it is earned, 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.

Time worked in excess of forty (40) hours per week shall be paid for in cash at the rate of time and one-half (1½).

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.

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.

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

1. Retroactive to the first (1st) pay period of 2002, employees will receive a wage increase of two and one-half percent (2.5%).

Effective with the first (1st) pay period of 2003, employees will receive a wage increase of two and one-half percent (2.5%).

Effective with the first (1st) pay period of 2004, employees will receive a wage increase of three percent (3%).

Effective with the first (1st) pay period of 2005, employees will receive a wage increase of three percent (3%).

The foregoing wage increases shall be added to the salary and wage schedule as attachments to this agreement. Prior to the application of the foregoing wage increases, the salary schedule shall be adjusted so that there is exactly five percent (5%) spread between the steps. All percentage increases will be applied to the corrected salary schedule.

2. Effective with the first pay period of December 2001, 2002, 2003 and 2004, employees who as of December 1 of any of those years preceding 2001, 2002, 2003 and 2004, were beyond the final step of the salary schedule, shall receive a five hundred dollar (\$500.00) lump sum payment, which shall stand separate and apart from the salary schedule. The five hundred dollar (\$500) longevity payment would be paid each year of the successor agreement to those qualifying employees.
3. The parties may, by mutual agreement, place a new employee in any step of the salary schedule and may, by mutual agreement, place an incumbent employee in any higher step of the salary schedule.
4. Effective January 1, 1990, each employee 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.

Prior to the employee's anniversary date of each year, the Department Head will, in writing, submit to the Town Supervisor, confirmation that an employee who is eligible for a step increase, has, in all respects, been a satisfactory employee during the preceding twelve (12) months.

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 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.

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 may, by application, become members of the Blue Cross/Blue Shield plan of the Rochester Hospital Service Corporation, Blue Choice Extended, Blue Choice Select Extended, Preferred Care Comprehensive or Preferred Care Community Extended plans. The Town agrees to pay it's cost of the premium thereon, for single, sponsor or family coverage, whichever is applicable.

Current employees will continue medical insurance coverage with one hundred percent (100%) of the premium paid by the Town for 2001-2002 (July 1, 2001-June 30, 2002) and 2002-2003 (July 1, 2002-June 30, 2003) contract years.

Beginning in the third year of the successor agreement (July 1, 2003-June 30, 2004) and with the subsequent year (July 1, 2004-June 30, 2005), all employees will pay ten percent (10%) of any increases in medical insurance premiums over the 2002-2003 (July 1, 2002-June 30, 2003) base contract year rates (rates are those in effect at the start of the

contract year (July 1, 2002).

The Town's obligation shall be limited to the full higher premium of Blue Choice Select Extended or Preferred Care Community Extended health plan (with Eyewear and Prescription coverage). Employees wishing to subscribe to a more expensive health plan shall be obligated to pay the difference in premium cost by payroll deduction.

The Town's obligation in respect to health insurance coverage, shall be limited to fifty percent (50%) of the health insurance premium for part time employees whose regularly scheduled work week is at least twenty (20) to thirty-four (34) hours.

The Town will continue to provide medical coverage which is equal to or better than the Blue Cross/Blue Shield Blue Million, Blue Choice Extended, Blue Choice Select Extended, Preferred Care Comprehensive or Preferred Care Community Extended plans that were provided under the collective bargaining agreement dated July 1, 2001 - June 30, 2005.

2. 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.
3. Retirees of the Town who have completed twenty (20) years or more of service with the Town, who have reached the age to qualify for retirement, pursuant to the New York State Retirement Plan, and who have been a subscriber to the Town's health insurance program for at least three (3) years immediately preceding the date of retirement, shall receive fully paid health insurance protection as provided for in Section 1 Paragraph 4. of this Article at the time of retirement. The retiree's coverage shall be either single, sponsor or family contract, consistent with their coverage at the time of their retirement. Upon reaching age 65, Medicare shall become the primary insurer and the health insurance plan which has been selected by the employee shall become the secondary insurer.
4. The Town agrees to provide to the spouse of a deceased retiree who was covered by health insurance under Section 3 of this Article, the same health insurance coverage for the remainder of his/her life or until remarriage.

5. The Town subscribes to a voluntary Flexible Spending Account which will offer the tax conversion option.
6. 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 shall be 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 foregoing dental plan will be put into effect as soon as possible within the limits of practicability.

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

7. The Town of Chili agrees to provide payroll checkoff for employee disability insurance, the premium to be fully paid by the employee.
8. 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.

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.

Retroactive to July 1, 2001 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:

2002 July 5th
2003 December 26th
2004 January 2nd
2005 July 5th

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 (1 1/2) 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 or posted when the employee is at this maximum.
2. When sick leave credits are exhausted, accumulated vacation time may be applied toward absence due to illness, only with the express permission of the Town Supervisor or his designee.
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.

Effective with the execution date of the agreement for the period July 1, 2001 to June 30, 2005, an employee who is absent due to a work related injury for six (6) days or more will have restored to him at the time the case file is closed by the Town's workers compensation insurance company, any sick or vacation time used and such absence will not be used to deprive him of sick leave incentive compensation.

An employee who is absent due to a work related injury for five (5) days or less and utilizes sick or vacation time during that period, will not have such time restored to him, and such absence will count as sick leave used in respect to the sick leave incentive as stated in paragraph 1 of this Article.

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 or step-children, brother, sister, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, or persons occupying the position of parent of the employee or spouse.
3. In the event of death of other close relatives, 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. An employee may be granted one-half (1/2) day with pay to attend funerals for other than family members, if approved in advance by the Department Head or the 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.

The Town agrees to reimburse employees in the Blue Collar unit one hundred dollars (\$100.00) every other year for winter clothing repair or replacement on November 1, 2002 and November 1, 2004.

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. Current employees who are full-time or regular part-time employees who have been employed by the Town in a title for six (6) months or longer as of the execution date of this agreement shall be deemed to have passed their probationary period.

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 or 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 the range of possible disciplinary actions shall be as follows:

Counseling memorandum

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. 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 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. Derogatory material which is three (3) or more years old will not be referred to or used in a disciplinary proceeding.
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.

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.

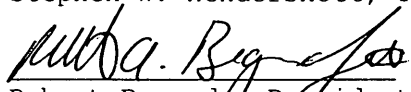
ARTICLE XXXII
TERM OF AGREEMENT

1. This agreement shall become effective July 1, 2001, and terminate at the close of business on June 30, 2005.
2. Nothing contained in this agreement shall be retroactive to July 1, 2001, 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 January, 2005 and not later than the 31st of January, immediately preceding the termination date, of its intention to modify or terminate this agreement.

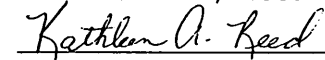
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.


TOWN OF CHILI
Stephen W. Hendershott, Town Supervisor

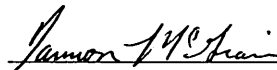
12/3/02
DATE


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

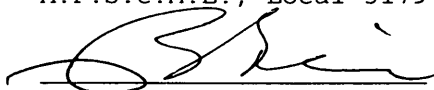
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Kathleen Reed, Vice-President
A.F.S.C.M.E., Local 3179

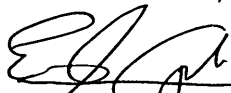
12-3-02
DATE


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

11/25/02
DATE


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

November 25, 2002
DATE


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

11/25/02
DATE

TOWN OF CHILI - SALARY SCHEDULE A

GRADE/YR	ENTRY	A	B	C	D	E
S.2002	\$9.37	\$9.84	\$10.33	\$10.84	\$11.39	\$11.96
S.2003	\$9.60	\$10.09	\$10.59	\$11.11	\$11.67	\$12.26
S.2004	\$9.89	\$10.39	\$10.91	\$11.44	\$12.02	\$12.63
S.2005	\$10.19	\$10.70	\$11.24	\$11.78	\$12.38	\$13.01
1.2002	\$10.66	\$11.19	\$11.76	\$12.34	\$12.96	\$13.61
1.2003	\$10.93	\$11.47	\$12.05	\$12.65	\$13.28	\$13.95
1.2004	\$11.26	\$11.81	\$12.41	\$13.03	\$13.68	\$14.37
1.2005	\$11.60	\$12.16	\$12.78	\$13.42	\$14.09	\$14.80
2.2002	\$11.43	\$12.00	\$12.61	\$13.24	\$13.91	\$14.61
2.2003	\$11.72	\$12.30	\$12.93	\$13.57	\$14.26	\$14.98
2.2004	\$12.07	\$12.67	\$13.32	\$13.98	\$14.69	\$15.43
2.2005	\$12.43	\$13.05	\$13.72	\$14.40	\$15.13	\$15.89
3.2002	\$12.19	\$12.79	\$13.43	\$14.10	\$14.81	\$15.55
3.2003	\$12.49	\$13.11	\$13.77	\$14.45	\$15.18	\$15.94
3.2004	\$12.86	\$13.50	\$14.18	\$14.88	\$15.64	\$16.42
3.2005	\$13.25	\$13.91	\$14.61	\$15.33	\$16.11	\$16.91
4.2002	\$13.06	\$13.71	\$14.40	\$15.12	\$15.88	\$16.67
4.2003	\$13.39	\$14.05	\$14.76	\$15.50	\$16.28	\$17.09
4.2004	\$13.79	\$14.47	\$15.20	\$15.97	\$16.77	\$17.60
4.2005	\$14.20	\$14.90	\$15.66	\$16.45	\$17.27	\$18.13
5.2002	\$13.93	\$14.63	\$15.35	\$16.12	\$16.93	\$17.78
5.2003	\$14.28	\$15.00	\$15.73	\$16.52	\$17.35	\$18.22
5.2004	\$14.71	\$15.45	\$16.20	\$17.02	\$17.87	\$18.77
5.2005	\$15.15	\$15.91	\$16.69	\$17.53	\$18.41	\$19.33
6.2002	\$14.91	\$15.66	\$16.44	\$17.26	\$18.12	\$19.02
6.2003	\$15.28	\$16.05	\$16.85	\$17.69	\$18.57	\$19.50
6.2004	\$15.74	\$16.53	\$17.36	\$18.22	\$19.13	\$20.09
6.2005	\$16.21	\$17.03	\$17.88	\$18.77	\$19.70	\$20.69
7.2002	\$15.94	\$16.74	\$17.58	\$18.46	\$19.38	\$20.36
7.2003	\$16.34	\$17.16	\$18.02	\$18.92	\$19.86	\$20.87
7.2004	\$16.83	\$17.67	\$18.56	\$19.49	\$20.46	\$21.50
7.2005	\$17.33	\$18.20	\$19.12	\$20.07	\$21.07	\$22.15
8.2002	\$17.05	\$17.90	\$18.79	\$19.73	\$20.72	\$21.75
8.2003	\$17.48	\$18.35	\$19.26	\$20.22	\$21.24	\$22.29
8.2004	\$18.00	\$18.90	\$19.84	\$20.83	\$21.88	\$22.96
8.2005	\$18.54	\$19.47	\$20.44	\$21.45	\$22.54	\$23.65
9.2002	\$18.22	\$19.14	\$20.09	\$21.09	\$22.15	\$23.27
9.2003	\$18.68	\$19.62	\$20.59	\$21.62	\$22.70	\$23.85
9.2004	\$19.24	\$20.21	\$21.21	\$22.27	\$23.38	\$24.57
9.2005	\$19.82	\$20.82	\$21.85	\$22.94	\$24.08	\$25.31

TOWN OF CHILI - SALALRY SCHEDULE B

GRADE/YR	ENTRY	A	B	C	D	E
21.2002	\$16,575	\$17,405	\$18,275	\$19,188	\$20,147	\$21,155
21.2003	\$16,989	\$17,840	\$18,732	\$19,668	\$20,651	\$21,684
21.2004	\$17,499	\$18,375	\$19,294	\$20,258	\$21,271	\$22,335
21.2005	\$18,024	\$18,926	\$19,873	\$20,866	\$21,909	\$23,005
22.2002	\$19,547	\$20,525	\$21,551	\$22,628	\$23,760	\$24,947
22.2003	\$20,036	\$21,038	\$22,090	\$23,194	\$24,354	\$25,571
22.2004	\$20,637	\$21,669	\$22,753	\$23,890	\$25,085	\$26,338
22.2005	\$21,256	\$22,319	\$23,436	\$24,607	\$25,838	\$27,128
23.2002	\$21,113	\$22,169	\$23,277	\$24,440	\$25,662	\$26,945
23.2003	\$21,641	\$22,723	\$23,859	\$25,051	\$26,304	\$27,619
23.2004	\$22,290	\$23,405	\$24,575	\$25,803	\$27,093	\$28,448
23.2005	\$22,959	\$24,107	\$25,312	\$26,577	\$27,906	\$29,301
24.2002	\$22,801	\$23,941	\$25,138	\$26,395	\$27,715	\$29,101
24.2003	\$23,371	\$24,540	\$25,766	\$27,055	\$28,408	\$29,829
24.2004	\$24,072	\$25,276	\$26,539	\$27,867	\$29,260	\$30,724
24.2005	\$24,794	\$26,034	\$27,335	\$28,703	\$30,138	\$31,646
25.2002	\$24,628	\$25,859	\$27,151	\$28,508	\$29,934	\$31,431
25.2003	\$25,244	\$26,505	\$27,830	\$29,221	\$30,682	\$32,217
25.2004	\$26,001	\$27,300	\$28,665	\$30,098	\$31,602	\$33,184
25.2005	\$26,781	\$28,119	\$29,525	\$31,001	\$32,550	\$34,180
26.2002	\$26,599	\$27,929	\$29,325	\$30,792	\$32,332	\$33,948
26.2003	\$27,264	\$28,627	\$30,058	\$31,562	\$33,140	\$34,797
26.2004	\$28,082	\$29,486	\$30,960	\$32,509	\$34,134	\$35,841
26.2005	\$28,924	\$30,371	\$31,889	\$33,484	\$35,158	\$36,916
27.2002	\$28,725	\$30,161	\$31,668	\$33,252	\$34,915	\$36,660
27.2003	\$29,443	\$30,915	\$32,460	\$34,083	\$35,788	\$37,577
27.2004	\$30,326	\$31,842	\$33,434	\$35,105	\$36,862	\$38,704
27.2005	\$31,236	\$32,797	\$34,437	\$36,158	\$37,968	\$39,865
28.2002	\$30,918	\$32,464	\$34,087	\$35,792	\$37,582	\$39,460
28.2003	\$31,691	\$33,276	\$34,939	\$36,687	\$38,522	\$40,447
28.2004	\$32,642	\$34,274	\$35,987	\$37,788	\$39,678	\$41,660
28.2005	\$33,621	\$35,302	\$37,067	\$38,922	\$40,868	\$42,910
29.2002	\$33,500	\$35,175	\$36,934	\$38,781	\$40,720	\$42,756
29.2003	\$34,338	\$36,054	\$37,857	\$39,751	\$41,738	\$43,825
29.2004	\$35,368	\$37,136	\$38,993	\$40,944	\$42,990	\$45,140
29.2005	\$36,429	\$38,250	\$40,163	\$42,172	\$44,280	\$46,494

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 Head G.E.O.
4	Senior M.E.O. Automotive Mechanic
5	M.E.O. 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	Typist Clerk Telephone Operator Typist Clerk, P.T. Account Clerk

23	Real Property Appraiser Trainee Account Clerk/Typist

24	Clerk to Justice

25	Code Compliance Inspector Clerk II

26	Vacant

27	Deputy Town Clerk Assistant Assessor Assistant Building and Plumbing Inspector Secretary to Planning & Zoning Boards

28	Vacant

29	Vacant

SCHEDULE E
ARTICLE XVIII
VACATION ELIGIBILITY AND ACCRUAL SCHEDULE

VACATION CREDIT - WHITE COLLAR

<u>ELIGIBILITY</u>	<u>TOTAL DAYS</u>	<u>ANNUAL HOURS</u>	<u>CREDIT PER MONTH</u>
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 hour for 11 months; 17.1 hours for 12 TH month
22 years (start 23d)	30	210	17.5 hours for 12 months

VACATION CREDIT – BLUE COLLAR

ELIGIBILITY	TOTAL DAYS	ANNUAL HOURS	CREDIT PER MONTH
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 hour for 11 months; 19.7 hours for 12 th month
22 years (start 23 ^d)	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

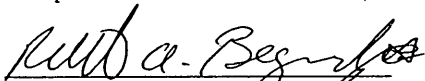
Family coverage \$26.50 per month

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.

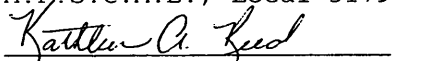

TOWN OF CHILI

Stephen W. Hendershott, Town Supervisor

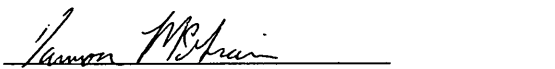
12/3/02
DATE


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

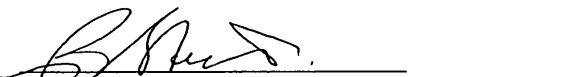
12-3-02
DATE


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

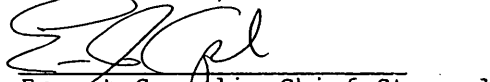
12-3-02
DATE


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

12/3/02
DATE


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

12-3-02
DATE

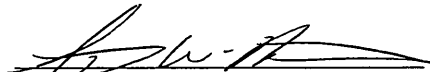

Ernest Campoli, Chief Steward
A.F.S.C.M.E., Local 3179

12-3-02
DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF CHILI
AND
AFSCME, LOCAL 3179

During the term of the agreement (July 1, 2001 – June 30, 2005), the parties agree to meet during the month of May of each year for the purpose of consultation regarding the feasibility and availability of promotional opportunities within the bargaining unit. The Union, during such consultation may provide input in respect to unit employees who merit promotion.


Effective on the execution date of the agreement commencing July 1, 2001, abolish Lorraine Anderson memorandum of 10/29/87


Town of Chili

12/3/02
Date


AFSCME, Council 66, Local 3179

Nov 25, 2002
Date


Pres. Local 3179

11-25-02

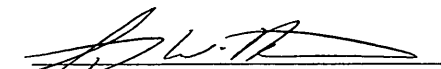
**MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF CHILI
AND
AFSCME, LOCAL 3179**

It is hereby agreed to between the parties, to clarify the understanding reached in respect to Article XIII, entitled COMPENSATION and Article XVII, entitled SICK LEAVE.


The Town agrees that for the July 1, 2001 to June 30, 2005 collective bargaining agreement, it will:

1. Compensate employees for retroactive wages in a separate check.
2. Compensate employees for retroactive and future lump sum payments in a separate check.
3. Compensate employees for retroactive and future sick leave incentive payments in a separate check.


This Memorandum of Understanding will expire on June 30, 2005 unless extension is mutually agreed to.


Town of Chili

12/3/02
Date


AFSCME, Council 66, Local 3179

November 25, 2002
Date


PRES - Local 3179

11-25-02