



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Dewitt, Town of and Dewitt White Collar Unit 7823-01, CSEA Local 1000, AFSCME, AFL-CIO, Onondaga County Local 834 (2008)**

Employer Name: **Dewitt, Town of**

Union: **Dewitt White Collar Unit 7823-01, CSEA, AFSCME, AFL-CIO**

Local: **Onondaga County Local 834, 1000**

Effective Date: **01/01/08**

Expiration Date: **12/31/11**

PERB ID Number: **8702**

Unit Size:

Number of Pages: **19**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

by and between the

TOWN OF DEWITT

and

CSEA LOCAL 1000 AFSCME, AFL-CIO



Town of Dewitt Unit 7823-01
WHITE COLLAR UNIT
Onondaga County Local 834

January 1, 2008 - December 31, 2011

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	PARTIES TO AGREEMENT	1
ARTICLE 2A	UNION RIGHTS	1-4
	Recognition	1
	Definition of Bargaining Unit	1
	Dues, Agency Fee / Payroll Deductions	2
	Leave for Grievances and Hearings.....	2
	Bulletin Boards	3
	Meeting Space	3
	Leave for Negotiations	3
	Leave for Labor-Management Meetings	3
	Requests for Release Time.....	3
	Access to Employees.....	4
ARTICLE 2B	MANAGEMENT RIGHTS	4
ARTICLE 3	EMPLOYEE RIGHTS	5-6
	Employee Categories	5
	Personnel File.....	5
	Seniority.....	5
	Layoff Procedure	6
	Recall	6
ARTICLE 4	DISCIPLINE, GRIEVANCES & ARBITRATION.....	7-10
	Disciplinary Procedure	7
	Grievance Procedure	8
	Arbitration.....	9-10
ARTICLE 5	PROBATIONARY STATUS	10
	Length of Probation	10
	Competitive Classifications	10
	Non-Competitive, Labor and Exempt Classifications	10
ARTICLE 6	WORK DAY/WORK WEEK.....	10-12
	Highway Department.....	10
	Parks Department.....	11
	Water Department.....	11
	Town Offices	11
	Breaks & Lunches.....	12
	Special Events and Exigent Circumstances.....	12
	Time Clocks.....	12
	Outside Employment	12
ARTICLE 7	VACANCIES AND PROMOTIONS	12
	Notification of Vacancies.....	12
	Appointment to Vacancies	12
ARTICLE 8	COMPENSATION.....	13-15
	Salary Increases.....	13
	Overtime Compensation.....	13
	Out-of Title Pay	13-14
	Call-In.....	14
	On-Call (Water Department Only) Compensation	15
ARTICLE 9	PAID LEAVE.....	15-20
	Holidays	15
	Part-Time Employees.....	16

	Sick Leave	16
	Personal Leave.....	17
	Vacations	17
	Scheduling	18
	Vacation Benefits Upon Termination.....	18-19
	Jury Duty.....	19
	Leave Increments.....	19
	Military Duty.....	19
	Maternity Leave	19-20
ARTICLE 10	UNPAID LEAVE.....	20
	Personal Leave.....	20
	Bereavement /Funeral Leave.....	20
	Family and Medical Leave Act.....	20
	Seniority	20
ARTICLE 11	INSURANCE.....	20-23
	Medical & Hospital Insurance	20
	Dental Plan.....	21
	Optical Plan.....	21
	On-The-Job Disability Insurance (Worker's Comp)	22
	Injured on The Job.....	22
	Employee Assistance Program	22
	Employee Life Insurance.....	23
	Deceased Employee's Estate	23
	Employees Laid Off/Positions Eliminated.....	23
	Flex-Account.....	23
ARTICLE 12	RETIREMENT BENEFITS.....	23-24
	Pension Plan	23
	Retirement Bonus	24
ARTICLE 13	SPECIAL COMMITTEES	24
	Labor-Management Committee	24
	Health Insurance.....	24
ARTICLE 14	GENERAL PROVISIONS.....	25-26
	Travel Expenses.....	25
	Safety Equipment	25
	Work Gear.....	25
	Reimbursement for Education.....	25
	Wellness.....	25
	Professional Dues, Classes & Seminars.....	26
	Commercial Driver's Licenses	26
	Unlawful Discrimination and Harassment	26
ARTICLE 15	EXECUTION OF AGREEMENT	26-28
	Duration of Agreement.....	26
	Distribution	27
	Savings Clause	26
	Past Practices.....	27
	Legislative Action.....	27
	Execution of Agreement.....	28
APPENDIX A-SALARY SCHEDULE.....		29
APPENDIX B-RETIREE HEALTH INSURANCE		30

ARTICLE 1
PARTIES TO AGREEMENT

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

ARTICLE 2A
UNION RIGHTS

A. RECOGNITION

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

B. DEFINITION OF BARGAINING UNIT

1. Inclusion: The bargaining unit shall consist of all regularly scheduled employees in the titles of Assessment Clerk, Clerk I, Code Enforcement Officer, Deputy Codes Enforcement Officer, Deputy Receiver of Taxes, Dog Control Officer, Information Aide, Program Site Manager, Recreation Attendant, Senior Recreation Leader, Typist I, Typist II, Account Clerk Typist, Data Entry Clerk, Data Equipment Operator and Account Clerk I.
2. Exclusion: All other employees, including seasonal employees employed by the Town of DeWitt shall be excluded from the bargaining unit.
3. Unit Clarification: Should the Town establish a new position with duties or responsibilities similar to a position identified in Section B.1 of this Article, such position shall be included in the bargaining unit. Any disputes as to whether a new or substantially altered position is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board.
4. Definition of Employee: Hereinafter, the word "employee" shall mean an employee serving in a position in the bargaining unit.

2. At any one time, the grievant, one representative from the Union (either the Unit President or Union Steward), and witnesses (to the extent they are material) shall receive release time for the activities identified in Section D.1 of this Article, above.

E. BULLETIN BOARDS

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

F. MEETING SPACE

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

G. LEAVE FOR NEGOTIATIONS

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

H. LEAVE FOR LABOR-MANAGEMENT MEETINGS

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

I. REQUESTS FOR RELEASE TIME

1. An employee shall request use of release time for activities identified in Sections D, G, and H of this Article from the employee's supervisor at least eight (8) hours in advance. The Town shall not unreasonably deny requests for leave time.

ARTICLE 3
EMPLOYEE RIGHTS

A. EMPLOYEE CATEGORIES

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

B. PERSONNEL FILE

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

C. SENIORITY

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

ARTICLE 4
DISCIPLINE, GRIEVANCES & ARBITRATION

A. DISCIPLINARY PROCEDURE

1. Interrogation Rights: When an investigation is focused on an employee and the Town reasonably believes that the employee may be a potential subject of disciplinary action, the employee shall have the right to Union representation during questioning about the conduct giving rise to the potential disciplinary action.

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

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

2. Discipline for Just Cause: The Town shall not subject an employee who has completed the probationary period, as defined in Article 5, to any disciplinary action or penalty except for Just Cause. This provision shall not apply to counseling memos issued by the Town.

3. Notice of Discipline: The town shall provide an employee who is subject to disciplinary action with a written Notice of Discipline. Such notice shall contain all charges and specifications, including a detailed description of the alleged acts or conduct, an explanation of the Town's evidence, and the proposed discipline. A copy of the notice shall be sent simultaneously to the Unit President.

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

4. Disciplinary Hearing: If the Union or the employee disagrees with the proposed disciplinary action or penalty, the Union or the employee may grieve the action and penalty in accordance with the grievance procedure set forth in section B ("Grievance Procedure") of this Article.

5. Civil Service Rights: In the event that the employee or the Union disagrees with the final resolution of a grievance resulting from a disciplinary matter or an

be given to the aggrieved employee and the aggrieved employee's Unit President.

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

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

C. ARBITRATION

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

Department whose job duties are Clerical or Office Personnel are 7:00 a.m. through 4:00 p.m. with a 30 minute unpaid lunch break each day.

B. PARKS DEPARTMENT:

The regular work hours for full-time employees of the Parks Department are Monday through Friday 7:30 a.m. to 4:00 p.m. with a 30 minute unpaid lunch break each day.

C. WATER DEPARTMENT:

The regular work hours for full-time employees of the Water Department are Monday through Friday 7:30 a.m. to 4:00 p.m. with a 30 minute unpaid lunch break each day.

D. TOWN OFFICES:

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

1. Supervisor, Comptroller, Town Clerk, Dog Control, Court Clerk Offices: Monday through Friday 8:30 a.m. – 4:30 p.m. with a 30 minute unpaid lunch break each day.
2. Assessor, Tax Development & Operations, Recreation: Monday through Friday 8:00 a.m. – 4:30 p.m. with a 30 minute unpaid lunch break each day, with the following exceptions:
 - (a) One (1) Typist I in the Recreation Department shall work Monday through Friday 9:00 a.m. – 4:30 p.m. with a thirty (30) minute unpaid lunch break each day; and
 - (b) At the discretion of the Town, employees of the Department of Development & Operations may be permitted to work Monday through Friday 7:30 a.m. – 4:00 p.m. with a thirty (30) minute unpaid lunch break each day.
3. Police Department: Members of the White Collar Unit who are full-time employees shall work Monday through Friday from 8:00 a.m. to 4:30 p.m. with a thirty (30) minute unpaid lunch break each day.
4. Flex-time: All departments may implement Flextime arrangements agreed to by the Department Head and the employees.

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

ARTICLE 8
COMPENSATION

A. SALARY INCREASES:

1. Existing employees: Employees shall be paid in accordance with the pay scale attached to this Agreement as Appendix "A"

2008\$1000.00 added to base (retroactive) and \$250.00 bonus
20093%
20103%
20113%

2. New employees: The Town Board shall set the initial rate of pay for an employee hired subsequent to the date of execution of this Agreement into a position within the bargaining unit covered by this agreement. For the first six months, new full time hires will receive fifty cents (\$.50) per hour less than the lowest paid employee in the same job title. If the new hire has experience, the employee can be paid at a compensation rate equal to the current staff in that title.

B. OVERTIME COMPENSATION:

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

C. OUT-OF TITLE PAY:

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

E. ON-CALL (WATER DEPARTMENT ONLY) COMPENSATION

An employee who is "on-call" shall receive four and one half (4 ½) hours times the employee's regular base hourly rate for each day worked "on call" except for holidays. For holidays, the employees shall receive six (6) hours times the employee's regular base hourly rate. Such stipends shall be in addition to being paid for hours actually worked at the applicable regular or overtime rate.

ARTICLE 9
PAID LEAVE

A. HOLIDAYS

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

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

2. Holiday Occurs on Weekend: When a designated holiday occurs on a Saturday, the holiday shall be observed on the preceding Friday. When a designated holiday occurs on a Sunday, the holiday shall be observed on the following Monday.
3. Holiday Pay: An employee who does not work on a designated holiday shall be paid for the day at the employee's regular daily rate of pay.
4. Calendar Adjustment: In the New Year's holiday, January 1, 2011 will be observed on 12/31/10.
5. Work on December 25, January 1, or Thanksgiving Day: An employee who works on December 25, January 1, or Thanksgiving Day shall be paid for all hours worked at two times the employee's regular hourly rate in addition to receiving eight hours holiday pay.
6. Assigned to Work Other Actual or Observed Holiday: An employee who works on the actual date of a holiday other than those enumerated in Paragraph 4 of this Section, or who works on the date a holiday is observed by the Town, shall be paid for all hours worked at one and one-half (1 ½) times the employee's regular hourly rate in addition to receiving eight (8) hours holiday pay.

5

EMW
12-17-09

6. Please Note: For administrative efficiency, an employee's leave time availability for the calendar year will be posted on the employee's paycheck stub on or about January 15th. The time is calculated on the assumption that the employee will work the entire calendar year.

D. PERSONAL LEAVE

1. Any full-time employee with one (1) year of continuous employment will be authorized to receive five (5) personal leave days with pay at the employee's base hourly rate, each calendar year. Personal leave time not taken within the calendar year is lost, without additional pay. Personal time must be requested from the Department Head at least one (1) day in advance and the minimum to be taken is a quarter hour. New employee's personal time will be pro-rated between the one (1) year anniversary date and December 31st, to the nearest quarter hour (rounded up).
2. Personal Leave Benefits Upon Termination: Upon termination of employment, personal time will be pro-rated from January 1st to the date of termination, to the nearest quarter hour (rounded up). Any personal leave taken in excess of the time allowed will be deducted from the employee's final paycheck and the Union and the employee shall authorize such deduction. Please note that for administrative efficiency, an employee's personal time availability for the calendar year will be posted on his/her pay stub on or about January 15th. The time is calculated on the assumption that the employee will work the entire calendar year.

E. VACATIONS

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

1. New employees hired between January 1st and June 30th of the vacation year shall be entitled to one (1) day of vacation for each full month employed up to July 1st, not to exceed five (5) vacation days. Such time off must be taken between July 1st and December 31st of the vacation year.
2. New employees hired between June 1st and August 30th shall be entitled to one (1) day vacation. Such time off must be taken between October 1st and December 31st.
3. Employees with less than six (6) months of continuous service as of January 1st will be allowed to take time off after the completion of six (6) months of continuous service.

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

H. JURY DUTY

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

I. LEAVE INCREMENTS

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

J. MILITARY DUTY

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

K. MATERNITY LEAVE

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

implemented and effective on January 1, 2008. Coverage shall begin on the first of the month immediately following the employee's initial date of employment.

2. Premium Payment: The full time employee shall pay the following premium for individual and family coverage:

Effective January 1, 2008

Individual & Family Health Insurance
DEWITT HEALTH & WELLNESS
(POMCO & OCEBA PLAN T)

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

The Town has the right to cancel any HMO that has less than ten (10) enrollees. Any HMO that has zero enrollees is automatically discontinued.

United Health Care, MVP (HMO), MVP Double, HMO-CNY, Healthguard Blue

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

2008	15%
2009	15%
2010	15%
2011	15%

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

B. DENTAL PLAN

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

	<u>Individual</u>	<u>Family</u>
<u>Guardian</u>	\$10.00 monthly	\$40.00 monthly

C. OPTICAL PLAN:

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

obligation is limited to six (6) sessions per calendar year, at no cost to the employee, after which the employee becomes economically responsible for additional sessions.

G. EMPLOYEE LIFE INSURANCE

1. Coverage: The Town shall provide \$ 5,000.00 coverage of term life insurance for each employee while the employee is employed by the Town.
2. Premium Payment: The Town shall pay the full premium for the life insurance referenced in this Article.
3. Conversion: The full-time employee, at retirement, may convert his or her life insurance policy at his or her own expense.

H. DECEASED EMPLOYEE'S ESTATE

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

I. EMPLOYEE'S LAID OFF/POSITIONS ELIMINATED

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

J. FLEX-ACCOUNT

For any member who signs up for a Medical Flex Plan Account (IRC 125), the Town will deposit \$ 150.00 by January 30th of each year of this contract. After one (1) year of continuous service, part-time employees working at least twenty (20) hours per week shall be entitled to a pro-rated amount based on actual hours worked in the previous year. This benefit shall terminate on January 30, 2011.

ARTICLE 12 RETIREMENT BENEFITS

A. PENSION PLAN

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

ARTICLE 14
GENERAL PROVISIONS

A. TRAVEL EXPENSES

1. Employee's Car: When an employee is directed by the appropriate supervisor to use the employee's own vehicle for Town business, the Town shall reimburse the employee at the then current mileage rate set by the Internal Revenue Service. Labor Crew Leader will retain the current auto benefit.

2. Meals and Lodging Expenses: When an employee is assigned to travel outside the Town of DeWitt service area to attend a school, meeting, etc., the Town shall reimburse the employee for all reasonable and necessary expenses for meals and lodging during such assignment. All expenses, however, must be pre-approved by the Department Head or his/her designee prior to travel. The Town will not reimburse employees for any travel expenses that were not approved prior to travel, except for reasonable emergency expenses where pre-approval is impossible.

B. SAFETY EQUIPMENT

Upon receipt of proof of purchase, the Town shall reimburse Highway, Water, Code Enforcement and Parks Department employees who are required to wear safety equipment up to one hundred twenty-five dollars (\$125.00) per calendar year toward the purchase of safety equipment. The equipment that qualifies for this benefit is included in a separate list agreed to by the Department Head, Unit President, Town Comptroller, and kept by the Town Comptroller.

C. WORK GEAR

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

D. REIMBURSEMENT FOR EDUCATION

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

E. WELLNESS

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

provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.

2. Upon the issuance of such decisions, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of affecting the purpose of the provisions, portions or applications.

D. PAST PRACTICES

The Town agrees to continue the following items:

1. Staff Apparel
2. No fees for Town programs, Parks and Recreation Programs
3. First Aid Training
4. Defensive Driving
5. Replacement of ruined clothes due to work related incidents and construction inspection
6. When the Town is closed because of emergency, employees will be paid (such as snow, storms, etc.)
7. Provide uniforms for mandated areas such as Police, Clerks, and Water Department
8. Water Department use of truck while "on-call" subject to renegotiation if duties change or a new facility is built and utilized by the Town
9. Current retirement programs (a copy of the retirement health insurance program is attached as an appendix and incorporated by reference); and
10. All other past practices pursuant to the mutual agreement of the parties.

E. LEGISLATIVE ACTION

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

APPENDIX A

SALARY SCHEDULE

1			W	AA	AH	AO
2	Employee	POSITION	2008	2009	2010	2011
3	ID		RATE	RATE	RATE	RATE
4			ROUNDED	ROUNDED	ROUNDED	ROUNDED
			O+U	W*3%	AA*3%	AH*3%
5	743	CLERK I	\$11.3513	\$11.6918	\$12.0426	\$12.4039
6	165	DATA COLLECTOR	\$11.6011	\$11.9491	\$12.3076	\$12.6768
7	738	CLERK I	\$11.6775	\$12.0278	\$12.3886	\$12.7603
8	610	ADMINISTRATIVE AIDE	\$12.5864	\$12.9640	\$13.3529	\$13.7535
9	119	INFORMATION AIDE	\$12.6541	\$13.0337	\$13.4247	\$13.8274
10	521	TYPIST	\$12.7327	\$13.1147	\$13.5081	\$13.9133
11	362	CLERK I	\$13.7119	\$14.1233	\$14.5470	\$14.9834
12	1878	ASSESSMENT CLERK	\$14.3821	\$14.8136	\$15.2580	\$15.7157
13	169	DOG CONTROL OFFICER	\$14.6220	\$15.0607	\$15.5125	\$15.9779
14	657	INFORMATION AIDE	\$15.0196	\$15.4702	\$15.9343	\$16.4123
15	717	CLERK I	\$15.4003	\$15.8623	\$16.3382	\$16.8283
16	1971	INFORMATION AIDE	\$15.5089	\$15.9742	\$16.4534	\$16.9470
17	340	PROGRAM SITE DIRECTOR	\$15.6542	\$16.1238	\$16.6075	\$17.1057
18	357	SR. REC. LEADER	\$15.6815	\$16.1519	\$16.6365	\$17.1356
19	656	CLERK I	\$15.8841	\$16.3606	\$16.8514	\$17.3569
20	352	SR. REC. LEADER	\$17.0659	\$17.5779	\$18.1052	\$18.6484
21	604	DEPUTY CODES ENFORCEMENT OFFICER	\$17.2235	\$17.7402	\$18.2724	\$18.8206
22	237	CLERK I	\$17.5249	\$18.0506	\$18.5921	\$19.1499
23	655	CLERK I	\$17.7862	\$18.3198	\$18.8694	\$19.4355
24	802	CLERK I	\$19.7108	\$20.3021	\$20.9112	\$21.5385
25	125	DEPUTY COMPTROLLER	\$21.0343	\$21.6653	\$22.3153	\$22.9848
26	603	CODES ENFORCEMENT OFFICER	\$25.5635	\$26.3304	\$27.1203	\$27.9339

APPENDIX B

RETIREE HEALTH INSURANCE:

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

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