

AGREEMENT

BETWEEN

THE TOWN OF HENRIETTA

and

C.W.A. LOCAL 1170

January 1, 2021 through December 31, 2024

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ARTICLE I – AGREEMENT

Local 1170 C.W.A., hereinafter referred to as the “Union,” and the Town Board of the Town of Henrietta, County of Monroe, State of New York, hereinafter referred to as the “Town”, do hereby enter into the following agreement (“Agreement”) as of December 1, 2021.

Town and Union may be referred to individually as “party” and collectively as “Parties.”

This Agreement is subject to Federal and New York State Law and the Parties agree to negotiate if any provisions are affected by changes in Federal, New York State or Monroe county law, with the understanding that applicable laws take precedence over corresponding terms in this Agreement. If a provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE II –DEFINITIONS

“Active Employee(s)” means employee(s) that are not on a voluntary leave of absence for more than thirty (30) days, furloughed, laid-off or terminated.

“Union Dues” refers to membership fees that an employee voluntarily agrees to have withheld to become a member and maintain membership in the Union.

“DPW” means the Department of Public Works which include the Highway, Sewer, Drainage and Buildings and Grounds Maintenance Departments.

“Fatigue Time” is for the purpose of ensuring sufficient time to rest for employees for the sake of their health and safety.

“Full-Time” means an employee who works more than twenty-five (25) hours per week, on average, over a fifty-two (52) week period with the following exceptions (1) Temporary/Seasonal employees as defined in Article XXX, and (2) Part-Time employees who work on-call as wing persons during the winter/plowing season.

“Labor Class” means all unskilled laborers in the service of the State and each of its civil divisions.

“Non-Competitive Class” means such positions as are not in the exempt or labor class which are not practicable to examine competitively.

“Paid Hours” means the number of hours an employee is paid during the week or pay period. “Paid Hours” include holiday time, vacation time, sick time and personal time off.

“Part-Time” means an employee who works twenty-five (25) hours or less per week, on average, over a fifty-two (52) week period. Part-Time employees will not work more than 1,300 hours in a calendar year.

“PERB” means the Public employment Relations Board.

“Seniority” is based upon the amount of time worked in the Town as a Full-Time employee irrespective of the position.

“Temporary Employees” means employees who are hired seasonally for work such as being a wing person during the winter/plowing season, grounds work during the spring/summer growth season, highway laborers during the paving season and recreation staff during the summer program season.

“Town” means the Town of Henrietta and the Town Board of the Town of Henrietta.

“Union” means the C.W.A. Local 1170.

“Worked Hours” means the number of hours an employee works during the week or pay period.

ARTICLE III – RECOGNITION

The Town recognizes the Union as the exclusive representative for all Full-Time employees, with the exception of those positions listed below that are excluded, for the purpose of collective bargaining and to enter into Agreements with the Town with respect to rates of pay, wages, hours of employment, fringe benefits, benefits, working conditions, grievances, and other agreed-upon conditions of employment.

The following positions are excluded from the bargaining unit:

Accountant/Junior Accountant	Dep. Administrator for Utilities Services
Appointed Officials	Elected Officials
Assistant Assessor	Fire Marshal
Assistant to the Finance Director	Dep. Director of Information Tech
Assistant Recreation Director	Payroll Clerk
Clerk(s) to the Town Justice(s)	Personnel Director
Court Administrator	Real Property Appraiser
Deputy Commissioner of Public Works	Secretary to the Town Supervisor
Deputy Director of Engineering/Planning	Safety and Training Officer*
Deputy Town Clerk(s)	Superintendent of Highways
Deputy Superintendent of Highways (One position)	Town Department Heads
Deputy Town Clerk and Receiver of Taxes	

*Per Settlement of PERB IPS #U-8847

Where only a limited number of persons in a particular title are excluded from the unit, that person(s) shall be designated by the Town and the Town shall inform the Union of such.

A **“Full-Time”** employee is an employee who works more than twenty-five (25) hours per week, on average, over a fifty-two (52) week period with the following exceptions (1) Temporary/Seasonal employees as defined in Article XXX, and (2) Part-Time employees who work on-call as wing persons during the winter/plowing season.

ARTICLE IV – MANAGEMENT RIGHTS

The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the employer and the exercise thereof in regard to the operation of its work and business and the direction of its workforce, which have not been specifically abridged, deleted, delegated or modified by this Agreement, are and shall remain exclusively those of the Town.

ARTICLE V – GRIEVANCE PROCEDURE

Section 5.1 – Definition of Grievance

A grievance is a complaint an employee or a group of employees have in any manner they believe to have been treated unfairly or unjustly by the Town or a dispute between the parties over the interpretation or application of the provisions of this Agreement.

Section 5.2 – General Grievances

Grievances involving a similar number of employees having substantially the same grievances shall be considered as a general grievance and shall be signed by the Union President or their designee and submitted in writing as a Second Step Grievance to the Director of Personnel, or other designee as determined by the Town Supervisor, within thirty (30) working days from the date of the incident on which the grievance is based.

Section 5.3 – Town Grievances

If the Town shall have any grievance with the Union, such grievance shall be signed by the Director of Personnel or other Town designee as determined by the Town Supervisor and submitted in writing to the Union President as a Third Step Grievance.

Section 5.4 – Time Limits

1. Time limits for presenting grievances shall be strictly applied. Unless waived in writing by both parties, failure to adhere to the time limits contained herein shall prevent any further discussion of the grievance or its being processed to a higher level of the grievance procedure.
2. Failure to reply to a grievance within the time limits specified herein shall be considered as an unsatisfactory settlement under this Article and the grieving party may proceed to the next step of the grievance procedure.

Section 5.5 – Grievance Steps

1. Step I – An aggrieved employee or a duly designated Union representative shall initiate and present grievances to the aggrieved employee’s Department Head. Such grievances, other than grievances involving the discharge or suspension of an employee, shall be in writing and shall be presented with thirty (30) working days from the date of the incident on which the grievance is based. Grievances involving the discharge or suspension of an employee shall be presented in writing within fifteen (15) days of the Union’s receipt of written notice of the discharge or suspension. The Department Head shall respond in writing to the grievance within five (5) working days of its presentation.
2. Step II – If the grievance is not satisfactorily resolved at Step I, the Union President, or their designee, shall present the grievance in writing to the Director of Personnel, or Town designee as determined by the Town Supervisor. Step II grievances shall be presented within five (5) working days of receipt of the Step I answer. The Director of Personnel shall have five (5) working days to respond in writing to a Step II grievance.
3. Step III – Grievances not satisfactorily resolved at Step II may be presented to Step III. Such grievances shall be in writing, signed by the Union President, or their designee, and shall be presented to the town Supervisor within five (5) working days of receipt of the Town’s Step II grievance answer. Response to the Step III grievance shall be in writing and shall be made within ten (10) days of receipt of the grievance.
4. Grievance Meetings – Upon written request from the Town or the Union, the appropriate Town and Union representatives shall endeavor to meet personally at each step of the grievance procedure to consider the grievance. The failure or inability of the Town and Union representatives to meet within the time limits for presenting and appealing grievances; however, shall not extend those time limits, unless mutually waived as stipulated to in Section 31.4.1.
5. Use of Mail, E-mail and FAX – A grievance will be considered timely at each step of the grievance procedure if it is mailed to the appropriate person within the time limits established by this Agreement. In other, date of mailing will be considered date of service. The Town’s time to respond to a grievance sent by mail shall not begin to run until the Town has actually received the grievance. Grievances may also be presented by e-mail or by FAX during normal business hours.
6. The Town’s response to a grievance shall be considered timely if mailed to the Union within the time limits established by this Agreement. The Union’s time to answer a response sent by mail shall not begin to run until the Union has actually received the response. The Town also may serve its response to a grievance by e-mail or by FAX during normal business hours.

ARTICLE VI – ARBITRATION PROCEDURE

Section 6.1 – Interpretation/Application

1. Grievances involving the interpretation or application of this Agreement, except as otherwise provided herein, and which have not been satisfactorily resolved at the Step III of the grievance procedure, may be submitted to Arbitration by either party.
2. Grievances involving a complaint that an employee or group of employees has in any manner been treated unfairly or unjustly shall not be arbitrable except to the extent that such grievance involves the interpretation or application of one or more specific provisions of this Agreement or disciplinary actions including suspension, demotions, dismissals as outlined in Article VII.
3. Neither the fact that a Town employee has consulted the Employee Assistance Program (“EAP”) provider nor the substance or record of the communications between the Town employee and the EAP provider shall be admissible in any arbitration proceeding brought under the terms of this Agreement. Conversely, Town employees who consult the EAP provider shall not be insulated from discipline or discharge.
4. Nothing contained herein shall be construed to prohibit the Town from advising an employee of the EAP program.

Section 6.2 – Time Limits

1. The Party seeking arbitration shall, within thirty (30) working days of the completion of Step III of the grievance procedure, present to the Town Supervisor or their designated representative, written notice of its intent to proceed to arbitration and shall simultaneously forward a copy of that notice to the New York State Public Employment Relations Board (“PERB”) with a written request for arbitration, requesting a panel of seven (7) names of arbitrators from Central and Western New York, to be submitted to both parties to the dispute according to PERB’s Rules of Procedure.
2. The written request for arbitration shall comply in all respects with PERB’s rules concerning the content and service of such requests. If a timely request for arbitration is not presented, the grievance shall be considered closed and may not be submitted to arbitration. Disputes concerning the application of this limit shall be subject to arbitration.

Section 6.3 – Arbitrator Selection Process

1. The Parties shall select an arbitrator from the list(s) provided by PERB and shall adhere to the PERB procedure arbitrator selection.
2. Each Party to the dispute shall be allowed to request a maximum of one (1) additional list should the initial list be unsatisfactory to either Party.

Section 6.4 – Jurisdiction of Arbitrator

1. The jurisdiction of the arbitrator shall be limited to the adjudication of grievances submitted to him/her. The arbitrator shall have no authority to arbitrate away in whole or in part or to add to, subtract from, or modify, vary or disregard any provisions of this Agreement.
2. Nothing herein shall be construed to allow the arbitrator to usurp or otherwise derogate from the power and authority given by law to the Town Board except as provided in this Agreement. The decision of the arbitrator shall be final and binding on the Parties and enforceable in a court of law.

Section 6.5 – Cost of Arbitration

1. Compensation and expenses of the arbitrator and the general expense of arbitration shall be shared equally by the Parties.
2. Each Party shall bear the expenses of its own representatives and witnesses.

ARTICLE VII – DISCIPLINE

Section 7.1 – Just Cause

Employees shall not be disciplined, suspended, fined or discharged except for just cause.

Section 7.2 – Union Representation

An employee, who so requests it, shall be entitled to Union representation during any investigation or interrogation which they believe will result in disciplinary action. The employee shall be advised in writing of their right to Union representation as set forth herein.

Section 7.3 – Notification to Union

The Town shall immediately notify the Union, in writing, if any employee is demoted, suspended or discharged even if the employee has not requested Union representation during the investigation or interrogation which led up to the demotion, suspension or discharge.

Section 7.4 – Suspension/Discharge

Any disciplinary action or measure imposed upon an employee shall be subject to the Grievance and Arbitration procedures as set forth in Article V and Article VI. Grievances involving the discharge or

suspension of any employee shall be presented within fifteen (15) days of the Union's receipt of written notice of the discharge or suspension.

Section 7.5 – Applicable to Employees

The Disciplinary, Grievance and Arbitration procedures provided for herein shall apply to all employees covered by this Agreement and shall be in lieu of the procedure specified in Sections 75 and 76 of the Civil Service Law.

Section 7.6 – Progressive Discipline

Recognizing that poor employee attendance disrupts the workplace, delays the provision of services to the Town's residents and burdens the Town and its employees, the Parties commit themselves to rectifying attendance problems, which shall include an unacceptable level of absence or incidents of tardiness, through progressive discipline. The Town may use progressive discipline for just cause.

ARTICLE VIII – RIGHTS AND PRIVILEGES

1. All rights and privileges, now and existing and not specifically altered, amended, or deleted by this Agreement, shall continue with the same effect as if the Agreement had not been executed.
2. Except as provided for herein, no employee shall in any way suffer any reduction in wages or benefits due to the enactment of this Agreement.

ARTICLE IX – DUES DEDUCTION AUTHORIZATION

Section 9.1 – Dues Deduction

For current Union members and those employees who choose to join the Union, the Town shall deduct from an employee's pay all Union dues and fees levied as reported by the Union and shall continue to do so on the conditions set forth in the Payroll Deduction and Authorization for Roadrunners (Exhibit B) until such time as the Union notifies the Town that the authorization has been properly terminated in compliance with its terms. The authorization for Union membership and/or dues is valid whether executed in writing or electronically. The Town shall remit the Union Dues to the Union on a monthly basis along with a report listing the employee names and amounts withheld.

1. The Town will make payroll deduction slots available for authorized deductions for charities and other supplemental deductions such as retirement contributions and other forms of benefits.

2. The Town may, at its discretion, deny an employee the right to future check-off if it becomes apparent that the employee is abusing the check-off privilege by entering or exiting out of a specific check-off more than twice in any given calendar year.

Section 9.2 – Check-off of Union Dues

1. Any employee covered by this Agreement who is a member of the Union shall tender their Union Dues to the Union by voluntarily signing the authorization for payroll deduction form as found on Appendix B unless they choose to not participate in the Union.
2. The Town shall agree to deduct Union Dues and also deduct, with the employee's authorization, an open-ended payroll deduction, with the exception of political contributions. The Union shall be responsible for distributing monies so deducted to different funds for which the authorization has been made. The Town shall remit the amount deducted to the Union on a monthly basis.
3. Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and forwarded to the Town one (1) month prior to the effective date of the change.
4. The Union agrees to indemnify and hold the Town harmless from any and all manners of claim, demands, suits, actions or other forms of liability, which may arise against it due to the deduction of Union Dues or other deductions under this section and the paying over the same to the Union in accordance with the provision thereof.

ARTICLE X – UNION REPRESENTATION

1. Within five (5) days after signing this Agreement, and subsequently as changes occur, the Union shall notify the Town Supervisor or his/her designee in writing of the name of employees who have been selected as Union Officers or Stewards.
2. The local president may be excused for up to ten (10) working days per year for the purpose of attending Union seminars and conferences. All other Union officers may be excused up to five (5) working days per year to attend Union seminars and conferences. The cumulative time off under this Article shall not exceed twenty-five (25) days per year. Requests for time off shall be made to the Department Head of the employee seeking time off. The Department Head may deny a request if the employee's absence would interfere with the service requirements of the department. Employees excused under the provision of this Article shall be excused without pay.

ARTICLE XI – EQUAL EMPLOYMENT OPPORTUNITIES and NON-DISCRIMINATION AND HARASSMENT POLICIES

Section 11.1 – Equal Employment Opportunities

The Town of Henrietta provides Equal Employment Opportunities (EEO) to all employees and applicants for employment without regard to age, race, color, creed, religion, sex, sexual orientation, national origin, marital status, disability, genetic predisposition or carrier status, citizenship, gender, gender identity or expression, military service, veteran status, domestic violence victim status, amnesty or any other protected status, class or condition in accordance with applicable federal, state and local laws.

Section 11.2 – Non-Discrimination and Harassment Policies

It is the policy of the Town to promote a productive work environment and to prohibit conduct that is deemed as discriminating or harassing others. The Town's policy is located in the Employee Handbook and is subject to changes based on Federal, State or local laws.

ARTICLE XII – NEW JOB CLASSIFICATIONS AND PERMANENT TRANSFERS

Section 12.1 – Restrictions on Part-Time Employment

1. The Town will not replace any existing full-time positions with part-time employees.
2. Part-time employees shall not be scheduled for more than twenty-five (25) hours a per week.
3. Union approval is required for the creation of any new part-time positions within the Town. Union approval shall not be unreasonably withheld.
4. Part-time employees are prohibited from working more than 1,300 hours in a calendar year.

Section 12.2 – New Job Classification

The job classifications currently recognized by the Town and set forth in the Wage Tables as found in Appendix C through Appendix F shall continue under this Agreement. The Town may establish new classifications with wage ranges applicable thereto whenever it considers it to be necessary. The Town, however, agrees to confer with the Union before establishing new job classifications or wage rates. Upon request, the Town will bargain the rate, however the bargaining will not prevent the Town from implementing the initial rate.

Section 12.3 – Permanent Transfers Between Job Classifications

1. When a job opening occurs in a competitive class job classification, the normal procedure for the selection of candidates from an appropriate Civil Service eligibility list shall apply.
2. Whenever a job opening occurs in the labor or non-competitive job classifications, the following shall apply:
 - a. A notice of the job opening shall be posted on all bulletin boards, stating the job classification, rate of pay and the job requirements in order to qualify. Such posting shall be for a period of five (5) working days.

- b. During this period, employees who wish to apply for the open position may do so. The application shall be in writing and it shall be submitted to the Town Supervisor of his/her designee.
- c. The Town shall fill such openings from among those who have applied and have the qualifications that meet the job requirements, as mutually agreed by the Town and the Union. If no current employees who applied for the opening have the qualifications that meet the job requirements, the Town may select anyone, including non-employees, to fill the opening.
- d. Any employee who is promoted to a higher graded position in the labor or non-competitive class shall be for a probationary term of not less than twelve (12) weeks nor more than twenty-six (26) weeks, in conformance with the Monroe County Civil Service Commission. If management determines that the employee has not successfully met the necessary requirements of the position, the employee shall be restored to his/her former classification.
- e. An employee is eligible for promotion after obtaining at least sixteen hundred (1,600) hours of applicable Higher-Graded Work and after completing the required training regimen for the position, as mutually agreed upon between the Union and the Town. An employee who demonstrates the required skills necessary, to the satisfaction of the Town in a manner mutually agreed-upon between the Union and the Town, may be able to skip some or all of the required training regime should they demonstrate sufficient skill for the aspect of the job being sought. Absent a mutually agreed training regimen, sixteen hundred (1,600) hours of Out-of-Title work shall be the primary factor for eligibility.
 - i. For promotions to Motor Equipment Operator (MEO) or Maintenance Mechanic III (MMIII), the promotion will occur at the start of the next pay period following the attainment of all necessary requirements for promotion.
 - ii. For all other positions, promotion can only occur when a position is open and attainment of all necessary requirements for the promotion. When there are multiple employees eligible for promotion for a single opening, the Town shall select the senior most qualified employee eligible for promotion.
- f. When a promotion occurs in a position, the following procedure is used to determine the new wage:
 - i. The employee's current wage is increased by 2% to produce a tentative wage.
 - ii. The tentative wage is then compared to the Wage Schedule step table for the new position and the lowest step wage this is equal to or greater than the tentative wage becomes the employee's new wage.
 - iii. If there are no step wages that are equal to or greater than the tentative wage, then the employee is considered to be off-step for the new position and their new wage is set equal to the tentative wage.

- g. Seniority shall prevail in the matters of sick leave, vacation time, layoff's, assignments of overtime, call-outs or assignments of higher-graded work / out-of-title work. For matters of overtime, call-outs or assignments of higher graded work/out-of-title, seniority prevails for the employees qualified to perform the work.
- h. It is not intended that this provision as it relates to call-outs, higher-graded work/out-of-title work, or overtime assignments shall apply to any employee who is deemed to be in a trial or probationary period by virtue of a permanent transfer.
- i. In no event with the exercise of the Town's judgement under Section 12.3.2 paragraph b of this Article as to the merit and ability of an employee to perform a job be subject to the arbitration procedure herein.
- j. No employee will be transferred from one job to another for disciplinary reasons unless it is deemed that the transfer will prevent serious disruption in the work force effort, subject to the grievance and arbitration procedure.

ARTICLE XIII – EMPLOYMENT REQUIREMENTS

Section 13.1 – Residency Requirements

Employees covered by this Agreement shall abide by the residency requirements as set forth in the laws of the State of New York and the County of Monroe.

Section 13.2 – Monroe County Civil Service

Employees covered under this Agreement shall be subject to the qualifications required by Monroe County Civil Service in order to hold their position.

Section 13.3 – Pre-Employment Physical

The Town shall pay for any pre-employment physical.

ARTICLE XIV – HOURS OF WORK

1. For all full-time positions within the DPW, except those as denoted below, the work week shall be eight (8) hours per day, Monday through Friday with a scheduled lunch period as mutually agreed upon by the Union and the Town. The work week shall be forty (40) hours per week.
2. During the middle portion of the year, the DPW may switch to “Summer Hours” per mutual agreement of the Union and the Town, which includes an “on or after” starting date and an “on or before” ending date. While on Summer Hours, the work shifts will be changed to the following:
 - a. For all regular full-time employees who are not performing dispatch duties, the work schedule shall be:
 - i. Monday through Thursday, 6:00 AM to 3:30 PM with a half-hour unpaid lunch.
 - ii. Friday, 6:00 AM to 10:00 AM.
 - b. For those full-time employees performing dispatch duties, the work schedule shall be:
 - i. Monday through Thursday
 1. First shift: 6:00 AM to 3:00 PM
 2. Second shift: 2:00 PM to 11:00 PM
 - ii. Friday
 1. First shift: 6:00 AM to 10:00 AM
 2. Second shift: 10:00 AM to 2:00 PM
 - c. Overtime Payments for hours worked beyond the normal work-day shall be paid at time-and-one-half (1½) an employee’s regular base rate for any hours worked beyond the modified 9-hour work day, Monday through Thursday. The normal overtime payments are still in effect for hours worked on Friday as well as total hours worked during the work week, as per Section 12.5 Overtime Pay.
 - d. The minimum vacation time an employee may take on Fridays during Summer Hours shall be lowered to 2-hours. The standard minimum, as per Section 14.2 Requests for Vacation, applies for Mondays through Thursdays.
 - e. Holidays, incidental sick time, disability, bereavement, and jury duty pay shall be paid according to the number of hours scheduled to work for that day, as per the above work schedule.
3. For all full-time positions within the Department of Recreation, including Senior Center and Tinker Park employees, the work week shall allow for a flexible schedule, including the potential for hours before or after the standard work day as well as weekend hours, as mutually agreed upon by the Union and the Town, including the duration and timing of their lunch break. The work week shall be forty (40) hours per week.
4. For all full-time positions with the Court Department, the work week shall allow for a flexible schedule, including the potential for hours before or after the standard work day as well as weekend hours, as mutually agreed upon by the Union and the Town, including the duration and timing of their lunch break. The work week shall be thirty-five (35) hours per week.
5. For full-time positions within Town Hall, the work week shall be seven (7) hours per day, Monday through Friday, with hours from 9:00 AM to 5:00 PM with one (1) hour for lunch. The

work week shall be thirty-five (35) hours.

6. For all other full-time positions within the Town, the work day schedule, work week hours, and lunch period duration and timing shall be determined by mutual agreement by the Union and the Town as is applicable for the position.

ARTICLE XV – WAGES

Section 15.1 – Job Classifications and Wage Rates

The job classifications and wage rates assigned to each classification are attached hereto as Appendices C, D, E, F, and G. The placement of an employee within the rate structure assigned to each job classification shall be determined by the Town upon hiring. All new employees will be placed on a step within the salary schedule.

Section 15.2 – Wage Increases

1. Effective January 1st of each of the calendar years covered by this Agreement (2022, 2023 and 2024) and of the Agreement effective date in 2021, all full-time employees will receive a base wage increase as follows:
 - a. For those employees on step, the percentage increase is as follows:
 - i. 2021– 1.5%
 - ii. Should this Agreement be executed prior to December 15th, retroactive pay will be paid at 1% of the total compensation for the 2021 hours paid to date less any compensation for on-call, bonuses, etc. Only employees who are employed full-time as of the effective date of this Agreement shall be eligible for retroactive pay.
 - iii. 2022, 2023 and 2024 - 2%.
 - b. For those employees off step, the percentage increase is as follows:
 - i. 2021 - 2%
 - ii. Should this Agreement be executed prior to December 15th, retroactive pay will be paid at 2% of the total compensation for the 2021 hours paid to date less any compensation for on-call, bonuses, etc. Only employees who are employed full-time as of the effective date of this Agreement shall be eligible for retroactive pay.
 - iii. 2022, 2023 and 2024, - 2.75%
2. When a promotion occurs in a position, the following procedure is used to determine the new wage:
 - a. The employee’s current wage is increased by 2.0% to produce a tentative wage.

- b. The tentative wage is then compared to the Wage Schedule step table for the new position and the lowest step wage this is equal to or greater than the tentative wage becomes the employee's new wage.
 - c. If there are no step wages that are equal to or greater than the tentative wage, then the employee is considered to be off-step for the new position and their new wage is set equal to the tentative wage
3. No eligible employee shall suffer any loss of a progression increase due to the restructuring of the Wage Schedules.

Section 15.3 –Progression Increases

1. Full-Time employees whose current anniversary dates fall between January 1st and June 30th and who are on Step 1 through Step 7 based on date of hire or promotion, will receive one and one-half percent (1.5%) increases effective April 1st of each year, other than their year of hire.
2. Full-Time employees whose current anniversary dates fall between July 1st and December 31st and who are on Step 1 through Step 7 based on date of hire or promotion, will receive one and one-half percent (1.5%) increases effective September 1st of each year, other than their year of hire.

Section 15.4 –Shift Differential

1. All Full-Time employees who are assigned to work a shift between the hours of 3:00 p.m. and 12:00 a.m. (midnight) shall be paid forty cents (\$0.40) per hour above their basic hourly rate.
2. All Full-Time employees who are assigned to work a shift between the hours of 11:00 p.m. and 7:00 a.m. shall be paid fifty-five cents (\$0.55) per hour above their basic hourly rate.
3. Shift differential shall not be paid in addition to call-out payment or overtime payment.

Section 15.5 –Overtime Pay

1. When office clerical employees, salaried non-exempt employees, and DPW employees must work in excess of the normal work week, the employee may elect to be paid overtime, as per normal, or may elect to instead receive compensatory time off at the rate of one and on half (1.5) hours of compensatory time for each one (1) hour of overtime. No more than 40 hours of compensatory time may be accrued at any time. All unused compensatory time will be paid out at the end of the calendar year.

All hours worked past the regular work week of thirty-five (35) or forty (40) hours shall be paid at the rate of one and one-half (1.5) the employee's base rate.

2. All hours worked in excess of eight (8) or nine (9), depending on normal work schedule, shall be paid at the rate of one and one-half (1.5) the employee's base rate.
3. The Town may elect to give those employees who worked a normal work day priority for overtime over those who were on vacation, out sick, or otherwise took time off that work day. Normal priority for overtime shall be applied following the above priority.
4. No Part-Time employees will work beyond their scheduled shift, until all regular Full-Time employees have been asked to work overtime.

Section 15.6 – Fatigue Time

Fatigue Time means time not actually worked during a regularly scheduled shift but for which payment is made. The purpose of Fatigue Time is to ensure sufficient time to rest after working a consecutive fourteen (14) hour shift for the employee's health and safety. Pay for Fatigue Time shall be based on the employee's base rate of pay, including night differential if applicable. Schedules that include work shifts in excess of fourteen (14) hours must be approved by the Department Head.

1. Fatigue Time will be paid when an employee works fourteen (14) consecutive hours, the employee shall be given Fatigue Time for every two (2) hours or fraction thereof. Fatigue Time shall be granted in the following manner: for each two (2) hours or fraction thereof over fourteen (14) hours, the employee shall receive one (1) hour Fatigue Time pay.
2. If due to an emergency the employee cannot be released from work, the employee shall be paid at their regular base rate, plus night differential if applicable, plus one (1) time the basic rate until the employee can be released for at least four (4) consecutive hours.
3. Full-Time Dispatch employees shall receive priority when covering for another weekday shift of Dispatch duties. However, Full-Time Dispatch employees will not receive the one (1) hour Fatigue Time when covering the second dispatch shift if they have worked just their normal work schedule that same day. However, this exclusion does not apply if the shift must be covered by a non-Dispatch employee in the case of an emergency.

Section 15.7 – On-Call Pay

This provision shall apply only to the DPW employees.

1. In 2021, employees who are regularly scheduled to work forty (40) hours per week and are periodically required to perform on-call duty shall be paid twenty-five dollars (\$25) per month for each month in which they are designated by the Town to perform on-call duty. Designated on-call employees shall be obligated to advise the Town how they may be contacted outside their normal working hours and shall be available and obligated to report for work upon request of the Town.
2. Beginning January 1, 2022, employees who are regularly scheduled to work forty (40) hours per week and are periodically required to perform on-call duties shall be paid twenty-five dollars (\$25) per week for each week in which they are designated by the Town to perform on call duty up to one hundred dollars (\$100) per month. Designated on-call employees shall be obligated to advise

the Town how they may be contacted outside their normal working hours and shall be available and obligated to report for work upon request of the Town.

3. Payment of on-call compensation shall be made monthly in the first pay period that immediately follows the end of a month. Payments shall be included in the normal paycheck, whether by check or direct deposit, per the selection of the employee.
4. Employees called in to work outside normal working hours shall receive a minimum of one hour of pay at one and one-half their normal rate plus one-half hour of travel pay at their normal rate.
5. For work that exceeds one (1) hour, employees called in will be paid a minimum of four hours at time and one-half for all hours worked up to four hours, plus one-half hour of travel pay at their normal rate.

Section 15.8 – Higher Graded Work (Out-of-Title Pay)

1. When the Town uses an employee in a lower group in the DPW or Recreation Departments to perform higher graded work, the employee selected shall be the senior-most employee from those who are qualified to perform the function, with exceptions detailed below.
 - a. There will be no hours of Out-of-Title pay during training for the higher graded work. However, the employee will receive Out-of-Title hours credited. This training exclusion for Out-of-Title pay includes training classes, practice work (such as moving a pile of dirt for the sole purpose of practicing), and one-on—one training with a trainer of higher-graded individual (typically in or on the equipment being trained on) providing direction and oversight while operating.
 - b. The training exclusion for Out-of-Title pay does NOT include on-the-job training where the employee is asked to perform a work task in or with a new piece of equipment for which the employee is being trained on for higher-grade work. No employee shall be authorized to assume the duties of a higher classification unless authorized in writing by the Department Head.
2. Higher Graded Work (Out-of-Title) pay is only paid for the performance of duties that are part of a higher job title but not part of the employee's current job title.
3. An employee filling in for someone with a higher-level job duty that includes periodic duties, such as payroll, budgeting or such, Higher Graded Work (Out-of-Title) pay is only earned if the individual is out for more than two (2) weeks and if those higher-level duties are performed by the employee filling in and as such would be paid on hours up to fifty (50%) of the total hours worked.
4. Operating higher level vehicles as described in a job title of higher graded work does not qualify the employee for a full shift of out-of-title pay if the vehicle is merely being used as transportation or delivery to the site. Driving the vehicle to and from the site qualifies. If the vehicle is operated at the site, such as being loaded then driven back out, Higher Graded Work (Out-of-Title) pay would be earned during the entire time the vehicle is being operated.

5. Higher graded work guidelines and out-of-title pay may be suspended by an emergency declaration during a pandemic or natural disaster if the Town is forced to reduce staff based on Federal, State or County orders. However, out-of-title hours will still accrue toward future promotions.
6. If a grievance is filed over the selection of an employee for higher-graded work, but that selection was not expressly made by a Town representative, then the only remedies available during grievance shall include: the right of first refusal to a higher-graded work shift to recoup the missed higher graded work, the transfer of the out-of-title hour credits from the individual who improperly gained to the individual who was due the higher graded work time, or any other remedy agreed to by the parties.
7. If a grievance is filed over the selection of an employee for higher-graded work, but that selection was not expressly made by a Town representative, then the only remedies available during grievance shall include: the right of first refusal to a higher-graded work shift to recoup the missed higher graded work, the transfer of the out-of-title hour credits from the individual who improperly gained to the individual who was due the higher graded work time, or any other remedy agreed to by the parties
8. Out-of-title pay is equivalent to one salary step lower than the pay the employee would receive if promoted to the position for which they are working out-of-title.

To determine that pay rate, the procedure detailed in Article XII, Section 12.3, Paragraph 2 would be followed to find the wage for a permanent transfer. That tentative wage is then lowered "one salary step" on the wage table. To handle the case for when an employee would be promoted to "Step 1" for a permanent promotion, a "Step 0" column has been added to the wage tables that is one step rate lower. This "Step 0" is *only* used for purposes of Out-of-title pay when someone would be promoted to "Step 1" – no employee can ever be promoted to "Step 0" – only to "Step 1" or higher.

Some examples are provided in Appendix K to this Agreement.

9. When an employee for a lower group is needed to perform a higher graded work level during a non-scheduled emergency occurrence on an already scheduled assigned crew, the Town shall have the right to select the senior qualified employee on said crew to perform the necessary higher graded work until such time that a qualified more senior lower group employee within the department can be assigned to the higher graded work. The selection of the most senior qualified employee to replace the original assigned person in this non-scheduled emergency shall take effect, if necessary, with the beginning of the next scheduled shift when the need for out-of-title has arisen.

Section 15.9 – Wage Scale Adjustments

1. Each position shall have its own Wage Scale, each with 8 steps, and included in Appendices C-F.

2. In the event the Town of Union believes the current labor market necessitates an increase in wages to a job title, the Town or Union will provide written notice to the other listing the job title and agree to meet within fifteen (15) calendar days to discuss the matter. Any agreements will be reduced to writing and signed by the Parties. In the event the Town hires a new employee as a higher rate than employees currently working in a job title, the Town will consider adjusting the current employees' rate of pay to match the new hires.

ARTICLE XVI – HEALTH, WELFARE AND OTHER BENEFITS

Section 16.1 – Medical Insurance

1. All Full-Time Active employees are eligible to participate in the Town's health insurance plan. The current plan(s) are through the Finger Lakes Municipal Health Insurance Trust ("FLMHIT")
 - a. HDHP \$3,000/\$6,000
 - b. Core Plan (for those employees who have been continually on the plan prior to January 1, 2017)
 - c. Mid Plan (for those employees who have been continually on the plan prior to January 1, 2017)
2. For Active Employees whose Full-Time employment with the Town was effective prior to June 1, 2003, they will pay the following:
 - a. 10% monthly towards the cost of a single, two- person, or family coverage for the HDHP or core plan.
3. For Active Employees whose Full-Time employment with the Town was effective prior to June 1, 2003 through January 1, 2017, they will pay the following:
 - a. 15% monthly towards the cost of a single, two-person, or family coverage for the HDHP or core plan.
4. For Employees whose Full-Time employment with the Town was effective January 1, 2017 or later, they will pay the following:
 - a. 20% monthly towards the cost of a single, two-person or family coverage for the HDHP (\$3,000/\$6,000) Plan.
5. If an employee elects a more expensive plan offered (Mid plan), the Town contribution toward the cost of such plan shall be determined in accordance with paragraphs 2.a, and 3.a above, as applicable, and the employee will be responsible for payment of any premium over and above such amount.

6. Eligible employees, not including employees on voluntary leave for greater than thirty (30) days or who are laid off, who elect not to participate in the Town's medical insurance coverage and furnish proof of other medical insurance coverage shall be permitted to opt out of the Town's coverage at the beginning of the plan year and will receive a cash payment of \$2,500. Any employee who has elected to opt out of the Town's medical insurance coverage may resume coverage during the open enrollment period or if there is a change in family status.
 - a. An employee must have worked for the Town at least one (1) year prior to receiving the opt out payment. The health care opt-out will be paid at the end of the year, or on a pro-rated basis on the employee's departure from employment with the Town.
 - b. Employees who received an opt out payment for calendar year 2012 (Nathan Pogal) will be eligible to receive an annual opt out payment in the same amount as the 2012 opt out payment, provided they continue to be employed, continue to opt out of such coverage and there is no change in the coverage for which the employee would qualify. Example: if the 2012 opt-out amount was based on eligibility for family coverage, such employee must continue to be eligible for family coverage. In addition, Nathan Pogal will receive a contribution to their Health Reimbursement Account "HRA" based on their years of service with the Town in an amount as determined in Section 13.3, paragraph 2.
7. The Town obtains its health care through the FLMHIT consortium and is subject to the decision of the majority of members. As such, it is possible that the plans named in this Article could become unavailable in the future. Should one of the plans named in this Article no longer be available or are altered in a substantial manner, the Union and Town will work to mutually select a replacement plan, or otherwise resolve the changes in a mutually agreed upon manner. Either party may unilaterally decide that a published change to a named health plan is substantial enough to trigger a meeting to work on a mutual agreement.

Section 16.2 – Health Savings Account ("HSA")

The Town will contribute up to \$3,000 toward a Single Plan and up to \$6,000 toward a Two-Person/Family Plan for the employee's Health Savings Account (HSA) for those employees enrolled in the High Deductible Health Plan (HDHP). The Town will deposit 25% of the deductible amount on the first banking day closest to January 1st, April 1st, July 1st and October 1st of each year. Should an employee's account balance fall below \$250 for a single account or \$500 for a two-person or family account, the Town will immediately fund the next quarter(s) contribution after proof of balance and formal request. Account balance is defined as the balance remaining in the employee's HSA account, including rollovers from prior years. The pre-funding of the next quarter(s) contributions will ensure that employees are not out-of-pocket for **qualified** medical and dental expenditures. Please note that Employees are responsible for using the Health Savings Account for only those expenditures deemed qualified by the Internal Revenue Service.

The Town will administer voluntary employee HSA contributions up to the annual allowable amount permitted by the Internal Revenue Service ("IRS").

Employees hired during the plan year will be eligible for a prorated portion of the HSA contribution.

Any remaining balances in the employee’s HSA are the employee’s funds and will roll over from year to year.

Section 16.3 – Health Reimbursement Account (“HRA”)

1. The Town will annually contribute the following amounts to the Health Reimbursement Account (HRA) for those employees enrolled in the Core Plan or the Mid Plan:

Single Plan	\$350.00
Two-Person Plan	\$500.00
Family Plan	\$600.00

2. In addition, the Town will contribute the following amounts each year to the employee’s HRA for those employees enrolled in the Core Plan or the Mid Plan based on the number of years of service on January 1st of that year:

5 Years of Service	\$ 50.00
10 Years of Service	\$ 75.00
15 Years of Service	\$150.00
20 Years of Service	\$200.00
25 Years of Service	\$300.00

3. Any remaining balances in the employee’s HRA will roll over from year to year and remain with the employee upon retirement or resignation until such time as the employee exhausts the account.

For any employees who have an HRA with a balance and are moving to the HDHP, the Town has established a Limited Purpose Health Reimbursement Account (“LPHRA”) and will transfer any remaining balances to the LPHRA.

Section 16.4 – Flexible Spending Accounts (FSA)

The Town offers a Pretax 125 Flexible Spending Plans (FSA) for all employees.

Medical Flexible Spending Arrangement (“Medical FSA”) - The Medical FSA permits employees to elect to reduce a portion of their salary on a pre-tax basis to pay for Qualifying Medical Expenses (as defined in the Summary Plan Description on file in the Payroll office) for the employee, their spouse or their dependents. Employees may not contribute to a Medical FSA if they contribute to an HSA.

Limited Purpose Medical Flexible Spending Arrangement (“Limited Purpose Medical FSA”) - The Limited Purpose Medical FSA permits employees to elect to reduce a portion of their salary on a pre-tax basis to pay for certain limited Qualifying Medical Expenses (as defined in the Summary Plan Description on file in the Payroll office) for the employee, their spouse or their dependents. Employees may contribute to a Limited Purpose Medical FSA if they contribute to an HSA per the terms in the Summary Plan Description.

Dependent Care Flexible Spending Arrangement (“Dependent Care FSA”) - The Dependent Care FSA permits employees to elect to reduce a portion of their salary on a pre-tax basis to pay for Qualifying Dependent Care Expenses (as defined in the Summary Plan Description on file in the Payroll office).

Section 16.5 – Retiree Health Care Insurance

1. For employees who have twenty-five (25) or more years of service with the Town immediately preceding the date of retirement and retire into the New York State Retirement System, the Town will contribute 80% of the cost of a single plan toward continued coverage under the Finger Lakes Municipal Health Insurance Trust Core or HDHP \$3,000/\$6,000 plans up to the age of Medicare eligibility, with a cap of \$541.67 per month.
2. The Town and the Union recognize that current Union member Barbara Bresnan will have less than twenty-five (25) years of service with the Town when they reach retirement age but, nonetheless, agree that, if they are enrolled in a Town health plan at the time of their retirement, they will be allowed to participate in such benefit at the time of retirement. The Town and the Union also agree that this exception sets no precedent for any other current or future employee.
3. If an eligible retiree chooses to subscribe to two-person coverage, family coverage or a higher cost plan, the retiree will be obligated to pay the difference, if any, between the Town’s contribution as set forth in 13.1 and the total premium for the elected coverage.
4. The retiree portion of the monthly health insurance premium payment must be submitted to the Town by check or money order and must be received by the Town by 5:00 p.m. on the twentieth (20th) of each month to secure coverage for the following month. In the event payment is not received by the twentieth (20th) of the month, the Town may take necessary steps to cancel the retiree’s coverage.

Section 16.6 – Dental Insurance

Effective January 1, 2021, the Town’s monthly contribution for dental coverage will be as follows:

Single Plan	\$34.00
Family Plan	\$54.75

Effective January 1, 2022, the Town’s monthly contribution for dental coverage will be as follows:

Single Plan	\$36.00
Family Plan	\$60.00

Section 16.7 – Vision Insurance

Effective January 1, 2021, the Town’s monthly contribution for vision coverage will be as follows:

Single Plan	\$18.75
Family Plan	\$12.85

Section 16.8 – Group Life Insurance

1. The Town will provide its employees group life insurance coverage equal to the employee’s annual wage, rounded to the nearest one thousand dollars (\$1,000) up to seventy-five thousand dollars (\$75,000) in coverage.
2. For employees who retire from the Town into the New York State Retirement System, the Town will continue the group life insurance coverage for an amount of \$5,000 for a period six (6) months for every year employed by the Town, commencing immediately following the retirement date.
3. Any employee removed from the payroll shall have the right to convert the Group Life coverage to individual coverage.

Section 16.9 – 457 Deferred Compensation Plan

The Town agrees to offer a 457 deferred compensation plan to save and invest tax-deferred money for retirement. Employees covered under this Agreement are eligible to participate in the plan. The Town shall not be obligated to make contributions to the plan or be responsible or liable for the administration of the plan.

ARTICLE XVII – VACATION

Section 17.1 – Calculation of Vacation Time

1. Each-Active regular Full-Time employee of the Town shall receive, each year, vacation with pay, based upon their scheduled hours per week.
 - For employees whose regular schedule is forty (40) hours per week, each day of vacation earned shall equal eight (8) hours.
 - For employees whose regular schedule is thirty-five (35) hours per week, each day of vacation earned shall equal seven (7) hours
2. The determination of the number of vacation days earned is based on the number of years of employment as of the Cut-Off Date for that year. The Cut-Off Date is as follows:
 - a. For employees hired prior to January 1, 2021, the Cut-Off Date shall be December 31st.
 - b. For employees hired on or after January 1, 2021, the Cut-Off Date shall be July 1st.
3. On January 1st of each calendar year, each full-time employee who has completed one-year of service shall be credited with their full-year vacation allotment based on the number of years they will have been working as of the Cut-Off Date of that calendar year.

Having been employed for at least this long as of the Cut-Off Date of this calendar year:	Days of Vacation Accruing	# of Hours for 40 Hour/Week Employees	# of Hours for 35 Hour/Week Employees
1 year	10 Days	80 Hours	70 Hours
2 years	11 Days	88 Hours	77 Hours
3 years	12 Days	96 Hours	84 Hours
4 years	13 Days	104 Hours	91 Hours
5 years	14 Days	112 Hours	98 Hours
6 years	15 Days	120 Hours	105 Hours
8 years	16 Days	128 Hours	112 Hours
10 years	17 Days	136 Hours	119 Hours
12 years	18 Days	144 Hours	126 Hours
14 years	19 Days	152 Hours	133 Hours
16 years	20 Days	160 Hours	140 Hours
18 years	21 Days	168 Hours	147 Hours
20 years	22 Days	176 Hours	154 Hours

4. Employees who have not completed one-year of service as of January 1st shall be credited with 0 days of vacation on January 1st. On the one-year anniversary of their hiring date, or the first business day following if their anniversary date does not fall on a business day, they will be credited with a pro-rated first-year allotment based on the number of calendar days left in the year, divided by the total number of days in the year, rounded to the nearest whole number. See Appendix L for examples on the calculation of vacation days.
5. Employees who have completed one-hundred and sixty-five (165) calendar days of service but have yet to receive their first full, non-prorated, allotment of vacation days may “borrow,” with express written approval from their Department Head, up to five (5) additional working days as vacation days after they as long as the additional days taken do not put them over the full allotment for someone with one-year experience. Any additional vacation days taken in this manner shall be subtracted from the next allotment the employee will receive, either on their one-year anniversary or on the next January 1st date. These “borrowed” days are not eligible for being paid out upon termination.

Section 17.2 – Requests for Vacation

1. The minimum vacation time an employee may take is as follows:
 - a. An employee on a thirty-five (35) hour work week = three and one-half (3.5) hours
 - b. An employee on a forty (40) hour work week = four (4) hours
2. Insofar as practical, vacations shall be granted according to the employee’s request. However, in order to ensure sufficient personnel to meet the operating requirements of the Town or a department thereof, the right to limit the number of employees who will be on vacation at any one time is reserved to the employee’s Department Head.

3. Winter vacation requested during the months of December, January, February and March for employees of the DPW, shall be granted to one (1) employee per department within the DPW for up to one (1) week of vacation with the approval of the Department Head. Additional requests may be permitted with the understanding that the employee must be within one-half hour travel from the Town Hall and be available for call-outs. Any other requests beyond this must be approved by the Town Supervisor.
4. Employees shall notify their Department Head as soon as their vacation plans are known that they will be requesting time off but no later than twenty-four (24) hours in advance. Any exception to this requires the Town Supervisor approval

Section 17.3 – Charges Against Vacation Time

No charges against vacation time can be taken until completion of six (6) months of service

Section 17.4 – Leave Time

Vacation time shall accrue for all Active Full-Time employees.

Section 17.5 – Carry Over of Vacation Time

1. Employees may carry over up to five (5) days of vacation time from one vacation year to the next. In no event may an employee accumulate more than five (5) days of carry over vacation.
2. Request to carry over vacation must be made prior to December 1st.
3. The Department Head may refuse a request to carry over vacation if they believe that the carry over may affect the service requirements of the department.
4. Statement of Intent: It is the Town's intention that no employee shall lose accrued vacation time due to the contractual limits on the amount of accrued vacation time that can be carried over from one year to the next, where the Town's refusal to approve vacation time for operational reasons is the direct and immediate cause for the employee's inability to use accrued time.

Section 17.6 – Earned Vacation Pay Upon Termination of Employment

Employees who have completed one (1) year of service with the Town shall receive earned vacation pay upon termination or resignation.

Section 17.7 – Vacation Pay Paid to an Estate Upon Death of an Employee

Earned vacation pay shall be paid to an employee's estate in the event of their death.

ARTICLE XVIII – SICK TIME, DISABILITY, WORKERS’ COMPENSATION AND MATERNITY LEAVE

Section 18.1 – Incidental Sick Days

1. Sick time shall be credited to each Active Full-Time employee, , on January 1st of each calendar year based on the number of years of service they have completed by December 31st of that same year. Sick time is as below:

Two (2) years or less worked	5 days
Between two (2) years and up to three (3) years worked	8 days
More than three (3) years worked	12 days

2. Incidental sick days will be granted at a maximum of twelve (12) days per year. In addition, employees who as of January 1, 1994 were eligible for a maximum of fifteen (15) paid sick days will receive twelve (12) paid sick days with the additional three (3) days accrued for pension purposes only.
3. Employees are to call into a number to be assigned by the Town when unable to report to work.

Town Hall/Office Personnel	8:45 a.m. – 9:15 a.m.
All others	15 minutes prior to starting time

Employees who fail to report more than one time in a calendar year as required by #3 above, may be subject to progressive discipline. Employees without benefit time will not be paid for time not worked.

4. The Town reserves the right to require the employee to produce a doctor’s certificate verifying the employee’s illness after an employee has called in sick for three (3) or more days.
5. Workers’ Compensation time off must be substantiated by an acceptable doctor’s certificate.
6. If an employee fails to produce satisfactory verification of illness, they shall not be entitled to holiday pay, such as a doctor’s note, as set forth in Article XX, if the day of the unverified illness is normally a scheduled work day immediately preceding or following a holiday.
7. Sick time is for doctor’s appointments and illnesses only and shall not be abused. Abuse of sick time may result in disciplinary action and possible discharge.
8. For new hires, no charges against sick time may be taken until the employee has completed one-hundred and sixty-five (165) calendar days of service.

9. Upon termination or retirement, all unused incidental sick time up to a maximum of one hundred sixty-five (165) days may be applied toward total service credit – See Retirement section for further details.
10. The use of sick time to attend to and care for ill immediate family members is permitted, but not to exceed five (5) days per year.
11. In the event that an employee calls in sick and has no sick time, the ability to use other time banks must be approved by the Department Head.

Section 18.2 – Attendance Incentive

Employees who from January 1st to June 30th and from July 1st to December 31st have not used any sick time or had any unpaid absences, will receive a bonus of one day's pay at their regular hourly rate of pay during that period.

1. The term unpaid absences shall include unpaid incidents of tardiness, provided however, that no employee shall be considered ineligible for the attendance incentive if during the six (6) month period upon which the incentive eligibility is based that employee did not have more than four (4) incidents of unpaid tardiness and the employee's total unpaid tardiness during that period was not more than ninety (90) minutes.
2. Wherever an employee is absent or tardy due to unforeseen and extraordinary circumstances, the Town, in its discretion, may excuse such absence or tardiness and any excused absence of tardiness shall not be considered when determining whether that employee is eligible for an attendance incentive.

Section 18.3 – Disability Insurance Benefits

1. Applicability – this section of the Town's Disability policy includes the base insurance benefit as mandated by the State as well as an enhanced benefit that provides additional compensation for Full-Time employees who are unable to work due to illness, injury, or other disability, except for those covered in subsequent sections:
 - a. Work related incidents or conditions are covered under Section 15.4 Worker's Compensation
 - b. Disability due to child birth are covered under Section 15.5 Maternity Leave

Employees who have not completed their one-year probationary period are not eligible for the Enhanced Disability Leave Benefits. Disability Leave will be designated as FMLA Leave and will run concurrently with the Family Medical Leave Act provisions.

2. Commencement of Disability Leave Benefits – Disability Leave Benefits do not commence until an employee has been out of work for at least seven (7) consecutive calendar days.

During that first week, the Employee must expend Sick Time or other Paid Time Off in order to receive compensation. Prior to the commencement of coverage on or after the eighth (8th) consecutive calendar day, the employee must provide a completed Form DB-450, available from the Town, including completion of the Doctor's portion of the Form. The Town's disability insurance carrier will process the form to determine the base coverage. The Town may then notify the employee, within three (3) days of receiving the determination from the disability insurance carrier, that the Town is requiring the employee to also see a Town Doctor for a second opinion on the medical condition in order to receive the Enhanced Disability Leave Benefits. If the Town's doctor and the employee's doctor are not in agreement, the two (2) doctors will mutually select a neutral third-party doctor who shall make the determination.

3. Base Disability Leave Benefits through Disability Insurance Coverage – if the Town's disability insurance carrier approves payment through the disability insurance coverage, the amount of that payment and the duration of that payment are determined by the disability insurance carrier in compliance with all Federal and State laws, policies and processes.
4. Enhanced Disability Leave Benefits from the Town – for any approved Disability Leave for an eligible Full-Time Employee, commencing on the eighth (8th) consecutive calendar day after the employee first took Leave due to the injury or illness, the Town will pay the employee as follows:
 - a. For the first thirty (30) calendar days, the difference between the amount provided to the employee under disability insurance coverage and an amount equal to the employee's Full-Time base pay.
 - b. For a period of time beginning on the 31st calendar day, the difference between the amount provided to the employee under disability insurance coverage and an amount equal to four-fifths (4/5th) of the employee's Full-Time base pay. The employee may supplement this compensation to bring it to full pay using Sick Time, Accrued Past-Year Sick Time (see Paragraph 7 below), Vacation Time, Compensatory Time, or any other bank of Paid Time Off available to the employee.
 - c. The Town will not make the employee wait for their disability insurance coverage check, but instead will process the paycheck equal to the full amount owed to the employee and will be reimbursed by the disability insurance carrier when the check arrives.
5. Continuation of Benefits – While on disability leave, the Town will continue all current benefits, including medical coverage and dental coverage, the employee remains responsible for their portion of the premium.
6. Duration of Disability Leave Benefits – The duration of Base Disability Leave Benefits will continue as per the disability insurance carrier, in accordance with all applicable Federal and New York State Laws. The duration of Enhanced Disability Leave Benefits will continue through the 165th calendar day after the employee first went on Disability Leave.

7. Accrual of Unused Sick Time for Use with Disability Leave – The Town currently accrues Unused Sick Time for use with New York State Retirement. The Town would allow an employee to use any Unused Sick Time that has accrued since January 1, 2017 to be applied towards supplementing compensation for Enhanced Disability Leave Benefits (see Paragraph 4 above). In addition, if an employee were to go on Disability at a time when they had fewer than 5-days Paid Time Off, whether in the form of Sick Time, Vacation Time, or other Paid Time Off, the employee can request to “borrow” Sick Time or Vacation Time from their next January 1st allotment in order to meet the requirement of using Paid Time Off during the first seven (7) calendar days of Disability Leave, as per Paragraph 2 above. When they receive their next January 1st allotment, any “borrowed time” will be deducted accordingly. If an employee leaves employment prior to that January 1st allotment, any “borrowed time” would be deducted from any Accrued Unused Sick Time. Any Accrued Unused Sick Time that is deducted in this manner or that is applied towards supplementing compensation for Enhanced Disability Leave Benefits will be deducted from the total of Accrued Unused Sick Time and as such those deducted amounts will not be applied upon retirement for use with the New York State Retirement.
8. When an employee has been cleared by a doctor for modified duty, the employee is expected to return to work and the Town is expected to provide work activities that are consistent with the doctor’s orders.
9. If there is a dispute between the Town’s insurance carrier or employee’s doctor as to the disability, including the parameters of modified duty, the Town and Union agree that an independent third-party doctor chosen by mutual agreement between the insurance carrier and the employee’s doctor will determine if the employee is disabled or not.
10. Any employee who is on leave and receiving Disability Insurance Benefits pursuant to the terms of the prior Agreement as of the effective date of this Agreement shall henceforth be entitled only to the benefits of the terms of this newly effective Disability Insurance Benefits Article 18.3 and any and all benefits available under the prior Agreement shall cease, effective immediately.

Section 18.4 – Workers’ Compensation

1. The Town is covered under statutory state workers’ compensation laws. Employees who sustain work-related injuries or illnesses must immediately notify their Department Head. Employees may use their accrued time for the first five (5) days of leave. After the fifth (5th) day, the Town will pay the difference between the workers’ compensation insurance coverage and the Full-Time employees base pay for a period of up to one hundred sixty-five (165) calendar days. After one hundred and sixty-five (165) calendar days have passed since the incident occurred, the Employee will be paid equal to the amount received from Workers’ Compensation Insurance.
2. Any time spent on Workers’ Compensation counts as part of the employee’s FMLA leave (to the extent that it qualifies).

3. When an employee has been cleared by a doctor for modified duty, the employee is expected to return to work and the Town is expected to provide work activities that are consistent with the doctor's orders.
4. If an employee who has accepted a New York State Workers' Compensation Law settlement of a claim pursuant to Worker's Compensation Law Section 32 requires time off for treatment of injuries resolved by a Section 32 agreement, the Town's Worker's Compensation obligation under this article will only apply if the Employee receives approval of the claim from the Worker's Compensation Carrier. If the claim is denied then the employee may use other available paid time off, including sick, vacation, or personal time off. If no such paid time off is available, the employee shall not be entitled to compensation from the Town for the time off required.

Section 18.5 – Maternity Leave

1. Applicability – this section of the Town's Disability policy covers disability leave arising out of childbirth as well as providing for additional leave arising out of the birth or adoption of a child into the family. All full-time employees are eligible to receive Maternity Leave.
2. Payment and Length of Disability – all Full-Time employees who give birth or adopt a child shall be entitled to the following benefits:
 - a. The employee shall receive full pay for the period of her disability.
 - b. The maternity leave shall not exceed one (1) year from the Exit Date (See Paragraph 3).
3. Authorization of Exit Date -- the exit date for employees taking maternity leave shall be determined solely by the employee's physician who will determine the employee's physical ability to perform their duties. The Town shall be given reasonable notice of such date(s).
4. Authorization of Return Date – notwithstanding the original term of the maternity leave, the employee may return to their employment duties after she has been physically judged able to so return by her physician. Should the employee seek additional time, it will be in accordance with FMLA.
5. Payment of Maternity Leave – A pregnancy-related disability or normal childbirth shall be treated in the same manner as any other non-occupational disability in respect to sick leave benefits, except as detailed in this section and that pregnancy-related disability shall be certified by the attending physician, prior to the payment of sick time benefits to which the employee may be entitled.
6. Additional Leave for the Birth or Adoption of a Child – Employees whose spouse give birth or who adopts a child, shall be entitled to five (5) days of paid leave starting from the time of birth or adoption of their child.

ARTICLE XIX – PERSONAL TIME OFF (“PTO”)

All Active regular Full-Time” employees are entitled to time off to attend to personal business.

1. Personal time off (PTO) in the amount of twenty-four (24) hours shall be credited to employees each January 1st for all Active Full-Time Employees.
2. For new hires, no PTO may be taken until the employee has completed one hundred sixty-five (165) days of service.
3. Permission for PTO time must be requested in advance from the employee’s Department Head.
4. The Town may not require knowing the purpose of the time off nor must the employee furnish the reason.
5. Unused PTO shall be non-accruable upon completion of each year of service and upon retirement, resignation or termination.
6. The minimum amount of time an employee can use for PTO shall be one (1) hour.

ARTICLE XX – HOLIDAYS

1. The Town and Union agree to thirteen (13) holidays per year. Holidays include the following:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Explorer's Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve *
Christmas Day

* Employees designated by the Town shall receive Christmas Eve as a full day paid holiday. Employees not designated by the Town to receive Christmas Eve as a full day paid holiday, shall receive the normal one-half (1/2) paid holiday for New Year's Eve.

If holiday falls on Saturday, the paid holiday will be observed the day before, on Friday. If the holiday falls on Sunday, the paid holiday will be observed the day after, on Monday.

If the Holiday falls during an employee's vacation, he/she will not be charged for a vacation day.

2. Hourly pay for observed holidays shall be computed on the basis of an employee's base hourly rate.
3. For all employees scheduled to work on a holiday, the rate of pay shall be holiday pay, plus one and one-half (1 ½) times the employee's regular rate for all hours worked.
4. Active Regular Full-Time employees, at the time of the holiday, will be eligible for holiday pay. The employee must have worked the last work-day immediately preceding the holiday and the next work day immediately subsequent to the holiday in order to receive the above-mentioned benefits, unless prior approval by the Department Head is obtained or in the case of an illness, production of satisfactory verification of the illness, such as a doctor's note.

ARTICLE XXI – BEREAVEMENT

1. All Full-Time employees will be granted five (5) work days leave with pay due to the death of the employee’s husband, wife, significant other residing in the same household, son, daughter, step-child, adopted child, mother, father, brother and sister.
2. All Full-Time employees will be granted three (3) work days leave with pay due to the death of the employee’s step-mother, step-father, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather or grandchild.
3. Any Full-Time employee who was on an approved and scheduled vacation when a death in their immediate family occurs shall be entitled to request that a maximum of three (3) vacation days be returned to their accrued vacation pool for future use.

ARTICLE XXII – JURY DUTY

The Town supports the duty and responsibility each of us has in serving as a juror.

1. Any regular Full-Time employee who is called to Jury Duty shall be granted up to two (2) weeks of duty with full pay, based on the employee’s regular base pay for the regularly scheduled hours, less any amounts received as juror’s fees.
2. Should the Jury Duty extend beyond the two (2) week period, Full-Time employees shall receive compensation based on their regular base pay for the regularly scheduled hours, less any amounts received as juror’s fees.
3. Should an employee be called for jury duty and subsequently dismissed with a minimum of three (3) hours remaining in the regular work shift, the employee is expected to return to work to finish their regularly scheduled work shift.
4. To receive compensation, an employee must furnish a certificate of proof of jury duty service, the dates of jury duty and of any earnings received, indication the exact amount received and the dates for which payment was made.

ARTICLE XXIII – FAMILY AND MEDICAL LEAVE

The Town in accordance with the Family and Medical Leave Act of 1993 (“FMLA”), gives eligible employees of the Town the right to take unpaid leave for a period of up to twelve (12) work weeks in a twelve (12) month period. The Town will compute the twelve-month period using the Department of Labor’s “rolling year” method, measured backward from the date an employee uses leave under this policy.

1. Employees are eligible if they have been employed by the Town for a minimum of one (1) year and have worked at least 1,250 hours of service during the previous twelve-month period.

Generally, eligible employees who have not exhausted their leave entitlement may take FMLA leave for one or more of the following reasons:

- a. The birth of a child and to care for the child (until the child reaches the age of one (1) year)
 - b. The adoption of a child and to care for the child (within twelve (12) months of the adoption)
 - c. The placement with the employee of a child in foster care (within twelve (12) months of placement)
 - d. To care for a spouse, child, or parent who has a serious health condition as defined by the FMLA.
 - e. A serious health condition of the employee, as defined by the FMLA, which prevents the employee from performing their job.
 - f. Because of a "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of the employee, who is a reservist or retired member of the Regular Armed Forces or Reserves, is on federal active duty, or has received a federal call to active duty status (as defined by the Department of Labor).
 - g. The Federal FMLA also includes a special leave entitlement which permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. This leave applies if the employee is the spouse, son, daughter, parent, domestic partner, or next of kin caring for a covered military service member or veteran recovering from an injury or illness suffered while on active duty in the armed forces or that existed before the beginning of the member's active duty and was aggravated by service or that manifested itself before or after the member became a veteran.
 - h. "Serious health condition" under the FMLA means an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period or incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
2. Employees must apply for a leave of absence preferably at least thirty (30) days before the commencement of the leave. Although it may not be practical to apply for a Medical Leave in advance, the employee must apply for a leave as soon as possible. An employee who requests a leave of absence will be advised of the conditions upon which the leave will be granted, including any requirement to provide medical certification to support the leave request. The amount of unused leave available to the employee is calculated using the preceding twelve (12) month period from the date the employee commences the leave of absence.
 3. The Town shall require an employee to use their accrued sick days during a Medical Leave. The Town shall require the employee to use their accrued vacation, sick days, and personal days during a Family Medical Leave or Child Care Leave. An employee with three or more years of service shall receive their regular base pay during an approved Medical leave of Absence reduced by any other benefits or payments available to the employee.

A leave of absence granted under this Article shall run concurrently with statutorily required leaves of absence.

ARTICLE XXIV– MILITARY LEAVE

Section 24.1 – New York Military Law

Military leave, including temporary military leave, shall be granted to Town employees in accordance with Section 242 and Section 243 of the New York State Military Law.

Section 24.2 – Scheduling

Military leave time does not need to be scheduled during vacation, sick time or personal time off, but sufficient advance notice must be given. The employee’s position will be guaranteed for one-year (1-year) time, or longer if approved by the Department Head and Town Supervisor prior to deployment. If active deployment exceeds one-year and the employee’s position has been filled by a permanent replacement, the employee who went on military leave shall be considered top priority for rehiring when a position becomes available for which the now former employee is qualified to fulfill.

ARTICLE XXV – RETIREMENT

Section 25.1 – New York State Retirement System

The Town employees covered by this Agreement are eligible for membership in the New York State Employees Retirement System (“NYSERS”). The benefits provided include death and disability benefits in addition to one of several service retirement benefits.

The NYSERS Plans

- Tier One: Employees hired previous to July 1, 1973 - may include persons making voluntary contributions.
- Tier Two: Employees hired July 1, 1973 to July 26, 1976 – non-contributory plan.
- Tier Three: Employees hired July 27, 1976 to August 31, 1983 – 3% contributory plan for a statutory number of years.
- Tier Four: Employees hired September 1, 1983 to December 31, 2009 – 3% contributory plan for a statutory number of years.
- Tier Five: Employees hired January 1 2010 to March 31, 2012 – 3% contributory plan for length of employment.
- Tier Six: Employees hired April 1, 2012 or after – 3% to 6% contributory plan based on yearly earnings.

Visit <http://www.osc.state.ny.us/retire> for more information.

Section 25.2 – Payments Due Employees at Time of Retirement

Retiring employees will be paid the following upon retirement:

1. All hours worked through date of retirement.
2. All unused earned and accrued vacation time.

Section 25.3 – Continuation of Town Benefits During Retirement

Retiring employees will be eligible for the following continuation of benefits:

1. **Health Insurance Benefits:**
For employees who have twenty-five (25) or more years of service with the Town immediately preceding the date of retirement and retire into the New York State Retirement System, the Town will contribute 80% of the cost of a single plan toward continued coverage under the Finger Lakes Municipal Health Insurance Trust Core or HDHP \$3,000/\$6,000 plans up to the age of Medicare eligibility, with a cap of \$541.67 per month.
2. **Life Insurance Benefits:**
For employees who retire from the Town into the New York State Retirement System, the Town will continue the group life insurance coverage for an amount of \$5,000 for a period six (6) months for every year employed by the Town, commencing immediately following the retirement date.
3. **Unused Sick Days:**
Per Section 41(j) of the Retirement and Social Security Law (RSSL), upon retirement all unused incidental sick time up to a maximum of one hundred sixty-five (165) days may be applied toward total service credit.

ARTICLE XXVI – LAY OFF'S

1. Any Full-Time employee laid off because of the need for a reduction of the work force shall be paid, at the termination of employment, a severance allowance based on years of service with the Town. Service shall be the total time period an employee has been on the Town payroll.
 - a. After one (1) year of service with the Town, one (1) week's pay for each year or fraction thereof, up to five (5) years or fraction thereof.
 - b. From six (6) years to ten (10) years of service with the Town, two (2) week's pay for each year or fraction thereof.
 - c. From eleven (11) years or greater of service with the Town, three (3) week's pay for each year of fraction thereof.

2. Employees placed on furlough, will not receive any severance payment unless the furlough extends to one (1) year and one (1) day. During the furlough period, employees are eligible for any New York State Unemployment benefits available to them.
3. Any reduction of Competitive Class employees shall be consistent with Section 80 and Section 81 of Civil Service Law.
4. In the event of a reduction in the workforce, the employees being laid off shall receive fourteen (14) calendar days' notice. Payment may be made in lieu of notice.
5. Employees in the Non-Competitive or Labor Class who are laid off, whose Full-Time positions are abolished or who are displaced due to a transfer by an employee with greater Seniority, shall have recall rights with the Town for one (1) year to a position they are qualified to perform subject to the grievance and arbitration procedures.
6. In the event of a reduction in workforce, no Full-Time employee will be laid off until all Part-Time employees in the town who are in the same or similar job classification that the Full-Time employee is qualified to perform are laid off.
7. In the event of a reduction of the workforce:
 - a. Employees to be laid off shall be by inverse Seniority.
 - b. Employees subject to layoff shall be offered a transfer to another job they are qualified to perform for the Town, providing the laid off employee possesses greater Seniority than the employee to be displaced.
8. In the event an employee has exercised their Seniority to displace an employee in another department, they will have the first preference of transferring back to their original job/department prior to any person from outside of the Union being hired.
9. Any openings to be filled after said restorations have been made, shall be filled by any persons, by Seniority, who were laid off and are qualified to perform the necessary job functions.

ARTICLE XXVII – USE OF PERSONAL VEHICLES

Employees who receive authorization from their Department Heads to use their private vehicle for Town business shall be reimbursed by the Town at the rate set by the Town Board at the annual Organization Meeting.

ARTICLE XXVIII – SAFETY

Section 28.1 – Work Shoes

Employees of the DPW and any employee mandated to be in the field as mutually agreed upon between the Town and the Union will be allowed \$150.00 per year for safety shoes that meet OSHA standards and the approval of the Safety Officer.

Section 28.2 – Safety Measures

The Town shall provide all safety equipment per OSHA requirements to all employees of the DPW, certain employees of the Recreation Center(s) and any employee mandated to be in the field as mutually agreed upon between the Town and the Union.

ARTICLE XXIX – PESTICIDE LICENSE

For those employees assigned to the DPW and approved to perform pesticide services for the Town, the Town shall pay for the cost of a pesticide license.

ARTICLE XXX – TEMPORARY EMPLOYEES

1. The Town agrees that temporary employees will not be utilized to replace permanent employees. When temporary employees are utilized by the Town, the length of time shall not exceed six (6) months in a twelve (12) month consecutive period. The six (6) month restriction may be extended mutually by the Union and the Town.
- 2- Upon written request by the Union, but no more frequently than once in a six (6) month period, the Town shall provide the Union with a list of all regular part-time and all temporary or seasonal employees, with information that indicates the employee's job title, date of hire, and summary of hours worked in the preceding six (6) month period,

ARTICLE XXXI – PRESERVATION OF WORK UNIT

1. Recognizing the Town’s interest in providing efficient and competent services to its constituents and the Union’s interest in preserving the jobs of its members, the Parties agree that the future transfer or allocation of that work:
 - a. is necessary to respond to all emergency need for services, or
 - b. will not result in the layoff or involuntary transfer of any Union employee, will not diminish the regular pay and fringe benefits of any Union employee and will not unreasonably reduce the amount of overtime work assigned to current Union employees.
2. If the Town has available equipment and qualified Full-Time employees to perform work that otherwise would be assigned to private entities, without adding unreasonably to the overtime worked on an annual basis by these Town employees, and if using Town employees to perform the work in question will not adversely affect the performance of other duties and responsibilities assigned to these Town employees, the Town agrees that it will not subcontract the work in question to private entities, except to respond to an emergency need for services or by mutual agreement with the Union.
3. Where the Town is contemplating subcontracting or assignment of work to private entities in non-emergency situations, it will notify the Union of its intentions and, upon request, will meet with the Union to discuss whether such subcontracting is permissible under this Article. If the Town and the Union are unable to agree whether or not the contemplated subcontracting or assignment of work is permissible under this Article, within ten (10) business days of the Town’s notice to the Union of its intent to consider subcontracting or assignment of work to a private entity, then this matter shall be referred immediately to arbitration, by requesting the services from an arbitrator that has been approved by both the Town and the Union, a list of which is attached as, “Appendix I -- Approved Arbitrators.” The arbitrator who is able to provide the parties with the first available date for arbitration shall be appointed. The arbitrator’s authority shall be limited to determining whether the proposed subcontracting or assignment of work to private entities is permissible under this Article. The arbitrator’s decision shall be issued within ten (10) business days of the close of the arbitration hearing and shall be final and binding on the parties. Absent an emergency, it is understood that the work at issue will not be assigned to a private entity before receipt of the arbitrator’s decision.
4. Except as expressly provided in this Article, the restrictions of this Article shall not apply to work which previously has not been regularly performed by Full-Time employees and shall not affect the timely use of part-time, temporary or seasonal employees as permitted under the labor Agreement between the Town and the Union.
5. This Agreement shall operate prospectively and shall not alter or affect any existing arrangements, contracts or practices regarding past or current assignments of work to private entities.
6. The Union, once it has been provided with all pertinent information, agrees it will continue to be reasonable in its decisions concerning the use of outside contractors.

ARTICLE XXXII – STRIKES

During the life of this Agreement, no employee shall engage in any work stoppage, slow-down, strike, sympathy strike or any interference with the operation of the Town.

ARTICLE XXXIII – DURATION, SCOPE OF AGREEMENT and FUTURE NEGOTIATIONS

Section 33.1 – Duration

The term of this Agreement shall be effective, December 1, 2021 and shall end on December 31, 2024.

Only those Full-Time employees as of the effective date of this Agreement are eligible for any of the rights and benefits provided under this Agreement including, but not limited to, the 2021 retroactive pay provided per Section 15.1.

Section 33.2 – Scope of Agreement

This Agreement may be modified or amended during the term of this Agreement, if mutually agreed to by both Parties.

Either Party may notify intent to modify or amend this Agreement by mutual agreement of the Parties.

Section 33.3 – Future Negotiations

The Parties mutually agree that negotiations for the 2025 Agreement will commence by September 1, 2024. In the event that the Parties do not agree to a new Agreement by December 1, 2024, then all conditions and terms of this Agreement shall remain in full force and in effect until a new Agreement by and between the Parties hereto.

APPENDIX B – PAYROLL DEDUCTION AUTHORIZATION FOR ROADRUNNERS

**TOWN OF HENRIETTA ROADRUNNERS ASSOCIATION
AFFILIATED WITH
COMMUNICATIONS WORKERS OF AMERICA LOCAL 1170**

Name _____ Phone No. _____

Address _____

(Street, City, State, and Zip Code)

Social Security No. _____ Date of Hire _____

Employer _____ Job Title _____

Location _____

I, the undersigned, hereby designate CWA Local 1170, as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare. Please consider this your authority to deduct from my salary or wages an amount certified by the union as my current monthly dues. The amount deducted shall be paid to CWA Local 1170.

I understand that this authorization is continuous and carries over from year to year. I further understand that I may revoke my voluntary authorization for my employer to deduct and assign dues to CWA Local 1170. In order to withdraw my authorization, I must mail written notice to CWA Local 1170 within the thirty-day period immediately preceding the anniversary of my employment date addressed to the Union's Membership Department, at 1451 Lake Avenue, Rochester, NY 14615 and to the payroll department of my employer. In so doing, I will withdraw my authorization as of thirty days from CWA Local 1170's receipt of my written withdrawal. Should any portion of this agreement be held to be unlawful, the remainder will remain in effect and enforceable to the full extent permitted by law.

By signing this card, I am becoming a member of CWA Local 1170 and agree to follow and abide by the Bylaws and the National Constitution.

Signature _____ Date _____

APPENDIX A – SIGNATURE PAGE

This Agreement is entered into this 9th day of December, 2021.

For the Town:






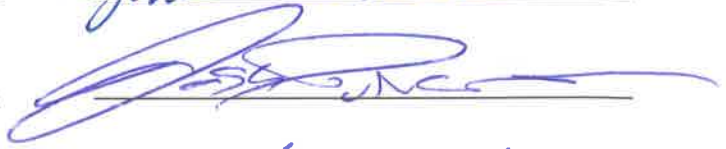








For the Union:









APPENDIX C – 2021 WAGE TABLE

2021 Wage Table

Function	Job Title	Step 0 (if necessary for OOT pay)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Town Hall Office	Receptionist	\$ 14.82	\$ 15.04	\$ 15.27	\$ 15.50	\$ 15.73	\$ 15.97	\$ 16.20	\$ 16.45	\$ 16.69
	Office Clerk IV	\$ 15.68	\$ 15.92	\$ 16.15	\$ 16.40	\$ 16.64	\$ 16.89	\$ 17.15	\$ 17.40	\$ 17.66
	Office Clerk III	\$ 17.09	\$ 17.35	\$ 17.61	\$ 17.87	\$ 18.14	\$ 18.41	\$ 18.69	\$ 18.97	\$ 19.25
	Office Clerk II	\$ 18.66	\$ 18.94	\$ 19.22	\$ 19.51	\$ 19.81	\$ 20.10	\$ 20.40	\$ 20.71	\$ 21.02
	Secretary	\$ 20.72	\$ 21.03	\$ 21.35	\$ 21.67	\$ 21.99	\$ 22.32	\$ 22.66	\$ 23.00	\$ 23.34
	Admin Asst	\$ 26.47	\$ 26.88	\$ 27.28	\$ 27.69	\$ 28.10	\$ 28.53	\$ 28.95	\$ 29.39	\$ 29.83
Town Hall Assessor	Real Property Aid	\$ 15.78	\$ 16.02	\$ 16.26	\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.26	\$ 17.52	\$ 17.78
Town Hall Engineering	Drafting Tech	\$ 17.09	\$ 17.35	\$ 17.61	\$ 17.87	\$ 18.14	\$ 18.41	\$ 18.69	\$ 18.97	\$ 19.25
	GIS Technician	\$ 20.72	\$ 21.03	\$ 21.35	\$ 21.67	\$ 21.99	\$ 22.32	\$ 22.66	\$ 23.00	\$ 23.34
	GIS Operator B	\$ 23.08	\$ 23.44	\$ 23.79	\$ 24.14	\$ 24.51	\$ 24.87	\$ 25.25	\$ 25.63	\$ 26.01
	GIS Operator A	\$ 25.45	\$ 25.84	\$ 26.23	\$ 26.62	\$ 27.02	\$ 27.43	\$ 27.84	\$ 28.26	\$ 28.68
	Engineering Insp	\$ 26.47	\$ 26.88	\$ 27.28	\$ 27.69	\$ 28.10	\$ 28.53	\$ 28.95	\$ 29.39	\$ 29.83
	Jr. Engineer	\$ 27.32	\$ 27.74	\$ 28.16	\$ 28.58	\$ 29.01	\$ 29.44	\$ 29.88	\$ 30.33	\$ 30.79
	Asst Engineer	\$ 27.59	\$ 28.01	\$ 28.43	\$ 28.86	\$ 29.29	\$ 29.73	\$ 30.18	\$ 30.63	\$ 31.09
Town Hall Building & Code	Code Comp Insp	\$ 23.08	\$ 23.44	\$ 23.79	\$ 24.14	\$ 24.51	\$ 24.87	\$ 25.25	\$ 25.63	\$ 26.01
	Asst Bldg Insp	\$ 23.52	\$ 23.88	\$ 24.24	\$ 24.60	\$ 24.97	\$ 25.35	\$ 25.73	\$ 26.11	\$ 26.51
Recreation	Rec Assistant B	\$ 15.68	\$ 15.92	\$ 16.15	\$ 16.40	\$ 16.64	\$ 16.89	\$ 17.15	\$ 17.40	\$ 17.66
	Rec Assistant A	\$ 18.66	\$ 18.94	\$ 19.22	\$ 19.51	\$ 19.81	\$ 20.10	\$ 20.40	\$ 20.71	\$ 21.02
	Rec Leader	\$ 20.72	\$ 21.03	\$ 21.35	\$ 21.67	\$ 21.99	\$ 22.32	\$ 22.66	\$ 23.00	\$ 23.34
	Rec Supervisor	\$ 23.52	\$ 23.88	\$ 24.24	\$ 24.60	\$ 24.97	\$ 25.35	\$ 25.73	\$ 26.11	\$ 26.51
	Sr. Rec	\$ 27.59	\$ 28.01	\$ 28.43	\$ 28.86	\$ 29.29	\$ 29.73	\$ 30.18	\$ 30.63	\$ 31.09
DPW Maint Mech	Laborer	\$ 17.09	\$ 17.35	\$ 17.61	\$ 17.87	\$ 18.14	\$ 18.41	\$ 18.69	\$ 18.97	\$ 19.25
	MMIII	\$ 20.72	\$ 21.03	\$ 21.35	\$ 21.67	\$ 21.99	\$ 22.32	\$ 22.66	\$ 23.00	\$ 23.34
	MMII	\$ 23.08	\$ 23.44	\$ 23.79	\$ 24.14	\$ 24.51	\$ 24.87	\$ 25.25	\$ 25.63	\$ 26.01
	MMI	\$ 24.82	\$ 25.20	\$ 25.58	\$ 25.96	\$ 26.35	\$ 26.75	\$ 27.15	\$ 27.56	\$ 27.97
	MMI as of date contract signed	\$ 25.20	\$ 25.58	\$ 25.96	\$ 26.35	\$ 26.75	\$ 27.15	\$ 27.56	\$ 27.97	\$ 28.39
DPW Motor Equip Operators	Laborer	\$ 17.09	\$ 17.35	\$ 17.61	\$ 17.87	\$ 18.14	\$ 18.41	\$ 18.69	\$ 18.97	\$ 19.25
	GEO	\$ 17.09	\$ 17.35	\$ 17.61	\$ 17.87	\$ 18.14	\$ 18.41	\$ 18.69	\$ 18.97	\$ 19.25
	MEO	\$ 20.72	\$ 21.03	\$ 21.35	\$ 21.67	\$ 21.99	\$ 22.32	\$ 22.66	\$ 23.00	\$ 23.34
	Sr. MEO	\$ 23.08	\$ 23.44	\$ 23.79	\$ 24.14	\$ 24.51	\$ 24.87	\$ 25.25	\$ 25.63	\$ 26.01
DPW Foreman	Labor Foreman	\$ 25.45	\$ 25.84	\$ 26.23	\$ 26.62	\$ 27.02	\$ 27.43	\$ 27.84	\$ 28.26	\$ 28.68
	Sr. Labor	\$ 26.47	\$ 26.88	\$ 27.28	\$ 27.69	\$ 28.10	\$ 28.53	\$ 28.95	\$ 29.39	\$ 29.83
	Foreman of	\$ 29.32	\$ 29.77	\$ 30.22	\$ 30.67	\$ 31.13	\$ 31.60	\$ 32.07	\$ 32.55	\$ 33.04
DPW Auto Mech	Auto Mechanic	\$ 23.08	\$ 23.44	\$ 23.79	\$ 24.14	\$ 24.51	\$ 24.87	\$ 25.25	\$ 25.63	\$ 26.01
	Fleet Maint Sup	\$ 30.45	\$ 30.92	\$ 31.38	\$ 31.85	\$ 32.33	\$ 32.81	\$ 33.31	\$ 33.81	\$ 34.31
DPW Sign Shop	Sign Shop	\$ 17.09	\$ 17.35	\$ 17.61	\$ 17.87	\$ 18.14	\$ 18.41	\$ 18.69	\$ 18.97	\$ 19.25
	Sign Shop MEO	\$ 20.72	\$ 21.03	\$ 21.35	\$ 21.67	\$ 21.99	\$ 22.32	\$ 22.66	\$ 23.00	\$ 23.34
	Working Foreman of the	\$ 25.20	\$ 25.58	\$ 25.96	\$ 26.35	\$ 26.75	\$ 27.15	\$ 27.56	\$ 27.97	\$ 28.39
DPW Dispatcher	Dispatcher B	\$ 17.09	\$ 17.35	\$ 17.61	\$ 17.87	\$ 18.14	\$ 18.41	\$ 18.69	\$ 18.97	\$ 19.25
	Dispatcher A	\$ 23.08	\$ 23.44	\$ 23.79	\$ 24.14	\$ 24.51	\$ 24.87	\$ 25.25	\$ 25.63	\$ 26.01

APPENDIX D – 2022 WAGE TABLE

2022 Wage Table

Function	Job Title	Step 0 (if necessary for DOT pay)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Town Hall Office	Receptionist	\$ 15.11	\$ 15.34	\$ 15.57	\$ 15.81	\$ 16.04	\$ 16.28	\$ 16.53	\$ 16.78	\$ 17.03
	Office Clerk IV	\$ 15.99	\$ 16.23	\$ 16.48	\$ 16.72	\$ 16.98	\$ 17.23	\$ 17.49	\$ 17.75	\$ 18.02
	Office Clerk III	\$ 17.43	\$ 17.69	\$ 17.96	\$ 18.23	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.35	\$ 19.64
	Office Clerk II	\$ 19.03	\$ 19.32	\$ 19.61	\$ 19.90	\$ 20.20	\$ 20.50	\$ 20.81	\$ 21.12	\$ 21.44
	Secretary	\$ 21.13	\$ 21.45	\$ 21.77	\$ 22.10	\$ 22.43	\$ 22.77	\$ 23.11	\$ 23.46	\$ 23.81
	Admin Asst	\$ 27.00	\$ 27.41	\$ 27.83	\$ 28.24	\$ 28.67	\$ 29.10	\$ 29.53	\$ 29.98	\$ 30.43
Town Hall Assessor	Real Property Aid	\$ 16.10	\$ 16.34	\$ 16.59	\$ 16.83	\$ 17.09	\$ 17.34	\$ 17.60	\$ 17.87	\$ 18.14
Town Hall Engineering	Drafting Tech	\$ 17.43	\$ 17.69	\$ 17.96	\$ 18.23	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.35	\$ 19.64
	GIS Technician	\$ 21.13	\$ 21.45	\$ 21.77	\$ 22.10	\$ 22.43	\$ 22.77	\$ 23.11	\$ 23.46	\$ 23.81
	GIS Operator B	\$ 23.55	\$ 23.91	\$ 24.26	\$ 24.63	\$ 25.00	\$ 25.37	\$ 25.75	\$ 26.14	\$ 26.53
	GIS Operator A	\$ 25.96	\$ 26.36	\$ 26.75	\$ 27.16	\$ 27.56	\$ 27.98	\$ 28.40	\$ 28.82	\$ 29.25
	Engineering Insp	\$ 27.00	\$ 27.41	\$ 27.83	\$ 28.24	\$ 28.67	\$ 29.10	\$ 29.53	\$ 29.98	\$ 30.43
	Jr. Engineer	\$ 27.87	\$ 28.29	\$ 28.72	\$ 29.15	\$ 29.59	\$ 30.03	\$ 30.48	\$ 30.94	\$ 31.40
Asst Engineer	\$ 28.15	\$ 28.57	\$ 29.00	\$ 29.44	\$ 29.88	\$ 30.33	\$ 30.78	\$ 31.24	\$ 31.71	
Town Hall Building & Code	Code Comp Insp	\$ 23.55	\$ 23.91	\$ 24.26	\$ 24.63	\$ 25.00	\$ 25.37	\$ 25.75	\$ 26.14	\$ 26.53
	Asst Bldg Insp	\$ 24.00	\$ 24.36	\$ 24.73	\$ 25.10	\$ 25.47	\$ 25.86	\$ 26.24	\$ 26.64	\$ 27.04
Recreation	Rec Assistant B	\$ 15.99	\$ 16.23	\$ 16.48	\$ 16.72	\$ 16.98	\$ 17.23	\$ 17.49	\$ 17.75	\$ 18.02
	Rec Assistant A	\$ 19.03	\$ 19.32	\$ 19.61	\$ 19.90	\$ 20.20	\$ 20.50	\$ 20.81	\$ 21.12	\$ 21.44
	Rec Leader	\$ 21.13	\$ 21.45	\$ 21.77	\$ 22.10	\$ 22.43	\$ 22.77	\$ 23.11	\$ 23.46	\$ 23.81
	Rec Supervisor	\$ 24.00	\$ 24.36	\$ 24.73	\$ 25.10	\$ 25.47	\$ 25.86	\$ 26.24	\$ 26.64	\$ 27.04
	Sr. Rec	\$ 28.15	\$ 28.57	\$ 29.00	\$ 29.44	\$ 29.88	\$ 30.33	\$ 30.78	\$ 31.24	\$ 31.71
DPW Maint Mech	Laborer	\$ 17.43	\$ 17.69	\$ 17.96	\$ 18.23	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.35	\$ 19.64
	MMIII	\$ 21.13	\$ 21.45	\$ 21.77	\$ 22.10	\$ 22.43	\$ 22.77	\$ 23.11	\$ 23.46	\$ 23.81
	MMII	\$ 23.55	\$ 23.91	\$ 24.26	\$ 24.63	\$ 25.00	\$ 25.37	\$ 25.75	\$ 26.14	\$ 26.53
	MMI	\$ 25.70	\$ 26.09	\$ 26.48	\$ 26.88	\$ 27.28	\$ 27.69	\$ 28.11	\$ 28.53	\$ 28.96
DPW Maint Equip Operators	Laborer	\$ 17.43	\$ 17.69	\$ 17.96	\$ 18.23	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.35	\$ 19.64
	GEO	\$ 17.43	\$ 17.69	\$ 17.96	\$ 18.23	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.35	\$ 19.64
	MEO	\$ 21.13	\$ 21.45	\$ 21.77	\$ 22.10	\$ 22.43	\$ 22.77	\$ 23.11	\$ 23.46	\$ 23.81
	Sr. MEO	\$ 23.55	\$ 23.91	\$ 24.26	\$ 24.63	\$ 25.00	\$ 25.37	\$ 25.75	\$ 26.14	\$ 26.53
DPW Foreman	Labor Foreman	\$ 25.96	\$ 26.36	\$ 26.75	\$ 27.16	\$ 27.56	\$ 27.98	\$ 28.40	\$ 28.82	\$ 29.25
	Sr. Labor	\$ 27.00	\$ 27.41	\$ 27.83	\$ 28.24	\$ 28.67	\$ 29.10	\$ 29.53	\$ 29.98	\$ 30.43
	Foreman of	\$ 29.91	\$ 30.37	\$ 30.82	\$ 31.28	\$ 31.75	\$ 32.23	\$ 32.71	\$ 33.20	\$ 33.70
DPW Auto Mech	Auto Mechanic	\$ 23.55	\$ 23.91	\$ 24.26	\$ 24.63	\$ 25.00	\$ 25.37	\$ 25.75	\$ 26.14	\$ 26.53
	Fleet Maint Sup	\$ 31.06	\$ 31.54	\$ 32.01	\$ 32.49	\$ 32.98	\$ 33.47	\$ 33.97	\$ 34.48	\$ 35.00
DPW Sign Shop	Sign Shop	\$ 17.43	\$ 17.69	\$ 17.96	\$ 18.23	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.35	\$ 19.64
	Sign Shop MEO	\$ 21.13	\$ 21.45	\$ 21.77	\$ 22.10	\$ 22.43	\$ 22.77	\$ 23.11	\$ 23.46	\$ 23.81
	Working Foreman of the	\$ 25.70	\$ 26.09	\$ 26.48	\$ 26.88	\$ 27.28	\$ 27.69	\$ 28.11	\$ 28.53	\$ 28.96
DPW Dispatcher	Dispatcher B	\$ 17.43	\$ 17.69	\$ 17.96	\$ 18.23	\$ 18.50	\$ 18.78	\$ 19.06	\$ 19.35	\$ 19.64
	Dispatcher A	\$ 23.55	\$ 23.91	\$ 24.26	\$ 24.63	\$ 25.00	\$ 25.37	\$ 25.75	\$ 26.14	\$ 26.53

APPENDIX E – 2023 WAGE TABLE

2023 Wage Table

Function	Job Title	Step 0 (if necessary for OOT pay)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Town Hall Office	Receptionist	\$ 15.42	\$ 15.65	\$ 15.88	\$ 16.12	\$ 16.36	\$ 16.61	\$ 16.86	\$ 17.11	\$ 17.37
	Office Clerk IV	\$ 16.31	\$ 16.56	\$ 16.81	\$ 17.06	\$ 17.31	\$ 17.57	\$ 17.84	\$ 18.11	\$ 18.38
	Office Clerk III	\$ 17.78	\$ 18.05	\$ 18.32	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.03
	Office Clerk II	\$ 19.41	\$ 19.71	\$ 20.00	\$ 20.30	\$ 20.61	\$ 20.91	\$ 21.23	\$ 21.55	\$ 21.87
	Secretary	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.93	\$ 24.28
	Admin Asst	\$ 27.54	\$ 27.96	\$ 28.38	\$ 28.81	\$ 29.24	\$ 29.68	\$ 30.12	\$ 30.58	\$ 31.03
Town Hall Assessor	Real Property Assessor	\$ 16.42	\$ 16.67	\$ 16.92	\$ 17.17	\$ 17.43	\$ 17.69	\$ 17.96	\$ 18.22	\$ 18.50
Town Hall Engineering	Drafting Tech	\$ 17.78	\$ 18.05	\$ 18.32	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.03
	GIS Technician	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.93	\$ 24.28
	GIS Operator B	\$ 24.02	\$ 24.38	\$ 24.75	\$ 25.12	\$ 25.50	\$ 25.88	\$ 26.27	\$ 26.66	\$ 27.06
	GIS Operator A	\$ 26.48	\$ 26.89	\$ 27.29	\$ 27.70	\$ 28.11	\$ 28.54	\$ 28.96	\$ 29.40	\$ 29.84
	Engineering Insp	\$ 27.54	\$ 27.96	\$ 28.38	\$ 28.81	\$ 29.24	\$ 29.68	\$ 30.12	\$ 30.58	\$ 31.03
	Jr. Engineer	\$ 28.43	\$ 28.86	\$ 29.29	\$ 29.73	\$ 30.18	\$ 30.63	\$ 31.09	\$ 31.56	\$ 32.03
	Asst Engineer	\$ 28.71	\$ 29.15	\$ 29.58	\$ 30.03	\$ 30.48	\$ 30.93	\$ 31.40	\$ 31.87	\$ 32.35
Town Hall Building & Code	Code Comp Insp	\$ 24.02	\$ 24.38	\$ 24.75	\$ 25.12	\$ 25.50	\$ 25.88	\$ 26.27	\$ 26.66	\$ 27.06
	Asst Bldg Insp	\$ 24.48	\$ 24.85	\$ 25.22	\$ 25.60	\$ 25.98	\$ 26.37	\$ 26.77	\$ 27.17	\$ 27.58
Recreation	Rec Assistant B	\$ 16.31	\$ 16.56	\$ 16.81	\$ 17.06	\$ 17.31	\$ 17.57	\$ 17.84	\$ 18.11	\$ 18.38
	Rec Assistant A	\$ 19.41	\$ 19.71	\$ 20.00	\$ 20.30	\$ 20.61	\$ 20.91	\$ 21.23	\$ 21.55	\$ 21.87
	Rec Leader	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.93	\$ 24.28
	Rec Supervisor	\$ 24.48	\$ 24.85	\$ 25.22	\$ 25.60	\$ 25.98	\$ 26.37	\$ 26.77	\$ 27.17	\$ 27.58
	Sr. Rec	\$ 28.71	\$ 29.15	\$ 29.58	\$ 30.03	\$ 30.48	\$ 30.93	\$ 31.40	\$ 31.87	\$ 32.35
DPW Maint Mech	Laborer	\$ 17.78	\$ 18.05	\$ 18.32	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.03
	MMIII	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.93	\$ 24.28
	MMII	\$ 24.02	\$ 24.38	\$ 24.75	\$ 25.12	\$ 25.50	\$ 25.88	\$ 26.27	\$ 26.66	\$ 27.06
	MMI	\$ 26.21	\$ 26.61	\$ 27.01	\$ 27.42	\$ 27.83	\$ 28.25	\$ 28.67	\$ 29.10	\$ 29.54
DPW Maint Equip Operators	Laborer	\$ 17.78	\$ 18.05	\$ 18.32	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.03
	GEO	\$ 17.78	\$ 18.05	\$ 18.32	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.03
	MEO	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.93	\$ 24.28
	Sr. MEO	\$ 24.02	\$ 24.38	\$ 24.75	\$ 25.12	\$ 25.50	\$ 25.88	\$ 26.27	\$ 26.66	\$ 27.06
DPW Foreman	Labor Foreman	\$ 26.48	\$ 26.89	\$ 27.29	\$ 27.70	\$ 28.11	\$ 28.54	\$ 28.96	\$ 29.40	\$ 29.84
	Sr. Labor	\$ 27.54	\$ 27.96	\$ 28.38	\$ 28.81	\$ 29.24	\$ 29.68	\$ 30.12	\$ 30.58	\$ 31.03
	Foreman of	\$ 30.51	\$ 30.97	\$ 31.44	\$ 31.91	\$ 32.39	\$ 32.87	\$ 33.37	\$ 33.87	\$ 34.37
DPW Auto Mech	Auto Mechanic	\$ 24.02	\$ 24.38	\$ 24.75	\$ 25.12	\$ 25.50	\$ 25.88	\$ 26.27	\$ 26.66	\$ 27.06
	Fleet Maint Sup	\$ 31.68	\$ 32.17	\$ 32.65	\$ 33.14	\$ 33.64	\$ 34.14	\$ 34.65	\$ 35.17	\$ 35.70
DPW Sign Shop	Sign Shop	\$ 17.78	\$ 18.05	\$ 18.32	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.03
	Sign Shop MEO	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.93	\$ 24.28
	Working Foreman of the	\$ 26.21	\$ 26.61	\$ 27.01	\$ 27.42	\$ 27.83	\$ 28.25	\$ 28.67	\$ 29.10	\$ 29.54
DPW Dispatcher	Dispatcher B	\$ 17.78	\$ 18.05	\$ 18.32	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.03
	Dispatcher A	\$ 24.02	\$ 24.38	\$ 24.75	\$ 25.12	\$ 25.50	\$ 25.88	\$ 26.27	\$ 26.66	\$ 27.06

APPENDIX F – 2024 WAGE TABLE

2024 Wage Table

Function	Job Title	Step 0 (if necessary for OOT pay)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Town Hall Office	Receptionist	\$ 15.72	\$ 15.96	\$ 16.20	\$ 16.45	\$ 16.69	\$ 16.94	\$ 17.20	\$ 17.45	\$ 17.72
	Office Clerk IV	\$ 16.64	\$ 16.89	\$ 17.14	\$ 17.40	\$ 17.66	\$ 17.93	\$ 18.19	\$ 18.47	\$ 18.74
	Office Clerk III	\$ 18.13	\$ 18.41	\$ 18.68	\$ 18.96	\$ 19.25	\$ 19.54	\$ 19.83	\$ 20.13	\$ 20.43
	Office Clerk II	\$ 19.80	\$ 20.10	\$ 20.40	\$ 20.71	\$ 21.02	\$ 21.33	\$ 21.65	\$ 21.98	\$ 22.31
	Secretary	\$ 21.98	\$ 22.32	\$ 22.65	\$ 22.99	\$ 23.34	\$ 23.69	\$ 24.04	\$ 24.40	\$ 24.77
Admin Asst	\$ 28.09	\$ 28.52	\$ 28.95	\$ 29.38	\$ 29.83	\$ 30.27	\$ 30.73	\$ 31.19	\$ 31.66	
Town Hall Assessor	Real Property Aid	\$ 16.75	\$ 17.00	\$ 17.26	\$ 17.51	\$ 17.78	\$ 18.04	\$ 18.31	\$ 18.59	\$ 18.87
Town Hall Engineering	Drafting Tech	\$ 18.13	\$ 18.41	\$ 18.68	\$ 18.96	\$ 19.25	\$ 19.54	\$ 19.83	\$ 20.13	\$ 20.43
	GIS Technician	\$ 21.98	\$ 22.32	\$ 22.65	\$ 22.99	\$ 23.34	\$ 23.69	\$ 24.04	\$ 24.40	\$ 24.77
	GIS Operator B	\$ 24.50	\$ 24.87	\$ 25.24	\$ 25.62	\$ 26.01	\$ 26.40	\$ 26.79	\$ 27.19	\$ 27.60
	GIS Operator A	\$ 27.01	\$ 27.42	\$ 27.83	\$ 28.25	\$ 28.68	\$ 29.11	\$ 29.54	\$ 29.99	\$ 30.44
	Engineering Insp	\$ 28.09	\$ 28.52	\$ 28.95	\$ 29.38	\$ 29.83	\$ 30.27	\$ 30.73	\$ 31.19	\$ 31.66
	Jr. Engineer	\$ 29.00	\$ 29.44	\$ 29.88	\$ 30.33	\$ 30.78	\$ 31.24	\$ 31.71	\$ 32.19	\$ 32.67
	Asst Engineer	\$ 29.28	\$ 29.73	\$ 30.17	\$ 30.63	\$ 31.09	\$ 31.55	\$ 32.03	\$ 32.51	\$ 32.99
Town Hall Building & Code	Code Comp Insp	\$ 24.50	\$ 24.87	\$ 25.24	\$ 25.62	\$ 26.01	\$ 26.40	\$ 26.79	\$ 27.19	\$ 27.60
	Asst Bldg Insp	\$ 24.96	\$ 25.34	\$ 25.72	\$ 26.11	\$ 26.50	\$ 26.90	\$ 27.30	\$ 27.71	\$ 28.13
Recreation	Rec Assistant B	\$ 16.64	\$ 16.89	\$ 17.14	\$ 17.40	\$ 17.66	\$ 17.93	\$ 18.19	\$ 18.47	\$ 18.74
	Rec Assistant A	\$ 19.80	\$ 20.10	\$ 20.40	\$ 20.71	\$ 21.02	\$ 21.33	\$ 21.65	\$ 21.98	\$ 22.31
	Rec Leader	\$ 21.98	\$ 22.32	\$ 22.65	\$ 22.99	\$ 23.34	\$ 23.69	\$ 24.04	\$ 24.40	\$ 24.77
	Rec Supervisor	\$ 24.96	\$ 25.34	\$ 25.72	\$ 26.11	\$ 26.50	\$ 26.90	\$ 27.30	\$ 27.71	\$ 28.13
	Sr. Rec	\$ 29.28	\$ 29.73	\$ 30.17	\$ 30.63	\$ 31.09	\$ 31.55	\$ 32.03	\$ 32.51	\$ 32.99
DPW Maint Mech	Laborer	\$ 18.13	\$ 18.41	\$ 18.68	\$ 18.96	\$ 19.25	\$ 19.54	\$ 19.83	\$ 20.13	\$ 20.43
	MMIII	\$ 21.98	\$ 22.32	\$ 22.65	\$ 22.99	\$ 23.34	\$ 23.69	\$ 24.04	\$ 24.40	\$ 24.77
	MMII	\$ 24.50	\$ 24.87	\$ 25.24	\$ 25.62	\$ 26.01	\$ 26.40	\$ 26.79	\$ 27.19	\$ 27.60
	MMI	\$ 26.74	\$ 27.15	\$ 27.55	\$ 27.97	\$ 28.39	\$ 28.81	\$ 29.24	\$ 29.68	\$ 30.13
DPW Maint Equip Operators	Laborer	\$ 18.13	\$ 18.41	\$ 18.68	\$ 18.96	\$ 19.25	\$ 19.54	\$ 19.83	\$ 20.13	\$ 20.43
	GEO	\$ 18.13	\$ 18.41	\$ 18.68	\$ 18.96	\$ 19.25	\$ 19.54	\$ 19.83	\$ 20.13	\$ 20.43
	MEO	\$ 21.98	\$ 22.32	\$ 22.65	\$ 22.99	\$ 23.34	\$ 23.69	\$ 24.04	\$ 24.40	\$ 24.77
	Sr. MEO	\$ 24.50	\$ 24.87	\$ 25.24	\$ 25.62	\$ 26.01	\$ 26.40	\$ 26.79	\$ 27.19	\$ 27.60
DPW Foreman	Labor Foreman	\$ 27.01	\$ 27.42	\$ 27.83	\$ 28.25	\$ 28.68	\$ 29.11	\$ 29.54	\$ 29.99	\$ 30.44
	Sr. Labor	\$ 28.09	\$ 28.52	\$ 28.95	\$ 29.38	\$ 29.83	\$ 30.27	\$ 30.73	\$ 31.19	\$ 31.66
	Foreman of	\$ 31.12	\$ 31.59	\$ 32.07	\$ 32.55	\$ 33.04	\$ 33.53	\$ 34.03	\$ 34.54	\$ 35.06
DPW Auto Mech	Auto Mechanic	\$ 24.50	\$ 24.87	\$ 25.24	\$ 25.62	\$ 26.01	\$ 26.40	\$ 26.79	\$ 27.19	\$ 27.60
	Fleet Maint Sup	\$ 32.32	\$ 32.81	\$ 33.30	\$ 33.80	\$ 34.31	\$ 34.82	\$ 35.34	\$ 35.88	\$ 36.41
DPW Sign Shop	Sign Shop	\$ 18.13	\$ 18.41	\$ 18.68	\$ 18.96	\$ 19.25	\$ 19.54	\$ 19.83	\$ 20.13	\$ 20.43
	Sign Shop MEO	\$ 21.98	\$ 22.32	\$ 22.65	\$ 22.99	\$ 23.34	\$ 23.69	\$ 24.04	\$ 24.40	\$ 24.77
	Working Foreman of the	\$ 26.74	\$ 27.15	\$ 27.55	\$ 27.97	\$ 28.39	\$ 28.81	\$ 29.24	\$ 29.68	\$ 30.13
DPW Dispatcher	Dispatcher B	\$ 18.13	\$ 18.41	\$ 18.68	\$ 18.96	\$ 19.25	\$ 19.54	\$ 19.83	\$ 20.13	\$ 20.43
	Dispatcher A	\$ 24.50	\$ 24.87	\$ 25.24	\$ 25.62	\$ 26.01	\$ 26.40	\$ 26.79	\$ 27.19	\$ 27.60

APPENDIX G – OFF-STEP WAGE SCHEDULES 2021, 2022, 2023, 2024

APPENDIX G OFF-STEP WAGE SCHEDULES

2021 , 2022, 2023, 2024

Based on Title held as of beginning of Agreement in 2021

Last	First	Title	Hourly Rate			
			2021 as of contract signing date	2022	2023	2024
Barber	Craig	Sr. MEO				\$27.81
Bruno	Robert	MMII		\$26.73	\$27.46	\$28.22
Carney	Garth	MEO		\$23.98	\$24.64	\$25.32
Cashion	William	Code Compliance Insp		\$26.73	\$27.46	\$28.22
Cook	William	MEO	\$26.52	\$27.25	\$28.00	\$28.77
DeNoto	Lawrence	Auto Mechanic	\$28.14	\$28.92	\$29.71	\$30.53
Dey	James	Maint Mech III	\$24.76	\$25.44	\$26.14	\$26.85
Drumm	Steven	Labor Foreman				\$30.66
Englert	Amy	Clerk II	\$21.12	\$21.70	\$22.30	\$22.91
Fried	Janine	Clerk II	\$21.44	\$22.03	\$22.64	\$23.26
Gorino	Shelly	Rec Supervisor	\$29.27	\$30.08	\$30.91	\$31.76
Gudselak	Wasyl	Sr. MEO	\$26.14	\$26.86	\$27.60	\$28.36
Harper	Lawrence	Labor Foreman	\$29.82	\$30.64	\$31.49	\$32.35
LaRocca	Ronald	Fleet Mtc Super		\$35.26	\$36.23	\$37.22
Losavio	Joseph	Dispatcher A			\$27.26	\$28.01
Ochs *	Timothy	Labor Foreman	\$30.78	\$31.63	\$32.50	\$33.39
Osterwinter	Roland	Assistant Engineer	\$36.92	\$37.94	\$38.98	\$40.05
Pratt	Timothy	Maint Mech II	\$29.57	\$30.38	\$31.22	\$32.08
Sossong	Darren	Working Foreman	\$30.43	\$31.26	\$32.12	\$33.01
Stewart	Heather	Labor Foreman	\$28.82	\$29.61	\$30.42	\$31.26
Tichaceck	Anita	Sr. Rec Supervisor	\$31.25	\$32.11	\$33.00	\$33.90
Wenzel	Tracey	Secretary I	\$26.01	\$26.73	\$27.46	\$28.22
White	Robert	Sr. MEO	\$26.14	\$26.86	\$27.60	\$28.36

** Does not include additional per hour stipend*

APPENDIX H – RECORD OF WAGE SCALE ADJUSTMENTS

APPENDIX I – DPW ORGANIZATIONAL CHART

Organizational Chart

The attached Department of Public Works Organizational Chart was agreed to by the Town and Union and passed by the Town Board on December 8, 2021. The following description of the Organizational Chart provides additional clarification of numbers, promotions, out-of-title, and wage scales.

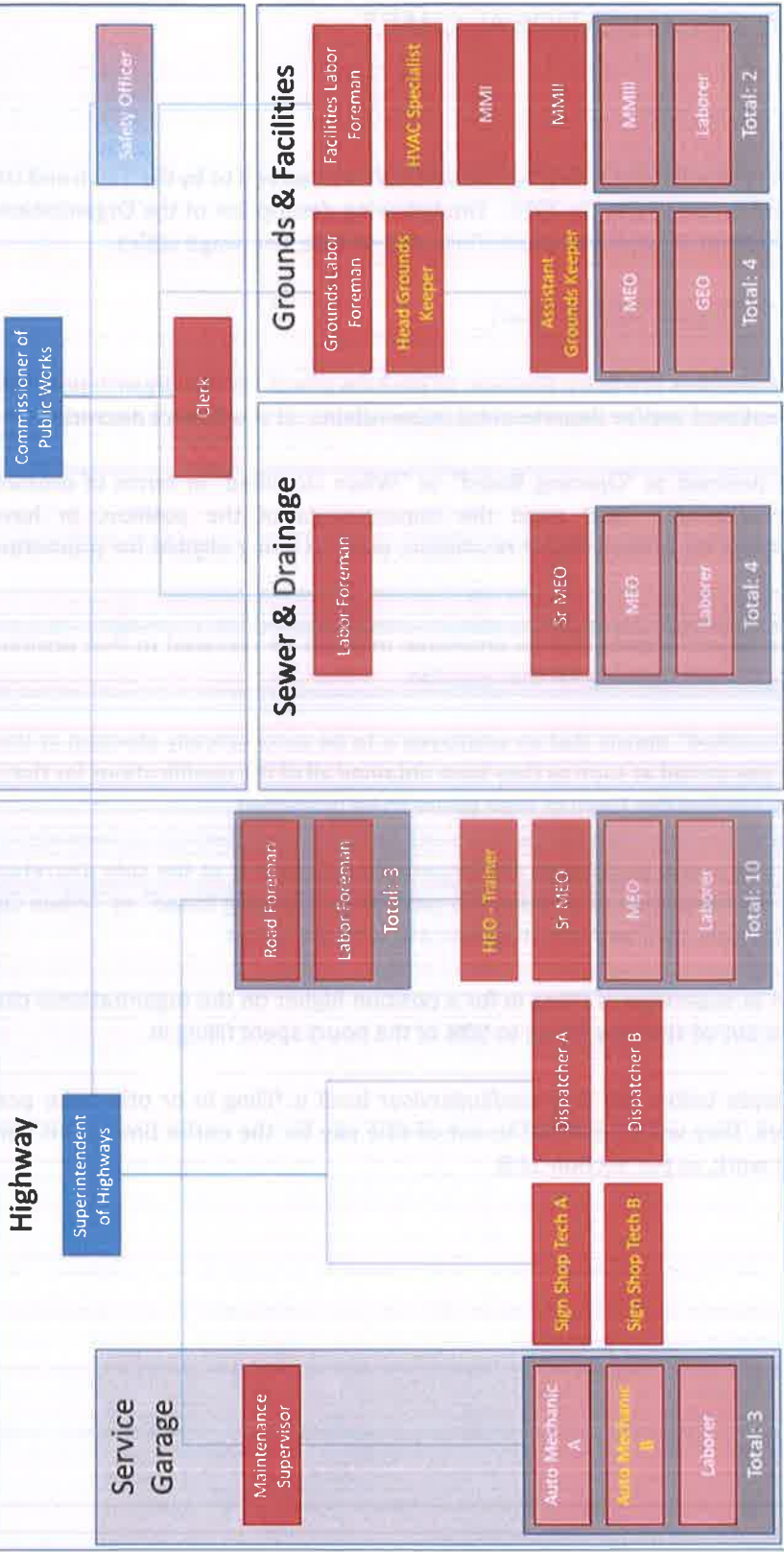
Description of the DPW Organizational Chart

1. The number of employees in a given position, or position group, on the Organizational chart may change due to workload and/or departmental responsibility, at the Town's discretion.
2. All positions are deemed as "Opening Based" or "When Qualified" in terms of promotions. In either case, an employee must meet the requirements of the position, or have those requirements waived by a Town Board resolution, prior to being eligible for promotion to the position.
 - a. "Opening Based" means that an employee may not be elevated to that position unless there is a current opening for that position.
 - b. "When Qualified" means that an employee is to be automatically elevated at the start of the next pay period as soon as they have obtained all of the qualifications for that position and have notified the Town of their desire to be promoted.
3. The decision to add a new position to the Organizational chart is at the sole discretion of the Town; however, determination of whether the position is "Opening Based" or "When Qualified" as well as its wage scale shall be made in agreement with the Union.
4. When a foreman or supervisor is filling in for a position higher on the organizational chart, they will be entitled to out-of-title pay for up to 50% of the hours spent filling in.
5. When any employee below the foreman/supervisor level is filling in or otherwise performing higher grade work, they will be entitled to out-of-title pay for the entire time spent performing the higher-grade work, as per Section 12.8.

Proposed DPW Structure
 New jobs will be added in the future by mutual agreement between Union and Town

Rev 2 - 10/04/2021

Key: Union - Opening based Union - When qualified Management TBD New Job



APPENDIX J – APPROVED ARBITRATORS

The following arbitrators have been approved by mutual consent of the Town and Union:

1. Steven Modica, Esq.
2430 Ridgeway Ave, Suite 1
Rochester, New York, 14626
(585) 368-1111
steve@modicalawfirm.com
2. Douglas Bantle, Arbitrator Attorney
PO Box 306
Mendon, New York 14506
(585) 624-4395
3. Lise Gelernter, Arbitrator Attorney
5500 North Bailey Ave
Box 589
Amherst, New York 14226
(716) 913-0574
Lisa.Gelernter@gmail.com

APPENDIX K – HIGHER GRADE WORK (OUT-OF-TITLE) EXAMPLES

Laborer A, Step 3, doing out of title work for MEO:

Laborer A, Step 3, current wage: \$17.60

Add 2% to get a tentative wage of \$17.95

The first MEO step over this wage is Step 1, at \$20.72 – if promoted, this would be their wage

For out-of-title, it would drop to Step 0, which is \$20.41

Promotion increase: 17.7%

Out of title increase: 16.0%

Office Clerk III, Step 4, doing out of title work as Office Clerk II:

Office Clerk III, Step 4, current wage: \$17.87

Add 2% to get a tentative wage of \$18.23

The first Office Clerk II step over this wage is Step 1, at \$18.66 – if promoted, this would be their wage

For out-of-title, it would drop to Step 0, which is \$18.38

Promotion increase: 4.4%

Out of title increase: 2.9%

Office Clerk III, Step 8, doing out of title work as Office Clerk II:

Office Clerk III, Step 8, current wage: \$18.97

Add 2% to get a tentative wage of \$19.35

The first Office Clerk II step over this wage is Step 4, at \$19.51 – if promoted, this would be their wage

For out-of-title, it would drop to Step 3, which is \$19.23

Promotion increase: 2.8%

Out of title increase: 1.4%

MEO, Step 1, doing out of title work for Sr MEO:

MEO, Step 1, current wage: \$20.72

Add 2% to get a tentative wage of \$21.13

The first Sr MEO step over this wage is Step 1, at \$23.09 – if promoted, this would be their wage

For out-of-title, it would drop to Step 0, which is \$22.75

Promotion increase: 11.4%

Out of title increase: 9.7%

MEO, Step 8, doing out of title work for Sr MEO:

MEO, Step 8, current wage: \$22.99

Add 2% to get a tentative wage of \$23.45

The first Sr MEO step over this wage is Step 3, at \$23.78 – if promoted, this would be their wage

For out-of-title, it would drop to Step 2, which is \$23.43

Promotion increase: 3.4%

Out of title increase: 1.9%

MMIII, Off-Step, doing out of title work for MMII:

MMIII, Off-Step, current wage: \$24.27

Add 2% to get a tentative wage of \$24.76

The first MMII step over this wage is Step 6, at \$24.87 – if promoted, this would be their wage

For out-of-title, it would drop to Step 5, which is \$24.50

Promotion increase: 2.5%
Out of title increase: 1.0%

Sr MEO, Step 8 doing out of title work for Labor Foreman:

Sr MEO, Step 8, current wage: \$25.63

Add 2% to get a tentative wage of \$26.14

The first Labor Foreman step over is Step 3, which is \$26.22 – if promoted, this would be their wage

For out-of-title, it would drop to Step 2, which is \$25.84

Promotion increase: 2.3%

Out of title increase: 0.8%

APPENDIX L – VACATION CALCULATION EXAMPLES

Scenario 1: An Employee is hired on January 1st.

- For the first 165-calendar days, the employee is not eligible for vacation.
- After 165-calendar days of employment, the employee may borrow up to 5-days from their next allotment. If they leave before using them, they do not get paid out upon termination.
- At their one-year anniversary, which is also January 1st, they would receive their first-year pro-rated basis. As there are 365-calendar days left in the year, inclusive, they would receive the full first-year allotment, which is 10-vacation days.
- On the next January 1st, they will have completed two full years of employment prior to the cut-off date of July 1st, and as such, they would receive 11-vacation days as their second-year allotment.

Scenario 2: An Employee is hired on March 14th

- For the first 165-calendar days, the employee is not eligible for vacation.
- After 165-calendar days of employment, the employee may borrow up to 5-days from their next allotment. If they leave before using them, they do not get paid out upon termination.
- At their one-year anniversary on March 14th, they would receive their first-year pro-rated basis. As there are 292-calendar days left in the year, inclusive, they would receive the a prorated first-year allotment of 8-vacation days ($292/365 = 80\% \times 10 = 8$).
- On the next January 1st, they will have completed two full years of employment prior to the cut-off date of July 1st, and as such, they would receive 11-vacation days as their second-year allotment.

Scenario 3: An Employee is hired on June 1st

- For the first 165-calendar days, the employee is not eligible for vacation.
- After 165-calendar days of employment, the employee may borrow up to 5-days from their next allotment. If they leave before using them, they do not get paid out upon termination.
- At their one-year anniversary on June 1st, they would receive their first-year pro-rated basis. As there are 213-calendar days left in the year, inclusive, they would receive the a prorated first-year allotment of 6-vacation days ($213/365 = 58.36\% \times 10 = 6$).
- On the next January 1st, they will have completed two full years of employment prior to the cut-off date of July 1st, and as such, they would receive 11-vacation days as their second-year allotment.

Scenario 4: An Employee is hired on July 30th

- For the first 165-calendar days, the employee is not eligible for vacation.

- After 165-calendar days of employment, the employee may borrow up to 5-days from their next allotment. If they leave before using them, they do not get paid out upon termination.
- At their one-year anniversary on Jul 30th, they would receive their first-year pro-rated basis. As there are 155-calendar days left in the year, inclusive, they would receive the a prorated first-year allotment of 4-vacation days ($155/365 = 42.47\% \times 10 = 4$).
- On the next January 1st, they will have only completed one full year of employment prior to the cut-off date of July 1st, and as such, they would receive 10-vacation days as their first-year allotment.

Scenario 5: An Employee is hired on December 1st of a leap year

- For the first 165-calendar days, the employee is not eligible for vacation.
- After 165-calendar days of employment, the employee may borrow up to 5-days from their next allotment. If they leave before using them, they do not get paid out upon termination.
- At their one-year anniversary on December 1st, they would receive their first-year pro-rated basis. As there are 31-calendar days left in the year, inclusive, they would receive the a prorated first-year allotment of 1-vacation days ($31/366 = 08.47\% \times 10 = 1$).
- On the next January 1st, they will have only completed one full year of employment prior to the cut-off date of July 1st, and as such, they would receive 10-vacation days as their first-year allotment.

Scenario 6: An Employee was hired on November 1st of 2020

- For the first 165-calendar days, the employee is not eligible for vacation.
- After 165-calendar days of employment, the employee may borrow up to 5-days from their next allotment. If they leave before using them, they do not get paid out upon termination.
- At their one-year anniversary on November 1st, they would receive their first-year pro-rated basis. As there are 61-calendar days left in the year, inclusive, they would receive the a prorated first-year allotment of 2-vacation days ($61/366 = 16.71\% \times 10 = 2$).
- On January 1st of 2022, they will have only completed two full year of employment prior to the cut-off date of December 31st, used since they were hired under the old contract, and as such, they would receive 11-vacation days as their second-year allotment (even though they have only completed 14-months of employment as of January 1st).