

**COLLECTIVE BARGAINING
AGREEMENT**

by and between the

TOWN OF CHESTER
and

TEAMSTERS LOCAL 445
White Collar Bargaining Unit

January 1, 2024 - December 31, 2026

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Chester, hereinafter referred to as the "Town" and Teamsters Local 445, hereinafter referred to as the "Union."

2 MANAGEMENT RIGHTS

2.1 Policy and Governance

2.1.1 Management Rights Clause: The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them.

These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, furlough, evaluate, and discipline and terminate employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for services; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this Collective Bargaining Agreement.

2.2 Filling of Vacancies

2.2.1 Selection: The Town will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the elected official with the approval of the Town Board and shall not be subject to the Grievance Procedure.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The Town recognizes the Union as the exclusive collective-bargaining representative for employees identified in 3.2.1, below, with respect to terms and conditions of employment and the administration of grievances as defined in 11.1.1, below.

3.2 Definition of Bargaining Unit

3.2.1 Included: Included in the bargaining unit are all full-time and part-time employees (working 16 or more hours per week) in the following titles: Assessor's Clerk, Account Clerk, Account Clerk Typist, Benefits & Bookkeeping Administrator, Clerk, Clerk to Town Justice,

Deputy Court Clerk, Deputy Town Clerk, Recreation Aide, Secretary to the Planning Board, Senior Clerk and Typist.

3.2.2 Excluded: Excluded from the bargaining unit are all other employees.

3.2.3 Full-time Employee: For the purpose of this Collective Bargaining Agreement, a "full-time employee" will mean an employee who is regularly scheduled to work thirty-five or more hours per week throughout the year.

3.2.4 Part-time Employee: For the purpose of this Collective Bargaining Agreement, a "part-time employee" will mean an employee who is regularly scheduled to work a minimum of sixteen hours per week throughout the year. It is understood that the Town will not regularly schedule part-time employees to work between 30 and 40 hours per week.

3.2.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean an employee who is employed on an interim or sporadic basis, or who is employed to work on a special, emergency, or on-call basis for a specified period, consistent with the rules and regulations of the Orange County Civil Service as applicable.

3.2.6 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the State of New York Public Employment Relations Board in accordance with its rules and procedures.

3.3 Union Dues/ Fees

3.3.1 Union Dues: An employee who chooses to become a member of the Union must sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union is to forward the authorization to the Town. The Town will deduct the dues, initiation fees, and/or assessments from the pay of such employee at the close of each pay period and send the total amount to the Union monthly. The Union shall notify the Town of the amount to be deducted.

3.4 Leave for Contract Administration

3.4.1 Investigation and Presentation of Grievances: The bargaining unit Shop Steward will be allowed release time, without loss of pay or leave credits, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board.

3.4.2 Release for Steward Training: Each calendar year, one steward designated by Teamsters Local 445 will be allowed one day, without loss of pay or leave credits, to attend the annual steward training sponsored by the Union.

3.4.3 Requests for Release Time: Requests for the use of release time shall be made to the appropriate supervisor as far in advance as possible. An employee requesting such leave shall not leave the employee's duty station until it has been approved.

3.5 Leave for Negotiations

3.5.1 Eligible Employees: At any one time, no more than two employees designated by Teamsters Local 445 will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

3.6 Bulletin Boards

3.6.1. Location: The Union may have an exclusive bulletin board at the appropriate locations to post notices or other communications. Any postings on the union bulletin board must be initialed by the poster and include the date of posting.

3.7 Access to Town Premises

3.7.1 Union Representatives: Representatives of Teamsters Local 445 will be allowed access to the Town's premises for the purpose of conducting legitimate Union business related to the administration of this Collective Bargaining Agreement, or to investigate safety and health matters, provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the appropriate supervisor.

4 EMPLOYEE RIGHTS

4.1 Probationary Periods

4.1.1 Length of Probationary Period: The probationary period for an employee will be in accordance with the rules and regulations of the Orange County Civil Service, except as otherwise noted in this Collective Bargaining Agreement.

4.2 Layoff and Recall

4.2.1 Procedures: All layoffs and recalls will be in accordance with the rules and regulations of the Orange County Department of Human Resources, except as otherwise noted below.

4.2.2 First to be Laid Off: In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within a given department, the employee within that job title with the least bargaining-unit seniority will be the first to be laid off.

4.2.3 Recall: In the event there is a vacancy within twelve months following the layoff in the job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title in the department with the most service seniority will be offered the position, provided the employee is qualified. It shall be the responsibility of the laid-off employee to provide his or her home address and contact information to the appropriate supervisor. Notification of recall shall be by registered mail, return receipt requested.

5 HOURS OF WORK

5.1 Work Schedule

5.1.1 Workday/Workweek: The work week shall be Monday through Friday, thirty-five (35) hours per week. The week shall consist of five (5), seven (7) hour days for highway department employees (7:30 am to 3:00 pm). The week shall consist of four (4) eight and three-quarter (8 ¾) hour days for all other employees from 8:00 am to 5:15 pm, except for court employees who

shall work Monday through Thursday from 7:15 am to 4:30 pm or as otherwise determined by the unanimous decision of the elected Town Justices. Notwithstanding, the Deputy Town Clerk and employees hired on or after April 15, 2024, may be assigned to work five (5) consecutive, seven (7) hour days, Monday through Friday.

5.1.2 Time Records: Employees shall use the time clock to record their start time upon arrival to work and their departure time at the end of their shift.

5.2 Additional Hours of Work

5.2.1 Requirement: The Town may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the appropriate supervisor before working additional hours. An employee who, after investigation, is found to have refused to work additional hours as directed will be subject to appropriate disciplinary action.

5.2.2 Hours Not Extending from Normal Workday: In the event there is an opportunity in a given job title to work additional hours and such hours are NOT a continuation of "work in progress", the opportunity will first be offered to the full-time employee in that job title with the least number of overtime hours. An employee who refuses the opportunity, or is not available, will be charged as if the employee had worked the assignment. In the event enough employees do not volunteer, the work will be assigned to the full-time employee in that job title with the least number of overtime hours.

5.2.3 Errors in Assigning Overtime: In the event the Town makes an error in the assignment of additional hours, the next opportunity to work additional hours will be offered to the employee who should have been offered the additional hours.

5.3 Meal & Rest Breaks

5.3.1 Meal Breaks: An employee who works more than six hours in each day will receive an unpaid, work-free meal break not less than thirty minutes.

5.3.2 Approval of Meal Breaks: Meal breaks must be approved by the appropriate supervisor in accordance with the needs and requirements of the department. Meal breaks must normally be taken in the middle of the employee's workday. Unless otherwise directed by the appropriate supervisor, an employee may leave the worksite during the meal break.

5.3.3 Rest Periods: An employee will normally receive two (2) paid, work-free rest breaks of fifteen (15) minutes during the employee's workday.

5.3.4 Approval of Rest Breaks: Rest breaks must be approved by the appropriate supervisor in accordance with the needs and requirements of the Town. Breaks must be staggered so as not to disrupt normal operations. Unless otherwise specified by departmental rules, all rest breaks must be taken at the worksite and may not exceed the time allowed.

5.3.5 Meal Allowance for Training Days: Any full-time or part-time employee sent to training shall be entitled to a maximum of a \$75 meal allowance reimbursement per day, upon submission of appropriate receipts.

6 COMPENSATION

6.1 Wages

6.1.1 Wage Increases:

Effective January 1, 2024, all employees shall receive a three percent (3%) increase.
Effective January 1, 2025, all employees shall receive a three percent (3%) increase.
Effective January 1, 2026, all employees shall receive a three percent (3%) increase.

6.2 Premium Pay for Overtime

6.2.1 Overtime Rate: An employee will be paid one and one-half (1 1/2) times the employee's regular hourly rate of pay for all authorized time worked over the department's regular workweek (35 hours). Court employees will receive overtime pay at the overtime rate for all hours spent in court while court is in session outside of regular working hours.

Employees in the recreation and/or parks departments who work over thirty-five hours in a week shall receive compensatory time for any hours worked in excess of thirty-five hours. Compensatory hours must be used by the end of the calendar year. In the event such hours are not used by the end of the calendar year, such hours shall be paid out to the employee at the rate of time and one half their regular hourly rate.

6.2.2 Credit for Paid Leave: Holidays, vacation leave, sick leave, personal leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime.

7 PAID LEAVE

7.1 Holidays

7.1.1 Designated Holidays for Full-Time Employees

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Fourth of July	

7.1.2 Holiday Pay: A full-time employee who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay. A part time, temporary, seasonal or supplementary employee is not eligible for holiday pay, except in accordance with 7.1.3 below.

7.1.3 Assigned to Work on a Holiday: A full-time employee who is required to work on a designated holiday will receive holiday pay plus wages at the employee's regular rate of pay for all hours worked. A part-time employee who works on a designated holiday will be paid at the rate of time-and-a-half for all hours worked for the following holidays: New Year's Day, Lincoln's

Birthday, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas.

7.1.4 Holiday Occurs on a Weekend: In the event a designated holiday occurs on a Saturday, the holiday will be observed on the preceding Friday. In the event a holiday occurs on a Sunday, the holiday will be observed the following Monday.

7.1.5 Holiday Falling on Regular Day Off: In the event a designated holiday falls on an employee's regular day off (for employees working a four-day work week), the employee shall be given a floater day in lieu of holiday pay for use at a later date at the employee's discretion. Unused floater days may be rolled over to the following year.

7.1.6 Holiday During Other Paid Leave: In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, the employee will receive holiday pay for that day and the employee shall not have his/her vacation leave charged for the day. (i.e., if an employee takes vacation for the week including Christmas Day, the employee shall be paid holiday pay for Christmas day and his/her vacation time will be charged for all other days taken off).

7.2 Vacation Leave

7.2.1 Eligibility: A full-time employee is eligible for paid vacation leave in accordance with Section 7.2.2, below. A part-time employee should refer to the "Allowable Time for Part-Time Employees" section regarding paid time-off. Temporary, seasonal or supplementary employees are not eligible for paid vacation leave but may be allowed to take time off without pay provided the employee have prior approval from the Department Head.

7.2.2 Allowance: A full-time employee will be credited with paid vacation leave in accordance with the vacation schedule below. Vacation Leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may take vacation leave only after it has been credited.

A. Newly hired employees will accrue vacation leave at the rate of 0.833 days per month beginning his/her date of hire. However, newly hired employees will not be permitted to use vacation until after six (6) full months of service. Employees will continue to accrue at this rate until the January 1st following one year of service. (i.e., any employee hired on March 1st will accrue at the above rate for 22 months before moving to the schedule below).

B. Thereafter, vacation leave will be credited in advance each January 1 as shown below. Vacation leave is earned proportionally to the time worked throughout the year.

CONTINUOUS SERVICE COMPLETED	VACATION LEAVE CREDITED
Less than 5 years	10 days
At least 5 years, but less than 10 years	15 days
At least 10 years, but less than 20 years	20 days
20 or more years	25 days

Continuous Service shall mean uninterrupted service. An authorized leave of absence without pay, or a resignation followed by reinstatement within one year following such resignation, shall

not constitute an interruption of continuous service. Vacation is earned only for monthly pay periods during which an employee is in full pay status for at least fifteen working days during such monthly pay period.

7.2.3 Scheduling: An employee must request approval for vacation leave from the appropriate supervisor at least a week in advance. An employee must receive prior approval from the appropriate supervisor to take vacation leave. Vacation leave credits may not be used in increments of less than one hour. The appropriate supervisor will have total discretion in the approval of vacation leave.

7.2.4 Carry-Over: An employee may carry a maximum of five (5) days of vacation leave over to the next calendar year upon approval from the appropriate supervisor. Any days carried over must be used within the next calendar year.

7.2.5 Separation from Employment: An employee who leaves employment for any reason, other than termination for disciplinary reasons or any separation from service during the pendency of a disciplinary proceeding, will receive a lump sum payment for earned but unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two (2) weeks in advance of the last day of employment. In cases of death of an employee, the Town will pay an employee's designated beneficiary for any earned but unused vacation leave.

7.3 Sick Leave

7.3.1 Eligibility: A full-time employee is eligible for paid sick leave. A part-time employee should refer to the "Allowable Time for Part-Time Employees" section regarding paid time-off. Temporary, seasonal or supplementary employees are not eligible for paid vacation leave but may be allowed to take time off without pay provided the employee has prior approval from the Department Head.

7.3.2 Allowance: A full-time employee will be credited with one (1) of paid sick leave on the last day of each month. An employee may take sick leave only after it has been credited.

7.3.3 Accrual During Leaves of Absence: An employee will be credited with sick leave while on paid leave of absence, but not while on an unpaid leave of absence.

7.3.4 Accumulation: An employee may accumulate sick leave credits to a maximum of one hundred and sixty-five (165) days. Any sick leave credits in excess of the maximum accumulation will be cancelled.

7.3.5 Use of Sick Leave: An employee may take paid sick leave only after it has been credited. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss, not a leave benefit to which the employee is automatically entitled. An employee may use sick leave for personal illness or injury that inhibits the employee's work. Sick leave may be used in increments of one (1) hour. An employee may use sick leave for personal illness or injury that inhibits the employee's work or for medical and dental appointments that cannot be scheduled during non-work hours.

7.3.6 Family Sick Leave: An employee may use sick leave for family illness or injury only if

the employee must provide direct care to an immediate family member. For the purpose of family sick leave, "immediate family member" will mean the employee's parent, spouse or child, including stepchild and foster child.

7.3.7 Carry-Over: An employee may carry-over sick leave from one calendar year to the next, subject to the limitation in Section 7.3.4, above.

7.3.8 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee has used an excess amount of sick leave or has demonstrated a pattern of abuse (i.e., being absent on the scheduled workday before and after a weekend, holiday, vacation, or personal day).

7.3.9 Abuse of Sick Leave: An employee who, after investigation, is found to have abused the use of sick leave or failed to provide medical verification as required will be subject to appropriate disciplinary action.

7.3.10 Separation from Employment: An employee who resigns, retires from the Town or is laid off will receive payment, at the employee's then current rate of pay, for fifty percent of the total number of unused sick leave credits up to a maximum of one hundred and sixty-five (165) days of accumulated sick leave. The employee may use up to one hundred and sixty-five (165) days of accumulated sick leave credits to increase service credit toward retirement in accordance with Section 41(j) of the New York State Retirement System. In the event of an employee's death, the employee's beneficiaries shall receive the payment for unused sick leave credits outlined above.

In the event an employee leaves employment due to disciplinary action (terminated or resigned in lieu of discipline), the employee will not receive payment for unused sick leave credits.

An employee hired on or after April 15, 2024 shall only be eligible for the benefit set forth above if the employee is laid off from the Town or upon retirement from the Town in accordance with the requirements of the New York Employees' Retirement System.

7.4 Personal Leave

7.4.1 Eligibility: A full-time employee is eligible for paid personal leave. A part-time employee should refer to the "Allowable Time for Part-Time Employees" section regarding paid time-off. Temporary, seasonal or supplementary employees are not eligible for paid vacation leave but may be allowed to take time off without pay provided the employee has prior approval from the Department Head.

7.4.2 Allowance: All full-time employees hired prior to April 15, 2024, will be credited with five (5) days of paid personal leave on the first day of January of each year. Full-time employees hired on or after April 15, 2024, will be credited with three (3) days of paid personal leave on the first day of January of each year.

7.4.3 New Employee: A new employee hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months worked in the first calendar year of employment. Thereafter, the employee will be credited on the first day of January for the personal leave credits for the subsequent year.

7.4.4 Time Off Without Pay: An employee may be allowed to take time off without pay

provided the employee has prior approval from the appropriate supervisor and does not exceed thirty (30) consecutive days.

7.4.5 Use of Personal Leave: An employee may use personal leave to conduct personal business which cannot be conducted outside of normal working hours, non-emergency medical and dental appointments, and for personal emergencies. In no event may personal leave be used on the scheduled workday immediately prior to or following a holiday or vacation; for social purposes; in lieu of sick leave or other leaves of absences, except to extend bereavement leave. Personal leave credits may not be used in increments of less than one hour.

7.4.6 Scheduling: An employee may take personal leave only after it has been credited. Personal leave credits may be used in one (1) hour increments. An employee must receive prior approval from the appropriate supervisor to take personal leave. The request must be submitted, in writing, to the employee's Department Head as far in advance as possible. The appropriate supervisor will have total discretion in the approval of personal leave.

7.4.7 Accumulation: An employee may have the option of carrying over a maximum of one (1) unused personal day from one calendar year to the next.

7.4.8 Separation from Employment: An employee who resigns, retires, or is laid off will receive payment for unused personal leave credits at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action or separates from service during the pendency of a disciplinary action, the employee will not receive payment for unused personal leave credits. In the event of an employee's death, the employee's beneficiaries shall receive the payment for unused personal leave credits.

7.5 Bereavement Leave

7.5.1 Eligibility: In the event of a death of a full-time employee's immediate family member, the employee may take a paid leave for up to five (5) days from the employee's regularly scheduled work. Such leave will not be subtracted from any of the employee's leave credits. A part-time employee is eligible for one paid shift for bereavement leave and may be allowed to take additional time-off without pay provided the employee has approval from the appropriate supervisor.

7.5.2 Definition of Immediate Family: For purpose of bereavement leave, "immediate family member" will mean the following: spouse, child, parent, sibling, grandparent, step parent, step brother, step sister and in-laws (limited to then current mother/father-in-law, daughter/son-in-law of the employee).

7.5.3 Extended Bereavement Leave: With authorization from the appropriate supervisor, an employee may use vacation leave credits and/or personal leave credits to extend a bereavement leave. The appropriate supervisor will have total discretion in the approval of an employee's extended bereavement leave, based upon the needs of the Town.

7.6 Jury Duty Leave

7.6.1 Jury Leave: In the event a full-time or part-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave. Such leave will not be subtracted from any of the employee's leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full pay

during jury duty. If the employee receives a jury stipend from the courts, such amount must be reimbursed to the Town. An employee can collect and keep any mileage or parking expense reimbursement that may be issued by the court system for performing jury duty. Payment for jury duty leave shall not be granted if the employee volunteered for jury duty.

7.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the appropriate supervisor.

7.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work: The employee will be allotted time to return home and prepare for work.

7.7 Allowable time for Part-Time Employees

7.7.1 Eligibility: A part-time employee is eligible for paid allowable time provided the employee has completed at least six (6) full calendar months of continuous employment. The Employer shall not schedule an employee for purposes of preventing the employee from meeting this requirement.

7.7.2 Definition: Allowable time is paid leave provided to part-time employees to be used at the discretion of the employee.

7.7.3 Allowance: An eligible part-time employee will be credited with annual paid allowable time each January 1st in accordance with the following schedule:

- A. From the date of hire through the fifth full calendar year of continuous service:
 - 1. A part-time employee who works 800 hours or more in the preceding calendar year will be credited with forty (40) hours of allowable time.
 - 2. A part-time employee who works less than 800 hours in the preceding calendar year will be credited with pro-rata amount of allowable time, to be determined by applying the percent of hours worked, using 800 hours as a base, to forty hours. Example: An employee who works 600 hours (75% of 800 hours) will be credited with thirty (30) hours of allowable time (75% of forty hours).
- B. After completion of five (5) full calendar years of continuous service:
 - 1. A part-time employee who works 800 hours or more in the preceding calendar year will be credited with sixty (60) hours of allowable time.
 - 2. A part-time employee who works less than 800 hours in the preceding calendar year will be credited with pro-rata amount of allowable time, to be determined by applying the percent of hours worked, using 800 hours as a base, to sixty hours. Example: An employee who works 600 hours (75% of 800 hours) will be credited with forty-five (45) hours of allowable time (75% of sixty hours).
- C. After completion of thirteen (13) full calendar years of continuous service:

1. A part-time employee who works 800 hours or more in the preceding calendar year will be credited with eighty (80) hours of allowable time.
2. A part-time employee who works less than 800 hours in the preceding calendar year will be credited with pro-rata amount of allowable time, to be determined by applying the percent of hours worked, using 800 hours as a base, to forty hours. Example: An employee who works 600 hours (75% of 800 hours) will be credited with sixty (60) hours of allowable time (75% of eighty hours).

7.7.4 Continuous Service: Continuous Service shall mean uninterrupted service. An authorized leave of absence without pay, or a resignation followed by reinstatement within one year following such resignation, shall not constitute an interruption of continuous service.

7.7.5 Scheduling: An employee may take allowable time only after it has been credited. Allowable time credits may be used in a minimum of one (1) hour increments. An employee must receive prior approval from the employee's Department Head to take allowable time. The Department Head will have total discretion in the approval of allowable leave time.

7.7.6 Separation of Employment: An employee who resigns, retires, or is laid off will receive payment for unused allowable time to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action or separates from service during the pendency of a disciplinary action, the employee will not receive payment for unused allowable time credits. In the event of an employee's death, the employee's beneficiaries shall receive the payment for unused allowable time credits.

8 MEDICAL- DENTAL

8.1 Medical Insurance

8.1.1 Eligibility: The Town currently offers major medical, hospital, and surgical insurance coverage to each full-time employee and their eligible family members. A part-time, temporary, seasonal or supplementary employee is not eligible for medical insurance coverage through the Town.

8.1.2 When Coverage Begins: Coverage for an employee will begin the first day of employment, provided all eligibility requirements of the plan are met and the employee completes the insurance application.

8.1.3 When Coverage Ends: Coverage ends on the last day of the month in which the employee separates from employment, this does not apply to people who are employees of the Town of Chester and are eligible for post-retirement coverage.

8.1.4 Premium Payment: The Town will pay the full amount of the premium for individual or family coverage, as chosen by the employee, for each eligible full-time employee hired prior to July 1, 2000. Any eligible employee hired on or after July 1, 2000 will pay five (5%) percent of the premium cost for individual coverage, or fifteen (15%) percent of the difference between the premium cost for individual and family coverage, as the case may be. The Town will pay the

remainder of the premium. Annual contributions by the employee may not increase by more than 10% of the 2000 contribution rate in any one year.

8.1.4.1 New Hire: Premium Payment (hired after April 15, 2024): Employees hired on or after April 15, 2024 will be required to pay fifteen percent (15%) of the cost of insurance coverage. The employee's premium contribution will be deducted from the employee's regular paycheck.

8.1.5 Pre-Tax Insurance Premiums: The employee's contribution towards the health insurance premium can be paid with pre-tax dollars. Deductions are taken from the employee's paycheck before federal, state, and social security taxes are calculated. The proper authorization form must be completed each year in order to make this effective.

8.1.6 Medical Insurance Buy-Out: A full-time employee hired before April 15, 2024, who is eligible for medical insurance coverage made available through the Town may receive a semi-annual cash buy-out in lieu of receiving medical insurance benefits. The buy-out amount will be equivalent to either fifty (50%) percent of the Town's annual contribution toward the premium for individual coverage under the medical insurance plan if the employee is eligible for individual coverage or fifty (50%) percent of the Town's annual contribution toward the premium for family coverage under the medical insurance plan if the employee is eligible for family coverage. The buy-out shall be paid to eligible employees semi-annually in equal installments on June 1st and December 1st each year. For employees hired on or after April 15, 2024, the maximum buyout amount will be \$5,000 per year payable semi-annually in equal installments of \$2,500 on June 1st and December 1st of each year.

8.1.7 Reinstatement of Benefits: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Town. So long as permissible by the health insurance plan, coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five (5) business days prior to the first of the month and meets all eligibility requirements of the insurance plan. If such coverage cannot be reinstated on the first day of the month following notice, it shall be reinstated as soon as permissible under the health insurance plan.

8.1.8 Medical Insurance for Retired Employees: The Town will make available major medical, hospital, surgical and prescription drug insurance to an eligible full-time employee who retires from the Town. Coverage will also be made available for the employee's eligible family. In the event the retiree predeceases the eligible family member, the family may continue medical insurance coverage at the family member's cost.

- A. Eligibility: To be eligible for retiree health insurance coverage, the retiree must be age fifty-five (55) or older, must have at least ten (10) years of continuous service with the Town, must have been actively employed by the Town on the date of retirement and must have been enrolled in the Town's medical insurance plan for a least one (1) year prior to the date of retirement. In addition, the employee must have applied for and been granted a bona-fide retirement benefit from the New York State Employees' Retirement System.
- B. Insurance Plan: The Town will make available the same medical insurance plans offered to then-current employees. In no event shall the Town be required or obligated to pay or reimburse a retiree or the retiree's eligible family member for any portion of any medical bill or expense that is not covered or reimbursed by

the medical insurance plan. The Town Board may change the insurance carriers and/or offer alternative plans in place of the current plans.

- C. **Premium Payment:** The Town will pay the full premium for individual or family medical insurance coverage, as the case may be, for each eligible retiree hired prior to April 15, 2024. For all eligible retired employees hired on or after April 15, 2024, the retiree will contribute the same percentage for individual or family medical insurance coverage they were paying as an active employee immediately preceding retirement.

8.2 Dental Plan

8.2.1 Eligibility: The Town will offer a dental plan to each full-time employee and part-time employee and their eligible family members.

8.2.2 When Coverage Begins: Coverage for an employee will begin the first day of employment, provided all eligibility requirements of the plan are met.

8.2.3 Premium Payment: The Town will continue its existing dental plan for full-time employees, at its existing level of reimbursement. Part-time employees shall be eligible for \$1000 per year for reimbursement, upon presentation of receipts.

8.3 Optical Plan

8.3.1 Eligibility for Coverage: Each full-time employee and part-time employee is eligible to participate in the available optical plan, which provides for reimbursement as specified below for approved optical care expenses.

8.3.2 When Coverage Begins: Coverage for an employee will begin the first day of employment, provided all eligibility requirements of the plan are met.

8.3.3. Amount of Reimbursement: Reimbursement for approved optical care expenses shall not exceed \$400 per year for each employee including eligible family members. "Eligible family members" include the employee's spouse and family members residing in the employee's household who have not yet reached age 25. The reimbursement shall not exceed \$400 per year per family. Requests for reimbursement should be submitted to the Office of the Town Supervisor and must include appropriate receipts for applicable charges.

8.4 Flexible Spending Account

8.4.1 Eligibility: The Town will make available a Pre-Tax Contribution Program in accordance with Section 125 of the Internal Revenue Code to each eligible full-time employee. Coverage will begin on the employee's first day of employment provided the employee meets all eligibility requirements for medical insurance. Part-time, temporary, seasonal or supplementary employees are not eligible for this provision.

8.4.2 Summary: A "Flexible Spending Account" established under Section 125 of the Internal Revenue Code may be used to pay the employee contribution to medical insurance premiums, reimbursement of medical, dental and vision expenses, but only to the extent not reimbursable through insurance, and reimbursement of dependent care expenses. Descriptions of the

Flexible Spending Plan may be obtained from the Bookkeeping and Benefits Administrator or other designated employee.

9 DISABLED EMPLOYEES

9.1 Workers' Compensation Insurance

9.1.1 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then personal leave credits, and then vacation leave credits in conjunction with Workers' Compensation payments to equal, but not to exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

9.1.2 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time AND is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution.

9.2 Short-Term Disability Insurance

9.2.1 Coverage: The Town currently offers short-term disability benefits to each full-time employee. A part-time, temporary, or seasonal employee is not eligible for short-term disability benefits. This benefit is to supplement loss of time from work due to a qualified non-job-related illness or injury.

9.2.2 When Coverage Begins: Coverage is available to an employee on the first of the month following the completion of three full months of continuous employment.

9.2.3 Qualification for Benefits: The employee must submit a Medical Certification to the Office of the Town Supervisor. If the Medical Certification verifies the existence of a Serious Health Condition (as defined in the Town's Family and Medical Leave Policy) which renders the employee incapable of working, the employee will be deemed to qualify for short-term disability benefits under this policy. Payment of benefits will commence on the eighth workday after the onset of the Serious Health Condition.

9.2.4 Description of Benefits:

Short-term disability benefits under this policy are provided at no cost to the employee.

An employee must first use all available sick leave credits during the seven-day waiting period. The employee may also choose to use vacation or personal leave during this waiting period. After the seven-day waiting period has expired, the employee shall receive 80% of the employee's regular wages for a period not to exceed fifty-three cumulative working days for each distinct Serious Health Condition. The employee has the option of supplementing short-term disability payments with accumulated vacation or personal leave credits.

Approval for additional short-term disability benefits for any reoccurrence of a distinct Serious

Health Condition will be at the sole discretion of the Town Board.

Appropriate payroll deductions will continue to be made from the employee's paycheck during the period in which short-term disability benefits are in effect.

9.2.5 Medical Insurance Coverage: During the period of qualification for short-term disability benefits an employee's eligibility status for medical insurance coverage will not change. After short term disability benefits are exhausted, coverage may continue under the provisions of COBRA.

9.2.6 Changes: The Town Board may, at its discretion, offer an alternative disability plan or make any changes it deems appropriate, including discontinuance of this benefit.

10 GENERAL PROVISIONS

10.1 Longevity Incentive

10.1.1 Summary: An employee shall receive a longevity payment based on the employee's total length of service with the Town as follows:

Length of Service	Longevity Payment
Less than five years	\$0
Five years or more, but less than ten years	\$350.00
Ten years or more, but less than fifteen years	\$700.00
Fifteen years or more, but less than twenty years	\$1,050.00
Twenty years or more, but less than twenty-five years	\$1,750.00
Twenty-five years or more	\$5,000.00

Said payment shall be made annually, in a single payment on the employee's anniversary date of employment.

10.2 Life Insurance

10.2.1 Eligibility: The Town will make available group term life insurance coverage to each full-time and part-time employee hired prior to April 15, 2024. Coverage will begin the first of the month following the completion of three full months of continuous employment, provided all eligibility requirements of the plan are met. This benefit shall not be provided to employees hired on or after April 15, 2024.

10.2. Premium Payment: The Town will pay the full cost of the life insurance premium for \$25,000 of coverage. Optional coverage in excess of \$25,000 is available, as well as dependent coverage options. An employee who chooses dependent coverage or coverage over and above the \$25,000 paid for by the Town must pay the additional premium cost.

10.3 Retirement Incentive

10.3.1 Buy-Out Incentive: Employees hired prior to April 15, 2024, who are eligible for retirement within the NYS Retirement System and have at least ten (10) years of continuous service with the Town, shall be eligible for a one-time lump sum payment of twenty-five (25%)

percent of the employee's final year's income, exclusive of overtime, upon retirement. To be eligible for this payment, the employee must provide written notification of the employee's intent to retire to the Town Board in the form of an irrevocable letter of resignation for the purpose of retirement. Such notice shall be provided in writing, at least six (6) months prior to the effective date of retirement. The employee understands that upon tendering this irrevocable letter of resignation, he/she shall be obligated to retire on the date indicated on the letter of resignation. Such payment shall be reported to the retirement system as an incentive as described herein. This benefit shall not be provided to employees hired on or after April 15, 2024.

11 DUE PROCESS PROCEDURES

11.1 Grievance Procedure

11.1.1 Definition: For the purposes of this Collective Bargaining Agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this Collective Bargaining Agreement.

11.1.2 Step One- Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated and a statement of facts, times, and dates.

The grievance must be submitted, in writing, to the Town Supervisor within thirty (30) calendar days from knowledge of the alleged grievance, or when the Union should have had knowledge.

Within seven (7) calendar days after receiving the grievance, the Town Supervisor shall meet with the designated Union Steward and the aggrieved employee(s). Within seven (7) calendar days after the meeting, the Town Supervisor shall issue a written response to the grievance, which shall be given to the designated Union Steward and the employee(s).

11.1.3 Step Two - Appeal to Town Board: In the event the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Board. The appeal must be submitted, in writing, within fourteen (14) calendar days of receiving the Step One response, or when the Step One response should have been received.

At the first Town Board meeting scheduled at least seven (7) days after receipt of the appeal by the Town, the Town Board shall meet with the designated representative of the Union and the aggrieved employee(s). Within ten (10) calendar days after the meeting, the Town Board shall issue a written response to the grievance, which shall be given to the designated representative of the Union.

11.1.4 Step Three - Binding Arbitration: In the event the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration through the Public Employment Relations Board ("PERB"). The demand for arbitration must be filed with the Town Supervisor within fourteen (14) calendar days from receiving the Step Three response, or (14) days from when the Step Three response was due to be received.

11.1.5 Selection of Arbitrator: The demand for arbitration of the grievance shall be made on the form provided by the NY State Public Employment Relations Board (PERB) and shall be filed with the Town Supervisor. After receipt of the demand for arbitration, the representatives of

the Union and the Town Supervisor shall confer for purposes of selection of an arbitrator. In the event that the representatives are not able to agree on an arbitrator within ten (10) working days of receipt of the demand for arbitration, either party may make the necessary application to PERB for the selection of an impartial arbitrator according to established PERB procedures.

11.1.6 Conduct of Arbitration: All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this Collective Bargaining Agreement.

11.1.7 Costs of Arbitration: The Employer and the Union shall share the cost of the arbitrator equally.

11.1.8 Time Limits: The Union must adhere to the time limits set forth in this grievance procedure which are conditions precedent to moving a grievance forward. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn, and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

11.2 Disciplinary Procedure

11.2.1 Civil Service Rules: Discipline for eligible employees shall be in accordance with the statutory provisions set forth in Section 75 and Section 76 of the New York State Civil Service Law, except that all non-competitive Civil Service employees shall be eligible for Section 75 and Section 76 protections after completion of their probationary period. Exempt class employees, as such, serve at the pleasure of the appointing authority and are not entitled to disciplinary protections under this Agreement.

11.2.2 Notice of Discipline: The Town shall provide the employee and the Union with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the designated representative of the Union.

11.2.3 Hearing Procedures: Once the Town has served the employee and the Union with a written Notice of Disciplinary Charges, the employee may choose to have the hearing proceed pursuant to Civil Service Law Section 75 or may proceed to binding arbitration as outlined in Sections 11.1.4 through 11.1.7, above. Once the employee elects a forum for discipline, they shall not be permitted to change the forum unless both the Town and the employee agree in writing.

12 APPLICATION OF AGREEMENT

12.1 Duration of Agreement

12.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2024 through December 31, 2026, unless otherwise agreed to by the parties.

12.2 Complete Agreement

12.2.1 This Collective Bargaining Agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this Collective Bargaining Agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Union to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

12.3 Savings Clause

12.3.1 Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.

12.3.2 Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

12.4 Legislative Action

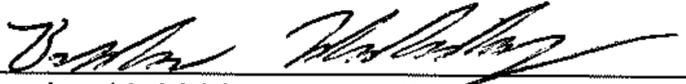
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL

12.5 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

Town of Chester

Teamsters Local 445



Brandon Holdridge, Town Supervisor



Tom O'Connell, Business Representative

Date: 6/14/24

Date: 06-10-24