

TOWN OF WEST SENECA



JOHN FENZ
TOWN ATTORNEY
jfenz@twsny.org

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

To: The Honorable Town Board

From: John J. Fenz, Esq.
Town Attorney

Date: September 28, 2016

Re: Collective Bargaining Memorandum of Agreement
West Seneca Police Benevolent Association, Inc.

Kindly adopt a resolution providing legislative approval for the attached Memorandum of Agreement between the Town of West Seneca and the West Seneca Police Benevolent Association, Inc. (the "PBA").

If adopted, the new collective bargaining agreement will include the terms of the expired collective bargaining agreement between the PBA and the Town and the modification of the terms of the attached Memorandum of Understanding.

MEMORANDUM OF AGREEMENT
by and between
Town of West Seneca
and
West Seneca Police Benevolent Association, Inc.

The West Seneca Police Benevolent Association (hereinafter referred to as "PBA") and the Town of West Seneca (hereinafter referred to as "The Town") were parties to collective negotiations preceding the date of this Memorandum of Agreement ("MOA"). This MOA represents full and complete settlement of all issues outstanding in negotiations. If adopted, the new collective bargaining agreement will include the terms of the expired collective bargaining agreement between the PBA and the Town, as modified by the terms of this MOA. This MOA is subject to ratification by the membership of the PBA and approval by the Town Board. The parties agree to support this MOA and to employ their best efforts to secure ratification and approval of the same.

1. Amend Article 7.1 of the CBA, as follows:

ARTICLE 7

SECTION 7.1 – SALARIES

Salary increases shall be as follows:

EFFECTIVE DATE	INCREASE
January 1, 2017	2.50%
January 1, 2018	2.50%
January 1, 2019	2.25%
January 1, 2020	2.25%

Police officers will be paid on a bi-weekly basis, on alternate Thursdays and one week's salary shall be held back from each officer.

Every police officer hired by the Town on or after January 1, 2012 shall be paid at the Trainee rate until the police officer graduates from the academy.

Effective January 1, 2012, the Trainee rate shall be \$21.00.

For each year following 2012, the Trainee rate shall increase by the same percentage agreed to for non-trainees.

2. Amend the language of Section 7.5 of the CBA as follows:

SECTION 7.5 – HOLIDAY PAY

In addition to basic annual salary, each police officer shall be given compensatory time off, or the value of 12 holidays. An officer, upon written notice to the Chief given between December 1st and December 10th of each year, may elect to take cash in lieu of up to twelve (12) Holidays. Payment shall be made in a separate check during the second or last pay check in December of that year. ~~Each officer must make his/her election to compensatory time off or to holiday pay within 30 days of the beginning of the calendar year or within 30 days of the date of appointment to the department, or such other time as mutually agreed upon between the Town and the Club. Officers who elect to receive the value of holidays in cash will receive payment in a lump sum payment on the first pay period in January for the holidays, which occurred the previous calendar year.~~ If an officer's employment is terminated, for any reason, the officer will be paid for the value of all holidays, which occurred prior to the date of termination.

The holidays shall be:

NEW YEARS DAY	JULY 4 TH
MARTIN LUTHER KINGS BIRTHDAY	LABOR DAY
PRESIDENT'S DAY	COLUMBUS DAY
GOOD FRIDAY	VETERAN'S DAY
EASTER SUNDAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY

In addition, the Town shall pay, to each police officer, on or about December 1st, each year, in lieu of a holiday for the employee's birthday, a sum of money equal to the officer's daily rate of pay.

In the event an officer has unused compensatory holiday time, standing to the officer's credit, on December 31st, the police officer shall be paid for said unused holiday time by January 31st, at the prevailing rate which was in effect on the previous December 31st.

3. Amend Section 7.13 of the CBA, as follows:

SECTION 7.13 – EDUCATION INCENTIVE PAY

Effective January 2017, each police officer who attends, or who has attended college, shall receive educational incentive payments, annually, as follows: (See Chart)

1. \$500.00 to a police officer who has an Associate Art or Associate Science Degree (two year program); or
2. \$1000.00 a year to a police officer who has a Bachelor of Arts or a Bachelor of Science Degree (four year program); or
3. \$5.00 per college credit hour, up to a maximum of one hundred (100) credit hours.

Educational incentive pay shall be paid in the first pay period in July of each year.

Effective January 2018, educational incentive payment will be increased at the same rate of increase as that of annual salary as compared to the prior year.

4. Amend Section 19.3 of the CBA as follows:

SECTION 19.3- RENEWAL OF AGREEMENT

The parties agree that negotiations for renewal of this Agreement shall commence on or about May 1, 2019.

5. Amend Section 19.4 as follows:

SECTION 19.4- EFFECTIVE DATES

This Agreement, except as modified hereafter, in writing, shall be in effect beginning January 1, 2017 and shall remain in force and effect until midnight, December 31, 2020.

6. Amend Article 11, Health Insurance, as follows:

1. All members hired prior to ratification of the 2017-2020 CBA will contribute to Health Insurance, for the length of the CBA, as follows:

- a. Family Plan:

1. 2017 - \$550 annual contribution
2. 2018 - \$600 annual contribution
3. 2019 - \$650 annual contribution
4. 2020 - \$700 annual contribution

- b. Single Plan:

1. 2017 - \$275 annual contribution
2. 2018 - \$300 annual contribution
3. 2019 - \$325 annual contribution
4. 2020 - \$350 annual contribution

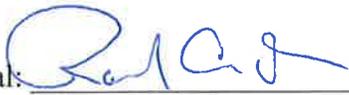
2. Employees hired after January 1, 2017 will contribute, upon retirement, the same annual amount as in their first year of employment.

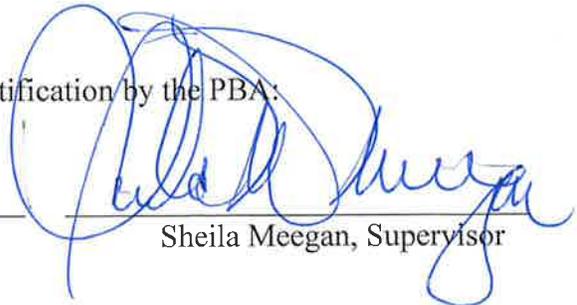
7. Amend Article 7, Section 16, as follows:

SECTION 7.16 – SPECIAL UNITS

Officers assigned to special units specifically created and conducted by the West Seneca Police Department, such as the Motorcycle Officer, DARE, Field Training Officers, School Resource Officers, officers assigned to Training, and Officers assigned to the Accident Investigation Unit shall be paid a premium of two and one-half percent (2.5%) of their standard hourly rate for each hour worked in that capacity. Officers assigned to the Honor Guard shall be paid a premium of two and one-half percent (2.5%) of their standard hourly rate for each hour worked in that capacity in non-overtime situations. (Officers are not entitled to receive any premium for time worked as part of the Honor Guard during overtime situations.) It is agreed and understood that no premium shall be paid for time spent in training for these assignments. In no event shall an officer “acting” in a special unit capacity be eligible to receive the premium. In the event that an FTO is not available: When two Lieutenants are on duty, the Town will assign a new officer to ride with one of the Lieutenants; if two Lieutenants are not on duty, the new officer will be assigned to desk duty.

Tentative, subject to legislative approval and ratification by the PBA:

Approval: 
Robert Bebak, President


Sheila Meegan, Supervisor

Date: 8/22/2016

Date: _____