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# AGREEMENT

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by and between the

TOWN OF WEST SENECA

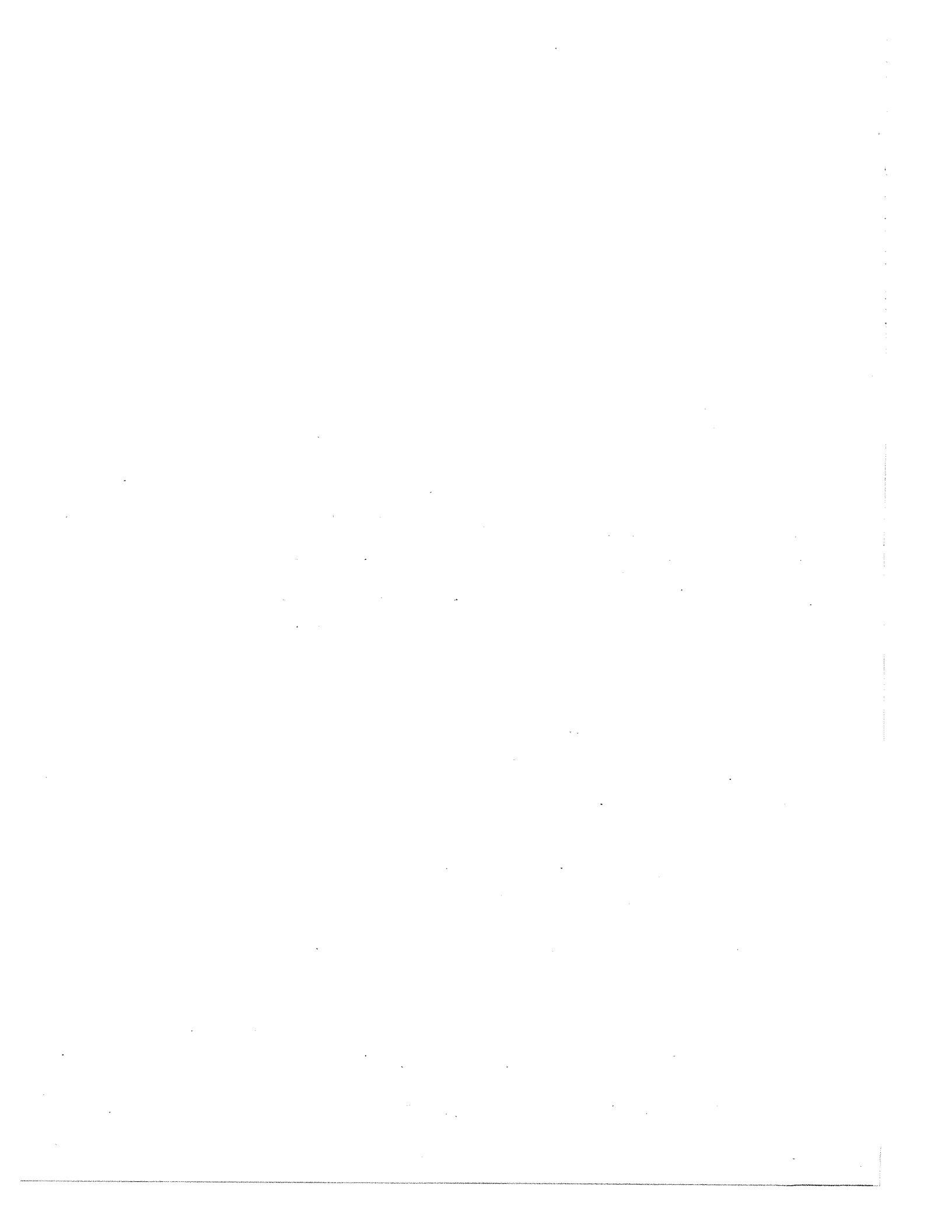
and

CSEA, Local 1000 AFSCME,  
AFL-CIO



Town of West Seneca White Collar Unit #6713-02  
Erie County Local 815

January 1, 2016 - December 31, 2021



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THIS AGREEMENT made this 14<sup>th</sup> day of September, 2017 by and between the Town of West Seneca (hereinafter referred to as the Town) and the Civil Service Employees Association, Inc., AFSCME, Local #1000, AFL-CIO (hereinafter referred to as CSEA or the Union).

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages and terms and conditions of employment to be observed between the parties.

THE PARTIES agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be opened on any item whether contained herein or not unless by mutual agreement, until a new contract is to be negotiated.

NOW, THEREFORE, it is mutually agreed as follows:

## ARTICLE 1 - RECOGNITION

### Section 1.1 UNIT

The Town recognizes the CSEA as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and all the terms and conditions of employment for all the employees whose job classifications appear in schedules attached hereto and all other full time White Collar employees of the Town of West Seneca excluding therefrom all members of the Police Department, Department Heads, Elected Officials, all part time employees, temporary employees hired on a seasonal basis, Town Attorneys, Town Engineer, Deputy Town Comptroller, Secretary to the Supervisor, Superintendent of Buildings and Grounds, Recreation Director, Senior Code Enforcement Officer (Managerial/Confidential Department Head), Plumbing Inspector, Sole Assessor IV, Dog Control Officer, Peer Counselor, Appointed Clerks to the Justice Court, Bookkeeper to the Supervisor, Director of Finance, and all Blue Collar Job Classifications. Such recognition shall extend to the maximum period allowed by law.

### Section 1.2 PART-TIME

Part-time employees are employees who average less than twenty (20) hours of work per week for the Town of West Seneca. A part-time employee is an

employee who does not work twenty (20) hours or more per week during four (4) payroll periods in a calendar year.

## **ARTICLE 2 - NON-DISCRIMINATION**

### **Section 2.1 NON-DISCRIMINATION**

Neither the Town nor the CSEA shall discriminate for or against any employee covered by this Agreement with regard to race, sex, color, age, religious creed, political affiliation, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications regardless of sex. No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

## **ARTICLE 3 - DUES DEDUCTION AND AUTHORIZATIONS - AGENCY SHOP**

### **SECTION 3.1 DUES DEDUCTION AND AUTHORIZATIONS - AGENCY SHOP**

CSEA having been recognized as the exclusive representative of employees within the bargaining unit described in Article 1 shall be entitled to have deductions made from the wages or salary of all employees within the bargaining unit in an amount equivalent to the dues and other fees levied by CSEA. The amount to be deducted from each employees wage shall be certified to the Town by the fiscal officer of CSEA. The Town shall make all said deductions and shall remit said sums to CSEA monthly to 143 Washington Avenue, Albany, New York 12210, or to such address as CSEA shall give to the Town from time to time.

The Civil Service Employees Association, Inc. having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions



and transmit the amount so deducted, along with a listing of such employees, to such address as CSEA shall give to the Town from time to time.

The Civil Service Employees Association, Inc. warrants that it has established and maintains a procedure pursuant to §208(3) of the New York Civil Service Law.

**Section 3.2**            **DUES DEDUCTION, INITIATION FEES AND INSURANCE FEES**

The Town shall deduct membership initiation fees, regular membership dues and CSEA insurance fees from the wages of those employees who have signed the appropriate payroll deduction authorization cards permitting such deductions and remit the monies deducted to the Civil Service Employees Association, Inc. and/or to its designated agent. The deduction(s) set forth in this Section 3.2 shall continue in effect until the employee revokes one and/or more of the deductions by sending a written statement of revocation to the Town. A copy of the revocation shall be sent concurrently to the CSEA.

CSEA warrants and agrees to hold the Town safe and harmless as a result of any said deductions. The Town further agrees to deduct and transmit any other sums voluntarily being deducted from an employee's wages for CSEA Insurance or other benefit upon the filing by CSEA and the employee of the proper authorization.

**ARTICLE 4 - WORKDAY, WORKWEEK AND OVERTIME**

**Section 4.1**            **WORKDAY**

The regular workday for employees covered under this contract shall not exceed seven (7) hours in any calendar day except employees who are working a regular eight (8) hour schedule.

**Section 4.2**            **COURT EMPLOYEES**

Those employees working in a position related to the West Seneca Town Court and/or Judges shall be subject to rescheduling by the Town of West Seneca.

It is understood such positions require court service in the evenings and Saturdays. Accordingly, the Town may adopt a working schedule which will include such

working hours within the thirty-five (35) hour work period. Such rescheduling of those employees shall not be considered as being in violation of this article.

### Section 4.3 HOURS OF WORK

(a) The hours of work for all employees covered under this contract, except employees in the Department of Engineering, Public Safety Dispatchers, employees in the Highway Department, employees in the Police Department and the employees of the Finance Department, shall be 9:00 a.m. to 5:00 p.m., Monday through Friday with a one (1) hour lunch break between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head.

All employees of the Engineering Department and the Finance Department covered under this contract shall work from 8:00 a.m. to 4:00 p.m., Monday through Friday with a one (1) hour lunch break between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head.

Each employee working in the Highway Department who is covered under this contract shall work from 7:30 a.m. to 3:00 p.m., Monday through Friday with a one-half (1/2) hour lunch break between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head.

Senior Clerk Typists and Clerk Typists in the Police Department covered by this contract shall work from 7:30 a.m. to 3:30 p.m., Monday through Friday, with a one (1) hour lunch break between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head. The Senior Police Clerk shall work from 8:00 a.m. to 4:00 p.m. with a one (1) hour lunch break between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head.

(b) Flex Time: During the term of this Agreement, bargaining unit employees in each department may submit, in writing and signed by all the department's bargaining unit employees, a flex-time work schedule with plan for coverage during the department's normal business hours to the employee's department head. If approved by the department head, the schedule and plan shall be submitted to the Town Board which may within its sole and exclusive discretion accept, reject or otherwise modify such schedule. If rejected, the Town will notify the Union, in writing, the reasons therefore.



(c) Public Safety Dispatchers: All Public Safety Dispatchers covered under this contract shall be assigned to one of the following shifts with a one (1) hour inclusive lunch break each day:

<b>Shift 1</b>	<b>8:00 a.m. to 4:00 p.m.</b>
<b>Shift 2</b>	<b>4:00 p.m. to 12:00 midnight</b>
<b>Shift 3</b>	<b>12:00 midnight to 8:00 a.m.</b>

Public Safety Dispatchers shall work five (5) consecutive days each week with two (2) consecutive days off. Public Safety Dispatchers include Senior Public Safety Dispatchers.

When only one (1) Public Safety Dispatcher, including the Senior Public Safety Dispatcher, is working, the Town will attempt to find another Town employee (a Part-time Dispatcher, another police department employee, etc.) to cover the lunch hour for that Dispatcher/Senior Dispatcher. If the Full-time Dispatcher is not relieved of his/her lunch hour, that Dispatcher will be paid \$0.75 more per hour for each hour worked during that shift.

When two (2) Public Safety Dispatchers, including the Senior Public Safety Dispatcher, are working alone, the Town will attempt to find another Town employee (a Part-time Dispatcher, another police department employee, etc.) to cover the lunch hour for each Dispatcher. If a Dispatcher is not relieved for his/her lunch hour, that Dispatcher will be paid \$0.75 more per hour for each hour worked during that shift.

(d) Public Safety Dispatchers who are assigned and work the second shift will receive an additional \$.25/hour for all hours worked on that shift.

Public Safety Dispatchers who are assigned and work the third shift will receive an additional \$.50/hour for all hours worked on that shift.

This becomes effective at the start of the first pay period following ratification and legislative approval of the Agreement.

#### **Section 4.4      WORKWEEK**

The regular workweek for White Collar employees shall not exceed thirty-five (35) hours except where such employees work regular forty (40) hour schedule.



**Section 4.5      LAG PAYROLL**

Employees will be paid on a biweekly basis on alternate Fridays, and one week's salary shall be held back from each employee.

**Section 4.6      ANNUAL SALARY**

White Collar employees shall not receive additional salary above the salary stated in the appropriate salary schedules which are attached hereto and made a part of this Agreement, except as may be otherwise provided in Article 4 and/or other articles of this contract.

**Section 4.7      OVERTIME**

All hourly employees shall receive overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for work hours in excess of their regularly scheduled hours of work established in this Article.

**Section 4.8      HOURLY OVERTIME**

All hourly employees may be required to work overtime at the discretion of the Department Head. If in the event that an hourly employee is required to work in excess of the hours of work established in this Article, such employee shall receive time and one-half (1 1/2) their regular rate of pay. All hourly employees working on a holiday will be compensated at the rate of one and one-half (1 1/2) times their regular rate plus the holiday pay, except for Public Safety Dispatchers who shall receive their regular rate for the holiday worked together with the compensation set forth in Section 6.5. In the event that a Public Safety Dispatcher is required to work in excess of eight (8) hours on a holiday, the Public Safety Dispatcher shall receive two and one-half (2 1/2) times his regular rate for each hour worked in excess of eight (8) hours.

**Section 4.9      OVERTIME RATE**

All hourly employees who are working beyond their regularly scheduled work day or workweek will receive overtime pay based on their regular hourly rate of pay. The hourly rate of pay for all hourly employees except those employees set forth in Section 4.10 of this Article 4 shall be determined by dividing the annual salary of the employee by 1820 hours.

If a national emergency is declared by a government entity, the Town will pay time and one-half for all hours worked during the national emergency, except for Sundays for which the employees will be paid double time. If an employee works more than sixty (60) hours during the same continuous national emergency, the employee will be paid double time for all hours worked in excess of the first sixty (60) hours during that same continuous national emergency. This section becomes effective only if the Town is reimbursed for the overtime by the government entity that declared the national emergency (i.e., FEMA).

**Section 4.10      OTHER OVERTIME RATES**

Other hourly Town employees working beyond their regularly scheduled work day or workweek will receive overtime pay based on one and one-half (1 1/2) times their regular hourly rate. The hourly rate of pay for all employees covered under this Section shall be determined by dividing the annual salary of the employee by 2080 hours.

**Section 4.11      HOURS OF WORK DEFINED**

For purposes of the provisions of this Article in computing overtime liability, "hours of work" shall be deemed to mean hours actually worked by the employees. Any paid absence shall be deemed to be seven (7) hours of work, except paid benefit days for employees who work forty (40) hours per week shall be deemed to be eight (8) hours of work.

**Section 4.12      SUNDAY PAY**

Any employee except a Public Safety Dispatcher who is required to work on a Sunday shall be paid at double his regular rate of pay. Any Public Safety Dispatcher who works on the seventh (7th) day of his workweek shall be paid double his regular hourly rate of pay for each hour or part thereof worked.

**Section 4.13      HALF DAY DEFINED**

For the purpose of this Agreement one-half (1/2) day shall be three and one-half (3.5) hours for an employee working seven (7) hours per day and four (4) hours for an employee working eight (8) hours per day.

**Section 4.14      COMPENSATORY TIME**

Employees may elect compensatory time off, at time and one-half rate, in lieu of an overtime payment. Employees may not accrue more than ten (10) days of



compensatory time to their bank at any given time. To receive such time off, there must be mutual agreement between the employee and the Department Head. If there is no agreement, the Town will pay the overtime at the rate of overtime payment contained in this Agreement.

**Section 4.15 MEAL ALLOWANCE**

A five-dollar (\$5.00) meal allowance will be paid to Engineering Department employees who work more than five (5) consecutive hours of overtime. Meal allowance will not be paid for overtime which is scheduled and for which the employee has received at least one (1) hours' notice. The one (1) hours' notice clause shall not apply if the overtime is contiguous to an employee's regular eight (8) hour work shift.

**Section 4.16 SHOE ALLOWANCE**

The Town of West Seneca will allow the full-time employees of the Engineering Department and Code Enforcement Department a one-hundred dollars (\$100.00) per year shoe allotment upon submission of a paid receipt for an approved shoe. Any employee who receives this shoe allowance, shall be required to wear an approved safety shoe as a condition of employment.

**ARTICLE 5 - PRODUCTIVITY**

**Section 5.1 PRODUCTIVITY**

The CSEA and Town recognize the necessity of a fair day's work for a fair day's pay throughout the Town's operations covered by this collective bargaining agreement. In this connection, both parties will urge its representatives and members to cooperate with each other in accomplishing this result so that both parties may gain economic improvements.

**Section 5.2 LABOR-MANAGEMENT**

(a) The Employer and the Union agree to establish a Labor Management Committee which will meet regularly to consider among other pertinent items, methods of improving working and safety conditions and general Labor Management matters. This Committee will also work to give consideration to potential or existing employees' grievances and to joint Labor Management problems which may involve operating procedure and policies affecting the conduct of the Employer's business.



(b) The Labor Management Committee will meet at a mutually agreed upon time and location and the employee members will be paid only for their regularly scheduled hours of work so long as they are scheduled to be working at the time these meetings are held. The Union agrees that the employee members of this Committee shall be limited to a maximum of three (3). The Employer will not be liable for any expenses incurred by the Committee Members.

## ARTICLE 6 - HOLIDAYS

### Section 6.1 PAID HOLIDAYS

All full-time employees shall be entitled to the following paid holidays:

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King Day</b>	<b>Columbus Day</b>
<b>President's Day</b>	<b>Election Day *</b>
<b>Good Friday</b>	<b>Veterans' Day</b>
<b>Memorial Day</b>	<b>Thanksgiving Day</b>
<b>Independence Day</b>	<b>Day after Thanksgiving</b>
<b>Christmas Day</b>	

Except for Public Safety Dispatchers, if any such holiday shall fall on a Saturday, the preceding Friday shall be observed as such holiday. If any such holiday shall fall on a Sunday, the following Monday shall be observed as such holiday. Holiday observance for Public Safety Dispatchers shall be on the actual day the holiday falls.

\*Beginning in 2017, Election Day shall no longer be recognized as a paid holiday under this Section. However, all bargaining unit employees shall receive one (1) floating holiday. Approval of the use of the floating holiday shall be governed by the same rules as the use of personal leave. This shall in no way effect Public Safety Dispatchers' holiday pay as stipulated in Section 6.5 of this Agreement.

### Section 6.2 BEFORE AND AFTER HOLIDAYS

Any full-time employee, except Public Safety Dispatchers, who fails to report for and perform his scheduled or assigned work on the last working day before a holiday and on the first working day following the holiday shall be ineligible to be paid for the un-worked holiday, unless such a holiday falls within a regular scheduled vacation period or unless the employee is off due to illness or injury for which he shall be required to produce verification for said absence or the employee is absent as a result of pre-approved benefit time.

A Public Safety Dispatcher scheduled to work on a holiday who is absent due to illness shall provide a doctor's certificate. If the Public Safety Dispatcher does not provide a doctor's certificate, the Public Safety Dispatcher shall lose one-thirteenth (1/13) of the holiday pay provided in Section 6.5. A Public Safety Dispatcher who is absent from work on a holiday, will be charged a sick day in order to receive a regular week's salary.

### **Section 6.3 SPECIAL HOLIDAYS**

Whenever special holidays are declared by Town Board Resolution, such days shall apply equally to all Town employees.

### **Section 6.4 HOLIDAY PAY**

Where an employee is required to work on a holiday that employee shall be paid on the basis of one and one-half (1 1/2) times his regular rate of pay plus the holiday pay, except for Public Safety Dispatchers who shall receive their regular rate for the holiday worked together with the compensation set forth in Section 6.5. In the event that a Public Safety Dispatcher is required to work in excess of eight (8) hours on a holiday, the Public Safety Dispatcher shall receive two and one-half (2 1/2) times his regular rate for each hour worked in excess of eight (8) hours.

### **Section 6.5 DISPATCHERS HOLIDAY PAY**

The aforementioned sections shall not apply to Public Safety Dispatchers, except as otherwise specifically set forth. Public Safety Dispatchers, including the Senior Public Safety Dispatcher, shall be compensated for holiday work in accordance with the following procedure:

- (a) Commencing January 1, 2006 and each year thereafter, each Public Safety Dispatcher and Senior Public Safety Dispatcher shall receive the sum due to be paid pursuant to the 2005 sum (\$4,693.96), which will be increased on 1/01/06 and



each January 1st thereafter by the percentage amount of the general salary increase as reflected in Article 26.

(b) The aforementioned payments will be made by separate check.

(c) In the event that a Dispatcher should die, retire, or for any reason become separated from service with the Town of West Seneca before the end of any year, said employee will be paid the aforementioned holiday compensation on a pro-rata basis, based upon the number of holidays that have passed.

## ARTICLE 7 - VACATIONS

### Section 7.1 HALF DAYS

Vacation days may not be used in units of less than one-half (1/2) of a day.

### Section 7.2 VACATION ENTITLEMENT

A full time employee who has completed the years of continuous service indicated in the following table in any calendar year shall receive a paid vacation corresponding to such years of service as shown in the following table:

YEARS OF SERVICE	WEEKS OF VACATION
After completion of 1 year	1 week
After completion of 3 years	2 weeks
After completion of 5 years	3 weeks
After completion of 10 years	4 weeks
After completion of 18 years	5 weeks
After completion of 21 years	5 weeks + 1 day
After completion of 22 years	5 weeks + 2 days
After completion of 23 years	5 weeks + 3 days
After completion of 24 years	5 weeks + 4 days
After completion of 25 years	6 weeks

Full time employees hired after March 18, 2011, who have completed the years of continuous service indicated in the following table in any calendar year shall

receive a paid vacation corresponding to such years of service as shown in the following table:

YEARS OF SERVICE	WEEKS OF VACATION
After completion of 1 year	1 week
After completion of 3 years	2 weeks
After completion of 8 years	3 weeks
After completion of 15 years	4 weeks
After completion of 16 years	4 weeks 1 day
After completion of 17 years	4 weeks 2 days
After completion of 18 years	4 weeks 3 days
After completion of 19 years	4 weeks 4 days
After completion of 20 years	5 weeks

An employee on Workers' Compensation or sick bank leave for an entire calendar month shall have his or her vacation accrual for that year reduced by 1/12 for each such calendar month absent.

In a year in which an employee reaches an anniversary which corresponds with entitlement to vacation, the employee shall be credited with the additional vacation time in the pay period in which the anniversary falls.

Note: A "week" in the vacation schedule is thirty-five (35) or forty (40) hours in the case of an employee who is normally scheduled to work forty (40) hours in a week.

### **Section 7.3 SCHEDULING VACATION**

Although vacations will, so far as practicable, be granted at times requested by the employees, the Town acting through its Department Heads, reserves the final right to assign vacation periods including the right to schedule such vacations in more than one period.

By March 1st of each year, each employee shall submit his or her request for not less than one-half (1/2) of the employee's annual vacation leave. Any part of the first half of the employee's annual vacation leave for which a request is not received by March 1st of each year will be assigned at the discretion of the Town



Supervisor. By October 1st of each year, each employee shall submit his or her request for any and all unused annual vacation leave. Any part of the employee's annual vacation leave for which a request is not received by October 1st of each year, will be assigned at the discretion of the Town Supervisor. An employee may carry-over up to five (5) days of vacation from one year to the next with the written approval of the employee's Department Head. Any vacation carried-over from one year to the next must be used by May 1st of the following year.

**Section 7.4 VACATION UPON SEPARATION**

All employees who are separated from employment and who have accrued vacation to their credit at the time of separation, shall be paid the salary equivalent of the accrued vacation.

In the event that an employee covered by this Agreement dies during the term of this Agreement, the employee's accrued vacation benefits, if any, shall be paid in the salary equivalent to the employee's estate.

**Section 7.5 HOLIDAYS DURING VACATION**

If a holiday(s) falls within the vacation period of an employee, the employee's vacation accruals shall only be reduced by the number of work days which are not considered holidays that fall within the designated vacation period of the employee or, at his or her option the employee shall be allowed to extend his or her vacation period by the number of holidays falling within such period.

**ARTICLE 8 - LONGEVITY**

**Section 8.1 LONGEVITY PAY**

Each employee shall be entitled to non-cumulative longevity pay in addition to their regular pay, which shall be paid to the employee as part of his salary. Longevity pay shall be paid in a lump sum to the employee within a thirty (30) day period of his anniversary date:

<b>YEARS OF SERVICE</b>	<b>AMOUNT</b>
After 5 years of service	\$ 900.00
After 10 years of service	\$ 950.00

After 15 years of service	\$1,150.00
After 20 years of service	\$1,300.00
After 25 years of service	\$1,400.00

## ARTICLE 9 - SICK LEAVE

### Section 9.1 SICK LEAVE ACCUMULATION

Each employee hired on or before March 18, 2011 shall be allowed sick time allowance for personal illness of one and one-half (1 1/2) days per month which may be accumulated to a maximum of two hundred seventy (270) days. Sick time shall be used in units of not less than one-half (1/2) day.

Employees hired after March 18, 2011 shall be allowed sick time allowance for personal illness of one and one-quarter (1 1/4) days per month which may be accumulated to a maximum of two hundred seventy (270) days. Sick time shall be used in units of not less than one-half (1/2) day.

### Section 9.2 PROOF OF ILLNESS

Before absence for illness may be charged against accumulated sick leave, the Board at the discretion of the Department Head, may require proof of illness in the form of a doctor's certificate containing a statement that the employee is unable to perform his duties. After three (3) workdays of continuous absence due to illness, the Town may require a doctor's certificate.

### Section 9.3 MEDICAL EXAMINATION

The Board may at any time require the employee to be examined at the expense of the Board, by a physician designated by the Board.

### Section 9.4 SICK LEAVE ABUSE

Any employee known to be or whose records indicate to be abusing his sick leave may be required to bring a doctor's certificate verifying such sickness for the first day of absence. The Department Head must notify such employees in writing of his intention to enforce this section of the contract.



In addition, if the proper verification is not given or abuse is observed, any absence may be charged as a leave without pay and/or may constitute cause for discipline.

**Section 9.5 NOTICE OF ABSENCE**

Employees shall, whenever possible, notify their appropriate Department Heads of their unavailability for work due to illness as soon as they are aware they will be required to be absent.

Every attempt shall be made to provide such notice at least within one (1) hour after the regular starting time of their work shift if on first shift and at least two (2) hours prior to the second and third shifts. If an employee fails to give the aforementioned notice, then that employee shall not receive a sick time entitlement for that absence and shall constitute cause for discipline.

**Section 9.6 MEDICAL CERTIFICATION**

After more than four (4) consecutive days of illness, a medical certificate will be required before the employee may return to work and before the employee can qualify for the sick leave or Workman's Compensation provisions of this contract.

**Section 9.7 PERSONAL USE OF SICK LEAVE**

Sick leave is to be used only for the personal illness, physician's visits, hospital or other medical treatment of an employee or his/her immediate family (spouse, children, and significant other residing in the employee's household) or the employee's parents.

**Section 9.8 ELIGIBILITY**

An employee must work a minimum of three (3) months in order to be eligible to take sick leave. At the expiration of the first three (3) months of an employee's employment, he shall be deemed to have accumulated sick leave for the first three (3) months at the rate of a day and one-half (1-1/2) per month ( or one and one-quarter (1 ¼) days per month for employees hired after March 18, 2011).

**Section 9.9 WORKERS COMP OR SICK BANK**

A full leave credit or unit is given only when an employee has been at work at least fifteen (15) workdays of a month or has been absent from work on approved paid leave except that an employee who has not worked an entire calendar month as a

result of being on Workers' Compensation leave or sick bank leave will not accumulate additional sick leave time for that calendar month.

## ARTICLE 10 - SICK BANK

### Section 10.1 ELIGIBILITY

In the event an employee has been on sick leave (paid or unpaid) for more than thirty (30) continuous days and has exhausted all of his sick leave credit, vacation and personal leave days, he may then apply for further sick leave from the sick bank created herein, providing he is a member of said sick bank.

### Section 10.2 CREATION

A sick leave bank will be established effective January 1, 1977. Said sick leave bank shall be created in the following fashion:

- (a) An employee, in order to join the sick leave bank, must contribute two (2) sick leave days from their current accumulated sick leave beginning January 1, 1977.
- (b) The Town Board will contribute one (1) sick leave day for each employee who joins the sick bank during the year 1977.
- (c) Every year thereafter a member of the sick bank must contribute one (1) sick leave day between January 1 and January 31, in order to continue as a participant in the sick leave bank.
- (d) Contribution to the sick bank (except for contributions from new participants in the sick bank) shall be suspended in any year that the total accumulated number of sick days in the sick bank exceeds two hundred fifty (250) days. Contributions will be resumed at any time that the accumulated total number of sick days in the sick bank falls below 250 sick days.
- (e) If at any time that the accumulated total number of sick days in the bank falls below the accumulated value of 100 sick days, the Town shall contribute sufficient days to bring the total number of accumulated sick days up to 100 accumulated sick days.



**Section 10.3      PURPOSE**

The establishment of said sick leave bank is to aid the employees who suffer a prolonged illness and whose regular sick leave, vacation and personal leave days have been exhausted and is to be administered in that fashion and the provisions contained herein shall be interpreted to benefit the employees designed to be protected.

**Section 10.4      QUALIFICATIONS**

To be a member, an employee must be a current contributor to the sick leave bank in accordance with the terms noted above. Contributions are to be made annually in writing between January 1st and January 31st in each year. An employee entering the bank after January 1977 other than a new employee (covered by Section 10.6 below), must match an initial member's total contribution of days in the year that said employee joins the sick leave bank.

**Section 10.5      LIMITATIONS**

An employee may be permitted, on written application to the ad hoc committee with adequate substantiation, to draw up to thirty (30) working days against the sick leave bank after their own sick leave day accumulation, vacation and personal leave days have been exhausted all in accordance with Section 10.1 herein because of all illness of a prolonged nature. Additional applications for extended sick leave of thirty (30) days may be permitted. An employee may be permitted to draw up to a maximum of one hundred and fifty (150) working days against the sick leave bank upon adequate medical substantiation that the employee is, and will be, unable to work and upon adequate medical substantiation that there is a reasonable medical expectation that the employee will be able to return to his employment with the Town of West Seneca within one hundred and fifty (150) working days from the date of the employee's first application for sick leave bank benefits.

**Section 10.6      MEMBERSHIP**

One (1) full year of employment will be required for membership in the sick leave bank and in order to join, a new member must initially contribute two (2) sick leave days.

**Section 10.7      APPLICATIONS**

All applications for extended sick leave from the sick leave bank must be filed with the sick leave bank committee who shall render their decision. The sick leave bank committee, when convened, will consist of the Town Supervisor or his designee from amongst the Town Board and the President of the employee bargaining unit or his designee. In the event that the sick leave bank committee cannot agree on a determination, the application for extended sick leave, then and in that event, the members of the sick leave bank committee shall select a third person in accordance with the procedure for the selection of an arbitrator as provided in the Grievance Procedure in the contract provisions herein. The decision of the sick leave bank committee or in the event the selection of a third party pursuant to the provisions herein, will be final and binding upon the parties.

Requests for sick leave benefits not in conformance with the criteria established in Section 10.5 or which request sick leave benefits in excess of one hundred and fifty (150) working days, will not be subject to the third party review procedure contained in this section but shall only be granted if the sick leave bank committee unanimously approves sick leave benefits. If unanimous agreement is not reached as herein above described, there will be no sick leave bank benefits granted and such denial of sick leave bank benefits shall be final and binding not subject to the third party review procedure.

#### **Section 10.8      ACCOUNTING**

The Supervisor of the Town of West Seneca will provide the President of the bargaining unit with an accounting of the number of days in the sick leave bank in writing, by February 15, of each year.

#### **Section 10.9      ABOLISHMENT**

In the event the sick bank should be abolished, all sick leave days remaining in such bank shall be divided equally among those employees who are participants in the bank as of the date abolishment occurs.

### **ARTICLE 11 - SICK LEAVE UPON RETIREMENT**

#### **Section 11.1      CONVERSION ONE YEAR BEFORE**

One (1) year prior to retirement, each employee shall convert his accumulated sick leave days into value by written application signifying his intention to retire, on a form provided by the Town.



**Section 11.2      PROCEDURE**

Upon receipt of such notification, the Board will convert such accumulated sick leave into value by taking the actual cash value of the accumulated sick day and multiplying by the rate of fifty (50) percent. The resulting sum shall be paid to the employee at the employee's option exercised in writing in accordance with the following:

- (a) The sum shall be paid to the employee as part of his final year's average salary by dividing the sum by the number of pay periods so as to allow for equal distribution over the employee's last year of employment or;
- (b) The sum shall be paid to the employee on the date of retirement.

**Section 11.3      SICK DAYS RETAINED**

In determining the number of days which an employee must convert into value, each employee may retain thirty (30) days of sick leave for use in the last year of his employment.

**Section 11.4      SICK LEAVE ABUSE WARNING**

The employees are specifically put on notice that any extended sick leave in the final year of employment shall result in the enforcement of Article 9, Sick Leave, Section 9.6, wherein an employee is required after four (4) consecutive workdays of illness to provide medical certification before any payment will be made pursuant to the protections of the Sick Leave clause. The parties to this Agreement, to wit; the Town of West Seneca and CSEA, mutually urge the employees to make the necessary election pursuant to Section 11.1 or, in the event the employee fails to make the election one (1) year in advance, then said election shall be made pursuant to Section 11.5.

**Section 11.5      NOTICE LESS THAN ONE YEAR**

If any employee shall notify the Town Board of his intentions to retire and such notice shall be less than one (1) year prior to the date of retirement, the Town Board shall convert an employee's accumulated sick leave days into value in accordance with the following formula:

- (a) If the notice exceeds six (6) months, the conversion shall be made in accordance with Section 11.2, Paragraph (a).

(b) If the notice shall be for a period of six (6) months or less, the employee's accumulated sick leave shall be converted into value in accordance with Section 11.2, Paragraph (b).

**Section 11.6 DEATH OF AN EMPLOYEE**

In the event that an employee covered by this Agreement dies while employed by the Town, the employee's estate shall receive payment for all unused sick time, if any, at the rate defined in Section 11.2.

**ARTICLE 12 - EMERGENCY LEAVE/PERSONAL**

**Section 12.1 VACATION IN LIEU OF PERSONAL LEAVE**

In lieu of emergency leave and/or personal leave each employee, after one year of continuous service, shall receive, in addition to any and all vacation benefits earned pursuant to Article 7, three (3) vacation days.

**ARTICLE 13 - DEATH IN THE FAMILY**

**Section 13.1 BEREAVEMENT LEAVE**

Each employee shall be granted leave without loss of pay not to exceed three (3) consecutive calendar days, including the day of the funeral/memorial service, because of a death in his immediate family. The employee shall be paid for any regularly scheduled working hours during such three (3) calendars day period.

**Section 13.2 IMMEDIATE FAMILY DEFINED**

(a) Immediate family for the purpose of Section 13.1 shall be deemed to include husband, wife, significant other residing in the employee's household, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative permanently residing in the personal household in which the employee permanently resides.

(b) Each employee shall be excused from regularly scheduled work for one (1) day to attend to the funeral/memorial service for the employee's aunt or uncle.



**Section 13.3      TERMINATION OF LEAVE**

Such leave for a death in the immediate family is intended to permit the employee time off for the purpose of handling necessary arrangements and to attend the funeral/memorial service. If the funeral/memorial service is not attended by the employee no such leave shall be authorized.

**Section 13.4      EXTENSIONS**

Such leave for a death in the immediate family may be extended to five (5) consecutive calendar days at the discretion of the Department Head under circumstances where the additional time is needed to attend the funeral/memorial service.

**ARTICLE 14      GENERAL LEAVE**

**Section 14.1      GENERAL LEAVE**

(a) Employees with at least one (1) year of continuous service with the Town and who request a leave of absence without pay or benefits from the Town Board which shall be granted for the following reasons:

- i. education which is directly related to the employee's job;
- ii. immediate family illness or death;
- iii. employment with the Town or other governmental entity.

In addition, a leave may be granted for other good and sufficient reason which is acceptable to the Town Board within its sole and exclusive discretion.

(b) Such request shall be in writing setting forth the specific period of time requested (not to exceed one year except as provided below) and the reasons therefore.

(c) Leaves granted for employment with a governmental entity other than the Town shall be for the duration of the current term of office of the elected official who is most directly responsible for the position to be held by the employee or, if the employee assumes an elected office, for the initial term of that office only.

For employment with the Town, the period shall not exceed one year but may upon written application, be extended up to one year at a time within the sole and exclusive discretion of the Town Board.

(d) The period of the leave of absence shall not be considered as time worked or as service with the town within the meaning of any of the other provisions of this Agreement.

(e) **Family and Medical Leave Act of 1993.**

It is agreed that nothing in this Agreement shall, in any way or to any extent, interfere with or prevent the Employer from fully complying with all of the provisions of the Family Medical Leave Act of 1993, as may be amended from time to time ("Family and Medical Leave Act"). Notwithstanding anything in this Agreement to the contrary, to the extent that any of the terms and conditions of this Agreement are inconsistent in any situation with the rights of an employee under the Family and Medical Leave Act or the obligations or rights of the employer under the Family and Medical Leave Act, such terms and conditions of this Agreement shall be deemed modified in that particular situation to permit full compliance with the full exercise of the employee's and the Employer's rights under the Family and Medical Leave Act. The time period of any leave of absence, paid or unpaid granted or otherwise called for by this Agreement, which is of a compatible nature with leaves called for by the Family and Medical Leave Act, shall be considered included within (run concurrent with) the time period for any leave required by the Family and Medical Leave Act. (The Family and Medical Leave Act shall be considered as a part of this Agreement, as if fully set forth in this Agreement, and shall be interpreted in any arbitration under this Agreement in a manner consistent with the decisions of the courts interpreting the Family and Medical Leave Act.)

(f) Employees on leave of absence as of the signing of this Agreement are exempt from the terms of this Article, paragraphs (a) - (d).

## **ARTICLE 15 - HEALTH AND WELFARE**

### **Section 15.1 DESCRIPTION OF COVERAGE**



The Town shall provide the following health insurance options:

1. **Blue Cross/Blue Shield Experience Rated Traditional**, Standard Hospital 42-43, Select Medical 60-61 with R45 (Cosmetic), R48 (Out-of-Area Hospital Benefit), R21 (Psychiatric Care), R8 dependent/student coverage 23/23, with prescription drugs/unmanaged (up to a 30-day supply) covered under MM. Additionally, the Town will provide all active full-time employees with BC/BS Major Medical deductible rider with \$100/\$200, coinsurance 80%/20%, MM OOP maximum (excluding deductible) \$500 individual/\$1,000 family aggregate. The Town shall provide a 105 (h) Health Reimbursement Account annually of \$1,500/family or \$750/single for employees selecting this plan. For 2007, the 105 (h) Health Reimbursement Account will become effective when the prescription drug change occurs and will be prorated for 2007 and will be in the form of a debit card.
2. **Blue Cross/Blue Shield Experience Rated Point of Service (POS) Plan:** \$0/\$15 or \$5/\$10 specialist/PCP co-pay (original & plus), no referrals, Out-of-Network \$250/\$500 deductible, 80%/20% coinsurance, \$2,000/\$4,000 out-of-pocket maximum, waive PCP pediatric co-pay, extended medical care rider, prosthetic devices 80%/20%, lasik, \$0 ambulance co-pay, \$35 emergency room co-pay, lifestyle rider benefit: Wellflex 3, unlimited lifetime maximum, \$1/\$10/\$25 three-tier prescription drug co-payment managed, w/contraceptives, no MPTD (member pay the difference), mail order - one co-pay per 90 day mail order, \$0 generic contraceptives, dependent/student coverage to age 25/25. The Town will reimburse employees and dependents for prescription co-payments made in excess of \$5.00. Employees shall complete the Town of West Seneca "Request for Reimbursement Claim Form" for reimbursement of medical expenses.
3. In the event that no carrier will sell the Town a \$5/\$10/\$25 three-tier prescription rider for this group, until such time that a new agreement is reached, the Town will self-insure via voucher co-payments made in excess of \$5.00. Employees shall complete the Town of West Seneca "Request for Reimbursement Claim Form" for reimbursement of medical expenses.
4. **Self-Insure Deductibles:** The Town shall have the right to purchase coverage with higher co-pays and/or deductibles and to self-insure the difference to the existing levels. For those employees required to contribute to the premium cost of coverage, the percentage contribution shall be based upon the premium charged by the carrier for the existing co-pay and deductible levels.



5. **Alternate Provider/Self Insurance:** If the Town is able to obtain equivalent or better coverage through another provider or through self-insurance, the Town shall have the right to substitute providers; provided that the Town first obtains approval from a joint committee composed of two members of management (selected by the Town) and two members of the Union (selected by the CSEA unit president). If the joint committee disagrees as to the issue of equivalent coverage, either party may submit the issue to arbitration as set forth in Article 24. The new coverage must be approved equivalent by the arbitrator prior to implementation of the new coverage.

6. **Change By Carrier:** In the event that the carrier/insurer discontinues the coverage provided, the Town shall replace that coverage with that Plan's replacement coverage as offered by the carrier/insurer. Should such replacement plan be less expensive to the Town than the prior plan, the difference in premium cost may be used to purchase any available riders agreed to by the parties.

**Section 15.2**                    **EMPLOYEE CONTRIBUTIONS - POINT OF SERVICE (POS) OPTION**

Employees will be required to pay twenty percent (20%) of the premium cost for their first five (5) years of employment and fifteen (15%) of the premium cost for the sixth (6th) through tenth (10th) years of employment. Effective January 1, 2017, once the Employee completes ten (10) years of Town service, the employee shall contribute \$34.62 per pay period for a family plan, and \$23.08 per pay period for a single plan. All Employee health insurance contributions shall be deducted on a pre-tax basis.

**Section 15.3**                    **EMPLOYEE CONTRIBUTIONS - BC/BS EXPERIENCE RATED TRADITIONAL OPTION**

A. **Employees hired prior to January 1, 2007:** Effective January 1, 2017, Employees selecting Traditional coverage shall contribute \$69.23 per pay period for family coverage, and \$34.62 per pay period for single coverage. All Employee health insurance premium contributions shall be deducted on a pre-tax basis.

B. **Employees hired on or after January 1, 2007:** Employees shall not be allowed to elect coverage under the Traditional Plan.



1. **Traditional Coverage - Special Circumstances**: Request of any employee to move to BC/BS Experience Rated Traditional Plan coverage will be granted for serious medical conditions other than provided by a POS or PPO. Section 15.3.A. shall apply. Human Resources will review these requests on a case-by-case basis. If the employee does not agree, the matter may be submitted as a grievance pursuant to Article 24 of the collective bargaining agreement.

**Section 15.4          DUPLICATION OF COVERAGE**

No employee will be allowed to have duplicate coverage under any plan offered by the Town.

The Town will pay twenty-five percent (25%) of the annual premium to the employee who is eligible for coverage under the Town plan, pursuant to this Article and who opts not to take such coverage or drops the coverage for an entire coverage year, except that this payment will be prorated in the first year of this Agreement from the date that the Town is not assessed for the premium payment. Payment shall be made by separate check around December 1st of each contract year.

**Section 15.5          OPTICAL AND DENTAL COVERAGE**

The Town will purchase the CSEA-EBF (family coverage at the composite rate) Platinum 12 Optical and Dental (Sunrise) Plans at no cost to the employees.

**Section 15.6          HEALTH INSURANCE UPON RETIREMENT**

Employees who retire after January 1, 2006 with a New York State service or disability pension shall have the option of participating in a health insurance plan upon retirement. The foregoing shall apply to retirees who retire after the age of 55, except for employees who receive New York State Disability Retirement who shall be eligible upon their approved retirement.

Prior to reaching age sixty-five (65), a retiree shall have the option of participating in a Point of Service (POS) Plan provided for in this agreement at no cost to the retiree, whether single or family plan. Employees hired after December 14, 2016 shall also have this option, but shall be responsible for continuing the same health insurance premium contribution that they are responsible for on their last day of employment prior to retirement. Prior to reaching age sixty-five (65), a retiree shall have the option of participating in the Traditional Plan provided for in this



agreement at no cost to the retiree, whether single or family plan, provided he/she was hired prior to January 1, 1994. If the retiree was hired after January 1, 1994 and opts for the Traditional Plan, he/she shall pay one-hundred (100%) percent of the difference in cost of the Point of service (POS) Plan provided for in this agreement. This provision shall be applied prospectively.

A retired member, upon reaching the age 65 years, must avail him/herself of coverage under Medicare Parts A and B in lieu of full coverage under Blue Cross and Blue Shield Traditional Plan or Point of Service (POS) Plan. For those employees who retire after January 1, 2006 and have retiree health insurance through the Town, upon reaching age sixty-five (65), or whatever Medicare eligible age then in effect, the Town will reimburse the retiree for the cost of Medicare Part B for those retirees electing coverage under the BC/BS Senior Blue Point of Service (POS) Plan or the BC/BS Senior Blue Preferred Provider Organization (PPO) Plan. Employees hired after December 14, 2016 shall not be eligible for reimbursement of the cost of Medicare Part B. The Town will also reimburse the retiree and spouse up to \$1,200 per year for the cost of co-payments and deductibles. This shall become effective when the new BC/BS Senior Blue Plans are offered and selected by the retiree.

When the Summary of Benefits for the BC/BS Senior Blue Point of Service (POS) and BC/BS Preferred Provider Organization (PPO) Plans are formulated, portable and comparable to the current level of benefits, the parties agree to implement supplemental coverage. Once the BC/BS Senior Blue Plan(s) are implemented, any individual who retires after January 1, 2006 shall no longer be eligible to receive the BC/BS POS or BC/BS Traditional coverage. When available, the Town and Union agree to negotiate the impact of the implementation of such plan: in that negotiations the sole issue shall be the amount that the Town will reimburse for co-payments and deductibles with the potential maximum being \$1,400 per year.

In the event a member is not eligible for Medicare coverage by age 65, the provisions of Section 15.1 shall be provided until such member becomes eligible for Medicare. In the event a member, upon reaching the age 65 years, is not eligible for the BC/BS Senior Blue PPO Plan because he/she resides out-of-state, the Town will reimburse the retiree for the cost of other coverage up to the Town's share of the premium cost of the plan provided to retirees residing in the Town.

It is understood that there will be a three-tier prescription co-payment for the BC/BS experience rated Point of Service (POS) Plan and the BC/BS experience



rated Preferred Provider Organization (PPO) for retiree coverage, with a \$5.00 co-payment for generic drugs.

If after an employee has retired and is then able to secure other health insurance coverage equal or superior to the coverage contained herein, at no cost to the retiree, the coverage provided herein shall terminate. If the retiree has availed him/herself of other health insurance coverage, and after retirement said retiree is no longer able to participate in that alternate health care program, or said coverage is either not equal to, or is inferior to, the coverage herein provided, the retiree shall be permitted to return to the group in accordance with the formula established above.

#### **Section 15.7 ADMINISTRATION**

The provisions of the group plan presently in force and any modification thereof shall control the administration of said plan.

#### **Section 15.8 INSURANCE WHILE ON LEAVE**

The Board shall allow an employee to continue group medical insurance coverage while on an authorized leave of absence. The employees will pay full cost of the premium one (1) month in advance.

#### **Section 15.9 SURVIVING SPOUSE OR DEPENDENTS**

The surviving spouse and/or dependents (as defined by Blue Cross and Blue Shield) shall be permitted to continue in the group health insurance program provided by the Town to the Town employees at no cost to the Town in the same manner as provided in Section 15.8 above for employees on leave of absence; to wit, the individuals desiring to participate in the group health insurance shall remit the full cost of the premium to the Town one (1) month in advance. In addition, the election to participate shall be made as soon as reasonable after the time that the survivors are granted the option contained herein.

### **ARTICLE 16 - JURY DUTY**

#### **Section 16.1 JURY DUTY**

A full time employee, including employees in the Public Safety Department, who is summoned for jury duty shall be excused from work for only those days on which he reports for actual jury duty.

**Section 16.2      JURY DUTY PAY**

An employee including covered employees in the Public Safety Department shall receive for each day of such service on which he/she otherwise would have worked the difference between the payment he receives for such service and his regular compensation.

**ARTICLE 17 - WORKERS' COMPENSATION**

**Section 17.1      EMPLOYEES HIRED PRIOR TO APRIL 19, 1985**

A full time employee, hired prior to April 19, 1985, who is absent due to an injury in the course of his employment covered by Workers' Compensation, will receive his regular pay and benefits from the Town. In such cases, all benefits received from the Workers Compensation will be assigned to the Town. Upon termination of the payment of the Workers' Compensation benefits, the Town shall cease such payments and benefits until the employee returns to his regular employment.

Time off for disability covered by Workers' Compensation shall not be charged against an employee's sick leave or accumulated sick leave. However, in the event the disability is for a period of ninety (90) continuous work days, the employee shall not accrue additional personal leave or sick leave while said employee continues on Workers' Compensation leave past the ninety-first (91st) workday.

**Section 17.2      EMPLOYEES HIRED ON OR AFTER APRIL 19, 1985**

An employee hired, on or after April 19, 1985, absent due to injury in the course of employment shall receive Workers' Compensation benefits in accordance with the provisions of the Workers' Compensation law only. (Refer to Section 7.2, Vacation Entitlement and Section 9.9, Workers' Comp or Sick Bank).

**Section 17.3      COMPENSATION HEARINGS**

Prior to an employee attending and after attending a Workers' Compensation hearing or Workers' Compensation medical examination, when the employee would otherwise have been at work, the employee shall report to his or her work place.

**Section 17.4      SECTION 71 TERMINATION**



It is further agreed and understood that should an employee be terminated from the payroll pursuant to Section 71 of the New York State Civil Service Law, such employee shall be allowed to continue, at the employee's own expense, the Town's group medical insurance coverage. The employee must pay the full cost of the monthly premium one (1) month in advance to continue eligibility. Further, such eligibility shall cease upon termination of any return rights under Section 71 of the New York State Civil Service Law or commencement of any other employment.

## **ARTICLE 18 - RETIREMENT**

### **Section 18.1 TWENTY-YEAR RETIREMENT**

The West Seneca Town Board shall continue to participate in the New York State and Local Retirement system, and provide the riders detailed in Section 75(i), Section 41(j) and Section 60(b) as set forth in the New York State Retirement and Social Security Law for each employee covered under this contract. Employees should consult the New York State and Local Retirement System to determine their Tier and benefit structure under the system.

## **ARTICLE 19 - RESIDENCY**

### **Section 19.1 RESIDENCY**

After fifteen (15) years of service, a Town employee may reside outside the Township.

## **ARTICLE 20 - SENIORITY**

### **Section 20.1 PROBATIONARY PERIOD**

Every permanent appointment from an open competitive list and every original appointment to a position in the non-competitive, exempt or labor class shall be probationary for a period of twenty-six (26) weeks.

### **Section 20.2 PERMANENT STATUS**

Upon fulfilling all requirements of eligibility an appointment shall become permanent upon the satisfactory completion of the period of probation. If the

conduct or performance of the probationer is not satisfactory, his employment may be terminated at any time on or before the completion of the probationary period.

### **Section 20.3      DEFINITION**

Seniority means an employee's length of continuous service within this bargaining unit in the Town. For competitive class employees, seniority is the employee's length of continuous employment on a permanent basis in the classified service (this includes the employee's probationary period). For non-competitive and labor class, employee's seniority begins on the employee's first day of service within the bargaining unit including any temporary and/or provisional employment status.

### **Section 20.4      WHEN SENIORITY CEASES**

Seniority shall cease for any one of the following reasons:

- (a) Resignation
- (b) Discharge
- (c) Retirement
- (d) Layoff (on a preferred list), OR
- (e) Refusal of a recall to employment

### **Section 20.5      CONTINUOUS SERVICE**

Continuous service shall include those periods when an employee is on the employer's payroll and those periods when an employee is:

- (a) On leave of absence, including military leave, with or without pay when authorized,
- (b) On layoff, or
- (c) Absent from and unable to perform the duties of his or her position by reason of disability resulting from an injury or illness not to exceed one year.

### **Section 20.6      SIMULTANEOUS HIRING**

Upon ratification of the agreement by the parties, the relative seniority of two or more employees hired or appointed on the same date in the same classification shall be governed by the employee's position on the Civil Service List.



**Section 20.7      LAYOFFS**

**COMPETITIVE CLASS EMPLOYEES**

(1) The layoff and recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York Civil Service Law as amended from time to time.

(2) It is agreed and understood that should a competitive class employee not wish to exercise any bump permitted under Civil Service Law or fail to so exercise within five (5) working days from the date of the notice of layoff, such employee will be placed on a preferred list pursuant to Civil Service Law.

**NON-COMPETITIVE AND LABOR CLASS EMPLOYEES**

(1) For permanent non-competitive and labor class employees, seniority shall govern with respect to layoffs, reduction in force and/or job abolishment and recall in accordance with the following procedure:

(A) Before any permanent non-competitive and/or labor class employee in the classification is laid off in any department, temporary, provisional and probationary employees in the classification in that department shall be first laid off in that order.

(B) Where there is a layoff in a specific classification and no temporary, provisional and probationary employees are involved, the employee with the lowest seniority in the same classification in the Town shall be laid off.

(C) **Recall**. Recall shall be in the inverse order of layoff. Laid off employees shall have their names placed on a preferred list for a period of two (2) years from the date of the layoff. Notice of recall shall be sent to the employee's last known address by certified mail. If the employee fails to notify his department head within five (5) business days after receipt of mailing of such notice of recall that he intends to return to work, such employee shall be deemed to have quit. No new employees will be hired into a classification until all employees who are on layoff status from that classification have been offered recall.

**Section 20.8      SENIORITY LIST**

(1) Upon the CSEA unit president's request, the employer shall provide CSEA with a current seniority list of all employees in the bargaining unit.



**Section 20.9      DISCIPLINE AND DISCHARGE**

In lieu of coverage under Section 75 and Section 76 of the New York State Civil Service Law the following procedure will be followed:

If the Town determines that an employee shall be disciplined, such employee may be disciplined depending upon the circumstances of each case, for just cause. An employee shall not be disciplined or discharged for acts which occurred more than one (1) year prior to the discovery of such acts unless said acts of misconduct or incompetency would constitute a crime pursuant to the Laws of the State of New York. Furthermore, the Town shall not take into account any disciplinary action against the employee which occurred more than three (3) years prior to the date of the discipline. At the time the action is taken, the employee may request the presence of an appropriate union representative if he so desires.

If an employee who has been disciplined or discharged considers such action to be unjust, he or she shall file a grievance, signed by the employee, within fifteen (15) working days; exclusive of the date disciplinary action was taken, with the Town Supervisor. Such grievance shall be in writing, signed by the employee and shall set forth the reasons for contesting the discipline and any mitigating circumstances. Such grievance shall be treated as a step three (3) grievance as set forth in the grievance procedure and shall be reviewed at the next scheduled step three (3) grievance meeting between the parties. If the decision at the third step is unacceptable, the employee, through the Union, may utilize the arbitration procedure as provided in this Agreement.

Failure to file a grievance within the time frame here and above specified or timely appeal to arbitration shall constitute acceptance of the disciplinary penalty and then settle the matter with prejudice in its entirety.

**Section 20.10      CALL BACK PAY**

Any employee represented by the CSEA who is called back to work, after his regular tour of duty, shall be given a minimum of two (2) hours. The employee may be required to work the full two (2) hours.

**Section 20.11      ACCRUAL OF BENEFITS**

Unless otherwise stated, all benefits, except for seniority, shall accrue from the first day of full time employment which is continuous (without a break in service) regardless of whether or not the employment is probationary, seasonal, provisional,



or other full time employment with the Town of West Seneca, continuous with and contiguous to the employee's permanent appointment. An employee's continuous services shall be broken by voluntary resignation, discharge for just cause, and retirement, except that if an employee returns to work in any full time capacity within one (1) year, the break in continuous service shall be removed from his or her record, with the exception of discharge for just cause. Temporary, probationary, provisional or other such appointments within the Town to a job or title other than the employee's usual or permanent title shall not constitute a break in service.

## **ARTICLE 21 - NOTICES AND VISITATION**

### **Section 21.1 POSTING NOTICES**

The CSEA shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Town.

### **Section 21.2 VISITATION**

The representatives of CSEA shall have the right to visit by appointment with the Department Head, the premises and facilities of the Town for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

### **Section 21.3 EXAMINATION NOTICES**

All exam announcements shall be posted pursuant to law with copies given to the President of the Unit as soon as practicable prior to the posting of such notices.

### **Section 21.4 JOB POSTING**

All permanent vacancies shall be posted for a seven-day period. The President of the Unit shall receive copies of all job postings at the earliest time prior to posting.

### **Section 21.5 UNION LEAVE**

The Town shall allow the President or his designee an aggregate of eight (8) days off without loss of pay or benefits per contract year to attend Union meetings and conventions.

## ARTICLE 22 - MAINTENANCE OF BENEFITS

### Section 22.1 MAINTENANCE OF BENEFITS

All conditions or provisions now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect for the duration of the agreement, unless mutually agreed otherwise between the Town and the Union.

## ARTICLE 23 - MANAGEMENT RIGHTS

### Section 23.1 MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, right and responsibilities possessed by the Board are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required to conduct Board programs; to administer the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees, pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class or positions and to classify or reclassify and to allocate and reallocate new or existing employees in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement. The listing of the rights of management in this Article is not intended to be nor shall it be considered restrictive of or as a waiver to any of the rights of the Board not listed herein. Such inherent management responsibility shall remain exclusively with the Board except as they may be shared with the CSEA by specific provisions of the agreement.

### Section 23.2 SUBCONTRACTING

The employer agrees that it will not subcontract any work or services covered under the terms of this Agreement except as herein provided:

(a) In the event that the employer desires to subcontract any such work or service, it shall:

(1) Give the Union notice in writing of its intent to subcontract;

(2) Bargain with the Union on its decision to subcontract and the effects upon the employees of that decision;



(3) Subcontracting during the term of this Agreement will not result in any employee being laid off.

**Section 23.3      DISPATCHER FLEXIBILITY**

It is agreed and understood that due to changes in the nature of the operations of the Town, changes in technology and information systems, and changes in the method of providing the dispatch service, the Town has and may modify or change the duties performed by Public Safety Dispatcher and Senior Public Safety Dispatchers, including any and all computer entries and computer reports and prisoner monitoring after receiving appropriate training. In recognition of this flexibility, each Public Safety Dispatcher and Senior Public Safety Dispatcher employed by the Town on December 17, 2001 will receive a **one-time only** "Flexibility Bonus" equal to twenty-five dollars (\$25) per full month of employment (as of December 31, 2001) with the Town. One half of this payment shall be made on or before March 1, 2002 and the second half of this payment shall be made on or before February 1, 2003.

**ARTICLE 24 - GRIEVANCE PROCEDURE**

**Section 24.1      FILING LIMITS**

Any grievance or dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder shall be processed in accordance with the following procedure. No alleged grievance shall be entertained and shall be deemed waived unless presented at the first available step within thirty (30) days after the aggrieved party knew or should have known of the act and conditions on which the alleged grievance is based.

**Section 24.2      STEPS**

**Stage 1:** The employee having a grievance will present such grievance through a representative of the CSEA designated for such purpose. Such CSEA representative will then informally discuss the grievance with the Head of the Department in which the employee is employed.

**Stage 2:** If the grievance is not satisfactorily resolved at Stage 1, the Union may present the grievance in writing to Human Resources within thirty (30) calendar days after the aggrieved party knew or should have known of the act and



conditions which the alleged grievance is based. Human Resources shall render a decision in writing within five (5) working days thereafter and present two copies of the written decision to the Union.

**Stage 3:** If the grievance is not satisfactorily resolved at Stage 2, the Union may file an appeal in writing from the decision of Human Resources with the Town Board five (5) working days after receiving the decisions at Stage 2. The Board, acting through the Town Attorney, shall hold a meeting to review the grievance within ten (10) working days after receipt of such appeal. The Board shall render a decision in writing within ten (10) working days thereafter and present two copies of the written decision to the CSEA representative.

**Stage 4:** If the grievance is not satisfactorily resolved at Stage 3, the Union may file a notice with the Board within ten (10) working days after receiving the decision at Stage 3, which notice shall state its desire to submit the grievance to arbitration. Within ten (10) working days after receipt of such notice, the Town and the Union shall agree on a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. In the event of disagreement as to the selection of an arbitrator, a request for a list of arbitrators will be made to the Public Employee Relations Board by either party. The selected arbitrator shall hear the matter promptly and will issue his decision in writing within thirty (30) days from the date of the hearing. The decision of the arbitrator shall be final and binding on all parties.

#### **Section 24.3 EXPENSES OF ARBITRATION**

The cost for the services of the arbitrator, including expenses, if any, shall be shared equally by the Town and CSEA. The arbitrator shall have the authority to apply the provisions of this Agreement but he shall not have the authority to add to, amend, modify or delete any of the provisions of said agreement.

#### **Section 24.4 TIME LIMITS**

The failure of the CSEA or of the employee to take any of the action authorized by this Article within the time limit therefore shall constitute a waiver of the right to proceed further and shall terminate the proceeding.

In a concomitant manner, if the Town or any of its agents and/or representatives fail to answer a grievance(s) or hold a hearing or conference within the time limits for answering the grievance or holding the hearing or conference, the Union shall be allowed to move to the next stage in the procedure contained in this Article.



**Section 24.5      EXTENSION OF TIME LIMITS**

The time limits in the procedure may be extended by mutual agreement in writing.

**Section 24.6      BY-PASSING STEPS**

Any step of the grievance procedure may be by-passed by mutual agreement in writing.

**Section 24.7      DAYS DEFINED**

For purposes of definition, days shall not include Saturdays, Sundays or holidays.

**ARTICLE 25 - SALARIES**

**Section 25.1      INCREASES**

Effective January 1, 2016, each employee covered under this contract shall receive an increase in his or her 2015 salary rate of (0.0%). The salary schedule for 2016 is attached hereto as Appendix B. The 2016 salary schedule for employees hired after January 31, 2011 is attached hereto as Appendix B-1.

Effective January 1, 2017, each employee covered under this contract shall receive an increase in his or her 2016 salary rate of (2.5%). The salary schedule for 2017 is attached hereto as Appendix C. The 2017 salary schedule for employees hired after January 31, 2011 is attached hereto as Appendix C-1.

Effective January 1, 2018, each employee covered under this contract shall receive an increase in his or her 2017 salary rate of (2.5%). The salary schedule for 2018 is attached hereto as Appendix D. The 2018 salary schedule for employees hired after January 31, 2011 is attached as Appendix D-1.

Effective January 1, 2019, each employee covered under this contract shall receive an increase in his or her 2018 salary rate of (2.5%). The salary schedule for 2019 is attached hereto as Appendix E. The 2019 salary schedule for employees hired after January 31, 2011 is attached as Appendix E-1.

Effective January 1, 2020, each employee covered under this contract shall receive an increase in his or her 2019 salary rate of (2.5%). The salary schedule for 2020

is attached hereto as Appendix F. The 2020 salary schedule for employees hired after January 31, 2011 is attached as Appendix F-1.

Effective January 1, 2021, each employee covered under this contract shall receive an increase in his or her 2020 salary rate of (2.0%). The salary schedule for 2021 is attached hereto as Appendix G. The 2021 salary schedule for employees hired after January 31, 2011 is attached as Appendix G-1.

## **Section 25.2 INCREMENTS**

(a) Each employee shall receive an annual increment or step on his or her anniversary date in accordance with the guidelines for the payment of increments as set forth in this Article.

(b) An employee who receives a promotion within the bargaining unit shall move to the first step in the Salary Schedule for the employee's new job group which affords the employee a raise in salary.

**Effective January 1, 2017, it is understood that the affected post January 31, 2011 employees shall move to the step/increment that represents an increase in salary immediately, and shall then move through the steps/increments on each Employee's respective anniversary date annually within their respective Job Group until reaching Step 7/Full Job Grade.**

**Upon initial appointment, employees shall start at Step 1 of the Salary Schedule."**

## **Section 25.3 PUBLIC SAFETY DISPATCHER SHOW-UP PAY**

Effective January 1, 2017, Public Safety Dispatchers shall be required to report fifteen (15) minutes prior to the start of their assigned shift in order to receive a briefing from their outgoing colleague with respect to the status of the on-going emergency Dispatch Center. As such, all Public Safety Dispatchers shall receive fifteen (15) minutes of show-up pay at their normal hourly rate of pay for each shift they're scheduled.

## **Section 25.4 PUBLIC SAFETY DISPATCHER TRAINING PAY**



Public Safety Dispatchers who are assigned to provide training to a newly hired Public Safety Dispatcher shall be compensated for such duties. Such training pay shall be one (1) hour at a rate of pay of time and one-half (1 ½) for each shift a Public Safety Dispatcher is assigned such training duties.

## **ARTICLE 26 - DISAFFIRMANCE OF RIGHT TO STRIKE/LOCKOUT**

### **Section 26.1 DISAFFIRMANCE OF RIGHT TO STRIKE**

Neither the CSEA or any employees represented by it shall engage in a strike and neither the CSEA nor any employee represented by it shall cause, instigate, encourage or condone a strike.

### **Section 26.2 NO LOCKOUT**

The Town and/or its agents and representatives agree not to lock out any and/or all of the employees covered under this Agreement.

## **ARTICLE 27 – OUT OF TITLE WORK**

### **Section 27.1 OUT-OF-TITLE WORK**

Each employee covered under this contract that is assigned out of title work for a period of two (2) consecutive working days or more shall receive out of title pay for the duration of the assignment in accordance with the following guidelines:

- a) Each employee who is given a temporary assignment in a higher hourly rated title shall be placed on the same step in the Group to which the higher title has been previously designated as the affected employee has achieved in the title he permanently encumbers.
- b) Each employee covered under this contract that is given a temporary assignment to a title with a lower hourly rate of pay shall continue to be paid the rate of pay he receives for performing the duties in the higher hourly rated title that he permanently encumbers.

## ARTICLE 28 - MODIFICATION OF AGREEMENT

### Section 28.1 MODIFICATIONS ONLY IN WRITING

This Agreement may not be modified in whole or in part except by an instrument in writing executed by both parties. No departure from any provisions of this Agreement by either party, or their officers, agents, representatives or members shall be construed to constitute a continuing waiver of the right to enforce any provisions.

## ARTICLE 29 - ILLEGALITY

### Section 29.1 ILLEGALITY

If any provision of this Agreement is or shall be at any time contrary to law, such provision shall not be applicable, performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in full force and effect. Additionally the parties to this contract agree that they shall immediately meet to negotiate a replacement for any provision which is found to be contrary to law.

## ARTICLE 30 - PERSONNEL FILES

### Section 30.1 PERSONNEL FILES

Each employee covered under this contract shall be given a copy of any material which is to be placed in his personnel file. Such employee shall be allowed to place a response of reasonable length in his file with regard to any material which is to be or already has been placed in the aforementioned file. An employee shall have the opportunity to review his personnel file in the presence of an appropriate Town official or management person within twenty-four (24) hours of his request to inspect the file.

## ARTICLE 31 - TERM OF AGREEMENT

### Section 31.1 TERM OF AGREEMENT



This Agreement shall be effective the first day of January, 2016, and continue in full force and effect until midnight, December 31, 2021, and shall continue in full force and effect thereafter until such time as subsequent agreement becomes effective.

## **ARTICLE 32 - IMPLEMENTATION CLAUSE**

### **Section 32.1 IMPLEMENTATION CLAUSE**

The Town agrees that all the economic terms of this Agreement are effective, unless specified otherwise, retroactive to January 1, 2016. The Town agrees to implement all the terms and conditions of this Agreement, if reasonably possible, within sixty (60) days of the execution of this Agreement unless otherwise provided herein.

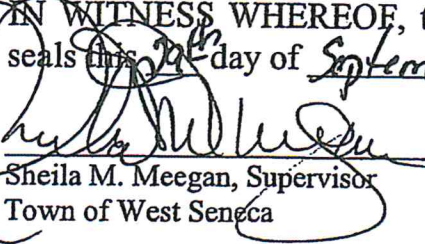
## **ARTICLE 33 - LEGISLATIVE ACTION**

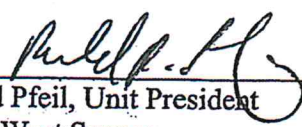
### **Section 33.1 LEGISLATIVE ACTION**

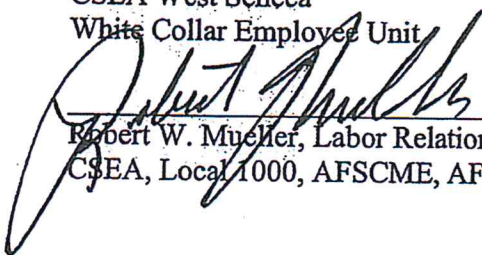
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT BY LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 29<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_  
Sheila M. Meegan, Supervisor  
Town of West Seneca

  
\_\_\_\_\_  
Ronald Pfeil, Unit President  
CSEA West Seneca  
White Collar Employee Unit

  
\_\_\_\_\_  
Robert W. Mueller, Labor Relations Specialist  
CSEA, Local 1000, AFSCME, AFL-CIO



## APPENDIX A - JOB CLASSIFICATION SCHEDULE

<u>GROUP NO#</u>	<u>TITLES WITHIN GROUP</u>
1	Assessment Clerk Clerk
2	Account Clerk Typist Clerk Stenographer Clerk Typist Highway Maintenance Clerk Principal Clerk Recycling Coordinator
3	Cashier Court Clerk Real Property Appraisal Technician Senior Clerk Senior Clerk Stenographer Senior Clerk Typist
4	Legal Stenographer Records Inventory Clerk Senior Account Clerk Senior Cashier Senior Police Clerk
5	Account Clerk- Mini Computer Operator
7	Sewage Treatment Plant Operator
7A	Engineering Aide Public Safety Dispatchers Sewer Inspector
8	Chief Sewage Treatment Plant Operator Director of Senior Services Recreation Supervisor Senior Recreational Therapist of Senior Services
8A	Senior Public Safety Dispatcher Engineer Assistant
9	Assistant Plumbing Inspector Engineering Draftsman

Housing Inspector  
Senior Engineering Assistant

10 Real Property Appraiser

10A

11 Assistant Code Enforcement Officer  
Principal Engineering Assistant  
Electrical Inspector

12 Code Enforcement Officer

13 Senior Recreational Therapist of Senior Services, Recreation and  
Youth

It is understood that any job titles heretofore appearing in the job title schedules or elsewhere in this Agreement that are recreated in the future by the Town will be placed in the same salary grade that they had been in at the time of their removal.



**APPENDIX B - 2016 SALARY SCHEDULE (Employees Hired on or Before 1/31/11)**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	\$33,525.44	\$34,677.99	\$35,830.50	\$36,983.09	\$38,135.65
2	\$35,846.08	\$37,207.23	\$38,568.32	\$39,929.42	\$41,400.88
3	\$41,167.25	\$42,736.99	\$44,224.83	\$45,712.72	\$47,200.51
4	\$44,054.25	\$45,821.60	\$47,599.84	\$49,372.46	\$51,258.14
5	\$48,921.75	\$50,765.80	\$52,684.59	\$54,238.98	\$56,695.34
7	\$49,265.29	\$51,262.70	\$53,527.69	\$55,379.76	\$57,438.40
7A	\$49,915.04	\$51,867.40	\$54,045.38	\$55,826.18	\$57,805.70
8	\$53,192.32	\$55,667.20	\$58,163.37	\$60,687.71	\$63,262.06
8A	\$53,722.96	\$56,102.66	\$58,482.32	\$60,862.03	\$63,318.24
9	\$60,012.17	\$62,778.29	\$65,544.51	\$68,310.36	\$71,076.84
10	\$60,522.00	\$63,534.91	\$66,673.27	\$69,811.53	\$72,949.93
10A	\$66,066.11	\$69,281.30	\$72,559.15	\$75,836.99	\$79,114.84
11	\$71,610.12	\$75,027.60	\$78,445.04	\$81,862.38	\$85,279.81
13	-	-	-	-	\$84,413.17

**APPENDIX C - 2017 SALARY SCHEDULE (Employees Hired on or Before 1/31/11)**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	\$34,363.58	\$35,544.94	\$36,726.26	\$37,907.67	\$39,089.04
2	\$36,742.23	\$38,137.41	\$39,532.53	\$40,927.66	\$42,435.90
3	\$42,196.43	\$43,805.41	\$45,330.45	\$46,855.54	\$48,380.52
4	\$45,155.61	\$46,967.14	\$48,789.84	\$50,606.77	\$52,539.59
5	\$50,144.79	\$52,034.95	\$54,001.70	\$55,594.95	\$58,112.72
7	\$50,496.92	\$52,544.27	\$54,865.88	\$56,764.25	\$58,874.36
7A	\$51,162.92	\$53,164.09	\$55,396.51	\$57,221.83	\$59,250.84
8	\$54,522.13	\$57,058.88	\$59,617.45	\$62,204.90	\$64,843.61
8A	\$55,066.03	\$57,505.23	\$59,944.38	\$62,383.58	\$64,901.20
9	\$61,512.47	\$64,347.75	\$67,183.12	\$70,018.12	\$72,853.76
10	\$62,035.05	\$65,123.28	\$68,340.10	\$71,556.82	\$74,773.68
10A	\$67,717.76	\$71,013.33	\$74,373.13	\$77,732.91	\$81,092.71
11	\$73,400.37	\$76,903.29	\$80,406.17	\$83,908.94	\$87,411.81
13	-	-	-	-	\$86,523.50



**APPENDIX D - 2018 SALARY SCHEDULE (Employees Hired on or Before 1/31/11)**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	\$35,222.67	\$36,433.56	\$37,644.42	\$38,855.36	\$40,066.27
2	\$37,660.79	\$39,090.85	\$40,520.84	\$41,950.85	\$43,496.80
3	\$43,251.34	\$44,900.55	\$46,463.71	\$48,026.93	\$49,590.04
4	\$46,284.50	\$48,141.32	\$50,009.58	\$51,871.94	\$53,853.08
5	\$51,398.41	\$53,335.82	\$55,351.75	\$56,984.83	\$59,565.54
7	\$51,759.35	\$53,857.87	\$56,237.53	\$58,183.36	\$60,346.22
7A	\$52,441.99	\$54,493.19	\$56,781.43	\$58,652.38	\$60,732.11
8	\$55,885.18	\$58,485.35	\$61,107.89	\$63,760.03	\$66,464.70
8A	\$56,442.68	\$58,942.86	\$61,442.99	\$63,943.17	\$66,523.73
9	\$63,050.29	\$65,956.44	\$68,862.70	\$71,768.57	\$74,675.11
10	\$63,585.93	\$66,751.36	\$70,048.60	\$73,345.74	\$76,643.02
10A	\$69,410.71	\$72,788.67	\$76,232.46	\$79,676.24	\$83,120.03
11	\$75,235.38	\$78,825.87	\$82,416.32	\$86,006.66	\$89,597.10
13	-	-	-	-	\$88,686.59

**APPENDIX E - 2019 SALARY SCHEDULE (Employees Hired on or Before 1/31/11)**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	\$36,103.23	\$37,344.40	\$38,585.53	\$39,826.74	\$41,067.92
2	\$38,602.31	\$40,068.12	\$41,533.86	\$42,999.62	\$44,584.22
3	\$44,332.63	\$46,023.06	\$47,625.30	\$49,227.60	\$50,829.79
4	\$47,441.61	\$49,344.85	\$51,259.82	\$53,168.74	\$55,199.41
5	\$52,683.37	\$54,669.21	\$56,735.54	\$58,409.45	\$61,054.68
7	\$53,053.33	\$55,204.32	\$57,643.47	\$59,637.94	\$61,854.87
7A	\$53,753.04	\$55,855.52	\$58,200.96	\$60,118.69	\$62,250.42
8	\$57,282.31	\$59,947.49	\$62,635.59	\$65,354.03	\$68,126.32
8A	\$57,853.75	\$60,416.43	\$62,979.06	\$65,541.75	\$68,186.82
9	\$64,626.54	\$67,605.35	\$70,584.27	\$73,562.79	\$76,541.98
10	\$65,175.57	\$68,420.15	\$71,799.82	\$75,179.38	\$78,559.10
10A	\$71,145.97	\$74,608.38	\$78,138.27	\$81,668.14	\$85,198.03
11	\$77,116.27	\$80,796.52	\$84,476.73	\$88,156.83	\$91,837.03
13	-	-	-	-	\$90,903.75



**APPENDIX F - 2020 SALARY SCHEDULE (Employees Hired on or Before 1/31/11)**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	\$37,005.81	\$38,278.01	\$39,550.17	\$40,822.41	\$42,094.62
2	\$39,567.37	\$41,069.82	\$42,572.21	\$44,074.61	\$45,698.83
3	\$45,440.94	\$47,173.64	\$48,815.94	\$50,458.29	\$52,100.53
4	\$48,627.65	\$50,578.47	\$52,541.32	\$54,497.96	\$56,579.40
5	\$54,000.46	\$56,035.94	\$58,153.93	\$59,869.69	\$62,581.05
7	\$54,379.66	\$56,584.43	\$59,084.55	\$61,128.89	\$63,401.25
7A	\$55,096.86	\$57,251.90	\$59,655.99	\$61,621.66	\$63,806.68
8	\$58,714.37	\$61,446.17	\$64,201.48	\$66,987.88	\$69,829.48
8A	\$59,300.10	\$61,926.84	\$64,553.54	\$67,180.29	\$69,891.49
9	\$66,242.21	\$69,295.49	\$72,348.88	\$75,401.86	\$78,455.53
10	\$66,804.96	\$70,130.65	\$73,594.81	\$77,058.87	\$80,523.07
10A	\$72,924.62	\$76,473.59	\$80,091.73	\$83,709.85	\$87,327.98
11	\$79,044.17	\$82,816.43	\$86,588.65	\$90,360.75	\$94,132.95
13	-	-	-	-	\$93,176.35

**APPENDIX G - 2021 SALARY SCHEDULE (Employees Hired on or Before 1/31/11)**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	\$37,745.93	\$39,043.57	\$40,341.17	\$41,638.86	\$42,936.51
2	\$40,358.71	\$41,891.22	\$43,423.65	\$44,956.10	\$46,612.80
3	\$46,349.76	\$48,117.11	\$49,792.26	\$51,467.46	\$53,142.54
4	\$49,600.20	\$51,590.04	\$53,592.14	\$55,587.92	\$57,710.98
5	\$55,080.47	\$57,156.66	\$59,317.01	\$61,067.08	\$63,832.67
7	\$55,467.26	\$57,716.12	\$60,266.25	\$62,351.47	\$64,669.27
7A	\$56,198.80	\$58,396.94	\$60,849.11	\$62,854.09	\$65,082.81
8	\$59,888.66	\$62,675.10	\$65,485.51	\$68,327.63	\$71,226.07
8A	\$60,486.10	\$63,165.38	\$65,844.61	\$68,523.90	\$71,289.32
9	\$67,567.05	\$70,681.40	\$73,795.85	\$76,909.89	\$80,024.64
10	\$68,141.06	\$71,533.27	\$75,066.71	\$78,600.04	\$82,133.53
10A	\$74,383.12	\$78,003.06	\$81,693.56	\$85,384.04	\$89,074.54
11	\$80,625.06	\$84,472.76	\$88,320.42	\$92,167.97	\$96,015.61
13	-	-	-	-	\$95,039.87



**APPENDIX B-1 - 2016 SALARY SCHEDULE - (Employees Hired After 1/31/11)**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	\$25,144.07	\$26,008.50	\$26,872.88	\$27,737.32	\$28,601.74
2	\$26,884.58	\$27,905.43	\$28,926.25	\$29,947.07	\$31,050.66
3	\$30,875.42	\$32,052.73	\$33,168.63	\$34,284.54	\$35,400.39
4	\$33,040.69	\$34,366.20	\$35,699.88	\$37,029.34	\$38,443.60
5	\$36,691.31	\$38,074.34	\$39,513.45	\$40,679.23	\$42,521.51
7	\$36,948.97	\$38,447.02	\$40,145.77	\$41,534.82	\$43,078.80
7A	\$37,436.29	\$38,900.56	\$40,534.03	\$41,869.62	\$43,354.29
8	\$39,894.24	\$41,750.40	\$43,622.52	\$45,515.78	\$47,446.55
8A	\$40,292.22	\$42,077.00	\$43,861.75	\$45,646.53	\$47,488.69
9	\$45,009.12	\$47,083.73	\$49,158.40	\$51,232.77	\$53,307.63
10	\$45,391.50	\$47,651.18	\$50,004.96	\$52,358.65	\$54,712.45
10A	\$49,549.57	\$51,960.98	\$54,419.36	\$56,877.74	\$59,336.13
11	\$53,707.60	\$56,270.70	\$58,833.78	\$61,396.79	\$63,959.87
12	\$56,275.44	\$58,807.84	\$61,453.91	\$64,219.27	\$67,109.59
13	\$63,309.88	\$66,158.53	\$69,135.51	\$71,915.52	\$75,151.34

**APPENDIX C-1 - 2017 SALARY SCHEDULE - (Employees Hired After 1/31/11)**

GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	\$27,544.70	\$29,468.76	\$31,392.82	\$33,316.88	\$35,240.92	\$37,164.98	\$39,089.04
2	\$29,649.41	\$31,780.49	\$33,911.57	\$36,042.66	\$38,173.74	\$40,304.82	\$42,435.90
3	\$33,997.85	\$36,394.96	\$38,792.07	\$41,189.18	\$43,586.30	\$45,983.41	\$48,380.52
4	\$36,592.38	\$39,250.24	\$41,908.12	\$44,565.99	\$47,223.85	\$49,881.73	\$52,539.59
5	\$40,501.29	\$43,436.53	\$46,371.77	\$49,307.01	\$52,242.24	\$55,177.48	\$58,112.72
7	\$41,149.41	\$44,103.58	\$47,057.73	\$50,011.89	\$52,966.04	\$55,920.21	\$58,874.36
7A	\$41,547.38	\$44,497.96	\$47,448.53	\$50,399.11	\$53,349.69	\$56,300.27	\$59,250.84
8	\$44,713.08	\$48,068.17	\$51,423.26	\$54,778.35	\$58,133.44	\$61,488.52	\$64,843.61
8A	\$44,958.29	\$48,282.11	\$51,605.93	\$54,929.75	\$58,253.56	\$61,577.38	\$64,901.20
9	\$50,387.36	\$54,131.76	\$57,876.16	\$61,620.56	\$65,364.96	\$69,109.36	\$72,853.76
10	\$51,255.08	\$55,174.85	\$59,094.61	\$63,014.39	\$66,934.15	\$70,853.91	\$74,773.68
10A	\$55,779.84	\$59,998.65	\$64,217.47	\$68,436.28	\$72,655.09	\$76,873.90	\$81,092.71
11	\$60,304.62	\$64,822.49	\$69,340.35	\$73,858.22	\$78,376.08	\$82,893.94	\$87,411.81
12	\$62,990.26	\$67,716.10	\$72,441.95	\$77,167.80	\$81,893.65	\$86,619.49	\$91,345.34
13	\$70,863.90	\$73,473.83	\$76,083.76	\$78,693.70	\$81,303.64	\$83,913.56	\$86,523.50



**APPENDIX D-1 - 2018 SALARY SCHEDULE - (Employees Hired After 1/31/11)**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1	\$28,233.32	\$30,205.48	\$32,177.64	\$34,149.80	\$36,121.95	\$38,094.11	\$40,066.27
2	\$30,390.64	\$32,575.01	\$34,759.36	\$36,943.73	\$39,128.08	\$41,312.45	\$43,496.80
3	\$34,847.79	\$37,304.84	\$39,761.87	\$42,218.91	\$44,675.96	\$47,132.99	\$49,590.04
4	\$37,507.19	\$40,231.50	\$42,955.82	\$45,680.13	\$48,404.45	\$51,128.77	\$53,853.08
5	\$41,513.82	\$44,522.44	\$47,531.06	\$50,539.69	\$53,548.30	\$56,556.92	\$59,565.54
7	\$42,178.15	\$45,206.17	\$48,234.17	\$51,262.19	\$54,290.20	\$57,318.21	\$60,346.22
7A	\$42,586.07	\$45,610.40	\$48,634.74	\$51,659.08	\$54,683.43	\$57,707.77	\$60,732.11
8	\$45,830.91	\$49,269.88	\$52,708.84	\$56,147.81	\$59,586.77	\$63,025.73	\$66,464.70
8A	\$46,082.25	\$49,489.17	\$52,896.08	\$56,302.99	\$59,709.90	\$63,116.81	\$66,523.73
9	\$51,647.04	\$55,485.05	\$59,323.07	\$63,161.07	\$66,999.08	\$70,837.10	\$74,675.11
10	\$52,536.46	\$56,554.22	\$60,571.98	\$64,589.75	\$68,607.50	\$72,625.26	\$76,643.02
10A	\$57,174.34	\$61,498.62	\$65,822.91	\$70,147.18	\$74,471.46	\$78,795.75	\$83,120.03
11	\$61,812.24	\$66,443.05	\$71,073.86	\$75,704.68	\$80,335.48	\$84,966.29	\$89,597.10
12	\$64,565.01	\$69,409.00	\$74,253.00	\$79,097.00	\$83,940.99	\$88,784.98	\$93,628.97
13	\$72,635.50	\$75,310.68	\$77,985.86	\$80,661.04	\$83,336.23	\$86,011.40	\$88,686.59

**APPENDIX E-1 - 2019 SALARY SCHEDULE - (Employees Hired After 1/31/11)**

<b>GROUP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
1	\$28,939.15	\$30,960.62	\$32,982.08	\$35,003.54	\$37,025.00	\$39,046.46	\$41,067.92
2	\$31,150.41	\$33,389.38	\$35,628.34	\$37,867.32	\$40,106.28	\$42,345.26	\$44,584.22
3	\$35,718.99	\$38,237.46	\$40,755.92	\$43,274.39	\$45,792.86	\$48,311.32	\$50,829.79
4	\$38,444.87	\$41,237.29	\$44,029.72	\$46,822.14	\$49,614.56	\$52,406.99	\$55,199.41
5	\$42,551.66	\$45,635.50	\$48,719.34	\$51,803.18	\$54,887.00	\$57,970.84	\$61,054.68
7	\$43,232.60	\$46,336.32	\$49,440.03	\$52,543.74	\$55,647.45	\$58,751.17	\$61,854.87
7A	\$43,650.72	\$46,750.67	\$49,850.61	\$52,950.56	\$56,050.52	\$59,150.47	\$62,250.42
8	\$46,976.68	\$50,501.63	\$54,026.56	\$57,551.50	\$61,076.44	\$64,601.38	\$68,126.32
8A	\$47,234.31	\$50,726.39	\$54,218.48	\$57,710.57	\$61,202.64	\$64,694.73	\$68,186.82
9	\$52,938.22	\$56,872.18	\$60,806.14	\$64,740.10	\$68,674.06	\$72,608.03	\$76,541.98
10	\$53,849.87	\$57,968.07	\$62,086.28	\$66,204.49	\$70,322.69	\$74,440.89	\$78,559.10
10A	\$58,603.70	\$63,036.08	\$67,468.48	\$71,900.86	\$76,333.25	\$80,765.64	\$85,198.03
11	\$63,357.55	\$68,104.12	\$72,850.70	\$77,597.29	\$82,343.87	\$87,090.45	\$91,837.03
12	\$66,179.14	\$71,144.23	\$76,109.32	\$81,074.42	\$86,039.51	\$91,004.60	\$95,969.69
13	\$74,451.38	\$77,193.45	\$79,935.50	\$82,677.57	\$85,419.63	\$88,161.69	\$90,903.75



**APPENDIX F-1 - 2020 SALARY SCHEDULE - (Employees Hired After 1/31/11)**

GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	\$29,662.63	\$31,734.63	\$33,806.63	\$35,878.63	\$37,950.62	\$40,022.62	\$42,094.62
2	\$31,929.17	\$34,224.12	\$36,519.05	\$38,814.00	\$41,108.94	\$43,403.89	\$45,698.83
3	\$36,611.96	\$39,193.39	\$41,774.81	\$44,356.25	\$46,937.68	\$49,519.10	\$52,100.53
4	\$39,405.99	\$42,268.22	\$45,130.46	\$47,992.69	\$50,854.92	\$53,717.16	\$56,579.40
5	\$43,615.46	\$46,776.39	\$49,937.32	\$53,098.26	\$56,259.18	\$59,420.11	\$62,581.05
7	\$44,313.42	\$47,494.73	\$50,676.03	\$53,857.34	\$57,038.64	\$60,219.95	\$63,401.25
7A	\$44,741.98	\$47,919.43	\$51,096.88	\$54,274.33	\$57,451.78	\$60,629.23	\$63,806.68
8	\$48,151.10	\$51,764.17	\$55,377.22	\$58,990.29	\$62,603.36	\$66,216.41	\$69,829.48
8A	\$48,415.17	\$51,994.55	\$55,573.94	\$59,153.33	\$62,732.71	\$66,312.10	\$69,891.49
9	\$54,261.68	\$58,293.98	\$62,326.30	\$66,358.60	\$70,390.91	\$74,423.23	\$78,455.53
10	\$55,196.12	\$59,417.28	\$63,638.43	\$67,859.60	\$72,080.76	\$76,301.92	\$80,523.07
10A	\$60,068.79	\$64,611.99	\$69,155.19	\$73,698.39	\$78,241.58	\$82,784.79	\$87,327.98
11	\$64,941.48	\$69,806.73	\$74,671.97	\$79,537.22	\$84,402.47	\$89,267.71	\$94,132.95
12	\$67,833.62	\$72,922.84	\$78,012.05	\$83,101.28	\$88,190.50	\$93,279.72	\$98,368.93
13	\$76,312.67	\$79,123.28	\$81,933.89	\$84,744.51	\$87,555.12	\$90,365.73	\$93,176.35

**APPENDIX G-1 - 2021 SALARY SCHEDULE - (Employees Hired After 1/31/11)**

GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	\$30,255.88	\$32,369.32	\$34,482.76	\$36,596.20	\$38,709.63	\$40,823.07	\$42,936.51
2	\$32,567.75	\$34,908.60	\$37,249.43	\$39,590.28	\$41,931.12	\$44,271.97	\$46,612.80
3	\$37,344.20	\$39,977.26	\$42,610.31	\$45,243.37	\$47,876.43	\$50,509.48	\$53,142.54
4	\$40,194.11	\$43,113.58	\$46,033.07	\$48,952.55	\$51,872.02	\$54,791.51	\$57,710.98
5	\$44,487.76	\$47,711.92	\$50,936.07	\$54,160.22	\$57,384.36	\$60,608.52	\$63,832.67
7	\$45,199.69	\$48,444.62	\$51,689.55	\$54,934.48	\$58,179.41	\$61,424.35	\$64,669.27
7A	\$45,636.82	\$48,877.82	\$52,118.82	\$55,359.81	\$58,600.82	\$61,841.81	\$65,082.81
8	\$49,114.12	\$52,799.45	\$56,484.77	\$60,170.09	\$63,855.42	\$67,540.74	\$71,226.07
8A	\$49,383.47	\$53,034.45	\$56,685.42	\$60,336.40	\$63,987.37	\$67,638.34	\$71,289.32
9	\$55,346.91	\$59,459.86	\$63,572.82	\$67,685.78	\$71,798.73	\$75,911.69	\$80,024.64
10	\$56,300.04	\$60,605.62	\$64,911.20	\$69,216.79	\$73,522.37	\$77,827.95	\$82,133.53
10A	\$61,270.17	\$65,904.23	\$70,538.29	\$75,172.35	\$79,806.41	\$84,440.48	\$89,074.54
11	\$66,240.31	\$71,202.86	\$76,165.41	\$81,127.97	\$86,090.52	\$91,053.06	\$96,015.61
12	\$69,190.29	\$74,381.29	\$79,572.29	\$84,763.31	\$89,954.31	\$95,145.31	\$100,336.31
13	\$77,838.92	\$80,705.75	\$83,572.57	\$86,439.40	\$89,306.23	\$92,173.04	\$95,039.87



## APPENDIX H – AGREEMENT (Dated 12/14/93)

The Union agrees not to file a grievance under the collective

**THIS AGREEMENT ("Agreement") made and entered into this 14<sup>th</sup> day of December 1993 by the Civil Service Employees Association, Inc., AFSCME, Local 1000, AFL-CIO, Town of West Seneca White Collar Unit, Local 815 ("Union") and the Town of West Seneca, New York ("West-Seneca").**

### WITNESSETH:

**WHEREAS, the Town and the Union have entered into a collective bargaining agreement ("contract"), effective beginning January 1, 1993 and until December 31, 1996, which governs the terms and conditions of employment of all members of the Town of West Seneca white collar bargaining unit; and**

**WHEREAS, Article 15, Section 15.1 of the contract states in part that "The Town will also provide an HMO and/or Community Blue option at the employee's choice at no additional cost to the Town in excess of the cost of the Blue Shield Plan"; and**

**WHEREAS, Blue Cross and Blue Shield of Western New York, Inc., has unilaterally implemented changes in its Community Blue coverage; among other things eliminating its Community Blue Classic coverage and removing coverage for dependents up to age 25 from the standard contract; and**

**WHEREAS, the parties, recognizing that neither the Town nor the Union is responsible for the changes in the available Community Blue HMO option and that unilateral changes to health insurance contracts by insurance companies do not violate the terms of the collective bargaining agreement or constitute unilateral action by either the Town or the Union, agree as follows:**

1. Subject to the same limitations and provisions contained in Article 15, Section 15.1 of the Contract; the Town agrees to provide the 25/25 dependent care rider in addition to the Community Blue I coverage as an HMO option for the duration of the contract. In no case shall the Town pay more for the cost of providing this coverage than it shall pay for the cost of providing the Blue Shield Plan coverage or its replacement.

2. In exchange for the consideration provided in section 1 above, the Union hereby waives all rights; if any, to object to or challenge the Town's actions related to the change in Community Blue benefits, including but not limited to any and all rights arising out of the parties' collective bargaining agreement and the New York State Public Employees' Fair Employment Act, also known as the Taylor Law.

The Union agrees not to file a grievance under the collective bargaining agreement between the parties or to make any claim, demand, charge, complaint, grievance or thing of any nature with any Federal, State or local agency, including but not limited to the Public Employment Relations Board, against the Town with respect to the change in Community Blue coverage. It is further agreed that this Agreement may be enforced in any court, Federal, State or local, before any administrative agency or body, Federal, State or local, and before any arbitrator.

TOWN OF WEST SENECA

Dated: 12/1/93

Paul Clark  
Paul Clark  
Supervisor

TOWN OF WEST SENECA  
WHITE COLLAR UNIT

Dated: 12/2/93

Patricia A. Burch  
Patricia A. Burch  
President

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## APPENDIX I – AGREEMENT (Dated 3/14/96)

THIS AGREEMENT ("Agreement") made and entered into this 14 day of March, 1996 by the Civil Service Employees Association, Town of West Seneca White Collar Unit ("Union") and the Town of West Seneca, New York ("West Seneca").

### WITNESSETH:

WHEREAS, the Town and the Union have entered into a collective bargaining agreement ("contract"), effective beginning January 1, 1993 and until December 31, 1996, which governs the terms and conditions of employment of members of the Town of West Seneca White Collar bargaining unit; and

WHEREAS, Article 15, Section 15.4 of the contract provides in part that employees who retire from the Town shall have the options of participating in the health insurance plan set forth in the contract, provided that the employee pay for a portion of the premium cost of the plan; and

WHEREAS, Article 15, Section 15.1 of the contract provides in part that employees may elect coverage under a Health Maintenance Organization ("HMO") and/or Community Blue in place of Blue Shield Traditional Extra coverage, at no additional cost to the Town above the cost of the Blue Shield Traditional Extra coverage; and

WHEREAS, retired employees have been prohibited from changing the coverage that they have selected at the time of their retirement to new coverage after their retirement by prior policy in effect at the Town; and

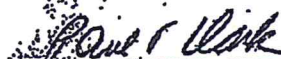
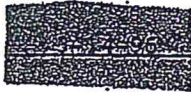


2. This Agreement is without prejudice or precedent. If in the sole, exclusive, and non-reviewable discretion of the Town, the participation of retirees in the Town's open enrollment periods is for any reason, no longer considered desirable, the Town may unilaterally discontinue the availability of participation in the open enrollment program to those who retired prior to the 9/16/91 Agreement signed by then Town Supervisor Joan Lillis. If said participation is in fact discontinued, those retirees affected shall be given ample notice of such discontinuance and shall be allowed to make a final selection of a health care provider during the next scheduled open enrollment period.

3. The Union agrees that it shall not file any grievance under the collective bargaining agreement, or to file any charge or complaint with the New York State Public Employment Relations Board over the Town's decision to allow or not to allow retirees to participate in the open enrollment program, or to challenge such a decision before any court, administrative agency, arbitrator, or administrative law judge.

TOWN OF WEST SENECA

Dated:



Paul Clark, Supervisor

CIVIL SERVICE EMPLOYEES ASSOCIATION  
TOWN OF WEST SENECA  
WHITE COLLAR UNIT

Dated:



Patricia A. Burch, President

**APPENDIX J – POLICE DEPARTMENT EMPLOYEE  
EVALUATIONS**

**MEMORANDUM OF AGREEMENT**

By and between

**The Town of West Seneca** (hereinafter referred to as “**The Town**”)

And

**The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO** on behalf of the **CSEA Town of West Seneca White Collar Unit** (hereinafter referred to collectively as “**The CSEA**”)

WHEREAS, the Town began conducting employee performance evaluations for all CSEA bargaining unit members employed in the West Seneca Police Department, and

WHEREAS, the CSEA and the Town engaged in negotiations in order to determine the form and procedure by which such employee performance evaluations would be conducted, and

WHEREAS, the parties have reached agreement with respect to such form and procedure by which employee performance evaluations shall be conducted and wish to record such agreement in this memorandum.

NOW, THEREFORE IT BE AGREED, the following:

I. All CSEA represented employees of the West Seneca Police Department will undergo annual employee performance evaluations to be conducted in the beginning of each year. The period covered by the evaluation will be from January 1<sup>st</sup> to December 31<sup>st</sup>. These evaluations will be conducted as follows:

<b><u>EMPLOYEE RATED</u></b>	<b><u>RATER</u></b>	<b><u>REVIEW RATER</u></b>
Public Safety Dispatchers	Pt. Lieutenant	Captain
8-4PM Shift	Pt. Lieutenant	Assistant Chief
Clerical Staff	Assistant Chief	Chief

Performance evaluations of police department employees are designed to provide an appraisal of the effectiveness and work performance of department personnel. Each employee must be aware that they bear the primary responsibility for their job performance and development as an employee of the



West Seneca Police Department. Still, the department has a vital interest in their performance. Every employee must perform to acceptable standards according to the rules, regulations and operational levels of the West Seneca Police Department.

However, every employee should strive to improve him/herself to the highest level of performance they are capable of achieving.

It is the immediate supervisor who is most familiar with the employee's performance. The responsibility of rating employees by the immediate supervisor cannot be delegated. If an employee has more than one supervisor during a rating period, then the rating supervisor should confer with those other supervisors before completing the evaluation. Evaluating employees is a constant process whereby supervisors should continually assess their subordinate's performance to recognize productivity and provide guidance and give corrective action when needed. This is a time consuming process that cannot be minimized.

### **PURPOSE AND OBJECTIVES OF PERFORMANCE EVALUATIONS**

The purpose and objectives of employee performance evaluations is to provide the evaluator with a means to determine the level of efficiency of each employee relative to department standards. It provides a process whereby each employee is given assistance to develop his/her abilities to the highest possible level. The time and effort taken during the evaluation process will benefit the employee, the supervisor and the Town of West Seneca Police Department.

### **PROCESS**

The negotiated employee performance evaluation provides a system to:

1. Make employees aware of their performance relative to department standards.
2. Provide a systematic approach so that an employee's competitive position is enhanced in promotions or assignments by their performance.
3. Identify and acknowledge those employees who perform to a high standard and meet department objectives. Also, the evaluation process will serve to identify those employees who are in need of additional training and/or corrective action.
4. Identify employees who are in need of guidance and the areas where guidance must be given.

The evaluation will consist of performance areas where supervisors will rate an employee's performance as either outstanding, satisfactory, needs improvement or unsatisfactory. A rating of either outstanding or unsatisfactory will require specific detailed documentation by raters citing several instances of observed performance that justifies this rating. Documentation can be made in the narrative section of the evaluation sheet. If additional space is required, comments may be continued on the reverse side of the evaluation sheet.

A rating of needs improvement or unsatisfactory will require follow up measures which will be geared towards elevating performance to higher standards. Within ninety (90) days after a needs improvement or unsatisfactory rating is given, the supervisor will re-evaluate the employee regarding those areas and document measures taken to improve performance.

Upon completion of the performance evaluation by the employee's supervisor, the evaluation report will be reviewed and signed by the rater's supervisor.

If re-evaluation is necessary, follow up documentation may be cited on an intra departmental memo.

## II. Employee Review.

The supervisory officer accomplishing the evaluation of an employee will review the employee performance evaluation with the employee that has been evaluated. At the conclusion of the review, the employee will sign the completed evaluation and be given the opportunity to make a written comment about the evaluation he or she received.

The signature indicates that the employee has reviewed the evaluation and does not signify agreement or disagreement with the evaluation report.

## III. Contested Evaluations

The employee may appeal the evaluation in the following manner:

1. Within three (3) working days of receiving his/her evaluation, the employee may advise his/her supervisory officer that he/she wishes to appeal the evaluation. An appeal may be made by filing an Intra-Departmental memo citing the specific reason(s) for the disagreement.
2. The supervisor will forward the appeal along with the employee's evaluation form to the next highest command officer.
3. The next higher command officer may modify or accept the original evaluation by attaching a letter outlining the reasons for acceptance or modification.
4. If the employee still disagrees with his/her evaluation he/she may submit a memorandum to the Chief of Police. Thereafter, a group conference



consisting of the employee, the Chief and the supervisors involved shall be convened as soon as practical. Following the review, the Chief shall render a decision and notify all parties concerned in writing, within ten (10) days. A union representative may be included at the employee's request.

5. The employee may accept or reject the finding of the Chief of Police. This will be noted on the evaluation form. No further appeals are permitted.

#### IV. Employee Copy

A copy of the evaluation will be provided to the employee if requested. Any other paperwork that may be attached to the evaluation will also be provided. The employee, at his/her discretion, may forward a copy of the evaluation to the CSEA President or CSEA designee, for review.

#### V. Rater Training

The Chief of Police or his designee will be responsible to ensure that every supervisory officer involved in the Employee Performance Evaluation System receives instruction in the evaluation procedure and evaluation responsibilities, as a pre-condition to such involvement. This Memorandum of Agreement and its attached Appendices shall be used as a guide.

#### VI. Explanatory Comments

The Evaluation Form will have space for explanatory comments. The Evaluating Supervisor should be prepared to document rating of Outstanding (O) or Unsatisfactory (U) in the narrative/comments section. If space on the front of the form is insufficient, the back of the form may be utilized. Additional sheets of paper may also be used.

#### VII. Adjective Ratings

The Evaluation Form is designed to utilize the adjective ratings of O,S,NI, or U. Or thorough explanation of these adjective ratings can be found in Appendix A of this Agreement – Town of West Seneca Police Department Performance Evaluation Ratings.

#### VIII. Evaluation Forms

There shall be two (2) separate and distinct forms utilized to conduct Employee Performance Evaluations for CSEA represented employees in the Town of West Seneca Police Department. One shall be utilized for those CSEA employees categorized as Clerical Staff and is attached to this Agreement as Appendix B – Town of West Seneca Police Department Clerical Staff Performance Evaluation Form. The other shall be utilized for those CSEA employees in the title of

Public Safety Dispatcher and is attached to this Agreement as Appendix C – Town of West Seneca Police Department Public Safety Dispatcher Performance Evaluation Form.

**IX. Modifications**

Should either party wish to modify any portion of this Agreement, the process of performing Employee Performance Evaluations or the forms utilized for Employee Performance Evaluations, those modifications must be negotiated and mutually agreed to by the parties and recorded in a new Memorandum of Agreement.



APPENDIX J - A  
TOWN OF WEST SENECA POLICE DEPARTMENT  
PERFORMANCE EVALUATION RATINGS

**ADJECTIVE RATINGS**

**Outstanding (O)** Performs at the highest level. Continually far exceeds requirements and expectations. To be rated outstanding in a rating category, the employee's performance must be of the highest quality. This rating must be documented with specific instances of performance justifying this level.

**Satisfactory (S)** Performs at a level that meets requirements and expectations. Employee's performance reflects what is required of them in their specific duties. The employee needs little or no supervision but readily seeks advice when needed. The employee shares the tour's workload and strives to meet department goals.

**Needs Improvement (NI)** Performs at a level that occasionally fails to meet the requirements or expectations of the position. To be rated as needing improvement in a rating category, the employee's performance should show a definite need for improvement and the rater should specify the areas where improvement is required and methods to improve performance. Follow up measure should be taken to assist the employee in areas rated NI.

**Unsatisfactory (U)** Performs at a level that seldom meets the requirements and expectations of the Police Department. To be rated unsatisfactory in a rating category, an employee's performance must be inferior to the required level and denote poor or negative actions after counseling and guidance. A rating of unsatisfactory requires follow up measures be taken and documented to attempt to increase performance. This rating must be documented with specific instances of performance.

APPENDIX J - B  
TOWN OF WEST SENECA POLICE DEPARTMENT  
CLERICAL STAFF PERFORMANCE EVALUATION FORM

Employee being evaluated \_\_\_\_\_  
NAME SIGNATURE

Supervisor/Rater \_\_\_\_\_  
NAME SIGNATURE

Evaluation Period \_\_\_\_\_

**RATINGS: O - Outstanding    S - Satisfactory    NI - Needs Improvement**  
**U - Unsatisfactory    N/A - Not Applicable**

**Personal Appearance and Equipment Maintenance:** **O S NI U**  
N/A

1. Appearance meets typical business attire standards .....
2. Work area is well supplied and properly maintained .....
3. Does not abuse or misuse Town property or equipment.....
4. Promptly brings equipment problems to the attention of the supervisory staff .....

**Duties and Assignments:** **O S NI U**  
N/A

1. Performs duties and assignments in a timely and acceptable manner .....
2. Carries out assignments without close supervision, except in unusual circumstances .....
3. Follows instructions and orders to the best of his/her ability.....
4. Assigned duties are thorough and completed to the best of his/her ability .....



- 5. Reports are complete, accurate, legible and submitted in a timely fashion .....
- 6. Unassigned time is effectively used .....
- 7. Proper telephone etiquette and internet procedures are adhered to ....

**Attitude:**

**OSNIUN/A**

- 1. Shows interest in duties and strives to improve performance .....
- 2. Treats other members of the department courteously and professionally .....
- 3. Willing to make constructive suggestions to improve effectiveness and solve problems .....
- 4. Communicates with the public in a courteous, tactful, and positive manner .....
- 5. Interacts with supervisory personnel in a respectful manner .....
- 6. Readily assists other personnel .....
- 7. Trains and guides less experienced personnel .....
- 8. Sick time usage ....( Total Sick Days Used \_\_ ) .....

**Narrative/Comments**

Rater remarks, documentation of Outstanding & Unsatisfactory ratings, other comments:

APPENDIX J - C  
TOWN OF WEST SENECA POLICE DEPARTMENT  
PUBLIC SAFETY DISPATCHER PERFORMANCE  
EVALUATION FORM

Employee being evaluated \_\_\_\_\_  
NAME SIGNATURE

Supervisor/Rater \_\_\_\_\_  
NAME SIGNATURE

Evaluation Period \_\_\_\_\_

**RATINGS: O - Outstanding    S - Satisfactory    NI - Needs Improvement**  
**U - Unsatisfactory    N/A - Not Applicable**

**Personal Appearance and Equipment Maintenance:** **O S NI U**  
N/A

1. Uniform is clean, neat, in good repair, worn correctly .....
2. Appearance meets standards of typical business environment .....
3. Work area is well supplied and properly maintained .....
4. Does not abuse or misuse Town property or equipment.....
5. Promptly brings equipment problems to the attention of the supervisory staff .....

**Duties and Assignments:** **O S NI U**  
N/A

1. Performs duties and assignments in a timely and acceptable manner .....
2. Carries out assignments without close supervision, except in unusual circumstances .....
3. Follows instructions and orders to the best of his/her ability.....



4. Preliminary investigations are thorough and completed to the best of his/her ability.....
5. Documents are complete, accurate, legible and submitted in a timely fashion.....
6. Unassigned time is effectively used .....
7. Proper radio procedures are adhered to .....
8. Properly answers calls for service identifying agency, name and title .....
9. Professionally elicits and disseminates adequate amount of information .....
10. Maintains control and cleanliness of dispatch area, keeping unnecessary personnel away from operations .....
11. Defers to police officer or supervisor for input/advice when warranted .....
12. Properly prioritizes calls when necessary .....
13. Uses electronic and communications systems properly.....
14. Properly follows procedures when handling prisoners .....

**Attitude:**

**O S N I U N/A**

1. Shows interest in duties and strives to improve performance .....
2. Treats other members of the department courteously and professionally .....
3. Willing to make constructive suggestions to improve effectiveness and solve problems .....
4. Communicates with the public in a courteous, tactful, and positive manner .....
5. Interacts with supervisory personnel in a respectful manner .....
6. Readily assists or backs up other personnel .....
7. Trains and guides less experienced personnel .....
8. Sick time usage ....( Total Sick Days Used \_\_ ) .....

**Narrative/Comments**

Rater remarks, documentation of Outstanding & Unsatisfactory ratings, other comments:

# APPENDIX K – AGREEMENT (Dated 10/05/16)

## MEMORANDUM OF AGREEMENT

This Agreement, by and between the Civil Service Employees Association Inc., Local 1000, AFSCME, AFL-CIO on behalf of the CSEA Town of West Seneca White Collar Unit (hereinafter referred to as “CSEA”) and the Town of West Seneca (hereinafter referred as the “Town”),

WHEREAS, on February 28, 2011, the parties executed a Memorandum of Agreement in settlement of Grievance #2011-001, which was then included in the collective bargaining agreement by and between the parties as Appendix J; and

WHEREAS, Appendix J of the collective bargaining agreement sets forth which work is exclusive bargaining unit work; and

WHEREAS, since the execution of Appendix J of the collective bargaining agreement, several grievances have been filed by CSEA alleging that employees of the Town's hired third-party engineering firm performed work which was defined as exclusive bargaining unit work; and

WHEREAS, due to the scope of the capital projects undertaken by the Town it has become clear that the alleged violations of Appendix J of the collective bargaining unit will continue to be a common occurrence; and

WHEREAS, the parties are desirous of avoiding further contractual disputes arising from the practical obstacles of the terms of Appendix J of the collective bargaining agreement.

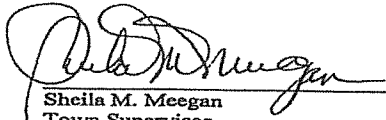
NOW THEREFORE, be it agreed as follows:

1. This Agreement shall replace Appendix J in the collective bargaining agreement.
2. This Agreement shall resolve all outstanding grievances as of the date of this Agreement.
3. So long as the Town retains a third party engineering firm to provide engineering services within the Town, the Town shall continue the existing CSEA Engineering positions/ titles in the Engineering Department.
4. It shall be permissible for employees of the Town's third party engineering firm to perform work duties which are defined as exclusive to the CSEA bargaining unit; however, it is understood that performance of these work duties shall not be considered a breach of the CSEA's exclusivity over such work for the purposes of Article 23 of the collective bargaining agreement or the New York State Taylor Law.
5. The parties agree that performance of exclusive CSEA bargaining unit work shall not be carried out in a way as to specifically avoid routine and customary overtime work that would have previously been performed by CSEA bargaining unit employees.
6. Any alleged violations of this agreement shall be subject to the parties' contractual grievance procedure.

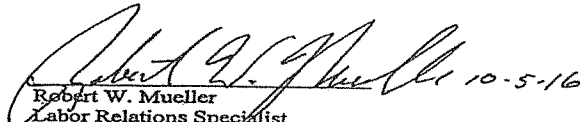
Date: October 5, 2016

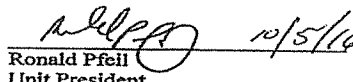
IN WITNESS HEREOF:

TOWN

  
Sheila M. Meegan  
Town Supervisor

CSEA

  
Robert W. Mueller  
Labor Relations Specialist

  
Ronald Pfeil  
Unit President



## APPENDIX L – AGREEMENT (Dated 12/29/15)

### APPENDIX L

THIS AGREEMENT (the "Agreement") made and entered into this 17th day of November 2015 by the Civil Service Employees Association, Town of West Seneca White Collar Unit (the "Union") and the Town of West Seneca (the "Town") (collectively the "Parties").

### WITNESSETH

WHEREAS, the Town and the Union have entered into a collective bargaining agreement (the "CBA"), effective beginning January 1, 2011 and until December 31, 2015, which governs the terms and conditions of employment of members of the Union; and

WHEREAS, Article 20, Section 20.9 of the CBA provides for a discipline, discharge and accompanying grievance procedure for employees covered by the CBA; and

WHEREAS, the Parties believe it would be beneficial to supplement aforesaid provisions with respect to issues of employee discipline and discharge and resolving such difficulties results in a benefit to each of the Parties; and

WHEREAS, the Union and the Town engaged in negotiations in order to determine the form and procedure by which such progressive employee discipline and discharge would be conducted; and

WHEREAS, the Parties have reached an agreement with respect to such form and procedure by which employee discipline and discharge shall be conducted and wish to record such agreement in this memorandum, and hereby agree as follows:

1.) Counseling, Discipline and Discharge Procedure: Where a Department Head determines that an employee engaged in any acts or omissions, or patterns of acts or omissions, which constitute incompetency or misconduct, then the negotiated Counseling, Discipline and Discharge Procedure may include the following steps:

Counseling Meeting and Memorandum  
Verbal Warning  
Written Warning  
Suspension  
Discharge

- a.) Depending upon the nature of the offense, the Town reserves the right to skip any steps in the Counseling, Discipline and Discharge Procedure.
- b.) The employee shall be required to sign the notice of counseling or discipline. Such signature shall only indicate that the employee received the notice and not that the employee agrees with its comments and allegations. Should an

employee refuse to sign the notice of counseling or discipline, such refusal shall be noted on the form, and the employee's union representative shall initial next to such notation.

- c.) A copy of the notice of Counseling or Discipline will be provided to the employee at the time of the Counseling or Discipline and placed in the employee's personnel file at the Town.
- d.) Within five (5) working days of Counseling, Discipline or Discharge, the employee may submit responsive comments, in writing, to the Human Resources Department/Management Representative. These responsive comments shall also be included in the employee's personnel file.
- e.) For each of the steps of the Counseling, Discipline, and Discharge Procedure, the Department Head shall provide the employee with a Memorandum which specifies the policy reminder and the future expectations of the employee in achieving compliance.

2.) Counseling Meeting and Memorandum: The Department Head shall informally meet with the employee to discuss performance issues and address strategies for improvement or modification. This step of Counseling shall not be considered disciplinary in nature, and therefore shall not be subject to the grievance procedure. The purpose of Counseling shall be for coaching and to remind an employee of performance expectations, appropriate conduct, and consistent compliance with Town policy.

The Counseling Memorandum shall be executed by the employee, the Department Head, a Union Representative, and the Human Resources Department/Management Representative. The Counseling Memorandum shall be provided to the employee and remain effective in the employee's personnel file for a period of one (1) year. A copy of the form of the Counseling Memorandum is affixed hereto as Appendix L-1.

3. Discipline and Discharge Procedure: For each of the steps of the Counseling, Discipline and Discharge Procedure, the Department Head shall provide the employee with a disciplinary form which specifies the behavior or conduct resulting in discipline. This memorandum shall be executed by the employee, the Department Head, a Union Representative, and the Human Resources Department/Management Representative. A copy of the form of the memorandum memorializing the Procedure is affixed hereto as Appendix L-2.

a.) Verbal Warning: If after being provided a reasonable period of time following the receipt of a Counseling Memorandum there is not sufficient improvement or another instance of unacceptable behavior or conduct, then the employee shall be subject to a Verbal Warning from the Department Head.

From the date of the Verbal Warning, the memorandum of Verbal Warning shall remain active in the employee's personnel file for a



period of one (1) year and shall be available to the employee upon request.

b.) Written Warning; if after being provided a reasonable period of time following receipt of the Verbal Warning, there is not sufficient improvement or another instance of unacceptable behavior or conduct, then the employee shall be subject to a Written Warning from the Department Head.

From the date of the Written Warning, it shall remain active in the employee's personnel file for a period of one (1) year and shall be available to the employee upon request.

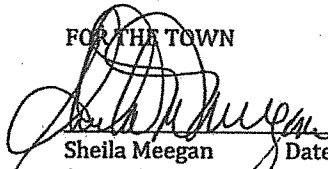
c.) Suspension; if after being provided a reasonable period of time following the receipt of a written warning there is not sufficient improvement or another instance of unacceptable behavior or conduct, then the employee shall be subject to a Suspension from the Department Head, including a suspension without pay. The length of the suspension shall be at the discretion of the Department Head and Town Board.

From the date of the Suspension it shall remain active in the employee's personnel file for a period of two (2) years and shall be available to the employee upon request.

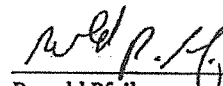
d.) Discharge; If, after being provided a reasonable period of time following the Suspension there is not sufficient improvement or there occurs another instance of unacceptable behavior or conduct, then the employee may be subject to discharge.

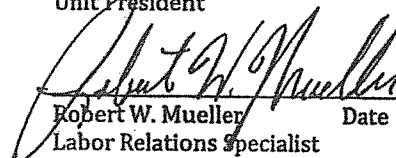
IN WITNESS WHEREOF:

FOR THE TOWN

  
Sheila Meegan  
Supervisor  
Date 12-29-15

FOR THE CSEA

  
Ronald Pfeil  
Unit President  
Date 11/17/15

  
Robert W. Mueller  
Labor Relations Specialist  
Date 11/17/15

Page 3 of 7

[To use this form, complete or update any sections in yellow. Remove highlighting before printing]

**Appendix L-1**

**Town of West Seneca Counseling Memo for White Collar Employees**

To: Employee  
From: Department Head  
CC: Union Representative, Human Resources, Employee File  
Date: Date  
Re: Employee Counseling

This memo serves as notification of a Counseling Meeting due to an area of your performance in which I would like to see improvement or modification. On Date, we met to discuss your performance. The performance issues discussed are addressed below:

**DESCRIPTION OF ISSUE: [check one]**

<input type="checkbox"/> Absenteeism	<input type="checkbox"/> Conduct	<input type="checkbox"/> Safety violation
<input type="checkbox"/> Policy and/or procedure violation	<input type="checkbox"/> Unsatisfactory job performance	<input type="checkbox"/> Other:

**EXPLANATION: [add explanation]**

**GOALS/CORRECTIVE BEHAVIOR: [add goals]**

If I do not see consistent and sufficient improvements in your performance, you may be subject to disciplinary action. *DEPENDING ON THE NATURE OF THE OFFENSE,*



*THE TOWN OF WEST SENECA RESERVES THE RIGHT TO MOVE STRAIGHT TO THE DISCIPLINARY POLICY AT ITS DISCRETION.*

**Acknowledgements of Receipt:**

_____ Employee	_____ Date
_____ Department Head	_____ Date
_____ Union Representative	_____ Date
_____ Human Resources	_____ Date

[To use this form, complete or update any sections in yellow. Remove highlighting before printing]

**Appendix L-2**

**Town of West Seneca Disciplinary Form for White Collar Employees**

To: Employee  
From: Department Head  
CC: Union Representative, Human Resources, Employee File  
Date: Date  
Re: [Verbal Warning, Written Warning, Suspension]

This memo serves as notification of a [verbal warning, writing warning, suspension] due to deficiencies in your performance. On Date, we met to discuss your performance and present at the meeting were HR and Union Representative. The performance issues discussed are addressed below:

[If there have been past discussions about performance issues, mention here. If there is one event that is the cause of the warning, describe the event here]

**ACTION TAKEN:** [check one]

<input type="checkbox"/> Verbal Warning	<input type="checkbox"/> Written warning	<input type="checkbox"/> Suspension
<input type="checkbox"/> Other		

*DEPENDING ON THE NATURE OF THE OFFENSE, THE TOWN OF WEST SENECA RESERVES THE RIGHT TO SKIP ANY STEPS AT ITS DISCRETION.*

**DESCRIPTION OF ISSUE:** [check one]

<input type="checkbox"/> Absenteeism	<input type="checkbox"/> Conduct	<input type="checkbox"/> Safety violation
<input type="checkbox"/> Policy and/or procedure violation	<input type="checkbox"/> Unsatisfactory job performance	<input type="checkbox"/> Other:

**EXPLANATION:** [add explanation]

**GOALS/CORRECTIVE BEHAVIOR:** [add goals]



**IF THE EMPLOYEE WOULD LIKE TO SUBMIT COMMENTS ABOUT THIS DOCUMENT, PLEASE SEND TO HUMAN RESOURCES WITHIN FIVE (5) WORKING DAYS OF THE MEETING.**

**If I do not see consistent and sufficient improvements in your performance, you may be subject to further disciplinary action. This Disciplinary Memo shall remain active in your personnel file for [one (1) year] [two (2) years for a suspension] from the date of this memo.**

**Acknowledgements:**

_____ Employee	_____ Date
_____ Department Head	_____ Date
_____ Union Representative	_____ Date
_____ Human Resources	_____ Date

## APPENDIX M – AGREEMENT (DATED 10/21/15)

By and Between

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, on behalf of the CSEA Town of West Seneca White Collar Unit (hereinafter referred to collectively as "The CSEA")

And

The Town of West Seneca (hereinafter referred to as "The Town")

THIS AGREEMENT (the "Agreement") made and entered into this 21<sup>st</sup> day of October, 2015.

WHEREAS, the Town informed CSEA of its intention to purchase software and equipment designed to record CSEA bargaining unit employees' time and attendance, which would require such CSEA bargaining unit employees to "swipe in and out", and

WHEREAS, CSEA informed that Town of its legal obligations under the New York State Taylor Law to negotiate over the decision to require employees to swipe in and swipe out, and

WHEREAS, the parties met several times in order to negotiate over the Town's desire to require CSEA bargaining unit employees to swipe in and swipe out, and the parties have reached agreement and wish to record such agreement through the execution of this Memorandum.

NOW, THEREFORE IT BE AGREED, the following:

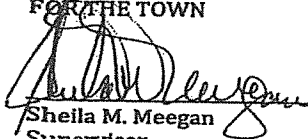
1. The Town shall have the right to install time clocks and require all CSEA Bargaining Unit Employees to use its electronic timekeeping software to clock in at the beginning of the workday and clock out at the end of the workday.
2. Prior to requiring CSEA bargaining unit employees to clock in and out the electronic timekeeping software, the Town shall provide all employees with a basic demonstration and training session as to how the new equipment and software will operate.
3. CSEA bargaining unit employees shall not be required to clock in and out for their breaks throughout the workday; only at the beginning and end of the normal workday.
4. If an employee reports to work somewhere other than their normal work location (ex. Court, Field work) such employee shall simply notify their department head, and the department head shall make any necessary adjustments in the time and attendance software to insure that the correct start time is recorded.



5. In order to request and utilize accrued leave time, employees shall be responsible for submitting the request to their department head via the approved means. The department head shall be responsible for reviewing the requests, approving or denying, and making any necessary adjustments in the time and attendance software.
6. At the beginning and end of an employee's assigned shift, there will be a grace period of seven (7) minutes on either side of the start/end time. If an employee clocks in/out up to seven minutes before the start or end time of a shift, the time will round up to nearest quarter hour. If an employee clocks in/out up to seven (7) minutes after the start or end time of a shift, the time will round down to the nearest quarter hour. This specification is not intended to be abused, and it is not expected that bargaining unit employees will consistently be up to seven (7) minutes late or clocking out early. To the contrary, employees are expected to be on time and work their assigned hours on a consistent basis.
7. Employees should not clock in more than seven (7) minutes before the start of their assigned shift or more than seven (7) minutes after the end of their assigned shift without permission. Overtime must be approved, in advance, by a department head.
8. If an employee is late more than three (3) times in any thirty (30) calendar day <sup>RP</sup> period, such employee shall be subject to the procedures set forth in Appendix <sup>SA</sup> K. Counseling, Discipline and Discharge. Thereafter, if such tardiness continues, the employee may be subject to further progressive discipline.

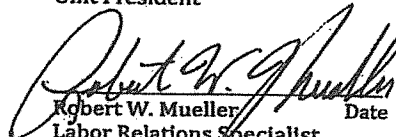
IN WITNESS WHEREOF:

FOR THE TOWN

  
 Sheila M. Meegan Date  
 Supervisor

FOR THE CSEA

  
 Ronald Pfell Date  
 Unit President

  
 Robert W. Mueller Date  
 Labor Relations Specialist

APPENDIX N – AGREEMENT (DATED 3/28/12)

MEMORANDUM OF AGREEMENT

By and between

The Town of West Seneca (hereinafter referred to as "The Town")

And

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO on behalf of the CSEA Town of West Seneca White Collar Unit (hereinafter referred collectively to as "The CSEA")

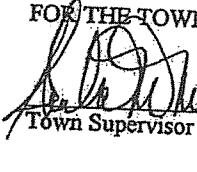
WHEREAS, the Town has hired a part-time, non-bargaining unit employee, whose responsibilities will include "floating" from department to department, in order to backfill for full-time bargaining unit employees off on any type of contractual leave time, and

WHEREAS, the parties feel this arrangement is mutually beneficial and wish to avoid any future disputes regarding the union's exclusivity to their bargaining unit work.

NOW, THEREFORE IT BE AGREED, that the use of the above referenced "floating" part-time, non-bargaining employee to backfill for full-time bargaining unit employees off on contractual leave time shall not be considered a breach of the union's exclusivity to any of its bargaining unit work.

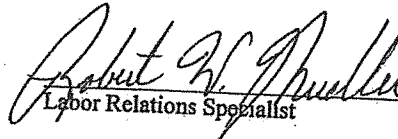
IN WITNESS WHEREOF,

FOR THE TOWN

  
Town Supervisor      3-28-12  
Date

FOR THE CSEA

  
Unit President      3/9/12  
Date

  
Labor Relations Specialist      3/9/12  
Date

