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TOWN OF WEST SENECA

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

To: The Honorable Town Board

From: John J. Fenz, Esq.  
Town Attorney

Date: January 11, 2018

Re: Collective Bargaining Memorandum of Agreement  
CSEA – Town of West Seneca – Blue Collar Unit

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Kindly adopt a resolution providing legislative approval for the attached Collective Negotiations Settlement Memorandum between the Town of West Seneca and the CSEA Town of West Seneca Blue Collar Unit (the "Blue Collar Unit").

If adopted, the new collective bargaining agreement will include the terms of the expired collective bargaining agreement between the Blue Collar Unit and the Town and the modification of the terms of the attached Settlement Memorandum.

## COLLECTIVE NEGOTIATIONS SETTLEMENT MEMORANDUM

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO on behalf of the CSEA Town of West Seneca Blue Collar Unit (hereinafter referred to as “The Union”) and the Town of West Seneca (hereinafter referred to as “The Town”) were parties to a collective negotiation which took place over the several months preceding date of this Memorandum. The parties’ negotiating teams have reached a Tentative Agreement for a new collective bargaining agreement which they desire to record in this Memorandum.

The new collective bargaining agreement will include the terms of the expired collective bargaining agreement between the Union and the Town as modified by the terms of the attached Tentative Agreements.

### DURATION

Modify Cover Page and all other applicable Article and Sections of the Collective Bargaining Agreement to reflect a five (5) year contract duration of January 1, 2016 through December 31, 2020.

### LABOR-MANAGEMENT COMMITTEE

Amend Section 5.2 – “Labor Management” of the collective bargaining agreement as follows:

“(a) The Employer and the Union agree to establish a Labor Management Committee which will meet ~~at least bi-monthly~~ **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 ~~convenient and~~ **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 Committee Members.”

## HOLIDAYS

Amend Section 6.1 – “Paid Holidays” of the collective bargaining agreement as follows:

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

<del>Lincoln’s Birthday</del>	New Year’s Day	Good Friday
Memorial Day	<del>Washington’s Birthday</del>	Labor Day
Columbus Day	Independence Day	Veteran’s Day
Thanksgiving Day	Election Day	Christmas Day
<b><u>President’s Day</u></b>	Day After Thanksgiving	

**In additional to the above schedule of paid holidays, bargaining unit employees shall also be entitled to one floating paid holiday annually, which may not be carried over to the following calendar year. Approval for the utilization of such floating paid holiday shall be governed by the same rules as personal leave.**

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.

## LONGEVITY

Amend Section 8.1 – “Longevity Pay” of the collective bargaining agreement as follows:

~~“Effective January 1, 2008,~~ Each employee covered under this contract shall receive a lump sum longevity payment each year, by separate check, on his anniversary date of hire in accordance with the following schedule:

YEARS OF SERVICE	2016	2017 & THEREAFTER
After five (5) years of service	\$ 650	\$ 850
After ten (10) years of service	\$ 700	\$ 900
After fifteen (15) years of service	\$ 900	\$1,100
After twenty (20) years of service	\$1,100	\$1,300
After twenty-five (25) years of service	\$1,200	\$1,400

## SICK LEAVE

Amend Section 9.7 – “Personal Use of Sick Leave” of the collective bargaining agreement as follows:

“Sick leave is to be used only for personal illness, physician visits, hospital, or other medical treatment of an employee, **but may be taken in only full day or half day increments.**”

### **SICK LEAVE AT RETIREMENT**

Amend Section 11.2 – “Procedure” of the collective bargaining agreement by adding the following as subsection (c):

**“Should an employee die while actively employed, and therefore prior to his/her retirement date, the sum shall be paid to such employee’s estate.”**

### **BEREAVMENT LEAVE**

Amend Section 13.2 – “Immediate Family Defined” of the collective bargaining agreement as follows:

**“(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 other 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 the funeral/memorial service for the employee’s aunt or uncle.”**

### **HEALTH INSURANCE**

Amend Section 15.2 – “Employee Contributions – Point of Service (POS) Option” of the collective bargaining agreement as follows:

~~“A. **Employees hired prior to January 1, 2007:** The Town will pay one hundred percent (100%) of the cost of the experience rated Point of Service (POS) plan, whether single or family.~~

~~B. **Employees hired on or after January 1, 2007:** 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 (Insert date of ratification), once the employee completes ten (10) years of Town service, the Employee shall contribute to health insurance premiums according to the following schedule. All Employee health insurance premium contributions shall be deducted on a pre-tax basis.** Town shall pay one hundred (100%) percent of the premium cost, whether single or family.~~

<b><u>Year</u></b>	<b><u>Single Coverage</u></b>	<b><u>Family Coverage</u></b>
<b><u>2018</u></b>	<b><u>\$11.53 per pay period (26</u></b>	<b><u>\$19.23 per pay period (26</u></b>

	<u>Pay Periods)</u>	<u>Pay Periods)</u>
<u>2019</u>	<u>\$15.38 per pay period (26 Pay Periods)</u>	<u>\$26.92 per pay period (26 Pay Periods)</u>
<u>2020</u>	<u>\$19.23 per pay period (26 Pay Periods)</u>	<u>\$38.46 per pay period (26 Pay Periods)</u>

”

Amend Section 15.3 – “Employee Contributions – BC/BS Experience Rated Traditional Option” of the collective bargaining agreement as follows:

“A. ~~Employees hired prior to January 1, 1994 2007: The Town will pay one hundred percent (100%) of the cost of the BC/BS experience rated Traditional Option, whether single or family.~~ **Effective (Insert Date of Ratification), Employees selecting Traditional coverage shall contribute to health insurance premiums according to the following schedule. All Employee health insurance premium contributions shall be deducted on a pre-tax basis.**

<u>Year</u>	<u>Single Coverage</u>	<u>Family Coverage</u>
<u>2018</u>	<u>\$23.07 per pay period (26 Pay Periods)</u>	<u>\$38.46 per pay period (26 Pay Periods)</u>
<u>2019</u>	<u>\$28.85 per pay period (26 Pay Periods)</u>	<u>\$46.15 per pay period (26 Pay Periods)</u>
<u>2020</u>	<u>\$34.62 per pay period (26 Pay Periods)</u>	<u>\$57.69 per pay period (26 Pay Periods)</u>

~~B. Employees hired on or after January 1, 1994 but prior to January 1, 2007: Employees selecting Traditional coverage shall be required to pay the full difference in the premium cost of the plan selected and the Town's share of the premium cost of the POS Plan.~~

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

**C. For all of those employees eligible for coverage under the Traditional 901 plan as of [insert date of ratification], the Town will offer a one-time payment of three-thousand dollars (\$3,000) in exchange for the permanent forfeiture of their right to participate in the Traditional 901 Plan.**

## **HEALTH INSURANCE UPON RETIREMENT**

Modify Article 15 – “Health and Welfare”, Section 15.7 – “Health Insurance Upon Retirement” of the collective bargaining agreement as follows:

Employees who retire on January 1, 2003 and after 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 55, except for employees who receive

New York State Disability Retirement who shall be eligible upon their approved retirement. This provision shall be applied prospectively only.

Any individual who retired during the life of the January 1, 2003 to December 31, 2007 collective bargaining agreement may elect to receive health insurance under this section; however, the retiree shall then be required to participate in the BC/BS Senior Blue Point of Service upon reaching age sixty-five (65) or whatever Medicare eligible age then in effect.

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.

Prior to reaching age sixty-five (65), a retiree shall have the option of participating in the Traditional 901 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, **and has not forfeited his right to participate in the Traditional 901 Plan in exchange for payment. Employees hired on or after January 1, 1994 and on or before June 30, 2007, who have not forfeited their right to participate in the Traditional 901 Plan in exchange for payment, may elect coverage under the Traditional 901 Plan on the following terms:** he/she shall be required to pay ten (10%) percent of the premium cost of the Traditional plan or the full difference in the premium cost of the plan selected and the Town's share of the premium cost of the Point of Service (POS) Plan, whichever is less. If the retiree was hired on or after July 1, 2007, he/she shall not be allowed to opt for coverage under the Traditional Plan. This provision shall be applied prospectively.

**Employees hired after (insert date of ratification) shall be responsible for continuing the same health insurance premium contribution in retirement that they are responsible for on their last day of employment prior to retirement.**

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 on January 1, 2003 and after 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 (insert date of ratification) shall not be eligible for such Medicare Part B reimbursement from the employer.** 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 retired on January 1, 2003 or after 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.

### **UNION LEAVE**

Amend Section 21.3 – “Union Leave” of the collective bargaining agreement as follows:

“The Town shall allow the President or his designee ~~eight (8)~~ **eleven (11)** days off without loss of pay or benefits to attend Union meetings and conventions.

### **SALARY INCREASES**

Amend Section 25.1 – “Increases” of the collective bargaining agreement by applying the following across the board salary increases:

Effective January 1, 2016	\$500 non-cumulative lump sum bonus
Effective January 1, 2017	Two Percent (2.00%) (fully retroactive)
Effective January 1, 2018	Two and One-Half Percent (2.50%)
Effective January 1, 2019	Two and Three-Quarter Percent (2.75%)
Effective January 1, 2020	Three Percent (3.00%)

### **MEAL ALLOWANCE**

Amend Section 25.3 – “Meal Allowance” of the collective bargaining agreement as follows:

“A ~~five-dollar (\$5.00)~~ **ten-dollar (\$10.00)** meal allowance will be paid to all employees who work more than five (5) consecutive hours of overtime **on a call-in basis**. Meal allowance will not be paid for overtime which scheduled, **or which is made as a continuation of the normal work shift**, 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.”~~

### **SHOE AND SAFETY APPROVED APPAREL ALLOWANCE**

Amend Section 25.4 – “Shoe and Safety Approved Apparel Allowance” of the collective bargaining agreement as follows:

“The Town of West Seneca will allow all its employees covered by the bargaining unit a ~~seventy-five dollar (\$75.00)~~ **one-hundred seventy-five dollar (\$175.00)** per year shoe **and/or safety approved work apparel** allotment upon submission of a paid receipt for an **such approved shoe or safety approved work apparel**. **The Town shall continue to maintain accounts with its current vendors, allowing employees to direct order approved shoes and/or safety approved work apparel. Any change in vendors shall be mutually discussed and agreed upon.**”

### **APPENDIX A**

Where an Article in Appendix A is identical to the corresponding Article in the collective bargaining agreement, any agreed change to said Article will also be applicable to the corresponding Article in Appendix A.

### **POST 01/01/2011 EMPLOYEES**

Effective January 1, 2018, modify the Salary Schedule for employees hired on or after January 1, 2011 to add Step 8 and Step 9, with Step 9 mirroring the Salary equivalent of Step 5 on the Salary Schedule for employees hired prior to January 1, 2011. Additionally, effective January 1, 2018, modify the Salary Schedule for employees hired on or after January 1, 2011 in the titles of Sanitation MEO and Sanitation Laborer by adding Step 2 and Step 3, with Step 3 mirroring the Salary equivalent of the Sanitation MEO and Sanitation Laborer rate for employees hired prior to January 1, 2011. (2018 Post January 1, 2011 Salary Schedule attached to this Memorandum)

### **FORMER WHITE COLLAR EMPLOYEES**



The parties agree to meet within sixty (60) days following the successful ratification of this agreement to renegotiate the terms of the Memorandum of Agreement that placed the Former White Collar Employees into the Blue-Collar Contract.

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The terms of the new agreement, as hereinabove described, shall not become final and binding on the parties until both of the following have occurred:

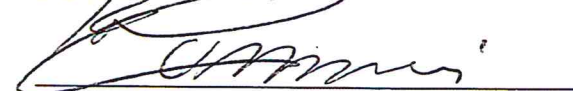
- (a) The Union has delivered notice to the Supervisor of the Town that the membership of the Union, acting in conformance with all applicable rules of the Union, has approved the terms of the new agreement.
- (b) After receipt of the notice referred to in (a) above, the Town Board has approved the terms of the new agreement.

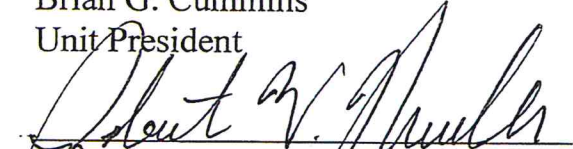
The undersigned representatives of the parties and the respective negotiating teams of the parties each and all agree to urge their respective principals to give, as promptly as practicable, the approvals referred to in subparagraphs (a) and (b) above.

As soon as practicable after the approvals referred to in the preceding paragraph have been given, a new written agreement containing the terms as hereinabove set forth shall be prepared and executed by authorized representatives of the Union and the Town.

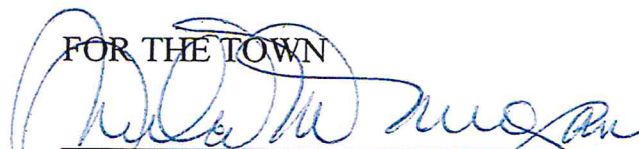
IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below this 14<sup>th</sup> day of December of 2017.

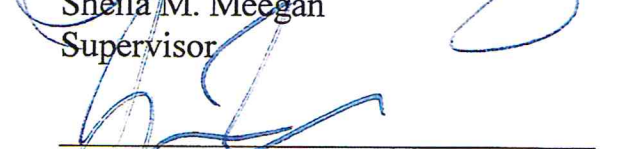
FOR THE UNION

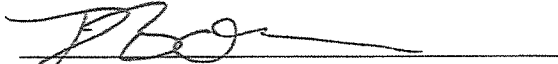
  
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Brian G. Cummins  
Unit President

  
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Robert W. Mueller  
Labor Relations Specialist

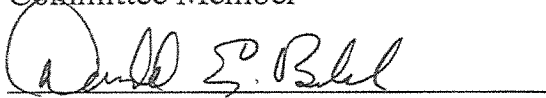
FOR THE TOWN

  
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John J. Fenz  
Town Attorney



David W. Baker  
Committee Member



Donald E. Bebak  
Committee Member



Mark V. Kerner  
Committee Member