



Town of West Seneca

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MEMO

To: The Honorable Town Board

From: Tina M. Hawthorne, Town Attorney

Date: March 30, 2021

Subject: Blue Collar Unit – Memorandum of Understanding

Please see attached Memorandum of Agreement negotiated between the Highway Superintendent and the Blue Collar Unit and reviewed by counsel. Kindly authorize the Supervisor to sign the Agreement.

MEMORANDUM OF AGREEMENT

by and between

THE TOWN OF WEST SENECA

And

THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC. UNIT 6713-01,
LOCAL 1000, AFSCME, AFL-CIO on behalf of the CSEA Town of West Seneca
Highway Unit

WHEREAS the parties wish to enter into a pilot program to temporarily change the normal workday/workweek from a five day – eight hour per day to work schedule, to a four-day, ten hour per day work schedule.

NOW THERE FORE BE IT AGREED, the following:

1. Commencing May 1, 2021 and continue until August 31, 2021, the normal work schedule shall be changed to a four (4) day, ten (10) hour per day work schedule for CSEA bargaining unit members assigned to the Highway Department (not sewer, sanitation, buildings & grounds). The normal workday shall hereafter refer to a 10-hour workday.
2. The Highway Superintendent will have sole discretion to extend this pilot program until September 30, 2021.
3. Employees normally scheduled days off shall continue to be Saturday and Sunday. For the duration of this pilot program approximately half (1/2) of the Highway Department employees will be assigned to a Monday through Thursday work week and approximately half (1/2) of the highway department employees will be assigned to work a Tuesday through Friday schedule.
4. The normally scheduled workday during the 4 day, 10 hours per day schedule shall commence at 6:30 am, and end at 5:00 pm.
5. Based upon the needs of the department and prior approval from the Highway Superintendent the lunch break period may be taken at 4:30pm.
6. During the 4-day, 10-hour schedule, all benefit time (sick, vacation, personal leave) will be utilized by the hour (10 hours for full days of absence or vacation) and half (1/2) days will be charged at 5 hours of benefit time.
7. On Mondays and Fridays during the 10-hour workday, the number of Highway employees that may be scheduled for time off will be reduced to three (3) as approved by the Highway Superintendent.
8. During any week with a weekday holiday (Memorial Day, 4th of July, Labor Day), employees shall revert back to the contractual 5-day, 8 hour per day workweek, so as to provide for the normally scheduled 8-hour holiday.

9. Employees shall not be entitled to premium pay for overtime unless they work in excess of 10 hours per day or 40 hours per week. Except as provided in paragraph 8 and the CBA as it relates to holiday overtime.
10. Prior to the commencement of this pilot program a schedule bid will take place. The bid will be circulated for the affected employees to submit their preference of a Monday – Thursday or Tuesday -Friday schedule. The bidding process will be by seniority in title, not bargaining unit seniority. Schedule selection will be for the entire length of the 4-day, 10-hour program. The Highway Superintendent has the authority to adjust the schedule assignments based on the needs of the department.
11. The Highway Superintendent may adjust schedule assignments in cases of unanticipated extended absences. The Superintendent will first solicit volunteers, then assign by reverse order of seniority in title if there are no volunteers.
12. During this pilot program, any provisions of this memorandum of understanding that may contradict the terms of the collective bargaining agreement shall not be subject to the grievance procedure.
13. If at any time during the 4-day, 10-hour per day pilot program, unanticipated issues arise, both the Union and the Highway Superintendent agree to meet to resolve, and if needed, amend this Memorandum of Agreement.
14. This pilot program shall expire on August 31, 2021 (or if extended by the Highway Superintendent, September 30, 2021), and the normal workday/workweek provisions of the collective bargaining agreement shall prevail.
15. This letter of understanding shall be subject to ratification by the union body assigned the Highway Department prior to taking effect.

IN WITNESS WHEREOF

FOR THE CSEA

FOR THE TOWN

 Deb Mueller Date
 Labor Relations Specialist

 Gary Dickson Date
 Supervisor

 Brian Cummins Date
 Unit President

 Brian Adams Date
 Highway Superintendent