

# **AGREEMENT**

by and between the

**Town of West Seneca**

and

CSEA, Local 1000 AFSCME, AFL-CIO



Town of West Seneca Blue Collar Unit

January 1, 2008 - December 31, 2011

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## **PREAMBLE**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the Town of West Seneca by its Supervisor, Paul T. Clark (hereinafter referred to as the Board) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as CSEA).

**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 Board recognizes the CSEA as the sole and exclusive representative for the purposes 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 Blue 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, Secretary to the Supervisor, Fire Alarm Superintendent, Radio Maintenance Men, Superintendent of Buildings and Grounds, Recreation Supervisor, Building Inspector, Assessor, Construction Inspector, all White Collar job classifications and Fire Dispatchers. 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 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 Board 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      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 employee's 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.

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 CSEA, 143 Washington Avenue, Albany, New York 12210.

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 Board 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 Board. 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 shall be eight (8) consecutive hours except for interruptions for lunch periods, within a calendar day except as herein otherwise provided. All employees covered under this contract shall work between 7:00 a.m. and 3:30 p.m., Monday

through Friday with a one-half ( $\frac{1}{2}$ ) hour lunch break each workday except the Dog Control Officer and the Assistant Dog Control Officer. The Dog Control Officer and the Assistant Dog Control Officer shall work between 9:00 a.m. and 5:00 p.m., Monday through Friday with a one (1) hour inclusive lunch break each workday.

(a) An employee tardy from work from 1 to 10 minutes shall be docked fifteen (15) minutes pay.

(b) An employee tardy from 11 to 20 minutes shall be docked thirty (30) minutes pay.

(c) An employee tardy from work from 21 to 30 minutes shall be docked forty-five (45) minutes pay.

(d) Any employee more than thirty (30) minutes tardy after his regular starting time shall be considered absent without leave and shall not be paid for the day.

(e) In order to avoid any delay in work crew assignments, a tardy employee may be assigned work without regard to seniority.

## **Section 4.2**      **WORKWEEK AND LAG PAYROLL**

The regular workweek for all employees shall not exceed forty (40) hours except where herein otherwise provided.

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

## **Section 4.3**      **OVERTIME**

All full-time employees shall receive overtime compensation at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay for work hours in excess of the hours of work established Sections 4.1 and 4.2.

#### **Section 4.4      HOLIDAYS AND SATURDAY PREMIUMS**

All full-time employees working on a holiday will be compensated at the rate of one and one-half (1-½) times his daily rate of pay plus the holiday pay. All Saturday work which is not part of the normally scheduled workweek shall be paid at the rate of time and one-half. No one shall be rescheduled in an attempt to avoid paying time and one-half on Saturday.

#### **Section 4.5      OVERTIME RATE**

Overtime pay shall be on a pro-rata basis using 2,080 hours per annual salary to establish the hourly rate.

#### **Section 4.6      HOURS OF WORK DEFINED**

For purposes of the provisions of Sections 4.1 and 4.2 in computing overtime liability, "hours of work" shall be deemed to mean hours actually worked by the employees. Any paid absence, except absence while on Workers' Compensation to Sick Bank Leave, shall be deemed to be eight (8) hours of work. A paid holiday shall be deemed to be eight hours of work. Absence for Workers' Compensation hearing or medical treatment required for compensation injuries shall be deemed to be hours of work.

#### **Section 4.7      SUNDAY PAY**

If a member is required to work overtime on a Sunday, it shall be at double his regular rate of pay.

#### **Section 4.8      CALL BACK PAY**

Any employee called back to work outside of his regularly scheduled shift shall be paid for at least two (2) hours of work. Such an employee may be required to remain at and continue to perform his duties for at least two (2) hours.

#### **Section 4.9**      **OVERTIME CALLOUTS AND EMERGENCIES**

(a) Overtime work shall be offered to all employees, who are actually at work, first, before any Call-In shall occur, within the same job classification or department on a straight seniority basis. The opportunity to work overtime shall be offered to the employees within the job classification of the department involved on a straight seniority basis. Employees who are offered overtime work on this basis but who decline to accept shall be considered to have worked overtime for the purpose of determining distribution of overtime.

Overtime work shall be voluntary, and there shall be no discrimination against any employee who declines to work overtime, except in case of emergency. In such a circumstance, the Department Head is authorized to direct employees to work overtime for reasonable periods. Emergency shall mean snow control, ice control, flooding, and other similar acts of nature.

Notwithstanding the provision of this Section 4.9, seniority shall not apply in the assignment of overtime in the following circumstance:

(i) Where an employee has commenced a job assignment in the course of his regular shift, the employee will be permitted to complete the assignment although such employee may need to work beyond the end of his normal shift on the day the assignment is commenced in order to complete the work. This continuation of work shall not continue for a period exceeding three and one-half (3-½) hours from the end of the employee's normal shift on that day. This condition of employment shall be waived in instances where an employee(s) does not desire to continue to work beyond the end of his normal workday. In such case, the Employer shall assign overtime work to employees on the basis of seniority in accordance with the other provisions of this Section 9.

(ii) Overtime assignments for the Buildings and Grounds Department will be on a rotation basis, starting with the most senior man (laborer), then the next senior man and so on, until the least senior has had an opportunity to work overtime. The list

will then begin again with the most senior man. If the person whose name is up for a callout refuses to work, his name is put the bottom of the list as if he worked. Overtime that will not be put on the (wheel) rotation is as follows: working with the Fire Alarm Maintenance.

(b) Call-Ins shall be by straight seniority starting with the most senior employee in paragraph (c) hereof for each separate "Call-In" (subject to the qualifications of paragraph (a) above). A "Call-In" is overtime which requests the employee who is not at work to return to work.

(c) The Town shall first canvass the list of Highway employees, then Rubbish Truck employees, then Caretakers and Mechanics. This list will be canvassed once.

(d) If additional personnel are required, the Town will then canvass the Sewer Maintenance Motor Equipment Operators.

(e) If the Town is unable to obtain sufficient personnel by paragraphs b, c, and d, the Town will have the right to fill with non-regular, part-time or temporary employees from whatever source.

(f) On all "Call-Ins", employees shall be paid from the nearest quarter hour to the time that they actually report to work.

(g) If an employee is passed over in an overtime callout through no fault of the employee, the employee who is passed over will be paid for his or her missed overtime.

(h) In the event of an overtime callout pursuant to paragraphs b, c, and d above, each employee will receive only one call. Every employee regardless of whether or not the employee is off on sick leave, personal leave or vacation (but not employees on Workers' Compensation leave, leave of absences, Sick Bank leave or bereavement leave) will receive one call. The only time an employee is entitled to a second call is if in the event on the first call, there was no answer, a busy signal is received, an individual at the house



indicates that the employee is not at home or is temporarily not available to answer the phone.

(i) If the Town (the Town Highway Superintendent) declares an emergency, thereby implementing the provisions of Subparagraph (a) above, the Town will pay time and one-half (1-½) for all hours worked during the emergency, except for Sundays for which the employees are paid at double time. If an employee works more than sixty (60) hours during the same continuous emergency, the employee will be paid double time for all hours worked in excess of the first sixty (60) hours during that same continuous emergency. In any event, however there will be no pyramiding of overtime rates.

#### **Section 4.10 OVERTIME APPROVAL**

No overtime payments shall be made unless the overtime work has been specifically ordered by the Department Head. In addition, no overtime work shall be ordered unless there has been an appropriation of funds for that purpose.

#### **Section 4.11 NIGHT PATROL**

The Town will establish a Night Patrol commencing in the Month of November or December, consisting of one crew of two CDL holders from the Highway Department to work a shift of 3:00 p.m. to 11:00 p.m., and one crew of two CDL holders from the Highway Department to work a shift of 11:00 p.m. to 7:00 a.m. for a seven consecutive day period.

The Superintendent of Highways shall establish each Night Patrol Crew. The Town shall publish a list of Night Patrol Crews and post a Night Patrol schedule in the month of September. Each crew shall be allowed an opportunity to select one 3:00 p.m. to 11:00 p.m. tour and one 11:00 p.m. to 7:00 a.m. tour by seniority.

Crew seniority shall be determined by the seniority of the most senior employee on the crew.

**Selection Process:** Once the night patrol schedule is posted, each crew shall be allowed one (1) day to select their 3:00 p.m. to 11:00 p.m. tour and 11:00 p.m. to 7:00 a.m. tour. If the senior employee of a crew is at work on the day that the crew is required to select their Night Patrol tours but the crew does not select a Night Patrol tour, that crew shall be placed at the end of the list, and the next most senior crew shall be allowed to select their Night Patrol tours. If the senior employee of a crew is not at work on the day that the crew is required to select their Night Patrol tours, that crew shall be allowed until the next day that the senior employee is at work to make their selection. In the event that the senior employee of a crew is not at work for a period of one (1) week, the Town will attempt to contact the employee at home to have him make the selection over the phone. If the employee refuses to select over the telephone, or if the Town is unable to contact the employee for a period of one (1) week, that crew shall be placed at the end of the list.

The Night Patrol will be scheduled to last long enough for each crew to have one (1) 3:00 p.m. to 11:00 p.m. tour and one (1) 11:00 p.m. to 7:00 a.m. tour. The Town may extend the operation of the Night Patrol at its sole option. In the event that the Town elects to extend the operation of the Night Patrol, the additional shifts shall be offered to crews on seniority basis.

In the event that the Town is aware of a week long (seven days) Night Patrol vacancy, it shall canvass employees by seniority to fill that week long (seven day) vacancy.

In the event of a vacancy on a daily basis, the overtime opportunity shall be offered to the most senior employee at work before any "Call-Ins" occur.

It is understood that for the purposes of this section, a vacation week shall be considered to be Monday through Friday. An employee who has scheduled a vacation week during his or her Night Patrol tour shall be allowed to work the Saturday and Sunday of the tour.

Recognizing that the scheduling of Night Patrol tours shall take place during the period during which vacations are being scheduled, employees shall make every effort to avoid scheduling a Night Patrol tour for the same week that the employee has scheduled a vacation week. Similarly, employees shall make every effort to avoid scheduling a vacation week for the same week that the employee has scheduled a Night Patrol tour.

There shall be no switching of tours or shifts between individuals or crews.

## ARTICLE 5      PRODUCTIVITY

### Section 5.1      PRODUCTIVITY

The CSEA and the Board recognized the necessity of a fair day's work for a fair day's pay throughout the Board'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 at least bimonthly 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 agreed upon 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>Lincoln's Birthday</b>	<b>New Year's Day</b>	<b>Good Friday</b>
<b>Memorial Day</b>	<b>Washington's Birthday</b>	<b>Labor Day</b>
<b>Columbus Day</b>	<b>Independence Day</b>	<b>Veteran's Day</b>
<b>Thanksgiving Day</b>	<b>Election Day</b>	<b>Christmas Day</b>
	<b>Day After Thanksgiving</b>	

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.

### **Section 6.2**      **BEFORE AND AFTER HOLIDAYS**

Any full-time employee who fails to report for and perform his scheduled or assigned work on the last working day before a holiday or on the first working day following the holiday shall be ineligible to be paid for the unworked 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 produce verification for said absence.

### **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 (1-½) times his or her regular rate of pay plus the holiday pay. Any employee required to work on Christmas Day shall be paid on the basis of double time his or her regular rate of pay plus his or her regular holiday pay. There shall be no pyramiding of overtime.

## **ARTICLE 7      VACATIONS**

### **Section 7.1      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:

<b>YEARS OF SERVICE</b>	<b>WEEKS OF VACATION</b>
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

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 one-twelfth (1/12) for each such calendar month absent.

## Section 7.2      VACATION SCHEDULING

Each employee covered under this contract shall be allowed to select an initial vacation period from the weeks available within a calendar year. The employee shall select his vacation period between November 1 and December 15 of each year in accordance with the procedure contained herein. The employee shall, then, be allowed to take the vacation he selected in the calendar year following the year he selected such vacation. The Superintendent of Highways or the Supervisors of other departments in which employees covered under this contract work shall allow employees to select their vacation periods on the basis of Town-wide seniority with the most senior employee choosing his vacation period first. Following his selection, other employees shall be allowed to choose weeks during which they desire to take vacation until the least senior employee has finally chosen the vacation weeks which have not been selected by more senior employees.

When an employee initially selects his vacation, he may if he desires, select alternate weeks, which are not available at the time he is involved in the vacation selection process. If a week(s) become unencumbered because another employee(s) cancels his vacation for such week(s), the vacation time shall be offered to the most senior employees who expressed a preference for the vacation period, should it become open. In order to allow another employee(s) to become eligible for a more preferred vacation period, the employee who is withdrawing his bid for the vacation period must notify the Superintendent or Supervisor of another Department at least five (5) working days prior to the date his vacation would have begun. The Superintendent or other Supervisor shall then canvass the employees who expressed a desire for the now vacant vacation period beginning with the most senior employee who expressed an interest in the period. The vacation time will be granted to the first employee who responds by accepting the vacation period offered to him.

### **Section 7.3**      **ONE-DAY VACATIONS**

Notwithstanding the conditions set forth in Section 7.2 with regard to the scheduling of vacation in time frames of one (1) or more work weeks, employees of the Buildings and Grounds Department shall be allowed to use their accrued vacation in increments of one (1) or more workdays and/or one (1) or more work weeks until the employee has exhausted his vacation.

Highway Department employees may take up to two weeks of vacation in one-day increments over the course of the year. The two weeks of vacation being utilized one day at a time is not in addition to any other vacation time. This vacation will be granted on a first come basis. It will only be granted to any employee who has requested the vacation in writing 48 hours in advance. One-day vacation time may not be used in conjunction with personal days. One-day vacation units may not be used more than one day at any one time. If in the event that an employee has a five-day vacation already scheduled but before that vacation week is taken, the employee has taken a vacation day on a one day basis thus leaving the employee with only four (4) days of available vacation, the employee will take his vacation Monday through Thursday and will report to work for work on Friday. If in the event that an employee has a five-day vacation already scheduled but before that vacation week is taken, the employee has taken more than one vacation day on a one day basis thus leaving the employee with less than four (4) days of available vacation, the employee will take his vacation commencing on Monday until his vacation is completed and will report to work for work on the next work day whether it be Wednesday, Thursday, etc.

### **Section 7.4**      **ILLNESS PRIOR TO VACATION**

If an employee becomes ill, is injured, or an emergency occurs to him or his immediate family prior to the employee taking his scheduled vacation, the employee shall be allowed to cancel his vacation. It shall, however, be understood that the employee must select another vacation period from among those weeks remaining in the fiscal year in which the employee was to use his accumulated

vacation that are not already scheduled as vacation time off by the maximum number of employees allowed to take vacation during a work week(s). If the employee is denied his choice of vacation because of the needs of the employer, because of the aforementioned internal rule or other rule promulgated by the Department of Highway or Department of Buildings and Grounds or because the employee does not return to work due to an emergency, illness or injury which continues until he is unable to schedule his vacation in the fiscal year in which he was supposed to use it, the Town shall pay the employee for all unused vacation at his then current rate of pay on the last pay day of the fiscal year in which he was to have taken his vacation. Any employee who was able to reschedule his and does not reschedule it will lose his vacation accrual at the end of the fiscal year in which he was to have used it.

#### **Section 7.5      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 as follows:

- (a) If said employee leaves a widow or widower then to such widow or widower.
- (b) If no such widow or widower survives and said employee leaves a minor child or minor children (including adopted children), then to the guardian of such minor child or children.
- (c) If no such widow, widower, if any, or minor child or children, then to the surviving parent or parents, if any, of such employee.
- (d) If none of the aforementioned survive the employee, then to the employee's estate.



**Section 7.6**      **HOLIDAYS DURING VACATION**

If a holiday(s) falls within the vacation period of any employee covered under this contract except employees of the Building and Grounds Department, the Town shall pay the employee an extra day's pay for each holiday falling within such vacation period.

If a holiday(s) falls within the vacation period of an employee of the Buildings and Grounds Department, the employee shall be allowed to extend his vacation period by the number of holidays within such period or, at his option, the vacation accruals of the employee 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.

**ARTICLE 8**      **LONGEVITY**

**Section 8.1**      **LONGEVITY PAY**

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:

<b>YEARS OF SERVICE</b>	<b>AMOUNT</b>
After five (5) years of service	\$ 650.00
After ten (10) years of service	\$ 700.00
After fifteen (15) years of service	\$ 900.00
After twenty (20) years of service	\$1,100.00
After twenty-five (25) years of service	\$1,200.00

## **ARTICLE 9      SICK LEAVE**

### **Section 9.1      SICK LEAVE ACCUMULATION**

Each employee 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.

### **Section 9.2      PROOF OF ILLNESS**

Before absence for illness may be charged against accumulated sick leave, the Town 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 Town 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 employee 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 notify their appropriate Department Head, Supervisor, or Working Crew Chief of their unavailability to work

due to illness as soon as they are aware they will be required to be absent.

Notice shall be provided at least one (1) hour prior to the regular starting time of the employee's work shift if on the first and second shift, and at least one and one-half (1-½) hours prior to the third shift. The Town shall make available to the employees the residence phone numbers of the appropriate Department Head, Supervisor or Working Crew Chief to whom notification should be made, no matter what time the notice has to be made. If an employee fails to give the aforementioned notice, then the employee shall not receive a sick time entitlement for that absence. The employee's appropriate Department Head may excuse the lack of notice but only for good cause shown.

#### **Section 9.6**      **MEDICAL CERTIFICATION**

After more than five (5) consecutive workdays 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 Workers' 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.

#### **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 (1-½) per month.

#### **Section 9.9**      **WORKERS' COMPENSATION 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 time. 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 for that calendar month. Sick leave including sick bank leave set forth in Article 10 may not be used for an absence due to work related injury for which compensation is provided under the Workers' Compensation Act.

## 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) A employee must, in order to join the sick leave bank, 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 five hundred (500) sick days. Contributions will be

resumed at any time that the accumulated total number of sick days in the sick bank falls below 500 sick days.

(e) If at any time the accumulated total number of sick days in the sick bank falls below the accumulated value of two hundred fifty (250) sick days, the Town shall contribute sufficient days to bring the total number of accumulated sick days up to two hundred fifty (250) 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 days accumulation, vacation and personal leave days have been exhausted in accordance with Section 10.1 herein because of an 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 Highway Superintendent 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 requests 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 bank 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 and 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 on or about 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 may 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).



## ARTICLE 12    EMERGENCY LEAVE/PERSONAL

### Section 12.1    ACCRUAL

After one (1) year of continuous service, each employee shall be granted leave without loss of pay for not more than three (3) days in any calendar year, which shall be non-cumulative for emergency business of such nature that it cannot be conducted at a time other than such employee's regularly scheduled working hours. All personal leave days shall be used in units of not less than one-half ( $\frac{1}{2}$ ) day.

### Section 12.2    APPLICATION

Application for such leave for emergency business shall be submitted to the Department Head in writing at least two (2) working days prior to the requested absence. This requirement may be waived.

### Section 12.3    UNUSED PERSONAL LEAVE

All unused personal leave shall be added to the employee's accumulated sick leave.

### Section 12.4    EMERGENCY LEAVE AND HOLIDAYS

Applications for emergency leave, for business of such a nature that it cannot be conducted at a time other than such employee's regularly scheduled working hours, before or after a holiday shall be submitted directly to the Department Head. Applications for this leave shall be in writing and shall contain the general reason for the request for the emergency leave. Employee's who have requested emergency leave before or after a holiday and who have been granted said leave, shall, on the employee's next actual day of work, provide written verification from an independent source that the emergency leave day before or after the holiday had in fact been utilized for the general purpose described in the employee's application for such leave. For example, a note from an attorney on the attorney's stationery, indicating that an appointment was kept

with the attorney on the emergency leave day will suffice. Both the application and the proof of compliance shall be submitted directly to the Department Head. All said applications and accompanying proof shall be maintained as a confidential file in the employee's personal files. If at any time the Town fails to enforce any portion of this provision, that failure to enforce shall not be construed as a waiver of the Town's right to enforce this provision in other situations and shall not be construed or used as a past practice waiving this provision. Once the personal leave day is authorized, it will not be rescinded unless a departmental emergency has been declared.

## **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, because of a death in his immediate family. The employee shall be paid for any regularly scheduled working hours during such three (3) calendar day period. If the "Day of the Funeral" is a Saturday, the employee shall receive an additional Bereavement Day.

### **Section 13.2     IMMEDIATE FAMILY DEFINED**

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.

### **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. If the funeral 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 service.

## ARTICLE 14    GENERAL LEAVE

### Section 14.1    GENERAL LEAVE

(a) Employees with at least one 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).

(g) **Military Leave.**

Employees in the uniformed services of the United States of America shall be provided with leave in accordance with applicable state and federal laws. Continuation of benefits, reinstatement, and

seniority rights shall be governed by the Uniformed Services Employment and Reemployment Rights Act.

Employees shall be paid for the first twenty-two (22) days of ordered military duty in any calendar year pursuant to Article XI of the New York State Military Law.

## **ARTICLE 15     HEALTH AND WELFARE**

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

The Town shall provide the following health insurance options upon ratification:

**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.

~or~

**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.

To the extent that any plan adopts a three-tier prescription drug rider, the Town agrees to self-insure the difference to a \$5.00 co-pay. Employees shall complete the Town of West Seneca "Request for Reimbursement Claim For" for reimbursement of medical expenses.

**Change By Carrier:** In the event that any of these carriers discontinue the coverage provided, the Town shall replace that coverage with that Plan's replacement coverage as offered by the 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.

The three (3) employees with Univera health insurance shall have the option of selecting the Blue Cross/Blue Shield Experience Rated Traditional Plan or the Blue Cross/Blue Shield Experience Rated Point of Service (POS) Plan, single or family coverage, at no cost to the employee.

**Section 15.2**      **EMPLOYEE CONTRIBUTIONS - BLUE CROSS/BLUE SHEILD EXPERIENCE RATED POINT OF SERVICE (POS) OPTION**

A. **Employees hired prior to ratification of Tentative Agreement:**  
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 after ratification of Tentative Agreement:**  
Employees will be required to pay twenty percent (20%) of the premium cost for their first five (5) years of employment and fifteen percent (15%) of the premium cost for the sixth (6th) through tenth

(10th) years of employment. Once the employee **completes** ten (10) years of Town service, the Town shall pay one-hundred (100%) percent of the premium cost, whether single or family. {Employees have the option of making premium contributions on a pre-tax basis.}

**Section 15.3**     **EMPLOYEE CONTRIBUTIONS - BLUE CROSS/BLUE SHIELD EXPERIENCE RATED TRADITIONAL OPTION**

A. **Employees hired prior to January 1, 1994:** For those employees with traditional coverage on June 1, 2004, the Town will pay one hundred percent (100%) of the cost of the BC/BS experience rated Traditional Option, whether single or family.

B. **Employees hired on or after January 1, 1994 but prior to ratification of the Tentative Agreement:** Employees who have Traditional coverage as of July 1, 2007, shall be required to pay ten percent (10%) 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 plan selected and the Town's share of the premium cost of the POS Plan, whichever is less. This shall also apply to employees hired on or after January 1, 1994 but prior to ratification of this tentative agreement.

C. **Employees changing to Traditional Coverage:** Any employee hired prior to the ratification of the Tentative Agreement who did not have traditional coverage on June 1, 2004 may change to traditional coverage; however, the employee must pay the difference in premium cost between the premium cost of the Traditional Plan and the Town's share of the premium cost of the POS Plan.

D. **Employees hired after ratification of the Tentative Agreement:** Employees shall not be allowed to elect coverage under the Traditional Plan.

#### **Section 15.4 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.

#### **Section 15.5 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.

#### **Section 15.6 Duplication of Coverage/Employee Opt Out**

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, and who opts not to take such coverage or drop the coverage for an entire coverage year. Payment shall be made by separate check around December 1<sup>st</sup> of each contract year.

#### **Section 15.7 HEALTH INSURANCE UPON RETIREMENT**

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 32, 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 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 on or after January 1, 1994 and opts for the Traditional coverage, 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.

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. 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.

#### **Section 15.8    ADMINISTRATION**

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

#### **Section 15.9    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 the full cost of the premium one (1) month in advance.

#### **Section 15.10   AFTER RETIREMENT**

The option of a retiree to participate in group medical insurance (Blue Cross/Blue Shield Traditional Point of Service (POS) or Blue Cross/Blue Shield Preferred Provider Organization (PPO) must be taken immediately upon retirement. The group plan will not be subject to reinstatement at a later date. Retirees, upon reaching the age of sixty-five (65), must avail themselves of coverage under Medicare in lieu of full coverage under Blue Cross and Blue Shield.

#### **Section 15.11   SURVIVING SPOUSE OR DEPENDENTS**

The surviving spouse and/or dependents (as defined by Blue Cross and Blue Shield Traditional Point of Service) 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 15.7 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.

## **Section 15.12   OPTICAL AND DENTAL COVERAGE**

The Town will purchase the CSEA-EBF (family coverage at the composite rate) Dental (Sunrise) Plan at no cost to employees.

Effective July 1, 2008, the Town will purchase the CSEA-EBF (family coverage at the composite rate) Platinum 12 Optical Plan at no cost to employees.

## **ARTICLE 16   JURY PAY**

### **Section 16.1   JURY DUTY**

A full-time employee 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 shall receive for each day of such service on which he 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 NOVEMBER 1, 1985**

A full-time employee, hired prior to November 1, 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 one

hundred twenty (120) continuous work days, the employee shall not accrue additional personal leave or sick leave while said employee continues on Workers' Compensation leave past the one hundred twenty-first (121<sup>st</sup>) workday.

**Section 17.2**     **EMPLOYEES HIRED ON OR AFTER NOVEMBER 1, 1985**

An employee hired, on or after November 1, 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 Article 7, Vacations, Section 7.1 and Article 9, Sick Leave, Section 9.9).

**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**     **NO ADDITIONAL PAY**

During the period while an employee is a recipient of Workers' Compensation benefits or Sick Bank leave benefits, said employee shall not receive any additional pay for holidays, sick leave or vacation.

**Section 17.5**     **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 provide the Twenty (20) Year Career Retirement Plan Section 75(i) and 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.

## 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    SENIORITY DEFINED

Seniority means the date an employee was first hired on a continuous basis with the Town. CETA time will be considered continuous service.

However, seniority for purposes of filling vacancies and promotions shall be determined on the basis of length of service within the department having the opening. If departmental seniority is equal then overall seniority shall apply. For purposes of this Article, the Town shall consist of a Buildings and Grounds Department and a Highway Department and a department of all other Town services. Employees hired on or before December 31, 1984, shall be deemed to have departmental seniority equivalent to their overall seniority. Within thirty (30) days of the execution of this Agreement, the Town will prepare a new seniority list, which will credit all existing employees with their total seniority.

## **Section 20.2    PROBATIONARY PERIOD**

Every appointment, permanent in character, from an open competitive list shall be for a probationary term of six (6) months in accordance with the rules of the Civil Service Commission. All promotions shall be probationary for six (6) months. Any employee promoted may during his probationary period voluntarily request a return to his original position without penalty.

## **Section 20.3    CONTINUOUS SERVICE**

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement or leave of absence. However, if an employee who has resigned is reinstated to work in any capacity within one (1) year thereafter, the break in continuous service shall be removed from his record.

## **Section 20.4    LAYOFFS**

In the event it becomes necessary to layoff employees for any reason, they shall be laid off in the inverse order of their seniority. Any provisional or temporary employees will be laid off by their length of continuous service since their last date of hire.

## **Section 20.5    ABOLISHMENT OF POSITION**

Where, because of economics, consolidation or abolition of functions, curtailment of activities or otherwise, positions are abolished or reduced in rank or salary grade, suspension or demotion, as the case may be, among incumbents holding the same or similar jobs, shall be made in the inverse order of original appointment on a permanent basis.

## **Section 20.6    RECALL**

(a) Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on the layoff status desiring to return to work have been recalled,

provided that such employees on a layoff status are capable of returning to work.

(b) The Town will notify the laid off employee by registered mail, at his last known address, that he has been offered recall in line with his continuous service. If the employee fails to report for work by the tenth (10<sup>th</sup>) working day from date of mailing of the notice of recall, he shall be considered a "quit".

## **Section 20.7     PROMOTIONS, VACANCIES AND BUMPING**

(a) The term promotion means the advancement of an employee to a higher paying position. The term vacancy does not include entry-level positions; and entry-level positions are not subject to any of the procedures contained in this Article. The Town, however, will consider transfer requests when an opening occurs in an entry-level position, but the final determination as to whether or not a transfer request will be honored will be solely in the discretion of the Town Supervisor.

(b) In case of promotion or whenever a job classification, opening or a vacancy occurs, other than temporary, the position shall be filled in accordance with Civil Service rules of procedure, and selections shall be made from the appropriate Civil Service list until the list of names is exhausted.

(c) Should a new position or vacancy occur which cannot be filled by reason of the absence of an appropriate Civil Service list, then, in such case, an appropriate notice of the said opening shall be posted on all bulletin board for a period of ten (10) working days, stating the job title, pay rate and necessary qualifications for the job.

(d) An employee may apply, in writing, for such position and submit such application to his Department Head, except for the titles stated below in (f).

(e) Except for the titles list in paragraph (f) below, the position shall be filled by the Department Head within thirty (30) days from the date the new classification or vacancy occurs from among



employees who have made such application and who are qualified, except that where more than one (1) employee qualifies for the same position, seniority will be the determining factor in making the selection. Where the competing employees are of equal seniority, the employee with the longest service within the department shall be appointed. All promotions shall be probationary for six (6) months. Any employee promoted may during his probationary period voluntarily request a return to his original position without penalty.

(f) Notwithstanding the above, in filling the following position: Working Crew Chief Highways, Auto Mechanic Crew Chief, General Crew Chief, Parks Crew Chief and Parks General Crew Chief, such positions shall be filled by the Department Head within thirty (30) days from the date the vacancy occurs among the five (5) most senior qualified applicants (for the positions of Parks Crew Chief and Parks General Crew Chief among the three (3) most senior qualified applicants) who bid and are willing to accept the position if offered. Where Town seniority is equal, departmental seniority shall govern. All promotions shall be probationary for six (6) months. Any employee promoted may during his probationary period voluntarily request a return to his original position without penalty.

(g) When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise the employee's seniority rights to bump within the department; i.e., to replace an employee with less departmental seniority. Such employee may, if the employee so desires, replace any employee in the same job classification within the same department, provided that the employee has greater departmental seniority than the employee within the department whom the employee replaces.

When necessary to reduce the work force pursuant to any of the provisions of this Article, the employee with the least departmental seniority shall be laid off. The affected employee may displace the least senior employee holding a job and job title in another department, which the affected employee previously held if the

affected employee has more departmental seniority in the other department than the employee to be bumped.

(h) In the event that an employee is promoted from one group to another on the salary schedule, the employee shall be placed on the same step that the employee was on in the old group prior to the promotion.

#### **Section 20.8**     **BEST EFFORTS CLAUSE**

The Board will utilize its best efforts to make all job assignments according to seniority in order that the more desirable assignments will be assigned to the employees with the most seniority. However, the Board will take into account the safety and experience of the employees and the Town's responsibility to the citizens to accomplish the mission of the Department. Nothing contained herein shall be deemed to create a legal obligation upon the employer to post jobs on a daily basis, nor shall said clause be construed to provide a legal obligation on the part of the employer to assign men on the basis of bids or daily bids for the job. This clause shall be construed solely to mean that the employer has a moral obligation to assign men, whenever possible, so that the most senior men obtain the more desirous jobs.

#### **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 notice of discipline or discharge 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) workdays, 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   HIGHWAY LABORERS**

Highway laborers shall be appointed by the Superintendent of Highways from the Sanitation personnel. If a vacancy occurs in the Highway Department, the Town will post the vacancy in the Sanitation Department. The Town may then select any one of the three highest bidders from the Sanitation personnel. Highest to be determined by seniority in the Sanitation Department. This process shall be repeated for each vacancy.

#### **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    UNION LEAVE**

The Town shall allow the President or his designee eight (8) days off without loss of pay or benefits 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 this 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, rights 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 position 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 of 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 this agreement.

### **Section 23.2    SUBCONTRACTING**

The Employer agrees that it will not subcontract any work or services (other than sanitation work as limited by this Agreement in Appendix A §1.2) 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 the decision;
- (3) subcontracting during the term of this Agreement will not result in any employee being laid off.

The Employer agrees that it will not subcontract any of the following work in the Highway Department subject to the Town having existing equipment being capable of performing the necessary task; and in the event that it does not have the existing equipment, the subcontracting will be limited to the rental or lease of the necessary equipment, together with sufficient operators of the rented or leased equipment:

- (b) DI repairs;
- (c) Drainage tiles;
- (d) Tree trimming, except for large trees;

- (e) Sidewalk repairs;
- (f) Hauling stockpiles, except when stockpiles are purchased at a delivered price;
- (g) Snow removal, except during emergencies.

The Town further agrees the Highway Department shall consist of minimum staffing as follows:

(a) Auto Mechanic Crew Chief	1
(b) Auto Mechanics	4
(c) Sewer Maintenance MEO	3
(d) Highway MEO	19
(e) Highway HEO	8
(f) General Crew Chiefs	2
(g) Working Crew Chiefs	4
(h) Laborers	18
(i) Caretakers	2

The Town of West Seneca maintains the right to subcontract roadwork. Highway employees will be involved in road building.

The Town guarantees that it will not lay off any of its current employees so as to reach the minimum staffing defined here in Section 23.2.

## **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 stage 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 the Department Head within five (5) working days after the informal conference at Stage 1. The Department Head 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 the Department Head with the Town Board within five (5) working days after receiving the decision at Stage 2. The Board, acting through the Supervisor, shall hold a hearing on 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 24.

#### **Section 24.5     EXTENSION OF TIME LIMITS**

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



#### **Section 24.6    BYPASSING STEPS**

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

#### **Section 24.7    EVIDENCE**

The arbitrator may not consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

#### **Section 24.8    DAYS DEFINED**

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

### **ARTICLE 25    SALARIES**

#### **Section 25.1    INCREASES**

Effective January 1, 2008, each employee covered under the contract, except for Sanitation Department employees, shall receive an increase to his 2007 wages of 3.0%. Such increase shall be incorporated into the 2007 hourly rate schedule to form the January 1, 2008 hourly rate (salary) schedule, which shall be labeled Appendix B.

Effective January 1, 2009, each employee covered under the contract, except for Sanitation Department employees, shall receive an increase to his 2008 wages of 3.0%. Such increase shall be incorporated into the 2008 hourly rate schedule to form the January 1, 2009 hourly rate (salary) schedule, which shall be labeled Appendix C.

Effective January 1, 2010, each employee covered under the contract, except for Sanitation Department employees, shall receive an increase to his 2009 wages of 3.0%. Such increase shall be incorporated into the 2009 hourly rate schedule to form the January

1, 2010 hourly rate (salary) schedule, which shall be labeled Appendix D.

Effective January 1, 2011, each employee covered under the contract, except for Sanitation Department employees, shall receive an increase to his 2010 wages of 3.0%. Such increase shall be incorporated into the 2010 hourly rate schedule to form the January 1, 2011 hourly rate (salary) schedule, which shall be labeled Appendix E.

### **Section 25.2    INCREMENTS**

Increment payments shall be made on January 1, 1993 for all eligible employees moving on an increment step. Thereafter all annual increment payments or step payments shall be made on January 1<sup>st</sup> of each following year until the employee reaches the maximum increment step. Each employee hired on or after January 1, 1983 shall receive an annual increment or step on his anniversary date in accordance with the guidelines for the payment of increments as set forth in this Article.

### **Section 25.3    MEAL ALLOWANCE**

A five-dollar (\$5.00) meal allowance will be paid to all 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) hour's notice. The one (1) hour's notice clause shall not apply if the overtime is contiguous to an employee's regular eight (8) hour work shift.

### **Section 25.4    SHOE ALLOWANCE**

The Town of West Seneca will allow all its employees covered by the bargaining unit a seventy-five dollar (\$75.00) per year shoe allotment upon submission of a paid receipt for an approved shoe.

## ARTICLE 26     SNOW AND OTHER EMERGENCY CONDITIONS

### Section 26.1     SNOW AND OTHER EMERGENCY CONDITIONS

In the event that a snow or other emergency is declared and the general services of the Town of West Seneca are closed, all employees covered under the bargaining unit who are not required to report to work because of the emergency shall, if they desire, be allowed to report for duty and shall be provided work. Any employee in the latter category who does not desire to work, or any employee who cannot reach his job site shall have the option of taking any accrued leave time which he has available for use. Such leave shall include but not be limited to sick leave, vacation and personal leave. The employee shall designate the type of leave to which the day shall be charged. An employee who does not wish to use accrued leave or who does not have accrued leave available for use shall not receive pay for the day.

## ARTICLE 27     OUT OF TITLE WORK

### Section 27.1     OUT OF TITLE WORK

Each employee covered under this contract who is assigned out-of-title work for a period of three (3) 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 who 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     PERSONNEL FILES

### Section 28.1     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 29     LOCKOUT

### Section 29.1     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 30     ILLEGALITY

### Section 30.1     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 31     MODIFICATION OF AGREEMENT

### Section 31.1     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 32    TERM OF AGREEMENT**

### **Section 32.1    TERM OF AGREEMENT**

This Agreement shall be effective upon ratification of this Tentative Agreement and continue in full force and effect until midnight, December 31, 2011, and shall continue in full force and effect thereafter until such time as a subsequent agreement becomes effective.

## **ARTICLE 33    IMPLEMENTATION CLAUSE**

### **Section 33.1    IMPLEMENTATION CLAUSE**

Except as otherwise set forth specifically in this Agreement, the Town agrees that all the economic terms of this Agreement are effective retroactive to January 1, 2008. The Town agrees to implement all the terms and conditions of this Agreement within sixty (60) days of the execution of this Agreement.

## **ARTICLE 34    LEGISLATIVE ACTION**

### **Section 34.1    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 have hereunder set their hands and seals this \_\_\_ day of \_\_\_\_\_, 200\_\_.

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**Paul T. Clark, Supervisor**  
**Town of West Seneca**

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**Jim Kittner**  
**Unit President**

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**Terri Hoffmann**  
**Labor Relations Specialist**

**Appendix A**  
**to**  
**Agreement**  
**between**  
**The Town of West Seneca**  
**and the**  
**Civil Service Employees Association, Inc.**  
**Local 1000, AFSCME, AFL-CIO**  
**Town of West Seneca Blue Collar Unit**  
  
**January 1, 2008 to December 31, 2011**

## **Appendix A**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between the Town of West Seneca by its Supervisor, Paul T. Clark (hereinafter referred to as the Board), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Town of West Seneca Blue Collar Unit (hereinafter referred to as CSEA).

**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 for the Sanitation Department 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**      **UNIT RECOGNITION**

#### **Section 1.1**      **UNIT RECOGNITION**

The Board recognizes the CSEA as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and all the terms and conditions of employment for all the employees of the Sanitation Department excluding therefrom Department Heads, Elected Officials, all part-time employees, temporary employees hired on a seasonal basis, Superintendent of Sanitation Department, and all White Collar job classifications. Such recognition shall extend to the maximum period allowed by law.



## **Section 1.2**      **NEW DEPARTMENT**

The Town will create a new department entitled "Sanitation Department". The Sanitation Department will have a Department Head and will not have a Working Crew Chief. The Town may, in its discretion, subcontract sanitation work. If it does subcontract such work, any Sanitation Department employee who is covered by this Agreement on its effective date and who is displaced as a result of such contracting out, will be placed in the Highway or Parks Department as a laborer without loss of seniority. Such employees shall be entitled to all of the benefits of the laborers in such departments. In addition, these departments will have their minimum number of employees, as provided for in this Agreement with attachments, increased by the number of Sanitation employees transferred to their Department as a result of subcontracting out. Thereafter, such guaranteed work shall be reduced by attrition caused by employee resignation, retirement, or termination for cause. But the minimum staffing number in the Highway Department shall not be reduced below the total number of seventy (70) if the Town shall so subcontract.

## **Section 1.3**      **SANITATION REFERENCES**

Any and all references to Sanitation, Sanitation Department or Sanitation Service in the principal body of the Blue Collar Contract shall be deemed deleted and all of the contract terms therein will only apply to the Highway Department employees and the Buildings and Grounds Department employees.

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

(Same as Article 2 of the Agreement).

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

(Same as Article 3 of the Agreement).

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

### **Section 4.1      WORKDAY**

The regular workday shall be eight (8) consecutive hours except for interruptions for lunch periods, within a calendar day except as herein otherwise provided. All employees covered under this contract shall work between 7:00 a.m. and 3:30 p.m., Monday through Friday with a one-half ( $\frac{1}{2}$ ) hour lunch break each workday.

- (a) An employee tardy from work from 1 to 10 minutes shall be docked 15 minutes pay.
- (b) An employee tardy from 11 to 20 minutes shall be docked 30 minutes pay.
- (c) An employee tardy from work from 21 to 30 minutes shall be docked 45 minutes pay.
- (d) Any employee more than 30 minutes tardy after his regular starting time shall be considered absent without leave and shall not be paid for the day.

### **Section 4.2      WORKWEEK AND LAG PAYROLL**

The regular workweek for all employees shall not exceed forty (40) hours except as herein otherwise provided.

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

### **Section 4.3      OVERTIME**

All full-time employees shall receive overtime compensation at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay for work hours in excess of the hours of work established in Sections 4.1 and 4.2.

#### **Section 4.5**      **HOLIDAY PREMIUMS**

All Sanitation Department employees working on the holidays set forth in this Appendix will be compensated at the rate of one and one-half (1-½) times his daily rate of pay plus the holiday pay.

#### **Section 4.5**      **HOURS OF WORK DEFINED**

For purposes of the provisions of Sections 4.1 and 4.2 in computing overtime liability, "hours of work" shall be deemed to mean hours actually worked by the employees. Any paid absence, except absence while on Workers' Compensation or Sick Leave, shall be deemed to be eight (8) hours of work. A paid holiday shall be deemed to be eight hours of work. Absence for Workers' Compensation hearing or medical treatment required for compensation injuries shall be deemed to be hours of work.

#### **Section 4.6**      **SUNDAY PAY**

If a member is required to work overtime on a Sunday in excess of the hours of work defined in Sections 4.1 and 4.2, it shall be at double his regular rate of pay.

#### **Section 4.7**      **CALL BACK PAY**

Any employee called back to work outside of his regularly scheduled shift, shall be paid for at least two (2) hours of work. Such an employee may be required to remain at and continue to perform his duties for at least two (2) hours.

#### **Section 4.8**      **OVERTIME CALLOUTS AND EMERGENCIES**

Overtime work shall be offered to all employees, who are actually at work, first before any Call-In shall occur within the same job classification or department on a straight seniority basis. The opportunity to work overtime shall be offered to the employees within the job classification of the department involved on a straight seniority basis. Employees, who are offered overtime work on this basis but who decline to accept, shall be considered to have

worked overtime for the purpose of determining distribution of overtime.

In the event that the employer is unable to obtain sufficient manpower by employees voluntarily accepting overtime, then overtime shall be assigned on an involuntary basis to the sanitation department employees, who are not on vacation (Monday - Sunday), in the inverse order of their seniority by job classification.

Where an employee has commenced a job assignment in the course of his regular shift, the employee will be permitted to complete the assignment although such employee may need to work beyond the end of his normal shift on the day the assignment is commenced in order to complete the work. The condition of employment shall be waived in instances where an employee(s) does not desire to continue to work beyond the end of his normal workday. In such case, the Employer shall assign overtime work to employees on the basis of seniority in accordance with the other provisions of this Section.

#### **Section 4.9**      **OVERTIME APPROVAL**

No overtime payment shall be made unless the overtime work has been specifically ordered by the Department Head. In addition, no overtime work shall be ordered unless there has been an appropriation of funds for that purpose.

#### **ARTICLE 5**      **PRODUCTIVITY**

(Same as Article 5 of the Agreement).

## **ARTICLE 6**      **PAID HOLIDAYS**

### **Section 6.1**      **PAID HOLIDAYS**

All Sanitation Department employees shall be entitled to the following paid holidays:

Lincoln's Birthday	New Year's Day	Good Friday
Memorial Day	Washington's Birthday	Labor Day
Columbus Day	Independence Day	Veteran's Day
Thanksgiving Day	Election Day	Christmas Day
Day After Thanksgiving		

It is agreed and understood that such paid holidays shall in no way change the current work schedule or the employee obligations thereunder.

### **Section 6.2**      **BEFORE AND AFTER HOLIDAYS**

Any full-time employee, who fails to report for and perform his scheduled or assigned work on the last working day before a holiday or on the first working day following the holiday, shall be ineligible to be paid for the unworked 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 produce verification for said absence.

### **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 (1-½) times his or her regular rate of pay plus the holiday pay. Any employee required to

work on Christmas Day shall be paid on the basis of double time his or her regular rate of pay plus his or her regular holiday pay. There shall be no pyramiding of overtime.

## **ARTICLE 7**      **VACATIONS**

### **Section 7.1**      **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:

<b>YEARS OF SERVICE</b>	<b>WEEKS OF VACATION</b>
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

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 one-twelfth (1/12) for each such calendar month absent.

### **Section 7.2**      **VACATION SCHEDULING**

Each employee covered under this contract shall be allowed to select an initial vacation period from the weeks available within a calendar year. The employee shall select his vacation period between November 1 and December 15 of each year in accordance with the

procedure contained herein. The employee shall, then be allowed to take the vacation he selected in the calendar year following the year he selected such vacation. The Superintendent of Sanitation or the Supervisors of other departments in which employees covered under this contract work shall allow employees to select their vacation periods on the basis of seniority with the most senior employee choosing his vacation period first. Following his selection, other employees shall be allowed to choose weeks during which they desire to take vacation until the least senior employee has finally chosen the vacation weeks which have not been selected by more senior employees.

When an employee initially selects his vacation, he may if he desires, select alternate weeks, which are not available at the time he is involved in the vacation selection process. If a week(s) becomes unencumbered because another employee(s) cancels his vacation for such week(s), the vacation time shall be offered to the most senior employees who expressed a preference for the vacation period should it become open. In order to allow another employee(s) to become eligible for a more preferred vacation period, the employee who is withdrawing his bid for the vacation period must notify the Superintendent or Supervisor of another Department at least five (5) working days prior to the date his vacation would have begun. The Superintendent or other Supervisor shall then canvass the employees who expressed a desire for the now vacant vacation period beginning with the most senior employee who expressed an interest in the period. The vacation time will be granted to the first employee who responds by accepting the vacation period offered to him.

### **Section 7.3**      **ILLNESS PRIOR TO VACATION**

If an employee becomes ill, is injured, or an emergency occurs to him or his immediate family prior to the employee taking his scheduled vacation, the employee shall be allowed to cancel his vacation. It shall, however, be understood that the employee must select another vacation period from among those weeks remaining in the fiscal year in which the employee was to use his accumulated vacation that are not already scheduled as vacation time off by the

maximum number of employees allowed to take vacation during a work week(s). If the employee is denied his choice of vacation because of the needs of the employer, because of the aforementioned internal rule or other rule promulgated by the Department of Sanitation or because the employee does not return to work due to an emergency, illness or injury which continues until he is unable to schedule his vacation in the fiscal year in which he was supposed to use it, the Town shall pay the employee for all unused vacation at his then current rate of pay on the last pay day of the fiscal year in which he was to have taken his vacation. An employee who was able to reschedule his vacation and does not reschedule it will lose his vacation accrual at the end of the fiscal year in which he was to have used it.

#### **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 as follows:

- (a) If said employee leaves a widow or widower then to such widow or widower.
- (b) If no such widow or widower survives and said employee leaves a minor child or minor children (including adopted children), then to the guardian of such minor child or children.
- (c) If no such widow, widower, or minor child or children, then to the surviving parent or parents, if any, of such employee.
- (d) If none of the aforementioned survive the employee, then to the employee's estate.



## **Section 7.5**      **HOLIDAYS DURING VACATION**

If a holiday(s) falls within the vacation period of any employee covered under this contract the Town shall pay the employee an extra day's pay for each holiday falling within such vacation period.

## **ARTICLE 8**      **SICK LEAVE ACCUMULATIONS**

### **Section 8.1**      **SICK LEAVE ACCUMULATIONS**

Each Sanitation Department employee who has completed three months of full-time, continuous service shall be allowed sick time allowance for personal illness of three-fourths ( $\frac{3}{4}$ ) day per month which may be accumulated to a maximum of two hundred seventy (270) days. Effective January 1, 2001, each Sanitation Department employee who has completed three (3) months of full-time, continuous service shall be allowed sick time allowance for personal illness of one (1) day per month which may be accumulated to a maximum of two hundred seventy (270) days.

### **Section 8.2**      **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. The Board will not require proof of illness for an employee's first sick day. After an employee has used one sick day, the Board may require the individual employee to provide a doctor's certificate for any future sick leave by placing the individual employee on written notice that future absences due to illness must be supported by a doctor's certificate. If the Board notifies an individual employee that he or she must produce a doctor's certificate for future sick leave absences, that employee may grieve that notice on the basis that the requirement is arbitrary and capricious or is designed solely to harass the employee. In addition, if the proper verification is not given or abuse is observed, any absence may be

charged as leave without pay and/or may constitute cause for discipline.

**Section 8.3**      **MEDICAL EXAMINATION**

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

**Section 8.4**      **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 employee of his intention to enforce this section of the contract.

**Section 8.5**      **NOTICE OF ABSENCE**

Employees shall notify their appropriate Department Head, Supervisor, or Working Crew Chief of their unavailability to work due to illness as soon as they are aware they will be required to be absent.

Notice shall be provided at least one (1) hour prior to the regular starting time of the employee's work shift if on the first and second shift, and at least one and one-half (1-½) hours prior to the third shifts. The Town shall make available to the employees the residence phone numbers of the appropriate Department Head, Supervisor or Working Crew Chief to whom notification should be made, no matter what time the notice has to be made. If an employee fails to give the aforementioned notice, then that employee shall not receive a sick time entitlement for that absence. The employee's appropriate Department Head may excuse the lack of notice but only for good cause shown.

**Section 8.6**      **MEDICAL CERTIFICATION**

After more than five (5) consecutive workdays 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 Workers' Compensation provisions of this contract.

**Section 8.7**      **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. Sick leave may not be used for absence due to work related injury for which compensation is provided under the Workers' Compensation Act.

**Section 8.8**      **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 three-fourths ( $\frac{3}{4}$ ) (effective January 1, 2001, one (1) day) per month.

**Section 8.9**      **EARNING SICK LEAVE**

A full leave credit or unit is given only when an employee has been at work for at least fifteen (15) workdays a month.

**ARTICLE 9**      **SICK BANK (Effective December 1, 1993)**

(Same as Article 10 of the Agreement).

**ARTICLE 10**      **SICK LEAVE UPON RETIREMENT**

(Same as Article 11 of the Agreement).

**ARTICLE 11**      **EMERGENCY LEAVE, PERSONAL**

(Same as Article 12 of the Agreement).

**ARTICLE 12**      **DEATH IN THE FAMILY**

(Same as Article 13 of the Agreement).

**ARTICLE 13    GENERAL LEAVE**

(Same as Article 14 of the Agreement).

**ARTICLE 14    HEALTH AND WELFARE**

(Same as Article 15 of the Agreement).

**ARTICLE 15    JURY DUTY**

(Same as Article 16 of the Agreement).

**ARTICLE 16    WORKERS' COMPENSATION**

(Same as Article 17 of the Agreement, except for §§ 17.1 and 17.2 do not apply).

**ARTICLE 17    RETIREMENT**

(Same as Article 18 of the Agreement).

**ARTICLE 18    RESIDENCY**

(Same as Article 19 of the Agreement).

**ARTICLE 19    SENIORITY**

**Section 19.1    SENIORITY DEFINED**

Seniority means the date of an employee's first appointment on a permanent basis followed by continuous service on a permanent basis with the Town.

Seniority for purposes of filling vacancies and promotions shall be determined on the basis of length of service within the Sanitation

Department. If Sanitation Department seniority is equal, then overall seniority shall apply.

### **Section 19.2    PROBATIONARY PERIOD**

Every appointment, permanent in character, to the Sanitation Department shall be for a probationary term of six (6) months in accordance with the rules of the Civil Service Commission. All promotions shall be probationary for six (6) months. Any employee promoted may during his probationary period voluntarily request a return to his original position without penalty.

### **Section 19.3    CONTINUOUS SERVICE**

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement or leave of absence. However, if an employee who has resigned is reinstated to work in any capacity within one (1) year thereafter, the break in continuous service shall be removed from his record.

### **Section 19.4    LAYOFFS**

In the event it becomes necessary to layoff employees for any reason, they shall be laid off in the inverse order of their seniority. Any provisional or temporary employees will be laid off by their length of continuous service since their last date of hire.

### **Section 19.5    ABOLISHMENT OF POSITION**

Where, because of economics, consolidation or abolition of functions, curtailment of activities or otherwise, positions are abolished or reduced in rank or salary grade, suspension or demotion, as the case may be, among incumbents holding the same or similar jobs, shall be made in the inverse order of original appointment on a permanent basis.

### **Section 19.6    RECALL**

(a) Employees shall be recalled from layoff according to their seniority. No new employees hired upon an annual basis shall be hired until all employees on the layoff status desiring to return to work have been recalled, provided that such employees on a layoff status are capable of returning to work.

(b) The Town will notify the laid off employee by registered mail, at his last known address, that he has been offered recall in line with his continuous service. If the employee fails to report for work by the tenth (10<sup>th</sup>) working day from date of mailing of the notice of recall, he shall be considered a "quit".

### **Section 19.7    PROMOTIONS, VACANCIES AND BUMPING**

(a) The term promotion means the advancement of an employee to a higher paying position in the Sanitation Department. The term vacancy does not include entry level positions; and entry level positions are not subject to any of the procedures contained in this Article.

(b) In case of promotion or whenever a job classification, opening or a vacancy occurs, other than temporary, the position shall be filled in accordance with Civil Service rules of procedure, and selections shall be made from the appropriate Civil Service list until the list of names is exhausted.

(c) Should a new position, promotion or vacancy within the Sanitation Department occur which cannot be filled by reason of the absence of an appropriate Civil Service list, then, in such case, an appropriate notice of the said opening shall be posted on all bulletin boards for a period of ten (10) working days, stating the job title, pay rate and necessary qualifications for the job.

(d) A Sanitation Department employee may apply, in writing, for such position and submit such application to his Department Head.

(e) The position shall be filled by the Department Head within thirty (30) days from the date the new classification or vacancy occurs from among employees who have made such application and

who are qualified, except that where more than one (1) employee qualifies for the same position, departmental seniority will be the determining factor in making the selection. Where the competing employees are of equal departmental seniority, the employee with the longest service with the Town shall be appointed. All promotions shall be probationary for six (6) months. Any employee promoted may during his probationary period voluntarily request a return to his original position without penalty.

(f) When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise the employee's seniority rights to bump within the department; i.e., to replace an employee with less departmental seniority. Such employee may, if the employee so desires, replace any employee in the same job classification within the same department, provided that the employee has greater departmental seniority than the employee within the department whom the employee replaces.

When necessary to reduce the work force pursuant to any of the provisions of this Article, the employee with the least departmental seniority shall be laid off. The affected employee may displace the least senior employee holding a job and job title in another department, which the affected employee previously held if the affected employee has more departmental seniority in the other department than the employee to be bumped.

#### **Section 19.8     TRANSFER TO HIGHWAY DEPARTMENT**

Employees in the Sanitation Department shall be offered the opportunity to transfer to the Highway Department when vacancies exist in the Highway Department. If a vacancy occurs in the Highway Department, the Town will post the vacancy in the Sanitation Department. The Town may select any one of the three highest Sanitation Department employees who bids for the vacancy. The highest is to be determined by seniority in the Sanitation Department.

#### **Section 19.9     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 notice of discipline or discharge 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) workdays, 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.

## **ARTICLE 20    NOTICES AND VISITATION**

(Same as Article 21 of the Agreement).



## **ARTICLE 21    MAINTENANCE OF BENEFITS**

### **Section 21.1    MAINTENANCE OF BENEFITS**

(a) Employees of the Sanitation Department shall be allowed a fifteen-minute coffee break in the morning and a fifteen minute coffee break in the afternoon.

(b) Employees of the Sanitation Department shall be allowed a five-minute wash up period before lunch and a fifteen minute wash up period before their quitting time.

## **ARTICLE 22    GRIEVANCE PROCEDURE**

(Same as Article 24 of the Agreement).

## **ARTICLE 23    SALARIES**

### **Section 23.1    INCREASES**

Effective January 1, 2008, each employee covered under the contract shall receive an increase to his 2007 hourly rate which will be calculated by taking the percent increase for a highway laborer, calculating the cent amount and then applying the cent amount to the hourly rate of sanitation employees.

Effective January 1, 2009 each employee covered under the contract shall receive an increase to his 2008 hourly rate which will be calculated by taking the percent increase for a highway laborer, calculating the cent amount and then applying the cent amount to the hourly rate of sanitation employees.

Effective January 1, 2010, each employee covered under the contract shall receive an increase to his 2009 hourly rate which will be calculated by taking the percent increase for a highway laborer, calculating the cent amount and then applying the cent amount to the hourly rate of sanitation employees.

Effective January 1, 2011, each employee covered under the contract shall receive an increase to his 2010 hourly rate which will be

calculated by taking the percent increase for a highway laborer, calculating the cent amount and then applying the cent amount to the hourly rate of sanitation employees.

### **Section 23.2    MEAL ALLOWANCE**

A five-dollar (\$5.00) meal allowance will be paid to all 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) hour's notice. The one (1) hour's notice clause shall not apply if the overtime is contiguous to an employee's regular eight (8) hour work shift.

### **Section 23.3    SHOE ALLOWANCE**

The Town of West Seneca will allow all its employees covered by the bargaining unit a seventy-five dollar (\$75.00) per year shoe allotment upon submission of a paid receipt for an approved shoe.

## **ARTICLE 24    SNOW AND OTHER EMERGENCY CONDITIONS**

(Same as Article 26 of the Agreement).

## **ARTICLE 25    OUT-OF-TITLE WORK**

(Same as Article 27 of the Agreement).

## **ARTICLE 26    PERSONNEL FILES**

(Same as Article 28 of the Agreement).

## **ARTICLE 27    LOCKOUT**

(Same as Article 29 of the Agreement).

## **ARTICLE 28    ILLEGALITY**

(Same as Article 30 of the Agreement).

**Town of West Seneca  
CSEA Blue Collar Unit  
2008 Salary Schedule**

**Appendix B - 3.0%**

<b>Group</b>	<b>Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	<b>Laborer Assistant Dog Control Officer Caretaker</b>	21.24 44,185.71	21.52 44,760.68	21.81 45,364.38	22.09 45,939.34	22.38 46,543.05
2	<b>MEO Sewer Maintenance Worker Dog Control Officer</b>	21.56 44,846.92	21.85 45,450.62	22.17 46,111.83	22.43 46,658.04	22.72 47,261.76
3		21.60 44,933.16	21.93 45,623.12	22.25 46,284.32	22.57 46,945.53	22.90 47,635.48
4		22.02 45,795.60	22.35 46,485.56	22.67 47,146.76	22.98 47,807.97	23.32 48,497.92
5	<b>HMEO Auto Mechanic</b>	22.13 46,025.59	22.47 46,744.28	22.82 47,462.99	23.16 48,181.69	23.54 48,957.89
5A	<b>Fire Alarm Maintenance</b>	22.60 47,017.40	22.97 47,779.22	23.34 48,541.04	23.72 49,331.61	24.10 50,136.56
6	<b>Working Crew Chief Auto Mechanic Crew Chief</b>	23.08 48,009.20	23.47 48,814.14	23.86 49,619.09	24.27 50,481.54	24.67 51,315.23
7	<b>General Crew Chief</b>	23.57 49,015.38	24.02 49,964.06	24.49 50,941.50	24.95 51,890.18	25.40 52,838.87
	<b>Sanitation MEO</b>	17.62 36,649.60				
	<b>Sanitation (Lifter) Laborer</b>	16.31 33,924.80				

**Town of West Seneca  
CSEA Blue Collar Unit  
2009 Salary Schedule**

**Appendix C - 3.0%**

Group	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1	Laborer Assistant Dog Control Officer Caretaker	21.88 45,511.28	22.17 46,103.50	22.46 46,725.31	22.75 47,317.52	23.05 47,939.34
2	MEO Sewer Maintenance Worker Dog Control Officer	22.21 46,192.33	22.51 46,814.14	22.83 47,495.19	23.10 48,057.78	23.40 48,679.61
3		22.25 46,281.16	22.59 46,991.81	22.92 47,672.85	23.25 48,353.89	23.59 49,064.55
4		22.68 47,169.47	23.02 47,880.12	23.35 48,561.16	23.67 49,242.20	24.02 49,952.86
5	HMEO Auto Mechanic	22.79 47,406.36	23.15 48,146.61	23.50 48,886.88	23.86 49,627.14	24.24 50,426.62
5A	Fire Alarm Maintenance	23.28 48,427.92	23.66 49,212.59	24.04 49,997.27	24.43 50,811.56	24.83 51,640.65
6	Working Crew Chief Auto Mechanic Crew Chief	23.77 49,449.47	24.17 50,278.57	24.57 51,107.66	25.00 51,995.98	25.41 52,854.68
7	General Crew Chief	24.27 50,485.84	24.74 51,462.99	25.23 52,469.75	25.70 53,446.89	26.17 54,424.03
	Sanitation MEO	18.26 37,980.80				
	Sanitation (Lifter) Laborer	16.95 35,256.00				

**Town of West Seneca  
CSEA Blue Collar Unit  
2010 Salary Schedule**

**Appendix D - 3.0%**

Group	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1	Laborer Assistant Dog Control Officer Caretaker	22.54 46,876.62	22.83 47,486.60	23.14 48,127.07	23.43 48,737.04	23.74 49,377.52
2	MEO Sewer Maintenance Worker Dog Control Officer	22.87 47,578.10	23.18 48,218.57	23.52 48,920.04	23.80 49,499.52	24.11 50,140.00
3		22.92 47,669.59	23.27 48,401.57	23.61 49,103.03	23.94 49,804.51	24.30 50,536.48
4		23.36 48,584.55	23.71 49,316.53	24.05 50,017.99	24.38 50,719.47	24.74 51,451.44
5	HMEO Auto Mechanic	23.48 48,828.55	23.84 49,591.01	24.21 50,353.48	24.57 51,115.95	24.97 51,939.42
5A	Fire Alarm Maintenance	23.98 49,880.76	24.37 50,688.97	24.76 51,497.19	25.16 52,335.91	25.57 53,189.87
6	Working Crew Chief Auto Mechanic Crew Chief	24.49 50,932.96	24.90 51,786.92	25.31 52,640.89	25.75 53,555.86	26.17 54,440.32
7	General Crew Chief	25.00 52,000.42	25.48 53,006.87	25.98 54,043.84	26.47 55,050.30	26.95 56,056.75
	Sanitation MEO	18.92 39,353.60				
	Sanitation (Lifter) Laborer	17.61 36,628.80				

**Town of West Seneca  
CSEA Blue Collar Unit  
2011 Salary Schedule**

**Appendix E - 3.0%**

Group	Title	Step 1	Step 2	Step 3	Step 4	Step 5
1	Laborer Assistant Dog Control Officer Caretaker	23.21 48,282.92	23.52 48,911.20	23.83 49,570.88	24.13 50,199.16	24.45 50,858.85
2	MEO Sewer Maintenance Worker Dog Control Officer	23.56 49,005.44	23.88 49,665.12	24.22 50,387.64	24.51 50,984.50	24.83 51,644.20
3		23.61 49,099.68	23.97 49,853.61	24.32 50,576.12	24.66 51,298.64	25.03 52,052.58
4		24.06 50,042.09	24.42 50,796.02	24.77 51,518.53	25.12 52,241.05	25.48 52,994.99
5	HMEO Auto Mechanic	24.18 50,293.40	24.56 51,078.74	24.93 51,864.09	25.31 52,649.43	25.72 53,497.60
5A	Fire Alarm Maintenance	24.70 51,377.18	25.10 52,209.64	25.50 53,042.10	25.92 53,905.98	26.34 54,785.57
6	Working Crew Chief Auto Mechanic Crew Chief	25.22 52,460.94	25.64 53,340.53	26.07 54,220.11	26.52 55,162.54	26.96 56,073.53
7	General Crew Chief	25.75 53,560.43	26.25 54,597.08	26.76 55,665.16	27.26 56,701.80	27.76 57,738.45
	Sanitation MEO	19.59 40,747.20				
	Sanitation (Lifter) Laborer	18.28 38,022.40				

## **Appendix F**

### **Buildings and Grounds Staffing**

Pursuant to the understanding of the parties reached in the settlement of the Blue Collar Contract, the Town will endeavor to maintain a workforce of 14 full-time laborers, one full-time General Crew Chief and one full-time Working Crew Chief in the Buildings and Grounds Department together with two employees in the Fire Alarm Maintenance Department. There will be no reductions of full-time employees until all other less than full-time employees in the Buildings and Grounds Department are removed, including seasonal part-time employees and any other employee in the Buildings and Grounds Department.

DATED: September 20, 2004  
West Seneca, New York

**Town of West Seneca**

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Paul T. Clark  
Supervisor

**Civil Service Employees Association, Inc.**

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Jim Kittner  
President

## **Appendix G**

### **Engineering Department Overtime Policy and Procedures**

**IT IS HEREBY STIPULATED AND AGREED**, by and between the Town of West Seneca ("Town") or ("Employer"), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Town of West Seneca Blue Collar Unit Local 815 ("Union").

1. The Union, on behalf of all its bargaining unit member hereby waive any and all overtime claims of any nature whatsoever for any employee assigned to the Engineering Department, except those arising out of the violation of this Agreement.

2. That notwithstanding any provision of the current Collective Bargaining Agreement between the Town and the Union, the applicable overtime policy and procedure for bargaining unit members assigned to the Engineering Department during the duration of the said current Collective Bargaining Agreement and unit a successor agreement is negotiated which modifies the said policy and procedure shall be as follows:

The current rotational list of employees in effect on June 26, 1989, shall continue. Any additional employees assigned to the Department shall go to the bottom of the list.

Employees shall be assigned a call-out pager on a weekly rotational basis (close of Friday shift to close of next Friday shift). One employee shall be designated as primary, while the next in line shall be back-up. The next week the back-up employee shall be designated as primary and the next employee on the employee rotational list shall be the back-up with the prior week's primary designee going to the end of the list.

No adjustment of the rotational list shall be made due to the absence of an employee as a result of short-term illness, personal leave, or vacation. If an employee is not able to serve his primary



week or portion thereof, he must wait until a full rotation takes place to be eligible for primary designation.

The primary or back-up employee who serves as primary for four of the seven days shall be paid two (2) hours at the applicable employee's overtime rate.

Sewer Maintenance callouts which primarily require the setting up and operation of portable sewer pumps shall be offered by seniority within the job classification required in a combined roster of Highway and Sewer Maintenance Department employees.

## **Appendix H**

### **Contract Revision**

(a) The Town agrees to increase the guaranteed numbers by one (1) General Crew Chief Building and Grounds title as reflected in Appendix H, and one (1) additional General Crew Chief Highway title as reflected in Article 23 of the Agreement.

(b) The Union agrees to allow the Highway Superintendent the availability to rotate General Crew Chiefs between departments at his discretion.

(c) Upon the replacement of the General Crew Chief currently encumbering that position in the Buildings and Grounds Department, the position will be filled by an employee employed in the Buildings and Grounds Department pursuant to the agreement between the Town and CSEA.

DATED: September 20, 2004  
West Seneca, New York

**Town of West Seneca**

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Paul T. Clark  
Supervisor

**Civil Service Employees Association, Inc.**

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Jim Kittner  
President

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Terri Hoffmann  
Labor Relations Specialist

## **Memorandum of Agreement**

**between**

**Town of West Seneca**

**and the**

**Civil Service Employees Association, Inc.,  
Local 1000, AFSCME, AFL-CIO**

The Town of West Seneca hereinafter referred to as the "Town", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union" are parties to a Collective Bargaining Agreement for the term January 1, 2003 through December 31, 2007. In accordance with Section 204 of the New York State Public Employees' Fair Employment Act, the parties hereby agree to the following controlled substances and alcohol testing procedure:

- 1) The Town's controlled substance and alcohol testing program shall conform to the applicable regulations of the Federal Highway Administration ("FHWA"). Tests conducted under this policy shall be administered by an organization selected by the Town.
- 2) Employees shall be referred to a Substance Abuse Professional through the Town's Employee Assistance Program ("EAP"), administered by Child and Family Services.
- 3) The Town shall administer pre-employment, reasonable suspicion, post accident, return to duty, follow up and controlled substances testing as required by the FHWA. At present, the FHWA requires the Town to administer, on an annual basis, an amount of random alcohol test equal to 10% of all covered employees and an amount of random controlled substances tests equal to 50% of all covered employees. Selection of employees for random testing shall

be made by the testing facility with a computer based random generator. The testing facility shall notify the Town of the identification numbers of the employees selected for random testing on the morning of the test.

It is agreed that the Town will provide the Union with the number of employees tested for alcohol and the number of employees tested for controlled substances on a random basis on the day of such tests. The notification shall be a copy of the facsimile from the testing facility and shall be provided to the Unit President or his/her designee within one (1) hour of receipt of notice from the testing facility.

4) Employees holding the position of laborer, but who do operate commercial motor vehicle ("CMV") as defined in the FHWA regulars during their employment with the Town shall have the option of deciding whether or not they wish to operate CMV's for the Town for the following year. If a laborer elects not to operate CMV's for the Town, he/she will not be subject to testing in the following year. If a laborer elects to operate CMV's for the Town, he/she will be a covered employee and subject to testing in the following year. This election must be made in a two-week period designated by the Highway Superintendent.

5) The Town agrees that it will not discipline an employee for alcohol or controlled substances test results below the levels established by the United States Department of Transportation and/or the Federal Highway Administration. The term "positive controlled substances test" as it is used in this document shall mean a positive test under the levels established and used by the United States Department of Transportation the Federal Highway Administration.

6) Employees testing positive for controlled substances marijuana, cocaine, opiates, phencycline (PCP), and amphetamines shall be subject to discipline on the following basis:

A) Accident: In the event of a positive controlled substance test following an accident involving the loss of life or serious

property or vehicle damage, the employee will be subject to discipline up to and including immediate discharge. Such discipline or discharge shall be subject to the grievance and arbitration procedures of the collective bargaining agreement between the Town and the Union.

B) In all other cases, the following procedure will apply:

1) **1<sup>st</sup> Positive**: Following notification of an employee's first positive controlled substances test result, the employee shall be referred to a substance abuse professional as required by FHWA regulations. The employee shall also be removed from performing safety sensitive functions and assume the duties normally performed by a laborer, with a corresponding reduction in pay to the rate of laborer for at least 30 days. After this thirty (30) day period, the employee may request a return to duty test. The return to duty test will be scheduled by the testing facility after consultation with and with the consent of the employee's substance abuse professional.

Following a satisfactory return to duty test after such a thirty (30) day period, the employee shall be returned to performing safety sensitive functions and his/her previous wage rate. This action shall not be reviewable or appealable in any forum, including PERB or any federal, state or local court, and shall not be subject to the grievance and arbitration procedures of the collective bargaining agreement.

2) **2<sup>nd</sup> Positive**: Following notification of a second positive controlled substances test result within two (2) years of the first positive, the employee shall again be referred to a substance abuse professional as required by FHWA regulations. The employee shall also be demoted to the position of laborer, with a corresponding reduction in pay, where he/she will still be subject to random, reasonable suspicion, post accident, return to duty, and follow-up testing. This employee may bid on vacant Motor Equipment Operator, Heavy Equipment Operator, and Mechanic positions after one (1) year, and must satisfactorily complete a return to duty test prior to entering such a position. This demotion shall not be

reviewable or appealable in any forum, including PERB or any federal, state or local court, and shall not be subject to the grievance and arbitration procedures of the collective bargaining agreement.

3) **3<sup>rd</sup> Positive:** Following notification of a third positive controlled substances test result within two (2) years of the first positive, the employee shall be immediately discharged. Such discharge shall not be reviewable or appealable in any forum, including PERB or any federal, state or local court, and shall not be subject to the grievance and arbitration procedure of the collective bargaining agreement.

4) In the event that an employee tests positive for a controlled substance within two (2) years of the employee's second positive test but more than two (2) years after the employee's first positive test, the employee will be disciplined as if it were his/her second positive test.

C) Any time off required for treatment shall be without pay; however, an employee may use any available accrued time off. In no circumstances shall an employee be allowed sick bank benefits for this purpose.

D) The Town shall not be responsible for the cost of any treatment.

E) If a Substance Abuse Professional recommends that an employee participate in a treatment program, successful completion of that program is required as a condition of continued employment. The employee must agree to execute a release allowing the Town to obtain information concerning the employee's attendance only in such a program. In the event the Town learns that an employee has failed to attend one scheduled appointment in such a treatment program, it will advise the employee to consult with the Union. Unless good cause is shown, an employee will be discharged for missing two (2) scheduled appointments. Such discharge shall not be reviewable or appealable in any forum and shall not be subject to the grievance and arbitration procedures of the collective bargaining agreement.

7) Employee's testing positive for alcohol shall be subject to discipline on the following basis:

A) **Accident:** In the event of a positive alcohol test with a result of .02 or greater, following an accident involving the loss of life or serious property or vehicle damage, the employee will be subject to discipline up to and including immediate discharge. Such discharge shall be subject to the grievance and arbitration provisions of the collective bargaining agreement between the Town and the Union. In the event of a positive alcohol test with a result of .01 or greater, following an accident involving the loss of life or serious property or vehicle damage, the employee shall be immediately discharged. Such discharge shall not be reviewable or appealable in any forum, including PERB or any federal, state or local court, and shall not be subject to the grievance and arbitration procedures of the collective bargaining agreement.

B) In all other cases, the following procedures will apply:

(a)(1) Following notice of an employee's first positive alcohol test with a result of .02 to .039, the employee shall be removed from performing safety sensitive functions for at least 24 hours and until after satisfactory completion of a return to duty test. This employee shall also be given a written warning. This action shall not be reviewable or appealable in any forum, including PERB or any federal, state or local court, and shall not be subject to the grievance and arbitration procedures of the collective bargaining agreement. In the event that this positive test occurs while an employee is working overtime, he or she shall be sent home without pay. If the employee does not take a return to duty test prior to the start of his or her next work shift, the employee shall be assigned the duties of a laborer, with a corresponding reduction in pay, until that employee takes a return to duty test.

(a)(2) Following notice of an employee's first positive alcohol test with a result of .04 or great, OR following notice of an employee's second positive alcohol test with a result of .02 or greater within eighteen (18) months of the employee's first positive

test of .02 or greater, the employee shall be referred to a substance abuse professional. The employee shall also be removed from performing safety sensitive functions and assigned the duties of a laborer, with the corresponding reduction in pay to the rate of a laborer, for a period of at least fourteen (14) days. After fourteen days in the position of laborer, the employee may request a return to duty test. The return to duty test will be scheduled by the testing facility after consultation with and with the consent of the employee's substance abuse professional. Following a satisfactory return to duty test after this 14-day period, the employee shall be returned to performing safety sensitive functions and his/her previous wage rate. This action shall not be reviewable or appealable in any forum and shall not be subject to the grievance and arbitration procedures of the collective bargaining agreement.

(b) Following notice of the employee's next positive alcohol test (.02 or greater) within eighteen (18) months of the employee's first positive test, the employee shall be referred to a substance abuse professional. The employee shall also be removed from performing safety sensitive functions and assigned the duties of a laborer, with a corresponding reduction in pay to the rate of a laborer, for a period of at least thirty (30) days. After thirty (30) days in the position of laborer, an employee can request a return to duty test. The return to duty test shall be scheduled with the testing facility after consultation with and with the consent of the employee's substance abuse professional. Following a satisfactory return to duty test after this thirty (30) day period, the employee shall be returned to performing safety sensitive functions and his/her previous wage rate. This action shall not be reviewable or appealable in any forum, including PERB or any federal, state or local court, and shall not be subject to the grievance and arbitration procedures of the collective bargaining agreement.

(c) Following notice of an employee's next positive test, the employee shall be referred to a substance abuse professional. The employee shall also be demoted to the position of laborer, with a corresponding reduction in pay to the rate of a laborer, where he/she will still be subject to random, reasonable suspicion, post accident, follow-up, and return to duty testing. The employee may



bid on a vacant Motor Equipment Operator, Heavy Equipment Operator or Mechanic position after one (1) year and after satisfactorily completing a return to duty test. This demotion shall be subject to the grievance and arbitration procedures of the collective bargaining agreement.

(d) Following notice of the employee's next positive alcohol test (.02 or greater) within eighteen (18) months of the employee's first positive test, the employee shall be immediately discharged. This discharge shall not be reviewable or appealable in any forum, including PERB or any federal, state or local court, and shall not be subject to the grievance and arbitration procedures of the collective bargaining agreement.