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## TOWN OF WEST SENECA

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

To: The Honorable Town Board

From: John J. Fenz, Esq.  
Town Attorney

Date: December 15, 2016

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

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

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

## COLLECTIVE NEGOTIATIONS SETTLEMENT MEMORANDUM

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

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

### 1. DURATION

Modify Cover Page and all other applicable Article and Sections of the Collective Bargaining Agreement to reflect a contract duration of January 1, 2016 through December 31, 2021.

### 2. RECOGNITION

Modify Article 1 – “RECOGNITION”, Section 1.1 – “Unit” as follows:

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

### 3. HOURS OF WORK

Modify Article 4 – “WORKDAY, WORKWEEK, AND OVERTIME”, Section 4.3

– “Hours of Work” , Subsection (a) of the collective bargaining agreement as follows:

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

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

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

~~Employees of the Sewage Treatment Plant covered under this contract shall work between 7:00 a.m. and 3:30 p.m., Monday through Friday with a one half (1/2) hour lunch break within each workday.~~

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

Modify Article 4 – “WORKDAY, WORKWEEK, AND OVERTIME”, Section 4.11 – Work Hours Defined” of the collective bargaining agreement as follows:

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

Modify Article 4 – “WORKDAY, WORKWEEK, AND OVERTIME”, Section 4.14 – “Compensatory Time” of the collective bargaining agreement as follows:

“Employees may elect compensatory time off, at time and one-half rate, in lieu of an overtime payment. Employees may not accrue more than ten (10) days of compensatory time to their bank at any given time. To receive such time off, there must be mutual agreement between the employee and the Department Head. If there is no agreement, the Town will pay the overtime at the rate of overtime payment contained in this Agreement.”

Modify Article 4 – “WORKDAY, WORKWEEK, AND OVERTIME”, Section 4.16 – “Shoe Allowance” of the collective bargaining agreement as follows:

“The Town of West Seneca will allow the ~~four (4)~~ full-time employees of the Engineering Department and Code Enforcement Department ~~White Collar Laborers employed in Sewer Maintenance and the Chief Sewer Plant Operator~~ a seventy-five dollar (\$75.00) one hundred dollars (\$100.00) per year shoe allotment upon submission of a paid receipt for an approved shoe. Any employee who receives this shoe allowance, shall be required to wear an approved safety shoe as a condition of employment.”

#### **4. LABOR MANAGEMENT COMMITTEE**

Modify Article 5 – “Productivity”, Section 5.2 – “Labor Management” of the collective bargaining agreement as follows:

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

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

#### **5. HOLIDAYS**

Modify Article 6 – “Holidays” – Section 6.2 – “Paid Holidays” of the collective bargaining agreement as follows:

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

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| President's Day        | Election Day*          |
| Good Friday            | Veterans' Day          |
| Memorial Day           | Thanksgiving Day       |
| Independence Day       | Day after Thanksgiving |
| Christmas Day          |                        |

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

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

Modify Article 6 – “Holidays”, Section 6.2 – “Before and After Holidays” of the collective bargaining agreement as follows:

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

## 6. VACATIONS

Modify Article 7 – Vacations”, Section 7.2 – “Vacation Entitlement” of the collective bargaining as follows:

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

| YEARS OF SERVICE           | WEEKS OF VACATION |
|----------------------------|-------------------|
| After completion of 1 year | 1 week            |

|                              |                  |
|------------------------------|------------------|
| After completion of 3 years  | 2 weeks          |
| After completion of 5 years  | 3 weeks          |
| After completion of 10 years | 4 weeks          |
| After completion of 18 years | 5 weeks          |
| After completion of 21 years | 5 weeks + 1 day  |
| After completion of 22 years | 5 weeks + 2 days |
| After completion of 23 years | 5 weeks + 3 days |
| After completion of 24 years | 5 weeks + 4 days |
| After completion of 25 years | 6 weeks          |

Full time employees hired after March 18, 2011, who have completed the years of continuous service indicated in the following table in any calendar year shall receive a paid vacation corresponding to such years of service as shown in the following table:

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

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

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

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

## **7. LONGEVITY**

Modify Article 8 – "Longevity", Section 8.1 – "Longevity Pay" of the collective

bargaining agreement as follows:

~~“Each employee hired on or before March 18, 2011 shall be entitled to non-cumulative longevity pay in addition to their regular pay, which shall be paid to the employee as part of his salary. Longevity pay shall be paid in a lump sum to the employee within a thirty (30) day period of his anniversary date:~~

| YEARS OF SERVICE          | AMOUNT                                |
|---------------------------|---------------------------------------|
| After 5 years of service  | <del>\$ 700.00</del> <u>900.00</u>    |
| After 10 years of service | <del>\$ 750.00</del> <u>950.00</u>    |
| After 15 years of service | <del>\$ 950.00</del> <u>1,150.00</u>  |
| After 20 years of service | <del>\$1,100.00</del> <u>1,300.00</u> |
| After 25 years of service | <del>\$1,200.00</del> <u>1,400.00</u> |

~~Employees hired after March 18, 2011 shall be entitled to non-cumulative longevity pay in addition to their regular pay, which shall be paid to the employee as part of his salary. Longevity pay shall be paid in a lump sum to the employee within a thirty (30) day period of his anniversary date:~~

| YEARS OF SERVICE          | AMOUNT               |
|---------------------------|----------------------|
| After 15 years of service | <del>\$ 475.00</del> |
| After 20 years of service | <del>\$ 550.00</del> |
| After 25 years of service | <del>\$ 600.00</del> |

## **8. DEATH IN THE FAMILY**

Modify Article 13 – “Death in the Family”, Section 13.2 – “Immediate Family Defined” of the collective bargaining agreement as follows:

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

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

## **9. HEALTH INSURANCE**

Modify Article 15 – “Health and Welfare”, Section 15.2 – “Employee

Contributions – Point of Service (POS) Option” of the collective bargaining agreement as follows:

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

~~B. Employees hired on or after January 1, 2007: Employees will be required to pay twenty percent (20%) of the premium cost for their first five (5) years of employment and fifteen (15%) of the premium cost for the sixth (6th) through tenth (10th) years of employment. Effective January 1, 2017, once the employee completes ten (10) years of Town service, the Employee shall contribute \$34.62 per pay period for a family plan, and \$23.08 per pay period for a single plan. All Employee health insurance premium contributions shall be deducted on a pre-tax basis. Town shall pay one hundred (100%) percent of the premium cost, whether single or family.”~~

Modify Article 15 – “Health and Welfare”, Section 15.3 – “Employee Contributions – BC/BS Experience Rated Traditional Option” of the collective bargaining agreement as follows:

~~“A. Employees hired prior to January 1, 1994 2007: The Town will pay one hundred percent (100%) of the cost of the BC/BS experience rated Traditional Option, whether single or family. Effective January 1, 2017, Employees selecting Traditional coverage shall contribute \$69.23 per pay period for family coverage, and \$34.62 per pay period for single coverage. All Employee health insurance premium contributions shall be deducted on a pre-tax basis.~~

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

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

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

## **10.DENTAL INSURANCE**

Modify Article 15 – “Health and Welfare”, Section 15.5 – “Optical and Dental Coverage” of the collective bargaining agreement as follows:



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

## **11.HEALTH INSURANCE UPON RETIREMENT**

Modify Article 15 – “Health and Welfare”, Section 15.6 – “Health Insurance Upon Retirement” of the collective bargaining agreement as follows:

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

Prior to reaching age sixty-five (65), a retiree shall have the option of participating in a Point of Service (POS) Plan provided for in this agreement at no cost to the retiree, whether single or family plan.Employees hired after (insert date of ratification) shall also have this option, but shall be responsible for continuing the same health insurance premium contribution that they are responsible for on their last day of employment prior to retirement. Prior to reaching age sixty-five (65), a retiree shall have the option of participating in the Traditional Plan provided for in this agreement at no cost to the retiree, whether single or family plan, provided he/she was hired prior to January 1, 1994. If the retiree was hired after January 1, 1994 and opts for the Traditional Plan, he/she shall pay one-hundred (100%) percent of the difference in cost of the Point of service (POS) Plan provided for in this agreement. This provision shall be applied prospectively.

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

When the Summary of Benefits for the BC/BS Senior Blue Point of Service (POS) and BC/BS Preferred Provider Organization (PPO) Plans are formulated, portable and comparable to the current level of benefits, the parties agree to implement supplemental coverage. Once the BC/BS Senior Blue Plan(s) are implemented, any individual who retires after January 1, 2006 shall no longer be eligible to receive the BC/BS POS or BC/BS Traditional coverage. When available, the Town and Union agree to negotiate the impact of the implementation of such plan: in that

negotiations the sole issue shall be the amount that the Town will reimburse for co-payments and deductibles with the potential maximum being \$1,400 per year.

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

It is understood that there will be a three-tier prescription co-payment for the BC/BS experience rated Point of Service (POS) Plan and the BC/BS experience rated Preferred Provider Organization (PPO) for retiree coverage, with a \$5.00 co-payment for generic drugs.

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

## **12.RETIREMENT**

Modify Article 18 – “Retirement”, Section 18.1 – “Twenty-Year Retirement” by renaming the Section “New York State and Local Retirement System”, and modifying the remainder of the Section as follows:

“The West Seneca Town Board shall continue to participate in the New York State and Local Retirement System and providers detailed in 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. Employees should consult the New York State and Local Retirement System to determine their Tier and benefit structure under the system.”

## **13.GRIEVANCE PROCEDURE**

Modify Article 24 – “Grievance Procedure”, Section 24.2 – “Steps” of the collective bargaining agreement as follows:

“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~~Human Resources within five ~~(5)~~thirty (30) working calendar days after the aggrieved party knew or should have known of the act and conditions which the alleged grievance is based ~~informal conference at Stage 1.~~ The ~~Department Head~~Human Resources shall render a decision in writing within five (5) working days thereafter and present two copies of the written decision to the Union.

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

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

## **14.SALARY INCREASES**

Modify Article 25 – “Salaries”, Section 25.1 “Increases” of the collective bargaining agreement to read as follows:

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

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

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

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

Effective January 1, 2020, each employee covered under this contract shall receive an increase in his or her 2019 salary rate of (2.5%). The salary schedule for 2020 is attached hereto as Appendix F. The 2020 salary schedule for employees hired after January 31, 2011 is attached as Appendix F-1.

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

### **15.PUBLIC SAFETY DISPATCHER SHOW-UP PAY**

Modify Article 25 – “Salaries”, by adding the following as a new Section 25.3 – “Public Safety Dispatcher Show-Up Pay” of the collective bargaining agreement as follows:

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

### **16.PUBLIC SAFETY DISPATCHER TRAINING PAY**

Modify Article 25 – “Salaries”, by adding the following as a new Section 25.4 – “Public Safety Dispatcher Training Pay” of the collective bargaining agreement as follows:

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

### **17.INCREMENTS**

Modify Article 25 – “Salaries”, Section 25.2 – “Increments of the collective bargaining agreement as follows:

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

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

## **18.OUT-OF-TITLE WORK**

Modify Article 27 – “Out-of-Title Work”, Section 27.1 – “Out-of-Title Work” of the collective bargaining agreement as follows:

“Each employee covered under this contract that is assigned out of title work for a period of ~~three (3)~~two (2) consecutive working days or more shall receive out of title pay for the duration of the assignment in accordance with the following guidelines: (continue with the remainder of the existing Section)”

## **19.JOB CLASSIFICATION SCHEDULE**

Modify Appendix A – “JOB CLASSIFICATION SCHEDULE” of the collective bargaining agreement as follows:

| <b><u>“GROUP NO#</u></b> | <b><u>TITLES WITHIN GROUP</u></b>  |
|--------------------------|--|
| 1                        | Assessment Clerk<br>Clerk  |
| 2                        | Account Clerk Typist<br>Clerk Stenographer<br>Clerk Typist<br>Highway Maintenance Clerk<br>Principal Clerk<br>Recycling Coordinator<br><del>Telephone Operator</del> |
| 3                        | <u>Cashier</u><br><u>Court Clerk</u><br>Real Property Appraisal Technician<br>Senior Clerk<br>Senior Clerk Stenographer<br>Senior Clerk Typist                       |
| 4                        | <del>Bookkeeper to the Supervisor</del><br>Legal Stenographer<br>Records Inventory Clerk   |

|     |  |
|-----|--|
|     | Senior Account Clerk<br><u>Senior Cashier</u><br><u>Senior Police Clerk</u>  |
| 5   | Account Clerk- Mini Computer Operator<br><del>White Collar Laborer</del>   |
| 7   | Sewage Treatment Plant Operator<br><u>Housing Inspector</u>  |
| 7A  | Engineering Aide<br>Public Safety Dispatchers<br>Sewer Inspector   |
| 8   | Chief Sewage Treatment Plant Operator<br>Director of Senior Services<br>Recreation Supervisor<br><u>Senior Recreational Therapist of Senior Services</u> |
| 8A  | Senior Public Safety Dispatcher  |
| 9   | Assistant Plumbing Inspector<br>Engineering Draftsman<br>Fire Inspector<br>Senior Engineering Assistant  |
| 10  | Real Property Appraiser  |
| 10A |  |
| 11  | Assistant Code Enforcement Officer<br>Principal Engineering Assistant<br><u>Electrical Inspector</u>   |
| 12  | Code Enforcement Officer   |
| 13  | Senior Recreational Therapist of Senior Services, Recreation and Youth   |

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

## **20.SALARY SCHEDULES**

Prior to the application of negotiated across the board wage increases contained in, modify the Post January 31, 2011 Salary Schedule to the following:

| Group | Title | Step 1       | Step 2       | Step 3       | Step 4       | Step 5       | Step 6       | Step 7       |
|-------|-------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 1     |       | \$ 26,872.88 | \$ 28,750.01 | \$ 30,627.14 | \$ 32,504.27 | \$ 34,381.39 | \$ 36,258.52 | \$ 38,135.65 |
| 2     |       | \$ 28,926.25 | \$ 31,005.36 | \$ 33,084.46 | \$ 35,163.57 | \$ 37,242.67 | \$ 39,321.78 | \$ 41,400.88 |
| 3     |       | \$ 33,168.63 | \$ 35,507.28 | \$ 37,845.92 | \$ 40,184.57 | \$ 42,523.22 | \$ 44,861.86 | \$ 47,200.51 |
| 4     |       | \$ 35,699.88 | \$ 38,292.92 | \$ 40,885.97 | \$ 43,479.01 | \$ 46,072.05 | \$ 48,665.10 | \$ 51,258.14 |
| 5     |       | \$ 39,513.45 | \$ 42,377.10 | \$ 45,240.75 | \$ 48,104.40 | \$ 50,968.04 | \$ 53,831.69 | \$ 56,695.34 |
| 7     |       | \$ 40,145.77 | \$ 43,027.88 | \$ 45,909.98 | \$ 48,792.09 | \$ 51,674.19 | \$ 54,556.30 | \$ 57,438.40 |
| 7A    |       | \$ 40,534.03 | \$ 43,412.64 | \$ 46,291.25 | \$ 49,169.86 | \$ 52,048.48 | \$ 54,927.09 | \$ 57,805.70 |
| 8     |       | \$ 43,622.52 | \$ 46,895.78 | \$ 50,169.03 | \$ 53,442.29 | \$ 56,715.55 | \$ 59,988.80 | \$ 63,262.06 |
| 8A    |       | \$ 43,861.75 | \$ 47,104.50 | \$ 50,347.25 | \$ 53,590.00 | \$ 56,832.74 | \$ 60,075.49 | \$ 63,318.24 |
| 9     |       | \$ 49,158.40 | \$ 52,811.47 | \$ 56,464.55 | \$ 60,117.62 | \$ 63,770.69 | \$ 67,423.77 | \$ 71,076.84 |
| 10    |       | \$ 50,004.96 | \$ 53,829.12 | \$ 57,653.28 | \$ 61,477.45 | \$ 65,301.61 | \$ 69,125.77 | \$ 72,949.93 |
| 10A   |       | \$ 54,419.36 | \$ 58,535.27 | \$ 62,651.19 | \$ 66,767.10 | \$ 70,883.01 | \$ 74,998.93 | \$ 79,114.84 |
| 11    |       | \$ 58,833.78 | \$ 63,241.45 | \$ 67,649.12 | \$ 72,056.80 | \$ 76,464.47 | \$ 80,872.14 | \$ 85,279.81 |
| 12    |       | \$ 61,453.91 | \$ 66,064.49 | \$ 70,675.07 | \$ 75,285.66 | \$ 79,896.24 | \$ 84,506.82 | \$ 89,117.40 |
| 13    |       | \$ 69,135.51 | \$ 71,681.79 | \$ 74,228.06 | \$ 76,774.34 | \$ 79,320.62 | \$ 81,866.89 | \$ 84,413.17 |

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

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

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

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

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

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

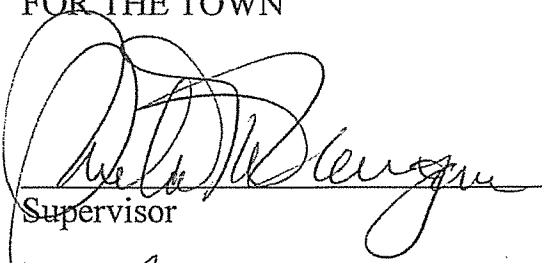
IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below this 5<sup>th</sup> day of December of 2016.

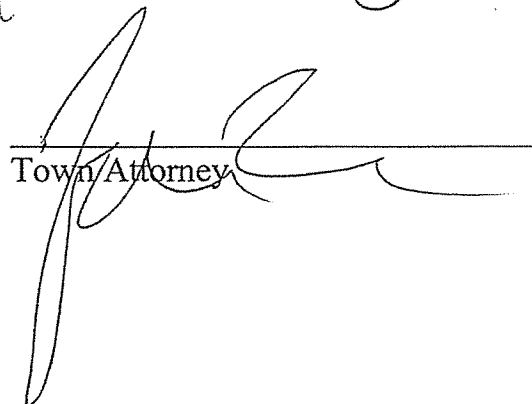
FOR THE UNION

  
Unit President

  
Labor Relations Specialist

FOR THE TOWN

  
Supervisor

  
Town Attorney