

COLLECTIVE BARGAINING AGREEMENT

-by and between-

TOWN OF ORCHARD PARK

-and-

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME, AFL-CIO
ORCHARD PARK WHITE COLLAR UNIT LOCAL 815**



January 1, 2014 - December 31, 2019

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PREAMBLE

Agreement entered into this 2nd day of March, 2016 between the Town of Orchard Park, New York (hereinafter referred to as the Town) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO is the recognized bargaining agent for the Town of Orchard Park White Collar Unit #6765-01 (hereinafter referred to as the Association).

WITNESSETH:

WHEREAS the parties hereto desire to provide, through this, methods for orderly collective bargaining between the Town and The Association, to secure prompt and equitable disposition of any grievances which might arise; to establish equitable wages and working conditions for employees in the recognized negotiating unit; and to promote to the highest degree, efficiency in providing service to the public.

WHEREAS this Agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act, and is governed by the provisions of the New York State Civil Service Law and the local laws of the Town.

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Town and the Association, through their duly authorized representatives, agrees as follows:

ARTICLE I – RECOGNITION

1.01 Definition

The Town recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of negotiating collectively in the determination and administration of grievances arising under the salaries, wages, hours of work or other terms and conditions of employment of full-time, regularly employed personnel in the job titles: aquatic director, clerk, clerk typist, police clerk, public safety dispatcher, assessment clerk, assistant maintenance worker, maintenance worker, construction inspector, cleaner attendant, engineer assistant, real property appraiser, assistant code enforcement officer, code enforcement officer, senior engineer assistant, principal engineer assistant, land surveyor, Assistant Director of Recreation, senior tax map technician, junior engineer, assistant civil engineer, dog control officer.

Excluded job titles will be payroll clerk, bookkeeper, all employees in the Supervisor's office, deputy Town Clerk, Town Clerk, general crew chief, working crew chief, network coordinator, Director of Recreation II – (Edward Leak), deputy highway superintendent, highway superintendent, assessor, clerk to town justice, deputy receiver of taxes, receiver of taxes and assessments, deputy town attorney, town attorney, Director of Community Development, Executive Director of Youth Board, supervising code enforcement officer, seasonal, part time, temporary, managerial, confidential and all other employees.

1.02 Part Time Employees

Effective March 2, 2016, for the purposes of this collective bargaining agreement, regular employees working for the Town of Orchard Park for up to twenty (20) hours per week, whether classified temporary or permanent are considered part time. It is agreed that in the following Departments ONLY: Animal Control, Assessors, Building, Engineering, Garbage and Recycling, Highway, Planning, Senior Citizens, Town Clerk, and Youth Bureau; the Town may employ a minimum of two (2) part-time employees and up to the lesser of:

- fifty percent (50%) of the workforce; OR
- five (5) part-time employees.

It is expressly agreed that these limits do **NOT** apply to either the Police Department or the Recreation Department. There shall be no limit on the number of part-time employees that the Town may employ in the Police Department or the Recreation Department.

ARTICLE II - MANAGEMENT RIGHTS

2.01 Rights

Except as expressly limited by specific provisions of this Agreement, all of the authority, rights, functions, and responsibilities already possessed by the Town are retained by it, including but not limited to the right to determine the nature, mix and extent of services and raw materials to be contracted for and/or purchased by the Town;

to determine the purposes, objectives, and policies of the Town; to determine the number and location of its facilities and the manner, methods, means, number and qualifications of personnel for the conduct of the Town's business, to change existing or introduce new equipment, operations, methods, processes, or facilities; to hire, retain, promote, assign or transfer employees; to direct, deploy and utilize the work force; to establish specifications for each class of positions; to schedule operations and change work schedules; to subcontract or discontinue temporarily or permanently, in whole or in part its business or operations when and as exclusively determined by the Town; to layoff, recall, terminate, discharge, discipline, or demote employees for just cause.

2.02 Work Rules

It is understood and agreed that the Town shall have the right, from time to time, to publish work and/or safety rules and other regulations necessary to effect its management rights heretofore expressed, provided that such rules and regulations shall be reduced to writing, and published to employees and CSEA prior to the effective date of such regulations, provided these rules and regulations shall not be contrary to the specific provisions of this Collective Bargaining Agreement.

2.03 Non-Waiver

It is understood that the exercise or non-exercise of rights hereby retained by the Town shall not be deemed a waiver of any such right or prevent the Town from exercising such rights in any way in the future.

These management functions and prerogatives and any acts of the Town necessitated by mandate or by state or federal governmental authority, shall not be subject to the grievance or arbitration procedures of this Agreement.

ARTICLE III – ASSOCIATION REPRESENTATION

3.01 Dues Deduction

The Town recognizes the obligation of those employees who are or may become members of CSEA to pay their CSEA dues and the Town agrees to deduct CSEA dues from the wages of all CSEA members who appear on the Town payroll, and forward such dues together with a list of employees from whom due deductions are made, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210 on a payroll deduction basis. The Town will do this upon presentation of signed dues deduction and authorization cards. An employee may withdraw such authorization at any time in writing by registered mail, unless otherwise authorized by the employee in writing to the Town and CSEA.

An employee who has not given a written authorization for Union dues to be deducted from their salary shall have deducted from their salary an amount equivalent to the dues levied by the Association and such deductions shall be transmitted to the Association, provided the Association has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the Association in aid of activities or causes only incidentally related to terms and conditions of employment.

The Association shall indemnify and hold harmless the Town and its officials or employees from any cause of action, claim, loss or damages incurred as a result of the Town's deductions of an agency fee from any employee. The Association shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the Association.

Upon forwarding by mail of payment of the agency fee deduction to the above address of the Association, the Town and its officers and employees shall be relieved from all liability to deduct such fee deliver such deduction to the Association.

3.02 Association Time

The Union President or his/her designee and the Labor Relations Specialist of the CSEA shall have the right to visit the Town facilities for the purpose of adjusting grievances and administering the terms and the conditions of this Agreement under the following circumstance:

1. Permission will be obtained from the Officer's Department Head before any interruption of work; and

2. There is a mutual agreement regarding the date, time, location and anticipated duration of the visit between the officer's Department Head and the other employee's Department Head; and
3. The purpose of the visit relates directly to the administration of the collective bargaining agreement; and
4. Such visitation shall not interrupt or interfere with the employee's performance of the job or the operation of the Town; and
5. A CSEA agent must have prior approval of the respective Department Head to enter any Town facility.
6. The Town will allow the Union President and/or his designee, five (5) days off yearly to attend Union business.

3.03 No Strike Pledge

CSEA, its officials, affiliates and members and each employee-member, individually and collectively, agree that they will not directly or indirectly have the right to authorize, sanction, cause of permit, instigate, aid, support, encourage or condone, or take part in any strike action or interference with the operations of the Town, such as work stoppage, sit-down, sit-in, sick-out, sympathetic, general or any kind of walkout, curtailment of work, slowdown, interruption of work of any kind.

CSEA, its officers, agents and representatives shall refuse to aid or assist, in any way, employees participating in any of the foregoing prohibited practices, and shall, in good faith, use every reasonable effort to have such practices terminated, including the prompt direction of its members to return to work. In this regard, in the event of such action or interference, and on notice from the Town, CSEA, without any delay, shall take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference.

The Employer shall have the right to discipline or discharge employee engaging in any way of the conduct prohibited above, which discipline or discharge shall not be construed as a violation by the Employer of any provision to this Agreement.

3.04 Competing Labor Organizations

The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group organization for the purpose of undermining the Union.

ARTICLE IV – GRIEVANCE PROCEDURE

4.01 Definition

A grievance is defined as alleged disputes which may arise between the Town and CSEA, limited to the interpretation or application of the express terms of this Agreement, shall be adjusted promptly in the following manner:

Step 1

An employee who feels they have a grievance shall reduce said grievance to writing, within ten (10) working days of the occurrence of the grievance or the employee's knowledge thereof. With or without the CSEA officer, the employee shall discuss it with their respective Department Head. The Department Head shall respond in writing within three (3) working days.

Step 2

If the Department Head's answer is not satisfactory, said grievance and Department Head's response shall be forwarded by CSEA within seven (7) days after the response of the Department Head is due, to the Town Supervisor or his/her designated representative. The Town Supervisor or his/her designated representative may schedule a meeting between the parties or respond in writing to CSEA within seven (7) days after receipt of the grievance.

Step 3

If the grievance remains unresolved, either party to this Agreement may, within thirty (30) days take the matter to binding arbitration upon service of written notice to the other party of its intention to do so. In the event a notice of intention to arbitrate is not filed within the thirty (30) days or the original grievance was not filed within the ten (10) working day requirement, the matter shall be considered closed, and not subject to further prosecution.

Step 4 Arbitration

The arbitration proceedings shall be conducted by an arbitrator to be mutually selected by the Town and CSEA from a list of arbitrators supplied by the Public Employment Relations Board. Each party has the right to reject two (2) complete lists.

The parties shall select an arbitrator from a mutually acceptable list by each party alternately crossing off a name until one name remains, commencing procedure by a coin flip. The remaining name shall be the mutually selected arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and agreement.

No arbitrator shall recommend to amend, modify or delete any provision of this Agreement. Expenses for arbitration services and proceedings shall be borne equally by the Town and CSEA however, each party shall be responsible for compensating its own representatives. If either party desires a verbatim record of the proceeding, it may cause such a record to be made provided it pays for the record and makes a copy available without charge to the other party and to the arbitrator.

4.02 Work Days

For the purpose of time limits in the grievance procedure, work days shall not include Saturdays, Sundays or holidays.

4.03 A. Disciplinary Procedure

The Association hereby agrees to waive all rights of current or future employees within the bargaining unit in processing disciplinary action through Section 75 or 76 of the Civil Service Law. The Town and the Association agree to substitute the grievance procedure to replace rights for such employees under Sections 75 and 76. This procedure shall also apply to the employees not entitled to coverage under Section 75 or 76 of the Civil Service Law. An employee shall not be subjected to any disciplinary action except for incompetency or misconduct.

An employee will be allowed to submit a grievance pertaining to the following types of discipline only through Step 2 of the Grievance Procedure

Oral Reprimand
Written Reprimand

4.03 B. Public Safety Dispatcher Bill of Rights

Section 1: Time of interrogation. The interrogation of a Dispatcher who is being investigated for disciplinary violation shall be during the employee's assigned shift hours unless otherwise agreed to by the Town and the Union.

Section 2: Identification of Investigating Officers: A Dispatcher who is under investigation must be informed of the Officer in charge of the investigation, and the names of Officers who will be conducting any interrogation.

Section 3: Information Regarding Investigation: A Dispatcher must be informed of the nature of an investigation before any interrogation commences. The information must be sufficient to reasonably inform the Dispatcher of the nature of the investigation.

Section 4: Length of Interrogation: The length of an internal interrogation must be reasonable, with rest periods being called periodically, for personal necessities, meals, telephone calls and rest.

Section 5: Coercion: A Dispatcher shall not be subject to threats or coercion as a means of obtaining information concerning incidents under investigation. A Dispatcher will not be promised a reward as an inducement for answering questions. Nothing herein shall preclude the Town from warning the dispatcher of the possible consequences of dishonesty or insubordination or from advising the dispatcher that the Town is considering if it concludes that the Dispatcher has committed the violation(s) being investigated.

Section 6: Right to Counsel: A Dispatcher being questioned or under investigation has the right to have counsel and a representative of the Dispatcher's Current Union present with him or her during any interrogation.

Section 7: Recording of Interrogation: If an interrogation of a Dispatcher is recorded mechanically or by stenographer, a copy of said recording shall be provided to the Dispatcher.

Section 8: Warning of Rights: If a Dispatcher is suspected in a criminal investigation, he must be advised of all of his Miranda Rights.

Section 9: Polygraph: A Dispatcher shall not be given a polygraph examination for any reason.

Section 10: Non-Waiver of Constitutional Rights: No Dispatcher will be required or requested to waive any constitutional rights granted to him under the United States or the New York State Constitution.

Section 11: Investigation: The person being investigated must be advised whether he is a possible target or merely a witness of the matter being investigated.

Section 12: Criminal Charges: A Dispatcher is not obligated to answer questions regarding a matter which may be the subject of criminal charges against the Dispatcher unless the Town agrees in writing NOT to utilize any statements made by the Dispatcher in any criminal proceeding against him/her.

4.04 Grievance Form

All written grievances shall be submitted on a grievance form approved by Town and the Union, and shall state the name and position of the aggrieved party, a concise statement of the complaint, supporting facts and the provisions of the Agreement to which the grievance applied.

4.05 Time Limits

If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under

this Agreement shall be barred. The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer.

4.06 Failure to Answer

Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the last day of the specified time period.

4.07 Extension of Time Limits

It is the intent of the parties that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits may be extended.

ARTICLE V – COMPENSATION

5.01 Salary Schedule

The annual salary schedule for the years 2014, 2015, 2016, 2017, 2018, and 2019 shall be set forth in Appendix "A", Appendix "B", Appendix "C-1 & C2", Appendix "D", Appendix "E", and Appendix "F", which are attached hereto and made a part thereof.

5.02 Workweek

The normal work week for employees shall be forty (40) hours. Department Heads, subject to approval of the Town Board, shall determine the hour that an employee shall work on each day. All employees shall be entitled to one half (1/2) hour paid lunch period each full work day. The time of lunch periods and time and place of coffee breaks shall be determined by the Department Head. For pay purposes, the work week shall be Monday to Sunday.

5.02.A Work Week – Public Safety Dispatchers

All Public Safety Dispatchers covered under this contract shall be assigned to one of the following shifts with a ½ hour inclusive lunch break and 2 fifteen minute breaks each day. The Town will utilize its best efforts to allow the first break to be given in the initial 2 ½ hours of the shift and the second break will be given during the last 2 ½ hours of the shift. It is understood that the Chief of Police or his/her designee may change the timing of the breaks to accommodate Departmental needs.

Shift 1	8:00 am to 4:00 pm	7:00 am to 3:00 pm
Shift 2	4:00 pm to 12:00 midnight	3:00 pm to 11:00 pm
Shift 3	12:00 midnight to 8:00 am	11:00 pm to 7:00 am

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

Any Dispatcher working second shift shall be paid \$.35 per hour, shift differential for hours worked. And any Dispatcher working third shift (Midnight) shall be paid \$.50 per hour shift differential for hours worked.

5.02.B Trading Shifts – Public Safety Dispatchers

Public Safety Dispatchers may trade shifts or a portion of a shift with each other. A notice of the shift trade shall be submitted to the police chief or his designee prior to the shift trade taking place. The notice shall contain the name of the employee requesting the shift trade, the date the shift change will occur and the shift each employee will work. Said notice shall contain the signatures of each public safety dispatcher involved in the shift trade.

The shift trade shall be made with the understanding that for purposes of computing overtime and shift differential, the public safety dispatcher's originally scheduled shift shall be considered as hours worked. The dispatcher actually working waives any consideration of such hours as overtime compensation. A dispatcher shall not, as a tour of duty due to a shift, swap more than two (2) sixteen (16) hour periods during a work week. It is agreed that shift swapping which results in a sixteen (16) hour period shall not occur on consecutive days.

5.02.C Breaks and Lunch Period – Public Safety Dispatchers

Effective March 2, 2016, in the event that a Full-time Dispatcher is not able to take a lunch, the dispatcher will be paid \$1.50 more per hour for each hour worked during that shift. The addition of this stipend on any given shift must be approved by the Chief of Police or his or her designee prior to the end of that shift.

In the event that a pattern of no relief is observable, the substance and cause of such pattern will be jointly discussed by the Chief of Police or designee and a Union Representative.

5.03 A. Overtime

An employee will receive time and one-half (1-1/2) the hourly rate of pay for each hour worked over forty (40). The employee's regular work week shall include approved paid absences provided for in this Agreement.

5.03 B. Compensatory Time

Effective March 2, 2016, in the sole and exclusive discretion of a Department Head for each Department of the Town, an employee may request compensatory time off in lieu of overtime pay for any hours worked in excess of forty (40) in one (1) week.

No employee may accumulate more than forty-eight (48) hours of compensatory time at any time unless specifically authorized otherwise by a Department Head for that department. Further, a Department Head, in his/her discretion, may extend the maximum number of hours of compensatory time accrued at any one time based on emergency and/or seasonal demands.

However, under no circumstance may an employee carry over more than eight (8) hours of compensatory time from one year until the next. Unused compensatory time in excess of eight (8) hours as of December 10th shall be paid out to employees in the final pay period of the year.

An employee shall be allowed reasonable opportunity to utilize compensatory time in the year that it is earned. Use of compensatory time is subject to adequate staffing and upon the Department Head's reasonable discretion. However, an employee may utilize compensatory time upon forty-eight (48) hours' notice to the department head if such compensatory time does not create an overtime situation or unduly disrupt departmental operations.

Further, the Town reserves the right to pay out part or all accumulated compensatory time to employees at any time at the employee's current hourly rate.

5.04 Longevity

Employee shall receive the following longevity pay based only upon their continuous and uninterrupted years of service from the date of hire in the Town of Orchard Park.

Years of Service	Employees hired prior to January 1, 2010	Employees hired after January 1, 2010
Four (4)	489.00	200.00
Eight (8)	978.00	600.00
Twelve (12)	1467.00	1000.00
Sixteen (16)	1956.00	1500.00
Twenty (20)	2445.00	2000.00
Twenty-four (24)	2934.00	2200.00

Longevity pay shall be paid as soon as practicable following the employee's anniversary date.

5.05 Mileage Reimbursement

The Town shall provide mileage allowance in the amount set each January 1 by the Town Board for employees required to utilize their personal vehicle while performing Town business and authorized by their Department Head.

5.06 Call-In

An employee specifically required by management to return to work upon the completion of his/her shift, such employee shall be compensated a minimum of two (2) hours pay unless it is within two (2) hours of the employee's starting time, they will receive pay for the time worked at the appropriate rate. It is understood that this premium shall not apply to a situation in which an employee is required to remain on the job at the completion of his/her shift. This time shall not include travel time and the employee may be required to work the two hours.

5.07 A. Safety Shoes

Commencing on January 1, 2011, upon the submission of a receipt, bargaining unit employees in the following titles may be reimbursed for up to \$150 for one pair of approved safety shoes once every two (2) years: Engineering Assistant, Assistant Code Enforcement Officer Level 1, Assistant Code Enforcement Officer Level 2, Construction Inspector, Senior Engineering Assistant, Principal Engineer Assistant, Code Enforcement Officer Level 1, Code Enforcement Officer Level 2, Junior Engineer, Assistant Civil Engineer, and Land Surveyor.

5.07 B. Clothing Allowance

Effective March 2, 2016, each full-time Public Safety Dispatcher will be given a yearly \$250 clothing allowance in the first check in March, and in each year of the contract.

ARTICLE VI – SENIORITY

6.01 Probationary Period

All new employees shall be considered as probationary employees during the first six (6) months of employment. Such employees may be dismissed or disciplined by the Employer for any reason whatsoever, which shall not be subject to the grievance and arbitration provision of this Agreement.

6.02 Exempt Class Employees

Exempt class employees shall not have access to the Arbitration section of the grievance procedure for termination of employment.

6.03 Seniority

Upon satisfactory completion of the probationary period, an employee shall be placed on the regular seniority roster for employees covered by this Agreement in his/her department, which seniority shall be defined as the length of an employee's continuous service with the Employer.

The Employer shall provide a seniority list for each Department covered by this Agreement.

6.04 Eligibility for Benefits

Unless provided to the contrary within this Collective Bargaining Agreement, eligibility for benefits contained within this Agreement shall begin the first (1st) of the month following the completion of their probationary period.

Holidays as provided in Section 7.02 and Bereavement Leave in Section 7.07 shall be provided as the effective date of employment.

Benefits shall continue as provided in this collective bargaining agreement, provided the employee is receiving pay and on the active payroll with the Town of Orchard Park.

In the event an employee has exhausted all of his/her accrued time, within the Collective Bargaining Agreement, and is still not able to resume their job duties, doctor and hospitalization Insurance will be provided, as set forth in Section 8.01 for a period of not less than one (1) month nor more than twelve (12) months depending on the employee's length of service. Employees will accrue one (1) month of doctor and hospitalization coverage for each year of active service up to a maximum of twelve (12) months. The twelve (12) month accrual, when earned, can only be used as set forth in this paragraph, during an employee's working career with the Town of Orchard Park and cannot be re-accrued when used. Example: Six (6) months accrued, when two (2) months are used, may only accrue six (6) months in the remaining work career.

6.05 Layoff and Recall

Employees subject to layoff or recall in employment shall be in accordance with the provisions of New York State Civil Service Laws and Rules and Regulations.

ARTICLE VII – LEAVE OF ABSENCE

7.01 A. Vacation

Vacation will be granted to employees hired prior to January 1, 2010 according to the following schedules:

**Continuous full-time service
with Town of Orchard Park**

**Vacation Entitlement as of January 1
of Calendar Year**

1 year	Ten (10) days
5 years	Fifteen (15) days
12 years	Twenty (20) days
18 years	Twenty-five (25) days

Vacation will be granted to employees hired after January 1, 2010 according to the following schedules:

**Continuous full-time service
with Town of Orchard Park**

**Vacation Entitlement as of January 1
of Calendar Year**

1 year	Ten (10) days
5 years	Fifteen (15) days
15 years	Twenty (20) days

Employees may request vacation at any time during the calendar year, provided that employee shall not be permitted to schedule vacation prior to the date when such vacation has been actually earned. Every reasonable effort will be made to meet the preference of employees in accordance with seniority. However, the Department Head may deny and reschedule requested vacation time when, in his/her determination, the granting of such request will adversely affect the operation of the Department.

Vacation pay shall be based on the employee's normal work day.

There shall be no accumulation of vacation benefits from one (1) year to the next, and vacation benefits for a given year shall expire on the last day of such calendar years.

Two weeks of an employee's vacation allotment may be taken in single day increments. One (1) week of which may be taken in one-half (1/2) day increments (4) hours. Such request for one-half day (4 hours) or one (1) day of vacation shall be made to the department head at least one (1) week prior to the date requested. The remaining vacation accrued must be taken in segments of at least one (1) week duration. Weeks take precedents over single days and half days. Public Safety Dispatchers are not permitted to one half (1/2) day increments.

An employee who is laid off, retired or whose job is abolished prior to taking their vacation, shall be paid for the unused vacation time accumulated at the time of separation. An employee voluntarily leaving Town employment, retirement, or resigning, must give two (2) weeks' notice to their Department Head prior to termination in order to be eligible for unused vacation pay. A discharged employee will not be entitled to unused vacation.

In the event a holiday recognized by the Town, in this Agreement, falls during an employee's vacation period, the employee will receive an additional day of vacation.

Should an employee become sick or injured during a vacation period, the vacation will not be rescheduled.

Department Heads could consider rescheduling an employee's vacation. The decision rests solely with the Department Head.

7.01 B. Vacation Bidding- Public Safety Dispatcher

Effective March 2, 2016, vacation week bidding shall be based on seniority within the department. Each Public Safety Dispatcher shall bid two weeks during the first round. Once through the seniority list, each Public Safety Dispatcher will bid the third week of vacation time based on seniority. These series of bids will continue for the fourth week and so on until all dispatchers have exhausted their desired weekly allocations. Each Public Safety Dispatcher shall execute their bid no more than 72 hours, excluding dispatcher time off, from the previous dispatcher's bid. After 72 hours, their position will be skipped and they will bid last in that round.

7.02 Holidays

All holidays enumerated below occurring during the term of this Agreement shall be paid to all members of the bargaining unit at their normal daily rate.

New Year's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24th
Independence Day	Christmas Day
Labor Day	Martin Luther King
Columbus Day	

- A. When an employee is required to work on one of the above observed holidays, they shall receive time and one half (1 1/2) for all hour worked during that holiday, plus eight (8) straight time hours holiday pay.

In the event an employee is entitled to regular time off on a holiday, that person shall be entitled to additional time off over and above the holiday equal to holiday time off.

- B. Whenever any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the above holidays fall on Sunday, the succeeding Monday shall be observed as the holiday.

- C. Employees must work the full day before and after a holiday unless excused for legitimate reasons by their Department Head. The decision of the Department Head shall not be subject to arbitration.
- D. Public Safety Dispatchers will be guaranteed 13 paid holidays, either worked or not. If the employee works said holiday, he/she will be granted another day off at the employee's choice, subject to the approval of the Police Chief. If the Chief denies approval the employee will be paid for said holiday.

7.03 Personal Leave

Employees hired prior to January 1, 2010 shall be permitted up to three (3) days per calendar year to conduct personal business. Employees hired on or after January 1, 2010 shall be permitted up to three (3) days per year to conduct personal business, except during the calendar year of their starting employment, the employee shall only be permitted one (1) personal leave day, provided that the employee's employment probationary period has been completed, and during the second calendar year of their employment, the employee shall only be permitted two (2) personal leave days. The following circumstances will be followed:

- (a) Requests for personal leave must be submitted in writing to their Department Head as soon as possible, but at least two (2) work days, if possible, prior to use.
- (b) Requests for personal leave must be approved by the Department Head.

An employee will not use personal leave in increments of less than one hour. A full personal leave day shall take precedent over personal leave on one hour increments, except in cases of emergency personal leave, in which case personal emergencies will take first precedents. Public safety dispatchers must use personal leave in either full or half shift increments.

It is further understood that personal leave shall be used for legitimate business which cannot be conducted after normal working hours. Such leave may be utilized for such legitimate business as provided for in this section just prior or subsequent to a holiday or vacation period, with the understanding that such leave shall not be used to extend a holiday or vacation period and the reason is documented and approved by their Department Head.

Unused personal leave at end of the each calendar year may be applied to accumulated sick leave to provide an extension of earned and accumulated sick leave days from 215 to a maximum of 245, up to thirty (30) additional days. Effective January 1, 2000, unused personal leave at end of the each calendar year may be applied to accumulated sick leave to provide an extension of earned and accumulated sick leave days from 240 to a

maximum of 270, up to thirty (30) additional days. The accumulated personal leave days shall not be used as sick leave unless due to extended illness or illnesses, an employee has exhausted his accumulated sick leave. He may then use his/her accumulated personal leave as provided in this Section. Upon retirement this maximum of 245 days may also be applied to the employee's health program benefits. Effective January 1, 2000, upon retirement this maximum of 270 days may also be applied to the employee's health program benefits.

7.04 Sick Leave

A. Employee.

Employees hired prior to January 1, 2010 shall earn sick leave at the rate of one and one-half (1 ½) days per month of completed service. Employees hired on or after January 1, 2010 shall earn sick leave at the rate of one (1) day per full month of completed service. Newly hired employees shall not be permitted to utilize such sick leave benefits during the employee's probationary period.

Employees may accumulate sick leave days up to a total not to exceed two hundred fifteen (215) days maximum. Sick leave shall not accrue or accumulate during any unpaid leave period. Sick leave may not be used in intervals of less than one half (1/2) day; however, at the sole, exclusive, and non-reviewable discretion of the Department Head, by prior approval, sick leave may be utilized in increments of one (1) hour.

Effective January 1, 2000 – for employees hired prior to January 1, 2010, sick leave accumulation will be increased to a maximum of two hundred forty (240) days. Employees may use the 220th -240th day for health insurance upon retirement only.

In order to qualify for sick leave benefits in any given month, an employee shall have been on full pay status, except paid sick leave, for the Town of Orchard Park for at least fifty (50) percent of the working days in such month.

Sick leave shall not be used for any purpose other than legitimate illness. Employees shall contact the office of the Department Head by telephone at the commencement of the shift when reporting sick or earlier if possible, and notify the Department Head of the anticipated return date.

Employees shall provide a written physician's statement after three (3) consecutive work days of illness, and may be required to furnish a physician's statement for periods of illness less than three (3) consecutive work days and for sick leave days utilized immediately prior to or subsequent to holidays, vacation, or any unpaid time off.

Upon the termination of employment in any regard, all accumulated sick leave shall be canceled, except to the extent provided by law and provisions of this agreement. An

employee who is subsequently rehired within one (1) year shall be credited with the amount of sick leave accrued at the time of termination.

B. Immediate Family

- a) Effective March 2, 2016, employees who have completed their probationary period may utilize seven (7) days per year of accumulated sick leave for illness in the immediate family (husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, or a grandparent who actually resides in the immediate household), where the presence of such employee is necessary and required to provide care for such member of the immediate family.
- b) It is understood that such leave shall be requested in advance, and subject to the approval of the department head or his designated representative, which approval may be denied when, in the exclusive judgment of the Department Head or his designated representative, the granting of such leave will adversely affect the operation of the Department, and that the Department Head or his designated representative may require an employee to verify or substantiate such request by doctor's note or otherwise.
- c) It is also understood that such leave shall be taken in units of not less than four (4) hours duration unless otherwise authorized by the Department Head or his designated representative. The refusal to so authorize shall not be subject to the grievance procedure herein.

7.05 Leave of Absence Without Pay

Employees covered by this Agreement may request in writing a leave of absence without pay, not to exceed one (1) year. The determination of whether a request for leave without pay shall be granted rests solely on the discretion of the Town. The Town shall render determinations for requested leaves of absence without pay within ten (10) working days from receipt of request.

Employees shall not earn or accrue seniority and/or any other benefits under this Agreement during a period of leave of absence without pay. Upon return to work upon completion of leave of absence without pay, such employee shall have seniority rights enjoyed at the time such leave commenced.

An employee shall notify the Town at least two (2) weeks prior to his scheduled return to work to confirm the date that he will report to work.

The failure of an employee to return to work within five (5) working days after expiration of the leave shall be considered as a voluntary quit.

A leave of absence without pay may be extended only by mutual agreement of the parties.

Requesting a leave of absence under false pretenses shall be subject to disciplinary action.

7.06 Jury Duty

An employee who is summoned and is actually required to attend and serve as a juror will be paid the difference between the juror's fee and up to eight (8) hour straight time pay per day for time actually lost from work due to such jury duty. Jury duty pay is limited only to jury service performed during the scheduled work week.

The employee shall be required to:

- (a) Notify his immediate supervisor as soon as possible before the day the employee is required to report for jury service.
- (b) Return to his immediate supervisor a completed form certified by the Court Clerk.
- (c) Cooperate with the Employer in requesting excuse or delay from jury service where the employee's absence will adversely affect the Employer's operations.
- (d) Employees will report back for work at any time when they are free from the responsibilities of jury duty service.

7.07 Bereavement Leave

In the event that an employee is bereaved by the death of a husband, wife, daughter, son, mother, father, brother, sister, mother-in-law, father-in-law, grandparent or relative who actually resides within the immediate household, such employee may absent himself from work with pay for a period of three (3) consecutive work days, provided:

- a) The employee attends the funeral or memorial service.
- b) The day of death or day of funeral or the memorial service must encompass the three (3) days referred to above.
- c) Bereavement leave shall not apply during periods when the employee involved is absent from work because of sickness, injury, leave of absence, or any other leave except vacation.

In the event employee's brother-in-law or sister-in-law dies, the employee will be entitled to the day of the funeral or memorial service.

7.08 Family Medical Leave Act (FMLA)

It is understood and agreed that where eligible and permitted by law, in the event that an employee is eligible for leave under the Family and Medical Leave Act ("FMLA"), the employee's FMLA leave will run concurrently with any applicable form of paid leave.

ARTICLE VIII – HOSPITALIZATION AND HEALTH INSURANCE

8.01 Doctor and Hospitalization Insurance

A. PLAN:

The Town shall provide coverage under a Blue Cross/Blue Shield POS 203 Plan with a \$5/\$15/\$35 Prescription copayment, and dependent children covered to age 23/25 if a full-time student.

B. EMPLOYEE PREMIUM CONTRIBUTIONS:

Employees shall contribute to the cost of this coverage as follows:

1. EMPLOYEES HIRED PRIOR TO MAY 18, 2008

Employees hired prior to May 18, 2008 shall not contribute to the cost of health insurance coverage through June 30, 2016.

Effective July 1, 2016, all employees hired prior to May 18, 2008 shall contribute Two-And One-Half Percent (2.5%) of the health insurance premium equivalent in effect as of that date.

Effective January 1, 2017, all employees hired prior to May 18, 2008 shall contribute Five Percent (5%) of the health insurance premium equivalent in effect that year.

Effective January 1, 2018, all employees hired prior to May 18, 2008 shall contribute Seven And One-Half Percent (7.5%) of the health insurance premium equivalent in effect that year.

Effective January 1, 2019, all employees hired prior to May 18, 2008 shall contribute Ten Percent (10%) of the health insurance premium equivalent in effect each year for the duration of their employment with the Town.

2. EMPLOYEES HIRED AFTER MAY 18, 2008/PRIOR TO MAY 20, 2010

Effective July 1, 2016, all employees hired after May 18, 2008 but prior to May 20, 2010 shall contribute ten percent (10%) of the health insurance premium equivalent in effect each year for the duration of their employment with the Town.

3. EMPLOYEES HIRED AFTER MAY 20, 2010

Employees hired after May 20, 2010 shall contribute twenty percent (20%) of the premium cost of health insurance coverage for the duration of their employment with the Town.

C. PRE TAX CONTRIBUTIONS:

To the extent permitted by law, these contributions shall be made by pre-tax payroll deduction, and/or, at the employee's option, on a pre-tax basis through the IRC Section 125 Flexible Spending Plan.

D. CARRIER PLAN CHANGES:

In the event that the health insurance company unilaterally changes the coverage in the above plans, including the drug formulary, the Town is not responsible to maintain the removed or altered coverage. Notwithstanding the foregoing, the Town will not request any changes in coverage. If the health insurance carrier no longer makes available the \$5/15/35 drug coverage, the Town will purchase the prescription drug levels most equivalent (but not worse when the plans are viewed in their totality) to the current level of benefit coverage offered by the health insurance carrier. If the Union disagrees that the prescription drug coverage is most equivalent, the issue is subject to the grievance and arbitration procedure.

8.02 Health Reimbursement Account (105-h)

For all employees hired prior to January 1, 2010 who have selected coverage under the POS 203 Plan, the Town shall provide a 105 (h) - Health Reimbursement Account, debit card, of one hundred (\$100.00) dollars per month for each full month the employee is employed by the Town and the employee is receiving Town health insurance. For all employees hired on or after January 1, 2010 who have selected coverage under the POS 203 Plan, the Town shall provide a 105 (h) - Health Reimbursement Account, debit card, of fifty (\$50.00) dollars per month for each full month the employee is employed by the Town and the employee is receiving Town health insurance.

Effective for the calendar year starting January 1, 2017, any employee selecting health insurance from the Town may elect to forego the Town contribution into the 105 (h) Plan and elect to have the one hundred dollars (\$100.00) dollars or fifty dollars (\$50.00) contribution credited toward the employee's share of the health insurance premium for that month. Such election must be made in writing on a form provided by the Town no later than October 31st of the preceding year. Once such an election is made, it shall be effective for the entire following year.

The effective starting date of the 105 (h) - Health Reimbursement Account shall be the first of a month the terms of the tentative agreement have been ratified by both parties and terms become effective including the adoption of the 105 (h) plan document. Any unused amount(s), remaining balance(s) at the end of each month on the employee's debit card will be carried over to the next month or the next calendar year should there be any unused amount(s), remaining balance(s) on December 31st. The health reimbursement account may be used by the employee for any expenses outlined in the 105 (h) plan document.

8.03 IRC Section 125 Flexible Spending Account

The Town shall provide an IRC Section 125 Flexible Spending Account program allowing for employee contribution as provided by the plan on a pre-tax basis. In the event an employee chooses to retain medical coverage through his or her spouse or partner, other employment of the employee or a private insurance plan, the employee shall be compensated as follows:

Family Plan - \$2400.00 annually/\$200.00 monthly
Single Plan - \$ 1200.00 annually/\$100.00 monthly

The employee shall notify the town, in writing, during the Town's annual option period, and shall provide written verification of medical coverage elsewhere. The employee will have his or her full benefits restored as a result of death of dependent, a court action requiring him or her to do so, loss of dependent benefit or other employment or private insurance or at said time the officer chooses to do so in conjunction with the Town's annual option period, to be effectuated as soon as possible, but in no event later than the first pay period of the month following his/her election to return to Town coverage.

8.04 Change in Plans

The Town reserves the right to change health insurance plans and/or companies but not before consultation and discussion with the Union at least 90 days before such change, and provided the new plan is equivalent or better in coverage, which determination shall be made with consideration given to any commitment by the Town to self-insure certain benefits. If the Union disagrees that the plan is equivalent or better, the issue is subject to the grievance and arbitration procedure.

In the event the Town should want to adopt a POS plan that has higher deductibles and co-payments, the Town may do so provided that it self-insures for the difference in coverage provided.

8.05 Dental Insurance

Effective immediately, the Employer agrees to provide coverage under the CSEA Employee Benefit Fund Horizon Dental Plan or, if such plan is eliminated, an equivalent plan. In the event that the insurer unilaterally changes the coverage, the Town is not responsible for maintaining the removed or altered coverage. Notwithstanding the foregoing, the Town shall not request any changes in coverage. The Town reserves the right to change dental insurance plans and/or companies but not before consultation and discussion with the Union at least 90 days before such change, and provided the new plan is equivalent or better in coverage, which determination shall be made with consideration given to any commitment by the Town to self-insure certain benefits. If the Union

disagrees that the plan is equivalent or better, the issue is subject to the grievance and arbitration procedure.

Employees who elect to receive dental insurance,¹ shall contribute to the cost of this coverage as follows:

Employees hired prior to May 18, 2009 shall not contribute to the cost of dental insurance coverage through June 30, 2016.

1. EMPLOYEES HIRED PRIOR TO MAY 18, 2008

Effective July 1, 2016, all employees hired prior to May 18, 2008 shall contribute Two And One-Half Percent (2.5%) of the dental insurance premium equivalent in effect as of that date.

Effective January 1, 2017, all employees hired prior to May 18, 2008 shall contribute Five Percent (5%) of the dental insurance premium equivalent in effect that year.

Effective January 1, 2018, all employees hired prior to May 18, 2008 shall contribute Seven And One-Half Percent (7.5%) of the dental insurance premium equivalent in effect that year.

Effective January 1, 2019, all employees hired prior to May 18, 2008 shall contribute Ten Percent (10%) of the dental insurance premium equivalent in effect each year for the duration of their employment with the Town.

2. EMPLOYEES HIRED AFTER MAY 18, 2008/PRIOR TO MAY 20, 2010

Effective July 1, 2016, all employees hired after May 18, 2008 but prior to May 20, 2010 shall contribute Ten Percent (10%) of the dental insurance premium equivalent in effect each year for the duration of their employment with the Town.

3. EMPLOYEES HIRED AFTER MAY 20, 2010

Employees hired after May 20, 2010 shall contribute twenty percent (20%) of the premium cost of dental insurance coverage for the duration of their employment with the Town.

To the extent permitted by law, these contributions shall be made by pre-tax payroll deduction, and/or, at the employee's option, on a pre-tax basis through the IRC Section 125 Flexible Spending Plan.

¹ Conditioned upon CSEA Dental Plan allowing employees to opt out of dental coverage, thereby reducing the Town's total dental insurance costs.

8.06 Health Insurance at Retirement

A. Retirees Pre-Age of Medicare Eligibility

1. For full-time employees hired on or before January 1, 2010, who, upon entering the New York State Retirement System who reach the legal retirement age of 55 (Tier I) and 62 (Tiers II, III, and IV and any subsequent tiers), with at least twenty (20) years of service with the Town of Orchard Park as a full-time employee or work related disability pension, (not a resignation or discharge) (hereinafter “eligible retiree”), shall be eligible to receive the POS health insurance plan that is provided to active employees or a PPO 811 Plan with National Access under the following terms until such time that the retiree reaches the age of Medicare eligibility:

RETIREE CONTRIBUTIONS PRE -MEDICARE ELIGIBLE		
Years of Service	POS Plan	PPO 811 Plan
Employees with at least 20 years of service but less than 25	0%	15%
Employees with at least 25 years of service but less than 30	0%	10%
Employees with 30 or more years of service	0%	5%
An individual with a work related disability pension with less than 20 years of service	10%	10%
An individual with a work related disability pension with 20 or more years of service	0%	5%

The employee’s remaining unused sick leave days, as provided in Section 7.04, computed at his/her daily rate of pay at the time of his/her retirement shall be used to pay the employee’s contribution portion of the monthly premium rates.

2. For full-time employees hired on after January 1, 2010, who retire directly from the Town service into the New York State Retirement System who reach the legal retirement age of 55 (Tier I) and 62 (Tiers II, III, and IV and any subsequent tiers), with at least twenty (25) years of service with the Town of Orchard Park as a full-time employee or work related disability pension, (not a resignation or discharge) (hereinafter “eligible retiree”), shall be eligible to receive the POS health insurance plan that is provided to active employees or a PPO 811 Plan with National Access under the following terms until such time that the retiree reaches the age of Medicare eligibility:

RETIREE CONTRIBUTIONS PRE -MEDICARE ELIGIBLE		
Years of Service	POS Plan	PPO 811 Plan
Employees with at least 25 years of service but less than 30	20%	30%
Employees with 30 or more years of service	10%	20%
An individual with a work related disability pension with less than 25 years of service	20%	25%
An individual with a work related disability pension with 25 or more years of service	10%	20%

The employee's remaining unused sick leave days, as provided in Section 7.04, computed at his/her daily rate of pay at the time of his/her retirement shall be used to pay the employee's contribution portion of the monthly premium rates.

3. For full-time employees hired on or after March 2, 2016, who, upon entering the New York State Retirement System shall be provided at Town expense to full-time employees and who retire directly from the Town service into the New York State Retirement System who reach the legal retirement age of 55 (Tier I) and 62 (Tiers II, III, and IV and any subsequent tiers), with at least twenty (25) years of service with the Town of Orchard Park as a full-time employee or work related disability pension, (not a resignation or discharge) (hereinafter "eligible retiree"), shall be eligible to receive the POS health insurance plan that is provided to active employees (not including dental) under the following terms until such time that the retiree reaches the age of Medicare eligibility:

RETIREE CONTRIBUTIONS PRE -MEDICARE ELIGIBLE	
Years of Service	POS Plan
Employees with at least 25 years of service but less than 30	10%
Employees with 30 or more years of service	5%
An individual with a work related disability pension with less than 25 years of service	10%
An individual with a work related disability pension with 25 or more years of service	5%

B. Once an eligible retiree reaches the age of Medicare eligibility or otherwise becomes eligible for Medicare, the retiree and the retiree's spouse must enroll in Medicare parts A and B at their own expense, and the eligible retiree and spouse will be eligible for coverage at the retiree's own expense.

The employee's remaining unused sick leave days, as provided in Section 7.04, computed at his/her daily rate of pay at the time of his/her retirement shall be used to pay the employee's contribution portion of the monthly premium rates.

The benefits of this section shall be provided for the surviving spouse of a retired employee until the spouse remarries or during such time as she is provided with equivalent coverage; but such benefit will only be provided by applying the value of the deceased retiree's accumulated sick time.

8.07 Life Insurance

Effective June 1, 2011 the term life insurance shall be increased to \$10,000.00 for all full time employees in the unit covered by this Agreement.

8.08 Insurance Premium Check off

The Employer will deduct from the salary of any member of the unit who so authorizes, individually and voluntarily, in writing, premiums for the Union's Group Insurance Program, and will transmit such premiums to the Union at 143 Washington Avenue, Albany, NY 12210. Such deductions shall be made at times corresponding to the Employee's regular payroll periods

No deductions of such insurance premiums shall be made until and unless the amount for such insurance premiums to be deducted and any changes thereto are certified to the Employer by an authorized officer of the Union.

An authorization on file with the Employer shall be honored until and unless it has been revoked or amended pursuant to the terms and condition of the signed authorization and by written notice received by the Employer.

The Union shall defend and save the Employer harmless against any and all claims, suits and other forms of liability that shall or may arise by reason of action taken or not taken by the Employer to comply with the terms of this Section or in reliance on a certification issued by the Union.

ARTICLE IX – GENERAL PROVISIONS

9.01 Town Vehicles

Town owned vehicles shall not be used for personal business. Such vehicle assignments or use to commute to and from an employee's domicile residence may be allowed or discontinued completely at the discretion of the Town.

9.02 Deferred Compensation

The Town's deferred compensation program shall be at the discretion of the Town to start, alter, or discontinue at any time.

9.03 Bulletin Board

The Town shall provide exclusive bulletin board space consisting of one (1) locked board at a location in the Municipal Center for the purpose of meeting notices only of the following: Union meetings, Union selections, Union appointments, Union recreational and social events, unemployment compensation information and other materials of a non-political nature may be posted with prior approval after review of such other materials given by the Town Supervisor or his designee.

Material posted without prior approval may result in disciplinary action.

9.04 Job Openings

In the event the Town establishes an opening in a permanent new classification recognized within the negotiating unit or determines there is an opening in a permanent classification already recognized within the negotiating unit, the Town will post an informational only notice of such opening for five (5) working days. The notice shall contain the job title, salary, and Department Head to contact for inquiries about the opening. The Town has no obligation to select a present employee for a vacancy.

All competitive positions which are to be filled will be filled in accordance with Civil Service Law and Procedures.

The president of the Association will receive a copy of such posted job openings and exam announcement at the earliest possible time prior to the posting of such notice.

9.05 Retirement

The employer shall provide employees covered by this Agreement with the retirement benefits provided for in the Improved Non-Contributory Plan (Section 75i) of the New York State Retirement System.

9.06 Personal Files

Employees shall, upon request, be permitted to review their personnel file, accompanied by a representative of their choice, provided that the examination of personnel files shall be by appointment with the Supervisor; shall take place only in the administrative offices

where such files are maintained; and shall take place in the presence of a designated representative of the Employer.

Employees may submit relevant materials for inclusion in their personnel file which are pertinent to performance and qualification.

9.07 Public Safety Dispatcher Safety

Public Safety Dispatchers shall not have any physical contact with prisoners or suspects, except under exigent circumstances. Public Safety Dispatchers are not trained or expected to supervise any prisoner or suspect when out of a cell, whether restrained or not.

Public Safety Dispatchers are expected to observe prisoners. The Police Department will provide training with respect to prisoner observation and employee safety as determined to be reasonable and appropriate by the Chief of Police or his/her designee.

Public Safety Dispatchers will be trained in the use of pepper foam. Pepper foam will be supplied by the Police Department and placed in a secure area at each of the dispatch centers.

9.08 Rules, Orders and Regulations

In addition to this Collective Bargaining Agreement, all full-time Public Safety Dispatchers are bound by the "Town of Orchard Park Police Department –Rules, Orders and Regulations," as well as all issued procedures. These documents shall be provided to each "White Collar" Police Department employee at the time of hire and at any time one is issued. These materials are binding and must be reviewed and followed by each "White Collar" Police Department employee.

ARTICLE X – TERM OF AGREEMENT

10.01 Modification

This Agreement may be modified only by mutual agreement of the Union and the Town, which will not become effective until and unless the modification is reduced to a signed agreement.

This agreement constitutes the sole and entire existing agreement between the parties. It completely and correctly expresses all of the rights and obligations of the parties and all prior agreements, conditions, practices, customs, usages and obligations are completely superseded and revoked insofar as any such prior agreement, condition, practice, custom, usage or obligation might have given rise to any enforceable right.

10.02 Savings Clause

Should any Article, Section, or portion thereto of this Agreement be held unlawful and enforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

10.03 Bargaining During Term of Agreement

Notwithstanding the Town's recognition of the Union, or any other provision of this Agreement, each party hereto expressly waives any obligation or duty to bargain collectively or to negotiate over or pertaining to management decisions (including but not limited to such decisions as subcontracting or discontinuance of duties, shutdown, sale or other disposition its facilities or of a service or function or as to the effects of any such decisions), or as to wages, hours, pension, insurance or other fringe benefits or any terms or conditions of employment, or the termination of employment or any other matter or subjects whatsoever during the term of this Agreement, whether or not any such matter or subject has been presented, discussed or resolved in negotiations leading to this Agreement; or made the subject of a provision of this Agreement, and each party acknowledges and agrees that the other party shall have no such obligation or duty during the term of this Agreement.

10.04 Notice

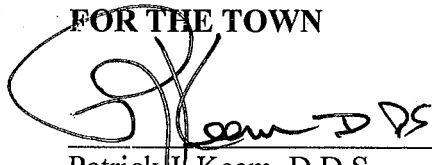
The parties agree that notice to negotiate for a renewal of this Agreement, or an amendment(s) thereto, shall be in writing and delivered one hundred eighty (180) days prior to expiration of contract.

10.05 Term

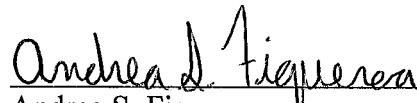
This Agreement, except as may be modified within the individual Articles/Sections hereto, shall be effective beginning January 1, 2014 and remain in force and effect until December 31, 2019.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed each by it duly authorized officials and Representatives.

FOR THE TOWN


Patrick J. Keem, D.D.S. Date
Town Supervisor 4/5/17

FOR THE CSEA


Andrea S. Figueroa Date
Labor Relations Specialist 4/5/17


Richard J. Mrugalski Date
Unit President 4/5/17

APPENDIX "A" – 2014 Salary Schedule

2014 SALARY SCHEDULE C.S.E.A. - WHITE COLLAR UNION

APPENDIX "A" EFFECTIVE 1/01/2014 – 12/31/2014

POSITIONS INCLUDED	0.0%		2088 hours/261 days				
	RANGE	"1st Yr"	A	B	C	D	E
Cleaner Attendant I	0001	12.42	13.80	14.28	14.79	15.28	15.77
Cleaner Attendant II	0002	12.88	14.31	14.83	15.34	15.87	16.41
Clerk, Clerk Typist- I, Police Clerk, Public Safety Dispatcher	0003	13.35	14.83	15.32	15.87	16.41	16.95
Assessment Clerk, Aquatic Director, Clerk Typist- II	0004	15.26	16.96	17.61	18.30	18.98	19.66
Assistant Maintenance Worker	0005	15.96	17.73	18.46	19.23	20.00	20.75
Assistant Director of Recreation, Dog Control Officer-I	0006	17.20	19.11	20.14	21.19	22.39	23.11
Engineer Assistant, Asst. Code Enforcement Officer-I	0007	17.66	19.62	20.68	21.74	22.71	23.65
Construction Inspector, Code Enforcement Officer-I	0008	18.34	20.38	21.42	22.54	23.50	24.45
Real Property Appraiser Assistant Code Enforcement Officer-II Senior Engineer Assistant Maintenance Worker	0009	21.16	23.51	24.12	24.75	25.38	26.00
Not Used	0010	21.89	24.32	25.44	26.57	27.69	28.85
Principal Engineer Assistant, Code Enforcement Officer II Senior Tax Map Technician Dog Control Officer-II	0011	23.00	25.55	26.71	27.89	29.07	30.29
Junior Engineer	0012	23.95	26.61	27.75	28.88	30.08	31.31
Assistant Civil Engineer	0013	24.92	27.69	28.75	29.84	31.08	32.35
Land Surveyor	0014	27.43	30.48	31.40	32.59	33.58	34.57

Employees shall move to the next step in their job range pay group effective the start of the next pay period following their own anniversary date of employment.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title's pay group that would give the employee an hourly rate increase. The effective date of starting in the new job title would now become the anniversary date for movements in steps in that pay group.

APPENDIX "B" – 2015 Salary Schedule

2015 SALARY SCHEDULE C.S.E.A. - WHITE COLLAR UNION
APPENDIX "B" EFFECTIVE 01/01/2015 – 12/31/2015

POSITIONS INCLUDED	RANGE	"1st Yr"	A	B	C	D	E
Cleaner Attendant I	0001	12.42	13.80	14.28	14.79	15.28	15.77
Cleaner Attendant II	0002	12.88	14.31	14.83	15.34	15.87	16.41
Clerk, Clerk Typist- I, Police Clerk, Public Safety Dispatcher	0003	13.35	14.83	15.32	15.87	16.41	16.95
Assessment Clerk, Aquatic Director, Clerk Typist- II	0004	15.26	16.96	17.61	18.30	18.98	19.66
Assistant Maintenance Worker	0005	15.96	17.73	18.46	19.23	20.00	20.75
Assistant Director of Recreation, Dog Control Officer-I	0006	17.20	19.11	20.14	21.19	22.39	23.11
Engineer Assistant, Asst. Code Enforcement Officer-I	0007	17.66	19.62	20.68	21.74	22.71	23.65
Construction Inspector, Code Enforcement Officer-I	0008	18.34	20.38	21.42	22.54	23.50	24.45
Real Property Appraiser Assistant Code Enforcement Officer-II Senior Engineer Assistant Maintenance Worker	0009	21.16	23.51	24.12	24.75	25.38	26.00
Not Used	0010	21.89	24.32	25.44	26.57	27.69	28.85
Principal Engineer Assistant, Code Enforcement Officer II Senior Tax Map Technician Dog Control Officer-II	0011	23.00	25.55	26.71	27.89	29.07	30.29
Junior Engineer	0012	23.95	26.61	27.75	28.88	30.08	31.31
Assistant Civil Engineer	0013	24.92	27.69	28.75	29.84	31.08	32.35
Land Surveyor	0014	27.43	30.48	31.40	32.59	33.58	34.57

Employees shall move to the next step in their job range pay group effective the start of the next pay period following their own anniversary date of employment.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title's pay group that would give the employee an hourly rate increase. The effective date of starting in the new job title would now become the anniversary date for movements in steps in that pay group.

APPENDIX "C-1" – 2016 Salary Schedule

2016 SALARY SCHEDULE C.S.E.A. - WHITE COLLAR UNION APPENDIX "C" EFFECTIVE 01/01/2016 – 12/31/2016

2.5%	2088 hours/261 days						
POSITIONS INCLUDED	RANGE	"1st Yr"	A	B	C	D	E
Cleaner Attendant I	0001	12.73	14.15	14.64	15.16	15.66	16.16
Cleaner Attendant II	0002	13.20	14.67	15.20	15.72	16.27	16.82
Clerk, Clerk Typist- I, Police Clerk, Public Safety Dispatcher	0003	13.68	15.20	15.70	16.27	16.82	17.37
Assessment Clerk, Aquatic Director, Clerk Typist- II	0004	15.64	17.38	18.05	18.76	19.45	20.15
Assistant Maintenance Worker	0005	16.36	18.17	18.92	19.71	20.50	21.27
Assistant Director of Recreation, Dog Control Officer-I	0006	17.63	19.59	20.64	21.72	22.95	23.69
Engineer Assistant, Asst. Code Enforcement Officer-I	0007	18.10	20.11	21.20	22.28	23.28	24.24
Construction Inspector, Code Enforcement Officer-I	0008	18.80	20.89	21.96	23.10	24.09	25.06
Real Property Appraiser Assistant Code Enforcement Officer-II Senior Engineer Assistant Maintenance Worker	0009	21.69	24.10	24.72	25.37	26.01	26.65
Not Used	0010	21.89	24.32	25.44	26.57	27.69	28.85
Principal Engineer Assistant, Code Enforcement Officer II Senior Tax Map Technician Dog Control Officer-II	0011	23.58	26.19	27.38	28.59	29.80	31.05
Junior Engineer	0012	24.55	27.28	28.44	29.60	30.83	32.09
Assistant Civil Engineer	0013	25.54	28.38	29.47	30.59	31.86	33.16
Land Surveyor	0014	28.12	31.24	32.19	33.40	34.42	35.43

Employees shall move to the next step in their job range pay group effective the start of the next pay period following their own anniversary date of employment.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title's pay group that would give the employee an hourly rate increase. The effective date of starting in the new job title would now become the anniversary date for movements in steps in that pay group.

** January 1, 2016: a one-time Ratification Bonus of \$1,000, not added to base salary

APPENDIX "C-2" – 2016 Salary Schedule

2016 SALARY SCHEDULE C.S.E.A. - WHITE COLLAR UNION

APPENDIX "C" EFFECTIVE 01/01/2016 – 12/31/2016

ADJUSTMENT TO PUBLIC SAFETY DISPATCHER TITLE ONLY, EFFECTIVE APRIL 1, 2016

POSITIONS INCLUDED	RANGE	"1st Yr"	A	B	C	D	E
Cleaner Attendant I	0001	12.73	14.15	14.64	15.16	15.66	16.16
Cleaner Attendant II	0002	13.20	14.67	15.20	15.72	16.27	16.82
Clerk, Clerk Typist- I, Police Clerk,	0003	13.68	15.20	15.70	16.27	16.82	17.37
Assessment Clerk, Aquatic Director, Clerk Typist- II	0004	15.64	17.38	18.05	18.76	19.45	20.15
Assistant Maintenance Worker Public Safety Dispatcher	0005	16.36	18.17	18.92	19.71	20.50	21.27
Assistant Director of Recreation, Dog Control Officer-I	0006	17.63	19.59	20.64	21.72	22.95	23.69
Engineer Assistant, Asst. Code Enforcement Officer-I	0007	18.10	20.11	21.20	22.28	23.28	24.24
Construction Inspector, Code Enforcement Officer-I	0008	18.80	20.89	21.96	23.10	24.09	25.06
Real Property Appraiser Assistant Code Enforcement Officer-II Senior Engineer Assistant Maintenance Worker	0009	21.69	24.10	24.72	25.37	26.01	26.65
Not Used	0010	21.89	24.32	25.44	26.57	27.69	28.85
Principal Engineer Assistant, Code Enforcement Officer II Senior Tax Map Technician Dog Control Officer-II	0011	23.58	26.19	27.38	28.59	29.80	31.05
Junior Engineer	0012	24.55	27.28	28.44	29.60	30.83	32.09
Assistant Civil Engineer	0013	25.54	28.38	29.47	30.59	31.86	33.16
Land Surveyor	0014	28.12	31.24	32.19	33.40	34.42	35.43

Employees shall move to the next step in their job range pay group effective the start of the next pay period following their own anniversary date of employment.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title's pay group that would give the employee an hourly rate increase. The effective date of starting in the new job title would now become the anniversary date for movements in steps in that pay group.

APPENDIX "D" – 2017 Salary Schedule

2017 SALARY SCHEDULE C.S.E.A. - WHITE COLLAR UNION
APPENDIX "D" EFFECTIVE 01/01/2017 – 12/31/2017

2.0% 2088 hours/261 days

POSITIONS INCLUDED	RANGE	"1st Yr"	A	B	C	D	E
Cleaner Attendant I	0001	12.98	14.43	14.93	15.46	15.97	16.48
Cleaner Attendant II	0002	13.46	14.96	15.50	16.03	16.60	17.16
Clerk, Clerk Typist- I, Police Clerk	0003	13.95	15.50	16.01	16.60	17.16	17.72
Assessment Clerk, Aquatic Director, Clerk Typist- II	0004	15.95	17.73	18.41	19.14	19.84	20.55
Assistant Maintenance Worker	0005	16.69	18.53	19.30	20.10	20.91	21.70
Assistant Director of Recreation, Dog Control Officer-I Public Safety Dispatcher	0006	17.98	19.98	21.05	22.15	23.41	24.16
Engineer Assistant, Asst. Code Enforcement Officer-I	0007	18.46	20.51	21.62	22.73	23.75	24.72
Construction Inspector, Code Enforcement Officer-I	0008	19.18	21.31	22.40	23.56	24.57	25.56
Real Property Appraiser Assistant Code Enforcement Officer-II Senior Engineer Assistant Maintenance Worker	0009	22.12	24.58	25.21	25.88	26.53	27.18
Not Used	0010	22.33	24.81	25.95	27.10	28.24	29.43
Principal Engineer Assistant, Code Enforcement Officer II Senior Tax Map Technician Dog Control Officer-II	0011	24.05	26.71	27.93	29.16	30.40	31.67
Junior Engineer	0012	25.04	27.83	29.01	30.19	31.45	32.73
Assistant Civil Engineer	0013	26.05	28.95	30.06	31.20	32.50	33.82
Land Surveyor	0014	28.68	31.86	32.83	34.07	35.11	36.14

Employees shall move to the next step in their job range pay group effective the start of the next pay period following their own anniversary date of employment.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title's pay group that would give the employee an hourly rate increase. The effective date of starting in the new job title would now become the anniversary date for movements in steps in that pay group.

APPENDIX "E" – 2018 Salary Schedule

2018 SALARY SCHEDULE C.S.E.A. - WHITE COLLAR UNION APPENDIX "E" EFFECTIVE 01/01/2018 – 12/31/2018

2.0% 2088 hours/261 days

POSITIONS INCLUDED	RANGE	"1st Yr"	A	B	C	D	E
Cleaner Attendant I	0001	13.24	14.72	15.23	15.77	16.29	16.81
Cleaner Attendant II	0002	13.73	15.26	15.81	16.35	16.93	17.50
Clerk, Clerk Typist- I, Police Clerk	0003	14.23	15.81	16.33	16.93	17.50	18.07
Assessment Clerk, Aquatic Director, Clerk Typist- II	0004	16.27	18.08	18.78	19.52	20.24	20.96
Assistant Maintenance Worker	0005	17.02	18.90	19.69	20.50	21.33	22.13
Assistant Director of Recreation, Dog Control Officer-I Public Safety Dispatcher	0006	18.34	20.38	21.47	22.59	23.88	24.64
Engineer Assistant, Asst. Code Enforcement Officer-I	0007	18.83	20.92	22.05	23.18	24.23	25.21
Construction Inspector, Code Enforcement Officer-I	0008	19.56	21.74	22.85	24.03	25.06	26.07
Real Property Appraiser Assistant Code Enforcement Officer-II Senior Engineer Assistant Maintenance Worker	0009	22.56	25.07	25.71	26.40	27.06	27.72
Not Used	0010	22.78	25.31	26.47	27.64	28.80	30.02
Principal Engineer Assistant, Code Enforcement Officer II Senior Tax Map Technician Dog Control Officer-II	0011	24.53	27.24	28.49	29.74	31.01	32.30
Junior Engineer	0012	25.54	28.39	29.59	30.79	32.08	33.38
Assistant Civil Engineer	0013	26.57	29.53	30.66	31.82	33.15	34.50
Land Surveyor	0014	29.25	32.50	33.49	34.75	35.81	36.86

Employees shall move to the next step in their job range pay group effective the start of the next pay period following their own anniversary date of employment.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title's pay group that would give the employee an hourly rate increase. The effective date of starting in the new job title would now become the anniversary date for movements in steps in that pay group.

APPENDIX "F" – 2019 Salary Schedule

2019 SALARY SCHEDULE C.S.E.A. - WHITE COLLAR UNION
APPENDIX "F" EFFECTIVE 01/01/2019 – 12/31/2019

2.0%

2088 hours/261 days

POSITIONS INCLUDED	RANGE	"1st Yr"	A	B	C	D	E
Cleaner Attendant I	0001	13.50	15.01	15.53	16.09	16.62	17.15
Cleaner Attendant II	0002	14.00	15.57	16.13	16.68	17.27	17.85
Clerk, Clerk Typist- I, Police Clerk	0003	14.51	16.13	16.66	17.27	17.85	18.43
Assessment Clerk, Aquatic Director, Clerk Typist- II	0004	16.60	18.44	19.16	19.91	20.64	21.38
Assistant Maintenance Worker	0005	17.36	19.28	20.08	20.91	21.76	22.57
Assistant Director of Recreation, Dog Control Officer-I	0006	18.71	20.79	21.90	23.04	24.36	25.13
Engineer Assistant, Asst. Code Enforcement Officer-I Public Safety Dispatcher	0007	19.21	21.34	22.49	23.64	24.71	25.71
Construction Inspector, Code Enforcement Officer-I	0008	19.95	22.17	23.31	24.51	25.56	26.59
Real Property Appraiser Assistant Code Enforcement Officer-II Senior Engineer Assistant Maintenance Worker	0009	23.01	25.57	26.22	26.93	27.60	28.27
Not Used	0010	23.24	25.82	27.00	28.19	29.38	30.62
Principal Engineer Assistant, Code Enforcement Officer II Senior Tax Map Technician Dog Control Officer-II	0011	25.02	27.78	29.06	30.33	31.63	32.95
Junior Engineer	0012	26.05	28.96	30.18	31.41	32.72	34.05
Assistant Civil Engineer	0013	27.10	30.12	31.27	32.46	33.81	35.19
Land Surveyor	0014	29.84	33.15	34.16	35.45	36.53	37.60

Employees shall move to the next step in their job range pay group effective the start of the next pay period following their own anniversary date of employment.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job title's pay group that would give the employee an hourly rate increase. The effective date of starting in the new job title would now become the anniversary date for movements in steps in that pay group.