

Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Hamburg, Town of and Town of Hamburg White Collar Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 815 (2015) (MOA)**

Employer Name: **Hamburg, Town of**

Union: **Town of Hamburg White Collar Unit, CSEA, AFSCME, AFL-CIO**

Local: **815, 1000**

Effective Date: **01/01/2015**

Expiration Date: **12/31/2019**

PERB ID Number: **7379**

Unit Size:

Number of Pages: **52**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

WC/7379

~AGREEMENT~

by and between the

TOWN OF HAMBURG

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000 AFSCME, AFL-CIO

TOWN OF HAMBURG WHITE COLLAR UNIT



January 1, 2015 - December 31, 2019

1/1/15 - 12/31/19

TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
ARTICLE 1 RECOGNITION.....	4
1.1 Recognition	4
1.2 New Positions Within the Bargaining Unit.....	5
ARTICLE 2 MANAGEMENT RIGHTS	5
ARTICLE 3 NO STRIKE CLAUSE.....	6
3.1 No Strikes.....	6
3.2 Penalties	6
3.3 Participation in Strikes	6
3.4 No Lock Out.....	6
ARTICLE 4 NON-DISCRIMINATION.....	6
4.1 Non-Discrimination.....	6
4.2 Union Membership.....	7
4.3 Representation of Employees.....	7
4.4 State or Federal Jurisdiction.....	7
4.5 References	7
ARTICLE 5 UNION DUES.....	7
5.1 Deduction of Union Dues.....	7
5.2 Agency Shop	7
5.3 Deduction Errors	8
ARTICLE 6 RELATIONS WITH UNION	8
6.1 CSEA Representatives Visitation.....	8
6.2 Contract Negotiations.....	8
6.3 Time Off for Union	9
6.4 Bulletin Boards.....	9
6.4.1 Exclusive Bulletin Board Space	9
6.4.2 Prohibited Material	9
6.4.3 Town Rights Reserved.....	9
ARTICLE 7 GRIEVANCE AND ARBITRATION.....	9
7.1 Definitions	9
7.1.1 Grievance Definition	9
7.1.2 Day Definition	10
7.1.3 Work Day Definition	10
7.2 Rights of the Parties	10
7.2.1 Written Statements and Records.....	10
7.2.2 Submission of Briefs	10
7.3 Time Limits	10
7.4 Grievance Procedure	11
7.5 Arbitration Procedure.....	11
7.5.2 Arbitrator Appeal.....	11
7.5.3 Arbitrator Decision.....	11
7.5.4 Arbitration Cost	11
7.5.5 Employee Release Time	12

7.5.6	Final and Binding Decision	12
ARTICLE 8 DISCIPLINE AND DISCHARGE.....		12
8.1	Procedure.....	12
8.2	Personnel Files	12
ARTICLE 9 SENIORITY		13
9.1	Definition	13
9.2	Probationary Employee.....	14
9.3	Seniority Tie-breaking.....	14
9.4	Loss of Seniority	14
9.5	Probationary Period.....	14
9.5.1	Probationary Term.....	14
9.5.2	Probationary Status.....	15
9.5.3	Ability to Revert Back to Former Position.....	15
9.6	Job Vacancies.....	15
9.7	Layoff Procedure.....	15
ARTICLE 10 HOURS OF WORK.....		16
10.1	Normal Hours	16
10.2	Payroll Period	16
10.3	Overtime	16
10.4	Overtime Distribution.....	17
10.5	Compensatory Time	17
10.6	Flex Time.....	17
10.7	Time Clocks.....	17
10.8	Recall Minimum.....	17
ARTICLE 11 TIME OFF.....		18
11.1	Vacations	18
11.1.1	Vacation Accrual Amounts	18
11.1.2	Calculating Continuous Service	18
11.1.3	Vacation Scheduling.....	19
11.1.4	Vacation Pay on Retirement.....	19
11.1.5	Vacation Sell Back	19
11.2	Emergency Day	19
11.3	Sick Leave	20
11.3.1	Sick Leave Accrual Rates.....	20
11.3.2	Sick Leave Utilization	20
11.3.3	Required Proof.....	20
11.3.4	Required Notice.....	20
11.3.5	False Representation.....	21
11.3.6	Workers' Compensation.....	21
11.3.7	Restrictions	21
11.3.8	Sick Leave Bank.....	21
11.3.9	Sick Leave Sell-Back.....	22
11.4	Personal Leave.....	22
11.5	Bereavement Leave	22
11.6	Jury Duty Leave.....	23
11.7	Holidays.....	23
11.7.1	Holidays Included.....	23

11.7.2	Weekend Holidays.....	24
11.7.3	Holiday Worked	24
11.7.4	Computing Overtime	24
11.7.5	Holidays During Vacations	24
11.7.6	Restrictions	24
11.8	Leaves Without Pay.....	24
11.9	Maternity Leave.....	25
11.10	Military Leave	25
11.11	Cancer Screening Leave	25
11.12	Leave for Blood Donation	25
ARTICLE 12	COMPENSATION.....	25
12.1	Hourly Rate.....	25
12.2	Longevity.....	26
12.3	Out of Title Work	26
12.3.1	Higher Classification	26
12.3.2	Lower Classification.....	26
12.3.3	Acting Department Head.....	26
12.4	Auto Allowance.....	27
ARTICLE 13	PENSIONS AND INSURANCE	27
13.1	Retirement Benefits	27
13.2	Payment of Unused Sick Leave.....	27
13.3	Health Insurance	27
13.4	Health Insurance Rebate	29
13.5	Dental Plan	30
13.6	Vision Plan	30
13.7	Health Insurance Upon Completion of Ten (10) Years Continuous Full-Time Service	31
13.8	Surviving Spouse of Retired Employee.....	31
13.9	Changes in Health Insurance	32
ARTICLE 14	SAFETY AND HEALTH COMMITTEE	32
14.1	Establishment and Responsibilities	32
14.2	Time Off	32
14.3	Safety Apparel and Equipment.....	33
14.3.1	Required Apparel.....	33
14.3.2	Additional Apparel	33
14.3.3	Reimbursable Items	33
ARTICLE 15	LEGISLATIVE PROVISION.....	33
ARTICLE 16	SAVINGS CLAUSE.....	34
ARTICLE 17	SCOPE OF AGREEMENT.....	34
17.1	Proposals and Demands.....	34
17.2	Entire Agreement.....	34
ARTICLE 18	DURATION.....	34
APPENDIX A	– SALARY SCHEDULE 01/01/15 – 03/03/15	36
APPENDIX B	– SALARY SCHEDULE 04/01/15 – 12/31/16	38
APPENDIX C	- SALARY SCHEDULE – 01/01/17 – 06/14/17	40
APPENDIX D	– SALARY SCHEDULE – 06/15/17 – 12/31/17	42
APPENDIX E	– SALARY SCHEDULE – 01/01/18 – 03/30/18	44

APPENDIX F – SALARY SCHEDULE – 04/01/18 – 12/31/18	46
APPENDIX G – SALARY SCHEDULE – 01/01/19 – 12/31/19	48

THIS AGREEMENT by and between the TOWN OF HAMBURG, NEW York (hereinafter called "Town or "Employer"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO (hereinafter called "CSEA").

WITNESSETH:

In consideration of the mutual promises herein contained, the parties hereto mutually agree as follows:

ARTICLE 1 RECOGNITION

1.1 Recognition

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 mandatory subjects concerning wages, hours and conditions of employment, processing of grievances and discipline of Town employees who hold a permanent Civil Service appointment to the titles included in the bargaining unit by the New York State Public Employment Relations Board and in certification case number C-2660 as follows:

Account Clerk/Typist	Paralegal
Assessment Clerk	Police Clerk
Assistant Code Enforcement Officer	Principal Engineering Assistant
Assistant Director of Community Development	Program Coordinator
Assistant Director – Housing & Bldg Insp. Prog.	Recreation Attendant
Assistant Executive Director – Youth Board	Recreation Leader
Assistant Planner	Recreation Specialist
Cleaner	Real Property Appraiser
Clerk	Real Property Appraisal Technician
Clerk Typist	Senior Account Clerk
Clerk Stenographer	Senior Assessment Clerk
Code Enforcement Officer	Senior Clerk
Community Development Assistant	Senior Clerk Stenographer
Community Development Aide	Senior Clerk/Typist
Computer Operator	Senior Computer Operator
Computer Support Technician	Senior Engineering Assistant
Coordinator of DARE	Senior Engineering Drafts worker
Court Clerk	Senior Program Coordinator
Data Entry Operator	Tax Manager
Dog Control Officer	Telephone Operator
Domestic Violence Advocate	Youth Counselor
Drafts worker	
Messenger	

Excluded Titles	Computer Operator (Finance)	Personnel Clerk (Finance)
	Computer Support Technician (Finance)	Sr. Computer Operator (Finance)
	Data Entry Control Operator (Finance)	Sr. Account Clerk (Finance)
	Payroll Clerk (Finance)	
And all part time (average less than twenty (20) work hours per week or hired to work for less than one (1) year) and seasonal employees, and all other employees of the Town.		

1.2 New Positions Within the Bargaining Unit

It is agreed and understood that if a new title within the bargaining unit is created during the life of this Agreement, the Town will, within its sole and exclusive discretion, designate the job classification and the rate structure of said title. The Town shall, within two (2) weeks after such creation, notify the Union of the new position.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 Management Rights

The Town, the Union and the employees agree that the rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town through its Supervisor, Board and department heads. It is understood and agreed that the Town possesses the sole right and authority to operate and direct the employees of the Town and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. These rights and responsibilities include, by way of illustration and without being limited, rights to determine its mission, policies and to set forth all standards of service offered to the public; to plan, direct, control and determine the operation or services to be conducted by the employees of the Town; to determine the methods, means, number of personnel needed to carry out the Town's and its departments' mission; to direct the working forces; to hire and assign or to transfer employees within the Town and its departments; to promote, suspend, discipline or discharge for just cause, to schedule and assign work; to establish work and productivity standards; to assign overtime; to layoff or recall employees; to establish, distribute, modify and enforce reasonable rules of employee conduct and safety (including rules and standards on absenteeism and tardiness) and manuals of operating procedures and safety regulations; to establish, change or discontinue any employee benefits not mentioned in this Agreement or which are in excess of or in addition to those provided in this Agreement; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to take any and all actions as may be necessary to carry out the mission of the Town in situations of civil emergency as may be declared by the Town through its Supervisor and/or Board; and all rights pertaining to the operation and management of the Town that are not specifically given in this Agreement to the Union or the employees. The failure of the Town to exercise any of the rights as provided in this Article shall not be construed as the waiver of these rights. Except when it can be

reasonably shown that the conduct or action by the Town is in violation of a specific provision of this Agreement, the right to operate and manage business and affairs of the Town, direct the working forces, and to unilaterally exercise the rights and authority as provided and illustrated in this Article shall not be subject to any grievance procedure, nor arbitration, as provided for in this Agreement, nor to advance collective bargaining.

ARTICLE 3 **NO STRIKE CLAUSE**

3.1 **No Strikes**

The Union recognizes the status of the members of its bargaining unit as "public employees" and the provisions of law applicable thereto which prohibits strikes, willful absence from one's position, stoppage of work or the abstinence, in whole or in part, from the full, faithful, proper performance of the duties of employment, for the purpose of inducing, influencing, coercing a change in conditions of compensation, or the rights, privileges and obligations of employment.

3.2 **Penalties**

The Union further recognizes that any public employee who engages in said acts is subject to the penalties provided under the New York State Law.

3.3 **Participation in Strikes**

Without limiting the foregoing, the Union and members of its bargaining unit agree that neither the Union nor any bargaining unit member will collectively, concertedly or individually engage in or participate, directly or indirectly, in any strike, slowdown, work stoppage or other interference with work or other Town operation or program of any nature whatsoever, and will not refuse to cross any picket line to perform any work within the employee's job duties as a result of any dispute, disagreement, strike or picket line involving persons, unions, associations, municipalities or corporations regardless of whether or not they are parties to this Agreement. In the event that a strike or other violation of this Article occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible. Failure of the Union to issue the orders to take the action herein shall be considered in determining whether or not the Union caused or authorized the strike.

3.4 **No Lock Out**

The Employer agrees that it will not lock out any employee or group of employees covered under this Agreement.

ARTICLE 4 **NON-DISCRIMINATION**

4.1 **Non-Discrimination**

Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws.

4.2 Union Membership

Membership in the Union will not be a condition of employment, nor will the Town discriminate in hiring or promoting employees or otherwise because of an employee's membership or participation in the Union or his refusal to join such organization. Further, the Union shall not discriminate or cause the discrimination in any way of an employee who refuses to participate, join, or continue membership in the Union.

4.3 Representation of Employees

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

4.4 State or Federal Jurisdiction

In the event a grievance involves a claim of discrimination which lies within the clear jurisdiction of a State or Federal Agency of Government to process or adjudicate, the employee shall be given the right to elect either the governmental agency or arbitration under this Article of the Agreement. As a pre-condition to arbitration, the Union and the employee shall sign a waiver of any and all rights to pursue the matter in any other forum, and shall certify that no other action has been commenced in such forum.

4.5 References

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include the female employees.

ARTICLE 5 UNION DUES

5.1 Deduction of Union Dues

An employee desiring to become a member of the Union may execute a written authorization in the form approved by the Union. Upon receipt of the authorization from the employee, the Town shall, pursuant to the authorization, deduct from the wages due the employee each pay period. The Town shall remit to the Union all deductions for dues and CSEA-sponsored insurance made from the salary of the employees for the preceding month, together with a list of all employees from whom dues have been deducted to: Civil Service Employees Association, Inc., 143 Washington, Albany, New York. A deduction authorized by an employee shall continue as long as so authorized unless and until such employee notifies the Finance Department of the Town of his desire to discontinue or to change his authorization in writing.

5.2 Agency Shop

For all employees who have received a permanent appointment for those titles included in the bargaining unit as set forth in Section 1.1 and for all employees who have occupied a title in the bargaining unit as set forth in Section 1.1 for eighteen (18) months but have not received a permanent appointment to such title, the CSEA shall be entitled to have an amount equivalent to the annual dues levied by the CSEA deducted from the wages and salaries of such employees. The fiscal or disbursing officer shall deduct and transmit the amount of monies as determined by the employment status (part-time or full-time) of the employee(s) who is not a member and as established by CSEA to the CSEA in the same form and manner that he or she is transmitting the dues paid by employees who are members. All agency fees deducted shall be sent to CSEA at the address set forth in Section 5.1 of this Article 5 each pay period. The agency fee deduction shall be accompanied by a list indicating the name and address of those employees who are not members of CSEA.

5.3 Deduction Errors

If the Town through inadvertence or error fails to make a deduction which is properly due and owing from a bargaining unit member's paycheck, such deduction will be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Town shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum.

ARTICLE 6 RELATIONS WITH UNION

6.1 CSEA Representatives Visitation

No Union representative may enter the Town's property to conduct Union business of any nature whatsoever without the advance permission (not less than twenty-four (24) hours prior to the time of entry) of the appropriate Department Head or designee. Such request shall not be unreasonably denied. It is agreed and understood that such Union representative, while on Town property, shall not in any way interfere with the work duties or work performance of any of the employees without such employee's Department Head or designee's prior permission. It is further agreed and understood that any meeting planned between employees and Employer representatives during regular working hours to address grievances or administer the agreement shall be with pay.

6.2 Contract Negotiations

The Employer will give time off with pay for no more than four (4) members of the Local Union Contract Negotiating Team to participate in contract negotiations, if such meetings are held during their regular working hours with the agreement of the Employer. It is further agreed and understood that there shall not be more than one (1) member of the Local Union Contract Negotiation Team holding the same job title in the same department.

6.3 Time Off for Union

Unless otherwise provided for in this Agreement, all time taken off to handle Union affairs or business during scheduled work hours shall not be paid for by the Town except that Union Representatives shall be granted a total of (aggregate) eight (8) days off yearly with full pay for attending Union conferences, conventions and training sessions. Requests for any Union time off shall be written notification to the employee's Department Head at least five (5) calendar days in advance. Such time off, if timely requested, shall be granted to the extent permitted by the operational needs of the department as determined by the Department Head.

6.4 Bulletin Boards

6.4.1 Exclusive Bulletin Board Space

The Town shall provide exclusive bulletin board space consisting of one (1) board at a location mutually accepted by the Town and the Union at the Town Hall for the purpose of posting 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's Supervisor or his designee.

6.4.2 Prohibited Material

No material which is profane or obscene, defamatory of the Town and/or its representatives or employees or is political in any way, or is in any way detrimental to labor/management relations shall be posted. Upon written demand from the Town, the Union shall promptly remove from such bulletin board any such material. If the Union objects to the Town's interpretation, it may grieve the issue immediately going to arbitration.

6.4.3 Town Rights Reserved

The Town retains ownership of the bulletin board. In the event that the Union fails to so remove material or otherwise violates this Article, the Town reserves the right to permanently remove the material or the bulletin board upon which such material is posted.

ARTICLE 7 GRIEVANCE AND ARBITRATION

7.1 Definitions

7.1.1 Grievance Definition

"Grievance" shall mean any claimed violation, interpretation, or inequitable application of this Agreement. This term does not include any matter involving any employee's retirement benefits, exercise of any management prerogative not inconsistent with the terms of this Agreement, any matter which is otherwise reviewable pursuant to law, and any statute, ordinance or any rule or regulation having the force and effect of law.

7.1.2 Day Definition

"Day" refers to calendar day and not workday.

7.1.3 Work Day Definition

"Work Day" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of a grievance procedure.

7.2 Rights of the Parties

7.2.1 Written Statements and Records

Each party shall have access upon written demand to the other, to written statements or records which are presented as evidence by the other party at any arbitration hearing at least five (5) working days in advance of such hearing.

7.2.2 Submission of Briefs

Each party shall have the right to submit briefs to support or refute allegations of the other.

7.3 Time Limits

The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievance to proceed within a time limit set forth shall terminate the grievance with prejudice at that step. The failure of the Employer to answer within the time limit set forth requires a grievance to proceed to the next step of grievance procedure within a timely manner as though the grievance had received a timely answer from the Employer.

A grievant shall have the right, if he so desires, to be represented by the Union at any step of the grievance procedure. It is understood that a covered Employee individually or a group of employees which include the Union or the Town may utilize the grievance and arbitration procedure herein.

Upon the mutual agreement of the parties, the Union, through its President, may file Union grievances at Step 2 of the grievance procedure. Time limits for initiating a grievance shall be applicable to such Step 2 filing.

7.4 Grievance Procedure

Step 1. An Employee aggrieved shall present his grievance in writing, on a form to be provided, signed by the grievant setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of this Agreement alleged to have been violated, and the relief sought to the Town Supervisor or his designee within ten (10) working days from the occurrence of the grievance. Failure to submit a grievance containing all these elements shall terminate the grievance with prejudice at that point. Upon written request of the grievant to the Town Supervisor, if such request is made simultaneously with the filing of the grievance, the Town Supervisor shall hold an informal meeting within ten (10) working days after receiving such written request. The Town Supervisor or his/her designee shall render a decision in writing within ten (10) working days of receipt of the grievance or date of meeting, whichever comes later.

Step 2. If the answer is not satisfactorily resolved the grievant may within five (5) working days request in writing a meeting with the Town Supervisor or his/her designee who shall meet within ten (10) working days with the grievant and the Union to discuss the grievance. Not later than five (5) working days after said meeting the Town Supervisor or his/her designee shall give his answer in writing providing a copy to the grievant and the Union of his/her decision.

7.5 Arbitration Procedure

7.5.1 Arbitration Appeal

If the Union is not satisfied with the decision of the grievance rendered by the Town Supervisor this decision may be appealed to arbitration within twenty (20) working days of the receipt of such decision. Such appeal shall be in writing and must be received by the Town Supervisor within such twenty (20) working day period.

7.5.2 Arbitrator Appeal

Either party will have the right to request a list of names of five (5) arbitrators from the New York State Public Employment Relations Board who shall be selected pursuant to PERB Rules. But in no event, shall said request be made more than thirty (30) working days after submission of a timely appeal as provided for in Section 7.5.1 above.

7.5.3 Arbitrator Decision

The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the written position of both parties.

7.5.4 Arbitration Cost

The cost of any arbitration hearing will be borne equally by the parties.

7.5.5 Employee Release Time

Any time off taken by an aggrieved Employee as a result of the arbitration, including preparation therefore, shall be without pay except for time actually spent at the hearing.

7.5.6 Final and Binding Decision

The decision of the arbitrator shall be final and binding on both parties and shall be based solely upon his interpretation of the meaning of application of the express terms of this Agreement to the facts of the grievance presented. He shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement and shall act in a judicial, not legislative, capacity.

ARTICLE 8 DISCIPLINE AND DISCHARGE

8.1 Procedure

The Town shall follow a policy of progressive discipline; however, this progressiveness shall not preclude the Town from advancing discipline and disciplinary penalties.

Disciplinary Procedure: The following sets forth the sole and exclusive disciplinary and discharge procedures covering all permanent employees in the bargaining unit:

(1) If the Town determines that an employee should be disciplined, such employee may be disciplined depending upon the circumstances of each case. At the time the action is taken, the employee may request the presence of an appropriate Union representative if he so desires.

(2) If an employee who has been disciplined or discharged considers such action to be unjust, he may file a grievance, signed by the employee, within ten (10) work days, exclusive of the date of disciplinary action taken, with the Town Supervisor. Such grievance shall be in writing, signed by the employee, and shall set forth the reasons for contesting the discipline and mitigating circumstances. Such grievance shall be treated as a grievance as set forth in the Grievance Procedure contained in this Agreement and shall be reviewed in accordance with the procedures set forth therein. If the decision of the Town Supervisor pursuant to said Grievance Procedure is unacceptable, the employee, through the Union, may utilize the Arbitration Procedure as provided for in this Agreement. The failure to file a grievance within the time frame hereinabove specified or timely appeal to arbitration shall constitute an acceptance of the disciplinary penalty and settle the matter with prejudice in its entirety.

8.2 Personnel Files

Upon appropriate request, an employee may inspect his/her personnel file(s), subject to the following:

(1) Inspection shall occur during the Town's normal business hours, at a time and in a manner mutually acceptable to the employee and the Town. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to such grievance may have a representative present during such inspection.

(2) Copies of materials in an employee's personnel file shall be provided to the employee upon request of such materials or to be used in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of the duplication.

(3) Pre-employment information, e.g., reference checks and responses, or information provided to the Town with the specific request that it remain confidential, shall not be subject to inspection or copying.

(4) The Employer agrees that there shall not be more than one (1) personnel file on any employee covered by this Agreement.

(5) An employee shall be notified if a non-standard document is placed in the employee's personnel file that addresses the employee's work performance or conduct. The Town shall notify the employee by either directly presenting a copy of the document to the employee, or by sending a copy of the document by certified mail.

(6) An employee may submit one response to a non-standard document that is placed in the employee's personnel file that addresses the employee's work performance or conduct. Such response must be no longer than one page (8 1/2 x 11), must be limited in scope to address only the allegations contained in the document placed in the personnel file, and must be submitted within 5 working days from the time the employee is notified of the document. Any response that fails to comply with these standards may be rejected in the Town's discretion.

ARTICLE 9 **SENIORITY**

9.1 **Definition**

"Seniority" means the length of an employee's continuous service in the Town of Hamburg White Collar Unit from the last date of hire. As used in this paragraph, "continuous service" includes only those periods when an employee is on the Employer's active payroll and those periods when the employee is:

- (1) on leave of absence;
- (2) on layoff;
- (3) called to active duty with the United States Armed Forces or with the National Guard;
- (4) absent from, and unable to perform the duties of his position by reason of a disability from occupational injury or disease;
- (5) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's "continuous service", notwithstanding that

such service may not have been in the White Collar Unit of the Town of Hamburg.

9.2 Probationary Employee

An employee who is on probation does not have any seniority. An employee acquires seniority, as defined in Section 9.1, on the day following his last day of probation, retroactive to the day of appointment.

9.3 Seniority Tie-breaking

If two or more employees are appointed on the same date, their relative seniority shall be in the order of the grades attained (i.e., without application of veterans or other preference points) on the Civil Service examination taken by them for employment eligibility. Where two such employees have the same grade, their relative seniority shall be made by the flip of a coin.

9.4 Loss of Seniority

Subject to the applicable provisions of the Civil Service Law, if any, an employee who loses his seniority and is terminated on the day on which any one or more of the following occur:

- (1) he resigns and is not reinstated within the period permitted by law;
- (2) he is discharged for just cause;
- (3) he retires;
- (4) he refuses a recall;
- (5) he has been on layoff for a continuous period in excess of two (2) years or upon completion of his period of eligibility on a preferred list pursuant to the Civil Service Laws;
- (6) he has been absent from, and unable to perform duties of his position for a continuous period of not less than one (1) year by reason of a disability resulting from occupational injury or disease;
- (7) he fails to return to work within ten (10) consecutive working days after a notice of recall has been sent to him, unless an emergency exists as determined by the Town Board;
- (8) he fails to return to work on the working day following the day his leave of absence expires, unless an emergency exists as determined by the Town Board.

9.5 Probationary Period

9.5.1 Probationary Term

Each employee covered under this Agreement shall serve a probationary term not less than eight (8) weeks nor more than fifty-two (52) weeks (12 weeks for permanently transferred employees) as determined by the Town within its sole and exclusive discretion. All new employees, rehired employees, promoted employees and

permanently transferred employees shall be considered as probationary employees and must successfully complete a probationary period before obtaining permanent employee status. During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Town from their probationary position and neither the reason for nor the disciplinary action, discharge, layoff or dismissal from the probationary period may be the subject of a grievance and/or judicial review. The Town will provide written notification to the CSEA President that an employee has completed probation on or before the 10th working day after the employee has completed probation.

9.5.2 Probationary Status

In the case of a layoff, bumping and recall, there shall be no seniority among probationary employees. Upon the successful completion of the probationary period, the employee shall obtain permanent employee status. These employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment, less any adjustments.

9.5.3 Ability to Revert Back to Former Position

All employees who are promoted or transferred will be able to revert back to their permanent position at any time during the probationary period. These employees will continue to maintain and incur all benefits as defined in the contract.

9.6 Job Vacancies

The Town shall post a notice of a permanent vacancy in a bargaining unit position on the bulletin board at least fifteen (15) calendar days prior to its filling by the Town. The Town shall fill such vacancy within its sole and exclusive discretion from among the applicants who meet the standards of the job requirements, as defined by Civil Service Job description. If the Town considers all factors to be equal, seniority, if any, shall be the determining factor in selection.

The Town endorses the policy of promoting from within. Therefore, the Town, shall utilize promotional lists, to the extent permitted under the New York State Civil Service Law to fill vacant bargaining unit positions, if the Town determines that the best interest of the Town shall be served by the use of such lists.

9.7 Layoff Procedure

Whenever the Town determines to layoff bargaining unit personnel, the Town Supervisor shall notify the Union President of the titles designated for layoff when the Town Board shall direct the same.

The Town shall provide written notice to the affected employees at least two (2) weeks prior to the actual layoff date. The Union President shall also receive a copy of this notice.

Promotions, layoffs and recalls shall be in accordance with the New York State Civil Service Law. Any layoffs of competitive class employees shall be made in accordance with Sections 80 and 81 of the New York State Civil Service Law and the Erie County Civil Service Rules.

When there will be a layoff within a department of a non-competitive job classification, the least senior employee of that job classification may bump another employee in that department in another non-competitive job classification with less departmental seniority provided the employee doing the bumping can meet the minimum qualifications and perform the required work.

ARTICLE 10 HOURS OF WORK

10.1 Normal Hours

The provisions of this Article are intended only to define the normal hours of work and provide a basis for calculating overtime and shall not be construed as a guarantee of a work year of 2,080 hours. It is agreed that there shall be no duplications or pyramiding of overtime. Paid overtime rates will be calculated on the basis of the employee's straight-time rate by dividing the employee's base annual salary by 2,080.

10.2 Payroll Period

For overtime purposes, the payroll period shall begin at 12:01 a.m. Monday and end midnight the following Sunday. The normal workweek for full-time employees shall consist of five (5) days in such seven (7) day period as is the present practice. The starting and quitting times, lunch periods, coffee breaks and wash-up times shall be continued as is the present practice. The exception to the above is that the Town may change the times and periods as mentioned above by not more than one (1) hour after providing two (2) weeks' advance notice of such changes to the Union in writing and all affected employees. The Town may change these times only twice in the same calendar year and the time changes may be done in a single department, multiple departments or Town-wide. Any such changes, even if made in multiple departments, constitute one (1) change. Any such changes may be made for an entire department or for any classification in the department, provided such classification has more than one (1) occupant in the affected department at the time the change is implemented. In no event will the Town start employees before 8:00 a.m. or later than 9:00 a.m. when exercising its right to change these times.

10.3 Overtime

Employees may be required to work overtime hours (hours in excess of forty (40) hours in a work week) and must work such overtime except for extenuating circumstances as determined by the Town Supervisor. Such overtime hours shall be paid at the rate of one and one-half (1 1/2) times the employee's straight-time rate for every overtime hour worked in the following pay period. For purposes of meeting the forty (40) hours in a workweek requirement, all paid time is considered time worked except paid sick leave time. All overtime hours must be previously approved by the Department Head.

10.4 Overtime Distribution

Every effort will be made by the Town to distribute overtime as equitably as practicable among the Employees within each job classification in each Department. This does not imply an equal distribution of overtime.

10.5 Compensatory Time

Compensatory time at time and one-half (1-1/2) may be granted at employee request in lieu of overtime pay at such times and in such time blocks as are mutually agreed between the involved employee and his/her department head. Compensatory time may be taken in blocks of fifteen (15) minutes or more. For full day absences, the employee should be charged eight (8) hours. If mutual agreement on compensatory time cannot be reached, the employee shall be paid for overtime hours worked.

10.6 Flex Time

During the term of this Agreement, bargaining unit employees in each department may submit, in writing and signed by all the department's bargaining unit employees, a flex-time work schedule with plan for coverage during the department's normal business hours to the employees' department head. If approved by the department head, the schedule and plan shall be submitted to the Town Supervisor or his designee, who may within his sole and exclusive discretion accept, reject or otherwise modify such schedule. If rejected, the Town will notify the Union, in writing, the reasons therefore.

10.7 Time Clocks

It is agreed and understood that the Town may, within its sole and exclusive discretion and upon seven (7) calendar days posted notice, require bargaining unit employees to utilize a time clock to record arrival and departure times at their work locations at the beginning and end of their work day and lunch periods. Time clocks, if required, shall be placed at each location having two (2) or more bargaining unit employees.

10.8 Recall Minimum

Employees recalled to work after the completion of their regular shift (whether pre-scheduled or on an emergency basis) will be paid the greater of one (1) hour pay at the applicable overtime rate under this contract or the number of hours actually worked at the

applicable overtime rate under this contract. The aforementioned one (1) hour minimum pay shall not apply to overtime that is a continuation of the employee's regular work shift.

ARTICLE 11 TIME OFF

11.1 Vacations

11.1.1 Vacation Accrual Amounts

Each employee shall receive vacation as follows, based on the date of his/her appointment:

- (a) Employees appointed between January 1st and June 30th will receive one (1) week vacation during the first calendar year of employment provided six (6) months of continuous full-time service has been completed within that calendar year.
Employees hired from July 1st through December 31st will not be eligible for a vacation in their first calendar year;
- (b) Two weeks vacation during each subsequent calendar year of continuous service through the completion of five (5) years of continuous service;
- (c) Three (3) weeks vacation after completion of five (5) years of continuous service;
- (d) Four (4) weeks vacation after completion of ten (10) years of continuous service.
- (e) Upon completion of fifteen (15) years of service, vacation shall be earned according to the following schedule:

<u>Years of Continuous Service</u>	<u>Days of Vacation</u>
15 Years	21 Days
16 Years	22 Days
17 Years	23 Days
18 Years	24 Days
19 Years	25 Days
20 Years	26 Days
27 Years	27 Days
28 Years	28 Days
29 Years	29 Days
30 Years	30 Days

11.1.2 Calculating Continuous Service

In calculating continuous service for Section 11.1, time spent on layoff or on unpaid leave of absence shall be deducted.

11.1.3 Vacation Scheduling.

Vacations shall be taken only at a time fixed by the Department Head under whom the employee works. In fixing such time, the Department Head shall, after giving primary consideration to the operating needs of the department, also give consideration to the desires of the employee as determined by seniority. Except by special permission of his Department Head, no employee may take vacation unless he has requested it at least three (3) weeks in advance of the first day of his requested vacation. An employee may take all of his vacation at one time or he may take it at different times but in units of one (1) day up to a maximum of five (5) days with the balance of not less than one (1) week each unless approved by the Department Head. All vacations shall be taken in the year in which the employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another unless special approval has been granted by the Town Board. Vacation must be taken in eight (8) hour blocks of time. Limited exceptions to vacation being taken in eight (8) hour blocks of time is at the discretion of the department head. In calculating the time taken for vacations, intervening holidays will not be counted as vacation days.

11.1.4 Vacation Pay on Retirement.

When an employee retires or resigns, he will be paid in his last regular bi-weekly salary check for any vacation to which he is entitled to but which has not been taken. In the case of the death of an employee, his estate shall receive payment for any vacation to which the employee was entitled to but which was not taken.

11.1.5 Vacation Sell Back

Ten (10) days of unused vacation at the employee's hourly rate multiplied by eight (8) hours per day may be sold back to the Town if the employee so notifies the Town's Personnel Office no later than December 1st.

11.2 Emergency Day

Whenever a special emergency day is declared for the Town by proclamation of the Town Supervisor, all employees except those employees who are required to work shall be allowed to utilize any accumulated vacation, personal leave or sick days at the employee's option, to avoid loss of pay for not working on such day. Calls to verify whether a special emergency day has been declared shall be to the Police Department of the Town.

In cases where a travel ban has been declared in the Town of Hamburg, employees shall receive the day off with pay, without being required to charge such day against their

accrued leave time, unless such employee is determined an essential employee, in which case the employee shall report to work.

11.3 Sick Leave

11.3.1 Sick Leave Accrual Rates

Each bargaining unit employee's accumulated sick leave prior to the execution of this Agreement shall remain in full force and effect thereafter, the employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each month the employee has been in full pay status excluding any time spent on paid sick leave for at least fifty percent (50%) of the working days of a calendar month. Bargaining unit employees hired after September 11, 2011 shall earn sick leave credits at the rate of one (1) day for each month the employee has been in full pay status excluding any time spent on paid sick leave for at least fifty percent (50%) of the working days of a calendar month. An employee may accumulate sick leave credits of up to a maximum of two hundred (200) days.

Sick leave may be taken in blocks of one (1) hour or more. For full day absences, the Employee should be charged eight (8) hours.

11.3.2 Sick Leave Utilization

Sick leave may only be utilized by an employee due to the employee's own disability, including doctor and dental appointments, and for the illness of a relative who resides in the employee's immediate household. An employee who takes sick leave of twelve (12) weeks or more to care for a relative in the employee's immediate household may not apply for additional leave under the Family Medical Leave Act to care for that same relative in a twelve (12) month period.

11.3.3 Required Proof

The Town may require within its discretion upon the expiration of four (4) continuous days of absence to have the employee submit a statement from the employee's physician setting forth the nature of the illness or disability, its length and treatment.

11.3.4 Required Notice

Each day an employee is on sick leave, he must report daily to his Department Head or his immediate supervisor. The employee shall state the nature of his illness or disability and the name of his attending physician, if any. Failure to report unless for reasons satisfactory to the Department Head or his designee, shall cause the day absented to be considered time off without pay not deductible from accumulated sick leave and shall also be considered an abuse of sick leave privileges subject to disciplinary action. If an employee is out in excess of one week, notification will be weekly.

11.3.5 False Representation

Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for disciplinary proceedings.

11.3.6 Workers' Compensation

When an employee receives compensation under the Workers' Compensation Law on account of disability, he shall elect in writing whether he desires to have sick leave with pay during the period of his disability for which he received Workers' Compensation. Such writing must be filed with the Office of the Town Supervisor. In the event that he elects to take sick leave with pay during such disability, he shall, for the period of disability not exceeding his accumulated sick leave credits, be paid the difference between what he receives as compensation and his regular rate of pay. If the employee elects to use his accumulated sick leave time while drawing Worker's Compensation, the number of his accumulated sick leave days to be deducted shall be determined by taking his average weekly wage, exclusive of overtime, less the amount of Workers' Compensation paid and dividing the result by the employee's daily rate of pay. It is agreed and understood that any time off as a result of any disability or compensable injury herein cannot be utilized for earning benefits provided for under this Agreement, nor shall any benefits be earned during said period.

11.3.7 Restrictions

When a department has approved sick leave, the employee shall be paid for his absence only to the extent that his accumulated but unused sick leave credits equal or exceed the days for which sick leave has been approved.

11.3.8 Sick Leave Bank

The Town shall establish a Sick Leave Bank. The Town shall initially contribute to the Bank two (2) sick leave days for each Employee and each Employee shall contribute one (1) of their accumulated sick leave days. Thereafter, on each January 1st, the Town shall contribute two (2) sick days for each Employee until the Bank reaches a maximum of one hundred (100) days. On succeeding January 1st after the Bank has reached that maximum, and if the Bank has fallen below one hundred (100) days because of days used by Employees pursuant to this Paragraph 11.3.8, the Town shall contribute as many days as may be required to bring the Bank up to one hundred (100) days, but not to exceed two (2) days contributed for each Employee. No employee shall be eligible to use Bank days unless he has exhausted all sick leave days and all other accruals personally available to him and until he has been absent from work because of illness or injury for a continuous period of at least ten (10) working days. An eligible Employee shall apply in writing to use Bank days and such application shall be approved or disapproved by majority vote of a committee consisting of the Town Supervisor and one (1) Employee chosen by CSEA. No Employee shall be entitled to use more than fifty (50) Bank days without reapplying and again receiving the approval of the Committee. Sick Leave Bank days cannot be

used to take a spouse or child to doctor or hospital or to stay home while spouse or child is convalescing.

11.3.9 Sick Leave Sell-Back

An employee may elect to sell back sick leave in blocks of eight (8) hours for each full day once each calendar year after the employee has reached the following levels:

100-135 days May sell back from one (1) to five (5) days of sick leave in blocks of eight (8) hours for each full day but must maintain a balance of one hundred (100) days.

136-165 days May sell back from one (1) to ten (10) days of sick leave in blocks of eight (8) hours for each full day but must maintain a balance of one hundred (100) days.

166-200 days May sell back from one (1) to fifteen (15) days of sick leave in blocks of eight (8) hours for each full day but must maintain a balance of one hundred (100) days.

An employee who elects to exercise this option must notify the Town Supervisor in writing on form PD 01/02 Sick Leave Sell-Back by October 1st of that calendar year and must have the above sick leave balances as of September 30th of that calendar year. The employee will be paid in the first full payroll period in November of that calendar year.

If an employee exercises this option the sick leave accruals being sold back will be encumbered by October 1st of that calendar year and will not be available for use by the employee unless they rescind their request. The employee will be paid at their regular straight time rate of pay as of October 1st of the calendar year in which the sick leave is sold back.

11.4 Personal Leave

After one (1) year of continuous service, employees shall be entitled to four (4) personal leave days yearly for personal business which cannot be reasonably accomplished outside of a regular work day or work week, including observance of required religious abstention from work, without charge to accumulated vacation, holiday or sick leave credit during the year. Submission of proof of such personal business and its requirement to be used during the regular work day or work week must be submitted to the employee's Department Head, if requested, to be eligible for payment of such personal leave days. Personal leave days not used during the regular course of the year will be added to accumulated sick leave up to a maximum accumulation permitted therein. Request to have a personal leave day shall be given by the employee to his Department Head or his designee at least one (1) day prior to said personal leave day unless a verified emergency exists. Employees may use personal leave in one (1) hour increments. Absences for a half-day should be charged 3.5 hours.

11.5 Bereavement Leave

An employee shall be allowed to absent himself from work without loss of pay for a period not to exceed four (4) consecutive working days, including the day of the funeral or memorial service, for the purpose of attending the funeral or memorial service and meeting other family obligations in connection with the death of a member of the employee's immediate family.

Immediate family shall be defined as follows: employee's spouse, child, child-in-law, step-child, parent, parent-in-law, step parent, sibling, sibling-in-law, grandparent or grandchild.

In cases where an employee's spouse, child, parent, sibling, grandparent or grandchild's death occurs after the employee reports to work, the employee shall be released for the rest of the workday at full pay and that day will not be counted as one (1) of the four (4) consecutive work days.

An employee shall be allowed to be absent from work without loss of pay for a period not to exceed two (2) consecutive working days, including the day of the funeral or memorial service, for the purpose of attending the funeral or memorial service and meeting other family obligations in connection with the death of a member of the employee's non-immediate family.

Non-immediate family shall be defined as: aunt and uncle.

In addition, an employee shall be granted a leave of absence without loss of pay on the day of the funeral or memorial service of any relative not listed in the categories above who resided in the employee's household.

Eligibility for payment of bereavement leave will be contingent upon submission of sufficient proof showing the employee's attendance at the funeral or memorial service and death of the immediate family member if requested by the employee's Department Head.

11.6 Jury Duty Leave

Upon presentation of proof of required service on a jury an employee will be paid the difference between the employee's regular rate of pay and the compensation received by the employee for such service plus toll and parking expense. Should the employee be required to appear in court as a result of his employment with the Town such time shall be given off without loss of pay.

11.7 Holidays

11.7.1 Holidays Included

Each employee covered under this contract shall receive the following paid holidays:

New Year's Day	General Election Day
----------------	----------------------

Martin Luther King, Jr. Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's
Columbus Day	

11.7.2 Weekend Holidays

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

11.7.3 Holiday Worked

Any employee who is required to work by the Department Head or Town Supervisor on any of the holidays listed above shall be compensated at time and one-half (1 1/2) for all hours worked in addition to his daily rate of pay.

11.7.4 Computing Overtime

For the purpose of computing overtime, all holiday hours, whether worked or unworked for which an employee is compensated shall be regarded as hours worked.

11.7.5 Holidays During Vacations

Should any of the holidays listed above occur during an employee's vacation period, his vacation shall be extended by the number of days equal to the number of holidays falling within his vacation period.

11.7.6 Restrictions

In order to be paid for a holiday not worked, an employee must have worked his scheduled hours on both his last scheduled work day before the holiday and his first scheduled work day after the holiday unless otherwise excused by the Town.

11.8 Leaves Without Pay

A permanent employee who has served continuously for at least one (1) year in the Town service may apply for a leave of absence without pay for a period not exceeding one (1) year. The Town Board may grant such leave of absence for any good and sufficient reason within its discretion.

11.9 Maternity Leave

Maternity leave without pay may be granted for up to one (1) year, provided the existence of the pregnancy is reported in writing to the Department Head not later than the fourth (4th) month. Such leave without pay must begin when, upon certification of a doctor, further service would be detrimental to health and may begin earlier at the discretion of the Town Supervisor.

Paternity leave shall be governed by the terms of the Family Medical Leave Act.

11.10 Military Leave

A member of the United States or State Reserve or National Guard unit who is directed by that unit to perform a service attached function shall be granted a leave of absence with regular pay for a period not exceeding thirty (30) days in any calendar year. Any employee who is required to render ordered military or naval duty shall be granted a military leave of absence pursuant to Military Law.

11.11 Cancer Screening Leave

Employees shall be allotted a total of four (4) hours of paid leave annually, not to be charges against accrued leave time, for the purposes of breast cancer or prostate cancer screening. Employees utilizing this benefit shall be required to provide the Employer with a medical certificate proving that they actually underwent breast cancer or prostate cancer screening.

11.12 Leave for Blood Donation

Employees shall be allotted a total of two (2) hours of paid leave annually, not to be charged against accrued leave time, for the purpose of donating blood. Employees utilizing this benefit shall be required to provide the Employer with a medical certificate proving that they actually donated blood.

ARTICLE 12 COMPENSATION

12.1 Hourly Rate

The hourly rate of employees covered by this Agreement as of January 1, 2015 shall be as set forth in Appendix A through G for the period of January 1, 2015 to December 31, 2019.

For the period of January 1, 2015 to December 31, 2019

April 1, 2015 - December 31, 2015	2.5%
January 1, 2016 - December 31, 2016	0.0%
January 1, 2017 - June 14, 2017	1.0%

June 15, 2017 - December 31, 2017	1.0%
January 1, 2018 - March 30, 2018	1.0%
April 1, 2018 - December 31, 2018	1.0%
January 1, 2019 - December 31, 2019	2.0%

If any employee is promoted to a higher rated classification and the starting rate for that classification is less than the employee's rate immediately before the promotion, the employee will receive a 25 cent raise over his rate before promotion until the contract provides a rate higher than the rate before promotion plus the 25 cents raise.

12.2 Longevity

On the last pay of November, each regular full-time employee on the active payroll shall be paid as longevity pay a lump sum amount according to his years of continuous service with the Town. If any employee retires, quits or dies, the Town shall pay longevity to the employee or his/her estate on a prorated basis.

Years of Service	Effective 1/1/11 & Thereafter
5 years, but less than 10	\$1,380
10 years, but less than 15	\$1,605
15 years, but less than 20	\$1,705
20 years, but less than 25	\$1,755
25 years or more	\$1,905

12.3 Out of Title Work

12.3.1 Higher Classification

Each employee covered under this Agreement who is temporarily assigned a job classification in a higher salary grade within the bargaining unit in excess of eight (8) consecutive hours of work shall be paid for all hours worked in such classification in the higher salary grade.

12.3.2 Lower Classification

Each employee covered under this contract who is temporarily assigned to a lower job classification within the bargaining unit shall be paid at the rate he or she would have received for performing his or her duties in the job classification the employee permanently encumbers for all hours such employee is assigned to the lower job classification.

12.3.3 Acting Department Head

Where an employee is temporarily assigned to the position of "Department Head" in the departments of Assessing, Engineering, Building Inspection, Youth Bureau, Justice,

Recreation, Planning and Community Development, Town Clerk and Senior Services, in excess of eight (8) consecutive hours of work, such employee shall receive an additional three dollars (\$3.00) per hour for all such hours worked either (1) during the employee's regular work hours, or (2) if such work is performed outside of the employee's regular working hours but the employee does not exceed forty (40) hours in the work week. If an employee performs the work described above outside of regular working hours, and these hours result in the employee working more than forty (40) hours in a work week, the employee shall be paid at one and a half (1 ½) times the employee's regular pay rate for such hours worked as Acting Department Head.

12.4 Auto Allowance

Employees who use their personal automobiles on Town business shall be compensated at a mileage rate which shall be established by the Town as amended from time to time.

ARTICLE 13 PENSIONS AND INSURANCE

13.1 Retirement Benefits

All full-time employees shall be allowed to participate in the New York State and Local Employee's Retirement System to the extent provided by the Town. (Section 75i, New 20 Year Career Plan (Age 55) for Non-State Employees; Sec. 41j; Sec. 60B (Tier 1 only).) Benefits to be derived from such participation are dependent upon their continued existence as permitted by statute and authorized by the Town.

13.2 Payment of Unused Sick Leave

An employee or his estate shall be entitled to payment equivalent to seventy-five (75%) percent of the sick leave total upon retirement under New York State Retirement System or death.

To be eligible the individual must be an employee of the Town at the time of such retirement or death. If the employee elects and so notifies the Town's personnel office at least one month before retirement, said payment may be made in two or three checks over two or three calendar years, respectively.

13.3 Health Insurance

Each full-time employee will be provided with individual or family (as his/her needs may be determined by showing satisfactory proof of such need and no duplication of coverage) health insurance coverage under one of the following health plans at the employee's option:

- (1) Blue Cross and Blue Shield of Western New York – POS 6203/6203 Plus (Full Summary of Benefits Attached as Appendix B of the collective bargaining agreement).

- (2) Blue Cross Blue Shield of Western New York – POS 6205/6205 Plus (Full Summary of Benefits Attached as Appendix C of the collective bargaining agreement).

The Town agrees to provide a health reimbursement (105-h) account on behalf of each employee with Town provided health insurance under option 1 or 2 above. At the beginning of each plan year, the Town shall fund such health reimbursement accounts sufficiently in order to fully self-insure the applicable In-Network deductible (currently \$1,100 for single and \$2,200 for family, under both option 1 and 2). The Town shall continue the practice of “in-house” administration of the health reimbursement accounts in the Town Finance Department. Such “in-house” administration shall be subject to amendment by the Town of Hamburg Health Care Committee.

The Town agrees to pay the monthly premium for any of the above plans in accordance with the following schedule.

1. One-hundred percent (100%) of the health insurance premium for any employee hired on January 1, 1986 or earlier.
2. Ninety percent (90%) of the health insurance premium for any employee hired after January 1, 1986. However, after an employee has completed twenty (20) years of continuous service, the employee’s contribution will be decreased to five percent (5%) and the Town’s premium contribution increased to ninety-five percent (95%).
3. Eighty five percent (85%) of the health insurance premium for any employee hired after December 1, 2004. However, after an employee has completed twenty (20) years of continuous service, the employee’s premium contribution will be decreased to ten percent (10%) and the Town’s premium contribution will be increased to ninety percent (90%).
4. Seventy-Five Percent (75%) of the health insurance premium for any employee hired after September 12, 2011. However, after an employee has completed fifteen (15) years of continuous service, the employer’s premium contribution will be decreased to twenty percent (20%) and the Town’s premium contribution will be increased to eighty percent (80%)

The employee will have the option once each year to change health insurance coverage. The anniversary date of the above plans is January 1st. Therefore, an employee’s election to change health plans requires a prior notification in writing to the Town’s Finance Office no later than November 15th. Employee contributions will be deducted from payroll in an equal amount through the year.

The following applies for all employees who are required to pay a portion of the health insurance premiums:

Option 1: If such an employee elects to take the plan with the highest premium (i.e. POS 6203) the employee’s contribution will be whatever percentage of the monthly cost of the plan as specified above for that employee.

Option 2: If an employee elects to take the plan with a lower premium (i.e. POS 6205) and the difference in cost between the plan is at least equivalent to or greater than the employee's contribution under Option 1, the employee will have no contribution.

Option 3: If an employee elects to take the plan with the lowest premium and the difference in cost between the plans is less than the employee's contribution under Option 1, the employee's cost will be calculated as follows: determine the cost difference between the two plans and subtract it from the employee's contribution under Option 1 and the remaining balance is the employee's contribution.

Employees hired after June 14, 2017 shall be placed in the Blue Cross Blue Shield POS 6205 plan, which shall be their base plan when determining the amount of their health insurance premium contribution. Employees hired after June 14, 2017 shall be eligible to opt for the Blue Cross Blue Shield POS 6203 plan, but shall be responsible for the difference in cost between the 6205 and 6203 plan, in addition to their health insurance percentage premium contribution.

If the specified type of coverage -- including any rider or co-payment amount -- is no longer made available by the health insurance plan, the limit of the Town's responsibility shall be to continue to provide those specified coverage(s) that are available from the carrier, and to purchase any applicable rider(s) to cover the changes, if any, and to provide the level of coverage that is available from the carrier that is closest to the level of specified coverage no longer available.

If the Town is able to obtain equivalent or better coverage through another Health Insurance Provider, the Town shall have the right to substitute providers, provided that the Town first consults with the Union regarding such substitution. If the Union disagrees with the equivalency of the substituted health insurance provider, the question of equivalency shall be subject to the grievance and arbitration procedures.

If the premium cost of any health insurance plan increases by more than fifteen percent (15%) over any twelve (12) month period, the Union shall, upon the Town's request, meet with Town representatives to discuss in good faith any Town proposals to address the cost of employee health insurance coverage.

13.4 Health Insurance Rebate

Any full-time employee hired on or before December 31, 1998 who does not apply for health insurance will receive a payment of \$3,750 annually. Such payment will be made the last payroll of November. Any full-time employee hired on or after January 1, 1999 who does not apply for health insurance will receive a payment equal to one-half (1/2) the cost of the highest cost POS plan that the employee is entitled to, up to a maximum of \$2,950 yearly.

Any full-time employee who retires with the Town of Hamburg and does not apply for health insurance will receive a payment of \$3750 if eligible for family coverage and a

payment of \$1875 if eligible for single coverage annually. If an Employee opts not to take health insurance at time of retirement, the retiree can obtain health insurance at his/her option if needed in the future.

If an Employee or retiree selects the rebate and then opts for health insurance during the calendar year, the rebate will be prorated based on the number of calendar months remaining and, if applicable, the Employee or retiree will have to reimburse the Town for any overpayment.

13.5 Dental Plan

All full-time employees shall have the option of enrolling in Spectrum Plus. The Town will pay ninety percent (90%) of the monthly premium in effect on the date of this Agreement with the remaining amount of premium cost ten percent (10%) to be deducted through payroll deduction for the enrolled employee. All full-time employees shall have the option of enrolling in the GHI Preferred Plan instead of Spectrum Plus and the Town will pay ninety percent (90%) of the monthly premium with the remaining cost of ten percent (10%) to be deducted through payroll deductions for the enrolled employee.

Notwithstanding the above, the Town may implement a self-insured dental plan for full-time employees. Any such plan must provide a substantially equivalent level of coverage as the GHI Preferred Plan. If the Town implements a self-insured dental plan, all full-time employees shall enroll in such a plan. The Union must agree before such a self-insured plan may be implemented.

If the Town is able to obtain equivalent or better coverage through another Dental Insurance Provider, the Town shall have the right to substitute providers, provided that the Town first consults with the Union regarding such substitution. Should the parties disagree on the equivalency of such substitution; the matter shall be submitted to an arbitrator through the procedure defined in Section 7.5 of this Agreement prior to such substitution being implemented by the Town.

13.6 Vision Plan

Each full-time employee shall be covered by the CSEA Employee Benefit Fund Vision (Composite) Plan at no cost to the employee.

Notwithstanding the above, the Town may implement a self-insured vision plan for full-time employees. Any such plan must provide a substantially equivalent level of coverage as the CSEA Employee Benefit Fund Vision (Composite) Plan. If the Town implements a self-insured vision plan, all full-time employees shall enroll in such a plan. The Union must agree before such a self-insured plan may be implemented.

If the Town is able to obtain equivalent or better coverage through another Vision Insurance Provider, the Town shall have the right to substitute providers, provided that the Town first consults with the Union regarding such substitution. Should the parties

disagree on the equivalency of such substitution; the matter shall be submitted to an arbitrator through the procedure defined in Section 7.5 of this Agreement prior to such substitution being implemented by the Town.

13.7 Health Insurance Upon Completion of Ten (10) Years Continuous Full-Time Service

The Town shall pay the premium expense of health insurance comparable to that provided at the time of leaving employment to persons who leave Town employ and have completed ten (10) years of continuous Town service as full-time employees and who have not been terminated by the Town for disciplinary reasons. Said coverage is to be coordinated with the Medicare Program of the Federal Government, to avoid duplication of coverage.

An employee need not be 55 years of age at the completion of his or her employment with the Town, however, coverage does not begin until he or she reaches age 55.

After an employee retires, the Employer shall continue to provide the same health insurance coverage (individual or family plan, as the case may be, but family plan shall be converted to individual plan if the retired employee ceases to have eligible dependents) which the employee had at the time of his retirement until such employee reaches the age of sixty-five (65) at which time that plan will be replaced by Medicare coverage. The Employer shall contribute toward the cost of such coverage to the same extent as it was contributing at the time the employee retired. To qualify for the benefits of this Paragraph, an employee must have completed ten (10) years of continuous service (as defined in Paragraph 9.1 of this Agreement) from the date of his last employment or re-employment, as the case may be, and be employed by the Town at the time of his retirement.

Any employee who is eligible for health insurance upon retirement, and who establishes a legal residency outside of the coverage area of their health insurance plan may enroll in the following plan:

Blue Cross/Blue Shield of WNY - PPO 812: \$10 co-pay: Covered in full well child visits: \$10 Diagnostic x-rays including MRI and mammograms, three (3) tier prescription drug co-pay of \$1/\$10/\$20, and 2 co-pays for 90-day mail order supply; \$35 ER; \$0 emergency ambulance; dependent/student coverage to 23/25; Out-of-Network \$250/\$500 deductible, 20% co-insurance, out-of-pocket maximum \$2500/\$5000. National Blue Card network access.

Employees hired after December 31, 1998 who establish legal residency outside of the coverage area shall only be eligible for payment upon retirement of a dollar amount equal to the yearly cost of the employee's former health insurance plan for purchase of a new plan.

13.8 Surviving Spouse of Retired Employee

The surviving spouse of an employee who is retired while in the employ of the Town under the New York State Retirement System and who had completed at least ten (10) years of continuous service as a full-time employee of the Town, shall continue to receive the same premium benefits the deceased retired employee would have received providing said spouse and the retired employee were married at the time of the deceased employee's retirement.

13.9 Changes in Health Insurance

Any changes in health insurance coverage shall only take effect if the same requirements are imposed with respect to all exempt employees covered by the Town's Personnel Rules and Regulations for Managerial or Confidential Personnel. If identical changes with respect to exempt personnel do not occur any proposals with respect to health insurance shall take effect only to the extent that they are consistent with the health insurance coverage for exempt personnel, provided that the level of benefits for union employees shall not diminish.

ARTICLE 14 SAFETY AND HEALTH COMMITTEE

14.1 Establishment and Responsibilities

The Town and the Union agree to establish, jointly, a Safety and Health Committee consisting of an equal number of Town and Union representatives (no more than two (2) each). This Committee will advise management of all safety and health activities and will be expected to, as they relate to bargaining unit members only:

- (1) make immediate and detailed investigation of each accident to determine fundamental causes;
- (2) develop data to indicate accident sources and injury rates;
- (3) make inspections to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;
- (4) promote safety and first aid training for Committee members and workers and participate in advertising safety and in making the safety program known to all workers;
- (5) conduct meetings as required and as mutually agreed to for the sole purpose of discussing accident prevention and developing suitable corrective measures.

14.2 Time Off

Any time off from work required by a bargaining unit employee to perform his functions as a Safety committee member shall be without pay except for Committee meetings held during working hours.

14.3 Safety Apparel and Equipment

14.3.1 Required Apparel

The Town shall provide, at no cost to the employees, all items of apparel required by the Town (except shoes and gloves) for safety purposes under applicable provisions of State and Federal law. Such items shall be replaced, if necessary, as determined by the Town, due to normal wear only. It is agreed and understood that the failure of an employee to wear or use any article or piece of equipment issued or required by the Town shall be a mandatory condition of continued employment. Thus, any failure to do so shall be grounds for disciplinary action, including discharge.

14.3.2 Additional Apparel

Each Senior Engineering Assistant, Principal Engineering Assistant, Real Property Appraisal Technician, Real Property Appraiser, Community Development Assistant, Code Enforcement Officer, Assistant Code Enforcement Officer and Assistant Director Housing/Building Inspection Programs shall be provided without any cost to them, the rainwear, rubber boots and other protective clothing as is presently supplied by the Town. Said equipment shall be replaced by the Town, when necessary, as determined by the Town.

14.3.3 Reimbursable Items

The Town will reimburse each Senior Engineering Assistant, Principal Engineering Assistant, Real Property Appraiser, Community Development Assistant, Code Enforcement Officer, Assistant Code Enforcement Officer and Assistant Director Housing/Building and Inspection Programs upon presentation of proof of purchase:

1. Up to \$180 annually toward the combined purchase price of two (2) pair of steel toed safety shoes and/or outerwear garments (which shall be increased to \$190 in 2003, \$200 in 2004, \$210 in 2005, \$225 in 2006, and \$240 in 2007 and each year thereafter). The outerwear garment(s) must be approved by the Department Head prior to purchase and must contain either the Town of Hamburg seal and/or lettering identifying the employee works for the Town and the department the Employee works for.
2. The Town shall provide work gloves to those employees who need them in the course of their normal job duties.

ARTICLE 15 LEGISLATIVE PROVISION

It is agreed 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.

ARTICLE 16 **SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a subsequent provision.

ARTICLE 17 **SCOPE OF AGREEMENT**

17.1 **Proposals and Demands**

The parties acknowledge that during the negotiations which resulted in the Agreement that they have the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

17.2 **Entire Agreement**

It is further agreed that this document constitutes the entire agreement and there are no side arrangements or understandings of a contractual nature. Thus, this Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. Any modification, supplemental agreement, or addendum signed after the effective date of this Agreement shall have no force and effect unless reduced to writing and signed by the parties hereto. The failure of the Town or the Union to observe or enforce any provision of this Agreement shall not be construed as a waiver of said provision.

ARTICLE 18 **DURATION**

This Agreement unless otherwise provided therein shall be effective on January 1, 2015 and shall continue in full force and effect until December 31, 2019 and thereafter shall automatically renew itself and continue in full force and effect from year to year thereafter unless written notice, by registered mail or certified mail, of election to terminate or modify any provision of this Agreement is given by either party to the other party not more than one hundred eighty (180) days or less than sixty (60) days prior to

January 1, 2020 or prior to January 1 of any succeeding year. At the receipt of notice to modify or terminate, the parties shall endeavor to settle all controversial matters involved. In the event the parties cannot reach agreement by the expiration date in the particular year as provided herein, then this Agreement shall in all respects be deemed void and terminated, unless otherwise provided by law. The parties hereto may extend such period for the purpose of reaching a new agreement.

IN WITNESS WHEREOF, the Employer and the Union have caused this Agreement to be signed by their duly authorized officers and representatives this 9th day of May, 2018.

TOWN OF HAMBURG, NEW YORK

By: James M. Shaw
James M. Shaw, Town of Hamburg Supervisor

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000
AFSCME, THE TOWN OF HAMBURG
WHITE COLLAR UNIT OF LOCAL 815

By: Tracy Haffner
Tracy Haffner, Unit President

By: Robert W. Mueller
Robert W. Mueller, Labor Relations Specialist

APPENDIX A – SALARY SCHEDULE 01/01/15 – 03/03/15

January 1, 2015 - March 30, 2015		
Title	Starting Hourly Rate	Rate After 18 Months
Account Clerk Typist	\$20.95	\$23.32
Assessment Clerk	\$19.49	\$21.42
Assessment Clerk after 5 years		\$23.78
Assistant Planner	\$25.48	\$28.23
Asst. Code Enforcement Officer	\$28.90	\$32.07
Asst. Dir. Community Dev.	\$31.51	\$34.98
Asst. Dir. Housing, Bldg., & Inspection Programs	\$34.98	\$38.84
Asst. Ex. Dir. Youth Board	\$32.59	\$36.20
Cleaner	\$15.99	\$18.39
Clerk	\$17.13	\$18.85
Clerk Stenographer	\$21.60	\$23.99
Clerk Typist	\$18.50	\$20.35
Code Enforcement Officer	\$28.90	\$32.07
Comm. Dev. Assist.	\$23.18	\$25.71
Community Dev. Aide	\$14.37	\$15.79
Computer Operator	\$26.18	\$29.15
Computer Support Technician		
Coord. of D.A.R.E.	\$18.82	\$20.71
Court Clerk	\$19.49	\$21.42
Data Entry Operator	\$19.49	\$21.42
Dog Control Officer	\$17.00	\$18.70
Domestic Violence Advocate	\$20.71	\$22.89
Drafts worker	\$23.18	\$25.71
Messenger	\$16.18	\$17.63
Paralegal	\$20.95	\$23.32
Police Clerk	\$18.59	\$20.35
Principal Eng. Asst.	\$30.34	\$33.70
Program Coordinator	\$23.78	\$26.41
Real Prop. Appraiser	\$30.34	\$33.70
Real Prop. Appr. Tech.	\$22.08	\$24.49
Recreation Attendant	\$14.59	\$16.08
Recreation Leader	\$19.49	\$21.42
Recreation Specialist	\$19.49	\$21.42
Senior Account Clerk	\$26.18	\$29.15
Senior Assessment Clerk	\$26.18	\$29.15
Senior Clerk	\$18.50	\$20.35
Senior Clerk Stenographer	\$26.18	\$29.15

Senior Clerk Typist	\$20.95	\$23.32
Senior Engineering Asst.	\$27.06	\$30.06
Senior Program Coordinator	\$26.79	\$28.23
Tax Manager	\$25.58	\$28.29
Telephone Operator	\$16.81	\$18.50
Youth Counselor	\$27.06	\$30.05

APPENDIX B – SALARY SCHEDULE 04/01/15 – 12/31/16

April 1, 2015 - December 31, 2016 - 2.50%		
Title	Starting Hourly Rate	Rate After 18 Months
Account Clerk Typist	\$21.47	\$23.90
Assessment Clerk	\$19.98	\$21.96
Assessment Clerk after 5 years		\$24.37
Assistant Planner	\$26.12	\$28.94
Asst. Code Enforcement Officer	\$29.62	\$32.87
Asst. Dir. Community Dev.	\$32.30	\$35.85
Asst. Dir. Housing, Bldg., & Inspection Programs	\$35.85	\$39.81
Asst. Ex. Dir. Youth Board	\$33.40	\$37.11
Cleaner	\$16.39	\$18.85
Clerk	\$17.56	\$19.32
Clerk Stenographer	\$22.14	\$24.59
Clerk Typist	\$18.96	\$20.86
Code Enforcement Officer	\$29.62	\$32.87
Comm. Dev. Assist.	\$23.76	\$26.35
Community Dev. Aide	\$14.73	\$16.18
Computer Operator	\$26.83	\$29.88
Computer Support Technician		
Coord. of D.A.R.E.	\$19.29	\$21.23
Court Clerk	\$19.98	\$21.96
Data Entry Operator	\$19.98	\$21.96
Dog Control Officer	\$17.43	\$19.17
Domestic Violence Advocate	\$21.23	\$23.46
Drafts worker	\$23.76	\$26.35
Messenger	\$16.58	\$18.07
Paralegal	\$21.47	\$23.90
Police Clerk	\$19.05	\$20.86
Principal Eng. Asst.	\$31.10	\$34.54
Program Coordinator	\$24.37	\$27.07
Real Prop. Appraiser	\$31.10	\$34.54
Real Prop. Appr. Tech.	\$22.63	\$25.10
Recreation Attendant	\$14.95	\$16.48
Recreation Leader	\$19.98	\$21.96
Recreation Specialist	\$19.98	\$21.96
Senior Account Clerk	\$26.83	\$29.88
Senior Assessment Clerk	\$26.83	\$29.88
Senior Clerk	\$18.96	\$20.86
Senior Clerk Stenographer	\$26.83	\$29.88

Senior Clerk Typist	\$21.47	\$23.90
Senior Engineering Asst.	\$27.74	\$30.81
Senior Program Coordinator	\$27.46	\$28.94
Tax Manager	\$26.22	\$29.00
Telephone Operator	\$17.23	\$18.96
Youth Counselor	\$27.74	\$30.80

APPENDIX C - SALARY SCHEDULE – 01/01/17 – 06/14/17

January 1, 2017 - June 14, 2017 - 1.00%		
Title	Starting Hourly Rate	Rate After 18 Months
Account Clerk Typist	\$21.69	\$24.14
Assessment Clerk	\$20.18	\$22.18
Assessment Clerk after 5 years		\$24.62
Assistant Planner	\$26.38	\$29.23
Asst. Code Enforcement Officer	\$29.92	\$33.20
Asst. Dir. Community Dev.	\$32.62	\$36.21
Asst. Dir. Housing, Bldg., & Inspection Programs	\$36.21	\$40.21
Asst. Ex. Dir. Youth Board	\$33.74	\$37.48
Cleaner	\$16.55	\$19.04
Clerk	\$17.73	\$19.51
Clerk Stenographer	\$22.36	\$24.84
Clerk Typist	\$19.15	\$21.07
Code Enforcement Officer	\$29.92	\$33.20
Comm. Dev. Assist.	\$24.00	\$26.62
Community Dev. Aide	\$14.88	\$16.35
Computer Operator	\$27.10	\$30.18
Computer Support Technician		
Coord. of D.A.R.E.	\$19.48	\$21.44
Court Clerk	\$20.18	\$22.18
Data Entry Operator	\$20.18	\$22.18
Dog Control Officer	\$17.60	\$19.36
Domestic Violence Advocate	\$21.44	\$23.70
Draftswoman	\$24.00	\$26.62
Messenger	\$16.75	\$18.25
Paralegal	\$21.69	\$24.14
Police Clerk	\$19.25	\$21.07
Principal Eng. Asst.	\$31.41	\$34.89
Program Coordinator	\$24.62	\$27.34
Real Prop. Appraiser	\$31.41	\$34.89
Real Prop. Appr. Tech.	\$22.86	\$25.35
Recreation Attendant	\$15.10	\$16.65
Recreation Leader	\$20.18	\$22.18
Recreation Specialist	\$20.18	\$22.18
Senior Account Clerk	\$27.10	\$30.18
Senior Assessment Clerk	\$27.10	\$30.18
Senior Clerk	\$19.15	\$21.07
Senior Clerk Stenographer	\$27.10	\$30.18

Senior Clerk Typist	\$21.69	\$24.14
Senior Engineering Asst.	\$28.01	\$31.12
Senior Program Coordinator	\$27.73	\$29.23
Tax Manager	\$26.48	\$29.29
Telephone Operator	\$17.40	\$19.15
Youth Counselor	\$28.01	\$31.11

APPENDIX D – SALARY SCHEDULE – 06/15/17 – 12/31/17

June 15, 2017 - December 31, 2017 - 1.00%		
Title	Starting Hourly Rate	Rate After 18 Months
Account Clerk Typist	\$21.91	\$24.38
Assessment Clerk	\$20.38	\$22.40
Assessment Clerk after 5 years		\$24.86
Assistant Planner	\$26.64	\$29.52
Asst. Code Enforcement Officer	\$30.22	\$33.53
Asst. Dir. Community Dev.	\$32.95	\$36.58
Asst. Dir. Housing, Bldg., & Inspection Programs	\$36.58	\$40.61
Asst. Ex. Dir. Youth Board	\$34.08	\$37.85
Cleaner	\$16.72	\$19.23
Clerk	\$17.91	\$19.71
Clerk Stenographer	\$22.59	\$25.08
Clerk Typist	\$19.34	\$21.28
Code Enforcement Officer	\$30.22	\$33.53
Comm. Dev. Assist.	\$24.24	\$26.88
Community Dev. Aide	\$15.03	\$16.51
Computer Operator	\$27.37	\$30.48
Computer Support Technician		
Coord. of D.A.R.E.	\$19.68	\$21.65
Court Clerk	\$20.38	\$22.40
Data Entry Operator	\$20.38	\$22.40
Dog Control Officer	\$17.78	\$19.55
Domestic Violence Advocate	\$21.65	\$23.93
Draftswoman	\$24.24	\$26.88
Messenger	\$16.92	\$18.43
Paralegal	\$21.91	\$24.38
Police Clerk	\$19.44	\$21.28
Principal Eng. Asst.	\$31.72	\$35.24
Program Coordinator	\$24.86	\$27.61
Real Prop. Appraiser	\$31.72	\$35.24
Real Prop. Appr. Tech.	\$23.09	\$25.61
Recreation Attendant	\$15.26	\$16.81
Recreation Leader	\$20.38	\$22.40
Recreation Specialist	\$20.38	\$22.40
Senior Account Clerk	\$27.37	\$30.48
Senior Assessment Clerk	\$27.37	\$30.48
Senior Clerk	\$19.34	\$21.28
Senior Clerk Stenographer	\$27.37	\$30.48

Senior Clerk Typist	\$21.91	\$24.38
Senior Engineering Asst.	\$28.29	\$31.43
Senior Program Coordinator	\$28.01	\$29.52
Tax Manager	\$26.75	\$29.58
Telephone Operator	\$17.58	\$19.34
Youth Counselor	\$28.29	\$31.42

APPENDIX E – SALARY SCHEDULE – 01/01/18 – 03/30/18

January 1, 2018 - March 30, 2018 - 1.00%		
Title	Starting Hourly Rate	Rate After 18 Months
Account Clerk Typist	\$22.12	\$24.63
Assessment Clerk	\$20.58	\$22.62
Assessment Clerk after 5 years		\$25.11
Assistant Planner	\$26.91	\$29.81
Asst. Code Enforcement Officer	\$30.52	\$33.87
Asst. Dir. Community Dev.	\$33.28	\$36.94
Asst. Dir. Housing, Bldg., & Inspection Programs	\$36.94	\$41.02
Asst. Ex. Dir. Youth Board	\$34.42	\$38.23
Cleaner	\$16.89	\$19.42
Clerk	\$18.09	\$19.91
Clerk Stenographer	\$22.81	\$25.33
Clerk Typist	\$19.54	\$21.49
Code Enforcement Officer	\$30.52	\$33.87
Comm. Dev. Assist.	\$24.48	\$27.15
Community Dev. Aide	\$15.18	\$16.68
Computer Operator	\$27.65	\$30.78
Computer Support Technician		
Coord. of D.A.R.E.	\$19.88	\$21.87
Court Clerk	\$20.58	\$22.62
Data Entry Operator	\$20.58	\$22.62
Dog Control Officer	\$17.95	\$19.75
Domestic Violence Advocate	\$21.87	\$24.17
Draftsworker	\$24.48	\$27.15
Messenger	\$17.09	\$18.62
Paralegal	\$22.12	\$24.63
Police Clerk	\$19.63	\$21.49
Principal Eng. Asst.	\$32.04	\$35.59
Program Coordinator	\$25.11	\$27.89
Real Prop. Appraiser	\$32.04	\$35.59
Real Prop. Appr. Tech.	\$23.32	\$25.86
Recreation Attendant	\$15.41	\$16.98
Recreation Leader	\$20.58	\$22.62
Recreation Specialist	\$20.58	\$22.62
Senior Account Clerk	\$27.65	\$30.78
Senior Assessment Clerk	\$27.65	\$30.78
Senior Clerk	\$19.54	\$21.49
Senior Clerk Stenographer	\$27.65	\$30.78

Senior Clerk Typist	\$22.12	\$24.63
Senior Engineering Asst.	\$28.58	\$31.75
Senior Program Coordinator	\$28.29	\$29.81
Tax Manager	\$27.01	\$29.88
Telephone Operator	\$17.75	\$19.54
Youth Counselor	\$28.58	\$31.73

APPENDIX F – SALARY SCHEDULE – 04/01/18 – 12/31/18

April 1, 2018 - December 31, 2018 - 1.00%		
Title	Starting Hourly Rate	Rate After 18 Months
Account Clerk Typist	\$22.35	\$24.87
Assessment Clerk	\$20.79	\$22.85
Assessment Clerk after 5 years		\$25.36
Assistant Planner	\$27.18	\$30.11
Asst. Code Enforcement Officer	\$30.83	\$34.21
Asst. Dir. Community Dev.	\$33.61	\$37.31
Asst. Dir. Housing, Bldg., & Inspection Programs	\$37.31	\$41.43
Asst. Ex. Dir. Youth Board	\$34.76	\$38.61
Cleaner	\$17.06	\$19.62
Clerk	\$18.27	\$20.11
Clerk Stenographer	\$23.04	\$25.59
Clerk Typist	\$19.73	\$21.71
Code Enforcement Officer	\$30.83	\$34.21
Comm. Dev. Assist.	\$24.72	\$27.42
Community Dev. Aide	\$15.33	\$16.84
Computer Operator	\$27.92	\$31.09
Computer Support Technician		
Coord. of D.A.R.E.	\$20.07	\$22.09
Court Clerk	\$20.79	\$22.85
Data Entry Operator	\$20.79	\$22.85
Dog Control Officer	\$18.13	\$19.95
Domestic Violence Advocate	\$22.09	\$24.41
Draftswoman	\$24.72	\$27.42
Messenger	\$17.26	\$18.80
Paralegal	\$22.35	\$24.87
Police Clerk	\$19.83	\$21.71
Principal Eng. Asst.	\$32.36	\$35.95
Program Coordinator	\$25.36	\$28.17
Real Prop. Appraiser	\$32.36	\$35.95
Real Prop. Appr. Tech.	\$23.55	\$26.12
Recreation Attendant	\$15.56	\$17.15
Recreation Leader	\$20.79	\$22.85
Recreation Specialist	\$20.79	\$22.85
Senior Account Clerk	\$27.92	\$31.09
Senior Assessment Clerk	\$27.92	\$31.09
Senior Clerk	\$19.73	\$21.71
Senior Clerk Stenographer	\$27.92	\$31.09

Senior Clerk Typist	\$22.35	\$24.87
Senior Engineering Asst.	\$28.86	\$32.06
Senior Program Coordinator	\$28.57	\$30.11
Tax Manager	\$27.28	\$30.17
Telephone Operator	\$17.93	\$19.73
Youth Counselor	\$28.86	\$32.05

APPENDIX G – SALARY SCHEDULE – 01/01/19 – 12/31/19

January 1, 2019 - December 31, 2019 - 2.00%		
Title	Starting Hourly Rate	Rate After 18 Months
Account Clerk Typist	\$22.79	\$25.37
Assessment Clerk	\$21.20	\$23.30
Assessment Clerk after 5 years		\$25.87
Assistant Planner	\$27.72	\$30.71
Asst. Code Enforcement Officer	\$31.44	\$34.89
Asst. Dir. Community Dev.	\$34.28	\$38.06
Asst. Dir. Housing, Bldg., & Inspection Programs	\$38.06	\$42.26
Asst. Ex. Dir. Youth Board	\$35.46	\$39.38
Cleaner	\$17.40	\$20.01
Clerk	\$18.64	\$20.51
Clerk Stenographer	\$23.50	\$26.10
Clerk Typist	\$20.13	\$22.14
Code Enforcement Officer	\$31.44	\$34.89
Comm. Dev. Assist.	\$25.22	\$27.97
Community Dev. Aide	\$15.63	\$17.18
Computer Operator	\$28.48	\$31.71
Computer Support Technician		
Coord. of D.A.R.E.	\$20.48	\$22.53
Court Clerk	\$21.20	\$23.30
Data Entry Operator	\$21.20	\$23.30
Dog Control Officer	\$18.50	\$20.34
Domestic Violence Advocate	\$22.53	\$24.90
Draftsworker	\$25.22	\$27.97
Messenger	\$17.60	\$19.18
Paralegal	\$22.79	\$25.37
Police Clerk	\$20.23	\$22.14
Principal Eng. Asst.	\$33.01	\$36.66
Program Coordinator	\$25.87	\$28.73
Real Prop. Appraiser	\$33.01	\$36.66
Real Prop. Appr. Tech.	\$24.02	\$26.64
Recreation Attendant	\$15.87	\$17.49
Recreation Leader	\$21.20	\$23.30
Recreation Specialist	\$21.20	\$23.30
Senior Account Clerk	\$28.48	\$31.71
Senior Assessment Clerk	\$28.48	\$31.71
Senior Clerk	\$20.13	\$22.14
Senior Clerk Stenographer	\$28.48	\$31.71

Senior Clerk Typist	\$22.79	\$25.37
Senior Engineering Asst.	\$29.44	\$32.70
Senior Program Coordinator	\$29.15	\$30.71
Tax Manager	\$27.83	\$30.78
Telephone Operator	\$18.29	\$20.13
Youth Counselor	\$29.44	\$32.69

MEMORANDUM OF AGREEMENT

By and Between

The Town of Hamburg (Hereinafter referred to as "The Town")

And

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO on behalf of the CSEA Town of Hamburg White Collar Unit (Hereinafter referred to collectively as "The Union")

WHEREAS, the parties have identified certain job titles within the bargaining unit whose rate of pay is insufficient for the level and complexity of the duties associated with the title, and

WHEREAS, the parties wish to rectify this problem through the execution of this Memorandum.

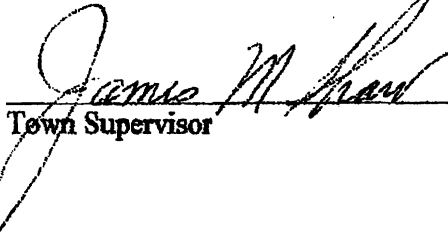
NOW, THEREFORE, BE IT AGREED, the following:

Upon execution of this Memorandum, the hourly rates of pay associated with the following job titles shall be increased by One Dollar (\$1.00):

Senior Clerk Typist
Senior Clerk
Clerk Typist
Police Clerk


IN WITNESS WHEREOF:

FOR THE TOWN


Town Supervisor Date 5/7/18

FOR THE UNION


Unit President Date 5-7-18


Labor Relations Specialist Date 5/7/18

