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Evans, Town Of And Town Of Evans  
Communication Assn

1364      TO  
29740      DIS

**AGREEMENT**

between

**TOWN OF EVANS**

and

**TOWN OF EVANS COMMUNICATION ASSOCIATION**

January 1, 2000 - December 31, 2003

**Negotiating Committee**

**Town of Evans Communication Association**

Ernest P. Masullo  
Amy P. Waring

**Town of Evans**

Robert R. Catalino, II  
Elmar Kiefer

**RECEIVED**

NOV 09 2000

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Town of Evans, New York, hereinafter referred to as the "Town" and the Town of Evans Communication Association, hereinafter referred to as the "ECA".

## ARTICLE I

### 1.01 Purpose of Agreement

Whereas, it is the intent and purpose of the parties to set forth herein, the basic agreement covering wages and terms and conditions of employment to be observed between the parties hereto.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, negotiations will not be opened on any item, whether contained herein or not, until a new Contract is to be negotiated.

### 1.02 Legislative Requirements

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

## ARTICLE II

### 2.01 Recognition

The Town recognizes the Evans Communication Association as the "exclusive" bargaining agent for all Police Dispatchers of the Town of Evans Police Department.

Included: All full time Civil Service Police Dispatchers of the Town of Evans Police Department.

Excluded: All part time employees as defined in this Agreement.

### 2.02 Definitions

Except as otherwise stated in this Agreement, wherever used herein, the following terms shall have the restrictive meanings:

(a) The term "The Town," the term "Employer" and the term "Management" each mean the Town of Evans, New York.

(b) The term "The Board" means the Town Board of the Town of Evans, New York.

(c) "Supervisor" shall mean the Supervisor of the Town of Evans, New York.

(d) The term "Evans Communication Association" or "Communication Association" or "Association" or "ECA" shall each mean the Town of Evans Communication Association.

ARTICLE III

3.01 Dues Checkoff

Upon written authorization from a Police Dispatcher on a form provided by the ECA, the Town will deduct from the salary of such Police Dispatcher, from the first pay period of each month, Membership Dues as the ECA may specify, and the Town will transmit said sums promptly to the ECA within thirty (30) days after the deduction has been made.

The ECA agrees that it shall hold harmless, the Town from any and all claims arising by reason of the Town making ECA deductions pursuant to written authorization.

3.02 Strikes and Lockouts

During the term of this Agreement neither the ECA nor any of its members shall:

(a) Engage in or in any way encourage or sanction any strike or other action which shall interrupt or interfere with the orderly operation of the Evans Police Department.

(b) Prevent or attempt to prevent the access of employees to any department of the Town. The Town may suspend and later discharge any employee who shall violate any provision of this Section.

3.03 Special Meetings

The Town may agree to meet with the ECA and confer on matters of interest upon request by ECA. The request will include the nature of matters to be discussed and the reason for requesting the meeting. Discussion will be limited to matters set forth in the request and it is understood that such meeting shall not be conducted to renegotiate this Agreement.



ARTICLE IV

4.01 Uniforms

The Town of Evans shall provide the required Uniform for Regular Full Time Employees within the Bargaining Unit.

4.02 The specific items covered by this section shall be determined by the Town Board. The Town will make the necessary replacement of worn uniform items upon presentation of the same to the Town after replacement is determined, justified and authorized by the Chief of Police.

4.03 The Town further agrees to furnish, with no cost to the Full Time Police Dispatcher, shirts, skirts, pants, ties and sweaters as required in performance of duty, as determined by the Chief.

ARTICLE V

5.01 Seniority

Seniority will be based upon uninterrupted, full time service in the department and shall be broken if a Dispatcher leaves active service for any period of time, except authorized sick leave, military leave or authorized leave of absence.

When more than one Dispatcher is appointed on the same date, the position on the Civil Service List will govern.

Probationary periods will be determined by Civil Service Law. Probationary time means six (6) months, unless otherwise prohibited by Law.

5.02 Seniority List

A current and up to date Seniority List of all Dispatchers in the Department, by rank and standing, will be made available for examination by all Dispatchers on the first date of each year or within a reasonable time following that date.

5.03 Reduction of Strength

If, at any time, there should be a reduction in the number of regular, full time Dispatchers, due to a lack of work, a discussion will be held with the ECA. Similarly, if and when there is an increase in the number of Dispatchers, after a layoff, recall shall be in accordance with Civil Service Law.

A notice of recall must be sent to the Police Dispatcher on layoff by registered or certified mail or by telegram, addressed to the Dispatcher at the most recent address on the Town's records. It is the responsibility of the Dispatcher to advise the Town, in writing, of all changes in address.

ARTICLE VI

6.01

Salaries

Police Dispatchers Salary Schedule

	<u>January 1, 2000</u>	<u>January 1, 2001</u>	<u>January 1, 2002</u>	<u>January 1, 2003</u>
Step 1	\$ 29,155.00	\$ 30,103.00	\$ 30,931.00	\$ 31,704.00
Step 2	29,821.00	30,790.00	31,637.00	32,428.00
Step 3	30,491.00	31,482.00	32,348.00	33,157.00
Step 4	31,680.00	32,710.00	33,610.00	34,450.00

Employees will move from one (1) step to the next higher step on their anniversary date of hire.

Effective January 1, 1991, there will be show up time for duty fifteen (15) minutes preceding their regular scheduled shift. It is agreed that briefing or show up time is to aid in the administration and regulation of the department and compensation for such time shall be at straight time pay and not computed as overtime.

6.02

Overtime Pay

Overtime pay shall be paid at the rate of time and one half for all hours worked beyond the scheduled forty (40) hour work week or beyond the normally scheduled eight (8) hour tour of duty (excluding briefing/show up time) as authorized by the commanding officer.

Overtime work as assigned by the Chief of Police shall be equalized whenever possible among the regular full time Police Dispatchers. All overtime work shall be paid at the rate of time and one half.

The Town will not be restricted from employing part time employees to aid and assist with the work required to be done in the Town of Evans. It is not the intent to replace current full time employees.

6.03 Longevity Pay

Each Dispatcher shall be paid the following non-accumulated longevity pay each year:

<u>SERVICE</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
Upon completion of 5 years of service	\$350	\$400	\$450	\$500
Upon completion of 10 years of service	\$475	\$525	\$575	\$625
Upon completion of 15 years of service	\$625	\$675	\$725	\$775
Upon completion of 20 years of service	\$725	\$775	\$825	\$875
Upon completion of 25 years of service	\$800	\$850	\$900	\$950

Longevity payments shall be paid in a lump sum, payable within a reasonable time after the Dispatcher's anniversary date.

6.04 Cleaning Allowance

The Town will pay each full time Dispatcher a uniform cleaning allowance, on or about the first pay period in December, which sum shall be pro-rated for a Dispatcher who is not employed for the full calendar year. The cleaning allowance amount per year, per employee, will be as follows:

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
\$275	\$300	\$350	\$400

6.05 Shift Premium Pay

In addition to other salary, the Police Dispatcher shall be paid shift premium pay as follows:

Beginning January 1, 2000

First (night) shift	\$0.50 per hour for each hour worked
Third (afternoon) shift	\$0.50 per hour for each hour worked
Relief shift	\$0.50 per hour for each first and third shift worked

## ARTICLE VII

### 7.01 Work Day and Work Week

A normal work week shall consist of forty (40) hours, including meal periods. A normal work day, for each Dispatcher, shall consist of eight (8) consecutive hours, including a forty-five (45) consecutive minute meal period. In addition, the Police Dispatcher shall be entitled to a fifteen (15) consecutive minute break. Said fifteen (15) minute break will non-cumulative. Due to problems surrounding around-the-clock schedules, some Dispatchers may not work a normal work schedule.

Shifts will be as follows:

12 Mid. to 8 AM

8 AM to 4 PM

4 PM to 12 Mid

or other special schedule as needed, as determined by the Chief of Police.

### 7.02 Shift Bids

Bids for work shifts shall be once a year, based upon seniority. Posting for work shift preference shall be made November 15 for a 30 day posting period. The shift schedule choice shall be closed on December 15 of each year and the new schedule shall be effective as of January 1 of the new year.

### 7.03 Jury Duty

When a Dispatcher is required to serve on Jury Duty, the day will be scheduled as a regular day of work. If the Jury Duty falls on the Dispatcher's regular day off, the Dispatcher will be scheduled a different day off. No benefits will be lost while the dispatcher is subject to Jury Duty.

## ARTICLE VIII

### 8.01 Grievance Procedure

Definition: A grievance under this Article shall mean any claim by either party of a violation, misinterpretation or an unequitable application of any provision or term of this Agreement.

Step 1: Any Dispatcher, believing he/she has a grievance, may present it, orally or in writing, to the Chief of Police within ten (10) days of the occurrence in an attempt to adjust the matter. If it is not satisfactorily adjusted, the Dispatcher may request a representative of the ECA meet with the Chief of Police and with the aggrieved party, for the purpose of attempting to adjust the matter.

Step 2: Should the discussion in Step 1 fail to produce a satisfactory settlement within five (5) days, then a written report of the dispute should be made by the Grievance Committee and the report forwarded within ten (10) calendar days to the Town Board or its Representative. The Town Board or its Representative shall discuss the grievance with the Grievance Committee within twenty-five (25) calendar days of receipt of the written report. The Town will reply in writing to all grievances filed by persons covered by the Contract.

Step 3: In the event the grievance is not satisfactorily settled, within the time set forth in Step 2, either party may take the matter to Arbitration, by serving a written notice to the other party, of an intention to do so. The notice shall be served within



thirty (30) calendar days after the close of discussions and if neither party files such a notice, the matter shall be considered closed and not subject to further review.

The Town or the ECA shall refer the matter directly to the New York State Public Employment Relations Board for a list of five (5) arbitrators. Each party has the right to reject one (1) list in its entirety. If neither party rejects a list in its entirety, then by a coin flip, each party will alternately cross off an arbitrator until one name remains. The remaining name shall be the mutually selected arbitrator.

The decision of the Arbitrator shall be final and binding on both parties and the Arbitrator shall issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. The Arbitrator shall not have power to amend, modify or delete any provision of this Agreement. Expenses of arbitration services and the proceedings shall be borne equally by the Town and the ECA. However, each party will be responsible for compensating its own representatives and witnesses. Dispatchers who appear during working hours will not suffer loss of salary. If either party desires a record of the proceedings, it may cause such a record to be made at its own expense and it must provide a copy of the record to the other party and to the Arbitrator, without charge.

8.02 Union Activities

(a) The Union/ECA shall notify the Town in writing of the names of designated ECA representatives and of all changes which occur.

(b) Union/ECA representatives shall not leave their jobs unless they first obtain permission from the Department Head. Under no circumstances shall such representative engage in any activities which interfere with the proper operation of the Department or the work duties of other employees.

ARTICLE IX

9.01 Holidays

Each Police Dispatcher shall be given compensatory time-off for the following holidays, whether the Police Dispatcher works the holiday or not:

New Year's Day	Columbus Day
Patriot's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
Employee's Birthday	

Each Police Dispatcher shall be given the paid value for the following holiday, whether the Police Dispatcher works the holiday or not:

Election Day

9.02 Effective January 1, 1994, each Police Dispatcher may elect to be paid for all indicated holidays in lieu of compensatory time-off. Each Police Dispatcher shall notify the Chief of Police as to the holiday(s) he elects to be paid for and the holiday(s) he elects for compensatory time-off, during the next year. Choice can be made December 1<sup>st</sup> for the next year and June 1<sup>st</sup> is the last date to elect in that year.

9.03 Such compensatory time-off may be granted on consecutive days but not more than five (5) consecutive days at a time, subject to scheduling and approval of the Chief of Police. Holiday pay and/or pay in lieu of a Holiday shall be computed at straight time rate.

ARTICLE X

10.01 Vacations

A Police Dispatcher who has completed the period of continuous service, based upon his original employment date, indicated in the following table, in any calendar year during the term of this Agreement shall receive a vacation corresponding to such period of continuous service as shown in the following table:

Completion of 1 year	2 weeks
Completion of 5 years	3 weeks, 2 days
Completion of 10 years	4 weeks
Completion of 15 years	4 weeks, 2 days
Completion of 20 years	5 weeks
Completion of 21 years	5 weeks, 1 day
Completion of 22 years	5 weeks, 2 days
Completion of 23 years	5 weeks, 3 days
Completion of 24 years	5 weeks, 4 days
Completion of 25 years	6 weeks

10.02      Vacation Scheduling

Vacations may be taken at any time within the calendar year, subject to approval by the Chief of Police, except that Dispatchers will be limited to two (2) weeks of vacation during July and August.

Vacations will be granted, as far as possible, at times requested by the Dispatcher, but the determination to grant a vacation and to change such allotments is reserved by the Chief of Police in order to insure the orderly operation of the Department. Vacation may be taken one (1) day at a time, upon approval of the Police Chief.

10.03      Vacation Pay Advance

Upon written request, at least twenty (20) days prior to vacation time, a Police Dispatcher will be paid the estimated amount due him for his vacation period, not later than the Friday before he begins his vacation.

ARTICLE XI

11.01 Bereavement Leave

Upon request of a Police Dispatcher, a leave of absence, not to exceed five (5) consecutive days shall be granted because of death in the immediate family. Such leave shall be taken, without loss of pay or other benefits, and shall begin upon notification of death. Immediate family, for the purposes of this Section, shall mean: parent, mother-in-law, father-in-law, spouse, child, stepchild, brother, sister, brother-in-law and sister-in-law.

11.02 In the event of death of a grandparent, grandchild, son-in-law or daughter-in-law, a Police Dispatcher will be entitled to no more than two (2) consecutive days which shall include the day before and the day of the funeral. Such Dispatcher shall be paid for the days provided such days fall on a regularly scheduled work day.

11.03 In the event of death of an aunt, uncle, niece, nephew or first cousin, the Dispatcher will be granted one (1) day of bereavement leave, for which he/she will not suffer loss of pay or other benefits.

11.04 Such leave for a death in the family is intended to permit the employee time off for the purpose of handling necessary arrangements and to attend the funeral. If the funeral is not attended by the employee, no such leave shall be authorized.

ARTICLE XII

12.01 Personal Leave

Subject to scheduling and the approval of the Head of the Department, each Dispatcher is allowed four (4) Personal Leave days, without loss of pay each year.

In the event a Dispatcher does not use his Personal Leave days, such days shall be added to his accumulated sick leave in the following year.

ARTICLE XIII

13.01 Sick Leave

Each Police Dispatcher shall be entitled to accumulate one and one-quarter (1-1/4) sick days per month. Each Dispatcher shall accumulate one (1) additional sick day at the end of the calendar year for a total of sixteen (16) sick days per year, to a maximum accumulation of one hundred and fifty (150) days.

13.02 Sick Leave - Disability

A Police Dispatcher shall continue to earn sick leave days for a period of six (6) months while on a job connected (Workman's) disability.

13.03 A Dispatcher who is absent from duty, due to sickness, shall report the reason therefore to the Chief of Police, prior to the time to report to work.

13.04 When a Dispatcher is fully vested under the current Retirement Plan, and becomes disabled, the Town will make every effort to determine from the Dispatcher, in writing, of his intent to return to active duty. If the Dispatcher chooses not to return to duty, and if the Town feels a need exists to fill the vacancy, the Town will be free to fill the vacancy.

13.05 When a Dispatcher indicated he/she is going to retire, he/she shall be eligible to be paid for his accumulated sick days. The Dispatcher may either take the money in cash, or apply the money to continue his current Group Hospitalization Insurance, until the funds expire.



13.06 If the Town feels there is cause to believe that a Dispatcher is a malingerer, or otherwise an abuser of sick time, the Town may compel the Police Dispatcher to produce a Physician's note as to his ability to return to duty. Prior to this, however, the following procedure must be followed.

1. The Town must notify the Dispatcher that it believes he is not using sick time as intended. The Town must detail, in writing, the Dispatcher's actions or pattern which led the Town to believe that the Dispatcher was errant in his use of sick time.

2. No Dispatcher will be required to produce a Physician's note, unless he has received a previous written notice from the Town, except in cases where a Dispatcher is returning from sick leave absence.

3. When a Dispatcher is notified by the Town of any action that the Town may take against the Dispatcher, the ECA shall receive an exact copy of all papers served on the Dispatcher.

ARTICLE XIV

14.01 Life Insurance

The Town will provide a \$20,000 life insurance policy insuring each Police Dispatcher at no cost to the Dispatcher.

14.02 Health Insurance

The Town of Evans shall provide, as soon as possible after signing this Agreement, Blue Cross benefit coverages identified as Standard Hospital 42/43, Hospital Riders R-45, R-47 and R-48, Medical Select 60/61, Medical Riders R-21, R-45, R-47 and R-48, Major Medical BCMM-7 Rider FF \$100 deductible, Drug Rider RxG \$5.00 co-pay.

The Town shall have the option of providing two (2) single health insurance policies instead of a family plan, for married employees who have no dependent children. In the event a family plan is needed due to dependents, the change from single to family will be done as soon as possible.

The Town reserves the right to change health insurance companies after consultation with the Association and if the plans are similar in coverage.

Effective January 1, 1994 or thereafter, the Town may elect to amend the coverage in Section 14.02 to include a \$250.00 in-hospital stay deductible, known as rider C. In the event of such, the amount of the in-hospital stay shall be self-insured by the Town. An employee

incurring any portion or the entire amount of said in-hospital stay deductible, shall be reimbursed by the Town immediately upon presentation to the Town proof of said deductible being paid. A copy of the hospital bill shall serve as such proof. The employee may delete from the bill or other proof submitted, any reference to diagnosis, treatment or prognosis.

14.03      Dental Plan

In addition, the Town will provide to each individual employee eligible for hospitalization coverage, single or family dental coverage at no cost to the employee. The dental carrier shall set the guidelines and the availability of such a plan.

14.04      All newly hired Police Dispatchers hired after January 1, 1986, will be enrolled in Community Blue 1 ( attached Appendix A lists benefits under the Community Blue 1 plan. For Riders and a detailed list of benefits under Group #312182, consult the Community Blue Contract and Riders) and shall be required to pay five percent (5%) of the cost of the Plan.

Police Dispatchers hired after January 1, 1997, will be enrolled in Community Blue 1 (See Appendix A) and will pay a portion of their health insurance premium in an amount equal to twenty-five percent (25%) of such premium to the Town for the first year of employment, fifteen percent (15%) of such premium to the Town for the second year of employment, and ten percent (10%) of such premium to the Town for the third year of employment and thereafter.

In addition, employees hired after January 1, 1986 may choose Blue Cross/Blue Shield Major Medical Select plan. Those employees will be required to pay the difference in the cost of the two plans.

At the Police Dispatcher's option, said amount may be divided and deducted among the bi-weekly paychecks, upon written authorization.

14.05 If an employee is covered under another Health Insurance Plan, either by another employer or by coverage under his/her spouse's health insurance plan, then that employee shall not be eligible for coverage under the Town's plan unless such plan is proven not to be at par with the Town's plan, in which case the employee must decide under which plan he/she is to receive coverage but under no circumstances shall the employee be covered under double coverage.

14.06 If, at some later date it is proven that the employee or their spouse is no longer covered by another health plan, then that employee may be considered eligible for coverage under the Town's plan.

14.07 If the monthly premium rates increase on or after January 1, 1988 for the above coverage, the Town and the Association will negotiate over the impact of the increase. In the event negotiations are at impasse, one (1) months after the effective date of the increase, Interest Arbitration will be used to resolve the issue of impact resulting from the increased cost of the health insurance.

#### ARTICLE XV

##### 15.01 Retirement Benefits

The Town will provide and maintain the current Retirement Plan (75C) for all full time police Dispatchers pursuant to the provisions of the New York State Retirement System and Social Security Law.

ARTICLE XVI

16.01 Disciplinary Actions

A Police Dispatcher will be given a copy of any warning, reprimand, suspension or disciplinary action entered into his/her personnel record within three (3) days of the action taken.

16.02 Record of Complaints

No record or reference to a complaint, either departmental or external, lodged against a Police Dispatcher, will be entered into his/her record if, after investigation, the complaint is decided by the Town to be unfounded.

16.03 Copies of File

Nothing shall be placed in a Dispatcher's file unless he/she is provided a copy of the same.

ARTICLE XVII

17.01 In-Service Training

Any Police Dispatcher required to attend in-service training, on his/her off duty time, shall be compensated for such time at his/her regular rate of pay with a minimum of two (2) hours.

17.02 Tuition

The Town will pay the full costs of all tuition, books and other school fees for all Police Dispatchers, authorized by the Town, who attend school or seminars relating to their work.

## ARTICLE XVIII

### 18.01 Bulletin Board

The Town will provide one (1) bulletin board at the Police Station which will be used exclusively for EPCA notices.

## ARTICLE XIX

### 19.01 Management Rights

The Town shall have the right to make such directions, rules and regulations, as may be deemed necessary to the Town for the conduct and management of affairs of the Town and the ECA agrees that the Dispatchers shall be bound by and obey such directions, rules and regulations, insofar as the same do not conflict with the Terms of this Agreement and insofar as such rules are made known and placed in a conspicuous place within the Department Headquarters, which is accessible to all Dispatchers.

There is reserved, exclusively to the Town, all responsibilities, powers, rights and authorities, expressly or inherently vested in it by the Laws and Constitutions of the State of New York and the United States excepting where expressly, and in specific terms, limited by the provisions of this Agreement.

All of the authority, rights and responsibilities possessed by the Town are retained by it, including, but not limited to, the right to determine the mission and standard of service to be offered by the Police Department, purposes, objectives and policies of the Board to determine the facilities for the conduct of the Town programs.

ARTICLE XX

20.01 Savings Clause

If any section, sub-section, sentence, clause, phrase or any portion of this Agreement is, for any reason, held to be invalid or unconstitutional by any Court of Competent Jurisdiction, such provision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

20.02 Terms of Agreement

This Agreement, except as may be hereafter modified in writing, by both parties, shall become effective January 1, 2000 (retroactively) and remain in force until December 31, 2003 or until such time as a subsequent Agreement becomes effective.

20.03 Entire Agreement

This Agreement constitutes the entire Agreement between the parties.

The Town will make available, to all Police Dispatchers, a copy of this Agreement.

20.04

Renewal of Agreement

Negotiations for renewal of this Agreement will commence on or about July 1, 2003 or such date as the parties mutually agree upon.

IN WITNESS THEREOF, the parties hereto have hereunto and hereunder set their hands and seals this 16<sup>th</sup> day of May, 2000.

TOWN OF EVANS

Robert A. Catalini II

Supervisor

May 16, 2000  
Date

TOWN OF EVANS COMMUNICATION  
ASSOCIATION

Lynette Brauner  
President

May 16<sup>th</sup>, 2000  
Date



# Your BENEFITS



Dear Member:

Thank you for being the most generous. Being the HMO of Blue Cross and Blue Shield of Western New York has been a real pleasure. We are so pleased that you are a member.

As a member, you are eligible for a wide range of services and programs. These include: hospital care, medical care, dental care, vision care, and more. We are committed to providing you with the highest quality care and services available.

To make the most of your membership, please contact your local office. We can help you understand your benefits and how to use them. We are here to help you every step of the way. We are committed to your health and well-being.

For more information, please call 1-800-XXX-XXXX. We are here to help you every step of the way. We are committed to your health and well-being.

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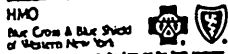
MEMBER [REDACTED] SUFFIX 01

ID# [REDACTED] GROUP#: 312182



Benefit	Member Copayment
PCP office visit	\$5
Specialist	\$10
Emergency room	\$35
Inpatient	\$0
Prescription drug	\$5

Community BLUE



1901 Main Street, P.O. Box 159  
Buffalo, New York 14240-0159

This is your Community Blue member identification card. Carry it with you at all times and present it to the hospital or doctor whenever you or one of your eligible dependents receive medical care. Please refer to your Community Blue contracts and riders for complete details about your benefits.

When sending inquiries about your coverage please include your name, identification number and group number from the front of this card.

MEMBER SERVICE: 884-2800 or 1-800-544-2583  
RX DRUG Wellpoint/ProServ 1-800-962-7378 Plan Code 301  
PCP VERIFICATION call 884-0943

EMERGENCY PROCEDURES

IN WESTERN NEW YORK In a medical emergency call your primary care physician (PCP) to direct you to the care you need. In a life threatening emergency, go to the nearest emergency room and notify your PCP within 48 hours.

WHEN YOU ARE TRAVELING In a life threatening emergency, go to the nearest emergency room and notify your PCP within 48 hours. For urgent care, call Away From Home Care at 1-800-4-HMO-USA. If an HMO-USA plan is not available near you, contact your PCP.

# YOUR COMMUNITY BLUE BENEFITS

Here are some of the benefits you have with Community Blue. For complete details about your benefits, please refer to your Community Blue Contract and riders.

## Medical Care

Primary Care Physician office visits, including physical exams, treatment for illness or injury and OB/GYN exams.	\$5 co-payment
Well child care and immunizations.	Covered in full
Diabetic equipment and supplies and insulin and oral agents.	\$5 co-payment
Specialist office visits, including specialist care, allergy testing and treatment, diagnosis and treatment of eye diseases and routine hearing screening.	\$10 co-payment
Routine eye refractive exam, one every two years for adults and children. Once per year for children age 14 and younger with a documented refractive error.	\$10 co-payment
Diagnostic x-rays and mammograms.	Covered in full
Laboratory services.	Covered in full
Outpatient physical, occupational or speech therapy, short term, up to a total of 20 visits per member per year.	\$10 co-payment
Outpatient therapeutic services, including chemotherapy, radiation therapy and hemodialysis.	\$10 co-payment
Cardiac rehabilitation, 24 visits per calendar year.	\$10 co-payment
Outpatient surgery performed in a hospital or ambulatory care center.	\$10 co-payment

## Inpatient Hospital Care

Room and board, semi-private room for unlimited number of days when medically necessary and approved by Community Blue.	Covered in full
Medical services, including surgery, assistance at surgery, anesthesiology, consultations, and hospital ancillary services, including general nursing service, laboratory services and x-rays.	Covered in full

## Emergency Room Care

Worldwide coverage for medical emergencies.	\$35 emergency room co-payment (Waived if admitted)
Emergency and medically necessary ambulance services.	Covered in full

APPENDIX- A

**Maternity Care**

Office visits before birth (pre-natal care). Delivery. Office visits after birth (post-natal care).	Covered in full
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**Mental Health Care**

Outpatient care, up to 20 visits per member, per year.	\$10 co-payment: Visits 1-5 50% co-payment: Visits 6-20
Inpatient care, up to 30 days per member, per year for acute care.	Covered in full

**Substance Abuse Treatment**

Outpatient treatment, up to 60 visits per member per year.	\$10 co-payment
Inpatient detoxification for chemical dependency, up to 30 days per member per year. (Inpatient rehab services are not covered under the basic contract.)	Covered in full

**Other Services**

Home health care visit.	\$10 co-payment
Durable medical equipment.	20% co-payment
Skilled nursing facility care, non-custodial, up to 50 days per person per year.	Covered in full
Post mastectomy prosthetics.	Covered in full

**Urgent care**

Community Blue covers you for urgent care when you're away from home through HMO-USA, a national network of Blue Cross and Blue Shield HMOs. If you need urgent care while away from home, simply call the toll-free referral service (1-800-4-HMO-USA). If a participating HMO is available near you, the referral service will provide the Host HMO's name, location, telephone number, service hours, and the name of the Away from Home Care Coordinator you should contact to arrange for care.

**Guest Memberships**

HMO-USA also gives you an added benefit if you or a family member will be outside Western New York for a long period of time, whether it's extended out of town business, semesters at school or families living apart. For someone who will be away from home for at least 90 days, we offer a Guest Membership at an affiliated HMO near your location. Guest Memberships allow you to join another HMO and receive a full range of benefits offered by that HMO.

To find out more about HMO-USA's Guest Memberships, call Community Blue at 884-2800 or 1-800-544-2583.

**ECA CONTRACT PROPOSAL  
NUMBER 4**

**January 19, 2000**

- #1 Four (4) contract contingent on agreement of the following proposals**
- 2 All items to be retroactive should the negotiations continue past the expiration date of the contract December 31, 1999 as stated in terms of agreement 20.02**

**#3 ARTICLE VI SALARIES**

**6.01**

**January 1, 2000 Increase all steps by 3.50%**  
**January 1, 2001 Increase all steps by 3.25%**  
**January 1, 2002 Increase all steps by 2.75%**  
**January 1, 2003 Increase all steps by 2.50%**

**#4 6.02 OVERTIME**

**WITHDRAW PROPOSAL**

**#5 6.03 LONGEVITY**

**Add \$50.00 per year per step (same as local #41) ACCEPT TOWNS  
PROPOSAL**

**6.04 CLEANING ALLOWANCE**

**#6 Add \$25.00 per year for the first and second year. \$50.00 per year for the third & fourth year.**

**#7 6.05 SHIFT PREMIUM PAY**

**Increase to \$.50 per hour for each hour worked for the first, third and relief shift. Effective January 1, 2000. ACCEPT TOWNS OFFER.**

**#8 Article VIII**

**7.03 Jury duty AGREED ON THE FOLLOWING LANGUAGE:**

**When a dispatcher is required to serve on Jury Duty, the day will be scheduled as a regular day of work. If the Jury Duty falls on the dispatchers regular day off, the dispatcher will be scheduled a different day off. No benefits will be lost while the dispatcher is subject to Jury Duty. ITEM AGREED UPON BY BOTH PARTIES.**

**#9 ARTICLE IX**

**9.01 HOLIDAYS**

**Add election day - pay only ITEM AGREED UPON BY BOTH PARTIES.**

**#10 9.03 Holiday Pay**

**No change in current Language**

**ARTICLE X**

**#11 10.01**

**VACATIONS**

**In addition to current vacation schedule, dispatchers will receive the following:**

- Upon completion of 21 years      5 weeks, 1 day**
- Upon completion of 22 years      5 weeks, 2 days**
- Upon completion of 23 years      5 weeks, 3 days**
- Upon completion of 24 years      5 weeks, 4 days**
- Upon completion of 25 years      6 weeks**

**AGREED UPON BY BOTH PARTIES.**

**#12 ECA WITH DRAWS PROPOSAL**

**#13. ECA WITH DRAWS PROPOSAL**

**MEMORANDUM OF UNDERSTANDING**

**BY THE SIGNING OF THIS AGREEMENT WHICH CONSIST OF TWO (2) PAGES,  
THE EVANS COMMUNICATIONS ASSOCIATION AND THE TOWN OF EVANS  
AGREE ON ALL OF THE ABOVE LISTED NEGOTIATED ITEMS.**

*Amy P. Blasing*  
ECA REPRESENTATIVE

2/24/00  
DATE

*Robert G. Catalini II*  
SUPERVISOR TOWN OF EVANS

February 17, 2000  
DATE