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Oct.13,2013
Final Draft
Of Final
Agreement

COLLECTIVE NEGOTIATIONS AGREEMENT

Between

TOWN SUPERVISOR of the

TOWN OF LOCKPORT

And

**CIVIL SERVICE EMPLOYEES ASSOCIATION
C.S.E.A. Local 1000 AFSCME, AFL-CIO**

JANUARY 1, 2012 - DECEMBER 31, 2016

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

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PREAMBLE

WHEREAS the Civil Service Employees Association Local 1000 filed a petition for recognition with the New York State Public Employment Relations Board on September 3, 2002 under Case No. C-5247, and

WHEREAS the Town of Lockport, on or about November 19, 2002 formally recognized the Civil Service Employees Association Local 1000 as the sole and exclusive bargaining unit, pursuant to the Taylor Law, Section 207 of the New York State Civil Service Law.

BE IT RESOLVED as follows:

1. The unit recognized includes the following titles:

All full-time and part-time employees in the following titles: Court Clerk, Clerk (Water), Clerk (Building and Assessing), Data Processing Control Clerk, Deputy Town Clerk / Deputy Registrar of Vital Statistics, Deputy Building Inspector and Deputy Assessor, and any other titles that may be created by the Town that the parties agree that such titles share a community of interest with this bargaining unit. Should the parties not agree to placement in this unit, either party reserves its statutory rights to petition PERB for a placement determination.

2. The following titles are hereby excluded from certification and recognition as part of the unit:

- a. Assessor and Building Inspector;
- b. All other employees and Officials of the Town of Lockport.
- c. All other part time employees of the Town of Lockport.

ARTICLE 1 CONCERNING THIS AGREEMENT

SECTION 1.1 DEFINITIONS

1.1.1 "Town" means the Town of Lockport and applies to all persons (such as the Town Supervisor) and bodies (the Town Board), authorized to act on behalf of the Town.

1.1.2 "Board" means the Town Board and applies only when it is intended that the Board itself shall act or refrain from action.

1.1.3 "Town Supervisor" means the person elected to the position of Town Supervisor. Anything which this Agreement requires or permits the Town Supervisor to do may be done by the person designated by the Town Board to act on behalf of the Town as Acting Town Supervisor.

1.1.4 "Association" means the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL- CIO .

1.1.5 "Party" means the Town or the Association.

1.1.6 "Parties" means the Town and Association.

1.1.7 "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.

1.1.8 "Employee" means a person holding a position included in the Preamble of this Agreement.

1.1.9 Only full_time employees shall be eligible for fringe benefits under this Agreement unless a provision expressly states otherwise.

1.1.10 Gender Neutral Agreement. Any provision of this agreement referring to either a male employee or a female employee shall apply with equal force and effect to an employee of the opposite gender.

1.1.11 " Department Head" means either the Town Clerk, Town Building Inspector, or Town Assessor.

1.1.12 " Immediate Supervisor" means any of the titles in 1.1.11 above, and also the Deputy Assessor and Deputy Building Inspector.

1.1.13 - Part-time employees eligible for fringe benefits- In order to be eligible for fringe benefits pursuant to this agreement, part-time employees must be employed in a title within the recognition clause of this agreement, and assigned to a regular weekly schedule of at least seventeen (17) hours, or more per week.

SECTION 1.2 INTERPRETATION AND LEGAL EFFECT

1.2.1 COMPLETE AGREEMENT _ This Agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that the negotiations will not have to be re_opened on any item, whether contained in this Agreement or not, unless both parties mutually agree, in writing, to re-open negotiations on a specific item or items. The operation of the Town and direction of employees are vested exclusively in the Board.

1.2.2 SAVINGS CLAUSE _ No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If the Agreement requires a party or employee to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid. Should any provisions of law make invalid a provision of this

Agreement, the parties shall meet within thirty (30) days for the purpose of negotiating a lawful replacement provision.

1.2.3 LEGAL EFFECT _ Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being a descriptive summary of such law, rule, or regulation. With respect to the subject matter of any such provision of the Agreement, it is the intention of the parties that the provisions of the cited law, rule, or regulation shall control.

1.2.4 MANAGEMENT RIGHTS _ Except as expressly limited by other provisions of this Agreement, including the grievance procedure, 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, purposes, objectives and policies of the Town; to determine the facilities, methods, means and number of personnel for the conduct of the Town's programs; to examine, select, recruit, hire, appraise, train, retain, promote, assign or transfer employees, pursuant to law; to direct deploy and utilize the work force; to establish specifications for each class of positions, and to classify or reclassify, and to allocate or re_allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement. The Town retains the sole right to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement except that utilization of non- unit employees or contractors will not result in a layoff of bargaining unit employees or a reduction in their normally scheduled hours. Nothing in this paragraph or entire agreement would prohibit the abolition of a vacant position for any reason. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control. This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations; therefore, both parties agree that negotiations will not be re_opened on any item, whether contained herein or not, during the life of this contract unless mutually agreed upon in writing.

The Town also reserves the right to hire temporary and / or seasonal employees each year, on an as needed basis but the duration of temporary employee shall be limited to six (6) months, or the equivalent of the length of leave granted a regular employee for whom the temporary hire is substituting to accomplish bargaining unit work when and where it deems it appropriate.

The Town also reserves the right to hire seasonal employees to assist regular employees, but the duration of seasonal employees shall be limited to six(6) months, and seasonal employees will not be used to replace regular employees or to perform bargaining unit work when a regular employee of the bargaining unit is on a layoff.

Not by way of limitation of the foregoing clause, the Town retains the right and responsibility, subject always to the terms of this Agreement, to:

1. Hire, discharge, transfer, suspend and discipline employees;
2. Determine the number of employees required to be employed, laid off or discharged;
3. Determine the qualifications for employees;
4. Determine the starting and quitting time and the reasonable hours to be worked by its

- employees;
5. Make any and all reasonable rules and regulations;
 6. Determine the work assignments of its employees;
 7. Determine the basis for selection, retention, and promotion of employees to or for occupations within the Bargaining Unit established by this Agreement subject to Civil Service Law.
 8. Determine the type of equipment and the sequence of work processes;
 9. Determine to make technological alterations by revising either processes or equipment;
 10. Determine work standards and the quality and quantity of work to be produced;
 11. Establish, expand, transfer, and/or consolidate work and facilities;
 12. Transfer or subcontract work, provided there is no layoff of bargaining unit employees or reduction in the normally scheduled hours of employees not laid-off.
 13. Terminate or eliminate all or any part of its work or facilities;
 14. Request a drug/alcohol test of an employee where reasonable suspicion exists, subject to the attached drug/alcohol testing policy.

1.2.5 PAST PRACTICES - Unless this Agreement explicitly requires it to, the Town is under no obligation to continue any past practice.

1.2.6 RESIDENCY REQUIREMENT: It is hereby agreed that residency within the County of Niagara on the date of hire shall be required in accordance with New York State Civil Service Laws and Niagara County rules, effective October 15, 2008. Continuation of residency is a condition of employment.

1.2.7 Title Change for Court Clerks : **Effective with the signing of the 2012-2015 contract, both parties agree that this contract will reflect the Official Civil Service Title as "Justice Clerk", with no financial or fringe benefit changes whatsoever. The Town hereby agrees to the Title change only, that the contract will reflect the accurate Civil Service title with no financial or fringe benefit changes whatsoever.**

SECTION 1.3 RECOGNITION AND OTHER ASSOCIATION TOWN RELATIONS

1.3.1 RECOGNITION _ The Town agrees to recognize the Association as the sole and exclusive representative for the purposes of collective negotiations and the administration of grievances of the employees of the Town in the employer-employee negotiating unit described in the Preamble of this Agreement. Such recognition shall extend for the maximum period permitted by law.

1.3.2 STRIKE PROHIBITION _ There shall be no strikes or work stoppages for any

reason whatsoever. The Association affirms that it does not assert the right to strike against any government, to assist or participate in such a strike or to impose an obligation to conduct, assist or participate in such a strike. Furthermore, the Association agrees that it, and its members shall not prevent or attempt to prevent, or interfere with the right of any person or employee to gain access to any of the Town's buildings or property.

1.3.3 NO REPRISALS There will be no reprisals of any kind taken against any employee by reason of membership in the Association or participation in any of its legal activities.

1.3.4 DUES DEDUCTION The Town will deduct Association membership dues from the salaries of employees upon the presentation of voluntary dues deduction authorization cards signed by individual employees. The cards shall be submitted to the Town two (2) weeks prior to the payroll period the deductions are to begin. The Town will transmit the monies monthly to the Association. The Association shall submit to the Town Clerk, prior to the start of each year a notice signed by the President of the Association of the amount of dues to be deducted for each employee. The Association shall indemnify, defend and hold the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Town pursuant to this paragraph. The Town agrees to allow employees the use of a single deduction for approved CSEA benefits. CSEA, the local unit, and the individual employees involved, agree to hold the Town and its employees and agents harmless from any and all liability for these deductions. The Association shall defend and hold the Town harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of actions taken or not taken by the Town to comply with the terms of this provision.

1.3.5 AGENCY FEE The Town agrees to deduct from the wages or salary of employees of such negotiating unit who are not members of the Association the amount equivalent to the dues levied by the Association, and shall transmit such monies to the Association. Provided, however, that the foregoing provision of this section shall only be applicable in the case that the Association has established and maintains a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro_rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association shall defend and hold the Town harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of actions taken or not taken by the Town to comply with the terms of this provision, or in reliance on a certification issued by the Association.

1.3.6 CSEA REPRESENTATIVES The representatives of the Association, certified by written notice to the Town Supervisor each January 2, shall be permitted access to employees in the unit. The Association representative will check in at the main office before conducting any business with members of the unit. Business should not be conducted that will interfere with the work of the employee.

1.3.7 BULLETIN BOARDS The Town will allow the Association to post information on

designated bulletin boards provided by the Town.

1.3.8 BUILDING USE The Association may request to use a Town owned or operated facility by placing a written request with the Town Supervisor one (1) week in advance of the intended date. If the request is granted by the Town Supervisor, and the building is not otherwise open, the Association shall reimburse the Town for all costs associated with the use of the facility.

SECTION 1.4 NEGOTIATION OF SUCCESSOR AGREEMENTS

1.4.1 NOTIFICATION TO BEGIN NEGOTIATIONS The Town and the Association agree that either party wishing to amend the existing Agreement shall notify the other, in writing, within the month of June (June 1 through June 30), of its final year. The parties, by mutual written agreement, may waive the time limits stated in this section. Should either or both parties determine an impasse exists, either or both can request the assistance of PERB consistent with the laws and rules which govern such a situation.

1.4.2 SELECTION OF REPRESENTATIVES Both parties in any negotiations shall not have any control over selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the Town.

ARTICLE 2 PERFORMANCE APPRAISAL

2.1.1 PURPOSE OF APPRAISAL The Parties agree that the purpose of a performance appraisal is to provide feedback to employees about their performance so that employees can meet the standards of work expected of them.

2.1.2 FREQUENCY OF APPRAISALS The performance appraisal and evaluation of an employee's performance shall rest with the Town and shall be performed by the Town in a professional manner. Appraisals shall be done by the relevant Department Head of the employees department whether or not that Department Head is the employees direct supervisor. The member shall receive from the administration candid evaluations and appraisals of his/her work and suggestions on ways to correct any deficiencies. The unit member is expected to cooperate in such matters. Employees who have achieved permanent status (that are not on probation) shall be appraised at least one (1) time per year. Probationary employees may be appraised and evaluated as many times as the Town feels is necessary. The provisions of this Agreement indicating at least one (1) appraisal per year shall not prohibit the Town from appraising, either formally or informally, permanent employees more than one (1) time per year should the Town feel that that is necessary. Should the Town feel that a permanent employee is not performing well and decides to evaluate that employee more than one (1) time in a year; there will first be a meeting with the employee, and if requested by the employee, the employee's representative, and the Town Supervisor or his/her designee for the purpose of giving the employee the reasons and areas in which the employee needs to improve.

2.1.3 APPRAISAL CONFERENCE _ An employee may request to have any of his/her appraisals discussed with the appraiser. Each appraisal shall be signed by the employee signifying review with the employee, however, such signature does not signify agreement with the appraisal. An appraised employee shall have the right to respond to his/her appraisal in writing which shall be filed with the appraisal in the employee's personnel file.

SECTION 2.2 PERSONNEL FILE

2.2.1 EMPLOYEE REVIEW OF PERSONNEL FILE _ An employee may request to review his/her personnel file maintained by the Town. Such request for review shall be in writing, scheduled at a mutually convenient time and be observed by a Town representative. Excluded from review shall be any confidential materials. Confidential materials as defined in this section shall include recommendations for employment or promotion, as well as initial employment references.

2.2.2 COMPLAINTS CONCERNING EMPLOYEES _ Any complaint concerning an employee which is to become a matter of record shall be discussed by a Town representative with that employee before it is placed in the Town's personnel file on that employee. An employee shall sign said material which shall serve as acknowledgment that the matter has been reviewed, but does not signify agreement.

2.2.3 EMPLOYEE RESPONSES _ An employee shall have the opportunity to include in his/her personnel file, maintained by the Town, a written response to any material contained therein.

ARTICLE 3 LEAVES OF ABSENCE

SECTION 3.1 SICK LEAVE

3.1.1 SICK LEAVE ALLOTMENT _ Sick leave, with regular pay, shall be granted to all full time employees and shall accrue at the rate of one (1) day per month following an employee's initial six (6) months of continuous full-time service and may accumulate up to twelve (12) days per fiscal year. Sick leave shall be used only for the personal illness of the individual employee.

B. Sick Leave Allotment for Part-time employees: Part-time employees shall be eligible for the accrual of sick leave credits at the rate of one-half (½) day credit per month, and a total accumulation of fifty (50) half-days of sick leave accumulation. If a part-time employee is absent without pay at any time during the month, such employee will not be entitled to an accrual for that month, unless the time is made up during the month and there is no unpaid leave time.

3.1.2 SICK LEAVE ACCUMULATION _ These sick leave days shall accrue at the rate of one (1) day per month for all full-time employees to a maximum accrual of one hundred thirty -

five (135) sick leave days. An employee changed to a position with different hours shall transfer his/her accumulated sick time to his/her new position, based on the number of hours regularly assigned per day accumulated prior to transfer. Once an employee reaches the maximum amount of accrued sick leave, no more sick leave credits will be earned by the employee, except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals again to the appropriate number of maximum days.

3.1.3 SICK LEAVE VERIFICATION _ The Town has the right to require a doctor's statement and/or examination by a doctor of the Town's choice to verify the use of sick leave in any instance. If a person is absent for three (3) consecutive days, a doctor's certificate must be provided unless waived by the Town Board. All leaves of any kind (other than sick leave) are subject to the approval of the Town. The Town retains the right to require evidence in support of any leave time (including sick leave time) requested by the employee.

3.1.4 SICK LEAVE REPORTING AND RECORDS _ In order to be paid for sick leave, an employee must notify his department head or the Town Clerk within one-half hour of the employee's start time. Sick leave records shall be kept regularly and recorded in the employee's personnel file and records of sick leave accumulation and use shall be available for review by the Town Board.

3.1.5 SICK LEAVE CASH OUT AT RETIREMENT _ For all employees hired before June 16, 2004, a maximum of one hundred five (105) days of accumulated sick days can be taken in cash at the current rate upon voluntary separation from Town employment provided the employee has at least ten (10) years of continuous service with the Town at the time of separation.

For all employees hired after June 16, 2004, a maximum of fifty (50) days of accumulated sick days can be taken in cash at the current rate upon retirement from Town employment and immediate eligibility and receipt of NYSLERS retirement benefits.

Employees hired after June 16, 2004 leaving Town service, other than retirement, whether voluntarily or involuntarily, shall not receive pay for accrued sick leave.

3.1.6 SICK LEAVE CALCULATIONS - Calculations of sick leave shall be based on an employee's anniversary date. The unit for computation of sick leave shall not be less than one-half (1/2) days. Credits cannot be earned for the period an employee is on leave of absence without pay, under disciplinary suspension involving the loss of working time, or for employees who are on Worker's Compensation or on sick leave. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time "served" by the employee. Sick leave shall be taken in no less than one-half day increments.

3.1.7 SICK LEAVE FOR MEDICAL/ DENTAL VISITS- Leave for dental or medical visits is at the discretion of the Department Head. Each such absence in excess of two hours shall be charged to earned sick leave credits in one-half day units. Each employee shall present a slip signed by his/her doctor or dentist when returning to work. The privilege of using two hours

for dental/medical appointments is to be used only for the employed person and not for the accompaniment of other family members to medical or dental visits. This privilege is at the discretion of the Dept. Head, shall not be unreasonably denied and any denial shall not be subject to the grievance procedure.

SECTION 3.2 PERSONAL LEAVE

3.2.1 PERSONAL DAYS ALLOTMENT All full-time employees shall be entitled to three (3) days of personal leave with pay each year to be utilized for personal reasons. In order to take a personal leave day the employee must inform the department head or Town Supervisor of leave to be taken for personal reasons at least one (1) day (twenty-four hours) prior to said leave, unless the situation requiring the leave is an emergency. If an emergency situation arises, the employee may claim personal leave immediately. Claiming leave for personal reasons shall not reduce the accumulated sick leave of the employee. An employee is not eligible for personal leave days until the completion of six (6) months employment, after which time personal leave available will be prorated (1.5 days), until an employee's anniversary date when the allotment shall become three days per year. Personal leave days are not cumulative and expire at the end of the calendar year, except that a pro rated benefit earned by a new employee during the first full year of service (1.5 days) may be carried into and used in the following year.

3.2.2 PERSONAL DAYS JUSTIFIABLE REASONS - The following reasons are justifiable for such requests:

- (a) Personal business, financial, real estate, health, etc.
- (b) Funeral for someone other than the immediate family.
- (c) College graduation involving the employee or his/her child.
- (d) Parent taking child to or from college (one (1) in family may take a personal day.)
- (e) Other reasons may be acceptable as determined by the Town Supervisor. These other reasons set no custom, practice, or precedent for other employees in the unit. The Town Supervisor's decision to grant or deny other reasons is non-reviewable and not subject to the grievance procedure.

3.2.3 PERSONAL DAYS INADEQUATE REASONS - The following reasons are not considered adequate:

- (a) Extended vacation before or after holidays except in case of emergency.
- (b) Participation in sports events.
- (c) Interview for another position.
- (d) Hunting, fishing, trapping.
- (e) Shopping
- (f) Trip with husband or wife.

SECTION 3.3 LEAVE OF ABSENCE WITHOUT PAY

3.3.1 LEAVE OF ABSENCE WITHOUT PAY - A leave of absence without pay may be granted for justifiable reasons at the sole discretion of the Town Board for a period not to exceed six (6) months to a full - time employee. Any such application shall be in writing and shall state the reason for the requested leave and its duration. A leave of absence without pay will not result in the loss of benefits accrued by the employee prior to the commencement of such leave. Such leave shall be without fringe benefits during the duration of the unpaid leave of absence. An employee wishing to continue group health insurance benefits during unpaid leave of absence must remit payment of the full premium to the Town at least one week prior to the commencement of the month during which coverage is to be provided. Failure to report to work at the end of the leave period will be considered a voluntary resignation.

3.3.2 PRIOR NOTIFICATION FOR LEAVE - An employee making application for general leave of absence will do so in writing at least thirty (30) working days prior to the date that the leave is to begin. The application shall include the beginning and termination dates of such leave.

3.3.3 NOTIFICATION OF RETURN - The employee must contact the Town Supervisor in writing, not later than fifteen (15) working days prior to the ending period of such leave concerning his/her plans upon return. Unless an extension is requested and granted, or the employee signifies his/her intention to return to service at the expiration of the leave, the Board shall be entitled to terminate the employee's service with the Town.

3.3.4 BOARD DISCRETION - The Town Board in its complete discretion shall approve or reject the leave of absence within thirty (30) calendar days of such application. The rejection of such leave shall not be subject to the grievance procedure and the granting of said leave shall not establish a custom, practice or precedent for future applicants.

SECTION 3.4 BEREAVEMENT LEAVE

3.4.1 - A. LENGTH OF LEAVE - Any member shall be entitled to apply for bereavement leave not to exceed four (4) consecutive work days at the normal straight time rate of pay for a death in the immediate family as defined below.

3.4.1. -B. BEREAVEMENT LEAVE FOR PART-TIME EMPLOYEES- Part-time employees shall be eligible for two (2) half days of paid bereavement leave.

3.4.2 DEFINITION OF IMMEDIATE FAMILY - For purposes of bereavement leave, the immediate family shall include the employee's spouse, parents, grandparents, child, step-child, brother, sister, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or other person occupying the position of a parent of the employee , or of his or her spouse.

3.4.3 PURPOSE OF FUNERAL LEAVE - The purpose of bereavement leave is to allow an employee to attend the funeral for such relative. As such the employee must attend the funeral unless prohibited due to circumstances beyond the employees' control. Any abuse of bereavement leave rights and privileges shall subject the employee to denial of paid leave and to disciplinary consequences.

3.4.4 ADJUSTMENT - The start date of bereavement leave may be adjusted by the immediate supervisor of an employee to deal with unique circumstances such as a delayed funeral, or death out of the area. These adjustments shall create no past practice or precedent and are not subject to the grievance procedure.

SECTION 3.5 OTHER LEAVES AND LEAVE PROVISIONS

3.5.1 UNAUTHORIZED LEAVE - Any absence of an employee from work, including absence for a single day or part of a day, which is not authorized by a specific grant of leave under the provisions of the Collective Bargaining Agreement, shall be deemed an unexcused absence without pay.

3.5.2 CONSTRUCTIVE RESIGNATION - An employee will be considered to have abandoned employment and consequently will be terminated from service if the employee is absent for five (5) consecutive working days without notification to his Department Head.

3.6 PUBLIC OBLIGATIONS AND SERVICES - JURY DUTY

Town employees will be compensated by the Town for the difference between the sum paid for jury duty (for a period not to exceed six (6) weeks) at his or her normal daily rate of pay from the Town. As a condition of receiving said payment, the employee must notify his/her Supervisor that he/she has been called to report for jury duty selection and if selected as a juror and he/ she must report to work when the jury is not in session during the employee's regular working hours.

3.7 MILITARY LEAVE

Military leave should be granted in accordance with New York State Military Law Section 243, and according to the laws of the United States .

3.8 PREGNANCY LEAVE

3.8.1 PRIOR NOTIFICATION - A full-time employee if wishing to utilize pregnancy leave shall notify the Town Supervisor as early as possible, but no less than sixty (60) days prior to the start of such leave.

3.8.2 BEGINNING DATE AND LENGTH OF LEAVE _ Pregnancy leave shall begin at the time the employee's physician states that she is no longer capable of performing her duties. Members returning after pregnancy leave must have a certificate from the attending physician and/or Town physician stating that she is physically fit to perform normal duties. The period of leave is limited to six (6) months.

3.8.3 ADOPTIVE LEAVE BEGINNING DATE _ In the event the leave is for an adopted child, written notice will be given to the Town Supervisor upon acceptance as an adoptive parent. Upon receipt of the child, a second written notification will be given to the Town Supervisor stating when the leave will start.

3.8.4 EFFECT ON PROBATIONARY PERIOD _ If a pregnancy or adoptive leave is granted before the end of the probationary period, the unit member must complete the unexpired portion of the probationary period satisfactorily upon return from leave before being entitled to permanent Civil Service status.

3.8.5 RIGHT TO RETURN _ An employee taking a pregnancy or adoptive leave shall be entitled to return to a position in the Town comparable to the one the employee held prior to going on leave. The termination date of the leave shall be agreed upon between the employee and the Town Supervisor at the time the leave is requested.

3.8.6 SALARY DURING LEAVE _ An employee shall be entitled to use accumulated sick leave benefits for a period of thirty (30) working days prior to the date of birth, and for the period of disability accompanying child birth (normally either six (6) to eight (8) weeks after the date of birth) if said employee has completed at least two (2) full years of service prior to commencement of said leave. Any other period of pregnancy leave shall be without pay.

SECTION 3.9 VACATION

3.9.1 VACATION ALLOTMENT _ Only full time employees shall qualify for paid vacations according to the following schedule. "Full time employee" means any employee regularly scheduled to work 35 hours per week or more. Part time, temporary and seasonal employees are not eligible for any paid vacation.

A. - After one (1) full continuous year of service , based on an employee's anniversary date
- five (5) days annually

B. - After two (2) full continuous years of service , based on an employee's anniversary date - ten (10) days annually

C. - After five (5) full continuous years of service , based on an employee's anniversary

date - fifteen (15) days annually

D. - After fifteen (15) years of full continuous service, based on an employee's anniversary date - twenty (20) days annually.

E. - Effective January 1, 2013, after twenty-five (25) years of full continuous service, based on an employee's anniversary date- twenty-five (25) days annually.

Service time shall be computed as one (1) year from the anniversary date of employment within the Town. All such time should be continuous service within the Town. Vacation time should be arranged with the immediate supervisor and is subject to approval by the employee's Department Head. Vacations must be earned and may be taken by the employee at a time convenient to the Department, with the approval of the Department Head. A maximum of two (2) consecutive weeks will be allowed, and no more than one (1) employee per department shall be on vacation, except with prior approval of the Department Head.

3.9.2 VACATION - SCHEDULING - An employee must apply for vacation with his department head and have his vacation approved by the department head. The department head will maintain a six (6) month advance vacation schedule for all employees and said schedule will be designed and implemented so that departmental operations may be maintained in an effective and efficient manner. No employee may take more than two (2) weeks of vacation at one given time, unless approved by the Town Board in advance. A department head may, at his discretion allow an employee to utilize earned, accrued vacation time at a time other than the scheduled time. No request for non-scheduled earned vacation time shall be honored by a department head unless the request is received at least twenty-four (24) hours in advance, except in the case of an emergency.

3.9.3 VACATION CARRY-OVER - All vacation time must be used during the fiscal year and if not so used will be forfeited. Vacations must be taken during the 12 months period following the anniversary date of the employee. Vacation time will not be cumulative. Any exception must be approved by the Department Head, the Town Supervisor, and the Town Board.

3.9.4 VACATION AT TERMINATION - Any employee who terminates his employment, except for dismissal for cause, is entitled to receive payment for vacation earned but not taken at the time of termination, including a prorated vacation benefit for the partial year in which employment is terminated. An employee that has worked less than one (1) year will not be entitled to any vacation time or pay upon termination for any reason.

SECTION 3.10 - PAID HOLIDAYS

3.10 PAID HOLIDAYS - All employees shall qualify for paid holidays according to the following schedule: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day,

Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day.

3.10.1 HOLIDAY SCHEDULING - A holiday falling on a Saturday will celebrated on the preceding Friday. In the event that Christmas Day falls on Saturday, Christmas Eve will be observed on Thursday, and Christmas Day will be observed on Friday. A holiday falling on a Sunday will be celebrated on the following Monday.

3.10.2 REQUIRED ATTENDANCE - Employees shall not be paid for holiday leave unless they work the last day prior to the holiday leave and the first day after such holiday leave, unless such absence is excused by the department head. Employees who are required to work on a Holiday will receive compensation at the rate of two (2) times their regular rate of pay.

ARTICLE 4 SENIORITY & PROBATIONARY PERIOD

4.1.1 SENIORITY ACCRUAL - Seniority shall begin with the employee's date of hire by the Town.

4.1.2 LOSS OF SENIORITY - Seniority shall be terminated and an employee will be considered to have abandoned his/her employment and the employee shall be removed from the seniority list for the following reasons:

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement or a judicial procedure.
3. If the employee is absent for five (5) consecutive working days without notifying the Town and fails to give satisfactory explanations for the absence and lack of notice to the Town Supervisor.
4. If the employee fails to report to work when recalled from layoff.
5. If the employee is on layoff for a period exceeding twelve (12) months.

4.1.3 PROBATIONARY PERIOD - New employees from outside the unit shall serve a probationary period in accordance with Civil Service Commission Rules and Regulations. After this period they shall attain seniority status.

4.1.4 EXTENSION OF PROBATIONARY PERIOD - The probationary status may be extended up to a maximum of ninety (90) calendar days upon mutual consent of the Association and the Town Supervisor.

4.1.5 SENIORITY ACCRUAL - PART-TIME EMPLOYEES - Part-time employees shall accrue seniority based upon their years of service and their regularly assigned hours of daily and weekly work credited pro-rata as full-time seniority. For example, an employee who is regularly assigned to work seventeen and one-half hours per week and who works for two

calendar years at seventeen and one-half hours per week shall have accrued one year of full time seniority.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1.1 DEFINITION - A grievance is a tenable claim by an employee that a specific provision of this Agreement has been violated.

5.1.2 STAGE 1 - Grievant shall first discuss the matter with his/her immediate supervisor, with the objective of resolving the matter informally. If a resolution cannot be reached at this informal level, the grievant shall reduce his/her grievance to writing at Stage 2, on a mutually agreed upon form (attached hereto as Appendix A).

5.1.3 STAGE 2 - The written grievance shall be submitted on Appendix A to the employee's immediate supervisor. The supervisor shall schedule a meeting within five (5) work days with the grievant. The grievant shall present the reasons and justification in support of his/her grievance. The supervisor shall respond in writing within five (5) work days following the meeting.

5.1.4 STAGE 3 - If the grievant is not satisfied with the written decision of the immediate supervisor and wishes to proceed further under the grievance procedure, the grievant shall, within five (5) work days from when the immediate supervisor rendered the decision or should have rendered the decision, whichever occurs first, submit a copy of the grievance to the Town Supervisor. The Town Supervisor shall hold a meeting with the grievant within five (5) work days after receiving the grievance. The Town Supervisor shall provide a written response to the grievance within five (5) work days of the meeting.

5.1.5 ARBITRATION - If the grievance is not resolved by the Town Supervisor's written response and the Association determines that the grievance is arbitrable, it must submit a written grievance within fifteen (15) work days of the Town Supervisor's written response to arbitration in accordance with the voluntary Labor Arbitration Rules of the Public Employment Relations Board (PERB). The Town and the Association may, on mutual agreement, meet at any time prior to the arbitration hearing, for the purpose of informally clarifying the issues and additional attempts to resolve the grievance.

5.1.6 ARBITRATOR'S AUTHORITY - The arbitrator shall have no power or authority to render an award which is explicitly or by implication contrary to, inconsistent with, or which adds to, detracts from, or modifies any express terms of the written Agreement. The arbitrator's award shall be final and binding if the award is not inconsistent with or contrary to any of the express terms of this agreement. The arbitrator has no power to add to, detract from, or change in any way the provisions of this agreement. The arbitrator shall have the power and authority to recommend the proper interpretation of this agreement, to decide whether or not the agreement has been violated, and to decide what the appropriate remedy shall be, if any. The arbitrator has no

authority to reverse the judgment of a Town representative which is predicated on a rational basis in those circumstances and situations which this agreement leaves to the judgment of that representative.

5.1.7 TIME LIMIT FOR DECISION - The arbitrator shall render his/her decision, in writing, within thirty (30) days of the close of the hearing.

5.1.8 COSTS - All of the costs of arbitration, including the arbitrator's services and his/her per diem expenses and actual and necessary travel and subsistence expenses, will be shared equally by the Town and Association.

SECTION 5.2 TIMELINES

5.2.1 INITIAL FILING - No grievance will be entertained and such grievance shall be deemed waived unless grievance is presented as stated in 5.1.2 within ten (10) work days after the grievant knew or should have known of the act or condition giving rise to the grievance.

5.2.2 APPEAL - If a decision at any step is not appealed to the next step of the procedure within the time line's time limit specified, the grievance will be deemed to be discontinued and further appeal under this grievance procedure will be barred.

5.2.3 WAIVER- The time lines in all of Article six (6) may be waived by mutual agreement, which must be reduced to writing in either a memorandum of agreement or other evidence of mutual agreement, such as a letter referencing such mutual agreement.

SECTION 5.3 CHOICE OF FORUM

5.3.1 ARBITRATION WAIVES OTHER FORUM - If a grievance is submitted to arbitration, such submission shall constitute a choice of forum by the grievant and the Association. It constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have had to submit the subject of the grievance for resolution or review to any judicial or other administrative agency.

5.3.2 OTHER FORUM WAIVES ARBITRATION - If an employee or the Association submits an issue in a judicial or administrative forum for resolution or review of an issue which might also constitute an alleged violation of the Agreement, both the employee and the Association waive their right to submit said issue to arbitration.

ARTICLE 6 WORKING CONDITIONS

6.1 OVERTIME

A. The "regular work week" shall be thirty five (35) hours per week. Effective January 1, 2013, all hours worked in excess of thirty-five (35) hours per week, but less than forty (40) hours per week, shall be paid at the regular straight time rate.

B. Effective January 1, 2013, all hours worked in excess of forty (40) hours per week, shall be paid at the rate of time and one half the employee's regular rate of pay.

C. An employee may exceed the "regular work week" by working up to thirty-seven and one-half (37.5) hours per week, at his or her option, without any approval or authorization required from a department head, the Town Supervisor and/or his/her designee.

D. Any time worked in excess of thirty-seven and one-half (37.5) hours per week must be approved, and authorized by the Town Supervisor, prior to such hours being paid at the appropriate rate.

E. "Time worked" shall include any hours paid. All hours worked in excess of thirty seven and one-half (37.5) must be approved as necessary (determined by the workload of the department) and authorized by the Town Supervisor or his/her designee prior to such hours being considered hours worked. No time in excess of thirty-seven and one-half (37.5) hours shall be worked unless scheduled by a department head in advance and approved by the Town Supervisor or unless said time is pursuant to an emergency situation which then must be approved by the Town Supervisor at the earliest possible time.

F. Overtime opportunities (defined for purposes of this paragraph as any hours offered by the Town over the thirty-five hour work week) will be offered to qualified individuals who possess the necessary skills on a rotating basis in the order of seniority. In the event an employee called for overtime cannot be reached or refuses the work, he shall be charged with having worked the available overtime, and the employer shall contact the next qualified individual in order of seniority. An employee cannot refuse overtime two (2) consecutive times, and if they do so, they may be removed from overtime opportunities offered by the Town for one year. However, such employees would still retain their rights pursuant to paragraph 6.1(C).

6.2 LUNCH - All members working at least seven (7) hours per day shall be given a duty-free unpaid lunch period of sixty (60) minutes per day. The scheduling of this lunch period shall be at the discretion of the employee's supervisor. All lunches shall be unpaid.

6.3 CHANGE OF METHOD - Employees can be required to record and report their hours worked in any manner, form or fashion as selected by their supervisor. This may include, but is not limited to, any type of mechanical or electronic device. The Town reserves the right to change the manner in which employees' hours are reported and recorded.

6.4 FULL- TIME EMPLOYEES

6.4.1 DEFINITION OF FULL TIME EMPLOYEE – Full-time employees shall be defined for purposes of this Agreement as employees who are regularly scheduled and actually do physically work thirty-five (35) hours per week throughout the entire year of January 1 through December 31 of each and every year.

6.5 BREAK TIME - Each employee shall be entitled to two (2) breaks per seven (7) hour shift of fifteen (15) minutes duration each in addition to the unpaid lunch break. Department heads shall regulate the timing of breaks and may require breaks to be taken at the work site.

6.6 WORK SCHEDULES - The Town retains the right to alter work schedules and the assignment of employees to shifts at any time upon reasonable notice to employees. Employees shall be regularly assigned a shift of either 8:00 A.M. to 4:00 P.M. or 9:00 A.M. to 5:00 P.M. to provide service during these hours. This shall not preclude assignments to other working hours, as circumstances may require in the discretion of the Dept. Head, on a situational basis. "Reasonable notice" of changes of regular working hours shall be ten (10) working days notice, absent an emergency.

6.7 CALL-IN PAY- An employee called in for emergency duty in addition to or outside of her/his regular working hours at a time not immediately contiguous to her/his regular hours, shall be paid a minimum of three hours pay at straight time pay rates once during a twenty- four (24) hour period. If more than three (3) hours are actually worked, the employee shall receive pay for the time actually worked.

6.8 CONFERENCES AND TRAINING - The Town will bear the cost of conferences or training sessions which it requires any employee to attend or which an employee attends at the Town's request, with the approval of the Town Board. All reasonable expenses including meals, tolls, mileage, parking and lodging incurred by the employee in connection with attending such conferences or training sessions will be reimbursed. Any employee who desires to attend any seminars or courses to enhance their job performance can request approval for such attendance from the Town Board at any time.

ARTICLE 7 LAYOFF, RECALL, AND TRANSFERS

7.1 - LAYOFFS AND RECALL

7.1.1 REDUCTIONS IN FORCE - The reductions in force in this Town will take place as follows:

- A. All temporary, seasonal, probationary and provisional employees shall be reduced in force prior to the reduction of either regular part-time employees or full-time employees. Part-time employees shall accrue and maintain seniority determined on a pro-rata basis, pursuant to section 4.1.5.
- B. Least senior employees shall be reduced first within classifications.
- C. Laid off employees shall retain recall rights for twelve (12) months.
- D. Recall shall be based upon seniority in the reverse order of lay off.

7.1.2 CONSIDERATION FOR OTHER VACANCIES - Laid off employees shall receive consideration for vacancies in other classifications for which they apply, and for which they are qualified pursuant to the determination of Niagara County Civil Service. The final decision on this matter shall be at the Town Board's discretion.

7.2 TRANSFERS

7.2.1 VOLUNTARY TRANSFERS - Employees desiring to permanently transfer to other jobs shall submit a written application to their immediate supervisor, stating the reason for the requested transfer.

7.2.2 INVOLUNTARY TRANSFERS - In the event of an involuntary permanent transfer, the Town shall, if possible, give ten (10) calendar days written notice of such transfer to the employee involved prior to the effective date of such transfer. The Town agrees to meet with the employee affected by the involuntary permanent transfer to discuss the transfer with the employee if the employee requests a meeting.

ARTICLE 8 DISCHARGE AND DISCIPLINE

8.1.1 JUST CAUSE - Employees who have completed their probationary period with the Town shall not be disciplined or discharged without just cause supported by substantial evidence. "Just cause" shall be appealable through the grievance procedure, up to and including the arbitration stage. It is the intention of the parties that this remedy shall be a complete replacement of any and all employee rights under Sections 75 and 76 of the New York State Civil Service Law for all employees within the unit, whether subject to these sections or not.

8.1.2 DISCIPLINARY ACTIONS - Disciplinary action shall include:

1. All Suspensions without pay.
2. Discharge
3. Demotion and/or reduction in salary

8.1.3 NON-DISCIPLINARY ACTIONS - Disciplinary action shall NOT include:

1. Oral reprimand (documented by written memo)
2. Written reprimand
3. Counseling memoranda or written warnings.

8.1.4 RIGHT TO WRITTEN NOTIFICATION - When discipline, including dismissal, is

to be imposed on an employee, a written statement, (or a confirming memorandum, if the action is an oral reprimand) must be issued which clearly describes the impending discipline along with a statement of the penalty imposed, which shall be provided to the employee and the Union President.

8.1.5 UNION REPRESENTATION - Employees who are to be disciplined (or subject to non-disciplinary actions, as indicated above) shall be entitled to have union representation, if so requested, and such discipline (and non-disciplinary actions, as indicated above) shall be administered in private.

8.1.6 GROUNDS FOR DISCIPLINARY ACTIONS - Each of the following constitutes possible cause for disciplinary action:

1. Fraud in securing employment;
2. Incompetence;
3. Insubordination;
4. Dishonesty;
5. Drunkenness on duty;
6. Unlawful use or possession of drugs or controlled substances on duty;
7. Absence without official permission;
8. Conviction of a crime involving moral turpitude;
9. Immorality on the job;
10. Flagrant misuse of Town property;
11. Use of any Town property for personal gain or services;
12. Discourteous treatment of the public or other employees;
13. Any other failure of good behavior or conduct which may be incompatible with public service;
14. Failure to follow any adopted safety or work rules or procedures.

This list is illustrative only, and is not all inclusive.

ARTICLE 9 - SALARIES

9.1.1 STARTING SALARIES - There shall be no salary range for new titles to be placed within the unit. If the Town agrees that a new title falls within the bargaining unit, it shall negotiate the post entry level salary for such new title. For new employees hired in existing titles within the unit, the Town reserves the right to hire at a starting amount, at its sole discretion, provided that no new employee shall be hired at a higher salary than any current employee in the same title. All hires during 2007 shall be ineligible for any wage increase for 2007, until January 1, 2008, when they shall be eligible for increases as per section 9.1.2. Salaries after the first full or partial year of

employment are subject to negotiation between the parties.

9.1.2 SALARIES FOR EXISTING EMPLOYEES - A listing of the salaries for existing employees shall be set forth in an Appendix. Appendix C to this agreement. The parties agree to a three percent (3%) wage increase for 2012, (with full retroactivity to January 1, 2012); a three percent (3%) wage increase effective January 1, 2013, for 2013; a two and a half percent (2.5%) wage increase effective January 1, 2014, for 2014; a two percent (2%) increase effective January 1, 2015, for 2015; and a two percent (2%) increase effective January 1, 2016, for 2016; for a total increase over the five (5) year term of the agreement of twelve and one-half (12.5%).

9.1.3 LONGEVITY SCHEDULES -

All full-time employees of the unit shall be entitled to the following longevity schedule of payments, based upon their periods of full-time service to the Town:

10 years of service \$300 per year
15 years of service \$450 per year
20 years of service \$600 per year
25 years of service \$1,100 per year

9.1.4 Deferred Compensation Plan- The Town agrees to continue its participation in the deferred compensation plan, with no contribution of Town funds, (exclusively employee contributions).

9.1.5 Flexible Benefits Account-A. Effective January 1, 2008, the Town shall continue the current Flexible Spending (Section 125 Plan) for the length of the contract, with no Town funds as contributions. All funds shall be employee contributions.

B. For all employees hired after June 16, 2004 the Flexible Benefits Account will be available for employees' personal contributions on a payroll deduction basis but there will be no contribution from Town funds.

C. Health Re-imbursement Account (HRA) - Effective January 1, 2008 Town will establish and maintain a Health Reimbursement Account (HRA) according to the rules of section 105 (h) of the Internal Revenue Code. Employees may be reimbursed for qualifying medical expenses. Effective January 1, 2008, on behalf of all full time, (thirty-five hour per week) employees the Town shall make an annual contribution to each full time employees HRA. The Town's annual contribution amount will be \$700. for those employees eligible for a family plan, and \$300. for those eligible for single coverage. Unused funds remaining in an employee's HRA at the end of the year will roll over to the next year. Rollover amounts will not be capped.

ARTICLE 10 - HEALTH INSURANCE

10.1.1 HEALTH INSURANCE All unit members shall remain in the current BC/BS Plan POS 204. The Town retains the right to change health insurance coverage in the future as long as the change in carrier is mutually agreed upon between the Town and the Association. All employees hired before February 16, 2004 shall contribute a percentage of the premium for this plan as follows: effective January 1, 2015 , said employees shall contribute two and one-half percent(2.5 %) of the premium cost; effective January 1, 2016, and thereafter, said employees shall contribute five percent (5 %) of the premium cost. These premium cost contributions for employees hired before February 16, 2004 shall be by payroll deduction, effective January 1, 2015 for the balance of the contract. All employees hired on or after 2/16/04 will continue to contribute 15% of the cost of medical insurance by payroll deduction. The prescription co-payment rider under POS 204 shall continue to be a three tier drug rider of \$5/ \$15/ \$35, with mandatory mail order for maintenance medications, at co-pay amounts of \$10/30/70.

10.1.2 FAMILY PLAN - If two employees are married to each other and have dependent children, the Town shall provide family coverage to only one employee. If two employees are married to each other and do not have dependent children, the Town reserves the right to provide two single plans, provided that it is less expensive than one family plan. When one plus one coverage becomes available, the Town has the right to apply said coverage to employees meeting the eligibility requirements.

10.1.3 MEDICAL INSURANCE AT RETIREMENT-

A. For all current full- time employees hired before June 16, 2004 the Town will provide medical insurance beginning at age 55 under the currently offered medical insurance coverage as it exists and as it shall be amended from time to time for employees who have served the Town for a minimum period of ten (10) years of full time service.

B. Such employees with a minimum period of ten (10) years service (up to fifteen (15) years of service) shall be eligible for medical insurance coverage for a period of fifteen (15) years starting at age 55.

C. For all current full time employees with sixteen (16) or more years of service, the Town shall provide the currently offered medical insurance coverage for a period of years equal to their years of service to the Town (1 year of service equal to one year of medical insurance coverage starting at the age of 55), to a maximum of thirty (30) years of medical insurance coverage starting at the age of 55. This period of coverage shall not be pro-rated for any partial years of service past the employees last anniversary date.

D. All eligibility for coverage shall cease upon the death or employment of an employee after age 55 who is hired by an employer who provides access to medical insurance coverage. Coverage shall be the same coverage provided to current employees at the same contribution levels. Once an employee becomes eligible for medicare, supplemental coverage shall be provided.

E. For all employees hired after June 16, 2004 the Town will provide medical insurance at retirement under the currently offered medical insurance coverage as it exists and as it shall be amended from time to time for employees who retire from Town Service with twenty-five (25) years of service to the Town, and who are at least fifty-five (55) years of age and who actually retire from Town service with the immediate receipt and eligibility for NYSLERS benefits, for a period of ten (10) years. All eligibility for coverage shall cease upon the death or re-employment of a retired employee who is hired by an employer who provides access to medical insurance coverage. Coverage shall not be provided until and unless an employee is "retired" from Town service for purposes of receipt of NYSSLERS benefits and is at least fifty-five (55) years of age. Coverage shall be the same coverage provided to current employees at the same contribution levels for their years of service. Once an employee becomes eligible for Medicare, supplemental coverage shall be provided.

F. Effective January 1, 2013 the Town will provide medical insurance coverage for out of area retirees from the bargaining unit. The Town's financial responsibility shall be limited to the amount of premium paid for an equivalent policy as the Town pays in the Lockport area, given the retiree's age, Medicare eligibility and family status. If a retiree can obtain coverage which is equivalent to that obtained in the Lockport area for less than the Lockport area premium, the Town shall be responsible for only the payment of the out of area premium, and nothing more. If an equivalent policy in the out of area retiree's area is more expensive than what the Town pays for retirees within the Lockport area, then the Town's financial responsibility is limited to the amount of the Lockport area premium, and the out of area retiree shall be financially responsible for the payment of the balance of the premium.

10.1.4 Health Insurance Waiver Payments -

A. Effective January 1, 2008, any full-time employee within the unit that completely waives medical, dental, vision coverage, for an entire calendar year (Jan. 1- Dec. 31) shall be eligible for a medical insurance waiver payment of one thousand two hundred fifty hundred dollars (\$1250.) per year if single coverage is waived and two thousand five hundred dollars (\$2,500) per year if family coverage is waived. This payment shall be paid one-half (½) on July 1st for the waiver of the period of January 1- June 30th; and one-half (½) on January 1st for the period of July 1st through December 31st. This payment shall be pro-rated, by increments of not less than a half month, if an employee requires re-entry into the Town's insurance coverage. Re-entry to the plan

for active employees who had qualified for medical insurance waiver payments shall be governed by the rules of the health insurance plan provided for in this agreement. Re-entry shall be allowed for major life changes in circumstances, such as the death of a spouse, divorce, layoff, and plant closing.

B. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application(see appendix for health insurance waiver form). Re-entry shall be governed by the rules of the health insurance plan provided for in this agreement.

C. Where an employee has opted out of the Town's health insurance plan and health insurance coverage from another source becomes unavailable because of the death of the spouse, divorce, lay off, plant closing, or any other such reason, the employee and his/her dependents will be eligible to be reinstated in the Town's health insurance plan.

D. Written notice must be provided by the employee within 30 calendar days of the event which qualifies such employee for reentry into the plan, thereafter, reentry into the plan shall be accomplished as soon as possible.

E. Any waiver obtained prior to such reentry within the same year shall be paid back on a pro rata basis. The option to select the waiver or reentry into the town's insurance plan shall remain available at the time of annual open enrollment into medical insurance.

10.1.5 DENTAL INSURANCE

The Town will provide dental insurance comparable to the current plan from Delta Dental at no cost to the employee. The Town retains the right to change the dental insurance carrier in the future as long as the change in carrier is mutually agreed upon between the Town and the Association.

10.1.6 VISION INSURANCE

The Town will provide vision insurance comparable to the current plan provided through the vision rider to the Community Blue Plan at no cost to the employee. The Town retains the right to change the vision insurance carrier in the future as long as the change in carrier is mutually agreed upon between the Town and the Association.

10.1.7 MEDICAL INSURANCE BENEFITS FOR PART TIME EMPLOYEES

Part-time employees can enroll in the Town's Medical, Dental and Vision insurance plans after their completion of one (1) full calendar year of service, at their own expense, with no Town contribution toward the premium.

ARTICLE 11 DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2012, except as where otherwise indicated, and

Lockport CSEA 1st Draft of final agreement-April 5, 2013

shall terminate on December 31, 2016.

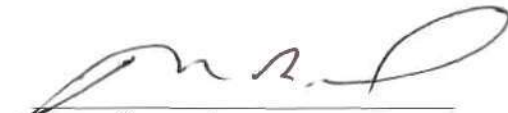
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the respective representatives 1342 day of NOV., 20013.


CSEA Representative

11/13/13
Date


CSEA Town Representative

11/13/13
Date


Town Supervisor

11/12/2013
Date

APPENDIX A

STAGE 2

GRIEVANCE FORM

NOTE: PREPARE TWO (2) COPIES, KEEP ONE (1) AND SUBMIT ONE (1) TO YOUR IMMEDIATE SUPERVISOR.

- (1) Name of the aggrieved party: _____
Position of aggrieved party: _____
- (2) Sections(s) of the Agreement claimed to have been violated:

- (3) Date on which grievance is claimed to have occurred:

- (4) Date on which the oral grievance was presented to the immediate supervisor:

- (5) Describe briefly the facts of the occurrence which you are grieving including time, place and name of persons involved:

- (6) What do you want the Town to do to correct the situation?

Name: _____ Address: _____

Title: _____ Telephone # W: _____ Telephone # H: _____

Social Security Number: _____ Department: _____

Date of Hire: _____

APPENDIX B

EMPLOYEE APPRAISAL FORM

Employee: _____

Date of Hire: _____

Period covered by this appraisal: _____ to _____

Date of Appraisal: _____

Department Head Completing Appraisal: _____

This employee has been appraised and evaluated on the following factors. The employee will be appraised on a point schedule from:

- 1 (Unsatisfactory - needs improvement)
- 2 (Poor - below average)
- 3 (Satisfactory - average)
- 4 (Good - above average)
- 5 (Superior - well above average)

Any employee receiving a rating of unsatisfactory to satisfactory shall receive written suggestions for improvement. Supervisors are encouraged to also comment on above average performance.

15. ATTENDANCE

- _____ 1 (Unsatisfactory - needs improvement)
- _____ 2 (Poor - below average)
- _____ 3 (Satisfactory - average)
- _____ 4 (Good - above average)
- _____ 5 (Superior - well above average)

Department Head's Comments:

Employee's Response:

16. QUANTITY OF WORK

- _____ 1 (Unsatisfactory - needs improvement)
- _____ 2 (Poor - below average)
- _____ 3 (Satisfactory - average)
- _____ 4 (Good - above average)
- _____ 5 (Superior - well above average)

Department Head's Comments:

Employee's Response:

17. QUALITY OF WORK

- _____ 1 (Unsatisfactory - needs improvement)
- _____ 2 (Poor - below average)
- _____ 3 (Satisfactory - average)
- _____ 4 (Good - above average)
- _____ 5 (Superior - well above average)

Department Head's Comments:

Employee's Response:

18. ATTITUDE TOWARD FELLOW EMPLOYEES, TOWN OFFICIALS AND THE PUBLIC

- _____ 1 (Unsatisfactory - needs improvement)
- _____ 2 (Poor - below average)
- _____ 3 (Satisfactory - average)
- _____ 4 (Good - above average)
- _____ 5 (Superior - well above average)

Department Head's Comments:

Employee's Response:

19. KNOWLEDGE OF THE JOB

- _____ 1 (Unsatisfactory - needs improvement)
- _____ 2 (Poor - below average)
- _____ 3 (Satisfactory - average)
- _____ 4 (Good - above average)
- _____ 5 (Superior - well above average)

Department Head's Comments:

Employee's Response:

20. SAFETY AND ETHICS

- _____ 1 (Unsatisfactory - needs improvement)
- _____ 2 (Poor - below average)
- _____ 3 (Satisfactory - average)
- _____ 4 (Good - above average)
- _____ 5 (Superior - well above average)

Department Head's Comments:

Employee's Response:

21. JUDGMENT AND DECISION-MAKING INITIATIVE

- _____ 1 (Unsatisfactory - needs improvement)
- _____ 2 (Poor - below average)
- _____ 3 (Satisfactory - average)
- _____ 4 (Good - above average)
- _____ 5 (Superior - well above average)

Department Head's Comments:

Employee's Response:

22. OVERALL CUMULATIVE APPRAISAL

- _____ 1 (Unsatisfactory - needs improvement)

- _____ 2 (Poor - below average)
_____ 3 (Satisfactory - average)
_____ 4 (Good - above average)
_____ 5 (Superior - well above average)

Department Head's Comments:

Employee's Response:

ADMINISTRATIVE:

Department Head's Signature: _____ Date: _____

I have read this evaluation and find the information: ___ Accurate ___ Inaccurate

Do you wish to discuss this evaluation with
someone other than the evaluator? ___ Yes ___ No

I realize I have the option to file a statement of disagreement with the Department Head within ten (10) days of the date of the evaluation (below) which will be permanently attached to this evaluation.

Employee Signature: _____ Date: _____

Department Head's signature

_____ Date: _____

Town Rate Increases

Name	2011 Rate	2012 - 3.0%	2012 Rate	2013 - 3.0%	2013 Rate	2014 - 2.5%	2014 Rate	2015 - 2.0%	2015 Rate	2016 - 2.0%	2016 Rate
Anderson, Mary G.	\$13.54	\$0.41	\$13.95	\$0.42	\$14.37	\$0.36	\$14.73	\$0.30	\$15.03	\$0.30	\$15.33
Baker, Sandra M.	\$14.91	\$0.45	\$15.36	\$0.46	\$15.82	\$0.40	\$16.22	\$0.32	\$16.54	\$0.33	\$16.87
Brady, Ann M.	\$10.35	\$0.31	\$10.66	\$0.32	\$10.98	\$0.28	\$11.26	\$0.23	\$11.49	\$0.23	\$11.72
Brown, Michael R.	\$51,408.73	\$1,542.26	\$52,950.99	\$1,588.53	\$54,539.52	\$1,363.49	\$55,903.01	\$1,118.06	\$57,021.07	\$1,140.42	\$58,161.49
Carrero, Lori L.	\$18.97	\$0.57	\$19.54	\$0.59	\$20.13	\$0.50	\$20.63	\$0.41	\$21.04	\$0.42	\$21.46
Cutter, Linda M.	\$16.32	\$0.49	\$16.81	\$0.50	\$17.31	\$0.43	\$17.74	\$0.36	\$18.10	\$0.36	\$18.46
Donovan, Lynne J.	\$10.71	\$0.32	\$11.03	\$0.33	\$11.36	\$0.28	\$11.64	\$0.23	\$11.87	\$0.24	\$12.11
Duffy, Julie L.			\$10.66	\$0.32	\$10.98	\$0.28	\$11.26	\$0.23	\$11.49	\$0.23	\$11.72
Fooks, Dennis S.	\$11.09	\$0.33	\$11.42	\$0.34	\$11.76	\$0.29	\$12.05	\$0.24	\$12.29	\$0.25	\$12.54
Lane, Alice A.	\$14.09	\$0.42	\$14.51	\$0.44	\$14.95	\$0.37	\$15.32	\$0.31	\$15.63	\$0.31	\$15.94
Martin, Anne M.			\$10.66	\$0.32	\$10.98	\$0.28	\$11.26	\$0.23	\$11.49	\$0.23	\$11.72
Mills, JoAnn			\$15.45	\$0.46	\$15.91	\$0.40	\$16.31	\$0.33	\$16.64	\$0.33	\$16.97
Newbold, Judith	\$12.63	\$0.38	\$13.01	\$0.39	\$13.40	\$0.34	\$13.74	\$0.28	\$14.02	\$0.28	\$14.30
Pease, Lawrence C.	\$13.54	\$0.41	\$13.95	\$0.42	\$14.37	\$0.36	\$14.73	\$0.30	\$15.03	\$0.30	\$15.33
Stuart, Carol L.	\$11.48	\$0.34	\$11.82	\$0.35	\$12.18	\$0.31	\$12.49	\$0.25	\$12.74	\$0.26	\$13.00
Toennlessen, Tara T.	\$12.42	\$0.37	\$12.79	\$0.38	\$13.17	\$0.33	\$13.50	\$0.27	\$13.77	\$0.28	\$14.04
Thompson, Jason	\$39,193.66	\$1,175.81	\$40,369.47	\$1,211.08	\$41,580.55	\$1,039.51	\$42,620.06	\$852.40	\$43,472.46	\$869.45	\$44,341.91
Weber, Carolyn D.	14.42	\$0.43	\$14.85	\$0.45	\$15.30	\$0.38	\$15.68	\$0.31	\$15.99	\$0.32	\$16.31

WAIVER OF MEDICAL
INSURANCE BENEFITS
UNDER CSEA CONTRACT SECTION 10.1.4

- 1.) I _____ one of the Civil Service Employees Association employees, or am entitled to hospitalization coverage as the result of Town employment.
- 2.) I hereby agree to waive my medical, dental, and vision coverage pursuant to the negotiated collective bargaining agreement between CSEA and the Town of Lockport with the understanding that I am no longer presently eligible for this coverage as long as this waiver remains in effect, and further, that I am entitled to receive a cash payment equivalent to \$1,250 per year if single coverage is waived or \$2,500 per year if family coverage is waived to be paid one-half (1/2) on July 1st for the waiver period of January 1 – June 30th and one-half (1/2) on January 1st for the period of July 1st through December 31st.
- 3.) I realize that should I require coverage and be entitled to re-entry to the plan, I shall be required to comply with the provisions of section 10.1.4 of the collective bargaining agreement to accomplish re-entry into the plan.

Employee's Signature

Date

STATE OF NEW YORK)
COUNTY OF NIAGARA)
TOWN OF LOCKPORT)

On this _____ day of _____, 20__ before me, the subscriber, personally appeared _____ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

Notary Public

NAME _____

ADDRESS _____

DEPARTMENT _____

MEDICAL INSURANCE ID NUMBER _____