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WC | 7481

**AGREEMENT**

between

**TOWN OF TONAWANDA**

and

**TOWN OF TONAWANDA  
SALARIED WORKERS ASSOCIATION**

1/1      12/31  
2002 - 2006

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

161



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PREAMBLE

THIS AGREEMENT, ENTERED INTO THIS 10<sup>th</sup> day of November 2003, by and between the TOWN OF TONAWANDA, County of Erie, New York, hereinafter referred to as the "TOWN," and the TOWN OF TONAWANDA SALARIED WORKERS ASSOCIATION, hereinafter referred to as the "ASSOCIATION."

WITNESSETH:

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

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

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

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

RECOGNITION

ARTICLE I

1.01 Definition - The Town recognizes the Association as the sole and exclusive employee organization for the purpose of negotiating collectively in the determination of, and administration of grievances arising under the salaries, wages, hours of work and other terms and conditions of employment of personnel regularly employed in the various departments of the Town, excluding seasonal, part-time and temporary employees, on job titles within the negotiating unit as defined below.

The negotiating unit is defined as including the full time salaried personnel in the following job titles:

Accountant A  
Accountant B  
Account Clerk/Mini Computer Operator A  
Account Clerk/Mini Computer Operator B  
Account Clerk Typist AA  
Account Clerk Typist A  
Account Clerk Typist B  
Asst. Building Inspector  
Asst. Crew Chief (Salaried)  
Asst. Electrical Inspector  
Asst. Plumbing Inspector  
Auto Mechanic Crew Chief  
Building Inspector  
Cashier  
Clerk AA  
Clerk A  
Clerk B  
Clerk Stenographer AA  
Clerk Stenographer A  
Clerk Stenographer B  
Clerk Typist AA  
Clerk Typist A  
Clerk Typist B  
Computer Programmer  
Computer Programmer Trainee  
Crew Chief  
Dog Control Officer A  
Dog Control Officer B  
Dog Control Officer C



Draftsworker AA  
Draftsworker A  
Draftsworker B  
Electrical Inspector  
Engineering Assistant A  
Engineering Assistant B  
Gardener  
Greenskeeper  
Housing Inspector  
Janitor Crew Chief  
Junior Forester  
Junior Sanitary Chemist  
Laborer Crew Chief (Salaried)  
Maintenance Worker A (Salaried)  
Maintenance Worker B (Salaried)  
Maintenance Crew Chief AA (Sal)  
Maintenance Crew Chief A (Sal)  
Maintenance Crew Chief B (Sal)  
Paramedic AA  
Paramedic A  
Paramedic B  
Paramedic Trainee  
Payroll Clerk A  
Payroll Clerk B  
Planning Draftsworker  
Plumbing Inspector  
Public Safety Dispatcher A  
Public Safety Dispatcher B  
Real Property Appraiser  
Real Property Appraiser Estimator Trainee  
Real Property Appraisal Technician  
Recreation Assistant  
Recreation Attendant AA  
Recreation Attendant A  
Recreation Attendant B  
Recreation Leader  
Recreation Supervisor A  
Recreation Supervisor B  
Senior Account Clerk  
Senior Building Inspector  
Senior Cashier  
Senior Clerk  
Senior Clerk Typist  
Senior Engineer Assistant A  
Senior Engineer Assistant B  
Senior Plumbing Inspector  
Supervising Tax Clerk  
Telephone Operator  
Youth Counselor  
Wastewater Treatment Plant Operator AA  
Wastewater Treatment Plant Operator A  
Wastewater Treatment Plant Operator B  
Wastewater Treatment Plant Operator Trainee

Water Treatment Plant Operator A  
Water Treatment Plant Operator B  
Water Treatment Plant Operator  
Water Treatment Plant Operator Trainee  
Working Crew Chief A (Salaried)  
Working Crew Chief B (Salaried)

1.02     Duration - Such recognition of the Association by the  
          Town extends to the Association the right of  
unchallenged representation status until December 31, 2006,  
pursuant to the applicable provisions of the Taylor Law.

ARTICLE II

MANAGEMENT RIGHTS

2.01 Rights - The Town and the Association recognize that subject only to the provisions of this Agreement, the management, direction and control of the Town's business, operations and personnel are exclusively the function of the Town, subject to the provisions of the Civil Service Law of the State of New York and such rules as the Personnel Officer of the County of Erie may adopt and make applicable to the Town.

It is the intention hereof, that all rights, powers, prerogatives and authorities are retained by the Town, except those that are specifically abridged or modified by this Agreement, effective January 1, 2002.

Examples of such rights, but not limited to, are: to select, hire and promote employees, fix and determine their qualifications, duties, job titles and compensations; to determine the necessity for filling of vacancies; to create new jobs and classifications and to abolish any job or classification; to transfer employees from one job classification or assignment to another; to demote, suspend, discharge and discipline employees, to train employees; to subcontract work, to assign, supervise and direct employees and their work; to determine the work to be done; to release employees because of lack of work or for other proper and legitimate reasons; adjust the size of the working force, fix operating and personnel schedules; and to make rules for the conduct of the work and the

maintenance of safety, order, discipline, efficiency and the protection of property, and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the Town Officials by law.

2.02 Supervisory Personnel - The term "Supervisory Personnel" shall be defined for the purposes of this Agreement, as Department Heads and other personnel who have been delegated the responsibility for the management and direction of employees in the negotiating unit within a given group or department.

2.03 The terms "Department" and "Department Head" are terms of convenience only and do not convey any special legal or organizational significance.

ARTICLE III

ASSOCIATION REPRESENTATION

3.01 Dues Check-off - The Town shall deduct membership dues bi-weekly from the salaries and wages of each member of the Association who has filed with the Personnel Supervisor, an appropriate authorization card. Membership dues so deducted shall be remitted regularly to an officer of the Association duly designated for this purpose.

3.02 Agency Fee - The Town agrees to deduct from the wages of all employees covered by this negotiating unit, who are not members of the Association, an agency fee in the amount equivalent to the dues of the Association.

The above paragraph shall only be applicable if the Association has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency 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 indemnify and hold harmless, the Town and its officials or employees from any cause of action, claim, loss or damages incurred as a result of the Town's deduction of an agency fee from any employee. The Association shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the Association. Upon forwarding by mail of the agency fee deduction to the last known

address of the Association, the Town and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the Association.

3.03 Bulletin Boards - Bulletin Boards maintained in various departments may be used by the Association for the purpose of providing Association information to its members, including notice of meetings, posting of lists, and job opportunities.

3.04 President or Vice President Meetings - President or Vice President of the Association may be permitted to attend regular and/or special meetings of the Association, provided the Town functions are not placed in jeopardy. Reasonable advance permission shall be obtained from the Department Head. Such attendance shall be without loss of pay or time.

3.05 Association List - Every three (3) months during the duration of this Agreement, the Town will furnish to the Association a list of new employees in the bargaining unit, in addition to any changes of address of current employees in the Association. Such list of new employees shall contain the name, address, position and salary level.

3.06 Employee Membership - The Town agrees not to interfere with the rights of employees to become members of the Association, and there will be no discrimination, interference, restraint or coercion by the Town or any Town representative against any employee because of Association Membership or because

of any employee activity in an official capacity on behalf of the Association or any other cause.

3.07 Association Business - The Town agrees that during working hours, on the Town's premises, or at a work site, and without loss of pay, appropriate Association Representatives who are employees shall be allowed to:

1. Post Association notices.
2. Consult with the employer, his representative, appropriate Associate representative or employees, concerning the enforcement of any provisions of this Agreement.
3. Distribute information or communications to the employer or his representative.
4. Attend negotiating meetings.

An Association Representative shall request permission from the Department Head, prior to enacting the above. Should approval be unreasonably withheld by the Department Head, the Association Representative can appeal their request to the Personnel Supervisor.

3.08 Non-Discrimination - The employees included in this Agreement shall receive the full protection of its provisions, regardless of race, color, creed, sex or political persuasion.

responsible for compensating its own representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the other party and to the arbitrator.

4.02 Grievance Investigation - Employees selected by the Association to act as "Department Representatives" and the names of other Association officers shall be certified in writing to the Personnel Supervisor by the Association. This list must be kept current at all times.

The number of such "Departmental Representatives" shall be limited to a maximum of one per department.

A department representative or an Association officer shall be permitted a reasonable amount of time to investigate grievances of co-workers in his/her department or assigned work area. Such activity, however, may be conducted only after an employee receives permission to leave their work area and enter other work areas from the respective department heads. It is agreed Town services, equipment and operations will retain priority over Association investigation.

4.03 Grievance Committee - The Association's Grievance Committee shall be composed of four (4) members. Any Grievance Committee meetings held with the Town, during the employees' working hours, on Town premises, shall be without loss of pay or time for committee members present at such meeting. The Town may request the grievant to be present.



4.04 Time Limits - Time limits outlined in the grievance procedure will be rigidly applied, unless an extension is provided by mutual agreement, in writing.

4.05 Management Grievance - The parties agree that the grievance procedure set forth above may be utilized by either party. Any dispute which the Town may have with the Association or any employee may be presented by the Supervisor or his representative to the Association Grievance Committee Chairman.

4.06 More Than One Department - In the event a grievance applies to more than one (1) department, the grievance may be submitted directly to Step II of the Grievance Procedure.

4.07 Work Days - For the purpose of time limits in the Grievance Procedure, work days shall not include Saturdays, Sundays or holidays.

4.08 Unsafe Condition/Unreasonable Work Rule - An unsafe condition, or an unreasonable work rule may be grievable only through Step III of the Grievance Procedure.

ARTICLE V

SENIORITY

5.01 General - Each employee's original date of employment or date of re-employment following a break in length of continuous service, shall determine "seniority" date with respect to total service with the Town for purposes of longevity, vacation and retirement benefit entitlements.

Length of continuous service shall be broken by voluntary resignation, overstaying an authorized leave of absence, discharge for just cause, and retirement.

5.02 Title Seniority - In the event two (2) or more employees have identical title seniority, then the following will be the means of determining who will have preference:

1. Department Seniority
2. Town Seniority
3. Civil Service Test Grade
4. Lottery

All considerations being equal, an employee shall have, for the purpose of shift work designation, title seniority in accordance with his/her length of continuous service in their job title and department.

Trainees and provisional appointees shall not retain title seniority until permanent appointment.

5.03 Promotions, Lay-offs, Recalls - Promotions, lay-offs and recalls shall be in accordance with the New York

State Civil Service Law.

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

5.04 Probationary Period - All new employees shall be considered as probationary employees for a minimum of eight (8) weeks and a maximum of fifty-two (52) weeks (except as provided by law.) When an employee completes six (6) months of his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees for the first six (6) months. Probationary employees do not have access to the arbitration stage of the grievance procedure for disciplinary matters.

5.05 Eligibility for benefits - A newly appointed employee shall be entitled to shift premium, bereavement leave and jury duty allowance during his probationary period. Eligibility for the remaining benefits covered under the agreement (except use of the arbitration for discipline) shall begin on the first of the month following six (6) months of probation. Part-time, seasonal and temporary employees are not eligible for benefits.

In the event an employee would transfer into a Town job opening from another employer, his/her eligibility for benefits would be treated as a new hire.

ARTICLE VI

WORK DAY AND WORK WEEK

6.01 Definition - The normal work week shall be considered as beginning at 12:01 a.m. Monday and continuing until midnight the following Sunday. Each employee shall work a maximum of eight (8) hours per day and a maximum of five (5) days per week with a period for lunch each day. Whenever practicable, two (2) consecutive days off will be provided in each work week.

Scheduled hours of work per day, scheduled days of work per week and scheduled lunch periods per day now in effect in the various departments of the Town are recognized as the standard schedule of work shifts and lunch periods. Prior to establishing new schedules, the Town shall first discuss them with the Association and attempt mutual agreement.

6.02 Coffee Break - A coffee break of twenty (20) minutes per day will be provided to the employees. The scheduling of this coffee break period shall be by the Department Head. It is agreed that abuse by an employee or employees of this clause, by way of extending the break beyond its allotted time; the unauthorized use of public equipment or the causing of undue disruption of Town services may be just cause for disciplinary action under the terms of this Agreement.

ARTICLE VII COMPENSATION

7.01 Effective January 1, 2002, the job titles and annual salary for the years, 2002, 2003, 2004, 2005, and 2006 shall be as follows:

GROUP	JOB TITLE	STEP	ANN/SAL <u>1/1/02</u>	ANN/SAL <u>1/1/03</u>	ANN/SAL <u>1/1/04</u>	ANN/SAL <u>1/1/05</u>	ANN/SAL <u>1/1/06</u>
II	Clerk B	1	\$ 23,031	23,722	24,434	25,167	25,922
	Clerk Typist B	2	24,677	25,417	26,180	26,965	27,774
	Telephone Operator	3	26,332	27,122	27,936	28,774	29,637
		4	27,995	28,835	29,700	30,591	31,509
III	Account Clerk Typist B	1	24,685	25,426	26,189	26,975	27,784
	Cashier	2	26,341	27,131	27,945	28,783	29,646
	Clerk A	3	27,995	28,835	29,700	30,591	31,509
	Clerk Steno B	4	29,658	30,548	31,464	32,408	33,380
	Clerk Typist A						
	Recreation Assistant Payroll Clerk B						
IV	Acct Clerk Typist A	1	27,179	27,994	28,834	29,699	30,590
	Clerk AA	2	28,541	29,397	30,279	31,187	32,123
	Clerk Typist AA	3	30,341	31,251	32,189	33,155	34,150
	Clerk Steno A	4	32,138	33,102	34,095	35,118	36,172
	Payroll Clerk A						
V	Acct Clerk Typist AA	1	29,467	30,351	31,262	32,200	33,166
	Acct Clk/Mini Comp Op B	2	31,438	32,381	33,352	34,353	35,384
	Clerk Steno AA	3	33,413	34,415	35,447	36,510	37,605
	Senior Cashier	4	35,393	36,455	37,549	38,675	39,835
	Senior Clerk						
	Senior Clerk Typist Supervising Tax Clerk						
VI	Accountant B	1	32,199	33,165	34,160	35,185	36,241
	Acct Clk/Mini Comp Op A	2	34,346	35,376	36,437	37,530	38,656
	Computer Programmer	3	36,498	37,593	38,721	39,883	41,079
	Computer Prog Trainee	4	38,640	39,799	40,993	42,223	43,490
	Dog Control Officer C						
	Draftsworker B Engineering Assistant B Laborer Crew Chief						

GROUP	JOB TITLE	STEP	ANN/SAL <u>1/1/02</u>	ANN/SAL <u>1/1/03</u>	ANN/SAL <u>1/1/04</u>	ANN/SAL <u>1/1/05</u>	ANN/SAL <u>1/1/06</u>
VI	Planning Draftsworker	1	32,199	33,165	34,160	35,185	36,241
	Real Property Appraiser	2	34,346	35,376	36,437	37,530	38,656
	Estimator Trainee	3	36,498	37,593	38,721	39,883	41,079
	Recreation Attendant B Youth Counselor	4	38,640	39,799	40,993	42,223	43,490
VII	Accountant A	1	35,291	36,350	37,441	38,564	39,721
	Asst Building Inspector	2	37,661	38,791	39,955	41,154	42,389
	Asst Crew Chief	3	40,030	41,231	42,468	43,742	45,054
	Asst Electrical Inspect	4	42,389	43,661	44,971	46,320	47,710
	Asst Plumbing Inspector						
	Dog Control Officer B						
	Draftsworker A						
	Engineering Assistant A						
	Gardener						
	Housing Inspector						
	Janitor Crew Chief						
	Maint Worker B (Sal)						
	Paramedic B						
	Paramedic Trainee						
	Public Safety Dispatcher B						
	Real Property Appraisal Techn.						
	Recreation Attendant A						
	Recreation Leader						
	Senior Account Clerk						
Senior Engineer Assistant B							
Wastewater Treatment Plant Operator B							
Wastewater Treatment Plant Operator Trainee							
Water Treatment Plant Operator B							
Water Treatment Plant Operator Trainee							

GROUP	JOB TITLE	STEP	ANN/SAL	ANN/SAL	ANN/SAL	ANN/SAL	ANN/SAL
			1/1/02	1/1/03	1/1/04	1/1/05	1/1/06
VIII	Building Inspector	1	38,303	39,452	40,636	41,855	43,111
	Crew Chief	2	40,872	42,098	43,361	44,662	46,002
	Draftsworker AA	3	43,440	44,743	46,085	47,468	48,892
	Dog Control Officer A	4	46,001	47,381	48,802	50,266	51,774
	Electrical Inspector						
	Maint Worker A (Sal)						
	Paramedic A						
	Plumbing Inspector						
	Public Safety Dispatcher A						
	Recreation Attendant AA						
Senior Engineer Asst A							
Wastewater Treatment Plant Op A							
Water Treatment Plant Op A							
IX	Auto Mechanic Crew Chief	1	42,269	43,537	44,843	46,188	47,574
	Maint Crew Chief B (Sal)	2	45,081	46,433	47,826	49,261	50,739
	Paramedic AA (Eff.1/01/90)	3	47,861	49,297	50,776	52,299	53,868
	Real Property Appraiser	4	50,711	52,232	53,799	55,413	57,075
	Recreation Supervisor B						
	Senior Building Inspector						
	Senior Electrical Inspector						
	Senior Plumbing Inspector						
	Wastewater Treatment Plant Op A						
	Water Treatment Plant Op A						
Working Crew Chief B							



GROUP	JOB TITLE	STEP	ANN/SAL 1/1/02	ANN/SAL 1/1/03	ANN/SAL 1/1/04	ANN/SAL 1/1/05	ANN/SAL 1/1/06
X	Greenskeeper	1	46,489	47,884	49,321	50,801	52,325
	Junior Forester	2	49,553	51,040	52,571	54,148	55,772
	Junior Sanitary Chemist	3	52,621	54,200	55,826	57,501	59,226
	Maint Crew Chief A	4	55,688	57,359	59,080	60,852	62,678
	Recreation Supervisor A						
	Wastewater Treatment Plant Op AA						
	Working Crew Chief A						
XI	Maint Crew Chief AA	1	49,626	51,115	52,648	54,227	55,854
		2	52,946	54,534	56,170	57,855	59,591
		3	56,279	57,967	59,706	61,497	63,342
		4	59,587	61,375	63,216	65,112	67,065

7.02 Wastewater Operator Grade X - The Department Head of the Wastewater Plant may appoint Wastewater Treatment Plant Operator AA pay grade X. The appointment of the employee and the duration of time are retained completely with the Department Head.

7.03 Salary Anniversary Date - For the purpose of applying the automatic increments specified in the salary schedules by Job Groups, Paragraph 7.01 above, the anniversary date of employees shall be determined date of hire:

a. Employees hired prior to August 1, 1985, will have their anniversary date as follows: If a date of hire or promotion falls between the dates of January 1 through June 30, the anniversary date of service shall be considered January 1 of that year. If a date of hire or promotion falls between July 1 and December 31, the anniversary date of service shall be considered January 1 of the following year.

b. Employees hired with the Town of Tonawanda after August 1, 1985, shall move on the present automatic increment steps the start of the next pay period after 16 months of continuous service from the previous step (date of hire). A Department Head may advance an employee more rapidly in his/her sole discretion.

7.04 Increments - All increment steps in basic job titles (excluding those job titles labeled A or AA) are automatic increments pursuant to 7.03. If an employee is recommended, and approved, to move by merit to a job title

labeled "A" or "AA" and following the merit movement there are still remaining steps in that job group, those remaining steps are still automatic pursuant to 7.03. However, the remaining increment steps may be denied by the Department Head. If denial occurs, the subject employees may challenge said denial as follows: The employee may request that the matter be reviewed by a four member panel made up of the following:

1. Personnel Supervisor (Chairman of Panel)
2. Department Head selected by the Personnel Supervisor other than Department Head of the subject employees.
3. Union Representative (employee's choice)
4. Union Representative (employee's choice)

The Department Head who denied the increment must present his/her position to the Panel. The Panel will review the matter and issue a decision by a date determined by the Panel. The decision of the panel shall be final and not subject to further review at that time; however, the matter may be resubmitted at a later date within the next year. The Panel will advise the employee as to the date when the employee may resubmit the matter. The Panel will meet at such times, places and under such conditions as may be determined by the Panel.

Resubmissions shall be before the same Member Panel, unless the Department Head has retired or is no longer employed by the Town. In that case, the Personnel Supervisor may choose another Department Head as a replacement.

In the event there is lag time between the date that a

subject employee is denied an automatic raise and the date that this panel makes a decision, it then at the discretion of the panel as to whether the employee is entitled to the back pay at the new higher rate retroactive to the date of the automatic raise increment date.

7.05        Merits - Merit increases are not automatic increments as referred to in 7.03 and are defined as any increase in the compensation of an employee beyond the highest annual salary level of the basic job title and which is labeled "A" or "AA" (except as above for Wastewater Treatment Plant Operator AA). Merit increase is an increase from a Pay Group number to the next highest Group number beyond the basic job title and which is labeled "A" or "AA". i.e. an increase from a step in Group IX to a step Group X.

7.06        Merit Reduction - Any new merit increase granted to an employee on or after January 1, 1989, may be rescinded by the Department Head subject to the following:

a. Any reduction shall be preceded by a written notice of intention to reduce compensation by the Department Head and the employee will have an opportunity to improve their performance in the next six months following the written notice.

b. Prior to reduction, the matter will be referred to a panel equally composed of Town and Association members, no less than two each. The Panel shall issue its recommendation to the Personnel Supervisor. The Department Head recommending the reduction shall not be a panel member.

c. Reductions shall be made to no more than the next pay step below in the same job group. The employee is not eligible to utilize Article IX, Section 9.01.

d. Employees who receive merit increases prior to January 1, 1989, are not affected by this procedure.

e. It is further understood this procedure would not restrict the Town from disciplining an employee, which could be a reduction in salary, but may not be limited to this. This action could be a matter for Article IX, Section 9.01.

7.07 Water Plant Operator A - There shall be a minimum of four (4) Water Treatment Plant Operators who shall be appointed and removed at the discretion of the Department Head.

7.08 Shift Premium - Employees shall receive a shift differential payment whenever they are scheduled to work and work during hours other than the day shift hours in their department. Shift premium shall not be paid when the employee is on overtime, call-in or compensatory time.

Such employee's shift differential payment shall be determined by adding to their hourly rate of pay, the sum of fifty cents (\$.50) per hour for each hour worked.

7.09 Holiday Pay - All employees, excluding seasonal, temporary and part-time employees, shall receive a regular day's pay for the following holidays, even though not worked:

New Year's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	1/2 Day before Christmas
Independence Day	1/2 Day before New Year's Day
Labor Day	Employee's Birthday
Columbus Day	

Effective January 1, 1980 and thereafter, the above holidays shall be increased by the addition of one (1) "floating" holiday to be determined at the employee's discretion provided, however, that twenty (20) days prior notice be given.

It is agreed that the employee, to be entitled to Holiday Pay, must have worked on their last scheduled work day immediately preceding the holiday and on their first scheduled work day immediately after the holiday unless an employee's absence on either of these days is an excused absence with pay within terms of this Agreement, or on Workmen's Compensation leave for a period of fourteen (14) or more consecutive days which time period commences before the holiday.

The above listed holidays shall be observed on the days on which they fall, provided that when one of these holidays falls on a Sunday, the Monday following shall be observed as the holiday, and when it falls on a Saturday, the preceding Friday shall be so observed. However, employees who work on a three (3) shift system on a "seven day, around-the-clock" basis shall observe the holidays on the day they fall. It is understood that if a holiday falls on the day that the person is scheduled off (an employee on a three (3) shift system on a "seven day, around-the-clock" basis) they shall have the option to take the holiday pay or another day in lieu of the holiday. The requested time off shall be at the department head's discretion.

If an employee's birthday holiday coincides with one of the above listed holidays, such employee will be given a lieu day

off from work with pay at a later date approved by their Department Head. An employee may elect to use their birthday other than the day it falls only at the complete discretion of the Department Head.

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

An employee classified as a Veteran under Public Officer's Law who is entitled to be off on Veteran's Day and Memorial Day, and who works on one or both of these holidays, shall be compensated the same as a Non-Veteran for holiday pay purposes only.

Employees required to work on one of the above listed holidays shall, for the hours worked, receive time and one half (1-1/2) their regular hourly rate, in addition to the regular holiday pay. Employees scheduled to work on one of the above holidays, but call in sick, shall forfeit one (1) sick leave day and his/her sick leave incentive for that month.

A twenty-four (24) hour probationary shift worker who is scheduled and required to work a holiday will receive overtime for the hours worked.

Example - Seventy-two (72) hours regular pay, eight (8) hours overtime. They will not receive an additional eight (8) hours holiday (regular) pay until the completion of their probation.

7.10 Banking Holidays - Any employee scheduled to work a

holiday, in lieu of holiday pay, may bank up to three (3) holidays, at any one time, to be taken at a later time in the same calendar year with the Department Head's prior approval.

7.11 Overtime - Employees required to work beyond a total of eight (8) hours per day and forty (40) hours per week will be compensated for such hours at the rate of time and one half (1-1/2) their regular daily rate of pay. A minimum of fifteen (15) minutes of overtime must have been worked prior to any overtime payment being made.

Employees called back to work from home, after having completed their regular shift of work, will be compensated at the rate of time and one half (1-1/2) for all hours so worked or a minimum of three (3) hours pay at their regular hourly rate, whichever amount is greater.

7.12 Uniforms - The Town of Tonawanda will decide and determine those employees whose duties and responsibilities so warrant, the appropriate work uniforms and protective equipment.

Each full time Paramedic shall receive the sum of \$250.00 for the cleaning of uniforms, which shall be paid no later than February 15 of each year.

7.13 Longevity Payments - Each employee will be entitled to longevity pay in accordance with the following schedule. Longevity payments shall be made by the Town each calendar year on the first (1st) or second (2nd) pay day in November, at the Town's discretion, if permitted by law.



<u>LONGEVITY PAY SCHEDULE</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
One (1) year service (prior to Nov. 1)	\$400	\$400	\$400	\$400	\$400
Five (5) years of service	700	900	900	900	1000
Seven (7) years of service	900	1100	1100	1100	1200
Ten (10) years of service	1000	1200	1200	1200	1300
Fifteen (15) years of service	1100	1300	1300	1300	1400
Twenty (20) years of service	1200	1400	1400	1400	1500

For the purpose of applying the above schedule to employees, they must work one (1) week in the calendar year in which their anniversary date would occur to be entitled to longevity pay.

7.14 Daily Rate and Hourly Pay - An employee's regular daily rate of pay in 2002 shall be determined by dividing their annual salary by 261. An employee's daily rate of pay in 2003 shall be determined by dividing their annual salary by 261. An employee's daily rate of pay in 2004 shall be determined by dividing their annual salary by 262 work days. An employee's daily rate of pay in 2005 shall be determined by dividing their annual salary by 260 work days. An employee's daily rate of pay in 2006 shall be determined by dividing their annual salary by 260 work days.

An employee's regular hourly rate shall be determined by dividing their regular daily rate of pay by eight (8) hours.

7.15 Tuition - The Town will pay the full cost of all tuition, books and other fees for the Association members authorized by the Town Board to attend schools or seminars relating to courses respective to their various departments.

7.16 Blood Donations - Employees may be granted two (2) hours off with no loss of time or pay, for volunteer blood donations to Red Cross or Community Blood Programs. Department Head approval will first be obtained, to insure the least amount of disruption to Town services.

7.17 Volunteer Firefighters - Volunteer Firefighters shall be allowed to answer fire calls within the Town of Tonawanda during working hours, when such action is practical and does not endanger or impair Town services or equipment. When fire calls are responded to, it is understood that the volunteer firefighter shall be required to return to their work promptly.

7.18 Terminated Employees - Employees who quit with less than two (2) weeks' notice, or who are terminated for cause, shall not be entitled to be paid for accumulated unused vacation or longevity pay.

7.19 Commercial Driver's License (CDL) - Effective January 1, 2003, the Town will pay the difference between a regular driver's license and a CDL license when it is up for renewal for any employee that is required to have a CDL license by the Town and is in the drug and alcohol testing pool.

7.20 Public Safety Dispatcher A - There will be a minimum/maximum of three (3) Public Safety Dispatcher A's, Pay Group VIII, who shall be appointed and removed at the discretion of the Department Head.

ARTICLE VIII

LEAVE OF ABSENCE

8.01 Sick Leave - Salaried employees shall be entitled to a non-accumulative sick leave for a maximum of sixty-five (65) work days per calendar year, (thirteen (13) calendar weeks at five (5) work days each week.)

Within a fourteen (14) calendar day period to an employee exhausting the above stated sick leave allowance, the Town Board will review the complete case in considering any extension of sick leave, and so advise the employee.

The Town Board shall have the right to cause the Town Physician to examine or re-examine any employee who is on sick leave at such times as it might deem necessary.

An employee's sick leave account shall be charged one (1) full day for each sick leave day or partial day of more than four (4) hours off; less than four (4) hours off, an employee's sick leave account shall be charged one-half (1/2) day.

An employee on sick leave due to an occupational injury or disease which is compensable under the Workmen's Compensation Law shall have their sick leave charged one-third (1/3) of a day for each day the Town receives reimbursement from the State Insurance Fund, or other agency duly authorized. The one-third (1/3) deduction may commence after an employee has been off from work for one (1) month, even though the Town has not yet been reimbursed. Deduction may only be made for the days of reimbursement.

An employee on sick leave shall not absent himself from his residence or place of confinement during his scheduled hours of work, except for necessary visits to his physician, or for such treatment as may be prescribed. An employee wishing to be absent from his residence or place of confinement for medical reasons as prescribed by his doctor, shall notify his Department Head's designee.

8.02 Bereavement Leave - In the event of death in an employee's family, such employee, upon his request, shall be granted a paid leave of absence as follows:

<u>FAMILY</u>	<u>LEAVE ALLOWED</u>
Spouse	Four (4) work days from date of death
Children	
Parents	
Brother	
Sister	
-----	
Father-in-law	Three (3) consecutive calendar days. (Paid only for scheduled work days occurring up to and including the day of funeral)
Mother-in-law	
Grandchildren	
Grandparents	
Daughter-in-law	
Son-in-law	
Brother-in-law	
Sister-in-law	-----

The employee shall notify his immediate supervisor of any such absence at the earliest opportunity prior to the time they are scheduled to report for work. He shall state the reason for such absence and the number of days he will be absent from work because of such death. Bereavement Leave shall not be extended due to a holiday, provided funeral arrangements were not extended due to a holiday.

8.03        Jury Duty - An employee who has exercised good citizenship by serving on a jury, and who is scheduled to work and is summoned (not volunteers) will be excused for such service, and if he is actually required to attend and serve, will be paid his base rate of pay, up to eight (8) hours per day. Fees paid at per diem rate from such service on jury duty will be paid to the Town. Employees may retain mileage, meals or related fees paid for jury service. An employee on call for jury duty who is not required to serve on any day, must report for work as scheduled. This provision applies only to jury service performed Monday through Friday. Employees will notify their Department Head of such absence and accompany such request with a copy of the court order or jury summons. Payment of the per diem fees shall be made by check to the "Town of Tonawanda Supervisor" and the employee shall give such check to their Department Head within sixty (60) days of the date of such jury service.

8.04        Maternity Leave - An employee expecting to absent themselves due to pregnancy shall, as soon as the employee has knowledge of pregnancy, obtain the proper forms from the Personnel Office, to be signed by their physician, indicating to what date employee may continue to work. A supplemental form will be signed by employee's physician each month while still working. An additional form will be signed after the birth of the child, indicating the date employee may return to full duties and such date will terminate sick leave.

8.05 Personal Leave - Personal Leave is defined as a leave of absence with pay, granted to permit to accomplish a personal business transaction which must be performed during the hours an employee is scheduled to be on duty. The term "personal business transaction" shall include religious observances, legal matters, and other personal business. However, a specific and/or detailed reason will not be required to be given when requesting a personal leave day.

The number of days of personal leave granted to an employee shall not exceed five (5) days in a calendar year and shall not be accumulative. At least forty-eight (48) hours advance request is required. Within the forty-eight (48) hours personal leave will not be denied provided the absence will not hamper or impede the necessary work of the department.

8.06 PL/Vacation Buy-Back - Employees have the option to sell back a maximum of five (5) days of unused personal and/or vacation time. The sell-back price shall be at the individual employee's rate of pay.

Employees with fifteen (15) or more years of service may sell back an additional five (5) days. If such long term employee desires to sell such additional five (5) days, he/she must inform the Department Head prior to August first of the previous year, but employees may withdraw such request on or before April first of the subsequent year.

8.07        Sick Leave Incentive - An employee who works his regular work schedule during any month shall be credited with four (4) hours monetary compensation. The employee shall have the option to be paid such monetary compensation the first pay period of the month following the month that the paid compensation was earned or have all accumulated monetary compensation paid in the first pay period of December. In lieu of monetary compensation, an employee may request compensatory time off, provided that such request is made to and is approved by the Department Head or his designated representative. Such request to receive compensatory time off may be made in the month following the month the compensatory time off is earned.

ARTICLE IX

DISCIPLINE

9.01 Procedure - In the event an employee is notified of pending disciplinary action, provided the employee is entitled to rights under Section 75 and 76 of the Civil Service Law, the employee will choose, on a form provided by the Town, whether the discipline will be processed through Section 75 of the Civil Service Law, or they will appeal the discipline issued through the Grievance Procedure. When the choice is made of the procedure to follow, that election of one, by the employee, forecloses the use of the other by either party. In the event the employee refuses to choose, and is entitled to rights under Section 75 and 76 of the Civil Service Law, the discipline will be processed under Section 75 of the Civil Service Law, and the employee will have waived his/her rights under the grievance and arbitration procedures.



ARTICLE X

VACATION

10.01 Schedule

The Town will grant annual vacation with pay to employees hired prior to August 1, 1985 on a calendar year basis as follows:

- Twelve (12) months of accrued service - Ten (10) working days
- Seven (7) years of accrued service - Fifteen (15) working days
- Twelve (12) years of accrued service - Twenty (20) working days
- Fifteen (15) years of accrued service - Twenty-five (25) working days

The Town will grant annual vacations with pay to employees hired after August 1, 1985 on a calendar year basis as follows:

- Twelve (12) months of accrued service - Ten (10) working days
- Ten (10) years of accrued service - Fifteen (15) working days
- Fifteen (15) years of accrued service - Twenty (20) working days

Requests for vacations are to be made by April 15th, otherwise, vacation weeks will be assigned by the Department Head.

As far as practical, vacations shall be scheduled at the periods requested by the eligible employees.

Conflicts regarding vacation preferences among employees in any given job title, will be resolved whenever practical, in accordance with such employee's length of continuous service in the given job title in the department wherein they are working.

10.02     Unused Vacation - Vacation leave is not accumulative, and if not taken, shall expire at the end of the calendar year. However, at the discretion of the Department Head, the employee may carry over his/her vacation to the following year.

10.03     Resign, Discharge - Notwithstanding any other provision of law, an employee shall be entitled to be paid at the time of their retirement from the Town's service for the monetary value of unused vacation time standing to their credit at the date of their retirement. In case of the employee's death while employed by the Town, payment for such unused vacation time shall be made to their beneficiaries.

ARTICLE XI

INSURANCE

11.01 Health Insurance

Subject to the limitation in the employee's options on medical insurance the Town shall offer the following medical insurance coverage. If the health insurance carrier unilaterally changes the coverage offered, the Town is not responsible to maintain the specified coverage herein. However, the Town is responsible to maintain the most comparable medical coverage offered as specified herein by the health insurance carrier.

- A. The Town shall offer Blue Cross Blue Shield coverage both single and family coverage where applicable identified as follows: Hospital Contract 42-43 with rider R-8 dependent to age 23; R-46 - pre-care plus; R-48 - out of area hospitals; Medical contracts 60-61; Rider 8 dependents to age 23 with riders R-4 outpatient emergency care; R-21 psychiatric care; R-22 ambulatory care; R-48 out of area medical benefits; major medical riders BCMM-7 rider FF \$250.00/\$500.00 family with rider 8; drug rider C \$10.00 co-pay with RX rider 8.
- B. The Town shall have the option to include or discontinue within the Blue Cross Blue Shield policy a \$250.00 hospitalization deductible rider or a \$500.00 hospitalization deductible rider. Such deductible riders shall be self-insured by the Town. Employees incurring the hospitalization deductible, or a portion

thereof shall be reimbursed by the Town. Employees incurring expenses thereof shall be reimbursed by the Town within ten (10) days of submission.

C. If the monthly premium rates effective January 1, 2002 for the above identified insurance coverage increased during the life of the Agreement more than 25%, the increase over the 25% will be negotiated by the Town of Tonawanda Police Club to determine who will pay the additional premium rate.

D. The Town will offer HMO coverage as follows:

1. Independent Health Gold (Encompass A-1)
2. Health Care Plan - Premier
3. Community Blue II

Employees hired on or after 4/01/04 shall have the following health insurance options:

1. Independent Health Encompass B-1
2. Univera \$10.00 co-pay plan/\$50.00 emergency room co-pay
3. Community Blue II

E. The Town shall have the option at any time to include or discontinue with HMO's hospitalization deductible of \$250.00 or \$500.00 for Independent Health, Univera, and Community Blue. Such deductible shall be self-insured by the Town. Employees incurring the hospitalization deductibles or a portion thereof shall be reimbursed by the Town within ten (10) days of submission.

- F. 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.
- G. The Town reserves the right to change health insurance companies provided the coverage is equivalent and the claim processing is comparable.
- H. When an active full time regular employee dies while employed by the Town, his/her surviving spouse, provided they do not re-marry, shall receive benefit of the deceased employee's health insurance coverage for a maximum of six (6) months upon the employee's death, at Town expense.

11.02 Health Insurance Selection

- A. All employees hired after January 1, 1996 must select medical coverage only from the HMO's provided above. If a new employee hired after January 1, 1996 selects Traditional Blue Cross/Blue Shield coverage, that employee must pay the difference between the premium of the average HMO coverage and the premium of the Traditional Blue Cross/Blue Shield coverage.
- B. All new employees hired after January 1, 2004 must select medical coverage only from the three HMO's described above in Section 11.01 D or pay the difference between the

average HMO and the premium of the Traditional Blue Cross/Blue Shield coverage.

C. Employees hired before January 1, 1996, that have Traditional Blue Cross/Blue Shield coverage as of January 1, 2004 may keep said coverage without cost to them and without meeting the qualifications stated in paragraph 11.02 E.

D. Employees hired before January 1, 1996 may obtain Traditional Blue Cross/Blue Shield coverage without cost to them upon retirement or after retirement. If the employee has previously received a bonus for opting out of Blue Cross/Blue Shield, the employee will be required to repay the bonus.

E. In the open enrollment periods after January 1, 2004, employees hired prior to January 1, 1996 who do not have Traditional Blue Cross/Blue Shield coverage as of January 1, 2004, who wish to have Traditional Blue Cross/Blue Shield coverage during employment without cost to them must justify said coverage with any one of the following:

1. The employee has a family member covered by the employee's medical coverage that is leaving or has left the (WNY) geographical area, covered by one of the HMO's offered by the Town and none of the HMO's offered by the Town provide the portability of proper coverage to their geographical area (the family member's domicile, main place of residence).
2. The employee or a family member covered by his

coverage requests medical coverage for a serious medical conditions other than provided by an HMO. These cases will be reviewed on a case by case basis by a committee consisting of two (2) Town representatives selected by the Town and two (2) Association representatives selected by the Association. The majority will rule in these cases. If the Committee does not agree and there is no majority, then the matter will go to expedited arbitration, pursuant to Article IV of the Collective Bargaining Agreement to determine the question of whether there is a serious medical condition that requires Traditional coverage for proper medical care.

F. In the future, even after the next open enrollment period after January 1, 2004, if an employee hired before January 1, 1996, has Traditional medical coverage and switches to an HMO, then that employee may change back to Traditional coverage, without cost to them as long as satisfying any one of the above.

G. In the future, even after the next open enrollment period after January 1, 2004, if an employee hired before January 1, 1996, is in an HMO, and they wish to change to Traditional coverage in the future, without cost to them, then that employee must qualify by satisfying any one of the above.

H. Otherwise, those employees hired before January 1, 1996

and do not meet one of the criteria stated above, can only obtain Traditional coverage by paying the difference between the average HMO and Traditional coverage.

I. Those employees or future retirees hired after January 1, 1996 can only obtain Traditional coverage by paying the difference between the average HMO and Traditional coverage.

J. Those future retirees hired after January 1, 1996 that qualify for medical coverage as a retiree as described in Section 11.05 below that move away from the Western New York geographical area and none of the HMO's offered by the Town provide the portability of proper coverage to the new geographical area then the Town agrees to pay for an HMO offered in the new geographical area but only to the extent that the Town's obligation is the average cost of the HMO's offered by the Town. For those future retirees hired on or after April 1, 2004 the same applies except those future retirees still must contribute as provided in Section 11.05 below.

#### 11.03 Health Insurance Deduction

A. The Town will provide health insurance to employees at no cost to the employee subject to the limitations set forth in Section 11.02 and Section 11.03.

Employees hired after January 1, 1996 shall pay a portion of their health insurance premium, as follows:

1. After probation to the first of the month following four (4) years of service - 25%.



2. Fifth (5th) year of service and thereafter - fully paid by the Town subject to limitation described in 11.02.

B. Employees hired on or after April 1, 2004, shall pay a portion of their monthly health insurance premium as follows:

1. 25% first four (4) years - applies to employees hired prior to 4/01/04.

2. For employees hired on or after 4/01/04 - 20% first four (4) years.

Starting with the fifth year: \$145.09 Family/\$51.78 Single per month (Example: \$51.78 x 12 months, divided by 26 pays = per pay deductions).

3. All such payments shall be deducted on a per payroll basis.

11.04 Accumulated Days - Except as modified by 11.05 each employee may accumulate a maximum of 100 days, the value of which may be used by a retired employee toward payment of premiums for health insurance for himself/herself and family. These accumulated days shall be acquired as follows:

Each employee shall be granted five (5) accumulated days in each calendar year.

There shall be deducted from said five (5) days, one day for each full day of absence, due to illness or injury, after an employee has been absent due to illness or injury on more than three (3) separate occasions in that calendar year. Partial sick leave days shall be debited to the nearest half days used.

For the purpose of evaluating accumulated days, upon

retirement, each day accumulated shall be worth the value of the average daily rate of the employee at that time.

The payment of health insurance premiums for a retired employee shall only be made on behalf of a retired employee who is not employed where similar health insurance is available to him/her without cost, except that when such employment terminates, his/her rights shall be reinstated. Premiums are to be paid during the life of the retired employee or his/her spouse upon death, but only until he/she remarries or dies. An employee would not be eligible for this benefit if their spouse was receiving substantially the same coverage at no cost and could cover our retiring employee. If an employee or spouse is not initially eligible for this benefit because the employee or spouse is receiving substantially the same coverage, but circumstances change where coverage is no longer available without cost, then employee or spouse would be eligible for Town payment of health insurance.

All of the above in Section 11.04 shall be applicable only to employees who are fifty-two (52) years of age or older, are active employees on the Town payroll as of December 31, 1988, and retire and receive normal Social Security benefits. All other active or new employees shall be covered by the following paragraph.

11.05     Health Insurance after Retirement

Effective January 1, 1982, the payment of health insurance premiums shall be made on behalf of an employee who is

retired and collecting a New York State Retirement allowance or receiving an Ordinary/Accidental Disability Retirement allowance and had 10 years of credited service with the Town and not employed where similar health insurance is available to him/her without costs, except that when such employment terminates, his/her rights shall be reinstated. Premiums are to be paid during the life of the retired employee or his/her spouse upon death, but only until he/she remarries.

Any employee who retires and has HMO coverage and wants to move to traditional coverage because of the need of portability and the HMO is portable, then the employee must keep that HMO.

Employees who retire must enroll in Medicare Part B when eligible.

New employees hired on or after April 1, 2004, shall make a contribution, as provided in 11.03 B, of their monthly health insurance premiums as retirees.

If a National Health Insurance Program is enacted, the above-provided payment shall cease for retired employees.

11.06 Retired Employees - Retired employees of the Town prior to January 1, 1982 shall be allowed to continue at their option to make required premium payments at the group premium rates under the current plan of health insurance coverage.

11.07 Life Insurance - The Town will provide each employee with a life insurance policy which will provide for a

death benefit of Twenty-five Thousand (\$25,000.00) dollars, regardless of the cause of death and which can be converted upon retirement.

11.08     Double Coverage - The Town agrees to pay employees a payment of Four Hundred (\$400.00) Dollars for dropping individual coverage and Nine Hundred (\$900.00) Dollars for dropping dependent coverage per year. Such option must be exercised during the month of November, to be effective the following January 1. This same procedure shall apply to an employee opting back into the Town plan. This payment can be made only when the employee signs a statement that the employee has or will procure health insurance through the spouse's employment, other employment of the employee, or a private insurance plan. Such payment shall be made on or about April 1 of each year. If the employee wishes to rejoin the plan within the year, the employee must repay the pro rata portion of the payment (Example: 6 months, \$200.00 - Individual and \$450.00 - Dependent) and show a change in circumstances regarding the alternative health plan (non-voluntary loss of coverage). The Town agrees to let the employee back into the plan after one (1) year. Payment under this Section shall be made within thirty (30) days of the effective day of dropping the Town's plan.

        If a husband and wife are both employed by the Town, then they shall be eligible for only one family plan coverage policy, eligible to cash in that one policy pursuant to this Section.

Employees who exercise their option under this Section shall be eligible for Section 11.05 at time of retirement. Employees who quit prior to the end of the year shall repay the pro rata portion of such payment.

Post-Probation employees hired after August 1, 1985 with less than three years of service with the Town are entitled to Section 11.08 at seventy-five percent (75%) of the stated amounts.

Post-Probation employees hired after January 1, 1996 with less than four (4) years of service with the Town are entitled to Section 11.08 at seventy-five percent (75%) of the stated amounts.

ARTICLE XII

RETIREMENT BENEFITS

12.01 75 g, 60 b

The Town agrees to provide, and continue to maintain, the non-contributory plan of retirement benefits under Section 75 g (Non-contributory "25 year Career Plan") of the New York State Employees' Retirement System.

Pursuant to the advice received from the New York State Employees' Retirement System effective July 1, 1971, the Town adopted and agrees to maintain the retirement benefits under Section 60 b (Guaranteed Minimum Death Benefit.)

Effective January 1, 1990, the Town will adopt the New York State Retirement benefit known as 75-i (Improved Career Retirement Plan).

12.02 41 j

The following procedure will be followed in order to determine the number of unused sick days an employee may apply for additional service credit at the time of retirement:

a. Employees hired prior to January 1, 1977

To determine the number of days earned up to January 1, 1979, multiply the number of full years (12 months) of service times seven (7). This will establish the past unused allowance.

b. Employees hired after January 1, 1977

The cut off time for figuring days earned each year shall be December 31st. New employees hired

will not be eligible to accumulate days until they have twelve full months (one year) prior to December 31st.

- c. An employee may accumulate a maximum of 165 unused sick days for the purpose only in the use of Section 41 j of the New York State Pension. Effective January 1, 1977, eligible employees shall be granted seven (7) days each calendar year. At the close of each calendar year, there shall be deducted from said seven (7) days, or from the days earned in previous years, one day for each day of absence due to illness or injury on more than four (4) separate occasions in that calendar year.

If an employee was going to lose more than the seven (7) days earned in the calendar year, the Department Head and the Personnel Supervisor could waive further deduction of days from past days banked.

Further, the Town agrees to maintain the retirement benefits under Section 41 k heretofore adopted by Town Board resolution.

ARTICLE XIII

OCCUPATIONAL VACANCIES

13.01 Rate Promotion - Upon promotion to a higher classification or position, such employee being promoted shall receive the rate of that classification or position to which they are promoted.

13.02 Temporary - When a member of the Association is required by the Department Head to temporarily serve in and accept the responsibility for work in a higher permanent job title within the bargaining unit, then such employee shall, if required to work four (4) or more consecutive hours, receive the next higher pay in the job title temporarily assigned, from the annual salary being paid in their permanent job title.

The above assignments are completely at the Department Head's discretion, and not subject to the Arbitration procedure.

The intent of this section is when an employee completely fills the duties of an absent employee for a substantial duration of time.

13.03 New Classifications - The Town agrees that in the event it establishes new classifications recognized within the negotiating unit represented by the Association, the Town will furnish the Association with the new job classification descriptions, and will confer and negotiate with the Association respecting the rates of pay for such new classifications.

13.04 Vacancies - All existing promotional vacancies are to be filled within a reasonable time, not to exceed sixty



(60) days from the time the vacancy occurs and a promotional list is available, provided the Town has determined to fill the job and so notifies the Association.

When the Department Head determines a vacancy will be filled and the vacancy is a competitive Civil Service job title within pay Group II, III, IV or V, an information only notice will be sent to all departments. Although there is no obligation on behalf of the Town to select a present employee for the vacancy and such selection is not subject to the grievance procedure, should they apply, they will be given first consideration in the evaluation process.

13.05 Civil Service Exam - When a notice of a competitive

Civil Service exam is received for a Town of Tonawanda job title, fifteen (15) copies of said notice shall be sent to the Association.

13.06 A. The Department Head of the Water Resources Department may appoint an "Acting Senior Operator" on a shift, if desired, completely at his/her discretion. The selection of the employee and duration of time are retained completely with the Department Head. The definition of "Senior" refers to the following job titles:

Wastewater Treatment Plant Operator "AA"

Water Plant Operator "A"

When an employee is so designated by the Department Head, he/she shall be compensated as per Section 13.02 (Temporary).

B. The Chief of Police may appoint an "Acting Senior

Public Safety Dispatcher" on a shift, if desired, completely at his/her discretion. The selection of the employee and the duration of time are retained completely with the Chief of Police. The definition of "Senior" refers to the Public Safety Dispatcher "A" title.

When an employee is so designated by the Chief, he/she will be compensated as per Section 13.02 (Temporary), however, no less than forty-five cents (\$0.45) per hour as set forth in Section 13.02.

Any Public Safety Dispatcher already in Pay Grade VIII assigned to the Acting Senior Public Safety Dispatcher position will receive the same increase in pay as the other Public Safety Dispatchers that work as Acting Senior Public Safety Dispatcher title coming from Grade VII Step 4 to Grade VIII Step 3.

C. The Chief of Police may appoint a Senior Paramedic on a shift, if desired, completely at his/her discretion. The selection of the employee and the duration of time are retained completely with the Department Head. When an employee is so designated by the Chief of Police, he/she will receive forty-five (45) cents per hour additional pay for each full hour worked.

13.07 Paramedic Supervisor (EMT) - The Chief of Police may assign a Paramedic to be a supervisor of the Emergency Medical Unit. The assignment of the employee, duration of time and salary are retained completely with the Department Head.

Supervising Public Safety Dispatcher

The Town may assign a "Supervising Public Safety

Dispatcher" of the Communications Center in the Police department. The assignment of the employee, the duration of time and salary are retained completely with the Town.

The employees assigned to Supervising Paramedic and Supervising Public Safety Dispatcher are excluded from the bargaining unit.

13.08 Paramedic Duties - In addition to their duties, the Chief of Police may assign the Paramedics as follows:

- a. At the hospital or police station;
- b. Perform pre-employment physicals;
- c. Visit employees who are on sick leave.

ARTICLE XIV

GENERAL

14.01     Non-Discrimination Clause - There shall be no discrimination with respect to a person's age, race, color, creed, sex or political persuasion. All employees shall receive the full protection of the Agreement's provisions, and all employment, promotion, upgrading, demotion and termination shall be accomplished without regard to a person's age, race, color, creed, sex or political persuasion.

14.02     Acts of God - In the event of public Transportation difficulties, severe storms, floods or "Acts of God," an individual's or a group of employees' tardiness may be excused by the Department Head. Should the Department Head or designee notify an employee or employees that a function or department is closed due to severe storms, floods or "Acts of God," no compensation would be required. However, if an employee has vacation time, compensatory time, or personal leave time remaining, they may elect to use such time to compensate for the lost hours. Notification to the employee will be made as soon as possible.

ARTICLE XV

SAVINGS CLAUSE

15.01 Invalid or Unconstitutional - If any article, section, subsection, sentence, clause or portion is, for any reason held invalid or unconstitutional by any Court of Competent Jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE XVI

TERM OF AGREEMENT

16.01 Duration - This agreement shall be effective January 1, 2002, and shall continue through December 31, 2006, unless extended or renewed by mutual agreement of the parties. Article VII, Section 7.01 shall be retroactive to January 1, 2002. Notice of intent to change or amend the provisions of this Agreement shall be served in writing by the parties desiring such change or amendment to the other party on hundred and fifty (150) days prior to said expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed each by its authorized officials and representatives.)

TOWN OF TONAWANDA, NEW YORK

By

Ronald W. McPhee  
Supervisor

By

Jessie M. Feirder  
Personnel Supervisor

DATE EXECUTED:

6/8/04

TOWN OF TONAWANDA SALARIED  
WORKERS ASSOCIATION

By

Paul J. B...  
President

DATE EXECUTED:

8 JUNE 2004