

# **AGREEMENT**

**BY AND BETWEEN THE  
CITY OF LOCKPORT**

**And**

**CSEA, Local 1000 AFSCME  
AFL-CIO**



**City of Lockport Employee Unit  
Niagara County Local 832**

**January 1, 2008 – December 31, 2012**

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**CITY CLERK OFFICE**  
**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of January, 2008, by and between the CITY OF LOCKPORT, a political subdivision of the state of New York (hereinafter refer to as the "City"), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified Union for the City of Lockport Employee Unit Local 832 (hereinafter referred to as the "Union").

**ARTICLE I**  
**RECOGNITION**

The City of Lockport recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified Union for the City of Lockport Employee Unit Local 832 pursuant to the terms of the certification issued in April of 1984, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for all job titles listed in Appendix B, which is attached hereto and made a part of this Agreement.

1. All job titles similarly created in the future.
2. It is understood by the parties that the Confidential Secretary to the Mayor is exempt from the provisions of this contract.
3.
  - a. It is further understood the temporary employees whose employment is expected to exceed six (6) months, shall be covered by the terms and conditions of this Agreement.
  - b. Temporary employees whose tenure is expected to be less than six (6) months shall be exempt. In the event they surpass six (6) months continuous duty, the terms and conditions of this contract shall apply.

**ARTICLE II**  
**LEGISLATIVE REVIEW**

It is agreed by the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE III**  
**THE ESTABLISHMENT OF WORK RULES**

The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Prior to implementation of Work Rules, the Union shall have the opportunity to give input into any such proposed rules.

**ARTICLE IV**  
**UNION RIGHTS**

**A. Access to Employees**

The City agrees to permit representative of the Union to enter City of Lockport property at any time for individual discussion of working conditions with bargaining unit employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, after obtaining permission from the Department Head.

The City agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to the bargaining unit employees during working hours. The City further agrees that it will not permit any other organization, or union, to hold meetings for the purpose of



discussing terms and conditions of employment, or be provided meeting space on property or premises owned or occupied by the City of Lockport, except for challenge periods.

**B. Pledge Against Coercion**

The Employer agrees not to interfere with the rights of Employees to become members of the Union. There will be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any Employee because of his/her Union membership or because of an Employee activity in an official capacity on behalf of the Union.

**C. Bulletin Boards**

The City shall provide exclusive bulletin board space in an accessible place in the following locations for the purpose of posting bulletins, notices and material issued by CSEA, which shall be signed by the designated official of CSEA, or its appropriate Local:

Municipal Building

Water Department

Department of Highways and Parks

Wastewater Treatment Plant

There shall be no bulletin board space reserved exclusively for this use of any other employee organization except employee organizations which have been certified or recognized as the representative for collective bargaining negotiations of other City employees at such locations. No such material shall be posted which is profane or obscene, or defamatory of the City or its representatives of which constitutes election campaign material for or against any person, organization or faction thereof.

**ARTICLE V**  
**EMPLOYEE ORGANIZATION LEAVE**

With prior notification, members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc. shall have the right to leave, without charge to accumulated credits, for the conduct of Union business as follows:

- A. The President or his designee shall be granted twelve (12) days leave per year, without charge to accumulated credits, to conduct Unit, Local or regional business or to attend Board of Directors meetings.
- B. Up to two employees who are delegates to the CSEA annual convention shall be granted five (5) days total leave per year, without charge to accumulated credits, to attend the CSEA annual convention.
- C. Up to two employees that are elected or are appointed officials of Region 6 CSEA, shall be granted five (5) days total leave per year without charge to accumulated credits, to attend meetings and official functions, as called by the Regional President.
- D. The maximum number of organization leave days under the above provisions shall be twenty-two (22) days per year.

**ARTICLE VI**  
**DUES DEDUCTION**

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and Union sponsored insurance and benefit programs for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210, on a payroll period basis. No other organization shall be afforded any payroll deduction privilege with regard to Union dues or Union sponsored insurance

and benefit programs for employees covered by this Agreement without express consent and written authorization of the Civil Service Employees Association, Inc.

The City agrees to submit to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, New York, 12210, each payroll period a list generated by CSEA, Inc., itemizing the deduction of each employee.

The Union shall indemnify and save the City harmless against any and all claims, demands, suits and other forms of liability that may arise by reason of actions taken or not taken by the City for purpose of complying with any provisions of this article.

## **ARTICLE VII**

### **AGENCY SHOP**

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc. the amount equivalent to the dues levied by the Civil Service Employees Association, Inc, 143 Washington Avenue, Albany New York 12210, on a payroll basis.

## **ARTICLE VIII**

### **INFORMATION**

On the effective date of this Agreement, the City shall supply to the Unit a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, date of birth, work location, and first date of employment. Such information shall hereafter be provided to the Unit on a yearly basis.

The employer shall supply to the Unit on a per occurrence basis, the same information for all new employees and those who terminate their employment.

**ARTICLE IX**  
**LABOR MANAGEMENT COMMITTEE**

There shall be a Labor Management Committee consisting of three (3) CSEA representatives and three (3) City representatives. In addition, the Labor Relations Specialists may attend.

The Committee shall meet on a monthly basis or as necessary to discuss problems of mutual concern. An agenda of items to be discussed will be exchanged at least seven (7) calendar days before such meetings.

The employee representatives shall suffer no loss of time and pay if the meeting occurs during their work hours.

**ARTICLE X**  
**SICK LEAVE**

**A. Statement of Purpose**

Sick Leave is hereby defined as leave of absence from duty, with pay granted to an employee by reason of such employee's own sickness or disability. Under no circumstances is sick leave to be construed as additional vacation due an employee, or as an excuse for leave of absence with pay, or for any other purpose.

Sick leave shall be construed only as insurance or a protection to the employee provided by the City against the employee's loss of income due to legitimate sickness or disability provided that such employee has met certain conditions and has accumulated sufficient sick leave credits to cover the period of sickness or disability allowed for the calendar year.

**B. Sick Leave Accumulation**

Each full-time employee shall be allowed to accumulate sick leave credits without a limit at the rate of one and one quarter (1 ¼) working days for each month

completed in service. Sick leave credits shall be computed from the first day of service provided, however, that no sick leave shall be authorized until the employee has completed six months continuous employment. These credits, together with any previous sick leave credits which would have been usable on that date shall become cumulative.

The unit of computation of sick leave time used shall not be less than one-half ( $\frac{1}{2}$ ) day. Credits cannot be earned for any month in which an employee is absent without pay in excess of two days.

For the calculation of sick leave credits, the time recorded on the payroll at full rate of pay shall be considered as time "served" by the employee, provided, however, that sick leave credits shall not accumulate after an employee has been on sick leave for a continuous period exceeding one year, nor after an employee is absent on Worker's Compensation disability for a continuous period exceeding one year.

#### C. Eligibility

1. Upon proper evidence of a bona fide illness, an employee shall be able to draw on his accumulated and unused sick leave credits.
2. In order to apply for sick leave, proof of disability must be provided by the employee, satisfactory to the Department Head. The employee, or his agent, must report such a sickness or disability within thirty minutes of his scheduled starting time on each and every day of sickness or disability.
3. The Department Head may require a physician's certificate for any absence where the illness or disability is of long duration, a physician's certificate may be required for each seven (7) days of continuous absence. In any case, the Department Head may require an examination by the City Physician, and the Department Head shall arrange such an appointment. Whenever an employee has been on sick leave for thirty (30) successive days, the Department Head must require that the employee be examined by the City Physician before he returns to duty. The Department Head will arrange for the examination to be held within two (2) working days. In the event such employee shall fail to submit or refuse consent

to such medical examination, he shall be deemed to have waived his rights under this Article.

4. Where an employee received compensation under the Worker's Compensation Law on account of disability, he shall receive sick leave with pay during the period of disability for which he received compensation. The compensation payments, to which such employee is entitled, shall be received directly by the City, and the employee shall be credited with sick leave credits equal to the pro-rata payments of compensation so received.

5. Whenever an employee shall be absent on sick leave and the period for which he is absent includes a day or days upon which such employee was not scheduled to work, such day(s) shall not be charged against his accumulated sick leave credits.

6. The Department Head shall maintain records of accumulated sick leave credits for each employee and a record of the total sick leave granted to each employee.

#### D. Extended Sick Leave

An employee with five (5) years continuous service with the City immediately prior to his application for benefits under this provision, shall be eligible for Extended Sick Leave as follows:

1. Such employee shall receive one (1) week sick leave at  $\frac{1}{2}$  pay for each year of consecutive service up to a maximum of 26 weeks at  $\frac{1}{2}$  pay.
2. Health insurance shall be provided by the City for the period of earned extended sick leave. The City may require the proof of disability from two qualified physicians.
3. Any employee who utilized extended sick leave under this provision will earn the same benefits he/she would have earned while on regular sick leave.
4. Frequency of certification of illness shall be set forth in Sick Leave provisions of this contract.
5. An employee shall be eligible for extended sick leave on only ONE occasion during his/her career, and may apply for extended sick leave only after exhausting all other accruals.

6. No payment shall be made at retirement or at any other time for any unused earned extended sick leave.

E. Sick Leave Incentive

An employee shall earn additional Personal Days for limited use of sick days as follows:

1. Zero sick days used in calendar year:  
3 additional Personal Days earned
2. One or two sick days used in calendar year:  
2 additional Personal Days earned
3. Three sick days used in calendar year:  
1 additional Personal Day earned

Such personal days utilized shall be charged against an employee's accumulated sick leave credits, but shall not be charged as sick days used for purposes of computing entitlement to additional day hereunder.

F. Family Illness

At the discretion of the Employer, sick leave days may be used for serious illness of a spouse, child, parent, grandchild or grandparent. The Employer shall not be unreasonable in approving such leave when requested by an employee. Such leave shall be charged against the sick leave accruals of the employee taking the leave described in this Section F.

G. Part-Time Employees

Any employee hired to work less than full-time (35 hours) per week shall be entitled to accrue this benefit in fractional proportion to full-time employees.



**Article XI**  
**Medical Benefits Plan**

For purpose of this Agreement, the definition of the term 'active employee' shall include any employee who is on the payroll including, but not limited to, those employees on paid leave of absence. The definition of the term 'retiree' shall include any employee that from October 27, 2010 forward, retires from employment with the City of Lockport.

Hospital and Medical Care Benefits

The 'core' medical insurance plan shall be the POS 201/POS201 Plus with the \$5.00 Formulary RX coverage.

The City of Lockport agrees to pay the full cost of all referenced medical insurance benefits, as follows:

ACTIVE EMPLOYEES

The parties hereto agree that there shall be provided to each active employee, family or single medical insurance benefits fully paid by the City of Lockport. Active employees shall have a choice of the following medical plans as agreed upon jointly by the City of Lockport and bargaining unit CSEA as follows:

- Option One = POS 201 or POS 201 Plus with \$5.00 RX co-pay
- Option Two = POS 201 or POS 201 Plus with a \$7/\$15/\$35 RX co-pay
- Option Three = POS 203 or POS 203 Plus with HRA 105 Account
- Option Four = POS 204 or POS 204 Plus with HRA 105 Account

Benefit summaries for these plans are as outlined in attachments and are part of this Agreement.

The employee shall have the opportunity to switch options during the annual open enrollment period each year.

New Hires 201 \$7/\$15/\$35 203 and 204 Plan

Any new hire, hired after the ratification of this agreement will be required to enroll into the 201 \$7/\$15/\$35 203 or 204 plans and have that plan paid for in full by the City of Lockport. Upon completion of three consecutive years of service the employee will be eligible for any plan as listed in the Active Employees section of this Agreement.



## RETIREES

All employees retiring under this agreement shall have the option of single, double or family medical coverage, paid for in full, by the City of Lockport. All City of Lockport retirees shall be entitled to membership in the City of Lockport Health Insurance Plan as outlined in this agreement or in a plan that offers equal to or better healthcare coverage benefits, at no cost to the retiree, for the life of the retiree. The right to health insurance in retirement is a vested right. The right becomes valid on the date of retirement.

The employees retiring under this Agreement shall have the opportunity to switch options during the annual open enrollment period each year. The open enrollment period shall be held during the month of October each year. In the event that the Union and the City agree to an alternate date for the open enrollment period, the City shall notify all retirees via U.S. mail at least ten (10) days prior to the alternate open enrollment period.

In addition, any employee that had previously opted out of the Medical Benefits program and received the lump-sum annual buy-out may at any time, opt to receive the Medical Benefits listed in this agreement.

All retired employees shall have the opportunity to switch options during the annual open enrollment period each year.

Retirees shall have the option of single, double or family medical coverage fully paid by the City of Lockport, as follows:

### RETIREES LIVING WITHIN THE 8 COUNTIES OF WNY

#### NOT Medicare Eligible, Living within the 8 Counties of WNY

All employees, NOT Medicare eligible, retiring under this agreement and living within the 8 counties of WNY may enroll in the following BC/BS of WNY insurance plans:

- Option One POS 201 or 201 Plus with \$5 co-pay
- Option Two POS 201 or 201 Plus with \$7/\$15/\$35 RX
- Option Three POS 203 or 203 Plus with HRA 105 Account
- Option Four POS 204 or 204 Plus with HRA 105 Account

#### Medicare Eligible Living within the 8 Counties of WNY

All employees who retire under this agreement and the retirees spouse, who become Medicare eligible, living within the 8 counties of WNY may enroll in the BC/BS of WNY Medicare Advantage Plan PPO 799 \$5/\$5/\$5/\$5 with the City of Lockport reimbursing the retiree and their spouses Part B premium in full.

In the event that the retiree or their spouse has not become Medicare eligible, he or she shall remain enrolled in one of the current POS plans of their choosing at

a single rate until he or she becomes Medicare eligible, at which time the retiree or spouse will enroll in BC/BS of WNY Medicare Advantage Plan PPO 799 \$5/\$5/\$5/\$5, with the City of Lockport reimbursing the retiree and/or their spouses Part B premium in full.

When a retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the POS single plan of his/her choice. The spouse is not entitled to the HRA. However, if the spouse becomes Medicare eligible, before the retiree, and the spouse enrolls in the BC/BS of WNY Medicare Advantage Plan PPO 799 and the retiree goes into the POS single plan of his/her choice, the retiree shall be entitled to the difference between the core 201 \$5 plan and the single plan the retiree elects, in the form of an HRA.

If a retiree becomes Medicare eligible and has legal dependents, that retiree shall have the right to maintain BC/BS POS 201, 203, 204 family plan with a HRA until such time as the dependent(s) are no longer eligible for healthcare coverage under this Agreement, at which time the retiree will enroll in the BC/BS of WNY Medicare Advantage Plan PPO 799.

#### RETIREES LIVING OUTSIDE 8 COUNTIES of WNY

##### NOT Medicare Eligible, Living Outside the 8 Counties of WNY

All employees, not Medicare eligible, retiring under this agreement, living outside the 8 counties of WNY shall be enrolled in the BC/BS PPO 812 Plan.

##### Medicare Eligible Living Outside of 8 Counties of WNY

All employees who retire under this agreement and the retiree's spouse, who become Medicare eligible, living outside the 8 counties of WNY will enroll in the BC/BS of WNY 2009 Traditional Blue Medicare PPO 799 Out of Area Plan \$1/\$1/\$1/\$1 plan with the City of Lockport reimbursing the retiree and their spouses Part B premium in full.

If the retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the single BC/BS PPO 812 plan. If the spouse is Medicare eligible and the retiree is not Medicare eligible, then the retiree shall be enrolled in the single BC/BS PPO 812 plan.

If the employee retiring under this agreement becomes Medicare eligible and has legal dependants, the retiree will have the right to maintain BC/BS PPO 812 family plan until such time as the dependent(s) are no longer eligible for healthcare coverage under this agreement. At such time the retiree shall be enrolled in the BC/BS of WNY 2009 Traditional Blue Medicare PPO 799 Out of Area Plan.

The PPO 812 will be available only to those retired employees who reside in an area outside the 8 WNY Counties currently served by BC/BS POS plans listed above for more than 180 days in a calendar year.

Any retiree who chooses to relocate outside the 8 WNY Counties served by the POS plans any time during their retirement can opt into the PPO 812 National Plan.

Benefit summaries for these plans are as outlined in the attachments and are part of this agreement.

All retirees participating in the PPO 812 National Plan may be required to submit to the City of Lockport proof of their residency outside the POS Plan coverage area. Acceptable proof of residency will be any one of the following:

- \* Valid driver's license
- \* Utility bill showing the mailing address outside the POS Plan coverage area.
- \* Rental agreement for a property located outside the POS Plan coverage area.

#### RETIREE BUYOUT OPTION

Any active employee who retires, from October 27, 2010 forward, who does not avail himself/herself of the coverage provided herein shall receive a lump-sum of \$1000 or the amount stated in the respective bargaining agreement contracts, if that amount is higher, by reason of such non-participation. Said sum shall be paid to such retired employee on the first payday in December, each year, and will be pro-rated if necessary.

Those individuals, who chose to receive the savings by virtue of their not participating in the medical insurance plan provided, may rejoin the plan during any open enrollment period, or upon the death of their spouse, or upon any qualifying life-changing event.

#### EMPLOYEE/RETIREE DEATH

The City shall allow the spouse of all employees, active and retired, to continue participation in the Medical Benefits Plan upon death of the employee/retiree at the surviving spouse's own expense.

#### OPEN ENROLLMENT

The City shall make written notification to the President and Vice President of each bargaining unit as listed above, ten (10) days prior to the open enrollment period, informing them of the open enrollment period. In addition, upon the request of a representative of any of the above referenced bargaining unit, the City of Lockport shall arrange for a representative(s) of Blue Cross/Blue Shield to make themselves available to all employees on City of Lockport property, during employee work hours for the purposes of explaining benefits to aid in selection of the employee's medical plan.



### HRA 105 ACCOUNT

P & A Administrative Services, Inc. at the expense of the City of Lockport, shall administer the HRA 105 account and the existing Flexible Spending Account 125.

If an active employee or retiree dies and said employee/retiree has funds remaining in their HRA 105 account or their Flexible Spending Account 125, those funds shall be transferred over to the employee's surviving spouse and remain with the surviving spouse until and only until the surviving spouse exhausts the remaining funds in his/her HRA/FSA account. The City of Lockport has no right to any monies in the surviving spouse's HRA/FSA account. However, the City of Lockport will not be required to make any future contributions to the HRA after the employee's or retiree's death.

When the retiree becomes Medicare eligible and enrolls in the BC/BS of WNY PPO 799 Plans and the retiree's spouse is not Medicare eligible and is enrolled in a single POS healthcare plan, the spouse will not be eligible for the HRA. When the spouse is Medicare eligible and the retiree is not Medicare eligible the retiree shall be eligible for HRA under the guidelines of this agreement.

For those employees/retirees opting for the POS 203/203 Plus or the POS 204/204 Plus plans, the City shall contribute the equivalent of the difference between the annual premium of the 'core' POS 201 with \$5.00 RX plan and the annual amount of the premium of the chosen plan into the HRA 105 component. The HRA 105 contributions shall be made in a lump sum by the City to coincide with the initial start date of the agreed upon health plan and annually thereafter on the anniversary of the initial start date.

In addition, the City shall notify, in writing, the President and Vice-President of CSEA, the annual dollar amount of the City's HRA 105 contribution for each eligible POS Plan, ten (10) days prior to the initial open enrollment period and 10 days prior to the open enrollment period in all subsequent years, thereafter.

New hires will not have the right to an HRA 105 account until they complete three (3) years of consecutive service. Upon completion of three (3) consecutive years of service, the employee shall be eligible for the HRA 105 on a prorated basis.

### Separation from Service

Should an employee separate from service, for any reason other than retirement, said employee shall be allowed to access any balance in his/her HRA account. The separated employee may be required, due to IRS rules and regulations, to lose use of the flex-card and be required to make an expenditure that then may be submitted for reimbursement.

### Change in Coverage Status

Should an employee/retiree's coverage status change from a PPO to POS or POS to PPO plan, said employee/retiree shall have full access to any and all monies in their HRA at the time of such coverage status change.

### PART B PREMIUMS

As stated and referenced in this Agreement and for clarification and so there is no misunderstanding, the City of Lockport agrees to fully reimburse the retiree and his/her spouse, whether in area or out of area, the full amount of their Part B premiums including any annual increases once the retiree and/or spouse is Medicare eligible.

This reimbursement shall be paid to the retiree and/or spouse, through an HRA account set up by P & A Administrators and the City of Lockport. They shall be reimbursed the full cost of Part B premiums by check or direct deposit after submitting a statement to P & A Administrators showing proof of Part B premium deduction from their Social Security checks.

Retiree and/or spouse may submit their Social Security stub or any proof, on a monthly basis to P & A Administrators or once at the beginning of each calendar year at which time P & A Administrators shall send a check or direct deposit funds on a reoccurring basis at the beginning of each month.

This benefit shall continue until and only until the retiree and/or his/her spouse dies.

Anyone hired after this Agreement is ratified will pay their Part B premiums and their spouses Part B premiums once they become Medicare eligible.

### PRESCRIPTION DRUG REIMBURSEMENT

If a particular prescription drug is on the active employee's formulary (POS/PPO plans, in area/out of area plans) and the particular prescription drug is not on the Medicare formulary, the City of Lockport shall reimburse the Retiree the amount of the drug prescription minus his/her co-pay, after the employee or family member exhausts all administrative and procedural remedies available.

MISCELLANEOUS

The City of Lockport and CSEA understand that if the Medicare plans listed in this Agreement are no longer funded or supplemented by the United States Government in any way, shape or form the City of Lockport and CSEA will negotiate plans that are equal to or better than the currently listed plans set forth in this Agreement and the plans shall continue to be paid in full by the City of Lockport and there shall be no cost or contribution to the retiree including Part B benefits or any other benefits that may be required.

The City of Lockport and CSEA understand that if at anytime the Medicare Plans listed in this Agreement cost more than the current plans that are listed and set forth herein, the City and CSEA will negotiate a plan that is equal to or better than the benefits listed in this Agreement. The City understands that they cannot unilaterally change plans without the consent of CSEA. The plans shall continue to be paid fully by the City of Lockport and there shall be no cost or contribution to the retiree including Part B benefits or any other benefits that may be required.

The City will permit any employee who is a member of the Hospital and Medical Plan provided herein at the time of their retirement to retain their membership in said medical plans, as follows, with the City paying the full cost thereof, subject to the criteria established in the adopting resolution of the Common Council of the City of Lockport, dated December 16, 1964.

No changes shall be made to this Medical Benefits Agreement by either party by any method, including but not limited to, Common Council Resolution or collective bargaining agreement language that has not been agreed to and ratified by CSEA. In addition, any change to the insurance provider or the level of benefits provided in the above designated plans and outlined on the attached benefit summaries shall require written agreement by representatives of CSEA and then only after ratification of the membership of CSEA. This Agreement is the full understanding of all parties concerning Medical Benefits and shall supersede all others.

A. The City agrees to pay the full cost of the above referenced medical insurance benefits. Employees hired prior to October 20, 2004, will contribute as follows:

First year of employment – 50% employee paid  
50% City paid

Second year of employment – 25% employee paid  
75% City paid

Commencing with third year of employment the City will bear the full cost of coverage.

Employees hired after October 20, 2004 will contribute to the cost of the insurance coverage as follows:

First year of employment -	50% employee paid 50% City paid
Second year of employment-	40% employee paid 60% City paid
Third year of employment-	25% employee paid 75% City paid
Fourth year of employment-	15% employee paid 85% City paid

Commencing on the employee's 5-year anniversary date, the employee will receive 100% City funded health insurance.

B. Employees hired prior to contract ratification who does not avail himself/herself of the coverage provided herein shall receive a lump sum payment: \$2000.00;  
Employees hired after January 1, 2011 receive a lump sum payment: \$1000.00

Said sum shall be paid to such employee on the first payday in December, and will be pro-rated if necessary.

## ARTICLE XII JOB POSTINGS

A. The City shall transmit a copy of any job opening within the bargaining unit to all departments for posting. The posting shall be for a period of ten days prior to the filling of such opening. A copy of the posting will be provided to the Unit President, Vice President, Secretary and Treasurer at the time of the posting.

The posting shall contain:	Job title Department Rate of pay Copy of qualifications
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During the posting period, any unit employee who wishes to apply for the position may obtain an application at the Civil Service Office and return the completed application to the Civil Service Office.



B. Promotion/Reclassification

1. An employee reclassified or promoted one grade from one job to another job within the promotional ladder as determined by the Civil Service Commission, shall receive the rate of pay in the beginning step of the higher salary grade and progress through the steps on their anniversary dates thereafter for the term of this Agreement. If the beginning step in the higher salary grade does not provide an increase, the employee shall move to the step that does provide an increase. This section shall also apply to employees promoted into the CSEA bargaining unit.
2. An employee(s) reclassified or promoted two or more grades from one job to another job within the promotional ladder as determined by the Civil Service Commission, shall receive the rate of pay that is not less than the equivalent of two steps. Such employee(s) shall progress through the steps on their anniversary dates thereafter for the term of this Agreement. An employee who is promoted or reclassified and the Entrance Step of the new pay grade is greater than the equivalent of two steps, such employee shall receive Entrance Step pay and progress through the steps on anniversary dates thereafter for this Agreement.
3. Each new employee shall serve a probationary period in conformance with Civil Service Law, not less than eight (8) weeks nor more than twenty-six (26) weeks unless a training period, in which case the probationary period should be one year.
4. An employee shall be allowed to transfer to a vacant position in another department before the vacancy is otherwise filled with the approval of the affected Department Heads, which approval shall not be unreasonably withheld. Such employee shall serve a probationary period of not less than eight (8) weeks nor more than 26 weeks in the new employment, which probationary period may be shortened at the option of the City. Within the probationary period such employee may retreat to his former position.



**Article XIII**  
**Retirement Plan**

A. Each employee covered under this contract who is considered a Tier I or Tier II participant in the New York State Retirement System shall be afforded the benefits of the Improved Twenty (20) Year Career Retirement Plan (Section 75i) of the New York State Retirement and Social Security Law. All employees who are considered Tier III and Tier IV participants in the New York State Retirement System shall be provided the benefit of the Co-Escalator Retirement Plan.

**B. Sick Leave Conversion**

Upon retirement from active service, unused sick leave time will be paid in a lump sum commensurate with the employee's regular normal rate of pay at the rate of 50 percent upon ratification of the contract retroactive to 1/1/2009. Any employee hired after January 1, 2011, will be paid at the rate of 25 percent. The employee shall have the option of taking his/her entire entitlement in equal installments over three (3) years. Such entitlement shall be vested to the retiree, and in the event of death of such employee, any remaining entitlement shall be paid over, as provided herein to the estate of such employee. The City agrees to provide benefits under Section 41-j of the New York State Employee Retirement System.

**ARTICLE XIV**  
**WORK DAY AND WORK WEEK**

A. All employees shall be scheduled to work on a regular shift as determined by the Department Head. Such shift shall have a regularly scheduled starting and quitting time. Except for an emergency situation, no change in such schedule shall be made except upon two (2) weeks notice to the Union, who shall be allowed input into the change. It is clearly understood that the City may change a work shift.

Where such change by the City changes the shift as it existed on January 1, 1985, there shall be paid a shift differential as follows:

1. Starting after 11 a.m. to 4 p.m. – 2% of hourly wage
2. Starting after 4 p.m. to 11 p.m. – 4% of hourly wage
3. Starting after 11 p.m. to 7 a.m. – 6% of hourly wage
4. For Saturday work . . . . . - 4% of hourly wage
5. For Sunday work . . . . . - 8% of hourly wage

Subject to the above, the normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. The normal workday for City Hall employees shall consist of not more than eight (8) hours, from 8:30 a.m. to 4:30 p.m., with one hour lunch period.

**B. Rest Periods**

All employees work schedules provide for a 15 minute rest period during each half shift.

**ARTICLE XV  
CALL BACK COMPENSATION**

Any employee called back to work after the completion of his regularly scheduled shift, shall be paid for at least four (4) hours at time-and-one-half whether the entire four (4) hours are worked or not.

Any time worked beyond four (4) hours shall be paid at time-and-one-half for the time actually worked. The Call Back provision shall not apply to overtime which immediately follows the employee's regularly scheduled work shift.

## ARTICLE XVI

### OVERTIME COMPENSATION

At the option of the employee, he/she may be compensated for overtime by either time off or money.

Compensatory time may be accumulated up to 100 hours and up to 50 hours of time may be carried over into the succeeding year. Hours accumulated hereunder which are not eligible to be carried over shall be paid in wages. All compensatory time shall be taken with the approval of the Department Head, whose approval shall not be unreasonably withheld.

1. Overtime rates shall be paid after eight (8) hours in one day, or forty (40) hours in one week. Thirty-five (35) hour employees shall receive straight time pay for the eighth hour of pay any day, or for the 36<sup>th</sup> through 40<sup>th</sup> hours in any week.
2. Adjustments for improper rotation of overtime shall be limited to assignment of the next available overtime until said employee is made whole.
3. For purposes of trying to equalize assignment of overtime, the overtime declined shall be considered as hours worked. The employee with the least amount of overtime worked or offered shall be assigned the next available overtime, provided he is qualified for the work.
4. Rotation of overtime shall be among those qualified employees who normally perform such work within their department.
5. Employees shall not unreasonably decline overtime in emergency situations.

**ARTICLE XVII**  
**HOLIDAYS**

- A. Designated holidays for members of the bargaining unit shall be as follows: ½ day before New Year's Day; New Years Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Election Day; Veteran's Day; Thanksgiving Day; Friday immediately following Thanksgiving Day; ½ day before Christmas Day; Christmas Day.
- B. Those holidays recognized in this Agreement that have federally designated celebration dates will be observed on those dates. Additionally, the observance of Lincoln's Birthday shall be the Monday preceding the federally designated celebration date of Washington's Birthday. Such other holidays as provided for in this Agreement shall be observed on the traditionally observed day except that a holiday falling on a Saturday shall be observed on the preceding Friday, while a holiday falling on a Sunday shall be observed on the following Monday.
- C. Employees in continuous operations who are scheduled to work on such holidays, or other employees as may be required to work on such holidays, shall receive time-and-one-half for all hours actually worked.
- D. For the purpose of computing overtime, all holidays hours, whether worked or un-worked, for which such employee is compensated shall be considered as hours worked.

## ARTICLE XVIII

### VACATIONS

A. The City agrees that full-time employees shall be eligible for vacation as follows:

- 1 year continuous service, but less than 5 years continuous service 10 days
- 5 years continuous service but less than 10 years continuous service 15 days
- 10 years continuous service, but less than 15 years continuous service 17 days
- 15 years continuous service, but less than 20 years continuous service 20 days
- 20 years continuous service, but less than 24 years continuous service 22 days
- 25 + years continuous service 30 days

B. Vacation entitlement is based on the anniversary date of the employment of an employee.

C. Vacation shall not be accumulated from one calendar year to the next. Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time. It is understood by the parties that vacation is earned in one year based on anniversary date, and taken in the following year.

The Department Head shall schedule vacation in units of not less than five (5) work days. Upon the request of the employee, the Department Head, in his sole and absolute discretion may, when circumstances permit, allow an employee to use vacation time in units of less than five (5) working days. In the event of a conflict between employees over requested vacation time, departmental seniority shall prevail.

- D. Upon death, retirement or other type of separation from service of an employee, all the employee's accrued vacation and holiday time shall be computed on a pro-rata basis and paid to him/her in accordance with the normal rate of pay the employee was receiving at the time.
- E. When an employee earns a minimum of fifteen (15) vacation days in a year, the employee shall have the option of electing to receive the cash equivalent for a maximum of ten (10) vacation days in lieu of taking off such earned vacation time, provided the employee gives notice of such election, in writing, no later than September 1 of the preceding year. Such notice is necessary for the City to budget the allocation. The employee shall, with 30 days written notice, make known to the City during which pay period they wish to receive their vacation buy-back. It is further understood by the City and the employee that the employee can, at anytime, elect to void the buy-back option due to any change in circumstances.

## **ARTICLE XIX**

### **PERSONAL DAYS**

Each full-time employee shall be entitled to three (3) personal days per calendar year, which days shall not accumulate from year to year, the use of which shall be subject to the Department Head's approval, which approval shall not be unreasonably withheld. Any employee hired to work less than full-time (35 hours) per week shall be entitled to accrue this benefit in fractional proportion to full-time employees.

**ARTICLE XX**  
**BEREAVEMENT LEAVE**

- A. A maximum leave of four (4) working days, following the day of death, without loss of pay, accumulated sick leave, vacation or other benefits, on account of death in the employee's immediate family. Such leave may require satisfactory evidence of such death and shall be subject to the discretion of the Department Head, which discretion shall not be unreasonably withheld. The immediate family shall include spouse, child, parent, sibling, grandparent or grandchild.
- B. **Other Relatives**  
Each employee of the bargaining unit shall be granted a maximum leave of three (3) working days, subject to the requirement of paragraph A herein on account of death of a mother- or father-in-law, brother- or sister-in-law and son- or daughter-in-law.
- C. **Memorial Service**  
In the event the Memorial Service is not held within the above time parameters, an employee shall be entitled to one (1) day to attend same.

**ARTICLE XXI**  
**JURY DUTY LEAVE**

The only paid time off will be given to employees who are called for jury duty or subpoenaed in an action NOT brought by the employee. Fees received for juror day shall be remanded to the City (except for mileage reimbursement).

Proof of subpoena must be submitted to the department head.

No employee will be given time off for matters due to their own initiation of a private suit unless the employee has sufficient personal and/or vacation accruals to cover the period in question.

## ARTICLE XXII

### LEAVES OF ABSENCE

Leave of Absence will be granted as follows:

A. Leaves of Absence with Pay:

Employees of the bargaining unit shall be granted Leaves of Absence with pay where required by law.

B. Leave of Absence without Pay:

1. Child rearing leave – Unpaid leave-of absence shall be granted upon application of an employee of the bargaining unit, and shall be granted such unpaid leave subsequent to the birth or adoption of a child for up to ten (10) months. In addition, an employee having given birth shall be allowed to utilize up to six (6) weeks of accumulated sick time. Such employee who has been medically certified as being sick shall not be limited to six weeks, but shall fall under the conditions as outlined under "Sick Leave". The Mayor, at his sole discretion, may extend such unpaid leave up to an additional six (6) months.
2. Employees may apply to the Mayor for unpaid leave of absence not to exceed one (1) year; such leaves shall be at the sole and absolute discretion of the Mayor.
3. Employees on unpaid leave-of-absence shall not be afforded any employee benefits with the exception of medical insurance coverage for twelve weeks per the Family and Medical Leave Act (FMLA). After which, such employees may opt to continue medical insurance coverage at his or her own expense, as may employees on non-FMLA unpaid leaves of absence. In addition, all accrued benefits and seniority shall be "frozen" and on an employee's return to work, or termination from employment with the City, such accruals shall be pro-rated and rounded up to the nearest half day.



C. Leave for Civil Service Exams

An employee shall be given time off with pay where the employer requires the employee to take a Civil Service Exam as a requirement to keep his job.

**ARTICLE XXIII  
TRAVEL POLICY**

An employee required by his Department Head to use his own vehicle for City business, shall be reimbursed at the IRS approved rate.

**ARTICLE XXIV  
PERSONNEL FILE**

- A. For the purpose of this Article, there shall be one official personal history folder maintained for an employee.
- B. The personal history folder shall contain copies of all personnel transactions and official correspondence with the employee.
- C. A copy of the document related to the employee's work performance placed in an employee's personnel history folder shall be sent to the employee at the time of such placement. In addition, effective ninety (90) days from the execution of this Agreement, an employee may be given the opportunity to acknowledge receipt of a counseling memorandum by signing it prior to its placement in his or her personal history folder. Where an employee's signature is not obtained, such memorandum shall be sent to the employee at the employee's address of record by Certified Mail.
- D. Upon a grievance determination that the content of a formal written counseling memorandum issued after the effective date of this Agreement, is substantially inaccurate, such memorandum shall either be

modified or withdrawn. Grievances alleging that the contents of a counseling memorandum are substantially inaccurate, shall be processed up to Step 3 of the Grievance Procedure, but shall not be subject to arbitration.

- E. An employee shall have the opportunity to review his or her personal history folder in the presence of an appropriate official of the department or agency, and, at his or her option, his or her union representative upon three (3) working days notice; provided however, where the employee's personal history is kept at a location other than the employee's place of work, five (5) working day's notice shall be required, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse, provided, however, and employee may not review letters of reference obtained in connection with his initial and subsequent employment.

## **ARTICLE XXV**

### **GRIEVANCE PROCEDURE**

A. Intent

The primary intent of this procedure is the orderly resolution of any disagreement or conflict between an employee or Union and the City of Lockport. The employee shall be entitled to representation by the Union at any and all stages of this procedure.

By mutual agreement in writing, any time limit as expressed herein may be waived for good reason.

The Public Employment Relations Board shall be the Administrative Agency for arbitration. If arbitration is required, only one arbitrator shall be selected to hear and determine the case and such decision shall be final and binding on both parties. The arbitrator's fee and expense shall be borne equally by

the parties, and no transcript of the proceeding shall be required. In the event either party requires a transcript, the cost of same shall be borne by such party and a copy of the transcript provided at no cost to the other party.

CSEA local representatives, limited to no more than two stewards or officials and the grievant, shall be granted reasonable and necessary leave with pay for the investigation of claimed grievances and processing of grievances pursuant to this Article.

**B. Grievance Defined**

A grievance shall be defined as any claimed violation, misapplication or misinterpretation of any term of this contract, and/or condition of employment.

**C. Grievant Defined**

The grievant is any employee within the bargaining unit on behalf of himself and/or others similarly situated, or the Union, shall have the right to file a grievance.

**D. Grievance Procedure**

Step 1: Within fifteen (15) calendar days of the date on which the act of omission actually occurred or when the employee or Union became aware of the act or omission, a written grievance shall be submitted by the grievant to the Department Head, or in his absence, to the chairman of the Personnel Committee. The Department Head, or his agent, shall be allowed up to fifteen (15) calendar days to respond in writing; failure to respond by the City shall be deemed a denial of the grievance,

Step 2: In the event a grievance remains unresolved after Step 1, the grievant, within fifteen (15) days of receipt of the denial of his grievance, or fifteen (15) days after the grievance is deemed denied, shall have the right to submit the grievance for a determination by the Personnel Committee. The

Personnel Committee shall render a determination within fifteen (15) days of the receipt of the grievance.

Step 3: Final and Binding Arbitration

Within ten (10) calendar days of receipt of the Step 2 determination, the grievant shall have the right to file a written notice of intent to arbitrate. The decision of the arbitrator shall be final and binding subject only to limited court review as may be available for such determination.

## **ARTICLE XXVI DISCIPLINE AND DISCHARGE**

A. Applicability

The following disciplinary procedure will be applicable to all employees in the bargaining unit and is specifically intended to replace Section 75 and 76 of the Civil Service Law and shall be used exclusively in lieu thereof.

B. Cause

An employee shall not be subject to any disciplinary action except for just cause.

C. Management Rights

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee covered by the terms and conditions of this Agreement.

D. Procedure

(1) Disciplinary action or measures shall include, but are not limited to, the following actions and shall follow the order listed, unless circumstances warrant departure from the order listed:

- (a) Oral reprimand (with written confirmation)
- (b) Written reprimand
- (c) Suspension
- (d) Termination

- E. Discipline or notification of pending discipline shall be imposed within ten (10) working days of the alleged violation, or within ten (10) working days of the City first becoming aware of the alleged violation.

The disciplined employee, upon request, will be allowed to discuss his discharge or discipline with his steward or other authorized representative of the union, and except in a dangerous situation, the employer will make available an area where the employee may do so before he is required to leave the premises.

- G. When any action or measure is imposed or is pending against an employee, the employer shall notify the employee in writing, in duplicate, of the specific reasons for such disciplinary action. The written notification shall contain a description of the charges which shall include dates, time, and places. Such notice shall be made by personal service, if possible, and if such service cannot be affected by personal service, it shall be made by Registered or Certified Mail, return receipt requested, to the last known address of the employee. The time limits for presenting a grievance defined in the previous article governing "Grievances" shall commence upon the receipt of a Notice of Discipline by the employee.

H. Immediate Hearing upon Suspension

An employee may be suspended prior to the resolution of the Notice of Discipline if the employer determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or will severely interfere with operations.

In the event an employee is suspended prior to a full hearing, the City shall conduct a preliminary hearing before the Personnel Committee within three (3) days of the effective date of suspension. The scope of such hearing shall be limited to the issue of whether a pre-hearing suspension shall be continued on the basis of potential danger or interference with operations, until a full hearing and determination is made.

I. Pre-Hearing Conference

Within seven (7) working days of the service of the disciplinary notice and in advance of a full disciplinary hearing, the employee and his Union representative and/or attorney shall be entitled to a meeting with the Mayor's designees to discuss on an informal basis the employee and employer's position on the charges. If a resolution is reached by both parties, such resolution shall immediately be reduced to writing and signed by both parties. Any settlement of proposal by either party may be withdrawn prior to acceptance, and such settlement or proposal shall not be used in any related subsequent hearing or arbitration proceeding arising from the same incident.

- J. If no resolution is reached at the pre-hearing conference, a hearing shall be held before the Personnel Committee within ten (10) working days after the pre-hearing. The Personnel Committee shall submit its findings and recommendations to the Mayor and the Mayor shall, within five (5) days of receipt of the Personnel Committee findings give his decision in writing to the employee, in duplicate.

K. Arbitration Procedure

In the event the employee is dissatisfied with the Mayor's decision, such decision may be appealed to Arbitration within ten (10) working days by serving notice of appeal to the City Clerk's Office. The Arbitration proceedings shall be conducted by an arbitrator selected by the Public Employment Relations Board as per the procedures of the Board.

The decision of the arbitrator shall be final and binding, subject only to limited court review as may be available for such determinations. The arbitrator shall be jointly required to issue his decision within thirty (30) days after the conclusion of testimony and argument.

No arbitrator functioning under the provisions of this procedure shall have any power to amend, modify or delete any provisions of this Agreement. The cost of arbitration shall be split evenly by the parties. In the event a party requires a transcript, such parties shall pay the cost of same and shall present a copy without cost to the other party.

It is agreed by the parties that formal disciplinary proceeding under this Article may be instituted only by the Department Head, Supervisory Personnel, the Mayor or the Mayor's designee.

## **ARTICLE XXVII**

### **REDUCTION IN FORCE**

Any reduction in force (layoff and recall) shall be in accordance with Civil Service Law of the State of New York for all employees covered under this contract. An employee who is laid off shall be allowed to continue in the Health Insurance Plan, provided that such employee pays the total cost thereof. The employee will have the right to continue in the Health Plan at his cost, for a period equal to his layoff, but not longer than four (4) years, or his recall period. An employee must be given a 14-calendar day notice of layoff.

## **ARTICLE XXVIII**

### **SAFETY**

The City shall provide such protective or occupational clothing and equipment as is deemed necessary by Management.

## **ARTICLE XXIX**

### **EQUAL OPPORTUNITIES**

The City and CSEA realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the



employer and the CSEA to assure an equal opportunity in employment regardless of race, color, religion, sex, age or national origin.

## ARTICLE XXX

### WAGES

#### A. Step Plan

A 7-Step Plan has been adopted for the duration of the Agreement as set forth in Appendix A of this Agreement. A new class of positions shall be established pursuant to Appendix B.

1. Any CSEA employee who has been upgraded by virtue of this adopted wage Plan, or any employee hired prior to January 1, 1985, shall progress through the steps using the anniversary date of January 1<sup>st</sup>.
2. Any CSEA employee who has not been upgraded and was hired after January 1, 1985, shall progress through the steps using their anniversary date of hire.
3. The following increases will be added to the base salary:

2008 -	No increase to base salary.
2009-	Three percent (3%) across the board increase to base salary (retroactive to 1/1/2009 to be paid during the December 2010)
2010-	Three percent (3%) across the board increase to base salary (retroactive to 1/1/2010 to be paid during the December 2010)
2011-	Three percent (3%) across the board increase to base salary
2012-	Three percent (3%) across the board increase to base salary

#### B. Reclassification/Promotion (See Page 20 "Article XII "Job Posting" paragraphs 1 and 2)



## ARTICLE XXXI

### LONGEVITY

A. Effective January 1, 2009, an annual longevity payment will be paid to all full-time employees covered by this Agreement at the following rates:

- |    |                   |                     |
|----|-------------------|---------------------|
| 1. | 5 – 9 years       | \$500.00 per year   |
| 2. | 10-14 years       | \$650.00 per year   |
| 3. | 15 – 19 years     | \$800.00 per year   |
| 4. | 20 –24 years      | \$950.00 per year   |
| 5. | 25 years and over | \$1,100.00 per year |

B. Those employees who are eligible for a longevity payment on January 1, 1989, shall receive their longevity payment in a lump sum. Those employees who shall become eligible after January 1, 1989, for a longevity payment shall receive the same in a lump sum on completion of the first payroll following their anniversary date of continuous employment.

Those employees who are eligible for a longevity payment on January 1, 1990, shall receive their longevity payment in a lump sum on completion of the first payroll period following their anniversary date of continuous employment.

Those employees who shall become eligible after January 1, 1991 for a longevity payment shall receive the same in a lump sum on completion of the first payroll period following their anniversary date of continuous employment.

No employee will be eligible to receive more than one (1) longevity payment in any one calendar year. The parties agree that there is no

incremental pay system that will apply to any employee of the bargaining unit with respect to longevity.

## **ARTICLE XXXII**

### **DENTAL/MEDICAL VISITS**

At the discretion of the Department Head, employees will be allowed six annual medical or dental visits without loss of pay, sick leave, vacation or other leave benefits except that each such absence in excess of two (2) hours shall be charged to earned sick leave in one-half (1/2) day units. Half day units of sick leave for medical visits shall not apply against the sick leave incentive program. Employees shall, upon request, provide documentation to verify such medical/dental visits.

## **ARTICLE XXXIII**

### **OUT-OF-GRADE WORK**

#### **A. Higher Grade**

Each employee covered under this who is assigned to work in a title which is in a higher grade than the grade of the title which the employee permanently encumbers, shall be moved to a step in the higher grade which affords the employee an increase in pay. The employee shall be paid the higher rate of pay when the employee works more than two (2) hours in the higher classification. In such case the employee shall receive the higher rate of pay commencing with the first hour of work.

#### **B. Lower Grade**

Each employee covered under this contract who is assigned to a lower grade shall continue to receive the salary he/she is paid in the title which he/she permanently encumbers.

#### **C. Acting Department Head**

The Mayor has the discretion to designate employees as "Acting Department Heads" in the absence of a Department Head. Employees designated as such will be paid the difference between his/her salary and the Department Head's salary for the duration of the designation. Any overtime worked by the employee during this designation must be

approved by the Mayor, and shall be at one and one-half times the Department Head's salary. Employees have the right to decline this designation.

#### **ARTICLE XXXIV SENIORITY TRANSFER**

Any employee who transfers by virtue of a title change from one bargaining unit to the CSEA bargaining unit, shall be credited with the years of service served in his/her former title(s) for the purpose of determining vacation, sick leave, personal leave, and longevity pay.

#### **ARTICLE XXXV CLOTHING ALLOWANCE**

Employees in the following titles will receive an annual clothing allowance of \$350.00 retroactive to 1/1/2009:

- Chief Process Operator WWTP
- Industrial Pre Treatment Coordinator
- WWTP Maintenance Supervisor (currently vacant)
- Chief Public Works Mechanic (currently vacant)
- Public Works Supervisor
- Water Distribution Maintenance Supervisor
- Water Treatment Plant Maintenance Supervisor (currently vacant)
- Chief Water Treatment Plant Operator
- Assistant Director of Engineering
- Senior Engineering Technician
- Engineering Technician
- Senior Building Inspector
- Building Inspector
- Rehabilitation Specialist
- Parking Lot and Meter Maintainer
- Director of Wastewater and Water Operations
- Chief Compost Plant Operator
- Electrician
- Senior Building Maintenance Mechanic
- Building Inspector Trainee
- Housing Inspector

**ARTICLE XXXVI  
RESIDENCY REQUIREMENT**

All employees hired after October 27, 2010 are required to maintain a residency within the City of Lockport.

**ARTICLE XXXVII  
COMPLETE AGREEMENT**

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the Unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective negotiations. Any prior commitment or agreement between the Employer and the Union, or any individual employee covered by this Agreement, is hereby superseded.

**ARTICLE XXXVIII  
TERM OF AGREEMENT**

This agreement shall be effect as of the first day of January, 2008, and shall remain in full force and effect through the thirty-first day of December, 2012.

CIVIL SERVICE EMPLOYEES ASSOC. INC.  
LOCAL 1000, AFSCME, AFL-CIO  
CITY OF LOCKPORT EMPLOYEE UNIT 832

THE CITY OF LOCKPORT



Victoria A. Haenle, President

Date 4/20/2011



Robert Mootry, Labor

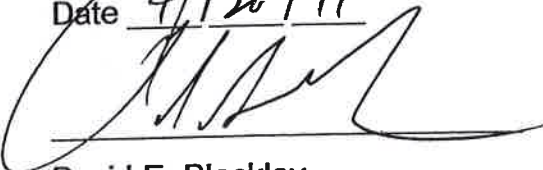
Relations Specialist

Date 4/21/11



Michael W. Tucker, Mayor

Date 4/20/11



David E. Blackley

Deputy Corporation Counsel

Date 4/21/11



## CSEA PAY PLAN 2008 - 2012

(hourly rates based on a 40 hr work week)

YEAR	GRADE	ENT	HOURLY	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
1/1/2008	1	\$21,610	10.3894	\$22,528	10.8308	\$23,443	11.2707	\$24,360	11.7115	\$25,276	12.1519	\$26,194	12.5933	\$27,108	13.0327
1/1/2009		\$22,258	10.7011	\$23,204	11.1557	\$24,146	11.6088	\$25,091	12.0629	\$26,034	12.5185	\$26,980	12.9711	\$27,921	13.4237
1/1/2010		\$22,926	11.0221	\$23,900	11.4904	\$24,871	11.9571	\$25,844	12.4248	\$26,815	12.8920	\$27,789	13.3602	\$28,759	13.8264
1/1/2011		\$23,614	11.3528	\$24,617	11.8351	\$25,617	12.3158	\$26,619	12.7975	\$27,620	13.2787	\$28,623	13.7610	\$29,622	14.2412
1/1/2012		\$24,322	11.6934	\$25,355	12.1901	\$26,385	12.6852	\$27,417	13.1814	\$28,448	13.6771	\$29,482	14.1738	\$30,510	14.6684
1/1/2008	2	\$23,443	11.2707	\$24,360	11.7115	\$25,276	12.1519	\$26,194	12.5933	\$27,108	13.0327	\$28,024	13.4731	\$28,939	13.9130
1/1/2009		\$24,146	11.6088	\$25,091	12.0629	\$26,034	12.5185	\$26,980	12.9711	\$27,921	13.4237	\$28,865	13.8773	\$29,807	14.3304
1/1/2010		\$24,871	11.9571	\$25,844	12.4248	\$26,815	12.8920	\$27,789	13.3602	\$28,759	13.8264	\$29,731	14.2936	\$30,701	14.7603
1/1/2011		\$25,617	12.3158	\$26,619	12.7975	\$27,620	13.2787	\$28,623	13.7610	\$29,622	14.2412	\$30,623	14.7224	\$31,622	15.2031
1/1/2012		\$26,385	12.6852	\$27,417	13.1814	\$28,448	13.6771	\$29,482	14.1738	\$30,510	14.6684	\$31,541	15.1641	\$32,571	15.6592
1/1/2008	3	\$25,276	12.1519	\$26,194	12.5933	\$27,108	13.0327	\$28,024	13.4731	\$28,939	13.9130	\$29,857	14.3543	\$30,774	14.7952
1/1/2009		\$26,034	12.5185	\$26,980	12.9711	\$27,921	13.4237	\$28,865	13.8773	\$29,807	14.3304	\$30,753	14.7850	\$31,697	15.2390
1/1/2010		\$26,815	12.8920	\$27,789	13.3602	\$28,759	13.8264	\$29,731	14.2936	\$30,701	14.7603	\$31,675	15.2285	\$32,648	15.6962
1/1/2011		\$27,620	13.2787	\$28,623	13.7610	\$29,622	14.2412	\$30,623	14.7224	\$31,622	15.2031	\$32,626	15.6854	\$33,628	16.1671
1/1/2012		\$28,448	13.6771	\$29,482	14.1738	\$30,510	14.6684	\$31,541	15.1641	\$32,571	15.6592	\$33,604	16.1559	\$34,636	16.6521
1/1/2008	4	\$27,108	13.0327	\$28,024	13.4731	\$28,939	13.9130	\$29,857	14.3543	\$30,774	14.7952	\$31,690	15.2356	\$32,607	15.6764
1/1/2009		\$27,921	13.4237	\$28,865	13.8773	\$29,807	14.3304	\$30,753	14.7850	\$31,697	15.2390	\$32,641	15.6926	\$33,585	16.1467
1/1/2010		\$28,759	13.8264	\$29,731	14.2936	\$30,701	14.7603	\$31,675	15.2285	\$32,648	15.6962	\$33,620	16.1634	\$34,593	16.6311
1/1/2011		\$29,622	14.2412	\$30,623	14.7224	\$31,622	15.2031	\$32,626	15.6854	\$33,628	16.1671	\$34,629	16.6483	\$35,631	17.1301
1/1/2012		\$30,510	14.6684	\$31,541	15.1641	\$32,571	15.6592	\$33,604	16.1559	\$34,636	16.6521	\$35,667	17.1478	\$36,699	17.6440
1/1/2008	5	\$28,939	13.9130	\$29,857	14.3543	\$30,774	14.7952	\$31,690	15.2356	\$32,607	15.6764	\$33,522	16.1163	\$34,441	16.5582
1/1/2009		\$29,807	14.3304	\$30,753	14.7850	\$31,697	15.2390	\$32,641	15.6926	\$33,585	16.1467	\$34,528	16.5998	\$35,474	17.0549
1/1/2010		\$30,701	14.7603	\$31,675	15.2285	\$32,648	15.6962	\$33,620	16.1634	\$34,593	16.6311	\$35,563	17.0978	\$36,538	17.5666
1/1/2011		\$31,622	15.2031	\$32,626	15.6854	\$33,628	16.1671	\$34,629	16.6483	\$35,631	17.1301	\$36,630	17.6108	\$37,635	18.0936
1/1/2012		\$32,571	15.6592	\$33,604	16.1559	\$34,636	16.6521	\$35,667	17.1478	\$36,699	17.6440	\$37,729	18.1391	\$38,764	18.6364
1/1/2008	6	\$30,774	14.7952	\$31,690	15.2356	\$32,607	15.6764	\$33,522	16.1163	\$34,441	16.5582	\$35,356	16.9981	\$36,273	17.4389
1/1/2009		\$31,697	15.2390	\$32,641	15.6926	\$33,585	16.1467	\$34,528	16.5998	\$35,474	17.0549	\$36,417	17.5090	\$37,361	17.9621
1/1/2010		\$32,648	15.6962	\$33,620	16.1634	\$34,593	16.6311	\$35,563	17.0978	\$36,538	17.5666	\$37,509	18.0333	\$38,482	18.5010
1/1/2011		\$33,628	16.1671	\$34,629	16.6483	\$35,631	17.1301	\$36,630	17.6108	\$37,635	18.0936	\$38,634	18.5743	\$39,636	19.0560
1/1/2012		\$34,636	16.6521	\$35,667	17.1478	\$36,699	17.6440	\$37,729	18.1391	\$38,764	18.6364	\$39,793	19.1315	\$40,826	19.6277



## CSEA PAY PLAN 2008 - 2012

(hourly rates based on a 40 hr work week)

YEAR	GRADE	ENT	HOURLY	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
1/1/2008	7	\$32,607	15.6764	\$33,522	16.1163	\$34,441	16.5582	\$35,356	16.9981	\$36,273	17.4389	\$37,190	17.8798	\$38,104	18.3192
1/1/2009		\$33,585	16.1467	\$34,528	16.5998	\$35,474	17.0549	\$36,417	17.5080	\$37,361	17.9621	\$38,306	18.4162	\$39,247	18.8688
1/1/2010		\$34,593	16.6311	\$35,563	17.0978	\$36,538	17.5666	\$37,509	18.0333	\$38,482	18.5010	\$39,455	18.9687	\$40,425	19.4349
1/1/2011		\$35,631	17.1301	\$36,630	17.6108	\$37,635	18.0936	\$38,634	18.5743	\$39,636	19.0560	\$40,639	19.5377	\$41,637	20.0179
1/1/2012		\$36,699	17.6440	\$37,729	18.1391	\$38,764	18.6364	\$39,793	19.1315	\$40,826	19.6277	\$41,858	20.1239	\$42,886	20.6185
1/1/2008	8	\$34,441	16.5582	\$35,356	16.9981	\$36,273	17.4389	\$37,190	17.8798	\$38,104	18.3192	\$39,024	18.7615	\$39,938	19.2010
1/1/2009		\$35,474	17.0549	\$36,417	17.5080	\$37,361	17.9621	\$38,306	18.4162	\$39,247	18.8688	\$40,195	19.3244	\$41,136	19.7770
1/1/2010		\$36,538	17.5666	\$37,509	18.0333	\$38,482	18.5010	\$39,455	18.9687	\$40,425	19.4349	\$41,401	19.9041	\$42,370	20.3703
1/1/2011		\$37,635	18.0936	\$38,634	18.5743	\$39,636	19.0560	\$40,639	19.5377	\$41,637	20.0179	\$42,643	20.5012	\$43,641	20.9814
1/1/2012		\$38,764	18.6364	\$39,793	19.1315	\$40,826	19.6277	\$41,858	20.1239	\$42,886	20.6185	\$43,922	21.1163	\$44,951	21.6109
1/1/2008	9	\$36,273	17.4389	\$37,190	17.8798	\$38,104	18.3192	\$39,024	18.7615	\$39,938	19.2010	\$40,855	19.6418	\$41,772	20.0827
1/1/2009		\$37,361	17.9621	\$38,306	18.4162	\$39,247	18.8688	\$40,195	19.3244	\$41,136	19.7770	\$42,081	20.2311	\$43,025	20.6852
1/1/2010		\$38,482	18.5010	\$39,455	18.9687	\$40,425	19.4349	\$41,401	19.9041	\$42,370	20.3703	\$43,343	20.8380	\$44,316	21.3057
1/1/2011		\$39,636	19.0560	\$40,639	19.5377	\$41,637	20.0179	\$42,643	20.5012	\$43,641	20.9814	\$44,643	21.4632	\$45,645	21.9449
1/1/2012		\$40,826	19.6277	\$41,858	20.1239	\$42,886	20.6185	\$43,922	21.1163	\$44,951	21.6109	\$45,983	22.1070	\$47,015	22.6032
1/1/2008	10	\$38,104	18.3192	\$39,024	18.7615	\$39,938	19.2010	\$40,855	19.6418	\$41,772	20.0827	\$42,688	20.5231	\$43,606	20.9644
1/1/2009		\$39,247	18.8688	\$40,195	19.3244	\$41,136	19.7770	\$42,081	20.2311	\$43,025	20.6852	\$43,969	21.1388	\$44,914	21.5934
1/1/2010		\$40,425	19.4349	\$41,401	19.9041	\$42,370	20.3703	\$43,343	20.8380	\$44,316	21.3057	\$45,288	21.7729	\$46,262	22.2412
1/1/2011		\$41,637	20.0179	\$42,643	20.5012	\$43,641	20.9814	\$44,643	21.4632	\$45,645	21.9449	\$46,646	22.4261	\$47,649	22.9084
1/1/2012		\$42,886	20.6185	\$43,922	21.1163	\$44,951	21.6109	\$45,983	22.1070	\$47,015	22.6032	\$48,046	23.0989	\$49,079	23.5956
1/1/2008	11	\$39,938	19.2010	\$40,855	19.6418	\$41,772	20.0827	\$42,688	20.5231	\$43,606	20.9644	\$44,521	21.4043	\$45,439	21.8457
1/1/2009		\$41,136	19.7770	\$42,081	20.2311	\$43,025	20.6852	\$43,969	21.1388	\$44,914	21.5934	\$45,857	22.0465	\$46,802	22.5010
1/1/2010		\$42,370	20.3703	\$43,343	20.8380	\$44,316	21.3057	\$45,288	21.7729	\$46,262	22.2412	\$47,232	22.7079	\$48,206	23.1761
1/1/2011		\$43,641	20.9814	\$44,643	21.4632	\$45,645	21.9449	\$46,646	22.4261	\$47,649	22.9084	\$48,649	23.3891	\$49,652	23.8714
1/1/2012		\$44,951	21.6109	\$45,983	22.1070	\$47,015	22.6032	\$48,046	23.0989	\$49,079	23.5956	\$50,109	24.0908	\$51,142	24.5875



## CSEA PAY PLAN 2008 - 2012

(hourly rates based on a 40 hr work week)

YEAR	GRADE	ENT	HOURLY	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
1/1/2008	12	\$41,772	20.0827	\$42,688	20.5231	\$43,606	20.9644	\$44,521	21.4043	\$45,439	21.8457	\$46,354	22.2856	\$47,270	22.7260
1/1/2009		\$43,025	20.6852	\$43,969	21.1388	\$44,914	21.5934	\$45,857	22.0465	\$46,802	22.5010	\$47,745	22.9541	\$48,688	23.4077
1/1/2010		\$44,316	21.3057	\$45,288	21.7729	\$46,262	22.2412	\$47,232	22.7079	\$48,206	23.1761	\$49,177	23.6428	\$50,149	24.1100
1/1/2011		\$45,645	21.9449	\$46,646	22.4261	\$47,649	22.9084	\$48,649	23.3891	\$49,652	23.8714	\$50,652	24.3521	\$51,653	24.8333
1/1/2012		\$47,015	22.6032	\$48,046	23.0989	\$49,079	23.5956	\$50,109	24.0908	\$51,142	24.5875	\$52,172	25.0826	\$53,203	25.5783
1/1/2008	13	\$43,606	20.9644	\$44,521	21.4043	\$45,439	21.8457	\$46,354	22.2856	\$47,270	22.7260	\$48,187	23.1668	\$49,105	23.6082
1/1/2009		\$44,914	21.5934	\$45,857	22.0465	\$46,802	22.5010	\$47,745	22.9541	\$48,688	23.4077	\$49,633	23.8618	\$50,578	24.3164
1/1/2010		\$46,262	22.2412	\$47,232	22.7079	\$48,206	23.1761	\$49,177	23.6428	\$50,149	24.1100	\$51,122	24.5777	\$52,095	25.0459
1/1/2011		\$47,649	22.9084	\$48,649	23.3891	\$49,652	23.8714	\$50,652	24.3521	\$51,653	24.8333	\$52,655	25.3150	\$53,658	25.7973
1/1/2012		\$49,079	23.5956	\$50,109	24.0908	\$51,142	24.5875	\$52,172	25.0826	\$53,203	25.5783	\$54,235	26.0745	\$55,268	26.5712
1/1/2008	14	\$45,439	21.8457	\$46,354	22.2856	\$47,270	22.7260	\$48,187	23.1668	\$49,105	23.6082	\$50,021	24.0486	\$50,936	24.4885
1/1/2009		\$46,802	22.5010	\$47,745	22.9541	\$48,688	23.4077	\$49,633	23.8618	\$50,578	24.3164	\$51,522	24.7700	\$52,464	25.2231
1/1/2010		\$48,206	23.1761	\$49,177	23.6428	\$50,149	24.1100	\$51,122	24.5777	\$52,095	25.0459	\$53,067	25.5131	\$54,038	25.9798
1/1/2011		\$49,652	23.8714	\$50,652	24.3521	\$51,653	24.8333	\$52,655	25.3150	\$53,658	25.7973	\$54,659	26.2785	\$55,659	26.7592
1/1/2012		\$51,142	24.5875	\$52,172	25.0826	\$53,203	25.5783	\$54,235	26.0745	\$55,268	26.5712	\$56,299	27.0669	\$57,329	27.5620
1/1/2008	15	\$47,270	22.7260	\$48,188	23.1673	\$49,105	23.6082	\$50,021	24.0486	\$50,936	24.4885	\$51,851	24.9284	\$52,767	25.3688
1/1/2009		\$48,688	23.4077	\$49,634	23.8623	\$50,578	24.3164	\$51,522	24.7700	\$52,464	25.2231	\$53,407	25.6762	\$54,350	26.1298
1/1/2010		\$50,149	24.1100	\$51,123	24.5782	\$52,095	25.0459	\$53,067	25.5131	\$54,038	25.9798	\$55,009	26.4465	\$55,981	26.9137
1/1/2011		\$51,653	24.8333	\$52,656	25.3155	\$53,658	25.7973	\$54,659	26.2785	\$55,659	26.7592	\$56,659	27.2399	\$57,660	27.7211
1/1/2012		\$53,203	25.5783	\$54,236	26.0750	\$55,268	26.5712	\$56,299	27.0669	\$57,329	27.5620	\$58,359	28.0571	\$59,390	28.5528

0 for 2008

3% for 2009, 2010, 2011, 2012



## CSEA PAY PLAN 2008 - 2012

(hourly rates based on a 35 hr work week)

YEAR	GRADE	ENT	HOURLY	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
1/1/2008	1	\$21,610	11.8736	\$22,528	12.3780	\$23,443	12.8808	\$24,360	13.3846	\$25,276	13.8878	\$26,194	14.3923	\$27,108	14.8945
1/1/2009		\$22,258	12.2298	\$23,204	12.7494	\$24,146	13.2672	\$25,091	13.7862	\$26,034	14.3045	\$26,980	14.8241	\$27,921	15.3413
1/1/2010		\$22,926	12.5967	\$23,900	13.1318	\$24,871	13.6652	\$25,844	14.1997	\$26,815	14.7337	\$27,789	15.2688	\$28,759	15.7976
1/1/2011		\$23,614	12.9746	\$24,617	13.5258	\$25,617	14.0752	\$26,619	14.6257	\$27,620	15.1757	\$28,623	15.7269	\$29,622	16.2756
1/1/2012		\$24,322	13.3639	\$25,355	13.9316	\$26,385	14.4974	\$27,417	15.0645	\$28,448	15.6310	\$29,482	16.1987	\$30,510	16.7639
1/1/2008	2	\$23,443	12.8808	\$24,360	13.3846	\$25,276	13.8879	\$26,194	14.3923	\$27,108	14.8945	\$28,024	15.3978	\$28,939	15.9005
1/1/2009		\$24,146	13.2672	\$25,091	13.7862	\$26,034	14.3045	\$26,980	14.8241	\$27,921	15.3413	\$28,865	15.8597	\$29,807	16.3776
1/1/2010		\$24,871	13.6652	\$25,844	14.1997	\$26,815	14.7337	\$27,789	15.2688	\$28,759	15.8016	\$29,731	16.3355	\$30,701	16.8689
1/1/2011		\$25,617	14.0752	\$26,619	14.6257	\$27,620	15.1757	\$28,623	15.7269	\$29,622	16.2756	\$30,623	16.8256	\$31,622	17.3750
1/1/2012		\$26,385	14.4974	\$27,417	15.0645	\$28,448	15.6310	\$29,482	16.1987	\$30,510	16.7639	\$31,541	17.3304	\$32,571	17.8962
1/1/2008	3	\$25,276	13.8879	\$26,194	14.3923	\$27,108	14.8945	\$28,024	15.3978	\$28,939	15.9005	\$29,857	16.4049	\$30,774	16.9088
1/1/2009		\$26,034	14.3045	\$26,980	14.8241	\$27,921	15.3413	\$28,865	15.8597	\$29,807	16.3776	\$30,753	16.8971	\$31,697	17.4161
1/1/2010		\$26,815	14.7337	\$27,789	15.2688	\$28,759	15.8016	\$29,731	16.3355	\$30,701	16.8689	\$31,675	17.4040	\$32,641	17.9345
1/1/2011		\$27,620	15.1757	\$28,623	15.7269	\$29,622	16.2756	\$30,623	16.8256	\$31,622	17.3750	\$32,626	17.9261	\$33,628	18.4767
1/1/2012		\$28,448	15.6310	\$29,482	16.1987	\$30,510	16.7639	\$31,541	17.3304	\$32,571	17.8962	\$33,604	18.4639	\$34,636	19.0310
1/1/2008	4	\$27,108	14.8945	\$28,024	15.3978	\$28,939	15.9005	\$29,857	16.4049	\$30,774	16.9088	\$31,690	17.4121	\$32,607	17.9159
1/1/2009		\$27,921	15.3413	\$28,865	15.8597	\$29,807	16.3776	\$30,753	16.8971	\$31,697	17.4161	\$32,641	17.9345	\$33,585	18.4534
1/1/2010		\$28,759	15.8016	\$29,731	16.3355	\$30,701	16.8689	\$31,675	17.4040	\$32,648	17.9385	\$33,620	18.4725	\$34,593	19.0070
1/1/2011		\$29,622	16.2756	\$30,623	16.8256	\$31,622	17.3750	\$32,626	17.9261	\$33,628	18.4767	\$34,629	19.0267	\$35,631	19.5772
1/1/2012		\$30,510	16.7639	\$31,541	17.3304	\$32,571	17.8962	\$33,604	18.4639	\$34,636	19.0310	\$35,667	19.5975	\$36,699	20.1645
1/1/2008	5	\$28,939	15.9005	\$29,857	16.4049	\$30,774	16.9088	\$31,690	17.4121	\$32,607	17.9159	\$33,522	18.4187	\$34,441	18.9236
1/1/2009		\$29,807	16.3776	\$30,753	16.8971	\$31,697	17.4161	\$32,641	17.9345	\$33,585	18.4534	\$34,528	18.9712	\$35,474	19.4913
1/1/2010		\$30,701	16.8689	\$31,675	17.4040	\$32,648	17.9385	\$33,620	18.4725	\$34,593	19.0070	\$35,563	19.5404	\$36,538	20.0761
1/1/2011		\$31,622	17.3750	\$32,626	17.9261	\$33,628	18.4767	\$34,629	19.0267	\$35,631	19.5772	\$36,630	20.1266	\$37,635	20.6784
1/1/2012		\$32,571	17.8962	\$33,604	18.4639	\$34,636	19.0310	\$35,667	19.5975	\$36,699	20.1645	\$37,729	20.7304	\$38,764	21.2987
1/1/2008	6	\$30,774	16.9088	\$31,690	17.4121	\$32,607	17.9159	\$33,522	18.4187	\$34,441	18.9236	\$35,356	19.4264	\$36,273	19.9302
1/1/2009		\$31,697	17.4161	\$32,641	17.9345	\$33,585	18.4534	\$34,528	18.9712	\$35,474	19.4913	\$36,417	20.0092	\$37,361	20.5281
1/1/2010		\$32,648	17.9385	\$33,620	18.4725	\$34,593	19.0070	\$35,563	19.5404	\$36,538	20.0761	\$37,509	20.6094	\$38,482	21.1440
1/1/2011		\$33,628	18.4767	\$34,629	19.0267	\$35,631	19.5772	\$36,630	20.1266	\$37,635	20.6784	\$38,634	21.2277	\$39,636	21.7783
1/1/2012		\$34,636	19.0310	\$35,667	19.5975	\$36,699	20.1645	\$37,729	20.7304	\$38,764	21.2987	\$39,793	21.8646	\$40,826	22.4316
1/1/2008	7	\$32,607	17.9159	\$33,522	18.4187	\$34,441	18.9236	\$35,356	19.4264	\$36,273	19.9302	\$37,190	20.4341	\$38,104	20.9363
1/1/2009		\$33,585	18.4534	\$34,528	18.9712	\$35,474	19.4913	\$36,417	20.0092	\$37,361	20.5281	\$38,306	21.0471	\$39,247	21.5644
1/1/2010		\$34,593	19.0070	\$35,563	19.5404	\$36,538	20.0761	\$37,509	20.6094	\$38,482	21.1440	\$39,455	21.6785	\$40,425	22.2113
1/1/2011		\$35,631	19.5772	\$36,630	20.1266	\$37,635	20.6784	\$38,634	21.2277	\$39,636	21.7783	\$40,639	22.3289	\$41,637	22.8776
1/1/2012		\$36,699	20.1645	\$37,729	20.7304	\$38,764	21.2987	\$39,793	21.8646	\$40,826	22.4316	\$41,858	22.9987	\$42,886	23.5639
1/1/2008	8	\$34,441	18.9236	\$35,356	19.4264	\$36,273	19.9302	\$37,190	20.4341	\$38,104	20.9363	\$39,024	21.4418	\$39,938	21.9440
1/1/2009		\$35,474	19.4913	\$36,417	20.0092	\$37,361	20.5281	\$38,306	21.0471	\$39,247	21.5644	\$40,195	22.0850	\$41,136	22.6023
1/1/2010		\$36,538	20.0761	\$37,509	20.6094	\$38,482	21.1440	\$39,455	21.6785	\$40,425	22.2113	\$41,401	22.7476	\$42,370	23.2803
1/1/2011		\$37,635	20.6784	\$38,634	21.2277	\$39,636	21.7783	\$40,639	22.3289	\$41,637	22.8776	\$42,643	23.4300	\$43,641	23.9788
1/1/2012		\$38,764	21.2987	\$39,793	21.8646	\$40,826	22.4316	\$41,858	22.9987	\$42,886	23.5639	\$43,922	24.1329	\$44,951	24.6981



## Appendix A

## CSEA PAY PLAN 2008 - 2012

(hourly rates based on a 35 hr work week)

YEAR	GRADE	ENT	HOURLY	STEP 1	HOURLY	STEP 2	HOURLY	STEP 3	HOURLY	STEP 4	HOURLY	STEP 5	HOURLY	STEP 6	HOURLY
1/1/2008	9	\$36,273	19,9302	\$37,190	20,4341	\$38,104	20,9363	\$39,024	21,4418	\$39,938	21,9440	\$40,855	22,4478	\$41,772	22,9516
1/1/2009		\$37,361	20,5281	\$38,306	21,0471	\$39,247	21,5644	\$40,195	22,0850	\$41,136	22,6023	\$42,081	23,1212	\$43,025	23,6402
1/1/2010		\$38,482	21,1440	\$39,455	21,6785	\$40,425	22,2113	\$41,401	22,7476	\$42,370	23,2803	\$43,343	23,8149	\$44,316	24,3494
1/1/2011		\$39,636	21,7783	\$40,639	22,3289	\$41,637	22,8776	\$42,643	23,4300	\$43,641	23,9788	\$44,643	24,5293	\$45,645	25,0799
1/1/2012		\$40,826	22,4316	\$41,858	22,9987	\$42,886	23,5639	\$43,922	24,1329	\$44,951	24,6981	\$45,983	25,2652	\$47,015	25,8323
1/1/2008	10	\$38,104	20,9363	\$39,024	21,4418	\$39,938	21,9440	\$40,855	22,4478	\$41,772	22,9516	\$42,688	23,4549	\$43,606	23,9593
1/1/2009		\$39,247	21,5644	\$40,195	22,0850	\$41,136	22,6023	\$42,081	23,1212	\$43,025	23,6402	\$43,969	24,1586	\$44,914	24,6781
1/1/2010		\$40,425	22,2113	\$41,401	22,7476	\$42,370	23,2803	\$43,343	23,8149	\$44,316	24,3494	\$45,288	24,8834	\$46,262	25,4185
1/1/2011		\$41,637	22,8776	\$42,643	23,4300	\$43,641	23,9788	\$44,643	24,5293	\$45,645	25,0799	\$46,646	25,5299	\$47,649	26,1810
1/1/2012		\$42,886	23,5639	\$43,922	24,1329	\$44,951	24,6981	\$45,983	25,2652	\$47,015	25,8323	\$48,046	26,3987	\$49,079	26,9664
1/1/2008	11	\$39,938	21,9440	\$40,855	22,4478	\$41,772	22,9516	\$42,688	23,4549	\$43,606	23,9593	\$44,521	24,4621	\$45,439	24,9665
1/1/2009		\$41,136	22,6023	\$42,081	23,1212	\$43,025	23,6402	\$43,969	24,1586	\$44,914	24,6781	\$45,857	25,1960	\$46,802	25,7155
1/1/2010		\$42,370	23,2803	\$43,343	23,8149	\$44,316	24,3494	\$45,288	24,8834	\$46,262	25,4185	\$47,232	25,9518	\$48,206	26,4869
1/1/2011		\$43,641	23,9788	\$44,643	24,5293	\$45,645	25,0799	\$46,646	25,5299	\$47,649	26,1810	\$48,649	26,7304	\$49,652	27,2816
1/1/2012		\$44,951	24,6981	\$45,983	25,2652	\$47,015	25,8323	\$48,046	26,3987	\$49,079	26,9664	\$50,109	27,5323	\$51,142	28,1000
1/1/2008	12	\$41,772	22,9516	\$42,688	23,4549	\$43,606	23,9593	\$44,521	24,4621	\$45,439	24,9665	\$46,354	25,4692	\$47,270	25,9725
1/1/2009		\$43,025	23,6402	\$43,969	24,1586	\$44,914	24,6781	\$45,857	25,1960	\$46,802	25,7155	\$47,745	26,2333	\$48,688	26,7517
1/1/2010		\$44,316	24,3494	\$45,288	24,8834	\$46,262	25,4185	\$47,232	25,9518	\$48,206	26,4869	\$49,177	27,0203	\$50,149	27,5543
1/1/2011		\$45,645	25,0799	\$46,646	25,5299	\$47,649	26,1810	\$48,649	26,7304	\$49,652	27,2816	\$50,652	27,8309	\$51,653	28,3809
1/1/2012		\$47,015	25,8323	\$48,046	26,3987	\$49,079	26,9664	\$50,109	27,5323	\$51,142	28,1000	\$52,172	28,6658	\$53,203	29,2323
1/1/2008	13	\$43,606	23,9593	\$44,521	24,4621	\$45,439	24,9665	\$46,354	25,4692	\$47,270	25,9725	\$48,187	26,4764	\$49,105	26,9808
1/1/2009		\$44,914	24,6781	\$45,857	25,1960	\$46,802	25,7155	\$47,745	26,2333	\$48,688	26,7517	\$49,633	27,2707	\$50,578	27,7902
1/1/2010		\$46,262	25,4185	\$47,232	25,9518	\$48,206	26,4869	\$49,177	27,0203	\$50,149	27,5543	\$51,122	28,0888	\$52,095	28,6239
1/1/2011		\$47,649	26,1810	\$48,649	26,7304	\$49,652	27,2816	\$50,652	27,8309	\$51,653	28,3809	\$52,655	28,9314	\$53,658	29,4826
1/1/2012		\$49,079	26,9664	\$50,109	27,5323	\$51,142	28,1000	\$52,172	28,6658	\$53,203	29,2323	\$54,235	29,7994	\$55,268	30,3671
1/1/2008	14	\$45,439	24,9665	\$46,354	25,4692	\$47,270	25,9725	\$48,187	26,4764	\$49,105	26,9808	\$50,021	27,4841	\$50,936	27,9868
1/1/2009		\$46,802	25,7155	\$47,745	26,2333	\$48,688	26,7517	\$49,633	27,2707	\$50,578	27,7902	\$51,522	28,3086	\$52,464	28,8264
1/1/2010		\$48,206	26,4869	\$49,177	27,0203	\$50,149	27,5543	\$51,122	28,0888	\$52,095	28,6239	\$53,067	29,1578	\$54,038	29,6912
1/1/2011		\$49,652	27,2816	\$50,652	27,8309	\$51,653	28,3809	\$52,655	28,9314	\$53,658	29,4826	\$54,659	30,0326	\$55,659	30,5819
1/1/2012		\$51,142	28,1000	\$52,172	28,6658	\$53,203	29,2323	\$54,235	29,7994	\$55,268	30,3671	\$56,299	30,9336	\$57,329	31,4994
1/1/2008	15	\$47,270	25,9725	\$48,188	26,4769	\$49,105	26,9808	\$50,021	27,4841	\$50,936	27,9868	\$51,851	28,4896	\$52,767	28,9929
1/1/2009		\$48,688	26,7517	\$49,634	27,2712	\$50,578	27,7902	\$51,522	28,3086	\$52,464	28,8264	\$53,407	29,3442	\$54,350	29,8626
1/1/2010		\$50,149	27,5543	\$51,123	28,0894	\$52,095	28,6239	\$53,067	29,1578	\$54,038	29,6912	\$55,009	30,2246	\$55,981	30,7585
1/1/2011		\$51,653	28,3809	\$52,656	28,9320	\$53,658	29,4826	\$54,659	30,0326	\$55,659	30,5819	\$56,659	31,1313	\$57,660	31,6813
1/1/2012		\$53,203	29,2323	\$54,236	29,8000	\$55,268	30,3671	\$56,299	30,9336	\$57,329	31,4994	\$58,359	32,0653	\$59,390	32,6317

0 for 2008

3% for 2009, 2010, 2011, 2012



## **APPENDIX B**

### **CITY OF LOCKPORT –C.S.E.A. POSITION CLASSIFICATION**

<b>Grade 1:</b>	Clerk
<b>Grade 2:</b>	Senior Typist Typist
<b>Grade 3:</b>	Account Clerk Account Clerk Typist Cashier Cashier Typist Real Property Tax Service Assistant Youth Bureau Aide Senior Typist Secretary to the Chief of Police Computer Technician/Payroll Aide
<b>Grade 4:</b>	Senior Stenographer
<b>Grade 5:</b>	Engineering Aide Real Property Appraisal Associate
<b>Grade 6:</b>	Building Inspector Trainee Recreation Program Coordinator Senior Account Clerk Youth Program Coordinator
<b>Grade 7:</b>	Engineering Technician Parking Lot & Meter Maintainer Principal Account Clerk Principal Account Clerk Typist Tax Enforcement Clerk
<b>Grade 8:</b>	Rehabilitation Specialist
<b>Grade 9:</b>	Assistant Youth & Recreation Director Rehabilitation Coordinator Senior Engineering Technician Inspection Data Coordinator/Zoning Officer (per moa dated December 2010)

**Grade 10:** Administrative Assistant – Community Development  
Real Property Appraiser  
Payroll/Benefits Administrator  
Administrative Assistant  
Clerk/Matron  
Rehabilitation Coordinator  
Building Inspector (per moa dated December 2010)

**Grade 11:** Chief Public Works Mechanic  
Deputy City Clerk/Registrar – Vital Statistics  
Deputy City Treasurer  
Water Treatment Plant – Maintenance Supervisor  
Public Works Supervisor

**Grade 12:** Wastewater Treatment Plant – Maintenance Supervisor  
Chemist

**Grade 13:** Industrial Pre-Treatment Coordinator  
Assistant Director of Engineering  
Chief Compost Plant Operator  
Electrician  
Water Distribution Maintenance Supervisor  
Senior Building Inspector (per moa dated December 2010)

**Grade 14:** Director of Wastewater and Water Operations  
Public Works Supervisor

**Grade 15:** Assistant City Engineer  
Wastewater Treatment Plant Chief Process Operator  
Chief Water Treatment Plant Operator (per moa dated December 2010)  
Chief Accountant/Auditor (per moa dated December 2010)

# Summary of Benefits for: City of Lockport

Traditional Blue  
POS 201/201 Plus

POS 201  
Your Copay  
\$5/\$10

POS 201 Plus  
Choose Your Copay  
\$0/\$15 or \$5/\$10

## Medical Services

Office visits (\$0 copay for dependents under age 19)  
Routine physicals  
Well child visits and immunizations (up to age 19)  
Diagnostic x-rays  
Laboratory testing  
Chiropractic care  
MRI  
Specialist visits

\$5  
\$5  
Covered in full  
\$10  
Covered in full  
\$5  
\$10  
\$10

\$0 or \$5  
\$0 or \$5  
Covered in full  
\$15 or \$10  
Covered in full  
\$5  
\$15 or \$10  
\$15 or \$10

## Women's Services

Maternity care (prenatal & post-natal care)

Gynecological office visits  
Mammograms  
Routine pap smears

Covered in full after  
initial copay  
\$5  
\$10  
Covered in full

Covered in full after  
initial copay  
\$0 or \$5  
\$15 or \$10  
Covered in full

## Hospital Care

Inpatient stay - semi private room  
Outpatient surgery facility  
Chemotherapy, radiation therapy, inhalation therapy  
Cardiac rehabilitation (24 visits per year)  
Occupational, speech, physical therapy (30 aggregate visits)  
Emergency room visit (waived if admitted to hospital)  
Emergency ambulance (medically necessary)

Covered in Full  
\$10  
\$10  
\$10  
\$10  
\$50  
\$50

Covered in full  
\$15 or \$10  
\$15 or \$10  
\$15 or \$10  
\$15 or \$10  
\$50  
\$50

## Mental Health Care

Inpatient (30 days per member per year)  
Outpatient (20 visits per member per year)

Covered in full  
50% for visits 1-20

Covered in full  
50% for visits 1-20

## Substance Abuse Treatment

Inpatient detoxification (30 days detox, 30 days rehab)  
Outpatient (60 visits per member per calendar year)

Covered in full  
\$10

Covered in full  
\$10

## Other Services

Diabetic supplies and equipment  
Durable medical equipment (no limit)  
Home health care (In-network unlimited visits, Out-of-network 365 visits)  
Hospice (210 days)  
Prosthetic devices  
Skilled nursing facility non-custodial (unlimited days)  
Prescription drugs (\$0 copay for generic contraceptive drugs)

\$5  
20% copay  
\$10

\$0 or \$5  
20% copay  
\$15 or \$10

Covered in full  
20% copay  
Covered in full  
\$7/\$15/\$35

Covered in full  
20% copay  
Covered in full  
\$7/\$15/\$35

## Vision Care

Routine exam for every member (Vision Plus copay reflected)

\$10

\$10

## Dependent Coverage

Dependent/Student coverage to age

25/25

25/25

## Out-of-network

Deductible  
Coinsurance  
Out-of-pocket maximum  
Annual maximum  
Lifetime maximum

\$250/\$500  
20%  
\$1,500/\$3,000  
None  
None

\$250/\$500  
20%  
\$1,500/\$3,000  
None  
None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

# Summary of Benefits for: City of Lockport

Additional Blue  
POS 201/201 Plus

POS 201  
Your Copay  
\$5/\$10

POS 201 Plus  
Choose Your Copay  
\$0/\$15 or \$5/\$10

## Medical Services

Office visits (\$0 copay for dependents under age 19)  
Routine physicals  
Well child visits and immunizations (up to age 19)  
Diagnostic x-rays  
Laboratory testing  
Chiropractic care  
MRI  
Specialist visits

\$5	\$0 or \$5
\$5	\$0 or \$5
Covered in full	Covered in full
\$10	\$15 or \$10
Covered in full	Covered in full
\$5	\$5
\$10	\$15 or \$10
\$10	\$15 or \$10

## Women's Services

Maternity care (prenatal & post-natal care)

Covered in full after initial copay	Covered in full after initial copay
\$5	\$0 or \$5
\$10	\$15 or \$10
Covered in full	Covered in full

Gynecological office visits  
Mammograms  
Routine pap smears

## Hospital Care

Inpatient stay – semi private room  
Outpatient surgery facility  
Chemotherapy, radiation therapy, inhalation therapy  
Cardiac rehabilitation (24 visits per year)  
Occupational, speech, physical therapy (30 aggregate visits)  
Emergency room visit (waived if admitted to hospital)  
Emergency ambulance (medically necessary)

Covered in Full	Covered in full
\$10	\$15 or \$10
\$10	\$15 or \$10
\$10	\$15 or \$10
\$10	\$15 or \$10
\$50	\$50
\$50	\$50

## Mental Health Care

Inpatient (30 days per member per year)  
Outpatient (20 visits per member per year)

Covered in full 50% for visits 1-20	Covered in full 50% for visits 1-20
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## Substance Abuse Treatment

Inpatient detoxification (30 days detox, 30 days rehab)  
Outpatient (60 visits per member per calendar year)

Covered in full \$10	Covered in full \$10
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## Other Services

Diabetic supplies and equipment  
Durable medical equipment (no limit)  
Home health care (In-network unlimited visits, Out-of-network 365 visits)  
Hospice (210 days)  
Prosthetic devices  
Skilled nursing facility non-custodial (unlimited days)  
Prescription drugs (\$0 copay for generic contraceptive drugs)

\$5	\$0 or \$5
20% copay	20% copay
\$10	\$15 or \$10
Covered in full	Covered in full
20% copay	20% copay
Covered in full	Covered in full
\$5	\$5

## Vision Care

Routine exam for every member (Vision Plus copay reflected)

\$10	\$10
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## Dependent Coverage

Dependent/Student coverage to age

25/25	25/25
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## Out-of-network

Deductible  
Coinsurance  
Out-of-pocket maximum  
Annual maximum  
Lifetime maximum

\$250/\$500	\$250/\$500
20%	20%
\$1,500/\$3,000	\$1,500/\$3,000
None	None
None	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.



# City of Lockport Summary of Benefits

Traditional Blue  
POS 203/203 Plus

POS 203  
Your Copay  
\$10/\$10

POS 203 Plus  
Choose Your Copay  
\$0/\$20 or \$5/\$15

## Medical Services

Office visits (\$0 copay for dependents under age 19)  
Routine physicals  
Well child visits and immunizations (up to age 19)  
Diagnostic x-rays  
Laboratory testing  
Chiropractic care  
MRI  
Specialist visits

\$10  
\$10  
Covered in full  
\$10  
Covered in full  
\$10  
\$10  
\$10

\$0 or \$5  
\$0 or \$5  
Covered in full  
\$20 or \$15  
Covered in full  
\$10  
\$20 or \$15  
\$20 or \$15

## Women's Services

Maternity care (prenatal & post-natal care)

Covered in full after  
initial copay  
\$10  
\$10  
Covered in full

Covered in full after  
initial copay  
\$0 or \$5  
\$20 or \$15  
Covered in full

Gynecological office visits  
Mammograms  
Routine pap smear

## Hospital Care

Inpatient stay - semi private room  
Outpatient surgery facility  
Chemotherapy, radiation therapy, inhalation therapy  
Cardiac rehabilitation (24 visits per year)  
Occupational, speech, physical therapy (30 aggregate visits)  
Emergency room visit (waived if admitted to hospital)  
Emergency ambulance (medically necessary)

Covered in Full  
\$10  
\$10  
\$10  
\$10  
\$50  
\$50

Covered in full  
\$20 or \$15  
\$20 or \$15  
\$20 or \$15  
\$20 or \$15  
\$50  
\$50

## Mental Health Care

Inpatient (30 days per member per year)  
Outpatient (20 visits per member per year)

Covered in full  
50% for visits 1-20

Covered in full  
50% for visits 1-20

## Substance Abuse Treatment

Inpatient detoxification (30 days detox, 30 days rehab)  
Outpatient (60 visits per member per calendar year)

Covered in full  
\$10

Covered in full  
\$10

## Other Services

Diabetic supplies and equipment  
Durable medical equipment (no limit)  
Home health care (In-network unlimited visits, Out-of-network 365 visits)  
Hospice (210 days)  
Prosthetic devices  
Skilled nursing facility non-custodial (unlimited days)  
Prescription drugs (\$0 copay for generic contraceptive drugs)

\$10  
50% copay  
\$10

\$0 or \$5  
50% copay  
\$20 or \$15

## Vision Care

Routine exam for every member (Vision Plus copay reflected)

Covered in full  
Not covered  
Covered in full  
\$7/\$15/\$35

Covered  
Not covered  
Covered in full  
\$7/\$15/\$35

## Dependent Coverage

Dependent/Student coverage to age

25/25

25/25

## Out-of-network

Deductible  
Coinsurance  
Out-of-pocket maximum  
Annual maximum  
Lifetime maximum

\$500/\$1,000  
25%  
\$2,500/\$5,000  
None  
None

\$500/\$1,000  
25%  
\$2,500/\$5,000  
None  
None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.



# City of Lockport

## Summary of Benefits

**Additional Blue  
POS 204/204 Plus**

**POS 204  
Your Copay  
\$15/\$15**

**POS 204 Plus  
Choose Your Copay  
\$10/\$20 or \$15/\$15**

### Medical Services

Office visits (\$0 copay for dependents under age 19)  
Routine physicals  
Well child visits and immunizations (up to age 19)  
Diagnostic x-rays  
Laboratory testing  
Chiropractic care  
MRI  
Specialist visits

\$15	\$10 or \$15
\$15	\$10 or \$15
Covered in full	Covered in full
\$15	\$20 or \$15
Covered in full	Covered in full
\$15	\$15
\$15	\$20 or \$15
\$15	\$20 or \$15

### Women's Services

Maternity care (prenatal & post-natal care)

Covered in full after initial copay	Covered in full after initial copay
\$15	\$10 or \$15
\$15	\$20 or \$15
Covered in full	Covered in full

Gynecological office visits  
Mammograms  
Routine pap smear

### Hospital Care

Inpatient stay - (\$0 copay for maternity admissions)  
Outpatient surgery facility  
Chemotherapy, radiation therapy, inhalation therapy  
Cardiac rehabilitation (24 visits per year)  
Occupational, speech, physical therapy (30 aggregate visits)  
Emergency room visit (waived if admitted to hospital)  
Emergency ambulance (medically necessary)

\$250/\$500	\$250/\$500
\$15	\$20 or \$15
\$15	\$20 or \$15
\$15	\$20 or \$15
\$15	\$20 or \$15
\$50	\$50
\$50	\$50

### Mental Health Care

Inpatient (30 days per member per year)  
Outpatient (20 visits per member per year)

\$250/\$500	\$250/\$500
50% for visits 1-20	50% for visits 1-20

### Substance Abuse Treatment

Inpatient detoxification (30 days detox, 30 days rehab)  
Outpatient (60 visits per member per calendar year)

\$250/\$500	\$250/\$500
\$15	\$15

### Other Services

Diabetic supplies and equipment  
Durable medical equipment (no limit)  
Home health care (In-network unlimited visits, Out-of-network 365 visits)  
Hospice (210 days)  
Prosthetic devices  
Skilled nursing facility non-custodial (unlimited days)  
Prescription drugs (\$0 copay for generic contraceptive drugs)  
- no deductible

\$15	\$10 or \$15
50% copay	50% copay
\$15	\$20 or \$15
Covered in full	Covered
Not covered	Not covered
\$250/\$500	\$250/\$500
\$7/\$15/\$35	\$7/\$15/\$35

### Vision Care

Routine exam for every member (Vision Plus copay reflected)

\$15	\$10
------	------

### Dependent Coverage

Dependent/Student coverage to age

25/25	25/25
-------	-------

### Out-of-network

Deductible  
Insurance  
Out-of-pocket maximum  
Annual maximum  
Lifetime maximum

\$500/\$1,000	\$500/\$1,000
25%	25%
\$2,500/\$5,000	\$2,500/\$5,000
None	None
None	None

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# City of Lockport Summary of Benefits

	In-Network	Out-of-Network
<b>Traditional Blue PPO 812</b>		
<b>Medical Services</b>		
Office visits	\$10	20% after deductible
Routine physicals	\$10	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% after deductible
Diagnostic x-rays	\$10	20% after deductible
Laboratory testing	\$10	20% after deductible
Chiropractic care	\$10	20% after deductible
MRI	\$10	20% after deductible
Specialist visits	\$10	20% after deductible
<b>Women's Services</b>		
Maternity care (prenatal & post-natal care)	Covered in full after \$10 for initial visit	20% after deductible
Gynecological office visits	\$10	20% after deductible
Mammograms	\$10	20% after deductible
Routine pap smears	\$10	20% after deductible
<b>Hospital Care</b>		
Inpatient stay semi private room – OON limited to 365 days	Covered in full	20% after deductible
Outpatient surgery facility	\$10	20% after deductible
Chemotherapy, radiation therapy, inhalation therapy	\$10	20% after deductible
Cardiac rehabilitation (24 visits within 12 weeks of acute episode)	\$10	20% after deductible
Occupational, speech, physical therapy (60 aggregate visits)	\$50	\$50
Emergency room visit (waived if admitted to hospital)	\$50	\$50
Emergency ambulance (medically necessary)	\$50	\$50
<b>Mental Health Care</b>		
Inpatient (30 days per member per calendar year)	Covered in full	20% after deductible
Outpatient (20 visits per member per year)	50%	50% after deductible
<b>Substance Abuse Treatment</b>		
Inpatient detoxification (7 days per calendar year)	Covered in full	20% after deductible
Outpatient (60 visits per member per calendar year)	\$10	20% after deductible
<b>Other Services</b>		
Diabetic supplies and equipment	\$10	20% after deductible
Durable medical equipment	Covered in full	50% after deductible
Home health care – 200 aggregate visits per member per calendar year	\$10	20% after deductible
Hospice (210 days)	20%	20% after deductible
Prosthetic devices	Covered in full	20% after deductible
Skilled nursing facility non-custodial (120 days per calendar year)	\$7/\$15/\$35	Not covered
Prescription drugs (up to a 30 day supply)		Not covered
<b>Vision Care</b>		
Routine vision exam every 2 yrs, under age 14 w/refractive error every yr.	\$10	Not covered
<b>Dependent Coverage</b>		
Dependent/Student coverage to age	25/25	25/25
	<b>In-Network</b>	<b>Out-of-Network</b>
Deductible	None	\$250/\$500
Coinsurance	None	20%
Out-of-pocket maximum	None	\$2,000/\$4,000
Annual maximum	None	None
Lifetime maximum – Combined In & Out of Network per contract		None

This is a summary of covered benefits and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.



# 2009 Traditional Blue Medicare Special PPO 799 Employer Group City of Lockport Retirees



**BlueCross BlueShield**  
of Western New York

A Division of HealthShare New York Inc. An Independent Licensee of the BlueCross BlueShield Association

General Product Information	In Network	Out of Network
Deductible	N/A	
Out-of-Pocket Maximum, In and Out of Network	\$3,000	
<b>Physician and other Health Professional Services</b>		
PCP Office Visit	\$5	\$10
Specialist Office Visit	\$5	\$10
Routine Physical (1 per year)	\$0	\$5
Immunizations	\$0	\$5
Radiation Therapy	\$5	\$10
Podiatry	\$5	\$10
Emergency Room (Waived if admitted to hospital)	\$5	\$5
Ambulance	\$5	\$5
Urgent Care	\$5	\$5
<b>Preventative Services</b>		
Bone Mass Measurement	\$0	\$5
Colorectal Screening Exam	\$0	\$5
Prostate Cancer Screening	\$0	\$5
Mammogram Screening	\$0	\$5
Pap Smear	\$0	\$5
<b>Home Health Care</b>		
Home Health Care	\$0	\$0
<b>Hospital Facility and Skilled Services</b>		
Hospital (Inpatient)	\$0	\$100
Outpatient Surgery Facility	\$5	\$10
Skilled Nursing Facility (100 days per benefit period)	\$0	\$100
Dialysis	\$0	\$10
<b>Laboratory and X-Ray Services</b>		
Laboratory Testing	\$0	\$5
X-Rays	\$5	\$10
Diagnostic Testing Non Lab (ie EKG)	\$5	\$10
MRI/MRA	\$5	\$10

This benefit summary is designed to highlight the benefits of the plan and DOES NOT detail all benefits, limitations and exclusions. It is NOT a contract and may be subject to change.



# 2009 Traditional Blue Medicare Special PPO 799 Employer Group City of Lockport Retirees



**BlueCross BlueShield**  
of Western New York

A Division of HealthShare New York Inc. An Independent Company of the BlueCross BlueShield Association

General Product Information		In Network	Out of Network
Mental Health/Chemical Dependence Services			
Mental Health (Inpatient, 190 day lifetime limit)		\$0	\$100
Mental Health (Outpatient)		\$5	\$10
Mental Health (w/ Psychiatrist)		\$5	\$10
Alcohol Substance Abuse (Inpatient)		\$0	\$100
Alcohol Substance Abuse (Outpatient)		\$5	\$10
Supplies, Equipment, Devices and			
Durable Medical Equipment		\$0	\$5
Prosthetics		\$0	\$5
Diabetic Supplies		\$5	\$10
Diabetic Education & Training		\$5	\$10
Rehabilitation Services			
Physical Therapy		\$5	\$10
Occupational Therapy		\$5	\$10
Speech Therapy		\$5	\$10
Chiropractic Care		\$5	\$10
Cardiac Rehab		\$5	\$10
Vision			
Routine Exam (1 per year)		\$5	\$10
Medical Exam		\$5	\$10
Vision Allowance		\$100	
Discount (Lenses, Frames)	Vision Plus Program		N/A
Hearing			
Routine Exam (1 per year)		\$5	\$10
Dental			
Discount (Cleanings & Other Services)		\$300	
Fitness Program			
fitblue-Must use BlueShield participating providers		\$0	Not Applicable
Prescription Drug (Rx)-Must use participating pharmacies		\$5/5/5/5	
Mail Order Medco By Mail (2 copays per 90 day supply)		\$10/10/10/10	

**For More Information Call 1-800-248-9296**

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**2009 BCBSWNY PPO 799 Specialized OOA  
City of Lockport Retirees 799**



**BlueCross BlueShield**  
of Western New York

A Division of HealthNew New York Inc. An Independent Licensee of the BlueCross BlueShield Association

General Product Information	In Network	Out of Network
Deductible	N/A	
Out-of-Pocket Maximum	\$3,000	
Physician and other Health Professional Services		
PCP Office Visit	\$0	\$0
Specialist Office Visit	\$0	\$0
Routine Physical (1 per year)	\$0	\$0
Immunizations	\$0	\$0
Radiation Therapy	\$0	\$0
Podiatry 3 per year	\$0	\$0
Emergency Room (Waived if admitted to hospital)	\$0	\$0
Ambulance	\$0	\$0
Urgent Care	\$0	\$0
Preventative Services		
Bone Mass Measurement	\$0	\$0
Colorectal Screening Exam (50 yrs. and over)	\$0	\$0
Prostate Cancer Screening (50 yrs. and over)	\$0	\$0
Mammogram Screening	\$0	\$0
Pap Smear	\$0	\$0
Pevlic Exam; additional pelvic exam	\$0	\$0
Home Health Care		
Home Health Care	\$0	\$0
Hospital Facility and Skilled Services		
Hospital	\$0	\$0
Outpatient Surgery Facility	\$0	\$0
Skilled Nursing Facility non-custodial	\$0	\$0
Dialysis	\$0	\$0
Laboratory and X-Ray Services		
Laboratory Testing	\$0	\$0
X-Rays	\$0	\$0
Diagnostic Testing Non Lab (ie EKG)	\$0	\$0
MRI/MRA	\$0	\$0

This benefit summary is designed to highlight the benefits of the plan and DOES NOT detail all benefits, limitations and exclusions. It is NOT a contract and may be subject to change.



**2009 BCBSWNY PPO 799 Specialized OOA  
City of Lockport Retirees 799**



**BlueCross BlueShield**  
of Western New York

A Division of HealthNew New York Inc. An Independent Licensee of the BlueCross BlueShield Association

**Mental Health/Chemical Dependence Services**

Mental Health (Inpatient, 190 Day Lifetime Limit)	\$0	\$0
Mental Health (Outpatient)	\$0	\$0
Mental Health (w/ Psychiatrist)	\$0	\$0
Alcohol Substance Abuse (Inpatient)	\$0	\$0
Alcohol Substance Abuse (Outpatient)	\$0	\$0

**Supplies, Equipment, Devices and Education**

Durable Medical Equipment	\$0	\$0
Prosthetics	\$0	\$0
Diabetic Supplies	\$5	\$5
Diabetic Education & Training	\$0	\$0

**Rehabilitation Services**

Physical Therapy -	\$0	\$0
Occupational Therapy -	\$0	\$0
Speech Therapy -	\$0	\$0
Chiropractic Care	\$0	\$0
Cardiac Rehab	\$0	\$0

**Vision**

Routine Exam - per MCR guidelines	\$0	\$0
Medical Exam	\$0	\$0
Allowance (Lenses, Frames)	\$75 Vision Allowance	

**Hearing**

Routine Exam (1 per year)	\$0	\$0
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**Dental**

Allowance	\$75 Annual Allowance	
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**Prescription Drugs**

Prescription Drug (Rx)-Must use participating pharmacies.	\$1/1/1/1
Retail/Mail Order (2 copays per 90 day supply)	\$2/2/2/2

**For More Information Call 1-800-248-9296**

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