

AGREEMENT

This Agreement, made and entered into this 24th day of January, 2018, by and between the City of Lockport, a political subdivision of the State of New York (hereinafter referred to as the "City"), and the "City of Lockport Department Head Association" (hereinafter referred to as the "Organization") for the period of January 1, 2013 through December 31, 2026.

ARTICLE 1. RECOGNITION

The City of Lockport recognizes the City of Lockport Department Head Association, as the all other terms and conditions of employment for all job titles listed below and made part of exclusive representative for collective negotiations with respect to salaries, wages, hours and this Agreement.

Director of Streets & Parks	City Clerk
Director of Engineering	Personnel Officer (Civil Service)
Chief Building Inspector	City Assessor
Chief Operator – Water Treatment Plant	Director of Public Works
Director of Community Development	Director of Youth and Recreation
Chief Operator – Wastewater Treatment Plant	

- A. All Department Heads employed on a permanent basis, whether full or part-time working at least half time, shall be covered by the terms and conditions of this agreement. Part-time employees shall receive a prorated share of benefits, including health insurance (i.e. 50% of cost, 50% of sick leave hours, 50% of vacation hours, 50% of holiday hours, etc. for an employee working 17.5 per week)
- B. All Department heads employed on a temporary basis shall be exempt from coverage under this Agreement until they have completed six (6) months' continuous duty, at which time they shall commence being covered by the terms and conditions of this Agreement. Said coverage shall not be retroactive.

ARTICLE 2. ORGANIZATION RIGHTS

A. Pledge Against Coercion

The City agrees not to interfere with the rights of Department Heads to become members of the Organization. There will be no discrimination, interference, restraint, or coercion by the City or any City Representative against any Department Head because of his/her Organization membership or because of any Department Head activity in an official capacity on behalf of the Organization or for any other cause.

ARTICLE 3. DEPARTMENT HEAD ORGANIZATION LEAVE

With prior notification, members of the bargaining unit who are elected or appointed officers or officials of the City Of Lockport Department Head Association, shall have the right to leave, without charge to accumulated credits, for the conduct of organization business as deemed necessary, not to exceed ten (10) days per year.

ARTICLE 4. DUES DEDUCTION

The City of Lockport Department Head Association shall have exclusive rights to payroll deduction of dues, Organization sponsored insurance and benefit programs, and any other payroll deduction benefits enjoyed by any of the other four City Bargaining Units, for Department Heads covered by this Agreement. Such dues and premiums shall be remitted to the Organization Treasurer on a payroll period basis. No other organization shall be afforded any payroll deduction privilege with regard to Organization dues or Organization sponsored insurance and benefit programs for employees covered by this Agreement without express written consent and authorization of the Organization.

The City agrees to submit said dues and premiums to the Organization, each payroll period, itemizing the deduction of each Department Head and any other payroll deduction.

The Organization shall indemnify and save the City harmless against any and all claims, demands, suites or 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 5. AGENCY SHOP

The City of Lockport Department Head Association, having been recognized or certified as the exclusive representative of the Department Heads 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 City of Lockport Department Head Association, the amount equivalent to the dues levied by the Organization. Non-members of the Union shall be entitled, upon request, to a refund of the amount of their agency shop fee deductions used by the Union in aid of activities or causes of a political or ideological nature. The Union affirms that it has adopted such a procedure for the refund of the agency shop fee deductions as required by Section 208 of the New York State Civil Service Law. The provision for agency shop fee deduction shall continue in effect as long as the Union maintains such procedure. Agency fee deductions shall be forwarded, bi-weekly, to the Association.

ARTICLE 6. LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee consisting of three (3) Organization Officers and three (3) City Representatives as designated by the Mayor. The configuration of such committee and attendance at any meeting may be subject to change by mutual agreement of the parties.

The Committee shall meet 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, or as soon as is otherwise practicable. The Organization representatives shall suffer no loss of time and pay if the meeting occurs during their work hours, and shall be entitled to no overtime or other compensation if the meeting occurs outside their work hours.

ARTICLE 7. LENGTH OF CONTRACT

The term of the Agreement shall be from January 1, 2012 until and through December 31, 2026. Either party shall have the ability to open negotiations for a successor agreement by notifying the Mayor or President of the Organization. A mutually acceptable meeting date shall be set forth as soon as practicable following such request.

ARTICLE 8. WORK SCHEDULE

The scheduled work-week shall consist of a minimum of thirty-five (35) hours or forty (40) hours, Monday through Friday, for all Department Heads based upon the normal hours of work performed by the employees within Deviation from said schedule shall be permitted only upon written Mayoral approval.

Department Heads and Management employees are not eligible for overtime compensation or compensatory time. All employees covered by this agreement are required to complete time and attendance forms in accordance with City policy.

ARTICLE 9. SICK LEAVE

Absence from duty by an employee of the City of Lockport by reason of the employee's own sickness, disability, or medical/dental appointments or that of their immediate family, shall be allowed as provided in this section. Immediate family shall be defined as employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, son/daughter-in-law, or any other person who is a member of the household. Absence from duty for such reasons, if duly granted by the Mayor, shall be considered and known as "sick leave".

- A. Sick leave shall be credited at the rate of one and one-quarter (1 ¼) days per month. Part-time employees shall earn a pro-rated amount of sick leave. Employees shall be charged sick leave time for actual hours used, in a minimum increment of fifteen (15) minutes. Sick leave credits will be earned when an employee is on full and active pay status for fifty percent (50%) of the working days in the calendar month. Days during which an employee is out on Worker's Compensation, in excess of 20 days in any one month are not considered to be days on full pay status for purposes of earning sick leave. Leave may be utilized once earned.
- B. Department Heads who are absent under the provisions of this section shall notify the Mayor of the absence and whether the absence is anticipated to be of an extended nature and/or will interfere with departmental operations.

- C. After 3 consecutive days of illness or after 12 cumulative days of illness during a 12 month period, a medical certificate may be required. When a pattern of abuse of sick leave is suspected, the Mayor may, upon advance notice, require an employee to provide proof of illness at any other time. The Mayor also may require the employee to be examined, at the City's expense, by a physician designated by the Mayor and/or City Council.
- D. Employees may utilize sick leave during the statutory waiting period while under Workers' Compensation.
- E. Accrual of sick leave shall be unlimited. However, for all employees hired on or after 1/1/2018, the total amount of sick leave that will be considered for credit purposes will be capped at 200 days. For employees hired before 1/1/2018, the total amount of sick leave that will be considered for credit purposes will be capped at 350 days. New hires shall have sick leave accrued time applied up to the maximum credit allowed toward retirement service credit under 41J. The remainder will be bought back by the City at 40%. The City will continue the current practice for members hired prior to 1/1/2018. The Department Heads shall have the option of taking his entire entitlement immediately upon retirement or may elect to receive such entitlement in equal installments over three (3) Years.
- F. Sick Leave Incentive

A Department Head shall earn additional Personal Days for limited use of sick days as follows:

- (1) Zero sick days used in calendar year – 3 sick leave days converted to an additional 3 Personal Days earned
- (2) One or two sick days used in calendar year – 2 sick leave days converted to an additional 2 Personal Days earned
- (3) Three or four sick days used in calendar year – 1 sick leave day converted to an additional 1 Personal Day earned

ARTICLE 10. EMERGENCY POOL

A. Purpose and Intent.

The purpose of this Article is to enable City employees to donate paid benefit time to other employees who are confronted with a personal or family emergency.

B. Donations.

An employee may donate accrued vacation, compensatory, floating holiday, personal, or sick leave hours to an Employee Emergency Pool by completing and signing a "Donation to the Emergency Pool" form available in the Personnel/Civil Service Office.

C. Administration.

The Personnel/Civil Service Office shall keep track of the total hours available in the pool.

D. Oversight Committee.

The Committee to administer the pool shall be composed of:

- One person appointed by CSEA
- Personnel/Civil Service Officer
- One person appointed by AFSCME
- One person appointed by the Mayor
- Assistant City Attorney for Labor
- One Department Head appointed by the Department Head Union
- One City Councilor appointed by the President of the Council
- One person appointed by Fire Fighters
- One person appointed by the Hickory Club
- City Clerk

And shall develop rules for administration of the pool.

E. Use of Pool.

In conformance with the rules, the Personnel Officer is authorized to permit the use of hours in the pool by any current City employee who qualifies and makes a request for such hours based on a personal or family emergency. All decisions by the Personnel Officer shall be final and binding and will not be grievable or arbitrable.

ARTICLE 11. FAMILY MEDICAL LEAVE

An eligible employee shall be granted Family Medical Leave in satisfaction of the Federal Family Medical Leave Act not to exceed a total of twelve work weeks during any twelve month period for the following:

1. Because of the birth of a son or daughter of the employee in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;

An eligible employee shall be allowed to use sick leave for the first ten days and required to use accrued paid vacation or personal leave for any additional time for instances provided under subparagraphs 1 or 2 above. An eligible employee shall be required to use accrued paid vacation leave, personal leave, sick leave or family sick leave for leave provided under paragraph 3 or 4 above for any part of the twelve week period of such leave.

The City shall maintain coverage for health insurance to an employee on leave pursuant to this section for the duration of the twelve week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The City may recover the premium that the City paid for maintaining coverage for

the employee under such group health plan during any period of unpaid leave if the employee fails to return from leave after the twelve week period except if the employee fails to return because of the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under subparagraph 1 or 2 above or, other circumstances beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the family leave act.

ARTICLE 12. HOSPITAL AND MEDICAL CARE COVERAGE

Section 1. Coverage.

The City shall provide group health, hospitalization, major medical insurance, and prescription drug coverage through various self-insured Point of Service plans administered by Blue Cross/Blue Shield of Western New York for all full time and part-time employees covered by this policy and their eligible dependents. Effective January 1, 2019, only the Blue Cross POS 203 Plus or equivalent plan will be provided. All employees hired after January 1, 2017, shall contribute fifteen percent (15%) of the premium equivalent. Part-time Employees shall contribute 50% of the premium equivalent. The City's Health Benefits Program is fully described in the Plan Booklet.

Section 2. Prescription Drug Coverage.

With one exception, the City Health Insurance Plan includes a three (3)-tier formulary plan for prescription drugs. As of January 1, 2019, each employee who participates will contribute \$7.00 co-pay for generic prescriptions, \$15.00 co-pay for formulary (brand name) prescriptions and \$35.00 co-pay for non-formulary prescriptions.

Employees shall be required to fill all prescriptions with the generic brand when available. Should the employee voluntarily elect not to fill with the generic brand, the employee will be responsible for the cost between the generic and the drug selected (name brand or formulary), plus the co-pay for the name brand or formulary. In the event that the employee cannot take a generic drug due to a medical reason determined by the prescribing medical provider, the employee will not be required to pay the difference between the generic drug and the drug selected. The employee will be responsible for the formulary co-pay. Employees will be afforded the opportunity to utilize a generic multi-month maintenance medication program at one (1) co-pay per prescription. Generic maintenance medications can be filled for a three (3) month supply with one co-pay.

Section 3. Administration of Medical and Prescription Plans.

The City is authorized to change the third party administration (TPA) of its Health and Prescription plans from Blue Cross / Blue Shield as long as there is no change in benefits afforded to the employees or retirees. Any proposed change in the (TPA) shall take into account a disruption analysis related to participating providers and shall hold harmless employees that would be disrupted. The City agrees to include representatives of the Union in the proposal evaluation as well as any subsequent implementation of TPA change.

Section 4. Employee contributions / Eligibility.

Employee contributions for the health insurance premium shall be deducted in equal amounts from each bi-weekly paycheck. Coverage for new employees shall commence upon hire. Enrollment in the health insurance plan shall take effect as described herein or during the open enrollment period held during the month of November of each year.

Section 5. Health Reimbursement Account.

The Employer shall provide a I.R.S. Section 105 Health Reimbursement Account plan for employee contributions toward Health, Dental, Vision and other authorized and applicable health care related costs, and authorized and eligible day care expenses. The plan is administered by a Third Party Administrator of the City's choice and conforms to I.R.S. regulations. Effective beginning with the 2018 Health Insurance open enrollment period, the parties agree that the City of Lockport will contribute \$250.00 for a single plan and \$500.00 for a family plan per year per for current employees. HRA will be paid on or before April 1 in each plan year. The City will not contribute to an employee's HRA account for any employee hired after January 1, 2017.

Section 6. Health Insurance Coverage upon Retirement.

Employees shall be eligible to continue health coverage for themselves and any eligible dependents in retirement in accordance with the following, provided they have met the following requirements:

- a. completion of a minimum of ten years (10) of service, the last five (5) of which continuous with the City of Lockport during which the employee was eligible to receive Health Insurance; and
- b. are employed by the City of Lockport at the time of retirement; and
- c. are enrolled in the health plan at the time of retirement; and
- d. provide the Employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System or provides proof of permanent disability by the Social Security Administration or NYS Retirement System.
- e. be at least 55 years old;

Employees hired prior to 1/1/2017 - No cost to employee

Employees hired on or after 1/1/2017-

Employees shall be required to contribute a percentage of the applicable premium equivalent toward their health insurance in retirement as follows:

Years of Service	Employee	City
10 years service but less than 15 years	50%	50%
15 years service but less than 20 years	30%	70%
20 years service but less than 25 years	20%	80%
25 years or more	10%	90%

Section 7. Medicare Part B.

Upon qualification for Medicare Part B, all retirees, the eligible spouse or eligible dependent must enroll and provide the Medicare Part B required information to the Payroll Office in order to receive Medicare Supplemental Coverage through a 799 PPO plan. Any employee hired after May 1, 2012 shall be responsible for all Medicare Part B premiums, co-payments and deductibles

Section 8. Surviving Dependents.

The surviving spouse or eligible dependent of any employee retiree may continue to participate in the City's Health Plan upon payment of 100% of the applicable monthly premium equivalent.

Section 9. In Lieu of.

A Department Head who does not avail themselves of the coverage provided herein shall receive the sum of \$2,000.00 annually by his or her non-participation, said sum to be paid on December 1 of the year for which the coverage was not received up until Medicare Eligibility. Department Heads hired on or after January 1, 2018 shall not receive an in-lieu-of payment in retirement.

ARTICLE 13. RETIREMENT PLAN

Department Heads are eligible for Retirement plan 75i with Section 41-j (RSSL).

ARTICLE 14. HOLIDAYS

A. Designated holidays shall be as follows:

New Year's Day	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

An annual holiday calendar will be issued by the Payroll Office designating when holidays will be observed. Upon adoption by CSEA, Martin Luther King's Day and Presidents' Day shall replace Lincoln's and Washington's Birthday.

ARTICLE 15. VACATIONS

- A. Annual Leave will be earned and credited monthly. New employees must start on or before the 15th of a month to receive annual leave credit for that month. Annual leave will be credited as follows and can be used when earned in a minimum of half day increments. The City agrees to continue the current practice of crediting vacation in January for calendar year 2018. Beginning January 1, 2019, the City will credit the vacation earned by each employee during the preceding calendar year based upon their anniversary date of hire and then credited as follows or in instances of transfer from another bargaining unit, at the rate earned at the time of transfer.

Years of Credit	Days of Vacation Accrued Monthly	Maximum Days Earned Annually
At Least		
1 month – 5 years	0.8333	10
6 years – 10 years	1.25	15
11 years – 15 years	1.4167	17
16 years – 20 years	1.6667	20
21 years – 25 years	1.8333	22
26 years – 30 years	2.0833	25
30+ (for employees hired prior to 1/1/2017)	2.5	30

- B. The Mayor and City Council, at their discretion, may grant a new Department Head up to 10 days annual leave upon their hiring as an enticement to candidates to transition from prior employment and/or relocate into the City.
- C. Employees may carry a maximum balance of 25 days of accumulated annual leave credit on their anniversary date but can continue to accrue over the 25 days during any one year.
- D. Upon the termination of an employee, either by resignation or retirement or death, and when at least two weeks notice is given by such employee of their intended separation, any unused annual leave credits are to be compensated at the employee's regular rate of pay. Employees will receive a lump sum payment during the last payroll period for accumulated annual leave credits.
- E. Department Heads shall notify the Mayor, in writing, of their intent to use consecutive days of annual leave, at least one (1) week in advance of the intended leave date, unless or except in special circumstances. Department Heads shall notify the Mayor requesting the use of leave. In no event shall a Department Head and second in command take their annual leave at the same time unless approved by the Mayor.
- F. When a Department Head earns a minimum of fifteen vacation days in a year, the Department Head 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 Department Head gives notice of such election, in writing no later than September 1st of the preceding year.

ARTICLE 16. PERSONAL DAYS

Each Department Head shall be given three (3) personal days per calendar year on January 1st. Days shall not accumulate from year to year.

During the first year of hire, personal time shall be prorated as follows:

Date of Hire	Time Earned (40 Hours/Week)	Time Earned (35 Hours/Week)
1/01 - 4/30	24 hours	21 hours
5/1 - 8/31	16 hours	14 hours
9/1 - 12/31	8 hours	7 hours

ARTICLE 17. BEREAVEMENT LEAVE

- A. In the event of the death of an employee's parent (including stepparents and foster parents), spouse, child (including in-law, stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, and any other person who is a member of the household (the Mayor may request written documentation from the employee to verify residency of other household members), the employee shall be excused from work, if the employee was scheduled to work, with pay at his/her request, for up to four (4) days. One (1) day of the four (4) may be retained for later interment.
- B. In the event of the death of any relative not outlined in Section A of this Article, the employee shall be excused from work at his/her request for a maximum of three (3) days to attend the funeral utilizing accrued personal leave, vacation leave, or floating holiday.
- C. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

ARTICLE 18. JURY DUTY LEAVE

Paid time off will be given to Department Heads who are called for Jury Duty. Fees received for Juror Duty shall be remanded to the City (except for mileage reimbursement.)

Proof of Jury summons must be submitted to the Mayor.

No Department head will be given time off for private legal matters unless the Department Head has sufficient accruals to cover the period in question.

ARTICLE 19. LEAVES OF ABSENCE

Leave of Absence shall be granted as follows:

A. Leaves of Absence with Pay:

Leaves of absence with pay shall be granted where required by law.

B. Leave of Absence without Pay:

- (1) Such Department Head may apply to the Mayor for unpaid leaves of absence not to exceed one (1) year; such leaves shall be at the discretion of the Mayor, which discretion shall not be unreasonably withheld. A leave of absence shall not be granted to accept other employment.
- (2) Department Heads on unpaid leave-of-absence shall not be afforded any employee benefits. Such Department Heads may opt to continue medical insurance coverage at their own expense, unless such leave is taken in accordance with the Family and Medical Leave Act, under which such medical benefits as qualify under said Act shall apply for that portion of leave taken in accordance with the Family and Medical Leave Act. In addition, all accrued benefits and seniority shall be "frozen" and on the Department Head's return to work, or termination from employment with the City.

C. Leave for Civil Service Exams.

A Department Head shall be given time off with pay where it is required that they take a Civil Service exam as a requirement to keep their job.

ARTICLE 20. TRAVEL POLICY

A Department Head required to use their own vehicle for City business, shall be reimbursed at the rate set by the Common Council, as set forth in the City's travel policy, which shall be adhered to in all aspects.

ARTICLE 21. PERSONNEL FILE

- A. For the purpose of this Article, there shall be one official Personnel History Folder maintained for a Department Head in the Civil Service Office.
- B. The Personnel History Folder shall contain copies of all personnel transactions and official correspondence with the Department Head.
- C. Department Heads shall be subject to an annual evaluation by the Mayor. A copy of that document related to the Department Head's work performance placed in a Department Head's Personnel History Folder shall be sent to the Department Head at the time of such placement.
- D. A Department Head shall have the opportunity to review his or her Personnel History Folder in the presence of an appropriate official of the City, and, at their option, their

Organization Representative upon three (3) working days notice; provided however, that where the Department Head's Personnel History Folder is kept at a location other than the Department Head's place of work, five (5) working days notice shall be required, and to place in such file a response of reasonable length to anything contained therein which such Department Head deems to be adverse, provided, however, a Department Head may not review letters of reference obtained in connection with his or her initial and subsequent employment.

ARTICLE 22. GRIEVANCE PROCEDURE

A. Intent

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

Organization representatives, limited to no more than two officers 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 Agreement, and/or condition of employment.

C. Grievant Defined

The Grievant is any Department Head within the bargaining unit on behalf of himself or herself and/or others similarly situated, or the Organization, who 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 or omission actually occurred or when the Department Head or Organization became aware of the act or omission, a written grievance shall be submitted by the grievant to the Mayor, or in their absence, to the President of the Common Council or Acting Mayor. The Mayor, or designated representative, shall be allowed up to fifteen (15) calendar days to respond in writing.

Step 2: In the event a grievance remains unresolved after Step 1, the Organization, within fifteen (15) days of receipt of the denial of the grievance, shall have the right to request a determination by the Personnel Committee. The Personnel Committee shall render a recommendation to the Mayor within fifteen (15) days of the receipt of the grievance, and the final decision on said Step 2 grievance shall be

that of the Mayor's. Should the City fail to respond to either Step One or Step Two within the defined time period, said grievance shall be deemed denied. All answers to grievance Step One and Step Two shall contain reasons for denial.

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.

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 the same shall be borne by such party and a copy of the transcript provided at no cost to the other party.

E. Extension of Time

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

ARTICLE 23. REDUCTION IN FORCE

If there is a reduction in force or elimination of a Department or Department Head position, the Department Head, who is eligible to retire and actually retires, will be afforded health insurance in retirement as outlined in Article 12.

ARTICLE 24. SAFETY

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

ARTICLE 25. EQUAL OPPORTUNITY

The City of Lockport and the City of Lockport Department Head Association realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the City and the Organization to assure an equal opportunity in employment regardless of race, color, religion, sex, age, sexual orientation or national origin.

ARTICLE 26. LONGEVITY

Employees, with the exception of elected officials, who have been continuously employed with the City on a full-time basis or part-time employees regularly scheduled to work equal to or greater than one-half (1/2) the standard work week for the position, shall receive a non-cumulative annual

longevity incentive upon completion of continuous City service in accordance with the schedule listed below. (effective 1-1-2018)

	<u>Full Time</u>	<u>Part-Time</u>
Completion of 10 th Year	\$ 750	\$ 375
Completion of 15th Year	\$ 1,000	\$ 500
Completion of 20th Year	\$ 1,250	\$ 625
Completion of 25th Year	\$ 1,500	\$ 750
Completion of 30th Year	\$ 2,000	\$1,000

Employees hired prior to 1/1/2017 shall be held harmless.

For the purposes of this program, continuous service shall be defined as no break in employment that exceeds one (1) year unless said break in service is the result of personal illness, accident, military service or layoff.

Employees who are less than full time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours. Employees who move from less than half-time to half-time or more will receive service credit for longevity purposes from the initial part time date of hire as long as the service is continuous.

If an employee has been on full pay status for less than eleven (11) working days of the calendar month, longevity will not be credited for that calendar month.

Longevity payments shall be made by the City in one lump sum payment in a separate paycheck to the employee in the payroll period after the employee's anniversary date.

Only regularly scheduled employees who are on the City payroll at the time of longevity payment will be entitled to the longevity benefit.

ARTICLE 27. CLOTHING ALLOWANCE

Clothing identifying employees as City employees shall be provided by the City, as necessary and when appropriate. Employees required to wear safety footwear shall be reimbursed annually for the cost of that footwear up to \$150 upon presentation of a valid receipt.

ARTICLE 28. MISCELLANEOUS

Any City employee promoted to the position of Department Head shall have for the purposes of determining hiring date, his/her original date of hire as long as there is no break in service.

ARTICLE 29. DISCIPLINE

All employees shall be subject to discipline pursuant to Section 75 of the Civil Service Law.

ARTICLE 30. WORK RULES

The City reserves the right to establish and enforce binding rules and regulations in connection with the operation of all City Departments, and disciplinary procedures applicable to

Department Heads similar to AFSCME or CSEA, provided such rules and regulations do not conflict with the provisions of this agreement.

ARTICLE 31. SALARY SCHEDULE

Section 1. Grade and Step Plan

In lieu of wage increases in years 2013-2018 the parties agree to a 6-Step Plan for the duration of the Agreement as set forth in Appendix A of this Agreement. A new grading of positions shall be established pursuant to Appendix B. In addition to the new placement, employees shall receive a one-time lump sum payment of \$500 (\$250 for part-time) paid on or before March 1, 2018. A member must be employed by the City at the time of payment of the lump sum payments in order to receive said payment.

Section 2. Annual Wage Adjustment

The base wage listed in the step plan shall be adjusted annually on January 1 as follows:

2019	2.0%
2020	1.5%
2021	2.0%
2022	1.5%
2023	2.0%
2024	1.5%
2025	2.0%
2026	1.5%

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

SEAL

CITY OF LOCKPORT

By: Anne E. McCaffrey
Anne E. McCaffrey, Mayor

Date: 2/1/18

CITY OF LOCKPORT DEPARTMENT HEAD ASSOCIATION

By: [Signature]

Date: 1/25/18

2018		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Hire	Complete 2	Complete 4	Complete 6	Complete 8	Complete 10	
1	\$52,250	\$54,863	\$57,606	\$60,486	\$63,510	\$66,686	
2	\$54,000	\$56,700	\$59,535	\$62,512	\$65,637	\$68,919	
3	\$55,890	\$58,685	\$61,619	\$64,700	\$67,935	\$71,331	
4	\$58,000	\$60,900	\$63,945	\$67,142	\$70,499	\$74,024	
5	\$63,000	\$66,150	\$69,458	\$72,930	\$76,577	\$80,406	
6	\$66,500	\$69,825	\$73,316	\$76,982	\$80,831	\$84,873	
7	\$70,000	\$73,500	\$77,175	\$81,034	\$85,085	\$89,340	
8	\$75,000	\$78,750	\$82,688	\$86,822	\$91,163	\$95,721	
9	\$85,000	\$89,250	\$93,713	\$98,398	\$103,318	\$108,484	
10	\$91,600	\$96,180	\$100,989	\$106,038	\$111,340	\$116,907	
11	\$95,000	\$99,750	\$104,738	\$109,974	\$115,473	\$121,247	

2019		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Hire	Complete 2	Complete 4	Complete 6	Complete 8	Complete 10	
1	\$53,295	\$55,960	\$58,758	\$61,696	\$64,780	\$68,019	
2	\$55,080	\$57,834	\$60,726	\$63,762	\$66,950	\$70,298	
3	\$57,008	\$59,858	\$62,851	\$65,994	\$69,293	\$72,758	
4	\$59,160	\$62,118	\$65,224	\$68,485	\$71,909	\$75,505	
5	\$64,260	\$67,473	\$70,847	\$74,389	\$78,108	\$82,014	
6	\$67,830	\$71,222	\$74,783	\$78,522	\$82,448	\$86,570	
7	\$71,400	\$74,970	\$78,719	\$82,654	\$86,787	\$91,127	
8	\$76,500	\$80,325	\$84,341	\$88,558	\$92,986	\$97,636	
9	\$86,700	\$91,035	\$95,587	\$100,366	\$105,384	\$110,654	
10	\$93,432	\$98,104	\$103,009	\$108,159	\$113,567	\$119,246	
11	\$96,900	\$101,745	\$106,832	\$112,174	\$117,783	\$123,672	

2020		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Hire	Complete 2	Complete 4	Complete 6	Complete 8	Complete 10	
1	\$54,094	\$56,799	\$59,639	\$62,621	\$65,752	\$69,040	
2	\$55,906	\$58,702	\$61,637	\$64,718	\$67,954	\$71,352	
3	\$57,863	\$60,756	\$63,794	\$66,984	\$70,333	\$73,849	
4	\$60,047	\$63,050	\$66,202	\$69,512	\$72,988	\$76,637	
5	\$65,224	\$68,485	\$71,909	\$75,505	\$79,280	\$83,244	
6	\$68,847	\$72,290	\$75,904	\$79,700	\$83,685	\$87,869	
7	\$72,471	\$76,095	\$79,899	\$83,894	\$88,089	\$92,493	
8	\$77,648	\$81,530	\$85,606	\$89,887	\$94,381	\$99,100	
9	\$88,001	\$92,401	\$97,021	\$101,872	\$106,965	\$112,313	
10	\$94,833	\$99,575	\$104,554	\$109,782	\$115,271	\$121,034	
11	\$98,354	\$103,271	\$108,435	\$113,856	\$119,549	\$125,527	

2021		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Hire	Complete 2	Complete 4	Complete 6	Complete 8	Complete 10	
1	\$55,176	\$57,935	\$60,832	\$63,873	\$67,067	\$70,421	
2	\$57,024	\$59,876	\$62,869	\$66,013	\$69,313	\$72,779	
3	\$59,020	\$61,971	\$65,070	\$68,323	\$71,739	\$75,326	
4	\$61,248	\$64,311	\$67,526	\$70,903	\$74,448	\$78,170	
5	\$66,528	\$69,855	\$73,348	\$77,015	\$80,866	\$84,909	
6	\$70,224	\$73,736	\$77,422	\$81,294	\$85,358	\$89,626	
7	\$73,920	\$77,616	\$81,497	\$85,572	\$89,851	\$94,343	
8	\$79,200	\$83,160	\$87,318	\$91,684	\$96,269	\$101,082	
9	\$89,761	\$94,249	\$98,961	\$103,909	\$109,104	\$114,560	
10	\$96,730	\$101,567	\$106,645	\$111,977	\$117,576	\$123,455	
11	\$100,321	\$105,337	\$110,603	\$116,134	\$121,940	\$128,037	

2022		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Hire	Complete 2	Complete 4	Complete 6	Complete 8	Complete 10	
1	\$56,004	\$58,804	\$61,744	\$64,832	\$68,073	\$71,477	
2	\$57,880	\$60,774	\$63,812	\$67,003	\$70,353	\$73,871	
3	\$59,905	\$62,901	\$66,046	\$69,348	\$72,815	\$76,456	
4	\$62,167	\$65,275	\$68,539	\$71,966	\$75,564	\$79,343	
5	\$67,526	\$70,903	\$74,448	\$78,170	\$82,079	\$86,183	
6	\$71,278	\$74,842	\$78,584	\$82,513	\$86,639	\$90,970	
7	\$75,029	\$78,781	\$82,720	\$86,856	\$91,198	\$95,758	
8	\$80,388	\$84,408	\$88,628	\$93,060	\$97,713	\$102,598	
9	\$91,107	\$95,662	\$100,445	\$105,468	\$110,741	\$116,278	
10	\$98,181	\$103,090	\$108,245	\$113,657	\$119,340	\$125,307	
11	\$101,825	\$106,917	\$112,262	\$117,876	\$123,769	\$129,958	

2023		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Hire	Complete 2	Complete 4	Complete 6	Complete 8	Complete 10	
1	\$57,124	\$59,980	\$62,979	\$66,128	\$69,435	\$72,906	
2	\$59,037	\$61,989	\$65,089	\$68,343	\$71,760	\$75,348	
3	\$61,104	\$64,159	\$67,367	\$70,735	\$74,272	\$77,985	
4	\$63,410	\$66,581	\$69,910	\$73,405	\$77,076	\$80,930	
5	\$68,877	\$72,321	\$75,937	\$79,734	\$83,720	\$87,906	
6	\$72,703	\$76,338	\$80,155	\$84,163	\$88,371	\$92,790	
7	\$76,530	\$80,356	\$84,374	\$88,593	\$93,022	\$97,674	
8	\$81,996	\$86,096	\$90,401	\$94,921	\$99,667	\$104,650	
9	\$92,929	\$97,576	\$102,454	\$107,577	\$112,956	\$118,604	
10	\$100,145	\$105,152	\$110,410	\$115,930	\$121,727	\$127,813	
11	\$103,862	\$109,055	\$114,508	\$120,233	\$126,245	\$132,557	

2024		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Hire	Complete 2	Complete 4	Complete 6	Complete 8	Complete 10	
1	\$57,981	\$60,880	\$63,924	\$67,120	\$70,476	\$74,000	
2	\$59,923	\$62,919	\$66,065	\$69,368	\$72,837	\$76,478	
3	\$62,020	\$65,121	\$68,377	\$71,796	\$75,386	\$79,155	
4	\$64,362	\$67,580	\$70,959	\$74,507	\$78,232	\$82,143	
5	\$69,910	\$73,405	\$77,076	\$80,930	\$84,976	\$89,225	
6	\$73,794	\$77,484	\$81,358	\$85,426	\$89,697	\$94,182	
7	\$77,678	\$81,562	\$85,640	\$89,922	\$94,418	\$99,139	
8	\$83,226	\$87,387	\$91,757	\$96,345	\$101,162	\$106,220	
9	\$94,323	\$99,039	\$103,991	\$109,191	\$114,650	\$120,383	
10	\$101,647	\$106,729	\$112,066	\$117,669	\$123,552	\$129,730	
11	\$105,420	\$110,691	\$116,225	\$122,037	\$128,138	\$134,545	

2025		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Hire	Complete 2	Complete 4	Complete 6	Complete 8	Complete 10	
1	\$59,141	\$62,098	\$65,202	\$68,463	\$71,886	\$75,480	
2	\$61,121	\$64,177	\$67,386	\$70,756	\$74,293	\$78,008	
3	\$63,261	\$66,424	\$69,745	\$73,232	\$76,894	\$80,738	
4	\$65,649	\$68,931	\$72,378	\$75,997	\$79,797	\$83,786	
5	\$71,308	\$74,874	\$78,617	\$82,548	\$86,676	\$91,009	
6	\$75,270	\$79,033	\$82,985	\$87,134	\$91,491	\$96,065	
7	\$79,231	\$83,193	\$87,353	\$91,720	\$96,306	\$101,121	
8	\$84,891	\$89,135	\$93,592	\$98,272	\$103,185	\$108,344	
9	\$96,209	\$101,020	\$106,071	\$111,374	\$116,943	\$122,790	
10	\$103,680	\$108,864	\$114,307	\$120,022	\$126,023	\$132,325	
11	\$107,528	\$112,905	\$118,550	\$124,477	\$130,701	\$137,236	

2026		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade	Hire	Complete 2	Complete 4	Complete 6	Complete 8	Complete 10	
1	\$60,028	\$63,029	\$66,180	\$69,489	\$72,964	\$76,612	
2	\$62,038	\$65,140	\$68,397	\$71,817	\$75,408	\$79,178	
3	\$64,209	\$67,420	\$70,791	\$74,330	\$78,047	\$81,949	
4	\$66,634	\$69,965	\$73,463	\$77,137	\$80,993	\$85,043	
5	\$72,378	\$75,997	\$79,797	\$83,786	\$87,976	\$92,374	
6	\$76,399	\$80,219	\$84,230	\$88,441	\$92,863	\$97,506	
7	\$80,420	\$84,441	\$88,663	\$93,096	\$97,751	\$102,638	
8	\$86,164	\$90,472	\$94,996	\$99,746	\$104,733	\$109,970	
9	\$97,653	\$102,535	\$107,662	\$113,045	\$118,697	\$124,632	
10	\$105,235	\$110,497	\$116,022	\$121,823	\$127,914	\$134,310	
11	\$109,141	\$114,598	\$120,328	\$126,345	\$132,662	\$139,295	

Grade Plan - Department Heads

Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
City Clerk Personnel / Civil Service Officer	City Assessor		Chief Building Inspector	Director of Community Development
Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Director of Streets and Parks		City Engineer Chief Water Treatment Plant Operator Chief Wastewater Treatment Plant Operator	Director of Public Works	
Grade 11				