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# AGREEMENT

BETWEEN

**THE CITY OF ITHACA**

AND

**THE CITY EXECUTIVE ASSOCIATION**

**January 1, 1998 - December 31, 1999**

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AGREEMENT BETWEEN  
THE CITY OF ITHACA  
AND  
THE CITY EXECUTIVE ASSOCIATION

**January 1, 1998 - December 31, 1999**

THIS AGREEMENT, made and entered into at Ithaca, New York, by and between the City of Ithaca, a municipal corporation, as municipal employer, hereinafter referred to as "City", and the City Executive Association, as representatives of employees of the Executive level of the City of Ithaca, and hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment; and

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters respecting thereto; and

WHEREAS, it is intended that the following Agreement shall be an implementation of the provisions of Article 14 of the New York State Civil Service Law consistent with that Legislative authority which devolves upon the City of Ithaca, statutes of, insofar as applicable, the rules and regulations relating to or promulgated by the Common Council of the City of Ithaca, and uniformity of compensation provided for under the direction of the Common Council; and

WHEREAS, it is intended by the provisions of the Agreement that there is no abrogation of the duties, obligations, or responsibilities of any agency or department of city government which is now expressly provided for respectively by: State Statutes, Charter Ordinances, Ordinance of the City of Ithaca except as expressly limited herein.

**PART I**

- A. Consideration. The consideration for the execution of this binding Agreement is the covenants mutually expressed herein and arrived at by the parties hereto.
- B. Conditions and Duration of Agreement. This Agreement shall remain in full force and effect commencing on the first (1st) day of January, nineteen hundred and ninety-eight (1998) and terminating on the thirty-first (31st) day of December, nineteen hundred and ninety-nine(1999).

In accordance with this provision and the intent of the parties, the Employee Negotiating Committee, as soon as possible, agrees to recommend the financial terms of this Agreement to the Common Council of the City of Ithaca.

- C. Negotiations. Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Article 14 of the New York State Civil Service Law, as such party may determine. No consent from either party shall be required in order to name such negotiators or negotiator.

D. Timetable. Conferences and negotiations shall be carried on by the parties hereto in 1999 as follows:

Step 1. Submission of the Association's demands to the City of Ithaca by July 1, 1999.

Step 2. Submission of the City's answer by end of July 1999.

Step 3. Negotiations to begin as soon as possible by both parties.

Adherence to such timetable shall be effectuated as to its chronological order as closely as may be practical under the circumstances which attend at the time such negotiations are undertaken.

## PART II

A. Recognition. The City recognizes the Association as the sole negotiating agent and representative for and on behalf of those employees appointed to those titles listed on the attached Compensation Plan. The Association recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consonant with its obligations to the employees it represents.

B. Management Rights.

1. The Association recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The rights retained by the City shall include, but are not limited to, the right to direct employees, to hire, promote, transfer, and discipline subject to law and this Agreement. The City also retains the right to re-evaluate job descriptions and to make appropriate changes in the duties and compensation of positions so re-evaluated during the term of this Agreement.
2. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

C. Grievance Procedure.<sup>1</sup>

1. In accordance with the cooperative spirit with which this Agreement is made between the Association and the City, is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. Should an employee feel that his/her rights or privileges under this Agreement have been violated, he/she shall consult with his/her Association representative. The aggrieved employee and his/her Association representative shall, within five (5) working days of the time that the grievant or Association should have reasonably known of the occurrence, present the facts to the employee's Department Head. A copy of the grievance shall be provided to the Personnel Administrator or equivalent. Within five (5) working days thereafter the Department Head shall submit his/her answer to the Association representative and the aggrieved employee. A copy of the Department Head's answer shall be provided to the Personnel Administrator or equivalent.
2. Should the Association decide that the reply of the Department Head is unsatisfactory, the Association shall, within five (5) working days, submit the facts of the grievance in writing, to the Budget and Administration Committee of the Common Council. A copy of the appeal shall be provided to the

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<sup>1</sup>The timelines in the grievance procedure were changed from 5 days to 5 *working* days in the 1998-1999 Contract.

Personnel Administrator or equivalent. The Grievance Hearing may be conducted by one (1) member of the Budget and Administration Committee, but the final report must be supported by a majority of the Committee members. If either party is dissatisfied with the decision of the Committee, the unsettled issue may be referred by either party to be resolved through arbitration. Written notice for arbitration shall be served on the Personnel Administrator or equivalent within ten (10) working days of the Budget and Administration Committee decision.

3. Arbitration. Any dispute or grievance arising out of or relating to this Agreement may be submitted to arbitration by a committee of three (3), chosen: one (1) by the Association, one (1) by the appropriate committee or board, and the third by the other two. The City and the Association agree that the recommendations of the arbitration panel shall be final and binding.

### PART III

A. Compensation. All employees in this Unit shall receive the following increases in their salaries:

1. (A) Effective January 1, 1998, each employee shall receive a two and one-half percent (2.5%) increase on his/her 1997 base salary.  
(B) Effective January 1, 1999, each employee shall receive a two and one-half percent (2.5%) increase on his/her 1998 base salary.

2. The minimum hiring salaries for positions in this bargaining unit shall be as indicated in the attached Executive Association Compensation Plan.

3. In the year of retirement, an employee may elect to receive the cash equivalent of his/her annual salary increase either in a lump sum payment at the time of retirement or paid in weekly installments from January 1st to the date of retirement.

To qualify for this retirement incentive, the employee must submit a written letter of commitment specifying his/her intent and the date of retirement to the Personnel Department, no later than December 1st of the year preceding retirement.

4. The City retains the right to hire or promote at any step of the pay plan, however, an employee promoted within this pay plan or to this pay plan must receive at least an increase of four percent (4%) above the employee's City base salary.

5. Employees have the right to make a formal request of the Personnel Administrator or equivalent to have their salaries reviewed for a salary increase. The Personnel Administrator or equivalent, after making a study, shall present the results of such study to the Budget and Administration Committee of the Common Council. The Budget and Administration Committee shall not be bound by the recommendations of the Personnel Administrator or equivalent but is required to make a determination in a timely fashion. The decision of the Budget and Administration Committee shall be transmitted to the employee in writing by the Personnel Administrator or equivalent.

6. The City recognizes the need to provide a certain degree of flexibility in the work schedules of managerial employees, to accommodate for work performed during non-traditional work hours.

B. Mileage Reimbursement. Employees who are required to use their personal automotive vehicle in the conduct of official business shall be reimbursed at the prevailing IRS rate.

C. Retirement.

The City shall provide membership in the New York State Employees' Retirement System with benefits as described in the "Improved Non-Contributory Plan" (Section 75-I) except for members of the uniform services who shall receive retirement benefits under provisions of the Fire and Police Retirement System and those members hired after July 1, 1976, will be enrolled in the Tier III and IV Plan.

D. Annual Leave.

Employees shall earn annual leave on a monthly basis in accordance with the following schedule:

<u>Length of Service</u>	<u>40 hours/week</u>	<u>35 hours/week</u>
up to 2 years	10 hr/month	9 hr/month
2 - 7 years	13.5 hr/month	12 hr/month
7 - 20 years	17 hr/month	15 hr/month
20 or more years	20 hr/month	18 hr/month

Annual Leave shall be posted on the first day of each month, beginning with the first day of the month following the month of hire. (Example: an employee hired at anytime during the month of May would receive an annual leave posting on June 1).

After a new employee has completed six (6) months of employment with the City the employee may begin to use accumulated annual leave. The use of annual leave shall require prior approval of the supervisor; provided, however, that such approval shall not be unreasonably withheld, particularly for emergency situations.

Annual leave may be accumulated up to a maximum of forty (40) days; provided, however, that no more than thirty (30) days of accumulated annual leave shall be paid on separation from service. Annual leave in excess of this amount may be applied toward the purchase of health and dental insurance upon retirement.

An employee may elect to cash in up to ten (10) days of unused annual leave in December of any calendar year.

E. Health Insurance.

The City agrees to pay one hundred percent (100%) of the cost of the health insurance and dental insurance programs.

The existing health insurance coverage shall not be diminished without mutual agreement.

F. Holidays.<sup>2</sup> Holiday leave shall be as follows:

January 1st	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving
Memorial Day	Christmas
Independence Day	

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<sup>2</sup> In the 1994-1996 contract, two floating holidays were added to the previous vacation day allowance to derive the formula for annual leave.

Whenever any of these holidays falls on a Saturday, the preceding Friday shall be considered the holiday. If on Sunday, the following Monday shall be considered the holiday.

G. Sick Leave.

1. Sick leave accumulated at the rate of one (1) day per month shall be granted with administration as detailed in City Charter Section C-109. A, B and C. Sick leave shall be posted on the first day of the month following the month in which an employee is hired. There shall be unlimited accumulation of sick leave.
2. Upon an employee's retirement, the employee shall be compensated for unused sick leave as follows:
  - a. The employee may elect to receive a cash settlement for unused sick leave not to exceed \$10,000.

The employee may elect to have the above cash settlement paid weekly as regular salary during his/her last six (6) months of employment; provided, however, that no such settlement shall be paid until after the employee has submitted a letter of commitment which specifies the date of retirement.

If the employee elects to receive the above cash settlement and has accumulated leave credits in excess of the above amount, the remaining sick leave, computed at the employee's current rate of pay, may be applied toward the payment of extended health and/or dental insurance coverage until exhausted.
  - b. The employee may elect to waive the cash settlement described in (a) above, and apply all of his/her accumulated sick leave toward extended health and/or dental insurance coverage. If the cash settlement is waived, extended health and dental insurance coverage shall be provided at a rate of one (1) month of insurance for each twelve (12) hours of accumulated sick leave.
3. In the event of an employee's death prior to his/her retirement, or if retired, prior to the exhaustion of remaining accumulated funds, such monies due the employee shall be applied toward the purchase of health insurance for his/her surviving dependents, if any, including his/her domestic partner<sup>3</sup>, if any, to the extent permitted and accordance with tax laws at the time.
4. Upon the exhaustion of the above credits in (2) and (3) above, the City will no longer extend health insurance coverage to retirees and dependents except by direct full payment to the City by the retiree at the appropriate rate available as determined by the City.

H. Past Practices.

The City shall not seek to diminish or impair any benefit or privilege related to wages, hours or working conditions provided by law, rule or regulation without prior negotiation, where applicable, with the Union.

In order for a custom or practice to obtain the status of a contractual benefit, the practice must be: 1) unequivocal, that is clear and unambiguous; 2) not at variance with any written provision of this contract; 3) well established, long standing and uniformly applied by senior management; 4) readily ascertainable over a

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<sup>3</sup> Added in the 1998-1999 Contract.



reasonable period of time; 5) mutually known to and agreed upon by the Association and the management. All memoranda of understanding which predate this Agreement regarding conditions affected by the Agreement, unless specifically incorporated into this Agreement, shall henceforth be null and void.

I. Bereavement Leave.

1. In the event of death in the immediate family of the employee or family of the employee's spouse or domestic partner, such employee shall be allowed a leave of absence with pay to a maximum of three (3) days. This leave of absence must be approved by the Department Head. The Department Head may grant additional time as needed. Time lost will not be granted against accumulated sick leave.
2. The immediate family is defined as: the spouse or domestic partner, parent, grandparent, child, grandchild, brother or sister of the employee or the parent, grandparent, child, grandchild, brother or sister of the spouse or domestic partner. It shall apply also to any other relative living in the same household.

J. Parenting Leave.

Pursuant to Section C-109 of the City Charter, any employee taking a parenting leave shall be entitled to use up to eight (8) weeks of accumulated sick leave without providing a doctor's certificate. Parenting leaves shall be available to both male and female employees and shall be available only in the case of childbirth or adoption. Employees may use additional sick time at the end of the eight (8) week period for parenting leave upon presentation of a doctor's certificate attesting to the necessity for such continued leave from employment.

K. Day Care.

The City shall continue to provide the established Day Care Assistance Program (Cash Subsidy Program, Flexible Spending Account and Flexible Work Schedule) according to the program and procedures adopted by the Ithaca Common Council.

L. Education Assistance.


1. The City of Ithaca agrees to pay the tuition for education courses, including technical and trade schools for employees covered by this Agreement. The intention is to assist employees to further their education and enhance their ability and effectiveness on the job. Such assistance shall be limited to: (a) courses related to an employee's position which will further development in the performance of his/her duties; (b) courses which will assist an employee to gain promotion within his/her job classification as a City employee; (c) the applicant must have approval prior to the course; (d) the applicant must obtain a passing grade before reimbursement; and (e) this benefit is only available to full time, permanent or provisionally appointed employees.
2. Educational Assistance is limited to two courses per year for full time, permanent or provisional employees. No employees shall receive assistance for more than a career limit of twenty courses. The City shall pay the actual per hour tuition cost of any approved courses, provided that, any employee who receives educational assistance shall reimburse the City for the cost of any course if the employee chooses to leave City employment within six months of the conclusion of that course.
3. To be eligible, each application must be approved by an Education Committee consisting of:  
  
Personnel Administrator or equivalent  
President of City Executive Association

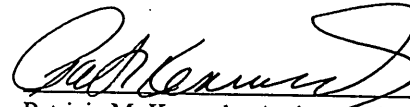
4. All determinations of the Committee shall be final and binding, and shall not be subject to appeal.
5. Employees may be granted time off without pay to take job related courses which are offered only during working hours. The request for approval shall be made in the first instance to the Department Head. If the Department Head refuses to approve the request for time off, the employee may appeal the decision to the Education Committee. Their consideration shall include, but not be limited to, the availability of the employee during normal working hours.

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

AGREEMENT BY NEGOTIATORS TO THE EXECUTIVE ASSOCIATION CONTRACT:

CITY OF ITHACA:


  
\_\_\_\_\_  
Alan J. Cohen, Mayor

  
\_\_\_\_\_  
Patricia M. Kennedy, Assistant City Attorney  
on behalf of the City Negotiating Team:  
Dominick Cafferillo  
William Gray  
Valerie Saul  
Richard Eckstrom

date: 2/24/98

date: 2.23.98

CITY EXECUTIVE ASSOCIATION:

  
\_\_\_\_\_  
Thomas West, Association President  
on behalf of the Association Team:  
Phyllis Radke  
Andrew Hillman

date: 2-24-98

ATTEST:

  
\_\_\_\_\_  
Julie Holcomb, City Clerk

date: 2/24/98

Authorized by Common Council on the 4th day of February 1998.

Approved by the Executive Association on the 2nd day of February 1998.

CITY OF ITHACA  
EXECUTIVE UNIT COMPENSATION PLAN  
1998

<u>JOB TITLES</u>	<u>GRADE</u>	<u>MINIMUM HIRING SALARIES</u>
City Forester Civil Engineer Deputy Building Commissioner Traffic Systems Engineer	3	\$33,211
Building Systems and Solid Waste Supervisor <sup>4</sup> Chief Wastewater Treatment Plant Operator 1A Chief Water Treatment Plant Operator 1A Fiscal Manager Motor Equipment Maintenance Supervisor Parks & Grounds Supervisor Supervisor of Streets <sup>5</sup> Supervisor of Water & Sewer Operations Transit System Manager <sup>6</sup>	2	30,881
Assistant Building Systems Supervisor <sup>7</sup>	1	24,205

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<sup>4</sup>Title change from previous contract.

<sup>5</sup>Title change from previous contract.

<sup>6</sup>Title change from previous contract.

<sup>7</sup>Title change from previous contract.