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January 1, 2005 – December 31, 2006

between

THE CITY OF ELMIRA, NEW YORK

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME, AFL-CIO,
for the
ELMIRA CITY UNIT

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CSEA
Local 1000 AFSCME, AFL-CIO
http://www.csealocal1000.net

SEAL OF THE CITY OF ELMIRA
1864
http://www.ci.elmira.ny.us
THIS AGREEMENT, made this 24th day of Dec., by and between the CITY OF ELMIRA, NEW YORK, (hereinafter referred to as the "City") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, FOR THE ELMIRA CITY UNIT, (hereinafter referred to as the "ASSOCIATION").

WITNESSETH:

WHEREAS, the Association has been designated and selected by a majority of the employees in the Unit hereinafter described for the purpose of collective bargaining in regards to hours of work, wages and working conditions and the settlement of grievances, and

WHEREAS, it is the desire of both parties to this Agreement to negotiate collectively with regards to hours of work, wages and working conditions in order to (a) promote harmonious and cooperative relationships between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interests of the employees, and (d) to provide a basis of amicable discussion.

NOW, THEREFORE, in consideration of the mutual convents and agreements hereinafter contained, the parties hereby agree to as follows:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officials and their seals affixed hereto as of the 24th day of Dec., 2005.

CITY OF ELMIRA, NEW YORK

BY William O'Brien, Mayor

MAYOR, CITY OF ELMIRA

DATED 12-02-05

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

BY Jack Daniel

PRESIDENT, CITY UNIT OF Chemung COUNTY LOCALS OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

DATED 12/2/05

BY Shawn Lucas

DIRECTOR OF PERSONNEL

DATED 12/03/05

BY L.R.S., CSEA, INC.
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ARTICLE 1: THE COLLECTIVE BARGAINING UNIT

The appropriate collective bargaining unit covered by this Agreement shall be all employees employed by the City (hereinafter referred to collectively as "members" of the bargaining unit or employee) with the exception of the following:

(a) All full-time sworn, uniformed fire fighters; and
(b) All full-time sworn, law enforcement officers; and
(c) All school traffic officers; and
(d) All elected officials; and
(e) All appointed officials; and
(f) All seasonal, temporary employees; and
(g) All managerial and confidential employees, including employees in the classifications of:

City Manager
City Manager's Secretary
Assessor
Personnel Director
Diversity Coordinator
Personnel Assistant
Purchasing Coordinator
City Chamberlain
Deputy City Chamberlain
Payroll Specialist
Principal Account Clerk/Chamberlain's Office
City Clerk
Superintendent of B & G
Superintendent of Streets
Solid Waste Supervisor
Chief Supervisor
Working Supervisor
Records Center Supervisor
Corporation Counsel
Assistant Corporation Counsel
Law Department's Secretary
Fire Chief
Police Chief
Director of Public Services
Senior Engineer
Fire Marshall
LAN Administrator
Golf Course Maint. Supervisor
Const. & Utilities Inspector
Work Center Coordinator
Traffic Signal Supervisor
Fleet Maintenance Supervisor
Director of Information Services
ARTICLE 2: RECOGNITION

Pursuant to Section 207 of Article 14 of the New York State Civil Service Law (also known as the Public Employee's Fair Employment Act) the City hereby recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO as the sole and exclusive representative for the members of the bargaining unit as defined herein for the purpose of collective negotiation with respect to wages, hours and other working conditions and with respect to the administration of grievances arising under this Agreement.

ARTICLE 3: REPRESENTATION

Pursuant to Section 208 of Article 14 of the New York State Civil Service Law, the City agrees that the Association shall have unchallenged representation status for the maximum period permitted by law on the date of this Agreement.

ARTICLE 4: NO DISCRIMINATION

The City and the Association agree not to limit employment with the City or membership in the Association and that neither party will discriminate in a manner contrary to law with regard to the application of the terms and conditions of this Agreement.

ARTICLE 5: EMPLOYEE ORGANIZATION RIGHTS

Section 5.1 Association Rights.

During the term of this Agreement the City will not negotiate or meet with any other employee organization in reference to terms and conditions of employment of the members of the bargaining unit, subject to Article 14 of the Civil Service Law.

The City recognizes the right of the members and/or Association officials, in accordance with the Association's by-laws and constitution, to designate representatives of the Association to appear on behalf of the members to discuss salaries, working conditions of this Agreement and other terms and conditions of
employment and to visit members during scheduled or regular working hours, subject to reasonable limitations as set forth in this Article.

Section 5.2 Agency Shop.

Any member of the bargaining unit and any employee who is appointed during the term of this Agreement, who does not make application for membership in the Association within thirty (30) days after the employee's appointment, and any Association member who, during the term of this Agreement, is removed from membership in the Association, shall, as a condition of employment, have deducted from the employee's wages, for payment to the Association by the City, an amount of money to be called the "agency shop fee" equal to the regular Association dues, as a contribution towards the administration of this Agreement.

The Association shall establish and maintain a procedure providing for the refund to any agency fee payer demanding the return of any part of an agency shop fee which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. Nothing herein shall be deemed to require an employee to become an Association member.

Section 5.3 Dues Deduction.

Subject to Section 210 (3) of the Civil Service Law, the City agrees to make a payroll deduction of Association dues for any employee, upon receipt by the City Chamberlain (hereinafter referred to as the "Chamberlain") of a signed authorization for such deduction from the employee, and to thereafter transmit said deductions to the Treasurer of the Association, together with a record of the names of the employees for whom said deductions were made, and the amount of deduction for each employee.

The City shall begin the deduction described herein with the first payroll period following receipt by the Chamberlain of an employee's authorization.

(1) Any employee may cancel a dues deduction authorization by submitting a signed cancellation to the Chamberlain at least thirty (30) days prior to the effective date of cancellation. The City
agrees to notify the Association of the receipt of any such cancellation.

(2) Subject to Section 210 (3) of the Civil Service Law, the City agrees to make a payroll deduction of the "agency shop fee", in accordance with Section 5.2 of this Agreement, and to thereafter transmit said deductions to the Treasurer of the Association, together with a record of the names of the employees for whom the deductions were made and the amount of deduction for each employee. The City shall begin the deduction described herein with the first payroll period following receipt by the Chamberlain of a notice from the President of the Association that a member has resigned, has been removed from membership in the Association, or has failed to make application for membership in the Association within the time period described in Section 5.2 of this Agreement.

(3) If the amount of Association dues is changed during the term of this Agreement, the Association shall so notify the Chamberlain in writing. The City agrees, upon such notification, to make deductions of the new amount, as described in subparagraphs (1) and (2) hereinabove. The City shall begin the deduction of the new amount described herein with the second payroll period following receipt by the Chamberlain of the Association's notice.

Section 5.4 Indemnification.

The Association agrees to refund any amount of Association dues or agency shop fees paid to it by the City in error, upon presentation of proper evidence of such error. The Association shall indemnify the City, and hold the City harmless, against any and all liability which may arise by virtue of actions which the Association has requested the City to take, or not to take, in connection with payroll deduction of Association dues.

Section 5.5 Bulletin Boards.

The City will provide the Association bulletin board space on which to post: A. Official Association notices; B. Notices required by Law. The Association may also post such other matter as the City may expressly and specifically approve. All such notices or other matter will be non-political (in a public political sense) and non-defamatory.
Section 5.6 Association Business: Requests.

The following procedures shall be used in time off requests:

The Association shall make the request in writing to the appropriate designee, Personnel Director or DPS Director, stating the time required and the general reason for the needed time. Prior notification for leave time will not be required for emergency investigation or handling of grievances or disciplinary matters, although Union representatives shall notify their supervisors and make written requests as soon as possible. If there is a need for discussions with units members during working hours, the Designee will notify the appropriate supervisor in advance. City work shall not be unduly interrupted unless there is an emergency situation. All requests for time off, whenever possible, shall be scheduled in the afternoon. If a morning meeting is necessary, the written requests will explain the necessity.

Association Business: Local Representatives.

An up-to-date list of all stewards of the Association shall be kept on file with the Personnel Director. There will be a limit of one (1) steward and one (1) alternate in each department, except that in no event shall the total number of stewards exceed seven (7). Each steward shall be allowed up to one (1) hour per day to perform their duties in regard to Association business. This time will be limited to official Association matters and shall be transacted in the steward's normal working day and hours. Should areas of the City government be reorganized during the term of this Agreement, changes in the number of stewards will be made only upon mutual agreement of the parties.

Association Business: Administrative Leave.

The City shall grant release time with pay to officers and delegates designated by the Association for Association business upon written request to the City Manager by the President of the Association or his designee. This time is to be limited to a maximum of five (5) representatives at any one time and for the specific purpose for which the time was granted. In no event will release time pay exceed a total of twenty-five (25) person days per year. The City reserves the right to refuse administrative leave for any individual at any time with reasons being given for the denial.
Section 5.7 Fair and Impartiality.

The City shall perform its obligations under this Agreement in a fair and impartial manner.

ARTICLE 6: MANAGEMENT RIGHTS

The Association agrees that the City shall retain complete authority for policies and administration of all City departments, offices or agencies which it exercised under the provisions of law and the Constitution of the State of New York and/or the United States of America and in fulfilling its rights and responsibilities.

The City retains the sole right to manage its business and services and to direct the employee including the right to decide the number and location of its services and operations, services and operations to be conducted and rendered, and the methods, processes and means used in operating its services, and the control of the buildings, real estate, materials and all equipment which may be used in the operation in supplying its services; to determine whether and to what extent the work required in its operations and services shall be performed by employees covered by this Agreement.

In addition to any legal rights the City may have, it shall have the absolute right and ability to exercise complete control and discretion to determine the standards of service to be offered by its offices, agencies and departments; to hire, suspend, layoff, appraise, assign, promote, demote, establish specifications for each class of positions, classify and reclassify work within the City's jurisdiction. The City shall determine the size of the work force, make reasonable work rules for the purpose of efficiency, safe practices and discipline, to establish reasonable performance standards, to determine equipment used, to make technological changes, to determine the number and location of its offices within the City limits.

ARTICLE 7: NO STRIKE AGREEMENT

The Association agrees that in accordance with applicable law, neither the Association, nor any member of the bargaining unit, shall induce or engage in any strikes, or other concerted stoppage.
of work or slow-down. Pursuant to Section 207 (3) of the New York State Civil Service Law, the Association hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

Nothing in this Agreement shall be construed to limit the rights, remedies, or duties of the City, or the rights, remedies or duties of the Association or the employees under State Law.

**ARTICLE 8: CLASSIFICATION**

Members of the bargaining unit shall be classified, for the payment of wages, seniority and other purposes, as follows:

- Account Clerk
- Account Clerk Typist
- Administrative Aide
- Animal Control Officer
- Assessor's Aide
- Automotive Mechanic
- Bldg. Inspector/Code Enforcement Officer
- Cashier
- Deputy City Clerk
- Jr. Engineer
- Laborer (Fire Department/Code Enforcement (Only)
- Micro Computer Specialist
- Parking Enforcement Officer
- Parks Specialist I
- Parks Specialist II
- Permit Clerk
- Police Information Clerk
- Property Evidence Clerk
- Public Services Specialist (PSSI)
- Public Services Specialist (PSSII)
- Records Center Coordinator
- Senior Account Clerk
- Senior Account Clerk Typist
- Senior Clerk
- Senior Clerk Typist
- Senior Stenographer
- Solid Waste Specialist (SWSI)
- Solid Waste Specialist (SWSII)
- Stenographer
- Supervisor of Animal Shelter
The foregoing classifications may be referred to individually, or collectively, hereinafter, by the general term "Employees".

ARTICLE 9: SAVINGS AND IMPLEMENTATION CLAUSES

Section 9.1 Savings.

If any Article or part thereof of this Agreement or any addition thereto should be determined in violation of any federal, state or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

If a determination or decision is made, as per Section 9.1 of this Article, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof. Such replacement item shall not exceed the economic value of the item to be replaced.

Section 9.2 Ratification and Implementation.

It is understood between the parties that no provision contained within this Agreement is binding upon either party until this Agreement has been reduced to writing, ratified by the Association and duly approved, ratified and executed by the City of Elmira Council.

Pursuant to Section 204-A of the New York State Civil Service Law, "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."
ARTICLE 10: GRIEVANCE PROCEDURE

Any grievance shall be processed in accordance with the following procedure: A grievance is defined as any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders, work rules of the City of Elmira or a department thereof, that relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, supervision of employees, as well as the interpretation and application of this Agreement.

1. Within One Hundred-Twenty (120) calendar days from the date of occurrence of the event constituting the grievance or from the date that the employee knew or should have reasonably been expected to know of such event, the employee or the employee’s Union Representative shall submit, in writing, the basis for said grievance to the employee’s immediate supervisor, or in the event that the grievance directly involves the immediate supervisor, to the employee’s Department Head.

2. If the grievance is not satisfactorily settled within two (2) work days from said presentation, the Association representative shall submit the grievance in writing to the appropriate department head.

3. If the grievance is not satisfactorily resolved, the Association shall present the same in writing to the City Manager or his designee.

4. A.) As the final step of the grievance process, the unresolved grievance may be submitted to arbitration by the filing of a Notice of Intent to arbitrate with the City within forty (40) calendar days after referral to the City Manager.

B.) The parties agree that such disputes shall be heard by one of a panel of five permanent arbitrators established by the parties as follows:

1. Elizabeth Croft
2. Judith LaMana
3. Robert Rabin
4. James Markowitz
5. James R. McDonnell

C.) The panel arbitrators named above shall hear disputes between the parties in a rotating order. Should any panel member not be available to hear a dispute within forty five (45) calendar days, the next available panel member shall be named as arbitrator for the case and the rotation shall continue from the panel member to the next arbitrator.

D.) The decision of the arbitrator shall be final and binding upon all parties. However, in the event either party determines that the arbitrator has varied or illegally interpreted the terms of the bargaining agreement between the parties, then any such aggrieved party shall have the right to submit that sole issue to the court for final judicial determination. The Court shall have jurisdiction of that particular issue.

E.) All costs related to the arbitration process, with the exception of judicial court costs, shall be equally shared by the Union and the City.

F.) Either party to this Agreement may at any time during the life of the agreement remove one (1) name from the panel of arbitrators named above, and a replacement, if any, shall be mutually agreed upon by the parties.

G.) Should none of the panel arbitrators be available to hear a dispute, the Union may file a request with the Public Employment Relations Board (PERB) for a list of seven (7) arbitrators. The parties shall alternately strike names from the list until one (1) remains. That person shall be named the arbitrator for the dispute in question.

ARTICLE 11: DISCIPLINE AND DISCHARGE

The following procedures shall be the exclusive procedure utilized for disciplinary and discharge matters for all permanent employees covered by this Agreement and who have satisfactorily completed the initial probationary period with the City as provided by local Civil Service rules and regulations.

It is understood that a permanent employee has the right to choose either Section 75 procedure or the discipline and discharge
Disciplinary action shall include, but is not limited to, oral and written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be deemed appropriate by the Employer. An employee shall be entitled to representation by the CSEA at each step of the discipline and discharge procedure.

Service of the notice of discipline shall be made by personal service to the employee with the Unit President or his designee receiving a copy, if present at the time. If service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested, to the employee with a copy sent to the Unit President or his designee.

The notice of discipline shall contain a detailed description of the specific act and conduct for which discipline is being sought, including references to date, time and places and shall state any proposed penalty being sought. The notice of discipline shall also state that the employee has the right to appeal the disciplinary action by filing a written grievance through the Union within eight (8) work days after receipt of the notice of discipline if he disagrees with it. No disciplinary proceeding shall be commenced under this Article more than 15 months after the occurrence of the alleged act and/or conduct complained of and described in the charges provided, however, that such limitation shall not apply where the act and/or conduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

Employees will be presumed innocent until proven guilty and the burden of proof shall be the Employer's. Employees shall be given the opportunity to resolve the proposed discipline by settlement and to be represented by a CSEA representative, and waive their rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing with the exception of oral reprimands and shall be final and binding upon all parties subject to the approval of the Personnel Director, with a copy of same to the Unit President of the CSEA.

In instances when disciplinary action is to be preferred against a bargaining unit employee, the employee shall not be suspended from employment prior to the completion of the third step of the discipline and discharge procedures contained in this Article, unless in the opinion of the department head and the Director of Personnel or their authorized designee, the employee
presents a danger to the health and/or safety of one's self or another or disrupts the operation of the department where the employee is situated.

Disciplinary action against an employee, except oral reprimands, may be appealed by filing a written grievance through the Union within eight (8) work days after the receipt of such notification by the employee if he disagrees with the disciplinary action taken. Said grievance shall be processed by the Union as a Step Three grievance. In the event that a grievance is not settled at Step Three, the Union reserves the right to proceed to arbitration. In instances where an employee is suspended or terminated from employment prior to the completion of the third step of the discipline and discharge procedure contained in this Article, a Step Three grievance meeting shall be convened by the Employer within seven (7) working days after receipt of a Step Three grievance as provided above. The Personnel Director shall render a decision in writing to resolve the matter within seven (7) calendar days after conclusion of the Step Three meeting. Failure to file a grievance within the time frame hereinabove specified will constitute acceptance of the penalty as proposed by the Employer, by the employee and settle the matter in its entirety. The Union shall notify the Personnel Director of its intent to proceed to arbitration within five (5) working days after receipt of the Step Three decision.

Subject to mutual written agreement between the CSEA, Local 1000 and the Director of Personnel, the time limits hereinabove specified may be waived.

The disciplinary arbitrator shall not have the jurisdiction or authority to modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplement thereof or to add new provisions to this agreement or any amendment or supplement thereto. Rather, the disciplinary arbitrator shall be limited to determining guilt or innocence and the appropriateness of the proposed penalty.

If, in any case where an employee has been suspended or discharged pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all time lost, and all other rights and conditions of employment as may be determined by the arbitrator, less the amount of compensation which he may have received on other employment or in the form of any type of State or Federal benefits since his suspension or discharge from the public service.
The decision of the Arbitrator shall be final and binding upon all parties.

ARTICLE 12: LEAVE TIME

Section 12.1 Bereavement Leave.

Five (5) days of absence will be granted at an employee's regular rate of pay in the event of the death of the employee's spouse, child, sibling and/or parent. Three (3) days of absence will be granted at an employee's regular rate of pay in the event of the death of the employee's parent-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, or grandchildren. One (1) day of absence will be granted at an employee's regular rate of pay in the event of the death of the employee's aunt or uncle. Such definition of "parent" and/or "child" shall include "step" and "foster".

Bereavement leave shall normally commence between the date of the death and the date of burial and shall not be deducted from any other leaves.

Section 12.2 Holidays.

All members of the bargaining unit shall be entitled to twelve and one-half (12 1/2) paid holidays as follows:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
December 24th, 1/2 Day*
Christmas Day
Floating Holiday
City Hall employees to be released at 12:00 noon.

Section 12.2(a) Eligibility for Holiday Pay.

In order to qualify for holiday pay on any of the above listed holidays, the employee must work on his last scheduled day before and first scheduled day after the holiday unless the employee's absence is occasioned by vacation, illness or other cause approved by the City Manager or his designee.

Section 12.2(b) Observance of Weekend Holidays.

If any of the above holidays fall on Saturday or Sunday, it shall be observed, if Saturday, on the preceding Friday; and if Sunday, on the following Monday.

Section 12.2(c) Time Off for Certain Employees.

As to employees working in departments operating on the basis of seven days a week, twenty-four hours a day, and a holiday is observed on one of the two normal days off for such employees, the employee may, at his request, elect to take an additional day off in the week that the holiday is observed. Such request shall be in writing and made to the employee's supervisor at least forty-eight (48) hours prior to the holiday day requested. Such additional day elected is limited to either the day before or the day after the employee's regularly scheduled two days off.

Employees assigned to the Police Department can elect to work, with the approval of their supervisor, on a holiday and shall receive a day off with pay to be taken within thirty (30) calendar days following the holiday worked.

Section 12.2(d) Floating Holidays.

Requests for floating holidays shall be granted upon approval of the department head or designee, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of the work of the department. Such requests, however, shall not arbitrarily be denied.
Section 12.3 Personal Leave.

A. Each bargaining unit employee shall be allowed three (3) personal leave days per year. New employees shall receive personal leave days in the year in which they are hired in accordance with the following schedule:

If hired between 01/01 and 04/31 - three (3) personal leave days;

If hired between 05/01 and 08/31 - two (2) personal leave days;

If hired between 09/01 and 11/30 - one (1) personal leave day;

If hired between 12/01 and 12/31 - zero (0) personal leave days.

B. Said personal leave days must be utilized for personal business purposes only and not for amusement or recreational use. A request for personal leave must be submitted to the appropriate supervisor in writing, forty-eight (48) hours in advance unless in an emergency situation, when all possible advance notice shall be given. Personal leave days must be used in minimum two (2) hour segments. Any personnel leave not taken shall be converted into the employee's sick leave accrual at December 31st of each year.

Section 12.4 Sick Leave.

All members of the Bargaining Unit shall be entitled to pay for absence from work because of personal illness as follows: If a member actually works shifts, or is actually receiving vacation benefits to which the member would be entitled in accordance with Section 12.7 of this Agreement, or is actually receiving sick leave benefits to which the member would be entitled in accordance with Section 12.7 of this Agreement of fifty percent (50%) or more of any of the work days of any calendar month, the employee, except as otherwise provided in Section 12.4(f) of this Agreement, shall accrue one (1) sick leave day for that calendar month, with the right to accumulate a maximum of one hundred seventy-four (174) days.

Section 12.4(a) Verification of Illness.
The City shall establish procedures which shall include the City's right to check each employee reporting sick. The employee who is reported ill is required to be at home unless he has proof of doctor or hospital visitation. If he is not at home, the burden of proof will fall upon the employee to substantiate his illness.

Section 12.4(b) Reporting Absences - Time Limits.

All absences, except for scheduled vacation, must be reported not earlier than nine (9) hours, nor later than one-half (1/2) hour prior to the commencement of the employee's scheduled work shift.

Section 12.4(c) Procedures for Reporting Absences.

Calls to report absences not covered by paid leave in accordance with the provision of this Agreement shall be directed to the office of the supervisor in charge of the employee reporting the absence.

In the event employees are unable to reach the supervisor to whom they report, reporting of absences shall be made by telephone to the number 737-5764, subject to the same time requirements as set forth above. It is the employee's responsibility, however, to make every effort to report absences to their supervisor and/or work station prior to calling 737-5764. All absences reported to 737-5764 shall be verified by supervisors and employees so reporting, regarding the time of call, the name of the party receiving the call, and the log entry of such calls.

Section 12.4(d) Job Abandonment.

An employee who is absent without authorization or permission for ten (10) calendar days shall be deemed to have voluntarily resigned.

Section 12.4(e) Occupational Injuries/Illnesses.

If an employee is injured while working for the City, he shall be entitled upon request, to use sick leave to the extent available, until it is exhausted, or he is able to return to work, or adjudged entitled to and is receiving Worker's Compensation Benefits, whichever occurs first. The sick leave payments are deemed a loan to be repaid and to reestablish the original sick
leave benefits from the proceeds of the Worker's Compensation Benefits.

Section 12.4(f) Outside Employment.

An employee who is absent because of injury incurred while working for any other employer and who is covered by such other employer's Worker's Compensation Benefits shall be placed on a leave of absence on the day following such injury and will not be entitled to any City benefits while on such leave of absence.

Section 12.4(g) Long Term Sick Leave Bank.

A sick leave bank will be established for use in catastrophic or long term illness or injury.

All employees shall contribute two (2) days sick leave to the bank. The employee's sick leave accumulation shall subsequently be reduced by two (2) days. Should an employee not have two (2) days sick leave accumulation, personal leave shall be substituted for sick leave. The employer shall contribute one (1) day to the bank for each initial two (2) days contributed by participating employees. New employees may join the bank upon completion of their probationary period.

A committee consisting of 5 members; the CSEA Unit President or his designee, one (1) other Union designee, the Personnel Director, one (1) other Employer designee, and one person agreed upon by both parties shall administer the implementation and functions of the sick leave bank. Decisions shall be made by majority vote.

In the event an employee exhausts his accumulated sick leave, he may request time from the sick leave bank. In order to be eligible to withdraw days from the bank, the employee must:

Be a participating member of the bank;

Have a non-job related illness or injury of thirty (30) days or longer; and

Make application to the bank committee. Such application to be accompanied by a medical certificate of need.

The employee must make satisfactory arrangements with the committee to repay the days used upon their return to work. In the event the employee cannot return to work or repay the days in
excess of his contribution, the bank will be reduced by the amount of unpaid days.

Should the sick leave bank reach zero (0) days available, no further withdrawals will be made. The sick leave bank committee shall be authorized to require from each participant an additional two (2) day contribution to the bank in order for the bank to continue to function.

Utilization of sick leave bank days by an employee shall be considered the same as utilization of personal sick leave days for all purposes.

Section 12.5 Leave Of Absence.

In the event a member of the bargaining unit does not actually work his shift for fifty percent (50%) or more of any of the working days of any calendar month for any reason other than the employee's retirement, voluntary termination, death or involuntary termination, and the employee has exhausted all accrued vacation benefits to which he would be entitled in accordance with Section 12.7 of this Agreement, and all sick leave benefits to which he would be entitled in accordance with Section 19.11 of this Agreement, the employee, except as otherwise provided in Section 18.2 of this Agreement, shall be placed by the City on an unpaid leave of absence. The employee shall not be entitled to further wage, vacation, holiday, bereavement leave, sick leave and release time benefits, and shall bear full personal responsibility for timely payment to the Chamberlain's office of the entire cost of all health insurance benefits available to him in accordance with Article 17 of this Agreement, until he resumes continuous employment covered by this Agreement for a period of at least two (2) consecutive working days.

Section 12.5(a) Leave Requests - Special Circumstances.

All requested leaves which are granted for special circumstances for a limited time must be requested in writing and granted in writing. A copy shall be given to the Association President.

Section 12.5(b) Reinstatement.

All employees granted leaves of absence with pay due to
Association business, personal illness, disability, or illness in the immediate family, shall be reinstated at the prevailing rate of pay (in their classification and grade step) in accordance with such employee's seniority standing, and shall be entitled to all benefits as provided in this Agreement during such leave of absence. Employees on such leaves of absence shall not seek gainful employment elsewhere, and any employee so doing shall be considered terminated as of the last day worked for the City.

Section 12.5(c) Termination of Employment.

In the event an employee who has been placed on an unpaid leave of absence voluntarily terminates employment under this Agreement, or is terminated from employment by the City; that employee shall thereafter no longer be covered by this Agreement, and shall not be entitled to the terms of employment or benefits set forth in this Agreement.

Section 12.6 Medical Leave.

An employee who has exhausted his sick leave and vacation accruals because of health reasons may be granted a medical leave of absence without pay by the City Manager. During an authorized leave of absence, the employee will be protected in the position the employee held prior to this leave provided that upon the employee's return to work, the employee is physically and mentally fit to perform the duties of the employee's former position.

Any employee who wishes to secure a medical leave of absence without pay shall be required to complete the appropriate application form and submit it to the City Manager or his designee within ten (10) calendar days after he receives the form. Such application form shall be provided to the employee by the Personnel Office prior to the time that the employee's leave accruals will expire. If the employee has no leave accruals as of the first day of absence, the City Manager's office shall provide such application form to the employee upon receipt of medical certification of the employee's disability.

Upon submission, the application shall be processed in accordance with the requirements of this Agreement regarding unpaid leaves of absence. The employee shall be informed by the City Manager's office as to the status of his application no later than fourteen (14) calendar days after the City Manager's receipt of the application.
Section 12.6(a) Family Medical Leave Act

Request for a leave of absence under the Family and Medical Leave Act shall be submitted to the City Manager at least two (2) weeks in advance of the start of the leave when possible. The City shall design the application form.

A Family Medical leave may not exceed twelve (12) weeks per calendar year as provided by federal statute.

Paid and unpaid leave used for serious illness of employee, child, spouse or parent of employee will be counted toward eligibility for twelve (12) weeks paid Family Medical Leave.

While on an approved Family Medical Leave Act leave, the employee shall continue to receive Health/Dental/Vision benefits.

Section 12.7(a) Crediting of Vacation Accruals

Employees shall accrue vacation on the following basis:

On January 1 following hire an employee will receive eleven twelfths of a month of vacation for each full month on the payroll during the previous calendar year according to the pro-rata vacation table below. A full month shall be defined as on the payroll prior to the fifteenth of the month of hire.

Pro-Rata Vacation Table

<table>
<thead>
<tr>
<th>1 month</th>
<th>-</th>
<th>.913 or 1  day</th>
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</thead>
<tbody>
<tr>
<td>2 months</td>
<td>-</td>
<td>1.826 or 2  days</td>
</tr>
<tr>
<td>3 months</td>
<td>-</td>
<td>2.739 or 3  days</td>
</tr>
<tr>
<td>4 months</td>
<td>-</td>
<td>3.652 or 3 ⅛  days</td>
</tr>
<tr>
<td>5 months</td>
<td>-</td>
<td>4.565 or 4 ⅝  days</td>
</tr>
<tr>
<td>6 months</td>
<td>-</td>
<td>5.478 or 5 ⅜  days</td>
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<tr>
<td>7 months</td>
<td>-</td>
<td>6.391 or 6 ⅞  days</td>
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<tr>
<td>8 months</td>
<td>-</td>
<td>7.304 or 7 ⅞  days</td>
</tr>
<tr>
<td>9 months</td>
<td>-</td>
<td>8.217 or 8  days</td>
</tr>
<tr>
<td>10 months</td>
<td>-</td>
<td>9.130 or 9  days</td>
</tr>
<tr>
<td>11 months</td>
<td>-</td>
<td>10.043 or 10 days</td>
</tr>
<tr>
<td>12 months</td>
<td>-</td>
<td>10.956 or 11 days</td>
</tr>
</tbody>
</table>

As of the second January through the fifth January beyond their hire date they will accrue 11 days.
On their 6th January beyond their hire date they will accrue 12 days.

On their 7th January beyond their hire date they will accrue 13 days.

On their 8th January beyond their hire date they will accrue 14 days.

On their 9th January beyond their hire date they will accrue 15 days.

On their 10th January beyond their hire date they will accrue 16 days.

On their 11th January beyond their hire date they will accrue 17 days.

On their 12th January beyond their hire date they will accrue 18 days

On their 13th January beyond their hire date they will accrue 19 days.

On their 14th January beyond their hire date they will accrue 20 days.

On their 15th January beyond their hire date, and each January thereafter, they will accrue 21 days.

This vacation allowance shall not be utilized until it is credited and must be used within the calendar year in which it is credited. Up to a maximum of five (5) days vacation may be carried forward into the next calendar year. Employees can choose to receive payment for up to five (5) days of unused vacation. This can be denied for poor attendance which is defined as four (4) undocumented sick leave occurrences in a twelve (12) month calendar year, (1/1 to 12/31).

Section 12.7(b) Scheduling Vacation.

Vacation time which has been earned may be taken at any time during the calendar year with the continuation of the work of the department taking first priority. Each employee has until February 1st of each year to submit a request for specific dates for the employee’s earned vacation time. After February 1st, any employee
who has not specifically requested vacation dates forfeits his seniority rights to vacation dates and after May 1st, that employee may be assigned dates by the supervisor. Once a vacation date has been assigned to an employee, it cannot be changed unless an emergency situation exists and such emergency is confirmed by the City Manager.

Section 12.7(c) Termination of Employment.

Upon termination of an employee's employment, accrued vacation shall be converted to earned vacation as of the employee's termination date, provided the effective date of termination is on or after the first anniversary date of continuous employment. In addition to vacation accrued up to the termination date, the employee shall be paid for all of his unused vacation allowance which had become earned for the year in which termination occurred, except that the five (5) day vacation carry over allowed in Section 12.7(a) must be used prior to termination and shall not be paid if unused prior to termination.

ARTICLE 13: SENIORITY

Section 13.1 Seniority Defined.

Seniority shall be defined as status based on the employee's length of continuous service with the City. It is expressly understood that seniority, as used in this Agreement, means the following:

A. In case of promotions, seniority shall be a major factor among other major factors;

B. In cases of shift and/or work week assignments/changes, by seniority in current classification only;

C. In cases of transfers, by seniority in that classification only;

D. In cases of decrease of the work force or layoff or recall, seniority shall be determined in accordance with Article 14;

E. In cases of displacements, seniority shall be exercised
in accordance with Article 14;

F. Seniority shall be exercised as provided for herein.

Section 13.2 Probationary Employees.

Employees will receive no classification seniority during the probationary period. After completing their probationary period, they shall receive full classification seniority credit from the date of employment in that classification. Probationary employees shall be covered by the provisions of this Agreement but may be laid off, or disqualified, as exclusively determined by the City, at any time during the probationary period. Such layoff or disqualification shall return the employee to his previous status.

Section 13.3 Breaks in Service.

Continuous service seniority for employees shall be determined from the date of continuous employment with the City. The following shall apply:

A. There shall be no deduction from seniority for any time lost which does not constitute a break in continuous service as follows:

1. Seasonal layoff of other than temporary or seasonal employees;

2. Indefinite layoffs shall build seniority up to a maximum of one (1) year. Thereafter, seniority shall be frozen;

3. Authorized leaves of absence.

B. Continuous Service Seniority shall be broken only:

1. By the employee quitting his job or by discharge;

2. By exceeding the period of an authorized leave of absence;

3. By failing to return to work from layoff upon proper notification of recall, as specified in Section 14.2.
C. An employee who is absent as a result of compensable injury shall be considered to have continuous service for the period of time for which statutory compensation is paid and shall not be limited to the one (1) year period, provided that such employee reports to the City within thirty (30) calendar days from the date of termination of statutory compensation payment.

D. The City and the Association mutually agree to accord such rights and privileges to veterans for military service as are afforded under the Selective Service Act to employees provided that such employee reports to the City within the ninety (90) day calendar period for employment.

ARTICLE 14: LAYOFF AND RECALL

Section 14.1 Order of Layoff.

Employees shall receive a one (1) week notice prior to any layoffs or staff reductions.

A. Competitive Class: In the event of suspension or demotion upon the abolition or reduction of positions, employees whose positions are classified within the Competitive Class of the Classified Service shall be processed in accordance with the New York State Civil Service Law.

B. Non-Competitive/Labor Classes: In the event of suspension or demotion upon the abolition or reduction of positions, the layoff of employees whose positions are classified within the Non-Competitive or Labor classes of the Classified Service shall be processed according to the following procedures:

1. As used in this Article, seniority shall be defined as continuous length of service within the City to a position covered by this Agreement, since last date of hire.

2. Upon layoff within this bargaining unit, employees in a temporary or probationary status shall be laid off first, in that order, before any permanent employees within the Unit are displaced or laid
off.

3. Thereafter, permanent employees holding the same class title within the department in which layoff occurs, shall be laid off in the inverse order of their standing on the seniority list, that is, last in-first out.

4. The least senior employee in the same class title in the department in which the layoff occurs shall have the right to displace a less senior employee in the same class title on a bargaining unit wide basis.

5. If the employee cannot displace anyone within his title due to lack of seniority, he shall have the right to displace a less senior employee in another title on a bargaining unit wide basis, providing the employee has the ability to perform the work and possesses the minimum qualifications, as determined by the Civil Service Job Specifications, to perform the other title. The rate of pay accorded to the displacing employee shall be based on the employee's previous step and longevity pay status, as applied to the pay scale for the employee's new classification.

6. The displacement of employees as stated in subsections three, four, and five above shall continue until an employee is unable to displace a less senior employee, at which time he shall be the employee who is to be laid off.

Section 14.2 Recall Procedure.

A. Competitive Class: In the event of a recall from layoff status, employees whose positions are classified within the Competitive Class of the Classified Service shall be recalled in accordance with the New York State Civil Service Law.

B. Non-Competitive/Labor Classes:

1. The names of employees on layoff status will be placed on a recall list for a period not to exceed four (4) years from the date the employee was last laid off. The City shall supply the Association
with the names of those employees who are being recalled from layoff status. Temporary or probationary employees who have been laid off have no recall privileges.

2. If a vacancy in the Unit occurs within any department under the City's jurisdiction during the existence of a valid recall list, the laid off employee with the most seniority will be recalled if that position is to be filled and he has the ability to do the work and meets the minimum qualifications, as determined by the Civil Service Job Specifications. Otherwise, the next senior employee on the recall list who has the ability to do the work and meets the aforementioned minimum qualifications will be recalled, and so on, until the recall list is exhausted before any new employee is hired.

3. Notification of recall shall be delivered to the employee by certified or registered mail to the employee's last address on file with the City. Failure of the employee to notify the City in writing, delivered to the City Manager's office, following notice of recall from layoff within seven (7) working days from the date of the return receipt of said letter of notice is received by the City, shall be considered a refusal; the employee shall be processed as having quit, and he forfeits any and all recall rights.

4. Employees who are recalled to classifications with pay scales that are lower than the classifications from which they were laid off shall be accorded the same pay step and longevity pay status as they previously held, but as applied to the pay scale for the classifications to which they are recalled. Employees who are recalled to classifications with pay scales that are higher than the classification from which they were laid off shall be accorded the step in the pay scale for the higher classification which provides the employee with increases in base pay of at least ten cents per hour, plus any applicable longevity pay.
Section 14.3 Restoration of Unused Sick Leave.

If the laid off employee is recalled during the life of a valid recall list, his previously earned and unused sick leave shall be restored. However, laid off employees shall receive no benefits or vacation/sick leave accruals for the period that they were laid off.

ARTICLE 15: JOB SECURITY AND TENURE

Section 15.1 Probationary Periods.

The probationary period for all employees shall be a term of not less than eight (8) weeks nor more than twenty-six (26) weeks.

Section 15.2 No Lockout.

The City agrees that there shall be no lockout of employees during the term of this Agreement.

Section 15.3 Reductions in Force.

The City agrees that it will make every effort to retain the employees, consistent with the most effective utilization of funds and personnel. If a layoff does result, said employees will be laid off in accordance with Article 14. It is recognized, however, that circumstances may arise which necessitate a deviation from strict seniority order. In such instances, deviations will be discussed between the City and the Association Unit President or his designee, and reduced to writing. Such deviations are subject to grievance.

ARTICLE 16: HOURS OF WORK AND OVERTIME

Section 16.1 Applicability.

This Article defines the work week and normal hours of work for all members of the bargaining unit as described herein.
Section 16.2 Work Week.

The regularly scheduled work week shall consist of five (5) consecutive working days followed by two (2) consecutive days off. Generally, those days shall be Monday through Friday. Animal Shelter staff shall have a work week of Tuesday through Saturday.

Section 16.3 Work Days/Shifts.

The scheduled work days/shifts for the various City operations are outlined below. The scheduled work day/shift for employees shall be eight (8) consecutive hours, except as otherwise noted. Additional shifts may be added as required to efficiently carry out the City's operation. Such additional shifts may be subject to grievance by the Association.

<table>
<thead>
<tr>
<th>Department</th>
<th>Shifts</th>
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</thead>
<tbody>
<tr>
<td>Engineering</td>
<td>7:25 a.m. - 3:25 p.m.</td>
</tr>
<tr>
<td>Fleet Maintenance</td>
<td>7:25 a.m. - 3:25 p.m. 3:25 p.m. - 11:25 p.m.</td>
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<tr>
<td></td>
<td>11:25 p.m. - 7:25 a.m.</td>
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<tr>
<td>Buildings &amp; Grounds</td>
<td>7:25 a.m. - 3:25 p.m.</td>
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<td></td>
<td>3:25 p.m. - 11:25 p.m.</td>
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<tr>
<td></td>
<td>11:25 p.m. - 7:25 a.m.</td>
</tr>
<tr>
<td>Sewer Maintenance/Construction</td>
<td>7:25 a.m. - 3:25 p.m.</td>
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<td></td>
<td>3:25 p.m. - 11:25 p.m.</td>
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<td></td>
<td>11:25 p.m. - 7:25 a.m.</td>
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<tr>
<td>Streets</td>
<td>7:25 a.m. - 3:25 p.m.</td>
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<td>3:25 p.m. - 11:25 p.m.</td>
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<tr>
<td></td>
<td>11:25 p.m. - 7:25 a.m.</td>
</tr>
<tr>
<td></td>
<td>4:55 a.m. - 12:55 p.m.</td>
</tr>
</tbody>
</table>

The above divisions of the Department of Public Services which work straight through shall have a fifteen (15) minute coffee break in the morning and a twenty (20) minute lunch break without loss of pay.

Solid Waste
(One hour lunch period) 4:55 a.m. - 12:55 p.m.

Salaried Members of CSEA covered under this Contract
(One hour lunch period) 8:30 a.m. - 4:30 p.m.
Records Center Employees

6:30 a.m. - 2:30 p.m.

In order to provide service to the public for the entire working day, the Records Center office shall be open until 4:00 p.m. daily. The records center unit schedule shall be adjusted so that at least one employee works a schedule of 8:00 a.m. to 4:00 p.m. daily.

Section 16.4 Changes in Work Week or Day/Shift.

No employee shall have his regularly scheduled work week or day/shift changed for the purpose of avoiding overtime without being provided with adequate notice of such change, except as provided in Section 12.2(d). Notice of such change shall be given to the employee at least one (1) week in advance of the effective date of change, except in cases beyond the control of the City. In such cases where proper notification is beyond the control of the City, the first day of the regularly scheduled work week shall be paid in a manner which allows the employee overtime rate for all hours worked on that day, provided the employee works eight (8) hours on that day.

Job classification seniority shall be the major consideration in the assignment of work weeks and work days/shifts, provided the efficiency of the City's operations is not impaired. Such assignments may be subject to grievance by the Association.

Section 16.5 Overtime.

Overtime at the rate of one and one-half (1 1/2) times the employee's regular rate of pay shall be paid for time worked, according to the following:

1. All hours worked in excess of an employee's eight (8) hour day/shift;

2. All hours worked in excess of an employee's forty (40) hours work week;

3. All holidays as defined in Article 12 of this Agreement, provided the employee has worked or has been covered by written authorization, or paid absence for all work days of the employee's work week in which the holiday falls.

4. All paid time shall count as time worked in the
computation of overtime. There shall be no pyramiding of overtime under this Agreement.

Section 16.6 Assignment of Overtime.

Overtime required to be worked shall be assigned on a rotating basis by seniority within classification with no discrimination. Exceptions may be as follows:

1. According to past practice (which is mutually agreed to in writing) and may vary by department.
2. Negotiated overtime system, which may vary, by mutual agreement (in writing).
4. Members of project crews which must continue with the project on an overtime basis shall be given priority to work on an overtime basis regardless of their status.
5. In the event overtime work vacancies exist after crew members have been given priority, overtime work vacancies will be announced in proximity to the end of the work shift, and interested personnel shall report to the Work Center Coordinator, who shall assign overtime to the respective department members on a rotating basis in line with classification seniority.

A copy of the agreed practice and/or negotiated overtime system shall be on file in each department where practiced, as well as the Personnel Department, and shall be available for review by Association representatives and/or employees.

Section 16.7 Emergency Situations.

No employee shall be required to work overtime, except in an "emergency" confirmed by the City Manager or a responsible supervisor.

ARTICLE 17: HEALTH INSURANCE

Health and hospitalization insurance shall be provided to each permanent employee for family coverage and single employee
Employees shall contribute five ($5.00) dollars per bi-weekly pay period for health insurance. Effective July 1, 2002, employees covered under the "Family Health Insurance" plan shall contribute two percent (2%) of their yearly base salary for such insurance, to be deducted on a pro-rata basis from each bi-weekly pay check. Effective July 1, 2002, employees covered under the "Individual Health Insurance" plan shall contribute one percent (1%) of their yearly base salary for such insurance, to be deducted on a pro-rata basis from each bi-weekly pay check. Effective upon the date of ratification of the Memorandum of Agreement, which amends the collective bargaining agreement from January 1, 2002 to December 31, 2004 between the City and CSEA Local 1000, by CSEA members, co-payments for office visits will increase from $5.00 to $10.00. Effective January 1, 2006, co-payments for office visits and x-rays will increase from $10.00 and $5.00 respectively to $15.00.

The health insurance plan shall be as currently in effect and may be changed by mutual consent of the Association and the City and includes: a) Large Case Management; b) Mandatory Ambulatory Surgery; c) Psychiatric Day Care; d) Pre admissions review for Large Case Management; e) Major Medical Deductibles of $100/$300 for employees with regular earnings of $24,999 or less and $200/$400 for employees with regular earnings of $25,000 or more; and f) prescription co-pays of $0 for generic drugs and $7 for non-generic drugs.

The City will provide the GHI preferred dental and pay the full premium cost for same.

The City will provide the CSEA - Employee Benefit Fund "Platinum 12" Optical Plan and pay the full premium cost for same. GHI Optical shall not be included in the plan.

Section 17.1 Health Insurance Cost Containment, Prescription Drugs

The City and the CSEA agree to engage in a plan to contain the rising cost of prescription drugs. The plan will consist of the following:

1) Replacement of prescribed brand name drugs with generic drug or lower costing equivalent;

2) If an employee objects to this replacement, the employee's physician will be the final decision-maker as to which drug will be provided to the employee;
3) Should the employee’s physician agree to the replacement, brand name drugs may be purchased providing the employee pays the difference between the brand name drug and the appropriate replacement drug;

4) Prescribed maintenance drugs will be purchased through the mail order program;

5) The City will select a sole source retail provider for this service;

6) The City agrees to provide documentation which will explain and provide guidance for members who will be using this cost containment program.

Section 17.2 Health Insurance Committee

The City and the CSEA agree that the rising cost of health insurance is a City-wide problem that ultimately will necessitate a City-wide resolution. The parties agree to the concept of exploring the scope of the current Health Insurance Committee to allow the committee to design and manage a City-wide health plan with the intent of removing this issue from collective bargaining. The composition and ground rules of the committee shall be jointly agreed upon between the City, the CSEA, and other bargaining units.

Section 17.3 Health Insurance Sell Back

Employees who have access to health insurance coverage other than through the City shall be eligible to refuse health insurance coverage from the City and will receive one-third (1/3) the annual premium cost of individual coverage if eligible for individual coverage or one-third (1/3) the annual family premium if eligible for family coverage. Such payments shall be made annually, on the first payday in December, in a separate check.

Employees electing to refuse such coverage shall notify the Employer prior to December 1 of each year. New employees shall notify the Employer within thirty (30) days of employment as to their election of health insurance coverage or of the sell-back.

Employees who opt out of the Health Insurance Plan shall provide to the Employer proof of other coverage. Such proof shall be provided by the employee to the Employer upon request by the Employer at any time during the year, within five (5) days of any
such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the Employer’s Health Insurance Plan on the first day of the month following the unfulfilled request and the buy out payment shall be pro-rated to that date.

Should an employee lose such other coverage for any reason through no fault of his own, the employee shall notify the Employer of such loss of coverage and shall be enrolled in the Employer’s Health Insurance Plan on the first of the month following such notification and the buy out payment shall be prorated to that time. Pro-ration shall be based on months per year. (1/12th of total for each month out of the plan.)

Should this section (17.3) of this agreement become the basis at anytime for the diminution of the health insurance benefits provided in this agreement, in any manner whatsoever; this section (17.3) shall be considered null and void, and the parties hereto shall meet to negotiate alternatives to same.

Section 17.4 Wellness Program

Both the City and the CSEA recognize the value of encouraging healthy life styles and preventative health measures. Healthy employees are more productive, use fewer City funded medical services and are best able to provide for the needs of their families.

To encourage and enhance health, the City and the CSEA will establish a wellness program. This program will be designed by a joint committee of the CSEA and the City and will consist of such elements as:

Smoking Cessation

Hypertension Screening

Stress reduction and other preventative and educational issues as seem appropriate by the Committee.

Both the City and the CSEA fully encourage participation in the program(s), but the decision to participate shall be on a voluntary basis.

It is the intent of the parties that the cost of basic screening and education shall be borne by the City. Additional
costs beyond the basic program shall be borne by the employee or the Health Insurance Plan.

ARTICLE 18: RETIREMENT BENEFITS

The City, pursuant to, and in accordance with, Sections 30 and 33 of the New York State Retirement and Social Security Law (hereinafter referred to as the "Retirement Law"), as enacted as of January 1, 1979, shall pay to the New York State Retirement System (hereinafter referred to as the "Retirement System"), during each calendar year of this Agreement, a sum sufficient to allow for the following retirement benefits, as defined herein, which may be received from the Retirement System by each member of the bargaining unit following retirement.

Section 18.1 Description of Benefits.

The sum to be paid by the City to the Retirement System, as provided herein, shall be sufficient in amount to provide the following retirement benefits only as the following retirement benefits are established as of January 1, 1979, by the respective sections of the Retirement Law cited herein below.

A. Twenty-year retirement, as presently provided for in Section 75-I of the Retirement Law;

B. Tier 3 benefits, as presently provided for in Articles 14 and 15 of the Retirement Law;

C. Tier 4 benefits, as presently provided for in Article 15 of the Retirement Law;

D. The credit for certain World War II service as presently provided for in Section 41(k) of the Retirement Law; and

E. The guaranteed ordinary death benefit, as presently provided for in Section 60 of the Retirement Law.

The provisions of this Article shall continue in effect the retirement benefits to which a member would have been entitled from the Retirement System had the member retired on December 31, 1978.
Section 18.2 Payment of Unused Sick Leave Benefit for Retirees.

Effective July 1, 1994, any employee with ten (10) years or more service with the Employer and who retires, shall have the option of taking pay for fifty (50%) percent of his unused sick leave or of leaving his accumulated sick leave to pay his portion of his health insurance premiums subsequent to his retirement.

Should the retiring employee opt to leave his sick leave to pay for his portion of the health insurance, then that employee shall be credited with one hundred (100%) percent of the unused sick leave at his then current daily rate to pay for such retiree health insurance. (This in no way impacts the practice of the Employer paying fifty (50%) percent of the retiree's health insurance premiums for the first three (3) years following retirement).

Section 18.3 Health Insurance for Retirees.

The City agrees to provide health insurance benefits for employees who retire under the term of this agreement for a period of one hundred twenty (120) months. In order to be eligible for such benefits, employees must meet the following criteria:

(A) Twenty (20) years continuous full-time service preceding retirement;

(B) Receiving a pension from the NYS and Local Employees Retirement System, or are;

(C) Drawing a disability pension from the Social Security System.

Should a retiree be married and die during the 60 month period, the surviving spouse shall be entitled to the balance of the 60 month retiree health insurance.

The provisions of this section 18.3 shall apply only to the benefit of employees who retire during the term of this agreement and who meet the criteria set forth above. Health Insurance benefits for past employees who retired prior to the beginning date of the term of this agreement, shall be determined in accordance with the terms of the collective bargaining agreement in effect at the time of retirement.

It shall be the employee's responsibility to apply for these
benefits in the Personnel Department.

ARTICLE 19: WAGES

Section 19.1 Base Pay.

All employees shall be entitled to the salary and wage increases granted by the City under this contract. The wage schedules annexed hereto are based as nearly as possible on a wage increase of three percent (3%) effective January 1, 2005, based upon wages in effect on December 31, 2004; a wage increase of three percent (3%) effective January 1, 2006, based on wages in effect on December 31, 2005. Employees who retired from City service between January 1, 2005, and the date of ratification shall receive the above referenced raises on a pro-rated, retroactive basis.

Section 19.2 Increments.

A. All employees shall move from the minimum steps on the pay ranges for their classifications to the maximum steps in annual increments.

B. Those employees who have not reached the maximum steps for their classification shall be eligible for increments and shall receive said increment on the first (1st) pay period beginning in January of said years.

3. Annual step increments shall be denied for poor attendance, to be defined as four (4) undocumented occurrences of sick leave in a six (6) month period between 1/1 and 12/31.

4. Implementation of paragraph C of this Agreement shall be on an individual basis only and shall not be deemed in any manner to be considered a waiver of the automatic step movement for all other employees nor a waiver of any rights provided under the "Tri-borough Doctrine."

Section 19.3 Longevity Increments.

All employees shall receive a longevity increment at the 10th, 15th, 20th, and 25th year of service as per the following rates:

10th Year $800.00
15th Year  An Additional $400.00
20th Year  An Additional $400.00
25th Year  An Additional $400.00
30th Year  An Additional $400.00*

* (Effective January 1, 2003)

For the purposes of this Article, 10th year anniversary date shall mean the first day after the employee's 10th year. Payments at the 10 year level shall be made on the employee's anniversary date of service years 10-14. Payments at the 15 year longevity level shall be made on the first day after the completion of the employee's anniversary date of service years 15-19. Payments at the 20 year longevity level shall be made on the first day after the completion of the employee's anniversary date of service years 20-24. Payments at the 25th year longevity level shall be made at the employee's anniversary date of service years 25-29 and payments at the 30th years longevity level shall be made on the first day after the completion of the employee's anniversary date of service year 30 and on each successive anniversary date while the employee is on payroll status with the Employer.

Above annual payments shall be made in a lump sum with separate check on the payroll period following the completion of an employee's anniversary date.

Section 19.4 Shift Differential.

All employees working other than the scheduled daytime hours shall receive shift differentials as follows:

A. Second Shift, 3:25 p.m. - 11:25 p.m., or 3:55 p.m. to 11:55 p.m. -- ten cents ($.10) per hour.

B. Third Shift, 11:25 p.m. - 7:25 a.m., or 11:55 p.m. to 7:55 a.m. -- ten cents ($.10) per hour.
Section 19.5 Call Back/Call In Pay.

(a) Employees called back to work after the completion of their regularly scheduled work shift shall be guaranteed a minimum of two (2) hours pay at the overtime rate for each occurrence. Employees who are called in to work on their days off or prior to the start of their regularly scheduled shifts shall be guaranteed a minimum of two (2) hours pay at the overtime rate for each occurrence.

Any employee called in prior to the start of his regularly scheduled work shift shall also be allowed to work his full regularly scheduled work shift. All hours worked in addition to a regularly scheduled work shift shall be paid at the overtime rate, provided the employee works his full work shift.

(b) Animal control officers required to wear a beeper shall receive Twenty Dollars ($20.00) for each day regardless of whether they are called in or not. Should such an employee be called-in, paragraph (a) of this section shall apply for each such call-in.

(c) The City shall provide a lap top computer, modem, and internet access at a reduced rate of $10.50 per month to Information Technology (IT) Department personnel. Such personnel shall be allowed to use this equipment and internet for personal use. Cell phones shall be provided IT personnel. If IT employees actually work overtime, such employees will be compensated in accordance with terms and conditions provided in the agreement. In lieu of on-call stipends currently being received, IT personnel shall be compensated in accordance with the provision of Article 16.5 and 19.5 of the collective bargaining agreement.

Section 19.6 Out-of-Title Pay.

The City agrees to commence out-of-title payment to qualified employees commencing on the first full day of performance in an out-of-title capacity by the employee. Out-of-title pay shall only apply to those performing duties of a classification which are more complex than the duties called for in the employee's permanent classification. Out-of-title pay shall consist of the pay rate which provides the employee with an increase to the same step on the out-of-title salary schedule as the employee who is performing the out-of-title would receive in Section 19.7 below.

It is agreed that employees receiving on-the-job training in order to become qualified to perform competently in an out-of-title
classification shall not be eligible for out-of-title pay until declared as such by management, so as not to impair the ability of both the City to develop its employees and individual employees to develop themselves.

The activities of an office or clerical worker who sits at the desk of an ill or vacationing employee shall not be considered to constitute out-of-title work since rarely, if ever, can the substituting employee provide the continuity of work generally associated with the true context of acting in an out-of-title capacity.

Section 19.7 Promotions.

An employee who is promoted to a classification with a higher pay scale than their former classification shall be placed in the step in the new classification which provides him with a pay increase of at least one (1) increment of the new pay scale.

Section 19.8 Pay Period.

Effective two (2) weeks after approval by the City Council of this Agreement, the parties agree that all members of the Association will be paid on a bi-weekly basis.

Employees working night schedules shall be paid on the Thursday proceeding the regular pay day. Department supervisors, or their designees, shall have the pay checks available at the place of employment no later than the termination of the scheduled night shift.

Section 19.9 Credit Union.

The City will deduct funds to remit to local credit union(s), as authorized by employees in writing.

Section 19.10 ASE and CDL Fees.

(A) The City will pay all ASE fees in advance for Auto Mechanics. Upon successful completion of the certification, the Mechanic will provide proof of such certification to their immediate supervisor. In the event that the Auto Mechanic fails or withdraws from the course, or otherwise fails to obtain the
certification, the Auto Mechanic shall reimburse the City the entire cost of originally paid by the City.

(B) The City will pay the cost of CDL renewals for all employees required to maintain same, upon presentation of proof of cost of renewal. Any additional level or class of CDL which is not required as part of maintaining employment with the City shall not be subject to reimbursement by the City.

Section 19.11 Termination Pay.

The City shall provide the following terminal pay benefits to any member of the bargaining unit who, during the term of this Agreement:

1. Retires, either voluntarily or due to a disability; or
2. Voluntarily terminates employment; or
3. Is involuntary terminated from employment by the City.

Such employees described above (hereinafter referred to in this Article as "terminating employees") shall receive the compensation provided for herein as of the Friday following the end of the second payroll period following the date of retirement, voluntary termination, or involuntary termination. Terminating employees will not be eligible for terms of employment or benefits after the date of termination, with the exception of retiree benefits provided in Section 18.3 herein.

Section 19.11(a) Termination Wages.

A terminating employee shall be entitled to all unpaid wages earned.

Section 19.11(b) Termination Longevity Compensation.

A terminating employee shall be entitled to all unpaid longevity compensation earned.

Section 19.11(c) Termination Overtime Pay.

A terminating employee shall be entitled to all unpaid
Section 19.11(d) Termination Vacation Pay.

A terminating employee shall be entitled to compensation at the daily rate set forth in the Official Wage Schedule for the respective classification in which the terminating employee is then employed, equivalent to the monetary value of his earned and unused vacation.

A terminating employee's earned and unused vacation shall include the vacation benefits earned by him between January 1 of the calendar year in which employment terminates and the date of termination. The unused vacation benefit described herein shall be pro-rated on the basis of one-twelfth (1/12th) of the vacation benefits to which he would be entitled in accordance with Article 12 of this Agreement, for every month in which he was continuously employed for at least a major portion (51%) of the days after January 1 during the year in which employment terminates.

Section 19.11(e) Termination Sick Leave

Any employee with ten (10) years or more of service with the City, at time of termination of employment, whatsoever the reason, with the exception of layoff, shall be paid for fifty (50%) percent of their unused sick leave at their current daily rate. Employees with three (3) years or more service with the City and who are laid off as a result of a reduction in force, shall be paid for fifty (50) percent of their unused sick leave at their current rate.

Section 19.12 Individual 125K Accounts

Effective the first available opportunity after ratification, the City agrees to establish with the Plan Administrator individual 125K accounts for those employees covered by this agreement, who elects this option. The initial plan year for 2005 shall be the remaining balance of 2005, with all other plan years to follow on a calendar year basis.

ARTICLE 20: SAFETY AND HEALTH

The City shall make reasonable provisions for the safety and health of the members of the bargaining unit during the working
hours of their employment.

Section 20.1 Safety Standards.

All members of the bargaining unit shall be governed by the safety standards as set by the safety committee and approved by the City Council. Any violation of safety standards shall be grounds for suspension or dismissal, depending on the seriousness of the infraction as determined by the safety committee and approved by the City Manager.

Section 20.2 Annual Physicals and Immunizations.

All members of the Sewer Maintenance Division and Solid Waste Division shall be entitled to receive annual physical examinations by the City physician, at no cost to the employee. In addition, these employees shall receive tetanus and typhoid immunization through the County Health Department, as considered appropriate by the County Health Commissioner.

Section 20.3 Safety Committee.

A Safety Committee consisting of three (3) representatives designated by the Association and three (3) designated by the City shall be established. Additional members may be appointed by the City, as needed, as a subcommittee. The subcommittee members may be replaced as the subject matter dictates. The subcommittee is a working group; it shall have no voting power. The Safety Committee shall hold meetings at times determined by the Committee, during regular working hours, (Association committee members shall not suffer any loss of earnings or benefits for said meetings). In no event shall such meetings exceed one per month, unless an emergency situation arises and shall convene at 2:30 p.m. on any scheduled work day.

The function of the Safety Committee shall be to advise the City on matters concerning health and safety, but not to handle grievances or any other matters pertinent to conditions of employment, except those as defined herein. The Safety Committee shall consider existing practices, equipment and rules related to safety and health, formulate suggested changes and recommend adoption of any practice, equipment and rules.

All herein defined suggestions and rules which are recommended
by the Safety Committee shall be submitted to the City for consideration and for any such action as the City may deem necessary, consistent with the City's responsibility to the employees during their hours of work.

It shall be the responsibility of the Safety and Health Committee to encourage supervisors and employees to make suggestions concerning and to keep the Committee advised of health and safety measures and alert the Committee of any hazards that may exist in the department.

Section 20.4 Defensive Driving Course

Effective January 1, 2001, all employees shall be offered the defensive driving course recognized by New York State for point/insurance reductions and the Employer shall absorb the cost of such course. The defensive driving course shall be offered and employees will be allowed to participate in a manner that will allow for the continuation of the benefits of the program. (Currently every three (3) years.)

ARTICLE 21: PROMOTIONS, VACANCIES, NEW JOB OPENINGS, AND OUT-OF-TITLE ASSIGNMENTS

Section 21.1 Job Openings.

As permanent, extended seasonal, or project openings occur within the bargaining unit, all currently employed and qualified members of the bargaining unit will be so notified of such and may apply. These positions shall be publicized by memorandum and posted on bulletin boards. These memoranda should request interested candidates to advise the City of their desire for consideration.

Section 21.2 Posting Requirements.

When above mentioned job openings occur that cannot be filled under layoff and recall procedures, such openings shall be posted on bulletin boards for a period of five (5) working days. Those interested will bid for the opening by applying for the job in
writing at the Personnel Office within the five (5) day posting period. Such an employee will be given a receipt showing his name, job applied for, and date of application.

Notice of promotions and changes of shift shall be furnished to the Association President and posted on the Association bulletin boards, with accompanying date of such change.

**Section 21.3 Filling of Vacancies.**

Above mentioned job openings shall be filled within a reasonable period of time after the required posting and selection procedures are completed. Even though a job is posted, if such work becomes unavailable, the City is not obligated to fill the posted job.

Interested employees who applied within the posting period shall be given due consideration for such job openings first within their own department, and second within the bargaining unit.

**Section 21.4 Fair Trial Period.**

The City has the right to terminate a successful bidder in less than thirty (30) working days if a fair trial has demonstrated lack of competence in the City's judgment. Should an employee fail to qualify in the new position, he shall be returned to his former job title at his former rate of pay without loss of benefits or rights.

**ARTICLE 22: PERSONNEL FILES**

The members of the bargaining unit will receive copies of all materials placed in their personnel files. The employee shall have the right, upon reasonable notice, to review his file in the presence of the Personnel Director and to respond to anything deemed to be adverse, if the employee believes he has been unjustly dealt with. The City will not place any document referring to a grievance in the employee's personnel file.
ARTICLE 23: UNIFORMS AND EQUIPMENT

Section 23.1 Uniforms.

Each member of the bargaining unit in the following titles shall be required to wear uniforms provided by the City:

Automotive Mechanic
Tree Trimmer
Welder
Parks Specialist I/II
PSSI/II
Solid Waste Specialist I/II
Jr. Engineer
Parking Enforcement Officer
Animal Shelter Supervisor
Animal Control Officer

A. The following uniform items shall be issued to employees at the time of initial employment and replaced thereafter for fair wear and tear:

1. Five (5) shirts.
2. Five (5) tee shirts.
3. Five (5) pairs of pants.
4. One (1) set of insulated Carharts, either coveralls or jacket and bib overalls, at the employee’s discretion, (SWS only), every other years beginning September 1, 2002 and subsequently, each September 1st of all years ending in an even number.

B. The City shall bear the cost of laundering expenses for the uniforms issued to employees who are regularly assigned to the Sewer and Fleet Maintenance Divisions of the Department of Public Services.

C. Employees shall be granted a one hundred fifty ($150.00) dollar per year safety shoe allowance by voucher to be utilized at a local vendor per the City’s purchasing policy. Specifications are to be established by the City Safety Committee. Such allowance will be made available to the employees during the month of January each year.
Section 23.2 Equipment Allowance.

Auto Mechanics will receive an allowance of three hundred ($300.00) dollars per year for tools to be used in the course of their employment. Said allowance will be paid no later than March 31st of each year by the City. In return, each Auto Mechanic shall provide to the City a descriptive receipt for the purchased tools no later than November 15th of each year for the total expenditure. Should the receipt(s) for the three hundred ($300) dollar allowance not be provided to the City, the remainder shall be treated as taxable income.

Section 23.3 Rain Gear.

The Employer shall provide (a) rain gear; (b) reflective vests and (c) gloves to all "outside" employees. Such provided gloves shall be limited to four (4) pair per year per employee. The Employer shall have the option of providing additional pairs of gloves in circumstances the Employer deems to be unusual or necessary.

ARTICLE 24: RESIDENCY

Effective September 21, 1993, members of the bargaining unit shall be allowed to reside within the limits of the County of Chemung.

ARTICLE 25: PUBLIC INFORMATION

A copy of all City Council agendas, to which the Association would be entitled in accordance with the New York State Open Meeting Law, will be made available to the Association at the Office of the City Clerk at the time distribution of the City Council agenda is made to the members of the City Council.

A copy of any directive or budget adopted by the City Council which concerns the wages, hours of employment, grievances and other terms and conditions of employment of the members of the bargaining unit, to which the Association would be entitled in accordance with the New York State Freedom of Information Law, will be made available to the Association.
ARTICLE 26: DURATION OF AGREEMENT

Section 26.1 Duration.

This Agreement shall commence January 1, 2005 and continue until December 31, 2006. In the event a subsequent agreement is not reached before December 31, 2006, this Agreement shall continue in effect until such time as a new agreement is reached. Subsequent contract negotiations shall commence pursuant to the Taylor Law, as presently written or hereafter amended.

Section 26.2 Entirety of Agreement.

This document constitutes the entire Agreement between the parties hereto and no verbal statement shall supersede or modify any of its provisions. All previous memorandum of agreement are superceded by this agreement.

Section 26.3 Amendment.

This Agreement shall be subject to amendment at any time by mutual consent of the parties. Any amendment shall be reduced to writing, signed by the parties, ratified by the members of the bargaining unit and approved by the City Council. Any amendment shall take effect immediately upon ratification by the members and approval by the City Council, except as otherwise provided in the amendment.

Section 26.4 Printing of Agreement.

The City shall print a sufficient number of copies of the signed Agreement within a reasonable time after the Agreement is signed and shall deliver such copies to the Association President or his designee for distribution to all members of the bargaining unit.

Section 26.5 Safe Harmless Clause:

Effective with the 1996 Agreement, this document has been edited and reconstructed in order that it be more "reader-
friendly". The intent of the parties in accomplishing this is: a) remove duplication among various Articles; b) realign various Articles in order that the subject matter pertaining to a specific issue be contained within an "Issue Specific" Article; c) remove possible inconsistencies among various Articles and/or Sections thereof, that may have occurred as a result of previous negotiations; and d) provide a printed Agreement in a form that more closely adheres to "The Norm, or commonly accepted format". It is agreed by and between the parties hereto, that the changes provided for herein, are for form only, and are not to be interpreted to be for a change in substance and/or practice, other than those changes contained in the Memoranda of Agreements pertaining to the January 1, 1993 through December 31, 1993 and the January 1, 1994 through December 31, 1995 contract settlements and should there be any disagreement between the Agreement in effect prior to January 1, 1993 and this Document, the 1991-1992 Agreement shall be utilized and shall prevail as the controlling instrument.

Whenever the context so requires, the use of the words in this agreement in the singular shall be construed to include the plural and words in the plural, the singular. Words, whether they be in the masculine, feminine or neuter genders shall be construed to include all of said genders. By use of the aforementioned genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 27: LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established with no more than three members for each party. Committee members shall consist of those individuals involved in the agenda items. The Association President and/or his designee shall always be one of the Association's committee members.

The purpose of this committee is to foster improved labor relations. This committee is not for grievance or discipline resolution.

Meetings shall be held no more than once per month, by agenda from the party calling the meeting. Agreement arising out of these meetings shall be reduced to writing and signed and dated by both parties.
Article 28: ALCOHOL AND DRUG TESTING

The following procedures shall apply to those tested for alcohol or controlled substances with the Federal Department of Transportation, Federal Highway Administration, Controlled Substance and Alcohol Use Testing Rules:

1. Employees who test positive for alcohol or controlled substance shall be offered a referral for rehabilitation through the Employee Assistance Program (EAP) as limited below.

1A. In addition to the referral for rehabilitation provided for herein, the employee remains subject to discipline for the positive drug or alcohol testing, which for the first offense shall not exceed a five (5) day suspension without pay, and for a second offense shall not exceed a ten (10) day suspension without pay. For a third positive test, the employee shall be subject to termination regardless of whether the maximum suspensions provided hereunder for the two prior offenses were utilized.

2. Opportunities for referral through the EAP rehabilitation shall be limited as follows:

1) For alcohol and/or controlled substance use or abuse, a maximum of two referrals during a five (5) year period of employment with the City of Elmira.

2) A third positive test result during employment shall result in termination of the employee.

3. Any employee relieved of work as a result of a positive test may utilize their accrued vacation and personal leave time banks. Sick leave banks may only be used while receiving treatment under the EAP referral that requires the employee’s absence from work.

Article 29: ANNUAL PERFORMANCE APPRAISAL

Both parties agree to a performance appraisal policy in a side
letter.
APPENDIX A: SALARY PLAN OF THE CITY OF ELMIRA

GRADE 1
NO TITLES CURRENTLY ALLOCATED

GRADE 2
NO TITLES CURRENTLY ALLOCATED

GRADE 3
TYPIST

GRADE 4
ACCOUNT CLERK
CLERK TYPIST
STENOGRAPHER

GRADE 5
ACCOUNT CLERK-TYPIST
SENIOR CLERK
SENIOR CLERK-TYPIST
SENIOR TYPIST

GRADE 6
DEPUTY CITY CLERK
POLICE INFORMATION CLERK
PARKING ENFORCEMENT OFFICER
PROPERTY EVIDENCE CLERK

GRADE 7
SUPERVISOR OF ANIMAL SHELTER

GRADE 8
ADMINISTRATIVE AIDE
ANIMAL CONTROL OFFICER
CASHIER
MICROCOMPUTER REPAIR TECHNICIAN
MICROCOMPUTER REPAIR SPECIALIST
SECRETARY TO POLICE CHIEF
SENIOR ACCOUNT CLERK
SENIOR ACCOUNT CLERK TYPIST
SENIOR STENOGRAPHER

GRADE 9
ASSessor’S AIDE
BUILDING INSPECTOR/CODE ENFORCEMENT OFFICER
PERMIT CLERK
RECORDS CENTER COORDINATOR
VICTIMS ASSISTANCE COORDINATOR
WEBMASTER

51
YOUTH PROGRAM COORDINATOR

GRADE 10
MICROCOMPUTER SPECIALIST

A COPY OF ALL JOB DESCRIPTIONS ARE AVAILABLE THROUGH THE CIVIL SERVICE COMMISSION OFFICE.
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APPENDIX B: REPRESENTED TITLES

Classifications

Account Clerk
Account Clerk Typist
Administrative Aide
Animal Control Officer
Animal Shelter Supervisor
Assessor’s Aide
Automotive Mechanic
Bldg. Inspector/Code Enforcement Officer
Cashier
Clerk Typist
Deputy City Clerk
Jr. Engineer
Microcomputer Repair Specialist
Microcomputer Repair Technician
Parking Enforcement Officer
Parks Specialist I
Parks Specialist II
Permit Clerk
Police Information Clerk
Public Services Specialist (PSS) I
Public Services Specialist (PSS) II
Records Center Coordinator
Secretary to the Police Chief
Senior Account Clerk
Senior Account Clerk Typist
Senior Clerk
Senior Clerk Typist
Senior Stenographer
Senior Typist
Solid Waste Specialist I
Solid Waste Specialist II
Stenographer
Tree Trimmer
Typist
Welder
Youth Program Coordinator