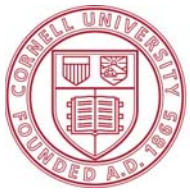

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Contract Database Metadata Elements

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Cortland, City Of And Csea (Dpw & Youth Bureau Units)

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AGREEMENT

BETWEEN THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

AND

THE CITY OF CORTLAND, NEW YORK

January 1, 2000 - December 31, 2002

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

23 members

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AGREEMENT

Made this _____day of_____19___by and between the CITY OF CORTLAND, hereinafter referred to as the EMPLOYER, and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CI0 hereinafter referred to as the ASSOCIATION.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

Section 1. Purpose

The purpose of this agreement is to promote harmonious relations between the parties, and to establish equitable procedures for the resolution of differences, and to establish the rates of pay, hours of work, and working conditions of the Association. The parties acknowledge that this agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the foregoing subjects and incidental matters relating thereto, and the Association hereby waives its rights to raise any other topics or demand discussions on any other matters relating to terms and conditions of employment during the term of this agreement.

Section 2. Equal Employment Opportunity

A. Acknowledging the moral principles inherent in federal and state legislation, the parties to this agreement hereby affirm that they shall ensure equal opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, national origin, religious beliefs, handicap, marital status, political affiliation or belief.

B. It is furthermore affirmed the concept and philosophy that equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.

C. All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE II

Section 1. Applicable Law

This agreement shall be subject to all federal, state and local laws. Should any provision of this agreement, or any supplement thereto, be held invalid or unconstitutional by operation of law or by the decision of any court of competent jurisdiction, such provision shall be deemed separate, distinct and independent, and such action shall not affect the validity of the remaining portions thereof. The parties hereto agree to honor the remaining portions of the contract and to meet for the purposes of renegotiating that portion declared invalid or unconstitutional.

ARTICLE III

Section 1. Recognition and Collective Negotiation Unit

A. The Employer recognizes the Association as the sole exclusive representative of the employees in the following units: Public Works Department and Youth Bureau. Employees shall not include part-time, seasonal, temporary and auxiliary personnel, clerical personnel, the Superintendent, Deputy Superintendent, and Acting Superintendent of any department.

B. The Employer agrees that the Association shall be the sole and exclusive representative for all of the employees described in Article III, Section 1.A. above for the purpose of collective negotiations and grievances for the maximum period permitted by law.

C. The Association affirms that it does not assert the right to strike against the Employer or to assist and participate in any such strike or impose any obligations upon its members to conduct, assist, or participate in such a strike. "Strike" shall include any type of work stoppage, slowdown, or any other concerted interference with normal efficient operations.

D. The collective negotiating unit shall consist of all of the employees of the various departments and units referred to in Article III, Section 1.A. above.

E. The Employer agrees to deduct biweekly from the wages of each employee and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and/or any CSEA-sponsored insurance premiums for the employees authorizing said deductions.

The Employer shall deduct biweekly from the wages of each employee in the bargaining unit who is not a member of the Association, the amount equivalent to the membership dues levied by the Association and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The Association affirms that it has adopted and will adhere to the procedure for refund of agency fee deduction as required in Section 208.3 of the New York State Civil Service Law.

The Association shall indemnify, defend and hold the Employer harmless against any and all claim, demand, suit or liability which may occur for compliance with this section.

F. The Employer shall provide to the Association unit president on an annual basis a list of all employees in the bargaining unit, including name, home address, social security number, job title, membership status and starting date of employment.

G. The Association Representative and/or Association Insurance Representative shall have the right to visit employees on the job for purposes of administering the agreement providing there is no unreasonable interruption of work caused by such meeting.

H. The Association president or his/her designee shall be granted three (3) paid days per year to attend Association conferences providing the Employer is notified at least one (1) week in advance of said conference.

ARTICLE IV

Section 1. Wages

A. The Employer and the Association agree that the wage schedule for all bargaining unit employees shall be the schedules provided for in Article VI.

B. Said schedules shall be effective from January 1, 2000 through December 31, 2002.

C. Wage increases are as follows for all employees hired prior to December 31, 1999.

Effective 1/1/2000 - $.48 per hour
Effective 1/1/2001 - $.50 per hour
Effective 1/1/2002 - $.50 per hour

D. Effective January 1, 1997, the City will make an IRS 125 Program and a Deferred Compensation Plan available to CSEA members at their option.

Section 2. Newly Hired Employees

A. All new employees, upon being hired, shall be subject to a 90 day probationary period. The employee shall be paid at the appropriate wage schedule rate for the position in accordance with the wage schedule in Article VI.

B. The wage of any part-time employee shall be set by his respective departmental head.

Section 3. Definition of Hourly Employees

A. For the purpose of this contract, the following shall be considered hourly employees:

DEPARTMENT OF PUBLIC WORKS
Motor Equipment Operator, Heavy
Motor Equipment Operator, Light
Laborer
Sewer Maintenance Worker
Sewer Heavy Equipment Operator
Mason
Head Automotive Mechanic
Automotive Mechanic
Automotive Mechanic Helper
Public Works Supervisor(I)
Public Works Supervisor(II)
Engineering Technician
Heavy MEO/Mechanic

YOUTH BUREAU
Youth Motor Equipment Operator/Mechanic
Maintenance Man

ARTICLE V

Section 1. Longevity

A. All hourly paid employees shall be entitled to a longevity increase in accordance with the following schedule:

Completed Years of Continuous Service	2000	2001	2002
5	.50/hr.	.50/hr.	.50/hr.
10	.79 "	.79 "	.79 "
12	.89 "	.89 "	.89 "
14	.94 "	.94 "	.94 "
16	1.04 "	1.04 "	1.04 "
18	1.09 "	1.09 "	1.09 "
20	1.19 "	1.19 "	1.19 "
22	1.24 "	1.24 "	1.24 "
24	1.29 "	1.29 "	1.29 "
25	1.34 "	1.34 "	1.34 "
30	1.39 "	1.39 "	1.39 "
35	1.44 "	1.44 "	1.44 "

B. Longevity shall be accumulated on a continuous, uninterrupted service basis, not including authorized leave of absence. The foregoing longevity schedule shall be non-cumulative, i.e., there shall be no carry-forward or pyramiding of longevity.

ARTICLE VI

Section 1. Workday, Workweek and Overtime

A. The normal workweek shall be 40 hours per week, eight hours per day, Monday through Friday. The normal workday shall consist of eight hours per day, commencing at 7 a.m. and ending at 3:30 p.m., except during winter shift months (Dec. 1 - Mar. 31) when the hours shall be 7 a.m. to 3 p.m.. It is understood that not every department represented by this agreement can comply with the exact starting time and quitting above. Deviations of one hour in the a.m. and two hours in the p.m. are acceptable providing that no employee is deprived of a

continuous eight-hour workday. The Employer's need for and right to require overtime is recognized, and the Employer shall have the right to assign such overtime. Overtime worked is to be compensated for on the basis of time and one-half (1 1/2) the salary schedule rate, including any addition, i.e. shift differential, longevity, etc., made a part of this article or compensatory time off, insofar as the latter is permissible under the federal Fair Labor Standards Act. Overtime is any time worked over eight hours per day or 40 hours per week.

B. All employees who are required to work on off-duty hours shall have the option to decide whether he should receive pay for said overtime or compensatory time off. The employee shall notify his supervisor by the end of the pay period if he elects compensatory time off; failure to so notify the supervisor will result in payment for such work. In the event that the employee decides to take time off, it must be done in each calendar quarter. Requests for the use of compensatory time off must be made no less than 24 hours prior to the time off requested. Such requests shall not be unreasonably denied and notice time may be waived in case of an emergency.

C. If any employee is required to remain on duty over eight hours, then he shall be compensated with compensable time off, or shall receive salary in lieu thereof, the minimum of which shall be one hour.

D. If an employee has left the job and is re-called after normal working hours, the minimum shall be three hours of overtime pay.

E. If an employee is required to be on standby or remain on standby, he shall receive 1/2 hour pay for every one hour on standby.

The employee shall inform the Employer where he, the employee, may be contacted while on standby.

F. Whenever a night shift is required by the Employer, said night shift hours shall be between the hours of 3 p.m. and 7 a.m. Any employee required to work a night shift shall be entitled to an additional stipend as set forth below for 3 p.m. to 11 p.m. shift and for the 11 p.m. to 7 a.m. shift, in addition to the basic wage rate.

Eff. Date	3 PM to 11 PM	11 PM to 7 AM
1/1/2000	$.65/hr.	$1.05/hr.
1/1/2001	$.70/hr.	$1.10/hr.
1/1/2002	$.70/hr.	$1.10/hr.

G. Any other employee covered by this agreement, who shall be assigned to a shift any part of which is included between the hours of 3 p.m. and 7 a.m. shall for all such hours worked in that time period be entitled to the same payment as set forth in the immediately preceding paragraph.

H. All employees shall be notified at least 48 hours in advance of any change to be made in his work shift, except in case of emergency.

I. Without respect to the number of hours of overtime worked, an employee shall be entitled to work his normal work shift if he so elects.

J. Any employee if called by the Employer, while he is on vacation or holiday, shall have the option of not returning to work, except in case of emergency.

K. Any employee who is called to work during vacation or

holiday period shall be paid time and one-half (1 1/2) plus compensatory time off for each hour worked or paid at regular rate and the rate of one and one-half (1 1/2) hours for each hour worked and compensatory time off.

L. Employees shall receive two additional hours of overtime if he works Christmas two consecutive years.

M. Employees shall be entitled to $6.00 meal money, with no requirement to produce a receipt, after working four continuous hours of unscheduled overtime.

N. CITY OF CORTLAND BASIC HOURLY WAGE SCHEDULE

Employees Hired Prior to December 31, 1996:

DEPARTMENT OF PUBLIC WORKS	2000	2001	2002
Motor Equipment Operator, Heavy	15.73	16.23	16.73
Motor Equipment Operator, Light	15.29	15.79	16.29
Laborer	14.94	15.44	15.94
Sewer Heavy Equipment Operator	15.73	16.23	16.73
Sewer Maintenance Worker	15.44	15.94	16.44
Mason	15.29	15.79	16.29
Head Automotive Mechanic	17.73	18.23	18.73
Automotive Mechanic	15.49	15.99	16.49
Automotive Mechanic Helper	15.38	15.88	16.38
Public Works Supervisor (I)	18.65	19.15	19.65
Public Works Supervisor (II)	18.45	18.95	19.45
Engineering Technician	17.11	17.61	18.11
Heavy MEO/Mechanic	15.73	16.23	16.73
YOUTH BUREAU			
Youth Motor Equipment Operator/Mechanic	15.73	16.23	16.73
Maintenance Man	15.23	15.73	16.23

Any employees hired on or after January 1, 2000 shall be paid per the following New Hire Salary Schedule. Effective January 1, 2001, the schedule shall be increased 50 cents per hour for each job class. Effective January 1, 2002, the schedule shall be increased an additional 50 cents per hour for each job class.

NEW HIRE SALARY SCHEDULE

Employees Hired on or after January 1, 2000:

DEPARTMENT OF PUBLIC WORKS	2000	2001	2002
Motor Equipment Operator, Heavy	12.39	12.89	13.39
Motor Equipment Operator, Light	11.95	12.45	12.95
Laborer	11.60	12.10	12.60
Sewer Heavy Equipment Operator	12.39	12.89	13.39
Sewer Maintenance Worker	12.10	12.60	13.10
Mason	11.95	12.45	12.95
Head Automotive Mechanic	14.39	14.89	14.39
Automotive Mechanic	12.15	12.65	13.15
Automotive Mechanic Helper	12.04	12.54	13.04
Public Works Supervisor (I)	15.31	15.81	16.31
Public Works Supervisor (II)	15.11	15.65	16.11
Engineering Technician	13.77	14.27	14.77
Heavy MEO/Mechanic	12.39	12.89	13.39
YOUTH BUREAU			
Youth Motor Equipment Operator/Mechanic	12.39	12.89	13.39
Maintenance Man	11.89	12.39	12.89

Employees hired from July 1, 1999 to December 31, 1999 shall revert to the new hire rate of the year 2000 plus 48 cents per hour effective January 1, 2000. Starting January 1, 2001, they shall receive an additional 50 cents per hour, and effective January 1, 2002, an additional 50 cents per hour.

ARTICLE VII

Section 1. Sick Time/Personal Time

A. As of January 1, 1983, all full-time employees hired prior to January 1, 2000 shall accumulate sick time at a rate of a minimum of one and one-half (1 1/2) days per month.

Any employee hired on or after January 1, 2000 shall accumulate the following number of sick days:

- The first full 12 mo. of employment: 1 day per month.
- The next 24 mo. of employment: 1.25 days per month.
- Starting the 37th mo. of employment: 1.5 days per month.

At retirement the employee shall have the right to convert one-third of all accumulated sick time into cash.

B. An employee reporting sick must notify the department at least one hour prior to the start of the employee's tour of duty. Sick leave shall not be granted unless such notification is made but instead will be considered as unauthorized time off without pay.

C. A doctor's certificate may be required at the Employer's option and expense as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. The Employer shall inform the employee within three hours of his calling in sick that it requires him to go to a doctor to obtain a doctor's certificate, provided that if his shift starts after 12 noon, he shall be be required to see a doctor before the next day unless the Employer can make an appointment for him on the day he calls in sick. The Employer shall not abuse this requirement for a doctor's certificate.

D. Under no circumstances will any combination of sick leave benefits with welfare of worker's compensation benefits exceed an employee's regular daily or weekly rate of pay period.

E. Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked and shall in no event apply to an employee's scheduled day off, holiday vacation, leave of absence, or to any day for which an employee has received full pay from his Employer.

F. Employees shall receive three (3) personal days per year. Whenever possible, department heads should receive reasonable notice of intent and must give their permission for such use of personal time. Employees must request the use of personal time no less than 24 hours prior to the day(s) requested and the use of personal time is subject to the approval of the appropriate department head. Notice time may be waived in case of an emergency. Employees shall be allowed one additional personal day per year the use for which is restricted only for family-related or medically-related purposes. There shall be no carry-forward of excess personal days from one calendar year to another.

ARTICLE VIII

Section 1. Vacation

A. All employees shall receive vacation time with pay under the following schedule:

After 6 months of continuous service	1 week of vacation
After 1 year of continuous service	2 weeks of vacation
After 5 years of continuous service	3 weeks of vacation
After 15 years of continuous service	4 weeks of vacation
After 20 years of continuous service	4 wks. plus 2 days' vac.
After 25 years of continuous service	4 wks., plus 2 days, plus 3 days add'l paid in cash

For the purposes of this section continuous service shall be broken by a quit or discharge.

B. An employee has the option to work one week's vacation per year at his straight hourly wage.

C. Employees shall have the option to carry over one (1) week of vacation into the following calendar year. This carry-over week must be used no later than July 31st of that year.

D. Employees shall have the option to convert up to 10* days of vacation to cash. *Not inclusive of 3 days' paid vacation for 25+ year employees.

ARTICLE IX

Section 1. Health Insurance and Life Insurance

A. The Employer agrees to continue to provide a plan of sickness, accident and health insurance, including prescription program. The total cost of said sickness, accident and health insurance plan shall be borne by the Employer. The payment on the prescription drug card shall be $4.00.

B. The Employer agrees to provide at its own cost, a policy of life insurance in the sum of $6,000.00 on the life of each employee with the right of each employee to select his own beneficiary.

C. The Employer further agrees that in the event any changes with reference to the above plan are made that such new or substituted plan will be at least as good as the present plan above mentioned.

D. Each employee, hired prior to January 1, 2000, receiving health insurance coverage from the Employer shall be required to contribute ten percent (10%) of the premium. This contribution shall commence as of February 1, 1995 and shall affect all covered employees.

E. Employees hired on or after January 1, 2000 shall be required to contribute twelve percent (12%) of the health insurance premium for their first three full years of employment. Effective after their third anniversary, they shall pay at the same contribution rate as the other employees in the unit. In no event shall the new hires pay a lesser percentage than the more senior employees.

F. An eligible employee who, after receiving full information about the health insurance benefits available elects not to join the health insurance plan, shall be paid fifty percent (50%) of the premium for individual coverage for each month he(she) does not join such plan, payable in the first payroll period in December each year. Any employee opting out of the health insurance coverage shall be required to provide evidence of coverage in another health insurance plan.

G. Employees shall be permitted to apply accumulated sick leave in order to receive health insurance coverage upon retirement subject to the following conditions:

1. Employees retiring between January 1, 2000 and December 31, 2004:

   a) Employees who have accumulated at least 265 days of sick leave shall be able to convert that accumulated sick leave for fully paid health insurance minus deductions at retirement. (Refer to Section H.)

   b) Employees who have accumulated less than 265 days of sick leave shall be able to convert 160 days on a 3-for-1 basis and any additional time on a 1-for-1 basis for the payment of health insurance.

   c) Employees opting to convert accumulated sick leave into cash shall be permitted to convert up to 160 days on a 3-for-1 basis, only.

2. Employees hired prior to December 31, 1996 and retiring on or after January 1, 2005:

   a) Employees who have accumulated at least 290 days of sick leave shall be able to convert that time for fully paid health insurance minus deductions at retirement. (Refer to Section H.)

   b) Employees with less than 290 days of accumulated sick leave shall be able to convert 160 days on a 3-for-1 basis and any additional time on a 1-for-1 basis for the payment of health insurance.

   c) Employees opting to convert accumulated sick leave into cash shall be permitted to convert up to 160 days on a 3-for-1 basis, only.

3. Employees hired after December 31, 1996 and retiring on or after January 1, 2005:

   a) Employees who have accumulated at least 325 days of sick leave shall be able to convert that time for fully paid health insurance minus deductions at retirement. (Refer to Section H.)

   b) Employees with less than 325 days of accumulated sick leave shall be able to convert 160 days on a 3-for-1 basis and any additional time on a 1-for-1 basis for the payment of health insurance.

   c) Employees opting to convert accumulated sick leave into cash shall be permitted to convert up to 160 days on a 3-for-1 basis, only.

H. Any employee who has completed 18 years of service may convert all unused holidays, vacation time, and compensatory days allowed by this agreement earned after the 18th year into sick time for health insurance benefits only. The conversion of sick time allowed by this section shall occur at the end of the calendar year, or prior to an employee's effective date of retirement if the employee's retirement date occurs prior to the end of the calendar year. All converted time shall be added to the employee's bank of sick time and will be posted effective December 31 of each year.

I. Retired employees shall contribute a percentage towards their monthly health insurance premium. This percentage shall be fixed at the percentage that the retired employee contributed as an active employee in the contract year that his retirement became effective.

J. In the event a retired employee who has earned fully paid health insurance for life should die, his spouse and dependent children shall remain on the coverage. The period that such dependent children may remain on such coverage shall be governed by the City's contract with the insurance carrier.

ARTICLE X

Section 1. Retirement

A. The Employer agrees to provide a retirement plan for all employees known as Section 75-g of the New York State Employees Retirement System. This retirement plan shall provide for 1/2 pay at age 55, the 1/50th plan for 25 years service.

B. In computing the service years for retirement, each employee will be entitled to credit for time spent in military service

during World War II up to a maximum of three years as provided in Section 41-k of the Retirement and Social Security Law. The cost of this plan shall be borne solely by the Employer.

ARTICLE XI

Section 1. Holidays

A. All employees shall be entitled to the following paid holidays:

New Year's Day	Columbus Day
*Lincoln's Birthday	*Veteran's Day
*Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
*Independence Day	Floating Holiday
Labor Day	

*Department of Public Works employees may elect to work these days, at no additional pay, and receive compensatory time for these days to be taken during the week in which July 4th falls as a holiday.

B. If an employee is required to work on the above holidays, he shall be paid time and one-half (1 1/2) for the hours worked on said holiday, and be given compensatory time off (hour for hour) for hours actually worked.

C. If any of the foregoing holidays fall on a Sunday, then the employee shall be entitled to the following Monday. If the holiday should fall on a Saturday, the employee will be entitled to the Friday before the holiday.

D. None of the above mentioned holidays shall interfere with the normal operations of any of the departments covered under this contract.

ARTICLE XII

Section 1. Clothing

A. The Employer shall provide within two months of the execution of this agreement, at its sole expense and for each employee whose work requires it, the following clothing items: water boots, job-related rain gear, gloves, and coveralls. These items shall be the exclusive property of the Employer, shall be used solely during working hours, and shall not be removed from the Employer's premises, except when being used in a job-related activity. In no event shall any employee be required to use boots belonging to any other person.

B. The Employer shall provide a clothing allowance of three hundred dollars ($300.00), per employee, as of January 1, 2000 and each January 1st thereafter, for the term of this agreement. This allowance is to be used exclusively towards the purchase of work-related clothing. The clothing style and quality shall be chosen by majority vote of contract employees with final approval by the City Administration.

Section 2. Safety Equipment

A. Both parties recognize the importance of safety on the job and will adhere to all reasonable safety requirements. The Employer shall provide appropriate safety equipment for each employee as necessary at the Employer's expense. Any employee who suffers damage

or loss of eyeglasses that meet approved safety standards shall have them replaced or be compensated by the Employer for their full value. Damage and/or loss must be reported on the same workday that it occurs.

1. The Employer will provide employees with any necessary protective safety equipment such as: rain gear, gloves, hard hats, steel-toe shoes, safety glasses, etc., without cost; including replacement of same, as deemed necessary and appropriate by the department heads involved.

2. The Employer will provide adequate manpower to any job assignment where a hazardous condition may exist. The department head will take whatever immediate action is required to eliminate any such hazard.

3. The Employer will provide inoculations necessary for the safety of the employees associated with sewer maintenance.

ARTICLE XII-A

Section 1. Job Bidding, Layoffs, Recall and Seniority

A. Subject to the provisions of any state law, if the Employer determines to fill a permanent vacancy (not caused by vacations, illness, leave or similar reason), a written notice of the opening indicating the job duties and rate shall be posted on the bulletin board(s) for a period not less than two (2) working days. Any employee may signify to the Employer in writing during that period an interest in being considered for the opening. The Employer shall make his selection on the basis of seniority when two or more applicants are qualified for the position. If no employee has bid, the vacancy may be filled by outside hiring.

B. The first thirty (30) days on the new job shall be considered a trial period. If the Employer determines that the job is not being satisfactorily performed, the employee shall be returned to his former job and the position shall be filled using above provision (A), if feasible.

C. Where it becomes necessary for the Employer to abolish, reduce, suspend or demote positions, the same shall be made, within each class or job title, in the inverse order of original appointment. An employee so reduced shall not be required to perform any of his previous duties against his will.

D. Employees who have been laid off or who have been demoted as a result of a layoff shall be recalled to their former position in inverse order of layoff or demotion prior to the hiring of any new employees to fill those positions.

E. Seniority is defined to mean the accumulated length of continuous service with the municipality, computed from the last date of hire.

F. An employee's length of service shall not be terminated or reduced, but shall continue to accumulate during authorized leave of absence without pay or a layoff except as hereinafter provided, but shall not continue to accumulate during such period of absence.

G. An employee's length of service shall be lost and employment terminated if any of the following occur:

1. Discharge;
2. Resignation;
3. Failure to return promptly upon expiration of authorized leave;
4. Absence for three consecutive working days without leave or notice.

H. A master seniority list will be prepared after the effective date of this agreement, with a copy posted on the bulletin board of the unit. The list shall be revised not less often than once a year. The list shall be final and binding unless a grievance is filed within five working days following the date of posting on the bulletin board.

ARTICLE XIII

Section 1. Grievances and Disputes

A. Grievances and disputes concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure, provided that the grievance is filed within two (2) working days of its occurrence or the Employer's knowledge thereof:

1. Any employee who believes he has a grievance may present such grievance, in writing, to his immediate supervisor, in an attempt to adjust the matter, and, if the matter is not satisfactorily adjusted in such manner, the employee may request that the president of the Association, or the Association's representative, to meet with the employee's immediate supervisor for the purpose of attempting to adjust the grievance.

2. In the event the grievance is not satisfactorily resolved as provided above, within five (5) working days of the time it is presented, it shall then be immediately presented in writing by the Association representative to the department head or his designee for settlement.

3. If the grievance is not satisfactorily resolved by the employee's department head within five (5) days of the time it is presented, then it may be presented in writing to the Mayor and the Director of Administration and Finance of the City of Cortland, or their designee, who shall, upon five (5) working days notice given to the interested parties, hold an informal hearing at which the parties or their representatives and witnesses will be given an opportunity to present their respective positions. After hearing all parties interested in the matter, the Mayor and Director of Administration and Finance or his designee, shall render a decision in writing upon the facts developed, within ten (10) working days after said hearing.

4. Either party may within five (5) days notice after the decision of the Mayor and the Director of Administration and Finance request the American Arbitration Association (Syracuse Office) to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issue presented, and shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively. Either party may challenge the arbitrator's decision in accordance with Article 78 of the CPLR.

5. All responses from any representative(s) of the City shall be made in writing with a copy to the grievant and to the Association grievance representative.

6. In the event that the parties reach a satisfactory resolution to the grievance, the parties shall reduce such agreement to writing, have it duly signed by the Association and the City, and shall distribute copies of the agreement to all affected parties including the grievant.

7. The parties may, by mutual agreement in writing, extend the time periods set forth above for responding to or appealing a grievance.

ARTICLE XIV

Section 1. Reciprocal Rights

A. The Association recognizes the right of the Employer to manage, but not in conflict with the terms and conditions of this contract. The Employer recognizes the responsibilities to direct the work force so that the dignity of labor and of the individual shall be protected.

1. The Employer shall so administer its obligation under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

2. The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the heads of the various departments, or his or their designees. A duly authorized

representative of the Association, designated in writing, after reporting to the office of the Superintendent, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Association representative shall state the purpose of his visit. Except in an emergency, at least four hours' advance notice must be given. Such visits shall not be permitted to interfere with, hamper, or obstruct normal operation.

3. The employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose, the maintenance of harmonious and cooperative relations between the Employer and employee and the uninterrupted operation of government. Such employees, as well as all officers of the Association, shall be designated in writing with copies to the Director of Finance and Administration, and all affected department heads.

Section 2. Discipline and Discharge

A. 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 Employer. It is also the intent of this article to provide for a swift and judicious alternative for handling discipline and discharge matters in lieu of Section 75 and 76 of the New York State Civil Service Law.

B. Disciplinary action shall include 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 Association at each step of the discipline and discharge procedure.

C. Service of the Notice of Discipline shall be made by personal service or by registered or certified mail, return receipt requested, to the employee with a copy sent to the unit president or his/her designee.

D. The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought 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 Association within five (5) work days after receipt of Notice of Discipline if he/she disagrees with it. An employee shall not be disciplined for acts which occurred more than eighteen (18) months prior to Notice of Discipline.

E. Employees shall 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 an Association representative. If settlement is reached, the agreed upon terms shall be reduced to writing and the employee shall waive, in writing, his rights to the procedure outlined herein.

F. In instances when disciplinary action is to be preferred against an employee, the employee shall not be suspended from employment prior to the completion of the third step of the grievance procedure unless the employee presents a danger to the health and/or safety of one's self or another or disrupts the operation of department where the employee is working.

G. Disciplinary actions against employees which are issued may be appealed by filing a written grievance within five (5) workdays after the receipt of such notification by the employee if he/she disagrees with the disciplinary action taken. Said grievance shall be processed by the Association as a step three grievance and, if necessary, through the arbitration step. 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.

H. 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, 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/she may have received on other employment or in the form of any type of state or federal benefits since his/her suspension or discharge from the public service.

I. The arbitrator shall be limited to determining guilt or innocence and the appropriateness of the proposed penalty. If the arbitrator does not agree with the proposed penalty he shall have the power to reduce such penalty. The decision of the arbitrator shall be final and binding upon all parties. The fees and expenses of the arbitrator shall be shared equally between the Association and the Employer.

J. Time limits hereinabove specified may be extended only by mutual written agreement between the Association and the Employer.

Section 3. Management Responsibility

A. It is recognized that the management of the department, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the City. Accordingly, the City retains all rights, except as they be specifically modified in this agreement, including, but not limited to selection and direction of the working forces: to hire, suspend or discharge for cause; to make reasonable any binding rules which shall not be inconsistent with this agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc., to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering, and the control of equipment and materials; and to purchase services of others, contract or otherwise.

ARTICLE XV

Section 1. Education Benefits

A. Any employee who is required or wishes to avail himself of any job-related education courses, not during working hours, shall be entitled to have the cost of the tuition for such job-related courses, paid for by the Employer with approval of the employee's immediate department head. Whether or not a course is job related shall be determined by the department head.

B. When an employee is out of town on an extended assignment or attending a job-related training course, he shall be entitled to the following per diem:

Breakfast allowance:	$4.00
Lunch allowance:	$6.00
Dinner allowance:	$7.00

C. The following shall be paid to any City employee required to take lodging out of town:

1. Motel/hotel rate, expenses to be paid at current rates where employee is sent on City business or for training schools.

D. If an employee is required to use his personal automobile for official City business or for transportation to an approved training school, he will be compensated therefore at a rate of twenty-six cents ($.26) per mile. However, City-owned vehicles shall be utilized whenever possible.

Section 2. Funeral Leave

A. In the event of a death of one of the following members of an employee's family, parents, including foster or step-parents, spouse, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other relative who is a member of his household, the employee shall be excused from work at his request to attend the funeral and shall be paid on a daily basis for all days lost on the date of the funeral and the two (2) preceding days, providing that all of those days were regularly scheduled workdays of the employee.

B. In the event of the death of an employee's or spouse's grandparents, the employee shall be excused from work at his request to attend the funeral shall be paid on a daily basis for the day of the funeral and the preceding day.

C. The Superintendent may grant additional funeral leave at his discretion. Such additional leave will be taken from the employee's sick time.

D. It is the intention of the preceding that an employee shall be entitled to funeral leave only for the time which would otherwise have been worked.

Section 3. Military Duty

An employee whose absence is necessitated by his/her engagement in the performance of military duty shall be granted a leave of absence during the period of such activity with no loss of time or pay not to exceed a total of thirty calendar days or twenty-two working days, whichever is greater, per calendar year as provided by law.

Section 4. Jury Duty

Employees called to serve on jury duty shall receive the difference between their jury-duty pay and their regular salary. However, any employee who is called to serve on jury duty must report to work if there are more than four hours left in his duty assignment after discharge from jury duty.

ARTICLE XVI

Section 1. Labor Management Program

A. The Employer and the Association agree to establish a joint Labor Management Committee for the purpose of providing communication and discussion for attempted resolution of employment problems and safety and health issues between the Employer and employees.

B. The Labor Management Committee shall consist of three people selected by the Employer and three people selected by the Association. Meetings of the committee shall be held bimonthly, or at other times mutually agreed to between committee members.

Section 2. Driver's License

The Employer agrees to reimburse each employee the cost incurred in excess of $35.00 for obtaining his/her Commercial Driver's License.

Section 3. Personnel Records

A. An employee shall have the right to examine his/her own departmental personnel records at any reasonable time during normal business hours upon request to the Superintendent. Such examinations

shall occur in the presence of the department head or his/her designee.

B. An employee shall have the additional right to receive copies of material placed in his/her personnel file. The Superintendent shall maintain a written record of the material(s) initially furnished to each employee and subsequent copies of the same material shall be furnished to each employee at his/her expense, (the current copying cost per page assessed to the general public.)

ARTICLE XVII

Section 1. Embodiment of Agreement

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

ARTICLE XVIII

Section 1: LEGISLATIVE ACTION

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

Section 2. TERMINATION OF AGREEMENT

IT IS FURTHER UNDERSTOOD THAT THIS AGREEMENT SHALL BE BINDING IN THE EVENT THAT A NEW AGREEMENT CANNOT BE NEGOTIATED BY JANUARY 1, 2003, INSOFAR AS THE PRECEDING IS PERMITTED BY LAW, EXCEPT IN THE EVENT THAT TERMINATION IS AGREED UPON BY BOTH PARTIES CONCERNED.

Section 3. ENACTMENT OF AGREEMENT

THE AFORESTATED AGREEMENT BEING DEEMED EQUITABLE BY THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. AND THE CITY OF CORTLAND, WE NOW ENDORSE SAID AGREEMENT ON THIS 7 DAY OF Dec, 1999.

FOR THE CITY OF CORTLAND

Ronald T.Walsh, Jr.
Mayor

Witnessed by:

Andrew Damiano, Director of
Administration and Finance

FOR THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Gino Sonnacchio
CSEA Unit President

Edward (Bud) L. Mulchy
Labor Relations Specialist

MEMORANDUM OF AGREEMENT

The undersigned agrees to present Section 41-j of the New York State and Local Retirement System to the Common Council for consideration of adoption, in the event such adoption has no monetary impact upon the City. Said section allows for up to 165 unused sick days to be used in the employee's benefit calculation upon retirement.

Signed:
Andrew J. Damiano, Director
Adiministration & Finance

Dated: 7/27/99