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Union: **Elmira School Traffic Officers Organization**

Local:

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CE/6779

AGREEMENT
BETWEEN
THE CITY OF ELMIRA, NEW YORK
AND
THE ELMIRA SCHOOL TRAFFIC
OFFICERS ORGANIZATION
SEPTEMBER 1, 2005 - AUGUST 31, 2008

RECEIVED

JUN 14 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made this 2nd day of ~~August~~^{September}, 2005, by and between the City of Elmira, New York (hereinafter referred to as "City") and the Elmira School Traffic Officers Organization (hereinafter referred to as the "Organization").

WITNESSETH:

WHEREAS, the City is a municipal corporation in New York State and the Organization is the duly recognized bargaining agent for City employees classified as School Traffic Officer or Substitute School Traffic Officer, with respect to wages, benefits, and other terms and conditions of employment; and

WHEREAS, the collective bargaining agreement between the parties will expire on August 31, 2005; and

WHEREAS, the parties have negotiated terms and conditions of employment to be contained in a successor agreement and wish to memorialize such terms and conditions.

NOW, THEREFORE, the City and Organization agrees as follows:

1. Unless otherwise noted below, all terms and conditions of the collective bargaining agreement to expire on August 31, 2005, its schedules and appendices shall be continued, for the term September 1, 2005 through August 31, 2008;
2. A 3% salary increase effective September 1, 2005; and additional 3% salary increase effective September 1, 2006; and a 3% salary increase effective September 1, 2007, as listed and contained in the attached Schedule A (revised);
3. Amend Section 22 (A) to read as follows:

Each member shall accrue one (1) sick leave day (2.5 hours) for each completed month of continuous employment for the duration of each school calendar year during the remainder of this Agreement, as provided herein, up to a maximum of ten (10) sick leave days, twenty five (25) hours, during each school calendar year. Members may accrue a maximum of twenty (20) days/fifty (50) hours sick leave.

4. Amend Section 16(A) to increase annual clothing allowance from \$100 per year to \$125 per year.
5. Amend Section 16(D) replacing seventy-five percent (75%) with eighty percent (80%).
6. Add a new Section 16 (E) to read as follows:

Members shall be provided car cleaning coupons valued at twenty five (\$25) per year by the City, to clean members vehicles used for City business. Such coupons will be provided on December 1 of each year. If a member leaves City service, unused coupons will be returned to the City immediately.

Unless contained within this Memorandum of Understanding, the parties agree that no other changes to the 2002-2005 Agreement have been negotiated, except for editorial or grammatical changes to clarify the language of the existing agreement.

City of Elmira, New York

By William O'Brien
J. William O'Brien, II
Mayor

**Elmira School Traffic
Officers Organization**

By Alice J. Erickson
Alice J. Erickson
President

Resolution No. 2005 - 281

Dated: Aug. 31, 2007

Dated: 9-2-05

(1) THE COLLECTIVE-BARGAINING UNIT

The appropriate collective-bargaining unit covered by this Agreement shall be all part-time employees employed by the City as School Traffic Officers, pursuant to Section 208-a of the New York State General Municipal Law.

(2) CLASSIFICATIONS

The employees employed by the City in the Bargaining Unit shall be classified, for the payment of wages, seniority, and other purposes, as follow:

SCHOOL TRAFFIC OFFICER/ SUBSTITUTE SCHOOL TRAFFIC OFFICER

The employees employed by the City in the classification of School Traffic Officer or Substitute School Officer may be referred to herein collectively as “members” of the bargaining unit, or individually, as a “member” of the bargaining unit.

(3) EMPLOYMENT OF SCHOOL TRAFFIC OFFICERS

An employee shall become a member of the bargaining unit when employed as a School Traffic Officer or a Substitute School Traffic Officer and shall remain a member while employed.

The City shall have the right to offer employment to a School Traffic Officer during any period when school might be in recess. Refusal of employment in a classification other than School Traffic Officer will not jeopardize a member’s status as a School Traffic Officer.

(4) EMPLOYMENT OF SUBSTITUTE SCHOOL TRAFFIC OFFICERS

In the event a member of the bargaining unit is unable to work a shift for any reason or when otherwise necessary, the City may, as a Management Right, employ an employee in the classification of Substitute School Traffic Officer for the period deemed necessary by the City.

An employee shall become a member when employed as a Substitute School Officer and shall remain a member while continuously employed as a Substitute School Traffic Officer.

Except for the payment of earned wages, as provided in Article 15 of this Agreement, a Substitute School Traffic Officer shall not be entitled to receive any other benefits set forth in this Agreement.

A Substitute School Traffic Officer may be terminated by the City, without cause at any time, as a Management Right.

In the event a Substitute School Traffic Officer and during the term of this Agreement, receives a written permanent appointment to a post position, the Substitute School Traffic Officer shall be reclassified to School Traffic Officer - Base, and shall thereafter be entitled to all the benefits of such a member, as provided in this Agreement.

In the event a Substitute School Traffic Officer receives a written permanent appointment to a post position, the Substitute School Traffic Officer shall be granted seniority, as provided in Article 10 of this Agreement.

(5) ORGANIZATION RECOGNITION

In accordance with Section 204 and 208 of the Civil Service Law, the City recognizes the Organization as the exclusive collective bargaining representative, with appropriate unchallenged representation status, for all members of the bargaining unit, for purposes of collective negotiations in respect to wages, hours of employment, grievances and other terms and conditions of employment.

(6) NO STRIKE AGREEMENT

The organization agrees that, in accordance with applicable law, neither the Organization, nor any member of the bargaining unit, shall induce or engage in any strike, slowdowns, work stoppage, mass absenteeism or induce any mass resignations during the term of this Agreement.

(7) NO DISCRIMINATION

It is the continuing policy of the Parties that this Agreement shall be applied to all members of the bargaining unit without regard to race, color, religious creed, national origin, sex or membership in the Organization.

It is the further continuing policy of the Parties that this Agreement shall be administered in a manner consistent with, and in furtherance of, the Affirmative Action Program of the City.

In this regard, the Parties recognize the importance of preventing barriers which would tend to discriminate against minorities and women in seeking employment with the City.

The Organization, in support of the Affirmative Action Program of the City, agrees to assist the City totally in providing greater opportunities for minorities and women seeking employment with the City.

To this end, the Organization agrees to assist the City in administering the Affirmative Action Program of the City, by, amongst other things:

Participating in all meetings concerning School Traffic Officers conducted by the City in connection with the Affirmative Action Program of the City. The City will notify the President of the School Traffic Officers Organization; and

Assisting in evaluating job specifications in an effort to eliminate job qualifications which are not job related, and which would present barriers to the employment of minorities and women in the City; and

Assisting to obtain necessary changes in the Civil Service System in an effort to provide for more emphasis on job related qualifications; and

Assisting to conduct information programs designed to assist minorities and women in becoming eligible for appointment as a School Traffic Officer; and

Assisting to establish and conduct a Training Program designed to assist minorities and women in becoming eligible for appointment as a School Traffic Officer; and

Assisting in the recruitment of minorities and women; and

Assisting to develop and conduct programs to retain and promote minorities and women in the City.

(8) MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New York and of the United States, and the Charter of the City. Further, all rights which ordinarily vest in and exercised by public employers except such as are specifically relinquished in this Agreement are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the following rights:

- (A) To determine the mission of the City;
- (B) To manage the City's affairs efficiently and economically, including the determination of the quantity and quality of services to be rendered, the control of materials and equipment to be used, and the discontinuance of any services, materials or methods of operation.
- (C) To introduce new or change or eliminate existing equipment, machinery or processes and institute technological changes;
- (D) To determine the number, location and type of facilities and installations, and construct new or improve existing facilities;
- (E) To determine the size of the bargaining unit and increases or decrease its size by hire or layoff;
- (F) To direct the members of the bargaining unit and determine the number of members assigned to any particular job, assignment of operations;
- (G) To hire and lay off members;
- (H) To select members for promotion or transfer;
- (I) To determine the qualification and competency of members to perform available work;
- (J) To discipline, demote and discharge members for cause;

- (K) To permit employees not included in the bargaining unit to perform work of members when in the opinion of the City this is necessary for the conduct of municipal services;
- (L) To establish work schedules;
- (M) To determine lunch periods and rest periods;
- (N) To adopt, revise and enforce working rules;
- (O) To require members to be in good physical condition so that they are able to perform the normal duties of a member, and, to this end, to order a member to take such reasonable steps as may be necessary regarding such member's physical condition;
- (P) To require a member to submit to a physical or psychological examination; and
- (Q) To establish a general policy to provide for training programs, improve member performance and to increase member proficiency.

(9) ORGANIZATION RIGHTS

The City recognizes the right of the Organization to designate, in accordance with the by-laws of the Organization, representatives of the Organization to appear on behalf of the bargaining unit to discuss, subject to Article 33 of this Agreement, wages, hours of employment, grievances and other terms and condition of employment.

An up-to-date list of such representatives shall be provided to the City by the Organization and kept on file in the City Personnel Office.

(10) SENIORITY

- (A) Seniority for members of the bargaining unit shall be defined as the length of the member's continuous employment within the classification of School Traffic Officer as provided herein.

- (B) Seniority shall be computed from the date of the member's original employment as a School Traffic Officer and shall continue to accrue while the member is continuously employed in the classification of School Traffic Officer.
- (C) A Substitute School Traffic Officer shall not accrue seniority while employed as a Substitute School Traffic Officer. In the event a Substitute School Traffic Officer receives a written permanent appointment to a post position the seniority for such a Substitute School Traffic Officer shall be computed from their date of School Traffic Officer appointment.
- (D) Determinations of continuous employment shall be within the discretion of the City.

(11) POSTING OF VACANCIES

In the event a permanent post vacancy arises during the term of this Agreement, and the City determines to fill such a permanent post vacancy, the permanent post vacancy shall be filled by the member of the bargaining unit who has applied for such a permanent post vacancy and who has the longest seniority, subject to the approval of the Traffic Bureau of the Elmira Police Department.

(12) LAYOFF AND RECALL

In the event members of the bargaining unit must be laid off, the layoff shall be conducted in the manner which allows the City the greatest latitude in completing the mission of the City.

Normally, layoffs will be made by order of seniority, and recalls will be made by inverse order of seniority.

It is recognized by the Parties that circumstances may arise which necessitate a deviation from strict seniority order. Where the necessity for a deviation from strict seniority order does arise, the Parties agree to meet and discuss such deviation and reduce any agreement reached concerning such deviation to writing.

(13) HOURS OF WORK

The basic work day for members of the bargaining unit will be comprised of shifts as assigned by the Traffic Bureau of the Elmira Police Department.

(14) WAGES

- (A) The wages set forth in the official schedule (exhibit A) for the school years 2005, 2006 and 2007 shall take effect with the 1st payroll period of the respective school year. The increase over the previous schedule shall be:

September 2005 - 3% (Sept 1, 2005-August 31, 2006)

September 2006 - 3% (September 1, 2006-August 31, 2007)

September 2007 – 3% (September 1, 2007- August 31, 2008)

In the case of an increase in the Federal or State Minimum wage during the life of this contract, the parties agree to re-open contract negotiations with regard to wages only.

A newly employed Permanent School Traffic Officer shall be paid earned Base wages beginning with the first payroll period after the date of initial employment.

- (B) The annual increment applicable to School Traffic Officer - First Year shall take effect and be paid beginning with the first payroll period of the school year first following the member's initial employment. Thereafter, the member shall be entitled to annual increments as set forth in the official salary schedule (exhibit A).
- (C) All permanent School Traffic Officers will receive an annual salary as shown on the Official Salary schedule. The Annual Salary shall be paid bi-weekly, covering 26 pay periods, over fifty-two (52) weeks of school commencing with the payroll period of the first week of school and ending the week preceding the start of school the following year, in accordance with Article 19 of this Agreement.
- (B) Longevity - Longevity pay shall be paid based on the following schedule:

10 full years of service - \$100.00

15 full years of service - \$200.00

20 full years of service - \$300.00

Each employee shall receive an annual longevity payment in a lump sum (minus taxes) in the first payroll period following their 10th, 15th and 20th anniversary. Payments at the 10-year level shall be made on the 1st payroll period following the employee's anniversary date of service for their 10-14 years. Payments at the 15-year longevity level shall be made on the 1st payroll period following years 15-19. Payment at the 20-year longevity shall be made in the 1st payroll period following the employee's anniversary dates of service for 20+ years.

(15) PAY DAY

The members of the bargaining unit shall be paid on a bi-weekly basis and shall receive their pay on Thursday.

(16) CLOTHING ALLOWANCE

- (A) For the term of this contract all members who are employed at the start of the school year which commences in September, shall be entitled to a clothing allowance in the amount of (\$125.00).
- (B) The eligible members shall receive the appropriate clothing allowance described herein at the same time as they receive their first pay check during each respective school calendar year commencing in September on the appropriate year of this Agreement.
- (C) The parties intend that the clothing allowance described herein be provided to the members who are employed at the start of the respective school year commencing in September of the appropriate year of this Agreement. Therefore, no member employed after the start of a school calendar year for the

remainder of that school calendar year, and no Substitute School Traffic Officer, shall be entitled to the clothing allowance described herein.

- (D) If a member terminates his or her employment with the City at any time between September 1st and December 31st of any given year of the agreement, the member must reimburse the City 80% of the clothing allowance, which said money will be used as the clothing allowance for the School Traffic Officer Employed to replace the departing Officer, if any. Said reimbursement will be deducted from the Officer's final paycheck.
- (E) Members shall be provided car cleaning coupons valued at twenty-five (\$25) dollars per year by the City, to clean members vehicles used for City business. Such coupons will be provided on December 1st of each year. If a member leaves City service, unused coupons will be returned to the City immediately.

(17) HOLIDAYS, SNOW DAYS AND SCHOOL CONFERENCE DAYS

- (A) All Permanent School Traffic Officers, subject to the provisions of subparagraph (B) herein below, shall be entitled to the following days off without any loss of pay for said days:
 - (1) Any holiday observed by the Elmira School District or the Catholic School system and for Jury duty.
 - (2) Any snow day(s) declared by the Elmira School District or the Catholic School system.
 - (3) Any school conference days or partial days observed by the Elmira School District or Catholic School system.
- (B) In order to qualify for pay on any of the designated holidays or conference days, the member must work the member's last scheduled day before and the member's first scheduled day after

the holiday unless the member's absence is occasioned by paid bereavement leave, illness or other cause approved by the Director of Personnel.

(18) VACATION

All permanent School Traffic Officers shall earn one (1) week of vacation with pay for each full month worked during the regular school year. Paid sick leave and bereavement leave shall be counted as time worked for the purpose of calculating earned vacation.

This vacation may only be taken during the school summer recess period and shall be paid biweekly during the summer recess period.

A permanent School Traffic Officer who works less than one (1) full month during the regular school year shall earn vacation pro-rated as follow:

$$1 \text{ week's pay } \times \frac{\text{number of days worked in month}}{\text{number of regular work days in month}}$$

Earned vacation shall be paid to any permanent School Traffic Officer who terminates his/her employment for any reason after working at least three (3) full months.

(19) HEALTH INSURANCE

(A) The City agrees to continue the past practice of permitting members of the bargaining unit to participate in the health insurance benefits previously made available to the members, provided the members continue to pay, without reimbursement from the City, all costs associated with the member's participation in the health insurance benefits previously made available to the members. However, only those members with a family, which qualifies for member family coverage according to the terms of the member family coverage policies previously made available to the members, shall be allowed to participate in the member family coverage benefits.

(20) RETIREMENT CONTRIBUTIONS

The City, pursuant to, and in accordance with, 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, for the benefit of each member of the bargaining unit who is enrolled in the Retirement System, a sum sufficient to allow for the following retirement benefits, as defined herein, which may be received from the Retirement System, following retirement, by each member who is enrolled in the Retirement System.

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.

New Career Plan, as presently provided for in Section 75-I of the Retirement Law; and

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

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

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

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

(21) BEREAVEMENT LEAVE

(A) The members of the bargaining unit shall be entitled to a bereavement leave, as provided herein, during the term of this contract.

(B) A bereavement leave not to exceed five (5) consecutive calendar days, with pay at the member's regular wage, shall be

granted to a member upon the death of the member's spouse, natural or adopted child, father, mother, sister, brother, and bereavement leave at regular pay not to exceed three (3) consecutive days for a grandparent, grandchild, father-in-law, mother-in-law, sister-in-law or brother-in-law. A bereavement leave shall be granted only for appropriate consecutive calendar days between the date of death and the date of burial.

- (C) If a death regarding which a member would be entitled to a bereavement leave, as provided herein, occurs while the member is on sick leave, or off duty, the bereavement leave provided for herein shall not be applicable, and shall therefore not be granted, for days for which the members was on sick leave, or off duty.

(22) SICK LEAVE BENEFITS

- (A) Each member shall accrue one (1) sick leave day (2.5 hours) for each completed month of continuous employment for the duration of each school calendar year during the remainder of this Agreement, as provided herein, up to a maximum of ten (10) sick leave days, twenty-five (25) hours during each school calendar year. Members may accrue a maximum of twenty (20) days / fifty (50) hours sick leave.

A member shall not accrue a sick leave day for any month, the major portion being fifty-one percent (51%) on the days, in which the member has not actually worked shifts.

Each sick leave day accrued by a member, as provided herein, shall be added to the unused balance of sick leave benefits accrued by the member, as provided herein, up to a maximum of 20 sick leave days.

Each member shall be entitled for absence on account of the member's illness or injury, which does not arise out of employment not covered by this Agreement, to the unused balance of the member's sick leave benefits accrued by the member, as provided herein.

In order for a member to be entitled to utilize sick leave benefits, as described herein, during each and every school calendar year of this Agreement, the member must actually work at least one (1) shift during the school calendar year in which the member desires to utilize the sick leave benefits described herein.

Sick leave benefits shall accumulate from one school calendar year to the next, and, if not taken during the respective school calendar year when accrued, the sick leave benefits shall accumulate to a maximum of twenty (20) days.

- (B) The basic work day defined in Article 14 of this Agreement shall serve as the basis for computing sick leave days, as provided herein.
- (C) In the event a member is unable to work a shift on account of the member's illness or injury, a member must report the disability to the member's supervisor prior to each schedule shift for which the member is disabled.

The City reserves the right to verify the illness of any member at any time.

A member who is reported ill for three (3) consecutive work days shall be required to submit written proof of admission to a hospital or attendance by a physician prior to reporting back to work and prior to receiving any further sick leave benefits.

(23) ABSENCE FROM SCHEDULED SHIFT

- (A) In the event a member of the bargaining unit is unable to work a scheduled shift, the member must report the inability, and request authorization to be absent from the scheduled shift, no sooner than twenty (20) hours and no later than one (1) hour prior to the commencement of the scheduled shift.

A member must report an inability to work a scheduled shift to, and request authorization to be absent from, the scheduled shift from the member's supervisor.

In the event a member is unable to reach the member's supervisor, within the time requirement set forth herein, to report an inability to work a scheduled shift, the member shall phone 737-5626, within the

time requirement set forth herein, to report the member's inability to work the scheduled shift.

- (B) The failure to report an inability to work a scheduled shift, as required herein, shall constitute a ground for disciplinary action, which may include non-payment of sick leave benefits for the scheduled shift for which absence has not been properly reported.
- (C) A member who has been absent for three (3) consecutive work days due to illness and is unable to return to work as of the date indicated on his/her written proof of illness, shall make every effort to notify his/her supervisor by Noon on the day preceding the expected return to work date. Failure to do so may result in non-payment of sick leave benefits for the scheduled shift for which absence has not been properly reported.
- (D) In the event a member is absent from work without authorization from the member's supervisor, for five (5) consecutive calendar days, the member shall be deemed to have voluntarily terminated the member's employment, effective the first day of the unauthorized absence.

(24) LEAVE OF ABSENCE

In the event a member of the bargaining unit is entitled to sick-leave benefits in accordance with Article 23 of this Agreement, and the member exhausts all sick-leave benefits to which the member would be entitled, the member, except as provided in Article 23 of this Agreement, shall be placed by the City on an unpaid medical leave of absence, for a period not to exceed sixty (60) consecutive calendar days, and the member shall not be entitled to further wage, holiday, bereavement leave and sick-leave benefits, until the member resumes continuous employment covered by this Agreement, within such period of sixty (60) consecutive calendar days, for a period of at least two (2) consecutive work days.

In the event a member who has been placed on an unpaid medical leave of absence voluntarily terminates employment under this Agreement, or is terminated from employment by the City either during, or at the expiration of, the medical leave of absence, the member 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.

(25) RESIDENCY REQUIREMENT

Bargaining Unit Members shall maintain permanent residency within the corporate limits of Chemung County.

(26) TERMINATION BENEFITS

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

- Voluntarily or involuntarily leave employment

A terminating member shall receive the compensation provided for herein no later than the second payroll period following the date of termination.

A terminating member, following the date of termination, 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, except as provided in this Article.

WAGES

A terminating member shall be entitled to all unpaid wages earned in accordance with Article 15 of this Agreement.

VACATION PAY

A terminating member shall be entitled to compensation equivalent to the monetary value of unused vacation earned by the terminating member between September 1st of the school year during which the member terminates and the date of termination.

The unused vacation compensation described herein shall be prorated on the basis of one (1) week earned for each month worked during the regular school year in accordance with Article 19 of this Agreement.

SICK LEAVE

A terminating member who has completed fifteen (15) or more years of service shall be entitled to compensation equivalent to the monetary value of one hundred percent (100%) of up to 10 days of unused sick leave earned by the terminating member between September 1 of the school year during which the member terminates and the date of termination.

(27) MEMBERS' PERSONNEL FILES

- (A) The City shall maintain, through the Personnel Department of the City, one file, relating to wages, hours of employment and other terms and conditions of employment, for each member of the bargaining unit which shall be identified as the member's Personnel File."
- (B) Each member shall receive a copy of any material which is made part of the member's Personnel File.
- (C) Each member, upon written request to the member's Department Head, shall have the right to inspect, in the presence of the Department Head, or a designee of the Department Head, the member's Personnel File.

(28) DISTRIBUTION OF AGREEMENT

The City shall distribute to each member of the bargaining unit a copy of this Agreement within reasonable time following the execution of the Agreement.

(29) DURATION OF AGREEMENT

This Agreement shall take effect September 1, 2005 and shall remain in effect through August 31, 2008.

(30) FUTURE NEGOTIATIONS

Either party may terminate this Agreement, effective August 31, 2008, by serving written notice to the other, prior to March 1, 2008, of its intention to commence negotiations toward a new Agreement. In the event a subsequent Agreement is not reached before September 1, 2008, this Agreement shall continue in effect until such time as a new Agreement is reached.

(31) 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, and 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 this amendment.

(32) SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law, or by any tribunal of competent with, or enforcement of, any provision, should be restrained by operation of law, or by any tribunal or competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

(33) ENTIRE AGREEMENT

The Parties agree that the foregoing constitutes the entire Agreement between the Parties, and that no verbal statement shall supersede any part of the Agreement. For the duration of this Agreement, each of the parties waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement.

(34) STANDARDS OF CONDUCT

1. Health and Safety

The City will attempt to do everything within its control to assure a safe environment and compliance with federal, state, and local safety regulations. You are expected to obey safety rules as identified in the City's Employee Safety Manual as well as safety standards established by your department. You are asked to immediately report any unsafe conditions to your supervisor.

All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear. Such reports are necessary to comply with laws and initiate insurance and workers' compensation procedures. You are responsible for adhering to all safety rules, and acting safely on the job.

To assist in our effort to provide the safest possible work environment for employees, customer and visitors, the City has appointed a safety committee. This committee is comprised of representatives from throughout the organization. The committee exists to help communicate and execute an effective safety program and may be consulted by any employee.

2. Drug and Alcohol Use

Possessing, distributing, transferring, purchasing, selling, using, or being under the influence of alcoholic beverages or illegal drugs while on the City's property, while attending business-related

activities, while on duty may lead to disciplinary action, including discharge.

Physician-prescribed medications are permitted, provided they do not adversely affect job performance or the safety of the employee or other individuals in the workplace.

The City recognizes that employees may wish to seek professional assistance in overcoming drug or alcohol problems. The staff of the City's Employee Assistance Administrator, Family Services of Chemung County, are available to counsel City employees who have problems in this area. EAP can be reached at 737-1353.

3. *Outside Employment*

You shall not engage in outside employment which would impair your independence of judgement or action in performance of your official duties or conflict with the performance of your official duties.

4. *Inquiries From the Media*

The protection of confidential information is vital to the interests of the City of Elmira. From time to time, reporters may call offices or stop by a post to verify information or to receive explanations about departmental activities. You should indicate that the call or visit will be returned, and the supervisor, in most instances the department head, should be informed of the inquiry, so that he/she may take the appropriate action.

5. Sexual and Other Forms of Harassment

As with discrimination on the basis of race, color, sex, religion, age, disability and national origin, the City of Elmira also prohibits sexual harassment of its employees or officers in any form. The City will take all necessary steps to prevent and stop the occurrence of sexual harassment in the workplace. Copies of the City's sexual harassment policy and complaint procedure are available in the personnel office.

All city employees are encouraged to report an incident of sexual harassment to a department head or to the sexual harassment committee as soon as possible. Any person who is found to have committed an act of sexual harassment may be subject to disciplinary action in accordance with the provisions of a negotiated labor agreement or State law.

6. Return of Property

You are responsible for all property, materials, or written information issued to you or in your possession or control. You must return all property of the City of Elmira that is in your possession or control in the event of termination or employment, resignation, or layoff by your last day of work.

7. Additional Standards of Conduct

Potentially, all City services come under the scrutiny of the public. It behooves employees to conduct themselves properly

at all times. The opinions of the public are formed by the manner in which all services are delivered and equipment operated and maintained. Documented discourtesies or abuse of property will not be condoned.

Whenever you receive a complaint or observe a problem regarding a City Service or employee, your response should be concerned and courteous. If the complaint is outside your department's jurisdiction, refer the complaint to the appropriate City office or person (let your supervisor know to forward). If the problem is chronic or remains unresolved, it should be directed to the appropriate department head.

All City employees must obey directives given them by supervisors. All City employees must be ready to begin work at their specified start time and place. If unable to report on time, the employee must notify his/her supervisor. No City employee may engage in gambling on any City property or during work hours. Employees who voluntarily remain in the immediate presence of others who are gambling will be considered participants. City employees shall not misappropriate funds, private property or public property from any vehicle, locker, building or other place.

City employees shall not interfere with the work of others by loitering, harassing, or otherwise interfering with another employee's work. Loitering in the area of a City employee by off duty

employees or non-employees is also prohibited.

Parking private vehicles on City property is permitted only in the designated places. Cars must not be parked in spaces reserved for others.

Employees must file with the Personnel Department, through their Department head or Supervisor, their correct address and telephone number and keep them up-to-date. Changes in withholding exemptions and insurance dependents must be submitted to the Personnel Department.

Tampering with time clocks, time cards or other unauthorized clocking of another employee's time card is prohibited.

All accidents in which City equipment is involved, including injury to animals, must be reported to the employee's supervisor. In case of motor vehicle accidents, the operator shall immediately notify the Police Department and their supervisor, and remain on the scene.

Employees shall not perform private work on City property or perform private work with the use of City owned materials, equipment, tools or labor.

All employees shall treat as confidential the official business of all Departments. Release of confidential information must be with the expressed approval of the City Manager.

Willful insubordination will constitute cause for disciplinary action.

Employees shall not avail themselves of City discounts or tax exemptions when buying items for their personal use.

Smoking on Post or in City buildings is prohibited.

(35) DRESS CODE

REQUIREMENTS ARE:

- 1. Black or blue baseball caps and orange vests provided to us by Elmira Police Department. (note rain coats and winter hats provided to those wishing them).**
- 2. Shirts: men & women - navy blue or light blue, short or long sleeve (long sleeve must wear a plain navy blue tie).**
- 1. Pants: must be dress type pants, navy blue or black.**
- 2. Skirts: navy blue or black, at least to knees (may be skorts to the knees)**
- 3. Jackets: navy blue or black.**
- 6. Raincoats: navy blue or black.**
- 7. Shoes: navy blue, black or dark brown. Shoes must be completely enclosed (toes and heels covered). Flat shoes only, no high heels allowed.**
- 8. Sneakers: black ONLY**

NOT ALLOWED:

- 1. No baseball caps with logos/emblems on them (such as football/baseball teams. No sports or advertising (just School Crossing Guard).**
- 2. No jeans of any color**
- 3. No shorts**
- 4. No advertising on shirts, caps, or jackets of any kind.**

**SCHEDULE A
OFFICIAL SALARY SCHEDULE
SCHOOL YEARS 2005-2008**

ELMIRA SCHOOL TRAFFIC OFFICERS						
		9/1/05	9/1/06	9/1/07		
BASE	ANNUAL	5083.00	5232.50	5388.50		
	BIWEEKLY	195.50	201.25	207.25		
	HOURLY	7.82	8.05	8.29		
1ST YEAR	ANNUAL	5128.50	5284.50	5440.50		
	BIWEEKLY	197.25	203.25	209.25		
	HOURLY	7.89	8.13	8.37		
2ND YEAR	ANNUAL	5232.50	5388.50	5551.00		
	BIWEEKLY	201.25	207.25	213.50		
	HOURLY	8.05	8.29	8.54		
3RD YEAR	ANNUAL	5343.00	5505.50	5668.00		
	BIWEEKLY	205.50	211.75	218.00		
	HOURLY	8.22	8.47	8.72		
4TH YEAR	ANNUAL	5460.00	5622.50	5791.50		
	BIWEEKLY	210.00	216.25	222.75		
	HOURLY	8.40	8.65	8.91		
SUBS	HOURLY	7.56	7.79	8.02		