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#### **Contract Database Metadata Elements**

Title: **Kingston, City of and Kingston City Unit, CSEA, Local 1000 AFSCME, AFL-CIO (2008) (MOA)**

Employer Name: **Kingston, City of**

Union: **Kingston City Unit, CSEA, AFSCME, AFL-CIO**

Local: **Local 1000**

Effective Date: **01/01/08**

Expiration Date: **12/31/11**

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**MEMORANDUM OF AGREEMENT**

**By and Between**

**The City of Kingston**

**and**

**Civil Service Employees Association, Local 1000  
AFSCME, AFL-CIO, Kingston City Unit**

The January 1, 2006 through December 31, 2007 Collective Bargaining Agreement is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable.

1. **Term of Agreement** – January 1, 2008 through December 31, 2011

2. **Article III, Section 2A – Compensation**

Effective January 1, 2008, 3% wage increase.

Effective January 1, 2009, 3% wage increase.

Effective January 1, 2010, 3% wage increase.

Effective January 1, 2011, 4% wage increase.

3. **Article III - Differentials**

Effective January 1, 2008, the shift differential shall be 12%.

4. **Section 5 - Longevity**

Effective January 1, 2009:

<u>Years of Service</u>	<u>Amount</u>
6-10	\$550.00
11-15	\$750.00
16-20	\$1,000.00
21-25	\$1,200.00
26-30	\$1,350.00
31+	\$1,750.00

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

Effective January 1, 2010:

<u>Years of Service</u>	<u>Amount</u>
6-10	\$600.00
11-15	\$800.00
16-20	\$1,050.00
21-25	\$1,250.00
26-30	\$1,400.00
31+	\$1,800.00

Effective January 1, 2011:

<u>Years of Service</u>	<u>Amount</u>
6-10	\$650.00
11-15	\$850.00
16-20	\$1,100.00
21-25	\$1,300.00
26-30	\$1,450.00
31+	\$1,850.00

5. **Article II, Section 3.A** – Modify to provide:

“...and shall include one-half hour lunch each day, Monday through Friday at approximately 11:30 a.m. ...)

6. Add provision to provide as follows:

The transfer station shall be open Saturdays at the discretion of the City and shall be staffed on a rotational overtime basis with qualified and certified personnel.

7. **Article II, Section 3.A.1** – Modify to provide that refuse collection shall commence on Tuesdays at 6:00 a.m. all year.

8. **Article II, Section 3.D – Bus Drivers**

Hours for bus drivers will be as follows:

The a.m. shift shall be seven (7) consecutive hours between 6:00 a.m. and 4:30 p.m.

The p.m. shift shall be seven (7) consecutive hours between 12:45 p.m. and 7:45 p.m. Employees will bid shift assignments, by seniority in November to be effective the following January each year. The City may assign drivers within each shift.

The paratransit operation will be between 6:00 a.m. and 7:45 p.m.

The Saturday paratransit schedule will be based upon the needs of operation.

Part-time bus drivers shall be drivers who regularly work forty (40) hours per month in order to be eligible for benefits.

9. **Article III, Section 7.B** – Modify to provide as follows:

Employees covered under this contract who terminate their employment of their own volition, shall be paid their accumulated time, subject to the provisions of the Collective Bargaining Agreement.

10. **Article III, Section & 2.A** – Move provision to Article II, Section 3.A.1.

11. **Article III, Section & & I** – Add provision to provide as follows:

If an error or mistake is made on a call-out, the employee who was skipped shall be given the next available call-out and will receive no less than the number of hours missed. This provision shall be on a trial basis through June 2009. The parties shall meet prior to June 30, 2009 to discuss whether it should be discontinued.

12. **Article III, Section 10** – Modify to provide as follows:

An employee who works eight (8) hours of overtime on a Saturday, Sunday or holiday, or twelve (12) hours in a work day, Monday through Friday, shall receive a ten-dollar (\$10.00) meal allowance (\$12.00 effective January 1, 2010).

13. **Article VI, Section 1** – Modify to provide that employees must call in and notify the appropriate Department prior to the start of the employee's work day.

14. **Article VII, Section 2 – Hospitalization** – Modify to provide as follows:

1. Effective January 1, 2008, the City shall offer MVP Co-plan 25 with \$5/\$20/\$40 drug card. Employees shall be reimbursed in 2008 to the MVP Co-plan 15 co-pays. Employees shall be reimbursed in 2009 to the MVP Co-plan 20.

2. Employees who elect MVP will contribute towards their health insurance as follows:

2008	\$525
2009	\$550
2010	\$575
2011	\$600

3. The City shall continue to offer the Empire Plan. Employees who select the Empire Plan shall contribute as follows:

2008	\$600
2009	\$700
2010	\$750
2011	\$800

4. Effective January 1, 2008, the City shall eliminate GHI as an option to new employees. For those current employees who wish to remain in GHI they shall contribute the same as employees who elect Empire Plan.

5. Where two (2) employees both work for the City, the City shall offer either two individual plans, or one family plan and a buy out.

6. If a health insurance carrier eliminates or changes a benefit or co-pay, or changes benefits, the City shall not be responsible for those changes.

7. Retirees who select MVP Gold will receive a \$250 bonus.

15. **Article VII, Section 4** – Eliminate “...shall be allowed to use sick leave in addition to receiving disability benefits...”

16. **Article VIII, Section 3.B** – Replace American Arbitration Association with Designated Arbitration Panel.

17. **Article IX, Section 3 – Tuition Reimbursement**

Modify to provide as follows:

An employee who receives tuition reimbursement shall remain employed by the City for a period of three (3) years from the completion of the course. If the employee leaves

employment within the three (3) year period, the employee shall reimburse the City for monies paid by the City.

18. **Article III, Section 8.B** – Modify to provide that stand-by shall be from 3:00 p.m. Friday to the following Friday at 3:00 p.m. Effective January 1, 2009, the stand-by shall be \$125.00; effective January 1, 2011, the stand-by shall be \$150.00.
19. **Article XV, Section 9.4** – Modify twelve (12) month period to twenty-four (24) month period.
20. **Article III, Section 9** - Add provision to provide that bus drivers 1/31/2008-1/31/2008 shall be provided two (2) sweatshirts, hooded or non, at the employee's choice.
21. **Article III, Section 9.B** – Modify to provide that the backup Dispatcher shall receive boot allowance every other year. The boot allowance shall be a maximum of \$125.00 effective January 1, 2009 and \$150.00 effective January 1, 2011.
22. **Article III, Section 11** – Modify tool allowance as follows, which may be by voucher:  

Effective January 1, 2009, \$225.00; effective January 1, 2011, \$250.00.
23. **Article IV, Section 1** – Agreed that employees outside of City Hall will receive the day after Thanksgiving as a floating holiday so long as modification to call-out remains in effect. The parties shall meet prior to June 30, 2009 to discuss.
24. **Article VI, Section 1.B** – Modify 150 days to 155 days; modify 185 days to 190 days and modify 140 days to 145 days.
25. **Article VI, Section 1.B** - Add provision to provide that an employee who has accrued 100 sick leave days may convert 5 vacation days to sick days.
26. **Article VI, Section 3** – Modify to provide 5 days for parent, spouse, child and step-child.

1.11.08

27. **Article VI, Section 5** – Add provision to provide that up to ten (10) employees will be granted release time to attend a quarterly shop steward meeting, with advanced notice to the City.

28. Park Administrator shall be allocated to grade 17.

29. **Article III, Section 9B.1** – Modify to provide that the City shall increase the number of uniforms that are provided by two (2). Modify to provide that the shirts and sweatshirts (hooded or non, at the employees choice) shall either by 100% cotton or a 50-50 blend, at the employee's choice. All mechanic shirts and sweatshirts will be dark in color.

Dated: January 31, 2008

**CITY OF KINGSTON**

By: \_\_\_\_\_

**CIVIL SERVICE EMPLOYEES ASSOC.,  
LOCAL 1000, AFSCME, AFL-CIO,  
KINGSTON CITY UNIT**

By: \_\_\_\_\_

By: \_\_\_\_\_