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Contract Database Metadata Elements

Title: **Saratoga Springs, City of and Saratoga Springs Department of Public Works Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Saratoga County Local 846 (2001) (MOA)**

Employer Name: **Saratoga Springs, City of**

Union: **Saratoga Springs Department of Public Works Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Saratoga County Local 846**

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

Expiration Date: **12/31/04**

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Saratoga Springs, City Of And Csea
Local 846 (Dpw Unit)

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
CITY OF SARATOGA SPRINGS
AND THE

SARATOGA SPRINGS DEPARTMENT OF PUBLIC WORKS UNIT
SARATOGA COUNTY LOCAL 846

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

(1099)

Original 1123 C1
25360 BE
6-26-01

On May 17, 2001 representatives of the Labor and Management negotiating teams concluded contract negotiations for a successor agreement to the January 1, 1997 - December 31, 2000 Collective Bargaining Agreement. It was agreed by the parties, subject to ratification by the CSEA membership and the City of Saratoga Springs, that all terms and conditions identified in the 1997 - 2000 agreement shall be continued in full force and effect except as modified hereafter.

ARTICLE II
RECOGNITION

NEW LANGUAGE

The Employer agrees to provide the Civil Service Employees Association, Inc., a list of all employees in the bargaining unit which shall show the employee's name, address, social security number, job title, salary and membership status. This shall be done on a quarterly basis during each year of the contract. However, it shall be the employees responsibility to notify the Employer as to their current address and/or any change of address. All notices including payroll checks sent will be forwarded to the address last given by the employee and shall be deemed sufficient unless otherwise changed by the employee.

ARTICLE III
DURATION OF AGREEMENT

January 1, 2001 - December 31, 2004.

ARTICLE IV
WAGES AND LONGEVITY

Effective January 1, 2001 3% increase to the 2000 wage schedule.
Effective January 1, 2002 3% increase to the 2001 wage schedule.
Effective January 1, 2003 3% increase to the 2002 wage schedule.
Effective January 1, 2004 3% increase to the 2003 wage schedule.

ARTICLE IV
WAGES AND LONGEVITY

OLD LANGUAGE

Effective January 1, 1999, the longevity schedule will be increased as follows:

5 Years	-	\$250
10 Years	-	\$400
15 Years	-	\$650
20 Years	-	\$800

NEW LANGUAGE

Effective January 1, 2001, the longevity schedule will be increased as follows:

5 Years	-	\$350
10 Years	-	\$600
15 Years	-	\$850
20 Years	-	\$1200

ARTICLE IX
BEREAVEMENT AND PERSONAL LEAVE

OLD LANGUAGE

Section 1. The present policy of allowing employees three (3) days off per death in their immediate family is continued. Immediate family shall be defined as mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, spouse, grandparent, aunt, uncle, grandchild, other person living in the household of the employee, or other family member negotiated by the Union member and Commissioner. One day of bereavement leave shall be permitted in the case of brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

NEW LANGUAGE (DELETE BOLD PRINT)

Section 1. The present policy of allowing employees three (3) days off per death in their immediate family is continued. Immediate family shall be defined as mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, spouse, grandparent, aunt, uncle, grandchild, other person living in the household of the employee, or other family member negotiated by the Union member and Commissioner. One day of bereavement leave shall be permitted in the case of brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

ARTICLE X
WORKDAY / WORKWEEK

NEW LANGUAGE / NIGHT CREW

Section 9. In such instances that the day crew is assigned to work 4AM-12Noon for snow removal, the night crew shall have the option to work 1PM-9AM. However, if more inclement weather is predicted, management may require that the night crew hours remain at 3PM-11PM.

Section 10. The night crew shall have the option to request Easter Sunday off, conditioned that the employee will be required to work on a scheduled day off later in the same workweek.

Section 11. Weekend hours for night crew employees shall be 7AM-3PM subject to the conditions set forth in Section Thirteen (13) of this Article.

Section 12. Effective April 1st through Thanksgiving Day of each year the hours of night crew employees shall be 12PM-8PM subject to the conditions set forth in Section Thirteen (13) of this Article.

Section 13. Nothing contained in Sections Nine (9) and Ten (10) of this Article shall preclude the Commissioner of Public Works and/or his designee from changing the workday/workweek subject to operational needs and a minimum of forty-eight (48) hours written notice.

ARTICLE XII
PERMANENT EMPLOYEES/SEASONAL EMPLOYEES

OLD LANGUAGE (DELETE)

Section 1. Permanent Employees. Those employees who worked for the Department of Public Works for six (6) continuous months shall become permanent employees and shall be entitled to the same holidays and benefits provided for regular full-time employees of the Department while so employed. No employee shall be laid off and then rehired for the purpose of preventing that employee from becoming permanent.

Section 2. Seasonal Employees. An employee whose title employment is between May 1st and November 1st of any year will be defined as a seasonal employee. Seasonal employees shall not be in the bargaining unit.

ARTICLE XII
PERMANENT PART-TIME EMPLOYEES

NEW LANGUAGE

Section 1. The City of Saratoga Springs Department of Public Works shall continue to employ permanent part-time employees, however, those employees shall not be placed in the bargaining unit, and are not eligible for benefits contained in this Agreement.

Section 2. The City of Saratoga Springs Department of Public Works affirms that current full-time bargaining unit positions shall not be reduced and/or replaced by permanent part-time employees.

Section 3. When full-time bargaining unit positions become vacant, and employees are being considered for promotion, full-time bargaining unit employees shall receive first consideration subject to the provisions contained in Article IV / Promotions & Transfers of this Agreement.

Section 4. Available overtime, subject to the provisions of Article V / Overtime shall be first offered to full-time bargaining unit employees who normally do such work, prior to being offered to permanent part-time employees.

ARTICLE XIV
PROMOTIONS AND TRANSFERS

OLD LANGUAGE

Section 1. Promotions.

A. When vacancies occur for any promotional opportunity, the position shall be posted for five (5) working days. The posting shall contain the title, qualifications, and description of duties.

B. When a promotional opportunity becomes available in a title covered under this Agreement, all employees employed on other than part-time or provisional basis in the Department shall be allowed to apply.

C. If two or more employees apply for the position(s), the following procedure shall apply:

1. Recommendation by Superintendents.
2. Employees shall be treated as qualified or unqualified. Unqualified employees shall receive written notice of rating and reasons therefore, within seven (7) calendar days of the last day of posting.

3. The Employer shall select from the three (3) most senior qualified employees.

Section 2. Transfers. Employees shall not be laterally transferred for the reasons of disciplinary actions, but may be transferred as deemed necessary by Management.

NEW LANGUAGE

Section 1. Promotions.

A. When vacancies occur for any promotional opportunity, the position shall be posted for five (5) working days. The posting shall contain the title, qualifications, and description of duties.

B. When a promotional opportunity becomes available in a title covered under this Agreement, all employees employed on other than part-time or provisional basis in the Department shall be allowed to apply.

C. If two or more employees apply for the position(s), the following procedure shall apply:

1. Recommendation by Superintendents. - (Delete)
1. **The Employer shall determine which employees are qualified or unqualified for the positions.**
2. Employees shall be treated as qualified or unqualified. Unqualified employees shall receive written notice of rating and reasons therefore, within seven (7) calendar days of the last day of posting.
3. The Employer shall select from the three (3) most senior qualified employees.

Section 2. Transfers. Employees shall not be laterally transferred for the reasons of disciplinary actions, but may be transferred as deemed necessary by Management.

ARTICLE XXV
MISCELLANEOUS

OLD LANGUAGE

Section 4. MEO.

A. An employee holding the title of MEO must have a Class 3 Chauffeur's License.

NEW LANGUAGE

A. Any employee holding the title of MEO or HEO must be in possession of the appropriate CDL License.

OLD LANGUAGE

Section 5. HEO Grade II

To be upgraded to HEO Grade II, an employee must be skilled and efficient in the operation of all heavy equipment.

ARTICLE XVIII
HOSPITALIZATION

OLD LANGUAGE (DELETE)

Section 1. The Blue Shield Par Plus Plan shall be replaced in its entirety by the Health Now Flex Plan effective April 1, 1998. The City will make every effort to offer the people moving out of the Par Plus Plan immediate enrollment in any of the other plans. This plan and all current HMO's will be offered by the City at no cost to the employee. Retirees permanently residing outside the State of New York shall be entitled to enroll in Blue Shield Flex in accordance with plan specifications or in a plan of their own choosing that is available in their area with the City paying premiums up to the amount of the highest current HMO premium for their tier. In addition, the other HMO's in effect on the date of the execution of this Agreement, including Blue Choice, MVP, CHP, and CDPHP, shall be continued. The City shall provide the plans to the employees of this bargaining unit, their dependents, and retired members of the bargaining unit and their dependents at the City's own expense. The City will provide such medical coverage for the widow or widower of an employee for either three years or until remarriage, whichever occurs first. The City may offer different HMO's than those currently in existence subject to the approval of the DPW unit of CSEA, which approval shall not be unreasonably withheld if the plan is substantially equivalent. The City shall notify the DPW unit of CSEA of a potential health plan alteration a minimum of 90 days before any change in the health plan is made. If a genuine dispute arises regarding the potential health plan being "substantially similar" then an expedited arbitration proceeding shall be conducted. An arbitrator shall be selected pursuant to the procedures established by PERB. The arbitrator shall hear arguments and render a decision no more than thirty (30) days after the process (i.e., the decision to go to arbitration on the issue) has been initiated.

A-1. The City confirms its commitments to set aside the amount of \$80,000.00 in 1998, 199 and 2000 for all retired City employees who changed health insurance plans from the Blue Shield Par Plus Plan to the Blue Shield health now Flex Plan or other HMO plan while they were retired.

This money will be used by the City to offset expenses incurred by the retiree or their spouse which:

- (1) They would not have incurred under the Blue Shield Par Plus Plan;
- (2) Was not part of a deductible or a co-pay under the new Plan;
- (3) Was deemed medically necessary by the Insurance Carrier or both the retirees' doctor and one other doctor selected by the City; and
- (4) Was not occasioned by a "choice" made by the retiree/spouse.

Procedures and guidelines for the application and distribution of these funds will be developed by the City with input/consultation from all unions representing City employees. This provision is not subject to the grievance procedure or any other tribunal.

NEW LANGUAGE

Section 1. All current HMO's will be offered by the City at no cost to employees hired prior to the signing of this agreement. Employees hired after the signing of this agreement shall contribute 10% toward the cost of the plan that the employee chooses to be enrolled in.

Section 1a. Employees hired prior to the signing of this Agreement shall continue to be provided fully paid health insurance after retirement.

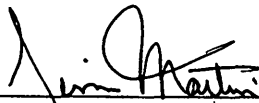
Section 1b. Employees hired after the signing of this Agreement shall also receive health insurance upon retirement subject to the same terms identified in Section 1 of this Article and also conditioned that the employee must complete twenty (20) years of service with the City, be employed by the City at the time of retirement and be eligible to retire under the NYS Employees' Retirement System.

Section 1c. Retirees permanently residing outside of the State of New York shall be entitled to enroll in any of the HMO plans offered by the City at no cost, conditioned that the HMO is available in the area that the retiree is residing, in accordance with plan specifications, or in a plan of their own choosing that is available in their area with the City paying premiums up to the amount of the highest current HMO premium for their tier.

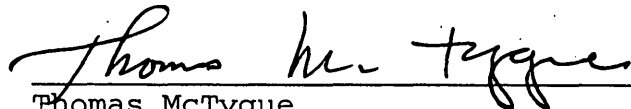
In addition, the other HMO's in effect on the date of the execution of this Agreement, including Blue Choice, MVP, CHP, and CDPHP, shall be continued. The City shall provide the plans to the employees of this bargaining unit, their dependents, and retired members of the bargaining unit, and their dependents at the City's own expense. The City will provide such medical coverage for the widow or widower of an employee for either three years or until remarriage, whichever occurs first. The City may offer different HMO's than those currently in existence subject to the approval of the DPW unit of CSEA, which approval shall not be unreasonably withheld if the plan is substantially equivalent. The City shall notify the DPW unit of CSEA of a potential health plan alteration a minimum of 90 days before any change in the health plan is made. If a genuine dispute arises regarding the potential health plan being "substantially similar" then an expedited arbitration proceeding shall be conducted. An arbitrator shall be selected pursuant to the procedures established by PERB. The arbitrator shall hear arguments and render a decision no more than thirty (30) days after the process (i.e., the decision to go to arbitration on the issue) has been initiated.

FOR CSEA

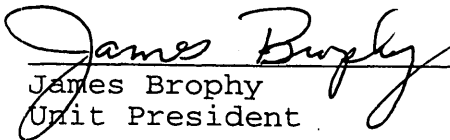
FOR THE CITY OF SARATOGA DPW



Jim Martin
Labor Relations Specialist



Thomas McTygue
Commissioner, DPW



James Brophy
Unit President



Kenneth Klotz, Mayor
City of Saratoga Springs