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AGREEMENT

BETWEEN

JAMESTOWN CITY ADMINISTRATIVE ASSOCIATION/ JURA UNIT

AND

JAMESTOWN URBAN RENEWAL AGENCY
OF THE CITY OF JAMESTOWN

Effective Dates:

January 1, 2009, to December 31, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 29 2009

ADMINISTRATION

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PREAMBLE

This Agreement entered into this _____ day of _____, 2009, by and between the Jamestown Urban Renewal Agency of the City of Jamestown hereinafter called the "Agency" and the Jamestown City Administrative Association/JURA hereinafter called the "Association."

1.0 RECOGNITION CLAUSE

The City of Jamestown and the Jamestown Urban Renewal Agency recognizes the Jamestown City Administrative Association as the sole and exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees in the employer-employee negotiating unit described herein.

Positions included in the bargaining unit are:

- Building and Zoning Code Enforcement Officer
- Community Outreach Coordinator
- Economic Development Coordinator
- Financial Coordinator
- Grants Coordinator
- Planning and Research Specialist
- Principal Planner
- Rehab and Code Enforcement Assistant
- Rehab and Code Enforcement Officer
- Senior Account Clerk-Typist
- Target Area Code Enforcement Officer

Excluded:

- Director of Development/Executive Secretary
- Front Office Manager/Senior Account Clerk Typist

2.0 MANAGEMENT RIGHTS

The Employer reserves its exclusive rights to exercise the normal functions of management. These shall include but are not limited to the right to hire new employees and to direct the working forces, to decide the method and schedule of work and production and manage its operations, to discipline, suspend, discharge, lay-off, transfer employees and transfer employees because of lack of work, make the determination of the qualifications of employees and determine qualifications for hiring or promotion, and require that employees observe reasonable Employer rules and regulations.

Any and all rights, responsibilities, powers, and authority that JURA had prior to entering this Agreement except as expressly and specifically abridged, delegated, granted or modified by this Agreement are retained by JURA

3.0 ASSOCIATION RIGHTS

3.1 NEW TITLES

Should JURA establish any new titles that are not currently in existence, JURA shall give a copy of this new job title to the Union. After such new position is created and filled, the unit president of JCAA/JURA may then open negotiations regarding inclusion of the position in the bargaining unit.

3.2 PRINTING OF AGREEMENT

Copies of this Agreement shall be printed by the Agency within thirty (30) days after the Agreement is ratified by both parties and final language is all agreed upon. Each member will be provided with a copy and the Association will be provided with an additional ten (10) copies.

3.3 BULLETIN BOARDS

The Association shall have the right to post notices and communications on a bulletin board maintained on the premises readily accessible to all members. The officers and agents of the Association shall have the right to visit the employer's facilities for the purpose of administering the terms and conditions of this contract, and any other related matters these officers and agents deem necessary.

4.0 GRIEVANCE PROCEDURE

4.1 DEFINITIONS:

1. A grievance is a dispute or difference of opinion raised by an employee or a group of employees (with respect to a single common issue), involving the meaning, interpretation, or application of the express provisions of this Agreement.
2. Supervisor shall mean the Director of Development or other administrator designated by JURA to hear grievances.
3. Days shall mean consecutive calendar days excluding days that the Department of Development is closed for business.
4. Employee shall mean any current member of the bargaining unit.

4.2 PROCEDURE:

1. All grievances and answers to grievances shall be in writing. Grievances shall be presented within twenty (20) days after the employee or Union knew or should have known of the act or condition on which the grievance is based.
2. If a decision at any step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. It is not within the authority of any arbitrator to set aside such time limits.

3. Within twenty (20) days of the complained event or action, the employee and union representative will present a grievance to the Director of Development (or other administrator designated by JURA to hear grievances) for discussion and recommendation. The Director of Development (or other administrator designated by JURA to hear grievances) shall have five (5) days to answer the grievance. The Director of Development or his designee will conduct whatever investigation is necessary and may conduct a conference with the union and aggrieved party/parties. However, unless both parties agree to extend time limits, a final answer shall be given within the five (5) day time limit.
4. If the answer of the Director of Development (or other administrator designated by JURA to hear grievances) is not satisfactory, the Association may request to proceed to arbitration within forty five (45) days of receipt of the Director of Development's decision.
5. If an answer is not given to the Union within the above listed time limits at any step in the procedure, the Union may then proceed to the next step.
6. After a request to proceed to arbitration, the matter may be appealed to an impartial arbitrator to be chosen by mutual agreement of the parties.
7. If the parties fail to agree upon an arbitrator within fifteen (15) working days, then the union may request a panel of arbitrators from the American Arbitration Association under its rules and regulations. The Employer and Union shall each pay half of the fees and expenses of the arbitrator.
8. JURA representatives and the Association may, by mutual agreement, meet at any time prior to the arbitration hearing to attempt to resolve the issue.
9. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.
10. Cost of a stenographic record or witnesses shall be borne by the party requesting same.

5.0 DISCIPLINE

Full power of maintenance of discipline shall remain with JURA, it being specifically understood and agreed, however, that this right shall be properly exercised with judgement and due regard for the reasonable rights of the employee. JURA maintains the right to discharge any employee for just cause. The only procedure for taking disciplinary action or measures against any employee covered by this agreement shall be as set forth in this section and shall apply in lieu of Section 75 and Section 76 of the Civil Service Law.

In the disciplining of employees, the concept of progressive discipline shall be utilized. The first mode of discipline shall be a recorded verbal warning or a written warning. The second mode would be a suspension without pay with termination being the final step. The questions of reasonableness for penalties imposed by the employer shall be a proper subject for the grievance procedure and shall be processed as provided in Article 4.0 of the Agreement.

6.0 EMPLOYEE RIGHTS AND RECORDS

6.1 EMPLOYEE PRIVACY

As an agency connected to the City, this employer is subject to the Freedom of Information Law and many details of the employment relationship are public information. To provide employee privacy, JURA agrees that:

1. JURA will request only that information from employees required for any business purpose, to enable the Director of Development to direct and manage the work force, for the purpose of conducting investigations, or for legal purposes.
2. JURA will confirm employment, title, and length of employment over the phone for such items as credit or employment investigations from outside sources.
3. For such issues as credit or employment investigations from outside sources, JURA agrees to require the employee's written approval before confirming or releasing details of earnings.
4. JURA will require each employee involved in record keeping to adhere to these policies and practices.

6.2 CHANGES IN PERSONAL DATA

All employees must contact the Personnel Office in the event of any change in name, address, phone number, marital status, or number of children at least one week prior to a new payroll period so this information can be updated on the computer.

6.3 PROBATIONARY PERIOD

All new hires will serve a probationary period of six months.

6.4 LEGAL COUNSEL

The Agency shall provide legal counsel where required for any employee, at no cost to the member, to defend actions arising out of the performance of Agency duties assigned to him/her.

6.5 MAINTENANCE OF RECORDS

All official employee records will be maintained either in the Human Resources' Office or in the Office of the Director of Development.

The files maintained by the Director of Development shall be limited to the following information:

1. Attendance records.
2. Copies of performance evaluations.
3. Information relating to an employee's job performance.
4. Information necessary for the proper functions of the department.

No anonymous material will be placed in the personnel file. Any employee may request access to his/her personnel file either from the Director of Human Resources or the Director of Development for the purpose of reviewing its contents. If requested by the employee, a copy of any documentation contained therein will be provided.

7.0 LEAVES OF ABSENCE

7.1 PERSONAL LEAVE

All employees shall be granted two (2) days of personal leave during each calendar year. New employees will be granted two (2) days of personal leave after six months of service. Personal days cannot be carried over from year to year.

Personal leave may be used in increments of one hour or more. The employee will request personal leave from the supervisor whenever practicable a minimum of 24 hours in advance of the absence. All such requests are subject to staffing requirements.

7.2 SICK LEAVE

1. All JURA personnel are entitled to sick leave with pay. Accumulation of sick leave will begin after the first full completed calendar month. Sick leave allowance shall be accrued at the rate of one (1) day for each calendar month of service.
2. Sick leave may be utilized in increments of one hour or more. Employees must request use of sick leave falling during the regular work day. When used for appointments scheduled in advance, the employee will notify the employer at least 48 hours in advance of intended use of sick leave. Use of emergency sick leave shall not be unreasonably withheld.
3. Any employee who is ill shall notify his or her supervisor or the office as early as practicable. The employee will state when he or she expects to return to work. Any employee returning to work after taking sick leave shall submit a written sick leave request no later than forty-eight hours after his return to work.
4. Temporary, part-time (twenty hours per week or less), or seasonal employees are not entitled to sick leave.
5. An employee's regular straight-time rate will be paid.

6. In the event there is a question of whether sick leave has been properly used, the Employer may require a doctor's certificate and/or request the employee to be examined by an Employer's doctor at the expense of the Employer. An employee on a prolonged illness or injury (in excess of ten (10) work days) may be asked to furnish a doctor's certificate every thirty (30) days thereafter if requested by the Employer.
7. Regardless of other provisions to the contrary, an employee shall not be entitled to sick leave where such sick leave results from other compensated employment or as a result of a crime.
8. Any employee using sick leave for discretionary time off rather than for an illness or injury is abusing their sick leave and is subject to discipline.

7.3 MATERNITY

Any illness or disability caused by pregnancy or childbirth shall be treated as a temporary disability. Any employee ill or disabled as a result of pregnancy or childbirth shall be eligible to utilize, for the duration thereof, sick leave as provided for in and subject to the provisions of Article 7.2. Vacation leave may also be utilized in conjunction with the employee's normal disability period.

7.4 BEREAVEMENT

JURA employees will have bereavement leave as follows:

In the event of a death in the immediate family, an employee shall be granted a leave of absence with pay for up to five (5) days as a Funeral Leave. For this purpose, the immediate family shall mean: spouse, mother, father, children (own or stepchildren), step-mother, and step-father.

Three (3) days leave of absence with pay shall be granted for the death of brother, sister, mother-in-law, father-in-law, and grandchildren

Two (2) days leave of absence with pay shall be granted for the death of grandparents, aunts, uncles, cousins, and all other in-laws.

A divorce or a legal separation in excess of one year shall relieve the employer of responsibility of bereavement leave for the divorced or separated spouse and in-laws through that marriage. In no case shall the bereavement leave extend beyond the day after the funeral.

7.5 UNPAID LEAVES OF ABSENCE

Employees may request unpaid leaves of absence, not to exceed one year, without loss of healthcare benefits. Such unpaid leaves of absence will be at the sole discretion of the Director of Development or his designee and may be granted for such purposes as:

1. Personal illness (in excess of accumulated sick leave).
2. Educational and professional
3. Personal reasons

7.6 JURY DUTY

Whenever an employee is required to appear for Jury Duty on his/her scheduled day(s) of work, he/she shall not suffer any loss of pay up to the equivalent of ten (10) working days pay. If the employee receives compensation for such jury service on his working days, the monies received for jury service shall be turned over to the Agency. The employee must return to his/her scheduled work when not required to be on jury duty. The employee shall notify the employer of a call for jury duty as soon as he/she has been notified of such jury duty to enable the employer to schedule a temporary replacement.

7.7 MILITARY LEAVE

Military leave will be granted to employees in accordance with state and federal law.

8.0 HOURS OF WORK & COMPENSATION ITEMS

8.1 HOURS OF WORK, OVERTIME

Normal hours of work will be 7 ½ hours a day and 37 ½ hours per week. Employees shall receive compensatory time off for hours worked over 37 ½ hours in any given week. Employees must be directed by their supervisor or have advance permission from the Director of Development to work over 37 ½ hours in a given week. Employees working over 37 ½ hours in any given week without such permission will be subject to discipline.

8.2 CALL BACK

An employee who has left the premises and is called back to work after completing his regular tour of duty, or an employee who is called in on his day off, or an employee who is called in while on vacation, shall be given comp time to be computed on a straight time basis between thirty seven and a half (37.5) hours and forty (40) hours for a given week and shall be given comp time on a time and a half basis after hours for a given week exceed forty (40) hours.

8.3 ABSENCES FROM WORK

JURA employees shall report their personal absences from work to the person designated in charge of the department time logs.

8.4 WAGES

Wages shall be increased during the term of the contract as follows:

For year 2009	2.25%
For year 2010	2.0%

Such wages to be paid retroactively to all employees actively at work as of pay period #1. Retroactive pay will be computed based on year to date earnings less longevity payment. There will be no retroactive steps. Steps will be paid starting on pay period #14 for employees that have completed one year or more of service.

8.5 STEP INCREASES

Employees paid at a rate below the maximum for their classification or job title will be advanced to the next step within their schedule after completing one year of service within their classification. Subsequent step increments will be granted on pay period #14 of every second year thereafter until the employee has reached his/her maximum step.

8.6 REIMBURSEMENT FOR EXPENSES

The Jamestown Urban Renewal Agency will reimburse employees for pre-authorized expenses. Forms are available for this purpose from the Senior Secretary.

8.7 MILEAGE ALLOWANCE

If possible, JURA-owned vehicles should be used for official JURA business. Employees using their personal vehicles for official JURA business will record the mileage and purpose of such use and be reimbursed at the current IRS rate. Before use of personal vehicles for official JURA business, such use must be approved in writing by the Director of Development or his designee. Such approval shall include the scope and purpose of the use of a personal vehicle.

8.8 LONGEVITY

Longevity allowance shall be paid to all eligible JURA personnel in accordance with the following schedule:

- \$550 after five (5) years of continuous service.
- \$850 after ten (10) years of continuous service.
- \$1,150 after fifteen (15) years of continuous service.
- \$1,450 after twenty (20) years of continuous service.
- \$1,650 after twenty-five (25) years of continuous service.

Payment will be made during the first two (2) weeks of December on the "off" payroll week

8.9 SICK PAY BONUS

An employee who has not used any sick leave during the previous twelve (12) months shall receive a sick bonus of \$475. An employee who has used one (1) sick day during the previous twelve (12) months shall receive a sick bonus of \$350. An employee who has used two (2) sick days during the previous twelve (12) months shall receive a sick leave bonus of \$225.

One sick day for purposes of this section shall be one incident not exceeding one day in which sick leave is taken. The only exception to this would be for routine visits to healthcare providers for which less than one day of sick leave is used and are scheduled during the regular work day.

Payment will be made in the first pay period of January of the following year.

8.10 TUITION REIMBURSEMENT

8.10.1 JURA TUITION REIMBURSEMENT POLICY

The intention of this policy is to allow full-time employees to receive reimbursement for job related courses at an accredited Institution of higher education. It is the policy of JURA to require advance application by the employee and advance approval by JURA. This approval will have the effect of affirming the relationship of the course to the job.

The following elements of this policy apply:

1. Employee will make application to his department head requesting approval for attendance, as part of his duties, at a specified course at an accredited institution of higher education.
2. Application will include the name of the course, the institution, the time and dates of its scheduling, and the amount of tuition.
3. The application will describe the relationship of the course to the individual's job and will briefly describe the skills, knowledge and capabilities expected to be acquired from attendance at the course.
4. The applicant states that he will attend the course during off-duty hours and make no claim on JURA, and his employer, for wages, benefits and travel expenses, or any other expenses other than tuition, books, student fees, and/or laboratory fees incidental to his attendance at the course.
5. Applicant will certify that he does not expect tuition assistance from any other source and will not apply for any; and if any other tuition reimbursement or related educational aid is received based on attendance at that course, he will repay JURA's payment to him promptly.
6. Applicant understands that payment will be made upon satisfactory completion of the course with "C" average or better and submission of a transcript with the voucher requesting reimbursement.
7. Applications will be forwarded to the department head for his recommendation and, upon approval from the department head, to JURA Board for approval prior to the opening of the classes for the course.

9.0 GROUP BENEFITS

9.1 HEALTHCARE

9.1.1 PREMIUM CONTRIBUTION

Effective January 1, 2009, all members of the unit shall pay 16% of the cost of healthcare coverage for single or family coverage to include any and all costs associated with such coverage including, but not limited to, medical, dental, vision, prescription, reinsurance, or administrative costs.

9.1.2 PRESCRIPTION CO-PAYS

1. Effective January 1, 2009, co-payment for prescription drugs shall be \$7 for generic drug prescription, \$15 for a formulary drug prescription, and \$35 for a non-formulary drug prescription.
2. The cost for a maintenance drug prescription (60-day supply) will be one and one half (1 ½) times the amounts outlined above in paragraph 1.
3. The cost for a mail order prescription (90-day supply) will be two (2) times the amounts outlined above in paragraph 1.

NOTE: Formulary and non-formulary are the industry terms used to describe prescription lists. Existing lists are updated continuously based on the availability of generics and new drug entities. A committee, whose members include clinical pharmacists, physicians of various specialties, nurse practitioners, and physician assistants, meets quarterly to review and discuss the composition of the existing lists. The formulary and non-formulary lists are updated based on these quarterly reviews and based on current industry standards.

JURA can make available to the Union a representative from the third party administrator (Medco) to explain the formulary process in greater detail.

9.1.3 DEDUCTIBLES

Effective January 1, 2009, the major medical deductible will be \$150 for single coverage and \$300 for family coverage.

9.1.4 POST EMPLOYMENT HEALTHCARE

Employees retiring from JURA employment may continue in the city healthcare plan retaining the coverage for themselves and those family members that were covered as of the employee's last day of employment. If a retiree's spouse and dependents are covered by the healthcare plan, upon the death of a retired employee, such spouse and dependents of the deceased retiree may continue to participate in the aforementioned health and dental insurance plans provided such spouse continues to pay the appropriate premium. Payment for healthcare during retirement will be an equal amount to the amount paid by active employees.

Employees hired on and after January 1, 2001 will make payment for healthcare coverage during retirement as follows:

- a) Those with less than five years of service may not continue in the city healthcare plan except for COBRA benefits
- b) Those with five (5) years of service may continue in the city healthcare plan providing they pay 32% of the cost of such plan
- c) Those with ten (10) years of service may continue in the city healthcare plan providing they pay 26% of the cost of such plan
- d) Those with fifteen (15) years of service may continue in the city healthcare plan providing they pay 21% of the cost of such plan
- e) Those with twenty (20) years of service may continue in the city healthcare plan providing they pay 16% of the cost of such plan.

An employee laid off as a result of reduction in force will be permitted to retain health insurance coverage in JURA's plan until such time as he/she obtains full-time employment or until the fourth anniversary date of his/her last day of work for JURA, whichever occurs first. The cost of such coverage shall be borne solely by the affected employee.

10.0 VOLUNTARY DEDUCTIONS

10.1 VOLUNTARY DEDUCTIONS

Authorized deductions for JURA Staff will be made for Association dues, fringe benefit contributions, United Way, Credit Union, Flex 125 Plan, VOTE-COPE, NYSUT Member Benefits, the current 457b plan based on City set-up if extended by City.

10.2 AGENCY FEE

A person in the bargaining unit who is not a member of the Association shall be required to pay an agency fee as per terms of the Taylor Law. Money so deducted will be transmitted to the Association in the same manner as regular dues deduction. The Association will hold the Jamestown Urban Renewal Agency harmless from all claims, demands, suits, and liabilities of every kind arising out of the operation of this provision.

10.3 DUES

Bi-Weekly Frequency—26

10.3.1 Certification Date

The Association shall annually certify to the Director of Human Resources, in writing, the current rate of its membership dues no later than two (2) weeks prior to the second pay period in September.

10.3.2 Authorization

No later than two (2) weeks prior to the second pay period of September the Association shall provide the Director of Human Resources with a list of and the original executed dues deduction authorization cards.

10.3.3 Deduction Schedule

The total annual membership dues for the Association shall be deducted from the wages due the employees who have voluntarily signed the dues deduction authorization cards as follows: twenty-six (26) equal installments commencing the second pay period of each September. Authorizations for employees submitted after the second pay period of September will be honored and the deduction made in the remaining pay periods during which deductions are to be taken, commencing the first available bi-weekly pay following two (2) weeks after receipt of such authorization by JURA. Association dues deducted shall be promptly remitted to the Association following each payroll period.

10.3.4 Length of Authorization

Dues deduction authorizations will remain in effect until canceled by an employee or until an employee terminates services.

10.3.5 List of Deductees

Along with the first transmittal of dues monies each year, JURA shall supply the Association with a list of all employees on payroll dues deduction as of that date. With each of the following dues transmittals, JURA will notify the Association of any additions, deletions, or changes from the original list.

11.0 VACATION

11.1 VACATION ACCRUAL

JURA employees will accrue and use vacation time under the following guidelines:

1. Vacation will be accrued monthly on a pro-rated basis.
 - (a) One-twelfth (1/12) of the total yearly vacation earned will be accrued each month.
 - (b) Vacation will be accrued in one year and used in the next year.

2. Vacation will be requested as far in advance as possible, and in no case later than 48 hours before vacation is to be taken. Vacation will be granted by the supervisor based on staffing needs. Vacation for the period of March to December may be requested prior to March 1 in any given year and will be granted based on seniority. All other vacation requests will be considered on a first come, first served basis.
3. Vacation will be accrued starting on the first day of employment.
4. The most recent employment anniversary date will be used to determine the amount of vacation accrued.
5. Utilization of vacation leave may be in increments of as little as one-half (1/2) day.
6. UNIT JURA

<u>Length of Service</u>	<u>Yearly Vacation Earned</u>
During 1st Year	None
2 - 3 Years	10 Days
4 - 9 Years	15 Days
10 - 14 Years	22 Days
15 - 19 Years	24 Days
20 - 24 Years	26 Days
25 Years and Over	28 Days

A day of vacation shall be considered to be a normal day of work. It is intended that JURA employees take their yearly vacation allotment during the anniversary year in which it is made available. In instances where circumstances have precluded the use of the full allotment, balances up to a maximum of two (2) weeks may be carried over to the next year. Notice is to be given within one (1) month of the employee's anniversary date to the individual designated by the Director of Development.

11.2 VACATION BUY BACK

All employees who have earned at least three (3) weeks of vacation time may elect to sell back to JURA up to ten (10) days (75 hrs.) of their allotted vacation time at the conclusion of the anniversary year in which the time was credited. Approval to do so must be granted by the employee's immediate supervisor and the Executive Secretary/Director of Development. All vacation time sold back shall be at the employee's salary rate as of the sale date. At least one pay period of advance written notice shall be given by the employee.

12.0 HOLIDAYS

The following are considered paid holidays for JURA employees:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Day before New Years Day
Labor Day	
Columbus Day	

If any of the above holidays fall on a Saturday, the preceding Friday (and not such Saturday) shall be observed as the holiday.

If any of the above holidays fall on a Sunday, the following Monday (and not such Sunday) shall be observed as the holiday.

13.0 SENIORITY

13.1 DEFINITIONS

1. Seniority is the length of continuous employment in a position in the bargaining unit commencing with the latest date of hiring. In the instance where two or more employees are hired on the same date, their seniority shall be on an alphabetical basis (last name).
2. While no seniority is earned during a layoff, time on layoff shall not be a break in service for seniority purposes only. Further, a laid off employee with seniority rights need not serve another probationary period upon recall to employment.

13.2 LIST

1. A seniority list shall be formulated and issued by JURA to JCAA. Employees shall have 45 calendar days after the issuance of the initial seniority list to question their placement.
2. For employees listed on a prior seniority list, such employees shall have 30 calendar days after the issuance of each seniority list to question any changes in their placement.

13.3 SENIORITY RIGHTS

1. Seniority shall be used for the following purposes:
 - a. Retention in case of reduction in work force.
 - b. Recall in the event of layoff.
 - c. Reassignment or "bumping" in the case of reduction in the work force.

2. Seniority rights shall terminate for unit employees laid off and not recalled for two years after the date of the original layoff.
3. In cases of reassignment or “bumping” due to reduction in the work force, the employee must be qualified and able to perform any job requested due to seniority.
4. All new hires including individuals rejoining the unit shall serve a 6 month probationary period. During this period, the employee will be evaluated and may be terminated at the discretion of the employer.

14.0 RETIREMENT

14.1 RETIREMENT LONGEVITY

JURA agrees to pay each retiring employee a retirement longevity of \$2600. To qualify, the employee must give one (1) year advance notice of his/her intention to retire and then actually retire. Such employee must have completed at least ten (10) years of continuous service with JURA. The payment will be made in the final check to the employee.

14.2 SICK LEAVE AT RETIREMENT

Employees covered under this agreement shall be entitled to take accumulations of sick leave with pay up to one hundred sixty (160) workdays based on the employee's workday at the time of his/her retirement from JURA service.

14.3 RETIREMENT SYSTEM

JURA participates in the New York State and Local Employees' Retirement System offering Plan 75 I for Tier 1 & 2. Article 14 and Article 15 are given to employees joining the system after July 27, 1976. Employees in each tier receive the 41J rider.

15.0 PROFESSIONAL GROWTH

15.1 SEMINARS AND CONFERENCES

Requests to attend seminars and conferences should be presented to the Director of Development as soon as possible. Permission for employees to attend seminars and conferences shall be at the sole discretion of the Director of Development.

15.2 PROFESSIONAL AFFILIATIONS

JURA employees are encouraged to join and actively participate in job related professional organizations. Membership dues in these organizations will be provided by JURA subject to the approval of the Director of Development.

15.3 TOLLS

Receipts will be required for reimbursement.

15.4 RATE FOR TRAVEL

Use federal rate currently in effect.

15.6 DAY TRIPS

Reasonable costs of meals while traveling on department business will be reimbursed.

15.7 PARKING

Receipts will be required for reimbursement.

16.0 MISCELLANEOUS

16.1 GENDER USE

Whenever used herein, the use of the masculine gender shall include the feminine gender and the use of the feminine gender shall include the masculine gender.

16.2 TERMINATION BENEFITS

Upon retirement, all unit employees shall receive vacation and longevity accruals to the nearest month along with unused personal leave.

Upon voluntary termination of employment, all unit employees shall receive vacation accruals to the nearest whole month along with unused personal leave and pro-rated longevity.

Upon discharge, all unit employees shall receive vacation accruals to the nearest whole month along with unused personal leave.

An employee who leaves the employment of JURA through no fault or cause of his/her own, such as permanent layoff, or abolition of position, shall be paid unused personal leave along with vacation, and longevity accruals to the nearest whole month. If such employee has the accumulated sick leave, two weeks of sick leave will be granted by the Employer at time of separation.

A minimum of two weeks notice of any reduction will be given to the employee. The Employer reserves the right to use accrued paid leave for such notice.

The Association shall be advised when reductions in staff are determined. Input from the Association on contemplated staff reductions will be actively solicited prior to final implementation of such reductions.

16.3 SAVINGS CLAUSE

If any provision of this Agreement, or application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.

16.4 STATUTORY CLAUSE

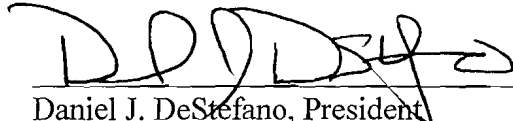
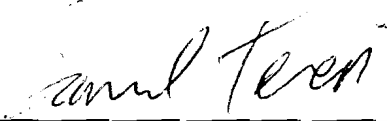
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL

17.0 SUBSCRIPTION

In witness of all the foregoing, the authorized representatives of the parties have signed their names below on the dates indicated.

FOR THE AGENCY:

FOR THE ASSOCIATION:



Samuel Teresi, Chairman
Jamestown Urban Renewal Agency

Daniel J. DeStefano, President
Jamestown City Administrative Association

Dated this 16 day of June, 2009

APPENDIX A
SALARY SCHEDULES

SALARY 2009

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Bldg & Zoning Code Enforcement Officer	\$38,877	\$40,787	\$42,723	\$44,773	\$46,923	\$48,095
Community Outreach Coordinator	\$36,458	\$38,217	\$40,064	\$41,986	\$44,001	\$45,101
Economic Development Coordinator	\$40,179	\$41,731	\$43,696	\$45,812	\$48,010	\$49,211
Financial Coordinator	\$43,291	\$45,388	\$47,589	\$49,554	\$51,932	\$53,230
Grants Coordinator	\$0	\$0	\$0	\$0	\$0	\$0
Planning and Research Specialist	\$34,289	\$35,936	\$37,661	\$39,469	\$41,363	\$42,398
Principal Planner	\$40,179	\$41,731	\$43,696	\$45,812	\$48,010	\$49,211
Rehab and Code Enforcement Assistant	\$28,492	\$29,860	\$31,294	\$32,796	\$34,436	\$35,297
Rehab and Code Enforcement Specialists	\$38,877	\$40,754	\$42,723	\$44,773	\$46,923	\$48,095
Senior Clerk-Typist	\$0	\$0	\$0	\$0	\$0	\$0
Target Area Code Enforcement Officer	\$34,289	\$35,936	\$37,661	\$39,469	\$41,363	\$42,398

SALARY 2010

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Bldg & Zoning Code Enforcement Officer	\$39,655	\$41,602	\$43,578	\$45,669	\$47,861	\$49,057
Community Outreach Coordinator	\$37,187	\$38,981	\$40,865	\$42,826	\$44,881	\$46,003
Economic Development Coordinator	\$40,983	\$42,566	\$44,569	\$46,728	\$48,971	\$50,195
Financial Coordinator	\$44,156	\$46,296	\$48,541	\$50,546	\$52,970	\$54,295
Grants Coordinator	\$0	\$0	\$0	\$0	\$0	\$0
Planning and Research Specialist	\$34,974	\$36,654	\$38,414	\$40,258	\$42,190	\$43,246
Principal Planner	\$40,983	\$42,566	\$44,569	\$46,728	\$48,971	\$50,195
Rehab and Code Enforcement Assistant	\$29,062	\$30,457	\$31,919	\$33,452	\$35,124	\$36,003
Rehab and Code Enforcement Specialists	\$39,655	\$41,569	\$43,578	\$45,669	\$47,861	\$49,057
Senior Clerk-Typist	\$0	\$0	\$0	\$0	\$0	\$0
Target Area Code Enforcement Officer	\$34,974	\$36,654	\$38,414	\$40,258	\$42,190	\$43,246

APPENDIX B
JAMESTOWN CITY ADMINISTRATIVE ASSOCIATION
JURA UNIT

GRIEVANCE FORM

STAGE 1: *The aggrieved party shall present his grievance within twenty (20) working days of the time the party knew or should have known of the alleged grievable incident to the Director of Development or his/her designee who shall informally discuss the grievance with the aggrieved individual.*

Grievant or Grievants Name(s) _____ Position: _____

Immediate Supervisor's Name: _____ Department: _____

Date on which the alleged violation(s) occurred: _____

Specific provision(s) and page number(s) of the Agreement alleged to have been violated:

Statement of grievance: _____

Remedy desired: _____

STAGE 1: Supervisor—Written Decision

Date of Written Presentation: _____

Date of Response: _____

Association Representative: _____

STAGE 2: Binding Arbitration

Date of filing: _____

Association has 45 days from receipt of Director of Developments decision to file.

Copies to: Grievant; Grievance Chairperson; President, JCAA; Supervisor (at Stage 1 Written)

4.0 GRIEVANCE PROCEDURE

4.1 Definitions:


1. A grievance is a dispute or difference of opinion raised by an employee or a group of employees (with respect to a single common issue), involving the meaning, interpretation, or application of the express provisions of this Agreement.
2. Supervisor shall mean the Director of Development or other administrator designated by JURA to hear grievances.
3. Days shall mean consecutive calendar days excluding days that the Department of Development is closed for business.
4. Employee shall mean any current member of the bargaining unit.

4.2 Procedure:

1. All grievances and answers to grievances shall be in writing. Grievances shall be presented within twenty (20) days after the employee or Union knew or should have known of the act or condition on which the grievance is based.
2. If a decision at any step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. It is not within the authority of any arbitrator to set aside such time limits.
3. Within twenty (20) days of the complained event or action, the employee and union representative will present a grievance to the Director of Development (or other administrator designated by JURA to hear grievances) for discussion and recommendation. The Director of Development (or other administrator designated by JURA to hear grievances) shall have five (5) days to answer the grievance. The Director of Development or his designee will conduct whatever investigation is necessary and may conduct a conference with the union and aggrieved party/parties. However, unless both parties agree to extend time limits, a final answer shall be given within the five (5) day time limit.
4. If the answer of the Director of Development (or other administrator designated by JURA to hear grievances) is not satisfactory, the Association may request to proceed to arbitration within forty five (45) days of receipt of the Director of Development's decision.
5. If an answer is not given to the Union within the above listed time limits at any step in the procedure, the Union may then proceed to the next step.
6. After a request to proceed to arbitration, the matter may be appealed to an impartial arbitrator to be chosen by mutual agreement of the parties.
7. If the parties fail to agree upon an arbitrator within fifteen (15) working days, then the union may request a panel of arbitrators from the American Arbitration Association under its rules and regulations. The Employer and Union shall each pay half of the fees and expenses of the arbitrator.
8. JURA representatives and the Association may, by mutual agreement, meet at any time prior to the arbitration hearing to attempt to resolve the issue.
9. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.
10. Cost of a stenographic record or witnesses shall be borne by the party requesting same.

CERTIFICATE OF CORPORATION COUNSEL

In accordance with the Charter of the City of Jamestown, the undersigned Corporation Counsel of the City of Jamestown hereby certifies that the above instrument is in due and proper form and that the City of Jamestown, through the officer named herein, has the right to enter into this agreement.



Marilyn Fiore-Nieves
Corporation Counsel

Dated: 6-11-09