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AGREEMENT

BY AND BETWEEN THE

CITY OF GLOVERSVILLE

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

AFSCME LOCAL 1000, AFL-CIO

**FOR THE
CITY OF GLOVERSVILLE UNIT
OF**

CSEA FULTON COUNTY LOCAL 818

JANUARY 1, 2007 - DECEMBER 31, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

FEB 2 8 2011

ADMINISTRATION

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PREAMBLE

AGREEMENT made and entered into this _____ day of _____, 2009, by and between the City of Gloversville, hereinafter referred to as the "City" or the "Employer", and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO, for the City of Gloversville Unit of the CSEA Local 818, hereinafter referred to as "CSEA" or the "Union".

ARTICLE 1 - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the City of Gloversville, New York, its employees and the Union.

The parties mutually recognize that they have a responsibility to provide service to the public. Executing this responsibility requires that any disputes arising between the employees and the City must be adjusted and settled in an orderly manner without interruption of service. The health, welfare and safety of the community are dependent upon proper service to the community and the parties agree to continue to encourage efficiency on the part of the members of the Union. The parties agree that provision of prompt, efficient service to the community is the primary goal of City government and its' employees.

To these ends, the City of Gloversville and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives on all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE 2 - CERTIFICATION AND BARGAINING UNIT

Section 1. Recognition

Pursuant to, and in accordance with, all applicable provisions of the Civil Service Law of the State of New York as amended, the City of Gloversville hereby recognizes the CSEA as the duly certified bargaining agent as per the Public Employment Relations Board (PERB) certification dated August 6, 1981, and Letter of Agreement from the Mayor dated May 23, 1984.

Section 2. Recognized Job Titles

Bargaining Unit Titles are as follows: Financial Records Clerk; Principal Account Clerk; Real Property Tax Services Aide; Secretary (Public Safety); Administrative Assistant; Street Maintenance Supervisor; Building Maintenance Worker; Mason/Maintenance Worker; Automotive Mechanic; Automotive Mechanic Helper; Light Equipment Operators; Medium Equipment Operators; Laborer; Heavy Equipment Operator; Account Clerk-Typist; Animal Control Officer; Deputy Building Inspector; Building Inspector/Plumbing Inspector; Building Custodian; Cleaner; Real Property Appraisal Technician; Construction Equipment Mechanic; and Electrician.

Section 3. New Positions

Any newly created positions which would fall into this existing Unit will be included. Should the parties not be able to agree, the rules and procedures of PERB will apply.

ARTICLE 2 - CERTIFICATION AND BARGAINING UNIT(CONTINUED)

Section 4. Non-Unit Temporary Workers

The employer reserves the right to hire non-unit City employees, provided no current member is laid off as a result of the employer exercising its rights under this provision. No non-unit City employees hired under this provision shall be cumulatively employed by the City longer than a one (1) year period. Except as provided above, nothing in this provision shall be construed or interpreted as a waiver by the parties regarding the issue of exclusivity of bargaining unit work performed by CSEA.

ARTICLE 3 – REPRESENTATION

Section 1. CSEA Negotiating Committee

The employees of the bargaining unit shall be represented by a committee of not more than three (3) employees, one of whom shall be chairperson of the negotiating team. Additional representation may be provided by the County, Local or State Association of CSEA. The employer may, in its sole discretion, permit an additional employee to serve on the CSEA negotiating team upon request by CSEA. Upon CSEA's written request to the Mayor, contract negotiations will begin upon mutual agreement of the parties.

Section 2. City Negotiating Committee

The City shall be represented by a committee composed of not more than four (4) individuals, one of whom shall be chairperson of the negotiating team.

Section 3. Compensation for Negotiations

It is agreed by both parties that compensation for hours spent negotiating will not be deducted or credited from the normal working hours of the bargaining unit member(s).

Section 4. Union Right to Employees and Attendance at Hearings

The Employer recognizes the right of bargaining unit employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes relative to the terms and conditions of this contract; and to visit bargaining unit employees during working hours so long as such visit does not interfere with the operational needs of the City and with prior notice to the Department Head. Said employee representatives shall also be permitted to appear at public hearings before the City's legislative body upon request of the bargaining unit employees.

Section 5. Grievance Representatives Release Time

Employees who are designated for the purpose of adjusting grievances or assisting in the administration of this contract shall, subject to work requirements and with the Department Head approval, be permitted a reasonable amount of time free from their regular duties to fulfill these obligations.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Management Rights

It shall be the exclusive prerogative of the Employer, except as otherwise provided herein, to administer the City, its property and all of its departments as is provided by all applicable laws including, but not limited to, the right to:

ARTICLE 4 - MANAGEMENT RIGHTS (CONTINUED)

- a) Freedom of action to discharge its responsibilities to the people of the City of Gloversville for the successful administration of all City matters;
- b) Determine in its sole discretion, the extent to which its own or other facilities shall be lawfully used;
- c) Judge the competence and physical fitness of any employee, including the right to refer any employee in the bargaining unit to a physician designated by the City, at the City's expense, when in the City's sole discretion, such an examination is warranted; and,
- d) Hire, discipline, suspend or discharge for proper cause, in accordance with the Civil Service Law and Rules; promote, transfer, lay off employees; determine the hours of work and the schedules of employment, subject to the terms and conditions of this Agreement.

ARTICLE 5 - RIGHTS OF CSEA

Section 1. Union Rights

The Union shall have, as provided by the Civil Service Law, the sole and exclusive right to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation of bargaining unit employees to direct, manage and govern its own affairs; to determine all such objectives free from any interference, restraint, coercion or discrimination by the Employer.

Section 2. Union Right to City Budget

The Mayor or his designee shall deliver to the Unit President, upon written request, a copy of the proposed City Budget after delivery to, but before adoption by, the Common Council.

Section 3. Bulletin Boards

The City will provide bulletin board(s) in the non-public area of public buildings and locations as are mutually agreed upon by the Union and the Mayor. The Union agrees to maintain said bulletin board(s) in a state of good repair. The bulletin board(s) are to be used for notices of Union meetings, Union elections and results, and Union social functions.

Section 4. List of Membership

Upon written request by the Unit President and subject to applicable law, the employer shall make available copies of bargaining unit personnel transaction forms for inspection by the Unit President. The employer also agrees to provide to the Unit President a list of all new hires as they occur.

The Employer, upon request by the Union, agrees to provide the Union with a complete list of the names, addresses, social security numbers, position titles, seniority dates and rates of pay for all employees covered by this Agreement.

Section 5. Union Release Time

Union officers, representatives and delegates will be allowed up to a total of five (5) days of leave with pay to participate in and attend conferences and conventions of the Civil Service Employees Association. At no time will more than two (2) members be absent for this purpose.

ARTICLE 6 - JOINT RESPONSIBILITIES - NO STRIKE / NO LOCKOUT

Section 1. No Strike/No Lockout

The Union will neither cause, authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, stay-in or slowdown, or in any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any period of time while negotiations are in progress for the continuance or renewal of this Agreement.

Section 2. Prohibited Activities Union Obligations

In the event of a strike, work stoppage, job action or other prohibited activity, the Union shall immediately instruct the involved employees in writing to: (1) to immediately cease the offending conduct; (2) that their conduct expressly violates this Agreement; and, (3) that they may be disciplined up to and including discharge for their actions.

CSEA agrees and covenants to use its best efforts to compel the employees involved, to cease their job action and to return to work immediately.

ARTICLE 7 - RIGHTS OF EMPLOYEES

Section 1. Association Activities

An employee shall be free to join or refrain from joining, and to take or not to take an active role in the activities of the Union without fear of coercion, reprisal or penalty from the Union or the Employer.

Section 2. Representation

Employees who have reason to believe that there is a violation of any applicable law, rule and regulation, may bring these issues to the attention of an appropriate CSEA representative.

ARTICLE 8 - COMPENSATION FOR PERSONAL AUTOMOBILE USE

Employees who are authorized to use their personal automobile for City purposes shall be compensated therefore at the prevailing mileage rate paid by the City of Gloversville.

ARTICLE 9 - PERSONNEL FILES

A personnel file shall be maintained by the City for each employee.

- a) Each employee shall have the right, upon written request, to review his/her personnel file.
- b) Any material related to an employee's work performance shall not be filed in his/her personnel file unless the employee is provided with a copy.
- c) An employee may submit for inclusion in his/her personnel file, a response to anything in the file which he/she considers adverse.
- d) The Union may accompany an employee in connection with item "a" providing the employee has so notified the Mayor in writing prior to the employee's review of his/her file.

ARTICLE 10 - CLOTHING

Section 1. Clothing Allowance

The annual clothing allowance for Public Works and Assessor's Office employees covered by this Agreement shall be Three Hundred Dollars (\$300.00).

ARTICLE 10 – CLOTHING (CONTINUED)

The annual clothing allowance for Clerical employees covered by this Agreement shall be One-Hundred Dollars (\$100.00).

One-half of the clothing allowance will be paid in the first payroll period in April and the balance will be paid in the first payroll period in September.

Section 2. Dress Code

The parties recognize and acknowledge that members of the bargaining unit regularly come into contact with taxpayers and other members of the public in performing their duties. Accordingly, the parties hereto agree that those members of the bargaining unit who have contact with the general public and taxpayers in the performance of their duties (i.e., Commissioner of Finance's Office, Department of Public Works, etc.) shall present themselves to work dressed in a professional manner. The parties agree that the term "professional" shall mean that clerical employees shall not wear jeans and/or tee shirts to work; rather, they will wear suitable shirts or dress slacks, shirts and/or blouses, and attire suitable for an office environment. Public Works employees shall wear work boots, not sneakers and shall not wear tom shirts or pants. Each Department Head shall set general standards of required dress for their bargaining unit employees. Each Department Head shall have the final and binding word as to whether an employee's dress is satisfactory. The parties further agree that it is important for all employees of the City to present as professional an image as possible and that failure to adhere to the aforementioned standard of dress may result in disciplinary action up to and including discharge for repeated violations of this policy.

Section 3. Safety Gear

The City shall make available safety glasses and ear protectors for employees who are required to work with chemicals, tools or machinery.

Section 4. Sewer Safety Gear

The City shall make available rubber hip boots and rubber gloves to employees when they are required to perform sewer work.

ARTICLE 11 - FIRST AID KITS

The City agrees to provide First Aid kits in most City owned vehicles and buildings.

ARTICLE 12 - PHOTO IDENTIFICATION

The City agrees to provide photo I.D.'s for employees requiring them.

ARTICLE 13 - CSEA PAYROLL DEDUCTIONS

Section 1. Union Payroll Deductions

The City agrees to deduct Union membership dues or agency fees, and CSEA sponsored insurance program deductions and credit union contributions which have been agreed to by the employer, from the pay of each member of the bargaining unit who executes or has executed an "Authorization for Payroll Deduction" form. Such form shall be provided by the Union. The City

ARTICLE 13 - CSEA PAYROLL DEDUCTIONS

and CSEA shall negotiate the specific CSEA sponsored insurance programs, if any, for which the City shall make deduction from the wages of employees pursuant to a properly executed "Authorization for Payroll Deduction" form. The Commissioner of Finance shall be provided with a list of all CSEA sponsored insurance programs which has been agreed upon by the parties and for which appropriate payroll deductions may be made.

Section 2. Authorization for Payroll Deduction

A properly executed copy of such Authorization for Payroll Deduction form for each member of the bargaining unit for whom membership dues or agency fee are to be deducted there under shall be delivered to the City before any payroll deductions are made and shall become effective with the first full payroll after the authorization form is tendered to the City.

Section 3. Remittance of Deductions

Deduction for any calendar month shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

Section 4. Agency Fee

Membership in the Union shall not be a condition of employment or a preference in the continuation of employment. However, the Association shall be entitled to the benefit of the provisions of the agency shop legislation enacted by the Legislature of New York State upon full compliance by the Association with the terms and provisions of said legislation. The Union agrees to save and hold harmless the City from any and all monetary liability and damages, punitive or otherwise, which the City may incur or which may be imposed upon it by any federal or state court or agency, or liability assumed in compromise of any action, claim or charge against the City in or before any such court or agency as a result of the implementation of the provisions of the agency shop agreement, and with the deduction and remittance of CSEA membership dues and agreed upon CSEA sponsored insurance program deductions and credit union contributions.

Section 5. Liability

The City shall not be liable by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section 6. Payroll System

The CSEA members agree that, at such time as the City deems appropriate, the City may convert the present weekly payroll system to a bi-weekly payroll.

ARTICLE 14 - SENIORITY

Section 1. Seniority Definition

Seniority shall mean the status by length of continuous service with the City in a full time classified position. When an employee is granted permanent status, seniority shall be allowed for time spent as a provisional employee. This provision excludes temporary service. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.

ARTICLE 14 – SENIORITY (CONTINUED)

This Article shall not apply to temporary or seasonal service.

Section 2. Employees shall lose their seniority for the following reasons:

- a) Discharge
- b) Resignation - An employee absent for two (2) consecutive normally scheduled workdays without notification of valid reason therefore to the Department Head, and who, in the Department Head's opinion, has no legitimate reason for not notifying the Department Head of his/her absence, may be considered as having resigned.
- c) Failure to return to work when recalled from layoff in accordance with the provisions of Article 15 below.
- d) Failure to return from work upon the expiration of a formal leave of absence.
- e) Retirement.

Section 3. Seniority for Vacation Time

Seniority shall be used for the purpose of selection of vacation and time off. A current seniority roster (updated semi-annually) shall be posted in each department.

ARTICLE 15 - ABOLITION OF POSITIONS / LAYOFFS AND RECALL

Section 1. Layoff Notice

The City shall determine the job titles necessary for the operations of City Government. Accordingly, the City may opt not to fund any position determined not to be necessary for the operation of City Government. The City shall provide a minimum of thirty (30) calendar days notice to CSEA of its intention to layoff unless extreme financial circumstances require the City to implement any layoff(s) prior to the thirty (30) calendar day notice period. Should such a situation arise, the City will give CSEA as much notice as is practicable.

Section 2. Competitive Class

All competitive employees shall be governed under the applicable provisions of the New York State Civil Service Law as it pertains to layoff, bumping and recall.

Section 3. Non-Competitive and Labor Class

For purposes of layoff of non-competitive and labor class employees, the employee(s) with the least seniority in title shall be the first to be laid off among employees holding the same job title in the affected department. Seniority in title shall be defined as the length of continuous service of an employee since the entry of such employee into the title. If an employee is laid off in his or her job title, the employee shall exercise his or her right to displace an employee in a lower job title who has less department seniority. Departmental seniority shall be defined as the length of continuous service of an employee since entry of such employee into the Department. Departments shall be defined as follows: Finance, Police, Fire, Assessor, Transit and Public Works.

Section 4. Recall

The last person laid off shall be the first to be rehired. The City shall give notice of recall by both regular and registered or certified mail to the employee's last known address. Such recall notice must be acknowledged by the employee within ten (10) calendar days of receipt. Failure on the part of the employee to respond within the aforesaid ten (10) calendar days of the date on which

ARTICLE 15 - ABOLITION OF POSITIONS / LAYOFFS AND RECALL (CONTINUED)

the recall notice was received, shall constitute a voluntary resignation on the part of the employee. The recall list shall be in effect for two (2) years from the date of layoff.

ARTICLE 16 - JOB VACANCIES

Section 1. Job Postings

The employer shall post all unit job vacancies for a period of three (3) working days. All bidders will be given equal opportunity to prove ability. When, in the employer's sole discretion, ability proves equal, seniority will be the determining factor.

ARTICLE 17 - WORKDAY/WORKWEEK/OVERTIME

Section 1. Workweek Definition

The normal workweek for all bargaining unit employees will consist of five (5) consecutive eight (8) hour days which will, except in cases of emergency, be Monday through Friday. The typical Monday through Friday workday is 7:00 a.m. to 4:00 p.m. The Department Head will set the actual hours of work and the duties to be performed by each bargaining unit member in their respective Departments. Should the Department Head determine that the hours of work are to be modified, he or she will notify employees of the change as far in advance as possible.

Section 2. Overtime

All employees will be paid one and one-half (1 ½) time their regular hourly rate when required to work more than their regularly scheduled work week of 40 hours per week. There will be no change in shifts or schedules for the purpose of preventing any employee from completing their normal workweek. All approved leave time with pay will be considered time worked for purposes of computing overtime.

Section 3. Summer Work Schedule

The City and CSEA may by mutual Agreement, implement a revised summer work schedule. The specific details of the summer work schedule shall be reduced to writing and posted prior to its commencement.

Section 4. Compensatory Time Off

At management's sole discretion, employees may request compensatory time off at time and one-half in lieu of overtime payment.

Section 5. Shift Differential

Upon the execution of this Agreement, if an employee who generally works the first shift (day shift), works either the second (evening) or third (night) shifts, he/she shall receive a fifteen (15%) percent differential on his/her hourly rate up to forty (40) hours in any work week. Custodians or cleaners who begin their shift between 3pm- 6pm, also known as second (evening) shift, shall receive a ten (10%) differential pay. Those employees who work the third (night) shift, which begins from 9pm – 12pm, shall receive a fifteen (15%) percent differential pay.

Section 6. Sanitation Shift Differential

An employee who generally works the day shift who is assigned to sanitation, will receive a fifteen (15%) percent shift premium for the period of time during which he/she works prior to the start of the day shift hours in effect at the time the employee is assigned to sanitation.

ARTICLE 17 - WORKDAY/WORKWEEK/OVERTIME (CONTINUED)

Section 7. Sanitation Work Assignment

Employees in the laborer classification who perform duties other than sanitation are not exempt from temporary reassignment to the sanitation crew as determined by the City.

The parties agree that it is essential that there is staff deployment for sanitation during periods of illness, or approved leave for laborers normally assigned to refuse pick-up. Therefore, the parties agree that assignment of substitute laborers shall continue to be accomplished on a rotating basis from the group of laborers who formerly performed refuse pick-up. Should the substitute labor pool be exhausted, substitute workers shall be selected from among laborers in the inverse order of seniority.

Section 8. Emergency Call Back Premium Pay

The City shall pay a minimum call back allowance of two (2) hours at time and one-half (1 ½) time an employee's regular straight time hourly rate to any employee who is home and is called back to work due to an emergency. An emergency shall be defined as a specific, unanticipated occurrence which necessitates immediate action in the opinion of the Supervisor or Department Head.

ARTICLE 18 – HOLIDAYS

New Year's Day	Washington's Birthday
Veteran's Day	Memorial Day
Thanksgiving Day	Independence Day
Day After Thanksgiving	Labor Day
Christmas Day	Columbus Day
Martin Luther King Day	Employee's Birthday

*One (1) Floating Holiday

*Effective 1/1/00, a Floating Holiday will be earned but not be cumulative and will be subject to the approval by management.

Section 1. Holiday Observance

When a holiday falls on Saturday, the preceding Friday shall be the day observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 2. Holiday Overtime Payment

All employees required to work on any holiday noted in this Agreement will be compensated at time and one-half (1 ½) their straight time hourly rate for all hours actually worked on the holiday plus the applicable holiday pay at the employee's straight time hourly rate.

ARTICLE 19 - VACATION LEAVE

Section 1. Vacation Accruals

All employees of this bargaining unit shall be granted vacation leave in the following manner:

- Upon completion of 1 year of service - 5 days
- Upon completion of 3 years of service - 10 days
- Upon completion of 4 years of service - 15 days
- Upon completion of 5 years of service - 20 days

ARTICLE 19 - VACATION LEAVE (CONTINUED)

Employees completing 10 years of service shall be granted an additional day of vacation for each year of service over 10 years, to a maximum of 25 days total vacation.

Section 2. Use, Accumulation, and Sell Back of Vacation Accruals

Vacation time may be liquidated in one (1) hour units. Employees may accumulate and carry over vacation leave credits to a maximum of fifteen (15) days or sell back up to fifteen (15) days.

Section 3. Eligibility

The employee's date of employment will be the beginning of his/her years of service in a permanent class position as outlined in Section 1 of Article 14.

Section 4. Vacation Scheduling

Seniority shall be the determining factor for scheduling vacation. Prior to March 15 and August 15 of each calendar, employees may elect to submit vacation requests of one-week blocks or more to their Department Head or immediate Supervisor. Vacation requests will be made on a standard Vacation Request Form. Seniority shall be the determining factor for scheduling vacation requests, and the Department Head or immediate Supervisor will notify the employee of approved vacation by April 1 and September 1 of each year. Employees whose one-week or more vacation blocks are denied, may elect to submit a revised vacation request for the Department Head or immediate Supervisor's consideration following receipt of notification. (The vacation schedule shall be conspicuously posted upon completion.)

Section 5. Separation from Service

Upon an employee's separation from service for any reason other than discharge or failure to comply with Civil Service regulations or requirements relative to maintaining his or her position, all accrued vacation time will be paid in cash, upon the employee's separation from employment with the City.

Section 6. Short Notice Vacation Request

An employee shall request vacation leave giving as much advance notice as possible. A "Short Notice" vacation request, however, shall not be unreasonably denied. A Department Head may deny a vacation request.

ARTICLE 20 - SICK LEAVE

Section 1 - Each full time employee hired prior to January 1, 1985 shall be granted sick leave at the rate of one and one-quarter (1 ¼) days for each successive month of service. Employees hired after January 1, 1985 shall accumulate sick leave at the rate of one (1) day per month. There will be no cap on the amount of sick time that can be accumulated.

Section 2 - All employees who are employed as of Jan 1, 2008 shall receive a one-time credit of twenty (20) hours of sick time per year of service. This sick time shall be used only toward the payment of health insurance premium costs for any employee who retires from service to the City. This one-time sick time credit shall have no cash value and cannot be surrendered for payment.

ARTICLE 20 - SICK LEAVE (CONTINUED)

Beginning Jan 1, 2009 all accumulated unused sick time hours, including the one time credit of twenty (20) hours per year of service referred to in the preceding paragraph, will be computed at the new 2009 hourly rates and this dollar amount will begin a sick time bank that may be used to offset the cost of health insurance that is the responsibility of the employee after they retire from service to the City.

Each year, all unused sick time hours for the year shall be computed at that respective years hourly rate and this dollar amount will be added to the existing sick time bank. Each year, the employee will receive an original statement from the City reflecting their sick time bank value. If there is an error in the calculation, then a representative of the City shall meet with the employee and any necessary correction will be made.

At the time of retirement, employees must select whether they wish to be paid the value of their accrued sick time or continue coverage under the City's health plan, except as specifically provided in the paragraph below. Employees must specify their selection in writing to the Commissioner of Finance prior to retirement. If an employee opts for payment for all accrued sick time, neither the employee, nor his/her spouse, nor his/her dependents shall be entitled to health care coverage by the city subsequent to the retirement from the City. Should an employee fail to specify their choice to the Commissioner of Finance, in writing, on or before their effective retirement date, the employee shall be deemed to have selected to remain on the City's health plan and shall not be paid the value of their accrued sick time.

The following seven (7) City employees, Douglas Morrison, Ronald Rizzo, Kenneth Buddle, Brian Young, Stephen Kemmer Jr., James Walsh, and Patsie Kunath-Brown, shall be permitted to receive cash payment for unused sick time at the time of retirement and be eligible to continue health insurance on retirement under the all following conditions only:

1. The City shall pay the above-named employees, or upon death of the employee, the employee's spouse up to six hundred (600) hours of the unused sick time at the applicable rate upon retirement;
2. After payment pursuant to #1 above, any remaining unused sick time may be applied to health insurance premiums after retirement.
3. In order to be receive cash payment for unused sick time under this Section, the above-named individuals must retire by December 31, 2011.
4. These seven (7) employees named above shall also receive the one-time credit of twenty (20) hours of sick time per year of service outline above for the sole purpose offsetting health insurance premiums after retirement.

Section 3. Use of Sick Leave

Subject to Supervisor or Department Head approval, sick leave may be used in hourly units for personal illness or injury as well as for doctor or dental appointments. Said use of sick leave shall only be granted upon the approval of the department head or designee.

The City may request an employee to provide a doctor's certificate for any absence charged to sick leave.

ARTICLE 21 - PERSONAL LEAVE (CONTINUED)

Section 4. Sick Leave Use for Family Illness

Subject to Department Head approval, sick leave may be utilized for illness in the employee's immediate household up to a maximum of five (5) days per year. Additional days may be authorized at the Department Head's discretion. The employer shall record the type of sick leave charged to track utilization of "dependent" illness.

Section 1. Accruing Personal Leave

Personal time will accrue on the employee's anniversary date as follows:

- 1 day upon initial employment;
- 2 days after one (1) full year of employment;
- 3 days after two (2) full years of employment; and, 4 days after ten (10) full years of employment (effective 1/1/00).

Section 2. Use of Personal Leave

An employee shall not be required to provide a reason when requesting personal leave. However, to be eligible to receive such personal leave, the employee shall request it as far in advance as possible. Requests for personal leave shall not be unreasonably denied.

Section 3. Unused Personal Leave

Personal leave shall not be cumulative and must be used. No payment shall be made for unused personal leave. Unused personal leave shall be converted to sick time.

ARTICLE 22 - UNPAID LEAVES OF ABSENCE

Section 1. Eligibility for Unpaid Leave of Absence

An employee may apply to his/her Department Head for an unpaid leave of absence without benefits (except the application of COBRA) or accrual of benefits for a period of up to one (1) year, after completing one (1) year of continuous, full-time service with the City.

Section 2. Approval of Unpaid Leave of Absence

Approval of unpaid leaves shall be at the discretion of the Department Head after consultation and approval of the Mayor.

Section 3. Request for Unpaid Leave of Absence

A request for an unpaid leave must be given to the Department Head in writing at least thirty (30) calendar days prior to the proposed commencement of the unpaid leave. In unusual circumstances, the thirty (30) calendar day time period may be waived by the Department Head.

ARTICLE 23 - ACCRUAL OF BENEFITS

Section 1. Accrual of Benefits While on Leave

An employee on an unpaid leave of absence, layoff, or disability leave shall accrue no benefits during that period. Upon the employee's return, his/her annual benefits, if applicable, shall be prorated taking into account the percentage of time for which the employee was absent.

Section 2. Accrual of Benefits While Out on Worker's Compensation

ARTICLE 23 - ACCRUAL OF BENEFITS (CONTINUED)

While out on workers compensation, an employee's benefits shall continue to accrue for up to one (1) year. An employee in the bargaining unit shall not be entitled to receive any more monies or benefits while out on compensation than he/she should receive if working.

ARTICLE 24 - JURY DUTY

Section 1. Leave For Jury Duty

A regular full time employee who is required to serve on jury duty shall be excused from City employment with pay for that purpose provided that the employee produces documentation setting forth the time he or she is required to report.

Section 2. Return to Work

An employee must return to work for the remainder of the work day immediately after completion of jury duty on any day where the employee is only required to serve for part of the day.

Section 3. Jury Duty Pay

Any compensation received by an employee other than mileage reimbursement, for service as a juror shall be delivered to the Commissioner of Finance upon the employee's receipt of same.

ARTICLE 25 - BEREAVEMENT LEAVE

Section 1. Entitlement to Bereavement Leave

Subject to verification by the Department Head, the City will allow each bargaining unit member up to three (3) work days off with full pay in the event of the death of an immediate family member and one (1) day for the death of an Aunt or Uncle.

Section 2. Definition of Immediate Family

For the purpose of this section, immediate family shall include:

- 1) Spouse
- 2) Natural, foster or step-parent
- 3) Natural, foster or step-child
- 4) Brother or sister
- 5) Brother-in-law or Sister-in-law
- 6) Father-in-law or Mother-in-law
- 7) Grandfather or Grandmother
- 8) Grandchild
- 9) One additional significant other residing in the household

ARTICLE 26 - HEALTH INSURANCE

Section 1. PPO Plan

The City will provide employees with the Traditional Blue PPO 813 Plan with a \$5 / \$20 / \$40 prescription drug co-pay and a \$15 doctor co-pay.

Section 2. HMO Plans

The City will provide employees with two HMO Plans, currently MVP and Health Now Flex.

ARTICLE 26 - HEALTH INSURANCE (CONTINUED)

The MVP prescription drug benefit shall be \$5.00 generic, \$10.00 for brand drugs and a \$20 doctor co-pay. The Health Now Flex prescription drug card will be subject to a \$5/ \$10 / \$25 co-pay and \$20 doctor co-pay.

Section 3. Health Insurance Contributions

A. All Full Time and Part Time Employees

Effective July 1, 2008 and retro-active to July 1, 2008, all full time and part time employees will contribute toward health insurance coverage at the following rates:

7/1/08	1%	of \$27,500	\$275	Annually/\$5.29	weekly Individual Plan
7/1/08	1.5%	of \$27,500	\$412.50	Annually / \$7.94	weekly Two Person Plan
7/1/08	2%	of \$27,500	\$550	Annually / \$10.59	weekly Family Plan
1/1/09	1%	of \$27,500	\$275	Annually/\$5.29	weekly Individual Plan
1/1/09	1.5%	of \$27,500	\$412.50	Annually / \$7.94	weekly Two Person Plan
1/1/09	2%	of \$27,500	\$550	Annually / \$10.59	weekly Family Plan
1/1/10	1.5%	of \$27,500	\$412.50	Annually / \$7.94	weekly Individual Plan
1/1/10	2.25%	of \$27,500	\$618.75	Annually / \$11.90	weekly Two Person Plan
1/1/10	3%	of \$27,500	\$825	Annually / \$15.87	weekly Family Plan
1/1/11	2%	of \$27,500	\$550	Annually / \$10.59	weekly Individual Plan
1/1/11	3%	of \$27,500	\$825	Annually / \$15.87	weekly Two Person Plan
1/1/11	4%	of \$27,500	\$1,100	Annually / \$21.16	weekly Family Plan

The Parties agree that the wage increases specified in this agreement are effective January 1, 2008 and that increases in health insurance contributions are effective July 1, 2008. The Parties further agree that if the amount of retroactive health insurance premiums due the City exceeds an employee's retroactive wage due, the affected employee(s) shall not have to pay any amount in excess of what the employee was due as a retroactive wage payment.

B. If an employee passes away while still actively employed the spouse shall continue to be eligible to receive health insurance according to the following schedule:

EMPLOYEE YEARS OF SERVICE	SURVIVING SPOUSE PAYS
1 - 8 years	100% of the premium
9 - 13 years	75% of the premium
14 - 18 years	45% of the premium
19 - 23 years	20% of the premium
24+ years	10% of the premium

Section 4. Open Window Period

The City will notify all employees of the "open window period" to change health insurance carriers in a timely manner.

Section 5. Insurance Carriers

Should the City contemplate changing insurance carriers it shall consult with CSEA prior to effecting such change. In the event CSEA contends that the benefits after change of carrier are not equivalent to those theretofore, CSEA may initiate a grievance hereunder at Step Two of the grievance procedure.

ARTICLE 26 - HEALTH INSURANCE (CONTINUED)

Section 6. Vision Care

The City shall provide vision care through the CSEA Employee Benefit Fund, the Platinum 12 Vision Care, for all employees and their dependents, at the guaranteed rate of \$13.44 monthly payment through June 30, 2001. The City will continue the benefit effective July 1, 2001 with the employee paying any increase in benefit cost.

Section 7. Disability Insurance Plan

The City shall provide a disability insurance plan for members of the bargaining unit. Such plan shall be available on the basis of a weekly payroll deduction of sixty (\$.60) cents for each member of the unit.

Section 8. 125 Pre-Tax Dollar Benefit Plan

The City will provide employees with the 125 pre-tax dollar benefit for contributions towards health and vision care.

Section 9. Health Insurance Reimbursement Program

Those employees covered by this Agreement who have other health insurance coverage may elect to cancel their coverage through the City. Those employees who elect not to avail themselves of health insurance benefits will be paid the following amounts:

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Single coverage	\$1,100	\$1,200	\$1,300	\$1,400
Two Person coverage	\$2,200	\$2,400	\$2,600	\$2,800
Family coverage	\$3,300	\$3,600	\$3,900	\$4,200

These incentive payments will be made in two installments of 50% each in the first pay periods of June and December each year.

If an employee who has elected this option should lose their other coverage, they shall immediately notify the City and their coverage shall be reinstated as soon as is practicable depending upon the insurance carrier and type of coverage requested. Should a member elect to receive health insurance from the City after opting out, the member shall reimburse the City on a pro-rata basis for any incentive payment received for the period in question.

ARTICLE 27 – COMPENSATION

Effective January 1, 2008 and retro-active to January 1, 2008, the salary schedule attached hereto entitled Appendix A - CSEA Salary Schedule shall be the schedule implemented.

Effective January 1, 2008 and retro-active to January 1, 2008, a starting salary schedule will be implemented for all new hires. That schedule is attached hereto and entitled Appendix B – CSEA Starting Salary Schedule.

Any employee hired after January 1, 2007 who currently makes more than the new starting salary shall not have their salary adjusted down but will remain at their current rate of pay until an adjustment is warranted according to the Starting Salary Schedule.

ARTICLE 27 – COMPENSATION (CONTINUED)

Pay rates for current employees who have a permanent change of job title due to a vacancy or newly created position will be subject to the Starting Salary Schedule outlined in Appendix B; provided, however, employees who change job titles due to a vacancy or newly created position and currently makes more than the starting salary outlined in Appendix B shall not have their salary adjusted down but will remain at their current rate of pay until an adjustment is warranted according to the starting salary schedule.

ARTICLE 28 – LONGEVITY

Section 1. Eligibility for Longevity

Effective January 1, 2008 and retro-active to January 1, 2008, employees shall receive the appropriate longevity pay rate based on their years of service in accordance with the following longevity pay rate schedule, multiplied by the employee's years of service:

Yrs. Of Service	Jan 1, 2008	Jan 1, 2009	Jan 1, 2010	Jan 1, 2011
3 – 10	\$50	\$50	\$50	\$50
11 – 18	\$60	\$65	\$70	\$75
19 – 24	\$70	\$80	\$90	\$100
25 +	\$85	\$100	\$100	\$100

The maximum annual longevity amount shall be capped at \$2,200.

Any part-time employee hired after January 1, 2009 shall be paid a pro-rated longevity amount that will be determined by the number of hours they work each week.

Section 2. Longevity Payment Date

Employees shall be paid their longevity in the first pay period subsequent to their anniversary date.

Section 3. Proration During Leave of Absence

Longevity shall not be prorated except that an employee shall be eligible for payment of longevity on a prorated basis upon his return to City service following an approved unpaid leave of absence, layoff or disability leave in accordance with Article 41 of this Agreement.

ARTICLE 29 – RETIREMENT

Section 1. Retiree Health Care

YEARS OF COMPLETED SERVICE	EMPLOYEE CONTRIBUTION
1 – 8	100%
9 – 13	75%
14 – 18	45%
19 – 23	20%
24 + 10%	10%

In the event a retired employee dies and his/her spouse has not yet reached Medicare eligibility, the spouse will pay double (twice) the percentage noted in this Section, up to a maximum of 50% of the applicable premium. In the event the surviving spouse elects to continue health insurance

ARTICLE 29 – RETIREMENT (CONTINUED)

coverage under this provision, the spouse shall be able to apply all unused sick leave credit accumulated pursuant to Article 20, Section 2.

The retired employee participating in the Blue Shield Medicare Advantage 799 plan or then comparable plan shall not contribute toward the premium cost of the plan. At such time that the employee's spouse is Medicare eligible, the spouse will be required to pay 50% of the City's Medicare supplement premium. If employee's spouse has not yet reached Medicare eligible age, they shall be eligible to continue coverage of whatever plan they are currently insured by according to the schedule outlined in ARTICLE 26. Any unused, accumulated sick time bank can continue to be utilized for the purpose of health insurance premium only until it is exhausted.

The retired employee and/or spouse shall be responsible for all applicable co-pays and deductibles, as specified in the policy, as those co-pays and deductibles may change from time to time.

Section 2. Medicare Part B

Upon execution of this Agreement, all active employees and their spouses participating in a City plan shall be required to participate in the Blue Shield Medicare Advantage 799 plan or then comparable plan offered by the City when they reach Medicare eligible age.

All employees and their spouses who retire under this Agreement and continue participation in a City plan shall be required to enroll in the Blue Shield Medicare Advantage 799 plan or then comparable plan offered by the City when they reach Medicare eligible age.

The City will pay the applicable Medicare Part B premium to the employee or retiree's spouse on a quarterly basis for life SO LONG as the employee and/or spouse participate in the Blue Shield Medicare Advantage 799 or then comparable plan offered by the City when they reach Medicare eligible age.

Section 3. NYS Retirement System

The City shall be a participant in the NYS Employees' Retirement System and shall subscribe to Section 75g of the Retirement and Social Security Law. The City and CSEA shall assess the feasibility of implementing Section 75i for eligible employees.

Section 4. Unused Sick Leave Accruals for Retirement

The City has adopted the provisions of Section 41j of the New York State Retirement and Social Security Law as it relates to the application of unused sick leave for additional retirement service credit.

Section 5. Accrual Cash Out Upon Retirement or Death

Upon retirement directly from service with the City or upon death while in service for the City, accumulated unused sick, vacation and personal leave shall be paid to the employee or his/her personal representative in a lump sum.

Section 6. Out of Network Area

If a retiree does not reside within the Network Area and is, therefore, not eligible to continue coverage under the Blue Shield Medicare Advantage 799 Plan or then comparable plan provided by the City, the retiree shall be responsible to purchase his/her insurance coverage individually and the City shall pay the applicable Medicare Part B premium to the retiree and his/her spouse

ARTICLE 29 – RETIREMENT (CONTINUED)

for life and applicable premium up to the amount being paid by the City for the Medicare supplement plan in effect for those in the network area and 50% of said premium for the spouse for life. The employee shall notify the City in writing of their mailing address and provide an authentic Certificate of Insurance or other acceptable proof of insurance.

ARTICLE 30-EDUCATION, TRAINING AND LICENSING PROGRAMS

Section 1. Training Programs

Training programs shall be established for all employees, with selection of candidates based on seniority with the City and job performance. Employees in possession of a Class A or B

Commercial Drivers permit or license shall be trained as equipment operators at such times when equipment is not active or being used on a job assignment.

Section 2. Fees - Class D and CDL

The City shall pay the cost for training, testing and license fees above that required for a Class D license for employees to maintain their Commercial Drivers License (CDL).

Section 3. Job Related Courses

The Mayor may, upon request of a Department Head, grant permission for employees to attend short term, job related courses. The City will pay enrollment fees if any, and the cost of instructional material.

Section 4. College Course(s)

The City may, upon request of a Department Head and with the approval of the Mayor, grant permission for employees to enroll in job related college course(s). Upon presentation of evidence indicating successful completion of job related course(s), the employee will be reimbursed the tuition cost. Successful completion shall be defined to mean the grade "C" or its numerical equivalent.

ARTICLE 31 - LABOR-MANAGEMENT COMMITTEE

The City and the Unit President, together with two (2) additional union representatives designated by the Unit President, agree to meet quarterly and confer on matters of mutual interest. The dates for the quarterly meetings shall be set by the parties in January of each year. An agenda shall be developed by the parties within fifteen (15) working days of each meeting, and discussions at the meetings shall be limited to the matters set forth on said agenda.

ARTICLE 32 - OUT OF TITLE COMPENSATION

Section 1. Out of Title Compensation

The parties agree that when an employee in the Department of Public Works is assigned the duties ordinarily performed by an employee in a higher paid job classification for a period of three (3) or more continuous hours, that employee shall receive the pay rate applicable to the particular job title for the time worked. This provision shall not apply in the case of a member of the bargaining unit who has tested positive for drugs or alcohol and is assigned to work in a higher paid job classification as a result of such positive test.

ARTICLE 32 - OUT OF TITLE COMPENSATION (CONTINUED)

It is further agreed that an employee in the Department of Public Works who is assigned the duties ordinarily performed in a lower paid job classification shall not have his or her pay rate changed provided such assignment does not arise as a result of any disciplinary proceeding.

ARTICLE 33 - JOB ASSIGNMENTS

Section 1. HEO/MEO Job Assignments

Heavy equipment operators shall be assigned to operate heavy equipment. Medium equipment operators may be assigned to heavy equipment only if there is no Heavy equipment operator available.

Medium equipment operators shall be assigned to operate medium equipment. Light equipment operators may be assigned to medium equipment only if there is no medium equipment operator available.

Laborers with proper qualifications may be assigned to operate light equipment if there is no light equipment operator available.

Section 2. Job Assignments - Seniority/Ability

Seniority and ability in job title shall be applied for purposes of job assignments in a particular title. Thereafter, employees claiming ongoing adverse work assignments shall verbally review the problem with their immediate supervisor. If the issue is not resolved, the complaint shall be reduced to writing and submitted to the Department Head or designee. The Department Head or designee shall reply to the employee in writing within three (3) working days.

ARTICLE 34 - GRIEVANCE PROCEDURE

Section 1. Grievance - Intent of the Parties

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances through procedures under which the parties may present grievances free from coercion, restraint or reprisal.

Section 2. Grievance Definitions

"EMPLOYEE" - any person(s) covered by this Agreement as specifically provided for under Article 2, Section 2 who is currently on the payroll. In the event of a lay off or termination, the affected employee must commence any grievance relative thereto within ten (10) days of the occurrence.

"EMPLOYER" - the City of Groversville.

"ASSOCIATION" or "UNION" - the Civil Service Employees Association Inc., and its representatives.

"GRIEVANCE" - any claimed violation, misinterpretation, inequitable application or non-compliance with the provisions of this Agreement; those matters affecting an employee's health and/or safety relating to materials or equipment furnished to an employee.

ARTICLE 34 - GRIEVANCE PROCEDURE (CONTINUED)

"SUPERVISOR" - the individual on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

"DEPARTMENT HEAD" - person responsible for the overall function of an individual operational division of City government, wherein bargaining unit employees are located. Relevant operational divisions of the City include the following; Assessor's Office, Finance Department, City Clerk's Office, Department of Public Works, and the Police and Fire Departments.

"DAYS" - all days other than Saturday, Sunday and holidays. The term "days" shall be used to compute the number of days within which action must be taken or notice given within the terms of this procedure. Compliance with the time frames and Steps of this Grievance Procedure shall be a condition precedent to arbitration.

"CLASS ACTION GRIEVANCE" - any issue which affects one or more employees in the bargaining unit as the bargaining unit is specifically defined in Article 2, Section 2 of this Agreement.

Section 3. Grievance Representation

An employee or employees who have filed a grievance may select to either represent themselves, select the Unit President and/or his/her designee, or request a CSEA Labor Relations Specialist to assist in the processing and/or preparation of the grievance. No representative may be present from any employee organization other than CSEA.

The CSEA Labor Relations Specialist assigned by CSEA to administer the Agreement shall receive notification of any written grievance received by the Mayor on a mutually agreed to form. It is agreed by the parties, however, that the CSEA Unit President shall have the ultimate responsibility to apprise the CSEA Labor Relations Specialist of any written grievance received by the Mayor.

Section 4. Grievance Accessibility

When a grievance has been filed, the employee(s) who filed said grievance may request and receive their personnel file.

All grievance discussions, meetings, conferences and hearings shall be conducted at a mutually convenient time.

Section 5. Adherence to the Grievance Time Frames

If an adverse determination at any stage of this procedure is not appealed to the next step within the applicable time period, the grievance shall be deemed abandoned and of no further effect. Compliance with the steps and time frames of the Grievance Procedure shall be a condition precedent to arbitration. The time limits at any step may be extended by mutual consent of the parties in writing.

Section 6. Arbitration Expenses

The fees and expenses of the arbitration shall be borne equally by CSEA, Inc. and management.

ARTICLE 34 - GRIEVANCE PROCEDURE (CONTINUED)

STEP ONE

An employee who claims to have a grievance shall present his/her grievance to his/her Supervisor or Department Head in writing within ten (10) days of its occurrence or within ten (10) days of when the employee becomes or should have become aware of the subject matter of the grievance.

The employee's Immediate Supervisor or Department Head shall meet with the parties to resolve the grievance within three (3) days after receipt of the written grievance. After said meeting, the Immediate Supervisor or Department Head shall render a decision within five (5) days.

STEP TWO

The employee, if not satisfied with the decision at Step One, may, within five (5) days of receipt of the decision, request a review of the grievance by the Mayor or his/her designee. Such request shall be in writing with a copy to the employee's Immediate Supervisor or Department Head. The Mayor or his/her designee shall convene a conference within ten (10) days after his/her receipt of the employee's request for review. The Mayor or his/her designee shall render a decision in writing within twenty (20) days after the conference with copies to the employee and his/her representative.

CLASS ACTION GRIEVANCES may be initiated by CSEA at this Step of the Grievance Procedure. Under no circumstances may CSEA commence a class action grievance relative to an issue or on behalf of any party not specifically covered by the provisions of this agreement. The parties agree that the grievance procedure shall only apply to employees and class action grievances as defined in this Article and that CSEA shall have no right to commence a class action grievance on behalf of any party not having a specific right to utilize the procedure.

STEP THREE

If the employee is not satisfied with the decision at Step Two, CSEA, Inc., and only CSEA, Inc., may serve a demand for arbitration in accordance with the rules of the Public Employment Relations Board. CSEA shall have twenty (20) working days from the employee's receipt of the determination at Step Two to serve its demand for arbitration on the City. Service of the Demand for Arbitration shall be made upon the Mayor or City's representative. Compliance with the time frames specified herein shall be a condition precedent to arbitration.

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement. The arbitrator shall not render any decision contrary to established law, regulations or ordinances. The arbitrator shall also have no authority to make an award covering any period beyond the date the employee became or should have become aware of the subject matter of his or her grievance. CSEA shall have the right to submit briefs to support a particular grievance at arbitration. The arbitrator's decision shall be final and binding.

ARTICLE 35 - DISCIPLINARY PROCEDURE

Section 1. Employee Counseling

An employee's supervisor may counsel an employee concerning deficiencies in performance or misconduct which do not warrant disciplinary action. The purpose of employee counseling is to provide assistance to the employee by making him or her aware of expectations of performance.

ARTICLE 35 - DISCIPLINARY PROCEDURE (CONTINUED)

Counseling shall be provided by the means of person to person oral communication. A counseling session may be followed by confirming memorandum, at the discretion of the supervisor. Copies of counseling memorandums will be maintained in the employee's personnel file. The employee shall receive a copy of any counseling memorandum and may place a written response to same in his or her personnel file.

The employee shall have the right to CSEA representation during a counseling session and shall be notified of such right pursuant to applicable law.

Section 2. Disciplinary Rights and Definition

The definitions and terms as outlined in Article 34, Section 2 - Grievance Definition, shall apply to this disciplinary procedure.

The parties subscribe to the concept of progressive discipline, except for serious offenses. Any employee subject to disciplinary action shall have the right to CSEA representation. An employee may not be removed from service or otherwise be disciplined except for acts of incompetency, insubordination or misconduct.

Upon completion of a ninety (90) day probationary period, all employees in the non-competitive and labor classes shall be accorded the same right to due process as permanent competitive class employees through this disciplinary procedure.

An employee who has been disciplined shall have the right to request and receive their personnel history folder.

An employee who has been served with a Notice of Discipline may select to either represent themselves, select the Unit President or his/her designee, or request a CSEA Labor Relations Specialist to assist in the processing of the disciplinary action.

Section 3. Disciplinary Interrogation

An employee who is a potential subject for disciplinary action and is the subject of interrogation by the City, the employee has the right to:

1. be informed of the subject matter and to confer privately with a CSEA representative before questioning begins;
2. have a CSEA representative present during the interrogation; and,
3. offer information following the questioning.

Section 4. Disciplinary Charges

Where the City seeks the imposition of a written reprimand, suspension without pay, a fine, loss of accrued leave credits, reduction in grade, or dismissal from service, a written Notice of Discipline shall be served upon the employee and the CSEA Unit President simultaneously. The Notice of Discipline shall contain a description of the alleged acts and conduct including reference to dates, times and places. The Notice of Discipline shall also include the proposed penalty.

STEP ONE

The employee may, within ten (10) working days of receipt of the Notice of Discipline, appeal the charges with the Mayor or his/her designee. Such request must be made in writing by the employee to the Mayor with a copy to the CSEA Unit President. Within five (5) working days, the

ARTICLE 35 - DISCIPLINARY PROCEDURE (CONTINUED)

parties shall meet and the Mayor or his/her designee shall issue a decision within five (5) working days. An employee who fails to appeal a Notice of Discipline within ten (10) working days of receipt will have the proposed penalty implemented with no further appeal.

STEP 2

If the employee is not satisfied with the decision at Step One, the employee, CSEA Inc., or private counsel, may serve a demand for arbitration in accordance with the rules of the Public Employment Relations Board. Within twenty (20) working days from the employee's receipt of the Step One Decision, a Demand for Arbitration must be served upon the City or the City's representative. Compliance with the time frames specified herein shall be a condition precedent to arbitration.

The arbitrator shall not render any decision contrary to established law, regulations or ordinances. The arbitrator's decision shall be final and binding upon CSEA Inc. and management and the expenses shall be borne equally between the parties. If private counsel is retained in a disciplinary proceeding, the fees and expenses of the arbitration shall be borne equally by management and the grievant.

ARTICLE 36 - E.E.O. POLICY

Section 1. Discrimination

In the administration of this Agreement, neither the City nor CSEA shall discriminate against any employee because of that employee's race, color, sex, religion, national origin, age or union membership or against qualified individuals with a disability.

Section 2. Investigation Procedure

It is the policy of the parties hereto to maintain a work place free of harassment of any kind and from any source. All complaints will be treated fairly and even handled in order to prevent frivolous or malicious accusations.

Any individual who feels he or she is being harassed should first communicate this displeasure with the action to the offender, but is not required to do so. If an individual fears repercussions from the harasser, he or she may report directly to the Department Head or the Mayor.

All Department Heads and other management staff, who become aware of harassment should attempt to correct the situation and must report it to the Mayor.

Upon receiving a report of harassment, a Department Head or the Mayor will conduct an investigation including an interview with the victim as well as the alleged offender. As part of the investigation, witnesses or other forms of substantiation will be sought. The complaint will be reduced to writing and the results of the investigation known in approximately ten (10) calendar days. The Department Head or the Mayor, if applicable, will make every reasonable effort to determine the facts and resolve the situation.

In the event that an investigation determines that unreasonable conduct, discrimination or harassment has occurred, the following disciplinary action may be taken, depending on the severity of the conduct involved:

- 1) The offender may be counseled;
- 2) The offender may be suspended; or
- 3) The offender may be terminated for cause.

ARTICLE 37 - CONTRACTING OUT

There will be no loss of current employees as a result of the City's exercising its option to contract out for goods and/or services.

ARTICLE 38- AMERICANS WITH DISABILITIES ACT AND FAMILY AND MEDICAL LEAVE ACT

The City and CSEA agree to comply with the Americans with Disabilities Act and the Federal Family and Medical Leave Act as well as any amendments.

ARTICLE 39 - PAST PRACTICE

The parties agree to continue all benefits and past practices granted to employees of this bargaining unit and to the City that are currently in effect.

ARTICLE 40 - PRIOR LETTERS OF AGREEMENT

The parties agree that the provisions of any and all prior Letters of Agreement are merged into this Agreement. Specifically, the parties agree that the Letters of Agreement dated June 27, 1990, February 19, 1991; July 29, 1992; August 7, 1992; October 5, 1992 and October 29, 1992 are of no further force or effect.

ARTICLE 41 - SEVERABILITY CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction to the extent of making the Article or Section inoperable, or if adherence to or enforcement of any Article or Section shall be restrained by such court, the remainder of this Agreement shall not be affected.

ARTICLE 42 - APPROVAL OF THE LEGISLATIVE BODY

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 ITS APPROVAL (Section 204, Civil Service Law).