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GEN | 6879

AGREEMENT

by and between the

CITY OF OLEAN

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 26 2009

ADMINISTRATION

Since 1910



New York's LEADING Union

City of Olean Employees Unit #6202
Cattaraugus County Local 805

June 1, 2008 - May 31, 2011

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WHEREAS, the City of Olean, New York (hereinafter called "Employer"), acting pursuant to the Public Employees Fair Employment Law (Article 14 of the Civil Service Law) as amended, has recognized the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter called "CSEA") as the sole and exclusive representative for the purpose of negotiating collectively in the determination of, and administration of grievances under, the terms and conditions of employment of the employees in the following single negotiating unit:

Included: all full-time employees of the City of Olean.

Excluded: Airport Manager, Assessor, Assistant Director of Public Works, City Auditor, City Clerk - Treasurer, Deputy City Clerk, Director of Community Development, Director of Parks Division, Director of Public Works, Secretary to the Mayor, Supervisor of Public Works Operations, Superintendent of Water and Sewage, all employees of the Olean Fire Department except the Typist, all employees of the Olean Police Department except the Police Matrons and all seasonal and all temporary employees.

The Employer and the CSEA specifically hereby agree that the period of the foregoing exclusive recognition shall extend for a maximum period permitted by law.

NOW, THEREFORE, the Employer and the CSEA agree as follows:

ARTICLE 1.0 **GENERAL**

Section 1.1 Coverage

1.1.1 This agreement covers each person who is, at any given time, an incumbent (including a probationary incumbent) in any of the positions included in the above-described negotiating unit.

1.1.2 As soon as is reasonably practicable after the signing by both parties of this agreement, the Employer shall furnish ten (10) clearly legible copies of this agreement to the CSEA and one copy thereof to each employee. Thereafter, the Employer shall furnish one copy of this agreement to each new employee at the time of his/her hire or appointment.

Section 1.2 Term and Modification

1.2.1 The term of this agreement begins at 12:01 AM on June 1, 2008 (being the date shown under the heading "Subscription" at the end of this agreement) and continues until midnight on May 31, 2011.

1.2.2 Each provision of this agreement goes into effect when the term begins, and goes out of effect when the term ends, except when this agreement or an amendment to this agreement, says otherwise.

1.2.3 If either party desires to modify this agreement, it shall give official notice

thereof to the other party not later than November 1st of the last fiscal year of this agreement. Collective negotiations with respect to modification shall begin not later than February 1st of the last fiscal year of this agreement.

1.2.4 If official notice of modification has not been given, this agreement shall continue for successive terms of twelve (12) months each, unless either party gives official notice of its desire to modify this agreement to the other party not later than November 1st of any such successive term. Collective negotiations with respect to modification shall begin not later than February 1st of any such successive term.

1.2.5 If official notice of modification has been given during the term of this agreement (or during a successive term thereof, as the case may be), the term of this agreement shall continue until the earlier of either:

- (a) The tenth (10th) day following the day on which one party gives official notice to the other party that it desires to terminate this agreement, provided that such notice is given not earlier than ten (10) days prior to May 31, 2011; or
- (b) The day on which the parties agree the term of a modified agreement shall begin.

1.2.6 The parties, by mutual consent, may extend any time limit set forth in Section 1.2 of this agreement, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

Section 1.3 Amendments and Waivers

1.3.1 No provision of this agreement may be deleted or changed, and no provision may be added to this agreement, by implication or by any other means except a written amendment to this agreement signed by each party.

1.3.2 During the term of this agreement, either party may propose that this agreement be amended, but the other party is not obliged to negotiate or agree to any proposed amendment.

1.3.3 No provision of this agreement may be waived by implication or by any other means except a written document signed by each party.

Section 1.4 Interpretation

1.4.1 Except when this agreement says otherwise, the following rules apply in interpreting this agreement:

- (a) A word used in one gender applies also in the other gender.
- (b) A word used in the singular number applies also in the plural.
- (c) This agreement speaks as of the time it is being applied.
- (d) Each provision in this agreement is severable from every other provision.
- (e) Language in this agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.

- (f) Each lettered appendix referred to in this agreement (for example, "Appendix A") is a part of this agreement and is incorporated into and made a part of this agreement by reference.
- (g) As used in the Preamble to this agreement; "temporary" means an employee who is replacing an employee who is on leave of absence or, in the case of a non-competitive position, also means an employee selected to fill a position for a period of less than one year.

1.4.2 Except when this agreement says otherwise, the following definitions apply in interpreting this agreement:

- (a) "Employee" means a person covered by this agreement.
- (b) "Party" means the CSEA or the Employer.
- (c) "Parties" means the CSEA and the Employer.
- (d) "Agreement" means this agreement, all appendices referred to in this agreement, and all amendments to this agreement.
- (e) "Amendment" means a change in the provisions of this agreement made during its term by mutual consent of the parties.
- (f) "Modification" means a change in the provisions of this agreement, which results from collective negotiations pursuant to paragraph 1.2.3 or paragraph 1.2.4 of this agreement.

1.4.3 No provision of this agreement shall be interpreted so as to be in conflict with any provision of law.

1.4.4 Unless this agreement says otherwise, any provision of this agreement, which cites a law, rule or regulation mandated by higher authority is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control, unless this agreement says otherwise.

Section 1.5 Legal Effect

1.5.1 If this agreement requires a party or a person to do anything that is prohibited by law mandated by higher authority, the obligation is invalid, but all other obligations imposed by this agreement remain valid.

1.5.2 Unless this agreement says otherwise, neither party is required to continue any past practice.

1.5.3 This agreement is complete and contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter, which is a proper subject of collective negotiations.

1.5.4 Unless this agreement says otherwise, the Employer is not required to provide or guarantee work for any period of time to any employee.

1.5.5 This agreement supersedes all city laws, rules, regulations and practices, which are inconsistent with any provision of this agreement, except such laws, rules,

5 regulations and practices as are mandated by law of higher authority. The Employer shall
take the steps necessary to rescind or discontinue any such inconsistent law, rule,
regulations or practice.

1 **1.5.6** If a court of competent jurisdiction determines that a provision of this
agreement is invalid, such determination shall not affect the validity of any other provision
of this agreement. If such a determination has been made and no appeal lies there from or
if the time to appeal has passed and no appeal has been taken, the parties, as soon as is
reasonably practicable, shall enter into collective negotiations limited to the subject matter
of such invalid provision, provided that the parties may lawfully negotiate and agree
concerning such subject matter.

ARTICLE 2.0 **CSEA - EMPLOYER RELATIONS**

Section 2.1 Management Rights

5 **2.1.1** The CSEA recognizes that the Employer retains any and all rights vested in it
by law, and further recognizes that the Employer shall continue to exercise those rights, as
well as any and all rights, which may hereafter be vested in the Employer by law, including,
but not limited to, the following rights: to select, hire and promote employees; to determine
the necessity for filling a vacancy; to create new jobs and classifications and to abolish any
job or classification; to transfer employees from one job, classification, or assignment to
another; to demote, suspend, discharge and discipline employees; to train employees and
require their participation in training programs; to subcontract work; to assign, supervise
and direct employees in their work; to determine the work to be done; to layoff employees
and to adjust the size of the working force; and to make reasonable rules for the conduct of
the work and the maintenance of safety, order, discipline, efficiency, and the protection of
property; provided that the Employer must not exercise any of these rights in a manner
contrary to law or to an express provision of this agreement.

1 **2.1.2** Unless this agreement says otherwise, any act which this agreement requires a
department head to perform, may be performed by any other employee to whom the
department head has delegated authority to perform that act.

1 **2.1.3** The Employer must give official notice to the CSEA of the name of each
"department head" and of each "immediate supervisor" (as those terms are used in this
agreement) not later than the fifth (5th) working day following his/her designation or not
later than the fifth (5th) working day after the day on which the term of this agreement
begins, whichever of such working days occurs first.

1 **2.1.4** Special conferences between the Employer and the CSEA to discuss matters of
mutual concern to the parties and to the employees shall be arranged at the request of
either party. The agenda for such conferences shall be agreed upon in advance and matters
discussed at the conference shall be limited to those appearing on the agenda. A conference
shall be attended by at least two representatives of the Employer and at least two
representatives of the CSEA. The Employer and the CSEA shall agree in advance upon the
time and place for a conference and the conference must be held at reasonable times.

2.1.5 If the Employer creates a new classification (either as an addition to or as a replacement of a classification listed in Appendix E), the Employer shall determine what wage grade the new classification shall be assigned to in Appendix E. The Employer shall promptly give official notice to the CSEA of that determination. Within ten (10) working days after receipt of the notice, the CSEA may give official notice to the Employer that it desires to negotiate with respect to the wage grade for the new classification. If the notice is timely, the Employer shall promptly enter into negotiations, but this shall not require the Employer to withhold implementation of its determination once it has given official notice thereof to the CSEA.

2.1.6 A Labor Management Committee will be formed and will meet on mutually agreeable dates and times not more than once each calendar month. The meetings will be attended by the Mayor, or his designee, and the CSEA Unit President, or his designee. All participants must be employees of the City of Olean unless the Union and the Employer agree otherwise. Any request for additional participants shall not be unreasonably denied. The agenda for each meeting will be exchanged at least one week in advance of the meeting. Minutes of the meeting will be taken and signed by both parties at the next meeting. Pending grievances, claimed violations of this agreement, acts of discipline or discharge, and issues regarding wages, compensation, or benefits will not be discussed at these meetings.

2.1.7 Three months before subcontracting bargaining unit work, the Employer shall notify the Union of such subcontracting to enable the Union to make a proposal to the Employer to avoid the subcontracting.

Section 2.2 CSEA Representation and Activity

2.2.1 The Employer shall permit a non-employee representative of the Civil Service Employees Association to confer with employees during working hours for a reasonable period of time for the purpose of investigating a grievance. Before conferring with an employee, the Association representative shall make his presence and the purpose of his/her visit known to the employee's department head. The Association representative may confer with an employee if the conference will not interfere unreasonably with the performance of the duties assigned to the employees.

2.2.2 For the purpose of investigating and processing grievances in their respective groups, there shall be eight (8) grievance representatives, one or two from each group list below, who shall be designated by CSEA:

- (a) Water
- (b) Sewer
- (c) Street, Parks and Mechanics
- (d) Municipal Building
- (e) Dispatch

2.2.3 A Grievance Representative may investigate grievances arising in his/her group and present them to the Employer without loss of time or pay; provided that the use of an abnormal amount of time or other abuse of this privilege may result in loss of time or pay as the Employer shall determine.

2.2.4 A Grievance Representative must obtain the permission of his/her immediate supervisor before leaving his/her assigned duties to handle a particular grievance. The supervisor may refuse for a reasonable period of time to permit the Grievance Representative to leave his/her assigned duties if his/her leaving would interfere unreasonably with the performance of his/her duties or with the performance of the duties assigned to other employees. A Grievance Representative must report to his/her immediate supervisor before returning to his/her assigned duties. In departments where time clocks are available, the Grievance Representative shall punch off the job and punch in on CSEA business after obtaining permission from his/her supervisor to leave his/her assigned duties and shall punch off CSEA business and punch in on the job before returning to his/her assigned duties.

2.2.5 The CSEA must give official notice to the Employer of the name of each Grievance Representative and of each officer of the Olean City Unit of the Cattaraugus County Chapter of the Civil Service Employees Association, not later than the fifth (5th) working day following his/her designation or not later than the fifth (5th) working day after the day on which the term of this agreement begins, whichever of such working days occurs first.

2.2.6 No CSEA meeting shall be held on the Employer's property at any time, except if the Employer consents thereto in writing.

2.2.7 An employee who is a member of the CSEA State Board of Directors shall be granted leave of absence on up to 12 working days per year for the purpose of attending such Board of Directors' meetings. An employee who is a delegate to the CSEA Annual State Convention shall be granted leave of absence of up to 5 working days per year for the purpose of attending the convention. An employee who is an elected or appointed official of CSEA Region 6 shall be granted leave of absence on up to 5 working days per year for the purpose of attending Region 6 meetings and official functions as called by the Regional President. Only one employee at a time may take leave pursuant to this paragraph. All such leave shall be without loss of pay or charge against the employee's personal leave credits. Not later than the tenth consecutive working day immediately prior to the first day of the leave, the CSEA President shall give to the employee's department head a written notice stating the name of the employee authorized by the CSEA to take leave under this paragraph, the meeting to be attended, and the beginning and ending dates of the leave.

2.2.8 An employee has the right to have a Grievance Representative present when he/she is called in by his/her department head for the purpose of having discipline imposed or being counseled. If a department head or supervisor wants to question an employee about a matter, which the department head or supervisor knows or reasonably suspects will subject the employee to discipline or discharge, the provisions of Civil Service Law Section 75(2) regarding union representation will apply except that the notice of employee's right to union representation does not have to be in writing.

Section 2.3 Bulletin Boards

2.3.1 The Employer must place a suitable, lockable, glass-enclosed bulletin board for the exclusive use of the CSEA in a convenient place in each of the following buildings:

- (a) City Garage

- (b) Filtration Plant
- (c) Sewage Treatment Plant
- (d) Water Maintenance Building
- (e) Airport
- (f) Stadium
- (g) Municipal Building

2.3.2 The CSEA may post announcements of CSEA meetings, CSEA elections, CSEA social events, changes of CSEA officers, deaths, and illnesses on the bulletin board. All other material must be approved by the Mayor before it can be posted.

2.3.3 The CSEA shall limit its posting of announcements and other material to the bulletin boards.

Section 2.4 Official Notice

2.4.1 Giving official notice to the Employer means giving notice in writing to the Mayor in person, or to him/her by letter or telegram addressed to him/her at the Municipal Building, Olean, New York.

2.4.2 Giving official notice to the CSEA means giving notice in writing to the President of the Olean City Unit of the Cattaraugus County Chapter of the Civil Service Employees Association (or to a person designated by the President, in writing) in person, or by letter or telegram addressed to him/her at his/her most recent address shown on the Employer's records.

Section 2.5 CSEA Deductions

2.5.1 The Employer shall deduct from the wages of the employee and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210; regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deductions. With respect to each employee who has not submitted such a payroll deduction authorization, the Employer shall deduct an amount equal to the regular membership dues as an agency fee. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for the employees in this unit.

2.5.2 Not later than the fifth (5th) working day following the effective date of this agreement, the CSEA shall give the Employer official notice of the amount of the monthly dues/agency fees to be deducted. If the amount of monthly dues/agency fees is thereafter changed, deduction of the new amount shall begin in the second payroll period of the month following the month during which the Employer received official notice from the CSEA of the new amount.

2.5.3 The monthly dues/agency fees shall be deducted in the second payroll period of each month.

2.5.4 Dues deductions for an individual employee shall begin in the second payroll period of the month following the month during which the employee's signed dues deduction authorization card was received by the Employer.

2.5.5 Dues deductions for an individual employee shall continue to be made until and including the month during which the Employer has received from the employee a written statement signed by him/her revoking his/her dues deduction authorization card.

2.5.6 Not later than the fifteenth (15th) calendar day of each month, the Employer shall deliver or mail to the CSEA all dues and agency fees deducted during the preceding calendar month together with a list of the employees for whom deductions were made.

2.5.7 The CSEA shall hold the Employer harmless against any and all suits, claims, demands and liabilities arising out of an action of the Employer in connection with this Section 2.5.

2.5.8 The Employer shall deduct from the wages of an employee who has signed an appropriate payroll deduction authorization:

- (1) One deduction for life insurance and sickness and accident insurance which deduction shall be combined with the CSEA dues deduction and be remitted to the CSEA; and
- (2) One deduction for homeowners insurance and automobile insurance which deduction shall be made in the first payroll period of each month and shall be remitted to an insurance company designated by the CSEA.

The other paragraphs of this Section 2.5 (except paragraph 2.5.3) shall apply to deductions made pursuant to this paragraph.

Section 2.6 Collective Negotiations

2.6.1 At the first negotiation meeting each party must give to the other not less than ten (10) copies of its written proposals for changing, adding to, or deleting from the provisions of this agreement.

2.6.2 After the exchange of proposals required by paragraph 2.6.1 of this agreement, either party may modify or withdraw any one or more of its own proposals and may submit counterproposals with respect to the subject matter of the other party's proposals. Such modifications of proposals and such counterproposals must be reduced to writing by the party making them upon request of the other party.

2.6.3 Prior to the close of the first negotiations meeting and of each subsequent meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesmen for each party.

2.6.4 Each party shall transmit, with the proposals required by paragraph 2.6.1 of this agreement, the name, address and telephone number(s) of its principal spokesman for collective negotiations and the name of each member of its negotiations team. All correspondence with respect to the negotiations shall be conducted between the principal spokesmen.

2.6.5 Each provision of a new or modified agreement, which has been agreed to by the negotiation teams of both parties, as evidence of such agreement, shall be reduced to

writing, dated with the date upon which agreement was reached, and initialed by the principal spokesman of each party.

2.6.6 The agreement reached by the negotiation teams must be presented to the membership of the Olean City Unit of the CSEA for ratification. The agreement must also be presented to the Common Council for ratification by it and such ratification shall constitute an agreement by the Common Council to provide the funds necessary to finance the benefits provided for in such agreement. Upon such ratification by the membership of the Olean City Unit of the CSEA and by the Common Council, whichever last occurs, the agreement shall become binding on the parties according to its terms and, as evidence thereof, and as soon as practicable thereafter, the agreement shall be signed by the Mayor and by the appropriate officers of the CSEA.

2.6.7 The parties may by mutual consent extend any time limit set forth in this Section 2.6, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

ARTICLE 3.0 **GRIEVANCES**

Section 3.1 General

3.1.1 A grievance is a claim that a party has violated this agreement. A written grievance by an employee or the CSEA must be submitted on the form shown in Appendix A. Grievance forms shall be provided by the Employer.

3.1.2 A grievant is the CSEA or an employee who has a grievance.

3.1.3 If the grievant is an employee, he/she must submit his/her grievance at Step 1. If the grievant is the CSEA and its grievance involves all (or substantially all) of the employees, it may submit the grievance at Step 2 within the same time limit for the submission of a grievance as is specified in Step 1.

3.1.4 No grievance may be submitted with respect to any matter, which law mandated by higher authority requires to be handled by some procedure other than the Grievance Procedure provided in this agreement.

3.1.5 Before submitting a grievance at Step 1, an employee grievant must discuss the matter with his/her immediate supervisor.

Section 3.2 Grievance Procedure

3.2.1 **STEP 1:** If, not later than the fifteenth (15th) working day after the date of occurrence out of which the grievance arises, an employee or a grievance representative submits a grievance in writing to his/her department head, the department head must answer the grievance in writing not later than the fifth (5th) working day after its submission. The CSEA has five (5) working days after receiving the department head's grievance response at Step 1 within which it may appeal the grievance in writing to the

Mayor's Office, or his/her designate (other than the department head whose grievance is being appealed).

3.2.2 STEP 2: If the CSEA does not appeal the grievance before the appeal time expires, the grievance is deemed satisfied. But if the CSEA does appeal before the appeal time expires, then, the Mayor, or his designate (other than the Department Head whose grievance answer is being appealed) and the Unit President or their designate and the Labor Relations Specialist must agree, not later than the fifth (5th) working day after the appeal, on the date for a Step 2 meeting. IF the grievance is one which properly may be submitted at Step 2, then, it must be submitted in writing not later than the fifth (5th) working day after the date of the occurrence out of which the Department Head whose the grievance arises and, then, the Mayor or his/her designate who may include, but not limited to, the Public Works Director (unless CSEA objects to the presence of this person but will exclude any other Department Head whose grievance answer is being appealed) and the Unit President or their designate and the Labor Relations Specialist must agree, not later than the fifth (5th) working day after the submission the date for the Step 2 meeting. The Step 2 meeting must be held, not later than the fifteenth (15th) working day after the date on which the grievance is appealed or submitted to Step 2. The Employer shall answer the grievance in writing not later than the tenth (10th) working day after the Step 2 meeting. The answer will be sent to the Unit President or their designate and the Labor Relations Specialist. The CSEA has ten (10) working days after the receipt of the Step 2 answer within which it may submit the grievance to arbitration. Either party, if mutually agreed to in writing, may extend time limits.

Section 3.3 Arbitration

3.3.1 If the CSEA does not appeal a grievance to arbitration before the submission time expires, the grievance is deemed satisfied.

3.3.2 No more than one grievance may be appealed to an arbitrator in the course of a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one grievance.

3.3.3 To appeal a grievance to arbitration, the CSEA must send a letter to the Employer and the Federal Mediation and Conciliation Service (FMCS) which: (1) requests arbitration of one specifically identified grievance; and (2) requests the FMCS to send to each party a list of twelve (12) names of arbitrators. As soon as possible after issuance of the letter to FMCS requesting arbitration, the Employer and the CSEA will attempt to select a mutually acceptable arbitrator. If the Employer and the CSEA are unable to agree on an arbitrator, each party, not later than the tenth working day after receipt of its copy of the list shall mail its copy to the FMCS with any names thereon which are unacceptable crossed out and all other names numbered to show the parties preference. The FMCS shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the FMCS determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of twelve names and the same procedure will be followed with respect to it. If the FMCS determines that no mutually acceptable arbitrator has been selected by the parties in the second list, it shall name the arbitrator.

3.3.4 The arbitrator will be required to follow the American Arbitration Association's rules for labor arbitration. The time of the arbitration hearing shall be agreed upon by the parties and the neutral arbitrator.

3.3.5 The arbitrator shall hear the grievance presented, if it is properly before him/her, and determine whether this agreement has been violated as alleged in the grievance. The arbitrator may award an appropriate remedy for any such violation. The arbitrator may not consider any substantive issue raised for the first time in arbitration, but an issue of arbitrability may be considered by the arbitrator unless that issue has been previously presented to a court. The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, or restrict, the provisions expressed in this agreement. The authority of the arbitrator does not extend to matters which law mandated by higher authority requires to be resolved by some other body.

3.3.6 The decision of the arbitrator is final and binding on the parties and the employees.

3.3.7 One-half the fees and expenses of the arbitrator must be paid by each party. All other expenses, including the compensation of witnesses, incident to the arbitration must be paid by the party, which incurred them. If either party desires a verbatim stenographic record of the arbitration proceedings, it may cause such a record to be made at its own expense provided that it furnishes a copy of the record to the arbitrator and a copy to the other party. If the adjournment of an arbitration hearing results in a fee being charged by the arbitrator, the party, which requested the adjournment, shall pay the entire fee.

Section 3.4 Time Limits

3.4.1 In all cases of time limits provided in this Article 3, the computation of working days shall exclude Saturdays, Sundays and holidays.

3.4.2 The time limits set forth in this Article 3 must be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.

3.4.3 In no event may the Employer be held liable for back pay for a period of more than ten (10) consecutive working days preceding the filing of a written grievance.

Section 3.5 Privacy

3.5.1 The arbitration proceedings shall be conducted in private and may be attended only by the members of the arbitration panel, a stenographic reporter, representatives and counsel of the CSEA and of the Employer, the grievant or grievants, and witnesses.

3.5.2 No public statement, concerning any matter, which is the subject of a grievance or an arbitration, shall be made by either party, by the representatives of either party, or by any employee until the grievance has been satisfied or an arbitration award has been made.

ARTICLE 4.0
WORK INTERRUPTIONS

Section 4.1 Prohibition

4.1.1 The CSEA, its officers or agents, or the employees, must not call, sponsor, advocate, engage in, or assist in any strike, slowdown, work stoppage, or interference with the efficient management of the Employer's operations.

4.1.2 An employee must not, either singly or in concert with other employees or persons, refuse to perform his/her duties for the Employer, and if he/she does so, the CSEA must use its best efforts to require him/her to perform those duties.

4.1.3 The Employer, its officers or agents, must not call, sponsor, advocate, engage in, or assist in any lockout of the employees.

Section 4.2 Consequences

4.2.1 If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraph 4.1.1 or 4.1.2 of this agreement, the CSEA must, at the Employer's request:

- (1) Give the Employer official notice that the CSEA has not done or threatened to do any such act or threat; and
- (2) Instruct the employees concerned in writing to cease doing such act or threatening to do it and give to the Employer a copy of such instructions.

4.2.2 If an employee, either singly or in concert with other employees or persons, does any act mentioned in paragraphs 4.1.1 or 4.1.2 of this agreement, he/she may, at the Employer's sole discretion, be disciplined or discharged therefore. The discipline or discharge action, or the degree thereof, may be taken without regard to any such action, which may or may not have been taken with respect to any other employee. Such a disciplinary action or discharge may not be made the subject of a grievance or arbitration.

4.2.3 The Employer has the option of seeking a remedy for a violation of paragraphs 4.1.1 or 4.1.2 of this agreement, and the CSEA has the option of seeking a remedy for a violation of paragraph 4.1.3 of this agreement, either in an arbitration proceeding or in a civil action and resort to the one shall not be a prerequisite for, nor shall it preclude, resort to the other.

4.2.4 While the CSEA, or its officers or agents, or a group of employees are doing or threatening to do any action mentioned in paragraph 4.1.1 or 4.1.2 of this agreement, the Employer need not bargain about or discuss with the CSEA any matter which may be in dispute between the Employer and the CSEA or a group of employees concerned. While the Employer, or its officers or agents, are doing any act mentioned in paragraph 4.1.3 of this agreement, the CSEA need not bargain about or discuss any matter, which may be in dispute between the Employer and the CSEA.

ARTICLE 5.0
EMPLOYMENT AND SENIORITY

Section 5.1 Probation

5.1.1 An employee is on probation for the period of twelve (12) consecutive calendar months, which begin on his/her last date of hire or appointment; provided, however, after the first six (6) months the employee shall be entitled to use his accumulated sick leave and shall receive holiday pay for any holidays that fall within the last six (6) months of probation.

5.1.2 If an employee on probation is disciplined or discharged, the Employer is not required to assign a reason therefore and the discipline or discharge cannot be made the subject of a grievance or arbitration.

5.1.3 An employee is not entitled to paid vacation or to leave of any kind during the first six months of the employee's initial probation (i.e., from the date of the employee's last hire by the Employer as distinct from probation in a new position with the Employer) or while the employee is on an unpaid leave of absence.

Section 5.2 Acquisition of Seniority

5.2.1 "Seniority" means the length of an employee's continuous service, as an employee of the Employer, from the date he/she began working for the Employer to the date he/she loses seniority, including both such dates. An employee while he/she is on probation does not have any seniority, but he/she acquires seniority (retroactive to the date he/she began working for the Employer) on the day following his last day of probation.

5.2.2 As used in paragraph 5.2.1, "continuous service" includes only those periods when an employee is on the Employer's active payroll and those periods when the employee is:

- (a) On leave of absence;
- (b) On layoff;
- (c) Absent from, and unable to perform the duties of, his position by reason of a disability resulting from occupational injury or disease; and
- (d) Such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's "continuous service".

5.2.3 If two or more employees are hired or appointed on the same date, their relative seniority shall be in the order of their hiring or appointment, as the case may be, by the appointing or hiring official.

Section 5.3 Loss of Seniority

5.3.1 Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority and is automatically terminated on the day on which any one or more of the following occurs:

- (a) He/She resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him);
- (b) He/She is discharged;
- (c) He/She retires;
- (d) He/She fails to return on the working day following the day his/her leave of absence or excused absence expires, unless prevented by conditions beyond his/her control;
- (e) He/She is absent for the second consecutive working day, unless:
 - (1) His/Her absence on both days is excused, or;
 - (2) During the two consecutive working days, he/she has called in, or, if that is not reasonably practicable, he/she has had someone call in for him/her, unless prevented by an emergency.
- (f) He/She has failed, for two consecutive working days after a notice of recall has been sent to him/her, to notify the Employer that he/she intends to return to work;
- (g) He/She has failed to return to work within five consecutive working days after a notice of recall has been sent to him/her;
- (h) He/She refuses a recall;
- (i) He/She has been on layoff for a continuous period in excess of his/her seniority (as defined in paragraph 5.2.1 of this agreement), but not to exceed the maximum period permitted for certification from a preferred list by Section 81 of the Civil Service Law (notwithstanding the fact that section may not apply to him/her);
- (j) He/She has engaged in gainful employment during an excused absence, sick leave, or leave of absence; or
- (k) He/She has been absent from, and unable to perform the duties of, his/her position for a continuous period of not less than one year by reason of a disability.

5.3.2 If an employee is rehired or reappointed after he/she had lost his/her seniority he/she must be treated in all respects as a new hire or appointee, except with respect to decisions based on his/her skill, ability and experience.

Section 5.4 Adjustments in Force

5.4.1 Reductions in the number of positions in any competitive class classification, while there are employees who have been demoted (other than for cause) or laid off from that classification, shall be made in accordance with the applicable provisions of the Civil Service Law.

5.4.2 If there is going to be a reduction in a classification (other than a competitive class classification), employees in that classification who are on probation must be laid off first and then the other employees in the classification must be surplusd from the reduced classification in the reverse order of their seniority provided the remaining employees are qualified to perform the available work. An employee who has been surplusd from one such classification may displace the least senior employee in any classification having the same or lower pay grade as the surplusd employee's classification (other than a competitive class classification) if: (1) the surplusd employee has more seniority than the least senior employee in a classification having the same or lower pay grade as the surplusd employee's classification, and (2) the surplusd employee has the skill, ability

and experience to perform the work of the classification having the same or lower pay grade as the surplus employee's classification. The employee who is so displaced may then exercise the displacement rights set forth in this paragraph with respect to any classification having the same or lower pay grade as the displaced employee's classification (other than a competitive class classification). An employee, who is surplus or displaced from such a classification and who does not meet the qualifications set forth above so as to permit him/her to displace an employee in a classification having the same or lower pay grade as the surplus or displaced employee's classification, must be laid off from the work force. An employee, who is surplus or displaced and who does meet these qualifications but who does not exercise his/her displacement right, must be terminated.

5.4.3 An employee who is to be terminated (other than for just cause), retired or laid off shall be notified thereof in writing by the Employer not less than two weeks prior to the effective date of such action. An employee who intends to resign shall give his department head notice thereof in writing not less than two weeks prior to the effective date of his/her resignation in order to be entitled to any benefits set forth in this agreement.

5.4.4 If the number of employees working in a classification (other than a competitive class classification) is to be increased while there are employees on layoff from that classification and the available positions are not filled by promotion pursuant to paragraph 5.6.1 of this agreement, the Employer must recall, in order of their seniority, employees who are on layoff from that classification.

5.4.5 A notice of recall must be sent to an employee on layoff by registered or certified mail or by telegram addressed to him/her at his/her most recent address on the Employer's records. It is the responsibility of the employee to advise the Employer in writing of all changes in his/her address.

Section 5.5 Discharge and Discipline

5.5.1 (a) The Employer and the Union agree that progressive discipline can be beneficial to the interests of the Employer, the Union and the employee depending, for instance, on the nature of the employee's alleged misconduct and work record.

(b) The Employer has the right to discipline or discharge employees for just cause. Any employee who has successfully completed their probation period and has one or more years of seniority who is discharged, demoted, suspended, or given a letter of reprimand may file a grievance contesting such action in accordance with Article 3.0 and if such action is unresolved through the steps of the grievance process, the CSEA may submit the grievance to arbitration in accordance with Article 3.0. The grievance and arbitration procedure provided for in this paragraph will be the only method for contesting or remedying the discharge, demotion, suspension, or reprimand for any employee and the provisions of Civil Service Law Section 75 are expressly waived.

5.5.2 If an employee is temporarily suspended while he/she is working, he/she must be given an opportunity if he/she requests it to consult with the Grievance Representative in his/her department before he/she is required to leave the Employer's premises, unless his/her continued presence is likely to result in injury to himself/herself, to others, or to property.

5.5.3 Prior to an employee being required to leave work on a disciplinary suspension or discharge, he/she shall be given a full explanation of the complaint and the name of the complainant. Employees who are demoted or given a letter of reprimand shall be given the same information.

5.5.4 An employee shall be given a copy of any document, which reflects adversely on the employee if that document is to be placed in the Employer's personnel file on that employee, but this shall not apply to letters of reference obtained in connection with application for employment or promotion. That copy must be given to the employee on or before the date it is placed in the file and the employee shall sign and date a receipt therefore which shall also be filed. Upon reasonable request during regular office hours, the employee shall be allowed to review all items (except letters of reference in connection with employment or promotion) in the Employer's personnel file on that employee. He/She shall be given a copy of any such item upon request and he/she shall sign and date a receipt therefore which shall also be filed. When an employee reviews a file, he/she shall sign and date a log showing that he/she has done so.

5.5.5 If an employee is to be given a written warning or written record of an oral warning, it shall be given within thirty (30) working days of the incident. Upon receipt of a written warning, or written record of an oral warning, an employee will have fifteen (15) working days from the date of the receipt to rebut the warning in writing. The statements of any witnesses supporting the rebuttal will be attached to the rebuttal and receipt of the rebuttal will be acknowledged in writing.

5.5.6 Receipt of a written warning, oral warning, or oral warning followed by a written record of the oral warning shall not be grievable, arbitrable, or contestable in any way. Any arbitrator appointed under Article 3.0 may consider an employee's written rebuttal, or lack thereof, to any act of discipline or discharge when reviewing an employee's work record. An arbitrator appointed under Article 3.0 may also consider the employee's inability to grieve, arbitrate or otherwise contest a written warning, oral warning or oral warning followed by a written record of the oral warning when reviewing an employee's work record.

Section 5.6 Vacancies

5.6.1 If the Employer decides to fill on a permanent basis a vacancy, other than a temporary vacancy, in a non-competitive or labor class position, the Employer shall base its decision on the work record, skill, ability and experience of the employees who are qualified to perform the duties of the vacant position, but if two or more qualified employees have relatively equal work records, skill, ability and experience, then divisional seniority will be the only consideration if the vacant position is in a division, but if the vacant position is not in a division or if no employee in the division to which the position is assigned bids, departmental seniority will be the only consideration. "Divisional seniority" means an employee's continuous service, as defined in 5.2.2, in the division to which the vacant position is assigned from the date he/she was first appointed to any position in the division to which the vacant position is assigned. "Departmental Seniority" which means an employee's continuous service, as defined in 5.2.2, in the department to which the vacant position is assigned from the date he/she was first appointed to any position in the department to which the vacant position is assigned. For purposes of this paragraph, an employee who successfully bids into a vacant position in a different department or division

but returns to his/her position within 30 or fewer working days, will be given continuous service credit in the previous department or division for the period of time the employee was in the new position.

5.6.2 Not later than November 1st of each year the Employer shall post a sheet in the Streets Department garage on which Streets Department employees can sign up to show their interest in working second and third shift assignments through the following April. The Employer shall make such assignments from those employees on the list provided they are capable of doing the necessary work. Notwithstanding the foregoing, the Director of Public Works may assign the least senior employee in the Street and Sewer Maintainer I classification to second or third shift work during the November to April season. If there are insufficient employees on the list, then the Employer may assign other employees who are capable of doing the necessary work.

5.6.3 The Employer will post announcements of vacancies in all departments and divisions covered by this agreement on bulletin boards in all departments and divisions where the vacancy exists for at least two working days as soon as practicable after the Employer decides to fill the vacancy.

ARTICLE 6.0 SCHEDULES

Section 6.1 Normal Hours Per Week and Per Day

6.1.1 Except as provided elsewhere in this Section 6.1, 40-hours shall be the normal hours per calendar week and 8-hours per day for each employee. Forty (40) hours shall be the normal hours per calendar week and ten (10) hours per day in any division only where it is mutually agreed to by both the employee(s) and the department head.

6.1.2 The normal hours for an employee (except Cleaners and Janitors) who work in the Municipal Building shall be 35-hours per calendar week and 7-hours per day; provided, however, that the normal hours for an employee who works in the Engineering Department shall be 40-hours per calendar week and 8-hours per day. After ratification date, all new hires will have forty (40) hours per week and eight (8) hours per day schedule and the hourly compensation will be at the forty (40) hour rate outlined in Appendix E. Promotions and/or transfers of current employees are excluded from this provision.

6.1.3 The normal hours per calendar week, as set forth in this Section 6.1 shall not be changed by the Employer without prior consultation between the parties in a special conference pursuant to paragraph 2.1.4 of this agreement.

Section 6.2 Normal Schedules

6.2.1 The normal schedule of days per week shall be five consecutive days, from Monday through Friday inclusive of both days, except for those departments, divisions, classifications and positions where a different normal schedule of days per week is presently in effect. Such normal schedule of days per week shall not be changed by the Employer without prior consultation between the parties in a special conference pursuant to paragraph 2.1.4 of this agreement.

6.2.2 The present practice with respect to the normal schedule of coffee breaks and lunch periods (including their number, duration and beginning and ending times) in the several departments, classifications and positions in the negotiating unit shall not be changed by the Employer without prior consultation between the parties in a special conference pursuant to paragraph 2.1.4 of this agreement. Coffee breaks shall not exceed 15-minutes (20-minutes including travel time for those working on the road) without obtaining special permission from the supervisor. Coffee breaks shall not exceed two per shift; one in the first half of the shift and one in the second half of the shift. A coffee break shall not be allowed while emergency work is being performed. The coffee break will be given after the emergency situation is under control.

6.2.3 The present practice with respect to starting and quitting times in the several departments, classifications and positions in the negotiating unit shall not be changed by the Employer without prior consultation between the parties in a special conference pursuant to paragraph 2.1.4 of this agreement.

ARTICLE 7.0 **COMPENSATION**

Section 7.1 Basic Compensation

7.1.1 The hourly rates for each wage grade are set forth in Appendix E.

7.1.2 An employee shall be paid at the hourly rate appropriate to his/her classification and hours of work set forth in Appendix E, except that with respect to employees hired after January 15, 1987:

- (1) In an employee's first year of employment by the Employer, the employee will be paid ten percent (10%) less than that rate;
- (2) In an employee's second year of employment by the Employer, the employee will be paid six percent (6%) less than that rate;
- (3) In an employee's third year of employment by the Employer, the employee will be paid four percent (4%) less than that rate;
- (4) In an employee's fourth year of employment by the Employer, the employee will be paid two percent (2%) less than that rate.

In each case rounded off to the nearest cent.

7.1.3 Subject to the provisions of paragraph 7.1.4 of this agreement, an employee is to be placed at the "grade" under which his/her classification is listed in Appendix E.

7.1.4 If an employee is temporarily assigned by his/her immediate supervisor or his/her department head to perform the full duties of a classification within the negotiating unit, which is in a higher grade than his/her own, he/she shall be paid for all time he/she is assigned to the higher grade classification at the hourly rate for the higher grade classification.

7.1.5 The CSEA acknowledges that the Olean General Unit Retirees Health Insurance Fund Agreement was agreed to by the Employer in the negotiations, which led to the 1988-1990 agreement between them in lieu of including an additional two and one-half percent

salary increase for 1988-1989 therein. Accordingly, the CSEA agrees that in all subsequent negotiations between the parties and in all subsequent submissions to mediators, fact finders, arbitrators and conciliators involved in such negotiations, the wage rates of all employees shall be shown as increased by two and one-half percent above the figures, which appear in Appendix E for the year in question.

Section 7.2 Overtime:

7.2.1 If an employee works a greater number of hours in a calendar day or in a calendar week than the normal hours per calendar day or calendar week set forth in Section 6.1 of this agreement, he/she shall be paid at one and one-half times his/her normal hourly rate for each hour worked in excess of such normal hours per calendar day (daily overtime) or per calendar week (weekly overtime), but he/she shall not receive both daily overtime and weekly overtime for the same hour worked. In computing weekly overtime, a holiday and a paid leave day (except a paid sick leave day) not worked shall be counted as a day worked for this purpose only. For purposes of this paragraph 7.2.1, "week" means the period, which begins at 11:00 PM on Sunday evening and ends at 11:00 PM on the next succeeding Sunday evening.

7.2.2 Notwithstanding paragraph 7.2.1 of this agreement, an employee may choose to have compensatory time off instead of being paid for overtime work as provided in that paragraph, provided that he/she so notifies his/her immediate supervisor on the date the overtime is worked or not later than the end of his/her shift on the second working day thereafter. Compensatory time off may be taken at a time mutually agreeable to the employee and his/her immediate supervisor. Compensatory time off shall be granted at the rate of one and one-half times the overtime hours worked. Compensatory time off may be accumulated to each employee's credit to a maximum of eighty hours; provided that some or all unused compensatory time off to the employee's credit on the last payday in November or April of each year of this agreement may, at the employee's option, be cleared from the books and paid at the employee's regular hourly rate in the first payroll period in December or May, as the case may be, of each year of this agreement. When an employee leaves the Employer's service for any reason, all unused compensatory time off shall be paid to the employee or the employee's estate at the employee's regular hourly rate.

7.2.3 If an employee is called back to work after he/she completed his/her regular shift for the day and has left the Employer's premises, he/she shall receive no less than three (3) hours' pay at his/her normal hourly rate.

7.2.4 As used in Section 7.2 of this agreement, "normal hourly rate" means the hourly rate set forth in Appendix E of this agreement for the grade at which an employee is compensated either (1) for the position to which he/she is regularly assigned; or (2) for the position to which he/she is temporarily assigned pursuant to the provisions of paragraph 7.1.4 of this agreement.

7.2.5 When the Employer requires overtime work to be performed, whenever practicable, preference shall be given to employees of the department in which the overtime work is available, first to employees of that department in the classification, which normally performs the work, and second to the other employees of that department who are qualified and have the skill, ability and experience required to perform the work.

7.2.6 When an employee performing supervisory duties is called at home to perform some service for the City (for example, calling out employees to handle an emergency), he/she shall receive no less than one (1) hours pay for such calls. If the employee receives or makes any calls within the one (1) hour period after the initial call, there will be no additional compensation.

Section 7.3 Miscellaneous

7.3.1 An employee regularly assigned to work on the second shift shall receive a differential of 45 cents per hour. An employee regularly or temporarily assigned to work on the third shift shall receive a differential of 60 cents per hour for all work performed on that shift. The payments required by this paragraph are in addition to all other compensation required by this agreement. An employee who is regularly assigned to the first shift but, who is temporarily assigned to the second or third shift shall receive the differential for the shift to which he/she is temporarily assigned, but a first shift employee who is merely called in early or who works overtime after the end of the first shift, or who is called back for three (3) hours or less after completing the first shift, is not entitled to a shift differential. An employee who is regularly assigned to the second or third shift shall receive the shift differential for the shift to which he/she is regularly assigned for all hours worked when he/she is called in early, works overtime after the end of his/her shift, or is called back after completing his/her shift. For purposes of this paragraph, a second shift is one that starts between 3:00 PM (2:00 PM for the Sewage Treatment Plant) and 11:00 PM; a third shift is one that starts between 11:00 PM and 3:00 AM; and a first shift is one that starts at any other time. Notwithstanding any of the foregoing provisions of this paragraph, an employee who is called back after 11:00 PM for snow operations shall receive a shift differential of 60 cents per hour for all work performed on such call back.

7.3.2 Employees will receive a longevity payment as listed below on the employee's continuous service since the employee's last date of hire. The payment will be made either in one annual payment or added to the employee's hourly rate identified in Appendix E. If the lump sum option is chosen, it will be paid on the last payday before the anniversary of the employee's date of hire in the service year in which the longevity payment was earned. For example, the lump sum payment for 15-years but less than 16-years will be made on the last payday of the employee's 15th year of service. If an employee chooses to add the payment to the employee's hourly rate, it will be added for hours worked in the service year after the longevity was earned. For example, the payment of 15-years but less than 16-years will be added for all hours worked during the employee's 15th year of service. The employee's choice must be communicated in writing to the City Auditor's Office on or before 30 calendar days before the annual anniversary of the employee's last date of hire. All legally required taxes and withholdings will be deducted from the payment.

<u>Years of Continuous Service</u>	<u>Longevity Rate</u>	<u>40-Hour Rate</u>	<u>35-Hour Rate</u>
5 years but less than 6 years	500	.24	.27
6 years but less than 7 years	600	.29	.33
7 years but less than 8 years	700	.34	.39
8 years but less than 9 years	800	.38	.44
9 years but less than 10 years	900	.43	.49
10 years but less than 11 years	1000	.48	.55
11 years but less than 12 years	1100	.53	.60

12 years but less than 13 years	1200	.58	.66
13 years but less than 14 years	1300	.62	.71
14 years but less than 15 years	1400	.67	.77
15 years but less than 16 years	1500	.72	.82
16 years but less than 17 years	1600	.77	.88
17 years but less than 18 years	1700	.82	.93
18 years but less than 19 years	1800	.86	.99
19 years but less than 20 years	1900	.91	1.04
20 years but less than 25 years	2100	1.00	1.15
25 years but less than 30 years	2300	1.10	1.26
30 years and over	2500	1.20	1.37

7.3.3 An employee assigned to the Sanitation Crew shall receive a minimum of 40 hours' pay at his/her normal hourly rate (as defined in paragraph 7.2.4 of this agreement) during each calendar week provided that he/she has not been absent without leave during that week.

7.3.4 Any employee who is required by the Employer in the performance of his/her duties to carry a signaling device such as a pager or beeper shall be paid the sum of twenty dollars for each shift the employee is required to carry the device.

ARTICLE 8.0 **HOLIDAYS**

Section 8.1 Holidays Observed

8.1.1 Each of the days listed below shall be observed on the day required by state law:

- (a) Day Before New Year's Day
- (b) New Year's Day
- (c) Washington's Birthday to President's Day
- (d) Good Friday
- (e) Memorial Day
- (f) Independence Day
- (g) Labor Day
- (h) Columbus Day
- (i) Veterans Day
- (j) Thanksgiving Day
- (k) Day After Thanksgiving Day
- (l) Day Before Christmas Day
- (m) Christmas Day
- (n) Martin Luther King, Jr. Day

8.1.2 If a holiday listed in paragraph 8.1.1 of this agreement falls on a Saturday, then the immediately preceding Friday is declared to be the holiday for the purposes of this agreement. If such a holiday falls on a Sunday, then the immediately succeeding Monday is declared to be the holiday for the purposes of this agreement. Where the holiday in question is Christmas Day or New Year's Day and:

- (1) It falls on Saturday, then it shall be observed on Friday and the Day Before Christmas or the Day Before New Year's (as the case may be) holiday shall be observed on Thursday.
- (2) It falls on Sunday, then it shall be observed on Monday and the Day Before Christmas or the Day Before New Year's (as the case may be) holiday shall be observed on Friday.

This paragraph 8.1.2 does not apply to employees working at the Airport or to shift employees working at the Water Treatment Plant and the Sewage Treatment Plant.

8.1.3 The provisions of this Article 8.0 do not apply to employees on probation.

Section 8.2 Holiday Compensation

8.2.1 Insofar as the needs of an employee's department, as determined by his department head, permit, an employee shall be granted the day off on a holiday. Holiday days off shall be granted to a salaried employee without loss of pay. For each holiday, an hourly employee shall receive one day's pay, which shall be equal to the product of the hourly rate at which he/she is compensated for the position to which he/she is regularly assigned times the number of hours, which he/she would normally be scheduled to work were the day not a holiday.

8.2.2 An hourly employee who is required to work on a holiday shall be paid time and one-half his/her hourly rate for such work in addition to the holiday pay required by paragraph 8.2.1 of this agreement. The total compensation for an employee who works on a holiday during the same workweek in which he/she works more than 40-hours will be one and a half times his/her regular rate for all hours worked on the holiday, plus compensation time or pay at one and a half times his/her regular rate for all hours worked on the holiday. A salaried employee who is required to work on a holiday may be granted another day off in lieu of the holiday; provided, however, that an employee regularly assigned to the Water Treatment Plant or the Sewage Treatment Plant shall have the option of being paid for a holiday worked (as provided for an hourly employee in paragraph 8.2.1 of this agreement) in lieu of being granted another day off if he/she notifies his/her department head of his/her choice prior to the holiday in question; provided, further, that if an employee does not use such day off within one year from the holiday in lieu of which it was granted, then the employee shall automatically be paid the holiday allowance for such day as though he/she had originally chosen the option of being paid. An hourly or salaried employee who is on a normal day off on a holiday may be granted an additional day off in lieu of the holiday. An employee must apply in writing to his/her department head for such a day off in lieu of a holiday on the form provided in Appendix B not less than five (5) working days prior to the requested day off. If the needs of the employee's department, as determined by his/her department head, permit, the day off will be granted. If the requests of less than all of those employees who request the same day off can be so granted, the following rules will apply:

- (a) The needs of the department, including the need for the particular skills of the employees seeking the day off, shall be given primary consideration.
- (b) Thereafter, the employee who first requested the day off shall be granted the day off and, if two or more employees' requests were submitted on the same day, the more senior employee will be granted the day off.

8.2.3 If an employee is off on a holiday and is absent on the day before or after it, he/she shall not be paid for the holiday. However, if the employee works a holiday and takes a day in lieu thereof and is absent on the day before or after the lieu day, he/she shall not be paid for the lieu day. If an employee was absent on a holiday when he/she was scheduled to work, he/she must not be paid for such holiday or be granted a day off in lieu of such holiday. The foregoing provisions of this paragraph 8.2.3 do not apply if the employee's absence was part of his/her vacation, a paid leave of absence, or such leave granted pursuant to paragraph 10.1.2 of this agreement, or if his/her absence was excused in advance by his/her department head.

ARTICLE 9.0
VACATIONS

Section 9.1 Definitions

9.1.1 The following definitions apply in interpreting Article 9.0 of this agreement:

- (a) "Vacation year" means the period of one calendar year, which begins on June 1st.
- (b) "Vacation week" means a period of five (5) consecutive calendar days, which begins on Monday and ends on the following Friday.
- (c) "Vacation day" means any day except Saturday, Sunday or a holiday declared as such under the provisions of Article 8.0 of this agreement.
- (d) With respect to the Parking Meter Department and the Director of Weights and Measures, "department head" means the Mayor.

Section 9.2 Vacation Allowed

9.2.1 An employee is entitled to the number of vacation days with pay listed below, if as of the anniversary of his/her last date of hire in the vacation year, he/she had the number of years of service with the Employer shown below:

<u>Years of Service</u>	<u>Vacation Days</u>
Less than 1 year	0
1 year but less than 6 years	10
6 years but less than 13 years	15
13 years but less than 21 years	20
21 years but less than 22 years	21
22 years but less than 23 years	22
23 years but less than 24 years	23
24 years but less than 25 years	24
25 years or more	25

9.2.2 If a person who is working in a seasonal, part-time or temporary capacity is hired or appointed as a permanent full-time employee, he/she shall on the day following his/her last day of probation be credited with the number of months of service shown below for purposes of computing the number of vacation days to which he/she may otherwise be entitled under paragraph 9.2.1 of this agreement:

- (1)** In the case of a person in a seasonal capacity one-month of service for each month (or major portion thereof) worked by him/her during the season in which he/she was hired or appointed as a permanent full-time employee.
- (2)** In the case of a person in a part-time capacity, a proportion of one month of service (to the nearest month), in the same ratio as his/her part-time schedule bore to a full-time schedule for the position in which he/she was working, for each month (or major portion thereof) worked by him/her during the continuous period from the date of his/her last hire or appointment in a part-time capacity to the date of his/her hire or appointment as a permanent full-time employee.
- (3)** In the case of a person in a temporary capacity, one month of service for each month (or major portion thereof) worked by him/her during the continuous period from the date of his/her last hire or appointment in a temporary capacity to the date of his/her hire or appointment as a permanent full-time employee.

9.2.3 Vacations must not be accumulated from vacation year to vacation year. An employee entitled to a vacation must take his/her vacation during the vacation year or forfeit it. However, if an employee was unable to take any or all of the vacation to which he/she was entitled because, in the judgment of his/her department head, the needs of his/her department were such that the employee could not be permitted time off for vacation, the employee shall be paid for such unused vacation not later than the first payday after the end of the vacation year.

9.2.4 If an employee is terminated before he/she has received all of the vacation pay to which he/she is entitled during the vacation year in which he/she is terminated, he/she shall at the time of his/her termination, or not later than the first payday thereafter, be paid the amount of vacation pay still owing to him/her.

9.2.5 If an employee is laid off before he/she has received all of the vacation pay to which he/she is entitled during the vacation year in which he/she starts on layoff, at his/her request he/she may be paid the amount of vacation pay still owing to him/her at the time he/she is laid off or not later than the first payday thereafter.

9.2.6 When an employee retires, he/she shall be entitled to a prorated amount of the vacation according to his/her years of service on the preceding June 1st proportionate to the amount of time from such June 1st to his/her retirement date. (Example: An employee retires on December 1st. As of the previous June 1st he/she had 13 years' service. On retirement, he/she is entitled to 10 days vacation.)

9.2.7 An employee may choose to roll over up to five (5) days of vacation accruals over the next year with the approval of the Mayor. The employee must submit in writing prior to March 1st of each year his/her request to roll over vacation days. At no time will an employee's vacation accruals exceed thirty (30) days in one year. No requests will be unreasonably denied.

Section 9.3 Vacation Schedules

9.3.1 There shall be a separate vacation schedule for each group listed below, which shall be prepared by the department head of that group's department in accordance with the provisions of this Section 9.3:

- (a) Airport
- (b) Assessor's Department
- (c) Auditor's Department
- (d) City Clerk's Department
- (e) Engineering Department
- (f) Parking Meter Department
- (g) Parks Division
- (h) Public Works Department Office
- (i) Sanitation Division
- (j) Streets Division
- (k) City Garage Mechanic
- (l) Water Department Office
- (m) Filtration Plant
- (n) Sewage Disposal Plant
- (o) Water Maintenance
- (p) Water Meter Specialist

9.3.2 Not later than March 1st of each year, each department head shall post a list for each group in his/her department showing the amount of vacation to which each employee in the group will be entitled as of the following June 1st. The department head shall also post a blank vacation calendar for the succeeding vacation year. Each employee who desires to reserve in advance a specific vacation period or periods shall indicate the same on the posted vacation calendar. If, in the period from March 1st to March 31st (both dates inclusive) two or more employees in the same group sign up for the same vacation period and all of them cannot be permitted to be on vacation at the same time, the department head shall resolve the matter by applying paragraph 9.3.3 of this agreement. After March 31st, an employee who desires to reserve a vacation period or periods may do so by applying to the department head in writing, and if the period or periods he/she requests have not previously been reserved, the department head may grant the vacation time if the needs of the employee's group, as determined by his/her department head, permit. If, after March 31st, two or more employees apply for the same vacation period on the same day, the department head shall resolve the matter by applying paragraph 9.3.3 of this agreement.

9.3.3 Insofar as the needs of the employee's group, as determined by its department head, permit, an employee may select the vacation period or periods he/she most prefers. If two or more employees desire the same vacation period, and the needs of the group, as determined by its department head, do not permit all of them to be on vacation at the same time, the preference shall be given to:

- (1) First, the employee whose selected vacation period is five (5) days or a multiple thereof over the employee whose selected vacation period is less than five (5) days.
- (2) Second, the more senior employee over the less senior employee.

9.3.4 In granting vacation time, the department head must observe the requirements of paragraphs 9.3.2 and 9.3.3 of this agreement and shall also take care that the department shall function properly without hiring extra part-time help to carry on the normal functions of the department.

9.3.5 Any employee may change his/her vacation to a different period if he/she meets the following requirements:

- (1)** His/Her department head consents to the change;
- (2)** Either the new vacation period is open or the employee who is scheduled for that vacation period consents to the change; and
- (3)** The employee has given at least ten (10) working days' notice to his/her department head that he/she desires to change his/her vacation period.

9.3.6 An employee's scheduled vacation period may be canceled or changed to a different period, if the needs of his/her group, as determined by his/her department head, require such a cancellation or change. The department head shall give the affected employee as much notice as is practicable of such a cancellation or change, preferably a minimum period of ten (10) working days. If the department head elects to change an employee's vacation period pursuant to this paragraph, the employee shall have the option of either accepting the new vacation period or of foregoing his/her vacation and accepting pay in lieu thereof pursuant to paragraph 9.2.3 of this agreement.

ARTICLE 10.0 **SICK LEAVE**

Section 10.1 Purpose of Sick Leave

10.1.1 The purpose of sick leave with pay is to afford an employee a degree of protection against the loss of pay, which he/she would otherwise incur because of absence from his/her position by reason of an injury or disease other than an occupational injury or disease. Sick leave with pay is not to be granted for any other purpose except as this Article 10.0 says otherwise. Interpretations of the provisions of this Article 10.0 must be consistent with the principles expressed in this paragraph.

10.1.2 Sick leave with pay shall be granted for absence resulting from compensable occupational illness or injury or from attendance at workers' compensation hearings; provided, however, that when a workers' compensation award is granted to an employee, he/she shall surrender to the Employer so much of such award as represents compensation for lost earnings and the Employer shall restore to the employee the sick leave credits used under this paragraph subject to the limitations of paragraph 10.2.2 of this agreement.

10.1.3 Sick leave with pay shall be granted for absence resulting from an employee's having been isolated or quarantined as a result of exposure to a communicable disease even though the employee has not himself/herself contracted the disease.

10.1.4 An employee may use up to five (5) days, in any single fiscal year, of his/her accumulated sick leave credit, to attend to a seriously ill member of his/her "immediate family" if the personal presence of the employee is necessary to attend to the ill relative.

Example of "immediate family" could include the employee's spouse or significant other, child, parent, grandparent, sister, brother, mother-in-law, father-in-law, or a relative residing in the employee's home. Permission must be granted from the department head before the absence. Pending staffing requirements, no unreasonable requests will be denied.

10.1.5 An employee may use in any fiscal year a maximum of two of his/her accumulated sick days for personal reasons that require his/her absence from his/her scheduled workday.

Section 10.2 Sick Leave Credits

10.2.1 For each month of service for the Employer, an employee shall be credited with one and one-quarter (1 ¼) days of sick leave credit. For purposes of this paragraph, a "month of service" is a month in which an employee has been employed by the Employer from the beginning of the month through the 16th of the month.

10.2.2 Sick leave credits may be accumulated up to a maximum of 165 days. Such accumulation shall include sick leave credits accumulated by an employee prior to the effective date of this agreement.

10.2.3 Upon the termination of an employee for any reason, his/her sick leave credits must be canceled.

10.2.4 If a person who is working in a seasonal, part-time or temporary capacity is hired or appointed as a permanent full-time employee, he/she shall on the day following his/her last day of probation be credited with days of sick leave credits as follows:

- (1) In the case of a person in a seasonal capacity, one and one-quarter (1 ¼) days for each 22 days (or major portion thereof) worked by him/her during the season in which he/she was hired or appointed as a permanent full-time employee.
- (2) In the case of a person in a part-time capacity, a proportion of one and one-quarter (1 ¼) days (to the nearest quarter day), in the same ratio as his/her part-time schedule bore to a full-time schedule for the position in which he/she was working, for each 22 days (or major portion thereof) worked by him/her during the continuous period from the date of his/her last hire or appointment in a part-time capacity to the date of his/her hire or appointment as a permanent full-time employee.
- (3) In the case of a person in a temporary capacity, one and one-quarter (1 ¼) day for each 22 days (or major portion thereof) worked by him/her during the continuous period from the date of his/her last hire or appointment in a temporary capacity to the date of his/her hire or appointment as a permanent full-time employee.

Section 10.3 Qualifications for Sick Leave

10.3.1 To be granted sick leave with pay, an employee must meet each of the qualifications set forth in this Section 10.3.

10.3.2 Not later than the second working day after an employee returns to work from sick leave, he/she must apply for sick leave pay on the "Sick Leave Application" form set forth in Appendix C of this agreement. All information required by the form must be accurately supplied by the employee.

10.3.3 An employee must have accumulated sick leave credits, which equal or exceed the number of days for which sick leave pay has been requested. If an employee has been continuously absent because of a prolonged illness or injury and has exhausted all sick leave credits, other employees in the unit may donate from their accumulated sick leave credits, credits to be used by the employee in question as though they were his/her own; provided, however, that the foregoing shall not apply to an employee who had less than 45 sick leave credits available to him/her at the start of his/her absence for the prolonged illness or injury in question; and provided further that the total number of sick leave credits donated to him/her shall not exceed 75. Credit donations shall be solicited by the CSEA and be reported by it to the Employer in written authorization signed by each donating employee, which shall contain the statement: "I realize that the number of sick leave credits shown above will be deducted from an accumulated sick leave credits on the books of the Employer".

10.3.4 An employee must have given notice of his/her absence because of sickness to his/her immediate supervisor (or a superior of his/her immediate supervisor) prior to the employee's regular starting time on the first day of absence for which sick leave pay is requested, or the employee must have had someone give such notice for him if it was not reasonably practicable for him/her to give such notice; provided, however, that the foregoing notice requirement shall be waived if an emergency prevents the giving of notice.

10.3.5 An employee must have furnished a medical certificate:

- (a) For an absence which exceeds four (4) working days;
- (b) For an absence of two, three or four working days, if the employee's immediate supervisor (or a superior of his/her immediate supervisor) requires a medical certificate to be furnished.
- (c) For an absence of one working day, if this employee's department head suspects abuse of the sick leave privilege and requires a medical certificate to be furnished.

In cases of absence which exceed two consecutive weeks, an employee must either:

- (1) Furnish a medical certificate which states the anticipated period of his/her absence (in which case, a new certificate will not be required unless and until his/her absence exceeds such anticipated period), or
- (2) Furnish an additional certificate for each additional two-week period (or major portion thereof) beyond the first two weeks.

10.3.6 To meet the requirements of paragraph 10.3.5, a medical certificate must:

- (1) Be signed by a person licensed to practice medicine;
- (2) Describe briefly the nature of the disease or injury, which resulted in the employee's absence;

- (3) State the date or dates on which the person signing the certificate treated the employee for the disease or injury, which resulted in the employee's absence; and
- (4) State the employee is fit to resume the full duties of his/her position.

Section 10.4 Disqualification for Sick Leave

10.4.1 Repeated absence because of non-occupational illness or injury, which seriously affects the efficient performance of the duties assigned to the employee's position may result in one or more of the following:

- (1) Disqualification for sick leave pay regardless of the number of sick leave days credited to the employee; and
- (2) Discipline or discharge of the employee, subject to the applicable provisions of the Civil Service Law, if any.

In administering this paragraph, the Employer may require an employee to undergo a physical examination by a person licensed to practice medicine selected and paid for by the Employer.

10.4.2 If an employee engages in gainful employment while on sick leave, he/she:

- (1) Shall be disqualified for sick leave pay regardless of the number of days credited to him/her; and
- (2) Shall be discharged, subject to the provisions of the Civil Service Law.

10.4.3 If an employee falsifies his "Sick Leave Application" form, or if he/she furnishes, causes to be furnished, or acquiesces in the furnishing of false information for his/her "Sick Leave Application" form or a medical certificate, he/she:

- (1) Shall be disqualified for sick leave regardless of the number of sick leave days credited to him/her; or
- (2) He/She may be discharged subject to the provisions of the Civil Service Law; or
- (3) He/She may be disciplined.

ARTICLE 11.0 LEAVES OF ABSENCE

Section 11.1 Leaves of Absence with Pay

11.1.1 The Employer will grant funeral leave of absence without loss of pay, not to exceed a total of ten (10) days in any fiscal year, to an employee, provided:

- (a) There is a death in the employee's "immediate family" (i.e., grandparents, significant other, employee's spouse, child, parent, sister, brother, father-in-law, mother-in-law, or a relative resident in the employee's home) in which case a leave not exceeding three (3) working days shall be granted, but only the employee's regularly scheduled working days which are within two calendar days of the funeral will be granted as leave with pay.

- (b) The employee's relative (other than a relative described in subparagraph (a) above dies in which case a leave of one day will be granted on the day of the relative's funeral if the employee is regularly scheduled to work on that day.
- (c) Request for funeral leave pay shall be submitted on a form provided by the Employer as shown in Appendix F. If an employee's department head so requests, an employee must furnish a copy of a newspaper obituary (or other form of proof which the employee can attain) of the deceased whose funeral the employee attended. The employee's department head may only request proof of death following the fourth death for which the employee uses funeral leave in any fiscal year and only if the department head suspects abuse.

11.1.2 An employee, who is compelled to perform jury duty service, will be granted leave of absence without loss of pay provided that the employee surrenders to the Employer all fees, which he/she is paid for such service.

11.1.3 An employee, who is engaged in the performance of ordered military duty required by State or Federal Law, shall be entitled to the benefits of Section 242 of the Military Law.

11.1.4 A department head may grant leave of absence without loss of pay to an employee for the purpose of participating in a religious observance if the nature of the religious occasion is such that it cannot reasonably be observed outside of working hours and if the employee has given his/her department head written notice of his/her desire to take such leave of absence not later than the fifth (5th) consecutive working day prior to the commencement of such leave.

11.1.5 To the extent required by law, an employee shall be granted a leave of absence without loss of pay for the purpose of taking a civil service examination.

11.1.6 When an employee witnesses a crime occurring and reports the same and is subsequently subpoenaed to testify in proceedings, the employee may apply, through his/her department head, to the Common Council for permission to be absent without loss of pay for the time necessary for court appearances to so testify. The decision to allow such absence without loss of pay shall be in the sole discretion of the Common Council.

Section 11.2 Leaves of Absence Without Pay

11.2.1 Upon written request submitted not later than the sixtieth (60th) consecutive calendar day prior to the first day of the proposed leave, an employee may be granted leave of absence without pay, not to exceed one year, for compelling personal reasons (other than pregnancy or engaging in gainful employment), provided that the Common Council, on recommendation of the employee's department head, determines that the needs of the employee's department reasonably permit the employee's absence. For good cause shown, the department head may waive the requirement of 60-advance days notice.

11.2.2 An employee may be granted leave of absence without pay for the purpose of rearing a child who is under one year of age upon the following conditions:

- (a) The employee must submit a written request for leave to the employee's department head as far in advance of the first leave day as practicable.

- (b) The leave must not exceed one (1) calendar year.

ARTICLE 12.0
BENEFITS

Section 12.1 Insurance

12.1.1 The Employer will provide for each single, double or family coverage (whichever the employee is eligible for and selects) under (1) Traditional Blue (POS-203) with contraceptives and rider providing dependent coverage to age 19 or 25 for students and Extended Medical Care Rider; or (2) Traditional Blue (POS-203+) with contraceptives and rider providing dependent coverage to age 19 or 25 for students and Extended Medical Care Rider. The Employer may substitute or add equal or better plans for the plans specified in this paragraph but before doing so it shall notify the CSEA and consult with it on request. During such consultations, the CSEA may present other carriers as alternatives to those presented by the Employer. The Employer shall have no obligation to provide these coverage's to an employee while he/she is on unpaid leave of absence, except that an employee who has exhausted all of his/her sick leave credits afforded pursuant to Article 10 of this agreement and who is on unpaid leave of absence because of health reasons shall have his/her health insurance coverage (and the Employer's contributions thereto) continued for 90 consecutive calendar days beyond his/her last paid day of absence.

12.1.2 Plan Change made by Insurance Company. If a co-pay change or a deletion or modification of a benefit is proposed to be made by an insurance plan specified in this contract, the City shall notify CSEA forthwith, but not less than seven working days after the City received notification. (Notification means notification to the CSEA representative and the Local CSEA President). A meeting shall be held at which representatives of the City, CSEA and the health insurance plan will review the proposed change. The City will seek proposals from the plan, other plans or other carriers. CSEA, at that meeting or at subsequent meetings, may propose alternatives at no greater cost that are equal or equivalent to the co-pay benefit level either within the same plan or through another provider. If not alternative is agreed upon within 60 calendar days after notification to the CSEA described in the first sentence of this paragraph, the City will provide the level of coverage that is then available from the plan that, at no greater cost, is comparable (whether at a higher or lower coverage level) to the co-pay or benefit coverage that is no longer available. A change of any drug from one tier to another shall not constitute a change in coverage or benefit level.

12.1.3 (a) Health Insurance: For all employees hired between June 1, 2001 and September 9, 2008, the Employer's contribution to the cost of coverage selected from 12.1.1, except for "Traditional Coverage" will be 90% of the premium cost and the employee will pay the remaining 10% through payroll deduction. If an employee hired on or after June 1, 2001 selects "Traditional Coverage" from 12.1.1, the employee will pay the greater of:

- (1) The difference between the cost of the premium for the least expensive coverage offered under 12.1.1 and the cost of the traditional coverage through payroll deduction; or

- (2)** 10% of the "Traditional" premium cost through payroll deduction. The Employer will then contribute the balance of the premium after the employee's contribution for "Traditional Coverage" is determined.

(b) For employees hired before June 1, 2001, the Employee's contribution to the cost of the coverage selected from 12.1.1 shall be:

Effective June 1, 2008	\$0.00
Effective June 1, 2009	\$10.00 per month for individual coverage \$20.00 per month for 2-person coverage \$40.00 per month for family coverage
Effective June 1, 2010	\$15.00 per month for individual coverage \$30.00 per month for 2-person coverage \$60.00 per month for family coverage

(c) For employees hired on or after September 9, 2008, the employee's contribution to the cost of coverage selected from 12.1.1 will be 15% and the Employer will pay the remaining 85% of the premium cost.

12.1.4 (a) If an employee eligible for the medical insurance offered in paragraph 12.1.1 elects not to take such insurance; he/she shall receive a payment equal to fifty percent (50%) of the least current eligible HMO coverage for which the employee would be eligible. In order to qualify for this payment the employee must forego the coverage for an entire calendar year and must indicate his/her decision in writing to the City Auditor by December 15th of the calendar year before the calendar year in which he/she will forego coverage. The employee's written communication to the City Auditor must also include the employee's representation that he/she is eligible for medical insurance from some other source and will enroll in that coverage for the period of time he/she is waiving the coverage under paragraph 12.2.1.

(b) The Employer will make payment of this amount under subparagraph (a) above to an eligible employee in four equal amounts during the payroll periods for March 1st, June 1st, September 1st and December 1st of the calendar year in which the employee has waived medical insurance.

(c) An employee who makes an election to waive coverage available under paragraph 12.1.1 may not thereafter elect such coverage for the calendar year that he/she has elected to waive such coverage unless since the beginning of the calendar year in which he/she has decided not to take coverage, the employee has married, the employee has been divorced, the employee's spouse or child has died, the employee has a new dependent child through birth or adoption, or the employee's spouse has become ineligible for medical coverage through the spouse's employer provided the employee was receiving medical coverage through the spouse's employer during the calendar year in which the employee chose not to take the City's coverage.

(d) The Employer and the Union will not be liable for any claims, damages or consequences that may result if an employee chooses this buy-out option including, but not limited to, claims, damages or consequences resulting from the employee not having medical insurance during the period he/she has chosen not to take the Employer's coverage.

12.1.5 On or before the 60th working day after the successor to the 94-96 agreement is executed by all parties, the Employer will institute any plans necessary under the IRS Code for payment of uninsured or un-reimbursed medical, dental, vision, dependent childcare expenses or other expenses as the Employer and the Union may mutually agree upon. Such plan or plans will not allow employees to "roll over" unused money to the next plan year and such money will inure to the Employer for offset of administrative costs.

12.1.6 The Employer will continue with a Section 105(H) Medical Savings Plan payment in the amount as listed below for each bargaining unit employee. Any amounts unused at the end of any fiscal year will be carried to the next year for each employee. An employee who retires for the purpose of receiving benefits under the New York State Employee's Retirement System will be allowed to utilize after retirement any amounts remaining in the employee's account at retirement for any purpose allowed by the Plan.

Effective June 1, 2008 - \$550.00 per year

Effective June 1, 2009 - \$575.00 per year

Effective June 1, 2010 - \$600.00 per year

Section 12.2 Retirement and Death

12.2.1 This paragraph applies only to an employee who was employed in a position in the negotiating unit covered by this agreement on March 22, 1977, who remains in such a position as of the date of his/her death or retirement (as the case may be), and who had at least 10-years of service with the Employer in such position as of his/her death or retirement (as the case may be). When such an employee retires or dies prior to his/her retirement, he/she or his/her estate shall be paid one day's pay for each full day of unused sick leave credits, which he/she had accumulated as of the day of his/her retirement or death. For purposes of this paragraph 12.2.1, "one day's pay" means: in the case of a salaried employee, the employee's annual salary divided by 260 and, in the case of an hourly employee, the employee's hourly rate times the average number of hours per day, which he/she is normally scheduled to work, pursuant to the provisions of Article 6.0 of this agreement. The result of the calculations required in the foregoing sentence shall in each case be known as the employee's "daily rate". The daily rate at which the "one day's pay" is computed for purpose of this paragraph 12.2.1 shall vary according to the time when each particular accumulated sick leave credit was added to the employee's accumulation. For all days added to his/her accumulation on or before May 31, 1977, the employee's daily rate shall be calculated by using his/her annual salary or hourly rate (as the case may be) in effect on May 31, 1977. For all days added to his/her accumulation after May 31, 1977, the employee's daily rate shall be calculated by using his/her annual salary or hourly rate (as the case may be) in effect on the last day of the month during which the employee earned the credit pursuant to paragraph 10.2.1 of this agreement. When an employee uses a day of his/her accumulated sick leave credits, he/she shall be regarded as having used the day, which was added to his/her accumulation first. When an employee or the employee's estate becomes eligible for a payment pursuant to this

paragraph 12.2.1, the payment shall be made in one lump sum, unless the employee or the estate delivers a written statement to the City Auditor's office within thirty working days of the employee's death or retirement stating that the payment is to be made in five equal installments each payable on the anniversary of the employee's death or retirement in which case the City shall make such annual payments.

12.2.2 The Employer shall provide the pension plan for retirement of eligible employees commonly known as the Section 75G retirement plan together with the death benefit provision commonly known as the Section 60B rider. The Employer will provide Section 75(i), 60(b) and 41(j) retirement options to all eligible employees.

ARTICLE 13.0 **MISCELLANEOUS**

13.1.1 The "Personnel Rules for Municipal Employees", set forth in Appendix D, shall not be changed without prior consultation between the parties in a special conference as provided in paragraph 2.1.4 of this agreement, but this paragraph 13.1.1 shall not be deemed to limit the right of the Employer, as set forth in paragraph 2.1.1 of this agreement, "to make reasonable rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency and the protection of property" which are not contrary to law or to an express provision of this agreement (including Appendix D of this agreement).

13.1.2 In accordance with present practice, the Employer will furnish all items of safety equipment (except safety shoes) and all items of wearing apparel, which it requires an employee to use or wear. In addition, the Employer will furnish work gloves to employees on the Sanitation Crew. When such an employee's gloves become worn or damaged and require replacement, he/she must turn them in order to receive a new pair from the Employer.

13.1.3 For employees who are required by the Employer to wear safety shoes, the City will pay 100% of the price thereof but not to exceed \$80.00 per pair per year on presentation by the employee of a sales receipt or other acceptable proof of purchase.

13.1.4 When an employee at the Sewage Disposal Plant or the Water Treatment Plant is working alone, he/she shall before leaving the plant telephone the Police Department desk and inform an employee on duty there that he/she is leaving the plant and expects to return at a certain time. Upon returning to the plant, he/she will again telephone the Police Department desk and inform an employee on duty there that he/she has returned. If the plant employee fails to telephone at the proper time, the Police Department desk employee shall have someone go to the plant and check on the plant employee's safety. For this purpose, keys needed to gain access to the plant shall be kept available at the Police Department desk.

13.1.5 Each Motor Equipment Mechanic shall be allowed \$175.00 for tool replacement per fiscal year (June 1st to May 31st inclusive). Proof of purchase during the fiscal year must be presented for reimbursement to be charged against the allowance.

13.1.6 Fifteen spaces shall be reserved on the northerly side of the South Street for the use of employees regularly assigned to work in the Municipal Building.

13.1.7 The Employer will provide to employees the appropriate personal protective equipment, to include outerwear and heavy gloves, for use when employees are working outdoors in winter weather.

13.1.8 If the Employer requires an employee appointed before June 1, 1996 to have a valid commercial driver's license, the Employer will reimburse to the employee the difference between the renewal cost of such license and a regular driver's license. This reimbursement will also be made to employees appointed on or after June 1, 1996 when the employee has at least 8-years of service with the Employer at the time of the renewal.

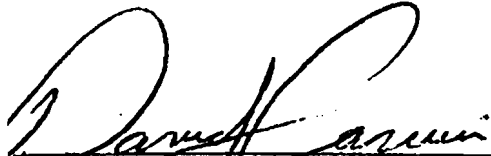
13.1.9 All Memorandums of Agreement agreed upon between the City and CSEA shall be included in the collective bargaining agreement.

13.1.10 The City and CSEA agree to meet through the labor management forum to negotiate the creation and implementation of a drug and alcohol policy.

SUBSCRIPTION

IN WITNESS WHEREOF, the duly authorized representatives of the parties have subscribed their names on the dates indicated.


FOR THE CITY OF OLEAN:



David J. Carucci, Mayor

DATED: 1/16/09

**FOR CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL 1000 AFSCME,
AFL-CIO**



John D. Ricci, Unit President

DATED: 1/16/09



Renee Chichester, Labor Relations Specialist

DATED: 01/15/09

APPENDIX A

GRIEVANCE FORM

TO: _____

DEPARTMENT: _____

(1) Who is grieving: _____

(2) What the Employer did or failed to do that the grievant(s) object to: _____

(3) Paragraph(s) of the agreement for foregoing act or failure to act violated: _____

(4) Action the grievant(s) believe the Employer should take to remedy the foregoing situation: _____

(5) I discussed this matter on (date): _____

With my immediate supervisor (name): _____

Grievant's Signature*: _____

Grievance Representative's Signature: _____

Date: _____

*If there is more than one grievant, each must sign on the back of this form.

APPENDIX A (Reverse Side)

STEP 1

Date Submitted: _____

Date Answered: _____

Department Head's Answer: _____

Department Head's Signature: _____

This Answer is: _____

Satisfactory: _____

Not Satisfactory: _____

Grievance Representative's Signature: _____

STEP 2

Date Submitted: _____

Meeting Date: _____

Date Answered: _____

City's Answer: _____

Signed for the City by: _____

This Answer is: _____

Satisfactory: _____

Not Satisfactory: _____

Signed for the CSEA by: _____

APPENDIX B

REQUEST FOR COMPENSATORY DAY OFF IN LIEU OF HOLIDAY

(1) Employee's: Name: _____

Department: _____

(2) Day(s) off requested: Day(s) of week: _____

Date(s): _____

(3) Special reason, if any, for requesting the above day(s) off:

Employee's Signature: _____

Received by Department Head's Office on: _____

APPENDIX C

SICK LEAVE APPLICATION

(1) Employee's Name: _____

(2) Employee's Department: _____

(3) Briefly describe nature of illness: _____

(4) Is this illness () of yourself or () of a relative resident in your home? If of a relative, which one? _____

(5) Is medical certificate attached?

_____ YES _____ NO

(6) Date application submitted: _____

(7) Employee's signature: _____

APPENDIX D

PERSONNEL RULES FOR MUNICIPAL EMPLOYEES

A. Rules of General Application

1. Department heads, working supervisors and supervisors have the right to assign any employee under his/her supervision to any job, which the employee is capable of performing, provided; however, that classifications must be respected and an employee shall not be subject to constant duties not consistent with his/her classification.
2. A department head or his/her duly assigned representative has authority to reprimand, suspend, layoff or permanently discharge non-competitive and labor class employees for disciplinary reasons or in the interest of economy or efficiency or for administrative purposes. Such action must follow procedures prescribed by applicable law and this agreement.
3. A department head shall not have authority over personnel of a department, which he/she does not head, except as described below:
 - (1) An employee may be assigned by his/her department head for a temporary period to another department upon written request of the borrowing department. Said request shall indicate approximate length of time and general purpose of such assignment.
 - (2) An employee thus assigned shall be subject to the authority and regulations governing the department to which he/she is assigned during the period of such assignment.
 - (3) Assignments to divisions within a department may be effected by verbal agreement between division heads; however, the provisions of subparagraph (2) above shall apply.
 - (4) A department head may engage such extra or temporary personnel as he/she may require from time to time insofar as consistent with the budgetary allowances of his/her department.
4. Each day of sick leave with pay granted shall be reported to the Civil Service Commission of the City of Olean.

B. Rules Applicable to the Street and Sanitation Divisions of the Department of Public Works

1. An employee may be assigned for temporary relief or emergency work to any of the divisions of the Department of Public Works or to the Water Department, Parks Division or Engineering Department other than the division or department to which the employee is regularly assigned; provided, however, that such assignment shall not exceed two consecutive weeks in any quarter without the employee's consent. Nevertheless, the foregoing two consecutive week limitation shall not apply in an emergency caused by a disaster. A new employee in the Streets Department shall be required, at the time he/she is hired, to sign and date this statement: "I understand that I may be assigned for temporary relief or emergency work to other City Departments or divisions including the Sanitation Division".

- 2.** A truck driver or temporary substitute shall be the crew chief when assigned a detail with a crew, unless the responsible working supervisor or supervisor shall designate someone else. He/She shall be responsible for carrying out such assignment in accordance with orders and shall have the authority to direct his crew as required.
- 3.** Time cards shall not be punched earlier than 15-minutes before the established starting hour of work in the morning unless an employee is engaged in a special project directed by his/her working supervisor or supervisor, who shall so indicate on the time card. Employees on a night shift or overtime job shall not punch in before actual starting time.
- 4.** Time cards shall not be defaced in any way.
- 5.** Time cards must indicate both punch-in and punch-out for each day worked, including all overtime. Write-ins shall not be accepted unless initialed by the responsible working supervisor or supervisor. Incomplete time cards shall not be honored.
- 6.** An employee must not punch a time card for another employee.
- 7.** Time worked on a "call-back", as provided in this agreement, shall be indicated as such and initialed by the responsible working supervisor or supervisor on the time card.
- 8.** An employee who has worked the regularly established hours for his/her division shall be allowed ten (10) minutes to prepare for quitting time.

APPENDIX E

COMPENSATION SCHEDULE

Note: For each grade, the top figure listed is the 35 hour per week rate; the bottom figure is the 40 hour per week rate.

(* is 40 hr title)

<u>Grade</u>	<u>No Change</u> <u>6/1/2008</u>	<u>\$0.50/hr</u> <u>6/1/2009</u>	<u>\$0.60/hr</u> <u>6/1/2010</u>	<u>Classification</u>
1				None
2				None
3	14.53	15.03	15.63	Dispatch
4	17.52	18.02	18.62	Clerk
5	17.86	18.36	18.96	Account Clerk Typist Police Matron
6	18.18	18.68	19.28	Stenographer Account Clerk Typist Youth Program Asst.
	17.04	17.54	18.14	*Building Maintainer *Laborer *Street & Sewer Mtr. I *Rec Center Assistant
7	18.63	19.13	19.73	Account Clerk Steno *Parks Maintainer I *Wastewater Treatment Plant Operator Trainee *Water Treatment Plant Operator Trainee
	17.38	17.88	18.48	
8	19.07	19.57	20.17	Senior Stenographer *Airport Maintainer *Lubrication Specialist *Senior Janitor *Motor Equipt Operator *Cleaner *Laborer II
	17.79	18.29	18.89	
9	18.22	18.72	19.32	*Asst Wastewater Treatment Plant Operator *Asst Water Treatment Plant Operator *Sewer Maintainer

<u>Grade</u>	<u>No Change</u> <u>6/1/2008</u>	<u>\$0.50/hr</u> <u>6/1/2009</u>	<u>\$0.60/hr</u> <u>6/1/2010</u>	<u>Classification</u>
10	20.09	20.59	21.19	Assessor's Aide Sr Acct Clerk Typist Sr Acct Clerk Steno
	18.68	19.18	19.78	*Parks Maintainer II *St & Sewer Mtr II *Wastewater Mtc Worker *Utility Worker *Water Maintainer *Rec Mtc Worker *Janitor *Construction Worker
11	19.19	19.69	20.29	*Heavy Eqt Operator *Heavy Eqt Operator/Water Mtr *Wastewater Treatment Plant Operator *Water Treatment Plant Oper *Street & Sewer Mtr III *Street & Sewer Mtr I- Night *Water Meter Specialist *Parks Mtr II/Pesticide Applicator *St & Sewer Mtr II/Pesticide Applicator
12	21.24	21.74	22.34	Principal Account Clerk Deputy Registrar Vital Statistics
	19.69	20.19	20.79	*Engineering Aide *Wastewater Treatment Plant Operator-Mtc Mechanic I *Water Treatment Plant Operator-Mtc Mech. I *Recreation Center Superv
13	21.85	22.35	22.95	Senior Clerk
	20.22	20.72	21.32	*Jr Civil Engineer *Motor Equipt Mechanic
14	20.83	21.33	21.93	*Recreation Center Operator

<u>Grade</u>	<u>No Change</u> <u>6/1/2008</u>	<u>\$0.50/hr</u> <u>6/1/2009</u>	<u>\$0.60/hr</u> <u>6/1/2010</u>	<u>Classification</u>
15	23.21 21.42	23.71 21.92	24.31 22.52	Payroll Clerk *Asst St/Sewer Supervisor *Sr Water Meter Specialist *Sr Water Maintainer *Sr Parks Maintainer *Senior Parks Maintainer *WWTPO/Mtc Mechanic II *Electrician Assistant *Code Enforcement Officer
16	22.04 24.05	22.54 24.55	23.14 25.15	*Civil Engineer *Recreation Supervisor *Recreation Mtc Supervisor *WTPO-Mtc Mechanic II *Parking Meter Attendant *Sr Street & Sewer Maintainer *Senior Water Treatment Plant Operator *WTPO/Mtc Mechanic II *Senior Wastewater Treatment Plant Operator *Youth Bureau/Rec Program Coordinator *Office Manager
17	22.74	23.24	23.84	*Senior Airport Maintainer
18	23.42	23.92	24.52	*Building Inspector *Micro-Computer Programmer
19	24.15	24.65	25.25	None
20	24.83	25.33	25.93	*WTP SrOp/Lab Director *WWTP Sr Op/Lab Director
21	25.71	26.21	26.81	*Data Processing Coordinator
22	28.94 26.50	29.44 27.00	30.04 27.60	DPW Office Supervisor Comm Dev Program Coord. *Street & Sewer Supervisor *Garage Shop Supervisor *Parks Supervisor *Chief WTPO *Water Maint Supervisor *Water Meter Svc Supervisor

<u>Grade</u>	<u>No Change 6/1/2008</u>	<u>\$0.50/hr 6/1/2009</u>	<u>\$0.60/hr 6/1/2010</u>	<u>Classification</u>
23				None
24	26.86	27.36	27.96	*Chief WWTP Operator *Water Superintendent
25	28.52	29.02	29.62	*City Electrician
26	30.28	30.78	31.38	*Sr Civil Engineer
27	31.79	32.29	32.89	None
28	33.71	34.21	34.81	None

APPENDIX F

FUNERAL LEAVE REQUEST

Employee Name: _____

Department: _____

Immediate Family (3-Days) – Amount of Time Requested: _____

Blood Relative (1-Day) – Amount of Time Requested: _____

Employee's Signature: _____

Date Submitted: _____

MEMORANDUM OF UNDERSTANDING

LOOSE-LEAF NOTEBOOK ASSIGNMENTS

1. The City of Olean, New York ("City") and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO ("CSEA") are parties to the recently negotiated 1993-94 collective negotiations agreement between them and they further agree as follows:
2. In order to save paper and money, the 1993-94 agreement will be reproduced and distributed in the form of a loose-leaf notebook, which will contain all the pages of the 1993-94 agreement.
3. Subsequent agreements will be distributed in the form of changed pages only, so that the changed pages and the unchanged pages, which the employees will have retained from the previous agreement, will constitute each employee's copy of the new agreement.
4. If an employee's copy of the agreement is stolen, lost or damaged beyond usability, the City will replace it with a complete copy of the then current agreement upon request from the employee to the Mayor's Office.
5. In order that there will be a record of delivery to each employee of copies of the agreement and/or changed pages of a new agreement, each employee will sign a receipt therefore upon delivery.

AGREED FOR THE CITY:

AGREED FOR THE CSEA:

/s/ John J. Ash
Mayor

/s/ Bruce A. Jones
President

DATED: June 9, 1993

DATED: June 9, 1993

MEMORANDUM OF UNDERSTANDING

The City of Olean and the CSEA agree that if the City directs members of the Olean Police Department to enforce City codes and ordinances, which are also enforced by employees in this unit, the CSEA agrees that neither it nor any of the employees in the positions in the negotiating unit represented by the CSEA will claim that the City has thereby engaged in an improper practice or has violated the collective negotiations agreement between the City and the CSEA.

Accepted for the City:

By: /s/ John J. Ash
Mayor

DATED: October 19, 1988

Accepted for the CSEA:

By: /s/ Theodore J. Welch
Unit President

DATED: October 19, 1988

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between Bruce A. Jones, President of CSEA Local 805, Unit 6202, and Peter Marcus, Director, Department of Public Works, is entered into for the purpose of clarifying the definition of "week" as referred to in Section 7.2.1 of this agreement between the City of Olean and the CSEA. Previously the dictionary definition of "week" has been used but, because the dictionary definition does not coincide with the two-week period used for establishing payrolls, it is now agreed that for purposes of Section 7.2.1 "week" is defined as beginning at 11:00 PM on Sunday evening through 11:00 PM Sunday evening.

/s/ Bruce A. Jones
Bruce A. Jones, President
CSEA Local 805, Unit 6202

/s/ Peter Marcus
Peter Marcus, Director
Department of Public Works

DATED: February 8, 1993

DATED: February 8, 1993

MEMORANDUM OF UNDERSTANDING

The City of Olean and the City of Olean Unit of Cattaraugus County Local 805, CSEA, Inc., AFSCME Local 1000, AFL-CIO (hereinafter "the parties") agree that the members of the City of Olean Unit of Cattaraugus County Local 805, CSEA, Inc., AFSCME Local 1000, AFL-CIO may participate in a deferred compensation plan as offered by the employer and known as the New York State Deferred Compensation Plan (hereinafter "the plan") under the following conditions:

- A.** Participation in the plan is strictly on a voluntary basis.
- B.** Prior to participation, each participating member shall be given a copy of said plan and any and all questions said member may have will be answered by the plan administrator(s) to the satisfaction of the member.
- C.** A copy of any revision(s) to said plan will be furnished to the participating members as said revision occur, by the plan administrator(s).
- D.** Copies of any law, rules or regulations governing said plan shall be supplied by the plan administrator(s) to each participating member.
- E.** Any revision, alteration or change in the law, rule or regulations governing the plan and its offering shall be supplied to the
- F.** The parties to this agreement, which is to be furnished to participating member(s), shall be held safe harmless as to any suits, litigation or other action, which may be brought about due to the member(s) participation in the plan.

The parties by affixing their signatures hereto agree to the foregoing.

DATED: December 21, 1993

/s/ John Ash
Mayor

/s/ Bruce A. Jones
Bruce A. Jones

/s/ Michael G. Painter
Michael G. Painter

MEMORANDUM OF UNDERSTANDING

The City of Olean, New York (City) and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO (CSEA) are parties to a 1998-2001 collective negotiations agreement. Subsequent to entering this agreement, the position of Dispatcher was created and several new employees were hired as Dispatchers. The agreement did not contemplate the addition of these members and additional provisions are required to make the agreement applicable to them. The City and CSEA, therefore, further agree as follows:

1. Dispatchers, but not the Dispatch Director, will be included and recognized as members of the CSEA as of September 21, 1999.
2. The Dispatch Director will not be a member of the CSEA.
3. Section 2.2.2 will be amended to allow for 12 Grievance Representatives and it will add "(k) Dispatchers - one."
4. Starting in fiscal year 2000-2001, Dispatchers will be entitled to the Medical Savings Plan contributions under Section 12.1.5 of the agreement.
5. Dispatchers are not entitled to the \$500 bonuses under the Memorandum of Understanding dated December 1998.
6. **Article 7 - Compensation:** Section 7.1.2 will add, after the last sentence in that section, Dispatchers hired before the signing of this Memorandum will receive the hourly rate appropriated to their classification, and the provisions of Section 7.1.2 (1), (2), (3) and (4) will not apply. Dispatchers hired after the signing of this Memorandum be compensated in accordance with the provisions set forth in Section 7.1.2 (1), (2), (3) and (4).
7. Starting September 21, 1999 Dispatchers will be entitled to the differential pay under 7.3.1.
8. Dispatchers will be covered by the Olean General Unit Retirees Health Insurance Fund Agreement dated as of November 1994.
9. **Article 8 - Holidays:** The last paragraph under Section 8.1.2 will read: This paragraph 8.1.2 does not apply to employees working at the Airport or to shift employees working at the Water Treatment Plant, Sewage Treatment Plant and Dispatchers.
10. **Article 9 - Vacations:** Same as contract.
11. **Article 9 - Vacations:** Section 9.3.1 add (q) Dispatchers.
12. The CSEA does not represent part-time Dispatchers and this memorandum applies only to full-time Dispatchers.
13. The normal work schedule for Dispatchers will be 40-hours per week and 8-hours per day. The normal shift times are 8:00 AM to 4:00 PM, 4:00 PM to 12:00 AM and 12:00 AM to 8:00 AM. On or before May 1st of each year of this contract the Employer will post full-time schedules and the Dispatchers will bid on those posted schedules by seniority.

The bids must be submitted on or before May 15th. The Employer will assign the posted schedules based on those bids and the Dispatchers will begin working the assigned schedules on June 1st of each year of this contract. If a permanent vacancy on an assigned schedule occurs and the Employer intends to fill the vacancy, Dispatchers will be allowed to bid on that schedule by seniority and if no Dispatcher bids on the schedule, it will be given to the person appointed to fill the vacancy. If Dispatchers do bid on the vacant schedule, it will be assigned by seniority and the resulting schedule vacancy will be assigned to the person appointed. The Employer will endeavor to offer schedules of five consecutive working days with two consecutive days off. The Employer will also endeavor to offer schedules requiring the employee to work only one weekend day.

14. All working time over 40-hours in the same workweek or over 8-hours in the same workday will be offered first to part-time Dispatchers.

A. If not enough part-timers accept such working time and the Employer has 3 or more days advance notice of the need to fill such working time, the time will be offered to the Dispatchers on a rotating basis by seniority until the required number of Dispatchers have volunteered to accept the working. If a Dispatcher accepts the time, the Dispatcher will work the time and the next such working time opportunity will be offered first to the most senior employee after the employee who accepted the last opportunity. If no employee or not enough employees accept an opportunity, the Employer will assign the time on a rotating basis by inverse seniority. If no acceptance or rejection is received at the time it is offered or of the employee cannot be contacted, the opportunity will be deemed rejected.

B. If not enough part-timers accept such time, and the Employer had less than 3-days advance notice of the working time, the Employer may follow the rotation system explained in 3 (A) or assign such time by inverse seniority to the required number of employees starting with the employees working the shift preceding the shift upon which the time must be worked. A supervisor may also have the option to work such time if the Employer had less than two hours notice and the required time in one hour or less.

15. Paragraph 8.2.2 will apply to the Dispatchers.

/s/ James Griffin
Mayor James Griffin

DATED: December 26, 2000

/s/ James Jayes
Labor Relations Specialist CSEA

DATED: November 9, 2000

/s/ Robert P. VanHoutte
Rob VanHoutte, Unit President

DATED: November 9, 2000

MEMORANDUM OF AGREEMENT

This agreement is entered into on April 1, 2005 by and among the City of Olean, New York (Employer) and the Civil Service Employees Association, Inc., Olean City Unit of Cattaraugus County Local 805 of CSEA/AFSCME Local 1000, AFL-CIO (CSEA).

The parties agree that the City's contribution to the Olean General Unit Retirees Health Insurance Fund will be \$88,500.00 for fiscal year 2006-2007 and \$91,000.00 for fiscal year 2007-2008 and thereafter.

Accepted for the City:

By:/s/William J. Quinlan
William J. Quinlan, Mayor

DATED: 4/1/05

**Accepted for the Civil Service
Employees Association, Inc., AFSCME
Local 1000, AFL-CIO:**

By:/s/Kenneth S. Crawford
Union President, City of Olean

DATED: 4/1/05

By:/s/Richard Toth
Labor Relations Specialist, CSEA, Inc.

DATED: 4/1/05

MEMORANDUM OF AGREEMENT

Effective June 1, 2006, if any employee pays more than one co-pay for a 90-day supply of a physician or pharmacist certified maintenance prescription drug, the City will reimburse the employee the amount the employee paid in excess of one co-pay for that drug. To receive such reimbursement, the employee must submit to the auditor's office a receipt showing the amount the employee paid for a 90-day supply. The reimbursement will be made no more than once to an employee every fiscal year quarter (3/1, 6/1, 9/1 and 12/1). The City's reimbursement will not come from the employee's MSA.

Accepted for the City:

**Accepted for the Civil Service Employees
Association, Inc., AFSCME Local 1000, AFL-
CIO**

**By:/s/William J. Quinlan
William J. Quinlan, Mayor**

By:/s/Richard Toth

DATED: 4/1/05

DATED: 4/1/05

MEMORANDUM OF AGREEMENT

**By and Between
The City of Olean
And The
Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO**

WHEREAS, the City of Olean (hereinafter referred to as the "City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "CSEA") are parties to a collective bargaining agreement for the term of June 1, 2004 through May 31, 2008, and

WHEREAS, the City is currently experiencing financial shortfalls and is in the process of adopting a budget for the fiscal year of June 1, 2006 through May 31, 2007, and

WHEREAS, the City and the CSEA wish to avoid the layoffs of current bargaining unit members and have entered into discussions regarding cost saving measures.

NOW, THEREFORE BE IT AGREED, the following:

1. Unless, specifically referred to in this Memorandum of Agreement, no aspect of the collective bargaining agreement by and between the parties shall be deleted, modified or in any other way changed. This Memorandum of Agreement shall not be construed as a reopening of the collective bargaining agreement; rather it is a one-time stand-alone agreement made under special and unique circumstances.
2. The terms of this Memorandum of Agreement shall be subject to a ratification vote by the respective parties.
3. The City will offer a retirement incentive to bargaining unit members who retire under the New York State and Local Government Retirement System between the date this Memorandum of Agreement receives final approval and December 31, 2006, both dates inclusive.
4. This retirement incentive shall consist of fully paid health insurance at the retiring bargaining unit member's level of coverage at the time of his/her retirement for five (5) calendar years beginning on the respective date of retirement, or until the bargaining unit member reaches the age of Medicare eligibility (whichever is sooner). Those bargaining unit members retiring under this incentive, who will not be eligible for Medicare at the end of their five years of health insurance coverage will then be entitled to draw from the Olean General Unit Retirees Health Insurance Fund at the current percentage rate to be determined by the Administrators of the fund.
5. Bargaining unit members who are already sixty-five (65) years of age, already Medicare eligible, and therefore would receive no benefit under this incentive shall be eligible to receive a one (1) time cash payout equal to one-half (1/2) their annual salary. This cash payout will be payable on the date of their respective retirement.
6. Bargaining unit members wishing to take advantage of this retirement incentive shall submit a letter of intent to the Mayor's office containing their desired date of retirement

within 30 calendar days following the date the CSEA membership ratifies this Memorandum of Agreement, without prejudice to withdraw this letter at a future date. The Mayor's office shall forward copies of all letters of intent received to the CSEA Labor Relations Specialist.

7. Within 10 calendar days following the final date to submit letters of intent, the Mayor shall meet with CSEA to review the submitted letters of intent. The Mayor, following consultation with CSEA shall determine which letters of intent to accept or deny based upon legitimate staffing needs. The Mayor shall only deny letters of intent based on legitimate and unique staffing needs. In a case where more employees in a given classification submit letters of intent than the Mayor determines is possible to accommodate, the most senior bargaining unit member's letter of intent shall be accepted. Any decision to deny a letter of intent shall be made in writing within five (5) calendar days following the Mayor's meeting with CSEA, and shall not be arbitrary or capricious in nature.

8. If, during that five (5) calendar years of health insurance coverage, a bargaining unit member who took advantage of this incentive should retain a job that provides him/her with fully paid employer provided health coverage, that member is obligated to take that employer provided health coverage and relieve the City of its obligation during that period of time.

9. Bargaining unit members who take advantage of this retirement incentive hired before March 22, 1977, and are therefore eligible to receive cash payment for their respective accrued sick leave, as defined in Section 12.2 of the collective bargaining agreement by and between the parties shall defer payment on that accrued sick time for the fiscal year of June 1, 2006 through May 31, 2007. After one (1) fiscal year, these affected bargaining unit members shall receive payment of their respective accrued sick leave in four (4) installments, each equal to twenty-five percent (25%) cash value of their total accrued sick time. The first twenty-five percent (25%) installment payment shall be made on June 1, 2007, and each June 1st thereafter, until the final twenty-five (25%) installment payment is made on June 1, 2010. If any affected bargaining unit member should die before receiving his/her final installment scheduled for June 1, 2010, his/her estate shall be entitled to payout of the remaining cash value of the respective bargaining unit member's accrued sick time within ninety (90) calendar days of appointment the estate's representative.

10. No remaining bargaining unit members shall experience a demotion in grade, or loss of pay and/or benefits in any way as a result of any elimination of positions. If any bargaining unit member is forced to move to another bargaining unit classification as a result of any elimination of positions, and that new classification requires special licensure or certification, the affected bargaining unit member shall be provided adequate time and ample training time during the normal workday to secure that special licensure or certification.

11. No two current bargaining unit members who retain the same title will receive different hourly rate of pay. If, because of the effects of specification 10 of this Memorandum of Agreement, this situation should arise, all bargaining unit members' pay rates in the affected job classification shall be raised to the highest common denominator.

12. CSEA agrees to defer its percentage raise of three and one-half percent (3.5%)

scheduled for June 1, 2006 as specified in Appendix E of the collective bargaining agreement by and between the parties for one (1) fiscal year. The deferred percentage raise of three and one-half percent (3.5%) shall take effect on June 1, 2007 in addition to the normally scheduled percentage raise of three and one-half percent (3.5%) as specified in Appendix E of the collective bargaining agreement by and between the parties. Because of this wage deferral, the total percentage raise to take effect on June 1, 2007 to CSEA bargaining unit members shall be seven percent (7%).

13. The City agrees to layoff no CSEA bargaining unit members in the fiscal year beginning March 27, 2006 through and including May 31, 2007.

14. Any disputes or alleged violations of this Memorandum of Agreement shall be resolved under the procedure specified in Article 3.0 of the collective bargaining agreement by and between the parties.

15. Nothing contained within this Memorandum of Agreement shall be construed as a waiver of CSEA's rights under New York State Civil Service Law.

IN WITNESS WHEREOF:

FOR THE CITY:

FOR THE CSEA:

/s/David Carucci
David J. Carucci, Mayor

/s/Robert W. Mueller
Robert W. Mueller, Labor Relations Specialist

DATED: 4/13/06

DATED: 4/13/06

MEMORANDUM OF UNDERSTANDING

As part of the settlement of the 1998-2001 contract the parties have agreed to the following:

- 1) All bargaining unit employees on the payroll as of the following dates will receive a \$500 bonus payment during the indicated period:
- A. \$500 payable during June 1999 if on the payroll as of December 28, 1998.
 - B. \$500 payable during December 1999 if on the payroll as December 28, 1998.
 - C. \$500 payable during June 2000 if on the payroll as of December 28, 1998.
 - D. \$500 payable during December 2000 if on the payroll as of December 28, 1998.
- 2) The Employer agrees not to layoff any bargaining unit employee for all or part of fiscal years 1998-99 and 1999-2000. The Employer cannot promise it will not layoff employees for all or part of fiscal year 2000-2001, but it will make a good faith effort to retain all employees during the fiscal years.

If the employer decides to layoff employees for fiscal year 2000-2001, a committee composed of two Employer representatives and two CSEA representatives will be formed to recommend how layoffs will occur and how to transition laid-off employees.

- 3) The Employer and the CSEA will each appoint three members to a committee to analyze the Labor Health Plan and utilization of benefits there under. The committee will meet at mutually agreed times and employee organization leave time will be granted to the employees appointed by the CSEA to be on the committee.

Accepted for the City:

Accepted for the CSEA:

by: James P. Griffin
Mayor

by: James Jayes

Dated: 9/22/99

Dated: 9/21/99

MEMORANDUM OF UNDERSTANDING

The classification of Chief Wastewater Treatment Plant Operator will be changed from a Grade 22 to a Grade 24 effective June 1, 2003, start of 2003-2004 City of Olean budget year.

CITY OF OLEAN:

BY:/s/William J. Quinlan
William Quinlan, Mayor

DATED: 5/14/03

CIVIL SERVICE EMPLOYEES ASSOCIATION:

BY:/s/Kenneth Crawforth
Kenneth Crawforth, Union President

DATED: 5/14/03

MEMORANDUM OF UNDERSTANDING

The classification of Wastewater Treatment Plant Operator-Maintenance Mechanic II will be changed from a Grade 13 to a Grade 14 effective June 1, 2003, start of 2003-2004 City of Olean budget year.

CITY OF OLEAN:

BY:/s/William J. Quinlan
William Quinlan, Mayor

DATED: 5/14/03

CIVIL SERVICE EMPLOYEES ASSOCIATION:

BY:/s/Kenneth Crawforth
Kenneth Crawforth, Union President

DATED: 5/14/03

MEMORANDUM OF UNDERSTANDING

The classification of Parking Meter Attendant will be changed from a Grade 12 to a Grade 16 effective June 1, 2003, start of 2003-2004 City of Olean budget year.

CITY OF OLEAN:

BY:/s/William J. Quinlan
William Quinlan, Mayor

DATED: 5/14/03

CIVIL SERVICE EMPLOYEES ASSOCIATION:

BY:/s/Kenneth Crawford
Kenneth Crawford, Union President

DATED: 5/14/03

MEMORANDUM OF UNDERSTANDING

The classification of Street and Sewer Supervisor will be changed from a Grade 21 to a Grade 22 effective June 1, 2003, start of 2003-2004 City of Olean budget year.

CITY OF OLEAN:

BY:/s/William J. Quinlan
William Quinlan, Mayor

DATED: 5/14/03

CIVIL SERVICE EMPLOYEES ASSOCIATION:

BY:/s/Kenneth Crawford
Kenneth Crawford, Union President

DATED: 5/14/03

MEMORANDUM OF UNDERSTANDING

The classification of Senior Account Clerk Stenographer will be changed from a Grade 9 to a Grade 10 effective June 1, 2003, start of 2003-2004 City of Olean budget year.

CITY OF OLEAN:

BY:/s/William J. Quinlan
William Quinlan, Mayor

DATED: 6/3/03

CIVIL SERVICE EMPLOYEES ASSOCIATION:

BY:/s/Kenneth Crawford
Kenneth Crawford, Union President

DATED: 6/3/03

MEMORANDUM OF UNDERSTANDING

The classification of Senior Account Clerk Typist will be changed from a Grade 8 to a Grade 10 effective June 1, 2003, start of 2003-2004 City of Olean budget year.

CITY OF OLEAN:

BY:/s/William J. Quinlan
William Quinlan, Mayor

DATED: 6/3/03

CIVIL SERVICE EMPLOYEES ASSOCIATION:

BY:/s/Kenneth Crawforth
Kenneth Crawforth, Union President

DATED: 6/3/03

MEMORANDUM OF UNDERSTANDING

The classification of City Electrician will be changed from a Grade 28 to a Grade 25 with a pay rate of \$25.00 per hour. This Memorandum of Understanding shall be effective the 29th day of March, 2004, but the pay rate for William Adsit will not be affected by this change.

FOR THE CITY OF OLEAN:

/s/William J. Quinlan
William J. Quinlan, Mayor

DATED: 3/12/04

CIVIL SERVICE EMPLOYEES ASSOCIATION:

/s/Richard Toth
Richard Toth, CSEA Representative

DATED: 3/12/04

MEMORANDUM OF UNDERSTANDING

The classification of Senior Parks Maintainer will be changed from a Grade 13 to Grade 15. This Memorandum of Understanding shall be effective June 7, 2004.

FOR THE CITY OF OLEAN:

/s/William J. Quinlan
William J. Quinlan, Mayor

DATED: 6/2/04

FOR THE CIVIL SERVICE EMPLOYEES ASSOCIATION:

/s/Kenneth S. Crawford
Kenneth S. Crawford, CSEA President

DATED: 6/3/04

MEMORANDUM OF UNDERSTANDING

The classification of Community Development Coordinator will be changed from a Grade 19 to a Grade 22, this Memorandum of Understanding shall be effective this 21st day of July, 2003.

FOR THE CITY OF OLEAN:

/s/William J. Quinlan
William J. Quinlan, Mayor

DATED: 7/21/03

CIVIL SERVICE EMPLOYEES ASSOCIATION:

/s/Kenneth Crawford
Kenneth Crawford, CSEA President

DATED: 7/21/03

MEMORANDUM OF UNDERSTANDING

The classification of Motor Equipment Mechanic will be changed from a Grade 12 to a Grade 13, this Memorandum of Understanding shall be effective this 6th day of October, 2003.

FOR THE CITY OF OLEAN:

/s/William J. Quinlan
William J. Quinlan, Mayor

DATED: 10/16/03

CIVIL SERVICE EMPLOYEES ASSOCIATION:

/s/Kenneth S. Crawford
Kenneth S. Crawford, CSEA President

DATED: 10/15/03

MEMORANDUM OF UNDERSTANDING

The classification of Janitor will be changed from Grade 12 to Grade 10 effective with the execution of this Memorandum of Understanding by all parties.

CITY OF OLEAN:

BY:/s/David Carucci
David Carucci, Mayor

DATED: 1/17/07

CIVIL SERVICE EMPLOYEES ASSOCIATION:

BY:/s/John D. Ricci
John Ricci, President

DATED: 1/17/07

/s/Robert Mootry
CSEA Representative

DATED: 1/17/07

MEMORANDUM OF AGREEMENT

**By and Between
The City of Olean
And The**

Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO

WHEREAS, The City of Olean (hereinafter referred to as the "City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "CSEA") are parties to a collective bargaining agreement for the term of June 1, 2004 through May 31, 2008,

NOW, THEREFORE BE IT AGREED, the following:

By this agreement, both parties agree that the five full-time dispatchers now employed by the City are guaranteed full-time (70 hours per pay period) work until May 31, 2008; and

The normal work hours for these dispatchers will be 40 hours one week and 30 hours the second week for a total of 70 hours per two-week pay period (as shown on the attached schedule). This does not include any overtime that may be incurred in the two-week period; and

These dispatchers shall be entitled to all benefits they had as 40 hour employees, including but not limited to vacation pay, holidays and holiday pay, sick leave and medical benefits; and

A shift differential will be paid as follows:

C and C1 Shifts	45 cents per hour increase
A and A1 Shifts	60 cents per hour increase

This agreement does not set a precedent and that any disputes or alleged violations of this Memorandum of Agreement shall be resolved under the procedure specified in Article 3.0 of the Collective Bargaining Agreement by and between the parties; and

Nothing contained within this Memorandum of Agreement shall be construed as a waiver of CSEA rights under New York State Civil Service Law.

IN WITNESS WHEREOF:

FOR THE CITY

/s/David Carucci
DAVID CARUCCI
MAYOR
DATE: 5/8/07

FOR THE CSEA

/s/Robert Mootry
ROBERT MOOTRY
LABOR RELATIONS SPECIALIST
DATE: 5/8/07

/s/John D. Ricci
UNION PRESIDENT
LOCAL 805, UNIT 6202
DATE: 5/8/07

MEMORANDUM OF AGREEMENT

**By and Between
The City of Olean
And The**

Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO

WHEREAS, THE City of Olean (hereinafter referred to as the "City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "CSEA") are parties to a collective bargaining agreement for the term of June 1, 2004 through May 31, 2008, and

WHEREAS, THE City wishes to reorganize the Water and Sewage Departments,

NOW, THEREFORE BE IT AGREED, the following:

1. This agreement is based on the reorganization charts as attached. This cannot be amended without the agreement of both parties.
2. Members currently employed at a pay grade higher than the new reorganization calls for, will not take a pay cut.
3. The two (2) new superintendents positions will remain Union positions.
4. When a position is to be filled on a temporary basis that requires out of title pay the position will be filled by the most qualified or most senior person.
5. No new part-time positions will be created.
6. The Water Treatment Plant Senior Operator/Lab Director and Waste Water Treatment Plant Senior Operator/Lab Director will be labor pay grade 20 at a current rate of \$24.83 from June 1, 2007 to May 31, 2008, except as shown on chart attached.

IN WITNESS WHEREOF:

FOR THE CITY

**/s/David Carucci
David J. Carucci
Mayor
Dated: 5/1/07**

FOR THE CSEA

**/s/Robert Mootry
Robert Mootry
Labor Relations Specialist
Dated: 5/8/07**

**/s/John D. Ricci
John Ricci
Union President, Local 805, Unit 6202
Dated: 5/1/07**

MEMORANDUM OF AGREEMENT

**By and Between
The City of Olean
And the**

**Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO
Local 805 Unit 6202**

WHEREAS, The City of Olean (hereinafter referred to as the "City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Local 805 Unit 6202 (hereinafter referred to as the "CSEA") are parties to a collective bargaining agreement for the term of June 1, 2004 through May 31, 2008, and

WHEREAS, the proposed Youth Bureau and Recreation Program Coordinator position filled by John Anastasia, will become a CSEA bargaining unit position as a grade 16 with a 40-hour workweek.

IT IS FURTHER AGREED, that this grade 16 position will include all present and future negotiated salary increments and benefits between the City and CSEA, Inc.

IN WITNESS WHEREOF:

FOR THE CITY

**/s/David Carucci
David Carucci
Mayor
Dated: 6/2/08**

FOR CSEA, INC.

**/s/Renee Chichester
Renee Chichester
Labor Relations Specialist
Dated: 5/16/08**

**/s/John D. Ricci
John Ricci, President
Local 805 Unit 6202
Dated: 6/2/08**

MEMORANDUM OF AGREEMENT

**By and Between
The City of Olean
And The**

Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO

WHEREAS, The City of Olean (hereinafter referred to as the "City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "CSEA") are parties to a Collective Bargaining Agreement for the term of June 1, 2004 through May 31, 2008, and

WHEREAS, The City of Olean is desirous of creating a new Title of "Recreation Center Assistant" to be a part of said Bargaining Agreement and hereby seeks agreement from CSEA of the Compensation Schedule therefore.

NOW BE IT AGREED, that the title of Recreation Center Assistant shall be compensated at Grade level 6, 40 hours per week per the Appendix E, Compensation Schedule of the Bargaining Agreement.

IN WITNESS WHEREOF:

FOR THE CITY

**/s/David Carucci
David J. Carucci
Mayor
Date: 6/2/08**

FOR THE CSEA

**/s/Renee Chichester
Labor Relations Specialist**

Date: 5/23/08

**/s/John D. Ricci
John Ricci, Unit President
Local 805, Unit 6202
Date: 6/2/08**

MEMORANDUM OF AGREEMENT

**By and Between
The City of Olean
And The**

Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO

WHEREAS, The City of Olean (hereinafter referred to as the "City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "CSEA") are parties to a Collective Bargaining Agreement for the term of June 1, 2004 through May 31, 2008, and

WHEREAS, The City of Olean is desirous of creating the following new titles to be a part of said Bargaining Agreement and hereby seeks agreement from CSEA of the Compensation Schedule therefore.

1. Laborer II - Paygrade 8
2. Street & Sewer Maintainer II/Pesticide Applicator - Paygrade 11
3. Water Superintendent - Paygrade 24

NOW BE IT AGREED, that the above listed titles shall be compensated per the paygrades referenced and listed in Appendix E, Compensation Schedule of the Bargaining Agreement.

IN WITNESS WHEREOF:

FOR THE CITY

**/s/David Carucci
David J. Carucci
Mayor**

Date: 6/3/08

FOR THE CSEA

**/s/Renee Chichester
Renee Chichester
Labor Relations Specialist**

Date: 5/7/08

**/s/John D. Ricci
John Ricci, Unit President
Local 805, Unit 6202**

Date: 5/9/08

MEMORANDUM OF AGREEMENT

**By and Between
The City of Olean
And The**

Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO

WHEREAS, The City of Olean (hereinafter referred to as the "City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "CSEA") are parties to a Collective Bargaining Agreement for the term of June 1, 2004 through May 31, 2008, and

WHEREAS, The City of Olean is desirous of creating a new Title of "Construction Worker" to be a part of said Bargaining Agreement and hereby seeks agreement from CSEA of the Compensation Schedule therefore.

NOW BE IT AGREED, that the title of Construction Worker shall be compensated per the revised attached Appendix E, Compensation Schedule of the Bargaining Agreement.

IN WITNESS WHEREOF:

FOR THE CITY

**/s/David Carucci
David J. Carucci
Mayor**

Date: 10/25/07

FOR THE CSEA

**/s/Robert Mootry
Robert Mootry
Labor Relations Specialist**

Date: 10/19/07

**/s/John D. Ricci
John Ricci, Unit President
Local 805, Unit 6202**

Date: 10/22/07

MEMORANDUM OF AGREEMENT

**By and between the
CITY OF OLEAN, NEW YORK
(hereinafter referred to as "The City")**

**And the
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO
(hereinafter referred to as "The CSEA")**

WHEREAS, the current collective bargaining agreement by and between the parties specifies that the job classification of Water Treatment Plant Operator - Maintenance Mechanic II is paid at labor grade 13, and

WHEREAS, the parties feel that the responsibilities of the job classification Water Treatment Plant Operator - Maintenance Mechanic II are such that the pay rate of labor grade 13 is inadequate, and

WHEREAS, the parties are desirous of upgrading the pay rate of the job classification of Water Treatment Plant Operator - Maintenance Mechanic II

NOW, THEREFORE BE IT AGREED, the following

1. The pay rate for the job classification of Water Treatment Plant Operator - Maintenance Mechanic II will immediately be upgraded from a labor grade 13 to a labor grade 14.

IN WITNESS WHEREOF,

FOR THE CITY

/s/David Carucci
David J. Carucci
Mayor
Date 9/6/06

FOR THE CSEA

/s/Robert Mueller
Robert W. Mueller
Labor Relations Specialist
Date 9/5/06

/s/John D. Ricci
John Ricci
Unit President
Date 9/13/06

MEMORANDUM OF AGREEMENT

**By and Between
The City of Olean
And the
Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO
Local 805 Unit 6202**

WHEREAS, The City of Olean (hereinafter referred to as the "City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Local 805 Unit 6202 (hereinafter referred to as the "CSEA") are parties to a collective bargaining agreement for the term of June 1, 2004 through May 31, 2008, and

WHEREAS, the Office Manager for the City of Olean is going to be doing the payroll and human resource duties; and

WHEREAS, it has been determined that more time needs to be allocated for accomplishing the additional duties,

IT IS FURTHER AGREED, that the Office Manager shall be changed to a 40 hour per week work schedule at the current 40 hour pay rate for this position, and which will include all future negotiated salary increments and benefits between the City and CSEA, Inc. /

IN WITNESS WHEREOF:

FOR THE City of Olean

**/s/David Carucci
David Carucci
Mayor
Dated 11/7/08**

FOR THE CSEA, Inc.

**/s/Renee Chichester
Renee Chichester
Labor Relations Specialist
Dated 11/6/08**

**/s/John D. Ricci
John Ricci, President
Local 805 Unit 6202**