

AGREEMENT

by and between the
CITY OF OGDENSBURG, NEW YORK

and

CSEA, Local 1000 AFSCME,
AFL-CIO



City of Ogdensburg Hourly Unit #8401
Saint Lawrence County Local 845

January 1, 2016 - December 31, 2018

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AGREEMENT BETWEEN:
CITY OF OGDENSBURG, NEW YORK
AND
CIVIL SERVICE EMPLOYEES ASSOC.
CSEA/AFSCME LOCAL 1000, AFL/CIO)
2016-2018

This Agreement made as of the 12th day of August, 2016 by and between the City of Ogdensburg, New York, herein after referred to as the "CITY" and the CSEA/AFSCME, Local 1000, AFL/CIO, herein after referred to as the "UNIT" or "EMPLOYEES".

ARTICLE I.

The law governing this contract shall be the Public Employees Fair Employment Act, all other statutory provisions of the State Law consistent with the function and administration of the operation of the government of the City of Ogdensburg and Local Law of the City of Ogdensburg which are not inconsistent with the above mentioned Acts.

ARTICLE II.

Section 1. For the purpose of collective bargaining, with respect to rates of pay, wages, or salaries, hours of work, and other terms and conditions of employment, the City recognizes the unit as the exclusive representatives and agent for all permanent full time employees of the City, within the labor class of the Civil Service System.

Section 2. The City agrees not to negotiate with any employee covered by this Agreement or employee organization other than the Unit for the duration of this Agreement.

Section 3. The City of Ogdensburg, the employer, recognizes the Civil Service Employees Association as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the Bargaining Unit as defined in Article II, Section 1.

ARTICLE III.

The term of this Agreement shall be from January 1, 2016 through December 31, 2018.

ARTICLE IV. Dues Check Off

Section 1. The City shall deduct from the wages of the employees and remit to CSEA/AFSCME, 143 Washington Avenue, Albany, New York 12210, membership dues for all employees of said unit. The City agrees to deduct from the payroll such insurance premiums as may be authorized by an employee who elects to enroll in the programs available from the CSEA, Inc. as fringe benefits of membership.

The number of CSEA insurance deductions shall be limited to four (4). The Unit having been recognized or certified as the exclusive representative of employees within the negotiating unit represented by this agreement, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Unit, the fiscal officer making such deductions will transmit these amounts to CSEA/AFSCME, 143 Washington Avenue, Albany, New York 12210. These deductions will be accompanied by a listing indicating the names and addresses of those employees who are not members of the unit.

The Unit shall indemnify and save the City harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Unit pursuant to this Article.

Section 2. The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and Union-sponsored insurance and benefit program premiums for employees covered by this

Agreement. Such dues and premiums shall be remitted to the Civil Service Employees-Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis.

The employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, each payroll period, a list itemizing the deductions of each employee.

ARTICLE V. Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City are retained by it, including but not limited to, the right to determine the mission, purpose, objectives and policies of the City; to determine the facilities methods, means and number of personnel required for conduct of City programs, to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, to deploy and utilize the work force; to establish specifications for each class or reclassify and allocate or reallocate new or existing positions in accordance with the law and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE VI. CSEA Organizational Rights

Section 1. The City recognizes the right of Unit employees to designate representatives to appear on their behalf to adjust salaries, working conditions, grievances, and disputes as to the terms and conditions of this contract, and to visit employees during working hours depending upon the fact that it shall not interfere with the employee's work performance. Such representatives shall also be permitted to appear at hearings before the Council upon the request of the employees, the hearing dates to be fixed by the City Council.

Section 2. The City shall administer its obligation under this agreement in a manner which shall be fair and impartial to the employee and shall not discriminate against any employee by reason of gender, nationality, race or creed.

Section 3. The Unit shall have the right to post notices and other communications on bulletin boards maintained on the premises of the employer subject to the approval of the content of such notices and communications by the City Manager or his/her designee.

Section 4. Employees who are chosen or are elected for the purpose of adjusting grievances or assisting in the administration of this agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. However, the total of all such time shall not exceed 17 days per year.

ARTICLE VII. Salary

Section 1. Effective 1/1/2016 there will be a 1.5% wage increase with retro pay and in 2017 there will be a 2% increase effective 1/1/2017 and in 2018 there will be a 2.5% increase effective 1/1/2018.

	2016	2017	2018
DPW Super.	\$25.38	\$25.89	\$26.53
Rate 1	\$22.23	\$22.67	\$23.24
Rate 2	\$21.60	\$22.03	\$22.58
Rate 3	\$18.74	\$19.11	\$19.59
Rate 4	\$17.44	\$17.79	\$18.23
Recreation Rate:	\$13.50	\$13.77	\$14.11
Rec Rate w/Pool Cert:	\$13.90	\$14.18	\$14.53

Section 2.

- a) All hourly employees (except dispatchers, sweeper operators, and employees assigned to water and sewage treatment plants) covered by this agreement who are scheduled to work

between the hours of 11:30 p.m. to 7:30 am. shall receive a shift differential which will stay with the original employee even when off up to a maximum one week at a time. If the original employee is off for more than one week then the differential will go to the employee that is called in. Night Shift hourly sweeper operators, and employees assigned to the water and sewage treatment plant who are scheduled to work between 11:30 p.m. and 7:30 a.m. shall receive a shift differential. Such employees plus dispatchers (between 11 p.m. and 7 a.m.) shall receive a shift differential of \$.95/hour during the term of this agreement.

b) All hourly employees covered by this agreement who are scheduled to work (B shift)* shall receive a shift differential of \$.50 per hour for the duration of the agreement, which will stay with the original employee even when off up to a maximum one week at a time. If the original employee is off for more than one week then the differential will go to the employee that is called in. Said B shift differential shall apply only to the scheduled shifts of Dispatcher, one (1) water and one (1) sewer plant employee year-round, and to the two (2) employee Seasonal B shift at the DPW garage. Any DPW employee who works the "B" shift on an overtime basis during the Seasonal B shift timeframe shall be reimbursed an additional 50¢/hour at time and one-half.

c) The Seasonal B shift (3:30 p.m. - 11:30 p.m.) for employees working at the DPW garage will operate Monday-Friday, starting at a date in November or December, and ending no later than April 30. This shift will entail posted positions consisting of two (2) employees. If there is only one (1), or no signees, the shift shall be filled on a rotating basis as per prevailing departmental policy and procedure. Said rotation list will include all DPW Hourly employees.

*DPW 3:30 p.m. to 11:30 p.m.

Dispatcher 3:00 p.m. to 11:00 p.m.

Section 3. There shall exist in the Department of Public Works, at any one time, (12) Equipment Operators, four (4) Crew Leaders, two (2) Mechanics and one (1) temporary Night Shift Foreman. The Temporary night shift foreman shall be compensated at a rate of 4% over normal salary (Rate 1) during the term of this temporary assignment. In addition, the temporary night shift foreman shall be available for beeper time in the summer as needed.

Section 4. Longevity shall be paid as follows:

After 10 years of service	\$695.00
After 15 years of service	\$945.00
After 20 years of service	\$1,195.00
After 25 years of service	\$1,445.00

Administrative notes:

- (1) Longevity payment to be a lump sum payment on the second pay period in December.
- (2) Years of service to be calculated from anniversary date of employment.
- (3) When date of employment occurs during a longevity year (10, 15), the payment will be prorated i.e.: $\$945/12 = \78.75 per month of service over 15 years.
- (4) An anniversary date on or before the 15th of a month will be credited with the month.

Section 5. Any Dispatcher who has completed 20 years of employment as a Dispatcher for the City of Ogdensburg, will be moved to Salary Rate 1 on the date that he (she) commences his (her) 21st year of employment. Any Dispatcher who has completed 10 years of employment as a Dispatcher for the City of Ogdensburg, will be moved to Salary Rate 2 on the date that he (she) commences his (her) 11th year of employment.

Section 6. All probationary and first year employees represented by the CSEA-Hourly Unit, regardless of their Employee Category, shall be paid at Salary Rate 4 during their first full year of employment.

Section 7. A Certified Plant Operator who has completed 20 years of employment as a Certified Plant Operator for the City of Ogdensburg, will be moved to Salary Rate 1 on the date that he (she) commences his (her) 21st year of employment. This provision will be effective May 1, 2005.

Section 8. Plant operators will receive fifty cents (0.50) more per hour upon licensing.

Section 9. Recreational workers who are certified pool operators shall receive forty cents (0.40) more per hour year round as long as they maintain their certification and perform related work as scheduled.

ARTICLE VIII. Retirement

Section 1. During the period from January 1, 2002 to December 31, 2004, the City agrees to implement and continue the non-contributory 25-year career plan (75-i) in accordance with the New York State Retirement System.

Section 2. The City agrees to continue to permit employees to apply for retirement service allowances for military services in World War II, Section 51-b, transfer of service for another system, Section 43-g and other military service as provided in subdivision 4, section 243 of Military Law.

ARTICLE IX. Overtime & Related Matters.

Section 1. The normal workweek for employees (except Dispatchers) shall be 40 hours Monday through Friday, with two consecutive days off. The normal day shift is defined as 8 ½ hours, including ½ hour for lunch, to be scheduled between 7:30 A.M. and 4:30 P.M. Saturday and Sunday may be scheduled to provide service that cannot reasonably be provided on Monday through Friday. The pay period begins on Thursday and ends on Wednesday of each week.

Section 2. Hourly employees called into work on a holiday shall receive time and one-half for hours actually worked, except Dispatchers who are scheduled to work on said holiday.

Section 3. It is recognized that the primary responsibility of the City is the preservation of the general health, safety, and welfare of the public and the community at large. On occasions, when in order for the City to fulfill this responsibility, certain work must be scheduled outside of the regularly scheduled shifts or workweeks, the employee shall report for such work when notified by the employer unless excused for good cause.

Section 4. When overtime is required, it shall be provided by the employee's immediate supervisor, and it shall be equalized as nearly as practical among employees holding like job classifications within a single departmental division. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each departmental division. Whenever overtime is required, the person with the least number of overtime hours in that classification within a single departmental division will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employee working during that period, excluding employees on vacation or sick leave. This chart may be replaced monthly, but when it is the accumulated number of overtime hours will be carried forward to the chart next period. On January 1 of each year, a new accumulation of overtime hours shall be started for each man or woman covered hereby. Employees newly entered in a group as a new hire, a transferred or a promoted employee shall be credited with the highest number of hours of equalization group that he or she entered.

Section 5. All hourly employees except Dispatchers, covered by this agreement who are called in and report for duty outside of their regularly scheduled shift shall be compensated for at least two (2) hours pay. Dispatchers shall be compensated for at least four (4) hours pay.

This shall be in addition to Stand-By pay. Stand-By pay shall be paid at the following rates: Two hours of straight time shall be paid at Rate 1 salary for each consecutive 24-hour period that an employee is placed on a "Stand-By" status. Increments of less than 24 hours shall not be compensated.

Cell phone time from 3:30p.m. on Friday to 7:30a.m. on Monday will receive six (6) hours of straight time. For all Holidays, the cell phone holder will receive an additional two (2) hours of time. For Thanksgiving Thursday and Friday Holiday cell phone holder will get 2 hours for each day. For Good Friday the cell phone holder will get one hour. The cell phone holder is responsible for keeping his or her assigned "cell phone" in working condition and will be required to respond to the DPW garage within 30 minutes of being called to report for duty. As such, employees must have access to said "cell phones" at all times and must be within a safe travel distance of the DPW garage in order to respond to a call-in within a reasonable response time period. Failure to so respond to the DPW garage within 30 minutes will result in disciplinary action to the employee.

Section 6. When overtime work is scheduled, the employer will endeavor to give the employees involved reasonable advance notice. In case overtime work is to be scheduled for Saturday notification of such work shall be posted by the end of the employee's shift the previous Thursday, except that such posting shall not be required in cases of inclement weather on Thursday or Friday which would prohibit the function of normal outside operations. Posting shall not be required for work involved in snow-hauling. Routine overtime work may be scheduled for Saturday contrary to the above provisions on a voluntary basis.

Section 7. All hours in excess of eight in one day or forty in one work period shall be paid at the rate of time and one half in money or compensatory time off at the discretion of the employee. Compensatory time off will be scheduled by the department head subject to manpower needs of the department. The maximum accumulation of compensatory hours shall be 480 hours for Dispatchers and 200 hours for "all other employees". Dispatchers can sell up to 160 hours of accumulated compensatory time.

Section 8. Police Dispatchers will work a three shift, seven day, schedule. Dispatchers will work a five-day workweek with two consecutive days off.

Section 9. Employees scheduled to work between 11:30 p.m. and 7:30 a.m. excluding dispatchers, sweeper operators and employees assigned to the water and sewer treatment plants, shall be entitled to a one-half hour paid lunch break.

Section 10. If a vacancy exists on any shift and if a Dispatcher can be called in for desk duties, to fill this vacancy, Dispatchers will be given priority call in for overtime.

ARTICLE X. Vacation

Section 1. The following vacation schedule shall be in effect:

Vacation will be as follows:

<u>Time in Service</u>	<u>Vacation Days Earned</u>	
	<u>Per Year</u>	<u>Per month</u>
Less than 2 years	5	.42
More than 2 years but less than 5 years	10	.83
More than 5 years but less than 12 years	15	1.25
More than 12 years but less than 18years	20	1.67
More than 18 years but less than 25	25	2.08

Vacations will be accrued on a monthly basis at the rates indicated above.

Section 2. Vacation time will be computed from the employee's last date of hire.

Section 3. Vacation leave with pay will not be granted to any employee who has not satisfactorily completed at least six months continuous employment.

Vacation leave with pay will not be granted before vacation time has been earned.

Vacation time will not be accrued during the period of non-paid leave of any type.

Section 4.

a) Maximum vacation accumulation will be limited to the amount which an employee earns in one (1) year plus ten (10) days. For example, an employee earning 5 days yearly may accumulate a maximum of 15 days but an employee earning 15 days per year may accumulate 25 days. For the purpose of vacations, persons beginning work on or before the 15th of any month will be credited with vacation from the beginning of the month and persons beginning work after the 15th of any month will be credited with vacation from the beginning of the following month. All employees who are scheduled for vacation of five (5) or more days will receive their vacation pay in advance on their last day of work prior to the start of their vacation. Employee shall give notice of at least five (5) working days.

b) A Dispatcher's vacation leave carry-over into a new calendar year shall be limited to no more than five (5) days.

Section 5. Paid holidays falling within a paid vacation will not be charged against the earned vacation time, except Police Dispatchers, who will be charged.

Section 6. The employer shall have the right to establish and adjust annual leave schedules indicating the number and classification of personnel who shall be permitted to be on annual leave during any given period of time, so that needs of the service may be met.

Section 7. Request for leave - requests for annual leave must be made in writing and signed by the applicant's. The form will then be submitted to the applicant's supervisor for endorsement and forwarded to the City Manager for final approval or disapproval. The applicant will be notified of the disposition of his or her request as soon as possible, in order that rescheduling, if necessary, may be arranged.

Section 8. Submission in advance -leave requests for periods of one or more weeks must be submitted not less than one full week in advance of the start of the leave period. Leave requests for periods of less than one week must be submitted not less than one full working day in advance of the start of the leave period. Earlier submission in either case is strongly recommended. The requirements of this section may be modified or waived by the City Manager in case unusual circumstances warrant such action.

Section 9. Priority -- it is recognized that a certain number of employees in each department and/or classification must remain on duty at all times in order to provide the normal services of the Department or Division. It is also recognized that several leave requests covering the same leave period may be submitted. In establishing a priority between two or more applicants for the same period, a department head or his/her designated representative will first consider the date of leave request and secondly the length of service in the division.

Section 10. Employees who are absent from work due to a non-compensable accident, injury, or illness shall continue to accrue vacation credits for the first three (3) months of absence. Accrual of additional vacation leave credits shall cease after (3) months of absence. Employees who are absent from work due to a compensable injury shall continue to accrue vacation credits for the first twelve (12) months of absence. Accrual of additional vacation credits shall cease after twelve months of compensable absence.

Section 11. Dispatchers' vacation schedule: per Memorandum of Understanding between the Dispatchers and Chief of Police Andrew Wells dated January 29, 1997. (see Schedule C attached). A vacation schedule will be created similarly in manner and form to the Police Department's uniformed units. Vacations on this schedule will be in full week blocks. Two Dispatchers will be allowed to pick for each week, except during July and August and the week of the Police Conference, when one Dispatcher will be allowed to pick.

Section 12. Employees, whose balance of unused vacation days exceeds their maximum allowable accumulation of same on December 1 of any year, may choose to sell back up to five vacation days to the City. The number of days sold back must all represent days in excess of the maximum accumulation. Employees who choose this option shall notify the City Comptroller by December 1 of that year.

ARTICLE XI. Personal Leave

Section 1. Full time employees shall receive four (4) personal days. Personal leave shall be awarded on January 1 of each year and will be prorated based on the percentage of the previous year worked by the employee.

Section 2. A request for personal leave must be made in writing and signed by the applicant. The form will then be submitted to the applicant's department head or his/her designated representative for approval.

Section 3. Leave requests must be submitted one full working day in advance of the leave period except that the requirements of this section may be modified or waived by the department head or his/her designated representative in case unusual circumstances warrant such action.

Section 4. The City reserves the right to schedule leave so that the needs of the service may be met.

ARTICLE XII. Holidays

Section 1. There shall be eleven (11) paid holidays observed for all employees and an additional one-half day on Good Friday. If a holiday falls on a weekend, a day will be given on Friday or Monday, in lieu of said day, or on a day to be determined by the Foreman, head of the department, or other supervisory employee authorized to determine the same. See copy of list of holidays attached as Schedule B.

Section 2. In lieu of paid holidays off, Police Dispatchers will be granted 92 hours of compensation time off, whether they actually work the holiday or not. Such compensatory time will be scheduled on the request of the employee, subject to the manpower requirements of the Police Department.

ARTICLE XIII. Sick Leave

Section 1. All regular employees shall be entitled to accrue fifteen (15) paid sick leave days annually.

Section 2. Sick leave shall accrue at the rate of 1.25 days per month.

Section 3. An employee shall work for the City at least six (6) months before taking advantage of paid sick leave. After this term of employment, accruals and accumulations shall be computed as of date of employment.

Section 4. All employees will have the right to accumulate up to two hundred (200) days of unused sick leave. An employee who has accumulated 200 days of unused sick leave in a given year, and has used no sick days during that calendar year, may be credited with \$15 per sick day for each day earned beyond 200 days during that calendar year. At retirement, all dollars credited in this fashion may be used to offset the cost of that employee's retiree healthcare contribution to the City until that credit is exhausted. No direct monetary payment will be made to the employee under this provision.

In addition to the foregoing provision, upon retirement the employee may place 50% of a maximum of 180 days, of his/her accumulated but unused sick time in a credit account with and managed by the City,

specific to that employee, for the purpose of having the payout value of the accumulated sick time help reduce the retirees cash contribution to the cost of his/her health insurance coverage provided under this agreement. If the employee chooses this option he/she must place no less than 50% of his/her accumulated and unused sick time into the credit account. The dollar value of the sick time deposited into the credit account will be based upon the employee's rate at the time of retirement.

Section 5. Sick leave may be taken for an illness an employee may contract or any exposure to contagious disease he or she may experience in which the health of others would be endangered by his or her attendance at duty. A certificate of inability to work by reason of illness from a licensed doctor of medicine or osteopathy or such other evidence of illness and inability to work as the City Manager may deem necessary may be required as evidence of the illness before compensation for the period is allowed. Up to 5 accumulated sick leave days per year may be used to attend to the illness of a member of the employee's immediate family.

Section 6. Absence Report - when an employee is not able to report for work because of illness or injury, he or she shall report the fact or cause it to be reported to his or her supervisor, division office, or other designated person by telephone or other means within 30 minutes before the regular starting time of his or her work shift. Unless this requirement is fulfilled, no sick leave will be approved except in unusual circumstances, and then only after approved by the City Manager. In cases of frequent or repetitive sick leave, the supervisor may require a physician's certificate as proof of illness.

Section 7. Illness at work - when an employee becomes ill and while at work, and does not feel able to complete his workday, he or she shall report the fact to his or her immediate supervisor. If illness continues into the next working day, a normal absence is required.

Section 8. Supplemental absence report - when an absence due to illness or injury continues for a period in excess of one week, the employee or member of his family shall report at weekly intervals giving the employee's condition, progress, probable date of return and the name of the attending physician.

Section 9. An employee's eligibility for payment of compensation for time allegedly lost due to illness, injury or contagious disease contact shall be determined by the department head or his/her designated representative and his/her decision shall be final, subject to the grievance procedure

Section 10. Employees who are absent from work; due to a non-compensable illness, accident, or injury shall continue to accrue sick leave credits during the first three (3) months of absence. Accrual shall cease after three (3) months of absence. Employees who are absent from work due to a compensable injury shall continue to accrue sick leave credits during the first twelve (12) months of absence. Accrual of additional sick leave credits shall cease after twelve (12) months of compensable absence.

Section 11. Charges against sick leave will be made for time lost on account of illness for which the employee would have received pay and during which normally he or she would be required to work.

Section 12. Anticipated sick leave - sick leave may be taken in excess of the amount then accumulated but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be determined by the employee's department head and the City Manager.

Section 13. Upon separation from the service, the employee shall be charged for sick leave taken in excess of the amount accumulated.

Section 14. Incentive Sick Leave Program

a) The City will make cash payments annually for unused sick leave according to the following schedule:

<u>Sick Days Taken</u>	<u>Bonus Hours</u>
0	24
1	20
2	16
3	8
4	0

b) Cash payments will be made according to an equivalent hourly rate determined by dividing the annual base salary by 2080 hours. Payment will be made on or about December 15th of each year.

c) Benefits under this program are based on attendance from December 1st each year through November 30th of the following year. The bonuses will be awarded eligible employees who are on the payroll on November 30th and who are continuously employed by the City for the year immediately preceding that date.

d) The intent of this program is to reward individuals who have outstanding attendance records. Each unpaid absence, not previously approved prior to a scheduled workday will be considered as a sick day taken for purposes of computing this benefit.

Section 15. The City will make a one-time cash payment to employees upon their retirement or elimination of their position. Such payment shall be equal to one-quarter (25%) of the employee's accumulated sick leave remaining up to 180 days, at the time of retirement or elimination of their position. At retirement, days accumulated over 180 are reimbursable at \$15/day.

Section 16. Sick Leave Pool. A criteria has been set up by the Union and is to be administered by the Union.

Sick Pool Criteria:

- (1) Recipient must be a pool member.
- (2) Each member must be a Union member covered by this Agreement.
- (3) Each employee will contribute one sick day in January of each year to the sick leave pool until the pool reaches a total of 100 days.
- (4) If the pool reaches a low of 30 days, each member will contribute an additional day.
- (5) Requests for sick time should be made in writing to the Hourly Unit President (Blue Collar) or his designee five days prior to need.
- (6) A five-member committee, including the Hourly Unit President, shall be established to determine membership, grant sick time awards, and administer the sick leave pool. The committee will be appointed by the hourly unit President.
- (7) Written notification of awards will be made by the Hourly Unit President to the City Manager or his designee.
- (8) Any request denied by the committee may be appealed to a vote of the full membership of the Hourly Unit.

- (9) To receive pool days, you must have used all sick time, all floating holidays, all vacation time and all personal leave.
- (10) You must be off work at least five (5) consecutive days to draw from the pool.
- (11) Any time requested in excess of fifteen (15) days will be reevaluated by the committee at each 15 day interval. Requests in excess of fifteen (15) days will require the City Manager's concurrence for approval.
- (12) Members will pay back one day for each day of sick time used. Pay back will begin six months after the employee returns to work.
- (13) In cases where an abuse of sick leave is apparent, the committee may refuse an award on that basis.
- (14) This criteria will remain in effect for the duration of this contract.

Section 17. Declaration of Policy. It is the purpose of this Section to delineate the City of Ogdensburg's attendance expectations for its employees with respect to sick leave usage. The components of this procedure are designed to identify and deter excessive sick leave usage, and abuse. An employee's attendance history, and any other pertinent factors, shall be considered before any type of action, as outlined, is taken against an employee. All other contractual obligations and requirements are to be adhered to.

(A) Definitions.

- (1) "Employee" shall mean any employee covered by this agreement as provided for under ARTICLE II - Recognition.
- (2) "Employer" shall mean the City of Ogdensburg or its designee.
- (3) "Sick Leave" shall mean any full or partial work day taken off by means of sick leave usage.
- (4) "Family Sick Leave" shall mean any full or partial workday taken off by means of sick leave usage for illness of an immediate family member, as defined in Section 16 of this Article.
- (5) "Sick Leave Occasion" shall mean any usage of sick leave, hours or days, unbroken by a return to work.
- (6) "Occasion Time Frame" shall mean any continuous 12 month period.
- (7) "Prior Approved Sick Leave" shall mean sick leave usage for doctor appointments, medical testing, etc., for which employer notification was made, and approval granted.
- (8) "Attendance Evaluation Criteria" shall mean the total number of sick leave occasions in any Occasion Time Frame, and the possible actions to be taken against an employee.
- (9) "Hardship" shall mean unusual cases which may be determined exempt from this procedure, i.e., chronic serious illness, Employee Assistance Program referrals, serious family emergencies, etc.

(B) Absence Review. The employer shall, on a continual basis, monitor sick leave usage records of all employees covered by this agreement. Such review shall include, but not be limited to:

- (1) The total number of sick leave occasions in any Occasion Time Frame,

- (2) Whether such number of sick leave occasions exceeds the following pre-determined guidelines (Attendance Evaluation Criteria),
 - (3) A determination as to whether the Attendance Evaluation Criteria should be strictly adhered to, taking into account sick leave usage history, hardship, overall work record, or any other extenuating factors or circumstances.
- (C) Attendance Evaluation Criteria.
- (1) Number of sick leave occasions in any Occasion Time Frame exceeds five- the employee may be subject to informal discussion with the employer.
 - (2) Number of sick leave occasions in any Occasion Time Frame exceeds six - the employee may be subject to formal counseling by the employer.
 - (3) Number of sick leave occasions in any Occasion Time Frame exceeds seven - the employee may be subject to a written warning.
 - (4) Number of sick leave occasions in any Occasion Time Frame exceeds eight - the employee may be subject to disciplinary action that shall include refusal or revocation of secondary employment, suspension of shift switching privileges, suspension of any other non-contractual privileges, or any other allowable penalty which is deemed appropriate by the employer.
- (D) Sick Leave Occasions Not Counted In Occasion Time Frame.
- (1) Prior Approved Sick Leave, with medical documentation provided by the employee.
 - (2) Family Sick Leave, with medical documentation provided by the employee.
 - (3) Any sick leave usage documented by a doctor does not count against employee in evaluation criteria.
 - (4) Any three occasions of Family Sick Leave, not to exceed a total of sixteen hours of leave utilized, without medical documentation.

ARTICLE XIV. Bereavement Leave

Section 1. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death through the day for the funeral, but not more than a total of three (3) days for each instance of death except as provided herein.

Section 2. The term "immediate family" for the purposes of this section shall mean husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law, grandmother, grandfather, step-child, step-parent, cohabitating partner (with minimum 12 months of continuous cohabitation).

ARTICLE XV. Jury Duty

When an employee is required to serve on Jury Duty, or is served a subpoena by the City Attorney, on a day he is scheduled to work, the employee will present a proof of service and receive his normal rate of pay, minus the per diem allowance. This does not include mileage.

ARTICLE XVI. Health Insurance

Section 1. The City agrees to continue the same health insurance benefits currently in effect for the duration of this agreement except effective January 1, 2017, major medical deductibles are increased to \$275 per individual and \$475 per family. This is in addition to the out of pocket limit of \$260 per person per calendar year.

Section 2. New provisional and probationary employees shall be responsible for their own health insurance premiums during their first three months of employment.

Section 3. The City, in the cases of employees hired prior to January 1, 1979, shall pay upon retirement 100% of the individual's health insurance coverage, and 35% of their family's health insurance coverage.

Employees hired between January 1, 1979 and January 1, 2009, and retired prior to January 1, 2009 the City pays for 50% of the medical premium for the retiree, 35% of the medical premium for dependents, and does not reimburse Medicare premiums.

Employees hired between January 1, 1979 and December 31, 2013 and retired after January 1, 2009 the City pays for 90% of the medical premium for the retiree, 35% of the medical premium for dependents, and does not reimburse Medicare premiums. (Mutually agreed by City and CSEA that these sections were left out erroneously in the 2010-2012 contract.

Section 4. The City for, new employees hired and retiring on or after January 1, 2014, shall pay 35% of the health insurance premiums for the employee's health insurance coverage, to include spouse and eligible family members, if applicable.

Section 5. The City agrees to withhold payroll deductions for the CSEA Employee Benefit Fund, plans Gold 12 (Vision) and Sunrise (Dental) for members of this Unit. (upgrade of vision and dental)

Section 6. Health Insurance Co-payment

a. Effective January 1, 2009

All employees will make a co-payment of:

\$10.00 per week for single individual health insurance.

\$15.00 per week for family health insurance.

b. Effective January 1, 2009 all new hires will pay 20% of the premium for health insurance while employed.

c. Effective January 1, 2014 all new hires will pay 25% of the premium for health insurance while employed.

Section 7. The City will institute a cafeteria plan (Section 125) for employees commencing in the year 2000 for health and childcare expenses.

Section 8. Prescription Plan. The prescription plan effective January 1, 2013 is as follows:

Employees shall pay co-pays for all non-maintenance drugs as follows: \$5 for generic, \$20 for preferred and \$35 for non-preferred brands; and mandatory generic substitution where available.

Employees shall pay co-pays for all maintenance drugs as follows: \$10 for generic, \$40 for preferred, and \$55 for non-preferred brands per 90 day supply; with mandatory mail order and mandatory generic substitution where available.

There will be a \$250 cap per individual and a \$500 cap per family per year on all co-pays. Effective January 1, 2017 there will be a \$300 cap per individual and a \$550 cap per family per year on all co-pays.

Section 9. Employees who choose not to participate in the health insurance program will be reimbursed \$1,000 per year. This reimbursement will also be paid to any spouse that works for the "CITY" as long as the spouse is also not on the "CITY's" hourly employees plan.

ARTICLE XVII. Disability Insurance

The City agrees to continue the New York State Disability Insurance Plan for all City Employees.

ARTICLE XVIII. Grievance Procedure

Section 1. The purpose of this grievance procedure is to provide an orderly process whereby employees may equitably and expeditiously settle any differences or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination, or reprisal.

Section 2. In the event that any difference or dispute should arise between the City and Unit or its members employed by the City, over the application and interpretation of the terms of this agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed within thirty (30) days of its occurrence or within thirty (30) days of when it should have been known to have occurred by the grievant:

(a) Any employee who has a grievance shall discuss the grievance with his/her immediate supervisor. If no satisfactory agreement is reached within two (2) working days, then the grievance shall be transmitted to the department head.

(b) The decision of the department head shall be submitted in writing to the complainant and the Unit representative within five (5) working days of receipt of the grievance. If the complainant does not agree with the decision rendered by the department head, the grievance will be transmitted to the City Manager.

(c) The City Manager shall, within ten (10) working days of receipt of the grievance, submit his/her decision in writing to the complainant and his representative. If the complainant does not agree with the decision rendered by the City Manager, the Unit or the City may refer the matter to the arbitrator.

Section 3. Either party may within thirty (30) days after the Step 3 decision is rendered request the New York State Public Employment Relations Board to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this agreement. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, legal representation, and other expenses shall be borne by the parties respectively. The decision of the arbitrator shall be binding on both parties.

Section 4. The above time limits may be extended by mutual agreement in writing.

Section 5. An employee who elects to grieve a disciplinary action shall waive in writing his/her right to a hearing under Section 75 of the Civil Service Law prior to the formal submittal of a grievance. If on the other hand, an employee elects to proceed with a Section 75 hearing, he/she shall have deemed to have waived his/her right to grieve the disciplinary action under this Article.

Article XIX. No Strike Provision

The Unit agrees that it does not assert the right to strike against the employer, to assist or participate in such a strike, or to impose other obligations upon its members to conduct, assist, or participate in such a strike.

ARTICLE XX. Coffee Break

All City employees are entitled to a coffee break every four (4) hours of continuous work not to exceed fifteen (15) minutes.

ARTICLE XXI. Seniority Rights & Promotions

Section 1. In all cases of promotion of employees in the non-competitive and labor classes under City of Ogdensburg Civil Service Rules, the following factors shall be considered:

- a. Knowledge, training, ability, skill & efficiency
- b. Physical fitness
- c. Attendance Record
- d. Length of service

Where factors, a, b, c are judged to be equal by the appointing authority, the length of service shall govern.

Section 2. Seniority Rights - in the event of layoffs by the employer, employees shall be laid off in reverse of hiring, In the event of recall, employees shall be recalled in the order of hiring.

Section 3. Any employee may be required to perform work duties outside of his classification, depending on the seasonal workload. There shall be no restrictions on the use of machinery or tools or limitations on the amount of work an employee shall perform. It is understood that the employee shall perform a fair and honest day's work.

Section 4. When a vacancy occurs at the Public Works Department, a posting and advertisement among employee union membership shall be conducted immediately, and continue for ten (10) calendar days. At the conclusion of the posting period, a vacancy shall then be filled within twenty (20) working days.

Section 5. The Union concurs that the job description and requirements of a City Maintenance Worker includes the duties and responsibilities for the following work assignments: equipment operator, crew leader, mechanic, laborer and plant maintenance staff.

Section 6. A DPW employee who is temporarily reassigned to a position commanding a higher salary rate shall be compensated at that higher rate after thirty (30) working days at that temporary reassignment.

Section 7.

- (1) Seniority shall only apply to those positions specifically listed in this section 7 and no other. Seniority shall not apply to daily work assignments except as described in this article.
- (2) Assignments to the Filtration Plant for filter cleaning shall be made on the basis of reverse order seniority such that those unit members having the least seniority shall be assigned to work at the Filtration Plant first. The mechanic shall not be assigned to the Filtration Plant when that assignment would result in key equipment not being appropriately and timely repaired as determined at the sole discretion of the Director of Public Works.
- (3) All shift assignments in the highway unit, including assignments out of unit and posted assignments, shall be based on seniority such that the employees with the most seniority, in the order of that seniority, shall be given the first opportunity to assignment in the eligible area. Any remaining openings will be filled in reverse order seniority.
- (4) Seniority shall be determined on the length of permanent employment with the City as measured from the date of hire in the bargaining unit covered by this agreement. Unit employees shall not be given seniority credit for work performed outside of the Unit covered by this agreement.

- (5) Seniority and reverse order seniority shall not apply where the person seeking an assignment is not qualified, or where an assignment based on seniority raises safety concerns. The determination of an employee's qualifications and the extent to which an assignment raises safety concerns shall be at the sole and unlimited discretion of the Director of Public Works, such that if the Director of Public Works is of the opinion that an assignment based on seniority raises a safety concern or that the individual is not qualified for the assignment to any extent, the Director may unilaterally deny the assignment and select the next most senior person, subject to the conditions of this section 7.

If an employee does not agree with a determination by the Director pursuant to this section, then CSEA may appeal the decision to the CSEA President or his representative and the City Manager. The CSEA President and City Manager shall meet and the decision may be overturned only if they both agree. However, their decision shall be in writing to both parties.

ARTICLE XXII. Working Conditions

Section 1. The employer shall notify the unit, at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the employer has no control.

Section 2. Before the City Council adopts a change in policy which affects wages, hours, and conditions for employment as set forth in this agreement, the City Council will notify the Unit in writing that it is considering such a change.

ARTICLE XXIII. Uniforms

Section 1. The City shall provide a total of ten (10) rental coveralls for personnel assigned to the Vehicle Maintenance Shop.

Section 2. The City shall purchase and make available to all laborers in the Water Department who are required to hand dig trenches, metal protective devices for their shoes, if such devices can be purchased or fabricated at a reasonable expense to the City.

Section 3. The cost of uniform rental shall be paid by the City. Employees will be required to wear uniforms from April 1st to October 31st. The uniform allowance shall be \$425 for 2016, \$425 for 2017, and \$450 for 2018. The distribution of a uniform allowance shall be in lieu of the City's provision of rental uniforms to employees. Should the Labor Management Committee fail to reach agreement on the procedure for the distribution of a uniform allowance, the current provision of rental uniforms to employees shall continue.

Section 4. Coveralls will be furnished to any employee required to work in the shop and City is responsible for cleaning.

Section 5. The City shall provide police dispatchers with an annual uniform allowance of \$500 in 2016, \$500 in 2017, and \$500 in 2018. Dispatcher uniforms damaged or destroyed in the line of duty will be repaired or replaced by the City.

Section 6. The employer will supply foul weather gear, slip on boots, rain suit, work gloves.

Section 7. The City will select, purchase and supply the entire Highway Department with steel-toed safety boots commencing in 2000. The employees must wear said boots to all work assignments. The City shall also replace such boots when they are worn beyond usability.

ARTICLE XXIV. Maintenance of Conditions

It is mutually agreed that existing rules, regulations, and procedures, rights, privileges, or benefits affecting the employees shall remain in force throughout the duration of this Agreement, subject to the established procedures for changing or modifying these various rules, regulations and policies, except as modified or controlled by the provisions of this Agreement.

ARTICLE XXV. General Provisions

Section 1. If any article of this Agreement or any addition thereto should be held to be in violation of any Federal, State, or Local Law, or if adherence to or enforcement of any article or section should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected and shall remain in effect. If such a determination or decision is made, both parties shall convene immediately for purposes of negotiating a satisfactory replacement for such article.

Section 2. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Section 3. The City agrees to prepare for distribution to all members of the bargaining unit a copy of the final agreed upon contract. Reproduction costs will be shared equally by the City and the Unit.

Section 4. There shall be a Labor Management Committee composed of two CSEA representatives and two management personnel. The committee shall meet to discuss items of mutual concern, including, but not limited to, medical insurance administration.

Section 5. Dispatchers will be subject to an annual evaluation on a format to be agreed upon by the bargaining unit and the department head.

Section 6. Drug and Alcohol Testing Program will be instituted by the City in compliance with Federal Highway Administration regulations for CDL holders who may drive a regulated vehicle as part of their job responsibility.

Section 7. The City agrees to reimburse all employees covered by this agreement, the cost of acquisition and/or renewal of CDL licenses. This reimbursement relates to employee payments to the New York State Department of Motor Vehicles only.

ARTICLE XXVI. Conclusion of Collective Negotiation

This Agreement shall constitute the full and complete understanding between both parties and may be altered, changed, added to, deleted from or modified only through the mutual, voluntary consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XXVII. Duration of Agreement

This Agreement shall remain in force and effect until 11:59 P.M., December 31, 2018 and thereafter until amended or modified as provided herein. Either party hereto may on or after September 1st, 2017 serve a notice in writing upon the other party of its desire to amend or terminate this Agreement, effective January 1, 2018. In such event, the parties and/or their representatives shall commence negotiations immediately on such proposed amendments for a succeeding Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS 12th DAY OF August 2016.

CSEA/AFSCME LOCAL 1000, AFL/CIO

BY:

Joseph R. Bruno
President

K. A. The-Don
Labor Relations Specialist

City of Ogdensburg, N.Y.

BY:

Sarah Puddy
City Manager

Approved by the City Council of the City of Ogdensburg on the 12th day of August, 2016.

Attest: Kathleen Bouchard
City Clerk

SCHEDULE A

I. CITY MAINTENANCE WORKERS

SALARY RATE 1

Equipment Operators:

- a) Will be able to operate any and all pieces of equipment owned and maintained by the City of Ogdensburg's Department of Public Works.
- b) Will have the skills needed to perform in a safe and efficient way.
- c) Employee will be willing to operate any piece of equipment assigned to. This will include small-motorized equipment, mowers, tampers, painting machine and etc.

The position of equipment operator will be acquired by using the format of Article XXI of the current agreement between the City of Ogdensburg and the Civil Service Employees Association. This position will have a one year probation period. After the probationary period expires, the Director of Public Works will meet with the supervisor to determine if the employee will continue in this position. If the employee's performance in the position is not acceptable, the employee could be returned to the position they had previously held. This being the responsibility of the City as stated in Article V. of the current agreement between the City of Ogdensburg and the Civil Service Employee Association.

Working Crew Leaders

- a) Will be required to participate in and oversee projects assigned by the Supervisor or Director of Public Works.
- b) Will be capable of using construction skills or specialized skills applicable to the job assigned.
- c) Will be responsible to keep records of onsite work such as grades, pipe laid, load hauled, etc.
- d) Will be responsible to report any problems of the job site to the supervisor, this could entail conflict with homeowners, utility companies, or contractors.
- e) In no way will a working crew leader be required to settle conflicts of any kind, this will be the responsibility of Management.

The position of working crew leader will be acquired by using the format of Article XXI of the current agreement between the City of Ogdensburg and the Civil Service Employees Association. This position will have a one-year probationary period. After the probationary period expires, the Director of Public Works will meet with the supervisor to determine if the employee will continue in the position. If the employee's performance in the position is not acceptable, the employee could be moved back to the position they had previously held. This being the responsibility of the City as stated in Article V of the current agreement between the City of Ogdensburg and the Civil Service Employee Association.

Description for Mechanic

- a) Will be responsible to repair and maintain all equipment owned and operated by the City of Ogdensburg Department of Public Works.
- b) Will be responsible for record keeping concerning regular maintenance on each apparatus.
- c) Will be responsible to operate the shop in a safe and efficient manner.
- d) Will be responsible to schedule work as to keeping all equipment in operable condition. This will entail ordering parts and scheduling any out of shop repair work.

- e) Will be responsible to perform full New York State inspections on all vehicles.
- f) Will attend seminars recommended by the Director of Public Works and the supervisor to expand skills and promote safety.

The position of Mechanic will be acquired by using the format of Article XXI of the current agreement between the City of Ogdensburg and the Civil Service Employees Association. This position will have a one-year probation period. After the probationary period expires, the Director of Public Works will meet with the supervisor to determine if the employee will continue in the position. If the employee's performance in the position is not acceptable, the employee could be moved back to the position they had previously held. This being the responsibility of the City as stated in Article V of the current agreement between the City of Ogdensburg and the Civil Service Employees Association.

SALARY RATE 2

Certified Plant Operators

Highway Division Drivers/Laborers

SALARY RATE 3

Non-Certified Plant Operators

SALARY RATE 4

Probationary and 1st year DPW employees

DPW SUPERVISOR RATE

See MOA in SCHEDULE C Page 21 and Article VII Section 1 Page 2

RECREATION RATE

All probationary and non-probationary recreation employees

REC RATE W/POOL CERT.

All non-probationary recreation employees with a pool certification

II. DISPATCHERS

SALARY RATE 1

Dispatchers with 20 full years of service as Dispatcher in the Ogdensburg Police Department.

SALARY RATE 2

Dispatchers with 10 full years of service as Dispatcher in the Ogdensburg Police Department.

SALARY RATE 3

Dispatchers with one full year of service as Dispatcher in the Ogdensburg Police Department.

SALARY RATE 4

Probationary and 1st year Dispatcher in the Ogdensburg Police Department.

SCHEDULE B

HOLIDAYS TO BE OBSERVED AS FOLLOWS:

1. New Year's Day
2. Washington's Birthday
3. Good Friday – ½ day - afternoon
4. Memorial Day
5. July 4th
6. Labor Day
7. Columbus Day
8. Election Day
9. Veterans' Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day - in lieu of Lincoln's Birthday
12. Christmas Day

SCHEDULE C

SCHEDULE "C"

POLICE DEPARTMENT

CITY OF OGDENSBURG, NEW YORK

Office of the Chief of Police
330 Ford Street, Ogdensburg, NY 13669
(315) 393-1555



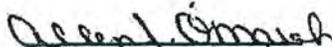
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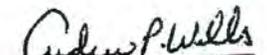
MEMORANDUM OF UNDERSTANDING

Pursuant to the settlement negotiated on 01/21/97, between the City of Ogdensburg and the Dispatchers component of CSEA/AFCME Local 1000, AFL/CIO, pertaining to the Grievance of 05/07/96, filed on behalf of Disp. William J. Anable, both parties hereby agree to the following provisions of this Memorandum of Understanding.

- 1) That the 92 hours of compensatory time off in lieu of holidays, as per Article XII, Section 2 of the Collective Bargaining Agreement, is acknowledged by both parties to be in a "non-FLSA compensatory time" category.
- 2) That this 92 hours shall appear on the monthly Time and Accrual Record in a column separate, and distinct, from "FLSA Compensatory Time".
- 3) That individual vacation days (less than one full working week), and "non-FLSA compensatory time" requests, shall remain subject to approval per the applicable provisions of the Ogdensburg Police Department's Time Off Policy of 02/08/96 (i.e. timely request and staffing needs).
- 4) That individual vacation days, and "non-FLSA compensatory time" requests, if approved, shall not be subject to cancellation, or subsequent restriction, absent a Police emergency.
- 5) That full vacation week requests (5 working days), once approved, shall also not be subject to cancellation, or subsequent restriction, absent a Police emergency.
- 6) That Dispatchers may combine vacation days, and "non-FLSA compensatory time" for the purpose of creating full vacation week requests.
- 7) That a voluntary participation Vacation Schedule for Dispatchers shall be created, in manner, and form, similar to the Police Department's Uniformed Units', upon which Dispatchers may sign for full week blocks per the provisions of Attachment #1.
- 8) That any Dispatcher selecting the option outlined in #7 above, shall be credited on the January, 1997, Time and Accrual Record with the full 1997 allotment of Vacation Days, which would otherwise be accrued on a monthly basis. This practice shall continue for the 1998 contract year. Vacation days credited, and not used during that calendar year may be carried over subject to the provisions of Article X of the Collective Bargaining Agreement.
- 9) That the above provisions of this Memorandum of Understanding shall apply only until the expiration of the current Collective Bargaining Agreement, at which time, any and all, may become subject to negotiation. any provision(s) may also be voided by mutual consent.

Dated: 01-30-97


CSEA (Dispatchers)


City of Ogdensburg

SCHEDULE D

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between The City of Ogdensburg, hereinafter referred to as "the City" and the Civil Service Employees Association, Inc. Local 1000, AFSCME/AFL-CIO, hereinafter referred to as "CSEA"

WHEREAS, there is a collective bargaining agreement between the City and the CSEA effective January 1, 2013 through December 31, 2015, and

WHEREAS, the City has made the decision to move the position of Public Works Supervisor from a management position into the hourly bargaining unit, and

WHEREAS, pursuant to the current collective bargaining agreement, the current contract language will have to be amended,

NOW, THEREFORE, the City and the CSEA agree to modify the contract provisions in order to implement the new Public Works Supervisor position(s):

The starting hourly wage for this position is \$25.00 per hour (\$52,000.00 annually).

Individual(s) accepting this position will fall under the existing contract or agreement that currently is in place between these two parties. They have the same rights as any other bargaining unit members, for example; seniority, overtime, probationary period, etc. these are included but not limited to.

The probationary term will be handled in accordance with Ogdensburg Civil Service Rules.

The employee will have the right to request to return to their previous position with approval of the Director of Public Works. This approval will not unreasonably be denied.

It is further understood that with a new position, some day to day activities will need to be defined as we move forward. If not covered by the current contract or agreement and cannot be agreed upon by both parties, then both parties agree to attempt to address issues in labor management meeting setting.

In witness whereof, the parties hereto set their hands this 14th day of March 2016.

CSEA/AFSCME LOCAL 1000, AFL/CIO

City of Ogdensburg, N.Y.

BY:

BY:

Date: 3-18-16

Date: 3-18-16

Shane Brown
Shane Brown, Unit President

Sarah Purdy
Sarah Purdy, City Manager

Date: 3-14-16

Kevin Phelix-Bromley
Kevin Phelix-Bromley, LRS - CSEA

Since 1910



New York's LEADING Union

Local 1000, AFSCME, AFL-CIO

143 Washington Ave., Albany, NY 12210

Danny Donohue, President

