

**AGREEMENT**

**by and between the**

**CITY OF AUBURN**

**and the**

**CIVIL SERVICE EMPLOYEES ASSOCIATION,  
INC. Local 1000 AFSCME/AFL-CIO**

**City of Auburn (Professional & Administrative) Unit  
6251-02 Cayuga County Local 806**

**July 1, 2019 - June 30, 2024**

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**ARTICLE I  
RECOGNITION**

1. Bargaining Unit

The Employer hereby recognizes the Civil Service Employees Association Inc., Local 1000 AFSCME/AFL-CIO, hereinafter referred to as the "Association", as the sole and exclusive collective negotiating agent for all part-time, 35-hour, and 40-hour employees holding the titles set forth in Exhibit A, attached hereto for the purpose of collective negotiations and administration of grievances arising there under. All other employees of the City of Auburn are excluded. The salary grade of any new position in the Bargaining Unit will be initially established by the Employer and written notice provided to the Association which may request negotiations thereon within ten days of said notice.

2. Obligations of the Association

The Association expressly agrees, as a condition of the recognition contained in this Article, not to discriminate in representation of all of the employees within the unit, whether members of the Association or not; or to engage in a strike, slowdown, or other work stoppage, nor to instigate, encourage, or condone the same.

3. The Employer and the Association agree not to discriminate against employees on the basis of sex, age, color, creed, or national origins, either in employment or membership.

4. For the purpose of this Agreement - "Part-time" employees shall be defined as employees who are regularly scheduled to work twenty (20) hours or less per calendar week. Part time employees shall be eligible for membership upon completion of probation.

**ARTICLE II  
ASSOCIATION SECURITY**

1. Dues

The Employer hereby agrees to deduct biweekly from the pay of each employee covered by this Agreement an amount of money in payment of uniform dues in the Association, and premiums for any other CSEA sponsored programs for those employees who have authorized such deductions by the Employer. The Employer further agrees to transmit said deductions to the Association monthly. Any and all deductions for CSEA sponsored Automobile, Home Owners, and Permanent Life Insurance premiums may be combined in one deduction and shall be remitted to CSEA, Inc. along with Dues Fees.

The City agrees under Civil Service Law Section 208, to:

- A. Transmit Dues to CSEA within 30 days of the deduction;
- B. Within 30 days of an employee first being employed, or reemployed, or promoted, or transferred, notify CSEA of the employee's name, address, job title, employing agency, department, or other operating unit and work location; and

- C. Within 30 days of providing the above-stated notice, allow CSEA representatives to meet with such employee for a reasonable amount of time during their work time without charge to leave credits."

The Association hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

2. Discrimination

Membership in the Association shall be voluntary and the Employer agrees that there shall be no discrimination, interference, restraint, or coercion by the Employer, or any of its agents, against any employee because of his/her membership in the Association or because of any lawful activities on behalf of the Association and his/her fellow members.

3. Association Business

The Association may designate two (2) or more delegates who will be given a leave of absence with pay for up to a total of ten (10) days (the total of 10 days to be shared by all such delegates) in each contract year to attend conventions or meetings of the Association; if such days are regularly scheduled workdays of the designated delegates. For Association meetings only, the Union agrees to give the City five (5) days prior notice thereof.

When the President of the Cayuga County Local 806 of the Civil Service Employees Association is a City of Auburn employee, five (5) additional days per contract year will be granted for his/her attendance at conventions and meetings of the Association.

The Association may designate up to two (2) delegates to attend other conventions and regional meetings of the Association and with the approval of the Department Head and the City Manager such delegates shall be given leaves of absence of up to two (2) days to attend such meetings without pay.

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties, without loss of pay or additional pay, to fulfill these obligations, provided they notify their Department Head and no inordinate interruption of work is caused by same.

4. Negotiations

Up to four (4) delegates shall be paid for attending contract negotiation sessions if held during their normal working hours.

5. Bulletin Boards

The Employer agrees to provide access to the Association's bulletin boards in its various departments for the posting of notices by the Association. The Association will be

responsible for the maintenance of the bulletin board and agrees that all materials posted shall be timely and will not contain political or controversial material and that any item to be posted which is outside the realm of the business of the Association shall be approved by the City Manager and the Association before posting.

6. Insurance Program

The Association shall have the right to designate a representative of the Association's Health and Accident Insurance Program, and the Association's Life Insurance Program, to visit the employees covered under this Agreement on the job for the purpose of providing this protection and servicing claims, provided, however, the appropriate supervisor is notified and total assurance is given him/her that no inordinate interruption in the work of the employee will be involved.

7. Payroll Savings Plan

The Employer agrees to deduct for a payroll savings plan from those employees who have authorized such deduction and to transmit said deductions to any bank or credit union authorized to do business within the State of New York.

8. Field Representative

The Association Field Representative may, for purposes of administering this Agreement, meet with employees on the job provided the appropriate supervisor is informed and such meeting causes no inordinate interruption of work.

9. Meetings

The Employer agrees to provide a municipal facility for use by the Association for meetings so long as such meetings do not interfere with operations. Such facilities are to be designated by the Employer and will be based upon the type of Association meeting to be conducted.

10. Deferred Compensation

The Employer agrees to deduct for a payroll deferred compensation plan for those employees who have authorized such deductions and to transmit said deduction to the approved deferred compensation carrier for the City of Auburn in accordance with State regulations.

11. Job Security

No current employee shall lose their job with the City of Auburn as a result of the City's decision to contract out services currently provided by City CSEA employees. Where necessary and possible, the City will provide retraining to affected employees.

### **ARTICLE III PROBATIONARY PERIODS**

All new employees and all employees with less than twenty-six (26) weeks service on the effective date of this Agreement shall be regarded as probationary employees until they have been employed, within the negotiating unit, for a period of twenty-six (26) weeks. Absence from work for any reason shall not be included in calculating an employee's twenty-six (26) week probationary period. Probationary employees may be discharged in the sole discretion of the Employer, and without recourse to this Agreement. All persons and/or current employees appointed to a new classification shall be on a probationary basis for not more than thirteen (13) weeks.

Temporary employees, as defined by the Civil Service Law and Rules shall be covered by this Article, and any decision by the Employer to continue or terminate said temporary employee shall be governed by the Civil Service Law and Rules, except that the Employer retains the right to terminate a temporary employee prior to the expiration of the probationary period.

### **ARTICLE IV MANAGEMENT RIGHTS**

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote, and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

**ARTICLE V  
WAGES**

The wages of all represented titles and positions shall be increased in accordance with the following schedule:

July 1, 2019:	\$1,750.00
July 1, 2020:	\$1,500.00
July 1, 2021:	\$1,500.00
July 1, 2022:	\$1,500.00
July 1, 2023	\$1,500.00

On July 1, 2015, a new 15-step salary schedule, attached here-to as appendix A, with a step differential of 2.5% will be implemented. Any employee whose salary as of June 30, 2015 is between steps on the new salary schedule will move to the closest, higher step on the new wage schedule.

Any employee not at step 15 on July 1, 2015, will advance to the next step on their annual review date in accordance with the Appointment Section below.

Appointments

The minimum rate for each of the classifications covered in Appendix A of this Agreement shall be paid to an employee upon their appointment to the position. Increases to the next step shall be upon satisfactory completion of the twenty-six (26) week probationary period. Advancement to the next step shall be on the anniversary date of completion of the probationary period and upon recommendation of the Department Head after a review of the employee's Performance Evaluation Report.

If, for whatever reason, an employee is appointed to a position at a step higher than Step A, he/she will be eligible for a step increase after twelve (12) months and each twelve (12) months thereafter. In addition to the above wages:

1. The City will continue its present practice of providing uniforms to those employees and/or positions receiving them.
2. Effective July 1, 2019, each employee shall receive longevity pay according to the following schedule, annually on the employee's anniversary date, for each consecutive four (4) years of service to the time of retirement:

July 1, 2019:	\$400.00
July 1, 2020:	\$450.00
July 1, 2021:	\$500.00
July 1, 2022:	\$550.00
July 1, 2023:	\$600.00

In calculating consecutive service for purposes of longevity pay, only resignation,

discharge, or other termination of employment shall be considered as terminating consecutive service. However, no accumulation of consecutive service shall occur while an employee is suspended for periods of two (2) weeks or more, or while on leave of absence without pay for two (2) weeks or more. A City employee who voluntarily resigns his/her employment with the Employer, and who returns to employment with the Employer within one year, shall be entitled to all longevity payments previously enjoyed.

3. Notwithstanding any provision of this Article, a supervisory employee shall be paid a base pay which is higher than the base pay of any employee which he/she is regularly and consistently assigned to supervise. Base pay shall be an employee's contractual salary excluding any longevity or stipends.
4. If, during the term of this Agreement, there are any changes in the job duties of a classification that would result in a change in salary grade, the Employer and the Association will negotiate any increase or decrease in salary grade.

#### TRANSFERS, PROMOTIONS AND DEMOTIONS

When an employee is transferred, promoted, or demoted, his/her rate of pay for the new position shall be determined as follows:

a. Transfers

An employee transferred to another position in the same class will continue to receive the same pay rate until he/she is promoted or demoted or until his/her pay rate is adjusted in accordance with this Article.

b. Promotion

An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

1. If his/her rate of pay in the lower class is below the minimum salary for the higher class, his/her rate of pay shall be increased to the minimum rate for the higher class at which he/she will serve for twenty-six (26) weeks before becoming eligible for advancement to the next higher step.
2. If his/her rate of pay in the lower class falls within the range of pay for the higher class and the employee does not realize a \$.50 per hour increase, the employee shall be advanced one additional salary step.
3. If the rate of pay of the employee in the lower class is higher than the maximum rate of pay in the higher class, he/she shall receive no salary increase on promotion.

4. Following a promotion, the employee's future increments shall be based on the anniversary date established by the promotion.

c. Voluntary Demotion

An employee voluntarily demoted from a position in one class to another having a lower pay range shall receive a salary decrease as follows:

1. If the rate of pay of the employee in the higher class is above the maximum salary for the lower class, his/her rate of pay will be decreased to the maximum rate of the lower class, unless the decrease shall be less than one step, in which case his/her pay shall be reduced to the next lower step in the pay range.
2. If the rate of pay of the employee in the higher class is within the pay range of the lower class, his/her rate of pay will be decreased by one pay step.
3. Following a demotion, the employee's future increments shall continue to be based on the anniversary date established by Article V (b)(4).

d. Disciplinary Demotions

It is agreed between the parties that the criteria listed in c (1), (2) and (3) above will not pertain to employees who are demoted as a result of disciplinary action and/or settlement.

## **ARTICLE VI HOURS OF WORK AND OVERTIME**

The regular workweek for employees of the following departments shall be thirty-five (35) hours per week: City Clerk, Engineering, Finance, Planning, and all Clerical and Administrative employees who work in Memorial City Hall. Normal daily hours for said 35-hour employees shall be seven (7) hours per day.

The regular workweek for all other employees covered by this Agreement shall be forty (40) hours. Normal daily hours for said 40-hour employees shall be eight (8) hours per day.

Employees required to work, because of an emergency situation, supervisor request, or requested by the City Manager, that results in working in excess of an employee's normal biweekly hours shall be entitled to compensatory time or paid overtime, at the employee's option. Compensatory time and paid overtime shall be earned, accrued, and utilized as described herein.

Employees must request approval of his/her Department Head before working overtime in excess of one (1) hour or on a non-regularly scheduled work day.

### Compensatory time

Employees shall be credited time and one-half for all compensatory time worked in excess of an employee's normal biweekly hours. Employees may accrue up to one hundred (100) hours of compensatory time at which time the Employer must pay overtime.

Permission to utilize compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected. If an employee's requested compensatory time off is denied, the employee, at his/her option, may elect to receive payment for the overtime worked instead of compensatory time off. Compensatory time off can be taken in segments of not less than one-quarter (1/4) hour per day.

In the event of termination, the employee shall be credited with and paid for all unused compensation time.

### Paid Overtime

Employees shall be paid at the employee's time and one-half rate for all overtime worked in excess of regularly scheduled biweekly hours. Such pay shall be calculated in segments of not less than one-quarter (1/4) hour.

The receipt of holiday, vacation, or personal leave pay for non-shift employees will be considered as having worked for the purpose of calculating overtime payment for work on the sixth or seventh day of the pay week.

With the exception of employees called in within three (3) hours before the commencement of his/her normal working hours, an employee called into work outside of his/her normal working hours shall receive a minimum of three (3) hours of pay at the prescribed rate. An employee called into work outside of his/her normal working hours on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas shall receive a minimum of four (4) hours of pay at the prescribed rate. There shall be no pyramiding of overtime or double time under this Agreement.

It is understood that the Employer may not alter a day's or a week's work schedule of an employee as to deprive him/her of the above described overtime wages, except during times of emergency.

Overtime shall be offered on a rotating basis to equalize distribution of overtime for each classification with preference being given to permanent employees. Any offer of overtime, whether the employee accepts said overtime, refuses said overtime, or does not answer or respond to a telephone call for overtime, shall be considered as overtime for the purposes of computing equalization of worked overtime. If there are no acceptances by the employee, the Employer shall then assign the employee to work said overtime. For the purpose of overtime calculations, an employee's overtime will begin when the employee reports to work.

It is understood that time exchanged between employees shall not require the payment of overtime.

## **ARTICLE VII HOLIDAYS**

The following days shall be recognized as holidays:

New Years' Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Day

Holidays falling on Saturday will be observed by the Employer the preceding Friday and those falling on Sunday will be observed by the Employer on the following Monday. In accordance with Public Law 90-363, Washington's Birthday will be recognized as falling on the third Monday in February and Memorial Day on the last Monday in May.

Employees must work or receive compensation for vacation or paid leave of absence the scheduled working day prior to and the scheduled working day after the holiday in order to be eligible for pay on the holiday. Employees absent from work the day before or day after the holiday because of sickness, excluding employees with longer continuous sickness, may be required to provide the Employer a doctor's certificate verifying the sickness or forfeit compensation for the holiday and sick day or days.

If a holiday falls on a worker's off-scheduled day, one (1) additional regular pay day or one-half (1/2) pay day will be credited to his/her workweek.

Each employee who works on a holiday shall receive his/her holiday pay plus time and one-half his/her straight time hourly rate all holiday hours worked. This paragraph shall apply to each employee who is required to report for work during the twenty-four (24) hour period, which comprises the holiday. The twenty-four (24) hour period shall commence at 12:01 a.m. on the day of the recognized holiday.

Employees required to work in excess of eight (8) hours during the twenty-four (24) hour holiday period shall be paid at double the straight time hourly rate; overtime which is worked prior to or after the twenty-four hours comprising the holiday shall be paid for in accordance with Article VI - Hours of Work and Overtime.

As provided for by Section 63 of the Public Officers Law, veterans who work on Veteran's Day or Memorial Day may request, shall be granted a floating holiday in exchange for working the holiday or, if eligible, shall be credited with a compensatory day for working on the holiday, both of which shall be used within sixty (60) days of the holiday that was worked.

**ARTICLE VIII  
VACATIONS**

All full-time employees covered by this Agreement shall be granted a paid vacation for each prior calendar year or part thereof for full-time employees with the Employer in the succeeding calendar year. AH full-time employees hired for a position recognized for this unit will be allowed vacation benefits per the schedule described in this Article. Any increase in vacation allowance shall be based upon the employee's anniversary date and shall be granted after completion of the stipulated years of service.

<u>Required Service</u>	<u>Time off</u>
Less than 2 years	11 days
2 years	12 days
3 years	14 days
4 years	16 days
5 years but less than 7 years	20 days
7 years but less than 10 years	23 days
10 years but less than 15 years	26 days
15 years but less than 20 years	29 days
20 years but less than 25 years	32 days
25 years and thereafter	35 days

Vacations will be granted on a unit basis, so as not to impair the efficiency of operations or service. Preference for vacation periods will be given to the employees with the greatest length of service. Vacation time can be scheduled in segments as little as one-quarter (1/4) hour per day.

Vacations must be taken in the calendar year following the calendar year in which they were earned, except that a maximum of fifteen (15) days may be carried over into the next calendar year. Any additional carryovers in excess of the fifteen (15) days must be approved by the City Manager.

A City employee who voluntarily resigns his/her employment with the Employer, and who returns to employment with the Employer within one year, shall be entitled to all vacation benefits previously enjoyed.

No holiday pay or compensatory time shall be granted for any holiday, which falls during an employee's scheduled vacation, but the employee's vacation shall be extended by one (1) day for each such holiday.

During vacation weeks, or during a week when the employee takes a day or several days of vacation, he/she shall be paid his/her straight time daily rate for all such vacation days.

In the event of termination, the employee shall be credited with and paid for all unused vacation prorated for each full month worked during the calendar year in which he/she is terminated.

An employee may obtain his/her vacation pay in advance of his/her vacation, provided his/her request for such advance payment is received by the City Comptroller at least two (2) weeks prior to the last pay day prior to the beginning of such vacation, with normal deductions being made for each pay period.

## **ARTICLE IX DISCIPLINE AND DISCHARGE PROCEDURE**

The following procedures shall be utilized for disciplinary and discharge matters for all employees covered by this Agreement who have completed their initial probationary employment with the City.

It is the intent of this section to provide for a swift and judicious alternative for handling discipline and discharge matters in lieu of Sections 75 and 76 of the New York State Civil Service Law.

1. Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be deemed appropriate by the Employer.

An employee shall be entitled to representation by the CSEA at each step of the Discipline and Discharge Procedure. An employee shall be entitled, upon request, to have an Association Representative present if, as a result of an investigation, an employee is asked by the Employer to sign a statement for purposes of attesting to or admitting incompetence or misconduct.

Service of the Notice of Discipline shall be made by personal service to the employee with the Unit President or his/her designee receiving a copy, if present at the time. If service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested to the employee, with a copy sent to the Unit President or his/her designee.

2. The Notice of Discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times, places and states any proposed penalty being sought. The Notice of Discipline shall also state that the employee has the right to appeal the disciplinary action by filing a written grievance through the Union within five (5) workdays after receipt of Notice of Discipline if he/she disagrees with it. No disciplinary proceeding shall be commenced under this Article more than three (3) months after the occurrence of the alleged acts and/or conduct complained of and described in the charges provided; however, such limitation shall not apply where the acts and/or conduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

Employees will be presumed innocent until proven guilty and the burden of proof shall be the Employers. Employees shall be given the opportunity to resolve the proposed discipline by settlement and to be represented by a Civil Service Employees Association representative, and waive their rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing with a copy of same to the Unit President of the Civil Service Employees Association.

3. In instances when disciplinary action is to be preferred against a Bargaining Unit employee, the employee shall not be suspended from employment prior to the completion of the third step of the grievance/discipline and discharge procedures contain in Article X of the current Agreement unless, in the opinion of the Department Head or the City Manager, or their designee, the employee presents a danger to the health and/or safety of one's self or another or disrupts the operations of the department where the employee is situated.

Disciplinary action against an employee, except oral reprimands, may be appealed by filing a written grievance through the Union within five (5) workdays after the receipt of such notification by the employee if he/she disagrees with the disciplinary action taken. Said grievance shall be processed by the Union as a step three grievance and, if necessary, through the arbitration step.

4. In instances where an employee is suspended or terminated from employment prior to the completion of the third step of the discipline and discharge procedure, a step three grievance meeting shall be convened by the Employer within five (5) working days after receipt of a step three grievance, as provided above. The City Manager shall render a decision, in writing, to resolve the matter within seven (7) calendar days after conclusion of the step three meeting. Failure to file a grievance within the time frame hereinabove specified will constitute acceptance of the penalty, as proposed by the Employer, by the employee, and settle the matter in its entirety.

Subject to a mutual written agreement between the Civil Service Employees Association and the City of Auburn, the time limits hereinabove specified may be waived.

If, in any case where an employee has been suspended or discharged pending the outcome of an arbitration proceeding, an Arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, the employee shall be reinstated and compensated for all time lost, and all other rights and conditions of employment as may be determined by the Arbitrator.

The decision of the Arbitrator shall be final and binding upon all parties.

**ARTICLE X  
GRIEVANCES AND ARBITRATION**

1. For the purposes of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer arising out of the application or interpretation of this Agreement; or a grievance as defined by Section 682, subdivision 4 of Article 16 of the General Municipal Law.
2. The inclusion in this Article of grievances, as defined by Article 16, Section 682, subdivision 4 of the General Municipal Law, is intended to substitute the grievance and arbitration procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said Law, and the grievance and arbitration procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement.
3. It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement is in lieu of action permitted by, or required of, the Employer under any Article of State or Local Civil Service Law or Rules.
4. The purpose of this Article is to provide the sole method for the settlement of grievances, as defined herein, and such grievances shall be settled in accordance with the following procedure:

Step 1

The aggrieved employee shall present grievances, in writing, to his/her Immediate Supervisor (regardless of whether that supervisor is a member of the negotiating unit) with or without his/her Association representative, at the employee's option, and within three (3) working days from the date of knowledge of the cause or occurrence-giving rise to the grievance. The Immediate Supervisor shall respond to the first step grievance, in writing, within three (3) working days from the receipt of the grievance. If the response to the grievance is not acceptable to the grievant, then:

Step 2

The aggrieved employee shall submit his/her signed written grievance to the next level of supervision within his/her department or branch of government within ten (10) working days from the date of the initial discussion of the grievance with his/her Immediate Supervisor.

If the level of supervision described above is the City Manager, Step 2 and Step 3 below shall be combined. After receipt of a written grievance at this step, the supervisor receiving the grievance shall convene a meeting, within ten (10) working days of the date the written grievance was received by him, between the aggrieved employee, his/her Association representative, and the supervisor or other

representative of the Employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting then not later than three (3) working days following the date the meeting occurred, the Employer will deliver to the aggrieved employee and his/her Association representative its decision on the grievance in writing. If that decision is unacceptable to the employee then, within three (3) working days:

### Step 3

The aggrieved employee may submit his/her grievance to the City Manager who, within ten (10) working days after he/she receives the written grievance, will convene a meeting between the aggrieved employee, his/her Association representative, and the City Manager or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting and a written reply from the City Manager or his legal representative to the aggrieved employee is not received within fifteen (15) calendar days after completion of the third step grievance hearing, the grievance may be submitted to arbitration.

5. Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.
6. Should there be any dispute between the Employer and any employee concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement, with the exception of all discharge or discipline cases which are excluded under this grievance procedure by virtue of the exclusion of the application of this grievance procedure to areas subject to the State and Local Civil Service Law and Rules, as provided in paragraph 3 above.

### ARBITRATION

7. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the third step procedures are complete, or thirty (30) calendar days after the time limits required by the steps in the grievance procedure have run, the Association may submit the grievance to arbitration by requesting from the NYS Public Employment Relations Board (PERB) a list of seven (7) Arbitrators from which the Employer and the Association shall select an Arbitrator by striking names alternately until one (1) remains who shall be designated the Arbitrator for the grievance in question.
8. The Arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.

9. The Arbitrator shall not order back pay in any case for a period of more than sixty (60) days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the Employer but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period. Nothing herein shall preclude the Employer from granting additional awards of back pay beyond the above time limits in cases involving extraordinary circumstances.
10. No decision of an Arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.
11. No Arbitrator shall decide more than one grievance on the same hearing or sense of hearings except by mutual agreement between the parties.
12. The decision of the Arbitrator shall be final and binding upon the parties. The fees and expenses of the Arbitrator, and the cost of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

## **ARTICLE XI SICK LEAVE**

Each full-time employee, upon completion of three months service, shall be permitted to accumulate up to two hundred and seventy-three (273) working days of paid sick leave to be applied toward time off due to illness or injury which is not work related. Such leave shall be reduced by one day for each day paid. Employees shall be able to accrue above the two hundred seventy-three (273) sick days for the sole purpose of using any sick time above the two hundred seventy-three (273) sick days for a major

catastrophic illness, but these days shall not be cashed out. A major catastrophic illness shall include the following conditions, treatments or diagnoses:

1. Heart Disease
2. Cancer
3. Illness related to or resulting from Trauma
4. Illness requiring long-term treatment, hospitalization or surgery; or
5. Terminal diagnosis.

Each full time employee will earn sick leave credit at the rate of one-half (1/2) day per biweekly pay period, provided, however, that he/she is in full pay status for at least five (5) workdays during such biweekly pay period, exclusive of vacations.

Employees agree as of July 1, 2019, to remove the sick leave incentive pay in exchange for a one-time flat increase of \$500.00 to all salaries.

Sick leave used for family illness will count against the employee for receiving this incentive.

The Employer may require, as a condition of payment for sick leave in case of chronic absenteeism, a statement from the employee's physician's office that the employee is under the physician's care and the probable period of absence from work. When an employee has used in excess of twelve (12) equivalent full days of paid sick leave and/or family illness, as referenced in Article XXVI, which are not verified in the prior twelve (12) months, the Employer may require a statement from the physician's office or a statement from the family member's physician's office for any future payments of sick leave during the subsequent twelve (12) month period. For purposes of this paragraph, verified shall be defined as medical documentation from a physician's office and/or medical facility, etc., or any other reasons acceptable by the employee's Department Head.

When continuous sick leave is more than five (5) days, the Employer may require, as a condition of payment, a statement from the employee's physician's office certifying that the employee is under the physician's care and the period of disability. When continuous sick leave exceeds thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer. Any false representation made by the employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

Accumulated sick leave shall not be payable at the time of termination of employment, except for the following: (1) a physician selected by the Employer certifies that the termination of the employee was necessitated by illness or injury, and then only so long as such illness or injury continues and the employee permits physical examination at reasonable intervals; and (2) any employee retiring from the City of Auburn with ten (10) years or more of service and who at the time of retirement has at least seventy-five (75) days or more of accumulated sick leave shall be entitled to twenty-five (25) additional days' pay at the time of retirement.

All unused sick time will be applied against the cost of medical coverage to the retirees, and applied to 411. In the event an employee elects the medical coverage option, they shall receive one (1) day for each two (2) days accrued. Employees, who have in excess of one hundred sixty-five (165) days, may elect both options with one hundred sixty-five (165) days to be used for 411, or all days for the medical coverage option.

When an active employee dies after twenty-five (25) years of service and prior to retirement from the New York State Retirement System, the Employer shall pay to the estate any unused accumulated sick leave to a maximum of ten (10) days.

Where the Employer selects a physician for the examination of an employee, such examination will be paid for by the Employer.

Upon retirement, an employee may cash out their sick leave at retirement at a rate of one (1) day pay for every two (2) accrued sick leave days on the condition that said retiree provide the City with a written acknowledgement that the retiring employee waives any and all rights to City provided health insurance in retirement.

#### Sick Leave Donation Policy

The Employer and the Association have agreed to a Sick Leave Donation Policy which is attached hereto as Appendix B.

### **ARTICLE XII BEREAVEMENT LEAVE**

In the event of death of an employee's parent (including step-parent or foster parent), spouse, child (including step-child or foster child), parent of a child, sibling (including step-sibling), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, or other person who is a member of the household, the employee shall be excused from work, at their request, to attend the funeral and handle other funeral arrangements, but in no event shall this leave exceed three (3) working days within a week of the relative's passing unless otherwise approved by the Department Head or City Manager. The Department Head may request written documentation from the employee to verify residency of other household members.

In the event of death of the employee's brother-in-law, sister-in-law, niece, nephew, aunt, uncle, or a child's parent the employee shall be excused from work at their request to attend the funeral, and shall be paid on a daily rate basis for the day of the funeral provided the employee was regularly scheduled to work the day of the funeral.

One additional day shall be granted to the employee if the death of an employee's relative (relative as defined in paragraphs one and two above) requires out of state travel.

### **ARTICLE XIII MILITARY LEAVE**

Employees covered by this Agreement who, as members of a State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency, active service will be compensated by the Employer in accordance with the Employer's Military Leave Policy attached hereto as Appendix "C". Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the workday following receipt of official notice of such assignments.

It will be the responsibility of each employee, to be paid under this Article, to present his/her supervisor with an official record of the time spent for the claimed period of active service.

No employee will be required to apply his/her vacation period to any period of mandatory military service.

**ARTICLE XIV  
LEAVE OF ABSENCE**

The Employer may authorize leaves of absence with or without pay for a period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at a college, university, or business school for the purpose of training in subjects related to the work of the employee and which will be of mutual benefit to the employee and the Employer, or for other urgent, personal business.

**ARTICLE XV  
PERSONAL LEAVE**

Each employee covered by this Agreement shall be entitled to take up to three (3) paid personal leave days during each contract year, or a pro-rated amount if the employee has not been employed for the full twelve (12) month period; such leave shall not be cumulative from contract year to contract year. Leave will be granted in segments of one-quarter (1/4) hour, if such leave does not impair the efficiency of the operations. Time off may not be applied to personal leave unless application for such leave was made at least twenty-four (24) hours prior to the time the leave begins (except in cases of serious emergency) and such application was approved by the employee's supervisor.

There shall be no restrictions on when personal leave time may be used by an employee.

**ARTICLE XVI  
RESIDENCY REQUIREMENTS**

All employees must reside within ten (10) miles of the City of Auburn corporate boundary except Local Public Officers who must by statute reside in the City of Auburn. For clarification purposes, residency shall mean the actual, principal domicile of an individual.

A Public Officer is defined as one who is appointed to discharge a public duty and receives a compensation for the same. Classifications presently considered Public Officers contained under this Agreement are as follows: Registrar of Vital Statistics Deputy City Clerk. A determination pursuant to the New York State Public Officers Law will be made when a new classification is added under this Agreement.

Employees choosing to reside outside Cayuga County, still within the 10-mile requirement, shall forfeit 4 vacation days annually.

An employee moving outside Cayuga County in accordance with this Article must notify the City Manager's Office. The first year's four-day penalty shall be prorated in full day increments and withdrawn from available vacation accruals. If the employee does not have sufficient vacation accruals, the remainder shall be added to the following year's penalty and withdrawn in January.

**ARTICLE XVII  
EDUCATION BENEFITS**

The City shall reimburse employees for the cost of tuition and related fees to attend professional and technical courses at accredited institutions of higher learning at a cost not to exceed \$5,000.00 per year. Coursework does not necessarily need to result in a certificate or degree, but the employee must obtain a grade of at least "B" or equivalent to be eligible for reimbursement.

Courses must be approved in advance by the City Manager and must reasonably relate to the job of the employee or to the advancement of the employee's career at the City. Coursework attendance shall be on the employee's own time. Travel expenses to and from the institution shall be at the employee's sole cost.

In the event an employee resigns from the City within 2 years of completing coursework the employee must repay reimbursed costs and expenses. For every six months of employment after completion of the coursework the employee's obligation for reimbursement shall decrease by 25%.

**ARTICLE XVIII  
HEALTH INSURANCE**

1. Medical Health Insurance

A. Coverage

All full-time employees covered by this Agreement and retirees shall be eligible for the Health Insurance Plan coverage. Each employee covered under this Agreement shall have the option of electing family or individual coverage, except that employees who are married shall only be allowed the option of electing family coverage under only one employee-spouse. Employees shall be responsible for any deductible or copay payments to the provider of services which may be required under the plans.

The City shall have the right to select or change the health insurance carrier, with overall benefit coverage in the aggregate equal to or better than the present Health Insurance Plans A and B as of the date of this Agreement. In the event the City contemplates a change of Plan, CSEA shall be notified sixty (60) days in advance of such change. Employees have the option to change plans each year during the annual open enrollment period. The plans currently offered to all City employees, subject to the limitations set forth herein, are as follows:

- A. Classic Blue Plan (Select)
- B. Classic Blue Comprehensive
- C. PPO Option J

The foregoing plans notwithstanding, employees hired on or after July 1, 2019, shall be required to select the PPO Option and are not eligible to choose any other plan option. Employees hired on or before July 1, 2019, shall continue to be eligible to choose from

the available plans.

### B. Employee Contribution

Employees shall participate in sharing the cost of the health plan as follows:

All employees with a minimum of 1 year of service will contribute 15% of their selected health insurance premium, regardless of which plan they are enrolled in. New employees with less than 1 year service will contribute 20% of their selected health insurance premium, regardless of which plan they are enrolled in and upon 1 year of service their contribution will decrease to 15%.

2. Subject to prior approval by the City Manager, upon the approval and granting of a waiver of premium to an employee while on authorized leave without pay who is disabled as a result of an on-the-job injury, subject to the provisions of the Health Insurance Plan, where any employee is out of work as a result of an on-the-job injury, the City will continue his/her Health Insurance coverage for a maximum of twelve (12) months.

There shall be a \$2,000 per year, per individual, cap on Major Medical, except for the PPO Plan, which has no cap. Once an individual satisfies this cap, he/she shall not be obligated to make any further co-payments for the duration of the calendar year.

### 3. Retiree Health Insurance

#### a. Coverage and Contribution

Upon retirement, employees hired on or before June 30, 2019, shall be eligible for any of the three traditional plans, until becoming Medicare eligible. Upon retirement, employees hired on or after July 1, 2019 shall only be offered the PPO Option J plan, until becoming Medicare eligible. Employees who retire from the City of Auburn shall be eligible for health insurance coverage in retirement with the contributions towards the premium as follows:

- i. Individual Coverage: Sixty percent (60%) paid by the City; forty percent (40%) paid by the employee.
- ii. Dependent Coverage: Employee pays forty percent (40%) of the individual rate, then sixty-five percent (65%) of the difference between individual and family coverage.

#### b. Medicare Supplement

All retirees who submit their retirement notice on or after July 1, 2019 or when they become Medicare eligible, shall move into a Medicare supplement plan, equivalent to or better than the plan in place as of July 1, 2019.

4. Prescription Coverage

All Bargaining Unit employees under the City of Auburn Health Plan(s) shall be provided with prescriptions through one of the following options.

- a. The prescription may be filled at a local retail pharmacy with the following co-pays:
  - 1. \$ 5.00- Generic Drugs
  - 2. \$15.00- Brand Name Drugs
  - 3. \$30.00- Non-Preferred Drugs
  
- b. The prescription (if eligible) may be filled utilizing the Domestic Mail Order Program for up to a ninety (90) day supply with the following co-pays:
  - 1. \$10.00- Generic Drugs
  - 2. \$30.00 - Brand Name Drugs
  - 3. \$60.00 - Non-Preferred Drugs
  
- c. Only employees participating in the City health plans may utilize a voluntary alternative mail order drug program (CanaRx Services Program) for drugs available through this program for up to a ninety (90) day supply at no co-pay.

If the voluntary mail order drug program becomes economically unfeasible, as determined by either party, either party may submit proposed changes to the program to the Health Benefits Committee. The requesting party must provide documentation to the other party to support its claims under this section.

- d. If the voluntary alternative mail order drug program becomes unavailable, options a and b will continue with co-pays outlined under either option.
  
- e. There shall be a \$2,000.00 per year, per individual, cap on prescription drug co-pays. Once an individual satisfies this cap he/she shall not be obligated to make any further co-pays for the duration of the calendar year.

5. Dental Insurance: All full-time employees on the payroll and covered by this Agreement shall be eligible for coverage under the CSEA Horizon Dental Schedule currently available or an equivalent schedule of benefits. The cost of the Plan for the employees and their eligible dependents shall be paid at one hundred percent (100%) by the City in the amount of:

\$105.55 composite rate:	7/1/19 – 6/30/20
\$111.88 composite rate:	7/1/20 – 6/30/21
**Unknown at this time:	7/1/21 – 6/30/24

All permanent part-time employees on the payroll covered by this Agreement shall be eligible for coverage under the CSEA Horizon Dental Plan schedule currently available or an equivalent schedule of benefits. Permanent part-time employees shall contribute a percentage of the cost of the plan in direct correlation to the number of regular hours worked.

The Employer further agrees, should a new labor agreement not be concluded prior to July 1, 2019, to pay the prevailing CSEA Dental plan coverage rate until such time as a new labor agreement can be concluded between the parties, which may result in a change in the monthly rate that may be paid by the Employer.

Contributions by the Employer shall be made for all months that an employee is actively at work, all periods of sick leave, all periods of paid leave of absence, and all periods an employee is paid Workers' Compensation benefits up to a maximum of twelve (12) months.

If an employee has exhausted his/her paid sick leave benefits, or has been paid Workers' Compensation benefits up to a maximum of twelve (12) months, and his/her employment is not terminated, he/she shall be permitted to continue his/her dental coverage by paying the full cost of such coverage monthly to the Treasurer's Office of the Employer.

6. Vision Insurance: All full-time employees on the payroll covered by this Agreement shall be eligible for coverage under the CSEA Platinum 12 Vision Plan schedule currently available or an equivalent schedule of benefits. The cost of the plan for full-time employees and their eligible dependents shall be paid at 100% by the Employer in the amount of:

\$24.34 composite rate:	7/1/19 – 6/30/21
**Unknown at this time:	7/1/21 – 6/30/24

All permanent part-time employees on the payroll covered by this Agreement shall be eligible for coverage under the CSEA Platinum 12 Vision Plan schedule currently available or an equivalent schedule of benefits. Permanent part-time employees shall contribute a percentage of the cost of the plan in direct correlation to the number of regular hours worked.

The Employer further agrees, should a new labor agreement not be concluded prior to July 1, 2019, to pay the prevailing CSEA Vision Plan coverage rate until such time as a new labor agreement can be concluded between the parties, which may result in a change in the monthly rate that may be paid by the Employer.

7. Employee Wellness: Commencing July 1, 2005, the Employer agreed to create an annual wellness program. The maximum reimbursement, per employee, per verified participation in wellness programs to be identified by Management and agreed upon by the Health Benefits Committee, shall be seventy-five (\$75.00) dollars per contract year. Any funds not dispersed during the contract year shall be lost. All claims for reimbursements shall be reviewed and approved by either the City Manager or the Chair of the City-wide Wellness Committee prior to distribution.

8. Flex Benefit: Regardless of the insurance plan elected, all employees will be eligible to participate in the Section 125 Flexible Benefit Plan known as the "Best Flex" Flexible Spending Program (hereinafter "Best Flex") offered by Excellus Benefit Services. The specific terms of the Best Flex Plan shall be those offered by Excellus Benefit Services at the time of the signing of this Agreement and shall not be modified in any way during the term of this Agreement except by express written consent of the parties. The Employer shall bear the cost of administering the program and the selection of the program administrator.
9. Health Benefits Committee:

It is agreed that the Employer and the Association shall initiate the following actions:

- a. A Health Benefit Committee shall be maintained with equal representation by the Employer and the Association. The Committee shall meet quarterly and shall consist of representatives designated by the Association and the Employer. There shall be two (2) employees to be designated by the Association, who shall be given up to three (3) hours with pay, if scheduled to work, for the purpose of attending meetings of the Health Benefit Committee.
- b. It is contemplated that the Committee may involve or join with other bargaining units of the Employer and that any change in plans or benefits may include this Association or other employees of the Employer.
- c. The function of the Committee shall be to evaluate health benefits and cost sharing for employees and to recommend modifications or changes to the plans or benefits as it relates to cost containment and cost savings for both the City and the employees.
- d. The Health Benefit Committee shall meet quarterly or, upon mutual consent, within fourteen (14) working days, or as soon thereafter as practicable, after a request to meet has been made by either party.
- e. The Employer shall provide experience data reports from health insurance carriers and administrators directly to the Health Benefit Committee in the format and with such frequency as the Committee shall determine.
- f. The Health Benefit Committee shall be provided with each carrier rate renewal request upon submission and the Health Benefit Committee shall be briefed of any trends and/or developments by the carriers that may impact the costs of such plans. The Employer shall keep the Health Benefit Committee apprised of the status of rate changes with each carrier or administrator.

- g. The Health Benefit Committee shall review recurring subscriber complaints and make recommendations for the resolution of such complaints.
- h. The Health Benefit Committee shall study and address other issues and concerns brought to the attention of the Committee that impact the accessibility, quality, and costs of health care for employees covered by this Agreement.
- i. No change of health plan(s), benefits, or cost sharing shall be instituted except and upon the following conditions:
  - a. Mutual agreement by the Employer and the Association.
  - b. In the event of no mutual agreement, the Employer or Association, annually, may submit to the other party a proposed plan or proposal for changes. The receiving party shall have a period of 30 days in which to review or comment on such plan. If there are no objections, the plan shall be implemented. If the receiving party does object to the plan, the plan may be submitted to arbitration. No plan shall be implemented prior to determination by arbitration. The objecting party may submit to arbitration its proposed plan for consideration by the Arbitrator, but only if the objecting party has previously submitted a plan for consideration and review by the other party.
- j. The Employer agrees to permit two (2) employees designated by the Association to use up to two (2) hours of each week, non-cumulative, during normal working hours, to act as a representative of the Health Benefits Committee to the Association membership and to perform such duties, activities, and other functions as are consistent with the work of the Health Benefits Committee herein established.
- k. The one (1) delegate selected by the Association to serve on the Health Benefits Committee who, at any one time, will be given a leave of absence with pay for up to a total of three (3) working days in each contract year to attend seminars, meetings, and conferences that specifically relate to Health Benefit plans, cost, and other factors pertinent to the work of the Health Benefits Committee. Workdays not used in the first year of the contract may be carried over to the second year of the Agreement. The Association shall promptly notify the City Manager and the Department Head of the person so designated and shall provide proper notice of any requests to attend conferences. In no event shall the above activities be permitted to interfere with the efficient operation of the department. Additional conference days with pay will be allowed for the one (1) delegate selected above for such conferences as are mutually determined by the Bargaining Unit and the Employer to be necessary for the purposes of the Health Benefit Committee.

10. Health Insurance Buyout

Employees may elect to decline the City's insurance benefits, provided they can demonstrate proof of continuous coverage under a non-City plan. Any employee who exercises this option will be eligible for a \$2,000 yearly stipend, payable in two semi-annual installments and pro-rated for partial year coverage. An exception is made when two married individuals are both eligible for coverage under the City health plan. If one employee opts to participate in the City health plan (with family coverage) and the other employee opts for the buyout, they will be limited to a \$1,000 yearly stipend. Installments will normally be paid in the first payroll in January and the last payroll in June of each year. The employee must demonstrate continuous coverage throughout the non-coverage stipend period and prior to opting back into the City health coverage. Employee may opt back into City coverage, with proof of continuous coverage, during annual open enrollment or upon a qualifying event. If the employee experiences a lapse in coverage, unless and until such coverage may be afforded under the terms of, and in accordance with, the applicable plan and in any event, will then no longer be able to obtain the stipend during the period for which coverage has lapsed and will return to the City any stipend paid for the period for which coverage has lapsed. Said employee will have the opportunity to return to the City plan during the next open enrollment period. The premium contribution rate when returning to the plan shall be determined by employee's date of hire.

11. Vision and Dental Insurance Alternate

Employees may elect to forgo the vision and/or dental insurance benefits under this contract, provided they can be covered as an eligible dependent under another plan. Any employee who exercises this option will be eligible for an annual stipend pro-rated for partial year coverage. Said annual stipend shall be equal to the actual annual composite rate(s) due under this contract and shall be deposited into the employee's flex spending account administered by the City of Auburn. An employee may opt back into City coverage, with proof of continuous coverage, during annual open enrollment or upon a qualifying event. If the employee experiences a lapse in coverage, unless and until such coverage may be afforded under the terms of, and in accordance with, the applicable plan and in any event, will then no longer be able to obtain the stipend during the period for which coverage has lapsed and will return to the City any stipend paid for the period for which coverage has lapsed. Said employee will have the opportunity to return to the City plan during the next open enrollment period.

12. PPO Plan Incentive

The City shall provide to employees hired on or before June 30, 2019, an annual \$500 incentive when electing individual plan coverage and \$1,000 incentive when electing family plan coverage, when they opt into the PPO Option J plan. The incentive shall be paid annually in the month of January for employees opting into the PPO Plan during the prior calendar year.

**ARTICLE XIX  
COMPENSATION FOR TRANSPORTATION COSTS**

When an employee is required to use normal public transportation facilities, the Employer shall reimburse the employee the actual transportation cost upon presentation of a paid receipt.

Whenever an employee is required by his/her Unit Head to use their personal car for transportation, reimbursement will be made by the Employer at the Employee Business Rate established by the Internal Revenue Service.

**ARTICLE XX  
SENIORITY**

Seniority shall be defined as an employee's length of continuous service with the City of Auburn in the Bargaining Unit since his/her last date of commencing employment.

Continuous service shall be broken as a result of a resignation by the employee or a discharge for just cause.

**ARTICLE XXI  
JOB POSTING**

During that period between posting and selection of an employee, the Employer will have the right to assign an employee to the vacancy.

The Employer agrees that in filling the job vacancy, the following factors will be taken into consideration: (1) aptitude, skill, ability, and experience related to perform the required work; (2) dependability; (3) physical ability; and (4) seniority. If the combined factor score is equal after evaluating the candidates, the date of filing the application for initial employment with the Employer shall prevail. The Employer reserves the right to select and employ persons outside the Bargaining Unit when a vacancy occurs, as outlined in the above paragraph, with the provision that the Employer shall show to the Association that the person so selected is better qualified and superior to any employee requesting consideration for the vacancy in the Bargaining Unit.

The selection of the qualified applicant by the Employer shall be determinative but subject to the grievance procedure, as provided under Article IX of the Contract. Employees requesting consideration for appointment to a vacancy shall be informed within thirty (30) working days from the last posting date of the determination made by the Employer, with a copy to the Union President.

All persons appointed to a new classification shall be on a probationary basis for not more than thirteen (13) weeks.

All grievances challenging the selection of the applicant to fill the vacancy, pursuant to this Article, shall be submitted within ten (10) working days from being informed by the Employer of the person selected by submitting the grievance directly to Step 3 of the Grievance and Arbitration Procedure (Article IX) and proceeding to Arbitration if necessary.

## **ARTICLE XXII OUT OF TITLE PAY**

If an employee is required to work at a classification having a higher salary grade than the employee is presently assigned, then the employee shall be paid from the first hour of out of title work at the starting salary of the classification containing the higher salary grade or at the next higher salary step if his/her present salary step is higher than the starting wage.

Out of title assignments shall be determined by the job classification under Civil Service.

## **ARTICLE XXIII WORK FORCE CHANGES**

1. Competitive: As provided under Civil Service Law, any reduction or reactivation of competitive class positions shall be in accordance with the Local Civil Service Regulations.
2. Reactivation of employees shall be based on seniority. An employee must notify the Employer of his/her intention to return within seven (7) days after date of the letter of notification for reactivation. The employee shall return to work for the Employer upon a date set by the Employer, but not less than seven (7) days.

## **ARTICLE XXIV PENSIONS**

The Employer shall provide each employee covered under this Agreement a pension under New York State Employees' Retirement System 75G, plus the option for military service time, as defined by Civil Service Law, and the option of unused sick leave as additional service credit, as provided under Section 41 (G) and 75 (i) of the New York State Retirement Law.

## **ARTICLE XXV RETIREMENT**

Employees covered by this Agreement who reach age seventy (70) shall be required to retire on the first of the month following the month in which they become age seventy. If, during the term of this Agreement, it is lawful to require retirement at age sixty-five (65) or at any age less than seventy (70), but not less than sixty-five (65), then employees shall be required to retire at age sixty-five or such age less than seventy (70).

However, if such retirement age is lowered by action of this Article, no present employee will be required to retire who would fail to qualify for a 25-year pension if he/she retired earlier than age seventy (70), and no employee who, at the time such lower retirement age is put into effect, is age sixty (60) or older would be required to retire less than five years after such retirement age becomes effective, except those who reach age seventy (70).

**ARTICLE XXVI  
FAMILY ILLNESS**

Each employee shall be allowed to use up to the equivalent of five (5) full days of his/her accumulated sick leave per contract year for illness in the employee's immediate family. The days may be used in one-quarter (1/4) hour segments.

For purposes of this Article, the employee's immediate family shall be defined as those family members listed in the first paragraph of Article XII - Bereavement Leave.

**ARTICLE XXVII  
FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The parties acknowledge that the terms of the Federal Family Medical Leave Act apply to Bargaining Unit members.

**ARTICLE XXVIII  
RETIREMENT INCENTIVE**

The union agreement between the City of Auburn and CSEA Local 1000 includes a provision for a retirement incentive for full-time employees. Said retirement incentive will be \$10,000 cash payout or \$12,500 toward health insurance premium(s). The requirements for eligibility are as follows:

- The employee must file an application for the retirement incentive program within forty-five (45) calendar days of becoming eligible to retire without penalty.
- The employee must retire from service within seventy-five (75) calendar days after filing the retirement incentive program application.
- There is only one opportunity to apply for the retirement incentive after reaching eligibility to retire without penalty. If an employee becomes eligible to retire without penalty but chooses not to retire they cannot apply in future years. If an employee becomes eligible to retire without penalty but does not apply within the forty-five (45) day calendar period the incentive will not be available.
- If an employee wishes to retire with penalty, they will be eligible for this incentive.

**ARTICLE XXIX  
MISCELLANEOUS**

1. Stipend for Boots

- A. The Employer shall pay an annual stipend for boots to eligible employees in an amount equal to \$200.00 plus the average amount of tax deducted from such stipend. Department Heads shall determine which employees are eligible pursuant to this provision.
- B. Protective Boots must be American National Standards Institute (ANSI) approved and should be made of leather. Employees are free to purchase a more expensive protective boot whereby they will assume the additional cost of same.
- C. It shall be mandatory for all employees who receive the stipend set forth herein to wear the required boots at all times necessary while working. Employees may not alter the boots in any way and any employee found not wearing the required boots may be subject to disciplinary action.

**ARTICLE XXX  
AGREEMENT**

- 1. The foregoing constitutes the entire Agreement between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provision herein.
- 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.
- 3. Within the first fifteen days of each quarter of this Agreement, the Employer and the Association shall meet for the purpose of discussing personnel practices and where possible to resolve differences regarding such practices. Up to four (4) employees to be designated by the Association shall be given up to three (3) hours, with pay, if scheduled to work, for the purpose of attending such quarterly meetings. The Employer and the Association shall submit an agenda of subjects to be discussed to the other party three (3) working days prior to the scheduled quarterly meeting. An absence of agenda from both parties will result in cancellation of the quarterly meeting. If requested, the City Manager shall provide a written summary of the meeting within fifteen (15) days of the request.

**ARTICLE XXXI  
SAVINGS CLAUSE**

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

**ARTICLE XXXII  
DURATION**

This Agreement, and any written amendments made and annexed hereto, shall continue in full force effective July 1, 2019, until midnight, June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1<sup>st</sup> day of July, 2019.

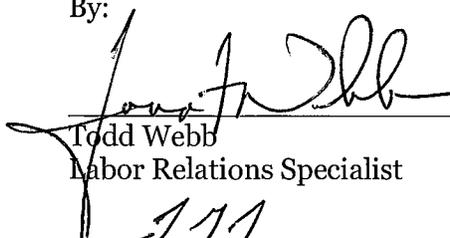
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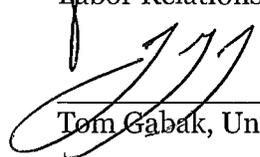
THE CITY OF AUBURN  
(PROFESSIONAL &  
ADMINISTRATIVE) UNIT 6251-02  
OF THE CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME/AFL-CIO

FOR:

THE CITY OF AUBURN, NEW YORK

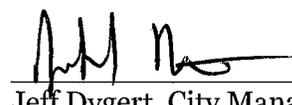
By:

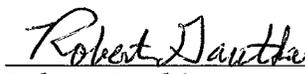
  
Todd Webb  
Labor Relations Specialist  
Date: 7/1/2019

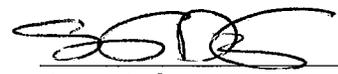
  
Tom Gabak, Unit President  
Date: 7/1/19

By:

  
Michael D. Quill, Mayor  
Date: 6/27/19

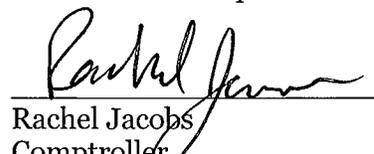
  
Jeff Dygert, City Manager  
Date: 6/27/19

  
Robert Gauthier  
Team member  
Date: 6/27/19

  
Stacy Deforrest, Esq.  
Corporation Counsel  
Date: 6-27-19

  
Coleen LaMay  
Team Member  
Date: 6/27/19

  
Jennifer L. Haines  
Director of Planning and  
Economic Development  
Date: 6/27/19

  
Rachel Jacobs  
Comptroller  
Date: 6/27/19

**APPENDIX A**

07/01/2019-06/30/2020 (\$500 in lieu of sick incentive & \$1,750)			STEPS														
Grade	Title	Hours/wk	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor Treasurer	35	65,855	67,445	69,075	70,746	72,458	74,213	76,012	77,856	79,747	81,684	83,670	85,705	87,792	89,930	92,122
22	Planning & Econ Devel Prog. Manager	35	64,188	65,736	67,324	68,950	70,618	72,327	74,079	75,875	77,715	79,602	81,536	83,518	85,550	87,632	89,767
21	Assistant Civil Engineer	35	62,146	63,643	65,178	66,751	68,364	70,017	71,711	73,448	75,227	77,052	78,922	80,839	82,803	84,817	86,881
18	Junior Engineer	35	57,733	59,120	60,542	61,999	63,493	65,024	66,593	68,202	69,851	71,541	73,273	75,049	76,868	78,734	80,646
	Sanitation Supervisor Water & Sewer Supervisor Chief-WWTP Operator																
16	Chief-WTP Operator	40	61,273	62,749	64,261	65,811	67,400	69,029	70,699	72,410	74,164	75,962	77,804	79,693	81,629	83,614	85,648
15	Senior Planner	35	53,153	54,426	55,730	57,067	58,437	59,842	61,282	62,758	64,270	65,821	67,410	69,039	70,709	72,420	74,175
14	Senior Code Enforcement Officer	35	51,940	53,182	54,456	55,761	57,098	58,470	59,875	61,316	62,792	64,306	65,857	67,448	69,078	70,748	72,461
9	Real Property Appraiser	35	48,067	49,300	50,564	51,860	53,190	54,554	55,918	57,316	58,749	60,217	61,723	63,266	64,848	66,469	68,130
8	Office Systems & Training Coordinator	35	43,855	44,951	46,075	47,227	48,408	49,618	50,858	52,130	53,433	54,769	56,138	57,542	58,980	60,455	61,966
7	Parking Garage Supervisor	40	47,128	48,250	49,400	50,579	51,787	53,025	54,295	55,596	56,929	58,296	59,698	61,134	62,606	64,115	65,661
6	Community Development Planner	35	44,191	45,240	46,314	47,416	48,545	49,702	50,889	52,105	53,351	54,629	55,938	57,280	58,656	60,066	61,512
	Deputy City Clerk																
5	Secretary to the Director of Planning & ED	35	38,477	39,383	40,311	41,263	42,238	43,238	44,262	45,313	46,389	47,493	48,624	49,783	50,971	52,189	53,438

07/01/2020-06/30/2021 (\$1,500)			STEPS														
Grade	Title	Hours/wk	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor Treasurer	35	67,355	68,945	70,575	72,246	73,958	75,713	77,512	79,356	81,247	83,184	85,170	87,205	89,292	91,430	93,622
22	Planning & Econ Devel Prog. Manager	35	65,688	67,236	68,824	70,450	72,118	73,827	75,579	77,375	79,215	81,102	83,036	85,018	87,050	89,132	91,267
21	Assistant Civil Engineer	35	63,646	65,143	66,678	68,251	69,864	71,517	73,211	74,948	76,727	78,552	80,422	82,339	84,303	86,317	88,381
18	Junior Engineer	35	59,233	60,620	62,042	63,499	64,993	66,524	68,093	69,702	71,351	73,041	74,773	76,549	78,368	80,234	82,146
	Sanitation Supervisor Water & Sewer Supervisor Chief-WWTP Operator																
16	Chief-WTP Operator	40	62,773	64,249	65,761	67,311	68,900	70,529	72,199	73,910	75,664	77,462	79,304	81,193	83,129	85,114	87,148
15	Senior Planner	35	54,653	55,926	57,230	58,567	59,937	61,342	62,782	64,258	65,770	67,321	68,910	70,539	72,209	73,920	75,675
14	Senior Code Enforcement Officer	35	53,440	54,682	55,956	57,261	58,598	59,970	61,375	62,816	64,292	65,806	67,357	68,948	70,578	72,248	73,961
9	Real Property Appraiser	35	49,567	50,800	52,064	53,360	54,690	56,054	57,418	58,816	60,249	61,717	63,223	64,766	66,348	67,969	69,630
8	Office Systems & Training Coordinator	35	45,355	46,451	47,575	48,727	49,908	51,118	52,358	53,630	54,933	56,269	57,638	59,042	60,480	61,955	63,466
7	Parking Garage Supervisor	40	48,628	49,750	50,900	52,079	53,287	54,525	55,795	57,096	58,429	59,796	61,198	62,634	64,106	65,615	67,161
6	Community Development Planner	35	45,691	46,740	47,814	48,916	50,045	51,202	52,389	53,605	54,851	56,129	57,438	58,780	60,156	61,566	63,012
	Deputy City Clerk																
5	Secretary to the Director of Planning & ED	35	39,977	40,883	41,811	42,763	43,738	44,738	45,762	46,813	47,889	48,993	50,124	51,283	52,471	53,689	54,938

07/01/2021-06/30/2022 (\$1,500)			STEPS														
Grade	Title	Hours/wk	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor Treasurer	35	68,855	70,445	72,075	73,746	75,458	77,213	79,012	80,856	82,747	84,684	86,670	88,705	90,792	92,930	95,122
22	Planning & Econ Devel Prog. Manager	35	67,188	68,736	70,324	71,950	73,618	75,327	77,079	78,875	80,715	82,602	84,536	86,518	88,550	90,632	92,767
21	Assistant Civil Engineer	35	65,146	66,643	68,178	69,751	71,364	73,017	74,711	76,448	78,227	80,052	81,922	83,839	85,803	87,817	89,881
18	Junior Engineer	35	60,733	62,120	63,542	64,999	66,493	68,024	69,593	71,202	72,851	74,541	76,273	78,049	79,868	81,734	83,646
	Sanitation Supervisor Water & Sewer Supervisor Chief-WWTP Operator																
16	Chief-WTP Operator	40	64,273	65,749	67,261	68,811	70,400	72,029	73,699	75,410	77,164	78,962	80,804	82,693	84,629	86,614	88,648
15	Senior Planner	35	56,153	57,426	58,730	60,067	61,437	62,842	64,282	65,758	67,270	68,821	70,410	72,039	73,709	75,420	77,175
14	Senior Code Enforcement Officer	35	54,940	56,182	57,456	58,761	60,098	61,470	62,875	64,316	65,792	67,306	68,857	70,448	72,078	73,748	75,461
9	Real Property Appraiser	35	51,067	52,300	53,564	54,860	56,190	57,554	58,918	60,316	61,749	63,217	64,723	66,266	67,848	69,469	71,130
8	Office Systems & Training Coordinator	35	46,855	47,951	49,075	50,227	51,408	52,618	53,858	55,130	56,433	57,769	59,138	60,542	61,980	63,455	64,966
7	Parking Garage Supervisor	40	50,128	51,250	52,400	53,579	54,787	56,025	57,295	58,596	59,929	61,296	62,698	64,134	65,606	67,115	68,661
6	Community Development Planner	35	47,191	48,240	49,314	50,416	51,545	52,702	53,889	55,105	56,351	57,629	58,938	60,280	61,656	63,066	64,512
	Deputy City Clerk																
5	Secretary to the Director of Planning & ED	35	41,477	42,383	43,311	44,263	45,238	46,238	47,262	48,313	49,389	50,493	51,624	52,783	53,971	55,189	56,438

07/01/2022-06/30/2023 (\$1,500)			STEPS														
Grade	Title	Hours/wk	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor Treasurer	35	70,355	71,945	73,575	75,246	76,958	78,713	80,512	82,356	84,247	86,184	88,170	90,205	92,292	94,430	96,622
22	Planning & Econ Devel Prog. Manager	35	68,688	70,236	71,824	73,450	75,118	76,827	78,579	80,375	82,215	84,102	86,036	88,018	90,050	92,132	94,267
21	Assistant Civil Engineer	35	66,646	68,143	69,678	71,251	72,864	74,517	76,211	77,948	79,727	81,552	83,422	85,339	87,303	89,317	91,381
18	Junior Engineer	35	62,233	63,620	65,042	66,499	67,993	69,524	71,093	72,702	74,351	76,041	77,773	79,549	81,368	83,234	85,146
	Sanitation Supervisor Water & Sewer Supervisor Chief-WWTP Operator																
16	Chief-WTP Operator	40	65,773	67,249	68,761	70,311	71,900	73,529	75,199	76,910	78,664	80,462	82,304	84,193	86,129	88,114	90,148
15	Senior Planner	35	57,653	58,926	60,230	61,567	62,937	64,342	65,782	67,258	68,770	70,321	71,910	73,539	75,209	76,920	78,675
14	Senior Code Enforcement Officer	35	56,440	57,682	58,956	60,261	61,598	62,970	64,375	65,816	67,292	68,806	70,357	71,948	73,578	75,248	76,961
9	Real Property Appraiser	35	52,567	53,800	55,064	56,360	57,690	59,054	60,418	61,816	63,249	64,717	66,223	67,766	69,348	70,969	72,630
8	Office Systems & Training Coordinator	35	48,355	49,451	50,575	51,727	52,908	54,118	55,358	56,630	57,933	59,269	60,638	62,042	63,480	64,955	66,466
7	Parking Garage Supervisor	40	51,628	52,750	53,900	55,079	56,287	57,525	58,795	60,096	61,429	62,796	64,198	65,634	67,106	68,615	70,161
6	Community Development Planner	35	48,691	49,740	50,814	51,916	53,045	54,202	55,389	56,605	57,851	59,129	60,438	61,780	63,156	64,566	66,012
	Deputy City Clerk																
5	Secretary to the Director of Planning & ED	35	42,977	43,883	44,811	45,763	46,738	47,738	48,762	49,813	50,889	51,993	53,124	54,283	55,471	56,689	57,938

07/01/2023-06/30/2024 (\$1,500)			STEPS														
Grade	Title	Hours/wk	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor Treasurer	35	71,855	73,445	75,075	76,746	78,458	80,213	82,012	83,856	85,747	87,684	89,670	91,705	93,792	95,930	98,122
22	Planning & Econ Devel Prog. Manager	35	70,188	71,736	73,324	74,950	76,618	78,327	80,079	81,875	83,715	85,602	87,536	89,518	91,550	93,632	95,767
21	Assistant Civil Engineer	35	68,146	69,643	71,178	72,751	74,364	76,017	77,711	79,448	81,227	83,052	84,922	86,839	88,803	90,817	92,881
18	Junior Engineer	35	63,733	65,120	66,542	67,999	69,493	71,024	72,593	74,202	75,851	77,541	79,273	81,049	82,868	84,734	86,646
16	Sanitation Supervisor Water & Sewer Supervisor Chief-WWTP Operator Chief-WTP Operator	40	67,273	68,749	70,261	71,811	73,400	75,029	76,699	78,410	80,164	81,962	83,804	85,693	87,629	89,614	91,648
15	Senior Planner	35	59,153	60,426	61,730	63,067	64,437	65,842	67,282	68,758	70,270	71,821	73,410	75,039	76,709	78,420	80,175
14	Senior Code Enforcement Officer	35	57,940	59,182	60,456	61,761	63,098	64,470	65,875	67,316	68,792	70,306	71,857	73,448	75,078	76,748	78,461
9	Real Property Appraiser	35	54,067	55,300	56,564	57,860	59,190	60,554	61,918	63,316	64,749	66,217	67,723	69,266	70,848	72,469	74,130
8	Office Systems & Training Coordinator	35	49,855	50,951	52,075	53,227	54,408	55,618	56,858	58,130	59,433	60,769	62,138	63,542	64,980	66,455	67,966
7	Parking Garage Supervisor	40	53,128	54,250	55,400	56,579	57,787	59,025	60,295	61,596	62,929	64,296	65,698	67,134	68,606	70,115	71,661
6	Community Development Planner	35	50,191	51,240	52,314	53,416	54,545	55,702	56,889	58,105	59,351	60,629	61,938	63,280	64,656	66,066	67,512
5	Deputy City Clerk Secretary to the Director of Planning & ED	35	44,477	45,383	46,311	47,263	48,238	49,238	50,262	51,313	52,389	53,493	54,624	55,783	56,971	58,189	59,438

**APPENDIX B**  
**Sick Leave Donation**  
**Policy**

The following guidelines shall be utilized for Sick Leave Donation Program as agreed between the parties in accordance with Article XI.

1. The recipient for donation must contact the Union to initiate the plan.
2. Only CSEA members from both CSEA units may donate time.
3. Recipients wishing to utilize the Sick Leave Donation Policy will have their situation reviewed on a case-by-case basis by the City and the Union.
4. The recipient must exhaust all accruals prior to utilizing donated sick leave.
5. The recipient must provide proper medical documentation to the City.
6. Only sick leave may be donated.
7. Donors cannot contribute more than five (5) days and the wage differential will have no bearing on the day-for-day exchange.
8. Donors must have a minimum of forty-five (45) sick days accumulated to remain at the 40-day minimum after the donation.
9. The donation does not affect the donor's sick leave incentive.

Any time unused by the recipient will not be returned to the donor.

**APPENDIXC**  
**Military Leave Policy**

Effective October 14, 2004, upon exhaustion of the paid military leave required by Section 242 of the NYS Military Law and/or those provisions under the City's various Collective Bargaining Agreements, the City of Auburn will provide the following enhanced benefits for all of its employees ordered to military duty for a period of one (1) year.

1. Employees will receive the difference between the wages paid by the City and their total entitlement paid for ordered military duty.
2. Dependents of employees enrolled in the City's health insurance plan will continue to receive health insurance benefits under the plan. An employee's premium contributions will continue to be required. An employee's coverage will continue until such time as military benefits are available; at such time, the City's health insurance plan will become secondary.
3. Annual benefits and sick leave, as provided by the various Collective Bargaining Agreements and the Management Ordinance, will continue to accrue during the period that an employee is on military leave.
4. In the event an employee's tour of duty extends beyond one (1) year, the employee may make written application to the City Manager for an extension of these benefits. An extension of benefits will be considered on a case-by-case basis.