AGREEMENT made and entered into this _____ day of July, 2015 by and between

CITY OF JAMESTOWN, NEW YORK,
Hereinafter referred to as the "Employer",

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
Local 1000 A.F.S.C.M.E., AFL-CIO,
Hereinafter referred to as the "Association",

WITNESSETH:

Article I

Section 1: Recognition.

The Employer recognizes the Association to be the sole and exclusive representative of all City employees including Typist/On-Call Receptionist as per PERB CP-938; except: those recognized by other bargaining units within the City; administrative and supervisory employees; employees appointed to authorized positions in the offices of Human Resources and Personnel, the Stenographic Secretary at the Department of Public Works, and other employees not now covered under the present agreement for the purpose of collective bargaining and grievances and shall have this unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

Section 2: DUES CHECKOFF AND UNION SECURITY.

(a) AGENCY SHOP. Employees and new hires covered under this labor agreement shall, upon completion of his or her probationary period, comply with the following:

C.S.E.A having been duly recognized as the exclusive representative of the employees within the bargaining unit shall be entitled to have deductions made from wages of employees of said unit who are not members of the C.S.E.A., the amount equivalent to the dues levied by C.S.E.A. The fiscal officer shall make deductions and transmit the same to C.S.E.A. The fiscal officer making such deductions will transmit these amounts to C.S.E.A., 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name of the employees who are not members of C.S.E.A. C.S.E.A. agrees to hold the City of Jamestown safe and harmless because of said deduction.

(b) The Employer shall deduct from the wages of the employee and remit to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, New York 12210, or to any other person or company designated by the employees, regular membership dues and other authorized deductions which will include sickness and accident, life and group life which will be deducted in one lump sum with the dues deduction, auto and homeowners insurance which will be deducted in one lump sum, and credit union payments for those employees who have signed the appropriate payroll deduction authorization cards permitting such deductions. This particular paragraph does not preclude the employees requesting other deductions be made.

(c) The Employer, within thirty (30) days after the ratification of this contract, will furnish the Civil Service Employees Association a complete list of names, home addresses, work locations, and position titles of all employees in the negotiating unit covered by this contract and within thirty (30) days after the end of each pay period furnish the Civil Service Employees Association a listing of the names, home addresses, work locations, and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated employment in the negotiating unit.

Section 3. RIGHT OF C.S.E.A.

The C.S.E.A. shall have the sole and exclusive right with respect to other organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act, or any other applicable law, rules, regulations or statue, under the terms and conditions of this Agreement, to designate its own representatives and to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The C.S.E.A. shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

Section 4. RIGHTS OF EMPLOYEES.

Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the C.S.E.A. without fear of coercion, reprisal or penalty from the C.S.E.A. or the Employer.

Employees may take an active role in the activities of C.S.E.A. without fear of any kind of reprisals from the Employer or its agents.

An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance proceeding with the exception that the employee must notify the C.S.E.A. so as to permit entrance, if so desired, to all such proceedings and must be informed of any decision surrounding the case.

Section 5. NO STRIKE CLAUSE

Pursuant to the intent and purpose of this Agreement to promote cooperation and harmonious working relations between the parties, and in recognition of the prohibitions contained in the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike, or to impose any obligation on any member to conduct, assist, or participate in such strike.

Section 6. NO LOCKOUT

Pursuant to the intent and purpose of this agreement to promote cooperation and harmonious working relations between the parties, in the event that labor/management strife occurs during the period of time after the expiration of this Agreement and prior to the execution of the successor Agreement, the City, its agent or representatives agrees that the employees covered under the bargaining unit shall not be locked out.

Article II: MANAGEMENT RESPONSIBILITIES

The City of Jamestown retains the sole right to manage its business affairs 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 in operating its businesses and services and the control of the buildings, real estate, materials, parts, tools, machinery and all the 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 in this agreement; to maintain order and efficiency in all its departments and operations; including the right to discipline, suspend and discharge employees for cause, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to make reasonable work rules which shall not be inconsistent with this Agreement, to determine the schedules 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 pf matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority the Employer had prior to entertaining this Agreement are retained by the Employer, except as expressly and specifically abridged, granted or modified by this Agreement.

Article III: COMPENSATION

Section 1. WAGE SCHEDULE.

The employees represented by the Association shall be compensated in accordance with the wage schedules as shown in Schedule A, which is attached hereto and made a part of this Agreement. This schedule represents the following wage increases

0% effective January 1, 2012

0% effective January 1, 2013

0% effective January 1, 2014

1.0% effective July 1, 2015

2.0% effective January 1, 2016

2.25% effective January 1, 2017

2.25% effective January 1, 2018

Each Union member will receive in July 2015 a one time payment of Five Hundred Dollars ($500.00) representing a ratification bonus.

Section 2. STEP INCREMENTS.

For all employees hired after 6/18/01, employees paid at a rate below that of the maximum for their classification may be advanced to the higher rates within the schedule as

recommended by the Department Head based on the employee's manner of performance and length of service. An employee who has completed twelve (12) months of service shall receive the next step increment. Subsequent step increments shall be granted every two (2) years on the anniversary date of the employee's first step increase.

Employees denied a step increase shall be given the reason in writing with the right to use the grievance procedure. The burden of proof shall be upon the Employer.

Section 3. RATE DIFFERENTIALS.

Rate differentials for employees who are scheduled to work on the evening and night shift shall be paid additional compensation above their normal hourly rates for their title according to the following:

Shift	Additional Payment
Evening (3 PM – 11 PM)	$.45 per hour
Night (11 PM – 7 AM)	$.45 per hour

The rate differential shall apply to those who are scheduled to work fifty (50%) percent or more of their time other than day shift hours.

Any employee who is normally scheduled to work from 3 PM to 11 PM or 11 PM to 7 AM and is receiving the aforementioned allotment will receive said allotment for any paid leave of absence (vacations, sick days, holidays, bereavements days, etc.)

(b) In titles and grades that do not rotate shifts, shift preference shall be decided by seniority.

Section 4. HOURS OF WORK.

(a) Salaried Employees. The normal scheduled workweek for salaried employees is thirty-seven and one-half (37½) hours divided into five (5) days equally.

(b) Hourly Employees – Hourly employees are distinguished in the compensation schedule by having only the hourly rate listed. The normal scheduled workweek for hourly employees who are represented by the Association is forty (40) hours divided into five (5) days of eight (8) hours each.

(c) Full Time Employees – Full time employees are those employees who are normally scheduled to work a minimum of thirty (30) hours per week.

Section 5. OVERTIME.

(a) All salaried employees shall be paid at a rate of one and one-half (1½) times their hourly rate of pay for all hours worked in excess of forty (40) hours per work week.

(b) Hourly employees who are required to work overtime shall be paid one and one-half (1½) times their hourly rate of pay for all hours worked in excess of eight hours per day or forty (40) hours per work week. Employees shall not be paid both weekly and daily overtime for the same hours.

(c) Paid holidays, schedule vacation days and personal leave days will be counted as time worked in the computation of overtime.

(d) Preference shall be given to regular full time employees to work overtime and holidays.

Section 6. COMPENSATORY TIME.

Unless so notified and subject to the provisions of Paragraph (b) below:

(a) All salaried employees shall be given their choice of compensatory time or pay at straight time for all hours worked between the regular thirty-seven and one-half (37½) and forty (40) hours within the work week. If the employee elects to receive pay at straight time, the hours may be banked until the end of the year and paid at that time at the same rate at which the compensable time was earned.

(b) Effective January 1, 1981, if so desired, any salaried employee who has accumulated over thirty-seven and one-half (37½) hours in compensatory time shall be paid for all hours worked between thirty-seven and one-half (37½) and forty (40) hours in a work week at his or her normal hourly rate.

(c) All accumulated overtime prior to January 1, 1981, shall be used as time due only after other accumulated time has been exhausted.

(d) Upon retirement or termination, employees shall be paid in cash for the monetary value of accumulated overtime.

Section 7. SCHEDULING.

Prior to changing an employee's shift, the Employer shall give as much notice as possible, except in the case of an emergency.

Section 8. CALL BACK TIME.

Any hourly or salaried employee who has left the premises and is called back to work after completing his regularly assigned shift shall be assured a minimum of three (3) hour pay.

Employees called back for reasons other than regular work shall be assured a minimum of one (1) hour's pay or whatever time is greater.

Section 9. STARTING RATE FOR NEW EMPLOYEES

New employees will be paid the starting rate of the position to which assigned in accordance with the Compensation Schedule attached hereto and made a part of this Agreement. Exceptions may be those employees with experience and/or training over and above that required for the starting rate, and may be paid at a rate above the starting rate subject to the approval of the Department Head and the Mayor and/or the Mayor's Representative.

Section 10. PROMOTIONS.

An employee promoted to a position having a higher salary schedule will be entitled to be paid at the minimum of the new schedule or a rate one step above his current rate, whichever is higher.

Section 11. DEMOTIONS.

Employees demoted for any reason to a job having a lower salary schedule than the job from which demoted shall be paid their own rate of pay or the maximum of the salary range to which demoted, whichever is lower. In no event shall an employee be paid higher that the maximum of the salary range for the position to which assigned. If an employee is demoted, he shall have the right to use the grievance procedure to determine whether his or her demotion was justifiable.

Section 12. TEMPORARY ASSIGNMENT TO HIGHER POSITION.

When an employee temporarily performs work in a higher class of position, such employee shall receive the entrance rate of that class or one (1) step above the present rate, whichever is higher, while so assigned.

Such temporary assignment of a higher class position to qualify for a higher rate of pay shall be regular and continuous in character for a period of two (2) or more consecutive work days.

The purpose of Section 12 of Article III shall not be defeated by the assignment of such higher position work to successive employees.

Payment for rate shall be made for all time worked in such classification or position for that temporary assignment.

Section 13. LONGEVITY ALLOWANCE.

(a) Longevity allowances shall be paid to all eligible full-time employees in accordance with the following longevity schedule:

5 years	$865.00
10 years	$975.00
15 years	$1075.00
20 years	$1175.00
25 years	$1225.00
30 years	$1275.00

(b) Computation of longevity increments shall commence with the first pay period following the employee's anniversary date of hire.

Payment of the longevity allowance as computed in accordance with this Section shall be paid as a separate check the first pay period in December.

Section 14. JOB RECLASSIFICATION.

In the event that any jobs are reclassified by the Jamestown Civil Service Commission or other legally empowered regulatory agency, such reclassification shall not result in a reduction in the affected employee's rate of pay.

Article IV: HOLIDAYS

Section 1. LEGAL HOLIDAYS.

(a) The following days are deemed to be holidays for employees represented by the Association:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Labor Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Columbus Day	New Year's Eve (1/2 day)

(b) If any of the holidays listed in (a) above fall on a Saturday, the preceding Friday (and not such Saturday) shall be observed as the holiday, except for those employees who are required to work on Saturday.

(c) If any of the holidays in (a) above fall on Sunday, the following Monday (and not such Sunday) shall be observed as the holiday, except for those employees who are required to work on Sunday.

(d) If two (2) holidays fall on the same day, the employees shall be granted the first working day before or the first working day after the holiday in lieu of one of the holidays.

(e) Holidays will be considered for the actual 24 hours of the given holiday.

Section 2. ELIGIBILITY.

To be eligible for holiday pay as defined in this Article, and employee must:

(a) be employed on a regularly scheduled basis;

(b) have worked the scheduled day before and the scheduled day after the holiday except when on approved sick leave, vacation or bereavement days;

(c) new employees must have completed three (3) months of service.

Section 3. PAY FOR HOLIDAYS NOT WORKED.

(a) Salaried Employees. Eligible full time salaried employees shall be paid at the rate of seven and one-half (7½) times their hourly rate for the holiday defined above.

(b) Hourly Employees. Eligible full-time hourly employees not required to work the holiday shall be paid at a rate of eight (8) times their base hourly rate for the holidays as defined above.

(c) Part-time Employees. Part time employees not required to work the holiday shall be paid at the rate considering the average hours worked in the pay period in which the holiday occurred times their normal hourly rate.

Section 4. PAY FOR HOLIDAYS WORKED.

(a) Salaried Employees. Salaried employees who are required to work holidays, shall be paid at the rate of double time for all hours actually worked that day for four (4) family holidays: Christmas Day, Thanksgiving Day, July 4th and Labor Day. The remaining nine and one-half (9½) holidays shall continue to be paid at the rate of one and one-half (1½) times the regular rate for all hours actually worked.

CSEA members assigned to the Police Department shall have the option of receiving holiday benefits as follows:

1. Receive all holidays off.
2. Employee may elect to work up to seven (7) holidays. Payment for those holidays

worked shall be as follows:

a. pay at time and one-half (1½) for each hour actually worked;

b. compensatory time at the rate of one and one-half (1½) hours for each hour actually worked.

3. Employees shall notify their supervisor of their request to work a holiday at least ten (10) days prior to the said holiday. Approval to work the holiday shall be at the discretion of the supervisor.

4. Payment for holidays worked shall be included in the next scheduled bi-weekly pay after the holiday.

5. Salaried employees and other CSEA members assigned to the Police Department required to work those holidays listed in Section 1(a) above shall receive their regular compensation for the holiday as defined in Section 3(a) above. In addition they shall be entitled to receive one (1) of the following options:

a. Pay at the rate of their regular hourly pay for all hours worked; or

b. Compensatory time earned at the rate of one (1) hour for each hour worked.

Compensatory time shall be mutually scheduled by the employee and the Department Head considering the scheduling requirements of the department as well as the preference of the employee.

(c) Hourly employees.

FULL-TIME: Eligible full time hourly employees required to work on those holidays listed in Section 1(a) above shall be compensated at a rate of time and one-half (1½) multiplied by their hourly rate of pay for all hours worked. In addition, they shall receive their regular compensation for the holiday as defined in Section 3(b) above.

PART-TIME: Eligible part-time hourly employees required to work on those holidays listed in Section 1(a) above shall be compensated at the rate of time and one-half (1½) multiplied by their hourly rate of pay for all hours worked. In addition, they shall receive pay as determined by using the formula on Section 3(c) above.

Article V: VACATIONS

Section 1. FULL-TIME EMPLOYEES.

Full-time employees hired after January 1, 1991 shall be granted vacation leave as follows:

Length of continuous service	Vacation
1 year	1 week
2 years	2 weeks
7 years	3 weeks
15 years	4 weeks
20 years	5 weeks

Section 2. PART-TIME EMPLOYEES

All regular part-time employees who have been continuously employed by the City for a period of one (1) year shall receive one-half (1/2) of the vacation time allocated for full time employees.

(a) A vacation "day" for part-time employees shall be one-half (1/2) the normal workday of full-time employees in their department. This provision shall not include "casual employees", who, for the purposes of this Section shall be defined as On-Call Matrons.

Section 3. COMPUTATION OF VACATION LEAVE.

In computing the above entitlement, the date that the employee commences his duties shall be the starting date.

(a) All vacation time shall be accrued on the employee's anniversary date of hire.

(b) A vacation list shall be prepared and approved by the head of the department on or before March 1, yearly.

(c) All vacation leave shall be scheduled with particular regard to the seniority of the employees.

Section 4. VACATION PAY ADVANCE.

Vacation pay shall be paid to the employee in advance of his vacation upon the employee's request in writing to the immediate supervisor at least two (2) week in advance of the vacation period.

Section 5. VACATION LEAVE AT THE TIME OF RETIREMENT AND/OR LAYOFF.

An employee shall be paid in cash at the time of retirement and/or layoff from employment pursuant to the provisions of the Civil Service Law of the State of New York for the monetary value of the unused vacation time to the credit of such employee at the time of his retirement; in the event of layoff, such payment will be made to the employee; in the event of death while employed, such payment will be made to the employee's designated beneficiary.

Section 6. VACATION SELL-BACK.

All employees who have completed five (5) years of continuous service and over, shall be permitted to sell back to the City one (1) week of their allotted vacation at straight time. Employees who elect to use this option are asked to make their desires known at the time vacation time is scheduled.

Employees who have reached the maximum vacation allotment shall be permitted to sell back to the City up to two (2) weeks of the allotted vacation time at straight time.

Article VI: SICK LEAVE

Section 1. SICK LEAVE ACCRUAL.

(a) All full-time employees and part-time employees shall be entitled to sick leave with pay. Sick leave shall accrue at the rate of one (1) day for each calendar month of the year. A sick leave "day" for part-time employees shall be one-half (1/2) the normal work day of full time employees in their department. This provision shall not include "casual employees", who, for purposes of this Section shall be defined as On-Call Matrons.

(b) Probationary employees shall accumulate sick leave at the rate of one (1) day per calendar month of service but will not be eligible to use sick leave until he or she has completed six (6) months of continuous service.

Section 2. SICK LEAVE USAGE.

(a) The sick leave herein provided for shall be cumulative for any number of years from January 1, 1945. No employee shall be entitled to use more than one hundred fifty (150) working days sick leave pay within one calendar year. However, the limitation of 150

working days per year shall be waived upon the employee providing doctor's certification of extended illness.

(b) When on sick leave, an employee must submit a doctor's certificate, except as follows: regardless of other provisions to the contrary, an employee taking time off on sick leave may take up to six (6) days, or six (6) nights, or any combination of days or nights not to exceed a total of six (6) days in one (1) calendar year, without furnishing a doctor's certificate. Any employee abusing these sick leave provisions shall be subject to discipline.

(c) For the purpose of this provision a sick leave lasting one (1) or more consecutive days for the same illness shall count as one (1) day.

(d) Any employee who is ill shall notify his supervisor as early as practicable so that the necessary relief employee may be called. The employee will state when he expects to return to work.

(e) Employees off work due to doctor's appointments, personal business in the nature of involving appointments with attorneys, appearing in court, may deduct this time from any sick leave time they have accumulated. This time may be used in minimum increments of one (1) hour or more.

Section 3. SICK LEAVE AT LAYOFF.

Employees with two (2) years or more service will be allowed to use up to two (2) weeks of accumulated sick leave at the time of layoff.

Section 4. SICK LEAVE BONUS.

The calculation period for sick time bonus shall be the calendar year ending December 31 of each year.

(a) An employee who has not used any sick leave during the previous twelve (12) months shall receive a total bonus of four hundred ($400.00) dollars.

(b) Any employee who has not used any sick leave during any quarter shall receive one hundred ($100.00) for that quarter. Quarters shall be January 1st through March 31st,

April 1st through June 30th, July 1st through September 30th, and October 1st through December 31st.

(c) All bonuses will be paid no later than January 15th of the following years.

(d) Part time workers (those working less than 30 hours per week) are not eligible for sick leave bonus.

Employees who retired prior to December 31st of any year who, at the time of their retirement, would otherwise be entitled to a payment as hereinbefore provided, shall receive a payment pro-rated to the nearest calendar quarter.

Article VII: LEAVES OF ABSENCE

Section 1. BEREAVEMENT DAYS.

In the event of a death in the immediate family, a full time and part time employees shall be granted a paid leave of absence for a period not to exceed three (3) working days for the purpose of planning or attending the funeral. A bereavement "day" for part-time employees shall be one-half (1/2) the normal workday of full-time employees in their department. For the purpose of this agreement the immediate family shall be defined to include: spouse, children, step-children, mother, father, step-mother, step-father, sister, brother, grandparent, grandchild and any in-law.

Any other requests for funeral leave shall be directed to the employee's immediate supervisor and granted at his/her discretion.

This provision shall not include "casual employees", who, for the purposes of this Section shall be defined as On-Call Matrons.

Section 2. EXTENDED LEAVES OF ABSENCE.

Regular full-time employees shall be granted up to six (6) months leave of absence, without pay, upon the submission of a physician's certification of illness requiring said leave, to the employee's supervisor. If the affected employee's condition persists he will be granted additional leave without pay up not to exceed another six (6) month period. This additional leave may be procured by meeting the requirements mentioned above. Sick employees shall not forfeit any rights or benefits by reason of said leave of absence for illness. Maternity leaves shall be granted in accordance with applicable laws.

Section 3. EDUCATIONAL LEAVES OF ABSENCE.

A regular full-time employee who has had continuous service with the City for at least one (1) year may be granted, in the sole discretion of the Employer, a leave of absence to pursue a course of study in furtherance of his work for a period not to exceed one (1) year. The leave must be requested in writing with sufficient time in advance to permit the employer to find an adequate replacement.

Section 4. PERSONAL LEAVE.

(a) Effective January 1, 2001, three (3) personal leave days shall be granted to each employee during each calendar year.

(b) Personal leave days shall not be cumulative.

(c) A new employee shall be granted one day of personal leave after six (6) months of service. Thereafter shall be granted in accordance with paragraph (a) above.

Article VIII: INSURANCE

Section 1. GROUP INSURANCE.

All full-time CSEA employees, as defined in Article XII GENERAL PROVISIONS, Section 16(c), shall be covered under the hospitalization, medical, dental, vision and prescription insurance programs of the City of Jamestown. These benefits are outlined fully in a Plan Document available in the Director of Human Resources Office, and are the minimum benefits provided by the employer. CSEA bargaining unit employees will become eligible for coverage on the first day of the month following thirty (30) days of service.

Deductibles:

Effective January 1, 2018 deductibles will be as follows:

Individual	$200.00/year
Family Maximum	$400.00/year

Employees Monthly Contribution:

Effective July 1, 2015, all employees will pay 19% of the healthcare coverage for single or family coverage to include any and all costs associated with such coverage including but not limited to medical, dental, vision, prescription, reinsurance or administrative costs.

Effective 2016, a voluntary Health and Wellness Program (Good Life Program) shall go into effect. If an active employee or retiree participates in the Good Life Program, the premium will remain at 19% of the cost of healthcare coverage effective for the duration of the calendar year. If an active member or retiree either elects not to participate in the wellness program and/or fails to complete the steps within the required time frames as outlined in Appendix A, the employee or retiree will pay 26% of the premium.

Effective 2017, if an active employee or retiree participates in the Good Life Program, the premium will be 20% of the cost of healthcare coverage effective for the duration of the calendar year. If an active member or retiree either elects not to participate in the wellness program and/or fails to complete the steps within the required time frames as outlined in Appendix A, the employee or retiree will pay 27% of the premium.

Prescription Co-payment

Effective July 1, 2015, the prescription co-pays will be as follows:

$7.00 generic
$25.00 formulary
$40.00 non-formulary

Effective January 1, 2017, and thereafter, the prescription co-pays shall be as follows:

$7.00 generic
$35.00 formulary
$50.00 non-formulary

The cost for a maintenance drug (60 day supply) prescription will be one and one-half times the above-stated amounts. The cost for a mail order prescription (90 day supply) will be two times the above stated amounts.

All premiums, Medical and Dental, paid by the employee, will be converted to pre-tax dollars under Section 125 of the Internal Revenue Service Law, at no cost to the employee, unless the employee has signed a stipulation not wanting such conversion.

Dental Coverage:

The City of Jamestown will provide a Dental Insurance program for each full-time employee as outlined in the City of Jamestown's Health Care Plan.

A copy of the City of Jamestown's Health Plan
is available in the Human Resources Office.

Section 2. ELIGIBILITY FOR INSURANCE.

To be eligible for insurance, full-time employees must have completed ninety (90) days of employment at which time the employee will be eligible the first of the month following the completion of ninety (90) days.

Employees transferring from part-time to full-time employment wishing to be eligible for participation in group health and/or dental insurance, must have completed the equivalent of ninety (90) days while working as part-time employees. If an employee has the equivalent of ninety (90) day prior full-time status, the employee will be eligible for insurance coverage on the first of the next following month. Any employee failing to have completed the ninety (90) day equivalent prior to full-time status will be given credit on a pro-rated basis and upon completion of the equivalent of ninety (90) days will be eligible for insurance coverage on the first of the next following month.

Spouses in the bargaining unit being carried as a dependent shall, upon any change in their marital status automatically have the insurance coverage in their own name for family or individual status, at their choice.

Section 3. RETIRED EMPLOYEES.

Effective January 1, 1987, employees who retire under New York State Retirement will be eligible for continuation of the same health and dental insurance plans received as an active employee provided that they continue to pay the same amount, if any, toward premium(s) as active employees are required to pay. Upon the death of the retired employee, the spouse may continue coverage until the death or remarriage provided the employee share of premium(s), if any, are paid. If a retiree is covered by another equivalent health insurance plan, they will not be eligible for coverage under the City plan. If the other coverage is discontinued, a retiree may opt for coverage under the City plan, unless they are covered by a governmental plan such as Medicare, V.A., etc.

A retired employee shall be defined as one qualified to retire in accordance with the provisions of the New York State Employee Retirement System.

Retired employees and/or eligible dependents who are not eligible for Medicare benefits shall be covered on the same basis as active employees. Retired employees and/or a spouse eligible for Medicare shall be eligible for Supplemental 65 Benefits in lieu of all other benefits under the insurance program provided by the City.

Effective as of December 20, 2004 employees retiring from city employment may continue in the city healthcare plan retaining the coverage for themselves and those individual family members that were covered as of the employee's last day of employment, providing premiums, as set forth below, are paid. If a retiree's spouse and dependents are covered by the healthcare plan, upon the death of a retired employee, such spouse and dependents of the deceased retiree may continue to participate in the aforementioned health and dental insurance plans provided such spouse continues to pay the appropriate premium as specified below.

Employees will make payment for healthcare coverage during retirement as follows:

a. Those with less than ten years of service may not continue in the city healthcare plan except for COBRA benefits

b. Those with ten (10) years of service may continue in the city healthcare plan providing they pay 30% of the cost of such plan

c. Those with fifteen (15) years of service may continue in the city healthcare plan providing they pay 25% of the cost of such plan

d. Those with twenty (20) years of service may continue in the city healthcare plan providing they pay 20% of the cost of such plan

e. Those with twenty five (25) years of service may continue in the city healthcare plan providing they pay 15% of the cost of such plan.

f. However, no retiree will pay less than active employees but will pay according to the above table (a-e) or what active employees pay whichever is greater.

All employees hired after January 1, 2015 will be eligible for continuation of health insurance benefits upon retirement from the City of Jamestown only until the date they become eligible for Medicare benefits.

Article IX: RETIREMENT BENEFITS

Section 1. CONTRIBUTIONS.

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

(Note: As of October 1, 2000, Article 14 and Article 15 were amended to eliminate the 3% employee contribution on gross pay after ten years of service.)

Section 2. SICK LEAVE ACCUMULATION

Employees shall be entitled to take all accumulations of sick leave with pay as provided under Article VI, but not to exceed one hundred twenty-five (125) working days at the time of retirement from employment pursuant to provisions of the Civil Service Law.

Employees with thirty (30) or more years of service, even when not eligible for retirement at the time of their separation, shall be entitled to take all accumulations of sick leave with pay as provided under Article VI, but not to exceed eighty-five (85) working days.

Section 3. DEATH BENEFIT

Any death benefit provided for an eligible member or his/her beneficiary shall be in accordance with the language of the New York State Retirement System, dependent upon the Tier under which said employee falls.

Section 4. CAREER LONGEVITY.

Employees who express a desire to retire and who give the City one year's advance notice shall receive career longevity payments as follows:

Effective January 1, 2000 – seventy ($70.00) dollars per bi-weekly pay for a total of $1,820.00/year.

Article X: GRIEVANCE PROCEDURE

Section 1. APPLICATION.

A grievance may be filed by an employee with regard to the application or interpretation of this agreement in accordance with the following procedure.

Section 2. FILING TIME.

An alleged violation of the application or interpretation of this Agreement must be filed within ten (10) working days from the time of the alleged occurrence. A grievance not so filed will be determined to have been waived.

Section 3. PROCEDURE.

STEP ONE. An employee who has a grievance arising from application or interpretation of this Agreement shall present the claim promptly, in writing, to his/her supervisor, for discussion. This discussion will be completed within three (3) working days, excluding Saturdays and Sundays, after the grievance is presented. The supervisor will respond, in writing, within five (5) working days, excluding Saturdays and Sundays, after completion of the discussion.

STEP TWO. If the grievance is not resolved in Step One, it shall be presented in writing to the Department Head within three (3) working days excluding Saturdays and Sundays of the supervisor's response. Written presentation to the Department Head will include the name and title of the aggrieved party, the violation of the labor agreement by section number, the time and place where the alleged event(s) or condition(s) constituting the grievance occurred, the identity of the person responsible for causing the said event(s) or condition(s) and a general statement of the nature of the grievance and redress sought by the aggrieved party, to be answered within five (5) working days.

STEP THREE. If the grievance is not resolved in Step Two is shall be referred in writing, by the Union Representative, within ten (10) working days of the Department Head's response, to the Mayor's representative. The Mayor's representative shall, within ten (10) working days, schedule a meeting with the grievant and the grievant's Union Representative(s).

(a) After the Step 3 meeting, either party may, within five (5) working days, request that the matter be referred to Mediation. In Mediation a mutually agreed upon third party will attempt to assist the parties in resolving their conflict. The mediation shall take place within ten (10) working days of the request for mediation. The recommendations of the mediator shall in no way be binding upon the parties or preclude the process to Step 4.

(b) If mediation is not requested, the Mayor's representative shall render his decision in writing no later than ten (10) days following the meeting at Step 3.

(c) If mediation is requested and a settlement is not reached, the Mayor's representative shall render a decision in writing not later than ten (10) working days following the mediation session.

Paragraph (a) shall only be effective during the duration of the agreement.

Step 4. BINDING ARBITRATION

If the grievance is not resolved satisfactorily at Step 3 of the grievance procedure either party may submit the grievance to binding arbitration within ten (10) working days of receipt of the answer at Step 3.

The parties agree that when a grievance is moved to the point of arbitration, the parties shall then utilize the list from the Public Employment Relations Board to resolve the grievance. All costs associated in the arbitration of the grievance shall be borne equally between the parties. The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement.

1.) The time limits in the procedure may be extended by mutual agreement, in writing.

2.) For the purpose of this definition, days shall not include Saturday, Sunday or holidays.

3.) In the case of a group, policy or organization type of grievance, the grievance may be submitted directly to the Department Head by the Association.

4.) Any step of the grievance procedure may be by-passed by mutual agreement in writing.

Section 4. NON-COMPLIANCE.

In the above process, any grievance not referred to the next step within the stated time limits will be considered closed. Likewise, if the administration does not answer the aggrieved as to its decision at any step of the grievance procedure within the prescribed time limit, the grievance will be considered in favor of the aggrieved.

Article XI: SENIORITY AND LAY-OFF

Section 1. SENIORITY.

1. Seniority is defined as the length of continuous service within the bargaining unit.

2. The seniority of employees who are in the employ of the City as of the effective date of this Agreement shall be determined as follows:

   (a) An employee who is a full-time employee and who has been a full-time employee throughout his continuous service with the City since his last date of hire shall have full-time seniority beginning as of his last date of hire as a full-time employee, including those periods required to be treated as continuous service according to Civil Service Law.

   (b) An employee who is a part-time employee and who has been a part-time employee throughout his continuous service with the City since his last date of hire, shall have part-time seniority beginning as of his last date of hire as a part-time employee, including those periods required to be treated as continuous service according to Civil Service Law.

   (c) An employee who is a full-time employee but has also been a part-time employee during his continuous service with the City since his last date of hire, shall have full-time seniority beginning with a date to be determined as follows:

      (1) Full credit will be given for all past full-time service since his last date of hire.

      (2) Credit for past part-time service since his last date of hire as of January 1, 1965, will be given by regarding 1950 hours as one (1) year of full-time service and granting credit for actual hours worked in proportion thereto.

      (3) The number of years, months an days of past service shall be credited to the employee's seniority. The resulting date will be treated as the employee's "last date of hire" for all seniority provisions of this Agreement.

   (d) An employee who is a part-time employee but has also been a full-time employee during his continuous service with the City shall have part-time seniority beginning with a date to be determined as follows:

(1) The most recent first day of full-time service prior to the current part-time service shall be determined.

(2) The seniority date shall be determined by the use of Article XI, Section 1(a) or (c), whichever is appropriate. The date shall be the employee's part-time seniority date.

(e) Temporary part-time employee shall mean one who is employed on a temporary basis, one who works at their convenience regarding days off, or one who works on-call only as needed as an extra.

(f) All temporary agency employees shall be laid off before any permanent appointed employee within the same lay off unit.

Section 2. LAY-OFFS.

1. For layoff purposes, seniority shall mean seniority, as defined in Section 1 of this Article, within the layoff units designated in Section 3 of this Article.

2. For layoff purposes, an employee's seniority shall determine the order to be followed, except that the department may retain an employee irrespective of seniority ranking who possesses an exceptional value to the department by reason of special knowledge, training, or ability to perform a particular job, providing the Department Head and Union Representative are mutually agreeable and providing this employee is doing the kind of work he is trained for.

3. If the procedure indicated in Paragraph 2 above of this Section is not utilized by either party, the following method of layoff shall be implemented: the employee with the least seniority within the layoff unit shall be the first to be removed until the total number of employees required to decrease forces has been eliminated. After the affected employee has exhausted seniority in his current classification, he shall exercise his seniority to displace any employee with lesser seniority that he in other position title or any position titles which he has previously held in the layoff unit in which he is currently employed.

4. If a non-competitive or labor class employee without the rights granted under Section 85 of the Civil Service Law is transferred from one layoff unit to another, he shall be allowed to retain his seniority and as a result, he will be dovetailed into the ranking established in the layoff unit to which he is transferred. The employer; however, shall allow the affected employee(s) to return to his/her former position, if said position is re-established,

before the employer utilizes outside sources to fill the position in question within a period of one (1) year.

5. If a competitive class, non-competitive class or laboring class employee with retention rights granted under Section 85 of the Civil Service Law is transferred from one layoff unit to another, his seniority shall be determined in accordance with the provisions of the Civil Service Law.

Recalls shall be in the inverse order of layoff.

Section 3. LAYOFF UNITS.

Clerical and Administrative Series
Senior Typist
Typist

Principal Clerk
Senior Clerk
Clerk

Accounting, Stores and Fiscal Series

Principal Account Clerk
Senior Account Clerk
Account Clerk

Senior Account Clerk Typist
Account Clerk Typist

Engineering, Inspection & Technical Group

Junior Civil Engineer

Traffic & Parking Division

Traffic Technician I
Traffic Technician II
Parking Meter Attendant

Labor & Trades Group

Senior Maintenance Mechanic
Maintenance Mechanic I
Maintenance Mechanic II

Section 4. LAYOFF OPTIONS/CONSIDERATIONS.

Any employee who is laid-off shall be afforded the following options and considerations:

(a) The employee shall be given at least two (2) weeks notification that his position is to be abolished;

(b) The employee will be given first consideration for any newly established or vacated position(s) for which he is qualified before any outside sources of manpower are utilized.

Section 5. DISCONTINUATION OF SENIORITY.

Seniority shall cease for any one of the following reasons:

(a) Justifiable discharge;

(b) Voluntary quitting (unless the employee is reinstated within the period specified by Civil Service Law.);

(c) Failure to report to work following a layoff or absence without cause within three (3) days after notice of return, by registered mail;

(d) Layoff in excess of one (1) year;

(e) Absence due to illness or injury in excess of one (1) year.

Section 6. MISCELLANEOUS PROVISIONS.

1. All time spent is classified service as defined in Section 40 of the Civil Service Law shall be considered as continuous service for the purposes of this Article.

2. If two or more employees are hired or appointed on the same date, the relative seniority shall be determined by a flip of a coin.

3. This seniority clause shall be subject to the applicable provisions of the Civil Service Laws, which may deal with the subject matter contained in this Article.

4. New employees hired provisionally for the Competitive Class Civil Service positions must be notified at the time of employment of the provisional nature of their appointment and scheduled for a test as soon as one is given. If the test is one not regularly scheduled, the Department Head will, within six (6) months after the employee's date of hire, take steps to request the examination through the Civil Service office.

Article XII: GENERAL PROVISIONS

Section 1. JURY DUTY.

In the event an employee is called for jury duty in the Courts of New York or of the United States of America, the employer will pay to such employee during the period of actual jury duty the difference between the then jury pay and such employee's regular pay. The employee must return to his scheduled work when not required to be on jury duty. The employee shall notify the Employer of call for jury duty as soon as he has been notified of such jury duty to enable the employer to obtain a replacement.

Section 2. BULLETIN BOARDS.

The Association shall have the right to post notices and communication on the bulletin boards maintained on the premises and facilities of the employer.

Section 3. ATTENDANCE AT BARGAINING SESSIONS.

The Employer agrees to permit up to four (4) members of the Association to be present during bargaining sessions without loss of pay from regularly scheduled work. Provisions of this Section are subject to work schedules of the department involved and no more than one (1) employee from any one (1) department shall be permitted to be absent for the bargaining sessions.

Section 4. TIME FOR C.S.E.A. BUSINESS.

(a) C.S.E.A. delegates from the Jamestown Unit shall be allowed up to sixty (60) work hours per annum without loss of pay to attend conventions, special meetings, seminars or any other functions or activities sponsored by the Chautauqua County Local 807 of the C.S.E.A. or the statewide C.S.E.A organization.

(b) Upon notification to the Department Head, a duly selected office of the City of Jamestown Unit C.S.E.A. or any employee serving on the grievance committee shall be granted a reasonable amount of time off without loss of pay for the investigation of claimed grievances and the processing of these grievances. The parties to this Agreement recognize that the primary mission of the City of Jamestown is to deliver services to the citizens of the City, and in recognition of that mission, the granting of time off for Union business shall not interfere with the delivery of the City's services.

(c) The President, Secretary or duly appointed steward of the Jamestown Unit of the C.S.E.A. shall be given reasonable time away from their work without loss of pay for C.S.E.A. business, such as posting union notices, investigation of grievances, etc.

(d) Employees serving on the Negotiating Committee of the Jamestown Unit of the C.S.E.A. shall be granted time off without loss of pay for the purpose of negotiations or other related activity.

Section 5. PERMANENT STATUS.

(a) All competitive class employees shall be afforded the protections of Section 75 of the Civil Service Law.

Any employee served with such notice shall be given the opportunity to reply and shall be afforded the right to use the grievance procedure as per contract.

Employees using the protection of Section 75 of the Civil Service Law will not be entitled to use the grievance and/or arbitration procedure.

(b) Those employees in a non-competitive or laboring class with six (6) months of service to the City of Jamestown shall not be dismissed or otherwise terminated or suspended without stating reasons for dismissal or other termination. Any employee with such notice shall be given the opportunity to reply and shall be afforded the right to use the grievance procedure as per contract.

(c) An employee shall not be disciplined for work related acts or omissions which occurred more than twenty-four (24) months prior to charges being served upon said employee unless the act or omission would constitute a criminal offense.

Section 6. SAVING CLAUSE.

(a) If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or local law; or, if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

(b) If a determination or decision is made as per part (a) of this Section, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement of such Article or part thereof.

Section 7. LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this Agreement which requires legislative action to permit its implementation by amendment of law or be provided additional funds therefore, shall not become effective until the appropriate legislative body approval.

Section 8. CHANGES TO TITLES.

Should any new titles be created or titles be realigned during the life of this Agreement, the City shall notify the unit president of the C.S.E.A. by letter stating the specific additions or changes it wishes to make. The unit president may then open such additions or changes to negotiations. Inclusion or exclusion from the bargaining unit shall be part of these negotiations should either party raise it as an issue.

Section 9. JOB POSTING.

Whenever a vacancy occurs so as to make a promotion possible, the employer shall post for a period of at least seven (7) calendar days, which shall include one (1) weekend, on its bulletin boards a notice of such opening(s) outlining specifications related to the job along with the name, location, description, qualifications and salary of job. A copy of all job vacancies shall be forwarded to the Union President and his or her designee.

Any interested employee shall be allowed to apply during the posting period on prepared forms, which shall be made available by the employer at the Personnel Office.

In the event of two (2) or more employees applying for a promotional position, the senior employee shall receive the promotion if she/he has the ability to do the work.

Section 10. CONFIDENTIAL AND MANAGERIAL EMPLOYEES.

Those employees who are excluded from the terms and conditions of this contract because they have been designated, as of January 1, 1977, as managerial or confidential personnel, shall remain outside the terms of this Agreement for the purposes of benefits herein. If the City of Jamestown wishes to place additional employees in positions of managerial or confidential personnel group, agreement will be obtained from the C.S.E.A. subject to Article XII, Section 6 of this Agreement.

Section 11. MEETINGS.

There shall be monthly C.S.E.A./Management meetings to discuss and resolve matters either party wishes to bring up. These meetings shall be held during working hours unless the parties mutually agree otherwise.

C.S.E.A./Management Committees shall meet to implement mutually agreed upon attendance control policies for City employees.

Section 12. WORKER'S COMPENSATION LEAVE.

Employees absent due to an on-the-job injury may elect to draw sick leave credits for all or part of their absence. Upon return to work, sick leave used shall be restored to the employee to the extent of the total award divided by his daily rate of compensation. All benefits and accruals shall continue for the duration of the leave.

Section 13. PERSONNEL HISTORY FOLDER.

(a) Upon five (5) days written request, an employee shall have the opportunity to review his or her personnel file in the event of a grievance investigation, without charge to his or her accrued time. This review must be in the presence of an appropriate official of the Personnel Department and, at the employee's option, in the presence of his or her union representative.

(b) Upon an employee's written request, a report of adverse work performance over three (3) years old shall be removed from the employee's personnel file.

Section 14. MILEAGE.

The mileage rate for those employees required by their supervisors to use their personal vehicles for the performance of their job duties on behalf of the City shall be reimbursed at the rate established by the City Council.

Section 15. PROBATIONARY PERIOD.

All new employees shall be on a three (3) month probation period. At the end of this period their performance will be evaluated and, if satisfactory, permanent status will be granted. In other cases the probation period may be extended for an additional three (3) months.

Section 16. DEFINITIONS

To better understand some of the terminology used throughout this Agreement, the following definitions are given for clarification purposes.

(a) A part-time employee is one who works 50% or less of the standard work week.

(b) A full-time employee is one who works more than 50% of the normal work week.

(c) Employees who work less than 30 hours per week on a normal basis are not eligible for medical insurance coverage.

(d) An "on-call" receptionist is not to be considered a part-time employee.

(e) Part-time employees, defined in (a) above, shall receive a proration of the normal fringe benefits of a full-time employee based on the hours worked, unless otherwise stipulated in this Agreement. Such benefits shall be calculated to the nearest hour.

Section 17. WELLNESS PROGRAM.

In an effort to encourage its employees to be more aware of their overall health, the City will establish, as part of its wellness program, the payment of twenty-five ($25.00) dollars toward a fitness program at either the Y.M.C.A. or J.C.C.

Section 18. UNIFORMS

Parking enforcement employees shall receive two additional uniforms for a total of three. Worn out uniforms will be turned in for replacement. A cleaning service will be selected and provided by the Employer for such uniforms.

In lieu of uniforms, Traffic Technicians will be provided a $200.00 clothing allowance.

Article XII: TERMINATION

Section 1. DURATION OF AGREEMENT.

This Agreement shall become effective January 1, 2012 and shall terminate December 31, 2018 and shall continue in effect for yearly period thereafter unless either party shall notify the other party, in writing no later than May 15, prior to the termination date as herein provided. It is agreed and understood that negotiations pursuant to the above notice shall commence no later than August 15 prior to such termination date.

Section 2. SUPERCEDING PROVISIONS.

The provisions of this contract shall supercede the provisions heretofore made and provided by the Employer, which are specifically covered herein. Matters that are not

CSEA CONTRACT
2012 - 2018 COMPENSATION
SCHEDULE

Clerical & Adminstrative Group

TITLE	YEAR	STEP 1	2	3	4	5	6
	2011	9.83	10.61	12.06	14.49	15.47	16.08
	2015	9.93	10.72	12.18	14.63	15.62	16.24
Typist	2016	10.13	10.93	12.42	14.92	15.93	16.56
	2017	10.36	11.18	12.70	15.26	16.29	16.93
	2018	10.59	11.43	12.99	15.60	16.66	17.31
	2011	10.39	11.31	12.89	15.52	16.63	17.30
	2015	10.49	11.42	13.02	15.68	16.80	17.47
Senior Typist	2016	10.70	11.65	13.28	15.99	17.14	17.82
	2017	10.94	11.91	13.58	16.35	17.53	18.22
	2018	11.19	12.18	13.89	16.72	17.92	18.63
	2011	9.00	9.75	11.20	13.40	14.33	14.90
	2015	9.09	9.85	11.31	13.53	14.47	15.05
Clerk	2016	9.27	10.05	11.54	13.80	14.76	15.35
	2017	9.48	10.28	11.80	14.11	15.09	15.70
	2018	9.69	10.51	12.07	14.43	15.43	16.05
	2011	9.80	10.65	12.22	14.67	15.75	16.39

Section 2. SUPERCEDING PROVISIONS.

The provisions of this contract shall supercede the provisions heretofore made and provided by the Employer, which are specifically covered herein. Matters that are not specifically covered herein and are the subject of provisions heretofore made and provided by the Employer shall continue in force and effect during the term of this contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, each by its duly authorized officials and representatives the day and year first written above.

JAMESTOWN UNIT 6305 OF THE
CIVIL SERVICE EMPLOYEES ASSOCAITION, INC.,
A.F.S.C.M.E. LOCAL 1000

7/15/15

DOMINIC LUNA, Labor Relations Specialist
CSEA

LISA VOLPE, President
C.S.E.A., JAMESTOWN UNIT 6305

CITY OF JAMESTOWN, NEW YORK

SAMUEL TERESI, Mayor
City of Jamestown

	2015	9.90	10.76	12.34	14.82	15.91	16.55
Senior Clerk	2016	10.10	10.98	12.59	15.12	16.23	16.88
	2017	10.33	11.23	12.87	15.46	16.60	17.26
	2018	10.56	11.48	13.16	15.81	16.97	17.65
	2011	12.35	14.22	17.12	18.47	19.21	19.92
	2015	12.47	14.36	17.29	18.65	19.40	20.12
Principal Clerk	2016	12.72	14.65	17.64	19.02	19.79	20.52
	2017	13.01	14.98	18.04	19.45	20.24	20.98
	2018	13.30	15.32	18.45	19.89	20.70	21.45
	2011	14.24	14.78	15.32	15.88	16.43	17.08
	2015	14.38	14.93	15.47	16.04	16.59	17.25
Admin. Asst. / Grants Coord.	2016	14.67	15.23	15.78	16.36	16.92	17.60
	2017	15.00	15.57	16.14	16.73	17.30	18.00
	2018	15.34	15.92	16.50	17.11	17.69	18.41
<u>Accounting, Stores & Fiscal Group</u>							
	2011	10.37	11.31	12.89	15.51	16.61	17.28
	2015	10.47	11.42	13.02	15.67	16.78	17.45
Account Clerk Typist	2016	10.68	11.65	13.28	15.98	17.12	17.80
	2017	10.92	11.91	13.58	16.34	17.51	18.20
	2018	11.17	12.18	13.89	16.71	17.90	18.61
	2011	12.35	14.22	17.12	18.48	19.15	19.88

	2015	12.47	14.36	17.29	18.66	19.34	20.08
Senior Account Clerk Typist	2016	12.72	14.65	17.64	19.03	19.73	20.48
	2017	13.01	14.98	18.04	19.46	20.17	20.94
	2018	13.30	15.32	18.45	19.90	20.62	21.41
	2011	12.80	14.76	17.83	19.20	19.88	20.67
	2015	12.93	14.91	18.01	19.39	20.08	20.88
Payroll Clerk	2016	13.19	15.21	18.37	19.78	20.48	21.30
	2017	13.49	15.55	18.78	20.23	20.94	21.78
	2018	13.79	15.90	19.20	20.69	21.41	22.27
	2011	9.24	9.95	11.41	13.72	14.69	15.29
	2015	9.33	10.05	11.52	13.86	14.84	15.44
Account Clerk	2016	9.52	10.25	11.75	14.14	15.14	15.75
	2017	9.73	10.48	12.01	14.46	15.48	16.10
	2018	9.95	10.72	12.28	14.79	15.83	16.46
	2011	13.11	14.33	16.56	20.01	21.57	22.43
	2015	13.24	14.47	16.73	20.21	21.79	22.65
Principal Account Clerk	2016	13.50	14.76	17.06	20.61	22.23	23.10
	2017	13.80	15.09	17.44	21.07	22.73	23.62
	2018	14.11	15.43	17.83	21.54	23.24	24.15
	2011	10.53	11.46	13.18	15.90	17.09	17.78

Senior Account Clerk	2015	10.64	11.57	13.31	16.06	17.26	17.96
	2016	10.85	11.80	13.58	16.38	17.61	18.32
	2017	11.09	12.07	13.89	16.75	18.01	18.73
	2018	11.34	12.34	14.20	17.13	18.42	19.15
Assessment Clerk	2011	11.09	12.08	13.85	16.64	17.87	18.60
	2015	11.20	12.20	13.99	16.81	18.05	18.79
	2016	11.42	12.44	14.27	17.15	18.41	19.17
	2017	11.68	12.72	14.59	17.54	18.82	19.60
	2018	11.94	13.01	14.92	17.93	19.24	20.04
Computer Service Specialist	2011	17.55	18.38	19.19	19.92	20.68	21.51
	2015	17.73	18.56	19.38	20.12	20.89	21.73
	2016	18.08	18.93	19.77	20.52	21.31	22.16
	2017	18.49	19.36	20.21	20.98	21.79	22.66
	2018	18.91	19.80	20.66	21.45	22.28	23.17
Crime Analyst	2011	15.23	15.83	16.47	17.11	17.81	18.52
	2015	15.38	15.99	16.63	17.28	17.99	18.71
	2016	15.69	16.31	16.96	17.63	18.35	19.08
	2017	16.04	16.68	17.34	18.03	18.76	19.51
	2018	16.40	17.06	17.73	18.44	19.18	19.95

Engineering, Inspection & Technical Group

Junior Civil Engineer	2011	19.53	22.66	27.56	30.05	31.21	32.41
	2015	19.73	22.89	27.84	30.35	31.52	32.73
	2016	20.12	23.35	28.40	30.96	32.15	33.38
	2017	20.57	23.88	29.04	31.66	32.87	34.13
	2018	21.03	24.42	29.69	32.37	33.61	34.90

Traffic & Parking Division

Parking Meter Attendant	2011	11.37	12.35	14.83	15.35	15.91	16.52
	2015	11.48	12.47	14.98	15.50	16.07	16.69
	2016	11.71	12.72	15.28	15.81	16.39	17.02
	2017	11.97	13.01	15.62	16.17	16.76	17.40
	2018	12.24	13.30	15.97	16.53	17.14	17.79
Traffic Technician II	2011	12.76	13.92	16.00	19.28	20.73	21.75
	2015	12.89	14.06	16.16	19.47	20.94	21.97
	2016	13.15	14.34	16.48	19.86	21.36	22.41
	2017	13.45	14.66	16.85	20.31	21.84	22.91
	2018	13.75	14.99	17.23	20.77	22.33	23.43
Traffic Technician I	2011	15.49	17.81	21.72	23.30	24.11	25.05
	2015	15.64	17.99	21.94	23.53	24.35	25.30
	2016	15.95	18.35	22.38	24.00	24.84	25.81
	2017	16.31	18.76	22.88	24.54	25.40	26.39
	2018	16.68	19.18	23.39	25.09	25.97	26.98

Labor & Trades Group

	2011	12.84	14.06	16.20	16.85		
	2015	12.97	14.20	16.36	17.02		
Maintenance Mechanic II	2016	13.23	14.48	16.69	17.36		
	2017	13.53	14.81	17.07	17.75		
	2018	13.83	15.14	17.45	18.15		
	2011	13.85	15.16	17.46	21.91	22.78	
	2015	13.99	15.31	17.63	22.13	23.01	
Maintenance Mechanic I	2016	14.27	15.62	17.98	22.57	23.47	
	2017	14.59	15.97	18.38	23.08	24.00	
	2018	14.92	16.33	18.79	23.60	24.54	
	2011	15.04	16.42	18.80	19.55		
	2015	15.19	16.58	18.99	19.75		
Senior Maintenance Mechanic	2016	15.49	16.91	19.37	20.15		
	2017	15.84	17.29	19.81	20.60		
	2018	16.20	17.68	20.26	21.06		
	2011	13.38	13.91	14.45	15.00	15.52	16.14
	2015	13.51	14.05	14.59	15.15	15.68	16.30
Equipment Maintenance Tech.	2016	13.78	14.33	14.88	15.45	15.99	16.63
	2017	14.09	14.65	15.21	15.80	16.35	17.00
	2018	14.41	14.98	15.55	16.16	16.72	17.38

APPENDIX A
HEALTH AND WELLNESS PROGRAM

The Good Life Program

The Good Life Program is a voluntary wellness program offered to the employees and retirees of the City of Jamestown. It is a three (3) step program.

For the calendar year 2016 if an employee/retiree participates in this three step program the employee/retiree will pay 19% of the plan premium for the calendar year. If an employee/retiree does not participate and/or does not complete the required steps within the established time frame, the employee/retiree will pay 26% of the plan premium.

In calendar year 2017 if an employee/retiree participates in the program the employee/retiree will pay 20% of the plan premium for the calendar year. If an employee/retiree does not participate and/or does not complete the required steps within the established time frame, the employee/retiree will pay 27% of the plan premium.

The adjustment for non-participation/non-compliance will occur as of April 1st .

The first two steps of The Good Life are:

Step 1 – Health Screening – height, weight, blood pressure, cholesterol and glucose

Employees/retirees may attend attend a Health Screening event (date and time to be determined) at the Municipal Building. Once a date and time has been selected, the employee/retiree must contact the City at 716-483-7610 to schedule a time.

OR

Employees/retirees may use the Physician Verification Form. Employees/retirees will need to schedule an appointment with their primary care physician to have the physician fill out the form. If an employee/retiree has seen their primary care physician between July 1st and January 1st , they do not need to schedule a new appointment. The employee/retiree may take the Physician Verification Form to the Dr.'s office and have the physician fill in the information required using the information they have on file from the visit in the last six months.

The employee/retiree is responsible to mail the original copy of the form to the address provided on the form to BlueCross BlueShield (BCBS).

Submitting the original form or a copy to the City will not satisfy this step.

PLEASE KEEP A COPY FOR YOUR RECORDS.

All of the information on the Physician Verification Form must be provided.

The health screening must be completed by March 31st . The form must be postmarked by March 31st.

Step 2 – Health Assessment

Please use the enclosed instructions to access the Health Assessment on line at bcbswny.com. The employee/retiree will need to register as a member and complete the Health Assessment.

The Health Assessment is a series of multiple choice questions about an individual's health. If an employee/retiree needs help with the Health Assessment an appointment can be scheduled with a City representative by calling (716) 483-7610. The City representative will help the employee/retiree complete the assessment. The employee/retiree may also call the number on the back of their BCBS identification card and a customer service representative will be happy to assist.

The Health Assessment will need to be completed by March 31st.

If the employee/retiree does not complete both of these steps the employee/retiree will begin paying the increased plan premium as of April 1st.

After completing the first two steps of The Good Life the employee/retiree will be contacted by BCBS to inform them if they must complete the third and final step of The Good Life program, Health Coaching. If the employee/retiree does have to participate in this step a BCBS Health Coach will contact you. Please see the enclosed information on Health Coaching.

You will have until July 31st to complete the Health Coaching.

If an employee/retiree is required to complete the third step and fails to do so the employee/retiree will begin paying the increased premium as of August 1st.

it's time to assess your health

Online health assessments help you understand your levels of health and fitness and how to improve them if necessary. Health assessments also help your doctor focus on your specific needs and provide targeted care.

Health assessments can:

- Identify potential health risks
- Provide you access to covered benefits (e.g., health coaching, health promotion programs)
- Help you to track personal goals online

Before you start:

1. Have your member ID card handy.
2. Ask your doctor for your cholesterol levels (total, HDL, and LDL) and blood pressure (not required, but helpful)
3. If you don't know an answer, don't guess – this can skew your assessment results.

Your health assessment provides an accurate reflection of your wellness level. You'll receive a personal scoring and information regarding your:

- Overall wellness
- Physical activity
- Tobacco use
- Dietary needs
- Blood pressure
- Mental health
- Cholesterol
- Stress level
- Weight
- Body mass index (BMI)

Information you provide through health assessments is confidential and is not shared with your employer. For more information about our privacy practices, visit bcbswny.com.

See the reverse side of this flyer for step-by-step instructions on how to take your health assessment.

healthy changes everything.

BlueCross BlueShield of Western New York

The Good Life℠

What you need to know about biometric screenings

- Hooper Holmes helps us conduct on-site biometric screenings.
- Please schedule your event no later than five weeks before the event date.
- Hooper Holmes will arrive one hour prior to the event time to set up.
- Screenings can be performed between 6 a.m. and 7 p.m. to accommodate multiple shifts.
- Hooper Holmes will assist with scheduling screenings. Paper and online scheduling is available.
- A registration table will be set up to assist employees entering the screening event. We can help staff the table, but ask that you also designate a team of employees to assist.
- We will ask for a site contact. After you schedule the screening date(s) Hooper Holmes will contact this person to make sure the event location is set up correctly.

Considerations for employees

- Employees should fast for eight hours prior to the screening. Water can be consumed.
- Please tell employees to bring their BlueCross BlueShield of Western New York member ID card. If they do not have their ID card, they can bring a valid photo ID.
- The following biometric measurements will be collected: height, weight, blood pressure, total cholesterol, LDL, HDL, triglycerides, and blood glucose.
- Screenings take approximately 10-15 minutes.

Physician Verification Form information

- Employees can use the Physician Verification Form (PVF) instead of participating in the on-site biometric screening.
- To use the PVF, employees must have their blood work completed six months prior to the Good Life program start date.
- The employee completes part 1 of the form; the employee's physician completes and signs part 2 of the form.
- We will give you PVFs to distribute to your employees.
- The employee or physician can return the PVF to BlueCross BlueShield.

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BlueCross BlueShield of Western New York

FOR EMPLOYER USE ONLY

A division of Blue Cross of Western New York, an Independent Licensee of the Blue Cross Blue Shield Association.

If you're new to *Online Services*:

1. Go to bcbswny.com and sign in.
2. Select *Member* from the *I am a* drop-down menu.
3. Click *Register Now* under the *Sign In* area.
4. Enter your identification number, group number, and member number.
5. Click *Continue With Registration*.
6. Fill in the required fields to complete your registration.

After you complete your registration, log into *My Access*.

To log in to *My Health*:

1. Go to bcbswny.com and sign in.
2. Click *My Health* under Health and Wellness.
3. Click *Know Your Health Status* under *Start Here*.

You'll need about 35 minutes to complete the survey.

After you've completed the survey, you will immediately receive your personalized profile. Review your profile and under *Start Here*, click *Take a Wellness Workshop*, *Tour My Wellness Website* to take full advantage of *My Health*.

Hint: You can add wellness workshops to your to-do list and track your progress.

bcbswny.com

BlueCross BlueShield of Western New York is a Medicare Advantage organization with a Medicare contract.
A division of HealthNow New York Inc., an independent licensee of the BlueCross BlueShield Association.
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say hello to your health coach

BlueCross BlueShield of Western New York health coaches are trained professionals who will help guide you to better health. Coaching takes place in person, over the telephone, or online.

Our health coaches are focused on getting and keeping you healthy

What a health coach can do for you:

- Actively support, encourage, and educate
- Help develop goals and plans of action
- Identify barriers to better health
- Show you how to manage and control chronic conditions
- Promote safe and healthy lifestyles

Frequently asked questions:

Is a health coach a physician?
No. Our health coaches are trained wellness professionals including registered nurses, nutritionists, social workers, respiratory therapists, health educators, and exercise physiologists.

Can a health coach prescribe medications?
No. Our health coaches cannot prescribe medications or provide physician referrals.

Will a health coach tell me what to do?
No. Our health coaches work with you to help you identify your wellness needs; however, you ultimately determine your goals. Our health coaches will provide you with the tools and resources you need to succeed.

Does a health coach have access to my medical records?
Our health coaches do not have access to your medical records or health information. However, it is recommended you share any health assessment results with your health coach, so he or she can help you create the most effective wellness plan possible.

To learn more about health coaching, visit **bcbswny.com** call 1-877-878-8785 and **select 2.**

A Medicare Advantage organization with a Medicare contract.
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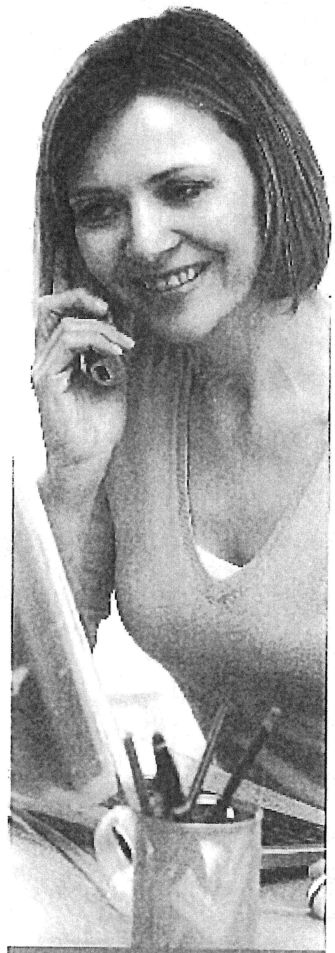

healthy changes everything.®

BlueCross BlueShield
of Western New York

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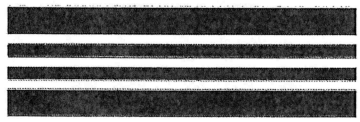

The Good Life Physician Verification Form

Instructions to complete this form:

1. Please complete all fields. Use blue or black ink. Print one character per box.
2. Do not send any additional information attached with this form.
3. You must complete and return the original form, postmarked by March 31, 2014 to the following address:
   BlueCross BlueShield of Western New York
   PO Box 80
   Buffalo, NY 14240-0080

   Forms faxed, e-mailed or hand delivered will not be accepted.
4. Please keep a copy of this form for your records.

1 — Subscriber Information

Please complete this form with your physician if you are not participating in a worksite health screening. Subscriber: If you have any questions please contact customer service at 1-800-544-2583.

Subscriber's Last Name | Subscriber's First Name | M.I.

Subscriber's ID | Suffix | Group Number | Date of Birth (MMDDYYYY)

Subscriber's Signature

2 — Physician Information

Your patient is part of a health plan that asks him/her to have a health screening and complete a Health Assessment. Please take a moment during the office visit to complete this form and return it to your patient. If you have any questions please contact Provider Service at 1-800-950-0051.

Health Screening Information

Please enter the following measurements for your patient. Measurements before July 1, 2013 are not permitted.

Height (inches) | Weight (pounds)

Blood Pressure: Systolic | Diastolic

Blood Sugar | Total Cholesterol | LDL | HDL

Attending Physician's Last Name | Attending Physician's First Name | M.I.

Attending Physician's Signature | Date (MMDDYYYY)

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CITY
OF
JAMESTOWN

OFFICE OF THE CITY CLERK/TREASURER
JAMES N. OLSON, DIRECTOR OF FINANCIAL SERVICES/CITY CLERK

SAMUEL TERESI, MAYOR

201506A05

BY COUNCILWOMAN ECKLUND:

WHEREAS, that City of Jamestown and the Civil Service Employees Association (CSEA), Local 1000, AFL-CIO through negotiations have arrived at the terms of a tentative agreement, and

WHEREAS, the City Council has, after much deliberation and discussion, considered all the terms contained within the tentative agreement, now; therefore, be it

RESOLVED, That the terms of the tentative agreement be, and hereby are, approved, and be it further

RESOLVED, That the Mayor be, and he hereby is, authorized to enter into a personnel agreement with the Civil Service Employees Association (CSEA), Local 1000, AFL-CIO, for the period covering January 1, 2012 through December 31, 2018, subject to the review and approval of the Corporation Counsel as to form.

Carried: 7 - 0

I, James N. Olson, City Clerk of the City of Jamestown, New York, do hereby certify that the above resolution is a true and correct copy of the resolution adopted by the City Council of the City of Jamestown at a special meeting held June 15, 2015.

James N Olson

June 16, 2015 James N. Olson, Director of Financial Services/City Clerk

200 EAST THIRD STREET • JAMESTOWN, NEW YORK 14701-5491 • 716.483.7612 • FAX 716.483.7502 • E-MAIL clerk@cityofjamestownny.com
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