



AGREEMENT


BETWEEN

COUNCIL 66 and its affiliated LOCAL UNION 418  
of the AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES. AFL-CIO

And

CITY OF JAMESTOWN, NEW YORK

January 1, 2019  
to  
December 31, 2021





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This agreement made effective as of the first day of January, 2019  
by and between:

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

and

**COUNCIL 66, and its affiliated LOCAL UNION 418,**  
**of the AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO,**  
hereinafter referred to as the "Union".

**WITNESSETH:**

**ARTICLE 1: PURPOSE AND INTENT**

Section 1: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and Employees of the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Section 2: 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 Union affirms that it does not assert the right to strike against the Employer, to assist to participate in any such strike, or to impose any obligation on any member to conduct, or assist or participate in any such strike.



## ARTICLE 2: RECOGNITION

Section 1: EMPLOYEES COVERED. As a result of petition filed by the Union following an election held November 1, 1967, City Council on November 14, 1967, recognized the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for all full-time employees in the Parks and Streets Departments identified by classification listed in Schedule "A" which is attached hereto and made a part of this Agreement.

Section 2: CHECKOFF OF UNION DUES.

- (a) The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues Form provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues and any additional deduction for any insurance or medical coverage.
- (b) Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.
- (c) Any employee who is not a union member will have deducted from their pay each pay period a fee equal to the amount of union dues.
- (d) The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union to conduct, or assist or participate in any such strike.
- (e) Revocation of authorization cards shall be subject to conditions contained thereon.
- (f) Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

### ARTICLE 3: MANAGEMENT RIGHTS

The normal functions of management and the direction of working forces including, but not limited to the hiring of employees, suspending, discharging or otherwise disciplining of employees, establishing reasonable rules and regulations, the scheduling of work, the determination of methods and means of operation, and the control and regulation and use of all equipment are exclusive functions of the City of Jamestown, provided, however that in the exercise of such functions, the City of Jamestown shall observe the provisions of this agreement and applicable state and local laws. If any added changes in work duties or classifications occur other than the current civil service classification description, the Union shall have the right to negotiate said changes.

The Rules and Regulations as established will be attached to this agreement by reference. Any new rule or regulation or changes made shall be subject to negotiation.

### ARTICLE 4: UNION REPRESENTATION

#### Section 1: DEPARTMENT STEWARD.

- (a) Employees in the Departments listed below shall be represented by one (1) steward who shall be a regular employee.
  - 1. Department of Public Works
    - (a) Streets Division
    - (b) Storm Sewer Division
    - (c) Maintenance Division
  - 2. Parks, Recreation and Conservation Department
    - (a) Parks Division

In the absence of the steward, an alternate may be appointed by the local President.

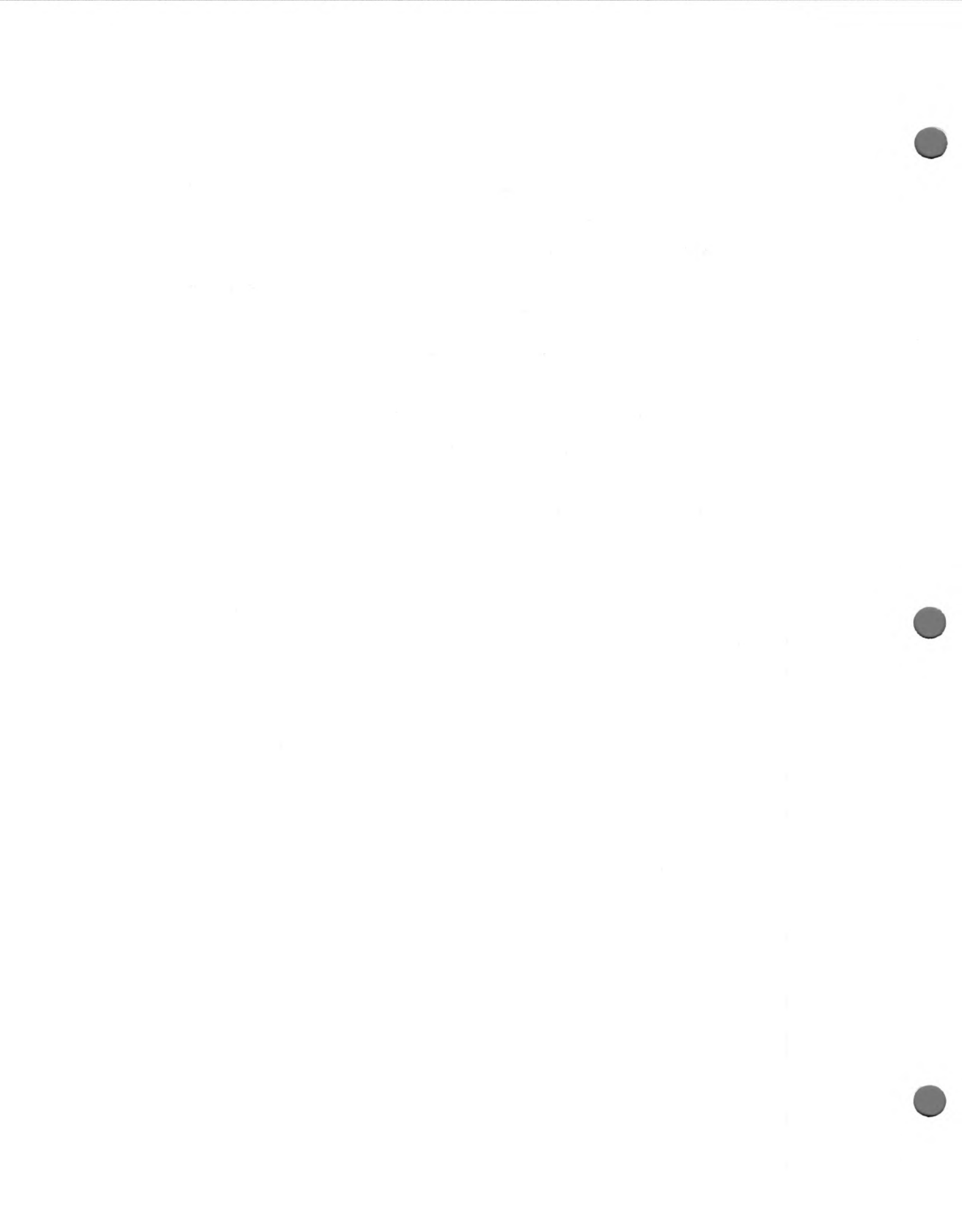
- (b) The steward will be permitted a reasonable amount of time during working hours, without loss of time or pay, to investigate and present grievances to the Employer, subject to the approval of the department supervisor, such approval shall not be unreasonably withheld.

- (c) The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.
- (d) The Employer agrees to permit representatives of the American Federation of state, county and Municipal Employees, AFL-CIO, or Council #66, to enter the premises of the Employer for the purpose of assisting in the adjustment of grievances or for investigation of complaints that the contract is being breached, provided the Union representative notifies the Department Supervisor.

Upon request the Union representative shall state the purpose of his visit. Except in emergency, arrangement shall be made in advance. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

Section 2: SPECIAL CONFERENCES. Special conferences for important matters will be arranged between the local president and the Employer, or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and Union representatives. The members of the Union shall not lose time or pay for time spent in such special conferences held during working hours. This meeting may be attended by a representative of the union council and/or a representative of the International Union. Members of the Union Negotiation Committee shall not lose time or pay for time spent in negotiations held during working hours.

The Union shall be limited to no more than four (4) members on the negotiating committee.



## ARTICLE 5: GRIEVANCE PROCEDURE

Section 1: Either party shall have the right to be heard on any grievance pertaining to the interpretation or application of this Agreement. The steps in the grievance procedure, unless otherwise mutually agreed to, shall be:

**Step One.** In the event a grievance arises in a department, it shall be taken up in writing within five (5) working days with either the Senior Civil Engineer (Streets Division), Parks Manager (Parks Department), or Equipment Manager (Equipment Maintenance Division) and the aggrieved employee. The Senior Civil Engineer, Parks Manager or Equipment Manager shall have ten (10) working days from the receipt of the grievance or following a meeting between the parties to provide a written answer to the grievance.

**Step Two.** If either no answer is provided or the grievance is not settled in the above step, it shall, within three (3) working days be presented to the department head. The department head and the Union's grievance committee shall attempt to resolve the matter through mutual cooperation and may meet to discuss the grievance. The department head will have ten (10) working days from the receipt of the grievance or following a meeting between the parties to provide a written answer to the grievance.

**Step Three.** In the event that such dispute is not then satisfactorily resolved within ten (10) working days, the matter may then be referred by either party to the Corporation Counsel. The Corporation Counsel will, if necessary, schedule a meeting with the Union and management. The Corporation Counsel will have ten (10) working days following a meeting with the Union and management to submit a written response. If no meeting is scheduled, the Corporation Counsel will submit a written response within thirty (30) working days of receipt of the written grievance from the Union. Finally, if the grievance is still unsettled, either party may within thirty (30) working days after the response of the Corporation Counsel is due, by written notice to the other, request arbitration.

**Step Four.** The New York state Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection. The parties shall within seven (7) work days of receipt of said list meet for the purpose of selecting the arbitrator by

alternating striking one name from the list until one name remains. All fees and expenses of the arbitrator shall be divided equally by the parties. In making his report, the Arbitrator will be required to observe the terms of this Agreement and shall not have the power to change, amend, add to or take away from the terms of this Agreement. If the Employer and the Union mutually agree, the Arbitrator may arbitrate more than one grievance.

Section 2: The Employer recognizes the right of an aggrieved employee to have up to two (2) members of the Union's Grievance Committee present during grievance hearings held under Step One and Step Two, and three (3) members of the Unions Grievance Committee present during the third step hearing.

These representatives shall be entitled to a reasonable period of time off, with pay, to be present at said grievance hearings. It is specifically understood and agreed between the parties that this time off with pay pertains solely to representation during grievance disputes and shall not apply to any period of time spent with reference to negotiation of contracts between the parties.

Section 3: If either party fails to meet the time limits set forth in Section 1, Step 3, the last stated position of the party against whom the time limits were violated will be considered the grievance's resolution by default. The time limits outlined in Section 1, may be extended by mutual agreement in writing. Any step of the grievance procedure may be bypassed or extended by mutual agreement in writing.

## **ARTICLE 6: DISCIPLINE AND DISCHARGE**

### Section 1:

- (a) The Employer agrees to promptly notify the steward of the department and the president of the Union, or his designee, in the event disciplinary action is to be taken against an employee of the department. Upon notification, the union may request the department head to arrange a meeting to discuss the pending discipline or discharge. If the department head is not available, the parties agree to meet and discuss the pending discipline or discharge.

- (b) The only procedure for taking disciplinary action or measures against any employees covered by this Agreement shall be as set forth in the following sections and shall, in addition, apply in lieu of Sections 75 and 76 of the Civil Service Law for the employees who would otherwise be covered by those Sections.
- (c) The employer agrees to notify the Union of the results of any disciplinary meeting held with an employee who waives Union representation.
- (d) The Director of Public Works will be responsible for informing employees of any disciplinary action they receive which involves an unpaid suspension from work.

Section 2: The employee involved may be present at either party's request. The department head will render a decision within five (5) working days.

Section 3: If the decision is not satisfactory to the Union, the matter may be referred to Step Three of the grievance procedure within five (5) working days of the receipt of the department head's decision. If an employee is disciplined or discharged in step Three of the Grievance Procedure, the City shall give an answer in writing within five (5) working days.

Section 4: An employee found to be unjustly suspended or discharged shall be reinstated with seniority rights and back pay for any or all time lost if so awarded in any step of the grievance procedure.

## **ARTICLE 7: SENIORITY**

Section 1: The Employer and the Union recognize the principle of seniority rights and have agreed that in the matter of lay-offs and rehiring seniority shall prevail.

- (a) Lay-offs. In the case of lay-offs, all funded Federal or State aided programs employees, probationary employees, seasonal employees, and temporary employees will be laid off before permanent employees. In the event it is necessary to layoff employees, the Employer shall forward a list of those employees being laid off to the Union Secretary on the same date that the notices are issued to the employees.

The employer shall give forty-five (45) days notice of layoff to all effected employees. Seniority shall prevail except that the department may retain an employee irrespective of seniority who possesses exceptional value to the department by reason of special knowledge, training, or ability to perform a particular job, providing the department head and union representatives are mutually agreeable, and providing this employee is doing the kind of work he is trained for. If no mutual agreement is possible, regular grievance procedure will be followed.

(b) Rehiring. In the event of lay-offs, employees will be recalled by seniority. Seniority shall cease and employment will end (in accordance with the Civil Service Law) for anyone of the following reasons:

- 1.) Justifiable discharge
- 2.) Voluntary quitting
- 3.) Failure to report for work following lay-off or absence without cause within five (5) days after notice to return, by registered mail
- 4.) Lay-offs in excess of one (1) year
- 5.) Absence due to a non-job related illness or injury in excess of two (2) years.
- 6.) Absence due to compensable illness or injury in excess of two (2) years. (In accordance with Civil service Law and/or the Americans with Disabilities Act)

(c) Seniority shall cease and employment will end (in accordance with the Civil Service Law) for any one of the following reasons:

1. Justifiable discharge
2. Voluntary quitting
3. Failure to report for work following a lay-off or absence without cause within five (5) days after notice to return , by registered mail
4. Lay-offs in excess of one (1) year
5. Absence due to non-job related illness or injury in excess of two (2) years



6. Absence due to compensable illness or injury in excess of two (2) years. (In accordance with Civil Service Law and/or Americans with Disabilities Act)

- (d) Job Posting Promotion. In the event a higher rated job and/or promotion becomes available, specifications and a call for application for the job shall be posted for ten (10) days on the official bulletin board in the Tool house.

An employee who has been judged to have the seniority and/or skill and ability to do the work available, shall be given a trial period of up to six (6) months to suit the particular job. Upon final selection to fill the opening has been made, the employee shall receive the rate of pay in the next following pay period as per Article VII, Section 2. In the event skill and ability are relatively equal, seniority shall prevail.

Any agreement or dispute regarding management's decision affecting any employee regarding this section shall be appealed through the Special Conference under Article IV, Section Two (2). If the Union deems an unsatisfactory answer has been given by management, the Union shall appeal through the Grievance Procedure under Article V.

An employee may apply for a lower rated job than his present position. Consideration will be given for transfer at the sole discretion of the Employer, provided the posted job is not filled by another employee also bidding for it.

- (e) Whenever a job opening occurs and the job is within the scope of Civil service Law, then the normal procedure provided by the Rules and Regulations of the Civil Service Law shall prevail except that members of the bargaining unit will have priority over non-members.
- (f) Transfer. Application for transfer to other jobs within the Department shall be considered according to seniority and ability to perform the available work. There shall be no loss in seniority in the event of transfer.

Section 2:

- (a) In the event of temporary job vacancies requiring work out of seniority, the decision to do so shall be made by management.
- (b) Temporary job openings are jobs that may periodically develop because of illness, vacation, leave of absence or any other reason.
- (c) Whenever such an opening occurs, for eight (8) hours or more, the opening or vacancy shall be filled on the basis of seniority of those who have the skill and ability who desire this assignment.
- (d) If the vacancy is in a higher paying classification, the employee will be paid at the first step in the higher classification or a rate one step above his current rate, whichever is higher, but no less than fifty-five cents (\$.55) per hour. This subsection applies only to temporary transfer.

Section 3: Any employee will be expected to perform occasional jobs below his rated category at no decrease in rate.

Section 4: PROBATIONARY PERIOD.

- (a) All employees, except Seasonal Employees, will be regarded as probationary employees for the first six (6) months worked in the department. During period of probationary employment, an employee may be laid off or discharged as exclusively determined by the Employer.
- (b) Temporary employees shall not have seniority status unless they are continued on the job for a period exceeding ninety (90) days worked whereupon they shall gain seniority rights retroactive to the first day of employment.
- (c) Seasonal Employees: Seasonal employees shall be defined as employees required to assist in city-supported recreational programs and scheduled work, whose tenure is for a specific period of time and season. These employees shall be discharged upon the completion of the seasonal program, and during their terms of employment shall receive no fringe benefits, and acquire no seniority.

Section 5: SENIORITY OF STEWARDS. Notwithstanding their position on the seniority list, Stewards shall in the event of a lay-off of any type be continued to work as long as there is a job in their department that they are able to perform and shall be

recalled to work in the event of a lay-off on the first open job in their department, which they can perform.

Section 6: SENIORITY OF OFFICERS. Notwithstanding their positions on the seniority list, the President, Vice President, Financial secretary and Recording Secretary of the local union shall, in the event of lay-off only, be continued at work at all times provided they can perform any of the work available.

Section 7:

(a) The city will provide a copy of the seniority list to the union annually.

(b) The city will provide the names and addresses of any new hires to the Union and their status within ten (10) days of their hire.

## **ARTICLE 8: HOURS OF WORK AND OVERTIME**

Section 1: WORK SCHEDULES. The normal hours of work will be eight (8) hours per day and forty (40) hours per week.

Section 2: OVERTIME PAY. Employees will be paid at the rate of time and one-half (1½) for hours worked for anyone of the following reasons:

(a) For all hours worked in excess of forty (40) hours in anyone (1) work week.

(b) For all hours worked in excess of eight (8) hours in anyone (1) workday.

(c) For all hours worked on Saturday and Sunday.

(d) For all hours worked on a holiday, as defined in Article x.

Section 3: CALL-IN PAY. A minimum straight or regular time allowance of three (3) hours shall be credited to hourly men called in case of emergency outside of their regular working hours. This minimum time, however, shall not be allowed at the end of any regular working day or within three (3) hours prior to the time of starting the workday. In both of these cases, actual working time shall be credited. Time allowance for emergency calls shall not be pyramided so that they will total more than the actual elapsed time between the first call and the completion of the last call.

Section 4: PREFERENTIAL OVERTIME. When scheduling overtime, full-time employees will be given preference over temporary employees.

Section 5: NOTIFICATION OF SHIFT CHANGE. When the work shift schedules are to be changed, the employees concerned shall be notified at least five (5) working days in advance of the contemplated change excluding Saturday and Sunday except in case of emergency.

Section 6: SHIFT PREFERENCE. Shift preference will be granted on the basis of seniority within the classification, in accordance with current practice.

Section 7. BREAKS: All employees shall be required to take their 15 minute morning and afternoon breaks at the site where they are working except during the months of November, December, January, February and March, the employees may, at their option, take their breaks either at the work site or an alternative site designated by the employer. Such alternative site shall be heated and have toilet facilities available. Employees who are plowing/salting may take their 15 minute breaks out of the truck at a commercial establishment within their designated plow/salt route. The fifteen minutes shall begin upon either of the following: the cessation of work or the leaving of the site.

An employee shall be permitted to leave the site to retrieve coffee for the crew. This employee shall be away from the job site only long enough to retrieve the coffee and return. Except as outlined herein the practice of leaving the work site and traveling to a restaurant is prohibited.

Any employee who is found to be abusing the break privilege will be subject to the following discipline procedure:

**First Violation:** (within the last 12 months), supervisor will issue the employee a written employee warning record in the presence of his union steward;

**Second Violation:** (within the last 12 months), supervisor will issue the employee a written employee warning record and impose a penalty of three days off without pay in the presence of his union steward;

**Third Violation:** (within the last 12 months), supervisor will issue the employee a written employee warning records and impose a penalty of discharge from employment in the presence of his union steward.

Section 8: LUNCH BREAK

On a calendar year basis (1/1 to 12/31), employees leaving the premises are required to punch out at the beginning and back in at the end of their designated lunch

break. An employee who returns to work but has failed to punch in following the designated lunch break will be subject to the following:

1 <sup>st</sup> Instance	15 minute loss of pay (within the last 12 months)
Every instance thereafter	30 minute loss of pay (within the last 12 months)

An employee who has returned to work but has failed to punch in will not lose his/her sick leave bonus or be penalized with unauthorized time off.

## ARTICLE 9: WAGES

### Section 1: WAGE SCHEDULE.

Wages shall be increased during the term of the contract as follows:

0% effective January 1, 2019.

2% effective January 1, 2020.

2% effective January 1, 2021.

Effective July 1, 2019 only those employees currently at Step Six of the wage schedule will be advanced to the new Step Six of the attached wage schedule.

Employees will only be eligible for one (1) step increase in 2019.

All employees hired after January 1, 2015 will be subject to the wages reflected in schedules E, F, G and H found on pages 34-36.

Section 2: SHIFT DIFFERENTIAL. Effective, April 15, 2008, employees assigned to work a regular night shift shall be paid One Dollar Twenty-Five Cents (\$1.25) per hour in addition to their regular rate of pay. Regularly scheduled night shift workers shall receive the One Dollar Twenty-Five cents (\$1.25) in addition to the regular rate of pay for all vacation, holidays and sick leave while scheduled on the night shift. An employee that is on a permanent night shift shall receive night shift pay at all times until he/she is rescheduled to days on a permanent basis.

- (a) Payment of the night shift differential shall start on December 15, or after establishment of the full night shift, whichever comes earlier and shall be paid until March 15.

- (b) When night shift is called before establishing the full night shift, employees will be guaranteed a minimum of ten (10) hours of work time.
- (c) Employees will receive five (5) days notice of either going to or coming off of night shift hours, unless employee voluntarily waives such notice.
- (d) Once an employee begins to receive the night shift differential, inability to take calls will result in loss of shift and the employee will draw from benefit time (vacation or personal) to make up time lost.
- (e) There will be no loss of shift if employee is unable to take call when they are not receiving the night shift differential, but there will also be no guarantee of ten (10) hours, per paragraph 2.
- (f) If work is available for the remaining two (2) hours it will not necessarily be assigned by seniority.

Section 3: DIFFERENTIAL FOR SANITARY SEWER CREW.

Effective July 1, 2008, any employee, other than foreman, assigned or temporarily transferred to a sanitary sewer crew, handling live sewage, and all employees assigned to sanitary repair other than foreman, shall be paid One Dollar (\$1.00) per hour over and above his regular hourly rate. A foreman, when assigned to repair an active collapsed sanitary sewer, shall receive the One Dollar (\$1.00) per hour.

Effective July 1, 2008 any employee, either permanently or temporarily assigned to operate the "Vactor" to perform storm sewer work, shall be paid One Dollar (\$1.00) per hour over and above his regular hourly rate. This rate shall be in effect for up to two (2) employees, only when the "Vactor" is in operation.

Section 4. The proposed rate for tree trimmers shall be given to a qualified line clearance tree trimmer meeting all of the following conditions:

- a. The employee must be certified as a qualified line clearance tree trimmer under applicable OSHA and ANSI standards;
- b. The qualified line clearance tree trimmer must be assigned to a tree crew doing aerial tree work involving either rope and saddle or an aerial lift;
- c. The assignment must require the presence of at least one qualified line clearance tree trimmer under applicable OSHA and/or ANSI standards;

- d. The qualified line clearance tree trimmer must be acting as either:
  - (1) The tree trimmer or the second qualified line clearance tree trimmer on an assignment requiring two qualified line clearance tree trimmers; or
  - (2) The tree trimmer working in a tree on an assignment requiring one qualified line clearance tree trimmer.
- e. The qualified line clearance tree trimmer must remain on the job site while any aerial operations are occurring;
- f. A maximum of two qualified line clearance tree trimmers on any given assignment may be paid this rate. For more than one qualified line clearance tree trimmer to be paid the rate, the assignment must require the presence of two qualified line clearance tree trimmers under applicable OSHA and ANSI standards.
- g. When more than two qualified line clearance tree trimmers on an assignment meet the above conditions, determination of who will be paid the tree trimmer rate will be made as follows:
  - 1. The two tree trimmers with the most seniority will receive the fifty (50) cent up rate.
- h. If a rate remains available, the most senior qualified line clearance tree trimmer on the crew, regardless of title shall be paid the rate.

Section 5: WORKING CREW CHIEF RATE OF PAY. Whenever any employee is assigned or directed to instruct and/or supervise other employees placed under his direction for a period of two (2) hours or more for any given period, the direction of one to four employees, he shall receive the rate of the working crew chief classification rate of pay for any and all such assignments. Over four (4) men shall call for a Labor Crew Chief rate of pay.

Section 6: LONGEVITY ALLOWANCE.

10 years	\$960
15 years	\$1060
20 years	\$1160
25 years	\$1260

**New employees hired after January 1, 1995 will not be eligible to receive a Longevity Allowance until they have completed ten (10) years of service with the City.**

- (a) Computation of longevity increments shall commence with the employee's anniversary date of hire.
- (b) Payments of the longevity allowance as computed in accordance with this Section 5 shall be paid as a separate check the second Friday in December.

**Section 7: STEP INCREMENT DATES.**

Employees paid at a rate below the maximum for their classification shall be entitled to be reviewed for a salary increase annually and to be effective in the first pay period after their step increment date. Step increment date is the date of last promotion.

**Section 8: PROBATIONARY RATE.** New employees will be paid at a rate as determined by the City during their probationary period, which will not be higher than the entrance rate for that position. Upon completion of the probationary period, they shall be paid the entrance rate of pay for their classification. This paragraph will not conflict with the terms of Article VII, Section 1, Paragraph (d).

**Section 9: PROMOTIONS.** An employee promoted to a position having a higher salary schedule will be entitled to be paid the minimum of the new schedule or a rate one step above his current rate, whichever is higher, but in no case shall the employee be paid at a step which step is less than fifty cents (\$.50) higher than his previous step. No employee, however, shall be entitled to be paid more than the maximum step of the grade to which he is promoted.

**Section 10: DEMOTIONS.** Employees reclassified 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 than the maximum of the salary range for the position to which assigned.

**Section 11: MECHANICS' NIGHT SHIFT CREW CHIEF RATE**

- (a) One night shift employee will be designated by Management as the Night Shift Crew Chief. The selection will be based on seniority on the night shift and skill and ability.



- (b) The Night Shift Crew Chief will oversee and be responsible for the operation and personnel of the Maintenance Division's night shift and will report to the Senior Automotive Mechanic.
- (c) The selection will remain until one of the following events occur:
  - 1. The employee moves to the day shift.
  - 2. The employee requests to be removed of the title (thereby eliminated from any future consideration for the same title.)
  - 3. Employee is demoted by Management.
  - 4. Management determines the employee is no longer eligible for the title.
  - 5. Employment is terminated.
- (d) The Night Shift Crew Chief will receive night shift pay as per the current contract.
- (e) The Night Shift Crew Chief will receive a pay stipend in the amount of \$0.60 per hour, for time worked, including overtime, and for paid time off (vacation, sick, personal and holidays only). The stipend will not be paid, for the entire work shift, under the following circumstances:
  - 1. When the Night Shift Crew Chief and the permanent or temporary Senior Automotive Mechanic are working at the same time for three or more consecutive hours.
  - 2. Any other time when the Night Shift Crew Chief is under the direct supervision of permanent or temporary Senior Automotive Mechanic.

**ARTICLE 10: HOLIDAYS**

Section 1: HOLIDAYS OBSERVED.

- (a) For the purpose of this Agreement, "holidays" means any of the following days:
 

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Fourth of July	Christmas Day

Labor Day

Day before New Year's Day

Effective January 1, 1988 add employee's birthday.

(b) If any of the holidays in (a) above fall on a Saturday, the preceding Friday (and not such Saturday) shall be observed as the holiday.

(c) If any of the holidays in (a) above fall on a Sunday, the following Monday (and not such Sunday) shall be observed as the holiday.

Section 2: ELIGIBILITY. An employee to be eligible for holiday pay under this Article must:

- (a) Have completed probationary period: six (6) months of service.
- (b) Have worked the full scheduled shift before the holiday and the full scheduled shift following the holiday unless he is on an approved absence. In no case shall holiday pay be given if an unauthorized absence occurs between the last day an employee works before the holiday and the first day he works after the holiday.
- (c) Seasonal or Temporary employees will not be entitled to holiday pay.
- (d) Holidays will be paid to employees who are on leave of absence due to sickness or accident whether or not the employee has any sick leave or vacation time, except if an employee is drawing worker's compensation benefits.

Section 3: PAY FOR THE UNWORKED HOLIDAY. An eligible employee who does not work on a holiday shall be paid eight (8) hours pay at his regular rate of pay exclusive of shift and overtime premiums.

Section 4: PAY FOR THE HOLIDAY WORKED. An employee who works on one of the holidays listed in Section 1 of this Article X shall be paid time and one-half (1 ½) his regular rate for all hours worked, except for the following holidays: New Year's day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day before Christmas Day and Christmas Day, day before New Years Day, where the employee shall be paid double time his regular rate for all hours worked. In addition, he shall receive holiday pay as set forth in Section 3 above.

Section 5: FAILURE TO WORK HOLIDAYS AS SCHEDULED. Employees who have been scheduled for holiday work assignments but fail to report and perform the

scheduled or assigned work without reasonable cause shall not receive pay for the holiday. Employees who would normally be scheduled for the holiday work assignment will upon request be excused provided a suitable replacement is assigned.

*Section 6:* Holidays occurring during an employees scheduled vacation period shall not be charged against his vacation time.

## ARTICLE 11: VACATION

### Section 1: LENGTH OF VACATION.

- (a) Employees hired before July 1, 2008, with the required years of continuous service shall be entitled to vacation leave as follows:

<b>Length of Continuous Service</b>	<b>Vacation</b>
five (5) years	16 work days
twelve (12) years	17 work days
thirteen (13) years	18 work days
fourteen (14) years	19 work days
fifteen (15) years	23 work days
twenty (20) years	24 work days
twenty-three (23) years	25 work days
twenty-five (25) years	27 work days

### **For employees hired after July 1, 2008 vacation will be as follows:**

<b>Length of Continuous Service</b>	<b>Vacation</b>
one (1) year	5 work days
three (3) years	8 work days
five (5) years	10 work days
ten (10) years	15 work days
fifteen (15) years	20 work days
twenty (20) years	24 work days

- (b) The employee's anniversary date of hire shall be used in determining length of vacation.
- (c) For those employees hired after July 1, 2008 accrued vacation at time of retirement shall be paid (pro rata) based on the employee's date of hire.

Section 2: VACATION PAY.

- (a) Vacation pay shall be paid in advance of the vacation period with one week advance notice.
- (b) For each week of vacation, an employee shall be paid forty (40) hours at his/her normal rate of pay.

Section 3: SCHEDULING OF VACATION.

- (a) Vacations shall be scheduled as far in advance as possible in order to give employees an opportunity to plan for their vacation.
- (b) Requests for vacation change except for reasons of emergency must be in the hands of the supervisor at least one (1) week in advance of the revised vacation period in order to be given consideration.
- (c) Employees will be entitled to take all of their vacation days due in one (1) day increments, providing they give twenty-four (24) hours advance written notice to their supervisor. In the event of an emergency, the requirement of 24 hours advance notice will be waived provided the employee notifies his supervisor by the beginning of the shift of the day to be taken as vacation.

**ARTICLE 12: LEAVES OF ABSENCE**

Section 1: SICK LEAVE.

- (a) All full-time employees shall be entitled to sick leave with pay. Sick leave credit shall accrue at the rate of one (1) day for each calendar month of service. Probationary employees shall accumulate sick leave at the rate of one (1) day for each calendar month of service but will not be eligible to use sick leave until he has a permanent appointment.
- (b) The sick leave herein provided for shall be cumulative which is hereby construed to mean accumulation for all unused sick leave for any number of years from January 1, 1945. No employee shall be entitled to use more than one hundred and eighty (180) working days sick leave with pay within anyone calendar year. Effective, July 1, 2008 every employee shall be entitled to take all accumulations of sick leave with pay as above

provided, but not to exceed Two Hundred (200) working days at the time of his retirement from employment or death while employed pursuant to the provisions of the Civil Service Law.

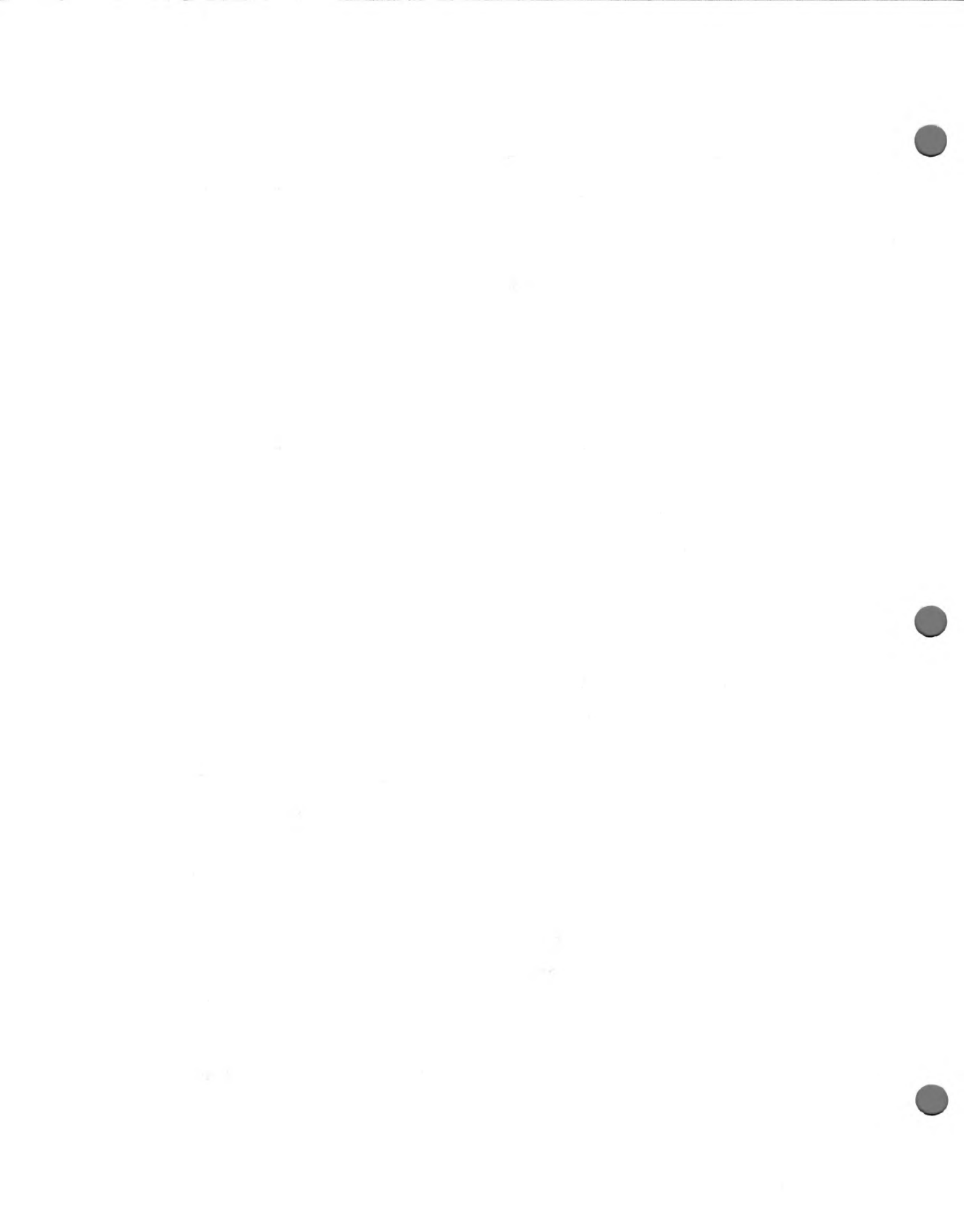
- (c) Any employee taking time off on sick leave may take up to six (6) days or six (6) nights or any combination of days or nights not to exceed a total of six (6) days in one (1) calendar year without furnishing a doctor's certificate. For purposes of this section, employees may take sick leave in four (4) hour increments. The employer may require employees who take more than the aforementioned six (6) days sick leave to furnish a physician's certificate if the employer perceives the employee is abusing sick leave. If the employee refuses to furnish said certificate and/or if the employee is abusing sick leave, the employee may be subject to discipline. Discipline shall be imposed within five (5) working days of an occurrence.
- Employees after the seventh (7<sup>th</sup>) instance of sick leave may receive a written warning.
  - Employees after the eighth (8<sup>th</sup>) instance of sick leave may receive a second written warning. Additionally, the employee upon being issued a second written warning record will lose his/her ability to convert a vacation day to a personal day for the following year.
  - Employees after the ninth (9<sup>th</sup>) instance of sick leave may three (3) days off without pay.
  - Employees after the tenth (10<sup>th</sup>) instance of sick leave may receive five (5) days off without pay.
  - Employees after the eleventh (11<sup>th</sup>) instance of sick leave may be discharged.
- (d) The foregoing notwithstanding, an employee suffering from a continuing illness or a chronic medical condition shall file a physician's certificate with the head of the department after taking time off for sick leave for said illness or chronic condition as hereinbefore provided. Such certificate shall state the nature of the illness or chronic condition and expected duration thereof. Thereafter such employee shall not be required to submit

any further physician's certificate for the remainder of the calendar year for additional sick leave taken as a result of such illness or chronic condition except upon the request of the head of the department. The employee shall be required to submit to an examination by the employer's doctor.

- (e) For the purposes of this provision, a sick leave lasting one or more consecutive days, with doctor's certification, for the same illness, shall not count as part of the six (6) days. For the purposes of this provision, a sick leave, without a physician's certification, lasting more than one consecutive day but no more than two (2) days, for the same illness, shall count as one (1) instance toward the aforementioned six (6) days.
- (f) sick leave shall mean an employee that is off work and paid sick leave pay for that time off.
- (g) Authorized time is when an employee is off on an excused leave or an employee who has used all sick leave and has a physician's certificate certifying he is unable to work because of his illness or injury.
- (h) Employees off work without paid leave shall receive unauthorized time off unless covered in (g) above and will be subject to discipline under Section A of the Employee Rules and Regulations.

Section 2: SICK LEAVE BONUS.

- (a) An employee who has not used any sick time for a calendar quarter of the year will be entitled to a \$115.00 bonus. For purposes of this calculation the first quarter shall begin on January 1st of each year.
- (b) The usage of any sick time during a calendar quarter will disqualify said employee for that quarter only.
- (c) An employee who has not used any sick time during a calendar year will be entitled to a total bonus of \$460.00.
- (d) Employees who retire prior to December 31st of any year who, at the time of his/her retirement, would otherwise be entitled to payment as herein provided, shall receive a payment prorated to the nearest calendar quarter.



- (e) The sick leave bonus will be paid no later than January 15th of the following year.
- (i) Employees off on vacation, jury duty, funeral leave, compensation, blood bank, holidays, or authorized Union business, shall not count against sick leave bonus.

Section 3: RETIREMENT LONGEVITY. Employees desiring to retire shall be eligible to receive two thousand six hundred dollars (\$2,600.00) provided they give to the City one (1) year's written advance notice of their desire. At the time of the one (1) year's advance notice, the employee shall have the option of fifty-two (52) weeks of equal payments, or a lump sum payment at retirement.

The requirement of twelve (12) months written notice shall be required in all years of the agreement provided, however, that in the event the City offers an early retirement incentive and an employee desiring to retire is eligible to receive said incentive, the one (1) year's advance notice requirement shall be waived.

Section 4: PERSONAL DAYS. Effective January 1, employees covered by this agreement shall be entitled to take all of their allotted personal days in no less than one (1) hour segments, except for the last hour of the day, then such personal time must be taken in a two (2) hour segment, provided, however, that a one (1) hour segment may be taken on the last hour of the day for a scheduled doctor's appointment, dentist's appointment or other similar appointments and an appointment card is presented to the employer. Any unused personal leave shall be added to the employee's sick leave on January 1 of the following year.

The amount of personal days shall remain at three (3) however, employees may elect to exchange one (1) day of their vacation to be used as a personal day.

If an employee elects to convert a vacation day to a personal day that employee shall be required to take a minimum of twelve (12) hours of personal time in no less than three (3) hours increments. The other hours of personal time (up to 20) must be taken as outlined above.

Management will canvas the employees during the month of December to determine if an employee is interested in converting a vacation day to a personal day. Employees must make their election in writing by the end of the first week in January.



Failure to make this written election will result in the inability to convert a vacation to a personal day.

Section 5: Any employee in order to receive sick leave or personal day, will be expected to call in by the beginning of the shift of the day of absence, or a reasonable excuse will be given for failure to call in. When calling, employee should indicate expected period of illness.

Section 6: FUNERAL LEAVE.

(a) In the event of death in the immediate family, a full-time employee shall be granted a leave of absence of five (5) working days with pay. For the purpose of this Agreement, the immediate family is defined to include father, mother, spouse and employee's own children.

(b) A leave of absence not to exceed three (3) working days with pay shall be granted for brothers, sisters, father and mother-in-law, stepparents, stepchildren and grandchildren.

(c) A leave of absence not to exceed two (2) working days with pay shall be granted for all other in-laws.

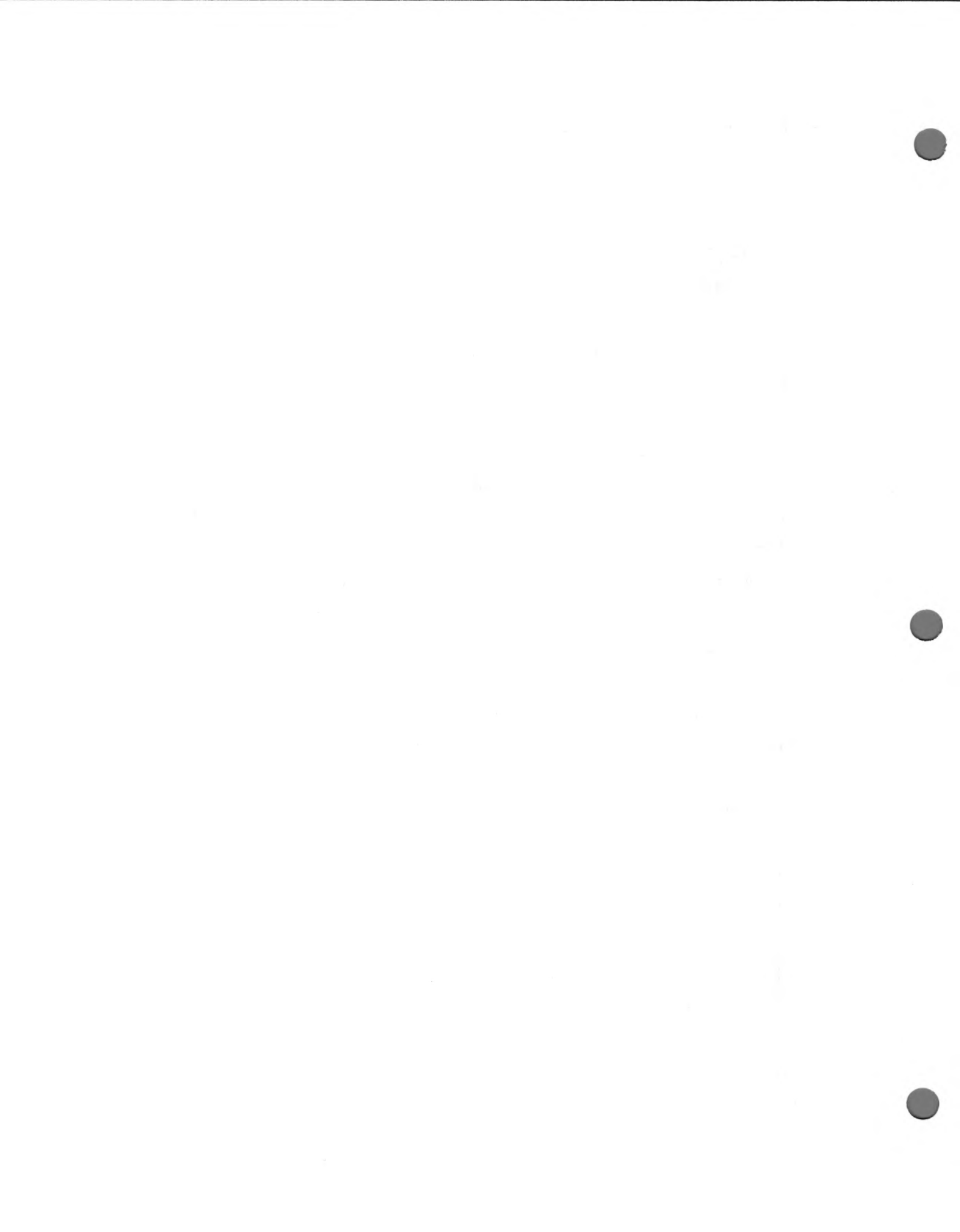
(d) A leave of absence not to exceed one (1) working day with pay shall be granted for grandparents, spouse's grandparents, employee's aunt and uncle.

Up to two (2) days of authorized unpaid leave of absence be granted at the Superintendent's discretion, to be used as funeral leave, not to be charged against sick leave bonus.

Section 7: EXTENDED LEAVE OF ABSENCE. Reasonable leaves of absence without pay will be granted in the sole discretion of the employer for periods not to exceed one (1) year for education and three (3) months for other personal reasons. Request by the employee for such leaves must be made in writing at least thirty (30) days in advance of the anticipated starting date.

Section 8: UNION BUSINESS.

(a) Anyone employee elected to any Union office or elected by the Union to do work which takes him from his employment with the employer, shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year.



(b) Two (2) members of the Union who are elected or designated to attend any function of the Local 418, New York Council 66 or other body to which it is affiliated, shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, provided that the said time is of a reasonable duration, and that advance notification is given to the Employer in writing by the Union at least five (5) work days prior to such date the particular function is scheduled.

### ARTICLE 13: INSURANCE

Section 1: All full time employees shall be covered under the medical, hospitalization, 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. The benefits in the Plan Document are the minimum benefits provided by the employer. All employees will be expected to pay annual deductibles and make monthly contributions toward the medical and dental insurance program. Those amounts are outlined in the following sections and in Appendix A:

<u>Deductibles:</u>	January 1, 2020
Individual	\$250/year
Family Maximum	\$500/year
	January 1, 2021
Individual	\$300/year
Family	\$600/year

Employee's Monthly Contribution:

Effective January 1, 2020, the City of Jamestown will offer the option of a hybrid plan to its employees and eligible retirees. Should a current employee and/or eligible retiree choose to participate in the hybrid plan, the monthly contribution will be at 25% of the total premium cost of the healthcare coverage. All current members of the unit who elect the hybrid plan and actively participate and meet the requirements of the Good Life Program offered through the City's third party administrator, Blue Cross/Blue



Shield (BC/BS) will pay 18% towards the total monthly premium for health and dental insurance. Members must meet all requirements for continuation of payment of the lower premium.

Current employee/eligible retirees must notify the City in writing of their choice to participate in the hybrid plan no later than December 1<sup>st</sup>. Failure to notify the City in writing by December 1<sup>st</sup> will result in the current employee/eligible retiree being subject to the deductibles and monthly contributions outlined below.

Current employees/eligible retirees can opt out of either the current/traditional plan by notifying the City on or before December 1<sup>st</sup>. The City will distribute an enrollment form in the fall each year. If a current employee/eligible retiree does not complete and return an enrollment form to the City on or before December 1<sup>st</sup> the current employee/eligible retiree will be continued in the health insurance plan in which current employee/eligible retiree was enrolled in the prior year.

Members of the unit hired after January 1, 2020, shall only be eligible to participate in the hybrid plan. The monthly contribution will be 25% of the total premium cost of the healthcare coverage. All members of the unit hired after January 1, 2020, who actively participate and meet the requirements of the Good Life Program offered through the City's third party administrator, Blue Cross/Blue Shield (BC/BS) will pay 18% towards the total monthly premium for health and dental insurance. Members must meet all the requirements for continuation of payment of the lower premium.

Terms of the Good Life Program are outlined in Appendix B. Terms of the Hybrid Plan are attached as Appendix C.

Effective January 1, 2020 all members hired before January 1, 2020, who do not elect to participate in the Hybrid Plan shall pay 28% towards the total monthly premium for health and dental insurance. All members of the unit who actively participate Good Life Program offered through the City's/JURA's third party administrator, Blue Cross/Blue Shield (BC/BS) will pay 22% towards the total monthly premium for health and dental insurance. Members must meet all the requirements outlined in Appendix B for continuation of payment of the lower premium.

Effective January 1, 2021 all members hired before January 1, 2020 who do not elect to participate in the Hybrid Plan shall pay 29% towards the total monthly premium for health and dental insurance. All members of the unit who actively participate Good Life Program offered through the City's/JURA's third party administrator, Blue Cross/Blue Shield (BC/BS) will pay 23% towards the total monthly premium for health and dental insurance. Members must meet all the requirements outlined in Appendix B for continuation of payment of the lower premium.

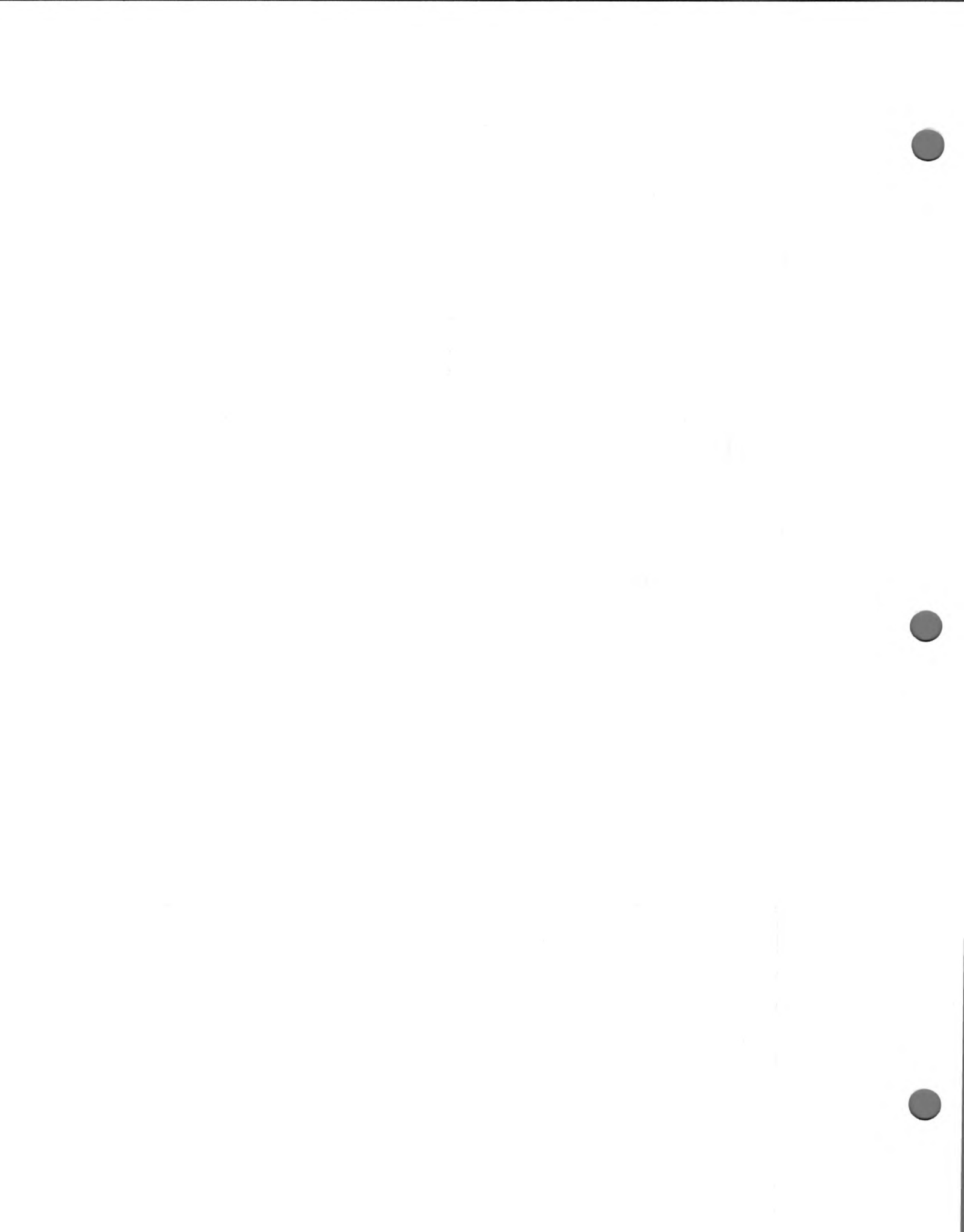
All premiums, Medical and Dental, paid by the employee, will be converted to pre-tax dollars under Section 125 of the Internal Revenue Service Law, at no cost to the employees, unless the employee has signed a stipulation not wanting pre-tax dollars.

**Health Care Plan document outlining employees benefits is available at the Human Resources Office.**

Effective January 1, 1987, employees who retire will be eligible for continued participation in the same health and dental insurance plans of the City as provided for active employees provided that such retirees continue to pay to the City an amount of money equal to amounts paid towards health and dental insurance premiums as active employees are required to pay to participate in said health and dental insurance plans.

Upon the death of an eligible active or retired employee, the spouse of such employee may continue to participate in the aforementioned health and dental insurance plans provided such spouse continues to pay the portion of premiums required to be paid by an active employee. This coverage shall continue until such time as said spouse shall remarry or die whichever event sooner occur. Should said retiree or his spouse become eligible for equivalent health and/or dental insurance coverage or become eligible for insurance coverage through Medicaid, Medicare or Veteran's Administration then and in that event said insurance plans provided by employer shall constitute secondary coverage.

In the event such other equivalent health and/or dental insurance coverage or insurance coverage through Medicaid, Medicare, or Veteran's Administration shall be involuntarily discontinued, an eligible retiree or his eligible spouse may upon request be restored to the benefits herein provided.



An employee eligible for reinstatement to the City's health and dental plans as above stated shall be reinstated to such plans by the City on the first day of the month following notification that the retiree wishes to have his or her participation reinstated.

For purposes of this paragraph, a retired employee shall be defined as one qualified to retire and receive retirement benefits in accordance with the provisions of the New York State Employee Retirement System.

The terms, conditions and covenants contained in this paragraph shall survive the expiration of the labor agreement of which this paragraph is a part and shall also survive all future labor agreements which may be negotiated by and between the parties hereto or their successors or assigns and shall continue in full force and effect and continue to have application to all employees of the Streets and Parks Department who are covered by the terms, conditions, and covenants of this agreement as employees of the Streets and Parks Department who were employees of the Streets and Parks Department as of January 1, 1987 and to employees who are hired by the Streets and Parks Department and who are covered by the terms, conditions and covenants of the collective bargaining agreement of which this paragraph is a part during all or a part of the term of this agreement unless or until the City of Jamestown no longer directly or indirectly offers employee health and/or dental benefits by virtue of the implementation of a mandated state or federal health insurance plan that affords substantially the same health insurance coverage to all citizens of the State of New York or of the United states of America.

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. Employees hired after January 1, 2015 and before January 1, 2020 who retire from the City of Jamestown will continue to have the option to continue coverage in either the traditional or hybrid plan until the date they become eligible for Medicare benefits.

If death of the employee occurs in the line of duty, the City of Jamestown shall pay the full cost of the insurance. Such coverage shall be terminated either by marriage or eligibility for coverage through another group plan.



## ARTICLE 14: RETIREMENT

Section 1: The City participates in the New York State and Local Employee's Retirement System offering Plan 76 I for Tier 1 & 2. Article 14 and 15 are given to employees joining the system after July 27, 1976. Employees in each tier receive the 41J rider.

## ARTICLE 15: GENERAL PROVISIONS

Section 1: JURY DUTY. In the event an employee is summoned to appear or is subpoenaed to testify in court or to serve as a juror on jury duty in the Court 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 his/her service as a juror has been completed. 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. Employee will provide written proof from the court of jury duty.

Further, in the event an employee is subpoenaed to testify or appear as a witness regarding an incident which is job related, said employee shall be paid in the same manner as Jury Duty. The employee must return to his scheduled work upon completion of his/her appearance as "a subpoenaed witness.

Section 2: BULLETIN BOARD. The Union shall have the right to post notices and communications on the bulletin boards maintained on the premises and the facilities of the Employer.

Section 3: INCLEMENT WEATHER. The policy of not sending men home on rainy or inclement days will be continued for men with over six (6) months seniority. Work indoors will be furnished whenever possible for these men, and in the event emergency work must be performed in the rain, raincoats will be provided. Temporary employees may be sent home on rainy or inclement days, but will receive a minimum of two (2) hours pay for reporting to work.

Section 4: TOOL ALLOWANCE. There shall be a tool allowance for not more than eight (8) employees per year as follows:

Effective January 1, 2015, six hundred dollars (\$600.00)

Effective January 1, 2016, six hundred fifty dollars (\$650.00)

(a) The tool allowance will be paid on a non-taxable basis if proper receipts are presented to the City by the respective employee.

(b) The tool allowance will be paid on a taxable basis if receipts are not presented to the City by the respective employee.

Payment for tool allowance shall be paid by the first pay day in December.

Section 5: UNION MEMBERSHIP.

(a) Effective January 1, 1972, each employee who, on the effective date of this Agreement, is a member of the Union shall maintain his membership in the Union for the duration of this Agreement. Each employee hired on or after the executed date of this Agreement shall become a member of the Union thirty (30) days after the hiring date except temporary employees which shall be six (6) months or the effective date of the Agreement, whichever is later, and maintain membership in the Union for the duration of the Agreement.

(b) When authorized by the State enabling legislation which has been subsequently adopted by the City Council, any present or future employee who is not a member and does not make application for membership shall pay each month a service charge in the amount equal to the monthly dues.

Section 6: EMERGENCY. For the purposes of this Agreement, it is understood that emergency shall mean any emergency caused by fire, flood, storm, act of God, or other cause beyond the control of the Employer, such as illness or death of an employee, or quitting employment without notice.

Section 7: LABOR-MANAGEMENT COMMITTEE. In an effort to provide for more harmonious relations between the City and the Union, a management-employee relations committee will be established which will hold regular meetings to discuss and review matters of joint concern for the better of City and Union.

Section 8: INDEMNIFICATION. In the event of any civil suit arising from the performance by any employee of any work or job related duty falling within the scope of the employees job description or work duties, the City shall provide the employee with legal counsel at City expense and shall further indemnify the employee from any judgment or liability which may result to the employee as a result of such civil suit,

provided however, the employee shall not be entitled to such indemnification in the event such civil suit determines that the employee acted outside the scope or authority of his work or job related duties. The selection of an attorney to represent the employee shall be the sole choice of the City and neither the employee nor the Union shall have any voice in such selection.

Section 9: EXTENDED BENEFITS. In the event of death of an employee longevity and vacation and all other benefits accrued by the employee shall go to his estate or beneficiary.

Section 10: LAYOFFS. In the event that staff reductions are required through means of layoff the City agrees to the following:

(a) Any employee on layoff may choose to receive pay for up to ten (10) days of accumulated sick time at the time of layoff.

(b) An employee will be given the right to buy back the sick days paid at the time of layoff upon recall to work.

Section 11: PRINTING COSTS. The City will pay the full cost of printing contract booklets, and will make every effort to obtain a local and/or union printer.

Section 12: MANNING LEVEL. It is hereby agreed that during the life of this Agreement, a manning level of fifty-eight (58) employees shall be maintained. The department breakdown shall be: DPW - 35, Mechanics - 8, and Parks - 15. Every effort to complete the replacement and promotions within thirty (30) days shall be made.

Section 13: The City agrees to establish an Employee Assistance Program for its employees.

Section 14. All of the provisions of the Federal Family and Medical Act of 1993 shall apply to employees in this bargaining unit. Any article or section of this contract that provides any greater right or benefit than that required by the federal legislation, shall remain in full force and effect. The City and its employees in this bargaining unit respectfully reserve any and all rights guaranteed and granted by the act, even if not specifically set forth in this agreement.

Section 15. The City agrees that it shall not cause the lay-off or displacement or loss of overtime of employees covered by this agreement through any means of contracting out or subcontracting out, including utilization of any state/local sponsored

program such as Workfare, Work Release, it being understood and agreed that the city may subcontract out work, duties or tasks performed by employees covered by this agreement so long as such subcontracting does not result in the layoff or displacement or loss of overtime of any employee covered by this agreement.

*Section 16.* Each employee will be provided three (3) safety t-shirts and one (1) safety sweatshirt annually.

#### **ARTICLE 16: STATUTORY PROVISION**

Pursuant to §204-a of the Civil Service Law:

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 THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **ARTICLE 17: TERM OF AGREEMENT**

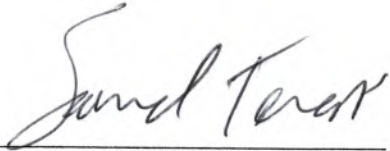
*Section 1:* This Agreement shall become effective January 1, 2019, and shall terminate on December 31, 2021.

*Section 2:* The provisions of this contract shall supersede the provisions heretofore made and provided by the Employer which are specifically covered herein. Matters which 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 terms of this contract.

*Section 3:* Either party may on or before the one hundred and twentieth (120) day prior to such termination date give notice to the other party by registered letter of its desire to negotiate with respect to the terms and conditions of a new agreement. Failure to give such notice shall continue this Agreement in effect for successive yearly periods unless notice is given at least one hundred and twenty (120) days in advance of any anniversary date by registered mail by either party of its desire to modify, amend or terminate this Agreement.

Section 4: It is understood that the budget submission date for the City of Jamestown is January 1 of each year.

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SAMUEL TERESI, Mayor  
City of Jamestown



CHRIS LARSON, President  
AFSCME, Council 66, Local 418

**CITY OF JAMESTOWN  
AFSCME CONTRACT  
WAGE SCHEDULE  
2019**

**SCHEDULE FOR EMPLOYEES HIRED PRIOR TO 1/1/2015**

Increase 0.00%		WAGE SCHEDULE "A" EFFECTIVE 1/1/2019 through 6/30/2019					
GRADE	1	2	3	4	5	6	
1	12.08	12.56	13.02	13.53	14.05	14.60	
2	12.56	13.02	13.52	13.99	14.54	15.12	
3	15.40	15.88	16.35	16.87	17.54	18.24	
4	24.70	25.06	25.61	26.12	27.16	28.24	
5	25.39	25.80	26.34	26.91	28.02	29.12	
6	26.16	26.60	27.23	27.77	28.90	30.04	
7	27.08	27.48	28.01	28.74	29.89	31.08	
8	27.59	27.92	28.55	29.24	30.38	31.60	
9	28.87	29.34	29.87	30.55	31.76	33.03	

Increase 0.00%		WAGE SCHEDULE "A" EFFECTIVE 7/1/2019 through 12/31/19						
GRADE	1	2	3	4	5	6	7	
1	12.08	12.56	13.02	13.53	14.05	14.60	15.18	
2	12.56	13.02	13.52	13.99	14.54	15.12	15.72	
3	15.40	15.88	16.35	16.87	17.54	18.24	18.97	
4	24.70	25.06	25.61	26.12	27.16	28.24	29.37	
5	25.39	25.80	26.34	26.91	28.02	29.12	30.28	
6	26.16	26.60	27.23	27.77	28.90	30.04	31.24	
7	27.08	27.48	28.01	28.74	29.89	31.08	32.32	
8	27.59	27.92	28.55	29.24	30.38	31.60	32.86	
9	28.87	29.34	29.87	30.55	31.76	33.03	34.35	

**SCHEDULE FOR EMPLOYEES HIRED AFTER 12/31/2014**

Increase 0.00%		WAGE SCHEDULE "B" EFFECTIVE 1/1/2019 through 6/30/2019							
GRADE	1	2	3	4	5	6	7	8	
1	10.76	11.19	11.61	12.06	13.02	13.53	14.05	14.60	
2	11.19	11.61	12.06	12.46	13.52	13.99	14.54	15.12	
3	13.73	14.15	14.56	15.02	16.35	16.87	17.54	18.24	
4	22.01	22.33	22.82	23.28	25.61	26.12	27.16	28.24	
5	22.61	22.99	23.48	23.99	26.34	26.91	28.02	29.12	
6	23.31	23.69	24.26	24.73	27.23	27.77	28.90	30.04	
7	24.13	24.49	24.96	25.60	28.01	28.74	29.89	31.08	
8	24.58	24.90	25.44	26.06	28.55	29.24	30.38	31.60	
9	25.72	26.15	26.62	27.23	29.87	30.55	31.76	33.03	

Increase 0.00%		WAGE SCHEDULE "B" EFFECTIVE 7/1/2019 through 12/31/2019								
GRADE	1	2	3	4	5	6	7	8	9	
1	11.19	12.06	13.02	13.53	14.05	14.60	15.18	15.79	16.42	
2	11.19	12.06	12.46	13.52	13.99	14.54	15.12	15.72	16.35	
3	13.73	14.15	14.56	15.02	16.35	16.87	17.54	18.24	18.97	
4	22.01	22.33	22.82	23.28	25.61	26.12	27.16	28.24	29.37	
5	22.61	22.99	23.48	23.99	26.34	26.91	28.02	29.12	30.28	
6	23.31	23.69	24.26	24.73	27.23	27.77	28.90	30.04	31.24	
7	24.13	24.49	24.96	25.60	28.01	28.74	29.89	31.08	32.32	
8	24.58	24.90	25.44	26.06	28.55	29.24	30.38	31.60	32.86	
9	25.72	26.15	26.62	27.23	29.87	30.55	31.76	33.03	34.35	

- GRADE**
- 1 Laborer
  - 2 Semi-Skilled Laborer
  - 3 Horticulturist Aide, Auto Mech Serv Worker II, MEO
  - 4 Skilled Laborer, HMEO, Auto Mech Serv Worker
  - 5 Asst Horticulturist, Tree Trimmer, CEO, Storekeeper II
  - 6 Auto Mechanic, Working Crew Chief, Storekeeper I
  - 7
  - 8 Carpenter, Sr Auto Mechanic, Labor Crew Chief, Parks Labor Crew Chief, Horticulturist
  - 9 Laborer Crew Chief I, Parks Labor Crew Chief I

**CITY OF JAMESTOWN  
AFSCME CONTRACT  
WAGE SCHEDULE  
2020**

**SCHEDULE FOR EMPLOYEES HIRED PRIOR TO 1/1/2015**

Increase 2.00%		WAGE SCHEDULE "C" EFFECTIVE 1/1/2020						
GRADE	1	2	3	4	5	6	7	
1	12.32	12.81	13.28	13.80	14.33	14.89	15.48	
2	12.81	13.28	13.79	14.27	14.83	15.42	16.03	
3	15.71	16.20	16.68	17.21	17.89	18.60	19.35	
4	25.19	25.56	26.12	26.64	27.70	28.80	29.96	
5	25.90	26.32	26.87	27.45	28.58	29.70	30.89	
6	26.68	27.13	27.77	28.33	29.48	30.64	31.86	
7	27.62	28.03	28.57	29.31	30.49	31.70	32.97	
8	28.14	28.48	29.12	29.82	30.99	32.23	33.52	
9	29.45	29.93	30.47	31.16	32.40	33.69	35.04	

**SCHEDULE FOR EMPLOYEES HIRED AFTER 12/31/2014**

Increase 2.00%		WAGE SCHEDULE "D" EFFECTIVE 1/1/2020								
GRADE	1	2	3	4	5	6	7	8	9	
1	11.84	12.30	13.28	13.80	14.33	14.89	15.48	16.11	16.75	
2	11.84	12.30	12.71	13.79	14.27	14.83	15.42	16.03	16.68	
3	14.00	14.43	14.85	15.32	16.68	17.21	17.89	18.60	19.35	
4	22.45	22.78	23.28	23.75	26.12	26.64	27.70	28.80	29.96	
5	23.06	23.45	23.95	24.47	26.87	27.45	28.58	29.70	30.89	
6	23.78	24.16	24.75	25.22	27.77	28.33	29.48	30.64	31.86	
7	24.61	24.98	25.46	26.11	28.57	29.31	30.49	31.70	32.97	
8	25.07	25.40	25.95	26.58	29.12	29.82	30.99	32.23	33.52	
9	26.23	26.67	27.15	27.77	30.47	31.16	32.40	33.69	35.04	

GRADE	
1	Laborer
2	Semi-Skilled Laborer
3	Horticulturist Aide, Auto Mech Serv Worker II, MEO
4	Skilled Laborer, HMEO, Auto Mech Serv Worker
5	Asst Horticulturist, Tree Trimmer, CEO, Storekeeper II
6	Auto Mechanic, Working Crew Chief, Storekeeper I
7	
8	Carpenter, Sr Auto Mechanic, Labor Crew Chief, Parks Labor Crew Chief, Horticulturist
9	Laborer Crew Chief I, Parks Labor Crew Chief I

CITY OF JAMESTOWN  
AFSCME CONTRACT  
WAGE SCHEDULE  
2021

**SCHEDULE FOR EMPLOYEES HIRED PRIOR TO 1/1/2015**

Increase  
2.00%

WAGE SCHEDULE "E" EFFECTIVE 1/1/2021							
GRADE	1	2	3	4	5	6	7
1	12.57	13.07	13.55	14.08	14.62	15.19	15.79
2	13.07	13.55	14.07	14.56	15.13	15.73	16.35
3	16.02	16.52	17.01	17.55	18.25	18.97	19.74
4	25.69	26.07	26.64	27.17	28.25	29.38	30.56
5	26.42	26.85	27.41	28.00	29.15	30.29	31.51
6	27.21	27.67	28.33	28.90	30.07	31.25	32.50
7	28.17	28.59	29.14	29.90	31.10	32.33	33.63
8	28.70	29.05	29.70	30.42	31.61	32.87	34.19
9	30.04	30.53	31.08	31.78	33.05	34.36	35.74

**SCHEDULE FOR EMPLOYEES HIRED AFTER 12/31/2014**

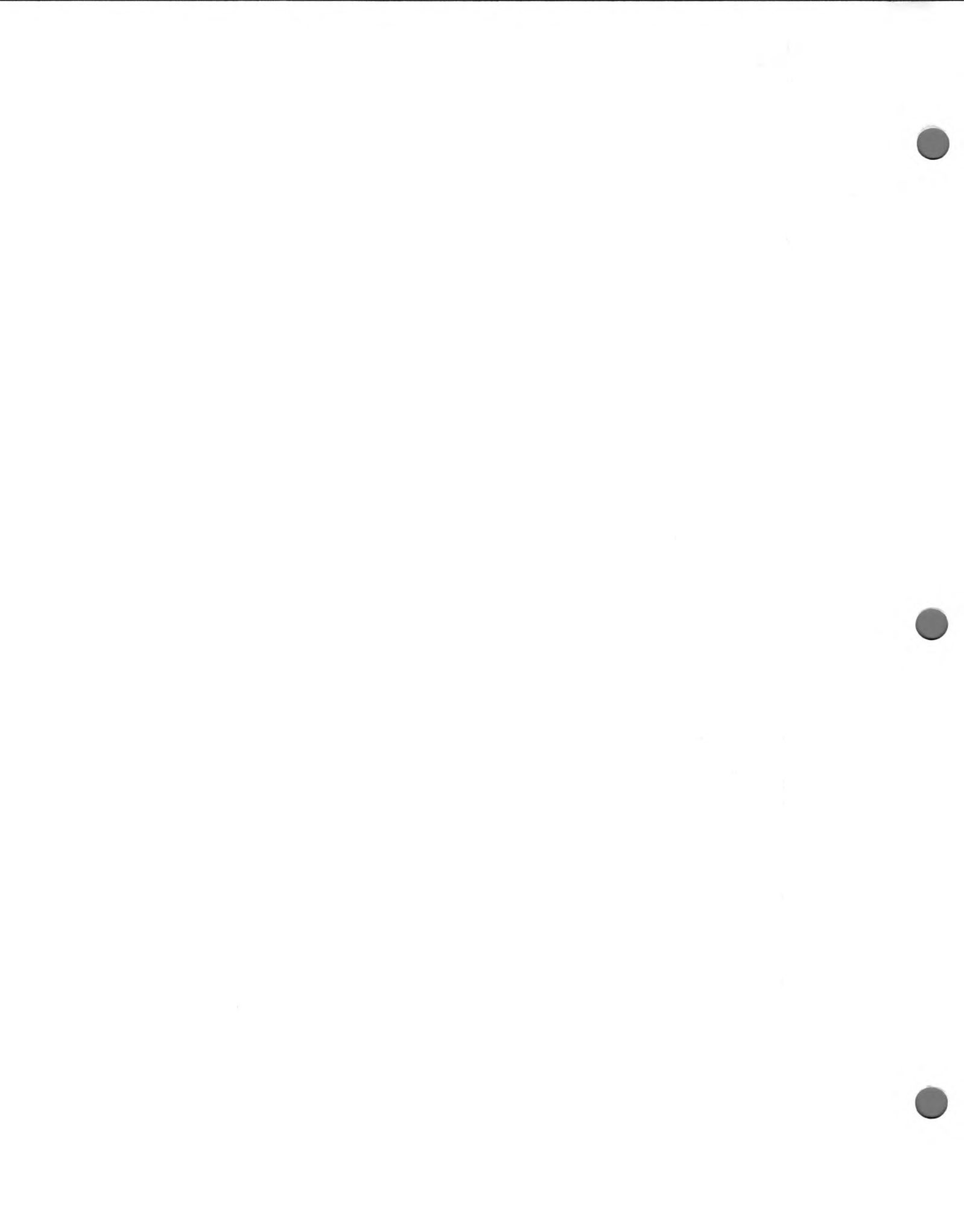
Increase  
2.00%

WAGE SCHEDULE "F" EFFECTIVE 1/1/2021									
GRADE	1	2	3	4	5	6	7	8	9
1	12.08	12.55	13.55	14.08	14.62	15.19	15.79	16.43	17.09
2	12.08	12.55	12.96	14.07	14.56	15.13	15.73	16.35	17.01
3	14.28	14.72	15.15	15.63	17.01	17.55	18.25	18.97	19.74
4	22.90	23.24	23.75	24.23	26.64	27.17	28.25	29.38	30.56
5	23.52	23.92	24.43	24.96	27.41	28.00	29.15	30.29	31.51
6	24.26	24.64	25.25	25.72	28.33	28.90	30.07	31.25	32.50
7	25.10	25.48	25.97	26.63	29.14	29.90	31.10	32.33	33.63
8	25.57	25.91	26.47	27.11	29.70	30.42	31.61	32.87	34.19
9	26.75	27.20	27.69	28.33	31.08	31.78	33.05	34.36	35.74

GRADE

- 1 Laborer
- 2 Semi-Skilled Laborer
- 3 Horticulturist Aide, Auto Mech Serv Worker II, MEO
- 4 Skilled Laborer, HMEO, Auto Mech Serv Worker
- 5 Asst Horticulturist, Tree Trimmer, CEO, Storekeeper II
- 6 Auto Mechanic, Working Crew Chief, Storekeeper I
- 7
- 8 Carpenter, Sr Auto Mechanic, Labor Crew Chief, Parks Labor Crew Chief, Horticulturist
- 9 Laborer Crew Chief I, Parks Labor Crew Chief I





## APPENDIX A

### CITY OF JAMESTOWN PRESCRIPTION DRUG PROGRAM

The purpose of the City of Jamestown Prescription Drug Program is to provide coverage for the basic prescription drug needs of employees, including hypodermic needles, assuring broad geographic coverage and quality products and services at competitive prices. The City of Jamestown has contracted through a Third Party Administrator (TPA) with a certain area pharmacies to accept the benefits payable under the prescription program as full payment for prescription drugs.

#### BENEFITS

The basic benefits payable under the drug program are those drugs as prescribed by your physician.

#### CO-PAYMENT

A co-payment is required for each prescription filled. Co-payments do not contribute to meeting your individual or family deductible. If the cost of the prescription is less than the co-payment, then the payment will be the cost of the prescription.

Co-payments effective July 1, 2020:

Generic:	\$7.00
Formulary:	\$40.00
Non-Formulary:	\$60.00

Co-payments effective January 1, 2021:

Generic:	\$7.00
Formulary:	\$40.00
Non-Formulary:	\$65.00

The cost for a maintenance/chronic drug prescription (60 day supply) will be one and one-half (1½) times the above amounts.

The cost for a mail order prescription (90 day supply) will be two (2) times the above amounts.

\* Formulary and non-formulary prescriptions to be determined by the City of Jamestown's Third Party Administrator (TPA).



## CLAIMS:

All employees will be provided with a prescription card. The participating pharmacies will honor your identification card (which must be presented at the time of purchase), collect the required co-payment and submit a billing to the TPA. Claim forms are not necessary when you use a participating pharmacy.

Should you choose to use a non-participating pharmacy, you must pay for the prescription and submit a claim to the TPA. The TPA will reimburse you directly from the amount which would have been paid had your prescription been filled at a participating pharmacy, less the required co-payment. Charges not reimbursed for obtaining a prescription at a non-participating pharmacy do not contribute to meeting your individual or family deductible.

Claim forms are available from the Human Resources Office. Claims must include an itemized receipt including the name of the dispensing pharmacy, patient name, date dispensed, drug dispensed, amount charged and prescribing physician.

## RESTRICTIONS:

The following restrictions apply to the Prescription Drug Program:

1. The quantity of drug dispensed cannot exceed a supply sufficient for thirty (30) consecutive days. However, prescription orders for "chronic" medications may be dispensed in a supply sufficient for sixty (60) consecutive days. Effective the first day of the month following ratification of the contract by both parties, but in no case later than forty-five (45) days after ratification:
2. Refills are allowed up to twelve (12) months, or as allowed by law, from onset if included in the original prescription.

## **EXCLUSIONS**

The following items and services are specifically excluded from the prescription drug program.

1. Medications available without a prescription (except insulin).
2. Mechanical devices, artificial appliances and therapeutic devices.
3. Vitamins.
4. Medications for an individual who is an inpatient.
5. Any charges for the administration of medications.
6. Charges for medications incurred as a result of an injury or illness which occurred on the job.
7. Rogaine.
8. Retin A (except as prescribed by a physician for acne).
9. Habitrol and Nicoderm (limited to one time use at \$300.00 maximum).



## APPENDIX B 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.

Effective the calendar year 2020 if an employee/retiree participates in this three step program the employee/retiree will pay 22% 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 28% of the plan premium. Employees who elect coverage under the Hybrid plan will pay 25% of the plan premium without participation in the Good-Life Program or 18% of the plan premium if they complete all three steps of the Good-Life Program.

Any employee hired

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

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**

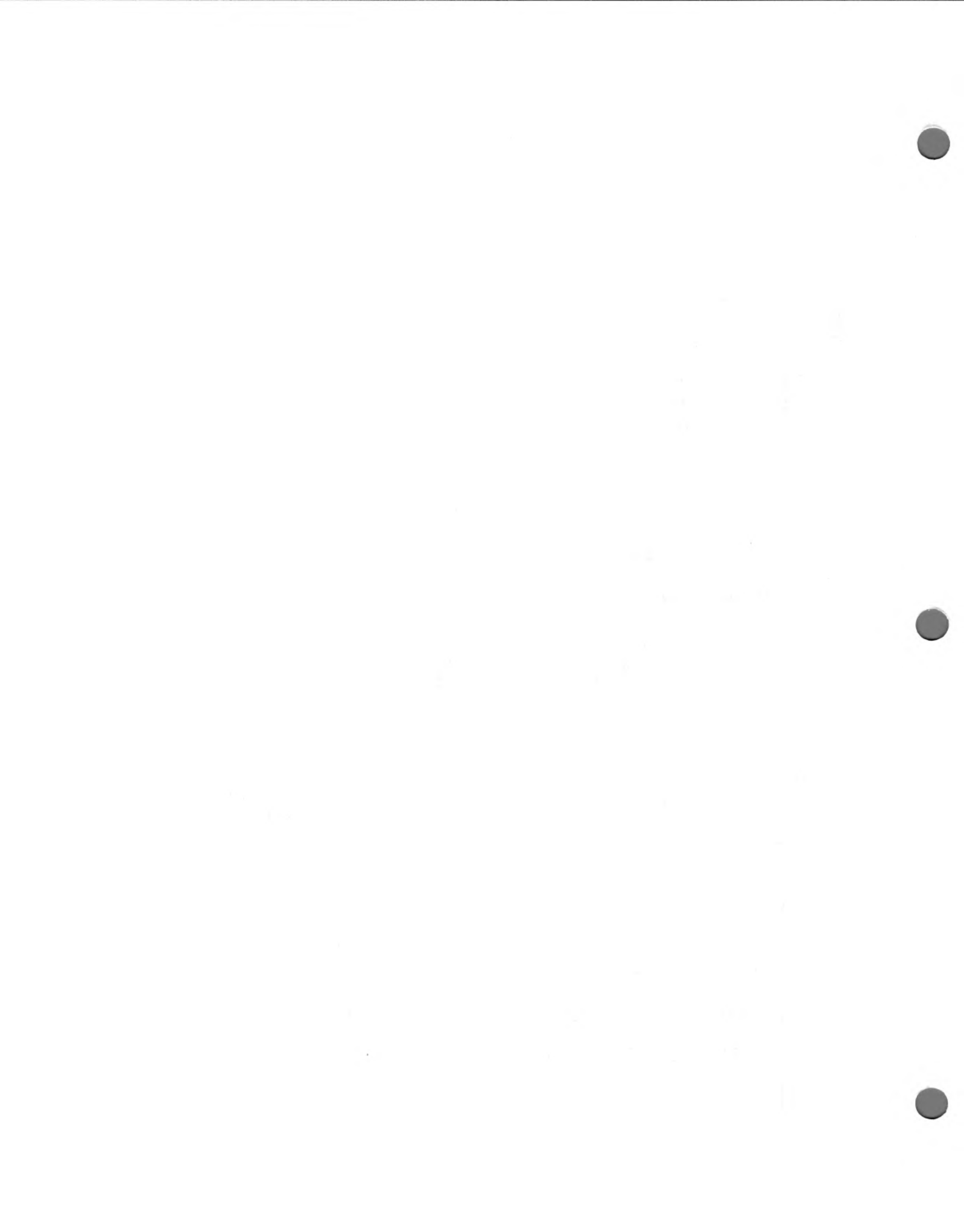
Employees/retirees may use the Physician Verification Form. Employees/retirees will need to schedule an appointment with their primary care physician to have the physician fill out the form. If an employee/retiree has seen their primary care physician between July 1<sup>st</sup> and January 1<sup>st</sup>, 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 31<sup>st</sup>. The form must be postmarked by March 31<sup>st</sup>.**

## **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 31<sup>st</sup>.**

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

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 31<sup>st</sup> 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 1<sup>st</sup>.**





# 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 [hcbswny.com](http://hcbswny.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



201909C10

BY COUNCILMAN DOLCE:

WHEREAS, that City of Jamestown and the American Federation of State, County and Municipal Employees (AFSCME), Council 66, Local 418, 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 American Federation of State, County and Municipal Employees (AFSCME), Council 66, Local 418, for the period covering January 1, 2019 through December 31, 2021, subject to the review and approval of the Corporation Counsel as to form.

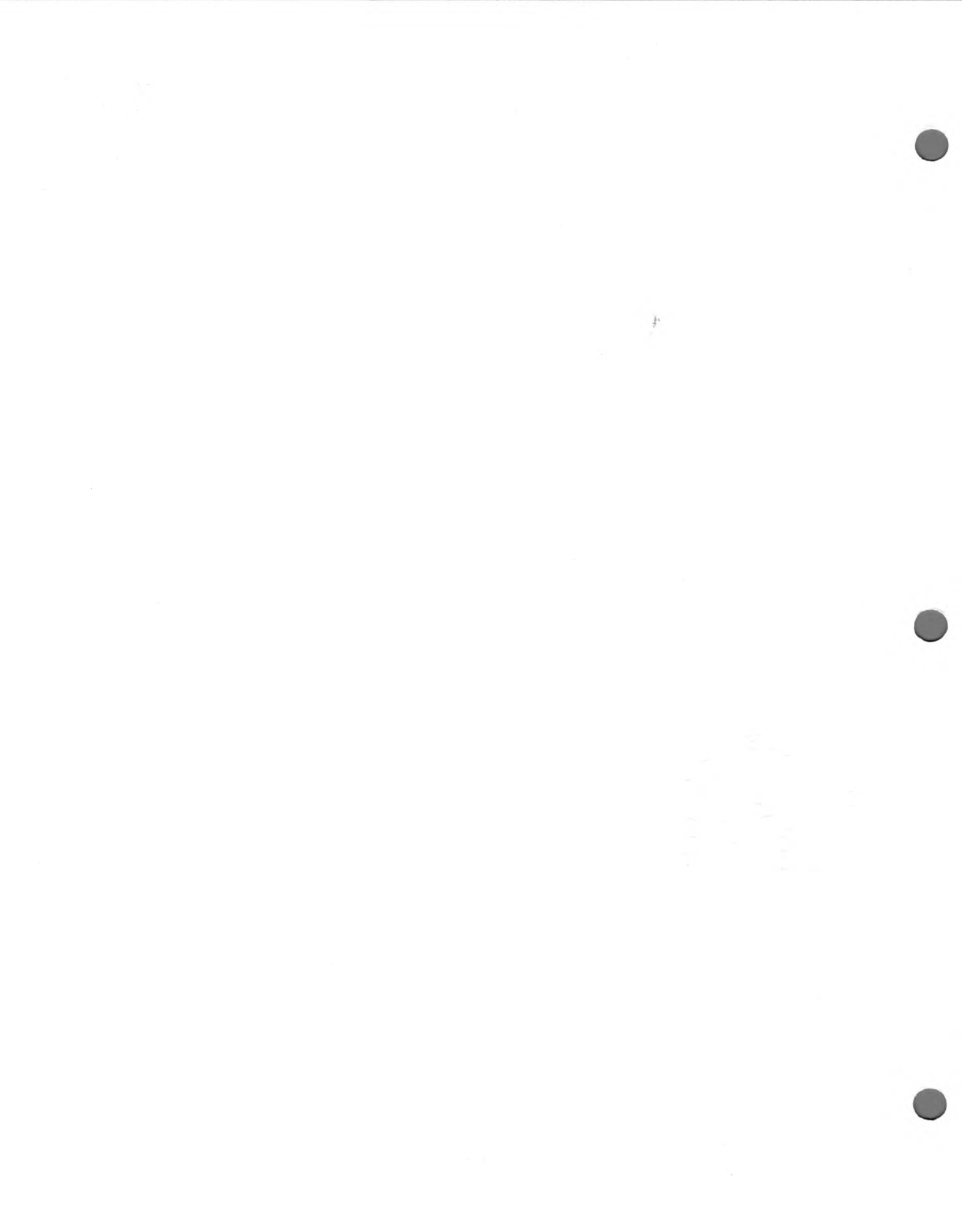
Carried: 9 – 0

I, James N. Olson, City Clerk and Director of Administrative Services 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 regular meeting held September 30, 2019.



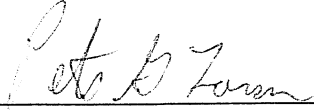
*James N. Olson*

October 1, 2019, James N. Olson, Director of Administrative Services/City Clerk



**CERTIFICATE OF CORPORATION COUNSEL**

In accordance with the Charter of the City of Jamestown, the undersigned Corporation Counsel of the City of Jamestown hereby certifies that the above instrument is in due and proper form and that the City of Jamestown, through the officer named herein, has the right to enter into this agreement.



\_\_\_\_\_  
Peter G. Larson  
Corporation Counsel

Dated: 12/20/19

