

**AGREEMENT**

**BETWEEN**

**JAMESTOWN CITY ADMINISTRATIVE ASSOCIATION**

**AND**

**THE CITY OF JAMESTOWN**

Effective Dates:

January 1, 2022, to December 31, 2025

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## PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of September 2019, by and between the City of Jamestown, hereinafter called the "City" and the Jamestown City Administrative Association hereinafter called the "Association."

### 1.0 RECOGNITION CLAUSE

The City of Jamestown recognizes the Jamestown City Administrators Association as the sole and exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees in the employer-employee negotiating unit described herein.

Positions included in the bargaining unit are:

1. Assessor
2. Traffic Engineering Supervisor
3. Engineering Technician
4. Streets and Sewer Supervisor
5. Supply and Equipment Manager
6. Operations Engineer
7. Building Maintenance Supervisor
8. Parks Manager
9. Working Crew Chief
10. Director of Technology and Communications
11. Assistant Civil Engineer
12. Real Property Appraiser
13. Deputy Director of Parks, Recreation & Conservation
14. Operations Assistant
15. Principal Account Clerk
16. Senior Account Clerk/Finance
17. Account Clerk/Deputy Registrar of Vital Statistics
18. Senior Account Clerk/Deputy Registrar of Vital Statistics
19. Administrative Assistant to the Assessor
20. Part-time Assessor
21. Payroll Supervisor
22. Personal Computer Specialist
23. Senior Civil Engineer
24. Parks Recreation Coordinator

### 2.0 MANAGEMENT RIGHTS

The Employer reserves its exclusive rights to exercise the normal functions of management. These shall include but are not limited to the right to hire new employees and to direct the working forces, to decide the method and schedule of work and production and manage its operations, to discipline, suspend, discharge for cause, lay-off, transfer employees and transfer employees because of lack of work, make the determination of the qualifications of employees for hiring, promotion, or other job related reasons and require that employees observe reasonable Employer rules and regulations.

Any and all rights, responsibilities, powers, and authority that the city had prior to entering this Agreement except as expressly and specifically abridged, delegated, granted or modified by this Agreement are retained by the City.



### **3.0 ASSOCIATION RIGHTS**

#### **3.1 NEW TITLES**

Should the City of Jamestown establish any new titles that are not currently in existence, the City shall give a copy of this new job title to the Union. After such new position is created and filled, the unit president of JCAA may then open negotiations regarding the inclusion of the position in the bargaining unit.

#### **3.2 PRINTING OF AGREEMENT**

Copies of this Agreement shall be printed at the expense of the City within thirty (30) days after the Agreement is ratified by both parties and final language is all agreed upon. Each member will be provided with a copy, and the Association will be provided with an additional ten (10) copies.

#### **3.3 BULLETIN BOARDS**

The Association shall have the right to post notices and communications on a bulletin board maintained on the premises readily accessible to all members. The officers and agents of the Association shall have the right to visit the employer's facilities for the purpose of administering the terms and conditions of this contract, and any other related matters these officers and agents deem necessary.

### **4.0 GRIEVANCE PROCEDURE**

#### **4.1 DEFINITIONS**

1. A grievance is a dispute or difference of opinion raised by an employee or a group of employees (with respect to a single common issue), involving the meaning, interpretation, or application of the express provisions of this Agreement.
2. Supervisor shall mean the Director of Human Resources or other administrator designated by the Mayor to hear grievances.
3. Days shall mean consecutive calendar days excluding days that City Hall is closed for business.
4. Employee shall mean any current member of the bargaining unit.

#### **4.2 MATTERS NOT SUBJECT TO ARBITRATION**

Infractions that could lead to discipline of a more severe nature than verbal or written warnings shall be dealt with by the provisions to the New York State Civil Service Law under Section 75 and Section 76.

### 4.3 PROCEDURE

1. All grievances and answers to grievances shall be in writing. Grievances shall be presented within fourteen (14) days after the employee or union knew or should have known of the act or condition on which the grievance is based.
2. If a decision at any step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred. It is not within the authority of any arbitrator to set aside such time limits.
3. Within fourteen (14) days of the complained event or action, the employee and union representative will present a grievance to the Director of Human Resources (or other administrator designated by the Mayor to hear grievances) for discussion and recommendation. The Director of Human Resources (or other administrator designated by the Mayor to hear grievances) shall have five (5) days to answer the grievance.
4. If the answer of the Director of Human Resources (or other administrator designated by the Mayor to hear grievances) is not satisfactory, within seven (7) days of date of the answer in Item 3, the union shall forward the grievance to the Mayor or his designee. The Mayor or his designee will conduct whatever investigation is necessary and may conduct a conference with the union and aggrieved party/parties. However, unless both parties agree to extend time limits, a final answer shall be given by the Mayor or his designee within fourteen (14) days of receiving the grievance.
5. If the answer of the Mayor or his designee is not satisfactory and for issues not covered under *Matters Not Subject to Arbitration*, the Association may request to proceed to arbitration within forty-five (45) days of receipt of the Mayor's decision.
6. If an answer is not given to the union within the above-listed time limits at any step in the procedure, the union may then proceed to the next step.
7. After a request to proceed to arbitration, the matter may be appealed to an impartial arbitrator to be chosen by mutual agreement of the parties.
8. If the parties fail to agree upon an arbitrator within fifteen (15) working days, then the union may request a panel of arbitrators from the American Arbitration Association under its rules and regulations. The employer and union shall each pay half of the fees and expenses of the arbitrator.
9. The City and Association may, by mutual agreement, meet at any time prior to the arbitration hearing to attempt to resolve the issue.
10. The arbitrator shall act in a judicial, not legislative capacity, and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. When an arbitration involves the issue of lay-off or recall, the arbitrator shall be without power to make a decision contrary to or inconsistent with New York State Civil Service Law. A decision rendered consistent with the terms of this Agreement shall be final and binding.
11. Costs of stenographic record or witnesses shall be borne by the party requesting same.

## **5.0 DISCIPLINE**

Full power of maintenance of discipline shall remain with the City, it being specifically understood and agreed, however, that this right shall be properly exercised with judgement and due regard for the reasonable rights of the employee. The City maintains the right to discharge any employee for just cause.

In the disciplining of employees, the concept of progressive discipline shall be utilized. The first mode of discipline shall be a written warning. After any employee receives two (2) written warnings for any reason, (and notwithstanding the provisions of the New York State Civil Service Law under Section 75 and Section 76), an employee may be given a disciplinary suspension without pay of a duration of no more than one (1) week. Discipline of a more severe nature will be dealt with by the provisions of Section 75 and 76 of the New York State Civil Service Law.

The questions of reasonableness for penalties of written warnings or suspensions of no more than one week imposed by the employer shall be a proper subject for the grievance procedure and shall be processed as provided in Article 4.0 of the Agreement.

## **6.0 EMPLOYEE RIGHTS AND RECORDS**

### **6.1 PRIVACY**

The employer is subject to the Freedom of Information Law and many details of the employment relationship are public information. To provide employee privacy, the City agrees that:

1. The City will request only that information from employees required for any business purpose, to enable the City to direct and manage the work force, for the purpose of conducting investigations, or for legal purposes.
2. The City will confirm employment, title, and length of employment over the phone for such items as credit or employment investigations from outside sources.
3. For such issues as credit or employment investigations from outside sources, the City agrees to require the employee's written approval before releasing details of earnings.
4. The City will require each employee involved in record keeping to adhere to these policies and practices.

### **6.2 CHANGES IN PERSONAL DATA**

All employees must contact the Personnel Office in the event of any change in name, address, phone number, marital status, or number of children at least one week prior to a new payroll period so this information can be updated on the computer.

### **6.3 LEGAL COUNSEL**

The City shall provide legal counsel where required for any employee, at no cost to the member, to defend actions arising out of the performance of City duties assigned to him/her.

### **6.4 MAINTENANCE OF RECORDS**

All official employee records will be maintained exclusively in the Human Resources' Office or in the Department Head's Office. The files maintained by the Department Heads shall be limited to the following information:

1. Attendance records.
2. Copies of performance evaluations.
3. Information relating to an employee's job performance.
4. Information necessary for the proper functions of the department.

Department files must be transferred to the Director of Human Resources' Office when the employee transfers or terminates employment with the City.

No anonymous material will be placed in the personnel file.

Any employee may request access to his/her personnel file either from the Director of Human Resources or the Department Head for the purpose of reviewing its contents. If requested by the employee, a copy of any documentation contained therein will be provided.

## **7.0 LEAVES OF ABSENCE**

### **7.1 PERSONAL LEAVE**

All employees shall be granted two (2) days of personal leave during each calendar year. New employees will be granted two (2) days of personal leave after six months of service. Personal days cannot be carried over from year to year.

The amount of personal days shall remain at two (2), however, effective January 1, 2022, employees of the City and the Jamestown City Administrative Association (hereinafter JCAA) may elect to exchange three (3) sick days to be used as a personal day. The election of using a sick day as a personal day will not adversely affect the employee's sick leave bonus.

Personal leave may be used in increments of one hour or more. Under normal circumstances the employee should request personal leave from the supervisor with a minimum of 24 hours advance notice before the absence. All such requests are subject to staffing requirements.

Personal days may be used for the purposes of mental health.

## **7.2 SICK LEAVE**

1. All city personnel are entitled to sick leave with pay. Accumulation of sick leave will begin after the first full completed calendar month. Sick leave allowance shall be accrued at the rate of one (1) day for each calendar month of service. Sick leave will be cumulative and may be used in full for injuries, disability, or illness as provided in this section.
2. Sick leave may be utilized in increments of one hour, after which increments of thirty (30) minutes may be utilized or more. Employees must request use of sick leave falling during the regular work day. When used for appointments scheduled in advance, the employee will notify the employer at least 48 hours in advance of intended use of sick leave. Use of emergency sick leave shall not be unreasonably withheld.
3. Any employee who is ill shall notify his or her supervisor or the office as early as practicable. The employee will state when he or she expects to return to work. Any employee returning to work after taking sick leave shall submit a written sick leave request no later than forty-eight hours after his return to work.
4. Temporary or seasonal employees are not entitled to sick leave.
5. An employee's regular straight-time rate will be paid.
6. In the event there is a question of sick leave being properly used, the Employer may require a doctor's certificate and/or request the employee to be examined by an Employer's doctor at the expense of the Employer. An employee on a prolonged illness or injury (in excess of ten (10) work days) may be asked to furnish a doctor's certificate every thirty (30) days thereafter if requested by the Employer.
7. Regardless of other provisions to the contrary, an employee shall not be entitled to sick leave where such sick leave results from other compensated employment or as a result of a crime.
8. Any employee using sick leave for discretionary time off rather than for an illness or injury is abusing their sick leave and may be subject to discipline.
9. A part-time employee will accrue sick leave at the rate of 1/2 day per month.

## **7.3 MATERNITY**

Any illness or disability caused by pregnancy or childbirth shall be treated as a temporary disability. Any employee ill or disabled as a result of pregnancy or childbirth shall be eligible to utilize their accumulated sick leave and/or paid vacation leave as part of their twelve (12) weeks of FMLA leave in any given year.

## **7.4 BEREAVEMENT**

City employees will have bereavement leave as follows:

In the event of a death in the immediate family, an employee shall be granted a leave of absence with pay for up to four (4) days as a Funeral Leave. For this purpose, the immediate family shall mean: spouse, mother, father, children (own or stepchildren).

Three (3) days leave of absence with pay shall be granted for the death of brother, sister, step-parents, mother-in-law, and father-in-law. Up to two (2) extra days may be given at the discretion of the department head, for a possible total of five (5) days of bereavement leave.

Two (2) days leave of absence with pay shall be granted for the death of grandchildren, grandparents, aunts, uncles, cousins, and all other in-laws. Up to three (3) extra days may be given at the discretion of the department head, for a possible total of five (5) days of bereavement leave.

A divorce in excess of two (2) years shall relieve the employer of responsibility of bereavement leave for the divorced or separated spouse and in-laws through that marriage.

The employee shall make the choice as to whether the leave is from the day of the death or from the day of the funeral.

## **7.5 UNPAID LEAVES OF ABSENCE**

Employees may request unpaid leaves of absence, not to exceed one year, without loss of health care benefits. Such unpaid leaves of absence will be at the sole discretion of the mayor or his designee and may be granted for such purposes as:

1. Personal illness (in excess of accumulated sick leave)
2. Educational and professional
3. Personal reasons

## **7.6 JURY DUTY**

Whenever an employee is required to appear for Jury Duty on his/her scheduled day(s) of work, he/she shall not suffer any loss of pay up to the equivalent of ten (10) working days pay. If the employee receives compensation for such jury service on his working days, the monies received for jury service shall be turned over to the City. The employee must return to his/her scheduled work when not required to be on jury duty. The employee shall notify the employer of a call for jury duty as soon as he/she has been notified of such jury duty to enable the employer to schedule a temporary replacement.

## **7.7 MILITARY LEAVE**

Military leave will be granted to employees in accordance with state and federal law.

## **8.0 HOURS OF WORK & COMPENSATION ITEMS**

## 8.1 HOURS

Normal hours of work will be seven and one half (7 1/2) hours a day and thirty seven and one half (37 1/2) hours per week. Employees shall receive compensatory time off for hours worked over 37 1/2 hours in any given week. Employees must be directed by their supervisor or have advance permission from the supervisor, Mayor, or Director of Human Resources to work over 37 1/2 hours in a given week. However, the normal hours of work will be eight (8) hours a day and forth (40) hours per week for the following positions in Department of Public Works:

Senior Civil Engineer	Parks Manager
Streets and Sewer Supervisor	Working Crew Chief
Operations Engineer	Supply and Equipment Manager

The appropriate salary grid lines will be adjusted to represent the addition of the two and one half (2½) hours additional work time for the six positions listed above. Overtime computation will be calculated for anytime worked above 40 hours in a week, on a Saturday/Sunday, or on a defined holiday. The computation of work days/sick days/vacation days will be based on eight (8) hours. If for example, one of the above positions is filled with an individual with 100 sick days, all those days would be considered eight (8) hour days. The same would apply to vacation/personal days.

Employees will be paid at time and one half for hours:

1. Worked in excess of 40 hours in any one week
2. Worked on Saturday and Sunday
3. Worked on a holiday as defined in the collective bargaining agreement
4. A minimum of two weeks notice shall be given if schedules are to be modified. During this period of time all parties involved will meet to discuss the situation and possible solutions.

## 8.2 CALL BACK

An employee who has left the premises and is called back to work after completing his regular tour of duty, or an employee who is called in on his day off, or an employee who is called in while on vacation, shall be paid time to be computed at his or her normal hourly rate and on a time and a half basis after hours for a given week exceed forty (40) hours. In such an instance a minimum of three (3) hours shall be credited

Double time will be paid to employees who work holidays for emergencies only. Emergencies shall be defined as events where the employee is called into work on a holiday by the Mayor/Mayoral Designee or because of a public health/safety exigency

## 8.3 ABSENCES FROM WORK

JCAA employees shall report their personal absences from work to the person designated in charge of the department in their absence.

#### **8.4 WAGES**

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

For year 2022	2.5%
For year 2023	2.5%
For year 2024	2.5%
For year 2025	2.75%

The Current Wage schedule would be modified to drop a step and add a step as outlined in the attached wage schedule.

All employees who have not yet received a step increase in 2019 will be eligible for a step increase on July 1, 2019 and will not be eligible for another step increase until July 1, 2021.

Each full-time employee will receive a one-time payment of Five Hundred Dollars (\$500.00) each part time employee will receive a one-time payment of Two Hundred Fifty Dollars (\$250.00) upon ratification of the contract.

#### **8.5 STEP INCREASES**

Employees paid at a rate below the maximum for their classification or job title will be advanced to the next step within their schedule after completing one year of service within their classification. Subsequent step increments will be granted on July 1 of every second year thereafter until the employee has reached his/her maximum step.

This schedule may be accelerated if recommended by the employee's immediate supervisor, the Mayor, or the Director of Human Resources.

#### **8.6 REIMBURSEMENT FOR EXPENSES**

The City will reimburse employees for pre-authorized expenses. Forms are available for this purpose from the Finance Office.

#### **8.7 MILEAGE ALLOWANCE**

If possible, City-owned vehicles should be used for official City business. Employees using their personal vehicles for official City business will record the mileage and purpose of such use and be reimbursed at the current IRS rate. Before use of personal vehicles for official City business, such use must be approved in writing by the employee's supervisor. Such approval shall include the scope and purpose of the use of a personal vehicle.

#### **8.8 LONGEVITY**

Longevity allowance shall be paid to all eligible JCAA members according to the following schedule:



\$750 after five (5) years of continuous service  
\$1,050 after ten (10) years of continuous service  
\$1,350 after fifteen (15) years of continuous service  
\$1,550 after twenty (20) years of continuous service  
\$1,750 after twenty-five (25) years of continuous service

Payment will be made during the first two weeks of December in any given year.

### **8.9 SICK PAY BONUS**

An employee who has not used any sick leave during the previous twelve (12) months shall receive a sick bonus of \$400. An employee who has used one (1) sick day during the previous twelve (12) months shall receive a sick bonus of \$300. An employee who has used two (2) sick days during the previous twelve (12) months shall receive a sick leave bonus of \$200.

One sick day for purposes of this section shall be one incident not exceeding one (1) day in which sick leave is taken. The only exception to this would be for routine visits to healthcare providers for which less than one day of sick leave is used and are scheduled during the regular work day.

Part time employees will receive one half (1/2) of the above amounts.  
Payment will be made in the first pay period of January of the following year.

### **8.10 TUITION REIMBURSEMENT**

The intention of this policy is to allow full-time employees to receive reimbursement for job related courses at an accredited Institution of higher education. It is the policy of the Council to require advance application by the employee and advance approval by the Council. This approval will have the effect of affirming the relationship of the course to the job.

The following elements of this policy apply:

1. Employee will make application to his department head requesting approval for attendance, as part of his duties, at a specified course at an accredited institution of higher education.
2. Application will include the name of the course, the institution, the time and dates of its scheduling, and the amount of tuition.
3. The application will describe the relationship of the course to the individual's job and will briefly describe the skills, knowledge and capabilities expected to be acquired from attendance at the course.

4. The applicant states that he will attend the course during off-duty hours and make no claim on the City, and his employer, for wages, benefits and travel expenses, or any other expenses other than tuition, books, student fees, and/or laboratory fees incidental to his attendance at the course.
5. Applicant will certify that he does not expect tuition assistance from any other source and will not apply for any; and if any other tuition reimbursement or related educational aid is received based on attendance at that course, he will repay the City's payment to him promptly.
6. Applicant understands that payment will be made upon satisfactory completion of the course with "C" average or better and submission of a transcript with the voucher requesting reimbursement.
7. Applications will be forwarded to the department head for his recommendation and upon approval from the department head to the Finance Committee for recommendation to the Council to be approved prior to the opening of the classes for the course.

## **9.0 GROUP BENEFITS**

### **9.1 HEALTHCARE**

All JCAA employees (part-time employees covered on a pro-rata basis) 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. The benefits are the minimum benefits provided by the employer. JCAA employees become eligible for coverage on the first day of the month following thirty (30) days of service.

All JCAA employees will be expected to make monthly contributions toward their medical and dental insurance program. The Employer will provide a pre-tax option for such premiums.

Continuing January 1, 2022, 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 26% 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 19% 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 employee/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 26% 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 19% towards the total monthly premium for health and dental insurance. Members must meet all the requirements for continuation of payment of the lower premium.

Continuing January 1, 2025, 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 27% 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, Highmark Blue Cross/Blue Shield (BC/BS) will pay 20% towards the total monthly premium for health and dental insurance. Members must meet all requirements for continuation of payment of the lower premium. Members of the unit hired after January 1, 2020, shall only be eligible to participate in the hybrid plan.

Terms of the Good Life Program are outlined in Appendix E. Terms of the Hybrid Plan are attached as Appendix H.

Effective January 1, 2022 all members hired before January 1, 2020 who do not elect to participate in the Hybrid Plan shall pay 30% 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 24% towards the total monthly premium for health and dental insurance. Members must meet all the requirements outlined in Appendix E for continuation of payment of the lower premium.

Effective January 1, 2025, all members hired before January 1, 2020, who do not elect to participate in the Hybrid plan shall pay 31% towards the total monthly premium for health and dental insurance. All members of the unit who actively participate in the Good Life Program offered through the City's third-party administrator, High Mark Blue Cross/Blue Shield (BC/BS) will pay 25% towards the total monthly premium for health and dental insurance. Members must meet all requirements for outline in Appendix E for the continuation of payment of the lower premium.

Existing Plan Deductibles:

Effective January 1, 2020, the major medical deductible will be six hundred dollars (\$600.00) for family coverage and three hundred dollars (\$300.00) for single coverage.

Effective January 1, 2023, the major medical deductible will be eight hundred dollars (\$800.00) for family coverage and four hundred dollars (\$400.00) for single coverage.

Effective January 1, 2025, the major medical deductible will be one thousand dollars (\$1,000.00) for family coverage and five hundred dollars (\$500.00) for single coverage.

#### Hybrid Plan Deductibles:

Effective January 1, 2020 for those employees enrolled in the hybrid plan, the in-network single deductible will be five hundred dollars (\$500.00) and the in-network family deductible will be one thousand dollars (\$1000). The out-of-network single deductible will be one thousand five hundred dollars (\$1500) and the out-of-network family deductible will be three thousand dollars (\$3000).

Effective January 1, 2020 co-payment for prescription drugs will be \$ 8.00 for generic/\$40.00 for formulary/\$65.00 for non-formulary.

1. Mail order prescriptions will remain at two (2) times the co-pay for a ninety (90) day supply. Local pharmacy will be one and one-half (1½) times the co-pay for a sixty (60) day supply.
2. Employees hired before January 1, 2020 retiring from city employment may continue in the city healthcare plan retaining the coverage for themselves and those family members that were covered as of the employee's last day of employment. 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. Payment for healthcare during retirement will be an equal amount to the amount paid by active employees.

Those employees hired after January 1, 2020 will only be offered continued coverage as retirees in the hybrid plan until the date they become eligible for Medicare coverage.

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

- a. Those with less than five years of service may not continue in the city healthcare plan except for COBRA benefits.
- b. Those with five (5) years of service may continue in the city healthcare plan providing they pay 50% of the cost of such plan.
- c. Those with ten (10) years of service may continue in the city healthcare plan providing they pay 45% of the cost of such plan.

- d. Those with fifteen (15) years of service may continue in the city healthcare plan providing they pay 40% of the cost of such plan.
- e. Those with twenty (20) years or more of service may continue in the city healthcare plan providing they pay the same amount as active employees pay.
- f. No retiree will pay less than active employees but will pay according to the above table (a-d) or what active employees pay whichever is greater.

Upon the death of an eligible active employee, the spouse/and or dependent children of such employee may continue to participate in the aforementioned health and dental insurance plans provided such spouse/and or dependent children continues to pay the portion of premiums required to be paid by their spouse as an active employee. The following chart will be used to determine the length of this benefit.

<i>If Employed</i>	<i>Survivor allowed to continue at current rate for up to</i>
<i>0-3 years</i>	<i>1 year</i>
<i>4-15 years</i>	<i>3 years</i>
<i>16-25 years</i>	<i>10 years</i>
<i>25 Plus years</i>	<i>15 years *</i>

\* For the first ten (10) years of this period the rate charged will be two and one-half percent (2 ½%) above the rate paid for by current employees. The next five years of this period the rate charged will be five percent (5%) above the rate paid for by current employees.

Surviving spouse/and or dependent children may continue coverage at 100% employer's cost for as long as they wish beyond the schedule listed above. Employees that retire during the pendency of the negotiation will not be required to contribute according to the above table (a-e).

## **10.0 VOLUNTARY DEDUCTIONS**

### **10.1 VOLUNTARY DEDUCTIONS**

Authorized deductions will be made for Association dues, fringe benefit contributions, United Way, Credit Union, Flex 125 Plan, the current 457(b) plan, VOTE/COPE, NYSUT Member Benefits, and such other deductions as are mutually agreed upon.

### **10.2 AGENCY FEE**

A person in the bargaining unit who is not a member of the Association shall be required to pay an agency fee as per terms of the Taylor Law. Money so deducted will be transmitted to the Association in the same manner as regular dues deduction. The Association will hold the City of Jamestown harmless from all claims, demands, suits, and liabilities of every kind arising out of the operation of this provision.

## 10.3 DUES

**Bi-Weekly Frequency:** January 1 to December 31

**Certification Date:**

The Association shall annually certify to the Director of Human Resources, in writing, the current rate of its membership dues no later than two (2) weeks prior to the first pay period in January.

**Authorization:**

No later than two (2) weeks prior to the first pay period of January the Association shall provide the Director of Human Resources with a list of and the original executed dues deduction authorization cards.

**Deduction Schedule:**

The total annual membership dues for the Association shall be deducted from the wages due the employees who have voluntarily signed the dues deduction authorization cards as follows. Authorizations for employees submitted after the beginning of the year will be honored and the deduction made in the remaining pay periods during which deductions are to be taken, commencing the first available bi-weekly pay following two (2) weeks after receipt of such authorization by the City. Association dues deducted shall be promptly remitted to the Association following each payroll period.

**Length of Authorization:**

Dues deduction authorizations will remain in effect until canceled by an employee or until an employee terminates services.

**List of Deductees:**

Along with the first transmittal of dues monies each year, the City shall supply the Association with a list of all employees on payroll dues deduction as of that date. With each of the following dues transmittals, the City will notify the Association of any additions, deletions, or changes from the original list.

## 11.0 VACATION

### 11.1 VACATION ACCRUAL

JCAA employees will accrue and use vacation time under the following guidelines:

1. Vacation will be accrued monthly on a pro-rated basis. Individuals employed at less than full time will receive all benefits contained in this section of the collective bargaining agreement based on a pro-rata basis.
  - a. One twelfth (1/12) of the total yearly vacation will be accrued each month.
  - b. Vacation will be accrued in one year and used in the next year.
2. Vacation will be requested as far in advance as possible. In the event such a request is made less than 48 hours in advance due to circumstances beyond the control of the employee, the granting of the utilization will not be unreasonably withheld. Vacation utilization will be granted by the supervisor based on staffing needs, and not unreasonably withheld. Vacation for the period of March to December may be requested prior to March 1 in any given year and will be granted based on seniority. All other vacation requests will be considered on a first come, first served basis.

3. Vacation will be accrued starting on the first day of employment.
4. The minimum amount of vacation that may be used is one-half (½) day.
5. The vacation schedule is as follows. (Individuals less than full time will receive a percentage of the days listed based on their percentage of employment time compared against full-time employment.)

<u>Length of Service</u>	<u>Vacation</u>
During first year	See below
Second year	10 Days
Five years	15 Days
Ten years	22 Days
Fifteen years	24 Days
Twenty years	25 Days
Twenty-seven years	28 Days

6. It is intended that JCAA employees take their yearly vacation allotment during the anniversary year in which it is made available. In instances where circumstances have precluded the use of the full allotment, balances up to a maximum of two (2) weeks may be carried over to the next year. Such request must be made on or before their anniversary date.

Employees hired after January 1, 2021, will receive five (5) days of vacation upon achieving six (6) months of employment and the completion of their probationary term.

## **11.2 VACATION BUY BACK**

All employees who have earned at least three (3) weeks of vacation may elect to sell back to the City two (2) weeks of their allotted vacation at straight time. At least one pay period in advance of the employee's anniversary date notice shall be given to the Director of Human Resources. Vacation time sold back must be vacation time already earned.

## **12.0 HOLIDAYS**

### **12.1 PAID HOLIDAYS**

The following are considered paid holidays for JCAA employees:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day

Independence Day

Christmas Day

Labor Day

½ Day before New Year's Day

If such holidays fall on a Saturday or Sunday, the preceding Friday or following Monday respectively shall be observed as the holiday.

### **13.0 SENIORITY & CIVIL SERVICE**

#### **13.1 DEFINITION**

1. Seniority is the length of continuous employment in a position in the bargaining unit commencing with the latest date of hiring. In the instance where two or more employees are hired on the same date, their seniority shall be on an alphabetical basis (last name).
2. While no seniority is earned during a layoff, time on layoff shall not be a break in service for seniority purposes only. Further, a laid off employee with seniority rights need not serve another probationary period upon recall to employment.

#### **13.2 LIST**

1. A seniority list shall be formulated and issued to JCAA. Employees shall have 45 calendar days after the issuance of the initial seniority list to question their placement.
2. For employees listed on a prior seniority list, such employees shall have 30 calendar days after the issuance of each seniority list to question any changes in their placement.

#### **13.3 SENIORITY RIGHTS**

1. Seniority shall be used for the following purposes:
  - a. Retention in case of reduction in work force.
  - b. Recall in the event of layoff.
  - c. Reassignment or "bumping" in the case of reduction in the work force.
2. Seniority rights shall terminate for unit employees laid off and not recalled for two (2) years after the date of the original layoff
3. In cases of reassignment or "bumping" due to reduction in the work force, the employee must be qualified and able to perform any job requested due to seniority.
4. All new hires including individuals rejoining the unit shall serve a 6 month probationary period. During this period, the employee will be evaluated and may be terminated at the discretion of the employer.

#### **13.4 REDUCTION IN FORCES**

##### **13.4.1 PEL List**

Employees (both full- and part-time) to be put on a preferred eligible list as a result of reductions in force for a period of up to two years



#### **13.4.2 Health Insurance**

An employee laid off as a result of reduction in force will be permitted to retain health insurance coverage in the City's plan until such time as he/she obtains full-time employment or until the fourth anniversary date of his/her last day of work for the City, whichever occurs first. The cost of such coverage shall be borne solely by the affected employee.

#### **13.4.3 Notice to Association**

The Association shall be advised when reductions in staff are determined. Input from the Association on contemplated staff reductions will be actively solicited prior to final implementation of such reductions.

### **13.5 CIVIL SERVICE**

All City employees are covered by and subject to the rules and regulations of Civil Service. These rules and regulations are implemented in the City through the Director of Human Resources and are administered by the Chautauqua County Human Resources/Civil Service Office. Any questions regarding Civil Service should be directed to the Director of Human Resources' Office.

## **14.0 RETIREMENT**

### **14.1 RETIREMENT LONGEVITY**

The City agrees to pay each retiring employee a retirement longevity of \$2600. To qualify, the employee must give one (1) year advance notice of his/her intention to retire and then actually retire. Such employee must have completed at least ten (10) years of continuous service with the City. The payment will be made in the final check to the employee.

In the event of a state offered incentive that impacts the above notice period, the period and payment will be waived. Should there be a life altering event prior to the retirement date designated by the employee then such employee may withdraw the request prior to payment by the city.

### **14.2 SICK LEAVE AT RETIREMENT**

Employees covered under this agreement shall be entitled to take accumulations of sick leave with pay up to one hundred ninety (190) workdays based on the employee's workday at the time of his/her retirement from City service or their death while in service.

### **14.3 RETIREMENT SYSTEM**

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.

## **15.0 PROFESSIONAL GROWTH**

### **15.1 SEMINARS AND CONFERENCES**

Requests to attend seminars and conferences should be presented to the Mayor or his designee as far in advance as possible. At least one month is generally required since all requests must be ultimately approved by the City Council. Permission for employees to attend seminars and conferences shall be at the sole discretion of the Mayor or his designee.

#### **15.1.1 Tuition Reimbursement**

The City will reimburse employees for certain job related college course work. For a full description of the "Tuition Reimbursement," see Appendix H.

#### **15.1.2 C.E. Reimbursement**

The City will reimburse employees for continuing education course work that is required to keep professional licenses that are relevant to the current work assignment active.

### **15.2 PROFESSIONAL AFFILIATIONS**

JCAA employees are encouraged to join and actively participate in job related professional organizations. Membership dues in these organizations will be provided by the City subject to the approval of the immediate supervisor.

### **15.3 TOLLS**

Receipts will be required for reimbursement.

### **15.4 RATE FOR TRAVEL**

Use federal rate currently in effect.

### **15.5 DAY TRIPS**

Meal cost will be reimbursed at the current reasonable and customary rate.

### **15.6 PARKING**

Receipts will be required for reimbursement.

## **16.0 MISCELLANEOUS**

### **16.1 GENDER USE**

Whenever used herein, the use of the masculine gender shall include the feminine gender and the use of the feminine gender shall include the masculine gender.

## **16.2 TERMINATION BENEFITS**

Upon retirement, all unit employees shall receive vacation and longevity accruals to the nearest month along with unused personal leave.

Upon voluntary termination of employment, all unit employees shall receive vacation accruals to the nearest whole month along with unused personal leave.

Upon discharge, all unit employees shall receive vacation accruals to the nearest whole month along with unused personal leave.

An employee who leaves the employment of the city through no fault or cause of his/her own, such as permanent layoff, abolition of position or failure to be re-appointed, shall be paid unused personal leave along with vacation, and longevity accruals to the nearest whole month. Employees with two (2) years or more of service will be allowed to use up to two (2) weeks of accumulated sick time at the time of layoff; abolition; or failure to be re-appointed.

## **16.3 SAVINGS CLAUSE**

If any provision of this Agreement or application of this agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.

## **16.4 INTERNS**

Responsibility for the supervision of interns will be handled by each department.

It is understood by the parties that the intern may be doing unit work during the duration of the internship program.

The City warrants that the use of interns will in no way affect job security, unit positions, or benefits enjoyed by unit members.


## **16.5 STATUTORY CLAUSE**

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

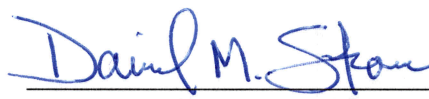
## **17.0 SUBSCRIPTION**

In witness of all the foregoing, the authorized representatives of the parties have signed their names below on the dates indicated.

**FOR THE CITY:**

  
\_\_\_\_\_  
EDWARD A. SUNDQUIST, Mayor  
City of Jamestown, Chairmen of the JURA Board  
Association/JURA Unit

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
DANIEL STONE, President  
Jamestown City Administrative

Dated this 4<sup>th</sup> day of May, 2021

**APPENDIX A—2016-2019 SALARY SCHEDULE**

See attached Wage Schedule – final draft will include 2016-2019 schedule in this appendix.

**APPENDIX B – 2020 SALARY SCHEDULE**

See attached Wage Schedule – final draft will include 2020 schedule in this appendix.

**APPENDIX C – 2021 SALARY SCHEDULE**

See attached Wage Schedule – final draft will include 2021 schedule in this appendix.

## APPENDIX D 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. In 2020 if you decide to participate in this three step program and successfully complete all the required steps of the plan, you will pay 22% of the plan premium for the calendar year. If you do not participate in the Good Life or if you do not complete all the required steps you will pay 28% of the plan premium. This adjustment will occur as of April 1, 2020.

In 2021 if you decide to participate in this three step program and successfully complete all the required steps of the plan, you will pay 23% of the plan premium for the calendar year. If you do not participate in the Good Life or if you do not complete all the required steps you will pay 29% of the plan premium. This adjustment will occur as of April 1, 2021.

In 2020 if you are enrolled in the Hybrid plan and decide to participate in this three step program and successfully complete all the required steps of the plan, you will pay 18% of the plan premium for the calendar year. If you do not participate in the Good Life or if you do not complete all the required steps you will pay 25% of the plan premium. This adjustment will occur as of April 1<sup>st</sup> in each year you are enrolled in the Hybrid Plan.

The first two steps of The Good Life are:

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

You may attend a Health Screening event (date and time to be determined) at the Municipal Building. Once a date and time has been selected, you must contact Beth Ecklund at 716-483-7610 to schedule a time.

**OR**

You may use the Physician Verification Form. You will need to schedule an appointment with your primary care physician to have them fill out the form for you. If you have seen your primary care physician between July 1, 2014 and January 2015, you do not need to schedule a new appointment. You may take the Physician Verification Form to your Dr.'s office and have them fill in the information required using the information they have on file from your visit in the last six months. You are responsible to mail the original copy of the form to the address provided on the form to BlueCross BlueShield (BCBS). **PLEASE KEEP A COPY FOR YOUR RECORDS. 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](http://bcbswny.com). You will need to register as a member and complete the Health Assessment. The Health Assessment is a series of multiple choice questions about your health. If you need help with the Health Assessment you may schedule a time with Beth Ecklund and she will help you complete the assessment. You may also call the number on the back of your 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 you complete these two steps by March 31<sup>st</sup>, in 2015 you will continue to pay 18% of the plan premium and in 2016 you will pay 19% of the plan premium. If you do not complete both of these steps you will begin paying the increased plan premium as of April 1<sup>st</sup>.

After completing the first two steps of The Good Life you will be contacted by BCBS to inform you if you must complete the third and final step of The Good Life program, Health Coaching. If you do 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 you are required to complete the third step and fail to do so you will begin paying the increased premium of as of August 1<sup>st</sup>.**





**APPENDIX F  
JAMESTOWN CITY ADMINISTRATIVE ASSOCIATION  
GRIEVANCE FORM**

**INFORMAL STAGE:** *The aggrieved party shall present in writing his grievance within fourteen (14) working days of the time the party knew or should have known of the alleged grievable incident to his immediate supervisor who shall informally discuss the grievance with the aggrieved individual.*

Grievant or Grievants Name(s) \_\_\_\_\_ Position: \_\_\_\_\_

Immediate Supervisor's Name: \_\_\_\_\_ Department: \_\_\_\_\_

Date on which the alleged violation(s) occurred: \_\_\_\_\_

Specific provision(s) and page number(s) of the Agreement alleged to have been violated:

\_\_\_\_\_  
\_\_\_\_\_

Statement of grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy desired: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**STAGE 1: Supervisor—Written Decision**

Date of Written Presentation: \_\_\_\_\_

Date of Response: \_\_\_\_\_

Association Representative: \_\_\_\_\_

**STAGE 2: Mayor (Chief Executive Officer)**

Date of Formal Presentation: \_\_\_\_\_

Date of Response (Copy Attached): \_\_\_\_\_

Association Representative: \_\_\_\_\_

**STAGE 3: Binding Arbitration**

Date of filing: \_\_\_\_\_

Association has 45 days from receipt of Mayor's decision to file.

*Copies to: Grievant; Grievance Chairperson; President, JCAA; Supervisor (at Stage 1 Written)*

APPENDIX G

APPLICATION FOR TUITION AUTHORIZATION AND REIMBURSEMENT

Name: \_\_\_\_\_ Department: \_\_\_\_\_  
Position Title: \_\_\_\_\_ Date of Employment: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Work Shift: \_\_\_\_\_  
Degree of Education Level Presently: \_\_\_\_\_  
Course Title(s) and No(s): \_\_\_\_\_ Credit Hours: \_\_\_\_\_  
\_\_\_\_\_  
College or University: \_\_\_\_\_  
Address: \_\_\_\_\_  
Times/Dates Offered: \_\_\_\_\_  
Tuition Amount: \_\_\_\_\_  
Relationship to Job: \_\_\_\_\_  
(Briefly describe skills, knowledge, capabilities to be acquired: \_\_\_\_\_  
\_\_\_\_\_

I hereby apply for authorization to attend the above listed job-related course with tuition reimbursement and/or laboratory fee reimbursement to be applied for upon submission of evidence of satisfactory completion (grade "C" or better) of the course. I will attend the classes during off-duty hours and will make no claim upon the City for wages, benefits, travel expenses, books, or fees incidental to my participation in this course. I certify that I will not apply for educational assistance under any other program for attendance at this course(s), and if any assistance is received, I will promptly repay the City's tuition payment. I understand that specific approval must be received from the City Council prior to the start of the classes.

Date: \_\_\_\_\_ Employee Signature \_\_\_\_\_

Department Head Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Committee Approval Date: \_\_\_\_\_

Council Resolution Date: \_\_\_\_\_

JCAA CONTRACT

2022 Contract

Job Title	2.50% Increase					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Operations Engineer	75,847	78,823	81,918	85,140	88,547	92,089
Street and Sewer Supervisor	66,897	69,515	72,242	75,074	78,077	81,200
Supply and Equipment Manager	63,286	65,761	68,333	71,001	73,845	76,799
Senior Civil Engineer	80,706	83,877	87,173	90,601	94,224	97,993
Assistant Civil Engineer	67,538	70,189	72,944	75,809	78,840	81,993
Building Maintenance Supervisor	55,033	57,160	59,373	61,699	64,169	66,736
Engineering Technician	30,929	33,976	37,325	41,002	45,045	46,847
Traffic Engineer Supervisor	63,156	65,686	67,975	71,043	73,885	76,841
Parks Manager	66,944	69,565	72,287	75,126	78,132	81,258
Deputy Dir. of Parks, Recreation & Conservation	53,478	55,619	57,841	60,158	62,565	65,068
Working Crew Chief	59,856	62,194	64,629	67,150	69,836	72,629
Parks Recreation Coordinator	37,104	38,589	40,132	41,736	43,406	45,142
Personal Computer Specialist	22.95	23.96	24.88	25.82	26.86	27.94
Assessor	69,293	72,008	74,840	77,831	80,944	84,181
Deputy Registrar Vital Statistics/Deputy Clerk	35,861	37,297	38,790	40,340	41,953	43,631
Real Property Appraiser	62,093	64,573	67,159	69,843	72,639	75,544
Administrative Assistant to the Assessor	46,275	48,060	49,901	51,812	53,884	56,039
Senior Account Clerk Typist	40,896	42,533	44,228	46,001	47,840	49,754
Principal Account Clerk	43,642	45,314	47,053	48,936	50,893	52,929
Principal Account Clerk to the Comptroller	41,761	43,642	45,314	47,053	48,936	50,894
Account Clerk Typist/Dep. Reg. Of Vital Statistics	32,411	33,637	41,623	43,406	45,142	46,948
Account Clerk Typist/Comptroller	32,411	33,640	35,886	37,321	38,814	40,367
Payroll Supervisor	43,217	44,876	46,600	48,465	50,403	52,419
Administrative Assistant	28,131	29,465	30,799	32,136	33,419	34,756
Director of Youth Svc.	46,837	48,644	50,527	52,482	54,581	56,764
Contract (part time) Assessor	43,968	46,554	49,142	51,727	54,312	56,485
Assessor (Part-Time) Busti-Ellicott contract 4/1/09	27,611	28,717	29,864	31,059	32,300	33,593
Director of Technology & Communications	72,779	75,690	78,718	81,866	85,141	88,547
Senior Account Clerk/Deputy Registrar Vital Statistics	41,699	43,361	45,099	46,902	48,673	49,753

JCAA CONTRACT

2023 Contract

Job Title	2.50% Increase					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Operations Engineer	77,743	80,794	83,966	87,269	90,761	94,391
Street and Sewer Supervisor	68,569	71,253	74,048	76,951	80,029	83,230
Supply and Equipment Manager	64,868	67,405	70,041	72,776	75,691	78,719
Senior Civil Engineer	82,724	85,974	89,352	92,866	96,580	100,443
Assistant Civil Engineer	69,226	71,944	74,768	77,704	80,811	84,043
Building Maintenance Supervisor	56,409	58,589	60,857	63,241	65,773	68,404
Engineering Technician	31,702	34,825	38,258	42,027	46,171	48,018
Traffic Engineer Supervisor	64,735	67,328	69,674	72,819	75,732	78,762
Parks Manager	68,618	71,304	74,094	77,004	80,085	83,289
Deputy Dir. of Parks, Recreation & Conservation	54,815	57,009	59,287	61,662	64,129	66,695
Working Crew Chief	61,352	63,749	66,245	68,829	71,582	74,445
Parks Recreation Coordinator	38,032	39,554	41,135	42,779	44,491	46,271
Personal Computer Specialist	23.52	24.56	25.50	26.47	27.53	28.64
Assessor	71,025	73,808	76,711	79,777	82,963	86,286
Deputy Registrar Vital Statistics/Deputy Clerk	36,758	38,229	39,760	41,349	43,002	44,722
Real Property Appraiser	63,645	66,187	68,838	71,589	74,455	77,433
Administrative Assistant to the Assessor	47,432	49,262	51,149	53,107	55,231	57,440
Senior Account Clerk Typist	41,918	43,596	45,334	47,151	49,036	50,998
Principal Account Clerk	44,733	46,447	48,229	50,159	52,165	54,252
Principal Account Clerk to the Comptroller	42,805	44,733	46,447	48,229	50,159	52,166
Account Clerk Typist/Dep. Reg. Of Vital Statistics	33,221	34,478	42,664	44,491	46,271	48,122
Account Clerk Typist/Comptroller	33,221	34,481	36,783	38,254	39,784	41,376
Payroll Supervisor	44,297	45,998	47,765	49,677	51,663	53,729
Administrative Assistant	28,834	30,202	31,569	32,939	34,254	35,625
Director of Youth Svc.	48,008	49,860	51,790	53,794	55,946	58,183
Contract (part time) Assessor	45,067	47,718	50,371	53,020	55,670	57,897
Assessor (Part-Time) Busti-Ellicott contract 4/1/09	28,301	29,435	30,611	31,835	33,108	34,433
Director of Technology & Communications	74,598	77,582	80,686	83,913	87,270	90,761
Senior Account Clerk/Deputy Registrar Vital Statistics	42,741	44,445	46,226	48,075	49,890	50,997

**JCAA CONTRACT**

**2024 Contract**

Job Title	2.50% Increase					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Operations Engineer	79,687	82,814	86,065	89,451	93,030	96,751
Street and Sewer Supervisor	70,283	73,034	75,899	78,875	82,030	85,311
Supply and Equipment Manager	66,490	69,090	71,792	74,595	77,583	80,687
Senior Civil Engineer	84,792	88,123	91,586	95,188	98,995	102,954
Assistant Civil Engineer	70,957	73,743	76,637	79,647	82,831	86,144
Building Maintenance Supervisor	57,819	60,054	62,378	64,822	67,417	70,114
Engineering Technician	32,495	35,696	39,214	43,078	47,325	49,218
Traffic Engineer Supervisor	66,353	69,011	71,416	74,639	77,625	80,731
Parks Manager	70,333	73,087	75,946	78,929	82,087	85,371
Deputy Dir. of Parks, Recreation & Conservation	56,185	58,434	60,769	63,204	65,732	68,362
Working Crew Chief	62,886	65,343	67,901	70,550	73,372	76,306
Parks Recreation Coordinator	38,983	40,543	42,163	43,848	45,603	47,428
Personal Computer Specialist	24.11	25.17	26.14	27.13	28.22	29.36
Assessor	72,801	75,653	78,629	81,771	85,042	88,443
Deputy Registrar Vital Statistics/Deputy Clerk	37,677	39,185	40,754	42,383	44,077	45,840
Real Property Appraiser	65,236	67,842	70,559	73,379	76,316	79,369
Administrative Assistant to the Assessor	48,618	50,494	52,428	54,435	56,612	58,876
Senior Account Clerk Typist	42,966	44,686	46,467	48,330	50,262	52,273
Principal Account Clerk	45,851	47,608	49,435	51,413	53,469	55,608
Principal Account Clerk to the Comptroller	43,875	45,851	47,608	49,435	51,413	53,470
Account Clerk Typist/Dep. Reg. Of Vital Statistics	34,052	35,340	43,731	45,603	47,428	49,325
Account Clerk Typist/Comptroller	34,052	35,343	37,703	39,210	40,779	42,410
Payroll Supervisor	45,404	47,148	48,959	50,919	52,955	55,072
Administrative Assistant	29,555	30,957	32,358	33,762	35,110	36,516
Director of Youth Svc.	49,208	51,107	53,085	55,139	57,345	59,638
Contract (part time) Assessor	46,194	48,911	51,630	54,346	57,062	59,344
Assessor (Part-Time) Busti-Ellicott contract 4/1/09	29,009	30,171	31,376	32,631	33,936	35,294
Director of Technology & Communications	76,463	79,522	82,703	86,011	89,452	93,030
Senior Account Clerk/Deputy Registrar Vital Statistics	43,810	45,556	47,382	49,277	51,137	52,272

JCAA CONTRACT

2025 Contract

2.75% Increase

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Operations Engineer	81,878	85,091	88,432	91,911	95,588	99,412
Street and Sewer Supervisor	72,216	75,042	77,986	81,044	84,286	87,657
Supply and Equipment Manager	68,318	70,990	73,766	76,646	79,717	82,906
Senior Civil Engineer	87,124	90,546	94,105	97,806	101,717	105,785
Assistant Civil Engineer	72,908	75,771	78,745	81,837	85,109	88,513
Building Maintenance Supervisor	59,409	61,705	64,093	66,605	69,271	72,042
Engineering Technician	33,389	36,678	40,292	44,263	48,626	50,571
Traffic Engineer Supervisor	68,178	70,909	73,380	76,692	79,760	82,951
Parks Manager	72,267	75,097	78,035	81,100	84,344	87,719
Deputy Dir. of Parks, Recreation & Conservation	57,730	60,041	62,440	64,942	67,540	70,242
Working Crew Chief	64,615	67,140	69,768	72,490	75,390	78,404
Parks Recreation Coordinator	40,055	41,658	43,322	45,054	46,857	48,732
Personal Computer Specialist	24.77	25.86	26.86	27.88	29.00	30.17
Assessor	74,803	77,733	80,791	84,020	87,381	90,875
Deputy Registrar Vital Statistics/Deputy Clerk	38,713	40,263	41,875	43,549	45,289	47,101
Real Property Appraiser	67,030	69,708	72,499	75,397	78,415	81,552
Administrative Assistant to the Assessor	49,955	51,883	53,870	55,932	58,169	60,495
Senior Account Clerk Typist	44,148	45,915	47,745	49,659	51,644	53,711
Principal Account Clerk	47,112	48,917	50,794	52,827	54,939	57,137
Principal Account Clerk to the Comptroller	45,082	47,112	48,917	50,794	52,827	54,940
Account Clerk Typist/Dep. Reg. Of Vital Statistics	34,988	36,312	44,934	46,857	48,732	50,681
Account Clerk Typist/Comptroller	34,988	36,315	38,740	40,288	41,900	43,576
Payroll Supervisor	46,653	48,445	50,305	52,319	54,411	56,586
Administrative Assistant	30,368	31,808	33,248	34,690	36,076	37,520
Director of Youth Svc.	50,561	52,512	54,545	56,655	58,922	61,278
Contract (part time) Assessor	47,464	50,256	53,050	55,841	58,631	60,976
Assessor (Part-Time) Busti-Ellicott contract 4/1/09	29,807	31,001	32,239	33,528	34,869	36,265
Director of Technology & Communications	78,566	81,709	84,977	88,376	91,912	95,588
Senior Account Clerk/Deputy Registrar Vital Statistics	45,015	46,809	48,685	50,632	52,543	53,709

202112C15

BY COUNCIL WOMAN CARRUBBA:

WHEREAS, the Jamestown City Administrative Association (NYSUT), 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 Jamestown City Administrative Association (JCAA), for the period covering January 1, 2022 through December 31, 2025, subject to the review and approval of the Corporation Counsel as to form.

Carried: 8 – 0

I, Jennifer R. Williams, City Clerk/ Treasurer 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 December 27, 2021.



December 28, 2021, Jennifer R. Williams, City Clerk/Treasurer



**Edward A. Sundquist**  
Mayor

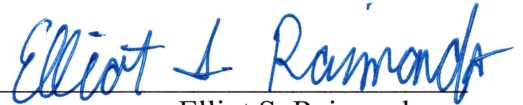
**Office of the City Clerk/Treasurer**

200 East Third Street, Jamestown, NY 14701

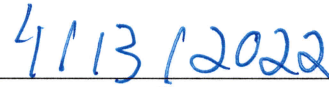
Phone: 716-483-7612 • Fax: 716-483-7502 • Email: [clerk@jamestownny.gov](mailto:clerk@jamestownny.gov) • [www.jamestownny.gov](http://www.jamestownny.gov)

## 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.



Elliot S. Raimondo  
Corporation Counsel



Date

- Agreement: Labor Agreement
- Term: CBA-Jamestown City Administrative Association/JCAA Unit- January 1, 2022- December 31, 2025
- Parties: City of Jamestown and Jamestown City Administrative Association/JCAA Unit