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AGREEMENT

Between

THE CITY OF AMSTERDAM

and

AFSCME COUNCIL 66 - LOCAL 1614

DEPARTMENT OF PUBLIC WORKS

July 1, 2008-June 30, 2012

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INTRODUCTION

This agreement is made between the City of Amsterdam, New York and hereinafter referred to as the "Employer", and Local Union 1614, and N.Y. Council 66, American Federation of State, County and Municipal Employees, AFL-CIO and hereinafter referred to as the "Union", has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

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

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations in respect to rates of pay, wages, hours of work and other conditions of employment, for the term of this Agreement, of all employees of the Employer in the Department of Public Works, and its various Bureaus (Streets, Water, Water Treatment, Water Source of Supply, Sewer, Parks and Recreation, Golf Course and Sanitation (including "temporary employees" as defined herein), but excluding seasonal employees (as defined herein) and supervisory personnel above the classification of Class "A" Labor Foreman (Working Labor Foreman).

ARTICLE 2 UNION SECURITY

SECTION 1. AGENCY SHOP

Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union; if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a Union member shall be paid to the Union by such non-member as and for an agency fee for services rendered by the Union as the exclusive bargaining representative.

The Employer agrees to and shall deduct from the wages of all employees covered hereunder, the monthly membership dues payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

SECTION 2. UNION MEMBERSHIP

Each employee who, on the effective date of this Agreement is a member of the Union, should maintain his membership in the Union for the duration of this Agreement.

SECTION 3. UNION DUES CHECK-OFF

- a. Employees shall tender monthly membership dues by signing the Authorization for Check-off of Dues form provided by the Union.
- b. In accordance with the terms of the Union's form of Authorization of Check-off of Dues, or

other requested deductions, the Employer agrees to deduct Union membership dues levied in accordance with the amount certified by the Union from the pay of each employee who executes or has executed the Authorization for Check-off of Dues form.

c. Check-off deductions under all properly executed Authorization for Check-off of Dues form shall become effective at the time the application is signed by the employee and shall be deducted from the second (2nd) pay day of the month and each month thereafter.

d. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a roster from whom dues have been deducted.

e. Revocation of payroll deduction authorizations by the employee shall be subject to the terms and conditions contained on the Authorization card.

f. No payroll deduction authorization shall be recognized and no deduction shall be made from the paycheck of any employee in this negotiation unit for any other labor organization which purports to engage in collective negotiations.

g. Submission date for other requested deductions shall be on or before December 20th.

SECTION 3A. INDEMNIFICATION

The union will indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City in reliance upon dues deduction authorization cards furnished by the employees and/or union and agency fee deductions.

SECTION 4. ACCESS TO PREMISES

The Employer agrees to permit representatives of the International Union of the Union Council and representatives of Local 1614 to enter the premises with regard to discussing working conditions with the officers and stewards, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees.

SECTION 5. UNION BULLETIN BOARDS

The Employer will provide bulletin boards for the exclusive use of the Union in each appropriate building which may be used by the Union for posting notices.

SECTION 6. AID TO OTHER UNIONS

For the purpose of undermining this Union, the Employer will not aid, promote or finance any other labor group or organization, which purports to engage in collective negotiations to make any agreement with any such group or organization.

SECTION 7. PAY IN ADVANCE

Vacation pay will be paid to the employee in advance of vacation if requested in writing to the Employer's designee at least two weeks prior to his scheduled vacation. This provision will not apply to vacations of less than five (5) work days.

SECTION 8. LABOR/MANAGEMENT COMMITTEE JOINT SAFETY COMMITTEE

Conferences between representatives of the Employer and three (3) representative of the Union on

important matters, which may include the discussion of procedures for avoiding grievances and matters of safety and other methods of improving the relationship between the parties, may be held at mutually agreeable times, shall meet a minimum of three (3) times in any calendar year with additional meetings, if any, by mutual consent. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

SECTION 9. NOTIFICATION OF NEW EMPLOYEES

The Employer will make available to the Union each month, a list of new employees hired, their job classification, home addresses, and whether their employment is on a permanent, provisional, seasonal or temporary basis.

ARTICLE 2A TEMPORARY EMPLOYEES

A. Temporary employees shall be hired only to supplement the regular work force in cases of long-term absence due to injury or illness of permanent employees or emergencies as determined by the City. Temporary employees will fill, on a temporary basis, positions vacated by current permanent employees only for the above stated reasons. Temporary employees have no guarantee that they will be hired to fill higher than entrance level positions; however, in cases when no permanent employee has applied for a vacancy in said higher than entry level position, a temporary employee may be considered for the position.

B. Temporary employees who work for the City for more than 30 days will be entitled to all benefits of the Collective Bargaining Agreement. Temporary employees will not be eligible to bid for permanent entry level or other positions as they are temporarily filling an encumbered position.

C. Temporary employees are to be paid the base rate for the job title they are filling. A temporary employee, with continuous uninterrupted service, who is made a probationary permanent employee, will receive retroactive seniority to the initial date of hire.

D. For purposes of this section, "continuous uninterrupted service" means service with no break in service whatsoever.

ARTICLE 2B SEASONAL EMPLOYEES

A. Seasonal employees are not part of the AFSCME bargaining unit covered by this Agreement.

B. Seasonal employees are defined as employees required to assist the City of Amsterdam in its specific departments covered by this Agreement, for a period of time not to exceed six months in one calendar year.

C. Seasonal employees shall be discharged upon completion of the seasonal program, as determined by the City.

D. During a seasonal employee's tenure with the City, the seasonal will receive no fringe benefits, acquire no seniority, and replace no permanent employee.

E. Seasonal employees who are assigned to work in the Street Department, Labor Class, will receive a rate of pay in accordance with that paid to Union employees. Street Department seasonal employees will not be eligible for any upgrades; all other seasonal employees will receive a rate of pay as determined by the City.

ARTICLE 3 SETTLEMENT OF DISPUTES

SECTION 1. GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties shall be settled in the following manner: There will be no media involvement in grievances until after the grievance is filed at STEP 1. The Union Steward, with or without the employee, may discuss the grievance or dispute with the respective functional Supervisor, namely the Recreation Director for the Department of Recreation, the General Foreman for the Department of Public Works, or the Chief Plant Operator for the Water Filtration Plant within ten (10) work days of his knowledge of its occurrence. The functional supervisor shall reply within five (5) work days. If within five (5) work days the reply of the functional supervisor is not satisfactory, or no reply is forthcoming, then STEP 2. The grievance or dispute shall be submitted in writing by the Local Union President or, in his absence, by the Vice-President or Chief Shop Steward to the City Engineer/Director of Public Works (or in the absence of the City Engineer/Director of Public Works, the matter will be referred back to the functional supervisor). The City Engineer/Director of Public Works (in the absence of the City Engineer/Director of Public Works, the matter will be referred back to the functional supervisor) shall review the grievance and within five (5) work days after receiving same, shall submit his reply in writing to the Local Union President or, in his absence, to the Vice-President or Chief Shop Steward. Should the grievance or dispute remain unresolved, then STEP 3. The grievance or dispute shall be submitted in writing by the Union to the Mayor or the Mayor's designee within five (5) work days from the date the decision at Step 2 was received or should have been received. The Mayor shall convene a meeting within ten (10) working days from his receipt of the grievance. The Mayor or his designee will meet with the union to discuss the matter. Thereafter, the Mayor will transmit his reply in writing to the Union within ten (10) working days following the above referenced meeting. Should the grievance or dispute remain unresolved, then the Union may request arbitration.

SECTION 2. ARBITRATION PROCEDURE

- a. Either party may refer the matter to an impartial arbitrator to be selected using the procedure of P.E.R.B.
- b. Upon the hearing of testimony and argument, the arbitrator shall be required to render his determination within thirty (30) days of such hearing.
- c. The decision of the arbitrator shall be Final and binding on both parties of this Agreement.
- d. For all arbitrations after April 27, 1998, expenses for the arbitrator's services and the proceedings shall be borne by the party against whom the decision is rendered. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires a stenographic record of the proceedings, it may cause such a record to be made and such party shall pay for the record. If both parties desire a stenographic record, they shall bear the costs equally.
- e. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.

SECTION 3. RIGHTS OF THE PARTIES

- a. Any party shall have access upon request to any written statements or records which shall be presented by the other party at any hearing provided by this Agreement in advance of said hearing. In the event sufficient time does not exist for any party to review such material, the hearing shall be adjourned to a later date at the request of either party.
- b. The grievant and the Union shall have access to all written statements, records and materials

relating to the grievance.

c. The Union shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.

d. The Union may have an observer at any hearing, conference, meeting held under this procedure where it would not be otherwise represented. The Union will be given timely notice of such hearing.

e. If the Employer or his representative fails to make a decision within the required time period, the grievance shall be deemed to be upheld and in all respect Final and binding upon the parties.

ARTICLE 4 DISCIPLINE

It is understood and agreed between the parties that the policy of corrective disciplinary action shall be following when imposing discipline on an employee. That is, that discipline is designed to correct and not simply to punish an employee's behavior. To that end the following procedure is agreed to:

SECTION 1. GENERAL PROVISIONS

a. Disciplinary action or measure shall include only the following:

STEP I Oral reprimand, with written verification that the reprimand was made.

STEP II Written reprimand

STEP III Suspension (notice to be given in writing)

STEP IV Discharge

b. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. And in like manner, the employee shall not embarrass the Employer.

c. In any case of suspension or discharge, the employee and the Union Steward will be notified in writing of such action.

d. The Union shall have the right to take up the discipline or discharge at the third (3rd) step of the grievance procedure and through the arbitration step, if deemed necessary by either party.

e. Any employee determined to be unjustly suspended or discharged shall be reinstated with full compensation for all time lost and with full restoration of all other rights and conditions of employment.

f. Any employee who has been the subject of disciplinary action may request that a written record be entered in his personnel record. The employee shall be given a duplicate copy of this record.

SECTION 2. LIMITATIONS

An employee shall not be disciplined for acts which occurred more than ninety (90) days prior to the imposition of the discipline.

SECTION 3. NEW EMPLOYEES

This Article is specifically not applicable to newly hired employees for the duration of their probationary period.

SECTION 4. SHIFT JOB ASSIGNMENTS

Shift, job assignments, transfers or reassignments shall not be made or denied for the purpose of imposing discipline.

ARTICLE 5 UNION REPRESENTATION

SECTION 1. STEWARDS

a. It is mutually agreed that the employees in each department covered by this Agreement shall be represented by a Union Steward who shall be a regular employee. In the absence of the Steward the assistant steward or a Union officer shall act in his place.

b. The Union President or designee may investigate and present his grievances to the Mayor or his designee during the Union President's (or designee's) working hours without loss of time or pay. In order to meet with the Mayor, the Union President (or designee) should contact the Mayor's office to set up an appointment.

SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, and without loss of pay, the Local Union Officers and/or the designated Union Stewards shall be allowed to, within reason:

- post Union notices
- attend negotiating meetings relative to the execution of contracts
- consult with the Employer, his representatives, Local Union Officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

The Officers shall provide 3 days written notice of an employee(s) missing work for scheduled union business. This notice is to be submitted to the City and/or Department head identifying who will be attending and for what purpose so that management can schedule work in their absence.

SECTION 3. EMPLOYEE RIGHTS

- a. An employee shall be entitled to representation by Local 1614 at a grievance hearing or appeal pursuant to Articles 3 and 4.
- b. No employee shall be requested to sign any statement regarding his incompetency or misconduct.
- c. No recording devices or stenographic record shall be used during an interrogation unless the employee is advised in advance that a transcript is being made and he is thereafter supplied a copy.
- d. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights.

e. No employee shall be requested to sign a statement of an admission of guilt to be used in any disciplinary proceeding without having Union representation.

ARTICLE 6 HOURS OF WORK

SECTION 1. REGULAR HOURS, WORK WEEK AND OVERTIME PAY

a. The basic work week for all employees of the Department of Public Works and its respective jurisdiction, shall be eight (8) hours per day and/or forty (40) hours per week, Monday through Friday inclusive.

b (i) The Water Treatment Plant is a 24-hour per day, seven day per week operation. The regular shift hours are as follows:

- * 8:00 AM to 4:00 PM
- * 4:00PM to 12 midnight
- * 12 midnight to 8:00 AM

(See also, Article 23).

(ii) The Department of Public Works' regular work hours are as follows:

- | | |
|--------------------------------------|--------------------|
| * Streets: | 7:00 AM to 3:30 PM |
| * Sanitation: | 6:00 AM to 2:30 PM |
| * Sewer Maintenance: | 7:00 AM to 3:30 PM |
| * Water Maintenance: | 7:00 AM to 3:30 PM |
| Water Meter Dept: | 7:00 AM to 3:30 PM |
| Source of Supply: | 7:00 AM to 3:30 PM |
| * Parks, Recreation and Golf Course: | 7:00 AM to 3:30 PM |

c. All work performed above eight (8) hours in any regular work day or forty (40) hours in any work week shall be considered as overtime, therefore the overtime rate shall be at the rate of time and one-half (1-1/2) the regular rate of pay.

SECTION 2. WORK SCHEDULE

a. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

b. The Employer shall maintain and make available to employees a daily record showing his time worked.

SECTION 3. REST-PERIODS

There shall be one fifteen (15) minute rest period during the work day. Said rest period shall normally be from 9:00 a.m. to 9:15 a.m., except where continuity of work would be affected. In this case, the foreman in charge will determine the morning rest period, but in any event no later than 10:00 a.m.

SECTION 4. CLEAN-UP TIME

Mechanics will be granted a ten (10) minute allowance prior to lunch and prior to quitting for the purpose of personal hygiene.

SECTION 5. LUNCH PERIOD

There shall be one-half (1/2) hour for lunch. The lunch period shall be between 11:30 a.m. and 1:00 p.m.; exact time shall be determined by the foreman in charge. The foreman of a crew or each worker not supervised directly by a foreman shall at the start and end of the lunch period radio or call the dispatcher or general foreman and notify them of the start and ending of their lunch period.

SECTION 6. TRAVEL TIME

a. There shall be a ten (10) minute allowance for travel time to the storehouse at the end of the work day.

b. The City will provide a vehicle for each work site for the purpose of shelter.

ARTICLE 7 REPORTING TIME

SECTION 1. SHOW-UP TIME

Any regular full-time employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work, provided he is able to perform his regular duties.

SECTION 2. CALL TIME

a. An employee called for emergency duty, in addition to his regular working hours, shall receive not less than two (2) hours pay, which shall be computed from the time that the employee is called, it being understood that past practice of maximum of twenty (20) minutes for reporting has been deemed reasonable. If the call time work assignment and the employee's regular shift overlap, the employee shall then be paid the call time rate of time and one-half (1-1/2) until he completes two (2) hours work. The employee shall then be paid for the balance of his regular work shift at the appropriate rate of pay.

b. Any employee required to work four (4) hours of overtime following his regular full day shall then be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour off with pay shall be granted for each such four (4) hour period of overtime to be followed by additional overtime. This provision is intended to apply only to emergency overtime work following regular working hours.

SECTION 3. OVERTIME DISTRIBUTION

a. Overtime work shall be offered as equally as possible to employees working within the same job classification and within each of the Bureaus.

b. All overtime work shall be voluntary except for emergency situations when declared by the Mayor or City Engineer, "or when the completion of work is ESSENTIAL." The Employer will make every effort to notify the affected crew(s) as soon as it appears that overtime will be needed.

c. On each occasion, the opportunity to work overtime shall be offered to the employee within the same job classification on a rotation basis. Employees who are offered overtime work on this basis but decline, should be considered to have worked for the purpose of determining equal distribution of overtime. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classifications, provided they are capable of doing the work. This does not apply to emergencies.

d. For the purpose of this clause, time not worked because the Employee was unavailable, or did not choose to work, will be charged, as though he had worked, the average number of overtime hours of the employees working during that call-out period, but which shall be no less than four (4) hours.

e. A record of overtime hours worked by each employee shall be made available at least once each thirty (30) days.

f. Snow Removal Overtime Distribution:

The employees of the Street and Sanitation Bureau will be called in first for overtime purposes during snow removal. After all qualified Street and Sanitation Bureau employees have been called out for overtime then the voluntary list shall next be called. Upgrades shall not be considered until all personnel with the required title in the Street and Sanitation Bureau then next on the volunteer list shall have been called. Upgrades then will be considered first from the Street and Sanitation Bureau then from the volunteer list.

To supplement the workforce and when additional personnel are needed, a voluntary overtime list will be utilized.

As of September 1 of each year, Department of Public Works employees (other than Streets and Sanitation) will have the opportunity to sign up on a voluntary overtime list. The list will be organized by seniority, within job classification. From this list, employees will be called for snow removal overtime opportunity by seniority. To ensure "true rotation", the call in will begin with number 1, 2, 3, etc. The next time there is a need to go outside Streets/Sanitation, the overtime call in list will continue, beginning with the next in line (i.e., number 4, 5, etc.); overtime hours accumulated will not be relevant for call in purposes for snow removal.

In the event an employee failed to sign the voluntary overtime list on September 1, the employee(s) will have another opportunity on December 1 of each year. Any employee(s) signing up on December 1 will have their name(s) added at the appropriate seniority level.

SECTION 4. SENT HOME FOR RECALL PROHIBITED

Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular shift or any time thereafter.

SECTION 5. COMPENSATORY TIME

- A. Employees working approved overtime hours may, at the employee's discretion, take compensatory time off. The employee shall make the election as to which option (comp time or pay) at the time that the overtime is incurred, and on the approved Department form.
- B. Compensatory time will accrue at one and one half hours for each overtime hour worked.
- C. Any accrued compensatory time must be used within three (3) months of earning or it will be paid as overtime compensation.
- D. There will be no compensatory time carry over from year to year (any time remaining at fiscal year end will be paid).

- E. A request to use accrued compensatory time must be made 48 hours in advance and is subject to management approval.
- F. Compensatory time will be denied if it will cause overtime.
- G. Compensatory time must be used in four (4) hour blocks unless less time is allowed at the discretion of the Department Head.
- H. This section will sunset on the last day of this contract.

ARTICLE 8 SENIORITY

SECTION 1. DEFINITION

Seniority means an employee's length of continuous service with the Employer within the negotiating unit since his last date of hire. Determination as to seniority for those employees hired on the same date will be made by reviewing the last four (4) digits of the affected employee's social security number. The higher social security numbers will be the more senior of the employees.

SECTION 2. SENIORITY, PROBATIONARY EMPLOYEES

a. New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee completes his probationary period and a determination has been made that his services be continued he shall be entered on the seniority list of the unit. There shall be no seniority among probationary employees and upon completion of the probationary period they shall receive all benefits afforded to all regular employees.

For any employee hired after July 1, 1996, said employee shall be considered as a probationary employee for the first six (6) months of their employment.

b. The Union shall represent probationary employees in the same manner as they represent regular employees in the negotiating unit except as otherwise prohibited by other sections of this Agreement.

SECTION 3: SENIORITY LISTS

- a. Seniority shall not be affected by the race, religion, sex, marital status, disability or dependents of the employee, political affiliation or national origin.
- b. The seniority list on the date of this Agreement will show the names, job titles and date of hire of all employees in the unit entitled to seniority, and shall be made available upon reasonable request to the Local Union Secretary, and shall be kept current by the Employer.

SECTION 4. SENIORITY, LOSS OF

An employee shall lose his seniority for the following reasons only:

- a. He quits.
- b. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

- c. If he does not return to work when recalled from layoff as set forth in the recall procedure.
- d. He retires.

SECTION 5. DELETED

ARTICLE 9 WORK FORCE CHANGE

SECTION 1. PROMOTION AND METHOD OF FILLING POSITIONS

- a. The term promotion means the advancement of an employee to a higher paying position.
- b. Whenever there is a permanent opportunity for promotion or a new job classification opening or a new position or a vacancy occurs, then the position vacancy shall be posted on all bulletin boards for a period of ten (10) working days, stating the job title, pay rate and necessary qualifications for the job. Notifications for temporary promotion opportunities shall be made in a reasonable manner.
- c. An employee shall apply in writing for such position and submit such application to the person or department identified in the job posting.
- d. If the position is to be maintained, the position shall be filled by the Employer within a reasonable time from the date the new classification or vacancy occurs, from among employees who have made such application and who are qualified except that where more than one (1) employee qualified for the same position, seniority shall be the determining factor in making the selection.
- e. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of twenty (20) working days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, the employer shall notify the Union after the twenty (20) working day trial period.
- f. During said probation period the employee shall be paid at the beginning rate of pay for the position for which the promotion is sought.
- g. After one (1) year of service with the employer, when an employee is promoted from one position to a higher paying position, his new rate of pay shall be that which is identified in the "after 1 year" column of Appendix "A" for that position.
- h. Daily upgrades shall be from the same bureau based on seniority and qualifications.

SECTION 1A. ENTRY LEVEL POSITIONS

The City retains the right to hire and fill entry level positions (labor class) without posting said position (s).

SECTION 2. COMPETITIVE CIVIL SERVICE JOBS

Whenever a job opening occurs within the negotiating unit that is within the scope of Civil Service Law, the position shall be filled in accordance with Civil Service rules of procedure provided the Employer determines it is necessary to fill the vacancy.

SECTION 3. TRANSFERS AND FILLING OF TEMPORARY VACANCIES

a. If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred.

b. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The Employer shall notify the employee and the Union of his decision.

c. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority, provided a vacancy exists and the job is maintained, and further provided there is an available replacement to fill the job being vacated.

d. Temporary job openings in higher classifications shall be filled by Employer assignment or re-assignment, and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and the qualification from the entire unit except for daily upgrades (openings that are expected to be less than 5 days in duration) before a new employee or temporary employee is hired. Daily upgrades shall be filled first from the associated bureau, except that for the purpose of daily upgrades the Streets and Sanitation Bureaus shall be considered as one bureau subject to the limitation that any sanitation worker that is out on a collection run at the time a daily upgrade is required shall not be eligible for the upgrade. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions. When it is necessary for higher classification employees to work in lower classification and no one volunteers for such assignment, then the least senior employee in the classification nearest the lower classification of work to be performed shall be selected and so on up until the necessary employees required has been achieved.

e. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher, for all hours worked.

SECTION 4. CONSOLIDATION OR ELIMINATION OF JOBS

a. It is understood and agreed that the Mayor or the Mayor's designee will notify the Union at least thirty (30) days prior to the implementation of any decisions involving substantive change in its facilities or operations, whether such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operations.

b. The Employer shall not take any action to effectuate or implement any such change, where such action would affect the employees covered by this contract, for a reasonable time from the date of such notice.

c. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs) the installation of new equipment or machinery, the curtailment or

replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights and qualifications to transfer to any other job covered by this Agreement in the service of the Employer. An employee transferred as a result of the application of this provision shall be subject to the trial period set forth in Article 9, Section 1 (e) during which period he shall be given training to aid his performance of the job to where he is transferred to assist him to qualify.

d. It is further understood and agreed that the Employer shall not take any action until it has discussed the impact of this change with the Union.

SECTION 5. LAY-OFF

a. The word "lay-off" means a reduction of the working forces.

b. If it becomes necessary for a lay-off, seasonal, then temporary employees will be laid off first. Thereafter, probationary employees will be laid off first. Seniority employees shall be laid off in the inverse order of their seniority, subject only to Veteran's Rights Law of the State of New York.

c. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off except in an emergency condition beyond the control of the Employer. The Local Union Secretary shall receive a list from the Employer of the employees being laid off on the same date that the notices are issued to the employees.

d. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps and is able to perform the duties to which he is assigned.

SECTION 6. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 1 of Article 8. Notice of recall shall be sent to the employee at his last known address by certified mail or personal notice. If any employee fails to report for work within five (5) days from the date of mailing of notices of recall he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by certified mail.

SECTION 7. REINSTATEMENT OF VETERANS

A probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces.

SECTION 8. DEMOTION

a. The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in any job classification to a lower paying position.

Demotions shall be made only to avoid laying off employees and for just cause.

SECTION 9. EXEMPTIONS

Notwithstanding their positions on the seniority list, the Local Union President, Vice President, Secretary, Secretary-Treasurer, and four (4) Stewards shall, in the event of a layoff, be continued to work providing work is available.

SECTION 10. SEPARATION PAY

In the event that a layoff becomes necessary, employees to be laid off shall be given a sum equal to two (2) weeks of regularly scheduled pay for every year or portion thereof worked; but said sum shall not exceed six (6) weeks pay. An employee will be eligible for separation pay only once per 24 month period.

ARTICLE 10 HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED

a. All employees covered by this Agreement shall receive the following paid holidays for which they perform no work and they shall be paid their current rate of pay for that day on the basis of their normal workday:

New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas.

b. If a holiday falls on a Sunday, then the succeeding Monday shall be a paid holiday. If a holiday falls within an employee's vacation period, the employee shall be granted an extra day for the holiday. If a holiday falls on a Saturday, then the preceding Friday shall be the paid holiday. If a holiday falls on an employee's regular day off, then the employee shall be given another day in lieu of that day. For employees engaged in continuous operations, holidays will be recognized as the actual day.

SECTION 2. HOLIDAY WORK

a. All work required to be performed on any of the above listed holidays shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay in addition to his regular holiday pay for that day.

b. Per diem employees not required to work on a holiday shall be paid their daily rate of pay based on their regular work week. If required to work, premium rates of pay shall be based on their daily rate in the manner set forth above.

SECTION 3. ELIGIBILITY REQUIREMENTS

Employees shall be eligible for holiday pay if they would have been scheduled to work on such day if it had not been observed as a holiday unless the employees are on a day off, vacation, personal leave, or sick leave, and that they worked their last scheduled work day prior to and first

scheduled workday after the holiday unless excused by the Employer.

SECTION 4. HOLIDAY PAY FOR OVERTIME PURPOSES

For the purposes of computing overtime all holiday hours not worked for which an employee is compensated shall be regarded as hours worked.

ARTICLE 11 VACATIONS

SECTION 1. VACATION SCHEDULES

a. All employees covered by this Agreement shall be entitled each year to a consecutive vacation with pay after completion of their probationary period. Vacations earned shall be calculated on a calendar year basis, and as follows:

Ten (10) days	after one (1) year
Fifteen (15) days	after three (3) years
Sixteen (16) days	after ten (10) years
Seventeen (17) days	after twelve (12) years
Eighteen (18) days	after fourteen (14) years
Nineteen (19) days	after sixteen (16) years
Twenty (20) days	after eighteen (18) years
Twenty-one (21) days	after twenty (20) years
Twenty-two (22) days	after twenty-two (22) years
Twenty-three (23) days	after twenty-four (24) years
Twenty-four (24) days	after twenty-six (26) years
Twenty-five (25) days	after twenty-eight (28) years

b. All employees hired on or after January 1, 1995, shall have the following vacation schedule:

Five (5) days	after 1 full year of service,
Ten (10) days	after 2 full years of service,
Fifteen (15) days	after 3 full years of service,
Eighteen (18) days	after 15 full years of service.

SECTION 2. CHOICE OF VACATION PERIOD

a. All vacation time available to an employee must be scheduled. The schedule will be posted by February 1 of each year and the selection must be completed by February 28. All vacation must be scheduled by March 31.

Vacation will be scheduled with the department in which an employee is assigned. There will be no vacation during snow season, that being the months of January and February, unless approved by the City.

b. Employees may carry 10 Vacation days to the next year. Management has the right to approve when the carry over days are used. However, refusal must be given employees in writing.

An employee shall have the option of being paid up to Five (5) vacation days per year. The employee must elect this option in writing by the First week of April for payout with the first pay period in November of each year.

c. Vacation credits may be taken in split periods with the approval of the City Engineer or designee and may be permitted to be taken immediately succeeding March 31st, of each year, subject to the requirements of the department. In general, no split vacation period (s) shall be less than five (5) working days. Forty-eight 48 hours written notice of a request to take vacation days one (1) day at a time must be made to the City Engineer or designee. Said vacation may not be taken until the employee receives a written reply from the City Engineer or designee.

SECTION 3. HOLIDAY DURING VACATION PERIOD

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

SECTION 4. WORK DURING VACATION PERIOD

Any employee who is requested to and does work during his vacation period shall be paid for all regular hours at the rate of time and one-half (1-1/2) his regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request.

SECTION 5. VACATION RIGHTS IN THE CASE OF LAY-OFF, DEATH OR SEPARATION

Upon the death of an employee or separation from service for any reason, all the employee's earned vacation shall be paid to him/her or to his/her estate, prorated.

ARTICLE 12 SICK LEAVE

SECTION 1. ALLOWANCE

a. Any employee covered by this Agreement contracting any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment, quarantined by health authorities, making a visit to a physician which cannot be scheduled during the employee's non-working hours (proof of visit must be provided), or medical visits made as a result of a job incurred sickness or injury, shall receive sick leave with pay, if he has accumulated such sick leave.

b. In the event of an employee's retirement or death prior to his retirement, thirty percent (30%) payment of his unused accumulated sick leave shall be made to the employee or the estate of the employee. In the alternative, the employee will have the option to use thirty percent (30%) payout for payment toward health insurance premiums or toward retirement credit pursuant to Retirement Plan 41-j.

c. An employee shall be eligible for sick leave after thirty (30) days service with the Employer, excepting for seasonal help employees.

d. An employee shall accumulate one (1) day sick leave per month. An employee shall start to earn such leave from his date of hire and he shall accumulate sick leave as long as he is in the service of the Employer up to a total of one hundred fifty (150) days. Such leave shall be earned by employees for any month which the employee is compensated for twenty (20) or more hours of work.

e. In instances where the Mayor or the Mayor's designee may suspect a pattern of abuse of sick leave, he may, upon advanced notice, require an employee to provide proof of illness. In the event that no proof of illness is provided, the employee will be docked one day of pay for each day of absence, without proof; there will be no need for a disciplinary proceeding to invoke this provision. In addition, any proof of illness provided by an employee must be from a general practitioner, licensed healthcare provider and/or adult specialist and must be comprehensive indicating, prognosis for return to duty, expected duration of disability, likely date of return to work and the justification for absence from work. The City agrees to simultaneously notify the union when it does, in fact, dock an employee.

e. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

f. Sick time may be figured on a half (1/2) day basis, unless otherwise approved in the discretion of the department head.

h. The Union agrees that during the life of this Agreement to cooperate with the City to reduce the amount of abuses of sick leave.

i. All employees must call in on a dedicated phone line/voice mailbox at least one half hour (30 minutes) prior to the commencement of their shift if they are going to be out sick and/or using sick leave accumulation. This one-half hour advance notice requirement can be waived at the sole discretion of the City Engineer or designee under extenuating circumstances, which would have to be presented to the City Engineer or designee.

SECTION 2. ON-THE-JOB INJURY

Each employee covered by this Agreement will be covered by the applicable Worker's Compensation Laws. The Employer further agrees that an employee being eligible for Worker's Compensation income, will receive in addition to his Worker's Compensation income, an amount sufficient to make up the difference between Worker's Compensation and his regular weekly income based on a regular work week, the employee being charged with sick leave for the difference between his weekly benefits under Worker's Compensation and his regular salary, to the nearest half day. In the event an employee has no sick leave benefits, or has used up his sick leave benefits, such employee shall receive his compensation benefits only as prescribed in law.

SECTION 3. EXTENDED SICK LEAVE

Employees with five (5) or more years of continuous active service may, in the case of verified, serious and prolonged illness, receive additional sick leave with full pay. Such additional sick leave may be granted at the discretion of the City Engineer or designee after consultation with the President of the Union. Final approval must be by resolution by the City Council. Additional sick leave with pay shall be loaned an employee and shall be deducted thereafter from future sick leave accumulation. Those employees with five (5) to ten (10) years of continuous service may be granted

up to one (1) calendar month. Employees with eleven (11) to fifteen (15) years of continuous service may be granted up to two (2) calendar months. Employees with sixteen (16) or more years of continuous service may be granted up to three (3) calendar months. However, in no case shall additional sick leave with pay be loaned in excess of the number of days that such employee may accumulate in the future.

An employee must exhaust all of their own accumulated sick leave for the particular illness at hand, before being eligible for any extended sick leave as provided under this Section 3.

SECTION 4.

- A. Employees who do not use any sick time during a contractual year (July 1 to June 30) will be paid a \$400.00 bonus.
- B. An employee who uses only one (1) sick leave day during a contractual year (July 1 to June 30) will be paid a \$250.00 bonus.
- C. This section will sunset on the last day of this contract.
- D. Employees entitled to this bonus will be paid by separate check on or before September 1st.

ARTICLE 13 PERSONAL LEAVE

SECTION 1. DEFINED

Personal leave is leave with pay for personal reasons such as religious holidays, personal business or for anything else the employee wants, without charge against accumulated sick leave or vacation.

SECTION 2. QUANTITY

Employees will be entitled four (4) days personal leave with pay per year, non-accumulative. Except in emergency situations, and wherever possible, employees will give 24 hours notice prior to personal leave.

SECTION 3. ELIGIBILITY

Employees with less than ninety (90) days seniority shall not be eligible for personal leave except for observance of religious holidays. Personal leave is to be viewed as such and no explanation for its use will be required.

ARTICLE 14 PAID LEAVE OF ABSENCE

SECTION 1. FAMILY AND DEATH

a. Full-time employees in the bargaining unit shall be granted up to a maximum of three (3) consecutive calendar days leave of absence from work with pay for absences due to death in the in the

employee's immediate family. Immediate family means spouse, domestic partner, natural or step children, wards, parents, grandparents, brother, sister, mother-in-law, father-in-law or parents of a domestic partner.

SECTION 2. MILITARY LEAVE

Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be paid in accordance with Section 242 and 243 of the Military Law of New York State when they are engaged in normal reserve training periods, provided that proof of service is submitted.

SECTION 3. CIVIC DUTY

Any regular employee who loses time from his job because of jury duty, shall be paid by the Employer the difference between his job rate for eight (8) hours and the daily jury fee. Any employee serving on jury duty, verified by the Commissioner of Jurors, will not have to report for their regular shift if four or more hours are served on that day.

SECTION 4. LEAVE FOR UNION BUSINESS

a. Two (2) elected representatives of the Local Union shall be allowed five (5) days in a calendar year to attend functions of the Council and/or International Union, such as Conventions or Educational conferences without loss of time or pay.

b. The Employer shall be given notice by the Union at least thirty (30) days in advance of such time to be taken off and stating the name of the employee elected to attend the function.

ARTICLE 15 UNPAID LEAVES OF ABSENCE

SECTION 1. APPLICATION

Leaves of absence without pay and no loss of seniority shall be granted at the discretion of the Mayor or the Mayor's designee, upon written application of the employee, which shall state the reasons for the leave of absence request and the expected duration, and shall be filed at least thirty (30) days prior to such leave of absence to commence, except for cases of emergency.

SECTION 2. EDUCATION LEAVE OF ABSENCE

Employees shall be granted leave of absence without pay for a period of up to two (2) years at the discretion of the Mayor or the Mayor's designee in order to attend school full time, provided that the attendance of such courses are of mutual benefit to the employee and the Employer.

SECTION 3. GENERAL POLICY

Leaves of absence for reasonable periods as defined below will also be granted for:

- a. Serving in any elected position in the Union up to two (2) years.
- b. Illness leave (physical or mental); up to one (1) year provided a licensed physician certifies the employee incapable of performing work.
- c. Employment opportunity: for as long as is necessary for an employee to

serve temporarily, provisionally for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer with the City of Amsterdam.

ARTICLE 16 WAGES

SECTION 1. WAGE SCHEDULE BY CLASSIFICATION

- a. All employees covered by this Agreement shall receive a wage increase effective July 1, 2008 of 3.0%; July 1, 2009 of 3.0%; July 1, 2010 of 3.5%; July 1, 2011: 3.5%.

SECTION 2. LONGEVITY SERVICE PAY

Effective July 1, 2008, longevity will be as follows:

After 5 years of service – four hundred (\$650.00) per year

After 9 years of service – five hundred (\$750.00) per year

After 13 years of service – five hundred fifty (\$850.00) per year

After 17 years of service – six hundred fifty (\$950.00) per year

Effective July 1, 2010, longevity will be as follows:

After 5 years of service - five hundred fifty (\$750.00) per year

After 9 years of service - six hundred fifty (\$850.00) per year

After 13 years of service – seven hundred (\$950.00) per year

After 17 years of service – eight hundred (\$1050.00) per year

All longevity payments shall be paid in one lump sum by separate check during the month of November of each year. In the event of death, any longevity payments due the employee shall be paid to his beneficiary or his estate.

SECTION 3. SHIFT DIFFERENTIAL

- a. The Employer and Union agree that when the Employer decides to implement a second or third shift, the Employer will meet with the Union to discuss implementation of these shifts, prior to the shifts being established.

- b. The shifts will be staffed by bargaining unit members selected by a voluntary sign-up, by seniority and qualifications.

- c. When there are not enough volunteers, the Employer will assign the bargaining unit members required, by reverse order of seniority.

d. With the exception of sanitation personnel, employees required to work on shifts other than the normal shift, shall be paid a premium of five percent (5%) for second shift and ten (10%) percent for third shift in addition to their normal scale.

SECTION 4. PAY ADVANCE

a. Vacation pay will be paid to the employee in advance of vacation if requested in writing to the Employer's designee at least two weeks prior to his scheduled vacation. This provision will not apply to vacations of less than five (5) work days.

b. Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

SECTION 5. RATES FOR NEW JOBS

When a new job is placed in the unit, the Employer will notify the Union prior to establishing a classification and rate structure. In the event that the Union does not agree that the description and rate are proper, it shall be subject to the grievance procedure.

SECTION 6. PAY PERIOD

The salaries and wages of employees shall be paid on the same day each pay period. In the event this day is a holiday the preceding day shall be the pay day.

SECTION 7. Asbestos Shift differential.

Workers trained in asbestos abatement shall earn an additional \$2.00 per hour while performing asbestos related work over their normal hourly rate.

ARTICLE 17 HOSPITALIZATION MEDICAL COVERAGE

a. The Employer agrees to provide hospitalization and medical coverage for the employee and his dependents, provided under the Preferred Assurance Plan (or MVP Co-Plan 10 if employee desires. The employer will maintain the MVP plan available from July 1, 2009 forward with a \$15 co-pay). Effective July 1, 2009 the Preferred Assurance Plan will be replaced with Traditional Blue PPO 898 with a \$15 co-payment. Effective July 1, 2001, employees shall contribute \$9.00 per week for single coverage; \$10.00 per week for two (2) person coverage; and \$12.00 per week for family coverage. Effective July 1, 2005 employees shall contribute eight (8%) per cent of the cost of the plan chosen. Effective January 1, 2008 employees shall contribute ten (10%) per cent of the cost of the plan chosen. If the City implements a Canadian mail order prescription drug program, said program will be made available to this unit at a cost of zero (\$0.00) dollars per prescription. Effective July 1, 2005 domestic mail order prescription drugs will be available at one co-pay per three month supply; prescription co-pays shall be \$5.00 generic and \$10.00 name-brand. Effective July 1, 2006 there will be a three-tier prescription drug program with copays of \$5.00 generic, \$15.00 name-brand, and \$25.00 non-formulary.

b.(i) The Employer also agrees that this coverage shall also apply to all employees and eligible dependents where such employee retires from employment with the Employer after five (5) years of service under the Retirement Plan maintained by the Employer, until such times as the

employee is deceased.

(ii) Anyone hired after October 16, 1997 must work for the City for 20 years to be eligible for health insurance upon retirement. Additionally, the retirees shall pay whatever current employees are paying in contribution to such health insurance, and such contribution shall change should the parties negotiate changes for current employees. The employees hired after October 16, 1997, who retire with at least 20 years of service with the City of Amsterdam, shall also be responsible for 50% of the cost of the two-person or family health insurance coverage. Upon retirement employees may choose to apply compensable sick time toward payment of retiree health insurance contributions.

c. The hospitalization and medical provisions of this Agreement shall be available for all employees covered by this Agreement who have completed thirty (30) days of employment with the Employer.

d. Coverage will terminate upon the absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability. In the case of sickness or disability, coverage will be continued for up to a maximum of one (1) year. Employees terminated under this clause shall be eligible for COBRA benefits.

e. The employees of the bargaining unit who so desire, may enroll in the CSEA Employee Benefit Dental Plan and/or the CSEA Employee Vision Plan, to the extent permitted by CSEA. The City will not pay any of the cost of this benefit.

f. Any employee entitled to health insurance coverage as herein provided may elect to waive coverage if his or her spouse has similar coverage or if the employee has access to other coverage. Employees waiving such coverage may be required to show proof of spouses or other coverage to the City and the Union. An employee who desires to waive such coverage shall notify the City and the Union, in writing, and such waiver of coverage shall be effective on the First day of the month following thirty (30) days after the date of receipt of such notification to the City. Employees waiving coverage will receive payment as follows:

\$3,000.00 per year for family coverage waiver.

\$2000.00 per year for two-person coverage waiver.

\$1,500.00 per year for single coverage waiver.

The applicable amount will be paid quarterly, by separate check, without withholding or deductions, on September 15, December 15, March 15 and June 15, of each year. If the spouse's or other coverage is terminated for any reason, the employee will immediately notify the City. Upon such notification, the City shall transfer the employee to the health insurance plan selected by the employee without preconditions unless otherwise dictated by the health insurance provider or by law. An employee who has waived his or her health coverage and who desires such coverage to be reinstated shall notify the City and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the receipt of such notification by the City.

ARTICLE 18 NON-OCCUPATIONAL DISABILITY

The City agrees to participate in coverage for each employee under the State Non-

Occupational Disability' Plan. Each employee shall pay \$0.30 per week towards such plan and the City shall pay any additional cost for such plan.

ARTICLE 19 RETIREMENTS AND PENSIONS

The Employer shall continue to provide coverage for all employees covered by this Agreement under the New York State Employee's Retirement Plan, at no cost to the employee, 75 (i) 25 year half pay minimum age 55. The Employer agrees to participate in and add to the existing plan, Section 41 (j) of the New York State Retirement Law.

ARTICLE 20 DISABLED EMPLOYEES

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise become partially disabled on their present jobs, on work which they are able to perform. The Employer, however, may require such employee to submit to a physical examination by a physician designated by the Employer at no cost to the employee, such relocation shall be strictly in the judgment of the Employer keeping in mind the welfare of the employee.

ARTICLE 21 PROTECTIVE CLOTHING AND DEVICES

- a. The Employer shall provide the necessary rain gear, gloves, safety glasses where required.
- b. Employees in the garage (mechanics and greasemen) shall be furnished laundered uniforms.
- c. Protective clothing for employees who are engaged in the paving process during road repairs shall be supplied by the Employer. Protective clothing shall consist of winter or summer coveralls (depending on the season) with laundering twice a week.

ARTICLE 22 GENERAL PROVISIONS

SECTION 1. WORKING CONDITIONS

- a. In the operation of the snow plows, the head of the department shall assign one (1) operator and one (1) laborer at all times for each piece of equipment. In the operation of sno-go's and graders, the head of the department shall assign one (1) equipment operator and one (1) laborer while such equipment is engaged in the plowing of snow. On snow and ice removal operations, the head of the department shall assign one (1) operator to the grader. In the event of a shortage of personnel during emergencies, this provision may be waived. Pick-up trucks shall be manned by one (1) operator only.
- b. In the operations of all other heavy equipment, such as graders, roller and any other similar equipment, the operator will be assisted by an assigned laborer.
- c. The Water Department; Water Maintenance Foreman shall not engage in work properly belonging or assigned to a motor equipment operator, laborer, etc., except in cases of emergency, where no qualified operator is available.
- d. For purposes of snow plowing and removal the foreman shall be the last called for

overtime operation of equipment.

SECTION 2. WORK RULES

a. The Employer agrees to give reasonable notice to the Union prior to the establishment of new work rules or modification of existing work rules.

b. When any existing rules are changed or new rules are established, they shall be posted on all bulletin boards.

c. Any complaint on any new or existing rule, or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the Grievance Procedure.

SECTION 3. DEDUCTION STUBS

Deduction stubs will be furnished by the City attached to the employee's weekly check to show all deductions made from the employee's weekly earnings.

SECTION 4. PERSONAL DAMAGES

The Employer shall replace or reimburse employees for any damage incurred to his personal property, such as eye glasses and dentures, which has brought about as a result of an accident or attack while he was carrying out the duties of his job and which was brought to the attention of the head of the Department at the time of the accident by making an accident report.

SECTION 5. PLEDGE AGAINST DISCRIMINATION AND COERCION

a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination.

b. The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer because of Union membership or any Employer representative against any employee because of Union membership or because of any employee activity in any official capacity on behalf of the Union, or for any other cause.

SECTION 6. CONTRACT NEGOTIATIONS

The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

SECTION 7. SAFETY ENFORCEMENT

No employee shall be required to perform work that endangers his health or physical safety or under conditions which are in violation of the health and safety rules, or any local, state or federal health or safety laws. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action.

SECTION 8. TOOLS AND EQUIPMENT

The Employer will be responsible for the cost of maintaining and replacing of all tools and equipment belonging to employees or required by an employee.

SECTION 9. SHIFT PREFERENCE - DELETED

SECTION 10. COVERAGE

It is expressly understood by the parties that all employees covered by this Agreement shall be covered and shall enjoy all of the rights/privileges of protection and benefits that are described herein.

SECTION 11. COMMERCIAL DRIVERS LICENSE

Employees on the payroll as of October 16, 1997 and who are required for their position to hold a CDL will receive reimbursement from the City for the cost of the CDL renewal contingent upon the employee providing appropriate documentation that the CDL has been renewed.

SECTION 12. RECIPROCAL RIGHTS

The Union agrees to provide an ample supply of the final copies of the ratified contract for distribution to all employees covered by the collective bargaining agreement. The City will make copies of the agreement for City administration.

SECTION 13 PERSONAL HISTORY FILE

- a. There shall be only one official personal history file to be maintained in the Department of Personnel and it shall contain copies of transactions, official correspondence with the employee, letters of commendation and certificates and licenses required for the job *as well as other records required by law or the City.*
- b. Employees may be allowed to place any work related certificates, licenses, and or letters of commendation in their own files.
- c. Employees will be given a copy of any materials to be placed in their file within a *reasonable time* of it is being placed in the file.

ARTICLE 23 CONTINUOUS OPERATION

SECTION 1. DEFINED

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for 24 hours a day or 7 days a week. The regular work week shall not exceed 5 consecutive 8 hour days. (See also, Article 6, Section 1.b.)

SECTION 2. REGULAR WORK WEEK

The regular work week shall begin on an employee's first scheduled day of work, regardless of what day of the week he begins work, and end on the fifth day of that scheduled work period.

ARTICLE 24 SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply onto the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision both parties shall meet within thirty (30) days upon the request of either party in writing to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 25 SUPPLEMENTAL AGREEMENT

It is agreed that upon the mutual agreement of the parties, the parties may meet to discuss amendments to this Agreement during the contract period; however, no such supplemental agreement shall become effective until both parties have affixed their signatures thereto.

ARTICLE 26 EDUCATION AND TRAINING

Should the Employer elect to send an employee for any course or seminars, it shall pay the entire cost thereof.

ARTICLE 27 SANITATION EMPLOYEES

In addition to normal garbage pickups sanitation crew shall pick up trash on Wednesdays.

ARTICLE 28 FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

The parties have agreed to a Family and Medical Leave Procedure - See Appendix "B" hereto.

ARTICLE 29 DUE PROCESS HEARING PROCEDURE

Where, because of statutory mandate (i.e., Section 71 and/or Section 73 of the New York State Civil Service Law) or judicially imposed mandate, the Employer is required to hold a Due Process Hearing, the procedure utilized by the Employer shall be as follows:

1. The Employer and Union will mutually appoint an Arbitrator or Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an Opinion and Award. If the parties are not able to agree on an Arbitrator, PERB will be contacted and, in all cases, the rules of PERB shall apply.
2. This Article shall not apply to administrative matters, including, but not limited to grievances and arbitrations.

ARTICLE 30 TERMINATION AND MODIFICATION

SECTION 1. TERMINATION AND MODIFICATION

a. This Agreement shall be effective as of the executive date hereof with respect to the working conditions contained therein. It shall be effective as of July 1, 2008 with respect to retroactive pay and any other emoluments in accordance with other provisions therein elsewhere contained. Except as herein provided, it shall remain in full force and effective until the 30th day of June, 2012.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to

modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred Fifty (150) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations.

b. Notice of termination or modification shall be in writing and shall be sufficient if sent to the Union, the Local Union President, the Council and to the Employer, addressed to the Mayor and Common Council, City Hall, Amsterdam, New York; or to any such address as the Union or the Employer may make available to each other.

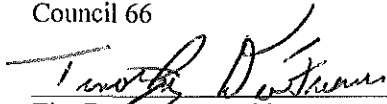
ARTICLE 31 DRUG TESTING

Drug Testing – all members will be subject to random drug testing under the same criteria as those members with commercial driver’s licenses.

SIGNATURES:

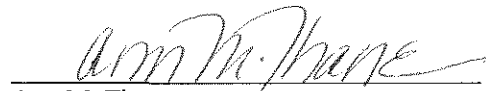
Date:

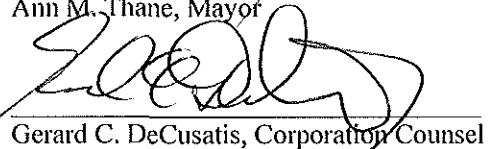
For AFSCME
Council 66


Tim DuPresne, President


Kevin McKenna, AFSME COUNCIL 66

For City of Amsterdam


Ann M. Thane, Mayor


Gerard C. DeCusatis, Corporation Counsel

Appendix A with changes per MOA

Appendix B -unchanged

APPENDIX "A"

TITLE	7/1/08 to 7/1/09		7/1/09 to 7/1/2010		7/1/2010 to 7/1/2011		7/1/2011 to 7/1/2012	
	BASE	POST 1 YEAR	BASE	POST 1 YEAR	BASE	POST 1 YEAR	BASE	POST 1 YEAR
AUTO MECHANIC SUPERVISOR	21.27	21.66	21.91	22.31	22.68	23.09	23.47	23.78
SR. OPERATOR	21.22	22.48	21.86	22.92	22.63	23.72	23.42	24.55
FOREMAN (GREEN KEEPER or CREW CHIEF)	19.33	20.28	19.91	20.89	20.61	21.62	21.33	22.38
GREENS KEEPER	19.33	20.28	19.91	20.89	20.61	21.62	21.33	22.38
WATERSHED SUPERVISOR	19.33	20.28	19.91	20.89	20.61	21.62	21.33	22.38
AUTO MECHANIC	18.07	18.95	18.61	19.52	19.26	20.20	19.93	20.91
LAB TECNHIcian	17.97	20.69	18.51	21.31	19.16	22.06	19.83	22.83
WATER METER WORKER	17.91	18.65	18.45	19.21	19.10	19.88	19.77	20.58
HEO	17.84	18.63	18.38	19.19	19.02	19.86	19.69	20.56
OPERATOR	17.69	18.68	18.22	19.24	18.86	19.91	19.52	20.61
CARPENTER & MASON	16.97	17.85	17.48	18.39	18.09	19.03	18.72	19.70
WATER & SEWER MAINTENANCE WORKER	16.26	17.03	16.75	17.54	17.34	18.15	17.95	18.79
RESERVOIR ATTENDANT	16.26	17.03	16.75	17.54	17.24	18.15	17.95	18.79
MEO	16.19	16.97	16.68	17.48	17.26	18.09	17.76	18.72
TRAINEE (WATER TREATMENT)	16.16	15.89	16.64	16.37	17.22	16.94	17.82	17.53
LABORER	15.40	16.18	15.86	16.67	16.42	17.25	16.99	17.85

APPENDIX "A"