

**UNION AGREEMENT**

**Local 855, The International Union  
American Federation of State, County and Municipal  
Employees  
AFL-CIO District Council 66**

**And**

**THE CITY OF LOCKPORT, NEW YORK**

**January 1, 2008 - December 31, 2012**

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## **AGREEMENT**

The City of Lockport, State of New York, and Local 855 of the International Union, American Federation of State, County and Municipal Employees, AFL-CIO, District Council 66, representing employees covered by terms of this Agreement, referred to hereinafter as the Union, do hereby reach Agreement for the purpose of enhancing the material conditions of the employees, to promote the general efficiency of the City of Lockport, hereinafter known as the Common Council, to eliminate as far as possible political considerations from hiring policy and to promote the morale, well-being and security of employees.

### **ARTICLE I LEGISLATIVE APPROVAL**

It is agreed by the parties that any provision of the 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 II RECOGNITION**

The Common Council recognizes the Union as the exclusive representative of the permanent full time employees of the Department of Public Works excluding those employee positions as set forth in Appendix "A", attached herewith and incorporated herein, for the purpose of collective negotiations with respect to wages, hours and working conditions of employment. The term employee refers to those employees whose titles are specified within the negotiation unit. Part time, temporary, and seasonal employees are excluded from the coverage of this Agreement.

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### **ARTICLE III UNION- MANAGEMENT RELATIONS**

#### **SECTION 1. COLLECTIVE BARGAINING**

All collective negotiations with respect to wages, hours, and working conditions, on behalf of such employees, and other conditions of employment shall be conducted by authorized representatives of the Common Council and authorized representatives of the Union.

#### **SECTION 2. PLEDGE AGAINST COERCION**

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

### SECTION 3. UNION RELEASE TIME

(a) The Union President, or his designee, may be permitted time during regular work hours to handle grievances or other Union business, providing arrangements satisfactory to the Department Heads are made in advance and providing that no more than two (2) persons, including the grievant, are involved at any one time.

(b) In addition, the City agrees to grant time off without charge to accumulated time credits, with pay for the Union President or his designee for the following purposes:

1. To attend functions of the International Union, Council or other bodies with which the Union is affiliated.

2. To attend educational programs reasonably related to the employee's position as a Union representative or municipal workers in the City of Lockport.

3. To attend other functions specifically related to the employee's position as a Union representative for municipal workers in the City of Lockport.

Such leave shall not be granted to more than two (2) employees at any one time, and shall not exceed an aggregate of 26 working days per calendar year. The Union agrees to a maximum of three (3) such days in any calendar month. Notice will be given to affected department heads two (2) weeks in advance, except where not practicable, then as soon as possible.

**ARTICLE IV  
CHECK-OFF OF  
DUES**

**SECTION 1.        UNION DUES DEDUCTION**

The Common Council agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 855 which are the Union dues. Deductions will be made from the first paycheck received by an employee each month. When no dues are received from an employee in a given month, dues will be deducted from the first paycheck received by that employee; the amount due shall be certified by the Union Treasurer, and the total dues will be delivered to the Treasurer of Local 855. Any present or future employee who is not a Union member and does not make application for membership shall pay to the Union each month a service charge in an amount equal to regular monthly dues of this Union for the duration of the Agreement. The Union agrees to establish a provision for refunding a pro rata share of such agency shop fee deduction to any employee requesting it pursuant to Appendix "B" attached herewith and incorporated herein.

**SECTION 2.    INDEMNIFICATION**

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article

**SECTION 3.    CREDIT UNION**

The City shall cooperate with Union and its affiliate AFL-CIO in the establishment of a Credit Union. The City shall deduct authorized amounts from employees' paychecks and forward to the Union or other authorized authority. However, a person signing up for this Credit Union would need to enroll for at least one year period without change in the amount of deduction.

**SECTION 4.    C.O.P.E. COMMITTEE FUND**

If any unit employee so requests, the City shall deduct authorized amounts from the employee's pay for the Union C.O.P.E. Committee Fund. The City shall forward the monies deducted to the Union Treasurer separate from the regular check-off.

**ARTICLE  
V  
SENIORITY**

**SECTION 1. DEFINITION**

Seniority means an employee's length of continuous service with the employer since his last date of hire.

**SECTION 2. BREAK IN CONTINUOUS SERVICE**

The employee's earned seniority shall not be lost because of absence due to legitimate illness, authorized leave-of-absence, or temporary layoff.

**SECTION 3. PROBATIONARY PERIOD**

New employees shall remain probationary and shall not be considered permanent employees until after completion of ninety (90) days of service from the date of last hiring. Probationary employees are subject to the relevant guidelines set forth according to Civil Service law, rules and regulations. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the first day of the most recent probationary period.

**SECTION 4. ENTITLEMENT**

Probationary employees shall enjoy the bereavement, jury duty, and holiday benefits and shall be represented by the Union regarding these rights.

**SECTION 5. SENIORITY LIST**

The employer shall furnish the Union President with copies of the Civil Service form which shows change in seniority status of employees covered by this Agreement.

In addition, once per year, the employer will furnish the Union President with a seniority list showing the continuous service of each employee covered by this Agreement.



## ARTICLE VI LAYOFF

### SECTION 1. LAYOFF PROCEDURE

When it becomes necessary to reduce the force in any City department, layoff of noncompetitive employees shall be according to City-wide unit seniority. Strict application of seniority shall prevail, however, unless exceptional circumstances occur of which the Union Committee shall be fully apprised in advance. The local officers, members of the Union Committee, and the elected departmental stewards of the Union shall not be laid off as long as work is to be performed within their departments. The Union shall keep a current list of those entitled to super-seniority on file with the City. The current list shall apply as of the date of formal written notification of layoffs.

### SECTION 2. COMPETITIVE AND NON-COMPETITIVE EMPLOYEES

A. When a noncompetitive employee is laid off, he shall be permitted to bump citywide within the unit a noncompetitive employee with less seniority in a superior, equal or lower job title provided the displacing employee is qualified for the position into which he moves.

B. Layoff of employees in competitive positions shall be in accordance with current Civil Service Laws and Regulations. Laid off employees in competitive positions shall have the right to bump into noncompetitive positions as per Paragraph A. of this Section, as long as such employee is qualified for the position.

### SECTION 3. RECALL PROCEDURE

Recall of laid off employees shall be by City-wide unit seniority as long as the employee with the highest seniority is qualified for that position. Recall shall be for a maximum period of four (4) years from layoff. During layoff the City shall maintain his medical benefits for the first two (2) years maximum of the aforementioned recall period (four years). Each employee, upon layoff, shall furnish to the City Clerk a current address and any subsequent changes. Notification of recall shall be by registered or certified mail to the address last given to the City Clerk. The employee shall have two (2) weeks from date of mailing of the recall letter in which to contact the City Clerk to confirm his availability to return to work.

#### SECTION 4. NON-FULL-TIME EMPLOYEES

It is understood by the parties that all temporary, seasonal, and part-time employees be laid-off before any full-time unit members.

### ARTICLE VII DISCIPLINE AND DISCHARGE

#### SECTION 1. RIGHTS

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee regardless of his seniority for just cause.

#### SECTION 2. PROCEDURE

A. Disciplinary action or measure shall be limited to the following actions, and shall follow the order listed, unless circumstances warrant a departure from the order listed:

1. Oral reprimand (with written confirmation);
2. Written reprimand;
3. Suspension;
4. Discharge

Discipline or notification of a pending discipline shall be imposed within five (5) working days of the alleged violation or within five (5) working days of the City first becoming aware of the alleged violation. The procedure set forth in Paragraph E below, shall be followed, otherwise any discipline shall be deemed invalid.

B. Except in a dangerous situation, each disciplined employee shall, upon request, be allowed to discuss privately his discharge or discipline with his Union steward for a maximum of fifteen (15) minutes. The employer shall make available an area where the employee may do so before said employee is requested to leave the premises.

C. If the employer has reason to reprimand an employee, it shall be done in a professional manner.

D. Any reprimand that is one year old will not be used against an employee except in discipline concerning excessive absences, tardiness, or repetitious actions.

E. When any action or measure is imposed upon or is pending



against an employee, then the employer shall notify the employee and the Union President in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty. The written notification shall contain a detailed description of the charges which shall include dates, times, and places. Notification to the Union President shall be mailed to his home address, by registered mail return receipt requested, within twenty-four (24) hours of notice given to the employee.

F. Any employee shall acknowledge in writing a notice of pending or actual discipline at the time it is presented. Said acknowledgment shall in no way be construed to be an admission or acknowledgment of wrongdoing.

### SECTION 3. IMMEDIATE HEARING

In the event that an employee is discharged or suspended in excess of one (1) day he may grieve such discipline at Step 2 of the Grievance Procedure.

### SECTION 4. ESTABLISHMENT OF WORK RULES

The City may establish and enforce binding rules and regulations in connection with its operation of the department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. All work rules shall be fair and uniformly enforced. Copies shall be furnished to the Union. At least ten (10) working days, prior to implementation of amendments or additions to those Work Rules presently in place, the City shall forward a copy of such amendments or additions to the Union President and post in each department affected, a copy of said amendments or additions. It is understood that these are City-wide work rules and not departmental standards.

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## ARTICLE VIII

### GRIEVANCE PROCEDURE

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#### SECTION 1. GRIEVANCE PROCEDURE

STEP 1. Should any employee feel that his rights and privileges have been violated, he shall consult with his steward. The Union Grievance Committee shall within seven (7) working days of the alleged violation or within seven (7) working days of becoming aware of an alleged violation submit the facts of the grievance in writing to their respective department heads. The respective department heads shall within seven (7) working days of receipt of the grievance, reply in writing giving their decision.

STEP 2. Should the Union decide that the reply of the department head is unsatisfactory; the Union shall within five (5) working days of receipt of the department head's answer submit the facts of the grievance in writing to the Mayor or the Mayor's designee. The Personnel Committee shall schedule a hearing to be held within ten (10) working days of receipt of the grievance and shall within five (5) working days thereafter submit its written recommendation to the Mayor, a copy of which shall be provided to the Union. The Mayor or his designee shall thereafter issue a written finding within ten (10) working days of the receipt of the Personnel Committee recommendation or in the alternative, may schedule a meeting within five (5) working days and thereafter respond in writing within ten (10) working days of the meeting. Should the City fail to respond at either Step 1 or Step 2 within the defined time period, said grievance shall be deemed sustained. All answers to grievances Step 1 and Step 2 shall contain reasons for denial.

If the Union should fail to respond at either Step I or Step 2 of this procedure within the defined time limits, said grievance will be deemed to be withdrawn by the Union.

STEP 3. If the grievance is still unsettled, either party may within ten (10) working days after the reply of the Mayor or his designee by written notice to the other request arbitration.

## SECTION 2. ARBITRATION PROCEDURE

The arbitration proceedings shall be conducted by an arbitrator subject to and in accordance with the procedures established by the Public Employees Relations Board.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. ~~A Copy is to be sent to the Union, the department head involved and to the Mayor or his designee.~~

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. MATTERS RELEVANT TO GRIEVANCE PROCEDURE

The time limit in the grievance procedure may be extended by mutual agreement, in writing. Any step in the grievance procedure may be extended by mutual agreement, in writing. The Union may withdraw grievance at any step of the grievance procedure. Such

withdrawal shall be binding on all employees of the bargaining unit. The costs of the arbitration proceeding shall be paid by the losing party, with the apportionment of costs in a "split" decision to be made by the arbitrator.

#### Section 4. SETTLEMENT

In the event that a settlement is reached or an award sustaining a grievance, either in whole or in part requiring monetary payment by the employer, such payment shall be made within thirty (30) days of the agreement or the award.

### ARTICLE IX PROMOTIONS AND TRANSFERS

It shall be the policy of the City to promote when possible to higher job classifications from the ranks of employees.

#### SECTION 1. POSTING OF OPENINGS

The City shall post in a timely manner announcement of all City of Lockport competitive Civil Service examinations in each department that has AFSCME represented employees.

When any unit opening occurs, a notice of such opening shall be posted on all bulletin boards, stating the job classification, range of pay, department, and nature of the job requirements in order to qualify. This posting shall be for a period of ten (10) work days. However, if the vacancy is temporary, that is, for a period of less than sixty (60) days, the posting on all bulletin boards will not be required. For a temporary vacancy (greater than sixty (60) days) in a competitive Civil Service position where no established Civil Service list is available, the City shall fill that vacancy with the senior employee in the next lower job group in the department who meets the qualifications of the job pursuant to Section 3 of this Article and who has bid on it.

#### SECTION 2. APPLICATIONS

During this period, employees who wish to apply for the open position may do so. The application shall be in writing, and it shall be submitted to the employee's department head with a copy being signed and returned to the employee.

#### SECTION 3. QUALIFICATIONS

When making promotions under this section, the following shall be governing factors:

1. Skill and efficiency;
2. Physical ability to perform the job, and
3. Length of continuous service.

In the event the applicants under consideration are judged to possess relatively equal skill, efficiency and physical ability to perform the job, the one with the greater length of continuous service (with the City) shall be promoted.

#### SECTION 4. POSTING OF APPLICANTS

A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the employer on all bulletin boards within two (2) work days of the selection by the employer and be posted for a period of at least two (2) work weeks.

#### SECTION 5. TRIAL PERIOD

Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of ten (10) days but not to exceed ninety (90) days; providing, however, that the trial period may be extended an additional ninety (90) days upon written notice from the Department Head to the employee. If it is found that such employee does not meet the requirements and responsibilities of the position to which he has been selected during the trial period or he voluntarily relinquishes such position, then such employee shall be restored to his former position.

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#### SECTION 6. RETENTION OF SENIORITY

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Employees transferring or promoted to a new department shall be credited with continuous bargaining unit seniority. If for any reason the transferred or promoted employee's position is eliminated during the first six (6) months, he shall return to his previous position with full bargaining unit seniority.

**ARTICLE X**  
**VACATIONS**

The City agrees that full-time employees shall be eligible for vacation as follows:

Subject to the approval of the department head, vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period. Vacation time for non-continuous operation employees which has not been scheduled by September 1st of each year may be assigned by the department heads. Vacation time for continuous operation employees shall be chosen by the employees by March 31st of each year, or may then be assigned by the department head. Vacation periods shall be earned as follows:

1. Two (2) regular work weeks after completing one (1) year continuous employment.
2. Three (3) regular work weeks after completing five (5) years of continuous employment.
3. Seventeen (17) work days after completing ten (10) years of continuous employment.
4. Four (4) regular work weeks after completing fifteen (15) years of continuous employment.
5. Twenty-two (22) regular work days after completing twenty (20) years of continuous employment.
6. Five (5) regular work weeks after completing twenty-five (25) years of continuous employment.
7. Six (6) work weeks of vacation per year to an employee after that employee has completed thirty (30) years of continuous service.
8. Vacation shall not be accumulated from one (1) calendar year to the next. Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time.
9. The year shall be computed from date of employment.
10. (a) The department head shall schedule vacation in



units of not less than five (5) work days.

(b) Upon the request of an employee, the department head, in his sole and absolute discretion, may, when circumstances permit, allow an employee to use vacation time in units of less than five (5) working days. The department head's determination shall not be subject to the grievance procedure.

11. Upon the death of an employee or his retirement from service, all of the employee's earned vacation time shall be computed on a pro rata basis and paid to him in the case of retirement from service or to his estate in the event of death, in accordance with the normal regular rate of pay the employee was receiving at the time of his death or retirement from service.

12. Effective January 1, 1997: When an employee earns a minimum of fifteen (15) vacation days in a year, the employee shall have the option of electing to receive the cash equivalent for a maximum of ten (10) vacation days in lieu of taking off such earned vacation time, provided the employee gives notice of his election, in writing no later than September 1st of the preceding year. Such notice is necessary for the City to budget the allocation. The City will waive the September 1<sup>st</sup> notification date for any days to be sold back in excess of five (5) days in 1997.

13. Employees hired in the months of October, November or December have until April 30<sup>th</sup> of the following year to use their vacation time upon completing 1 year, 5 years, 10 years, 15 years, 20 years, 25 years, 30 years of continuous employment.

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## **ARTICLE XI SICK LEAVE - ABSENCE FROM WORK**

### **SECTION 1. DEFINITION**

Sick Leave is hereby defined as leave of absence from duty, with pay, granted to an employee by reason of such employee's own sickness or disability. Under no circumstances is sick leave to be construed as additional vacation due an employee; or an excuse for leave of absence with pay, for any other purpose. However, at the discretion of the department head, sick days may be used for serious illness of spouse, child, parents, grandchildren, and spouse's parents provided the employee submits the appropriate documentation which verifies the serious illness of said family members.



Sick leave shall be construed only as an insurance or a protection to the employee provided by the Municipality against the employee's loss of income due to legitimate sickness or disability, provided that such employee has met certain conditions and has accumulated sufficient sick leave credits to cover the period of sickness or disability allowed or allowable for the calendar year.

## SECTION 2. ACCUMULATION

Each employee shall be allowed to accumulate sick leave credits at the rate of one and one-quarter (1-1/4) working days for each month completed in service, provided, however, that such employee has worked a minimum of twenty days (20) or 160 hours within that month, and further provided, however, that no sick leave credits shall be authorized until the employee has completed six (6) months continuous employment. These credits, together with any previous sick leave credits which would have been usable on that date, shall become cumulative without limit. "Cumulative" is hereby construed to mean the accumulation of all unused sick leave credits for any number of years in which such credits were properly allowed.

The unit of computation of sick leave shall not be less than one half day. Credits cannot be earned for the period an employee is on leave of absence without pay. If an employee is out of work and on Workman's Compensation, the time spent on Workman's Compensation shall be included in computing entitlement to sick leave under Section 2 of this Article. For the calculation of sick leave credits, the time recorded on the payroll with the full rate of pay shall be considered as time "served" by the employee. Every sick leave is granted under the following terms and conditions:

- a. The employee must have sufficient accumulated and unused sick leave credits to cover the period in question.
- b. In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to the department head, the employee or his agent must report such sickness or disability the first working day of such absence no later than thirty (30) minutes after the beginning of his scheduled tour of duty to his immediate supervisor or foreman.
- c. The department head may require a physician's certificate for any absence under the following circumstances:
  1. Where the employee has been previously warned of sick leave abuse within the last six months, or
  2. Where the department head has reason to believe that the employee's absence did not meet the requirements of Section 1 of this Article.

Where the illness or disability is of long duration, a physician's certificate shall be required for each seven (7) days of continuous absence. In any case, the department head may require an examination by the City physician or other acceptable evidence that the illness is bona fide.

The department head, in addition to the above, may require the employee to submit to an examination by the City physician, and the department head shall arrange such appointment. Whenever an employee has been on sick leave for thirty (30) successive days, the head of the department must require that the employee be examined by the City physician before he returns to duty, and in the event such employee shall fail to submit or refuse consent to such medical examination, he shall be deemed to have waived his rights under this Article.

In the event that the City physician should find that the employee is able to perform his regular duties, or to perform light duties, and the employee shall refuse to return to performance of his regular duties, or to perform such light duty if the same is available and offered to him, he shall be deemed to have waived his rights under this Article.

- d. Upon proper evidence of a bona fide illness, any employee shall be entitled to draw on his accumulated and unused sick leave credits.
- e. Where an employee received compensation under the WORKMAN'S COMPENSATION LAW on account of disability, he shall elect in writing whether he elects to have sick leave with pay during the period of disability for which he received compensation. Such writing shall be filed with the department head. In the event that he elects to take sick leave with pay during such disability, he shall, for the period of his disability, be paid the difference between what he received as compensation and his regular rate of pay. The time during which he is so paid shall be deducted from his accumulated sick leave time. All Floating Holidays, Personal Days, Vacation Days and Sick Leave Days reimbursed to an employee while off on Workers' s Compensation shall be returned to the employee as sick leave days.
- f. An employee isolated or quarantined because of exposure to communicable disease, may, for the purpose of this regulation be considered absent because of sickness and may be granted sick leave with pay, during such isolation or quarantine, to the extent of his accumulated and unused sick leave time.
- g. Whenever an employee shall be absent on sick leave and

the period for which he is absent includes a day or days upon which such employee was not scheduled to work, such day shall not be charged against his accumulated unused sick leave credits.

- h. Allowable and allowed sick leave time shall be considered for all purposes as continuous service.
- i. The head of each department shall maintain records of accumulated unused sick leave credits for each employee and a record of the total sick leave granted to each employee.
- j. When an employee provides a doctor slip for any period of absence from work, the absence verified by the doctor shall not be counted against the employee in determining if he/she is in violation of any work/attendance rules.

### SECTION 3. EXTENDED SICK LEAVE

An employee with five (5) years continuous service with the City Immediately prior to his application for benefits under this Provision, shall be eligible for Extended Sick Leave as follows:

- a. Such employee shall receive one (1) week sick leave at 1/2 Pay for each year of consecutive service up to a maximum of 26 weeks at 1/2 pay.
  - b. Health insurance shall be provided by the City for the period of earned extended sick leave. The City may require the proof of disability from two qualified physicians.
  - c. Any employee who utilizes extended sick leave under this provision will earn the same benefits he/she would have earned while on regular sick leave.
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- d. Frequency of certification of illness shall be set forth in Sick Leave provision of the contract.
  - e. An employee shall be eligible for extended sick leave on only ONE occasion during his career, and may apply for extended sick leave only after exhausting all other accruals.
  - f. No payment shall be made at retirement or at any other time for any unused earned extended sick leave.

### SECTION 4. LEAVE DUE TO DEATH IN THE IMMEDIATE FAMILY OF AN EMPLOYEE

Each employee shall be granted leave without loss of pay, sick leave, vacation or other benefits, on account of death in the employee's immediate family upon satisfactory evidence of such and at the discretion of the department head. The immediate family of an employee shall include brother, sister, child, spouse, grandfather, grandmother, father, mother or person occupying the position of the parent of the employee or of his spouse. Leave period shall be for four (4) days including the day of funeral. Employees will be allowed the day of the funeral only in the case of death of brother-in-law or sister-in-law.

If a death of any individual covered by the death policy occurs while the employee is on vacation, the vacation time used for leave due to death will be rescheduled for the employee to be used at a later date.

#### SECTION 5. LEAVE FOR DENTAL OR MEDICAL VISITS

Discretionary with the head of the department, occasionally required medical or dental visits may be allowed employees of the various City departments without loss of pay, sick leave, vacation or other benefits, except that each such absence in excess of two (2) hours shall be charged to earned sick leave credits on one half-day units. Employees shall, upon request, provide documentation to verify such medical visits.

#### SECTION 6. LEAVE FOR JURY SERVICE

On proof of the necessity to serve as a juror in any court of competent jurisdiction, leave of absence shall be granted with pay to any employee without loss of sick leave or vacation time.

The City shall deduct the fees received for jury duty from the employee's regular salary (but not his mileage). If the employee is excused from jury duty, he shall return to his normal tour of duty.

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#### SECTION 7. LEAVE FOR CIVIL SERVICE EXAMINATION

Employees shall be allowed time, with pay, to take open competitive and promotional Civil Service examination for City positions at the appropriate center.

#### SECTION 8. PERSONAL LEAVE DAYS

Each employee shall be credited with three (3) personal leave days per calendar year to conduct personal business upon satisfactory completion of their probationary period. Personal leave days shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number



of employees on personal leave at the same time, the employee with the greater length of continuous service shall be given his choice.

Employee shall request in writing personal leave days at least three (3) days in advance of date desired except in the case of an employee emergency. Employees shall be allowed to take personal leave days in half (1/2) shifts. The department head shall acknowledge in writing all requests for personal leave days and shall acknowledge approval/disapproval within 24 hours after receipt of written request.

#### SECTION 9. LEAVE REQUIRED BY LAW

Heads of departments shall grant any leave of absence with pay, required by law including military leave pursuant to Section 242 ff as amended.

#### SECTION 10. LEAVE WITHOUT PAY

Leave of absence without pay may be granted by the department head subject to approval by the Mayor to the employees in his department, under extenuating circumstances, but in no case shall any total continuous leave without pay exceed one (1) year, without approval of the Common Council or the Municipal Civil Service Commission.

#### SECTION 11. SICK LEAVE BUY-OUT

Upon retirement from service, the unused sick leave will be paid at forty percent (40%) of employee's pay rate at the time of retirement for each sick leave day accumulated. The employee shall have the option of taking his accumulated sick leave pay in its entirety upon retirement or may choose to take fifty (50%) percent of his accumulated sick pay upon retirement and the balance one year following his retirement. In the event the employee chooses to take his accumulated sick leave pay over two (2) years, the benefits shall be vested.

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### ARTICLE XII HOLIDAYS

Holidays with pay at the regular rate shall be

1/2 day before New Year's Day  
New Year's Day  
Good Friday  
Thanksgiving Day  
1/2 day before Christmas Day  
Christmas Day

Columbus Day  
Veteran's Day  
Memorial Day  
Fourth of July  
Labor Day

Effective January 1, 1991: There shall be four "floating holidays" honoring Martin Luther King, Jr., George Washington, Abraham Lincoln and Election Day.

Except when on approved sick leave, vacations or other authorized absence, the employee will be paid for the holiday only in the event that the employee has worked his last full scheduled day before and his first full scheduled day after the holiday or day celebrated as such even though in different work weeks.

Whenever any holiday listed above falls on a Saturday or Sunday, either the business day preceding or following the Saturday or Sunday will be designated by the Mayor, to be celebrated as a holiday.

1. Any employee electing to utilize his floating holiday must do so in writing one (1) week in advance of the date desired.

2. The department head in his sole discretion may limit the number of employees in his department to a maximum of three (3) employees off on any given day.

3. Floating holidays shall be granted on a first-come, first-serve basis, and can be taken in whole or one-half (1 or 1/2) day segments.

4. The floating holiday should not be accumulated from one calendar year to the next.

#### **ARTICLE XIII HOSPITAL AND MEDICAL CARE BENEFITS**

##### **SECTION 1. COVERAGE**

Every member of AFSCME shall convert into the Medical Insurance Program as approved by all other City units and by the Medical Insurance Committee. Said program is attached as Appendix D

The City, will permit any officer or active employee, who is a member of the hospital and medical plan provided for City employees at the time of their retirement to retain their membership in said plan after retirement, with the City paying the full cost thereof, (subject to the following:)

1. Twenty (20) years of service, of which the last ten (10) must be consecutive.
2. The employee must retire pursuant to New York State Retirement or Social Security law.\*
3. Employees who fail to meet the above criteria and who must retire as a result of a job-related injury shall receive said medical insurance benefits not



to exceed five years.

\*It is the intention of the parties that retirees eligible to obtain said medical insurance benefits will receive the same medical insurance benefits as enjoyed by active employees.

The city will permit an employee or eligible retiree who does not avail himself/herself of the coverage provided herein, to receive a lump sum of \$1,800 per year by reason of such non-participation. Said sum shall be paid to such employee or eligible retiree on the first pay day in December, and will be pro-rated if necessary. In order to receive the medical coverage buy out the employee must provide proof to the City that they have medical insurance from some other source.

\*For purposes of clarification:

If an employee separates from employment before reaching the minimum eligibility age for retirement, the City will not be responsible for the cost of medical insurance benefits until the employee reaches the minimum age for retirement.

## SECTION 2. DEATH OF UNIT MEMBER

Upon death of any unit employee the spouse at his/her own expense may retain membership in the Group Plan.

## ARTICLE XIV RETIREMENT BENEFIT

The City agrees to continue the present retirement plan.

## ARTICLE XV WORK WEEK OF EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS

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The work week shall consist of forty (40) hours of five (5) eight (8) hour days.

Overtime at the rate of time and one-half shall be paid to all hourly employees for all hours worked in excess of forty (40) hours in a week or eight (8) hours in any work day, and for all hours worked on Saturday or Sunday (excluding continuous operations) and for all holidays worked. All holidays shall be considered as days worked in computing overtime. Sick leave time will not be considered as time worked in computing overtime.

Employees of the Public Works Department called back after completing their work day shall be guaranteed a minimum of four (4) hours of work.

Each employee will be entitled to a fifteen (15) minute rest period during each four (4) hour work period, scheduled by the supervisor. In case an employee reports for work at his regular shift and is sent home for lack of work, he shall be paid for four (4) hours at the rate to which he would be entitled for his shift unless notified in advance.

All employees shall be paid bi-weekly.

All records establishing entitlement to overtime, premium pay or pay for out-of-grade work shall be maintained and certified by the head of the department as to their accuracy.

#### **ARTICLE XVI EXTRA WORK AND EQUALIZATION**

Overtime shall be offered on a rotating basis for employees engaged in similar work within a department as far as practical. Records concerning overtime hours will be available to employees in the department in such manner that the employees involved may check their standing.

Non bargaining unit employees may work a cumulative hour of overtime in any one day, beyond one cumulative hour of overtime in any one day overtime opportunities must be offered to bargaining unit employees in the affected department first.

#### **ARTICLE XVII SAFETY AND HEALTH**

All parties to this Agreement hold themselves responsible for the mutual, cooperative enforcement of safety rules and regulations.

Safety glasses will be made available to all employees when the nature of the work necessitates safety glasses. Safety equipment issued by the City must be worn when so instructed or the employee shall not be allowed to work.

Should an employee complain that his work requires him to be in a situation in violation of acceptable safety rules, the matter shall be adjusted immediately by representatives of the City. If the matter is not adjusted satisfactorily, the grievance may be processed according to Article IX.

The parties to this Agreement shall establish a joint safety committee consisting of three (3) representatives of the Union; one each from the Water Department, Highways and Parks Department, and Wastewater Treatment Department; two (2) representatives of

supervisory personnel and one (1) member of the Common Council, for the purpose of promulgating a written safety code. All parties agree to enforce such a code. In case of continued violation of safety rules by an employee after two (2) written warnings, the employee may be dismissed without rights under Article VII of this Agreement.

The City will issue one (1) set of outside clothing (which shall consist of boots, rain gear and gloves) to all employees who predominately work out-of-doors. If an employee requires replacement clothing, he must return issued items for replacements. Failure to return issued clothing shall result in employee being charged replacement cost. Upon termination of employment, the outside clothing must be returned to the City. The department head shall determine which employees shall be issued clothing as stated above. Also, cleaning service would be provided for the auto mechanics. Cleaning service is defined as issuance of coveralls through a cleaning service company.

## **ARTICLE XVIII WAGE RATES**

### **SECTION 1. STEP PLAN**

An eleven (11) grade, eight (8) step wage plan has been adopted for the duration of this agreement as set forth in the attached Appendix C.

The wages reflect an increase of 3% across the board for 2009 (over 2007); a 3% across the board increase for 2010 (over 2009); a 3% across the board increase for 2011 (over 2010); and a 3% across the board increase for 2012 (over 2011) .

Employees hired after January 1, 1994, shall have their progression on the step plan determined as follows:

- A. Any employee hired between January 1 and June 30 of any given year shall move to step 2 on January 1 of the following year.
- B. Any employee hired between July 1 and December 31 of any given year shall move to Step 2 on January 1 of the year following the next calendar year.
- C. An employee having attained Step 2 shall thereafter progress within the pay plan on each following January 1.

### **SECTION 2. TITLE CLASSIFICATION**

When an employee is promoted to a higher pay grade, he will be placed in the same step that he was in immediately prior to his promotion (step for step).

SECTION 3. LONGEVITY

Effective January 1, 2009, an annual longevity payment will be paid to all full-time employees covered by this Agreement at the following rates:

	2009	2010	2011	2012
1. 5-9 years of continuous service	\$475	\$500	\$525	\$550
2. 10-14 years of continuous service	\$625	\$650	\$675	\$700
3. 15-19 years of continuous service	\$775	\$800	\$825	\$850
4. 20-24 years of continuous service	\$925	\$950	\$975	\$1000
5. 25-29 years of continuous service	\$1075	\$1100	\$1125	\$1150
6. 30 + years of continuous service	\$1225	\$1250	\$1275	\$1300

#### SECTION 4. SHIFT DIFFERENTIAL

Effective January 1, 2010, any unit employee working the 4:00 p.m. to 12:00 a.m. shift or the 12:00 a.m. to 8:00 a.m. shift shall be paid an hourly shift differential in addition to their wages as follows:

4:00 p.m. to 12:00 a.m. 10% of hourly base pay (3<sup>rd</sup> shift) 12:00 a.m. to 8:00 a.m. 15% of hourly base pay (1<sup>st</sup> shift)

Also, effective January 1, 2010 any unit employee working the Saturday and Sunday day shift as part of a regular forty (40) hour-work shift shall be paid a shift differential of 10% of their hourly base pay.

The base rate for determining overtime worked on the first (1st) or third (3rd) shift shall include the appropriate shift differential.

### ARTICLE XIX MISCELLANEOUS PROVISIONS

#### SECTION 1. OUT-OF-GRADE PAY

When an hourly employee is required to work in a higher classification than that in which he is regularly employed, said employee shall be compensated at the salary established for that job or at his regular rate of pay, whichever is higher. Said compensation shall be effective with the first day of work in such

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classification in which the employee works in such higher classification. The City shall make the assignment from among the qualified permanent full-time employees in the Department.

#### SECTION 2. BULLETIN BOARDS

Announcements in addition to the posting of the semi-annual seniority list and posting of job vacancies shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement may use the bulletin boards for notices of routine nature; agree that it would be improper to post denunciatory, political, or inflammatory written material on such bulletin boards. There shall be an automatic exchange of copies of all materials posted by either party.



### SECTION 3. VIOLATION OF LAW

Should any provision of this Agreement be found to be in violation of Federal, State, or Local law or ordinance by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### SECTION 4. DISCRIMINATION

The parties to this Agreement agree that they shall not discriminate against any person because of political affiliation, race, creed, or color and that such persons shall receive the full protection of the provisions of this Agreement.

### SECTION 5. INTERNATIONAL REPRESENTATIVES

The City agrees to permit international representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO District Council 66, or representative of Local 855 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees and after obtaining permission from the department head.

### SECTION 6. WORK STOPPAGES

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union agrees that they will abide by the provisions against strike as provided by Section 207 (b) and Section 210, paragraph 1 of the Civil Service Law of the State of New York as amended, or as the Taylor Law may be amended from time to time with regard to provisions relating to strikes.

It affirms that it does not assert the right to strike against the City of Lockport, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike, and the Union shall not engage in a strike and it shall not cause, instigate, encourage, or condone a strike by its members.

### SECTION 7. COLLECTIVE BARGAINING

The City will grant paid time off for up to two (2) Union officials to conduct collective bargaining negotiations.



## SECTION 8. COMPLETE AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective negotiations. Any prior commitment or agreement between the Employer and the Union or any individual employee covered by this Agreement is hereby superseded.

## SECTION 9. WORKING DAYS DEFINED

For purposes of this Agreement all references to "working days" shall be construed to mean Monday through Friday, excluding holidays.

## SECTION 10. NOTIFICATION OF JOB SPECIFICATIONS

The City shall notify the Union in writing of all changes in job specifications or job requirements.

## SECTION 11. CLOTHING

Effective January 1st, 2009, the City shall provide for each active employee on the City payroll an annual **\$625.00** clothing allowance every July.

## SECTION 12. LABOR-MANAGEMENT COMMITTEE

The parties agree to form a Labor-Management Committee to discuss those issues which are of mutual interest and concern. Said Committee shall consist of no more than eight (8) participants, (4 from each side). Either side may call for a meeting by submitting an Agenda seven (7) days prior to a meeting date.

### Section 13. CONTRACTING OUT

- A. The Employer agrees not to contract or sub-contract out any work, duties, or tasks performed by employees covered by this Agreement; nor shall the Employer cause the layoff or displacement of employees covered by this agreement through any means of contracting out or subcontracting out (including utilization of any state/local sponsored program, such as Workfare/Work Release).
- B. AFSCME agrees to relinquish exclusivity to "Refuse Collection" providing that the relinquishing of exclusivity does not cause the layoff of any employees, or to be used as a tool for the reduction (unless through attrition) of the AFSCME workforce covered under this agreement. The City of Lockport and AFSCME agree, should the City of Lockport choose to contract out refuse, employees performing refuse work shall retain their pay grade and title, regardless.
- C. "Refuse Collection" refers to the aspects of the garbage collection involving trash and cardboard/paper pickup currently performed by "Garbage Trucks" and "Recycling Trucks" in the City of Lockport.

### SECTION 14. PAYMENT OF ACCRUALS

Effective January 1, 1997, upon the death of an employee, their estate will be paid in full for all unused vacation days, personal days, floating holidays, and sick days. (Floating holidays and personal days are available each January 1<sup>st</sup>).

### Section 15. TOOL ALLOWANCE-PUBLIC WORKS MECHANICS

The City will provide a yearly tool allowance for Public Works Mechanics in the amount of \$550.00.

Money must be spent on tool replacement or purchase by Public Works-Mechanics. Receipts must be provided in order to receive payment.

### SECTION 16. LICENSING/CERTIFICATION

All positions requiring NYS certification and/or licensing, the City of Lockport will provide funding for the following:

- a. Mileage to and from the certification class at

the IRS standard rate, unless a city vehicle is made available;

- b. Compensation for employees undergoing certification training during non scheduled work hours at a rate of time and one-half (1 1/2) and compensation during regular scheduled work hours is regular rate of pay;
- c. Cost of training seminars for each employee attending.

#### SECTION 17. CDL LICENSING

All employees who are required to possess and maintain a commercial drivers license within the State of New York shall, upon providing the City with proof of current CDL, be reimbursed for the difference between a regular non-commercial drivers license and a CDL.

#### SECTION 18. EMPLOYEE DRUG AND ALCOHOL TESTING UPON REASONABLE SUSPICION FOR AFSCME LOCAL 855 MEMBERS

In accordance with the collective bargaining agreement between the City of Lockport (hereafter the CITY) and Local 855, The International Union, AFSCME, AFL-CIO, District Council 66, (hereafter AFSCME), the City may require an employee covered under the AFSCME contract to undergo testing for the presence of alcohol or illegal drugs upon reasonable suspicion that the employee is under the influence of such drugs and/or alcohol while on duty. In the case of alcohol testing, all testing will be done by breath testing. In the case of illegal drug testing, all testing shall be done by urinalysis. Only laboratories which are certified by the U.S. Department of Health and Human Services under National Laboratory Certification Program (NLCP) to participate in the U.S. Department of Transportation drug testing program pursuant to 49 CFR Part 40 shall be used to administer breath tests or perform urinalysis under this agreement.

The use of illegal or controlled substances and alcohol by an employee adversely affects the mission of The City impairs the efficiency of the workforce, endangers the lives and security of employees and undermines the public trust.

The City fully supports the Employees Assistance Program (hereafter EAP) and encourages employees who are using illegal substances and alcohol to seek the confidential services of the EAP at the workplace. Information regarding the use of illegal controlled substances and alcohol revealed to EAP representatives by an employee cannot be used against the employee for any purpose.

### Reasonable Suspicion Testing

1. Determination of reasonable Suspicion: The person designated to confirm whether reasonable suspicion exists to require a covered employee to undergo drug and alcohol testing must be a non (AFSCME) bargaining unit supervisor or administrator. The behavior giving rise to reasonable suspicion shall be a recognized symptom of impairment, due to alcohol or a controlled substance.
2. Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo drug and alcohol testing shall receive formal training. Such training must be completed before the supervisor can require an employee to undergo a test.
3. Right to Representation: When a decision is made to test, the employee shall be advised that the employee can consult with an AFSCME Union representative who has received the formal training referred to in paragraph 2 above, as long as the AFSCME Union representative can respond without undue delay. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting a trained AFSCME Union representative.
4. All time spent administering a controlled substance and alcohol test, stemming from reasonable suspicion, will be paid at the employee's regular rate of pay or at his/her overtime rate, if applicable and will include travel time.
5. Any employee who is not allowed to return to work while awaiting test results arising out of reasonable suspicion may use any accumulated paid leave benefits as noted in the current collective bargaining agreement during the waiting period for time lost and will be reimbursed for the time lost should the test results be negative.
6. If the employee requests the split specimen be tested by a certified laboratory of his/her choice, the employee is responsible for the cost of such a test. However, if the results of the second test show the initial test results were a false positive, the City shall assume the cost of the second test and the employee shall be reimbursed for any lost wages

### APPLICATION

1. In determining whether to order a test in a particular case, the City must balance said employee's right to privacy from unreasonable intrusions against the City's interest in assuring the integrity of the employee's.
2. The order must be justified by a reasonable suspicion that the covered employee has reported to work under the influence of illegal controlled substances or alcohol.
3. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application;

- vague unparticularized, unspecified, or rudimentary hunches or intuitive feelings do not meet the standard.
4. Reasonable suspicion may be based upon, among other matters, observable phenomena such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances or alcohol such as slurred speech, disorientation, a pattern of abnormal conduct or erratic behavior.
  5. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from these facts.
  6. The City will not test solely on information or anonymous sources unless the information is corroborated by reliable and credible sources or objective evidence.
  7. The employee will sign a consent form designating the Mayor or his designees as the person or persons to whom information shall be released by the Medical Review Officer (MRO).
  8. The MRO is a licensed physician (medical doctor or doctor of osteopathy) and is responsible for receiving laboratory results generated by an employer's drug testing program. The MRO shall have knowledge of substance abuse disorders, and have appropriate medical training to interpret and evaluate an individual's confirmed positive test results, together with his or her medical history and any other relevant biomedical information.

#### PROCEDURE

1. Whenever trained supervisors reasonably suspect, based on their own observations, that an employee covered by the AFSCME contract has reported to work in an impaired condition due to the use of alcohol or an illegal controlled substance, such information should immediately be communicated to the Director of Utilities, The Superintendent of Highways, Parks & Refuse, the Director of Engineering, the Mayor or their designees in such a manner as to protect confidentiality and the privacy of the employee. However, this reporting requirement does not effect the process of directing a covered employee to submit to a drug or alcohol test, which should proceed without delay.
2. A covered employee of the City of Lockport ordered to submit to testing shall be advised that he or she has a right to consult with an AFSCME Union representative who has received the formal training referred to in paragraph 2 above without delaying the process in excess of sixty (60) minutes.



Reasonable efforts to assist the employee in contacting a trained Union representative shall be made.

3. Throughout all aspects of these procedures, including transportation and the actual obtaining of the sample, the employer will assure the dignity and privacy of the employee. Every effort shall be made to avoid public attention and these procedures shall be carried out as discreetly as possible.
4. Collection, testing, and medical review shall be in conformance with Federal Highway Administration (hereafter FHWA) protocols for "Commercial Drivers Licensed (CDL) drivers.
5. If the results of the initial and/or the confirming tests are negative, the request for testing, the finding of reasonable suspicion, as well as the result of said test will not be kept. If both confirming tests are positive, or if the first test is positive and the employee waives his/her right to request a second confirming test, the employee may be disciplined by the Director of Utilities, The Superintendent of Highways, Parks & Refuse, the Director of Engineering, the Mayor or their designees, provided such discipline is appropriate under the AFSCME contract, law, rule and regulation.

#### General Provisions

1. An employee's refusal to submit to ordered testing or his or her refusal to cooperate in any legal aspect of testing procedures shall be communicated to the Director of Utilities, the Superintendent of Highways, Parks & Refuse, the Director of Engineering, the Mayor or their designees and may subject the employee to disciplinary action as appropriate under the AFSCME contract and law, rule or regulation.
2. At the conclusion of the testing procedures, the employee may be disciplined independent of the test results, only if the facts, standing alone would normally justify such action and constitute a basis under the AFSCME contract and law. In a case where an employee is judged to be too impaired to continue to work, he or she is to be assisted with making arrangements for transport home. The employee is to be strongly encouraged not to drive. If the employee insists on driving, the Director of Utilities, The Superintendent of Highways, Parks & Refuse, the Director of Engineering, the Mayor or their designees, or other appropriate authority should be immediately notified.
3. When written reports of the laboratory tests are received by the Director of Utilities, the Superintendent of Highways, Parks & Refuse, the Director of Engineering, the Mayor or their designees, a copy shall be forwarded to the employee who was tested. If the results are positive, the MRO informs



- the employee of the results and the designees or the employer shall also be notified.
4. Each test ordered shall be reviewed to insure compliance with FHWA provisions.
  5. Where any provision of this memorandum of agreement is determined to be in conflict with the AFSCME collective bargaining agreement or law, statute, rule or regulation, including civil service law, said collective bargaining agreement, law statute, rule or regulation will control. It is not the intent of this Memorandum of Agreement to abridge any rights an employee may have under applicable collective bargaining agreements, law, statutes, or rules and regulations.
  6. Records concerning positive results will be kept separate from Civil Service files in a locked file cabinet in the Civil Service Office (Confidentiality CFR Title 4).
  7. If, as a result of the investigation, the City determines the existence of just cause discipline, such discipline may be imposed consistent with the provisions of the collective bargaining agreement.
  8. An employee whose test is confirmed positive will have an opportunity to seek appropriate counseling and or treatment.
  9. An employee who claims to have been tested under this Memorandum of Agreement without reasonable suspicion can assert such a claim as a defense in any disciplinary proceeding brought against him/her. Nothing in this Memorandum of Agreement shall be construed to deprive an employee of any other appropriate defenses or arguments in Arbitration and/or any other course of action available to the employee.
  10. Defamation, Invasion of Privacy, Confidentiality and Constitutional Concerns: An employer who engages in drug testing may also be subject to claims by employees in another forum for defamation, invasion of privacy and violation of constitutional rights. If an employer were to disclose the results of an employee's drug and/or alcohol test which were later proven to be inaccurate; and the employee can establish that the employer acted in a reckless manner or in a manner with intent to damage the employee, that employer could be subject to a claim for defamation. Employees may also raise claims based on their constitutional rights, including invasion of privacy, unlawful search or seizure or denial of due process depending on the manner in which testing is conducted and the circumstances of the case.

Note: The union does not hold itself out to provide legal representation in the aforementioned course of action.

11. This memorandum of Agreement shall be effective as of the date of its execution by the parties.

ARTICLE XX TERM  
OF AGREEMENT

This Agreement shall cover the period from January 1, 2008,  
through December 31, 2012.

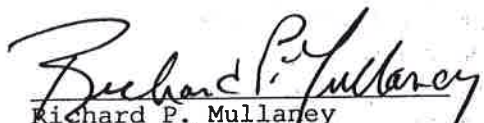
CITY OF LOCKPORT

By:

 10/8/10  
Michael W. Tucker  
Mayor

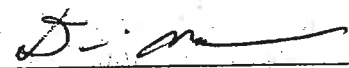
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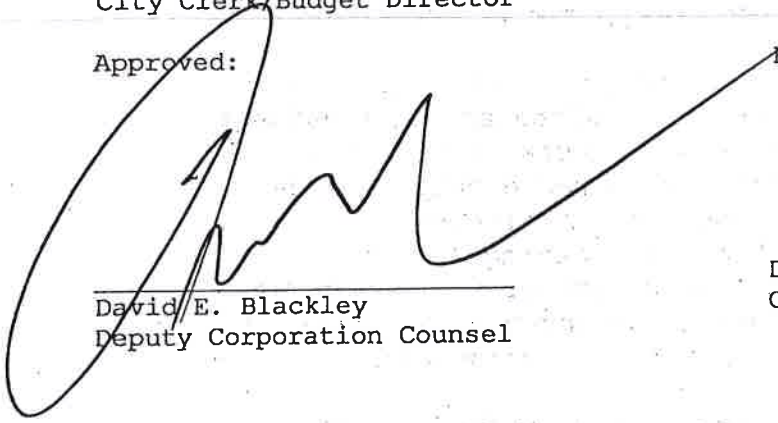
LOCAL 855, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO, DISTRICT COUNCIL  
66

 10-18-10  
Richard P. Mullaney  
City Clerk/Budget Director

Approved:


By:

 10/8/10  
Dennis McNamara  
President

  
David E. Blackley  
Deputy Corporation Counsel

DISTRICT COUNCIL 66, AFSCME, AFL-  
CIO

By

 10/8/10  
Frank DiStefano  
Area Representative

## APPENDIX A EXCLUSIONS FROM

### BARGAINING UNIT

Supervisory, administrative and clerical personnel working for, or assigned to Public Works Departments, are excluded from the bargaining unit.

Exclusions include the following: Streets: Superintendent, Labor Foremen, Senior Clerk and Clerk

Parks: Superintendent, Ass't Superintendent, and Senior Account Clerk

WWTP: Superintendent, Chief Filter Process Operator, Chemists, Chief of W.W.T.P. Maintenance

Water: Superintendent, Chief Filter Plant Operator, Chemists, Distribution Maint. Supervisor, Principal Account Clerk, Sr. Clerk, and Billing Machine Operators, Filter Plant Maintenance Supervisor

In addition, the City Hall Building Maintenance Supervisor shall be excluded from the bargaining unit.

It is understood and agreed that during the life of this Agreement, should it become necessary to increase supervisory, administrative, or clerical personnel with comparable titles above, said personnel will automatically be excluded from the bargaining unit.

## APPENDIX B

Any member or other person making service or similar payments to the local Union in lieu of dues under agency shop or similar provisions who objects to the expenditure of a portion of such payments for partisan political or ideological purposes shall have the right to dissent from such expenditures. The amount of the union's expenditures for such purposes shall be determined annually in the following manner: For the International Union, the International Secretary-Treasurer shall by October 1st each year ascertain the total expenditures of the described kind during the preceding fiscal year, and shall determine there from mathematically the portion of per capita payment or its equivalent which is subject to rebate. For each council and local union which has made expenditures of the described kind, its chief fiscal officer shall make like calculations by October 1st or, if some other date is more appropriate to the local fiscal year, then by such other date (which date shall be set forth in the regular publication of that subordinate body no less than two months prior to the designated date). An objector shall file written notice by registered or certified mail of his objection with the International Secretary-Treasurer during the stated period each year.

The International Secretary-Treasurer shall transmit each objection received to the chief fiscal officer of each involved subordinate body. Rebates shall be provided by registered or certified mail by the International Union and each involved subordinate body to each individual who has timely filed a notice of objection, as provided herein.

If an objector is dissatisfied with the proportional allocation that has been established on the ground that assertedly it does not accurately reflect the expenditures of the International Union or subordinate body in the defined areas, an appeal may be taken to the Judicial Panel. Any such appeal must be filed in writing within fifteen days of receipt of the rebate check from which appeal is made. If an appeal has been timely filed, the Judicial Panel shall schedule a hearing under the Rules of Procedure of the Judicial Panel. The decision of the Judicial Panel on such appeal shall be issued within reasonable time. If an objector is dissatisfied with the decision of the Judicial Panel, a further and final appeal may be taken as follows:

An AFSCME member who has proceeded through the preceding steps and who wishes to do so may appeal the decision of the Judicial Panel to the next International Convention. A non-member who has paid a service or similar fee and has proceeded through the preceding steps and who wishes to do so may appeal the decision of the Judicial Panel to the Review Panel established in Article XII. Any appeal to the Review Panel must be filed in writing within

fifteen days of receipt by the non-member of the decision of the Judicial Panel. The Review Panel shall decide such appeals as expeditiously as possible, consistent with the right of an appellant to a full and fair processing.



# APPENDIX C

## 2007 AFSCME Wage Plan

2008 = 2007 WAGES

Grade	Step	1	2	3	4	5	6
1		\$14.5745	\$15.0153	\$15.4560	\$15.9275	\$16.4093	\$16.8705
2		\$14.8820	\$15.3330	\$15.7943	\$16.2453	\$16.7475	\$17.2293
3		\$15.1280	\$15.6610	\$16.1223	\$16.6245	\$17.1268	\$17.6085
4		\$15.4355	\$15.9788	\$16.4708	\$16.9730	\$17.4753	\$17.9673
5		\$15.7328	\$16.2350	\$16.7885	\$17.3215	\$17.8648	\$18.4080
6		\$16.0300	\$16.5528	\$17.1165	\$17.6495	\$18.2133	\$18.7770
7		\$16.4400	\$16.8808	\$17.4343	\$17.9980	\$18.5823	\$19.1563
8		\$16.6245	\$17.1985	\$17.7315	\$18.3465	\$18.9513	\$19.5355
8a		\$18.2351	\$18.8091	\$19.3421	\$19.9571	\$20.5619	\$21.1461

2009 = 2007 + 3%

Grade	1	2	3	4	5	6
1	\$15.0117	\$15.4658	\$15.9197	\$16.4053	\$16.9016	\$17.3766
2	\$15.3285	\$15.7930	\$16.2681	\$16.7327	\$17.2499	\$17.7462
3	\$15.5818	\$16.1308	\$16.6060	\$17.1232	\$17.6406	\$18.1368
4	\$15.8986	\$16.4582	\$16.9649	\$17.4822	\$17.9996	\$18.5063
5	\$16.2048	\$16.7221	\$17.2922	\$17.8411	\$18.4007	\$18.9602
6	\$16.5109	\$17.0494	\$17.6300	\$18.1790	\$18.7597	\$19.3403
7	\$16.9332	\$17.3872	\$17.9573	\$18.5379	\$19.1398	\$19.7310
8	\$17.1232	\$17.7145	\$18.2634	\$18.8969	\$19.5198	\$20.1216
8A	\$18.7822	\$19.3734	\$19.9224	\$20.5558	\$21.1788	\$21.7805

2010 = 2009 + 3%

ENTR 1	ENTR 2	1	2	3	4	5	6
1	\$14.5268	\$14.9944	\$15.4621	\$15.9297	\$16.3973	\$16.8975	\$17.4086
2	\$14.8314	\$15.3098	\$15.7883	\$16.2668	\$16.7562	\$17.2346	\$17.7674
3	\$14.9184	\$15.4838	\$16.0493	\$16.6148	\$17.1041	\$17.6369	\$18.1698
4	\$15.2227	\$15.7991	\$16.3755	\$16.9519	\$17.4739	\$18.0067	\$18.5395
5	\$15.8254	\$16.1581	\$16.6909	\$17.2237	\$17.8109	\$18.3764	\$18.9528
6	\$15.8969	\$16.4516	\$17.0062	\$17.5609	\$18.1589	\$18.7244	\$19.3225
7	\$16.5059	\$16.9736	\$17.4412	\$17.9088	\$18.4960	\$19.0941	\$19.7140
8	\$16.4190	\$17.0280	\$17.6369	\$18.2459	\$18.8113	\$19.4638	\$20.1054
9	\$16.9559	\$17.5649	\$18.2065	\$18.8155	\$19.3809	\$20.0334	\$20.6750
10	\$17.4928	\$18.1018	\$18.7761	\$19.3851	\$19.9505	\$20.6030	\$21.2446
11	\$18.1277	\$18.7367	\$19.3456	\$19.9546	\$20.5200	\$21.1725	\$21.8141

2011 = 2010 + 3%

1	\$14.9626	\$15.4443	\$15.9259	\$16.4076	\$16.8892	\$17.4044	\$17.9309	\$18.4349
2	\$15.2763	\$15.7691	\$16.2620	\$16.7548	\$17.2589	\$17.7517	\$18.3004	\$18.8269
3	\$15.3859	\$15.9484	\$16.5308	\$17.1132	\$17.6173	\$18.1660	\$18.7149	\$19.2413
4	\$15.6794	\$16.2731	\$16.8668	\$17.4605	\$17.9981	\$18.5469	\$19.0957	\$19.6334
5	\$16.0941	\$16.6429	\$17.1917	\$17.7404	\$18.3452	\$18.9277	\$19.5213	\$20.1149
6	\$16.3739	\$16.9451	\$17.5164	\$18.0877	\$18.7037	\$19.2861	\$19.9022	\$20.5181
7	\$17.0011	\$17.4828	\$17.9644	\$18.4461	\$19.0509	\$19.6669	\$20.3054	\$20.9326
8	\$17.0571	\$17.5388	\$18.1660	\$18.7933	\$19.3757	\$20.0477	\$20.7086	\$21.3470
9	\$17.4485	\$18.0757	\$18.7527	\$19.3800	\$19.9824	\$20.6344	\$21.2953	\$21.9337
10	\$17.9854	\$18.6126	\$19.3394	\$19.9666	\$20.5491	\$21.2211	\$21.8820	\$22.5203
11	\$18.6715	\$19.2988	\$19.9260	\$20.5532	\$21.1356	\$21.8077	\$22.4685	\$23.1069

2012 = 2011 + 3%

1	\$15.4115	\$15.9076	\$16.4037	\$16.8999	\$17.3959	\$17.9265	\$18.4688	\$18.9879
2	\$15.7346	\$16.2422	\$16.7498	\$17.2574	\$17.7766	\$18.2842	\$18.8495	\$19.3917
3	\$15.8269	\$16.4268	\$17.0267	\$17.6266	\$18.1458	\$18.7110	\$19.2764	\$19.8185
4	\$16.1498	\$16.7613	\$17.3728	\$17.9843	\$18.5380	\$19.1033	\$19.6686	\$20.2224
5	\$16.5769	\$17.1422	\$17.7074	\$18.2726	\$18.8956	\$19.4955	\$20.1070	\$20.7184
6	\$16.8651	\$17.4535	\$18.0419	\$18.6303	\$19.2648	\$19.8647	\$20.4992	\$21.1337
7	\$17.5111	\$18.0072	\$18.5034	\$18.9995	\$19.6225	\$20.2569	\$20.9145	\$21.5606
8	\$17.5689	\$18.0650	\$18.7110	\$19.3571	\$19.9570	\$20.6491	\$21.3299	\$21.9874
9	\$17.9558	\$18.6019	\$19.3153	\$19.9813	\$20.5612	\$21.2534	\$21.9341	\$22.5917
10	\$18.4927	\$19.1388	\$19.9196	\$20.5656	\$21.1655	\$21.8577	\$22.5384	\$23.1959
11	\$19.2317	\$19.8777	\$20.5238	\$21.1698	\$21.7697	\$22.4619	\$23.1426	\$23.8001

grade 1

bidg maint worker  
cleaner

grade 2

laborer  
wwtp/wtp attendant

grade 3

municipal worker  
mechanics assistant  
motor vehicle operator  
water maint worker

grade 4

meter reader  
bidg. maint mechanic  
wtp/wwtp oper trainee

grade 5

sewer maint worker  
compost worker

grade 6

park maintainer  
sign maint worker  
motor equipment operator

grade 7

water meter service worker

grade 8

heo  
tree trimmer

grade 9

wtp/wwtp mech  
lab tech  
wwtp ind ptrmnt tech  
sr water maint worker

grade 10

wwtp/wtp oper

sr. lab tech  
tree crew leader

grade 11

mechanic  
sr. wwtp/wtp oper  
wtp/wwtp instr tech