

AGREEMENT

**BY AND BETWEEN THE
CITY OF LOCKPORT**

And

**CSEA, Local 1000 AFSCME
AFL-CIO**



**City of Lockport Employee Unit
Niagara County Local 832**

January 1, 2008 – December 31, 2012

INDEX

| | |
|---------------------------------------|----|
| Agency Shop | 7 |
| Bereavement | 28 |
| Call Back Compensation | 24 |
| Clothing Allowance | 41 |
| Complete Agreement | 42 |
| Dental/Medical Visits | 39 |
| Discipline and Discharge | 33 |
| Dues Deduction | 6 |
| Employee Organization Leave | 6 |
| Equal Opportunities | 37 |
| Grievance Procedure | 31 |
| Holidays | 25 |
| Information | 7 |
| Job Posting | 21 |
| Jury Duty Leave | 28 |
| Labor Management Committee | 8 |
| Leaves of Absence | 29 |
| Legislative Review | 4 |
| Longevity | 38 |
| Medical Benefits Plan | 12 |
| Out-of-Grade Work | 40 |
| Overtime Compensation | 24 |
| Personal Days | 27 |
| Personnel File | 30 |
| Recognition | 2 |
| Reduction in Force | 36 |
| Residency Requirement | 41 |
| Retirement Plan | 22 |
| Safety | 37 |

INDEX

| | |
|--------------------------------------|----|
| Agency Shop | 7 |
| Agreement | 3 |
| Bereavement | 27 |
| Call Back Compensation | 22 |
| Clothing Allowance. | 39 |
| Complete Agreement. | 40 |
| Dental/Medical Visits | 38 |
| Discipline and Discharge | 32 |
| Dues Deduction | 6 |
| Employee Organization Leave. | 6 |
| Equal Opportunities | 35 |
| Grievance Procedure | 30 |
| Holidays | 24 |
| Information | 7 |
| Job Posting. | 19 |
| Jury Duty Leave | 27 |
| Labor Management Committee | 8 |
| Leaves of Absence. | 28 |
| Legislative Review | 4 |
| Longevity | 37 |
| Medical Benefits Plan | 12 |
| Out-of-Grade Work. | 38 |
| Overtime Compensation. | 23 |
| Personal Days | 26 |
| Personnel File | 29 |
| Recognition | 3 |
| Reduction in Force. | 35 |
| Residency Requirement | 40 |
| Retirement Plan. | 21 |

| | |
|---|----|
| Safety..... | 35 |
| Seniority Transfer..... | 39 |
| Sick Leave..... | 8 |
| Term of Agreement..... | 40 |
| Travel Policy..... | 29 |
| Union Rights..... | 4 |
| Vacations..... | 25 |
| Wages..... | 36 |
| Work Day and Work Week..... | 21 |
| Work Rules, Establishment of..... | 4 |
| Appendix A – CSEA Pay Plan (2008 -2012) | |
| Appendix B – CSEA Position Classification | |
| Appendix C – Medical Plan Memorandum of Agreement | |

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**CITY CLERK OFFICE
AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of January, 2008, by and between the CITY OF LOCKPORT, a political subdivision of the state of New York (hereinafter refer to as the "City"), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified Union for the City of Lockport Employee Unit Local 832 (hereinafter referred to as the "Union").

**ARTICLE I
RECOGNITION**

The City of Lockport recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified Union for the City of Lockport Employee Unit Local 832 pursuant to the terms of the certification issued in April of 1984, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for all job titles listed in Appendix B, which is attached hereto and made a part of this Agreement.

1. All job titles similarly created in the future.
2. It is understood by the parties that the Confidential Secretary to the Mayor is exempt from the provisions of this contract.
3.
 - a. It is further understood the temporary employees whose employment is expected to exceed six (6) months, shall be covered by the terms and conditions of this Agreement.
 - b. Temporary employees whose tenure is expected to be less than six (6) months shall be exempt. In the event they surpass six (6) months continuous duty, the terms and conditions of this contract shall apply.

ARTICLE II
LEGISLATIVE REVIEW

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

ARTICLE III
THE ESTABLISHMENT OF WORK RULES

The City may establish and enforce binding rules and regulations in connection with its operation and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Prior to implementation of Work Rules, the Union shall have the opportunity to give input into any such proposed rules.

ARTICLE IV
UNION RIGHTS

A. Access to Employees

The City agrees to permit representative of the Union to enter City of Lockport property at any time for individual discussion of working conditions with bargaining unit employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, after obtaining permission from the Department Head.

The City agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to the bargaining unit employees during working hours. The City further agrees that it will not permit any other organization, or union, to hold meetings for the purpose of

discussing terms and conditions of employment, or be provided meeting space on property or premises owned or occupied by the City of Lockport, except for challenge periods.

B. Pledge Against Coercion

The Employer agrees not to interfere with the rights of Employees to become members of the Union. There will be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any Employee because of his/her Union membership or because of an Employee activity in an official capacity on behalf of the Union.

C. Bulletin Boards

The City shall provide exclusive bulletin board space in an accessible place in the following locations for the purpose of posting bulletins, notices and material issued by CSEA, which shall be signed by the designated official of CSEA, or its appropriate Local:

Municipal Building

Water Department

Department of Highways and Parks

Wastewater Treatment Plant

There shall be no bulletin board space reserved exclusively for this use of any other employee organization except employee organizations which have been certified or recognized as the representative for collective bargaining negotiations of other City employees at such locations. No such material shall be posted which is profane or obscene, or defamatory of the City or its representatives of which constitutes election campaign material for or against any person, organization or faction thereof.

ARTICLE V
EMPLOYEE ORGANIZATION LEAVE

With prior notification, members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc. shall have the right to leave, without charge to accumulated credits, for the conduct of Union business as follows:

- A. The President or his designee shall be granted twelve (12) days leave per year, without charge to accumulated credits, to conduct Unit, Local or regional business or to attend Board of Director's meetings.
- B. Up to two employees who are delegates to the CSEA annual convention shall be granted five (5) days total leave per year, without charge to accumulated credits, to attend the CSEA annual convention.
- C. Up to two employees that are elected or are appointed officials of Region 6 CSEA, shall be granted five (5) days total leave per year without charge to accumulated credits, to attend meetings and official functions, as called by the Regional President.
- D. The maximum number of organization leave days under the above provisions shall be twenty-two (22) days per year.

ARTICLE VI
DUES DEDUCTION

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and Union sponsored insurance and benefit programs for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210, on a payroll period basis. No other organization shall be afforded any payroll deduction privilege with regard to Union dues or Union sponsored insurance

and benefit programs for employees covered by this Agreement without express consent and written authorization of the Civil Service Employees Association, Inc.

The City agrees to submit to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, New York, 12210, each payroll period a list generated by CSEA, Inc., itemizing the deduction of each employee.

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

ARTICLE VII AGENCY SHOP

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc. the amount equivalent to the dues levied by the Civil Service Employees Association, Inc, 143 Washington Avenue, Albany New York 12210, on a payroll basis.

ARTICLE VIII INFORMATION

On the effective date of this Agreement, the City shall supply to the Unit a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, date of birth, work location, and first date of employment. Such information shall hereafter be provided to the Unit on a yearly basis.

The employer shall supply to the Unit on a per occurrence basis, the same information for all new employees and those who terminate their employment.

ARTICLE IX

LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee consisting of three (3) CSEA representatives and three (3) City representatives. In addition, the Labor Relations Specialists may attend.

The Committee shall meet on a monthly basis or as necessary to discuss problems of mutual concern. An agenda of items to be discussed will be exchanged at least seven (7) calendar days before such meetings.

The employee representatives shall suffer no loss of time and pay if the meeting occurs during their work hours.

ARTICLE X

SICK LEAVE

A. Statement of Purpose

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 as an excuse for leave of absence with pay, or for any other purpose.

Sick leave shall be construed only as insurance or a protection to the employee provided by the City 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 for the calendar year.

B. Sick Leave Accumulation

Each full-time employee shall be allowed to accumulate sick leave credits without a limit at the rate of one and one quarter (1 ¼) working days for each month

completed in service. Sick leave credits shall be computed from the first day of service provided, however, that no sick leave shall be authorized until the employee has completed six months continuous employment. These credits, together with any previous sick leave credits which would have been usable on that date shall become cumulative.

The unit of computation of sick leave time used shall not be less than one-half ($\frac{1}{2}$) day. Credits cannot be earned for any month in which an employee is absent without pay in excess of two days.

For the calculation of sick leave credits, the time recorded on the payroll at full rate of pay shall be considered as time "served" by the employee, provided, however, that sick leave credits shall not accumulate after an employee has been on sick leave for a continuous period exceeding one year, no after an employee is absent on Worker's Compensation disability for a continuous period exceeding one year.

C. Eligibility

1. Upon proper evidence of a bona fide illness, an employee shall be able to draw on his accumulated and unused sick leave credits.
2. In order to apply 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 a sickness or disability within thirty minutes of his scheduled starting time on each and every day of sickness or disability.
3. The Department Head may require a physician's certificate for any absence where the illness or disability is of long duration, a physician's certificate may be required for each seven (7) days of continuous absence. In any case, the Department Head may require an examination by the City Physician, and the Department Head shall arrange such an appointment. Whenever an employee has been on sick leave for thirty (30) successive days, the Department Head must require that the employee be examined by the City Physician before he returns to duty. The Department Head will arrange for the examination to be held within two (2) working days. 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.

4. Where an employee received compensation under the Worker's Compensation Law on account of disability, he shall receive sick leave with pay during the period of disability for which he received compensation. The compensation payments, to which such employee is entitled, shall be received directly by the City, and the employee shall be credited with sick leave credits equal to the pro-rata payments of compensation so received.

5. 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(s) shall not be charged against his accumulated sick leave credits.

6. The Department Head shall maintain records of accumulated sick leave credits for each employee and a record of the total sick leave granted to each employee.

D. 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:

1. Such employee shall receive one (1) week sick leave at $\frac{1}{2}$ pay for each year of consecutive service up to a maximum of 26 weeks at $\frac{1}{2}$ pay.
2. 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.
3. Any employee who utilized extended sick leave under this provision will earn the same benefits he/she would have earned while on regular sick leave.
4. Frequency of certification of illness shall be set forth in Sick Leave provisions of this contract.
5. An employee shall be eligible for extended sick leave on only ONE occasion during his/her career, and may apply for extended sick leave only after exhausting all other accruals.

6. No payment shall be made at retirement or at any other time for any unused earned extended sick leave.

E. Sick Leave Incentive

An employee shall earn additional Personal Days for limited use of sick days as follows:

1. Zero sick days used in calendar year:
3 additional Personal Days earned
2. One or two sick days used in calendar year:
2 additional Personal Days earned
3. Three sick days used in calendar year:
1 additional Personal Day earned

Such personal days utilized shall be charged against an employee's accumulated sick leave credits, but shall not be charged as sick days used for purposes of computing entitlement to additional day hereunder.

F. Family Illness

At the discretion of the Employer, sick leave days may be used for serious illness of a spouse, child, parent, grandchild or grandparent. The Employer shall not be unreasonable in approving such leave when requested by an employee. Such leave shall be charged against the sick leave accruals of the employee taking the leave described in this Section F.

G. Part-Time Employees

Any employee hired to work less than full-time (35 hours) per week shall be entitled to accrue this benefit in fractional proportion to full-time employees.

Article XI
Medical Benefits Plan

For purpose of this Agreement, the definition of the term 'active employee' shall include any employee who is on the payroll including, but not limited to, those employees on paid leave of absence. The definition of the term 'retiree' shall include any employee that from October 27, 2010 forward, retires from employment with the City of Lockport.

Hospital and Medical Care Benefits

The 'core' medical insurance plan shall be the POS 201/POS201 Plus with the \$5.00 Formulary RX coverage.

The City of Lockport agrees to pay the full cost of all referenced medical insurance benefits, as follows:

ACTIVE EMPLOYEES

The parties hereto agree that there shall be provided to each active employee, family or single medical insurance benefits fully paid by the City of Lockport. Active employees shall have a choice of the following medical plans as agreed upon jointly by the City of Lockport and bargaining unit CSEA as follows:

- Option One = POS 201 or POS 201 Plus with \$5.00 RX co-pay
- Option Two = POS 201 or POS 201 Plus with a \$7/\$15/\$35 RX co-pay
- Option Three = POS 203 or POS 203 Plus with HRA 105 Account
- Option Four = POS 204 or POS 204 Plus with HRA 105 Account

Benefit summaries for these plans are as outlined in attachments and are part of this Agreement.

The employee shall have the opportunity to switch options during the annual open enrollment period each year.

New Hires 201 \$7/\$15/\$35 203 and 204 Plan

Any new hire, hired after the ratification of this agreement will be required to enroll into the 201 \$7/\$15/\$35 203 or 204 plans and have that plan paid for in full by the City of Lockport. Upon completion of three consecutive years of service the employee will be eligible for any plan as listed in the Active Employees section of this Agreement.

RETIREES

All employees retiring under this agreement shall have the option of single, double or family medical coverage, paid for in full, by the City of Lockport. All City of Lockport retirees shall be entitled to membership in the City of Lockport Health Insurance Plan as outlined in this agreement or in a plan that offers equal to or better healthcare coverage benefits, at no cost to the retiree, for the life of the retiree. The right to health insurance in retirement is a vested right. The right becomes valid on the date of retirement.

The employees retiring under this Agreement shall have the opportunity to switch options during the annual open enrollment period each year. The open enrollment period shall be held during the month of October each year. In the event that the Union and the City agree to an alternate date for the open enrollment period, the City shall notify all retirees via U.S. mail at least ten (10) days prior to the alternate open enrollment period.

In addition, any employee that had previously opted out of the Medical Benefits program and received the lump-sum annual buy-out may at any time, opt to receive the Medical Benefits listed in this agreement.

All retired employees shall have the opportunity to switch options during the annual open enrollment period each year.

Retirees shall have the option of single, double or family medical coverage fully paid by the City of Lockport, as follows:

RETIREES LIVING WITHIN THE 8 COUNTIES OF WNY

NOT Medicare Eligible, Living within the 8 Counties of WNY

All employees, NOT Medicare eligible, retiring under this agreement and living within the 8 counties of WNY may enroll in the following BC/BS of WNY insurance plans:

- Option One POS 201 or 201 Plus with \$5 co-pay
- Option Two POS 201 or 201 Plus with \$7/\$15/\$35 RX
- Option Three POS 203 or 203 Plus with HRA 105 Account
- Option Four POS 204 or 204 Plus with HRA 105 Account

Medicare Eligible Living within the 8 Counties of WNY

All employees who retire under this agreement and the retirees spouse, who become Medicare eligible, living within the 8 counties of WNY may enroll in the BC/BS of WNY Medicare Advantage Plan PPO 799 \$5/\$5/\$5/\$5 with the City of Lockport reimbursing the retiree and their spouses Part B premium in full.

In the event that the retiree or their spouse has not become Medicare eligible, he or she shall remain enrolled in one of the current POS plans of their choosing at

a single rate until he or she becomes Medicare eligible, at which time the retiree or spouse will enroll in BC/BS of WNY Medicare Advantage Plan PPO 799 \$5/\$5/\$5/\$5, with the City of Lockport reimbursing the retiree and/or their spouses Part B premium in full.

When a retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the POS single plan of his/her choice. The spouse is not entitled to the HRA. However, if the spouse becomes Medicare eligible, before the retiree, and the spouse enrolls in the BC/BS of WNY Medicare Advantage Plan PPO 799 and the retiree goes into the POS single plan of his/her choice, the retiree shall be entitled to the difference between the core 201 \$5 plan and the single plan the retiree elects, in the form of an HRA.

If a retiree becomes Medicare eligible and has legal dependents, that retiree shall have the right to maintain BC/BS POS 201, 203, 204 family plan with a HRA until such time as the dependent(s) are no longer eligible for healthcare coverage under this Agreement, at which time the retiree will enroll in the BC/BS of WNY Medicare Advantage Plan PPO 799.

RETIREES LIVING OUTSIDE 8 COUNTIES of WNY

NOT Medicare Eligible, Living Outside the 8 Counties of WNY

All employees, not Medicare eligible, retiring under this agreement, living outside the 8 counties of WNY shall be enrolled in the BC/BS PPO 812 Plan.

Medicare Eligible Living Outside of 8 Counties of WNY

All employees who retire under this agreement and the retiree's spouse, who become Medicare eligible, living outside the 8 counties of WNY will enroll in the BC/BS of WNY 2009 Traditional Blue Medicare PPO 799 Out of Area Plan \$1/\$1/\$1/\$1 plan with the City of Lockport reimbursing the retiree and their spouses Part B premium in full.

If the retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the single BC/BS PPO 812 plan. If the spouse is Medicare eligible and the retiree is not Medicare eligible, then the retiree shall be enrolled in the single BC/BS PPO 812 plan.

If the employee retiring under this agreement becomes Medicare eligible and has legal dependants, the retiree will have the right to maintain BC/BS PPO 812 family plan until such time as the dependent(s) are no longer eligible for healthcare coverage under this agreement. At such time the retiree shall be enrolled in the BC/BS of WNY 2009 Traditional Blue Medicare PPO 799 Out of Area Plan.

The PPO 812 will be available only to those retired employees who reside in an area outside the 8 WNY Counties currently served by BC/BS POS plans listed above for more than 180 days in a calendar year.

Any retiree who chooses to relocate outside the 8 WNY Counties served by the POS plans any time during their retirement can opt into the PPO 812 National Plan.

Benefit summaries for these plans are as outlined in the attachments and are part of this agreement.

All retirees participating in the PPO 812 National Plan may be required to submit to the City of Lockport proof of their residency outside the POS Plan coverage area. Acceptable proof of residency will be any one of the following:

- * Valid driver's license
- * Utility bill showing the mailing address outside the POS Plan coverage area.
- * Rental agreement for a property located outside the POS Plan coverage area.

RETIREE BUYOUT OPTION

Any active employee who retires, from October 27, 2010 forward, who does not avail himself/herself of the coverage provided herein shall receive a lump-sum of \$1000 or the amount stated in the respective bargaining agreement contracts, if that amount is higher, by reason of such non-participation. Said sum shall be paid to such retired employee on the first payday in December, each year, and will be pro-rated if necessary.

Those individuals, who chose to receive the savings by virtue of their not participating in the medical insurance plan provided, may rejoin the plan during any open enrollment period, or upon the death of their spouse, or upon any qualifying life-changing event.

EMPLOYEE/RETIREE DEATH

The City shall allow the spouse of all employees, active and retired, to continue participation in the Medical Benefits Plan upon death of the employee/retiree at the surviving spouse's own expense.

OPEN ENROLLMENT

The City shall make written notification to the President and Vice President of each bargaining unit as listed above, ten (10) days prior to the open enrollment period, informing them of the open enrollment period. In addition, upon the request of a representative of any of the above referenced bargaining unit, the City of Lockport shall arrange for a representative(s) of Blue Cross/Blue Shield to make themselves available to all employees on City of Lockport property, during employee work hours for the purposes of explaining benefits to aid in selection of the employee's medical plan.

HRA 105 ACCOUNT

P & A Administrative Services, Inc. at the expense of the City of Lockport, shall administer the HRA 105 account and the existing Flexible Spending Account 125.

If an active employee or retiree dies and said employee/retiree has funds remaining in their HRA 105 account or their Flexible Spending Account 125, those funds shall be transferred over to the employee's surviving spouse and remain with the surviving spouse until and only until the surviving spouse exhausts the remaining funds in his/her HRA/FSA account. The City of Lockport has no right to any monies in the surviving spouse's HRA/FSA account. However, the City of Lockport will not be required to make any future contributions to the HRA after the employee's or retiree's death.

When the retiree becomes Medicare eligible and enrolls in the BC/BS of WNY PPO 799 Plans and the retiree's spouse is not Medicare eligible and is enrolled in a single POS healthcare plan, the spouse will not be eligible for the HRA. When the spouse is Medicare eligible and the retiree is not Medicare eligible the retiree shall be eligible for HRA under the guidelines of this agreement.

For those employees/retirees opting for the POS 203/203 Plus or the POS 204/204 Plus plans, the City shall contribute the equivalent of the difference between the annual premium of the 'core' POS 201 with \$5.00 RX plan and the annual amount of the premium of the chosen plan into the HRA 105 component. The HRA 105 contributions shall be made in a lump sum by the City to coincide with the initial start date of the agreed upon health plan and annually thereafter on the anniversary of the initial start date.

In addition, the City shall notify, in writing, the President and Vice-President of CSEA, the annual dollar amount of the City's HRA 105 contribution for each eligible POS Plan, ten (10) days prior to the initial open enrollment period and 10 days prior to the open enrollment period in all subsequent years, thereafter.

New hires will not have the right to an HRA 105 account until they complete three (3) years of consecutive service. Upon completion of three (3) consecutive years of service, the employee shall be eligible for the HRA 105 on a prorated basis.

Separation from Service

Should an employee separate from service, for any reason other than retirement, said employee shall be allowed to access any balance in his/her HRA account. The separated employee may be required, due to IRS rules and regulations, to lose use of the flex-card and be required to make an expenditure that then may be submitted for reimbursement.