

UNION AGREEMENT
CITY OF LOCKPORT DEPARTMENT HEAD ASSOCIATION

&

THE CITY OF LOCKPORT, NEW YORK

January 1, 2008 - December 31, 2012

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AGREEMENT

This Agreement, made and entered into this 31st day of May, ^{2011 JD}~~2010~~, by and between the City of Lockport, a political subdivision of the State of New York (hereinafter referred to as the "City"), and the "City of Lockport Department Head Association" (hereinafter referred to as the "Organization").

ARTICLE 1: RECOGNITION

The City of Lockport recognizes the City of Lockport Department Head Association, 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 below and made part of this Agreement.

Highway Parks and Refuse Superintendent

Director of Engineering

Chief Building Inspector

Director of Utilities

Director of Youth & Recreational Services

Director of Community Development

- A. All Department Heads employed on a permanent basis shall be covered by the terms and conditions of this agreement.

NOTE: It is recognized by the parties that should the City appoint a full-time Assessor in the future, this position will be made a part of this agreement.

- B. All Department heads employed on a temporary basis shall be exempt from coverage under this Agreement until they have completed six (6) months' continuous duty, at which time they shall commence being covered by the terms and conditions of this Agreement, and said coverage shall not be retroactive.

ARTICLE 2: ORGANIZATION RIGHTS

- A. Pledge Against Coercion

The City agrees not to interfere with the rights of Department Heads to become members of the Organization. There will be no discrimination, interference, restraint, or coercion by the City or any City Representative against any Department Head because of his/her Organization membership or because of any Department Head activity in an official capacity on behalf of the Organization or for any other cause.

ARTICLE 3: DEPARTMENT HEAD ORGANIZATION LEAVE

With prior notification, members of the bargaining unit who are elected or appointed officers or officials of the City Of Lockport Department Head Association, shall have the right to leave, without charge to accumulated credits, for the conduct of organization business as deemed necessary, not to exceed ten (10) days per year.

ARTICLE 4: DUES DEDUCTION

The City of Lockport Department Head Association shall have exclusive rights to payroll deduction of dues, Organization sponsored insurance and benefit programs, and any other payroll deduction benefits enjoyed by any of the other four City Bargaining Units, for Department Heads covered by this Agreement. Such dues and premiums shall be remitted to the Organization Treasurer on a payroll period basis. No other organization shall be afforded any payroll deduction privilege with regard to Organization dues or Organization sponsored insurance and benefit programs for employees covered by this Agreement without express written consent and authorization of the Organization.

The City agrees to submit said dues and premiums to the Organization, each payroll period, itemizing the deduction of each Department Head and any other payroll deduction.

The Organization shall indemnify and save the City harmless against any and all claims, demands, suites or 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 5: AGENCY SHOP

The City of Lockport Department Head Association, having been recognized or certified as the exclusive representative of the Department Heads 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 City of Lockport Department Head Association, the amount equivalent to the dues levied by the Organization.

ARTICLE 6: LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee consisting of three (3) Organization Officers and three (3) City Representatives. The Mayor may also attend at his option. The configuration of such committee and attendance at any meeting may be subject to change by mutual agreement of the parties.

The Committee shall meet 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, or as soon is otherwise practicable.

The Organization representatives shall suffer no loss of time and pay if the meeting occurs during their work hours, and shall be entitled to no overtime or other compensation if the meeting occurs outside their work hours.

ARTICLE 7: LENGTH OF CONTRACT

Duration: Either party shall have the ability to open negotiations for a successor agreement by notifying the Mayor or President of the Organization. A mutually acceptable meeting date shall be set forth as soon as practicable following such request.

Duration: The term of the Agreement shall be from January 1, 2008 until and through December 31, 2012.

ARTICLE 8: WORK SCHEDULE

The scheduled work-week shall consist of thirty-five (35) hours for all Department Heads (except the Superintendent of Highway, Parks and Refuse and the Director of Youth & Recreation Services who shall work a forty (40) hour work week that shall conform to that of their respective departments), from 8:30 AM through 4:30 PM, Monday through Friday, with one-hour lunch. Deviation from said schedule shall be permitted only upon written Mayoral approval. Department Heads shall be required to sign in and out when arriving at or departing from the Municipal Building or the respective work place, utilizing a computer program provided by the city.

ARTICLE 9: EDUCATION

The City of Lockport agrees to pay the tuition of any college or university level course of study at a New York State institution of higher learning, which the Department Head would like to undertake, subject to these conditions:

- A. The subject matter is relevant to their field of responsibility;
- B. The course is approved in advance by the Ways & Means Committee and the Mayor, subject to funds being available in applicable budgets.
- C. The City of Lockport shall pay 100% of the cost of the course for grade C or above, or a passing grade in a "pass/fail" course. For Grades of below C (D or F) or a failing grade the Department Head shall be solely responsible for the cost.

ARTICLE 10: OVERTIME

Department Heads shall, beginning January 1, 2010, receive an in-lieu of overtime stipend equal to 4.5% of their base. Said stipend will be paid bi-weekly.

ARTICLE 11: SICK LEAVE

A. Statement of Purpose

Sick Leave is hereby defined as leave of absence from duty, with pay, granted to a Department Head by reason of such Department Head's own sickness or disability.

Sick leave shall be construed only as insurance or a protection to the Department Head provided by the City against the Department Head's loss of income due to legitimate sickness or disability provided that such Department Head 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 Department Head shall be allowed to accumulate sick leave credits without a limit at the rate of one-and-one-quarter ($1 \frac{1}{4}$) 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 Department Head has completed six months of 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 ($1/2$) day. Credits cannot be earned for any month in which a Department Head is absent without pay in excess of two days. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time "served" by the Department Head, provided, however, that sick leave credits shall not accumulate after a Department Head has been on sick leave for a continuous period exceeding one year, nor after a Department Head is absent on Workman's Compensation disability for a continuous period exceeding one year.

C. Eligibility

- (1) Upon proper evidence of a bona fied illness, the Department Head shall be able to draw on his accumulated and unused sick leave credits.
- (2) Family illness: Serious illness of a member of the family, including Husband, Wife, Father, Mother, Son, Daughter, or any one who has acted in such capacity; corresponding in-laws; or, a more distant relative if a member of the Department Head's household shall be limited to five (5) days in any year unless approved by the Mayor.
- (3) Paternity: Limited to three (3) days in any one instance.
- (4) In order to apply for sick leave, proof of disability must be provided by the Department Head satisfactory to the Mayor. The Department Head, or his agent, must report such sickness or disability within thirty (30) minutes of his scheduled starting time for each day of sickness or disability.

- (5) The Mayor 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 Mayor may require an examination by the City Physician, and the Mayor shall arrange such an appointment. Whenever a Department Head has been on sick leave for thirty (30) successive days, the Mayor must require that the Department Head be examined by the City Physician before he returns to duty. In any case the Mayor may require an examination by the City Physician or other acceptable evidence that the illness is bona fied.
- (6) Where a Department Head received compensation under the Workman'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 Department Head is entitled, shall be received directly by the City, and the Department Head shall be credited with sick leave credits equal to the pro-rata payments of compensation so received. All floating holidays, personal days, vacation days and sick leave days reimbursed to a Department Head while off on Workman's Compensation shall be returned to the Department Head as sick leave days.
- (7) Whenever a Department Head shall be absent on sick leave and the period for which he/she is absent includes a day or days upon which such Department Head was not scheduled to work, such day(s) shall not be charged against his accumulated sick leave credits.
- (8) The Department Head shall maintain records of his accumulated sick leave credits which shall be submitted to the Civil Service Office as requested by the City.
- (9) No benefit other than health insurance shall be accrued or maintained on behalf of any Department Head after one year on sick leave or extended sick leave.

D. Extended Sick Leave

A Department Head 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 Department Head 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 Department Head who utilizes extended sick leave under this provision will earn the same benefits he would have earned on regular sick leave.
- (4) Frequency of certification of illness shall be as set forth in the foregoing sick leave provision.

- (5) A Department Head 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.
- (6) No payment shall be made at retirement or at any other time for any unused earned extended sick leave.

E. Sick Leave Incentive

A Department Head 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 Personal Days earned
- (3) Three or four sick days used in calendar year – 1 Personal Day earned

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

ARTICLE 12: HOSPITAL AND MEDICAL CARE BENEFITS

- A. The parties hereto agree that there will be provided to each active employee, family or single medical insurance benefits fully paid by the City of Lockport, or payment in an amount equivalent to the cost of said plan toward alternate coverage of the Department Head's choice. The "core" medical insurance plan will be the POS 201 with the \$5.00 Formulary RX coverage. For those employees opting for the POS 203/203 Plus or the POS 204/204 Plus plan, the City will contribute the equivalent of the difference between the premium of the "core" POS 201 plan and the premium of the chosen plan into the HRA 105 account. The HRA 105 contributions will be made by the City to coincide with the initial start date of the agreed upon health plan.

In addition, the City will notify the City of Lockport Department Head Association President and Vice-President of the dollar amount of the City HRA 105 contribution 10 days prior to the initial open enrollment period and 10 days prior to the open enrollment period in all subsequent years thereafter.

Active employees will have a choice of the following medical plans as agreed upon jointly by all City of Lockport collective bargaining units:

- Option One – POS 201 or POS 201 Plus with \$5.00 RX co-pay
- Option Two – POS 201 or POS 201 Plus with \$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

Benefits for these plans are as outlined in the attachments.

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

- B. The City agrees to pay the full cost of the hospital and medical care benefits for all Department Heads.
- C. A Department Head who does not avail himself of the coverage provided herein shall receive the sum of \$2,000.00 annually by his or her non-participation.
- D. The City will permit any employee who is a member of the Hospital and Medical Care Plan provided herein at the time of their retirement to retain their membership in said medical plans, as follows, with the City paying the full cost thereof, or an amount equivalent to what the City would pay for such coverage (upon proper submission of an invoice), toward alternate coverage of the Department Head's choice

Any City Department Head employed as of January 17, 2001, shall be entitled to lifetime health insurance. City Department Heads not employed on such date shall be entitled to lifetime health insurance benefits upon completion of ten (10) years of service to the city.

- Option One PPO 812 National (must be under Age 65 living outside 8 Counties of WNY)
- Option Two - POS 201 or 201 Plus with \$5.00 RX co-pay
- Option Three - POS 203 or 203 Plus with HRA 105 Account
- Option Four - POS 204 or 204 Plus with HRA 105 Account
- Option Five - PPO 799 (upon reaching age 65 or otherwise eligible for Medicare)
- Option Six -PPO 799 Out-of-Area (upon reaching age 65 or otherwise becoming eligible for Medicare and living outside 8 counties of WNY)

Benefits for these plans are as outlined in the attachments.

Any retired employee who does not avail himself/herself of the coverage provided herein shall receive a lump sum of \$2,000 by reason or non-participation beginning with the year 2008. Said sum shall be paid to such retired employee on the first payday in December, 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 at any time or upon the death of their spouse, or upon any qualifying life-changing event.

The City will allow the spouses of all employees, active and retired, to continue participation in the Hospital and Medical Care plan upon the death of the employee/retiree at the surviving spouse's own expense.

ARTICLE 13: RETIREMENT PLAN

A. Department Heads are eligible for Retirement plan 75i and the City shall adopt Section 41-j (RSSL) for all employees covered by this agreement.

B. Sick Leave Conversion

Upon retirement from active service, unused sick leave time will be paid in a lump sum commensurate with the Department Head's regular normal rate of pay at the rate of 50%. The Department Heads shall have the option of taking his entire entitlement immediately upon retirement or may elect to receive such entitlement in equal installments over three (3) years. Such entitlement shall be vested to the retiree, and in the event of death of such Department Head, any remaining entitlement shall be paid over as provided herein to the estate of such Department Head.

ARTICLE 14: HOLIDAYS

A. Designated holidays shall be as follows:

½ day before New Year's Day, New Year's Day,
Lincoln's Birthday, Washington's Birthday,
Good Friday, Memorial Day, Independence Day, Labor Day,
Columbus Day, Election Day, Veteran's Day
Thanksgiving Day, Friday immediately following Thanksgiving Day
½ day before Christmas Day, Christmas Day

B. Those holidays recognized in Section A above that have federally designated celebration dates, will be observed on those dates. Additionally, the observance of Lincoln's Birthday shall be the Monday preceding the federally designated celebration date of Washington's Birthday. Such other holidays as provided in Section A above shall be observed on the traditionally observed day.

A Department Head required to work on such holidays be compensated by receiving time off that is equivalent to one and one-half (1 & ½) days compensatory time subject to the Mayor's approval or money equivalent to time and one-half of his salary.

ARTICLE 15: VACATIONS

A. The City agrees that the Department Head shall be eligible for vacation as follows:

- (1) Ten days after completion of one (1) year continuous employment;
- (2) Fifteen days after completion of five (5) years continuous employment;
- (3) Seventeen days after completion of ten (10) years continuous employment;
- (4) Twenty days after completion of fifteen (15) years continuous employment;

- (5) Twenty-two days after completion of twenty (20) years continuous employment;
- (6) Twenty-five days after completion of twenty-five (25) years continuous employment;
- (7) Thirty days after the completion of thirty (30) years continuous employment.

B. Vacation entitlement is based on the anniversary date of employment of an employee.

C. Vacation shall not be accumulated from one calendar year to the next. Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time. It is understood that vacation is earned in one year based on anniversary date, and taken in the following year.

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

E. When a Department Head earns a minimum of fifteen vacation days in a year, the Department Head 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 Department Head gives notice of such election, in writing no later than September 1st of the preceding year. Such notice is necessary for the City to budget the allocation.

ARTICLE 16: PERSONAL DAYS

Each Department Head shall be entitled to three (3) personal days per calendar year, which days shall not accumulate from year to year.

ARTICLE 17: BEREAVEMENT LEAVE

A. A maximum leave of four (4) business days, following day of death, without loss of pay, accumulated sick leave, vacation or other benefits, on account a death in the Department Head's immediate family. Such leave may require satisfactory evidence of such death and shall be subject to the discretion of the Mayor which discretion shall not be unreasonably withheld. The immediate family shall include spouse, child, parent, sibling and grandparent or person occupying the position of a parent of Department Head.

B. Other Relatives.

Each Department Head shall be granted a maximum leave of three (3) business days, subject to the requirement of paragraph A. herein on account of the death of a mother- or father-in-law, brother- or sister-in-law, and son- or daughter-in-law or person occupying the position of parent of the Department Head's spouse.

C. Memorial Service.

In the event the Memorial Service is not held within the above time parameters, a Department Head shall be entitled to one (1) day to attend same.

- D. Any additional days must be approved by the Mayor and deducted from accumulated sick time.

ARTICLE 18: JURY DUTY LEAVE

The only paid time off will be given to Department Heads who are called for Jury Duty. Fees received for Juror Duty shall be remanded to the City (except for mileage reimbursement.)

Proof of Jury summons must be submitted to the Mayor.

No Department head will be given time off for private legal matters unless the Department Head has sufficient accruals to cover the period in question.

ARTICLE 19: LEAVES OF ABSENCE

Leave of Absence shall be granted as follows:

A. Leaves of Absence with Pay:

Leaves of absence with pay shall be granted where required by law.

B. Leave of Absence without Pay:

- (1) Child rearing leave. An unpaid leave-of-absence shall be granted upon application of a Department Head and shall be granted such unpaid leave subsequent to birth or adoption of a child for up to ten (10) months. In addition, a Department Head having given birth shall be allowed to utilize up to six (6) weeks of accumulated sick time. Such Department Head who has been medically certified as being sick shall not be limited to six weeks, but shall fall under the conditions as outlined under "Sick Leave." The Mayor, at his sole discretion, may extend such unpaid leave up to an additional six (6) months.
- (2) Such Department Head may apply to the Mayor for unpaid leaves of absence not to exceed one (1) year; such leaves shall be at the discretion of the Mayor, which discretion shall not be unreasonably withheld.
- (3) Department Heads on unpaid leave-of-absence shall not be afforded any employee benefits. Such Department Heads may opt to continue medical insurance coverage of his or her own expense, unless such leave is taken in accordance with the Family and Medical Leave Act, under which such medical benefits as qualify under said Act shall apply for that portion of leave taken in accordance with the Family and Medical Leave Act. In addition, all accrued benefits and seniority shall be "frozen" and on the Department Head's return to work, or termination from employment with the City, such accruals shall be pro-rated, including vacation, longevity and other such employee benefits.

C. Leave for Civil Service Exams.

A Department Head shall be given time off with pay where it is required that he/she take a Civil Service exam as a requirement to keep his/her job.

ARTICLE 20: TRAVEL POLICY

A Department Head required to use his/her own vehicle for City business, shall be reimbursed at the rate set by the Common Council, as set forth in the City's travel policy, which shall be adhered to in all aspects. Any use of personal vehicle for City business must receive prior approval of the Mayor.

ARTICLE 21: PERSONNEL FILE

- A. For the purpose of this Article, there shall be one official Personnel History Folder maintained for a Department Head in the Civil Service Office.
- B. The Personnel History Folder shall contain copies of all personnel transactions and official correspondence with the Department Head.
- C. Department Heads shall be subject to an annual evaluation by the Mayor. A copy of that document related to the Department Head's work performance placed in a Department Head's Personnel History Folder shall be sent to the Department Head at the time of such placement.

In addition, effective ninety (90) days from the execution of this Agreement, a Department Head may be given the opportunity to acknowledge receipt of a counseling memorandum by signing it prior to its placement in his or her Personnel History Folder. Where a Department Head's signature is not obtained, such memorandum shall be sent to the Department Head at the Department Head's address of record by Certified Mail.

- D. Upon a grievance determination that the content of a formal written counseling memorandum, issued after the effective date of this Agreement, is substantially inaccurate, such memorandum shall either be modified or withdrawn. Grievances alleging that the contents of a counseling memorandum are substantially inaccurate, shall be processed up to Step 3 of the grievance procedure, but shall not be subject to arbitration.
- E. A Department Head shall have the opportunity to review his or her Personnel History Folder in the presence of an appropriate official of the City, and, at his or her option, his or her Organization Representative upon three (3) working days notice; provided however, that where the Department Head's Personnel History Folder is kept at a location other than the Department Head's place of work, five (5) working days notice shall be required, and to place in such file a response of reasonable length to anything contained therein which such Department Head deems to be adverse, provided, however, a Department Head may not review letters of reference obtained in connection with his or her initial and subsequent employment.

ARTICLE 22: GRIEVANCE PROCEDURE

A. Intent

The primary intent of this procedure is the orderly resolution of any disagreement or conflict between a Department Head or the Organization and the City of Lockport. The Department Head shall be entitled to representation by the Organization at any and all stages of this procedure.

Organization representatives, limited to no more than two officers and the grievant, shall be granted reasonable and necessary leave with pay for the investigation of claimed grievances and processing of grievances pursuant to this Article.

B. Grievance Defined

A grievance shall be defined as any claimed violation, misapplication or misinterpretation of any term of this Agreement, and/or condition of employment.

C. Grievant Defined

The Grievant is any Department Head within the bargaining unit on behalf of himself or herself and/or others similarly situated, or the Organization, who shall have the right to file a grievance.

D. Grievance Procedure

Step 1: Within fifteen (15) calendar days of the date on which the act or omission actually occurred or when the Department Head or Organization became aware of the act or omission, a written grievance shall be submitted by the grievant to the Mayor, or in his or her absence, to the President of the Common Council or Acting Mayor. The Mayor, or his or her Agent, shall be allowed up to fifteen (15) calendar days to respond in writing.

Step 2: In the event a grievance remains unresolved after Step 1, the Organization, within fifteen (15) days of receipt of the denial of the grievance, shall have the right to request a determination by the Ways & Means Committee. The Ways & Means Committee shall render a recommendation to the Mayor within fifteen (15) days of the receipt of the grievance, and the final decision on said Step 2 grievance shall be that of the Mayor's. Should the City fail to respond to either Step One or Step Two within the defined time period, said grievance shall be deemed denied. All answers to grievance Step One and Step Two shall contain reasons for denial.

Step 3: Final and Binding Arbitration

Within ten (10) calendar days of receipt of the Step 2 determination, the grievant shall have the right to file a written notice of intent to arbitrate. The decision of the Arbitrator shall be final and binding subject only to limited court review as may be available for such determination.

The Public Employment Relations Board shall be the Administrative Agency for arbitration. If arbitration is required, only one arbitrator shall be selected to hear and determine the case and such decision shall be final and binding on both parties. The Arbitrator's fee and expense shall be borne equally by the parties, and no transcript of the proceeding shall be required. In the event either party requires a transcript, the cost of the same shall be borne by such party and a copy of the transcript provided at no cost to the other party.

E. Extension of Time

By mutual agreement in writing, any time limit as expressed herein may be extended for good reason.

ARTICLE 23: REDUCTION IN FORCE

If there is a reduction in force, elimination of a Department or Department Head position, the Department Head, who is eligible to retire and actually retires, will be given the same medical insurance benefits as though he/she has reached retirement age and retired to the New York State Retirement System. Such benefits shall be provided upon said employee actually retiring to the New York State Retirement System.

ARTICLE 24: SAFETY

The City shall provide such protective or occupational clothing and equipment as is deemed necessary by regulating agencies or the City.

ARTICLE 25: EQUAL OPPORTUNITY

The City of Lockport and the City of Lockport Department Head Association realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the City and the Organization to assure an equal opportunity in employment regardless of race, color, religion, sex, age, or national origin.

ARTICLE 26: LONGEVITY

A. Department Heads hired prior to March 7, 2001 shall be afforded the same longevity increments by the following years of service, based upon total cumulative City employment:

(1)	Completion of 1 through 4 years of service	\$ 400.00
(2)	Completion of 5 through 9 years of service	500.00
(3)	Completion of 10 through 14 years of service	650.00
(4)	Completion of 15 through 19 years of service	800.00
(5)	Completion of 20 through 24 years of service	950.00
(6)	Completion of 25 through 29 years of service	1,100.00
(7)	Completion of thirty (30) or more years	1,250.00

B. Department Heads hired after March 7, 2001 shall receive longevity increments by the following years of service, based upon total accumulative City employment:

(1)	Completion of 5 or more years of service	\$ 450.00
(2)	Completion of 10 or more years of service	600.00
(3)	Completion of 15 or more years of service	750.00
(4)	Completion of 20 or more years of service	900.00
(5)	Completion of 25 or more years of service	1,050.00
(6)	Completion of 30 or more years of service	1,200.00

A Department Head who shall become eligible after January 1, 2001 for a longevity payment shall receive the same in a lump sum on completion of the first payroll period following their anniversary date of continuous employment.

No Department Head will be eligible to receive more than one (1) longevity payment in any one calendar year.

C. Those Department Heads who are eligible for longevity payment on January 1st shall receive their longevity payment in a lump sum. Only continuous service as a City employee shall qualify for longevity pay, and any break in service (other than leave allowed per CBA) shall constitute a break in continuous service.

ARTICLE 27: DENTAL/MEDICAL VISITS

At the discretion of the Mayor, Department Heads will be allowed occasional medical or dental visits without loss of pay, sick leave, vacation or other leave benefits except that each such absence in excess of two (2) hours shall be charged to earned sick leave in one-half (1/2) day units. Half-day units of sick leave for medical visits shall not apply against the sick leave incentive program. Department Heads shall, upon request, provide documentation to verify such medical/dental visits.

ARTICLE 28: CLOTHING ALLOWANCE

None.

ARTICLE 29: MISCELLANEOUS

Any City employee promoted to the position of Department Head shall have for the purposes of determining hiring date, his/her original date of hire as long as there is no break in service.

The parties agree to declare the settlement agreement in case NO. CP-832 null and void.