AGREEMENT

BY AND BETWEEN

THE CITY OF ITHACA

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

CSEA
CITY OF ITHACA D.P.W. UNIT
TOMPKINS COUNTY LOCAL 855

January 1, 2021

To

December 31, 2025
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ARTICLE I

PREAMBLE

1. The City of Ithaca, New York, and the Civil Service Employees Association Inc., City of Ithaca D.P.W. Unit 8901 of the Tompkins County Local 855, representing 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 Ithaca, hereinafter referred to as the City, to eliminate as far as possible, political consideration from hiring policy and to promote the well-being and security of employees.

2. It is the intent and purpose of the parties herein that this Agreement covering rates of pay, hours of work and conditions of employment will promote and establish a basis for securing cooperation, harmony and good will between the City, its employees, the Union and its members.

ARTICLE II

RECOGNITION

1. During the term of this Agreement, and for the maximum period permitted under Section 208C of the New York State Civil Service Law, the City of Ithaca recognizes the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, City of Ithaca D.P.W. Unit 8901 of the Tompkins County Local 855 as the sole and exclusive representative of all hourly-rated employees of the Department of Public Works of the City of Ithaca as well as hourly-rated DPW unit members working in any City department, through the grade of Working Supervisor, exclusive of seasonal and all other employees.

2. In the event new title(s) are proposed by the City, the titles will be made available, upon their approval by the Common Council, to the C.S.E.A.

3. The City shall deduct from the salaries and wages of employees and remit to the C.S.E.A., 143 Washington Avenue, Albany, New York 12210, all regular membership dues and insurance premiums for those employees who sign an authorization permitting such payroll deductions. The Union shall have exclusive rights to such deductions.

4. The City shall provide to the C.S.E.A. a listing of all employees in the D.P.W. Unit with name, work location and date of hire. Each quarter and thereafter the list will be updated.
ARTICLE III

POLICY AND PURPOSES

1. This Agreement is entered into and shall be administered under and interpreted pursuant to Article 14 of the Civil Service Law of the State of New York (commonly known as the Public Employees' Fair Employment Act), the rules and regulations of the Public Employment Relations Board of the State of New York, the Civil Service Law of the State of New York and the local laws, ordinances, rules and regulations of the City of Ithaca and the amendments thereto or substitution therefore, and all other applicable statutes, laws, ordinances, rules and regulations of the State of New York, as the same are applicable hereto.

2. It is understood that, as mandated by Article 14 of the Civil Service Law of the State of New York, there shall be no strike, sit down, or work stoppage during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist, or encourage any such action.

3. This Agreement shall be effective January 1, 2015 and terminate on December 31, 2020. However, should negotiations for a new Agreement extend beyond the expiration date of this Agreement, then and in that event, the terms and conditions of this Agreement shall be continued in full force and effect until a new Agreement between the parties hereto is entered into.

ARTICLE IV

MANAGEMENT RIGHTS

1. The D.P.W. Unit recognizes the right of the City Council and the Department Heads to reorganize departments and services in the interest of improved or more efficient services to City residents provided such changes shall not be in violation of any other section of this Agreement or Law.

2. It is agreed that the employer retains the right to direct employees, to hire, promote, transfer, discipline subject to law and terms and conditions of this Agreement, to maintain the efficiency of operations entrusted to the employer, to determine the methods, means, process and personnel by which said operations are to be conducted, and to take whatever action is necessary to carry out the mission of the department provided that such rights shall not be in violation of any section of this Agreement or mandatory sections of Law.
ARTICLE V

RECIPIROCAL ORGANIZATION RIGHTS

1. The City shall so administer its obligations under this Agreement in a manner which would be fair and impartial to all employees and shall not discriminate against any employee for reason of sex, national origin, race, creed, color, age or marital status.

2. The Department will provide a bulletin board of reasonable size at the Water and Sewer facility, Streets and Facilities building, City Hall, Cass Park, Seneca garage, Dryden Road garage, Ithaca Police Department and GIAC locations where bargaining unit members are employed for the exclusive use of the Union.

3. The President, or his or her designee, the CSEA representative, and the five (5) officers of the Union shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement. The Union shall be granted up to 240 cumulative hours of paid leave per year for the purpose of conducting Union business.

4. The designated representatives appearing on behalf of employees at each step of the grievance procedure shall not exceed one (1) representative per grievance unless this requirement is waived by agreement of both parties.

5. The C.S.E.A. Field Representative and agents of the C.S.E.A. shall notify the Administrative Head of the facility on arrival of their presence and the reason of said visit.

6. The Union agrees that it and its members will restrict the amount of necessary Union activity conducted on City time to the lowest possible minimum and agrees to use everything in its power to prevent abuses of City time for Union activity as defined in this section, and to counsel its members when necessary for any abuse of this privilege.

7. The D.P.W. Unit will promptly advise the Director of Human Resources in writing of all its officials and representatives of any change.

8. An employee who is elected as a member of the C.S.E.A. Board of Directors shall be granted twelve (12) days leave per year to attend designated meetings. The employee will provide as much advance notice as possible so as not to interfere with the efficiency of City operations. The City will be reimbursed for all costs to the City for wages, salaries, fringe benefits, and required statutory deductions in advance of such leave.

9. The City will grant employees who are elected as delegates to attend the C.S.E.A. annual convention, with time to be charged to accrued leave provisions.
10. An employee who is elected President of the Tompkins County CSEA Local 855 shall be granted five (5) hours leave per month for the purpose of conducting union business.

ARTICLE VI

LABOR/MANAGEMENT RELATIONS

1. Negotiations

All negotiations with respect to wages and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the City during regular working hours or may be scheduled outside regular working hours upon mutual agreement of both parties. The Union Negotiating Committee shall consist of five (5) City employees. The Union and City may bring advisors, as deemed necessary and at their own expense, to the meetings. In no event shall the City be required to pay overtime for employees who are involved in negotiating or conducting Union business.

2. Job Re-allocation

a. During the term of the contract, the City or the Union may request Re-allocation of an existing job title on the basis that there has been or will be an increase in job duties, provided that the City shall not be required under this section to review any job title more frequently than once in every five years. If the job title review discloses an overall increase in job duties and a re-allocation is warranted, the City shall make an appropriate adjustment in the compensation, pursuant to Article IX, Section 2C. The adjustment to compensation shall be effective as of the date of the request of re-allocation.

b. This section is not intended to prevent employees or the Union from seeking a re-allocation. It is intended to specify the minimum response that the City may give to such a request. If an individual wishes to request re-allocation, the individual should submit a request to the Director of Human Resources, with a copy to the Union President, with what the employee believes to be sufficient justification for such re-allocation. This section is not intended to limit the employee’s rights to request a reclassification under Civil Service Law. This section is subject to the grievance procedure.

c. Any request for re-allocation will be answered within 90 days unless a delay is mutually agreed upon by the City and the Union.
3. **Standing Labor-Management Committee**

   a. A Committee composed of the CSEA representative, three (3) members of the Union and three (3) representatives from the City Administration shall be formed to discuss mutual concerns of the parties. The Committee shall meet not later than ten (10) days following a written request by the chairperson of either side, accompanied by a proposed agenda, made to the chairperson of the other side. Any positive results of such labor/management discussions may be made effective through the signing of a Memorandum of Understanding by the duly authorized representatives of both parties and by amendment of applicable rules and regulations or by other administrative directives as required.

   b. No reprisals shall be taken by either side against any individuals for statements made at such meetings.

**ARTICLE VII**

**COMPENSATION**

1. a. The unit compensation plan is attached as Appendix B. For the years 2024 and 2025, Appendix B reflects a 3% wage adjustment for those years.

   Additionally, in recognition of the risk and hardships of fulfilling the employees' varied employment obligations throughout the COVID-19 pandemic, the City shall, within forty-five (45) days of the execution of this Agreement, make a one-time payment of $2,250.00 to each employee in the bargaining unit as of September 30, 2022.

   Salary increases for the calendar year 2022 shall be retroactive to 1/1/22. Retroactive payments will reflect step movement at the 2022 hourly rate set forth in Appendix B for the employees' 2022 anniversary dates. For example, a Grade [X], Position [X] at Step 2 on 1/1/22 with an anniversary date of 2/28/22 will receive a retroactive payment at the Step 2 hourly rate from 1/1/22 to their anniversary date of 2/28/22, then upon moving to Step 3, a retroactive payment from that date to 12/31/22 at the Step 3 hourly rate.

   Salary increases for the calendar year 2023 shall be retroactive to 1/1/23. Retroactive payments will reflect step movement at the 2023 hourly rate set forth in Appendix B for the employees' 2023 anniversary dates. See the above example.

   b. The salaries and wages of employees shall be paid weekly by direct deposit; provided, however, that the City shall have the right to change the payment frequency to bi-weekly upon thirty days' notice.
Except for bargaining unit members that do not, as of the date of full tentative agreement reached between the parties, participate in a direct payroll deposit plan, effective 1/1/17 all bargaining unit members shall be required to participate in a direct payroll deposit plan. Direct deposits shall be made to the bank or financial institution of the employee's choice, and will be credited to said bank no later than a check would have been available for that pay period. Pay stubs showing the amount deposited as well as the appropriate withholdings breakdown shall be provided electronically, at the City's option on or after 1/1/17. The above-exempted employees are identified by name in a companion Memorandum of Understanding and no other current or future bargaining unit members may be exempted from the direct payroll deposit plan requirement.

2. **Longevity:** All employees shall be eligible for an annual longevity payment, as listed below:

   - 10-14 years $650.00 annual payment
   - 15-19 years $900.00 annual payment
   - 20+ $1150.00 annual payment

Fifty percent of the annual payment, as listed above, shall be made the first week in July for employees on the payroll on June 30th and the last week in December for employees on the payroll through December 31st.

Employees separated from employment shall not be eligible. Employees on an unpaid leave of absence will be eligible for payment upon their return to the payroll.

3. **Compensation Plan**

   a. The compensation plan is attached as Appendix B of this Agreement.

   b. All new employees shall be hired at the minimum step of the compensation plan for his/her job title.

   c. All employees who are not at the maximum step of the compensation plan shall move one step on the compensation plan annually on the employee's anniversary date in the employee's current job title, until the employee reaches the maximum step for his/her job title.

   d. Once an employee reaches the maximum step for his/her job title, step movement shall cease.
4. **Part-Time Employees**

All employees who work nineteen (19) or more hours per week shall receive the benefits of this Agreement, including leave time accumulated, on a pro rata basis; provided, however, that health insurance coverage for said employees shall be provided on a full-time basis.

**ARTICLE VIII**

**HOURS OF DAY AND WORK WEEK**

The present rules of the Board of Public Works and the Code of the City of Ithaca shall govern the number of hours per day which an employee will be required to work and the number of hours per week the employee shall be required to work.

1. The standard workweek shall be forty (40) hours for all employees covered by this Agreement.

2. All time worked by any employee in excess of forty (40) hours per week shall be compensated at the rate of time and one-half, in the form of cash or compensatory time, at the employee’s discretion.

Employees may accumulate a maximum of 240 hours annually of compensatory time. All accumulated and unused compensatory time as of December 31 of any calendar year will be paid to employees (or their estate) at the rate earned no later than January 31st of the following year (ex: 110 hours unused compensation time as of December 31, 2007 shall be paid to the employee by January 31, 2008 at the 2007 hourly rate). Requests for use of accumulated compensatory time must be submitted at least twenty-four hours in advance.

3. In computing overtime, the use of any paid leave (vacation, sick, personal, compensatory time, etc.), shall be considered as time worked.

4. The City may not reschedule the workweek, hours, or shifts of employees in order to avoid the payment of overtime.

5. a. Employees called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours per day at time and one-half. Employees called in to work on a holiday shall be granted a minimum of four (4) hours/day at double time.

b. Employees scheduled to work overtime that is not contiguous with their normal work day shall receive at least four (4) hours pay at the rate of time and one-half. At the department head’s discretion, the employee may be required to work the four (4) hours once the employee comes in to work.
c. Scheduled overtime hours that are contiguous with the normal work shift shall be at time and one half rate for the hours worked outside the normal work shift with no minimum amount. Employees must have forty (40) hours credited at their regular rate during the week before receiving overtime.

d. Employees called for unscheduled work outside their regular work shift shall be guaranteed a minimum of four (4) hours at time and one half rate except as follows:

1. No minimum payment to be made for hours after the normal shift (i.e. if an employee is asked to stay beyond their regularly assigned work shift the employer is not required to guarantee an amount of hours. The employee shall be paid for whatever he/she works.)

2. Reporting 0-2 hours before shift start receives two-hour minimum.

3. Reporting prior to two hours of shift start receives four-hour minimum.

6. All sanitation workers shall be guaranteed forty (40) hours per week plus time and one-half for all Saturdays, and double time for scheduled holidays.

7. The Superintendent of Public Works may establish workweeks consisting of ten hour days, four days per week, for construction crews. Such crews shall be paid at the normal rate of pay. Employee participation in such a work schedule shall be voluntary.

8. A shift differential of one dollar and fifteen cents ($1.15) per hour will be paid for all hours actually worked by an employee between the hours of 3:30 p.m. and 7:00 a.m.

A shift differential of one dollar and fifteen cents ($1.15) per hour will be paid for all hours actually worked by an employee between the hours of 7:00 a.m. and 3:30 p.m. on Saturday and/or Sunday, if the Saturday and/or Sunday shift assignment is less than six months in duration. If the employee’s permanent shift includes Saturday and/or Sunday work as part of the regular workweek, no differential shall apply.

Established schedule and permanent shift refer to the work schedule the employee was hired, promoted, or permanently transferred to do.

For employees who regularly receive shift differential pay for all or portions of their permanent shifts, the use of paid leave time (vacation, sick, personal, compensatory, etc.) will be considered time worked for the purpose of payment of shift differential.
9. The special "Snow Watch" shift, which operates from 7:00 p.m. to 3:30 a.m. on a seasonal basis, shall receive a differential of one dollar and fifteen cents ($1.15) per for all hours actually worked on a shift.

10. All employees shall be entitled to two (2) 15 minute breaks per shift, to be taken after working at least two (2) hours into a shift. Fifteen minutes shall be the total allotment of time allowed per break, and shall include travel time to and from work site. Employees shall not work through a break unless directed to do so by their supervisor. An employee who works through one or both of their breaks will be allowed to leave work early by a corresponding amount of time on the same day or, if leaving work early is not feasible, will be paid for the break time worked at the employee's regular hourly rate. Overtime will only be applicable in accordance with Article VIII, Section 2, of this Agreement.

11. Weekend and Holiday On-Call System for Highway Section.
   
a. Program extended for the duration of this Agreement.

   1. This Section sets forth a program between the City and the Union that establishes procedures for a weekend “on-call” system for Highway Section employees.

   2. Notwithstanding Article XXVIII of this Agreement, this Section shall expire upon the later of the effective date of or execution of a successor collective bargaining agreement, unless expressly adopted in the successor agreement, and may be modified by written agreement between the City and the Union at any time.

b. Supervisor On-Call.

   1. Assignment: An Assistant Superintendent of Public Works or his or her designee ("Assistant Superintendent") may, in his or her sole discretion, require a Working Supervisor to be on call for the weekend from 3:30 pm Friday through 7:00 pm Sunday or Holidays enumerated in Article X occurring on non-weekend days. For those weekends and Holidays as to which an Assistant Superintendent anticipates a potential need for on-call supervisory coverage, an Assistant Superintendent may assign a Highway Section Supervisor to each such weekend or Holiday in the following order: by seniority, i.e., with the most senior assigned to the first such weekend or Holiday, the next-most-senior to the second such weekend or Holiday, etc.; and rotating back to the top of the list by seniority once the bottom of the list has been reached.
2. **Mutuals:** A Supervisor assigned to on-call status for a particular weekend or Holiday who desires to be relieved of that assignment may seek the agreement of another Supervisor within the Highway Section to serve out a "mutual", i.e., to volunteer themselves for assignment to that particular weekend or Holiday in lieu of the Supervisor originally assigned. Such mutual assignment shall only be effective, and the Supervisor originally assigned shall only be relieved of their assignment, if an Assistant Superintendent or his or her designee approves the mutual no later than 3:30pm on the Wednesday preceding that particular weekend or no later than 3:30pm three (3) calendar days prior to the Holiday occurring on non-weekend days, said approval not to be unreasonably withheld. Once so approved, the Supervisor serving the mutual shall be considered the assigned Supervisor for that weekend or Holiday, but that mutual assignment shall not affect the order of assignments by seniority for any succeeding weekends or Holidays.

3. **Emergencies:** In the event that (a) a Supervisor assigned to on-call status for a particular weekend or Holiday is unable to so serve due to an emergency due to which an Assistant Superintendent approves the Supervisor's inability to serve on-call or (b) the need, in an Assistant Superintendent's view, for two Supervisors to serve on-call on the same weekend or Holiday (i.e., due to a storm), an Assistant Superintendent may at any time assign a different or additional Supervisor from within or without the Highway Section to serve on-call, without regard to seniority.

4. **On-Call Cancellation:** An Assistant Superintendent may, in his or her sole discretion, cancel a Supervisor's on-call assignment for a particular weekend or Holiday at any time not later than 12 o'clock noon on the Friday as to which the on-call assignment would have commenced or for a Holiday no later than 12 o'clock noon on the day preceding the Holiday; any such cancellation shall eliminate any entitlement to on-call payment for that weekend or Holiday, shall relieve the otherwise-assigned Supervisor of any on-call responsibility, and shall not affect the order of assignments by seniority for any succeeding weekends. No provision of this section shall disturb past practice regarding an Assistant Superintendent's ability—in the event that more employees must be called in than are available on call—to follow the standard procedures for calling in employees not on call and compensating them as specified in Section 5 of this article.
5. On-Call Failure: If an on-call Supervisor who is not relieved of on-call assignment pursuant to sub-paragraph 3 of this sub-section 11(b) does not serve on call in accord with procedures established by an Assistant Superintendent, or does not respond when called, the Supervisor shall forfeit the on-call payment, and the failure to serve/respond shall be considered a failure to report for a shift.

6. On-Call Payment: A Supervisor who is assigned to on-call status by subparagraph 1 of this section and whose assignment or resulting entitlement to on-call payment is not altered by subparagraphs 2, 3, 4, or 5 of this subsection 11(b), shall be paid $90 for the weekend’s on-call service, and shall also be paid in accordance with Section 5 of this article if called in. All on-call service under this Section 11 shall be performed without use of a City-owned vehicle, meaning that an on-call-employee shall, as necessary, pick up a City vehicle only when reporting for active work at or from a City facility.

c. Non-Supervisor On-Call.

1. Volunteer Non-Supervisor On-Call List: Each year, the Assistant Superintendent of Public Works, or his or her designee, may establish a volunteer non-supervisor on-call list for mid-November through mid-April (the “On-Call List”).

i. Highway Section personnel, including supervisors wishing to perform non-supervisor weekend on-call work when they are not the weekend supervisor on-call under subsection 11(b), may serve on the On-Call List for each mid-November through mid-April season by volunteering for the On-Call List on or before the last business day preceding November 7th, or such other deadline as the Assistant Superintendent of Public Works or his or her designee may in his or her sole discretion set (the “On-Call Deadline”).

ii. If, by the On-Call Deadline, less than 10 Highway Section employees volunteer for the On-Call List (or, per subparagraph iii below, the On-Call List later diminishes in size to less than ten employees), employees from other sections within DPW (“Non-Highway Section employees”) who, in the sole discretion of the Assistant Superintendent of Public Works or his or her designee, have the necessary skills and qualifications to perform the expected work, may volunteer for that number of remaining On-Call List positions.
that would cause the On-Call List to consist of ten employees total. This subparagraph shall not limit the number of Highway Section employees that may timely (i.e., prior to the On-Call Deadline) volunteer for, and subsequently serve on, the On-Call List under subparagraph 11(c)(1)(i).

iii. The Assistant Superintendent of Public works or his or her designee has the sole discretion to add a Highway Section employee to the On-Call List at any time upon the Highway Section employee’s request and to remove an employee from the On-Call List at any time upon the employee’s request.

iv. Only employees on the On-Call List may receive on-call payment under subparagraph 11(c)(7), except Highway Section employees serving weekend on-call in the place of an On-Call List employee (as a mutual or in an employee emergency) under subparagraphs 3 or 4 of this subsection 11(c).

2. On-Call List Assignment: An Assistant Superintendent of Public Works or his or her designee (“Assistant Superintendent”) may, in his or her sole discretion, assign up to ten (10) employees from the On-Call List—not including on-call Supervisors acting in a supervisory capacity for a particular weekend or on-call service arranged outside the provisions of this Section 11—to be on-call and available to respond to work for the weekend from 3:30 pm Friday through 7:00 pm Sunday or a Holiday enumerated in Article X occurring on non-weekend days if called in by a Supervisor who is on-call. For those weekends or Holidays as to which an Assistant Superintendent anticipates a potential need for on-call non-supervisory coverage, an Assistant Superintendent may assign employees from the On-Call List to each such weekend or Holidays in the following order: by seniority, i.e., with the most senior ten (or fewer) non-supervisors assigned to the first such weekend or Holidays, the next-most senior ten (or fewer) to the next such weekend or Holidays, etc.; and rotating back to the top of the list by seniority once the bottom of the list has been reached. Supervisors on the non-supervisor On-Call List are only eligible for non-supervisor on-call assignment on weekends or Holidays during which they are not the on-call supervisor under subsection 11(b).
3. On-Call List Mutuals: An employee from the On-Call List assigned to on-call status for a particular weekend or Holiday who desires to be relieved of that assignment may seek the agreement of another Highway Section employee to serve out a “mutual”, i.e., to volunteer themselves for assignment to that particular weekend or Holiday in lieu of the employee originally assigned. Such mutual assignment shall only be effective, and the employee originally assigned shall only be relieved of their assignment, if an Assistant Superintendent or his or her designee approves the mutual no later than 3:30pm on the Wednesday preceding that particular weekend or no later than 3:30pm three (3) calendar days prior to the Holiday occurring on non-weekend days, said approval not to be unreasonably withheld. Once so approved, the employee serving the mutual shall be considered an assigned employee for that weekend or Holiday, but that mutual assignment shall not affect the order of assignments by seniority from the On-Call List for any succeeding weekends or Holidays.

4. On-Call List Employee Emergencies: If the event that an employee on the On-Call List assigned to on-call status for a particular weekend or Holiday is unable to serve due to an emergency due to which an Assistant Superintendent approves the employee’s inability to serve on-call, an Assistant Superintendent may at any time assign a different employee from the Highway Section to serve on-call, without regard to seniority.

5. On-Call Cancellation: An Assistant Superintendent may, in his or her sole discretion, cancel—in the reverse order from which they were assigned to that particular weekend or Holiday—one or more employee’s on-call assignment(s) for a particular weekend at any time not later than 12 o’clock noon on the Friday or for a Holiday no later than 12 o’clock noon on the day preceding the Holiday as to which the on-call assignment would have commenced; any such cancellation shall eliminate any entitlement to on-call payment for that weekend or Holiday, shall relieve the cancelled employee(s) of any on-call responsibility, and shall not affect the order of assignments by seniority for any succeeding weekends or Holidays.

No provision of this Section 11 shall disturb past practice regarding an Assistant Superintendent’s ability—in the event that more employees must be called in than are available on-call—to follow the standard procedures for calling in employees not on-call and compensating them as specified in Section 5 of this article.
6. On-Call Failure: If an on-call employee who is not relieved of on-call assignment pursuant to sub-paragraph 4 of this sub-section 11(c) does not serve on call in accord with procedures established by an Assistant Superintendent, or does not respond when called, that employee shall forfeit the on-call payment, and the failure to serve/respond shall be considered a failure to report for a shift.

7. On-Call Payment: An employee from the On-Call List who is assigned to on-call status by subparagraph 2 of this subsection 11(c) and whose assignment or resulting entitlement to on-call payment is not altered by subparagraphs 3, 4, 5, or 6 of this subsection 11(c), or Highway Section employees serving weekend or Holiday on-call in the place of an On-Call List employee (as a mutual or in an employee emergency) under subparagraphs 3 or 4 of this subsection 11(c), shall be paid $70 for the weekend’s on-call service, and shall also be paid in accordance with Section 5 of this article if called in. All on-call service under this Section 11 shall be performed without use of a City-owned vehicle, meaning that an on-call-employee shall, as necessary, pick up a City vehicle only when reporting for active work at or from a City facility.

12. Off-duty Communications.

This provision is adopted to streamline operations and reduce in-person call ins. In the event a Grade 9 supervisor who does not have a take home vehicle is contacted by management by phone concerning department business during off-duty time, the Grade 9 supervisor shall be paid for the larger of actual time spent on the phone call or calls with management or one-half hour’s pay even if time spent on the call or calls is less than thirty minutes in total. The employee who is contacted must submit a written list of the calls and call times to their supervisor within three working days thereafter.

ARTICLE IX

SENIORITY

1. Seniority according to this Agreement shall consist of the accumulated paid service of the employee with this City. The employee’s earned seniority shall not be lost because of absence due to illness, authorized leaves of absence, or temporary lay-off, in accordance with Civil Service regulation (one (1) year or less). Seniority lists shall be brought up to date once a year, January 1st. This list shall be posted in a conspicuous place and a copy shall be sent to the Secretary of the Union.

2. Appointments and promotions to positions shall be made on the basis of seniority, subject to an identification of differences between employees with respect to
relevant factors concerning the employee's ability to perform the required duties and responsibilities satisfactorily. The relevant factors may vary from vacancy to vacancy, and shall be determined by the City in accordance with the requirements of the position.

a. The City shall have the right to appoint, promote, and assign pursuant to this Article. Employees may grieve such actions in accordance with the Grievance Procedure of this Agreement.

b. Promotion is movement to a higher job classification. Whenever two (2) or more employees are rated equally by the City for promotion, the employee with the highest seniority shall be promoted.

c. Promotion and Demotion Salary Rates

1. Upon promotion, the employee being promoted will move to the minimum step of the new grade. If the minimum step does not result in a salary increase of at least 10%, the employee shall be placed at the lowest step that results in a 10% increase; provided, however, that in no event will an employee be placed at a salary greater than the maximum step.

2. Upon demotion, an employee shall be placed at the minimum step for the new position, unless the employee previously held the lower job title. If the employee previously held the lower job title, the employee's salary shall be calculated as if the employee had never vacated the lower job title.

3. Employees who are not at the maximum step of the compensation plan following promotion or demotion shall move one step on the compensation plan annually on the employee's anniversary date in the employee's current job title, until the employee reaches the maximum step for his/her job title.

4. Once an employee reaches the maximum step for his/her job title, step movement shall cease.

d. All vacancies above the grade of Laborer shall be conspicuously posted, in a secure place, by the City within five (5) days of such opening. A copy of the posting shall be sent to the Unit President.

3. Seniority, subject to the operating needs of the department, or subject to the identification of differences between employees with respect to relevant factors concerning the employee's ability to perform the required duties and responsibilities satisfactorily, shall be the determining factor in other matters concerning the assignment and scheduling of work.
4. **Layoffs**

If it becomes necessary to reduce the work force, layoffs shall be conducted in accordance with the following procedure:

a. Pursuant to Article IX, Section 1 and Article II, Section 1, an employee’s seniority date shall be the employee’s date of permanent appointment as a City employee. Prior service as a seasonal or temporary employee shall not count. Part-time service shall be credited on a pro-rata basis. Unpaid service shall be deducted from an employee’s seniority; provided, however, that authorized leaves of absence and workers’ compensation leaves shall not reduce an employee’s seniority.

In the event that two or more employees have equal seniority, a random method shall be used to establish seniority among the individuals.

b. Any employee whose position has been abolished shall be allowed to bump a less senior employee in another job title for which the employee is qualified. Bumping may be vertical (downward or upward) or horizontal.

c. The salary of any employee who bumps into a new position shall be determined in accordance with the provisions of Article IX (Seniority), section 2c.

d. Permanent employees who are laid off shall be placed on a recall list, which shall be valid for up to four years. Employees shall be recalled from the list in order of seniority (most senior first). Should a former employee decline the opportunity for recall to the employee’s previous position, or fail to respond to a canvass letter offering such re-employment, the employee shall be removed from the recall list.

The recall list shall be used for both seasonal employment and permanent employment within the Department of Public Works. Acceptance of seasonal employment shall not affect an employee’s eligibility for recall for permanent employment.

e. Employees who are to be laid off shall be given a minimum of three (3) weeks notice.

f. Health and dental insurance benefits shall be continued for employees during the month in which they are laid off, and the month following lay-off.

g. Access to the Employee Assistance Program shall continue for six (6) months following lay-off.
ARTICLE X

HOLIDAYS

1. Holidays with pay at the regular hourly rate shall be:

   New Year's Day
   Martin Luther King Day
   Presidents Day
   Memorial Day
   Juneteenth
   Fourth of July
   Labor Day
   Columbus Day
   Veteran's Day
   Thanksgiving Day
   Day after Thanksgiving
   Christmas
   Two (2) Floating Holidays

The Human Resources Department shall identify actual holiday observance dates for upcoming traditional and non-traditional holidays for all members in December of each year.

In the event that an employee’s schedule is a non-traditional workweek (other than Monday thru Friday) such that the employee is not scheduled to work on an observed holiday then the employee shall have the option to receive holiday pay at straight time equal to the number of hours in their normally scheduled day (i.e. eight hour days receive eight hours and ten hour days receive ten hours) or the employee may take another day in the same week as a holiday. For example an employee is scheduled to work Tuesday through Saturday and the holiday is on Monday. The employee would be paid for 40 hours plus non-worked holiday pay of 8 hours.

New employees with a date of hire from January 1st through June 30th shall receive both floating holidays for their year of hire, credited on their date of hire. New employees with a date of hire from July 1st through December 31st shall receive one (1) floating holiday for their year of hire, credited on their date of hire.

2. In requesting a floating holiday, an employee must apply at least three (3) days in advance of and receive supervisory approval for the absence. If more individuals apply for a day than can be spared by the Department, requests shall be granted on the basis of seniority by title.

3. Should any employee be called to work on one of these days, the employee shall be paid at a rate of double time (two times the employee’s regular rate of pay), in the
form of cash or compensatory time at the employee’s discretion (subject to Article VII, Section 2 of this Agreement), in addition to the employee’s regular holiday pay. Should any of these days fall on a Sunday, the following Monday shall be considered the holiday; should any of these days fall on a Saturday, the previous Friday shall be considered the holiday. This article shall apply to all permanent employees regardless of length of service.

ARTICLE XI

VACATIONS

1. a. All employees shall receive vacation benefits posted on a monthly basis in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>40 Hour Work Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 5 years</td>
<td>7 hours/month</td>
</tr>
<tr>
<td>5 - 9 years</td>
<td>10 hours/month</td>
</tr>
<tr>
<td>10 - 19 years</td>
<td>14 hours/month</td>
</tr>
<tr>
<td>20 - 24 years</td>
<td>16 hours/month</td>
</tr>
<tr>
<td>25 years</td>
<td>18 hours/month</td>
</tr>
</tbody>
</table>

Length of service shall be based on the employee’s most recent date of hire.

b. Vacation shall be credited on the first day of each month beginning with the first day of the month following the month of hire. (Example: A 40 hour/week employee hired at any time during the month of May would receive 7 hours of vacation credit posted on June 1).

c. No employee may accumulate more than forty (40) days of vacation, however, if an employee wants to convert the earned days to cash upon retirement, the employee may convert only thirty (30) days to cash, with the remainder going to purchase health insurance coverage; provided, however, that employees whose employment with the City commences on or after 1/1/23 shall not be eligible to use any unused vacation time to purchase health insurance. Employees will be notified in writing upon reaching the forty (40) day maximum. At which time the employee will have until the first of the next month to use vacation time or request, in writing, permission from the Mayor or his/her designee to take vacation at a later time.

d. After a new employee has completed six (6) months of employment with the City the employee may begin to use the vacation time earned.
e. Vacation must be authorized by the Department Head or the Department Head’s designee. Employees shall not be required to return to work during vacation.

f. Unscheduled absences from work may not be charged against vacation time without the consent of the Department Head or the Department Head’s designee.

g. Holidays occurring during an employee’s scheduled vacation shall not be charged against vacation time.

h. 1. All unused vacation shall be paid to an employee upon separation from service, unless the employee fails to give two (2) weeks notice prior to voluntary separation.

2. Upon retirement, the employee may elect to receive a cash payment for the employee’s earned, but unused vacation, up to a maximum of thirty (30) days. In lieu of such cash payment, the employee may elect to apply the cash value of the vacation toward the payment of extended health and/or dental insurance coverage.

i. In the event that an employee dies while in service, payment for the employee’s unused vacation shall be made to the employee’s estate.

j. An employee taking an extended vacation may elect to receive the paychecks scheduled to be issued during the employee’s vacation in advance, up to a maximum of four (4) paychecks. The paychecks shall be issued on the regularly scheduled payday, which immediately precedes the commencement of the employee’s vacation, subject to the following conditions:

1. No vacation checks shall be issued in advance for salary scheduled to be earned and paid in a future calendar year.

2. No vacation checks shall be issued in advance for the last pay period of the calendar year.

3. The employee must request the advance vacation checks no later than the Friday immediately preceding the payday on which the checks are to be issued.

k. The implementation of the vacation system in this Article eliminates all previous methods, practices or contractual provisions used for earning, calculating, posting or receiving vacation credit.1

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1Effective with the 1994-1997 contract.
ARTICLE XII

SICK LEAVE AND PERSONAL LEAVE

1. Each employee shall receive twelve (12) days of sick leave per year accumulated at the rate of one (1) day per month beginning with the date of employment.

2. Sick leave accumulation shall be unlimited.

3. Sick leave time may be used after an employee has completed six (6) months employment with the City.

4. A Department Head may require a statement from a medical doctor prior to permitting an employee to charge absences against accumulated sick leave in cases of suspected abuse or where the employee exhibits a pattern of absence. An employee who suffers injuries in the course of the employee’s employment, and who is entitled to sick leave benefits may elect to use such benefits in lieu of Workers’ Compensation Benefits during the period of the employee’s disability. Any payments made by the Workers’ Compensation Board for such loss of time shall be paid to the City of Ithaca, which in turn will credit the same amount to the employee’s sick leave at the regular rate.

5. Up to ten (10) days per year may be used by an employee for sickness in the employee’s immediate family. The immediate family shall be defined as: the spouse, parent, child, brother or sister of the employee or the parent, child, brother or sister of the spouse. It shall also apply to any other relatives living in the same household.

6. Upon retirement, and notwithstanding anything to the contrary in the lettered subparagraphs of this Section 6, up to seventy-five (75) days of an employee’s unused sick leave shall be computed at the employee’s current rate of pay and applied as follows, with any excess above that amount ineligible for use in or upon retirement (provided, however, that any employee whose sick leave balance as of 1/1/23 was greater than seventy-five (75) days may apply that portion of their sick leave balance upon retirement that does not exceed their 1/1/23 balance as set forth in Sections 6.a. through 6.e., below.

An employee’s 1/1/23 sick leave balance shall include sick time expended by the employee prior to 1/1/23 and reimbursed to the employee after 1/1/23 following the City’s receipt of wage replacement payments from workers compensation based on injuries occurring prior to 1/1/23 (see Article XII, Section 4), and any reimbursement of sick time donated by the employee prior to 1/1/23 due to the recipient’s non-use or forfeiture of the time.
a.  The value of up to one hundred ten (110) days may be taken, at the employee’s option, in a lump sum cash settlement. Such payment is subject to appropriate deductions. To choose this option, the employee must notify the Human Resources Department fifteen (15) days in advance of retirement.

b.  This sub-paragraph (b) applies only to employees whose employment with the City commences prior to 1/1/17. Any unused sick leave in excess of the above amounts shall be applied to the payment of extended health and/or dental insurance coverage.

c.  This sub-paragraph (c) applies only to employees whose employment with the City commences on or after 1/1/17. The value of any unused sick leave in excess of the above amounts (or the entire amount, should the employee elect not to receive a lump sum cash settlement), shall be used to establish a retirement fund account to pay for health insurance for the retiree and eligible dependents as elected by the retiree. Each month that such health insurance is provided by the City, the value of the retiree or dependent rate established by the Common Council shall be deducted from the retiree’s retirement fund account. Once the account is exhausted, the City will no longer extend health insurance coverage to retirees and dependents except by direct, full payment to the City by the retiree or dependent at the appropriate group rate as determined by the City.

d.  The health insurance benefit available to retirees or their dependents in a given year shall be selected by the retiree from the benefit plans offered to currently employed unit members for that year, including but not limited to medical and prescription drug co-pays.

e.  The provisions of (a) through (c) are made with the understanding that the City will no longer extend health insurance coverage to retirees and dependents except by direct, full payment to the City by the retiree or dependent at the appropriate group rate as determined by the City, beyond the coverage provided by (a) through (c) above.

7.  In the event of an employee’s death prior to the employee’s retirement, or if retired, prior to the exhaustion of remaining accumulated funds, such monies due the employee shall be applied toward the purchase of health insurance for the employee’s surviving dependents, if any.

8-A.  This Section 8-A applies to employees hired prior to January 1, 2023.

a.  Effective 1/1/17, except as prorated for new employees as set out in sub-paragraph 8(d), below, each employee shall receive three (3) days of personal leave per contract year. Personal leave shall be granted to allow the employee to conduct personal and/or family business which otherwise falls on a work day. Unused personal leave, up to a maximum of three (3) days, shall be credited annually on December 31st to accumulated sick leave.
Once unused personal leave is credited to accumulated sick leave, it may not be used for personal leave but may be used as accumulated sick leave would be used.

b. Any employee who uses no sick leave at all during the period January 1 through December 31 of any calendar year, and is employed with the City as a member of the CSEA DPW unit for that same period of time, shall receive the following extra personal days:

- No unscheduled absences (i.e., an absence with less than twenty-four (24) hours' notice) used: Three (3) extra personal days awarded.

- One (1) unscheduled absence used: Two (2) extra personal days awarded.

- Two (2) unscheduled absences used: One (1) extra personal day awarded.

- Three (3) or more unscheduled absences used: No extra personal days awarded.

Extra personal days awarded shall be with pay and to be used at the employee's discretion in the year awarded, and if unused shall be forfeited at the end of the year. Unused personal leave shall not be paid upon separation from service.

c. Prior to 1/1/17, paragraph 8 of Article XII of the 2012-2014 contract shall control in lieu of subparagraphs 8(a) and (b), above.

d. New employees shall receive personal leave during their year of hire based on their date of hire in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>From January 1 through April 30</td>
<td>3</td>
</tr>
<tr>
<td>From May 1 through August 30</td>
<td>2</td>
</tr>
<tr>
<td>From September 1 through December 31</td>
<td>1</td>
</tr>
</tbody>
</table>

During their year of hire, new employees shall not receive any personal days except those provided by this subparagraph 8(d).

8-B. This Section 8-B applies to employees hired on and after January 1, 2023.

a. Except as prorated for new employees as set out in sub-paragraph 8(b), below, each employee shall receive three (3) days of personal leave per contract year. Personal leave shall be granted to allow the employee to conduct personal and/or family business which otherwise falls on a work day.
Unused personal leave, up to a maximum of three (3) days, shall be credited annually on December 31st to accumulated sick leave. Once unused personal leave is credited to accumulated sick leave, it may not be used for personal leave but may be used as accumulated sick leave would be used.

b. New employees shall receive personal leave during their year of hire based on their date of hire in accordance with the following schedule:

From January 1 through April 30 3 days
From May 1 through August 30 2 days
From September 1 through December 31 1 day

During their year of hire, new employees shall not receive any personal days except those provided by this subparagraph 8(d).

9. Requests for personal leave shall be made by the employee to the employee's supervisor at least forty-eight (48) hours in advance, or as soon as possible in the case of emergency. Personal leave shall be granted unless the supervisor reasonably determines that the employee is needed at the particular time or day requested.

ARTICLE XIII

LEAVE TIME DONATION

1. In the event an employee is absent from work due to a prolonged illness and has exhausted the employee's accumulated sick leave credits, the employee's fellow employees may donate accrued paid leave time to the affected employee, up to a maximum of ten (10) days per person per year.

2. Each employee who wishes to make a leave time donation shall be required to notify the Department Head or the Department Head's designee, of the employee's intent, in writing, with a copy sent to human resources. The employee shall specify the type and amount of leave time being donated.

3. Donated leave time shall be placed in an escrow account and shall be transferred to the affected employee on a weekly basis as needed. When transferring time, donated time shall be allocated on a rotational basis from donors, in one day increments. For medical leaves, sick time shall be used first, in accordance with the established guidelines for the use of sick time. Upon the exhaustion of sick time donations, or the end of the permissible use of sick time, other types of leave time will then be transferred as described above. Any excess leave time not used prior to the employee's return to work shall be returned to the donors.
4. The use of donated leave time shall cease immediately upon notification that an employee who has been offered donated time intends to leave City employment. Under no circumstances may donated leave time be converted to cash or extended insurance coverage.

5. In the event that an employee is absent from work due to a prolonged medical situation, and the employee elects to use the employee’s own leave time or donated leave time on an incremental basis (i.e., one day per week) rather than on a full-time basis, the employee shall be considered to be on an unpaid leave of absence for the duration of such incremental or part-time leave usage. During such leave of absence, the employee shall not be eligible to accrue leave time or receive paid holidays. The employee’s health insurance premiums during such leave of absence shall be treated in accordance with the Family and Medical Leave Act (“FMLA”) for any portion of the leave that is governed by the FMLA; thereafter, the employee may continue health, dental and/or vision insurance coverage by directly paying the City the cost of the premium equivalent established by Common Council for employees on leave of absence.

ARTICLE XIV

BEREAVEMENT LEAVE

1. In the event of death in the immediate family of the employee or family of the employee’s spouse, such employee shall be allowed a leave of absence with pay to a maximum of three (3) days. This leave of absence must be approved by the Department Head. Time lost will not be charged against accumulated leave.

2. The immediate family is defined as the spouse, domestic partner, parent, grandparent, child (including foster or step-child), brother, sister, or grandchild of the employee or the parent, grandparent, child (including foster or step-child), brother, sister or grandchild of the employee’s spouse or domestic partner. It shall apply also to any other relative living in the same household. Bereavement leave may be extended to one (1) calendar week at the discretion of the Department Head.

3. With the approval of the Department Head, bereavement leave of up to one day with pay shall be allowed to attend the funeral or memorial services of close friends, aunts, uncles and cousins.2

ARTICLE XV

CLOTHING AND TOOL ALLOWANCE

1. A tool allowance shall be paid to those full time mechanics and full time mechanic helpers who are required, for their City employment, to own their tools.

Effective January 1, 2023, the tool allowance shall be one thousand dollars ($1,000). Effective January 1, 2025, the tool allowance shall be one thousand, two hundred dollars ($1,200).

For new employees, the tool allowance shall be prorated based on the month of hire, beginning with the month following the date of hire. (For example, in 2023, an employee hired during April will receive a tool allowance of $800; an employee hired during July will receive a tool allowance of $400.)

2. Reimbursement of tool expenses shall occur upon the submission of appropriate receipts.

3. The City will provide two (2) pairs of overalls annually to appropriate employees in the Water and Sewer, employees assigned to work on the Ithaca Commons, and any other employees that the City deems appropriate. The City shall also continue to provide uniforms for Parking Lot Attendants. The City will not have any replacement or maintenance obligation, or obligation to issue work boots.

4. All other permanent full-time employees for whom the City does not provide clothing or uniforms shall receive a clothing allowance in the amount of:

   Effective January 1, 2023, three hundred ($300) dollars per year. Effective January 1, 2025, three hundred and twenty-five dollars ($325).

The above allowance will be pro-rated as follows:

Effective January 1, 2023

Hired by March 31st the employee shall receive $300.
Hired between April 1st and June 30th, the employee shall receive $275
Hired between July 1st and September 30th, the employee shall receive $225.
Hired between October 1st and December 31st, the employee shall receive $175.

Effective January 1, 2025

Hired by March 31st the employee shall receive $325.
Hired between April 1st and June 30th, the employee shall receive $300
Hired between July 1st and September 30th, the employee shall receive $250.
Hired between October 1st and December 31st, the employee shall receive $200.

Said allowance shall be paid in a lump sum during the month of January, or upon hire.
5. All City employees who are required to wear safety work boots shall receive a boot allowance in the amount of two hundred and twenty-five dollars ($225) dollars. Effective January 1, 2025, this amount shall be two hundred and fifty dollars ($250). Said allowance shall be paid in a lump sum during the month of January. New employees shall receive the full boot allowance upon hire.

ARTICLE XVI

JURY DUTY

1. An employee shall be granted a leave of absence, with pay, at no loss to accrued leave to serve jury duty or to appear as a witness pursuant to subpoena or other order of the court upon presentation to the City of proof thereof. Any compensation received from the court except expense reimbursement shall be returned to the City.

2. Any employee who works a schedule other than the normal Monday through Friday day schedule, when on jury duty, shall have the employee’s schedule changed to the Monday through Friday day schedule and be given time off for jury duty as appropriate.

ARTICLE XVII

RETIREMENT SYSTEM

1. Employees shall participate in the New York State Employee Retirement System in accordance with and subject to the statutes of the State of New York now applicable or as they may hereafter be amended.

ARTICLE XVIII

HEALTH INSURANCE

1. Health Insurance Contribution.

   a. Effective upon execution of this agreement, all employees shall contribute 20% of the health insurance premium equivalent for the type of health insurance (individual or family coverage) and plan that the employee has elected.

   b. The City agrees to explore, in good faith, the feasibility of utilizing the services of “CanaRx” to supplement the prescription drug coverage provided for in this Agreement. This good faith undertaking does not render unenforceable any provision of this Agreement.
2. Effective May 1, 2023 or as soon thereafter as the City is able to facilitate the same, all employees will be offered only the Platinum health insurance plan offered by the Greater Tompkins County Health Insurance Consortium ("Consortium") and approved by the City, provided, however, that for so long as the Consortium offers the existing indemnity plan, employees who are enrolled in that plan as of the date of Execution and do not thereafter leave that plan, may retain that plan by paying, in addition to the premium contribution specified in Section 1(a) of this Article, that annualized amount, pro-rated across each payroll period, equal to: 80% of the then-current total premium equivalent for the existing indemnity plan minus 80% of the then-current total premium equivalent for the Platinum Plan. The Union agrees to participate in the Greater Tompkins Health Insurance Consortium.

3. Employees enrolled in the Platinum health insurance plan are responsible to pay prescription drug co-pays in accordance with the terms of the Platinum plan offered by the City and established by the Consortium, as such plan may from time to time be amended by the City, the Greater Tompkins County Health Insurance Consortium, and/or its selected plan administrator.

Employees who continue their enrollment in the existing indemnity plan subject to the requirements of Section 2 of this Article shall be responsible to pay a three-tier prescription drug co-pay of $5.00 (generic), $15.00 (preferred), and $30.00 (non-preferred). This co-payment is not reimbursable through any section of the health insurance program. For a two (2) month co-pay, a prescription may be filled for up to a three (3) month supply as a mail-in order; at retail, a three (3) month co-pay will be required for a three (3) month supply. Under this co-pay each prescription may be filled for up to a three (3) month supply as a mail-in order, otherwise a 30 day supply is the limit.

4. The City will continue to provide the Blue Cross/Blue Shield Dental Blue Option Incentive (base contract, formerly known as Schedule A) as individual and/or family coverage, at no cost to the employee.

5. Should the City choose to offer multiple plans, employees will have the option of choosing from all health insurance plans offered by the Greater Tompkins County Health Insurance Consortium and approved by the City (except the existing indemnity plan, which may only be accessed as described in Section 2 of this Article). If applicable, employees may move between plans during the annual open enrollment period in accordance with any guidelines, rules, and/or restrictions established by the Consortium from time to time.

ARTICLE XIX

WELLNESS PROGRAM

1. Effective January 1, 2023, all employees who choose to participate or are already enrolled in the Platinum health insurance plan, and their spouse/domestic partner,
shall have the option to voluntarily participate in the City's wellness program to earn financial incentives for meeting wellness targets. The wellness program targets are established within the City's wellness program and outlined in their personal health report. In the months of January or February (or otherwise provided by the health plan provider) of every year beginning January 1, 2023, each participant shall have an opportunity to participate in the wellness program. The City shall arrange for a provider to administer the health screening assessments and shall notify eligible members of the dates and times available for screening. It shall be the member's responsibility to schedule a screening date and time for themselves and/or their spouses/partners.

2. Effective January 1, 2023, all participants shall receive the following cash incentives for achieving wellness targets based on their annual wellness program results:

   a. **Family plan cash incentive:**

      Blood Pressure - $200 for employee and $200 for spouse/domestic partner

      LDL Cholesterol - $200 for employee and $200 for spouse/domestic partner

      Triglyceride - $200 for employee and $200 for spouse/domestic partner

      Glucose - $200 for employee and $200 for spouse/domestic partner

      No Nicotine Use - $200 for employee and $200 for spouse/domestic partner

      NOTE: If an employee has a family plan with no spouse/domestic partner on the plan, the cash incentive shall be $400 for each category.

   b. **Individual plan cash incentive:**

      Blood Pressure - $150 for employee

      LDL Cholesterol - $150 for employee

      Triglyceride - $150 for employee

      Glucose - $150 for employee

      No Nicotine Use - $150 for employee

3. Maximum incentive that can be earned for a family plan is $2,000 and maximum incentive that can be earned for an individual plan is $750. Payment of cash incentives shall be paid to participating employees within 90 days following completion by all employees of health screening (including any coaching or similar
opportunities offered to an employee as a means of potentially achieving their wellness targets), but in any event within the same calendar year as said completion.

Employees shall have the following options for receiving payment for participating in the wellness program as described above:

a. Lump sum payment by direct deposit, subject to applicable payroll tax deductions (including FICA); or

b. Pre-tax deposit into deferred compensation plan, subject to execution of appropriate documentation, as well as IRS caps in place for each year.

c. Deposit in an HRA, subject to execution of appropriate documentation, as well as IRS caps in place for each year.

4. For the calendar year 2023 only, all employees who choose to participate or are already enrolled in the Platinum health insurance plan, and their spouse/domestic partner are entitled to Wellness payments without the need to participate in the program. Payments will begin after May 1, 2023 or as soon thereafter as the City is able to facilitate offering only the Platinum health insurance plan. Beginning January 1, 2024, employees will need to participate in the program to be entitled to payments set forth in paragraphs XIX(1)-(3) above.

ARTICLE XX

MILEAGE REIMBURSEMENT

1. Employees who are required to use their personal automotive vehicles in the conduct of official business shall be reimbursed at the current IRS rate in effect on January 1st of each year. The employee must receive approval to use the employee’s personal vehicle from the Department Head, or the Department Head’s designee, in advance, in order to receive mileage reimbursement under this Section.

ARTICLE XXI

WORKING ABOVE CLASSIFICATION

1. When an employee covered by this Agreement is assigned to work at a job classified for wages higher than the employee’s regular job for more than one (1) day, the employee’s wages in that classification shall be the same as if the employee had been promoted. This section is not applicable to emergency situations. This section is subject to the grievance procedure.
2. It must be understood that members receiving on-the-job training, in order to become qualified to perform competently in an out-of-title classification, shall not be eligible for out-of-title pay until declared as such or assigned to work as such by management. Without this, the ability of both the City to develop its employees and individual members to develop themselves would be greatly impaired.

3. Only Grade 9 supervisors may receive out-of-title pay for an assignment to work in a title covered by the Executive Unit collective bargaining agreement. All other rules and requirements for out-of-title work contained in this Agreement shall be applicable to such assignments.

ARTICLE XXII

PERFORMANCE REVIEWS

Effective in 2023, all permanent members will receive an annual performance review, conducted by the Department Head, or the Department Head’s designee. The evaluation tool will be designed by the Human Resources Department and may be revised in accordance with best practices. Final reviews will be signed by the Department Head or designee and the employee. Employee signature does not mean agreement, but indicates that the review took place. The original signed document will be maintained in the employee’s personnel file located in the Human Resources Department.

ARTICLE XXIII

COMMERCIAL DRIVERS LICENSE FEES

The City agrees to reimburse the fee or fees expended by a unit employee with the New York State Department of Motor Vehicles (“DMV”) to obtain or renew a commercial driver license (“CDL”) if possessing a CDL is a necessary qualification of the employee’s position with the City (or of a position into which an employee will be hired, transferred, or promoted upon obtaining a CDL). The CDL obtained must be of at least the class required, and have all endorsements required, to meet the qualifications of the employee’s position. This provision shall also apply to DMV fees incurred by an employee transferring an out-of-state CDL to New York for purposes of employment with the City, but not to fees for obtaining or renewing an out-of-state CDL. Reimbursements will be made promptly after an employee submits a receipt or receipts from DMV for the fee or fees paid, provided that, in the case of initial CDL licensure (or transfer of an out-of-state CDL to New York), reimbursement of fees shall occur only after the employee obtains and presents a copy of their CDL to the City. Reimbursement of CDL fees will be based on the official receipt or receipts issued by DMV, up to a maximum of $250.00.
ARTICLE XXIV

GRIEVANCE PROCEDURE

1. In accordance with the cooperative spirit with which this Agreement is made between the Union and the City, employee grievances shall be adjudicated by the parties with a sense of fairness and justice.

2. Grievance shall be defined as any claimed violation, misinterpretation, or inequitable application of the Agreement, laws, rules, regulations, procedures, administrative orders, work rules of the City or of a department, thereof; of any matter which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees, or any other term or condition of employment. A grievant is defined as the employee, a group of employees, the Unit President or his/her designee on behalf of a group of employees or an employee or the CSEA.

a. Should a grievant feel that the grievant's rights and/or privileges under this Agreement have been violated, the grievant may, within twenty (20) working days of learning of the alleged injustice, submit the grievance in writing to the grievant's immediate supervisor, who shall answer the grievance in writing within twenty (20) working days. The grievant is responsible to give copies of all grievances and appeals to the Unit President or his/her designee that have been submitted to the City.

b. Should the grievant decide that the immediate supervisor's answer is unsatisfactory, the grievant shall provide a written explanation to the Department Head as to why the decision is not satisfactory within twenty (20) working days. A copy of the grievance shall be provided to the Director of Human Resources. The Department Head shall issue a written decision within twenty (20) working days.

c. Should the grievant decide the decision of the Department Head is not satisfactory, the grievant shall submit in writing the facts to the Mayor within twenty (20) working days for a meeting. A copy of the appeal shall be provided to the Director of Human Resources. A meeting with the grievant, the Union, and the Department Head shall be conducted by the Mayor within twenty (20) working days of receipt of the grievant's request. The answer shall be submitted to the grievant within twenty (20) working days from the date of the meeting.

d. In the event the Union is dissatisfied with the decision reached at Step 3, a demand for arbitration shall be presented to the Mayor, or the Mayor's designee, within twenty (20) working days of the receipt of the decision. A copy of the demand for arbitration shall be provided to the Director of Human Resources. The parties shall forthwith request that the New York State
Public Employment Relations Board submit a list of arbitrators from which the parties shall select the arbitrator to arbitrate said dispute in accordance with the rules and procedures of NYSPERB.

e. The arbitrator shall have no power to add to or subtract from or modify the provisions of this Agreement in arriving at a decision on the issue or issues presented. The arbitrator's decision shall be binding upon both parties. Any fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

ARTICLE XXV

DISCIPLINARY PROCEDURE

1. No employee shall be disciplined or dismissed except for just cause. Should there be any dispute concerning the existence of just cause for dismissal or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement.

2. The following disciplinary procedure for incompetence or misconduct shall apply to all employees as provided herein in lieu of the procedure specified in the Civil Service Law, Section 75 and 76. This entire disciplinary procedure shall apply to all permanent employees in the bargaining unit, and to all employees entitled by law to the protection of Section 75 of the Civil Service Law.

   a. In the event a department head sees fit to impose disciplinary action on an employee, a notice of discipline shall be served on the employee, with a copy sent to the Director of Human Resources. The notice shall specify the act(s) that warrant disciplinary action and the corresponding sanction(s).

   b. The Union shall be advised by personal delivery, or if not possible, by registered or certified mail that said notice of discipline has been served on an employee, within forty-eight (48) hours of employee notification.

   c. The employee has the right to dispute the discipline by filing a grievance within twenty (20) working days of service of the notice.

   d. A disciplinary notice shall be served on the employee, which describes the employee's rights. Said notice is attached to this Agreement as Appendix A.

   e. The disciplinary grievance procedure provides for a hearing by an impartial arbitrator at its final stage.

   f. The employee has the right to be represented by the Union or by an attorney at every stage of the proceeding.
g. An employee being interrogated to determine whether the City shall take disciplinary action against him/her shall be advised of his/her right to have Union representation while being interrogated.

ARTICLE XXVI

PAST PRACTICE

1. The City shall not diminish or impair any existing benefit, privilege, or practice related to wages, hours or working conditions without prior negotiations, where applicable, with the Union.

ARTICLE XXVII

CONTRACT PRINTING

1. The CSEA Union agrees to print 150 copies of this contract and provide the Human Resources Department with twenty copies.

ARTICLE XXVIII

EDUCATIONAL ASSISTANCE

1. The City of Ithaca agrees to pay the tuition for education courses, including technical and trade schools for employees covered by this Agreement. The intention is to assist employees to further their education and enhance their ability and effectiveness on the job. Such assistance shall be limited to: (a) courses related to an employee’s position which will further development in the performance of the employee’s duties; (b) courses which will assist an employee to gain promotion within the employee’s job classification as a City employee; (c) applicant must have approval prior to the course; (d) applicant must obtain a passing grade before reimbursement; and (e) available to full time, permanent or provisionally appointed employees.

2. Assistance is to be limited to four (4) courses per year for permanent or provisional employees. No employees shall receive assistance for more than a career limit of twenty (20) courses. A maximum cost to the City for educational assistance will be limited to $200 per credit hour.

3. To be eligible, each applicant must be approved by an Education Committee consisting of:
Director of Human Resources
A representative of the D.P.W. Unit
A person chosen by the Director of Human Resources
and the Union Representative

4. All determinations shall be final and binding not subject to appeal.

5. Employees may be granted time off without pay to take job related courses offered only during working hours. The request for approval for such time off shall be made in the first instance to the Superintendent. If the Department Head refuses to approve the time off request, the employee may appeal the decision to the Education Committee. Their consideration shall include, but not be limited to, the availability of the employee during normal working hours.

ARTICLE XXIX

DAY CARE

1. The City shall continue to provide the established Day Care Assistance Program (Cash Subsidy Program, Flexible Spending Account and Flexible Work Schedule) according to the program and procedures adopted by the Ithaca Common Council.

Notwithstanding the preceding sentence, all employees whose employment with the City commences on or after 1/1/17 shall not be entitled to the Cash Subsidy Program.

ARTICLE XXX

HEALTH AND SAFETY COMMITTEE

1. It is agreed that a Health and Safety Committee will be established. The CSEA DPW Unit and the City of Ithaca will jointly determine the make up of the Committee.
ARTICLE XXXI

DURATION

1. This agreement shall become effective upon signing, unless otherwise stated, and shall terminate December 31, 2025.

2. Unless procedures are amended by an act of law, this Agreement will continue automatically.

IT IS AGREED BY AND BETWEEN 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ATTEST:

For the Employer:  
Deb Mohlenhoff, Chief of Staff to the Mayor
Steven Thayer, City Controller
Shelley Michelle-Nunn, Director of Human Resources
Mark Verbanic, Assistant Superintendent of Public Works

For the CSEA:  
Justin Perkins, President
Andrew Adams, Vice President
Adrian Cai, Secretary
Eric Kelsey, Negotiating Team Member

James W. Roemer, Esq., Labor Negotiator

Date: 4.3.2023

CSEA DPW Unit – January 1, 2021 – December 31, 2025 – Page 40
APPENDIX A

Dear

In accordance with the provisions of the Agreement between the City of Ithaca and the Civil Service Employees Association, you are informed that a disciplinary proceeding against you is hereby instituted. The reasons for this disciplinary action and the corresponding penalty are contained in the attachment to this letter.

If you wish to grieve this Notice of Discipline, you may do so by completing a Grievance Form and filing it within twenty working days of service of this Notice, either in person or by certified or registered mail, return receipt requested, with this Office. You are also responsible for providing a copy of your grievance to your Unit President.

You are provided two (2) copies of the Notice of Discipline so that you can furnish one (1) to your Union representative, [employees in your negotiating unit are represented by the Civil Service Employees Association (CSEA)], and a copy of the Dismissal and Grievance Procedure Article. You should read carefully the attached statements relating to the disciplinary grievance procedures and to the rights provided to you by the City-CSEA Agreement.

You and/or your representative should contact this Office within twenty working days to arrange a meeting to discuss the possibility of settling this Notice of Discipline on a mutually satisfactory basis. Such settlement discussion in no way abridges or otherwise limits your contractual rights to appeal this Notice of Discipline.

Very truly yours,
# 2022 DPW UNIT GRADE PLAN

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APPENDIX C

NEGOTIATING INFORMATION

The negotiating teams for this contract were:

CITY OF ITHACA:
  Deb Mohlenhoff, Chief of Staff to the Mayor
  Schelley Michell-Nunn, Director of Human Resources
  Steven Thayer, Controller
  Mark Verbanic, Assistant Superintendent of Public Works for Streets and Facilities
  James W. Roemer, Jr., Esq., Labor Negotiator

C.S.E.A., INC., D.P.W. UNIT:
  Stephanie Engster, CSEA Labor Relations Specialist, Chair
  Justin Perkins, President of the City D.P.W. Unit
  Andrew Adams, Vice President
  Adrian Cain, Secretary
  Eric Kelsey, Negotiating Team Member

This agreement was ratified by the DPW Unit on March 1, 2023.

This agreement was approved by the Ithaca Common Council at its regular meeting on March 1, 2023.