

# **AGREEMENT**

*by and between the*

**CITY OF SYRACUSE**

*and the*

**CSEA, INC. LOCAL 1000  
AFSCME, AFL-CIO**



City of Syracuse Unit 7801-00  
Onondaga County Local 834

**January 1, 2012 – December 31, 2015**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble.....	1
Article 1	Recognition.....	1
Article 2	Negotiating Unit.....	1-2
Article 3	Management Rights .....	2
Article 4	Association Security .....	3-4
Article 5	Strikes .....	4
Article 6	Salary & Wages.....	4-6
Article 7	Work Breaks .....	6
Article 8	Hours of Work, Work Week.....	6-7
Article 9	Overtime Pay .....	7-9
Article 10	Retirement Plan .....	10
Article 11	Hospitalization & Medical Coverage .....	10-12
Article 12	Dental Insurance .....	12
Article 13	Leave of Absence with Pay .....	12-15
Article 14	Leave of Absence without Pay.....	15-16
Article 15	Vacations .....	16-17
Article 16	Holidays.....	18
Article 17	Health & Safety.....	18
Article 18	Promotions .....	18-19
Article 19	Probationary Employees.....	19-20
Article 20	Joint Standing Committee .....	20-21
Article 21	Discipline & Unsatisfactory Work Performance .....	21
Article 22	Grievance & Arbitration Procedure .....	22
Article 23	Out-of-Title Work.....	23
Article 24	Reclassification Procedure.....	23
Article 25	Seniority.....	24-25
Article 26	Layoff & Recall .....	25
Article 27	Productivity .....	26
Article 28	Quits.....	26
Article 29	General Provisions .....	26-27
Article 30	Savings Clause .....	28
Article 31	Length of Agreement.....	28
Article 32	Financial Disclosure.....	28

<b><u>APPENDIX</u></b>	<b><u>PAGE</u></b>
Signature Page.....	29
Appendix A List of Titles Alphabetically.....	30-32
Appendix B List of Titles by Grade Level.....	33-35
Appendix C Salary Schedule for 2012.....	36
Appendix D Salary Schedule for 2013.....	37
Appendix E Salary Schedule for 2014.....	38
Appendix F Salary Schedule for 2015.....	39
Appendix G Rain Gear & Protective Clothing.....	40
Appendix H Financial Disclosure Form.....	41-42
Appendix I Employee Sick Leave Donation Program .....	43-44
Appendix J MOU - Child Care/ Family Care /Pregnancy Disability Leave.....	44
Appendix K MOA - Workfare .....	45
Appendix L MOA - Healthcare Coalition .....	46
Appendix M MOA - Disciplinary .....	47
Appendix N MOA - Night Court Coverage / Parking Ticket Bureau .....	47
Appendix O MOU - Review of Residency Requirements .....	48
Appendix P MOA - Community Service Officers .....	48
Appendix Q MOA - Recreation Aides.....	49-50

## PREAMBLE

The City of Syracuse, hereinafter referred to as the “City” and the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, City of Syracuse Unit 7801-00 of Local 834, hereinafter referred to as the “Association”, declare it to be their mutual policy that in order to promote harmonious labor relations between the City and the employees in the defined bargaining unit, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees Fair Employment Act. Both parties to this Agreement furthermore affirm that employment in the service of and to the public is a lifelong career and that as such, the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with the City the best personnel available. We furthermore affirm that such employee in the defined bargaining unit shall, at all times, be a dedicated, courteous and efficient servant of and to the public, realizing full well that he/she is under the constant scrutiny of area taxpayers and that he/she is performing a most essential service private enterprise cannot undertake.

## ARTICLE 1 RECOGNITION

**Section 1.1** This is an Agreement between the City of Syracuse (hereinafter called the “City” or the “Employer”) and the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, City of Syracuse, Unit 7801-00 of Local 834 (hereinafter called the “Association” or the “Union”). This agreement is entered into and pursuant to the provisions of Article 14 of the Civil Service Law, as amended (the Public Employee Fair Employment Act.)

**SECTION 1.2** The City recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, City of Syracuse Unit 7801-00 of Local 834, as the sole and exclusive bargaining agent for all employees in the negotiating unit as defined in Article 2 of this Agreement for the purpose of collective bargaining negotiations and the administration of grievances arising under this Agreement.

**SECTION 1.3** Pursuant to the provisions of the Pubic Employee Fair Employment Act, as amended, the City hereby grants the Association unchallenged representation for the maximum time permitted by law.

## ARTICLE 2 NEGOTIATING UNIT

**Section 2.1** This Agreement shall cover and apply to all full-time employees employed by the City of Syracuse in one of the job classifications set forth in Appendix A. of the agreement.

**Section 2.2** It is agreed that the following employees shall be excluded from this negotiating unit: all department heads and their immediate deputies and all temporary, seasonal, casual, confidential and managerial employees, pursuant to Section 201.7 of the Taylor law.

### **Section 2.3 - Temporary, Casual and Seasonal Employees**

Any temporary, casual, or seasonal full-time employee who occupies any bargaining unit title covered by this Agreement for a minimum of fifty-two (52) cumulative weeks, within a continuous 24 month period, will receive all benefits and rights provided by this Agreement, and will also be considered to have completed their contractual probationary period as provided by the Agreement,

except that the following benefits for employees covered by this Section will accrue or become effective as follows:

1. **Sick Time** – After completion of said fifty-two (52) week period, employees will be credited with 15 days of sick time and will continue to accrue sick time at 1 ¼ days per month up to a maximum of 215 days. 13.2.B Family Illness Included.
2. **Vacation Time** – On the April 1, following the completion of said fifty-two (52) week period, employees will be credited with ten (10) vacation days.
3. **Personal Leave** – Upon completion of said fifty-two (52) week period, employees will be credited with Personal Leave time under provisions of Article 13, Section 13.5.C Section 13.5.A will take effect on the January 1, following completion of the fifty-two (52) week period.
4. **Floating Holiday** - Employees will be credited with a Floating Holiday on the February 12 following the completion of said fifty-two (52) week period.
5. Employees will not receive holiday pay until the completion of said fifty-two (52) period.
6. **Bereavement Leave** – Bereavement leave under Section 13.2 will not be available until the completion of said fifty-two (52) week period.
7. **Health and Dental Insurance Coverage** – After the completion of said fifty-two (52) week period, coverage will commence the first day of the month following the completion of an additional 90 calendar days of employment.

Positions covered by this Section will not be subject to the posting requirements in Article 18, Section 18.2.

Agency Shop fee or membership dues will not be deducted until the completion of the fifty-two (52) week of cumulative employment within a continuous 24-month period. Those managerial and confidential positions that are presently exempt will remain exempt.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

**Section 3.1** It is agreed that the management officials of the City retain the right to direct employees, to hire, promote, transfer, discipline, subject to law and the terms of this Agreement, to maintain the efficiency of operation entrusted to them, and to take whatever action is deemed necessary to carry out the mission of the applicable department in cases of emergency, provided that such rights shall not be exercised in violation of any law. The City has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement so long as such rules and regulations do not conflict with any law or terms and conditions of this agreement.

**Section 3.2** It is understood and agreed that except where specifically abridged by an express provision of this Agreement, the City retains sole and exclusive rights to manage and direct its work force in the performance of its municipal operations.

### **ARTICLE 4** **ASSOCIATION SECURITY**

#### **Section 4.1**

- A.** The City shall deduct biweekly from the wages of such employee and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and any health and accident insurance and/or life insurance premiums for those employees authorizing such deductions.
- B.** The Civil Service Employees Association, Inc., having been certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage and salary of employees of said bargaining unit who are not members of the Civil Service Employee Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.
- C.** The Association agrees that it will not hold the City liable for the normal administration of the check off, and shall indemnify and save harmless the City from any and all claims arising out of the City making Association deductions pursuant to authorization cards.

**Section 4.2** Membership in the Association shall be voluntary. The City agrees that there shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of his/her membership in the Association.

**Section 4.3** The Association shall have all the applicable rights insured to it under the Public Employees Fair Employment Act, (Fair Labor Standards Act) and/or such other rights, which are provided by law.

**Section 4.4** The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the City, provided, however, that their content is not derogatory or controversial and is limited to legitimate union business.

**Section 4.5** The Association shall have the right to designate a representative of the Association's accident and health insurance program, and the Association's life insurance program, for the purpose of visiting the employees covered under this Agreement on the job and for the purpose of interesting them in this protection and for adjusting any claims, provided, however, that the Personnel Office is notified in advance of the visit and provided further that no unreasonable interruption in the work of any employee is involved.

**Section 4.6** For the purpose of administering, adjusting or interpreting the terms and conditions of this Agreement, the Field Representative of the Association shall have the right to visit employees on the job provided the Personnel Office is notified in advance of the visit and provided further that no unreasonable interruption in the work of any employee is involved. **Additionally**, the City agrees to allow the Union President or his/her designee reasonable time up to three (3) days per week (non-Cumulative), without loss of pay, to implement and interpret this labor agreement. Such time will be requested in advance and approval will not be unreasonably withheld.

**Section 4.7** The City agrees that it will pay and it will allow a maximum of six delegates an aggregate total of 24 days per year off with pay at their regular straight time hourly rate to attend the annual meeting of the Association and any of its regional conference meetings. For purposes of this Section, the Association agrees to correspond with the Director of Personnel or his/her designee thirty days in advance whenever practicable and inform him/her of the exercise of these

rights and agrees to forward the names to personnel and the dates that the employees require the time off. In turn, the Director of Personnel or his/her designee will forward these names and dates to the department head affected.

**Section 4.8** The City agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the City of those designated as its representatives or subordinate staff for the purpose of undermining the Association during the term of this Agreement.

**Section 4.9** The City agrees that it will allow the Union five (5) half (1/2) day training sessions per year for a total of eight (8) stewards to acquaint them with the implementation and the terms and conditions of the labor agreement. Prior to the implementation of any training session, the Union should notify the Personnel Office of the steward's names along with the place and time of the training session.

**Section 4.10** The City agrees that the Union Stewards may investigate and process grievances during working hours without the loss of time or pay with the approval of the immediate supervisor or department head. Such approval will not be unreasonably withheld. It is the intent of the parties that this Section shall not result in unreasonable amounts of time being taken and will be subject to the operating needs and requirements of the Department or Bureau.

**ARTICLE 5**  
**STRIKES**

The Association agrees that there shall be no strikes, picketing, walkouts, slowdowns or any other interruption of work during the term of this Agreement; nor shall the Association cause, instigate, encourage or condone any such action.

**ARTICLE 6**  
**SALARY AND WAGES**

**Section 6.1**

Effective January 1, 2012	0% increase (same salary schedule as July 1, 2010 and 2011)
Effective January 1, 2013	\$750 added to base rate (all members)
Effective January 1, 2014	2% increase
Effective January 1, 2015	2% increase

Employees covered by this Agreement who were hired prior to September 30, 1987 shall be paid pursuant to the Salary Schedule Appendix C, D, E and F, effective on the date indicated. Employees covered by this agreement who were hired after September 30, 1987 shall be paid pursuant to the Salary Schedule Appendix C, D, E and F, effective on the date indicated.

**Section 6.2** Any employee below **Step 5** (**Step 7** for those employees hired after September 30, 1987), shall receive an increase to the next salary level above his/her current rate of pay on the first full pay period after his/her anniversary date of seniority.

**Section 6.3 - General Salary Provisions**

**A.** The present Practice and Procedure for Longevity Pay is as follows:

<u>Years of Service</u>	<u>Effective 1/1/2008</u>	<u>Effective 1/1/2012</u>
10	\$500	\$500
15	\$900	\$900
20	\$1300	\$1400
25	\$1600	\$1700
30	\$1900	\$2000
35	\$2200	\$2300

The above amounts reflect payments added to each five-year increment after ten years of service.

The longevity payment shall begin in the payroll period following the completion of the required length of service necessary to qualify for longevity payment.

**B.** Any employees who are compensated for the use of his/her own motor vehicle shall receive an annual allowance of \$1950 effective January 1, 2007, and \$2200 effective January 1, 2008.

Additionally, all Meter Readers who use their automobiles shall be paid a car allowance of \$825 effective January 1, 2007; Effective January 1, 2008 increase to \$925. Those Meter Readers not using their automobiles will continue to receive the bus token allowance presently in effect.

Effective November 1, 2013 the City will provide a vehicle to the Housing Inspectors on a rotating basis for the term of this agreement. This provision shall be on a trial basis for the term of this agreement through December 31, 2015 and shall continue thereafter should both parties agree.

**C.** The City agrees to pay the current IRS rate per mile on ordered travel directly by the Department Head or Mayor. If the rate paid to any other City employee(s) exceeds this amount, the higher shall be applied.

**D.** The City shall provide all new hires in the titles of Parking Checkers, Creek Guard, Park Attendant, and Community Service Officer, a \$200 uniform allowance upon the completion of six months employment in that title. The payment shall be made in the next full pay period following the completion of six months of service in the aforementioned titles. The City shall, thereafter, pay a uniform maintenance allowance of \$400 to all employees in the specified titles (who have attained six months seniority) in the second paycheck in January. Effective January 1, 2008, this amount will increase to \$500.

Meter Reader and Dog Control Officer I will continue to have uniform replacements upon reasonable request.

**E.** All employees with six months of service in the titles of Closed Circuit T.V. Operator, Bituminous Lab Technician and Asphalt Recycling Plant Operator, shall receive an annual uniform allowance of \$150 in the second paycheck in January. New employees in these titles shall receive the \$150 after they have attained six months of service in one of these titles. The payment shall be paid in the paycheck following the attainment of six months of service.



Effective January 1, 2005 the uniform allowance will increase to \$175. Effective January 1, 2008 the uniform allowance will increase to \$275.

- F. Uniform Allowance Payment shall be placed in abeyance for an employee who is out on Workers Compensation, FMLA or Leave Without Pay and shall be paid within 30 days of the date the employee returns to work.

**ARTICLE 7**  
**WORK BREAKS**

It is agreed that each employee shall be allowed one fifteen (15) minute break in the morning.

**ARTICLE 8**  
**HOURS OF WORK, WORK WEEK**

**Section 8.1** The normal workweek shall consist of five (5) workdays of 7 1/4 hours per day (exclusive of a 45 minute lunch period), except for any employees who currently work more than 7 1/4 hours per day. For those employees, the workday shall remain the same as is currently constituted.

The City shall have the right to establish or change the workday or workweek based on operational needs with, except in emergency situations, a minimum of fifteen (15) working days advance notice to the affected employees, the CSEA President and /or the Labor Relations Specialist.

**Section 8.2** Should the City determine that a schedule requiring regular Saturday and/or Sunday work is necessary for employees on the payroll before March 6, 1974, the City will discuss the change with the Association and attempt to reach agreement with the Association with respect to premium pay, if any, for the work performed on Saturdays and/or Sundays. The Association may submit the dispute to arbitration in accordance with the provision of Article 22.

**Section 8.3**

- A. Should the City determine that a change is required for employees on the payroll before March 6, 1974, (except for Dog Control Officers and Park Guards) relating to their days of employment, it is agreed that the Association and the City will meet and discuss any change in said work schedule prior to implementing the same.
- B. If the parties are unable to agree, the matter shall be submitted to the American Arbitration Association or the PERB Grievance Arbitration Service for determination.
- C. The arbitrator selected shall be given the authority to review and determine the following items whether or not, under the circumstances, a change in work schedule is warranted:
  - If the said work schedule is warranted to include Saturday and/or Sunday, then and in that event, a determination shall be made as to the rate of compensation to be paid to the employee involved.
- D. It is agreed that the parties shall provide the arbitrator with any relevant information which he may deem necessary to reach a fair determination.

**Section 8.4** Community Service Officers who worked a 5-2, 4-2 rotating work schedule prior to October 2, 2000 are now working a 4-2 work schedule. Notwithstanding, there are some Community Service Officers who work other schedules.

Any Community Service Officers working 4-2 schedule shall not receive special time off prior to Christmas, New Year's and Easter that may be granted by the Mayor.

Any Community Service Officers working the 4-2 schedule are eligible to receive special time off within the parameters of each department's staffing and /or operational needs, as is the case with all other bargaining unit employees.

Effective January 1, 2004, the Community Service Officers working a straight 5-2 schedule will receive four (4) extra days off with pay. Such days will be mutually scheduled by the Police Department and the employee and will be taken one (1) day per quarter of the calendar year subject to seniority and operational needs. These days will not be carried over to the next quarter or the next calendar year. Additionally, the four (4) days off will not be cashed out upon separation.

For new hires working the 5-2 schedule, they will be entitled to the pro-ration of days off if hired between the periods listed below:

<u>Months</u>	<u>Scheduled Days Off</u>
January - February	4
March - May	3
June - August	2
September - October	1 (to be taken by 12/31)

New hires (probationary employees) will have their days scheduled by the Police Department.

## **ARTICLE 9** **OVERTIME PAY**

### **Section 9.1 - Extra Days of Work**

- A. The City agrees to pay any employees in the defined bargaining unit one and one-half (1 ½) normal pay for work performed on Saturdays (or his/her sixth consecutive day if his/her normal work schedule is other than Monday through Friday).
- B. All work performed on the seventh consecutive day shall be paid at double the rate of pay.
- C. The Dog Control Officers will receive 3.25 hours pay for sixteen (16) hours of standby on Monday through Friday. On Saturday, the Dog Control Officers will receive five (5) hours pay for 24 hours of standby. For Sunday, the Dog Control Officers will receive eight (8) hours of pay for 24 hours standby. On holidays, the Dog Control Officers will receive ten (10) hours of pay for 24 hours of standby. Said pay shall be at employee's regular rate. Actual hours worked shall be paid at time and one-half.

The definition of standby is when a Dog Control Officer is required to notify the City as to his/her whereabouts, to be available for call on immediate notice by the City. An employee on standby who agrees to be available when called and cannot be reached may be subject to disciplinary action.

D. All paid leave used by an employee, during their regularly scheduled work week, will be counted as time worked for purposes of computing overtime pay. Any unpaid or unauthorized leave shall not be used in computing over-time pay or compensatory time on a daily or weekly basis.

**Section 9.2** The City agrees to pay any employee in the defined bargaining unit overtime pay based upon one and one-half (1½) his/her straight time hourly rate for any time worked over their normal work day.

A. The base for the computation of the straight time hourly rate shall be 1885 hours for the employees working the 36¼ hour workweek and 2080 hours for those employees who currently work a 40-hour workweek. The rate used for the computation of the overtime rate shall include any earned longevity.

**Section 9.3** The overtime pay provisions of this Article shall not apply unless such premium time is specifically authorized in writing by the appropriate department head or his/her deputy. It is recognized that other mutually satisfactory arrangements may be made in lieu of overtime pay. However, no employee shall be coerced, forced, or required to accept such special arrangements such as compensatory time off in lieu of overtime. Hours paid for at overtime rate on one basis shall not be counted towards hours worked for overtime pay on any other basis.

All overtime monies owed shall be paid in the next full pay period following the time worked; if not, it shall be paid in the subsequent full payroll period.

- A. No employee shall accrue more than a total of 240 hours of compensatory time. The City agrees to provide on a quarterly basis to the Association a report indicating overtime paid to date.
- B. Compensatory time shall be accumulated at the same rate as overtime pay (i.e. Time and one-half (1½) or double time). Additionally, compensatory time, may, in accordance with the FLSA, be accumulated to a maximum of 240 hours, may be carried over annually and is payable 1) at the time of separation from service, or 2) promotion or transfer to a different unit with more restrictive provisions on the accrual and payment of compensatory time.

Compensatory time may be taken in segments of one hour unless some other arrangement is agreed upon by the employee and his/her department head or supervisor.

However, an employee must request in writing the use of compensatory time. Any request made at least (2) two weeks in advance of the time requested shall be answered by the department head or supervisor within (3) three working days from the receipt of the request. Any request made at least (2) two working days prior to the time requested shall be answered by the department head or supervisor within one (1) working day from the receipt of the request, except in the case of a valid emergency. Any emergency request must state the reason. Requests for compensatory time off shall not be unreasonably denied.

**Section 9.4** For the purposes of computing overtime pay for employees in the title of Community Service Officer, the provisions of the CSEA Labor Agreement (Article 9) shall apply. However, eligibility for such pay shall be based on hours worked in excess of the employee's regular scheduled workweek, rather than the normal 36 ¼ workweek as outlined in Article 8 of the Labor Agreement.

**Section 9.5** An increment of fifteen cents per hour shall be paid to Community Service Officers for work performed between the hours of 4:00 p.m. and 8:00 a.m., provided at least six hours per day are worked during these hours on a regular shift basis. The night shift differential shall also be paid for vacation and personal leave days as set forth in Article 8 and 15 of the Labor Agreement. Provided the employee received night shift differential for the majority of hours for which he/she was paid during the calendar month preceding the taking of the vacation or personal leave in question. It is further agreed that such payment shall be included in the regular biweekly paycheck.

An increment of fifteen cents per hour shall be paid to all other bargaining unit employees who are scheduled to work a shift other than what is considered the normal day shift for all hours worked between 5:00 p.m. and 7:00 a.m.

Dog Control Officers shall receive a shift differential of fifteen cents per hour for the 3:00 p.m. – 11:00 p.m. shift.

**Section 9.6 - Call Time** – Any employee who has left work and is called in to work prior to the start of his/her next regularly scheduled work shift, shall receive a minimum of four (4) hours pay. The employee shall receive time and one-half (1 ½) pay for time actually worked and if four (4) hours is not worked, straight time shall be paid for the remaining time to the minimum of four (4) hours. This minimum payment shall not apply to an employee called out for emergencies while under a standby arrangement. The City reserves the right to have the employee work the entire four hours. Should the employee work beyond the four hours on a call assignment, they shall only be paid for the hours worked.

**Section 9.7 - Distribution of Overtime** – Overtime work shall be rotated on the basis of seniority among employees in the same job classification or similar classifications by work location among qualified employees who normally do such work under the supervisor responsible for assigning the overtime involved. Refusal of voluntary overtime shall be treated as overtime worked for the placement of the voluntary overtime roster. If no employee elects to accept the overtime assignment, it may be assigned on a mandatory basis to employees in reverse order of seniority. Any employee, who is passed over on the mandatory overtime roster as a result of him/her not being available for duty when mandatory overtime is distributed, shall retain his or her position on the mandatory overtime roster.

Claims involving alleged failures to comply with assignment of overtime shall be subject to the grievance and arbitration procedure.

Nothing contained in the Article shall form a basis for any claim for wages or overtime premiums for hours not worked.

A record of actual overtime hours worked by an employee will be maintained and made available for reasonable inspection by the appropriate CSEA representative.

**ARTICLE 10**  
**RETIREMENT PLAN**

**Section 10.1** The City agrees to pay the cost of coverage as required by the New York State Retirement and Social Security Law, Section 751 for those employees who became members of the system before July 1, 1976.

For those employees who became members of the system after July 1, 1976 the City agrees to pay the required employer cost of the Tier III Plan (Article 14 of the NYS Retirement and Social Security Law).

For those employees who became members after September 1, 1983, the City agrees to pay the required employer costs of the Tier IV Plan.

For those employees who became members after December 31, 2009, the City agrees to pay the required employer costs of the Tier V Plan.

For those employees who became members after April 1, 2012 the City agrees to pay the required employer costs of the Tier VI Plan.

**Section 10.2** It is understood, however, that it is the ultimate responsibility of the employee themselves to become enrolled in the Plan. And the City's liability is limited to paying the proper costs as billed by the State. Any questions concerning membership in the New York State Retirement System or benefits there under shall be directed to the Headquarters of the System in Albany, New York.

**ARTICLE 11**  
**HOSPITALIZATION AND MEDICAL COVERAGE**

**Section 11.1** Effective January 1, 2003 all bargaining unit members who had the BC/BS traditional indemnity plan changed either to BC/BS or POMCO PPO plan.

**A.** The City agrees to continue to provide health insurance coverage to members of the Association. The contribution to be paid by an employee with individual coverage will be \$5.00 per month and \$15.00 per month for an employee with dependent coverage.

Effective January 1, 2005, the employee contribution rate will increase to \$10 for single coverage and \$25 for family coverage. Effective January 1, 2008, the employee contribution rate will increase to \$15 for single coverage and \$30 for family coverage. Effective November 1, 2013 – member healthcare contributions shall be \$40 per month single coverage and \$80 for family coverage. Effective July 1, 2014 – member healthcare contributions shall be \$50 per month for single coverage and \$100 for family coverage. Effective July 1, 2015 – member healthcare contributions shall be \$60 per month for single coverage and \$120 for family coverage. The above listed monthly contributions for members will be deducted on a bi-weekly basis.

**B.** Effective 1/1/95 the deductible for the major medical portion of the health Plan will be \$125/year per individual contract and \$375/year per family contract.

- C. Effective the date of Common Council approval or January 1, 2004, whichever date comes later, increase the co-pay for prescription drugs from \$3 to \$5 for generic drugs and from \$10 to \$15 for brand name drugs. Effective January 1, 2008, increase the co-pay for brand name drugs from \$15 to \$20. Effective January 1, 2009 increase the co-pay for generic drugs and from \$5 to \$10. Effective May 1, 2012, increase co-pay for brand name drugs from \$20 to \$25 and decrease co-pay for generic drugs from \$10 to \$0.00.
- D. Effective February 1, 2000 increase the co-pay for doctor visits from \$10 to \$15. Effective 1/01/10, increase the medical visit co-pay from \$15 to \$25.
- E. Effective January 1, 2004, the City will implement a Vision Plan as determined by the Health Care Coalition at no additional cost to the employee for the term of this agreement. Effective January 1, 2005 the employee contribution rate will increase from \$5 to \$10 for single coverage and from \$15 to \$25 for family coverage.

**Section 11.2** It is understood that the City's obligation under this article is limited to making the required payments for those eligible employees who have actually enrolled in the Plan.

**Section 11.3**

- A. Coverage under the Plan will commence on the first day of the month following the completion of 90 calendar days of employment.
- B. The current practices regarding coverage after retirement shall continue.
- C. An employee will be eligible to receive medical insurance at the time of retirement if the following criteria are met:
  - 1. He/she must have 10 years employment (full or part time) with the City of Syracuse;
  - 2. He/she must be eligible to retire with a pension from the NYS Employees' Retirement System;
  - 3. He/she must immediately collect the pension upon leaving City Payroll; and
  - 4. He/she must be currently enrolled in the City's health plan.
- D. Coverage will terminate upon one of the following occurrences:
  - 1. Quit, termination or discharge, and
  - 2. Absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability in which case coverage will continue for up to a maximum of two years.

**Section 11.4** The City retains the right to change the carrier and/or the Hospitalization and Medical Plan during this contract term provided that:

- A. The Association is first consulted, and
- B. The replacement Hospitalization and Medical Plan offers benefits and services which are, on an overall basis, equal or superior to those of the present Plan. In the event of disagreement between the City and the Association, the matter will go directly to arbitration prior to any actual change in carrier, and no change in carrier or Plan shall be made until the arbitrator has determined the question of whether or not the benefits and services of the proposed new

plan, on an overall basis, are equal or superior to the present plan. This section shall not apply to changes of carrier and/or planned benefits, which are outside the control of the City.

**Section 11.5** There will be no medical insurance coverage of over \$3,000 for alcohol and substance abuse treatment without prior written approval of the City's designated physician.

**Section 11.6 - Worker's Compensation**

Effective January 26, 2004, employees on Worker's Compensation shall pay the current employee contribution rate for Health and Dental Insurance.

**ARTICLE 12**  
**DENTAL INSURANCE**

The POMCO-T-1 Plan or comparable benefit thereto as presently provided will be extended to members of the Association. Effective 7/1/95 the contribution rate to be paid by each employee enrolled in employee only Dental Plan will be \$8.35 per month and for family coverage Dental Plan will be \$16.52 per month.

Effective January 1, 2003 orthodontic coverage will increase from \$600 to \$1200 lifetime per family member.

**ARTICLE 13**  
**LEAVE OF ABSENCE WITH PAY**

**Section 13.1 - Sick Leave**

- A.** An employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment shall be eligible for sick leave.
- B.** Employees shall earn sick leave at the rate of 1¼ days per month. An employee who is on sick leave for the entire month does not earn any additional sick leave credits.

New employees hired after February 8, 1993 shall accrue sick leave from date of hire but shall not be eligible for sick leave usage until they have completed fifty-two (52) weeks of continuous service.
- C.** The City, at its option, may require a doctor's certificate after an employee is absent from work four (4) consecutive days or any six (6) non-consecutive days within one calendar year.
- D.** Where an employee has insufficient sick time accrued to be paid for a leave, such leave shall be considered an unauthorized absence and subject to disciplinary action unless such leave is covered by the qualifying criteria under the Family Medical Leave Act (FMLA).
- E.** If an employee is absent for more than 30 days within a calendar year, the City may require that employee submit to an examination by a physician appointed by the City at the City's expense. The findings of the physician shall be final and not grievable.
- F.** An employee may accumulate up to 230 days of sick leave, effective January 1, 2008.
- G.** Employees who are unable to perform the duties of their employment because of injuries received in the service of the City and who receive Worker's Compensation benefits shall be

eligible to receive a supplemental sum equal to the difference between their wages and their compensation benefits; but such supplemental sum shall be deducted from sick leave credits not to exceed the total amount of accumulation.

- H. Effective 1/1/08 employees who are unable to return to work after twelve (12) continuous months on Workers Compensation benefits shall be terminated under Section 71 of the NYS Civil Service law. All employees terminated under Section 71 shall be advised of their reinstatement /recall rights. Similarly, employees on Urban Renewal Payroll who are unable to return to work after twelve (12) continuous months on Workers Compensation benefits shall be terminated. Urban Renewal Payroll employees shall be advised, should they recover from their disability within one year of their termination date, they can be reinstated to their former position under the following conditions:
1. A doctor's certification, acceptable to the City, is provided which clears them to return to work with no restrictions and the City, at its sole discretion, may seek a second medical opinion from a physician paid for by the City; and
  2. their formerly held position is still vacant.

In those cases involving the urban renewal payroll where the formerly held position is not vacant or has been eliminated, the affected individual will be placed on a recall list for that position for a period of 36 months.

- I. **Sick Leave Conversion at Retirement** – Effective January 1, 2005, the City will implement Section 41-j of the New York State Retirement and Social Security Law. This section allows for up to a maximum of 165 days of unreimbursed sick days to be calculated towards service credit.
- J. Effective January 1, 2005, an employee may receive, at the time of retirement, a cash payment of \$15/day up to a maximum of 50 unused sick days in excess of 165 days for a total cash payment of \$750. Payment shall be made in the employee's final paycheck. Inclusion to the employee's final average salary for retirement benefit purposes shall be determined by the New York State Employees' Retirement System rules and regulations.

Example

- |                                     |      |       |
|-------------------------------------|------|-------|
| a) Accumulated and unused sick days | 200  |       |
| b) Less 165 days for 41j            | 35   |       |
| c) Dollar value per day             | \$15 |       |
| d) Final entitlement payment        |      | \$525 |

Effective January 1, 2008, an employee may receive, at the time of retirement, a cash payment of \$20/day up to a maximum of 60 unused sick days in excess of 165 days for a total cash payment of \$1,200. Payment shall be made in the employee's final paycheck. Inclusion to the employee's final average salary for retirement benefit purposes shall be determined by the New York State Employees' Retirement System rules and regulations.

Example

- |                                     |      |       |
|-------------------------------------|------|-------|
| e) Accumulated and unused sick days | 200  |       |
| f) Less 165 days for 41j            | 35   |       |
| g) Dollar value per day             | \$20 |       |
| h) Final entitlement payment        |      | \$700 |



Effective April 9, 2012, an employee may receive, at the time of retirement, a cash payment of \$20/day up to a maximum of 65 unused sick days in excess of 165 days for a total cash payment of \$1,300. Payment shall be made in the employee's final paycheck. Inclusion to the employee's final average salary for retirement benefit purposes shall be determined by the New York State Employees' Retirement System rules and regulations.

Example

e) Accumulated and unused sick days	200	
f) Less 165 days for 41j	35	
g) Dollar value per day	\$20	
h) Final entitlement payment		\$700

### **Section 13.2 - Bereavement Leave and Family Illness**

**A. Bereavement Leave** – Each employee in the defined bargaining unit shall be allowed up to four (4) working days with pay for each death of members of the family on satisfactory evidence of such. For purposes of this section the following relations of the employee shall be defined and shall be eligible for such time off: husband, wife, mother, father, daughter-in-law, brother, sister, son, daughter, grandfather of spouse, son-in-law, mother-in-law, father-in-law, grandfather, grandmother, grandson, granddaughter, brother-in-law, sister-in-law, and grandmother of spouse.

It is further agreed that each employee in the defined bargaining unit may be allowed any additional time off with pay in units not to exceed a maximum of four (4) days for the above mentioned family members, with the expressed and specific approval of the department head.

In the event of the death of an employee's stepmother, stepfather, stepchildren, aunts, or uncles, nieces, nephews, the employee will be given the day of the funeral off without loss of pay provided such day is a regular scheduled work day and the employee actually attends the funeral. In special circumstances, an additional day may be granted with the expressed and specific approval of the department head.

**B. Family Illness** – Employees within the defined bargaining unit shall be allowed to charge absences from work in the event of illness in the employee's family (as described in paragraph A and including stepparents and stepchildren) against accrued sick leave credits up to a maximum of eight (8) working days in any one calendar year. Requests for leave for family illness shall be subject to the approval of the department head. Such approval shall not be unreasonably withheld. Satisfactory documentation of such illness may be requested by the department head; if there is reason to believe the leave is being abused or in the case where the illness leave exceeds two consecutive days, medical documentation may then be required. Usage of the eight (8) sick days will not be charged against the provisions in Section 13.1C and 13.1D.

**Section 13.3** Effective 1/1/95 medical visits shall be permitted at the discretion of the department head but shall not be unreasonably denied and shall not exceed two (2) hours duration for a total of 24 hours per calendar year without loss of pay. It is agreed that application for this type of leave shall be made at least 24 hours in advance to the department head whenever practicable.

It is further agreed that employees that have reached the maximum of 24 hours or need more than the two (2) hours allotment may use other available time (i.e. sick time, vacation time, personal or compensatory time) in one hour increments.

**Section 13.4** Employees who are required to be absent from work to serve as jurors shall be paid for the time actually lost from work, less any amount received, by the employee as juror fees. Any employee in the defined bargaining unit who is subpoenaed as a witness in a court proceeding, other than those involving personal interest or personal interest of his/her relatives or friends shall receive leave with pay, provided that there is no compensation other than the usual subpoena fees. Employees who are required to be absent for one of the reasons set forth in this paragraph shall give the Department Head at least forty-eight (48) hours advance notice. Employees who are excused at any time before 12:30 on any days on which they are serving their civic duty must return to work for the remainder of the day.

**Section 13.5 - Personal Leave**

- A. It is agreed that each employee in the bargaining unit shall be entitled to three (3) personal leave days per year, except as pro-rated in 13.5C.
- B. An employee must apply for personal leave at least two (2) working days in advance of the time requested, except in the case of a valid emergency. This request must state the reason for the leave. Any request for personal leave shall not be unreasonably withheld.
- C. Personal leave days will be prorated for employees with less than one year of service according to the following basis: For those employees hired between:

January – April

May – August

September – December

3

2

1

- D. It is agreed that up to one day of this personal time may be taken in segments of one hour, notwithstanding other mutually satisfactory arrangements that may be agreed upon by the employee and supervisor.

**Section 13.6** It is agreed that the City shall notify each employee in the defined bargaining unit of the amount of earned time they have accumulated under the prior sections of this Article upon written request of the employee.

**Section 13.7 - Attendance at Compensation Hearings** – An employee shall receive time off with pay for those hours he/she is in attendance at a Worker’s Compensation hearing in which he/she is involved. He/she must provide the notice of such hearing to his/her supervisor no less than twenty-four (24) hours in advance of the hearing.

The employee is expected to return to work if a minimum of two (2) hours remains on his/her work schedule. This section shall only apply if the employee was regularly scheduled the day of the hearing and would have worked such hours but for his/her attendance at the Worker’s Compensation hearing.

**Section 13.8 - Employees Leave Donation Program** – Will be discussed in a special Labor Management Committee and such program will be implemented by 12/31/99.

**ARTICLE 14**  
**LEAVE OF ABSENCE WITHOUT PAY**

**Section 14.1** An employee shall be granted a leave of absence without pay for a period not to exceed two years for any reason deemed appropriate by the Department Head, approved by the Mayor and based upon his/her recommendation. Said leave, however, shall not be granted to engage in other employment. Except in the case of military service, no leave shall be extended so that the total amount of time exceeds two years.

**Section 14.2** The employee may be requested to submit a doctor's certificate upon return to work to certify the ability to perform the duties of the position.

**Section 14.3** At the time of requesting the leave of absence without pay, the employee shall specify in writing the dates and the reasons for which they desire the leave, and shall forward it through the appropriate supervisory channels to the Department Head and then to the Mayor or his/her designee.

## **ARTICLE 15** **VACATIONS**

**Section 15.1** The vacation period shall begin on April 1 of a given year and end on March 31 of the following year. To be eligible for a vacation, an employee must have had earnings in at least half of the payroll periods in the twelve months prior to the April 1 in question. In the case of an employee with less than 12 months of continuous service, this requirement will be met if the employee has had earnings in at least half of the payroll periods since the commencement of his/her employment.

### **Section 15.2**

**A.** The vacation to which an eligible employee is entitled shall be determined by his/her seniority as of April 1 of the vacation period in question in accordance with the following schedule:

<b><u>Seniority as of April 1</u></b>	<b><u>Vacation</u></b>
6 Months	1 week
1 year or more	2 weeks
5 years or more	3 weeks
11-12 years	3 weeks and 1 day
13-14 years	3 weeks and 2 days
15 years or more	4 weeks
20 years or more	4 weeks and 1 day
25 years or more	5 weeks

**B.** To be eligible to take vacation, an employee must have completed 6 months of service.

**Section 15.3** Employees whose continuous service as of April 1 is either (1) less than six months, (2) over six months but less than one year (3) over four years but less than five years, (4) over 14 but less than 15 years, shall receive an additional week's vacation on a prorated basis rounded off to the nearest full day. An employee whose seniority as of April 1 was four years and eight months will receive a paid vacation of two weeks plus 8/12 of a third week, (i.e. three days).

**Section 15.4** One week's vacation shall consist of five working days off. One week's vacation pay shall equal a normal week's pay at the employee's regular straight time rate of pay. If a holiday falls within an employee's vacation, the employee shall receive an additional day off with pay.

**Section 15.5** Insofar as practical, vacations shall be requested at least three (3) working days in advance of the time requested and granted at the time most desired by the employee.

An employee's written request for use of accrued vacation credits shall be answered in writing no later than three (3) working days after receipt. Where a request is denied, management will provide a written reason for the denial. In the event that more employees request the same vacation, personal or compensatory time off than can reasonably be spared for operating reasons, preference will be given on the basis of seniority. However, once an employee's time has been approved, there will be no "bumping" of that approved time by a more senior employee at a later date.

**Section 15.6** If an employee has not had or scheduled his/her vacation prior to November 15 it shall be scheduled for him/her by the City for some time prior to the end of the vacation period. Vacations not taken by this March 31<sup>st</sup> date will be forfeited unless written permission to carry over said vacation into the next period is given by the Department Head with his/her sole discretion.

**Section 15.7** Any employee, except a probationary employee, who is laid off, discharged, retired or separated from the service of the City, for any reason, after April 1 but prior to taking his/her vacation shall be compensated in cash for the unused vacation he/she has become entitled to on April 1. In the case of a death of such employee, such payment shall be made to his/her estate.

**Section 15.8** Vacation time off will be taken in consecutive days unless some other arrangement is agreed upon by the employee and his/her Department Head.

**Section 15.9** An employee may accumulate up to twenty days of vacation to be taken at some future time provided said accumulation is approved by the Department Head.

**Section 15.10** Any employee who elects to work on his/her vacation day shall be either compensated for the vacation day and be compensated at time and one half for any hours worked on that day or be permitted to reschedule the vacation day and work the regular hours at straight time.

## **ARTICLE 16** **HOLIDAYS**

### **Section 16.1**

**A.** It is agreed that each employee in the defined bargaining unit shall receive the following holidays during the course of this Agreement:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Lincoln Birthday shall become a floating holiday which must be taken during the calendar year in which it occurs. Employees desiring such holiday must submit a written request at least three (3) days in advance and approval of such day by the Department Head will be contingent on operational needs. It is furthermore understood by the parties that the Mayor can give other times off at his/her discretion.

B. If a holiday falls on Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the succeeding Monday. It is understood by the parties that the date of observance of the holidays falling on Saturday and Sunday may be changed upon mutual agreement of the parties.

**Section 16.2** An employee will be eligible to receive holiday pay only under the following conditions:

A. If he/she works the day before and the day after a scheduled holiday;

B. He /she is on the approved paid absence the day before and the day after the holiday; or

C. He/she is off the active payroll because of a layoff or leave of absence, which commenced seven (7) days or less prior to the celebrated holiday.

**Section 16.3** If an employee works on a holiday, he/she will receive one and one-half times (1 ½) his/her hourly rate of pay for all work performed. This payment will be in addition to the employee's regular pay for the holiday.

**Section 16.4** In recognition of the fact that Community Service Officers do not receive the above holidays as days off nor do they receive time and one-half for work on holidays, such Community Service Officers shall receive additional payment whether or not the said employees shall be required to work on such days. The payment shall be included in the first paycheck in November.

## **ARTICLE 17** **HEALTH AND SAFETY**

**Section 17.1** The City shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment.

**Section 17.2** All employees in the defined bargaining unit shall be covered under the provisions of the Workers Compensation Law.

**Section 17.3** Rainwear and protective clothing shall be provided by the City for employees requiring such outfitting.

**Section 17.4** A Health and Safety Committee will be formed. This committee will consist of three (3) members. From both the Union and City, one of which may be the Unit President and the Director of Personnel. Such committee shall meet on a quarterly basis to review and discuss items of health and safety which are of mutual concern. Additional meetings may be scheduled subject to mutual agreement.

## **ARTICLE 18** **PROMOTIONS**

**Section 18.1** Where ability is equal, employees with the longest seniority shall be promoted to higher-rated job openings when such job openings occur. It is agreed that the higher-rated jobs shall be filled, when applicable, in full accordance with the State Civil Service Law, the rules and regulations of the Onondaga County Department of Personnel in its capacity as the Civil Service agent of the City of Syracuse and the Judicial Conference of the State of New York. For purposes of this section, it is agreed that the burden of proof be on the Association, in the event that a formal grievance is filed.

**Section 18.2** When an opening does occur (except for an opening in the Information Aide, Clerk I and Telephone Operator titles), the City agrees that it shall post the position for a period of ten (10) working days in conspicuous places throughout the facilities so that each employee can have an opportunity to compete for the position. The union president shall also receive a copy of the posting. The City agrees that whenever possible, all promotions shall be made from within the defined bargaining unit.

The posting shall state:

- A. Posting number and job title
- B. Pay grade with salary range
- C. Department, division, bureau
- D. Minimum qualifications
- E. Description of job duties, where necessary
- F. Closing date of posting reference to existing Civil Service eligible list; and
- G. Any language required by statute of law.

The posted position shall be filled within ninety (90) calendar days after the closing of the posting. If the City fails to fill the position within the ninety (90) calendar-day period, the position must be reposted again in accordance with this Section. Any reposting of positions in accordance with this provision may be waived by mutual consent of the City and the Union.

Within ten (10) workdays of the closing of the posting, the Union President shall be provided with a list of all employees with seniority date who have applied for the position. In addition, the Union President will be notified in writing of the name of the employee who was awarded the position as soon as administratively possible.

For those openings within the Community Development department and/or under the Urban Renewal payroll, the posting must also state, in bold type:

**“THIS POSITION IS NOT COVERED UNDER CIVIL SERVICE LAW, RULES OR REGULATIONS BECAUSE IT IS FUNDED UNDER THE URBAN RENEWAL PAYROLL. THERE IS NO CIVIL SERVICE COMPETITIVE EXAMINATION REQUIRED. CIVIL SERVICE PROTECTIONS SUCH AS LAYOFFS, BUMPING, RETREATING OR REINSTATEMENT RIGHTS DO NOT APPLY. HOWEVER, THE LABOR AGREEMENT PROVIDES CERTAIN PROVISIONS FOR LAYOFFS, BUMPING AND RECALL RIGHTS FOR THIS POSITION. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE SPECIFIC RIGHTS OF THIS POSITION, CONTACT THE PERSONNEL OFFICE”**

**Section 18.3** The City agrees that henceforth all positions covered by the Collective Bargaining Agreement either on the City of Syracuse or Syracuse Urban Renewal Agency payroll which are filled by reason of a placement thereto from a public service employment program such as CETA or EEA or any similar public service employment program, shall be filled only pursuant to the requirements of Article 18 (Promotions) of the Collective Bargaining Agreement, The City expressly agrees that such placement be posted in conspicuous places throughout the facilities of the employer for at least ten (10) days prior to such placement.

## **ARTICLE 19**

### **PROBATIONARY EMPLOYEES**

**Section 19.1** Each employee who enters the bargaining unit shall serve a probationary period of a minimum of eight (8) to a maximum of fifty-two (52) weeks.

**Section 19.2** Upon completion of the probationary period, an employee shall receive all benefits afforded to all regular permanent employees. Prior to completion of the probationary period, a probationary employee is eligible for the following benefits:

- A. Health and dental coverage as outlined in Article 11 & 12
- B. Medical visits as outlined in Section 3 of Article 13

- C. Holidays as outlined in Article 16
- D. Retirement Plan as outlined in Article 10
- E. Personal Leave as outlined in Article 13
- F. Sick Leave as outlined in Article 13.1B.1
- G. Vacation Days as outlined in Article 15.2.B

**Section 19.3** Any periods of authorized absence aggregating up to ten (10) work days during the probationary term, may, at the discretion of the City, be counted as time served in the probationary term. The probationary term of any employee shall be extended by the number of work days of his/her absence which, pursuant to this Section, are not considered as time served in the probationary term.

Notwithstanding the above, the City reserves the right to delete, pro-rate, modify, or continue the benefits of those probationary employees who, immediately preceding his/her transfer into this bargaining unit, were City employees.

**Section 19.4** The probationer's supervisor or department head shall observe his/her conduct and performance and, at least two weeks prior to the end of the probationary term, shall report thereon in writing to the Office of Personnel and Labor Relations with a copy to the union president. The supervisor of the department head shall also, from time to time during the probationary term, advise the probationer of his/her status and progress. A probationer whose services are to be terminated for unsatisfactory service shall receive written notice at least one week prior to such termination with a copy to the union president and, upon request, shall be granted an interview with the department head or his/her designee with such union representation present. If the department head or his/her designee terminates a probationer upon immediate notice, said probationer shall be entitled to five (5) days pay following the date of said termination.

Notwithstanding, it is agreed that a probationary employee may be disciplined or discharged at the sole discretion of the City and he/she shall not have the right to seek relief pursuant to the Grievance and Arbitration procedure of this Agreement. The probationary employee is also not entitled to any pre-disciplinary hearing in accordance with Loudermill Procedures.

## **ARTICLE 20**

### **JOINT STANDING COMMITTEE**

**Section 20.1** The City and the Association shall each designate up to three representatives to form a Joint Standing Committee.

**Section 20.2** Such committee shall have monthly meetings held at a time convenient to the parties during either the first or second calendar week of each month.

**Section 20.3** The purpose of the Joint Standing Committee shall be to attempt an amicable settlement of any grievance that was served under Step 2 of the grievance and arbitration procedure the prior month and to otherwise discuss and consider matters of mutual concern including terms and conditions of employment. Any Memorandum of Understanding arrived at will have such force and effect as the parties agreed and may be used as a basis for the formal inclusion in any successor agreement.

**Section 20.4** The Joint Standing Committee shall have the responsibility to discuss and review all salary allocations of any positions covered by this Agreement that are proposed by the City and/or



the Association. Any recommendations that are made by the Joint Standing Committee for salary reallocation changes for existing job titles must then receive the approval of the City Office of Management and Budget and the Association's Executive Board for implementation.

**ARTICLE 21**  
**DISCIPLINE AND UNSATISFACTORY PERFORMANCE**

**Section 21.1 - Discharge, Discipline and Other Penalties:** The City shall have the right to discharge or to otherwise discipline an employee for just cause.

**Section 21.2 - Procedures:**

A. Within five (5) work days after the discipline of an employee covered by this Agreement (or sooner, if practicable), the City will provide the disciplined employee, the department's Union steward and the Union president, with a written statement of the reason for which the discipline was imposed. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure (including the arbitration step if necessary). If such an employee is covered by Section 75 of the Civil Service Law, it may be processed either by the grievance and arbitration procedure or by a hearing as provided by said section of Civil Service Law, as such employee may elect. The election of either procedure precludes the use of the other.

Where the disciplinary action involves a suspension without pay or a discharge, the Association, at its discretion, may file for arbitration immediately after the employee elects in favor of arbitration under paragraph B below.

Notwithstanding this, the parties may mutually agree to waive Step 1 and Step 2 of the grievance procedure while the application for arbitration is being processed. The City and the Union will use reasonable efforts to schedule the arbitration, if such is elected, within 30 days of the imposition of the discipline and the arbitrator will be requested to render the decision within 30 days of the hearing.

B. Such employee must indicate in writing to the Department Head within five (5) work days of notification that disciplinary action is being imposed, that he/she elects either to exercise his/her rights under the grievance and arbitration procedure or the rights provided by Section 75. Failure to exercise such options as provided will automatically foreclose use of the grievance and arbitration procedure.

C. This Article shall not apply when the employee has allegedly committed an act which amounts to a violation of the Penal Law of the State of New York.

In those cases covered by this Section, employees who have completed their initial probationary period with the City and who are disciplined by the City shall be given, whether or not entitled by statute, a Section 75 hearing.

**Section 21.3 - Representation:** The City shall inform CSEA employees who are facing a possible disciplinary action that they have the right to request Union Representation.

**ARTICLE 22**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 22.1** For the purpose of this Agreement, a grievance shall be defined as any dispute or controversy between an individual or the Association covered by this Agreement and the City arising out of the interpretation of application of an express provision of this Agreement.

The following procedure shall be used for the settlement of grievances arising under this contract.

**Step 1.** A grievance shall be first raised by the grievant and/or his/her Association grievance committee person to the grievant's immediate supervisor.

**Step 2.** A grievance unresolved after Step 1 shall be reduced to writing with a statement of the facts surrounding the grievance and the specific nature of the grievance, signed by the grievant, and a copy served on the Mayor or his/her designee. The grievance will then be considered by the Joint Standing Committee at its next monthly meeting.

**Step 3.** If the grievance remains unsolved after Step 2, the Mayor, or his/her designee, shall serve a written answer to the grievance upon the Association within ten (10) working days after this Joint Standing Committee meeting. If the parties mutually agree, there may be an additional meeting between the Mayor and/ or designee and the Association's Labor Specialist and /or designee.

**Step 4.** If the grievance remains unresolved and if the grievant involves an alleged violation by the City of an expressed provision of this Agreement and if the Association wishes to process the grievance further, then the Association may submit the grievance in writing (copy to the Mayor) to the American Arbitration Association or the PERB Grievance Arbitration Service and the Cornell Alternative Dispute Resolution (ADR) for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations.

The decision of the arbitrator shall be final and binding on both parties to this Agreement. The fees and expenses of the arbitrator shall be shared equally by the City and the Association.

**Section 22.2** The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement, not to render any decision which conflicts with a law, regulation, directive or ordinance binding on the City, nor to imply any obligation upon the City which is not specifically set forth in this Agreement. Awards may not be retroactive beyond one week prior to the service of the written grievance upon the City.

**Section 22.3** If a written copy of the grievance was not served on the City within 10 working days of the act, occurrence of event giving rise to the grievance, or if the grievance was not submitted in writing to the American Arbitration Association or the PERB Grievance Service within thirty (30) days after its consideration by the Joint Standing Committee, the grievance will be deemed waived and there shall be no right to arbitration.

**Section 22.4** Time limits in the grievance procedure may be extended, but only by written, mutual agreement.

**ARTICLE 23**  
**OUT-OF-TITLE WORK**

**Section 23.1** No person shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by the City during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he or she has been duly appointed, transferred, or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations.

**Section 23.2** The term “temporary emergency” shall mean a non-recurring situation or circumstance of limited duration which might impair the City’s goals, interfere with the proper discharge of its responsibilities or present a clear danger to persons or property. An emergency exceeding 60 days shall not be considered a temporary emergency, and upon expiration of such 60 working days, the employee shall be returned to his or her proper employment unless mutually agreed upon by the Union and the City to extend the 60 working days limit.

**Section 23.3** Employees directed to perform duties of a higher classification not common to their current classification shall be paid the difference between their classification and the higher classification from the first day of the assignment up to a maximum of 60 working days, unless mutually agreed upon by the Union and the City to extend the 60 working days limit, thereby the employee shall be paid the difference between their classification and the higher classification to the extended period.

**Section 23.4** The employee of the union may seek relief pursuant to the grievance and arbitration procedure of this agreement for any violation of this article.

**ARTICLE 24**  
**RECLASSIFICATION PROCEDURE**

“Reclassification” and “classification” shall be determined in accordance with the applicable sections of the Civil Service Law as amended.

**Step 1** Initial Presentation: Any employee who sincerely believes that he/she is continually performing “out-of-title” work shall have the right to confer regarding same with his/her Department head and shall have the further right to be represented by an Association Representative during said conference. Within ten (10) calendar days following said conference, the Department head shall be required to make a decision in writing setting forth his/her reasons therefor and shall serve same upon the employee.

In the event the City decides in the employee’s favor, the City shall, in cooperation with the employee or Association Representative, prepare the necessary material to reclassify the position within the City and forward the material to the Personnel Department or adjust the employee’s duties to conform to his/her existing title. The position shall then be filled on a provisional basis by the employee after it is reclassified by the County Personnel Department and the employee shall be required to fulfill any examination requirements imposed under Civil Service Law. However, if the problem is not satisfactorily resolved in Step 1 of this Article, it can be presented in writing and proceed to Step 2.

**Step 2** In the event the matter is not resolved satisfactorily to the employee, the said employee shall have the further right to pursue the matter pursuant to Section 61 of the Civil Service Law.

**ARTICLE 25**  
**SENIORITY**

**Section 25.1** Seniority shall be defined as length of continuous full-time service within the employ of the City of Syracuse in a job covered by this collective bargaining agreement, and shall accrue from the date the employee was first hired, or in the case of a break in service as defined in Section 2, from the date of rehire. When two or more employees are hired on the same date, surnames, alphabetically arranged, shall govern seniority.

**Section 25.2** Effective 1/1/08 all seniority rights shall be terminated by:

- A. A quit or retirement;
- B. Justifiable discharge or termination;
- C. Absence due to a non-work related physical disability which continues for a period of one (1) year;
- D. Absence due to a disability incurred during the course of employment (Worker's Compensation status) on or after January 1, 2008, regardless of any previous work-related injuries, which continues for a period of twelve (12) months;

Such a work-connected disability shall not break seniority, provided the employee is returned to work within five (5) working days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. Seniority, however, will be tolled for the duration of any absence from work in excess of two years.

- E. Failure to return to work after recall from layoff; or
- F. Failure to return to work after the expiration of a leave of absence.

**Section 25.3** Should an employee be hired within one year of termination of his/her seniority, the City and the Association may, if mutually agreeable, restore such employee's seniority.

**Section 25.4** Within thirty (30) days of the execution of this Agreement, the City shall post a list showing the bargaining unit seniority, as defined in Section 1, of each employee covered by this Agreement. Such list also contains an employee's total length of continuous service with the City for vacation purposes. A copy of this list shall be supplied to the Association at the time of its posting. This list shall be final and binding upon the parties (unless they agree otherwise by mutual written agreement), unless a grievance is filed with respect to changes in the seniority list from the time of last posting, within the time limit specified in Article 20. If more than one grievance is filed with respect to changes in the seniority list from the time of last posting, then all such grievances shall be arbitrated in a single proceeding, if the parties are unable to resolve such grievances by mutual agreement. When the initial seniority list is posted, the Association shall have thirty (30) days in which to grieve any names on the new posting.

**Section 25.5** Should an employee be promoted to a position outside of this bargaining unit, the bargaining unit seniority of said employee shall be discontinued after a period of one year, at which time his/her bargaining unit seniority shall be terminated. If, within one year, the employee desires to return to this bargaining unit, he/she may so return to his/her previous job at the then applicable rate within the unit at that time, and others who have been moved because of this vacancy will likewise be returned to their former positions. The right to return the employee's previous bargaining unit job shall not apply when the person involved was discharged or subject to discharge from his/her supervisory position outside the bargaining unit because of just cause, provided such discharge was not overruled in any hearing procedure.

**ARTICLE 26**  
**LAYOFF AND RECALL**

**Section 26.1 - Layoffs and Recalls Covered by Statute.**

Layoffs and recalls for employees in job classifications for which required layoff and recall procedures are set forth in the New York State Civil Service Law shall be conducted in accordance with those statutory provisions.

**Section 26.2 - Layoffs and Recalls Not Covered by Statute.**

Employees in job classifications for which there are no statutorily required layoff and recall procedures will be subject to the following procedures.

- A. When a department engages in job abolishment or a reduction in force in one of its classifications, employees in the job classification involved within that department will be laid off in reverse order of seniority with the City.
- B. Employees who have been displaced from their job classification under the provisions of paragraph A., above, may elect within five (5) days of notice of such displacement, to exercise seniority rights by bumping the least senior employee in a lower rated classification in their department which they formerly held, so long as that lower rated classification is not itself covered by the Civil Service Law (e.g. Is non-competitive or of the labor classification, or an unclassified position in Community Development).
- C. Laid off employees shall be placed on a recall list for a period equal to their seniority with the City or thirty six (36) months, whichever is shorter. Such employees will be recalled by seniority to the job from which they were laid off as vacancies may arise in the department involved so long as such job is not covered by Civil Service.

**Section 26.3 - General**

- A. An employee called to work shall be given notice to that effect mailed to his/her latest address on file in the City's Personnel Office by telegram, or registered or certified mail. The employee must return to work within seven (7) days of notification. Another mutually satisfactory reporting time between the department head and the employee is allowed, however, under no circumstances can the recall time exceed fourteen (14) days from the date of the recall letter.
- B. The provisions of this Article shall not apply to layoffs of less than ten (10) consecutive working days. The article shall not apply where there are contrary procedures set forth in the applicable Civil Service Law or Regulations.
- C. Except in emergencies, the City will consult with the Union prior to implementing any notice of layoff and will give seniority employees twenty (20) calendar days notice of any lay off.

**ARTICLE 27**  
**PRODUCTIVITY**

The Union and Management recognizes the necessity of continuous improvement in productivity throughout the City's operations covered by the collective bargaining agreement and in this connection will urge their respective representatives, members, and employees to cooperate in accomplishing this result.

**ARTICLE 28**  
**QUITS**

Any employee who is absent from work for fifteen (15) or more consecutive days without having given prior notification to and without having been excused by the City shall be considered a quit.

**ARTICLE 29**  
**GENERAL PROVISIONS**

**Section 29.1 - Pledge against Discrimination and Coercion:**

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The union shall share equally with the City the responsibility for applying this provision of the Agreement.
- B. All references to employees in the agreement designate both sexes, and wherever the male gender is used, it should be construed to include both male and female employees.
- C. The Union recognizes its responsibility as the sole and exclusive representative of this bargaining unit and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**Section 29.2 - Notification on Employees:**

- A. The City agrees to notify the Union on a monthly basis of all new employees hired who are covered by the terms of this contract, together with the job title, department, social security number, and home address of each new hire. The City also agrees to submit a list of terminated employees on a monthly basis to the Union President.
- B. The City further agrees to submit to the Union by the first week in December, a listing of all employees covered by the terms of this contract, together with the job title, department, social security number and home address.
- C. The City agrees to provide the Union on a quarterly basis as to all new titles (except those in excluded Department Bureaus), which have been created and as to whether such new titles have been placed by the City within, or outside the unit covered by the contract. Upon Union request, the City will discuss the appropriateness of the placement made.
- D. The City agrees to provide the Union with copies of letters of resignation, if available, from an employee covered under this agreement.

E. If an appointment letter is given to a new employee, a copy of such will be forwarded to the President of the Association.

**Section 29.3 - Calendar Creep**

In order to avoid the problems caused by calendar creep, in the payroll years where there are 27 bi-weekly payroll checks, the City agrees to pay 27 payroll checks at the 1/26 rate.

**Section 29.4**

**A. Parking in the City Lot #3**

CSEA bargaining unit members who work in City Hall or City Hall Commons and are required to use their personal vehicles on a daily basis to perform their work duties shall be given preference, along with similarly situated City employees, on the waiting list for the next available opening in City Lot #3. However, nothing contained in this article diminishes the Union's right to the grievance/arbitration procedures as outlined in this contract.

**B. Parking for Members Assigned to the Public Safety Building**

Beginning November 1, 2013, members assigned to the Public Safety Building will have the option to park in a nearby parking facility designated by the City, at a monthly rate commensurate with the rate paid by CSEA members parking at the Washington Street Garage.

**Section 29.5**

The City retains the right as provided in Article 3 Management Rights to subcontract if deemed necessary. In the event the City, by exercising this right, causes the possible loss of a job of any member of this bargaining unit, the City shall make every reasonable effort to place such employee in some other position providing the employee is qualified for such.

If there is no position available, the City agrees to negotiate the impact of possible job loss/layoff of the effected employee(s).

**Section 29.6** The following vacant purchasing titles will be placed in managerial/confidential status and exempt them from CSEA representation because they are now part of the Executive Department in the Office of Management and Budget:

Purchasing Analyst II

Buyer II

Buyer I

Similarly, when the present incumbents vacate the titles below, their positions will become exempt from CSEA representation.

Purchasing Analyst III

Purchasing Analyst II

Purchasing Contract Clerk

Information Aide

All titles listed except Purchasing Contract Clerk have no CSEA Representation status.

**Section 29.7** The City will provide office space for the CSEA Union President, located in either City Hall or City Hall Commons. It is understood and agreed that this space which may be relocated from time to time will be provided by the City subject to availability and/or the City's operational needs as determined by the City.

**ARTICLE 30**  
**SAVINGS CLAUSE**

**Section 30.1** Should any term or provision of this Agreement be in conflict with any State or Federal statute or any other rule, regulation or order which is legally binding upon the City, including applicable Civil Service rules and regulations, then such law or rule or regulation shall prevail and the conflicting term or provision of this Agreement shall be deemed null and void. In such event, however, all terms and conditions of this Agreement shall continue in full force and effect.

**Section 30.2** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**Section 30.3** This Agreement shall be binding upon the parties hereto and upon their successors and assigns, including any other employee organization with whom the employees covered by this agreement may become affiliated.

**ARTICLE 31**  
**LENGTH OF AGREEMENT**

**Section 31.1** Neither party to this Agreement shall make or attempt to make any alteration, modification, change or variation in any of the items expressly and specifically covered by this Agreement without written mutual consent.

**Article 31.2** This Agreement shall be effective as of the 1<sup>st</sup> day of January 2012 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2015.

**ARTICLE 32**  
**FINANCIAL DISCLOSURE**

**See Appendix H**



**SIGNATURES**

I witness whereof, the parties hereto have set their hands and seals.

**CITY OF SYRACUSE**

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

\_\_\_\_\_Date: \_\_\_\_\_  
Stephanie A. Miner, Mayor

\_\_\_\_\_Date: \_\_\_\_\_  
Marc Romano, Unit President

\_\_\_\_\_Date: \_\_\_\_\_  
Derrek T. Thomas, Director of Personnel

\_\_\_\_\_Date: \_\_\_\_\_  
Frank Antonucci, Labor Relations Specialist

APPENDIX A

TITLE	GRADE	TITLE	GRADE
Abstract Clerk.....	15	Chief Draftsman.....	10
Account Clerk - Typist I.....	4	Civil Engineer I.....	13
Account Clerk - Typist II.....	6	Civil Engineer II.....	15
Account Clerk - Typist III.....	8	Civil Engineer III.....	16
Account Clerk I.....	4	Clerk I.....	1
Account Clerk II.....	6	Clerk II.....	4
Account Clerk III.....	8	Clerk III.....	8
Accountant I.....	11	Clerk of Works I.....	11
Accountant II.....	15	Clerk of Works II.....	13
Administrative Aide.....	7	Closed Circuit TV Operator.....	10
Administrative Aide / Graphics I.....	7	Code Inspector I.....	10
Administrative Aide / Graphics II.....	8	Community Development Clerk.....	8
Administrative Analyst I.....	11	Community Development Worker.....	8
Administrative Analyst II.....	13	Community Service Officer.....	6
Administrative Assistant.....	10	Computer Equipment Maintenance Specialist.....	10
Administrative Track Case Coordinator.....	13	Computer Technology Specialist.....	14
Arborist.....	16	Complaint Clerk.....	6
Architect I.....	13	Complaint Investigator.....	8
Architect II.....	15	Console Operator.....	11
Architect Construction Manager.....	14	Construction Inspector II.....	12
Architect Technician.....	11	Construction Investigator.....	9
Asphalt Recycling Plant Operator.....	11	Control Clerk.....	8
Asphalt Recycling Plant Supervisor.....	13	Control Clerk Supervisor.....	11
Assessment Clerk.....	4	Cost Analyst.....	11
Assistant Cashier.....	5	Craft Shop Manager.....	6
Assistant Engineer.....	9	Creek Guard.....	6
Assistant Lead Coordinator.....	8	Data Entry Equipment Operator.....	2
Assistant Property Manager.....	10	Data Entry Supervisor.....	8
Assistant Public Program Supervisor.....	9	Data Processing Machine Operator I.....	3
Assistant Recreation Supervisor.....	7	Data Processing Machine Operator II.....	4
Attendant.....	6	Delinquent Tax Clerk.....	10
Auditor I.....	11	Demolition Coordinator.....	15
Auditor II.....	13	Demolition Inspector.....	13
Auditor III.....	15	Demolition and Vacant Structure Specialist.....	13
Bituminous Lab Technician.....	13	Deputy Assessor.....	9
Boiler Inspector.....	8	Director of Zoning and Permit Control.....	9
Building Inspector I.....	9	Dog Control Officer.....	8
Building Maintenance Worker.....	4	Dog Control Officer II.....	9
Buyer I.....	6	Drafting Technician I.....	6
Buyer II.....	9	Drafting Technician II.....	8
Cannon Street Center Coordinator.....	6	Duplicating Machine Operator.....	2
Career Advisor.....	11	Duplicating Machine Operator II.....	7
Cashier.....	6	Economic Dev. Zone Business Developer.....	11
Chemist I (Forensic).....	14	Economic Dev. Zone Job Developer.....	11
Chemist II (Forensic).....	16		

Educational Coordinator.....	13	Manager .....	9
E.E.O. and Wage Compliance Specialist....	13	Office Automation Support Technician.....	11
Electrical Inspector I .....	11	Office Automation Analyst .....	12
Electrical Inspector II .....	13	Park Guard .....	7
Electronic Equipment Technician I.....	11	Parking Checker I .....	4
Elliot Fisher Machine Operator .....	4	Payroll Clerk.....	10
Employment Services Aide.....	6	Personnel Aide .....	6
Employment Services Assistant.....	8	Photographer .....	6
Employment Services Specialist.....	11	Plans Examiner I .....	11
Employment Services Specialist II.....	12	Plans Examiner II.....	13
Employment & Training Intake Worker I ...	5	Police Matron .....	7
Employment & Training Intake Worker II..	8	Principal Account Aide.....	10
Employment and Training Manager.....	12	Program Aide .....	8
Engineering Aide III .....	9	Programmer I .....	12
Engineering Coordinator .....	14	Programmer II.....	14
Engineering Technician I .....	10	Property Coordinator.....	11
Engineering Technician II .....	12	Property Management Vacant Building Coordinator .....	10
Examiner of Claims.....	9	Property Rehabilitation Specialist .....	13
Financial Specialist.....	11	Public Information Specialist .....	10
Forensic Scientist (BIO) .....	14	Purchasing Analyst I .....	11
Forester .....	9	Purchasing Analyst II.....	12
Geographic Information Specialist .....	14	Purchasing Analyst III .....	16
Geographic Information Specialist II .....	15	Purchasing Contract Clerk .....	10
Graphic Technician .....	10	Real Estate Specialist .....	14
Heating Inspector I .....	8	Real Property Appraiser .....	13
Housing Inspector I .....	10	Real Property Appraisal Aide.....	9
Housing Sales Specialist.....	11	Recreation Activity Specialist .....	7
Housing Specialist.....	12	Recreation Leader .....	6
Information Aide.....	1	Recreation Program Director .....	13
Inventory Control Supervisor .....	9	Recreation Supervisor - Arts and Crafts ...	10
Junior Accountant .....	8	Recreation Supervisor I.....	9
Lab Technician.....	8	Recreation Supervisor II .....	10
LAN Technical Support Specialist.....	12	Rehabilitation Analyst.....	13
Landscape Architect I.....	13	Rehabilitation Specialist.....	11
Landscape Architect II.....	15	Relocation Assistant .....	10
Landscape Field Technician .....	8	Relocation Coordinator.....	10
Lead Coordinator I.....	6	Research Aide.....	7
Lead Coordinator II .....	12	Research Technician I.....	11
Lead Risk Assessment Coordinator .....	13	Research Technician II .....	13
Legal Liaison.....	7	Restoration Construction Inspector .....	9
Legal Stenographer .....	6	Sealer of Weights and Measures.....	10
Maintenance Worker II.....	8	Secretary.....	4
Marketing Specialist .....	11	Senior Business Development Specialist ...	13
Messenger .....	2	Senior Citizen Community Service Coordinator .....	10
Meter Reader .....	5	Senior Complaint Investor.....	12
Meter Reader II.....	7	Senior Construction Coordinator .....	15
Neighborhood Detached Worker I.....	6	Senior Engineer .....	16
Neighborhood Detached Worker II.....	9		
Neighborhood Services Aide .....	8		

Senior Finance Specialist.....	13
Senior Lead Coordinator.....	15
Senior Maintenance Worker .....	8
Senior Property Rehab Specialist.....	15
Senior Recreation Leader .....	7
Senior Real Property Appraiser .....	15
Senior Events Coordinator.....	10
Specialist Specification Writer .....	10
Stenographer I .....	3
Stenographer II.....	6
Stenographer III.....	7
Structural New Construction Examiner ....	11
Structural & New Construction Examiner/ Electrical .....	13
Swimming Program Supervisor .....	4
Syracuse Property Conservation Code Inspector .....	10
Tax Clerk .....	7
Tax Map Technician I .....	7
Telephone Operator.....	1
Telecommunications Coordinator .....	13
Title Searcher .....	6
Traffic Analyst I.....	11
Traffic Analyst II .....	13
Traffic Inspector .....	10
Traffic Investigator I .....	8
Traffic Investigator II.....	10
Traffic Systems Designer I .....	11
Trapper .....	8
Typist I.....	2
Typist II.....	8
Vacant Property Administrator .....	15
Vacant Property Coordinator.....	13
Vacant Property Inspector .....	9
Vacant Property Liaison.....	10
Valuation Data Manager.....	14
Video Graphics Specialist .....	7
Voting Machine Custodian.....	5
Weights and Measures Inspector.....	7
Word Processing Machine Operator .....	7
Water Systems Engineer .....	15
Water Systems Engineer II.....	16
Work Experience Coordinator .....	11
Youth Development Worker .....	8
Zoning Inspector .....	13

## APPENDIX B

<b>Grade</b>	<b>Title</b>	<b>Grade</b>	<b>Title</b>
1.	Clerk I		Police Matron
	Information Aide		Recreation Activity Specialist
	Telephone Operator		Research Aide
2.	Data Entry Equipment Operator		Senior Recreation Leader
	Duplication Machine Operator		Stenographer III
	Messenger		Tax Clerk
	Typist I		Tax Map Technician I
3.	Data Processing Machine Operator I		Video Graphics Specialist
	Stenographer I		Weights and Measures Inspector
4.	Account Clerk - Typist I		Word Processing Machine Operator
	Account Clerk I	8.	Account Clerk III
	Assessment Clerk		Account Clerk - Typist III
	Building Maintenance Worker		Administrative Aide/Graphics II
	Data Processing Machine Operator II		Assistant Lead Coordinator
	Elliot Fisher Machine Operator		Boiler Investigator
	Parking Checker		Clerk III
	Secretary		Community Development Clerk
	Swimming Program Supervisor		Complaint Investigator
5.	Assistant Cashier		Control Clerk
	Employment and Training Intake Worker I		Data Entry Supervisor
	Meter Reader		Dog Control Officer
	Voting Machine Custodian		Drafting Technician II
6.	Account Clerk - Typist II		Employment Services Assistant
	Account Clerk II		Employment and Training Intake Worker II
	Buyer I		Heating Inspector I
	Cannon Street Center Coordinator		Junior Accountant
	Cashier		Lab Technician
	Complaint Clerk		Landscape Field Technician
	Craft Shop Manager		Maintenance Worker II
	Creek Guard		Neighborhood Community Development Worker
	Drafting Technician I		Neighborhood Services Aide
	Employment Services Aide		Program Aide
	LEAD Coordinator I		Senior Maintenance Worker
	Legal Stenographer		Traffic Investigator I
	Neighborhood Detached Worker I		Trapper
	Park Attendant		Typist II
	Personnel Aide		Youth Development Worker
	Photographer	9.	Assistant Engineer
	Recreation Leader		Assistant Public Program Supervisor
	Stenographer II		Building Inspector I
	Title Searcher		Buyer II
7.	Administrative Aide		Consumer Investigator
	Administrative Aide/Graphics		Deputy Assessor
	Assistant Recreation Supervisor		Dog Control Officer II
	Duplicating Machine Operator		Director of Zoning and Permit Control
	Legal Liaison		Engineering Aide III
	Meter Reader II		Examiner of Claims
	Park Guard I		Forester

- Inventory Control Supervisor  
 Neighborhood Detached Worker II  
 Office Manager  
 Real Property Appraisal Aide  
 Recreation Supervisor I  
 Restoration Conservation Inspector  
 Vacant Property Inspector  
 10. Administrative Assistant  
 Assistant Property Manager  
 Chief Draftsman  
 Closed Circuit TV Operator  
 Computer Equipment Maintenance Specialist  
 Delinquent Tax Clerk  
 Engineering Technician I  
 Graphics Technician  
 Housing Inspector I  
 Payroll Clerk  
 Principal Account Aide  
 Property Management Vacant Building -  
 Coordinator  
 Public Information Specialist  
 Purchasing Contract Clerk  
 Recreation Supervisor (Arts and Crafts)  
 Recreation Supervisor II  
 Relocation Assistant  
 Relocation Coordinator  
 Sealer of Weights and Measures  
 Senior Citizen Community Service Coordinator  
 Special Events Coordinator  
 Specification Writer  
 Syracuse Property Conservation Code Inspector  
 Traffic Inspector  
 Traffic Investigator II  
 Vacant Property Liaison  
 11. Accountant I  
 Administrative Analyst I  
 Architectural Technician  
 Asphalt Recycling Plant Operator  
 Auditor I  
 Career Advisor  
 Clerk of the Works I  
 Control Clerk Supervisor  
 Console Operator  
 Cost Analyst  
 Economic Dev Zone Business Developer  
 Economic Dev Zone Job Developer  
 Electrical Inspector I  
 Electrical Equipment Technician I  
 Employment Services Specialist  
 Finance Specialist  
 Housing Sales Specialist  
 Marketing Specialist  
 Office Automation Support Technician  
 Plans Examiner I  
 Property Coordinator  
 Purchasing Analyst I  
 Rehabilitation Specialist  
 Research Technician I  
 Structural and New Construction Examiner  
 Traffic Analyst I  
 Traffic Systems Designer I  
 Work Experience Coordinator  
 12. Construction Inspector II  
 Engineering Technician II  
 Employment and Training Manager  
 Employment Services Specialist II  
 Housing Specialist  
 LAN Technical Support Specialist  
 LEAD Coordinator II  
 Office Automation Analyst  
 Purchase Analyst II  
 Programmer I  
 Senior Complaint Investigator  
 13. Administrative Analyst II  
 Administrative Track Case Coordinator  
 Architect I  
 Asphalt Recycling Plant Supervisor  
 Auditor II  
 Bituminous Lab Technician  
 Clerk of the Works II  
 Civil Engineer I  
 Demolition Inspector  
 Demolition and Vacant Structure Specialist  
 Educational Coordinator  
 Equal Opportunity and Wage Compliance-  
 Specialist  
 Electrical Inspector II  
 Landscape Architect I  
 Lead Risk Assessment Coordinator  
 Plans Examiner II  
 Property Rehabilitation Specialist  
 Real Property Appraiser  
 Traffic Analyst II  
 Recreation Program Director  
 Rehabilitation Analyst  
 Research Technician II  
 Senior Finance Specialist  
 Senior Business Development Specialist

- |   |   |
|---|---|
| <p>14. Structural and New Construction -<br/>Examiner/Electrical<br/>Telecommunications Coordinator<br/>Vacant Property Coordinator<br/>Zoning Inspector<br/>Architectural Construction Manager<br/>Chemist I (Forensic)<br/>Computer Technology Specialist<br/>Engineer Coordinator<br/>Forensic Scientist (BIO)<br/>Geographic Information Specialist<br/>Programmer II<br/>Real Estate Specialist<br/>Valuation Data Manager</p> <p>15. Abstract Clerk<br/>Accountant II<br/>Architect III<br/>Auditor III<br/>Civil Engineer<br/>Demolition Coordinator</p> | <p>16. Geographic Information Specialist II<br/>Landscape Architect<br/>Senior Construction Coordinator<br/>Senior Lead Coordinator<br/>Senior Property Rehabilitation-Specialist<br/>Senior Real Property Appraiser<br/>Tax Abstract Clerk<br/>Vacant Property Administrator<br/>Water Systems Engineer<br/>Arborist<br/>Chemist II (Forensic)<br/>Civil Engineer III<br/>Purchasing Analyst III<br/>Senior Engineer<br/>Water Systems Engineer II</p> |
|---|---|

**APPENDIX C**

City of Syracuse  
January 1, 2012 - December 31, 2012

<b>2012 5 Step</b>	<b>GRADE/STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	<b>RA</b>	19746				
	<b>1</b>	21712	22785	23883	24956	26054
	<b>2</b>	22282	23355	24457	25529	26621
	<b>3</b>	23233	24291	25396	26463	27567
	<b>4</b>	24376	25493	26625	27747	28878
	<b>5</b>	25694	26815	27944	29058	30196
	<b>6</b>	27207	28319	29425	30540	31709
	<b>7</b>	28982	30263	31568	32847	34155
	<b>8</b>	30867	32147	33450	34736	36037
	<b>9</b>	33130	34410	35712	36994	38288
	<b>10</b>	35465	36923	38386	39835	41312
	<b>11</b>	37909	39362	40839	42282	43753
	<b>12</b>	40551	42003	43468	44920	46388
	<b>13</b>	43466	45081	46715	48335	49969
	<b>14</b>	46470	48094	49727	51344	52977
	<b>15</b>	49679	51296	52934	54543	56181
	<b>16</b>	53151	54937	56734	58526	60324

<b>2012 7 STEP</b>	<b>GRADE/ STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>RA</b>	19746						
	<b>1</b>	21712	22440	23164	23885	24606	25332	26054
	<b>2</b>	22282	23005	23727	24453	25176	25901	26621
	<b>3</b>	23233	23954	24675	25399	26121	26842	27567
	<b>4</b>	24376	25125	25878	26630	27383	28132	28878
	<b>5</b>	25694	26447	27192	27945	28694	29439	30196
	<b>6</b>	27207	27952	28705	29454	30203	30953	31709
	<b>7</b>	28982	29844	30704	31566	32429	33288	34155
	<b>8</b>	30867	31725	32584	33449	34308	35171	36037
	<b>9</b>	33130	33983	34848	35710	36568	37431	38288
	<b>10</b>	35465	36441	37414	38392	39363	40336	41312
	<b>11</b>	37909	38888	39861	40833	41806	42780	43753
	<b>12</b>	40551	41526	42495	43470	44443	45414	46388
	<b>13</b>	43466	44550	45634	46721	47801	48890	49969
	<b>14</b>	46470	47555	48642	49725	50812	51898	52977
	<b>15</b>	49679	50763	51845	52929	54009	55089	56181
	<b>16</b>	53151	54344	55542	56735	57930	59124	60324



**APPENDIX D**

City of Syracuse  
January 1, 2013 - December 31, 2013

<b>2013 5 STEP</b>	<b>GRADE/STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>\$750 Flat</b>	<b>RA</b>	20496				
	<b>1</b>	22462	23535	24633	25706	26804
	<b>2</b>	23032	24105	25207	26279	27371
	<b>3</b>	23983	25041	26146	27213	28317
	<b>4</b>	25126	26243	27375	28497	29628
	<b>5</b>	26444	27565	28694	29808	30946
	<b>6</b>	27957	29069	30175	31290	32459
	<b>7</b>	29732	31013	32318	33597	34905
	<b>8</b>	31617	32897	34200	35486	36787
	<b>9</b>	33880	35160	36462	37744	39038
	<b>10</b>	36215	37673	39136	40585	42062
	<b>11</b>	38659	40112	41589	43032	44503
	<b>12</b>	41301	42753	44218	45670	47138
	<b>13</b>	44216	45831	47465	49085	50719
	<b>14</b>	47220	48844	50477	52094	53727
	<b>15</b>	50429	52046	53684	55293	56931
	<b>16</b>	53901	55687	57484	59276	61074

<b>2013 7 STEP</b>	<b>GRADE/ STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>\$750 Flat</b>	<b>RA</b>	20496						
	<b>1</b>	22462	23190	23914	24635	25356	26082	26804
	<b>2</b>	23032	23755	24477	25203	25926	26651	27371
	<b>3</b>	23983	24704	25425	26149	26871	27592	28317
	<b>4</b>	25126	25875	26628	27380	28133	28882	29628
	<b>5</b>	26444	27197	27942	28695	29444	30189	30946
	<b>6</b>	27957	28702	29455	30204	30953	31703	32459
	<b>7</b>	29732	30594	31454	32316	33179	34038	34905
	<b>8</b>	31617	32475	33334	34199	35058	35921	36787
	<b>9</b>	33880	34733	35598	36460	37318	38181	39038
	<b>10</b>	36215	37191	38164	39142	40113	41086	42062
	<b>11</b>	38659	39638	40611	41583	42556	43530	44503
	<b>12</b>	41301	42276	43245	44220	45193	46164	47138
	<b>13</b>	44216	45300	46384	47471	48551	49640	50719
	<b>14</b>	47220	48305	49392	50475	51562	52648	53727
	<b>15</b>	50429	51513	52595	53679	54759	55839	56931
	<b>16</b>	53901	55094	56292	57485	58680	59874	61074

**APPENDIX E**

City of Syracuse  
January 1, 2014 - December 31, 2014

<b>2014 5 STEP</b>	<b>GRADE/STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>2%</b>	<b>RA</b>	20906				
	<b>1</b>	22911	24006	25126	26220	27340
	<b>2</b>	23493	24587	25711	26805	27918
	<b>3</b>	24463	25542	26669	27757	28883
	<b>4</b>	25629	26768	27923	29067	30221
	<b>5</b>	26973	28116	29268	30404	31565
	<b>6</b>	28516	29650	30779	31916	33108
	<b>7</b>	30327	31633	32964	34269	35603
	<b>8</b>	32249	33555	34884	36196	37523
	<b>9</b>	34558	35863	37191	38499	39819
	<b>10</b>	36939	38426	39919	41397	42903
	<b>11</b>	39432	40914	42421	43893	45393
	<b>12</b>	42127	43608	45102	46583	48081
	<b>13</b>	45100	46748	48414	50067	51733
	<b>14</b>	48164	49821	51487	53136	54802
	<b>15</b>	51438	53087	54758	56399	58070
	<b>16</b>	54979	56801	58634	60462	62295

<b>2014 7 STEP</b>	<b>GRADE /STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>2%</b>	<b>RA</b>	20906						
	<b>1</b>	22911	23654	24392	25128	25863	26604	27340
	<b>2</b>	23493	24230	24967	25707	26445	27184	27918
	<b>3</b>	24463	25198	25934	26672	27408	28144	28883
	<b>4</b>	25629	26393	27161	27928	28696	29460	30221
	<b>5</b>	26973	27741	28501	29269	30033	30793	31565
	<b>6</b>	28516	29276	30044	30808	31572	32337	33108
	<b>7</b>	30327	31206	32083	32962	33843	34719	35603
	<b>8</b>	32249	33125	34001	34883	35759	36639	37523
	<b>9</b>	34558	35428	36310	37189	38064	38945	39819
	<b>10</b>	36939	37935	38927	39925	40915	41908	42903
	<b>11</b>	39432	40431	41423	42415	43407	44401	45393
	<b>12</b>	42127	43122	44110	45104	46097	47087	48081
	<b>13</b>	45100	46206	47312	48420	49522	50633	51733
	<b>14</b>	48164	49271	50380	51485	52593	53701	54802
	<b>15</b>	51438	52543	53647	54753	55854	56956	58070
	<b>16</b>	54979	56196	57418	58635	59854	61071	62295

**APPENDIX F**

City of Syracuse  
January 1, 2015 - December 31, 2015

<b>2015 5 STEP</b>	<b>GRADE/STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>2%</b>	<b>RA</b>	21324				
	<b>1</b>	23369	24486	25629	26744	27887
	<b>2</b>	23963	25079	26225	27341	28476
	<b>3</b>	24952	26053	27202	28312	29461
	<b>4</b>	26142	27303	28481	29648	30825
	<b>5</b>	27512	28678	29853	31012	32196
	<b>6</b>	29086	30243	31395	32554	33770
	<b>7</b>	30934	32266	33623	34954	36315
	<b>8</b>	32894	34226	35582	36920	38273
	<b>9</b>	35249	36580	37935	39269	40615
	<b>10</b>	37678	39195	40717	42225	43761
	<b>11</b>	40221	41732	43269	44771	46301
	<b>12</b>	42970	44480	46004	47515	49043
	<b>13</b>	46002	47683	49382	51068	52768
	<b>14</b>	49127	50817	52517	54199	55898
	<b>15</b>	52467	54149	55853	57527	59231
	<b>16</b>	56079	57937	59807	61671	63541

<b>2015 7 STEP</b>	<b>GRADE /STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>2%</b>	<b>RA</b>	21324						
	<b>1</b>	23369	24127	24880	25631	26380	27136	27887
	<b>2</b>	23963	24715	25466	26221	26974	27728	28476
	<b>3</b>	24952	25702	26453	27205	27956	28707	29461
	<b>4</b>	26142	26921	27704	28487	29270	30049	30825
	<b>5</b>	27512	28296	29071	29854	30634	31409	32196
	<b>6</b>	29086	29862	30645	31424	32203	32984	33770
	<b>7</b>	30934	31830	32725	33621	34520	35413	36315
	<b>8</b>	32894	33788	34681	35581	36474	37372	38273
	<b>9</b>	35249	36137	37036	37933	38825	39724	40615
	<b>10</b>	37678	38694	39706	40724	41733	42746	43761
	<b>11</b>	40221	41240	42251	43263	44275	45289	46301
	<b>12</b>	42970	43984	44992	46006	47019	48029	49043
	<b>13</b>	46002	47130	48258	49388	50512	51646	52768
	<b>14</b>	49127	50256	51388	52515	53645	54775	55898
	<b>15</b>	52467	53594	54720	55848	56971	58095	59231
	<b>16</b>	56079	57320	58566	59808	61051	62292	63541

## APPENDIX G

### RAIN GEAR AND PROTECTIVE CLOTHING

Assistant Lead Coordinator	Landscape Architect I
Arborist	Landscape Architect II
Asphalt Recycling Supervisor	Landscape Field Technician
Asst. Public Program Supervisor	Meter Reader
Bituminous Lab Technician	Property Rehabilitation Specialist
Building Maintenance Worker	Property Construction Inspector
Civil Engineer I	Recreation Aide
Civil Engineer II	Recreation Leader
Civil Engineer III	Rec. Activity Specialist
Clerk of Works I	Recreation Supervisor
Clerk of the Works II	Recreation Supervisor Arts & Crafts
Closed Circuit T.V. Operator	Recreation Program Director
Construction Inspector	Restoration Construction Inspector
Cost Analyst	Senior Construction Coordinator
Demolition Inspector	Senior Lead Coordinator
Dog Control Officer I	Senior Maintenance Worker
Dog Control Officer II	Syracuse Property Conservation Code Inspector
Electrical Inspector	Structural and New Construction Examiner
Engineering Aide II	Structural & New Construction Examiner/Electrical
Engineering Coordinator	Vacant Property Liaison
Engineering Technician I	Vacant Property Administrator
Engineering Technician II	Water System Engineer
GIS Specialist	Weights and Measures Inspector

Employees in the above titles will be issued raingear and safety shoes and other protective clothing on an annual basis. Safety shoes must meet ANSI standards. Raingear will consist of hooded jacket. Other protective clothing - safety vest, goggles, hardhat, gloves, rain boots, rain pants and earplugs will be provided on an as needed basis.

Employees in the above titles whose duties do not warrant regular outdoor activities will not be issued raingear, safety shoes, or other protective clothing.

APPENDIX H

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE

CITY OF SYRACUSE - FOR CALENDAR YEAR: \_\_\_\_\_

1. Name \_\_\_\_\_

2. Title of Position or Office: \_\_\_\_\_

Department: \_\_\_\_\_

3. State ownership of real property located in the City and its tax status. Include real property which (1) you or your spouse own individually or jointly with others; (2) is owned by a partnership of which you or your spouse are a partner; and (3) is owned by a corporation (except not-for-profit corporations), of which you or your spouse are (1) a director, (2) an officer, or (3) a shareholder of more than ten (10 %) percent of the stock:

Taxes or Tax Trust <u>Owner(s)</u>	<u>Address</u>	<u>Current (Yes) or (No)</u>
------------------------------------	----------------	------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

4 (a) State the name and address of any partnership or corporation (except a not-for-profit) in which you or your spouse are (1) a partner, (2) an officer, (3) a director, (4) a shareholder of more than ten percent (10%) of the stock, or (5) a shareholder that received \$1,000 (individual or jointly) or more in dividends in the last year:

Name:	Address	Relationship
-------	---------	--------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

4. (b) State the name and address of any not-for-profit corporation for which you are (1) director/trustee, or (2) an officer:

_____	_____
_____	_____
_____	_____

5. Were you, your spouse or any corporation or partnership listed in #4 (a) above, a party to any contract to which the City of Syracuse was a party? If yes, state the particular contract and whether you had any public or private duties or involvement with respect to the contract.

_____
_____
_____
_____

6. With respect to any entity listed in #4 (a) above, if any such entity is licensed by any City Officer, department and/or agency or regulated by any City Officer, department and/or agency, give the details.

---

---

---

---

9. State below the following information:

Liabilities

Monetary Range

Notes payable \_\_\_\_\_

Mortgages payable \_\_\_\_\_

Accountspayable \_\_\_\_\_

Any other indebtedness \_\_\_\_\_

List all financial institutions, corporations, partnerships and individuals to whom you and/or your spouse are indebted to for amounts in excess of \$1000.

---

---

---

10. The requirements of law relating to the disclosure of the above information are in the public interest and no adverse inference of unethical or illegal conduct or behavior will be drawn merely from compliance with these requirements.

\_\_\_\_\_  
Name (Signature) \_\_\_\_\_  
Date

---

Board of Ethics Review

1<sup>st</sup> Review \_\_\_\_\_ Date \_\_\_\_\_ 2<sup>nd</sup> Review \_\_\_\_\_ Date \_\_\_\_\_

Comments

---

---

---

---

## APPENDIX I

### EMPLOYEE SICK LEAVE DONATION PROGRAM

#### A. Purpose

The City and the CSEA Unit, recognizing the economic hardship experienced by an employee suffering from a long-term serious illness, have joined together in establishing a voluntary Employee Sick Leave Donation Program (ESLDP). The ESLDP will create a sick leave bank to provide income assistance to CSEA employees who are out of work due to a serious non-work related illness. A serious illness shall be defined as an illness, impairment, or physical or mental condition, that will prevent an employee from returning to work for a period of at least two weeks as certified by the employee's physician.

#### B. Eligibility Criteria For Recipient

1. Employee must have a serious protracted illness or injury that is confirmed by a physician's statement.
2. Employee receiving the sick leave donation must have a minimum of three years of satisfactory service with the City, with no history of improper use of accumulated time credits.
3. Employee receiving donation must have exhausted all of his/her paid time off (i.e. sick, vacation, compensatory, personal and floating holiday).
4. Employee receiving donation cannot be awarded more than thirty (30) paid days from the sick leave bank. Upon review, a maximum of thirty (30) additional days may be granted by the Sick Leave Donation Board.
5. Employee must use sick time in either 4 or 7.25-hour increments.

#### C. Donation Criteria

1. Employee donation sick leave shall voluntarily consent to do so in writing.
2. Only those employees with a minimum 30 accrued sick leave days may donate to the Bank. A maximum five sick days per open period may be donated to the Bank.
3. Once the donation has been made, **it may not be withdrawn.**

#### D. Procedures

1. CSEA employees who have exhausted all of their accumulated time credits and are suffering from a prolonged illness or mental incapacitation will request additional sick leave credits from the established Bank.
2. Such request must be in writing to the personnel office with a copy to the department head and union president. A family member or department head may request sick leave credits for those employees who are incapacitated or unable to personally request such paid leave time.
3. The personnel office will inform the employee if their request for sick time credits has been approved or disapproved. Once the sick time is approved, the personnel office will arrange to transfer such time to the employees' sick time accruals. Any unused time will be returned to the Sick Leave Bank.

4. Should there be a question of any employee's eligibility for the Program, the request shall be reviewed and ruled on by the Sick Leave Donation Board.
5. The personnel office shall monitor and keep track of the number of days in the Bank.
6. There will be a window period from July 1 - July 31 each year when employees may donate to the Sick Leave Bank.
7. When the remaining number of sick days in the Bank reaches a minimum level of sixty (60) days, the personnel office will solicit donations from CSEA employees who have not contributed the maximum of five days during the open period.

**E. Sick Leave Donation Board**

1. A Sick Leave Donation Board (Board) consisting of two CSEA representatives, the department head (or designee) and a Personnel Office representative shall be created to review and determine the eligibility of employees and all requests for sick leave extension.
2. A majority vote of this four (4) member Board is required in order to effect any action on eligibility or sick leave extension.
3. Any issues discussed by the Board will remain **confidential**.

The Employee Sick Leave Donation Program (including the criteria and application thereof) shall be non-grievable.

---

Civil Service Employee Association  
Onondaga Local 834/City of Syracuse/Unit 7801

---

City of Syracuse

---

Date

---

Date

The City and the CSEA Unit agree to review this Program after a year to make any necessary adjustments to improve the effectiveness of the Program.

**APPENDIX J**

**MEMORANDUM OF UNDERSTANDING**

**CHILD CARE LEAVE, FAMILY CARE LEAVE AND PREGNANCY DISABILITY LEAVE**

It is agreed that the Child Care Leave, Family Care Leave and Pregnancy Disability Leave for bargaining unit members will be in accordance with the City's leave policy as established and implemented effective January 1, 1989.

---

Ronald C. Smith  
CSEA Collective  
Bargaining Specialist

---

M. Renee Baker  
Director of Personnel  
& Labor Relations



APPENDIX K  
**MEMORANDUM OF AGREEMENT**  
**WORKFORCE**

The City of Syracuse (hereafter "Employer") and the Civil Service Employees' Association, inc. Local 1000 AFCME/AFLCIO, City of Syracuse Unit 7801 (hereafter "CSEA") agree to the following worker displacement provisions for any programs the Employer may adopt or participate in as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (hereafter "PRWORA") or State of New York sponsored programs arising out of the PRWORA. It is understood that the words "employee", "position" and "vacancy" are meant to pertain only to the current or former employees, positions, or vacant positions in the defined bargaining unit set forth in Article 2 of the January 1, 1994 to December 31, 1997 Collective Bargaining Agreement (hereafter "Agreement") between the Employer and CSEA:

Unpaid public assistance recipients will not be utilized by the Employer unless:

1. CSEA has specific notice of the use of the individual public assistance recipient;
2. CSEA concurs in the nature of the work that is assigned to the individual public assistance recipient;
3. The use of the individual public assistance recipient does not result in the displacement or partial displacement of any current employee;
4. The use of the individual public assistance recipient does not result in the reduction of hours, wages, or benefits of any current employee;
5. The use of the individual public assistance recipient does not result in the filling of a vacant position or a new position when any other person is on layoff from the same or equivalent position;
6. The use of the individual public assistance recipient is not a replacement for a terminated employee nor is used to fill any other vacancy that was created by a reduction in the work force;
7. There is no infringement upon the promotional opportunities of any current employee;
8. There is no infringement on the rehire rights of any former employee;
9. Any position filled by a public assistance recipient becomes a full time position within six months from the placement or the initial recipient in said position;
10. Any dispute or controversy arising out of the interpretation or application of an express provision of this Memorandum of Agreement shall be processed as a grievance under Article 22 of the Agreement;
11. With the mutual agreement of the parties, this Memorandum of Agreement may be amended or modified to respond to any changes in the existing PRWORA or any State of New York regulation adopted under the PRWORA or successor laws.

---

For the City of Syracuse

---

For the CSEA

---

Date

---

Date

June 13, 2000

**APPENDIX L**  
**MUTUAL AGREEMENT**  
**HEALTH CARE COALITION**

A Health Care Coalition, composed of representatives of the administration and each bargaining unit, shall meet quarterly with the City's current Benefits Plan Administrators to discuss matters relative to claims administration, benefits structure, and other concerns that may be brought before the coalition for resolution and which are considered essential to the welfare program. The coalition shall also study and research the cost effectiveness of enhancements to the benefits package.

City Representatives

Union Representatives

---

Roy A. Bernardi  
Mayor

---

Richard Kuhl, President  
IAFF, Local 280

---

Ken Mokzycki  
Director of Administration

---

Jeffrey Piedmonte, President  
PBA

---

John Black  
Asst. Corporation Counsel

---

Douglas Graham, President  
IAFF, Local 1888

---

Donald R. Thompson  
Asst. Director Personnel

---

Richard Rogala, Unit President  
CSEA

---

William Hackwelder  
Risk Manager

---

John Walsh, President  
Local 400, AFSCME

---

Robert Murphy, President  
Local 1773, AFSCME

---

William Towsley, Business Agent  
Syracuse Building Trades Council

---

David Johnson, Deputy Chief of Fire  
IAFF, Local 280

---

Fred Dickinson  
Local 392, AFSCME

---

Cecelia Cerul, President  
CSEA/School Crossing Guards Unit

APPENDIX M  
**MEMORANDUM OF AGREEMENT**  
**DISCIPLINARY ACTION**

No CSEA bargaining unit member shall have the right to impose disciplinary action on another CSEA bargaining unit member.

\_\_\_\_\_  
For the City of Syracuse

\_\_\_\_\_  
For the CSEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX N  
**MEMORANDUM OF AGREEMENT**

**NIGHT COURT COVERAGE FOR THE PARKING TICKET COLLECTIONS BUREAU**

The following is an agreement between the City and CSEA, Inc., regarding the assignment of staff in the Parking Ticket Collections Bureau to cover night traffic court activities. Historically, night court has been held on Wednesdays from 4:30 p.m. to approximately 6:00 p.m. to accommodate the public who cannot attend the normal day time hours of traffic court. In the past as a means of increasing productivity and providing an essential service to the public, two staff members, usually a Cashier and a Data Entry Equipment Operator, have been assigned to work night court.

Due to the volume of work, two staff members are needed – one to run court detail sheets and the other to assist people at the counter, to ring transactions into the cash register and balance the cash at the end of the day. The cashiers and their supervisors are the only personnel allowed to perform transactions that involve currency.

Procedures and Compensation

1. The Cashiers and Data Entry Equipment Operators will alternate each week the duty for night court.
2. Should the Cashiers or Data Entry Equipment Operators be unavailable for night court coverage, then staff assignments will be made by a supervisor.
3. All hours worked will be compensated in accordance with Article 9 of the CSEA Labor Agreement either as over time pay or compensatory time at the employee's choice. Other mutually satisfactory arrangements (e.g. flexible scheduling) between the supervisor and employee is also available.

By mutual agreement of the parties, this Memorandum of Agreement may be amended or modified to respond to any changes in the night court activities and/or services.

\_\_\_\_\_  
For the City of Syracuse

\_\_\_\_\_  
For the CSEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX O

**MEMORANDUM OF UNDERSTANDING  
REVIEW OF RESIDENCY REQUIREMENT**

The City Administration and the Union agree that the current procedures for implementing the City's charter residency requirement should be reviewed to ensure that the requirement is being implemented in an equitable manner.

The goal of the Task Force will be to make recommendations to the Mayor and the Common Council for whatever changes may be necessary to ensure fair treatment of all affected employees.

---

Rick Rogala  
CSEA - City of Syracuse  
Unit 7801 President

---

Roy A. Bernardi, Mayor  
City of Syracuse

Date: \_\_\_\_\_

APPENDIX P

**MEMORANDUM OF AGREEMENT  
COMMUNITY SERVICE OFFICERS**

The City and the Association agree to modify Section 8.4 as follows:

Section 8.4 Community Service Officers who worked a 5-5, 4-2, rotating schedule prior to October 2, 2000 are now working a 4-2 work schedule. Notwithstanding, there are some Community Service Officers who work other schedules.

Any Community Service Officers working the 4-2 schedule are eligible to receive special time off within the parameters of each department's staffing and/or operational needs, as is the case with all other bargaining unit employees.

---

Rick Rogala  
CSEA President

---

Donald R. Thompson  
Asst. Director Personnel & Labor Relations

January 18<sup>th</sup>, 2001

## APPENDIX Q

### MEMORANDUM OF AGREEMENT

#### RECREATION AIDES

The City of Syracuse ("City") and the Civil Service Employees' Association, Inc., Local 1000 AFSCME/AFL-CIO, City of Syracuse Unit 7801-00 Onondaga County Local 834 ("CSEA") agree to the following regarding those full time employees who are currently classified as Recreation Aides:

1. Pursuant to an October 3, 2000, classifications letter from the Onondaga County Department of Personnel (the City's Civil Service Administrator) those enumerated full time (36.25 hour/week) employees shall be so classified. A copy of said letter is annexed hereto.
2. The City and CSEA recognize that many of these employees work non-traditional work schedules due to the seasonal nature of their jobs or special events. The City and CSEA agree that those work schedules will remain substantially the same and that they will only be obligated to negotiate in those situations where a permanent and significant change is proposed.
3. Upon the effective dates of the City's recognition of the classification of those employees, they shall be entitled to all of the CSEA rights and benefits under the current contract with the exception that they shall be deemed probationary employees solely with respect to Section 19.3 and 19.4 of the contract.
4. With respect to Hospitalization and Medical Coverage, the monthly contribution for individual coverage shall be reduced from \$6.00 to \$5.00.
5. Dental Coverage shall become available to employees who have completed an application for same and have made their first monthly dental contribution.
6. Employees shall retain their longevity date with the City for longevity pay purposes.
7. Step increases within grade shall be controlled by the month and day of their longevity date.
8. Employees bargaining unit seniority as set forth below, shall be the "seniority" described in Section 18.1 for promotional purposes.
9. Effective November 8, 2000, the payroll schedule will change from weekly to bi-weekly. The first bi-weekly check will be issued on November 22, 2000.
10. Effective July 13, 2000, the City voluntarily recognized those full time employees classified by the County's October 3, 2000, letter, as Recreation Aides.
11. The Recreation Aides current hourly rate of \$7.75 will be converted to an annual salary of \$14,609 (\$7.75 x 1885 hours) effective November 8, 2000. This salary of \$14,609 will be placed at a new grade level of RA in the current salary plan. Effective the first full pay period commencing after July 13, 2001, those employees shall be placed at Grade 1A Step 1 of then existing CSEA salary plan. Thereafter, all new hires in the Recreation Aide title will be placed at the RA grade level for one year and will advance to Grade 1A Step 1 as aforementioned.
12. Effective November 8, 2000, the hourly rate of pay for Rosa Oliver shall be reduced from \$9.00/hr to \$7.75/hr (\$14, 609 annually) in order to be consistent with the established rate of pay for recreation aide.
13. The Recreation Aide classification shall be included in those job titles referenced in Section 18.2 as being exempt from posting because it is an entry level position.
14. Effective October 3, 2000, the City voluntarily recognizes the following job titles classified by the County's October 3, 2000, letter as being covered by the current CSEA contract. Those positions reclassified were Recreation Leader, Recreation Supervisor, Recreation Supervisor (Arts and Crafts) Recreation Activity Specialist, Administrative Assistant, senior Citizens Coordinator.
15. The City and CSEA agree that the following positions are presently not represented by CSEA: Golfing Program Director; Driver Messenger; Custodial Worker I; Audio-Visual Aide; and Labor Crew Leader, also Janet Powers, who is a part time Recreation Aide.

16. The City and CSEA agree that employees who have been displaced from their job classification due to either layoff and/or mandated Civil Service eligibility list may elect within five (5) days of notice of such displacement, to exercise bargaining unit seniority rights by bumping the least senior employee in the Recreation Aide classification, provided that said employees had previously been classified as a Recreation Aide.
17. Any retro-active general wage increases negotiated for this contract will only be effective as of 7/13/00 for Recreation Aides and 10/3/00 for the other groups delineated in paragraph 14.
18. Effective October 3, 2000, any benefit, right or privilege outside the scope of the CSEA contract which may have been previously enjoyed by any employee, shall cease.

Date: October 6, 2000

CSEA

City of Syracuse

---

Mervin Stevens  
CSEA Labor Relations Specialist

---

John C. Black, Jr.  
Assistant Corporation Counsel

---

Rick Rogala  
CSEA Unit President

---

Donald R. Thompson  
Assistant Director - Personnel