

AGREEMENT BETWEEN
THE CITY OF ITHACA
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
CSEA ADMINISTRATIVE UNIT

January 1, 2020 - December 31, 2024

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ARTICLE I
RECOGNITION

A. Administrative Unit

1. The City of Ithaca, hereinafter referred to as the "Employer" or the "City", recognized the Civil Service Employees Association Inc., Local 1000, AFSCME, AFL-CIO, City of Ithaca Administrative Unit #8901-01 of the Tompkins County Local 855, hereinafter referred to as the "Union" or "CSEA", as the sole and exclusive representative for and on behalf of the employees of the bargaining unit to include all employees in those titles listed on the attached Appendix A unless excluded by mutual agreement or by operation of Section 201.7(a) of the Taylor Law, and excluding all temporary employees as specified in the remainder of this Agreement. The bargaining unit is hereinafter referred to as the "Unit" or "Administrative Unit".
2. In the event new titles are proposed by the City, the Union will be notified of the position and the bargaining unit in which the City proposes to place the position. Any dispute arising from the placement of a position in a specified bargaining unit will be referred to PERB for determination.
3. The employer agrees that the Administrative Unit shall be the sole and exclusive representative for all employees described in Section A.1, above, for the purpose of collective bargaining and settling grievances on behalf of all employees in the Administrative Unit. The recognition granted to the Union shall continue for the maximum period allowed by Section 208 of the Civil Service Law of the State of New York.

B. Dues

1. The employer shall deduct from the wages of the employees and remit to CSEA, Inc., regular membership dues for those employees who signed authorizations permitting such payroll deductions. Such dues shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 on a payroll period basis.
2. If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a Unit member's paycheck, such deduction shall be made from the next paycheck of the Unit member and submitted to the Union. The Employer shall not be liable to the Union, Unit member or any party by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.
3. The City will make the City payroll roster available to the President of the Union, or their designee, on a quarterly basis for the purpose of obtaining information available under the New York State Freedom of Information Law. Such request will be fulfilled at a mutually agreeable time and place.

- C. The City of Ithaca Administrative Unit affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, or to participate in such a strike.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Union recognizes the right of the Common Council and the Department Heads to reorganize departments and services in the interest of improved or more efficient services to City residents provided such changes are not in violation of any other section of this Agreement or law.
- B. It is agreed that the Employer retains the right to direct employees, to hire, promote, transfer, discipline subject to law and terms and conditions of this Agreement; to maintain the efficiency of operations entrusted to the employer; to determine the methods, means, process and personnel by which said operations are to be conducted; and to take whatever action is necessary to carry out the mission of the department; provided that such rights shall not be in violation of any section of this Agreement or mandatory sections of law.

ARTICLE III

RECIPROCAL RIGHTS

- A. All negotiations with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and the City during regular working hours or may be scheduled outside regular working hours upon mutual agreement of both parties. When meeting during working hours, the Union negotiating team shall consist of no more than five (5) City employees. In no event shall the City be required to pay overtime for employees who are involved in negotiating or conducting union business. The Union and City may bring advisors as necessary to meetings.
- B. In accordance with the terms outlined in Section C below, the Union President or the President's designee, and the officers of the Union shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.
- C.
 - 1. The designated grievance representatives appearing on behalf of employees at each step of the grievance procedure shall not exceed one (1) representative per grievance, unless this requirement is waived by agreement of both parties.
 - 2. The CSEA Field Representative and agents of CSEA shall notify the Department Head on arrival of their presence and the reason for said visit.
 - 3. The Union agrees that it and its members will restrict the amount of necessary union activity conducted on City time to the lowest possible minimum and agrees to do everything in its power to prevent abuse of City time for union activity and to counsel its members, when necessary, for any abuse of this privilege. The Union agrees that

any member who must leave a job assignment to participate in a union activity will inform the Department Head or immediate supervisor as soon as the employee knows of the scheduled or unscheduled union activity. To the extent possible, the use of City time by an employee to participate in a union activity shall not cause the City to pay overtime to another employee. A union member who engages in the union activity on approved City time will furnish the Department Head with a general description of the time used (e.g., "2 hours--investigate employee grievance at Youth Bureau").

- D. The Union will promptly advise the Director of Human Resources, in writing, of all its officials and representatives and of any changes.
- E. The City agrees to provide up to a total of 240 hours of paid leave time to permit the Union President or the President's designee or officers of the Union to investigate grievances and/or administer the terms and conditions of this Agreement, including representation of an employee at a grievance proceeding, provided, however, that to the extent possible, the use of this time does not require any department to pay overtime.
- F. The City shall provide the Union with space for a bulletin board(s) of reasonable size in the following areas: Police Department, Fire Department, City Hall, Youth Bureau, GIAC, Streets and Facilities Garage, and the Engineering and Utilities Division Offices, Water Treatment Plant and Wastewater Treatment Plant. The Union shall have the right to post notices and communications on such bulletin boards.
- G. The City shall supply to each newly hired Unit employee a copy of this Agreement at time of hire. CSEA will print 200 copies (total) of the Agreement to be provided to Unit employees. Twenty (20) copies will be provided to the City Human Resources Department and the remaining copies to be held by the Unit 8901-01 President to be released upon request.
- H.
 1. An employee who is elected as a member of the state CSEA Board of Directors shall be granted twelve (12) days leave per year to attend designated meetings. The employee will provide as much advance notice as possible so as not to interfere with the efficiency of City operations. The City will be reimbursed all costs to the City for wages, salaries, fringe benefits and required statutory deductions in advance of such leave.
 2. The City will allow employees who are elected as delegates to the CSEA convention to use their own leave time to attend the CSEA Annual Convention. An employee who attends the CSEA Annual Convention must draw on the employee's own vacation, personal or compensatory leave time in order to be paid for attendance at this convention.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEES

- A. A committee composed of three (3) members of the Union and three (3) representatives from the City Administration shall be formed to discuss conditions of employment that may arise during the term of this Agreement. The committee shall meet not later than thirty (30) days following a written request by the chairperson of either side, accompanied by a proposed agenda, made to the chairperson of the other side.
- B. No reprisals shall be taken by either side against any individual for statements made at such meetings.
- C. In an effort to facilitate labor/management relations and prevent concerns from escalating into more serious problems, each Department Head shall attempt to meet with the Union President and the departmental steward on a periodic basis to discuss, evaluate and resolve issues and concerns not covered by contract language. Such meetings shall be conducted informally and are intended solely to be a forum for open and honest discussion and communication.
- D. Any alleged violation of a memorandum of agreement or memorandum of understanding reached in labor management shall be considered grievable and may be referred to the grievance procedure for resolution.

ARTICLE V

COMPENSATION

- A. Compensation Plan
 - 1. The compensation plan is attached as Appendix A of this Agreement.
 - 2. All new employees shall be hired at the minimum step of the compensation plan for their job title.
 - 3. All employees who are not at the maximum step of the compensation plan shall move one step on the compensation plan annually on the employee's anniversary date in the employee's current job title, until the employee reaches the maximum step for their job title.
 - 4. Once an employee reaches the maximum step for their job title, step movement shall cease.
- B. Employee Wages For 2020-2024
 - 1. Effective January 1, 2020 – increase base pay 0.0%.
 - 2. Effective June 11, 2021 – increase base pay 2.5%.
 - 3. Effective January 1, 2022 – increase base pay 2.5%

4. Effective January 1, 2023 – increase base pay 2.25%.
5. Effective January 1, 2024 – increase base pay 2.25%.

Additionally, in recognition of the risk and hardships of fulfilling Unit employees' varied professional obligations throughout the pandemic, the City shall, within forty-five (45) days of execution of this Agreement ("Execution"), make a one-time payment of \$2,250 to each employee in the bargaining unit as of the date of execution of this Agreement.

C. Employee Incentive

The Union agrees that it will participate in discussions of any City-wide employee incentive award program, should Common Council decide to implement one.

D. Part-Time Employees

1. All employees who work seventeen (17) or more hours per week but less than thirty (30) hours per week, shall receive the benefits of this Agreement on a pro rata basis; provided, however, that health insurance coverage or contribution for said employees shall not be pro-rated.
2. All employees who work thirty (30) to thirty-four (34) hours per week shall receive prorated leave time benefits based on a thirty-five (35) hour work week. Employees who work thirty-six (36) to thirty-nine (39) hours per week shall receive prorated leave time benefits based on a forty (40) hour week.

- E. The salaries and wages of employees shall be paid weekly; provided, however, that the City shall have the right to change the payment frequency to bi-weekly upon thirty (30) days' notice.

All Unit members shall be required to participate in a direct payroll deposit plan. Direct deposits shall be made to the bank or financial institution of the employee's choice and will be credited to said bank no later than a check would have been available for that pay period. Pay stubs showing the amount deposited as well as the appropriate withholdings breakdown shall be provided electronically, at the City's option.

F. Reinstatement Policy

Compensation Upon Reinstatement

1. An employee who resigns or otherwise relinquishes their position, and who is subsequently reinstated into the same position or an equivalent position not less than four (4) months and not more than twelve (12) months from the date of separation, shall be reinstated at the same salary the employee was earning at the time the employee relinquished their original position, plus any contractual increases applicable to the position during the period of absence; or at the contractual hiring rate per Appendix A, whichever is greater, provided, however, that this Section shall not apply to an employee who worked for the City for less than one (1) year prior to the date of separation. For the purpose of determining step movement through the compensation plan, the employee's anniversary date shall be determined by adding

the length of the separation period to the employee's original anniversary date in their job title.

An employee who separates from service for more than twelve (12) months shall be rehired at the minimum step on the compensation plan.

2. For the purpose of calculating vacation, sick leave and personal leave under this Agreement, an employee reinstated pursuant to this Section shall be credited with their original seniority date minus the separation period at the one (1) year reinstatement anniversary.
3. Upon reinstatement, the employee will accumulate benefits based on a new hire schedule until the one (1) year reinstatement anniversary date. At this time, the employee's benefit accumulation rate will be based on their original seniority date minus the separation period, and the balance of benefits accumulated during the first year will be credited to reflect a benefit accumulation rate during the first year consistent with their current benefit accumulation rate.
4. Any unused, accumulated sick time lost by an employee shall be restored. Unused personal time and/or floating holidays shall be restored only if the employee is reinstated in the same calendar year as separation.
5. In the event an employee is reinstated in the same contract year that they left City employment, at no time are they entitled to more than three (3) personal leave days in the contract year.
6. For all purposes other than vacation, sick and personal leave, the reinstatement date shall determine seniority, unless otherwise provided by NYS Civil Service Law.

G. Promotion and Demotion Salary Rates

1. Upon promotion, the employee being promoted will move to the minimum step of the new grade. If the minimum step does not result in a salary increase of at least 10%, the employee shall be placed at the lowest step that results in a 10% increase; provided, however, that in no event will an employee be placed at a salary greater than the maximum step.
2. Upon demotion, an employee shall be placed at the minimum step for the new position, unless the employee previously held the lower job title. If the employee previously held the lower job title, the employee's salary shall be calculated as if the employee had never vacated the lower job title.
3. Employees who are not at the maximum step of the compensation plan following promotion or demotion shall move one (1) step on the compensation plan annually on the employee's anniversary date in the employee's current job title, until the employee reaches the maximum step for their job title.
4. Once an employee reaches the maximum step for their job title, step movement shall cease.

H. Longevity

All employees who have not separated from service prior to the January payout, having completed between the years of service listed below shall be paid a lump sum payment (not added to base salary) as listed no later than the last pay period in January.

10 – 14 years	\$600
15 – 19 years	\$850
20+ years	\$1100

ARTICLE VI

WORK DAY, WORK WEEK, OVERTIME

A. Work in Excess of Assigned Work Week

1. Employees assigned to a thirty-five (35) hour work week shall be compensated for time worked in excess of thirty-five (35) hours per week, but less than forty (40) hours per week with compensatory time off or in the alternative, the employee may be paid at the employee's regular rate of pay on an hour-for-hour basis if the employee so requests, so long as the request has been approved in advance and in writing by the employee's Department Head.
2. All employees shall be compensated for time worked in excess of forty (40) hours per week at one-and-one-half times their regular rate of pay, in the form of cash or time off at the employee's discretion; provided, however, that time off shall not be available if its usage results in the payment of overtime for staffing coverage.
3. All employees shall notify their Department Head, in writing, of whether cash or time off has been selected, at the time the employee overtime request is made. The employee's selection shall be binding on both parties, unless mutually agreed otherwise.
4. Compensatory time may be accrued up to a maximum of 240 hours. If an employee reaches the 240-hour maximum accumulation, any additional overtime hours shall be paid in cash.
5. Upon separation from service, other than retirement, the employee shall be paid for the employee's unused compensatory time in cash, up to the 240-hour maximum. Upon retirement, the employee shall have the option to either receive a cash payment for the employee's unused compensatory time (up to the 240-hour maximum), or apply the cash value of said compensatory time (computed at the current rate of pay) toward extended health and/or dental insurance coverage.
6. When the above language falls below the minimum mandated by the Fair Labor Standards Act ("FLSA") and the employee is covered by the provisions of the FLSA, the provisions of the FLSA shall apply.

7. Requests for the use of compensatory time must be approved in advance by the employee's Department Head or designee. Requests must be submitted twenty-four (24) hours in advance.
- B. In computing overtime, the use of any earned accruals shall be considered time worked.
- C. There shall be no rescheduling of weeks, hours, or shifts to avoid the payment of overtime except as outlined in Article VII, Section B, Float Operator, and Article III, Section A, Reciprocal Rights.
- D. Shift Differentials
1. A shift differential of \$1.20 per hour will be paid for all hours actually worked by an employee when a majority of the employee's regularly scheduled shift hours occur after 3:00 p.m. and before 11:00 p.m. A shift differential of \$1.35 per hour will be paid for all hours actually worked by an employee when a majority of the employee's regularly scheduled shift hours occur after 11:00 p.m. and before 7:00 a.m.
 2. A shift differential of \$1.20 per hour shall also be paid when an employee whose normal schedule is an evening or night shift is asked by the City to work an alternate shift. This does not apply if an employee is permanently assigned to the day shift.
 3. Employees who normally receive a shift differential shall continue to receive the differential when using paid leave.
- E. All employees called in to work outside regular working hours (unscheduled overtime) shall be compensated at straight time for the actual overtime hours worked, in accordance with Section A of this Article, with a minimum guarantee of four (4) hours of straight time pay, but shall be compensated at time and one-half for those hours actually worked in excess of forty (40) hours per week. Such time and one-half hours paid shall not be duplicative of other hours paid, whether actually worked or not. At the Department Head's discretion, the employee may be required to work the four (4) hours once the employee comes in to work.
- E.g.:* Forty (40) hours previously worked; two (2) hours actually worked, compensation two (2) hours paid at time and one-half (1½ time) and two (2) hours paid at straight time.
- This provision shall not apply to overtime work on a holiday. Overtime work and call-in time on holidays shall be paid pursuant to Article VIII, Section D.
- F. All unused holiday time shall be paid to the employee upon termination, resignation or retirement, or to the employee's beneficiary upon the death of the employee. Unused compensatory time shall be credited to the employee, or the employee's beneficiary upon the death of the employee, as specified in Section A.5 of this Article.
- G. All employees shall be entitled to two (2) fifteen-minute breaks per shift, to be taken after working at least one and one-half hours into a shift (for thirty-five (35) hour week), and two (2) hours into a shift (for forty (40) hour week).

ARTICLE VII

SENIORITY AND "FLOAT" OPERATOR

- A. Seniority shall be defined as total accumulated service with the City. The employee's earned seniority shall not be lost because of absence due to illness, authorized leaves of absence, or temporary lay-off, in accordance with Civil Service Regulation (one (1) year or less). Seniority shall apply in cases of layoffs.
1. Seniority shall apply to scheduling time off for vacations, personal leave, or other paid leave provisions.
 2. In determining shift assignments, time worked within the work location shall establish seniority. Date and entry into the job title shall determine seniority at that location.
 3. Appointments and promotions to positions shall be made on the basis of seniority, subject to an identification of differences between employees with respect to relevant factors concerning the employee's ability to perform the required duties and responsibilities satisfactorily.
 - a. The City shall have the right to appoint, promote, and assign pursuant to this Article. Employees may grieve such actions in accordance with Article XXII (Grievance Procedure) of this Agreement.
 - b. Promotion is movement to a higher job classification. Whenever two or more employees are rated equally by the City for promotion, the employee with the highest seniority shall be promoted.
 - c. All job announcements shall be conspicuously posted immediately.
- B. Float Shift at Water Plant
1. The floating shift at the Water Plant shall be posted whenever vacant, and each operator shall have the opportunity to bid on this shift according to seniority. If no employee bids on the floating shift, the shift will be assigned to the employee with least seniority at the Water Plant.
 2. Working conditions for the "Floater" at the Water Plant shall be as follows:
 - a. Regular, unfloatated shift: Monday through Friday. Consecutive days may be modified at any time by mutual agreement between the City and the Union representative to accommodate personnel changes at the Water Plant that may require the change.
 - b. Where notice has been made to the floater at least two (2) days in advance of a floating assignment, all absences falling on the regularly scheduled working days (*i.e.*, Monday through Friday) of the floater, shall be covered by the floater coming off their regular shift and covering the shift of the absent

employee at the regular rate of pay (straight time). The Floater shall receive the corresponding shift differential for any shift work in accordance with Article VI, Section D.

- c. In the event of a long-term absence of five (5) days or more, falling in any calendar week (Sunday through Saturday), the floater will come off their regular shift and cover the shift of the absent employee, and will receive their regular pay for working the normal forty (40) hour shift of the absent employee, instead of their own shift. The floater shall receive the corresponding shift differential for any shift work in accordance with Article VI, Section D.
 - d. All other absences covered for (e.g., notice less than two days), and hours worked in excess of forty (40) per week by the floater, shall be compensated at a rate of time and one-half the employee's regular rate of pay.
3. At the Water Plant, the remaining overtime work not covered by the float operator shall be assigned to operators on a rotating basis by seniority. That is to say, a list shall be established from the most senior at the top of the list to the least senior at the bottom. Assignments shall be offered to the first employee on the list, whose name shall then be moved to the bottom of the list. If an employee declines on overtime assignment, their name shall be put at the bottom of the list.

ARTICLE VIII

HOLIDAYS

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

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas
Labor Day	Two (2) Floating Holidays

The Human Resources Department shall send actual holiday observance dates for upcoming traditional and non-traditional (*i.e.*, operators) holidays to all members in December of each year.

Part-time employees shall receive holiday pay at the straight time rate equivalent to the number of hours that the employee is regularly scheduled to work on the day that the holiday occurs (*i.e.*, if the employee normally works five (5) hours on Mondays, the employee will receive five (5) hours holiday pay for a Monday holiday). If a holiday falls on a day that a part-time employee is not normally scheduled to work, the employee will receive pro-rated holiday pay that corresponds with the employee's regularly scheduled workweek (*i.e.*, a twenty (20) hour/week employee will receive four (4) hours pay; a thirty (30) hour/week employee will

receive six (6) hours pay). If there is a conflict between this language and the language in Article V, Section D.2, this language shall prevail.

In the event that an employee's schedule is a non-traditional workweek such that the employee is not scheduled to work on an observed holiday then the employee shall receive holiday pay at straight time equal to the number of hours in their normally scheduled day (*i.e.*, eight (8) hour days receive eight (8) hours and ten (10) hour days receive ten (10) hours) or the employee shall be credited with the same number of hours as compensatory time.

Floating holidays shall be taken as full days off. Floating holidays shall be equivalent to the number of hours that the employee is regularly scheduled to work on the day that the floating holiday is used (*i.e.*, if an employee is regularly scheduled to work five (5) hours on the day that the floating holiday is used, the employee will be credited with and charged five (5) hours for that floating holiday; if an employee is regularly scheduled to work ten (10) hours on the day that the floating holiday is used, the employee will be credited with and charged ten (10) hours for that floating holiday).

Unused floating holidays shall be paid to an employee upon separation from service, provided that the employee gives at least two (2) weeks advance notice prior to voluntary separation.

2. Employees shall take the designated holidays off with pay; provided, however, that in operations which require that City services continue to be provided on holidays (Water Plant, Wastewater Plant,), employees shall be required to work their regularly scheduled shifts on the designated holidays and shall be compensated pursuant to Section D of this Article.
 3. For the above referenced operations which provide City services on holidays, if more employees are scheduled to work on the holiday than are operationally necessary, the additional employee(s) may be allowed or required to take the holiday off with pay.
- B. Employees shall request the floating holiday of the department supervisor at least three (3) working days in advance. The holiday shall be granted unless the supervisor reasonably determines that the employee is needed on the particular day requested.
 - C. This Article shall apply to all except seasonal employees.
 - D. Employees who work on a holiday shall be compensated at one-and-one-half (1½) times the straight time rate in cash for all hours worked and, in addition, shall be granted time off at the rate of two (2) hours for each hour worked. This provision shall apply to all work performed on a holiday, including overtime work and call-ins.
 - E. New employees will receive personal days and floating holiday time based on the following full time equivalent schedule:

Hire Date	35-Hour Week (Personal/Holiday)	40-Hour Week (Personal/Holiday)
1/1 to 3/31	21/14 Hours	24/16 Hours
4/1 to 6/30	14/7 Hours	16/8 Hours
7/1 to 9/30	7/7 Hours	8/8 Hours
10/1 to 12/1	0/7 Hours	0/8 Hours

All procedures established in other sections of this Agreement regarding the use of this time shall apply.

ARTICLE IX

VACATION

A. Vacation benefits shall be earned in accordance with the following schedule:

<u>Length of Service</u>	<u>35 hr. work week</u>	<u>40 hr. work week</u>
less than 5 years	6 hrs/mo	7 hrs/mo
5-9 years	9 hrs/mo	10 hrs/mo
10-19 years	12 hrs/mo	14 hrs/mo
20-24 years	14 hrs/mo	16 hrs/mo
25 years	18 hrs/mo	20 hrs/mo

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

- B. 1. Vacation shall be credited on the first day of each month beginning with the first day of the month following the month of hire. (E.g.: A thirty-five (35) hour/week employee hired at any time during the month of May would receive six (6) hours of vacation credit posted on June 1).
2. Vacation may be accumulated throughout the year without a limit, but only a maximum of forty (40) days may be carried into the next fiscal year. Any time in excess of forty (40) days at year end, will be forfeited at that time. If an employee wants to convert the earned days to cash upon retirement, the employee shall be limited to converting only up to thirty (30) days to cash.
- C. After a new employee has completed six (6) months of employment with the City, the employee may begin to use the vacation time earned. If an employee separates from City employment before six (6) months of employment, then sick leave used will be charged against the employee's accrued vacation.
- D. The use of vacation must be authorized in advance by the Department Head or the Department Head's designee.

- E. Unscheduled absences from work may not be charged against vacation time without the consent of the Department Head or the Department Head's designee.
- F. Holidays occurring during an employee's scheduled vacation shall not be charged against vacation time.
- G. For those employees grandfathered in the February 2, 2011 Memorandum of Understanding only, during May and November of any calendar year, these employees may submit a written request to the City to exercise the option to cash out a portion or the maximum accumulated compensatory time allowed. Payment will be made to the employee during the second pay period of June and December. No more than twenty (20) days total will be paid out in any year (this includes the vacation buyout and floating holiday). This provision applies only to those employees specifically named in the February 2, 2011 Memorandum of Understanding.
- H.
 - 1. Up to thirty (30) days of unused vacation shall be paid to an employee upon separation from service, unless the employee fails to give two (2) weeks' notice prior to voluntary separation.
 - 2. Upon retirement, the employee may elect to receive a cash payment for the employee's earned, but unused vacation or, up to a maximum of thirty (30) days in lieu of such cash payment, the employee may elect to apply the cash value of the vacation toward the payment of extended health and/or dental insurance coverage.
- I. In the event that an employee dies while in service, payment of the employee's unused vacation shall be made to the employee's estate.

ARTICLE X

LEAVES: SICK, PERSONAL AND PARENTING

- A. Sick Leave
 - 1. Each employee shall receive twelve (12) days of sick leave per year accumulated at the rate of one (1) day per month beginning with the date of employment. Sick days shall be posted for each employee at the beginning of each month, beginning with the first day of the month following the month of hire. (E.g.: An employee hired at any time during the month of January receives the first sick day posting on February 1.)
 - 2. Sick leave accumulation shall be unlimited.
 - 3. Sick leave time may be used as accumulated immediately upon employment. However, if an employee separates from City employment before six (6) months of employment, then sick leave used will be charged against the employee's accrued vacation.

Employees are required to call in to their Department Head or their designated representative within one (1) hour (if possible) of the start of their regularly scheduled work shift when utilizing sick leave if no prior notification has been given.

4.
 - a. A Department Head may require a statement from a medical doctor prior to permitting an employee to charge absences against accumulated sick leave in cases of suspected abuse where the employee exhibits a pattern of absence, or in cases of absences that exceed three (3) consecutive workdays.
 - b. An employee who suffers injuries in the course of their employment, and who is entitled to sick leave benefits, may elect to use such benefits in lieu of Workers' Compensation benefits during the period of their disability. Any payments made by the Workers' Compensation Board for such loss of time shall be paid to the City of Ithaca, which in turn will credit the same amount to the employee's sick leave at the regular rate.
5. Up to ten (10) days of sick leave in a year may be used for illness in the immediate family. Immediate family shall be defined as per Article XII, Section B of this Agreement.
6. Upon retirement, up to seventy five (75) days of an employee's unused sick leave shall be computed at the employee's current rate of pay and applied as follows with any excess above that amount ineligible for use in retirement (provided, however, that any employee whose sick leave balance as of January 1, 2021 was greater than seventy five (75) days may apply that portion of their sick leave balance upon retirement that does not exceed their January 1, 2021 balance as follows):
 - a. The value of up to \$14,000 may be taken, at the employee's option, in a lump sum cash settlement. Such payment is subject to appropriate deductions. To choose this option, the employee must notify the Human Resources Department fifteen (15) days in advance of retirement.
 - b. Any unused sick leave in excess of the above amounts shall be applied to the payment of extended health and/or dental insurance coverage.
 - c. This Subsection (c) applies only to employees whose employment with the City commences on or after January 1, 2017. The value of any unused sick leave in excess of the above amount (or the entire amount, should the employee elect not to receive a lump sum cash settlement), shall be used to establish a retirement fund account to pay for health insurance for the retiree and eligible dependents as elected by the retiree. Each month that such health insurance is provided by the City, the value of the retiree or dependent rate established by the Common Council shall be deducted from the retiree's retirement fund account. Once the account is exhausted, the City will no longer extend health insurance coverage to retirees and dependents except by direct, full payment to the City by the retiree or dependent at the appropriate group rate as determined by the City.

- d. For employees whose employment with the City commenced before January 1, 2017, the employee may, at the employee's option, elect to waive the cash settlement and apply all of unused sick leave toward the payment of extended health and/or dental insurance coverage or the employee may apply all of the unused sick leave, calculated at twelve (12) hours is equivalent to one (1) month of health insurance toward the payment of extended health and/or dental coverage.
 - e. The health insurance benefit available to retirees or their dependents in a given year shall be selected by the retiree from the benefit plans offered to currently employed unit members for that year, including but not limited to medical and prescription drug co-pays.
 - f. The provisions of (a) through (e) above are made with the understanding that the City will no longer extend health insurance coverage to retirees and dependents except by direct, full payment to the City by the retiree or dependent at the appropriate group rate available and determined by the City, beyond the coverage provided by (a) through (d) above.
7. In the event of an employee's death prior to retirement, or if retired, prior to the exhaustion of remaining accumulated funds, such monies due the employee shall be applied toward the purchase of health insurance for the employee's surviving dependents, if any.
8. Employees may voluntarily make or receive a donation of accumulated sick leave, vacation leave, annual leave, and/or compensatory time to or from any City of Ithaca employee. When making a donation, the donating employee shall specify the type and maximum amount of leave time the employee is willing to donate. The employee receiving must have exhausted their leave time. The request to transfer leave time must be submitted in writing to the Human Resources Department.

Donated leave time shall be placed in an escrow account and shall be transferred to the affected employee on a weekly basis as needed. When transferring time, donated time shall be allocated on a rotational basis from donors, in one (1) day increments. For medical leaves, sick time shall be used first, in accordance with the established guidelines for the use of sick time. Upon the exhaustion of sick time donations, or the end of the permissible use of sick time, other types of leave time will then be transferred as described above. Any excess leave time not used prior to the employee's return to work shall be returned to the donors.

The use of donated leave time shall cease immediately upon notification that an employee who has been offered donated time intends to leave City employment. Under no circumstances may donated leave time be converted to cash or extended insurance coverage.

B-i. Personal Leave for Employees Whose Employment with the City of Ithaca Commenced Prior to January 1, 2021

1. Except as prorated for new employees and set out in Article VIII, Section E, each employee shall receive three (3) days of personal leave per contract year. Any employee who uses no sick days at all during the period January 1 through December 31 of any calendar year, and is employed with the City as a member of the Administrative Unit for that same period of time, shall receive the following extra personal days:

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

Effective for the year beginning 1/1/2017:

One (1) unscheduled absence used: Two (2) extra personal days awarded.
Two (2) unscheduled absences used: One (1) extra personal day awarded.
Three (3) or more unscheduled absences used: No extra personal days awarded.

Extra personal days awarded shall be with pay and be used at the employee's discretion in accordance with the provisions of Article X, Section B-i.2.

2. An employee must use all extra personal days in the year awarded, or those days will be forfeited at the end of the year. Unused personal leave shall not be paid upon separation from service.
3. Personal leave shall be granted to allow the employee to conduct personal and/or family business which otherwise falls on a workday.
4. Unused personal leave, up to a maximum of three (3) days, shall be credited annually on December 31 to accumulated sick leave; it may not be used for personal leave, but may be used as accumulated sick leave would be used. Unused personal leave will not be paid upon separation from service, nor will it be applied toward the purchase of extended health or dental insurance coverage upon retirement.
6. Requests for personal leave shall be made by the employee to the employee's supervisor at least forty-eight (48) hours in advance, or as soon as possible in the case of emergency. In the event of an emergency the employer may request proof and shall not be unreasonably denied.

B-ii. Personal Leave Time for Employees Whose Employment with the City of Ithaca Commenced on or After January 1, 2021

1. Except as prorated for new employees and set out in Article VIII, Section E, each employee shall receive three (3) days of personal leave per contract year.
2. Unused personal leave shall not be paid upon separation from service.

3. Personal leave shall be granted to allow the employee to conduct personal and/or family business which otherwise falls on a workday.
4. Unused personal leave, up to a maximum of three (3) days, shall be credited annually on December 31 to accumulated sick leave; it may not be used for personal leave, but may be used as accumulated sick leave would be used. Unused personal leave will not be paid upon separation from service, nor will it be applied toward the purchase of extended health or dental insurance coverage upon retirement.
6. Requests for personal leave shall be made by the employee to the employee's supervisor at least forty-eight (48) hours in advance, or as soon as possible in the case of emergency. In the event of an emergency the employer may request proof and shall not be unreasonably denied.

C. Parenting Leave

1. Employees shall be entitled to take up to twelve (12) weeks of parenting leave for childbirth or adoption. Employees may use up to eight (8) weeks of accumulated sick leave during this parenting leave without providing a doctor's certificate.
2. Employees may use additional sick time beyond eight (8) weeks upon presentation of a doctor's certificate attesting to the necessity for such continued leave from employment. In addition to the use of sick leave as described above, an employee may elect to use other accumulated leave time (vacation, personal, compensatory, etc.) during the parenting leave.

D. Leaves of Absence Without Pay

Whenever an employee is on an approved unpaid leave of absence of ten (10) or more consecutive workdays, the employee's benefits shall be affected as follows:

1. When the leave of absence is for medical reasons, prior to beginning an unpaid leave of absence, the employee must first exhaust all accumulated sick leave, except that the employee may retain one week of accumulated sick leave.

An employee who has been granted a leave of absence without pay for a non-medical reason may not use accumulated sick leave and must exhaust accumulated discretionary benefit time (vacation, holiday, personal, and compensatory time) provided, however, that the employee may retain up to two (2) weeks of such discretionary leave.

2. Both medical and non-medical leaves of absence without pay are intended to provide an employee with a continuous period of time off from work. An employee who has been placed on leave of absence status may return to work earlier than anticipated, however, once the employee has returned to work, the employee may not revert to leave of absence status unless there is a documented medical reason.

3. The employee shall not receive the leave time, which would otherwise be earned for a given month if the employee is on unpaid leave of absence on the date that the leave time is posted. (E.g.: An employee who is on leave of absence from February 16 through March 25 would not receive the leave time earned for March 1, but would receive a leave time posting for April 1.)
4. The employee shall not be paid for holidays occurring during the period the employee is on leave of absence.
5. Health and Dental Insurance
 - a. If an employee is on an unpaid leave of absence pursuant to the provisions of the Family and Medical Leave Act, the employee shall continue to receive health and dental insurance benefits with an employee contribution as indicated in Article XV for a period of twelve (12) weeks, beginning with the commencement of the unpaid leave of absence. Thereafter, the employee may continue health and dental insurance coverage by directly paying the City the cost of the insurance premium equivalent established by Common Council for employees on leave of absence.
 - b. If an employee is on unpaid leave of absence for any reason other than that specified in (a), the employee shall continue to receive health and dental insurance benefits with an employee contribution as indicated in Article XV for a period of thirty (30) days, beginning with the commencement of the unpaid leave of absence. Thereafter, the employee may continue health and dental insurance coverage by directly paying the City the cost of the insurance premium equivalent as established by Common Council for employees on leaves of absence.
6. Child Care

The employee shall not be entitled to receive day care reimbursement benefits for any calendar week in which the employee is on an unpaid leave of absence for the full calendar week.

ARTICLE XI

SICK LEAVE BANK

The Sick Leave Bank shall be dissolved upon the implementation of this Agreement. Any employee who is a member of the Sick Leave Bank at the time it is dissolved, and who has never received Sick Bank benefits, shall be reimbursed the amount of sick time that the employee has donated to the Sick Bank.

ARTICLE XII

BEREAVEMENT LEAVE

- A. In the event of death in the immediate family of the employee or family of the employee's spouse or domestic partner (as defined in the Ithaca City Code), such employee shall be allowed a leave of absence with pay to a maximum of three (3) days. This leave of absence must be approved by the Department Head. Time lost will not be charged against accumulated leave.
- B. The immediate family is defined as the spouse, domestic partner, parent, grandparent, child (including foster or stepchild), brother, sister, or grandchild of the employee; or the parent, grandparent, child (including foster or stepchild), brother, sister, or grandchild of their spouse or domestic partner. It shall apply also to any other relative living in the same household. Bereavement leave may be extended to one (1) calendar week at the discretion of the Department Head.
- C. Bereavement leave of one (1) day with pay shall be allowed to attend the funeral or memorial services of an employee's aunt, uncle, and/or stepsiblings.

ARTICLE XIII

JURY DUTY AND REQUIRED COURT APPEARANCES

A. Jury Duty

An employee shall be granted a leave of absence, with pay, at no loss of earned leave, to serve jury duty.

B. Required Court Appearances

An employee shall also be granted paid leave pursuant to this article if the employee is directed to appear as a witness in the employee's capacity as a City employee, pursuant to subpoena, or other order of the court upon presentation to the City of proof thereof. This paid leave provision only applies to court actions in which the employee is required to appear because the case involves City matters. The employee must inform the Department Head or supervisor of the receipt of any subpoena or other order of court before responding to the order or subpoena.

C. Compensation

Any compensation received from the court or any attorney including jury duty fees, subpoena fees or witness fees, except expense reimbursement, shall be returned to the City.

D. Shift Adjustment

An employee who works other than the normal day shift and is called to jury duty and appears for jury duty shall have their work hours changed to the normal day shift and then

be given the appropriate amount of time off.

ARTICLE XIV

RETIREMENT SYSTEM

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

ARTICLE XV

HEALTH INSURANCE

- A. All employees shall contribute 20% of the health insurance premium equivalent for the type of health insurance (individual or family coverage) and plan that the employee has elected.

The premium equivalent shall not be increased by more than 10% of the prior year's premium equivalent for the purpose of calculating the employee contribution.

- B. Waiver of Health Insurance

An employee who is eligible for enrollment in the City health insurance program and has procured health insurance through their spouse/domestic partner, may elect not to participate in the City's health insurance program and will not contribute toward the cost of health insurance. The employee shall be required to furnish proof of coverage.

Any employee desiring to waive this coverage is required to sign a waiver and complete an enrollment form to cancel coverage.

In the event that the spouse or domestic partner is terminated from employment, or the status of the employee has changed due to a qualifying event as determined by the IRS including but not limited to divorce, death, reduction of spouse/domestic partner health insurance benefits, thus resulting in the loss of coverage, and the employee has waived coverage then the employee may enroll in the City's health insurance plan pursuant to the procedures set forth in this Agreement.

All employee contributions to the premium equivalent through payroll deduction will be made with pre-tax dollars unless the employee chooses otherwise.

- C. Effective September 1, 2021 or as soon thereafter as the City is able to facilitate the same (but in no event later than ninety (90) days after Execution), all employees will be offered only the Platinum health insurance plan offered by the Greater Tompkins County Health Insurance Consortium (hereinafter referred to as the "Consortium") and approved by the City, provided, however, that for so long as the Consortium offers the existing indemnity plan, employees who are enrolled in that plan as of the date of Execution and do not thereafter leave that plan, may retain that plan by paying, in addition to the premium

contribution specified in Section A of this Article, that annualized amount, pro-rated across each payroll period, equal to: 80% of the then-current total premium equivalent for the existing indemnity plan minus 80% of the then-current total premium equivalent for the Platinum Plan. The Union agrees to participate in the Consortium.

- D. Employees will be offered the opportunity to change their enrollment to the Platinum plan or retain existing enrollment in the indemnity plan in advance of the Platinum start date. Employees who do not make an election on a timely basis will retain their existing plan elections on the Platinum start date. Employees' next opportunity to change plans will be in the first open enrollment period thereafter, or during any special enrollment period that may arise because the employee has a qualifying life event. The costs set forth in Section "C" above will be effective on the Platinum start date. (*E.g.*: Assume the Platinum start date is September 1, 2021, and employees must elect their plan by August 20, 2021. Employee A is in the indemnity plan and does not return an election by August 20, 2021. Absent a qualifying life event, Employee A's next opportunity to elect the Platinum plan will be in the November 2021 open enrollment period with an effective date of January 1, 2022. Employee A will pay the increased cost share for the indemnity plan for the months of September through December 2021.)
- E. The City will continue to provide the Blue Cross/Blue Shield Dental Blue Option Incentive (base contract, formerly known as Schedule A) as individual and/or family coverage, at no cost to the employee.
- F. Employees enrolled in the Platinum health insurance plan are responsible to pay prescription drug co-pays in accordance with the terms of the Platinum plan offered by the City and established by the Consortium, as such plan may from time to time be amended by the City, the Consortium, and/or its selected plan administrator.

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

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

ARTICLE XVI

WELLNESS PROGRAM

- A. All employees who choose to participate in the Platinum health insurance plan, and their spouse/domestic partner, shall have the option to voluntarily participate in the City's wellness program to earn financial incentives for meeting wellness targets. The wellness program targets are established by the City's wellness program provider and outlined in a personal health report that will be prepared by the program provider for the employee. In the months of January or February (or otherwise provided by the health plan provider) of every year beginning January 1, 2022, each participant shall have an opportunity to participate in the wellness program. The City shall arrange for a provider to administer the health screening assessments and shall notify eligible members of the dates and times available for screening. It shall be the member's responsibility to schedule a screening date and time for themselves and/or their spouses/partners.
- B. Due to the September 1, 2021 Platinum start date, all wellness amounts for 2021 will be prorated at 33.33% of value and be paid *without* any need to satisfy wellness targets in 2021, but at 100% of value in succeeding full years, subject to achieving wellness targets.
- C. Effective January 1, 2022, all participants shall receive the following cash incentives for achieving wellness targets based on their annual wellness screening results:

1. **Family plan cash incentive:**

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

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

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

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

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

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

2. **Individual plan cash incentive:**

Blood Pressure - \$150 for employee.

LDL Cholesterol - \$150 for employee.

Triglyceride - \$150 for employee.

Glucose - \$150 for employee.

No Nicotine Use - \$150 for employee.

- C. The maximum incentive that can be earned for a family plan is \$2,000 and maximum incentive that can be earned for an individual plan is \$750. Payment of cash incentives shall be paid to participating employees in the month following completion of health screening.

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

1. Lump sum payment by direct deposit, subject to applicable payroll tax deductions (including FICA); or
2. Pre-tax deposit into deferred compensation plan, subject to execution of appropriate documentation, as well as IRS caps in place for each year.
3. Deposit in an HRA, subject to execution of appropriate documentation, as well as IRS caps in place for each year.

ARTICLE XVII

PERFORMANCE REVIEWS

Effective in 2022, all permanent members will receive an annual performance review, conducted by the Department Head, or the Department Head's designee. The evaluation tool will be designed by the Human Resources Department and may be revised in accordance with best practices. Final reviews will be signed by the Department Head or designee and the employee. Employee signature does not mean agreement with the review but confirms that the review took place. The original signed document will be maintained in the employee's personnel file located in the Human Resources Department.

ARTICLE XVIII

MILEAGE REIMBURSEMENT & PARKING

- A. Employees who are required to use their personal automotive vehicles in the conduct of official business shall be reimbursed at the current IRS rate, provided, however, that they shall receive authorization from the Department Head or supervisor before using a personal vehicle for official business.
- B. The City promises to attempt to provide free parking for all employees, provided the employees make a similar attempt to carpool whenever possible.

ARTICLE XIX

EDUCATIONAL ASSISTANCE

- A. The City of Ithaca agrees to pay the tuition for education courses, including technical and trade schools for employees covered by this Agreement, in accordance with the terms outlined below. The intention is to assist employees to further their education and enhance their ability and effectiveness on the job. Such assistance shall be limited to: (a) courses related to an employee's position which will further development in the performance of their duties; (b) courses which will assist an employee to gain promotion within their job classification as a City employee; (c) applicant must have approval prior to the course; (d) applicant must obtain a passing grade before reimbursement; and (e) available to full time, permanent or provisionally appointed employees. Requests to enroll in professional and staff development workshops, classes, conferences and certification programs shall be made through established departmental staff development procedures, and shall not be covered under this Article.
- B. Assistance is to be limited to four (4) courses per year for permanent or provisional employees. No employees shall receive assistance for more than a career limit of twenty (20) courses. Employees may receive tuition assistance up to a total cost of \$2,800 per year.
- C. 1. To be eligible for educational assistance, the employee or Union must submit a request for benefits for each class by email to an Education Committee consisting of:
- Director of Human Resources (or designee), and
A representative of the Union,
- and the employee must receive notice from the Committee that the request has been approved for that class.
2. All determinations shall be final and binding and are not subject to appeal.
- D. Employees may elect to use earned accruals to take job related courses during working hours.

ARTICLE XX

JOB TITLE RE-ALLOCATION

- A. During the term of this Agreement, the City or the Union may request re-allocation of an existing job title on the basis that there has been or will be an increase in job duties, provided that the City shall not be required under this Section to review any job title more frequently than once in every five (5) years. If the job title review discloses an overall increase in job duties and a re-allocation is warranted, the City shall make an appropriate adjustment in the compensation. The adjustment to compensation shall be effective as of the date of the request of re-allocation.

- B. This Section is not intended to prevent employees or the Union from seeking a re-allocation; it is intended to specify the minimum response that the City may give to such a request. If an individual wishes to request re-allocation, they should submit a request to the Director of Human Resources, with a copy to the Unit President, with what the employee believes to be sufficient justification for such a re-allocation. This Section is not intended to limit the employee's rights to request a re-classification under Civil Service Law. This Section is subject to the Grievance Procedure.
- C. Any request for re-allocation will be answered within ninety (90) days unless a delay is mutually agreed upon by the City and the Union.

ARTICLE XXI

OUT-OF-TITLE WORK

- A.
 - 1. When an employee covered by this Agreement is assigned to work at a job classification higher than the employee's regular job for two (2) or more consecutive days, the employee shall be paid as if the employee had been promoted to the higher-level position beginning on the second day.

Out-of-title pay shall be paid only for days and hours actually worked by an employee; it shall not be paid for hours or days during which an employee is using paid leave time.
 - 2. This Section is applicable, but not limited to, situations such as vacations and illnesses. It is not applicable to emergency situations.

Holiday pay will be paid at the out of title rate when the employee performs out of title duties on both the workday prior and the workday following the holiday.
 - 3. Excluded from the application of this Section are those persons whose job classification and description are defined as either Assistant or Deputy and under normal operating procedures are designated as qualified to perform at the higher level and act in place of the absent staff person.
- B. In the event a higher-level position becomes permanently vacant and a lower-level employee is temporarily appointed to fill the position, said employee shall receive out-of-title compensation pursuant to this Article until such time as the vacancy is filled on a permanent basis. Out-of-title assignments for situations in which a permanent vacancy does not exist shall not exceed six (6) months.
- C. This Section is subject to the Grievance Procedure.

ARTICLE XXII

GRIEVANCE PROCEDURE

A grievant is defined as the employee, a group of employees, the Unit President or their designee on behalf of a group of employees or an employee or the CSEA.

- A.
 - 1. In accordance with the cooperative spirit with which this Agreement is made between the Union and the City, employee grievances shall be adjudicated by the parties with a sense of fairness and justice.
 - 2. Grievance shall be defined as any claimed violation, misinterpretation, or inequitable application of this Agreement, laws, rules, regulations, procedures, administrative orders, work rules of the City or of a department thereof; or any matter which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees, or any other term or condition of employment.
- B.
 - 1. Should a grievant feel that the grievant's rights and/or privileges under this Agreement have been violated, the grievant may submit the grievance in writing to the grievant's immediate supervisor within twenty (20) working days of learning of the alleged violation of contractual rights.
 - 2. The written grievance shall state the right or privilege, which the grievant believes has been violated, the section of the Agreement or practice which the grievant believes to be violated and any proposed remedy.
 - 3. The supervisor shall answer the grievance in writing within ten (10) working days.
- C.
 - 1. Should the grievant decide that the immediate supervisor's answer is unsatisfactory, the grievant shall, within ten (10) working days, submit the facts in writing to the Department Head, with a copy to the Director of Human Resources.
 - 2. Within ten (10) working days of receipt of the grievance, the Department Head shall reply to the Union in writing, setting out the basis for the Department Head's position. A copy of this decision shall be sent by the Department Head to the grievant and to the Director of Human Resources.
- D.
 - 1. Should the grievant decide that the decision of the Department Head is not satisfactory, the grievant shall submit an appeal to the Mayor or the Mayor's designee within ten (10) working days of receipt of the response from the Department Head.
 - 2. The appeal to the Mayor shall be in writing and shall state the manner in which an employee's rights or privileges have been violated, the sections of the Agreement which have been violated and any proposed remedy.
 - 3. The grievant shall send a copy of such appeal to the Director of Human Resources with a courtesy (*i.e.*, not procedurally required) copy to the Department Head. The grievant is responsible to give copies of all grievances to the Unit President or their

designee that have been submitted to the City.

- E. 1. Within ten (10) working days of receipt of the appeal from the grievant, the Mayor shall schedule a meeting with the grievant and the Union, the Department Head and the employee in order to determine whether the matter can be resolved without arbitration.
- 2. The decision of the Mayor after this meeting must be served on the employee and the Union within ten (10) working days from the date of the meeting.
- F. 1. In the event that the Union is dissatisfied with the decision reached by the Mayor, the Union may demand arbitration by sending a demand for arbitration to PERB within ten (10) working days of receipt of the Mayor's decision.
- 2. Copies of this demand shall be sent to the Mayor, with courtesy (*i.e.*, not procedurally required) copies to the Department Head and the Director of Human Resources.
- 3. A list of arbitrators shall be demanded from PERB and the parties shall select an arbitrator in compliance with PERB's rules.
- G. 1. The arbitrator shall have no power to add to or subtract from or modify the provisions of this Agreement in arriving at a decision on the issue or issues presented. The arbitrator's decision shall be binding upon both parties.
- 2. Any fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

ARTICLE XXIII

DISCIPLINARY PROCEDURES

- A. 1. No employee shall be disciplined or dismissed except for just cause. Should there be any dispute concerning the existence of just cause for dismissal or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement.
- 2. The following disciplinary procedure for incompetency or misconduct shall apply to all employees as provided herein in lieu of the procedure specified in the Civil Service Law, Sections 75 and 76. This entire disciplinary procedure shall apply to all permanent employees in the Unit, and to all employees entitled by law to the protections of Section 75 of the Civil Service Law.
- B. 1. In the event a Department Head sees fit to impose disciplinary action on an employee, a Notice of Discipline shall be served on the employee, which describes the employee's rights. A copy of the Notice of Discipline shall be sent to the Director of Human Resources. The Notice shall specify the act(s) that warrant disciplinary action and the corresponding sanction(s). A sample Notice of Discipline is attached

as Appendix B.

2. The Union shall be advised by personal delivery, or if not possible, by registered or certified mail that said Notice of Discipline has been served on an employee, within forty-eight (48) hours of employee notification.
- C. The employee has the right to dispute the discipline by filing a grievance within ten (10) calendar days of service of the Notice.
- D. The disciplinary grievance procedure provides for a hearing by an impartial arbitrator at its final stage.
- E. The employee has the right to be represented by the Union or by an attorney at every stage of the proceeding.
- F. If an employee is being considered for disciplinary action and is being interrogated to determine whether the City shall take disciplinary action against the employee, the employee shall be advised of employee's right to have union representation prior to the beginning of any interrogation.
- G. In the event allegations of employee misconduct which generate concern for the safety and welfare of other employees are brought to the attention of the City, but require further investigation on the part of the City to determine their truth, the City may temporarily suspend the employee or employees against whom the allegations have been made, with pay, up to thirty (30) days. If said allegations prove unfounded, all records of the allegations shall be removed from the employee's personnel file and the employee shall suffer no loss of wages, benefits or leave time. If after investigation the City believes the allegations to be substantiated, disciplinary action may be commenced pursuant to this Article.
- H. No disciplinary action shall be commenced by the City more than twelve (12) months after the Department Head learns of the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that in no event may the City commence disciplinary action for any alleged act(s) which occurred more than five (5) years prior to when the City learned of the alleged act(s). Such time limitation shall not apply where the act(s) would, if proven in a court of appropriate jurisdiction, constitute a criminal offense. It is further understood that such time limitation applies only to the commencement of disciplinary action, and that an employee's full employment and disciplinary record may be used for the purpose of determining an appropriate penalty.
- I. The City shall notify the Union President, in writing, when discipline against an employee is commenced pursuant to this Article.

ARTICLE XXIV

CHANGES IN WORKING CONDITIONS

The employer shall notify the Union in writing at least nine (9) calendar days in advance of any

change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the employer has no control.

ARTICLE XXV

PAST PRACTICE

- A. The City shall not diminish or impair any existing benefit, privilege, or practice related to wages, hours, or working conditions without prior negotiations, where applicable with the Union.
- B. The practice, confirmed by arbitrator's decision, regarding the responsibility of the City to provide summer camp programs for Youth Bureau or GIAC employees at no charge to the employee, is hereby modified by this Agreement as follows:
 - 1. Unit members who are employed at the City's Youth Bureau or GIAC may send their children to summer camp programs at the cost of one half the rate charged to City residents.
 - 2. Payments made by Unit members for Youth Bureau or GIAC summer camp programs are eligible for reimbursement under the City day care assistance program at the appropriate reimbursement rate.
 - 3. Any other free programming for the children of Unit members is hereby ended unless specifically negotiated between the City and the Union.
- C. All Memoranda of Understanding, which predate this Agreement regarding conditions affected by the Agreement, unless specifically incorporated into this Agreement, shall henceforth be null and void.

ARTICLE XXVI

UNIFORMS AND EQUIPMENT

Safety shoes and work clothing shall be provided for Water and Wastewater Plant Operators and Trainees, Senior Water Treatment Plant Operators, Assistant Chief Water and Wastewater Plant Operators, Industrial Wastewater Pretreatment Coordinators, Wastewater Treatment Plant Instrumentation Technicians and Trainees, Wastewater Treatment Plant Maintenance Coordinators, Watershed Coordinators, the Supervisor of Electrical Services, Electrical Technicians, Storekeepers, the Parts and Supply Manager, Water Meter Technicians, Senior Water Meter Technicians, Utilities Systems Location Technicians, Senior Plan Examiners, Electrical Inspectors, Senior Code Inspectors, Code Inspectors, Housing Inspectors, and Exterior Property Maintenance Inspectors. Safety shoes shall also be provided to Forestry Technicians. Uniforms shall be provided for Community Service Officers and Senior Community Service Officers. Such clothing and safety shoes shall be replaced on an annual basis or as needed under normal wear and tear (use).

The City shall provide for the dry cleaning of uniforms or portions of uniforms for Community

Service Officers and Senior Community Service Officers at a cleaning establishment designated by the City at no cost to the employee, provided, however, that the only portion of a uniform which is entitled to no cost dry cleaning is that portion of a uniform which is composed of "dry cleaning only" material. Such "no cost" dry cleaning shall be provided not more than two (2) times per year or, in the event of an unexpected work-related incident which requires the portion of the uniform to be cleaned, with the prior written approval of the Department Head.

ARTICLE XXVII

DAY CARE

For employees whose employment with the City commenced prior to January 1, 2017, the City shall continue to provide the established Day Care Assistance Program (Cash Subsidy Program, Flexible Spending Account and Flexible Work Schedule) according to the program and procedures adopted by the Ithaca Common Council.

All employees whose employment with the City commences on or after January 1, 2017 shall not be entitled to this provision of the Agreement.

ARTICLE XXVIII

DIVERSITY STATEMENT

CSEA Administrative Unit of Tompkins County Local 855, CSEA/AFSCME membership is committed to a work environment that values and supports diversity and inclusion. Collectively we will strive to learn about diversity, educate ourselves and promote acceptance of the differences of others within our workforce.

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ARTICLE XXIX

DURATION

This Agreement shall become effective upon signing, unless otherwise stated, and shall terminate December 31, 2024. Unless procedures are amended by an act of law, this Agreement will continue automatically.

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

CITY OF ITHACA

CSEA ADMINISTRATIVE UNIT



Svante Myrick, Mayor

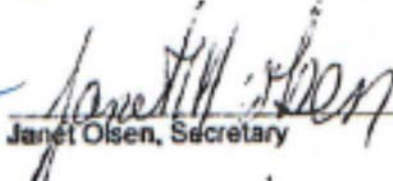

Courtney McGuire, President

City Negotiating Team Members:

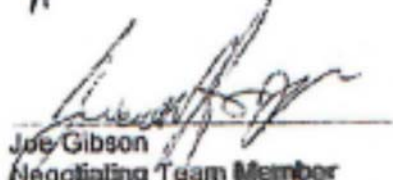

Aaron Lavine, City Attorney


Zachary Nelson, Vice President


Schelley Mitchell-Nunn,
Director of Human Resources


Janet Olsen, Secretary


Steven Thayer, City Controller


Joe Gibson
Negotiating Team Member


Stephanie Engster, CSEA LRS

APPENDIX A

2021 CSEA ADMINISTRATIVE UNIT GRADE PLAN - effective June 11, 2021

Grade	Point Range	Title	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
18	575-599	Senior Plan Examiner	597	53212	56538	59861	63189	66513	60813	64614	68414	72215	76015
17	550-574	Electrical Inspector	551	51663	54891	58120	61349	64578	59042	62733	66423	70113	73802
17	550-574	Geographic Information System Administrator	553	51663	54891	58120	61349	64578	59042	62733	66423	70113	73802
17	550-574	Plumbing Inspector	557	51663	54891	58120	61349	64578	59042	62733	66423	70113	73802
17	550-574	Watershed Coordinator	551	51663	54891	58120	61349	64578	59042	62733	66423	70113	73802
16	525-549	Environmental and Landscape Planner	545	50112	53246	56375	59506	62639	57271	60850	64430	68008	71588
16	525-549	Historic Preservation and Neighborhood Planner	545	50112	53246	56375	59506	62639	57271	60850	64430	68008	71588
16	525-549	Housing Code Supervisor	547	50112	53246	56375	59506	62639	57271	60850	64430	68008	71588
16	525-549	Laboratory Director	529	50112	53246	56375	59506	62639	57271	60850	64430	68008	71588
16	525-549	Senior Code Inspector	539	50112	53246	56375	59506	62639	57271	60850	64430	68008	71588
16	525-549	Senior Planner	545	50112	53246	56375	59506	62639	57271	60850	64430	68008	71588
16	525-549	Supervisor of Electrical Services	527	50112	53246	56375	59506	62639	57271	60850	64430	68008	71588
15	500-524	Assistant Chief Wastewater Treatment Plant Operator	515	48561	51597	54633	57668	60703	55500	58968	62436	65906	69375
15	500-524	Assistant Chief Water Treatment Plant Operator	515	48561	51597	54633	57668	60703	55500	58968	62436	65906	69375
15	500-524	Coordinator of Recreation Programs for Individuals with Disabilities	509	48561	51597	54633	57668	60703	55500	58968	62436	65906	69375
15	500-524	GIAC Program Coordinator	509	48561	51597	54633	57668	60703	55500	58968	62436	65906	69375
15	500-524	Historic Preservation Planner	515	48561	51597	54633	57668	60703	55500	58968	62436	65906	69375
15	500-524	Hospitality Employment Training Program Coordinator	503	48561	51597	54633	57668	60703	55500	58968	62436	65906	69375
15	500-524	Recreation Program Coordinator	505	48561	51597	54633	57668	60703	55500	58968	62436	65906	69375
15	500-524	Sidewalk Program Manager	509	48561	51597	54633	57668	60703	55500	58968	62436	65906	69375
15	500-524	Youth Program Coordinator	515	48561	51597	54633	57668	60703	55500	58968	62436	65906	69375
14	475-499	Code Inspector	493	47012	49952	52890	55826	58765	53729	57088	60445	63802	67161
14	475-499	Electrician	477	47012	49952	52890	55826	58765	53729	57088	60445	63802	67161
14	475-499	Stock Room Manager	479	47012	49952	52890	55826	58765	53729	57088	60445	63802	67161
13	450-474	Assistant Civil Engineer	459	45463	48304	51144	53988	56828	51957	55204	58451	61699	64945
13	450-474	Building Inspector	463	45463	48304	51144	53988	56828	51957	55204	58451	61699	64945
13	450-474	Forestry Technician	471	45463	48304	51144	53988	56828	51957	55204	58451	61699	64945
13	450-474	Assistant Transportation Engineer	453	45463	48304	51144	53988	56828	51957	55204	58451	61699	64945
13	450-474	Planner	465	45463	48304	51144	53988	56828	51957	55204	58451	61699	64945
13	450-474	Senior Geographic Information System Specialist	471	45463	48304	51144	53988	56828	51957	55204	58451	61699	64945
13	450-474	Senior Wastewater Treatment Plant Operator	473	45463	48304	51144	53988	56828	51957	55204	58451	61699	64945
13	450-474	Senior Water Treatment Plant Operator	473	45463	48304	51144	53988	56828	51957	55204	58451	61699	64945
12	425-449	GIAC Program Leader	438	43912	46656	49403	52147	54891	50185	53322	56460	59597	62733
12	425-449	Geographic Information System Specialist	427	43912	46656	49403	52147	54891	50185	53322	56460	59597	62733
12	425-449	Recreation Program Specialist	435	43912	46656	49403	52147	54891	50185	53322	56460	59597	62733
12	425-449	Specialist in Recreation for Individuals with Disabilities	432	43912	46656	49403	52147	54891	50185	53322	56460	59597	62733
12	425-449	Youth Program Leader	432	43912	46656	49403	52147	54891	50185	53322	56460	59597	62733
11	400-424	Housing Inspector	421	42361	45010	47658	50305	52953	48414	51441	54465	57492	60518
11	400-424	Recreation Program Leader	408	42361	45010	47658	50305	52953	48414	51441	54465	57492	60518
11	400-424	Senior Community Service Officer	422	42361	45010	47658	50305	52953	48414	51441	54465	57492	60518
11	400-424	Senior Water Meter Technician	410	42361	45010	47658	50305	52953	48414	51441	54465	57492	60518
10	375-399	Electrical Technician	391	40812	43364	45913	48466	51017	46643	49558	52474	55389	58303
10	375-399	Engineering Technician	396	40812	43364	45913	48466	51017	46643	49558	52474	55389	58303
10	375-399	Network Integration Specialist	397	40812	43364	45913	48466	51017	46643	49558	52474	55389	58303
10	375-399	Supervising Customer Service Representative	399	40812	43364	45913	48466	51017	46643	49558	52474	55389	58303
9	350-374	Wastewater Treatment Plant Operator	352	39263	41716	44171	46624	49078	44872	47676	50482	53285	56090
9	350-374	Water Treatment Plant Operator	352	39263	41716	44171	46624	49078	44872	47676	50482	53285	56090

2021 CSEA ADMINISTRATIVE UNIT GRADE PLAN - effective June 11, 2021

Grade	Point Range	Title	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
8	325-349	Administrative Assistant	328	37713	40071	42429	44783	47141	43101	45795	48489	51180	53876
8	325-349	Geographic Information System Map Technician	346	37713	40071	42429	44783	47141	43101	45795	48489	51180	53876
8	325-349	Laboratory Technician	340	37713	40071	42429	44783	47141	43101	45795	48489	51180	53876
8	325-349	Utilities Systems Location Technician	346	37713	40071	42429	44783	47141	43101	45795	48489	51180	53876
7	300-324	Community Service Officer	307	36163	38425	40683	42944	45205	41330	43914	46495	49078	51661
7	300-324	Customer Service Representative	322	36163	38425	40683	42944	45205	41330	43914	46495	49078	51661
6	275-299	Exterior Property Maintenance Inspector	295	34612	36778	38940	41104	43267	39559	42030	44503	46977	49447
6	275-299	Financial Management Assistant	298	34612	36778	38940	41104	43267	39559	42030	44503	46977	49447
6	275-299	Permit Clerk	292	34612	36778	38940	41104	43267	39559	42030	44503	46977	49447
6	275-299	Stock Room Clerk	289	34612	36778	38940	41104	43267	39559	42030	44503	46977	49447
6	275-299	Water Meter Technician	283	34612	36778	38940	41104	43267	39559	42030	44503	46977	49447
5	250-274	Customer Service Representative Trainee	259	33062	35130	37196	39263	41330	37788	40149	42509	44872	47234
5	250-274	GIAC Program Assistant	259	33062	35130	37196	39263	41330	37788	40149	42509	44872	47234
5	250-274	Office Assistant	265	33062	35130	37196	39263	41330	37788	40149	42509	44872	47234
5	250-274	Recreation Program Assistant	265	33062	35130	37196	39263	41330	37788	40149	42509	44872	47234
5	250-274	Youth Program Assistant	253	33062	35130	37196	39263	41330	37788	40149	42509	44872	47234
4	225-249	Wastewater Treatment Plant Operator Trainee	229	31514	33484	35453	37424	39393	36016	38266	40517	42768	45018
4	225-249	Water Treatment Plant Operator Trainee	229	31514	33484	35453	37424	39393	36016	38266	40517	42768	45018
3	200-224	Financial Clerk	209	29963	31837	33709	35583	37456	34243	36384	38525	40666	42806
2	175-199	Data Entry Specialist	185	28414	30189	31968	33741	35517	32473	34502	36533	38562	40592
2	175-199	Keyboard Specialist	179	28414	30189	31968	33741	35517	32473	34502	36533	38562	40592
2	175-199	Receptionist	179	28414	30189	31968	33741	35517	32473	34502	36533	38562	40592
1	below 175	No titles assigned		26864	28543	30222	31899	33580	30702	32621	34539	36458	38378

2022 CSEA ADMINISTRATIVE UNIT GRADE PLAN

Grade	Point Range	Title	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
18	575-599	Senior Plan Examiner	597	54542	57951	61358	64769	68176	62333	66229	70124	74020	77915
17	550-574	Electrical Inspector	551	52955	56263	59573	62883	66192	60518	64301	68084	71866	75647
17	550-574	Geographic Information System Administrator	553	52955	56263	59573	62883	66192	60518	64301	68084	71866	75647
17	550-574	Plumbing Inspector	557	52955	56263	59573	62883	66192	60518	64301	68084	71866	75647
17	550-574	Watershed Coordinator	551	52955	56263	59573	62883	66192	60518	64301	68084	71866	75647
16	525-549	Environmental and Landscape Planner	545	51365	54577	57784	60994	64205	58703	62371	66041	69708	73378
16	525-549	Historic Preservation and Neighborhood Planner	545	51365	54577	57784	60994	64205	58703	62371	66041	69708	73378
16	525-549	Housing Code Supervisor	547	51365	54577	57784	60994	64205	58703	62371	66041	69708	73378
16	525-549	Laboratory Director	529	51365	54577	57784	60994	64205	58703	62371	66041	69708	73378
16	525-549	Senior Code Inspector	539	51365	54577	57784	60994	64205	58703	62371	66041	69708	73378
16	525-549	Senior Planner	545	51365	54577	57784	60994	64205	58703	62371	66041	69708	73378
16	525-549	Supervisor of Electrical Services	527	51365	54577	57784	60994	64205	58703	62371	66041	69708	73378
15	500-524	Assistant Chief Wastewater Treatment Plant Operator	515	49775	52887	55999	59110	62221	56888	60442	63997	67554	71109
15	500-524	Assistant Chief Water Treatment Plant Operator	515	49775	52887	55999	59110	62221	56888	60442	63997	67554	71109
15	500-524	Coordinator of Recreation Programs for Individuals with Disabilities	509	49775	52887	55999	59110	62221	56888	60442	63997	67554	71109
15	500-524	GIAC Program Coordinator	509	49775	52887	55999	59110	62221	56888	60442	63997	67554	71109
15	500-524	Historic Preservation Planner	515	49775	52887	55999	59110	62221	56888	60442	63997	67554	71109
15	500-524	Hospitality Employment Training Program Coordinator	503	49775	52887	55999	59110	62221	56888	60442	63997	67554	71109
15	500-524	Recreation Program Coordinator	505	49775	52887	55999	59110	62221	56888	60442	63997	67554	71109
15	500-524	Sidewalk Program Manager	509	49775	52887	55999	59110	62221	56888	60442	63997	67554	71109
15	500-524	Youth Program Coordinator	515	49775	52887	55999	59110	62221	56888	60442	63997	67554	71109
14	475-499	Code Inspector	493	48187	51201	54212	57222	60234	55072	58515	61956	65397	68840
14	475-499	Electrician	477	48187	51201	54212	57222	60234	55072	58515	61956	65397	68840
14	475-499	Stock Room Manager	479	48187	51201	54212	57222	60234	55072	58515	61956	65397	68840
13	450-474	Assistant Civil Engineer	459	46600	49512	52423	55338	58249	53256	56584	59912	63241	66569
13	450-474	Building Inspector	463	46600	49512	52423	55338	58249	53256	56584	59912	63241	66569
13	450-474	Forestry Technician	471	46600	49512	52423	55338	58249	53256	56584	59912	63241	66569
13	450-474	Assistant Transportation Engineer	453	46600	49512	52423	55338	58249	53256	56584	59912	63241	66569
13	450-474	Planner	465	46600	49512	52423	55338	58249	53256	56584	59912	63241	66569
13	450-474	Senior Geographic Information System Specialist	471	46600	49512	52423	55338	58249	53256	56584	59912	63241	66569
13	450-474	Senior Wastewater Treatment Plant Operator	473	46600	49512	52423	55338	58249	53256	56584	59912	63241	66569
13	450-474	Senior Water Treatment Plant Operator	473	46600	49512	52423	55338	58249	53256	56584	59912	63241	66569
12	425-449	GIAC Program Leader	438	45010	47822	50638	53451	56263	51440	54655	57872	61087	64301
12	425-449	Geographic Information System Specialist	427	45010	47822	50638	53451	56263	51440	54655	57872	61087	64301
12	425-449	Recreation Program Specialist	435	45010	47822	50638	53451	56263	51440	54655	57872	61087	64301
12	425-449	Specialist in Recreation for Individuals with Disabilities	432	45010	47822	50638	53451	56263	51440	54655	57872	61087	64301
12	425-449	Youth Program Leader	432	45010	47822	50638	53451	56263	51440	54655	57872	61087	64301
11	400-424	Housing Inspector	421	43420	46135	48849	51563	54277	49624	52727	55827	58929	62031
11	400-424	Recreation Program Leader	408	43420	46135	48849	51563	54277	49624	52727	55827	58929	62031
11	400-424	Senior Community Service Officer	422	43420	46135	48849	51563	54277	49624	52727	55827	58929	62031
11	400-424	Senior Water Meter Technician	410	43420	46135	48849	51563	54277	49624	52727	55827	58929	62031
10	375-399	Electrical Technician	391	41832	44448	47061	49678	52292	47809	50797	53786	56774	59761
10	375-399	Engineering Technician	396	41832	44448	47061	49678	52292	47809	50797	53786	56774	59761
10	375-399	Network Integration Specialist	397	41832	44448	47061	49678	52292	47809	50797	53786	56774	59761
10	375-399	Supervising Customer Service Representative	399	41832	44448	47061	49678	52292	47809	50797	53786	56774	59761
9	350-374	Wastewater Treatment Plant Operator	352	40245	42759	45275	47790	50305	45994	48868	51744	54617	57492
9	350-374	Water Treatment Plant Operator	352	40245	42759	45275	47790	50305	45994	48868	51744	54617	57492

2022 CSEA ADMINISTRATIVE UNIT GRADE PLAN

Grade	Point Range	Title	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
8	325-349	Administrative Assistant	328	38656	41073	43490	45903	48320	44179	46940	49701	52460	55223
8	325-349	Geographic Information System Map Technician	346	38656	41073	43490	45903	48320	44179	46940	49701	52460	55223
8	325-349	Laboratory Technician	340	38656	41073	43490	45903	48320	44179	46940	49701	52460	55223
8	325-349	Utilities Systems Location Technician	346	38656	41073	43490	45903	48320	44179	46940	49701	52460	55223
7	300-324	Community Service Officer	307	37067	39386	41700	44018	46335	42363	45012	47657	50305	52953
7	300-324	Customer Service Representative	322	37067	39386	41700	44018	46335	42363	45012	47657	50305	52953
6	275-299	Exterior Property Maintenance Inspector	295	35477	37697	39914	42132	44349	40548	43081	45616	48151	50683
6	275-299	Financial Management Assistant	298	35477	37697	39914	42132	44349	40548	43081	45616	48151	50683
6	275-299	Permit Clerk	292	35477	37697	39914	42132	44349	40548	43081	45616	48151	50683
6	275-299	Stock Room Clerk	289	35477	37697	39914	42132	44349	40548	43081	45616	48151	50683
6	275-299	Water Meter Technician	283	35477	37697	39914	42132	44349	40548	43081	45616	48151	50683
5	250-274	Customer Service Representative Trainee	259	33889	36008	38126	40245	42363	38733	41153	43572	45994	48415
5	250-274	GIAC Program Assistant	259	33889	36008	38126	40245	42363	38733	41153	43572	45994	48415
5	250-274	Office Assistant	265	33889	36008	38126	40245	42363	38733	41153	43572	45994	48415
5	250-274	Recreation Program Assistant	265	33889	36008	38126	40245	42363	38733	41153	43572	45994	48415
5	250-274	Youth Program Assistant	253	33889	36008	38126	40245	42363	38733	41153	43572	45994	48415
4	225-249	Wastewater Treatment Plant Operator Trainee	229	32302	34321	36339	38360	40378	36916	39223	41530	43837	46143
4	225-249	Water Treatment Plant Operator Trainee	229	32302	34321	36339	38360	40378	36916	39223	41530	43837	46143
3	200-224	Financial Clerk	209	30712	32633	34552	36473	38392	35099	37294	39488	41683	43876
2	175-199	Data Entry Specialist	185	29124	30944	32767	34585	36405	33285	35365	37446	39526	41607
2	175-199	Keyboard Specialist	179	29124	30944	32767	34585	36405	33285	35365	37446	39526	41607
2	175-199	Receptionist	179	29124	30944	32767	34585	36405	33285	35365	37446	39526	41607
1	below 175	No titles assigned		27536	29257	30978	32696	34420	31470	33437	35402	37369	39337

2023 CSEA ADMINISTRATIVE UNIT GRADE PLAN

Grade	Point Range	Title	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
18	575-599	Senior Plan Examiner	597	55769	59255	62739	66226	69710	63735	67719	71702	75685	79668
17	550-574	Electrical Inspector	551	54146	57529	60913	64298	67681	61880	65748	69616	73483	77349
17	550-574	Geographic Information System Administrator	553	54146	57529	60913	64298	67681	61880	65748	69616	73483	77349
17	550-574	Plumbing Inspector	557	54146	57529	60913	64298	67681	61880	65748	69616	73483	77349
17	550-574	Watershed Coordinator	551	54146	57529	60913	64298	67681	61880	65748	69616	73483	77349
16	525-549	Environmental and Landscape Planner	545	52521	55805	59084	62366	65650	60024	63774	67527	71276	75029
16	525-549	Historic Preservation and Neighborhood Planner	545	52521	55805	59084	62366	65650	60024	63774	67527	71276	75029
16	525-549	Housing Code Supervisor	547	52521	55805	59084	62366	65650	60024	63774	67527	71276	75029
16	525-549	Laboratory Director	529	52521	55805	59084	62366	65650	60024	63774	67527	71276	75029
16	525-549	Senior Code Inspector	539	52521	55805	59084	62366	65650	60024	63774	67527	71276	75029
16	525-549	Senior Planner	545	52521	55805	59084	62366	65650	60024	63774	67527	71276	75029
16	525-549	Supervisor of Electrical Services	527	52521	55805	59084	62366	65650	60024	63774	67527	71276	75029
15	500-524	Assistant Chief Wastewater Treatment Plant Operator	515	50895	54077	57259	60440	63621	58168	61802	65437	69074	72709
15	500-524	Assistant Chief Water Treatment Plant Operator	515	50895	54077	57259	60440	63621	58168	61802	65437	69074	72709
15	500-524	Coordinator of Recreation Programs for Individuals with Disabilities	509	50895	54077	57259	60440	63621	58168	61802	65437	69074	72709
15	500-524	GIAC Program Coordinator	509	50895	54077	57259	60440	63621	58168	61802	65437	69074	72709
15	500-524	Historic Preservation Planner	515	50895	54077	57259	60440	63621	58168	61802	65437	69074	72709
15	500-524	Hospitality Employment Training Program Coordinator	503	50895	54077	57259	60440	63621	58168	61802	65437	69074	72709
15	500-524	Recreation Program Coordinator	505	50895	54077	57259	60440	63621	58168	61802	65437	69074	72709
15	500-524	Sidewalk Program Manager	509	50895	54077	57259	60440	63621	58168	61802	65437	69074	72709
15	500-524	Youth Program Coordinator	515	50895	54077	57259	60440	63621	58168	61802	65437	69074	72709
14	475-499	Code Inspector	493	49271	52353	55432	58509	61589	56311	59832	63350	66868	70389
14	475-499	Electrician	477	49271	52353	55432	58509	61589	56311	59832	63350	66868	70389
14	475-499	Stock Room Manager	479	49271	52353	55432	58509	61589	56311	59832	63350	66868	70389
13	450-474	Assistant Civil Engineer	459	47649	50626	53603	56583	59560	54454	57857	61260	64664	68067
13	450-474	Building Inspector	463	47649	50626	53603	56583	59560	54454	57857	61260	64664	68067
13	450-474	Forestry Technician	471	47649	50626	53603	56583	59560	54454	57857	61260	64664	68067
13	450-474	Assistant Transportation Engineer	453	47649	50626	53603	56583	59560	54454	57857	61260	64664	68067
13	450-474	Planner	465	47649	50626	53603	56583	59560	54454	57857	61260	64664	68067
13	450-474	Senior Geographic Information System Specialist	471	47649	50626	53603	56583	59560	54454	57857	61260	64664	68067
13	450-474	Senior Wastewater Treatment Plant Operator	473	47649	50626	53603	56583	59560	54454	57857	61260	64664	68067
13	450-474	Senior Water Treatment Plant Operator	473	47649	50626	53603	56583	59560	54454	57857	61260	64664	68067
12	425-449	GIAC Program Leader	438	46023	48898	51777	54654	57529	52597	55885	59174	62461	65748
12	425-449	Geographic Information System Specialist	427	46023	48898	51777	54654	57529	52597	55885	59174	62461	65748
12	425-449	Recreation Program Specialist	435	46023	48898	51777	54654	57529	52597	55885	59174	62461	65748
12	425-449	Specialist in Recreation for Individuals with Disabilities	432	46023	48898	51777	54654	57529	52597	55885	59174	62461	65748
12	425-449	Youth Program Leader	432	46023	48898	51777	54654	57529	52597	55885	59174	62461	65748
11	400-424	Housing Inspector	421	44397	47173	49948	52723	55498	50741	53913	57083	60255	63427
11	400-424	Recreation Program Leader	408	44397	47173	49948	52723	55498	50741	53913	57083	60255	63427
11	400-424	Senior Community Service Officer	422	44397	47173	49948	52723	55498	50741	53913	57083	60255	63427
11	400-424	Senior Water Meter Technician	410	44397	47173	49948	52723	55498	50741	53913	57083	60255	63427
10	375-399	Electrical Technician	391	42773	45448	48120	50796	53469	48885	51940	54996	58051	61106
10	375-399	Engineering Technician	396	42773	45448	48120	50796	53469	48885	51940	54996	58051	61106
10	375-399	Network Integration Specialist	397	42773	45448	48120	50796	53469	48885	51940	54996	58051	61106
10	375-399	Supervising Customer Service Representative	399	42773	45448	48120	50796	53469	48885	51940	54996	58051	61106
9	350-374	Wastewater Treatment Plant Operator	352	41151	43721	46294	48865	51437	47029	49968	52908	55846	58786
9	350-374	Water Treatment Plant Operator	352	41151	43721	46294	48865	51437	47029	49968	52908	55846	58786

2023 CSEA ADMINISTRATIVE UNIT GRADE PLAN

Grade	Point Range	Title	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
8	325-349	Administrative Assistant	328	39526	41997	44469	46936	49407	45173	47996	50819	53640	56466
8	325-349	Geographic Information System Map Technician	346	39526	41997	44469	46936	49407	45173	47996	50819	53640	56466
8	325-349	Laboratory Technician	340	39526	41997	44469	46936	49407	45173	47996	50819	53640	56466
8	325-349	Utilities Systems Location Technician	346	39526	41997	44469	46936	49407	45173	47996	50819	53640	56466
7	300-324	Community Service Officer	307	37901	40272	42638	45008	47378	43316	46025	48729	51437	54144
7	300-324	Customer Service Representative	322	37901	40272	42638	45008	47378	43316	46025	48729	51437	54144
6	275-299	Exterior Property Maintenance Inspector	295	36275	38545	40812	43080	45347	41460	44050	46642	49234	51823
6	275-299	Financial Management Assistant	298	36275	38545	40812	43080	45347	41460	44050	46642	49234	51823
6	275-299	Permit Clerk	292	36275	38545	40812	43080	45347	41460	44050	46642	49234	51823
6	275-299	Stock Room Clerk	289	36275	38545	40812	43080	45347	41460	44050	46642	49234	51823
6	275-299	Water Meter Technician	283	36275	38545	40812	43080	45347	41460	44050	46642	49234	51823
5	250-274	Customer Service Representative Trainee	259	34652	36818	38984	41151	43316	39604	42079	44552	47029	49504
5	250-274	GIAC Program Assistant	259	34652	36818	38984	41151	43316	39604	42079	44552	47029	49504
5	250-274	Office Assistant	265	34652	36818	38984	41151	43316	39604	42079	44552	47029	49504
5	250-274	Recreation Program Assistant	265	34652	36818	38984	41151	43316	39604	42079	44552	47029	49504
5	250-274	Youth Program Assistant	253	34652	36818	38984	41151	43316	39604	42079	44552	47029	49504
4	225-249	Wastewater Treatment Plant Operator Trainee	229	33029	35093	37157	39223	41287	37747	40106	42464	44823	47181
4	225-249	Water Treatment Plant Operator Trainee	229	33029	35093	37157	39223	41287	37747	40106	42464	44823	47181
3	200-224	Financial Clerk	209	31403	33367	35329	37294	39256	35889	38133	40376	42621	44863
2	175-199	Data Entry Specialist	185	29779	31640	33504	35363	37224	34034	36161	38289	40415	42543
2	175-199	Keyboard Specialist	179	29779	31640	33504	35363	37224	34034	36161	38289	40415	42543
2	175-199	Receptionist	179	29779	31640	33504	35363	37224	34034	36161	38289	40415	42543
1	below 175	No titles assigned		28156	29915	31675	33432	35194	32178	34189	36199	38210	40222

2024 CSEA ADMINISTRATIVE UNIT GRADE PLAN

Grade	Point Range	Title	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
18	575-599	Senior Plan Examiner	597	57024	60588	64151	67716	71278	65169	69243	73315	77388	81461
17	550-574	Electrical Inspector	551	55364	58823	62284	65745	69204	63272	67227	71182	75136	79089
17	550-574	Geographic Information System Administrator	553	55364	58823	62284	65745	69204	63272	67227	71182	75136	79089
17	550-574	Plumbing Inspector	557	55364	58823	62284	65745	69204	63272	67227	71182	75136	79089
17	550-574	Watershed Coordinator	551	55364	58823	62284	65745	69204	63272	67227	71182	75136	79089
16	525-549	Environmental and Landscape Planner	545	53703	57061	60413	63769	67127	61375	65209	69046	72880	76717
16	525-549	Historic Preservation and Neighborhood Planner	545	53703	57061	60413	63769	67127	61375	65209	69046	72880	76717
16	525-549	Housing Code Supervisor	547	53703	57061	60413	63769	67127	61375	65209	69046	72880	76717
16	525-549	Laboratory Director	529	53703	57061	60413	63769	67127	61375	65209	69046	72880	76717
16	525-549	Senior Code Inspector	539	53703	57061	60413	63769	67127	61375	65209	69046	72880	76717
16	525-549	Senior Planner	545	53703	57061	60413	63769	67127	61375	65209	69046	72880	76717
16	525-549	Supervisor of Electrical Services	527	53703	57061	60413	63769	67127	61375	65209	69046	72880	76717
15	500-524	Assistant Chief Wastewater Treatment Plant Operator	515	52040	55294	58547	61800	65052	59477	63193	66909	70628	74345
15	500-524	Assistant Chief Water Treatment Plant Operator	515	52040	55294	58547	61800	65052	59477	63193	66909	70628	74345
15	500-524	Coordinator of Recreation Programs for Individuals with Disabilities	509	52040	55294	58547	61800	65052	59477	63193	66909	70628	74345
15	500-524	GIAC Program Coordinator	509	52040	55294	58547	61800	65052	59477	63193	66909	70628	74345
15	500-524	Historic Preservation Planner	515	52040	55294	58547	61800	65052	59477	63193	66909	70628	74345
15	500-524	Hospitality Employment Training Program Coordinator	503	52040	55294	58547	61800	65052	59477	63193	66909	70628	74345
15	500-524	Recreation Program Coordinator	505	52040	55294	58547	61800	65052	59477	63193	66909	70628	74345
15	500-524	Sidewalk Program Manager	509	52040	55294	58547	61800	65052	59477	63193	66909	70628	74345
15	500-524	Youth Program Coordinator	515	52040	55294	58547	61800	65052	59477	63193	66909	70628	74345
14	475-499	Code Inspector	493	50380	53531	56679	59825	62975	57578	61178	64775	68373	71973
14	475-499	Electrician	477	50380	53531	56679	59825	62975	57578	61178	64775	68373	71973
14	475-499	Stock Room Manager	479	50380	53531	56679	59825	62975	57578	61178	64775	68373	71973
13	450-474	Assistant Civil Engineer	459	48721	51765	54809	57856	60900	55679	59159	62638	66119	69599
13	450-474	Building Inspector	463	48721	51765	54809	57856	60900	55679	59159	62638	66119	69599
13	450-474	Forestry Technician	471	48721	51765	54809	57856	60900	55679	59159	62638	66119	69599
13	450-474	Assistant Transportation Engineer	453	48721	51765	54809	57856	60900	55679	59159	62638	66119	69599
13	450-474	Planner	465	48721	51765	54809	57856	60900	55679	59159	62638	66119	69599
13	450-474	Senior Geographic Information System Specialist	471	48721	51765	54809	57856	60900	55679	59159	62638	66119	69599
13	450-474	Senior Wastewater Treatment Plant Operator	473	48721	51765	54809	57856	60900	55679	59159	62638	66119	69599
13	450-474	Senior Water Treatment Plant Operator	473	48721	51765	54809	57856	60900	55679	59159	62638	66119	69599
12	425-449	GIAC Program Leader	438	47059	49998	52942	55884	58823	53780	57142	60505	63866	67227
12	425-449	Geographic Information System Specialist	427	47059	49998	52942	55884	58823	53780	57142	60505	63866	67227
12	425-449	Recreation Program Specialist	435	47059	49998	52942	55884	58823	53780	57142	60505	63866	67227
12	425-449	Specialist in Recreation for Individuals with Disabilities	432	47059	49998	52942	55884	58823	53780	57142	60505	63866	67227
12	425-449	Youth Program Leader	432	47059	49998	52942	55884	58823	53780	57142	60505	63866	67227
11	400-424	Housing Inspector	421	45396	48234	51072	53909	56747	51883	55126	58367	61611	64854
11	400-424	Recreation Program Leader	408	45396	48234	51072	53909	56747	51883	55126	58367	61611	64854
11	400-424	Senior Community Service Officer	422	45396	48234	51072	53909	56747	51883	55126	58367	61611	64854
11	400-424	Senior Water Meter Technician	410	45396	48234	51072	53909	56747	51883	55126	58367	61611	64854
10	375-399	Electrical Technician	391	43735	46471	49203	51939	54672	49985	53109	56233	59357	62481
10	375-399	Engineering Technician	396	43735	46471	49203	51939	54672	49985	53109	56233	59357	62481
10	375-399	Network Integration Specialist	397	43735	46471	49203	51939	54672	49985	53109	56233	59357	62481
10	375-399	Supervising Customer Service Representative	399	43735	46471	49203	51939	54672	49985	53109	56233	59357	62481
9	350-374	Wastewater Treatment Plant Operator	352	42077	44705	47336	49964	52594	48087	51092	54098	57103	60109
9	350-374	Water Treatment Plant Operator	352	42077	44705	47336	49964	52594	48087	51092	54098	57103	60109

2024 CSEA ADMINISTRATIVE UNIT GRADE PLAN

Grade	Point Range	Title	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
8	325-349	Administrative Assistant	328	40415	42942	45470	47992	50519	46189	49076	51962	54847	57736
8	325-349	Geographic Information System Map Technician	346	40415	42942	45470	47992	50519	46189	49076	51962	54847	57736
8	325-349	Laboratory Technician	340	40415	42942	45470	47992	50519	46189	49076	51962	54847	57736
8	325-349	Utilities Systems Location Technician	346	40415	42942	45470	47992	50519	46189	49076	51962	54847	57736
7	300-324	Community Service Officer	307	38754	41178	43597	46021	48444	44291	47061	49825	52594	55362
7	300-324	Customer Service Representative	322	38754	41178	43597	46021	48444	44291	47061	49825	52594	55362
6	275-299	Exterior Property Maintenance Inspector	295	37091	39412	41730	44049	46367	42393	45041	47691	50342	52989
6	275-299	Financial Management Assistant	298	37091	39412	41730	44049	46367	42393	45041	47691	50342	52989
6	275-299	Permit Clerk	292	37091	39412	41730	44049	46367	42393	45041	47691	50342	52989
6	275-299	Stock Room Clerk	289	37091	39412	41730	44049	46367	42393	45041	47691	50342	52989
6	275-299	Water Meter Technician	283	37091	39412	41730	44049	46367	42393	45041	47691	50342	52989
5	250-274	Customer Service Representative Trainee	259	35432	37646	39861	42077	44291	40495	43026	45554	48087	50618
5	250-274	GIAC Program Assistant	259	35432	37646	39861	42077	44291	40495	43026	45554	48087	50618
5	250-274	Office Assistant	265	35432	37646	39861	42077	44291	40495	43026	45554	48087	50618
5	250-274	Recreation Program Assistant	265	35432	37646	39861	42077	44291	40495	43026	45554	48087	50618
5	250-274	Youth Program Assistant	253	35432	37646	39861	42077	44291	40495	43026	45554	48087	50618
4	225-249	Wastewater Treatment Plant Operator Trainee	229	33772	35883	37993	40106	42216	38596	41008	43419	45832	48243
4	225-249	Water Treatment Plant Operator Trainee	229	33772	35883	37993	40106	42216	38596	41008	43419	45832	48243
3	200-224	Financial Clerk	209	32110	34118	36124	38133	40139	36697	38991	41284	43580	45872
2	175-199	Data Entry Specialist	185	30449	32352	34258	36159	38062	34800	36975	39151	41324	43500
2	175-199	Keyboard Specialist	179	30449	32352	34258	36159	38062	34800	36975	39151	41324	43500
2	175-199	Receptionist	179	30449	32352	34258	36159	38062	34800	36975	39151	41324	43500
1	below 175	No titles assigned		28790	30588	32388	34184	35986	32902	34958	37013	39070	41127

APPENDIX B

Dear

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

If you wish to grieve this Notice of Discipline, you may do so by completing a Grievance Form and filing it within twenty working days of service of this Notice with this Office.

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

You and/or your representative should contact this office within ten (10) calendar days to arrange a meeting to discuss the possibility of settling this Notice of Discipline on a mutually satisfactory basis. Such settlement discussion in no way abridges or otherwise limits your contractual rights to appeal this Notice of Discipline.

Very truly yours,