

AGREEMENT

by and between the

CITY OF AUBURN

and the

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

**City of Auburn (Professional & Administrative) Unit 6251-02
Cayuga County Local 806**

July 1, 2015 – June 30, 2019

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ARTICLE I RECOGNITION

1. Bargaining Unit

The Employer hereby recognizes the Civil Service Employees Association Inc., Local 1000 AFSCME/AFL-CIO, hereinafter referred to as the "Association", as the sole and exclusive collective negotiating agent for all part-time, 35-hour, and 40-hour employees holding the title of Assessor, Assistant Civil Engineer, Chief Wastewater Treatment Plant Operator, Chief Water Treatment Plant Operator, City Treasurer, Deputy City Clerk, Junior Engineer, Parking Garage Supervisor, Planning & Economic Development Program Manager, Sanitation Supervisor, Secretary to the Director of Planning & Economic Development, Senior Code Enforcement Officer, Senior Planner, and Water & Sewer Supervisor of the City of Auburn for the purpose of collective negotiations and administration of grievances arising there under. All other employees of the City of Auburn are excluded. The salary grade of any new position in the Bargaining Unit will be initially established by the Employer and written notice provided to the Association which may request negotiations thereon within ten days of said notice.

2. Obligations of the Association

The Association expressly agrees, as a condition of the recognition contained in this Article, not to discriminate in representation of all of the employees within the unit, whether members of the Association or not; or to engage in a strike, slowdown, or other work stoppage, nor to instigate, encourage, or condone the same.

3. The Employer and the Association agree not to discriminate against employees on the basis of sex, age, color, creed, or national origins, either in employment or membership.

4. For the purpose of this Agreement -

"Part-time" employees shall be defined as employees who are regularly scheduled to work twenty (20) hours or less per calendar week. Part time employees shall be eligible for membership upon completion of probation.

ARTICLE II ASSOCIATION SECURITY

1. Dues

The Employer hereby agrees to deduct biweekly from the pay of each employee covered by this Agreement an amount of money in payment of uniform dues in the Association, and premiums for any other CSEA sponsored programs for those employees who have authorized such deductions by the Employer. The Employer further agrees to transmit said deductions to the Association monthly. Any and all deductions for CSEA sponsored Automobile, Home Owners, and Permanent Life Insurance premiums may be combined in one deduction and shall be remitted to CSEA, Inc. along with Dues/Agency Fees.

The Association, having been recognized as the exclusive representative of employees within the Bargaining Unit, shall be entitled to have deductions made biweekly from the pay of each non-Association member in the Bargaining Unit an amount equivalent to the dues levied to members of the Association. Non-members of the Association shall be entitled upon request of a refund of a prorated amount of their agency shop fee deduction used by the Association in aid of activities or causes of a political or ideological nature. The Association agrees to hold the Employer harmless for any and all damages it may sustain as a result of making this deduction.

The Association hereby agrees to hold the Employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

2. Discrimination

Membership in the Association shall be voluntary and the Employer agrees that there shall be no discrimination, interference, restraint, or coercion by the Employer, or any of its agents, against any employee because of his/her membership in the Association or because of any lawful activities on behalf of the Association and his/her fellow members.

3. Association Business

The Association may designate two (2) or more delegates who will be given a leave of absence with pay for up to a total of ten (10) days (the total of 10 days to be shared by all such delegates) in each contract year to attend conventions or meetings of the Association; if such days are regularly scheduled workdays of the designated delegates. For Association meetings only, the Union agrees to give the City five (5) days prior notice thereof.

When the President of the Cayuga County Local 806 of the Civil Service Employees Association is a City of Auburn employee, five (5) additional days per contract year will be granted for his/her attendance at conventions and meetings of the Association.

The Association may designate up to two (2) delegates to attend other conventions and regional meetings of the Association and with the approval of the Department Head and the City Manager such delegates shall be given leaves of absence of up to two (2) days to attend such meetings without pay.

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties, without loss of pay or additional pay, to fulfill these obligations, provided they notify their Department Head and no inordinate interruption of work is caused by same.

4. Negotiations

Up to four (4) delegates shall be paid for attending contract negotiation sessions if held during their normal working hours.

5. Bulletin Boards

The Employer agrees to provide access to the Association's bulletin boards in its various departments for the posting of notices by the Association. The Association will be responsible for the maintenance of the bulletin board and agrees that all materials posted shall be timely and will not contain political or controversial material and that any item to be posted which is outside the realm of the business of the Association shall be approved by the City Manager and the Association before posting.

6. Insurance Program

The Association shall have the right to designate a representative of the Association's Health and Accident Insurance Program, and the Association's Life Insurance Program, to visit the employees covered under this Agreement on the job for the purpose of providing this protection and servicing claims, provided, however, the appropriate supervisor is notified and total assurance is given him/her that no inordinate interruption in the work of the employee will be involved.

7. Payroll Savings Plan

The Employer agrees to deduct for a payroll savings plan from those employees who have authorized such deduction and to transmit said deductions to a local savings bank or credit union.

8. Field Representative

The Association Field Representative may, for purposes of administering this Agreement, meet with employees on the job provided the appropriate supervisor is informed and such meeting causes no inordinate interruption of work.

9. Meetings

The Employer agrees to provide a municipal facility for use by the Association for meetings so long as such meetings do not interfere with operations. Such facilities are to be designated by the Employer and will be based upon the type of Association meeting to be conducted.

10. Deferred Compensation

The Employer agrees to deduct for a payroll deferred compensation plan for those employees who have authorized such deductions and to transmit said deduction to the approved deferred compensation carrier for the City of Auburn in accordance with State regulations.

11. Job Security

No current employee shall lose their job with the City of Auburn as a result of the City's decision to contract out services currently provided by City CSEA employees. Where necessary and possible, the City will provide retraining to affected employees.

**ARTICLE III
PROBATIONARY PERIODS**

All new employees and all employees with less than twenty-six (26) weeks service on the effective date of this Agreement shall be regarded as probationary employees until they have been employed, within the negotiating unit, for a period of twenty-six (26) weeks. Absence from work for any reason shall not be included in calculating an employee's twenty-six (26) week probationary period. Probationary employees may be discharged in the sole discretion of the Employer, and without recourse to this Agreement. All persons and/or current employees appointed to a new classification shall be on a probationary basis for not more than thirteen (13) weeks.

Employees defined as temporary by Civil Service Law and Rules, and not as "temporary" as defined in this Agreement, shall be covered by this Article, but this Article shall not be interpreted as affecting in any way a decision of the Employer to continue or terminate such an employee, but rather the Civil Service Law and Rules shall apply to all such decisions, unless the Employer's decision was to terminate such an employee prior to the completion of his/her probationary period, as defined in this Article.

**ARTICLE IV
MANAGEMENT RIGHTS**

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote, and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

**ARTICLE V
WAGES**

The wages of all represented titles and positions shall be increased in accordance with the following schedule:

On July 1, 2015	0.00%
On July 1, 2016	1.50%
On July 1, 2017	1.75%
On July 1, 2018	2.00%

On July 1, 2015, a new 15-step salary schedule, attached here-to as appendix A, with a step differential of 2.5% will be implemented. Any employee whose salary as of June 30, 2015 is between steps on the new salary schedule will move to the closest, higher step on the new wage schedule.

Any employee not at step 15 on July 1, 2015, will advance to the next step on their annual review date in accordance with the Appointment Section below.

Appointment

The minimum rate for each of the classifications covered in Appendix A of this Agreement shall be paid to an employee upon their appointment to the position. Increases to the next step shall be upon satisfactory completion of the twenty-six (26) week probationary period. Advancement to the next step shall be on the anniversary date of completion of the probationary period and upon recommendation of the Department Head after a review of the employee's Performance Evaluation Report.

If, for whatever reason, an employee is appointed to a position at a step higher than Step A, he/she will be eligible for a step increase after twelve (12) months and each twelve (12) months thereafter.

In addition to the above wages:

1. The City will continue its present practice of providing uniforms to those employees and/or positions receiving them.
2. Each employee shall receive longevity pay of Four Hundred Dollars (\$400) annually for each consecutive four (4) years of service. In calculating consecutive service for purposes of longevity pay, only resignation, discharge, or other termination of employment shall be considered as terminating consecutive service. However, no accumulation of consecutive service shall occur while an employee is suspended for periods of two (2) weeks or more, or while on leave of absence without pay for two (2) weeks or more. A City employee who voluntarily resigns his/her employment with the Employer, and who returns to employment with the Employer within one year, shall be entitled to all longevity payments previously enjoyed.

3. Notwithstanding any provision of this Article, a supervisory employee shall be paid a base pay which is higher than the base pay of any employee which he/she is regularly and consistently assigned to supervise. Base pay shall be an employee's contractual salary excluding any longevity or stipends.
4. If, during the term of this Agreement, there are any changes in the job duties of a classification that would result in a change in salary grade, the Employer and the Association will negotiate any increase or decrease in salary grade.

TRANSFERS, PROMOTIONS AND DEMOTIONS

When an employee is transferred, promoted, or demoted, his/her rate of pay for the new position shall be determined as follows:

a. Transfers

An employee transferred to another position in the same class will continue to receive the same pay rate until he/she is promoted or demoted or until his/her pay rate is adjusted in accordance with this Article.

b. Promotion

An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

1. If his/her rate of pay in the lower class is below the minimum salary for the higher class, his/her rate of pay shall be increased to the minimum rate for the higher class at which he/she will serve for twenty-six (26) weeks before becoming eligible for advancement to the next higher step.
2. If his/her rate of pay in the lower class falls within the range of pay for the higher class and the employee does not realize a \$.50 per hour increase, the employee shall be advanced one additional salary step.
3. If the rate of pay of the employee in the lower class is higher than the maximum rate of pay in the higher class, he/she shall receive no salary increase on promotion.
4. Following a promotion, the employee's future increments shall be based on the anniversary date established by the promotion.

c. Voluntary Demotion

An employee voluntarily demoted from a position in one class to another having a lower pay range shall receive a salary decrease as follows:

1. If the rate of pay of the employee in the higher class is above the maximum salary

for the lower class, his/her rate of pay will be decreased to the maximum rate of the lower class, unless the decrease shall be less than one step, in which case his/her pay shall be reduced to the next lower step in the pay range.

2. If the rate of pay of the employee in the higher class is within the pay range of the lower class, his/her rate of pay will be decreased by one pay step.
3. Following a demotion, the employee's future increments shall continue to be based on the anniversary date established by Article V (b) (4).

d. Disciplinary Demotions

It is agreed between the parties that the criteria listed in c (1), (2) and (3) above will not pertain to employees who are demoted as a result of disciplinary action and/or settlement.

ARTICLE VI HOURS OF WORK AND OVERTIME

The regular workweek for employees of the following departments shall be thirty-five (35) hours per week: City Clerk, Engineering, Finance, Planning, and all Clerical and Administrative employees who work in Memorial City Hall. Normal daily hours for said 35-hour employees shall be seven (7) hours per day.

The regular workweek for all other employees covered by this Agreement shall be forty (40) hours. Normal daily hours for said 40-hour employees shall be eight (8) hours per day.

Employees required to work, because of an emergency situation, supervisor request, or requested by the City Manager, that results in working in excess of an employee's normal daily hours shall be entitled to compensatory time or paid overtime, at the employee's option. Compensatory time and paid overtime shall be earned, accrued, and utilized as described herein.

Employees must request approval of his/her Department Head before working overtime in excess of one (1) hour or on a non-regularly scheduled work day.

Compensatory time

Employees shall be credited time and one-half for all compensatory time worked in excess of an employee's normal daily hours or on a non-regularly scheduled work day. Employees may accrue up to one hundred (100) hours of compensatory time at which time the Employer must pay overtime.

Permission to utilize compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected. If an employee's requested compensatory time off is denied, the employee, at his/her option, may elect to receive payment for the overtime worked instead of compensatory time off. Compensatory time off can be taken in segments of not less than one-quarter (1/4) hour per day.

In the event of termination, the employee shall be credited with and paid for all unused compensation time.

Paid Overtime

Employees shall be paid at the employee's time and one-half rate for all overtime worked in excess of eight (8) hours per day or forty (40) hours per week. Such pay shall be calculated in segments of not less than one-quarter (1/4) hour.

The receipt of holiday, vacation, or personal leave pay for non-shift employees will be considered as having worked for the purpose of calculating overtime payment for work on the sixth or seventh day of the pay week.

With the exception of employees called in within three (3) hours before the commencement of his/her normal working hours, an employee called into work outside of his/her normal working hours shall receive a minimum of three (3) hours of pay at the prescribed rate. An employee called into work outside of his/her normal working hours on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas shall receive a minimum of four (4) hours of pay at the prescribed rate. There shall be no pyramiding of overtime or double time under this Agreement.

It is understood that the Employer may not alter a day's or a week's work schedule of an employee as to deprive him/her of the above described overtime wages, except during times of emergency.

Overtime shall be offered on a rotating basis to equalize distribution of overtime for each classification with preference being given to permanent employees. Any offer of overtime, whether the employee accepts said overtime, refuses said overtime, or does not answer or respond to a telephone call for overtime, shall be considered as overtime for the purposes of computing equalization of worked overtime. If there are no acceptances by the employee, the Employer shall then assign the employee to work said overtime. For the purpose of overtime calculations, an employee's overtime will begin when the employee reports to work.

It is understood that time exchanged between employees shall not require the payment of overtime.

ARTICLE VII HOLIDAYS

The following days shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Day

Holidays falling on Saturday will be observed by the Employer the preceding Friday and those

falling on Sunday will be observed by the Employer on the following Monday. In accordance with Public Law 90-363, Washington's Birthday will be recognized as falling on the third Monday in February and Memorial Day on the last Monday in May.

Employees must work or receive compensation for vacation or paid leave of absence the scheduled working day prior to and the scheduled working day after the holiday in order to be eligible for pay on the holiday. Employees absent from work the day before or day after the holiday because of sickness, excluding employees with longer continuous sickness, may be required to provide the Employer a doctor's certificate verifying the sickness or forfeit compensation for the holiday and sick day or days.

If a holiday falls on a worker's off-scheduled day, one (1) additional regular pay day or one-half (1/2) pay day will be credited to his/her workweek.

Each employee who works on a holiday shall receive his/her holiday pay plus time and one-half his/her straight time hourly rate all holiday hours worked. This paragraph shall apply to each employee who is required to report for work during the twenty-four (24) hour period, which comprises the holiday. The twenty-four (24) hour period shall commence at 12:01 a.m. on the day of the recognized holiday.

Employees required to work in excess of eight (8) hours during the twenty-four (24) hour holiday period shall be paid at double the straight time hourly rate; overtime which is worked prior to or after the twenty-four hours comprising the holiday shall be paid for in accordance with Article VI - Hours of Work and Overtime.

**ARTICLE VIII
VACATIONS**

All full-time employees covered by this Agreement shall be granted a paid vacation for each prior calendar year or part thereof for full-time employees with the Employer in the succeeding calendar year. All full-time employees hired for a position recognized for this unit will be allowed vacation benefits per the schedule described in this Article. Any increase in vacation allowance shall be based upon the employee's anniversary date and shall be granted after completion of the stipulated years of service.

<u>Required Service</u>	<u>Time Off</u>
Less than 1 year	11 days (prorated)
1 year but less than 3 years	11 days
3 years but less than 5 years	12 days
5 years but less than 8 years	13 days
8 years but less than 10 years	16 days
10 years but less than 15 years	20 days
15 years but less than 18 years	22days
18 years but less than 20 years	23 days
20 years but less than 25 years	27days
25 years but less than 30 years	34 days

An additional two (2) days will be added for every five (5) year increment over thirty (30) years.

Vacations will be granted on a unit basis, so as not to impair the efficiency of operations or service. Preference for vacation periods will be given to the employees with the greatest length of service. Vacation time can be scheduled in segments as little as one-quarter (1/4) hour per day.

Vacations must be taken in the calendar year following the calendar year in which they were earned, except that a maximum of fifteen (15) days may be carried over into the next calendar year. Any additional carryovers in excess of the fifteen (15) days must be approved by the City Manager.

A City employee who voluntarily resigns his/her employment with the Employer, and who returns to employment with the Employer within one year, shall be entitled to all vacation benefits previously enjoyed.

No holiday pay or compensatory time shall be granted for any holiday, which falls during an employee's scheduled vacation, but the employee's vacation shall be extended by one (1) day for each such holiday.

During vacation weeks, or during a week when the employee takes a day or several days of vacation, he/she shall be paid his/her straight time daily rate for all such vacation days.

In the event of termination, the employee shall be credited with and paid for all unused vacation prorated for each full month worked during the calendar year in which he/she is terminated.

An employee may obtain his/her vacation pay in advance of his/her vacation, provided his/her request for such advance payment is received by the City Comptroller at least two (2) weeks prior to the last pay day prior to the beginning of such vacation, with normal deductions being made for each pay period.

ARTICLE IX DISCIPLINE AND DISCHARGE PROCEDURE

The following procedures shall be utilized for disciplinary and discharge matters for all employees covered by this Agreement who have completed their initial probationary employment with the City.

It is the intent of this section to provide for a swift and judicious alternative for handling discipline and discharge matters in lieu of Sections 75 and 76 of the New York State Civil Service Law.

1. Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be deemed appropriate by the Employer.

An employee shall be entitled to representation by the CSEA at each step of the Discipline and Discharge Procedure. An employee shall be entitled, upon request, to have an Association Representative present if, as a result of an investigation, an employee is asked

by the Employer to sign a statement for purposes of attesting to or admitting incompetence or misconduct.

Service of the Notice of Discipline shall be made by personal service to the employee with the Unit President or his/her designee receiving a copy, if present at the time. If service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested to the employee, with a copy sent to the Unit President or his/her designee.

2. The Notice of Discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times, places and state any proposed penalty being sought. The Notice of Discipline shall also state that the employee has the right to appeal the disciplinary action by filing a written grievance through the Union within five (5) workdays after receipt of Notice of Discipline if he/she disagrees with it. No disciplinary proceeding shall be commenced under this Article more than three (3) months after the occurrence of the alleged acts and/or conduct complained of and described in the charges provided; however, such limitation shall not apply where the acts and/or conduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

Employees will be presumed innocent until proven guilty and the burden of proof shall be the Employers. Employees shall be given the opportunity to resolve the proposed discipline by settlement and to be represented by a Civil Service Employees Association representative, and waive their rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing with a copy of same to the Unit President of the Civil Service Employees Association.

3. In instances when disciplinary action is to be preferred against a Bargaining Unit employee, the employee shall not be suspended from employment prior to the completion of the third step of the grievance/discipline and discharge procedures contain in Article X of the current Agreement unless, in the opinion of the Department Head or the City Manager, or their designee, the employee presents a danger to the health and/or safety of one's self or another or disrupts the operations of the department where the employee is situated.

Disciplinary action against an employee, except oral reprimands, may be appealed by filing a written grievance through the Union within five (5) workdays after the receipt of such notification by the employee if he/she disagrees with the disciplinary action taken. Said grievance shall be processed by the Union as a step three grievance and, if necessary, through the arbitration step.

4. In instances where an employee is suspended or terminated from employment prior to the completion of the third step of the discipline and discharge procedure, a step three grievance meeting shall be convened by the Employer within five (5) working days after receipt of a step three grievance, as provided above. The City Manager shall render a decision, in writing, to resolve the matter within seven (7) calendar days after conclusion of the step three meeting. Failure to file a grievance within the time frame hereinabove specified will

constitute acceptance of the penalty, as proposed by the Employer, by the employee, and settle the matter in its entirety.

Subject to a mutual written agreement between the Civil Service Employees Association and the City of Auburn, the time limits hereinabove specified may be waived.

If, in any case where an employee has been suspended or discharged pending the outcome of an arbitration proceeding, an Arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, the employee shall be reinstated and compensated for all time lost, and all other rights and conditions of employment as may be determined by the Arbitrator.

The decision of the Arbitrator shall be final and binding upon all parties.

ARTICLE X GRIEVANCES AND ARBITRATION

1. For the purposes of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer arising out of the application or interpretation of this Agreement; or a grievance as defined by Section 682, subdivision 4 of Article 16 of the General Municipal Law.
2. The inclusion in this Article of grievances, as defined by Article 16, Section 682, subdivision 4 of the General Municipal Law, is intended to substitute the grievance and arbitration procedure which the Employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said Law, and the grievance and arbitration procedure in this Agreement shall be the only such procedure available to employees covered by this Agreement.
3. It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement is in lieu of action permitted by, or required of, the Employer under any Article of State or Local Civil Service Law or Rules.
4. The purpose of this Article is to provide the sole method for the settlement of grievances, as defined herein, and such grievances shall be settled in accordance with the following procedure:

Step 1

The aggrieved employee shall present grievances, in writing, to his/her Immediate Supervisor (regardless of whether that supervisor is a member of the negotiating unit) with or without his/her Association representative, at the employee's option, and within three (3) working days from the date of knowledge of the cause or occurrence-giving rise to the grievance. The Immediate Supervisor shall respond to the first step grievance, in writing, within three (3) working days from the receipt of the grievance. If the response to the grievance is not acceptable to the grievant, then:

Step 2

The aggrieved employee shall submit his/her signed written grievance to the next level of supervision within his/her department or branch of government within ten (10) working days from the date of the initial discussion of the grievance with his/her Immediate Supervisor.

If the level of supervision described above is the City Manager, Step 2 and Step 3 below shall be combined. After receipt of a written grievance at this step, the supervisor receiving the grievance shall convene a meeting, within ten (10) working days of the date the written grievance was received by him, between the aggrieved employee, his/her Association representative, and the supervisor or other representative of the Employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting then not later than three (3) working days following the date the meeting occurred, the Employer will deliver to the aggrieved employee and his/her Association representative its decision on the grievance in writing. If that decision is unacceptable to the employee then, within three (3) working days:

Step 3

The aggrieved employee may submit his/her grievance to the City Manager who, within ten (10) working days after he/she receives the written grievance, will convene a meeting between the aggrieved employee, his/her Association representative, and the City Manager or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting and a written reply from the City Manager or his legal representative to the aggrieved employee is not received within fifteen (15) calendar days after completion of the third step grievance hearing, the grievance may be submitted to arbitration.

5. Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.
6. Should there be any dispute between the Employer and any employee concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement, with the exception of all discharge or discipline cases which are excluded under this grievance procedure by virtue of the exclusion of the application of this grievance procedure to areas subject to the State and Local Civil Service Law and Rules, as provided in paragraph 3 above.

ARBITRATION

7. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the third step procedures are complete, or thirty

(30) calendar days after the time limits required by the steps in the grievance procedure have run, the Association may submit the grievance to arbitration by requesting from the NYS Public Employment Relations Board (PERB) a list of seven (7) Arbitrators from which the Employer and the Association shall select an Arbitrator by striking names alternately until one (1) remains who shall be designated the Arbitrator for the grievance in question.

8. The Arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement.
9. The Arbitrator shall not order back pay in any case for a period of more than sixty (60) days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the Employer but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period. Nothing herein shall preclude the Employer from granting additional awards of back pay beyond the above time limits in cases involving extraordinary circumstances.
10. No decision of an Arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.
11. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
12. The decision of the Arbitrator shall be final and binding upon the parties. The fees and expenses of the Arbitrator, and the cost of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

ARTICLE XI SICK LEAVE

Each full-time employee, upon completion of three months service, shall be permitted to accumulate up to two hundred and seventy-three (273) working days of paid sick leave to be applied toward time off due to illness or injury which is not work related. Such leave shall be reduced by one day for each day paid.

Each full time employee will earn sick leave credit at the rate of one-half (1/2) day per biweekly pay period, provided, however, that he/she is in full pay status for at least five (5) workdays during such biweekly pay period, exclusive of vacations.

Any employee, who in the City's fiscal year, July 1 through June 30, uses two or less sick days shall be paid in the subsequent month of July at a rate of:

0 days used: \$350.00
1 day used: \$225.00

2 days used: \$150.00

Sick leave used for family illness will count against the employee for receiving this incentive.

The Employer may require, as a condition of payment for sick leave in case of chronic absenteeism, a statement from the employee's physician's office that the employee is under the physician's care and the probable period of absence from work. When an employee has used in excess of twelve (12) equivalent full days of paid sick leave and/or family illness, as referenced in Article XXVI, which are not verified in the prior twelve (12) months, the Employer may require a statement from the physician's office or a statement from the family member's physician's office for any future payments of sick leave during the subsequent twelve (12) month period. For purposes of this paragraph, verified shall be defined as medical documentation from a physician's office and/or medical facility, etc., or any other reasons acceptable by the employee's Department Head.

When continuous sick leave is more than five (5) days, the Employer may require, as a condition of payment, a statement from the employee's physician's office certifying that the employee is under the physician's care and the period of disability. When continuous sick leave exceeds thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer. Any false representation made by the employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

Accumulated sick leave shall not be payable at the time of termination of employment, except for the following: (1) a physician selected by the Employer certifies that the termination of the employee was necessitated by illness or injury, and then only so long as such illness or injury continues and the employee permits physical examination at reasonable intervals; and (2) any employee retiring from the City of Auburn with ten (10) years or more of service and who at the time of retirement has at least seventy-five (75) days or more of accumulated sick leave shall be entitled to twenty-five (25) additional days pay at the time of retirement.

All unused sick time will be applied against the cost of medical coverage to the retirees, and applied to 41J. In the event an employee elects the medical coverage option, they shall receive one (1) day for each two (2) days accrued. Employees, who have in excess of one hundred sixty-five (165) days, may elect both options with one hundred sixty-five (165) days to be used for 41J, or all days for the medical coverage option.

When an active employee dies after twenty-five (25) years of service and prior to retirement from the New York State Retirement System, the Employer shall pay to the estate any unused accumulated sick leave to a maximum of ten (10) days.

Where the Employer selects a physician for the examination of an employee, such examination will be paid for by the Employer.

Sick Leave Donation Policy

The Employer and the Association have agreed to a Sick Leave Donation Policy which is attached hereto as Appendix B.

**ARTICLE XII
BEREAVEMENT LEAVE**

In the event of death of an employee's parent (including step-parent or foster parent), spouse, child (including step-child or foster child), sibling (including step-sibling), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, or other person who is a member of the household, the employee shall be excused from work, at their request, to attend the funeral and handle other funeral arrangements, but in no event shall this leave exceed three (3) working days within a week of the relative's passing unless otherwise approved by the Department Head or City Manager. The Department Head may request written documentation from the employee to verify residency of other household members.

In the event of death of the employee's brother-in-law, sister-in-law, niece, nephew, aunt, uncle, or a child's parent the employee shall be excused from work at their request to attend the funeral, and shall be paid on a daily rate basis for the day of the funeral provided the employee was regularly scheduled to work the day of the funeral.

One additional day shall be granted to the employee if the death of an employee's relative (relative as defined in paragraphs one and two above) requires out of state travel.

**ARTICLE XIII
MILITARY LEAVE**

Employees covered by this Agreement who, as members of a State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency, active service will be compensated by the Employer in accordance with the Employer's Military Leave Policy attached hereto as Appendix "C". Employees shall notify their supervisors as far in advance as possible of required military assignments, and not later than the workday following receipt of official notice of such assignments.

It will be the responsibility of each employee, to be paid under this Article, to present his/her supervisor with an official record of the time spent for the claimed period of active service.

No employee will be required to apply his/her vacation period to any period of mandatory military service.

**ARTICLE XIV
LEAVE OF ABSENCE**

1. The Employer may authorize leaves of absence with or without pay for a period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at a college, university, or business school for the purpose of training in subjects related to the work of the employee and which will be of mutual benefit to the employee and the Employer, or for other urgent, personal business.

2. Any employee who is pregnant may continue working as long as her physician does not determine that the employee is unable to work due to the pregnancy.

Starting with the day of delivery and for a maximum period of six (6) weeks thereafter, the employee will be entitled to a leave of absence and/or utilize any available sick time or vacation time.

After six (6) weeks and to a maximum of four (4) months, and upon certification from the employee's physician that the employee is unable to work for medical reasons pertaining to the employee, the employee, at the option of the Employer, may be granted a leave of absence, or the employee may utilize any accumulated sick time or vacation time.

The Employer reserves the right, in any dispute as to the employee's medical condition, to have the employee examined at the cost of the Employer by a physician selected by the Employer.

ARTICLE XV PERSONAL LEAVE

Each employee covered by this Agreement shall be entitled to take up to three (3) paid personal leave days during each contract year, or a pro-rated amount if the employee has not been employed for the full twelve (12) month period; such leave shall not be cumulative from contract year to contract year. Leave will be granted in segments of one-quarter (1/4) hour, if such leave does not impair the efficiency of the operations. Time off may not be applied to personal leave unless application for such leave was made at least twenty-four (24) hours prior to the time the leave begins (except in cases of serious emergency) and such application was approved by the employee's supervisor.

There shall be no restrictions on when personal leave time may be used by an employee.

ARTICLE XVI RESIDENCY REQUIREMENTS

All employees must reside within ten (10) miles of the City of Auburn corporate boundary except Local Public Officers who must by statute reside in the City of Auburn. For clarification purposes, residency shall mean the actual, principal domicile of an individual.

A Public Officer is defined as one who is appointed to discharge a public duty and receives a compensation for the same. Classifications presently considered Public Officers contained under this Agreement are as follows: Registrar of Vital Statistics Deputy City Clerk. A determination pursuant to the New York State Public Officers Law will be made when a new classification is added under this Agreement.

Employees choosing to reside outside Cayuga County, still within the 10-mile requirement, shall forfeit 4 vacation days annually.

An employee moving outside Cayuga County in accordance with this Article must notify the City Manager's Office. The first year's four-day penalty shall be prorated in full day increments and withdrawn from

available vacation accruals. If the employee does not have sufficient vacation accruals, the remainder shall be added to the following year's penalty and withdrawn in January.

ARTICLE XVII EDUCATION BENEFITS

For employees not on probation after their initial hire date, the Employer shall pay the full cost of tuition for up to six (6) credit hours per semester, upon completion of a course, at Cayuga County Community College or other institutions or technical and trade schools approved by the City Manager, based on the rate at Cayuga County Community College or technical and trade schools, but not to exceed the rate at Cayuga County Community College, in subjects approved by the City Manager as pertaining to the employee's job, or subjects which are reasonably related to the job for any employee covered by this Agreement. Such courses shall be taken on the employee's time, without pay.

If an employee voluntarily leaves City employment within six (6) months of the completion of said course, the employee shall be required to return 75% of the tuition cost to be deducted from his/her final pay check(s).

The Employer shall pay the full cost of employee's membership dues in professional societies related to their employment, recommended by the Unit Head and approved by the City Manager, and as authorized under the General Municipal Law.

ARTICLE XVIII HEALTH INSURANCE

1. All full-time employees covered by this Agreement and retirees shall be eligible for the Health Insurance Plan coverage. The City shall have the right to select or change the health insurance carrier, with overall benefit coverage in the aggregate equal to or better than the present Health Insurance Plans A and B as of the date of this Agreement. In the event the City contemplates a change of Plan, CSEA shall be notified sixty (60) days in advance of such change. The following plans are available and employees have the option to change plans each year during the annual open enrollment period:

- A. Excellus BCBS Comprehensive
- B. Excellus BCBS Classic Blue (Select)
- C. Excellus BCBS PPO Option J

All employees with a minimum of 1 year of service will contribute 15% of their selected health insurance premium, regardless of which plan they are enrolled in. New employees with less than 1 year service will contribute 20% of their selected health insurance premium, regardless of which plan they are enrolled in and upon 1 year of service their contribution will decrease to 15%.

2. Subject to prior approval by the City Manager, upon the approval and granting of a waiver of premium to an employee while on authorized leave without pay who is disabled as a result of an on-the-job injury, subject to the provisions of the Health Insurance Plan, where

any employee is out of work as a result of an on-the-job injury, the City will continue his/her Health Insurance coverage for a maximum of twelve (12) months.

There shall be a \$2,000 per year, per individual, cap on Major Medical, except for the PPO Plan, which has no cap. Once an individual satisfies this cap, he/she shall not be obligated to make any further co-payments for the duration of the calendar year.

3. Effective July 1, 1999, Unit members who retire shall be eligible for insurance coverage as follows:

Individual Coverage: Sixty percent (60%) paid by the City; forty percent (40%) paid by the employee.

Dependent Coverage: Employee pays forty percent (40%) of the individual rate, then sixty-five percent (65%) of the difference between individual and family coverage.

4. Prescription Coverage

All Bargaining Unit employees under the City of Auburn Health Plan(s) shall be provided with prescriptions through one of the following options.

- a. The prescription may be filled at a local retail pharmacy with the following co-pays:
 1. \$ 5.00 – Generic Drugs
 2. \$15.00 – Brand Name Drugs
 3. \$30.00 – Non-Preferred Drugs
- b. The prescription (if eligible) may be filled utilizing the Domestic Mail Order Program for up to a ninety (90) day supply with the following co-pays:
 1. \$10.00 – Generic Drugs
 2. \$30.00 – Brand Name Drugs
 3. \$60.00 – Non-Preferred Drugs
- c. Only employees participating in the City health plans may utilize a voluntary alternative mail order drug program (CanaRx Services Program) for drugs available through this program for up to a ninety (90) day supply at no co-pay.

If the voluntary mail order drug program becomes economically unfeasible, as determined by either party, either party may submit proposed changes to the program to the Health Benefits Committee. The requesting party must provide documentation to the other party to support its claims under this section.
- d. If the voluntary alternative mail order drug program becomes unavailable, options a and b will continue with co-pays outlined under either option.
- e. There shall be a \$2,000.00 per year, per individual, cap on prescription drug co-

pays. Once an individual satisfies this cap he/she shall not be obligated to make any further co-pays for the duration of the calendar year.

5. All full-time employees on the payroll and covered by this Agreement shall be eligible for coverage under the CSEA Horizon Dental Schedule currently available or an equivalent schedule of benefits. The cost of the Plan for the employees and their eligible dependents shall be paid at one hundred percent (100%) by the City in the amount of:

\$91.13 composite rate:	July 1, 2015 through June 30, 2016
\$95.69 composite rate:	July 1, 2016 through June 30, 2017
\$100.47 composite rate:	July 1, 2017 through June 30, 2018
** Unknown at this time	July 1, 2018 through June 30, 2019

All permanent part-time employees on the payroll covered by this Agreement shall be eligible for coverage under the CSEA Horizon Dental Plan schedule currently available or an equivalent schedule of benefits. Permanent part-time employees shall contribute a percentage of the cost of the plan in direct correlation to the number of regular hours worked.

The Employer further agrees, should a new labor agreement not be concluded prior to July 1, 2019, to pay the prevailing CSEA Dental plan coverage rate until such time as a new labor agreement can be concluded between the parties, which may result in a change in the monthly rate that may be paid by the Employer.

Contributions by the Employer shall be made for all months that an employee is actively at work, all periods of sick leave, all periods of paid leave of absence, and all periods an employee is paid Workers' Compensation benefits up to a maximum of twelve (12) months.

If an employee has exhausted his/her paid sick leave benefits, or has been paid Workers' Compensation benefits up to a maximum of twelve (12) months, and his/her employment is not terminated, he/she shall be permitted to continue his/her dental coverage by paying the full cost of such coverage monthly to the Treasurer's Office of the Employer.

6. All full-time employees on the payroll covered by this Agreement shall be eligible for coverage under the CSEA Platinum 12 Vision Plan schedule currently available or an equivalent schedule of benefits. The cost of the plan for full-time employees and their eligible dependents shall be paid at 100% by the Employer in the amount of:

\$24.34 composite rate:	July 1, 2015 through June 30, 2016
\$24.34 composite rate:	July 1, 2016 through June 30, 2017
\$24.34 composite rate:	July 1, 2017 through June 30, 2018
** Unknown at this time	July 1, 2018 through June 30, 2019

All permanent part-time employees on the payroll covered by this Agreement shall be eligible for coverage under the CSEA Platinum 12 Vision Plan schedule currently available or an equivalent schedule of benefits. Permanent part-time employees shall contribute a percentage of the cost of the plan in direct correlation to the number of regular hours

worked.

The Employer further agrees, should a new labor agreement not be concluded prior to July 1, 2019, to pay the prevailing CSEA Vision Plan coverage rate until such time as a new labor agreement can be concluded between the parties, which may result in a change in the monthly rate that may be paid by the Employer.

7. Commencing July 1, 2005, the Employer agrees to create an annual wellness program. The maximum reimbursement, per employee, per verified participation in wellness programs to be identified by Management and agreed upon by the Health Benefits Committee, shall be fifty (\$50) dollars per contract year.
8. All employees will be eligible to participate in the Section 125 Flexible Benefit Plan in effect at the time of signing. All health insurance premium contributions shall be “flexed” through the premium conversion option of the Flexible Benefit Plan. Employees wishing to not participate in the premium conversion must agree to “opt out” on an annual basis. The specific terms of the Flex Benefit Plan in effect at the time of signing shall not be modified in any way during the term of this Agreement except by express written consent of the parties.
9. The Employer and the Association agree in principal to a concern for the rising cost of health benefits and the desirability of evaluation of other health benefit programs including private, public, and self-insured plans. It is agreed that the Employer and the Association shall initiate the following actions:
 - a. A Health Benefit Committee shall be established with equal representation by the Employer and the Association. The Committee shall meet quarterly and shall consist of representatives designated by the Association and the Employer. There shall be two (2) employees to be designated by the Association, who shall be given up to three (3) hours with pay, if scheduled to work, for the purpose of attending meetings of the Health Benefit Committee.
 - b. It is contemplated that the Committee may involve or join with other bargaining units of the Employer and that any change in plans or benefits may include this Association or other employees of the Employer.
10. The function of the Committee shall be to evaluate health benefits and cost sharing for employees and to recommend modifications or changes to the plans or benefits as it relates to cost containment and cost savings for both the City and the employees.
11. The Health Benefit Committee shall meet quarterly or, upon mutual consent, within fourteen (14) working days, or as soon thereafter as practicable, after a request to meet has been made by either party.

The Health Benefit Committee will meet as soon as possible after ratification by the parties to create, design, plan, and implement educational and informational programs related to the

effective use of the health plans. The first program will be presented within three (3) months of this meeting of the Committee and quarterly thereafter.

The Employer shall provide experience data reports from health insurance carriers and administrators directly to the Health Benefit Committee in the format and with such frequency as the Committee shall determine.

The Health Benefit Committee shall be provided with each carrier rate renewal request upon submission and the Health Benefit Committee shall be briefed of any trends and/or developments by the carriers that may impact the costs of such plans. The Employer shall keep the Health Benefit Committee apprised of the status of rate changes with each carrier or administrator.

The Health Benefit Committee shall review recurring subscriber complaints and make recommendations for the resolution of such complaints.

The Health Benefit Committee shall study and address other issues and concerns brought to the attention of the Committee that impact the accessibility, quality, and costs of health care for employees covered by this Agreement.

12. No change of health plan(s), benefits, or cost sharing shall be instituted except and upon the following conditions:
 - a. Mutual agreement by the Employer and the Association.
 - b. In the event of no mutual agreement, the Employer or Association, annually, may submit to the other party a proposed plan or proposal for changes. The receiving party shall have a period of 30 days in which to review or comment on such plan. If there are no objections, the plan shall be implemented. If the receiving party does object to the plan, the plan may be submitted to arbitration. No plan shall be implemented prior to determination by arbitration. The objecting party may submit to arbitration its proposed plan for consideration by the Arbitrator, but only if the objecting party has previously submitted a plan for consideration and review by the other party.
13. The Employer agrees to permit two (2) employees designated by the Association to use up to two (2) hours of each week, non-cumulative, during normal working hours, to act as a representative of the Health Benefits Committee to the Association membership and to perform such duties, activities, and other functions as are consistent with the work of the Health Benefits Committee herein established.
14. The one (1) delegate selected by the Association to serve on the Health Benefits Committee who, at any one time, will be given a leave of absence with pay for up to a total of three (3) working days in each contract year to attend seminars, meetings, and conferences that specifically relate to Health Benefit plans, cost, and other factors pertinent to the work of the Health Benefits Committee. Workdays not used in the first year of the contract may be carried over to the second year of the Agreement. The Association shall promptly notify the

City Manager and the Department Head of the person so designated and shall provide proper notice of any requests to attend conferences. In no event shall the above activities be permitted to interfere with the efficient operation of the department. Additional conference days with pay will be allowed for the one (1) delegate selected above for such conferences as are mutually determined by the Bargaining Unit and the Employer to be necessary for the purposes of the Health Benefit Committee.

15. Health Insurance Buyout

Employees may elect to decline the City's insurance benefits, provided they can demonstrate proof of continuous coverage under a non-City plan. Any employee who exercises this option will be eligible for a \$2,000 yearly stipend, payable in two semi-annual installments and pro-rated for partial year coverage. An exception is made when two married individuals are both eligible for coverage under the City health plan. If one employee opts to participate in the City health plan (with family coverage) and the other employee opts for the buyout, they will be limited to a \$1,000 yearly stipend. Installments will normally be paid in the first payroll in January and the last payroll in June of each year. The employee must demonstrate continuous coverage throughout the non-coverage stipend period and prior to opting back into the City health coverage. Employee may opt back into City coverage, with proof of continuous coverage, during annual open enrollment or upon a qualifying event. If the employee experiences a lapse in coverage, unless and until such coverage may be afforded under the terms of, and in accordance with, the applicable plan and in any event, will then no longer be able to obtain the stipend during the period for which coverage has lapsed and will return to the City any stipend paid for the period for which coverage has lapsed. Said employee will have the opportunity to return to the City plan during the next open enrollment period. The premium contribution rate when returning to the plan shall be determined by employee's date of hire.

16. Vision and Dental Insurance Alternate

Employees may elect to forgo the vision and/or dental insurance benefits under this contract, provided they can be covered as an eligible dependent under a City plan. Any employee who exercises this option will be eligible for an annual stipend pro-rated for partial year coverage. Said annual stipend shall be equal to the actual annual composite rate(s) due under this contract and shall be deposited into the employee's flex spending account administered by the City of Auburn. An employee may opt back into City coverage, with proof of continuous coverage, during annual open enrollment or upon a qualifying event. If the employee experiences a lapse in coverage, unless and until such coverage may be afforded under the terms of, and in accordance with, the applicable plan and in any event, will then no longer be able to obtain the stipend during the period for which coverage has lapsed and will return to the City any stipend paid for the period for which coverage has lapsed. Said employee will have the opportunity to return to the City plan during the next open enrollment period.

**ARTICLE XIX
COMPENSATION FOR TRANSPORTATION COSTS**

When an employee is required to use normal public transportation facilities, the Employer shall reimburse the employee the actual transportation cost upon presentation of a paid receipt.

Whenever an employee is required by his/her Unit Head to use their personal car for transportation, reimbursement will be made by the Employer at the Employee Business Rate established by the Internal Revenue Service.

**ARTICLE XX
SENIORITY**

Seniority shall be defined as an employee's length of continuous service with the City of Auburn in the Bargaining Unit since his/her last date of commencing employment.

Continuous service shall be broken as a result of a resignation by the employee or a discharge for just cause.

**ARTICLE XXI
JOB POSTING**

During that period between posting and selection of an employee, the Employer will have the right to assign an employee to the vacancy.

The Employer agrees that in filling the job vacancy, the following factors will be taken into consideration: (1) aptitude, skill, ability, and experience related to perform the required work; (2) dependability; (3) physical ability; and (4) seniority. If the combined factor score is equal after evaluating the candidates, the date of filing the application for initial employment with the Employer shall prevail. The Employer reserves the right to select and employ persons outside the Bargaining Unit when a vacancy occurs, as outlined in the above paragraph, with the provision that the Employer shall show to the Association that the person so selected is better qualified and superior to any employee requesting consideration for the vacancy in the Bargaining Unit.

The selection of the qualified applicant by the Employer shall be determinative but subject to the grievance procedure, as provided under Article IX of the Contract. Employees requesting consideration for appointment to a vacancy shall be informed within thirty (30) working days from the last posting date of the determination made by the Employer, with a copy to the Union President.

All persons appointed to a new classification shall be on a probationary basis for not more than thirteen (13) weeks.

All grievances challenging the selection of the applicant to fill the vacancy, pursuant to this Article, shall be submitted within ten (10) working days from being informed by the Employer of the person selected by submitting the grievance directly to Step 3 of the Grievance and Arbitration Procedure (Article IX) and proceeding to Arbitration if necessary.

**ARTICLE XXII
OUT OF TITLE PAY**

If an employee is required to work at a classification having a higher salary grade than the employee is presently assigned, then the employee shall be paid from the first hour of out of title work at the starting salary of the classification containing the higher salary grade or at the next higher salary step if his/her present salary step is higher than the starting wage.

Out of title assignments shall be determined by the job classification under Civil Service.

**ARTICLE XXIII
WORK FORCE CHANGES**

1. Competitive

As provided under Civil Service Law, any reduction or reactivation of competitive class positions shall be in accordance with the Local Civil Service Regulations.

2. Reactivation of employees shall be based on seniority. An employee must notify the Employer of his/her intention to return within seven (7) days after date of the letter of notification for reactivation. The employee shall return to work for the Employer upon a date set by the Employer, but not less than seven (7) days.

**ARTICLE XXIV
PENSIONS**

The Employer shall provide each employee covered under this Agreement a pension under New York State Employees' Retirement System 75G, plus the option for military service time, as defined by Civil Service Law, and the option of unused sick leave as additional service credit, as provided under Section 41 (j) and 75 (i) of the New York State Retirement Law.

**ARTICLE XXV
RETIREMENT**

Employees covered by this Agreement who reach age seventy (70) shall be required to retire on the first of the month following the month in which they become age seventy. If, during the term of this Agreement, it is lawful to require retirement at age sixty-five (65) or at any age less than seventy (70), but not less than sixty-five (65), then employees shall be required to retire at age sixty-five (65) or such age less than seventy (70).

However, if such retirement age is lowered by action of this Article, no present employee will be required to retire who would fail to qualify for a 25-year pension if he/she retired earlier than age seventy (70), and no employee who, at the time such lower retirement age is put into effect, is age sixty (60) or older would be required to retire less than five years after such retirement age becomes effective, except those who reach age seventy (70).

**ARTICLE XXVI
FAMILY ILLNESS**

Each employee shall be allowed to use up to the equivalent of five (5) full days of his/her accumulated sick leave per contract year for illness in the employee's immediate family. The days may be used in one-quarter (1/4) hour segments.

For purposes of this Article, the employee's immediate family shall be defined as those family members listed in the first paragraph of Article XII – Bereavement Leave.

**ARTICLE XXVII
FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The parties acknowledge that the terms of the Federal Family Medical Leave Act apply to Bargaining Unit members.

**ARTICLE XXVIII
RETIREMENT INCENTIVE**

The union agreement between the City of Auburn and CSEA Local 1000 includes a provision for a retirement incentive for full-time employees. Said retirement incentive will be \$10,000 cash payout or \$12,500 toward health insurance premium(s). The requirements for eligibility are as follows:

- The employee must file an application for the retirement incentive program by August 15, 2015 or within forty-five (45) calendar days of becoming eligible to retire without penalty, whichever is later.
- The employee must retire from service within seventy-five (75) calendar days after filing the retirement incentive program application.
- There is only one opportunity to apply for the retirement incentive after reaching eligibility to retire without penalty. If an employee becomes eligible to retire without penalty but chooses not to retire they cannot apply in future years. If an employee becomes eligible to retire without penalty but does not apply within the forty-five (45) day calendar period the incentive will not be available.
- If an employee wishes to retire with penalty, they will be eligible for this incentive but not excluded until they reach eligibility to retire without penalty.

**ARTICLE XXIX
AGREEMENT**

1. The foregoing constitutes the entire Agreement between the parties, and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provision herein.
2. It is agreed by and between the parties that any provision of this Agreement requiring

legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

3. Within the first fifteen days of each quarter of this Agreement, the Employer and the Association shall meet for the purpose of discussing personnel practices and where possible to resolve differences regarding such practices. Up to four (4) employees to be designated by the Association shall be given up to three (3) hours, with pay, if scheduled to work, for the purpose of attending such quarterly meetings. The Employer and the Association shall submit an agenda of subjects to be discussed to the other party three (3) working days prior to the scheduled quarterly meeting. An absence of agenda from both parties will result in cancellation of the quarterly meeting. If requested, the City Manager shall provide a written summary of the meeting within fifteen (15) days of the request.

ARTICLE XXX SAVINGS CLAUSE

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

ARTICLE XXXI DURATION

This Agreement, and any written amendments made and annexed hereto, shall continue in full force effective July 1, 2015 until midnight, June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have set their hands this 22nd day of June 2015.

FOR:

FOR:

THE CITY OF AUBURN (PROFESSIONAL & ADMINISTRATIVE) UNIT 6251-02 OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO

THE CITY OF AUBURN, NEW YORK

By:

By:

Terri Hoffmann 6/25/15
Terri Hoffmann Date
CSEA Labor Relations

Michael D. Quill 6/24/15
Michael D. Quill Date
Mayor

Anthony L. DeCaro 6/25/15
Anthony L. DeCaro Date
Unit President

Douglas A. Selby 6-24-15
Douglas A. Selby Date
City Manager

Seth N. Jensen 6/22/15
Seth N. Jensen Date
Unit Vice-President

John C. Rossi 6/23/15
John C. Rossi Date
Corporation Counsel

Robert Gauthier 6/24/15
Robert Gauthier Date
Unit Treasurer

Laura Wills 6/22/15
Laura Wills Date
Comptroller

Stephen M. Selvek 6/22/15
Stephen M. Selvek Date
Committee Member

Jennifer L. Haines 6/22/15
Jennifer L. Haines Date
Director of Planning & Economic Development

William H. Lupien, Jr. 6/22/15
William H. Lupien, Jr. Date
Superintendent of Engineering Services

APPENDIX A Salary Schedules

City of Auburn Professional & Administrative Unit 6251-02 Hourly Wages
Sheet 1 of 4

Grade	Title	Step														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor City Treasurer	33.18	34.01	34.86	35.73	36.62	37.54	38.47	39.44	40.42	41.43	42.47	43.53	44.62	45.73	46.88
22	Planning & ED Program Manager	32.31	33.11	33.94	34.79	35.66	36.55	37.47	38.40	39.36	40.35	41.35	42.39	43.45	44.53	45.65
21	Assistant Civil Engineer	31.24	32.02	32.82	33.64	34.48	35.35	36.23	37.14	38.06	39.02	39.99	40.99	42.02	43.07	44.14
18	Junior Engineer	28.94	29.66	30.40	31.16	31.94	32.74	33.56	34.40	35.26	36.14	37.04	37.97	38.92	39.89	40.89
16	Sanitation Supervisor Water & Sewer Supervisor	26.94	27.61	28.30	29.01	29.73	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.23	37.13	38.06
15	Senior Planner	26.55	27.21	27.89	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.52
14	Senior Code Enforcement Officer	25.92	26.57	27.23	27.91	28.61	29.32	30.06	30.81	31.58	32.37	33.18	34.01	34.86	35.73	36.62
10	Chief-Wastewater Treatment Plant Operator Chief-Water Treatment Plant Operator	22.68	23.24	23.83	24.42	25.03	25.66	26.30	26.96	27.63	28.32	29.03	29.76	30.50	31.26	32.04
7	Parking Garage Supervisor	20.48	20.99	21.52	22.06	22.61	23.17	23.75	24.35	24.96	25.58	26.22	26.87	27.55	28.23	28.94
5	Deputy City Clerk Secretary to the Dir of Planning & ED	18.90	19.37	19.85	20.35	20.86	21.38	21.91	22.46	23.02	23.60	24.19	24.79	25.41	26.05	26.70

Grade	Title	Step														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor City Treasurer	33.67	34.52	35.38	36.26	37.17	38.10	39.05	40.03	41.03	42.05	43.10	44.18	45.29	46.42	47.58
22	Planning & Econ Devel Program Manager	32.79	33.61	34.45	35.31	36.19	37.10	38.03	38.98	39.95	40.95	41.97	43.02	44.10	45.20	46.33
21	Assistant Civil Engineer	31.71	32.50	33.32	34.15	35.00	35.88	36.77	37.69	38.64	39.60	40.59	41.61	42.65	43.71	44.81
18	Junior Engineer	29.37	30.11	30.86	31.63	32.42	33.23	34.06	34.92	35.79	36.68	37.60	38.54	39.50	40.49	41.50
16	Sanitation Supervisor Water & Sewer Supervisor	27.34	28.03	28.73	29.44	30.18	30.93	31.71	32.50	33.31	34.15	35.00	35.87	36.77	37.69	38.63
15	Senior Planner	26.95	27.62	28.31	29.02	29.75	30.49	31.25	32.03	32.83	33.66	34.50	35.36	36.24	37.15	38.08
14	Senior Code Enforcement Officer	26.31	26.96	27.64	28.33	29.04	29.76	30.51	31.27	32.05	32.85	33.67	34.52	35.38	36.26	37.17
10	Chief-Wastewater Treatment Plant Operator Chief-Water Treatment Plant Operator	23.02	23.59	24.18	24.79	25.41	26.04	26.69	27.36	28.05	28.75	29.47	30.20	30.96	31.73	32.52
7	Parking Garage Supervisor	20.79	21.31	21.84	22.39	22.95	23.52	24.11	24.71	25.33	25.96	26.61	27.28	27.96	28.66	29.37
5	Deputy City Clerk Secretary to the Dir of Planning & ED	19.18	19.66	20.15	20.65	21.17	21.70	22.24	22.80	23.37	23.95	24.55	25.16	25.79	26.44	27.10

APPENDIX A Salary Schedules

City of Auburn Professional & Administrative Unit 6251-02 Hourly Wages

Sheet 2 of 4

Grade	Title	Step														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor City Treasurer	34.26	35.12	36.00	36.90	37.82	38.76	39.73	40.73	41.75	42.79	43.86	44.96	46.08	47.23	48.41
22	Planning & Econ Devel Program Manager	33.36	34.20	35.05	35.93	36.83	37.75	38.69	39.66	40.65	41.67	42.71	43.78	44.87	45.99	47.14
21	Assistant Civil Engineer	32.26	33.07	33.90	34.75	35.61	36.50	37.42	38.35	39.31	40.29	41.30	42.33	43.39	44.48	45.59
18	Junior Engineer	29.89	30.63	31.40	32.19	32.99	33.81	34.66	35.53	36.41	37.32	38.26	39.21	40.19	41.20	42.23
16	Sanitation Supervisor Water & Sewer Supervisor	27.82	28.52	29.23	29.96	30.71	31.48	32.26	33.07	33.90	34.74	35.61	36.50	37.41	38.35	39.31
15	Senior Planner	27.42	28.11	28.81	29.53	30.27	31.02	31.80	32.59	33.41	34.24	35.10	35.98	36.88	37.80	38.74
14	Senior Code Enforcement Officer	26.77	27.44	28.12	28.82	29.55	30.28	31.04	31.82	32.61	33.43	34.26	35.12	36.00	36.90	37.82
10	Chief Wastewater Treatment Plant Operator Chief Water Treatment Plant Operator	23.42	24.01	24.61	25.22	25.85	26.50	27.16	27.84	28.54	29.25	29.98	30.73	31.50	32.29	33.09
7	Parking Garage Supervisor	21.15	21.68	22.22	22.78	23.35	23.93	24.53	25.14	25.77	26.42	27.08	27.75	28.45	29.16	29.89
5	Deputy City Clerk Secretary to the Dir of Planning & ED	19.51	20.00	20.50	21.02	21.54	22.08	22.63	23.20	23.78	24.37	24.98	25.60	26.24	26.90	27.57

Grade	Title	Step														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor City Treasurer	34.95	35.82	36.72	37.64	38.58	39.54	40.53	41.54	42.58	43.65	44.74	45.85	47.00	48.18	49.38
22	Planning & Econ Devel Program Manager	34.03	34.88	35.75	36.65	37.56	38.50	39.47	40.45	41.46	42.50	43.56	44.65	45.77	46.91	48.09
21	Assistant Civil Engineer	32.91	33.73	34.58	35.44	36.33	37.23	38.17	39.12	40.10	41.10	42.13	43.18	44.26	45.37	46.50
18	Junior Engineer	30.48	31.25	32.03	32.83	33.65	34.49	35.35	36.24	37.14	38.07	39.02	40.00	41.00	42.02	43.07
16	Sanitation Supervisor Water & Sewer Supervisor	28.38	29.09	29.81	30.56	31.32	32.11	32.91	33.73	34.57	35.44	36.32	37.23	38.16	39.12	40.10
15	Senior Planner	27.97	28.67	29.38	30.12	30.87	31.64	32.44	33.25	34.08	34.93	35.80	36.70	37.62	38.56	39.52
14	Senior Code Enforcement Officer	27.30	27.98	28.68	29.40	30.14	30.89	31.66	32.45	33.26	34.10	34.95	35.82	36.72	37.64	38.58
10	Chief Wastewater Treatment Plant Operator Chief Water Treatment Plant Operator	23.89	24.49	25.10	25.73	26.37	27.03	27.70	28.40	29.11	29.83	30.58	31.34	32.13	32.93	33.75
7	Parking Garage Supervisor	21.58	22.12	22.67	23.23	23.82	24.41	25.02	25.65	26.29	26.95	27.62	28.31	29.02	29.74	30.49
5	Deputy City Clerk Secretary to the Dir of Planning & ED	19.90	20.40	20.91	21.44	21.97	22.52	23.08	23.66	24.25	24.86	25.48	26.12	26.77	27.44	28.13

APPENDIX A Salary Schedules

City of Auburn Professional & Administrative Unit 6251-02 Annual Salaries
Sheet 3 of 4

Grade	Title	Hrs /wk	Step														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor City Treasurer	35	60,380	61,889	63,436	65,022	66,648	68,314	70,022	71,773	73,567	75,406	77,291	79,223	81,204	83,234	85,315
22	Planning & ED Program Manager	35	58,797	60,267	61,774	63,318	64,901	66,524	68,187	69,891	71,639	73,430	75,265	77,147	79,076	81,053	83,079
21	Assistant Civil Engineer	35	56,859	58,280	59,737	61,231	62,761	64,331	65,939	67,587	69,277	71,009	72,784	74,604	76,469	78,380	80,340
18	Junior Engineer	35	52,669	53,986	55,335	56,719	58,137	59,590	61,080	62,607	64,172	65,776	67,421	69,106	70,834	72,605	74,420
16	Sanitation Supervisor Water & Sewer Supervisor	40	56,030	57,431	58,867	60,338	61,847	63,393	64,978	66,602	68,267	69,974	71,723	73,516	75,354	77,238	79,169
15	Senior Planner	35	48,322	49,530	50,769	52,038	53,339	54,672	56,039	57,440	58,876	60,348	61,856	63,403	64,988	66,613	68,278
14	Senior Code Enforcement Officer	35	47,170	48,349	49,558	50,797	52,067	53,369	54,703	56,070	57,472	58,909	60,382	61,891	63,438	65,024	66,650
10	Chief Wastewater Treatment Plant Operator Chief Water Treatment Plant Operator	40	47,170	48,349	49,558	50,797	52,067	53,369	54,703	56,070	57,472	58,909	60,382	61,891	63,438	65,024	66,650
7	Parking Garage Supervisor	40	42,602	43,667	44,759	45,878	47,025	48,201	49,406	50,641	51,907	53,204	54,535	55,898	57,295	58,728	60,196
5	Deputy City Clerk Secretary to the Dir of Planning & ED	35	34,390	35,250	36,131	37,034	37,960	38,909	39,882	40,879	41,901	42,948	44,022	45,123	46,251	47,407	48,592

Grade	Title	Hrs /wk	Step														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor City Treasurer	35	61,285	62,818	64,388	65,998	67,648	69,339	71,072	72,849	74,670	76,537	78,451	80,412	82,422	84,483	86,595
22	Planning & Econ Devel Program Manager	35	59,679	61,171	62,700	64,268	65,875	67,522	69,210	70,940	72,713	74,531	76,394	78,304	80,262	82,268	84,325
21	Assistant Civil Engineer	35	57,712	59,154	60,633	62,149	63,703	65,295	66,928	68,601	70,316	72,074	73,876	75,723	77,616	79,556	81,545
18	Junior Engineer	35	53,459	54,796	56,165	57,570	59,009	60,484	61,996	63,546	65,135	66,763	68,432	70,143	71,897	73,694	75,536
16	Sanitation Supervisor Water & Sewer Supervisor	40	56,871	58,292	59,750	61,243	62,774	64,344	65,952	67,601	69,291	71,023	72,799	74,619	76,485	78,397	80,357
15	Senior Planner	35	49,047	50,273	51,530	52,818	54,139	55,492	56,880	58,302	59,759	61,253	62,784	64,354	65,963	67,612	69,302
14	Senior Code Enforcement Officer	35	47,878	49,075	50,301	51,559	52,848	54,169	55,523	56,911	58,334	59,793	61,287	62,820	64,390	66,000	67,650
10	Chief Wastewater Treatment Plant Operator Chief Water Treatment Plant Operator	40	47,878	49,075	50,301	51,559	52,848	54,169	55,523	56,911	58,334	59,793	61,287	62,820	64,390	66,000	67,650
7	Parking Garage Supervisor	40	43,241	44,322	45,430	46,566	47,730	48,924	50,147	51,400	52,685	54,003	55,353	56,736	58,155	59,609	61,099
5	Deputy City Clerk Secretary to the Dir of Planning & ED	35	34,906	35,778	36,673	37,590	38,529	39,493	40,480	41,492	42,529	43,592	44,682	45,799	46,944	48,118	49,321

APPENDIX A Salary Schedules

City of Auburn Professional & Administrative Unit 6251-02 Annual Salaries
Sheet 4 of 4

Grade	Title	Hrs/wk	Step														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor City Treasurer	35	62,358	63,917	65,515	67,153	68,831	70,552	72,316	74,124	75,977	77,877	79,823	81,819	83,864	85,961	88,110
22	Planning & Econ Devel Program Manager	35	60,724	62,242	63,798	65,393	67,028	68,703	70,421	72,181	73,986	75,835	77,731	79,675	81,667	83,708	85,801
21	Assistant Civil Engineer	35	58,722	60,190	61,694	63,237	64,818	66,438	68,099	69,802	71,547	73,335	75,169	77,048	78,974	80,948	82,972
18	Junior Engineer	35	54,395	55,754	57,148	58,577	60,041	61,543	63,081	64,658	66,275	67,931	69,630	71,370	73,155	74,984	76,858
16	Sanitation Supervisor Water & Sewer Supervisor	40	57,866	59,312	60,795	62,315	63,873	65,470	67,107	68,784	70,504	72,266	74,073	75,925	77,823	79,769	81,763
15	Senior Planner	35	49,905	51,153	52,432	53,743	55,086	56,463	57,875	59,322	60,805	62,325	63,883	65,480	67,117	68,795	70,515
14	Senior Code Enforcement Officer	35	48,715	49,933	51,182	52,461	53,773	55,117	56,495	57,907	59,355	60,839	62,360	63,919	65,517	67,155	68,834
10	Chief-Wastewater Treatment Plant Operator Chief-Water Treatment Plant Operator	40	48,715	49,933	51,182	52,461	53,773	55,117	56,495	57,907	59,355	60,839	62,360	63,919	65,517	67,155	68,834
7	Parking Garage Supervisor	40	43,998	45,098	46,226	47,381	48,566	49,780	51,024	52,300	53,607	54,948	56,321	57,729	59,173	60,652	62,168
5	Deputy City Clerk Secretary to the Dir of Planning & ED	35	35,517	36,404	37,315	38,247	39,204	40,184	41,188	42,218	43,274	44,355	45,464	46,601	47,766	48,960	50,184

Grade	Title	Hrs/wk	Step														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
23	Assessor City Treasurer	35	63,605	65,195	66,825	68,496	70,208	71,963	73,762	75,606	77,497	79,434	81,420	83,455	85,542	87,680	89,872
22	Planning & Econ Devel Program Manager	35	61,938	63,487	65,074	66,701	68,368	70,077	71,829	73,625	75,466	77,352	79,286	81,268	83,300	85,382	87,517
21	Assistant Civil Engineer	35	59,896	61,393	62,928	64,502	66,114	67,767	69,461	71,198	72,978	74,802	76,672	78,589	80,554	82,567	84,632
18	Junior Engineer	35	55,483	56,870	58,291	59,749	61,242	62,773	64,343	65,951	67,600	69,290	71,022	72,798	74,618	76,483	78,395
16	Sanitation Supervisor Water & Sewer Supervisor	40	59,023	60,499	62,011	63,561	65,150	66,779	68,449	70,160	71,914	73,712	75,554	77,443	79,379	81,364	83,398
15	Senior Planner	35	50,903	52,176	53,480	54,817	56,188	57,593	59,032	60,508	62,021	63,571	65,161	66,790	68,459	70,171	71,925
14	Senior Code Enforcement Officer	35	49,690	50,932	52,205	53,510	54,848	56,219	57,625	59,065	60,542	62,056	63,607	65,197	66,827	68,498	70,210
10	Chief-Wastewater Treatment Plant Operator Chief-Water Treatment Plant Operator	40	49,690	50,932	52,205	53,510	54,848	56,219	57,625	59,065	60,542	62,056	63,607	65,197	66,827	68,498	70,210
7	Parking Garage Supervisor	40	44,878	46,000	47,150	48,329	49,537	50,775	52,045	53,346	54,680	56,047	57,448	58,884	60,356	61,865	63,412
5	Deputy City Clerk Secretary to the Dir of Planning & ED	35	36,227	37,133	38,061	39,012	39,988	40,987	42,012	43,062	44,139	45,242	46,374	47,533	48,721	49,939	51,188

APPENDIX B
Sick Leave Donation Policy

The following guidelines shall be utilized for Sick Leave Donation Program as agreed between the parties in accordance with Article XI.

1. The recipient for donation must contact the Union to initiate the plan.
2. Only CSEA members from both CSEA units may donate time.
3. Recipients wishing to utilize the Sick Leave Donation Policy will have their situation reviewed on a case-by-case basis by the City and the Union.
4. The recipient must exhaust all accruals prior to utilizing donated sick leave.
5. The recipient must provide proper medical documentation to the City.
6. Only sick leave may be donated.
7. Donors cannot contribute more than five (5) days and the wage differential will have no bearing on the day-for-day exchange.
8. Donors must have a minimum of forty-five (45) sick days accumulated to remain at the 40-day minimum after the donation.
9. The donation does not affect the donor's sick leave incentive.

Any time unused by the recipient will not be returned to the donor.

APPENDIX C
Military Leave Policy

Effective October 14, 2004, upon exhaustion of the paid military leave required by Section 242 of the NYS Military Law and/or those provisions under the City's various Collective Bargaining Agreements, the City of Auburn will provide the following enhanced benefits for all of its employees ordered to military duty for a period of one (1) year.

1. Employees will receive the difference between the wages paid by the City and their total entitlement paid for ordered military duty.
2. Dependents of employees enrolled in the City's health insurance plan will continue to receive health insurance benefits under the plan. An employee's premium contributions will continue to be required. An employee's coverage will continue until such time as military benefits are available; at such time, the City's health insurance plan will become secondary.
3. Annual benefits and sick leave, as provided by the various Collective Bargaining Agreements and the Management Ordinance, will continue to accrue during the period that an employee is on military leave.
4. In the event an employee's tour of duty extends beyond one (1) year, the employee may make written application to the City Manager for an extension of these benefits. An extension of benefits will be considered on a case-by-case basis.