

APPROVAL OF MINUTES

2021-SM35
Mayor Mandell

Approval of Minutes

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

RESOLUTIONS

2021-SM36
Mayor Mandell

Act on resolution approving the transfer to the City of the buildings and grounds functions heretofore provided by Chemung County for the benefit of the City whereby County employees will be transferred to the City as set forth on Schedule "A" attached hereto and authorizing the Mayor to sign any and all documents necessary to effect the transfer.

AGREEMENTS

2021-SM37
Mayor Mandell

Act on resolution approving the Memorandum of Understanding (MOU) between Chemung County, City of Elmira, Civil Services Employees Association, Chemung County CSEA Unit #6350 and City of Elmira CSEA Unit #6351 transferring certain Chemung County Buildings and Grounds employees to the City, a copy of which is attached hereto and made a part hereof and authorizing the Mayor to sign the MOU; said MOU subject to Corporation Counsel approval.

AUDITS

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

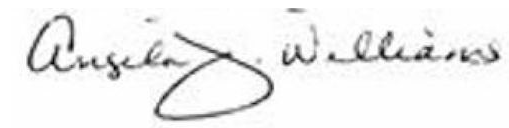
ADJOURN

2021-SM38

Act on resolution to adjourn.

Mayor Mandell

Respectfully Submitted,

A handwritten signature in black ink that reads "Angela J. Williams". The signature is written in a cursive style with a large, stylized initial 'A'.

Angela J. Williams
City Clerk

Elmira City Council

Agenda Summary: Approval of Minutes

Resolution Number: 2021-SM35

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution special meeting approving minutes 2.1.2020.docx](#)

February 1, 2021

Minutes of the Special Meeting of the Council of the City of Elmira, New York, held at City Hall in said City of Elmira, this 1st day of February, 2021.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2021-SM35

By Mayor Mandell:

RESOLVED, that the reading of the minutes of the Regular Meeting of this Council held January 19, 2021, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:

Act on resolution approving the transfer to the City of the buildings and grounds functions heretofore provided by Chemung County for the benefit of the City whereby County employees will be transferred to the City as set forth on Schedule "A" attached hereto and authorizing the Mayor to sign any and all documents necessary to effect the transfer.

Resolution Number:

2021-SM36

Sponsor:

Mayor Mandell

ATTACHMENTS

[resolution transfer of buildings and grounds county employees to city employees special meeting 2.1.2021.docx](#)

[schedule A to resolution transferring county employees to city employees special meeting 1.27.2021.pdf](#)

February 1, 2021

**RESOLUTION
NO. 2021 – SM36**

By Mayor Mandell:

WHEREAS, by an Intermunicipal Consolidation Agreement dated December 16, 2015, the services provided by the City’s Buildings and Grounds Department as defined in said Agreement were consolidated with Chemung County’s Buildings and Grounds Department; and

WHEREAS, pursuant to Section II(e), the City and the County each retained the right to terminate the Agreement effective six (6) months from the date of written notification to the other party; and

WHEREAS, in June 2020, the County gave notice to the City of its termination of the Agreement; and

WHEREAS, the Buildings and Grounds services being provided by the County shall be undertaken by the City;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York hereby approves the transfer to the City of the buildings and grounds functions heretofore provided by the County for the benefit of the City; and be it further

RESOLVED, that this transfer of function shall be in accordance with the provisions of Section 70 of the Civil Serviced Law; and be it further

RESOLVED, that the County employees being transferred to the City are set forth on Schedule “A” attached hereto; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign any and all documents necessary to effect this transfer.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

SCHEDULE "A"

Buildings & Grounds - Shared Services, City of Elmira - Full Time - 1621 (all moved to County payroll from City payroll 1/1/16)									
Aspell, Scott D.	Electrical Supervisor A-1	23-Jul-12	05/05/21	1.00	CSEA A-1	10	8	\$32.74	
Blandford, Jaxon M.	Public Works Specialist II	26-Feb-18	02/26/21	1.00	CSEA A-2	7	Step 3	\$17.92	
Clark, Stephen J.	Public Works Specialist II	20-Jan-01	Max Step	1.00	CSEA CITY D	City	6	\$25.54	
Earnest, Jimmy L.	Public Works Specialist I	09-Oct-18	10/09/21	1.00	CSEA A-2	6	Step 3	\$17.48	
Fayant, Louis J.	Public Works Specialist II	20-Sep-92	Max Step	1.00	CSEA CITY D	City	6	\$25.54	
Gosnell, Daniel A.	Public Works Specialist II	05-Jun-12	Max Step	1.00	CSEA CITY D	City	6	\$25.54	
Hewitt, Jerry E.	Public Works Specialist II	11-Jul-93	Max Step	1.00	CSEA CITY D	City	6	\$25.54	
Miller, Keith E.	Public Works Specialist II	01-Jun-11	Max Step	1.00	CSEA CITY D	City	6	\$25.54	
Rickard, Carol L.	Administrative Aide	20-Oct-08	Max Step	1.00	CSEA CITY D	10	7	\$28.1853	
Sullivan, Kyle P.	Working Supervisor B & G	31-Oct-05	10/31/25	1.00	CSEA A-1	9B	15YR	\$33.46	
Woodard, Joshua A.	Public Works Specialist II	03-Jan-12	Max Step	1.00	CSEA CITY D	City	6	\$25.54	
Youngs, Ryan L.	Traffic Signal Maintenance Worker	14-Mar-11	03/14/21	1.00	CSEA A-1	9A	10	\$28.71	
				12.00					

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this _____ day of Januray 2021, by and between the CITY OF ELMIRA, NEW YORK, a New York municipal corporation with its principal office at 317 East Church Street, Elmira, New York 14901 ("City") and the COUNTY OF CHEMUNG, NEW YORK, a municipal corporation with its principal office at 203 Lake Street, Elmira, New York 14902 ("County").

WITNESSETH:

WHEREAS, the City and the County heretofore have entered into an Inter-municipal Consolidation Agreement dated December 16th 2015, where the City and County agreed to consolidate building and grounds services to achieve the mutual goals of streamlining municipal operations; and

WHEREAS, the City and County executed an amendment to the Inter-municipal Consolidation Agreement dated January 4, 2019 whereby the City remains obligated to make a payment to the County of \$250,000.00 on February 21, 2021 and a payment of \$1,370,219.00 in-between February 22, 2021, and 2024, all for a portion of the County's past payroll costs under the agreement for the County employing personnel to perform buildings and grounds services for the City through 2020; and

WHEREAS, the City and the County now exercise the exit clause in the Agreement whereby the parties will be separating the consolidated Building and Grounds Department services into the City's Building and Grounds Department and the County's Building and Grounds Department effective January 2021; and

WHEREAS, the intent of this Agreement is to provide for the transition and set forth each party's rights, obligations, and responsibilities related to the said separation of Buildings and Grounds Departments.

NOW, THEREFORE, the City and the County mutually agree as follows:

SECTION I

TERM

This Agreement shall commence on the Commencement Date and shall remain in full force and effect until Febuary 29, 2024, or until amended, modified, with proper notices and approval of Chemung County Legislature.

SECTION II

DESCRIPTION OF SERVICES

- a) The County's Building and Grounds Department (B & GD) consists of certain personnel who render maintenance, repair, renovation and construction of all City buildings and City-owned real property, including all City-owned parks (Services or Functions). "Schedule A," attached hereto and made a part hereof, identifies some but not all of the "Services."
- b) On the effective date of this Agreement and thereafter, the City by and through its Department of Buildings and Grounds (City - B & GD) shall provide the labor for such all "Services" within the City.
- c) County employees who are substantially engaged in the performance of the functions being transferred to City are identified by name and title in "Schedule B," attached hereto and made a part hereof, and these employees shall be transferred to City employment in accordance with the provisions of Section 70 of the Civil Service Law.
- d) The County will deliver to the City, all City-owned tools, equipment, materials, records and documents pertaining to the "Services" rendered (jointly purchased equipment shall be negotiated and agreed to in a separate agreement).

SECTION III

CONSIDERATION

In consideration for the transfer of the "Services" to the City, the County shall pay the City based on the following:

- a) The City and County have identified by name and title, a list of the County Employees who are being transferred to the employment of the City pursuant to this Agreement ("Employee Transferees"), which list of Employees shall be included as "Schedule B" to this Agreement.
- b) The County has determined the total cost of the personnel salaries (paid or incurred) by the County for Employee Transferees for calendar year 2020 to be a sum of \$713,144.00.
- c) Obligation/Payments Provisions:
 - (i) CITY: From the City and County DPW agreement (January 4, 2019), the City remains obligated to make the following payments the County:
 - i. Payment of \$250,000.00 on February 21, 2021
 - ii. Payment of \$1,370,219.00 by February 28, 2021

- (ii) COUNTY: From this transfer of function agreement the County agrees to compensate the City the sum of \$713,144 per the "offsetting/credits" provision of section III.d, below, in accordance with the following schedule:
 - i. Payment of 66.6% of total in year 2021 (\$474,953.90)
 - ii. Payment of 33.4% of total in year 2022 (\$238,190.10)
 - iii. Payment of 0% in year 2023
- (iii) County agrees to defer the \$ 250,000 payment to be made by the City, which is scheduled to be remitted by February 21, 2021, until February 28, 2024.
- d) Offsetting/Credits, and payment provisions
 - (i) From the City's obligations of \$1,370,219 to the County, County agrees that City will be given a credit of \$713,144 (\$474,953 in 2021 + \$238,190 in 2022), thereby reducing City's obligation to \$657,075.
 - (ii) City and County agree to negotiate the payment schedule of the remaining \$907,075 (\$657,075 + \$250,000) no later than calendar year 2023; and
 - (iii) If no agreement for repayment of the deferred \$907,075.00 is duly approved and signed by November 1, 2023, the full amount of deferred relief (\$907,075) shall be due and payable from the City to the County by February 28, 2024.

SECTION IV

EQUIPMENT AND SUPPLIES

Equipment. Any equipment and or supplies purchased solely for either party's use shall be the exclusive cost of such party. Upon the sale or disposal of equipment jointly purchased by the parties, any net sales or disposal proceeds shall be shared in the same proportion as acquisition cost. Jointly purchased equipment that is retained shall be identified and negotiated and agreed to in a separate agreement.

SECTION V

EMPLOYEE IMPACT

The City's date of hire of the County employees transferred to the City pursuant to Section II of this Agreement will be effective December 31, 2020 as the "transfer date." The City agrees to allow for all transferred employees to receive all benefits provided for pursuant to Civil Service Law §70(2) or otherwise collectively bargained between Chemung County and the CSEA. The City shall negotiate a memorandum of Agreement ("MOA") with CSEA regarding terms and conditions for the wages and benefits for the transferred employees, separate of this Agreement.

County and City recognize the following provisions from the City/County/CSEA MOU survive cancellation from the underlying Agreement dated December 16, 2015, attached hereto as "Schedule C" and incorporated as a reference:

- Section 8 – Health Insurance for Retires – Chemung County CSEA Benefit.

- Section 9 – Health insurance for Retirees – Ten (10) year paid benefit.

SECTION VI

INDEMNIFICATION

The County hereby indemnifies and holds harmless the City, its councilmembers, officers, and employees from any and all claims, causes of action, judgments, costs and expenses (including reasonable attorney's fees) for property damage or bodily injury including death and/or personal injury and damage arising as a result of the negligence or intentional conduct of the County, its employees, agents, contractors, and representatives in performing and rendering the obligations pursuant to this Agreement.

The City hereby indemnifies and holds harmless the County, its legislators, officers, and employees from any and all claims, causes of action, judgments, costs and expenses (including reasonable attorney's fees) for property damage or bodily injury including death and/or personal injury and damage arising as a result of the negligence or intentional conduct of the City, its employees, agents, contractors, and representatives in performing and rendering the obligations provided herein pursuant to this Agreement.

SECTION VII

COMPLIANCE WITH APPLICABLE LAWS

The County and City shall comply with all applicable federal, state, and local statutes, rules and regulations and fulfilling its obligations under this Agreement. In the event that the federal or state governments or departments thereof issue new or revised regulations, then each party promptly shall notify the other of the revisions or changes and each party shall comply therewith.

SECTION VIII

COOPERATION

The City and County recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement; and each party agrees to interpret its provisions insofar as it may legally do, in such a manner as will promote the interests of both and render the highest service to the public and in accordance with the provision of this Agreement.

SECTION IX
GENERAL PROVISIONS

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

SECTION X
VALIDITY

If any term or provision of this Agreement or the application thereof shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, other than those as to which it is held invalid or unenforceable, shall not be affected.

SECTION XI
NOTICES

All notices under this Agreement, including any notice pursuant to Section VII herein above, shall be in writing and shall be either personally served upon or mailed by certified mail, return receipt to:

For the City: City Manager
 317 East Church Street
 Elmira, New York 14901

For the County: County Executive
 203 Lake Street, P.O. Box 588
 Elmira, New York 14902

SECTION XII
HEADINGS

The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.

Dated: January _____2021

COUNTY OF CHEMUNG, NEW YORK

By: _____

Christopher J. Moss

County Executive

Res# 21-031

Dated: January _____2021

CITY OF ELMIRA, NEW YORK

By: _____

Daniel J. Mandell, Jr.

City Mayor

Res # _____

“SCHEDULE A”

The following is a non-exhaustive list of County Building and Grounds Department "Services" that the City Buildings and Grounds will perform for the City effective transfer.

- All 21 parks and amenities (bathrooms, etc.) Dunn Field Stadium
- Golf Course and repairs Phones
- Plumbing - all bathroom repairs including sinks drains, toilets, urinals, valves
- Boilers - maintain City Hall
- Gutters - clean and maintain releasing valves to prevent flooding in buildings Electrical
- Roof repairs
- Courts - requests and repairs
- All Buildings - College Avenue, City Hall DPW, Fire Stations, Parking Garage - maintenance and repairs
- All sprinkler systems All security systems All key systems Spray pads
- Sanitation, for City and parks Bills
- Payroll
- DEC - compliance
- NYSEG- compliance with lighting tariff Safety meetings
- Field goals and spraying lines Fixing and moving park benches
- Cleaning and clearing lakes and ponds Oversight and repairs of playground equipment
- Maintenance and oversight of all City cameras Complaints
- Trail maintenance
- Drainage systems - scheduling cleaning Irrigation systems
- City street light system - budgeting, writing grants and scheduling repairs/replacements
- County-wide traffic system
- All City-owned flags
- All City-owned parking lots Snow removal
- Wreaths
- Christmas decorations
- Pictures and work orders from specific departments Budgeting
- Mowing - rough cut and finish Painting
- Welding
- Weed spray - MS4
- Special events - all events from Jazz Festival to a Marathon Fountains and pumps
- Fire alarm systems
- Interior and exterior lighting Generators for fire stations and DPW
- Record collection and management of disposal Hazardous cleanup - blood, vomit, etc.
- All elevators - Parking Garage, City Hall.

“SCHEDULE B”

(County Employees Transferring to the City)

Buildings & Grounds - Transfer of Services to City of Elmira						
Aspell, Scott D.	Electrical Supervisor A-1	23-Jul-12	1.00	CSEA A-1	\$	70,834
Beard, Harold M.	Public Works Specialist II	29-Jan-01	1.00	CSEA CITY D	\$	54,928
Blandford, Jaxon M.	Public Works Specialist II	26-Feb-18	1.00	CSEA A 2	\$	37,965
Clark, Stephen J.	Public Works Specialist II	20-Jan-01	1.00	CSEA CITY D	\$	54,928
Earnest, Jimmy L.	Public Works Specialist I	09-Oct-18	1.00	CSEA A 2	\$	37,184
Fayant, Louis J.	Public Works Specialist II	20-Sep-92	1.00	CSEA CITY D	\$	55,328
Gosnell, Daniel A.	Public Works Specialist II	05-Jun-12	1.00	CSEA CITY D	\$	53,328
Hewitt, Jerry E.	Public Works Specialist II	11-Jul-93	1.00	CSEA CITY D	\$	55,328
Miller, Keith E.	Public Works Specialist II	01-Jun-11	1.00	CSEA CITY D	\$	53,328
Rickard, Carol L.	Administrative Aide	20-Oct-08	1.00	CSEA CITY D	\$	52,295
Sullivan, Kyle P.	Working Supervisor B & G	31-Oct-05	1.00	CSEA A-1	\$	70,664
Woodard, Joshua A.	Public Works Specialist II	03-Jan-12	1.00	CSEA CITY D	\$	53,328
Youngs, Ryan L.	Traffic Signal Maintenance Worker	14-Mar-11	1.00	CSEA A-1	\$	63,708
			13.00			\$713,144

“SCHEDULE C”

(County/City MOU to the Inter-municipal Agreement dated December 16, 2015)

Memorandum of Understanding

Transfer of City Building and Grounds to Chemung County

The following constitutes a Memorandum of Understanding between the County of Chemung (hereinafter "County"), and the City of Elmira (hereinafter "City"), and the Civil Service Employees Association Chemung County Unit #6350, and the Civil Service Employees Association City of Elmira Unit #6351 of the Civil Service Employees Association Local 1000 AFSCME (hereinafter "CSEA") detailing the terms and conditions of employment for those **City of Elmira employees in the Building & Grounds Department** and identified herein impacted by the NYS CSL Section 70.2 Transfer of Function from the City of Elmira to the County of Chemung.

The County and CSEA agree that those employees represented by CSEA Unit #6351 and covered by the terms of the 2012-2015 collective bargaining agreement between the City of Elmira and CSEA Unit #6351 in effect as of the date of transfer shall upon transfer to Chemung County become employees of Chemung County to be represented by CSEA Chemung County Unit #6350.

1. Recognition.

Each employee transferred from the City of Elmira to Chemung County shall be transferred in accordance with NYS Civil Service Law Section 70.2 and be afforded the terms and conditions of employment contained in the Collective Bargaining Agreement by and between the County of Chemung and the CSEA Chemung County Unit #6350 (hereinafter "CSEA County Contract") except as otherwise stated herein.

The City agrees that the position of full-time permanent Laborer assigned to the City Code Enforcement Department shall be excluded from this transfer action.

2. Seniority.

The County agrees that any City of Elmira employee transferred from the City of Elmira to Chemung County shall retain upon transfer all years of service accrued at the City for all purposes of compensation and benefits controlled by Seniority in the CSEA County Contract.

3. Paid Leave Accruals.

The County agrees that any City of Elmira employee transferred from the City of Elmira to Chemung County shall carry over to Chemung County all paid leave accruals as of the date of transfer earned and accrued while employed at the City of Elmira. The City agrees to include those paid leave accruals that would otherwise be credited to the employee on/about 1/01/2016 which do not exceed the maximum accumulation level in the CSEA County Contract. If the City of Elmira transferred employee has earned paid leave accruals which exceed the maximum accumulation level in the CSEA County Contract, the City of Elmira will pay the amount which exceeds that maximum accumulation.

Any City employee credited with Personal Leave days (Section 12.3 & 12.7a. of City/CSEA CBA) from the City as of 1/01/2016 to carry over to Chemung County Unit shall not for calendar year 2016 receive from the County the identical paid leave benefit.

4. Annual Hourly Salary Schedule.

The County agrees that any City of Elmira employees transferred from the City of Elmira to Chemung County shall be compensated according to the 2016 – 2018 Hourly Salary Schedule attached to this memorandum, subject to final review of calculations for accuracy.

5. Annual Step Increments.

All employees shall move from the minimum step for their job title to the maximum steps in annual increments. Those employees who have not reached the maximum step for their job title shall be eligible for increments and shall receive said increment on the first (1st) pay period beginning in January of said years.

On an individual basis, an employees' annual step increments shall be denied for poor attendance, to be defined as four (4) undocumented occurrences of sick leave in a six (6) month period between 1/1 and 12/31.

6. Longevity Increments

a. Employees shall receive a longevity increment upon completion of 10, 15, 20, 25 and 30 years of service as per the following rates:

10th Year		\$800.00
15th Year	An Additional	\$400.00 (\$1,200 total)
20th Year	An Additional	\$400.00 (\$1,600 total)
25th Year	An Additional	\$400.00 (\$2,000 total)
30 th + Year	An Additional	\$400.00 (\$2,400 total)

Longevity payments are made to the employee each year of service beginning with the completion of year 10 and annually thereafter.

For the purposes of this section, 10th year anniversary date shall mean the first day after the employee's 10th year. Payments at the 10 year level shall be made on the employee's anniversary date of service in years 10-14. Payments at the 15 year longevity level shall be made on the first day after the completion of the employee's anniversary date of service in years 15-19. Payments at the 20 year longevity level shall be made on the first day after the completion of the employee's anniversary date of service in years 20-24. Payments at the 25th year longevity level shall be made at the employee's anniversary date of service in years 25-29 and payments at the 30th years longevity level shall be made on the first day after the completion of the employee's anniversary date of service in year 30, and on each successive anniversary date in each year while the employee is on payroll status with the Employer.

b. Annual longevity increment payments shall be made in a lump sum with separate check on the payroll period following the completion of an employee's anniversary date. Any employee who separates or retires shall be entitled to any longevity compensation earned but not yet paid to the employee.

7. Health Insurance for Active CSEA employees - Chemung County CSEA Benefit.

For those employees transferred from the City of Elmira to Chemung County, the County shall provide health insurance benefits according to the negotiated terms and conditions in effect in the 2012-2018 CSEA & Chemung County Agreement, Sections 5.09, and 6.02 A- K.

Those employees with a seniority date of hire prior to 1/01/2013 shall be permitted to select between the two (2) health plans provided by Chemung County: BCBS Indemnity and BCBS PPO G. All others shall be limited to the BCBS PPO G Plan.

8. Health Insurance for Retirees - Chemung County CSEA Benefit.

For those employees transferred from the City of Elmira to Chemung County, the County shall provide health insurance benefits and related escrow and incentives at retirement according to the negotiated terms and conditions in effect in the CSEA and Chemung County collective bargaining agreement at the time of the employee's retirement. (For reference in this memorandum 2012-2018 CSEA & Chemung County Agreement, Sections 5.08 (A) – (G), 6.02 (J).)

9. Health Insurance for Retirees - Ten (10) Year Paid Benefit.

For those employees transferred from the City of Elmira to Chemung County and as an alternative to the CSEA County Contract contractual retiree health insurance benefit, including the sick leave escrow account, and the retirement sick leave incentives, the County shall make available to any eligible employee who retires between January 1, 2016 through March 31, 2023 the Chemung County Retiree Health Insurance Plan and shall not require the retiree/surviving spouse to make any annual plan premium contributions for a period of one hundred twenty (120) months.

If a City transferee, elects and qualifies for the ten (10) year benefit upon retirement, the City will pay the County fifty percent (50%) of the retiree's annual premium equivalent. The County shall invoice the City by January 31st of the year immediately subsequent to the covered year which invoice the City shall pay by March 31st of the year invoiced.

The health insurance plan tier the employee retires into shall be the same tier the employee was enrolled in at the time of retirement (Single, 2 Person or Family) unless the employee elects to change plan tiers from Family level to 2 Person or Single.

In order to be eligible for such benefits, employees must meet the following criteria:

- (a) Twenty (20) years continuous full-time service (combined City and County time) preceding retirement; or are
- (b) Receiving a regular or disability pension from the NYS Employees Retirement System, or are;
- (c) Drawing a disability pension from the Social Security System.

Should a retiree be married and die during the one hundred-twenty (120) month period, the surviving spouse shall be entitled to the balance of the one hundred-twenty (120) month retiree health insurance. At the conclusion of the one hundred-twenty (120) month period the retiree or surviving spouse may remain enrolled in the County retiree health insurance plan or Medicare plan and shall be required to remit to Chemung County one-hundred (100%) percent of the annual plan premium.

9. Maintenance Mechanic position.

The County agrees that the current City incumbent in the Maintenance Mechanic title as part of the Transfer will be permitted to remain at his current work location at City Hall Lake Street and be permitted to maintain his work accommodation until retirement or separation from service.

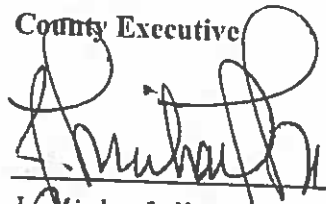
10. Review. This Memorandum is subject to review and approval as to form by the City of Elmira Corporation Counsel, the Chemung County Attorney, and the Labor Relations Specialist for CSEA bargaining units City of Elmira #6351 and Chemung County #6350.

SIGNATURES

FOR THE COUNTY:

 12/16/15
Thomas J. Santulli Date

County Executive

 12/16/15
J. Michael Mucci Date
Director of Personnel
and Labor Relations

FOR CSEA, INC.:

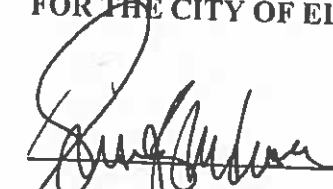
 12/09/15
Shawn M. Lucas Date

Labor Relations Specialist

 12/10/15
Damon Bedrosian Date

Chemung County Unit President

FOR THE CITY OF ELMIRA


Susan Skidmore Date

Mayor

11/30/15

 12/7/15
Julie Elwood Date

City of Elmira Unit President

Agenda Summary:	Act on resolution approving the Memorandum of Understanding (MOU) between Chemung County, City of Elmira, Civil Services Employees Association, Chemung County CSEA Unit #6350 and City of Elmira CSEA Unit #6351 transferring certain Chemung County Buildings and Grounds employees to the City, a copy of which is attached hereto and made a part hereof and authorizing the Mayor to sign the MOU; said MOU subject to Corporation Counsel approval.
Resolution Number:	2021-SM37
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution MOU attached - county city CESA units 6350 and 6351 transfer of county CSEA employees to city special meeting 2.1.2021.docx](#)
[V-3 draft Memorandum of Understanding attachment 2.1.2021.pdf](#)

February 1, 2021

**RESOLUTION
NO. 2021 – SM37**

By Mayor Mandell:

WHEREAS, with the transfer of certain Chemung County Buildings and Grounds employees to the City, it is necessary for the City, the County and the Civil Service Employees Association and the Chemung County CSEA Unit #6350 and the City of Elmira CSEA Unit #6351 to enter into a Memorandum of Understanding as to the status, rights, and obligations of the County employees being transferred to the City of Elmira;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the Memorandum of Understanding (MOU) between the County of Chemung, the City of Elmira, the Civil Service Employees Association, the Chemung County CSEA Unit #6350, and the City of Elmira CSEA Unit #6351; a copy of which MOU is attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign the MOU; said MOU subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

MEMORANDUM OF UNDERSTANDING
Between
THE COUNTY OF CHEMUNG
And the
CITY OF ELMIRA
And the
CIVIL SERVICE EMPLOYEES ASSOCIATION
And the
CHEMUNG COUNTY CSEA UNIT #6350
And the
CITY OF ELMIRA CSEA UNIT #6351

2021 Buildings and Grounds Department Transfer

The following constitutes a Memorandum of Understanding between the County of Chemung (hereinafter "County"), and the City of Elmira (hereinafter "City"), and the Civil Services Employees Association Chemung County Unit #6350, and the Civil Service Employees Association City of Elmira Unit #6351 of the Civil Service Employees Association Local 1000 AFSCME (hereinafter "CSEA") detailing the terms and conditions of employment for those County employees in the Buildings and Grounds Department and identified herein impacted by the NYS CSL Section 70.2 Transfer of Function from the County to the City.

The County and CSEA agree that those employees represented by CSEA Unit #6350 and covered by the terms of the current Collective Bargaining Agreement (CBA) between the County and CSEA Unit #6350 in effect as of the date of transfer shall upon transfer to the City become employees of the City to be represented by CSEA City of Elmira Unit #6351.

1. Recognition.

Each employee transferred from the County to the City shall be transferred in accordance with NYS Civil Service Law Section 70.2 and be afforded the terms and conditions of employment contained in the current Collective Bargaining Agreement by and between the City and the CSEA City of Elmira Unit #6351 (hereinafter "CSEA City Contract") except as otherwise stated herein.

2. Seniority.

The City agrees that any County employee transferred from the County to the City shall retain upon transfer all years of services accrued at the County and previous years of service at the City for all purposes of compensation and benefits controlled by Seniority in the current CSEA City Contract.

3. Paid Leave Accruals.

In 2016, the City transferred to the County all paid leave accruals as of the date of transfer for each employee transferred to the County. In 2021, the City agrees to transfer back to the City the accrued leave obligation which was transferred to the County in 2016 as specifically shown on Schedule "A" attached hereto. If the transfer results in a transferred employee having one or more earned paid accruals which exceed the maximum accumulation level in the current CSEA City Contract, the employee may use the leave exceeding the maximum amount during his/her employment with the City. Upon separation or retirement from City employment, the City's obligation to pay earned accruals shall be limited to the maximum accumulation level in the CSEA City Contract then in effect at the time of separation or retirement.

4. Annual Hourly Salary Schedule.

The City agrees that any County employees transferred from the County to the City shall be compensated according to the Current Hourly Salary Schedule pursuant to the current CBA between the City and CSEA City of Elmira Unit #6351, subject to final review of calculations for accuracy.

5. Annual Step Increments.

All employees shall move from the minimum step for their job title to the maximum steps in annual increments. Those employees who have not reached the maximum step for their job title shall be eligible for increments and shall receive said increments on the first (1st) pay period beginning in January of said years.

On an individual basis, an employee's annual step increments shall be denied for poor attendance, to be defined as four (4) undocumented occurrences of sick leave in a six (6) month period between January 1st and December 31st.

6. Longevity Increments.

a. Employees shall receive a longevity increment upon completion of 10, 15, 20, 25 and 30 years of service as per the following rates:

10 th Year		\$800.00
15 th Year	An Additional	\$400.00 (\$1,200 total)
20 th Year	An Additional	\$400.00 (\$1,600 total)
25 th Year	An Additional	\$400.00 (\$2,000 total)
30 th Year	An Additional	\$400.00 (\$2,400 total)

Longevity payments are made to the employee each year of service beginning with the completion of year ten (10) and annually thereafter.

For the purposes of this Section, tenth (10th) year anniversary date shall mean the first day after the employee's tenth (10th) year. Payments at the ten (10) year level shall be made on the employee's anniversary date of service in years ten (10) through fourteen (14). Payments at the fifteenth (15th) year longevity level shall be made on the first day after the completion of the employee's anniversary date of service in years fifteen (15) through nineteen (19). Payments at the twentieth (20th) year longevity level shall be made on the first day after the completion of the employee's anniversary date of service in years twenty (20) through twenty-four (24). Payments at the twenty-fifth (25th) year longevity level shall be made at the employee's anniversary date of service in years twenty-five (25) through twenty-nine (29), and payments at the thirtieth (30th) year longevity level shall be made on the first day after the completion of the employee's anniversary date of service in year thirty (30), and on each successive anniversary date in each year while the employee is on payroll status with the employer.

b. Annual longevity increment payments shall be made in a lump sum with separate check on the payroll period following the completion of an employee's anniversary date. Any employee who separates or retires shall be entitled to any longevity compensation earned but not yet paid to the employee.

7. Health Insurance for Active CSEA employees – City of Elmira CSEA Benefit.

For those employees transferred from the County to the City, the City shall provide health insurance benefits according to the negotiated terms and conditions in effect in the current CSEA and City CBA.

For health insurance coverage, the transferred employees will be covered under the BC/BS PPO 3 Plan.

8. Health Insurance for Retirees – City of Elmira CSEA Benefit.

For those employees transferred from the County to City, the City shall provide health insurance benefits and related escrow and incentives at retirement according to the negotiated terms and conditions in effect in the CSEA and City CBA at the time of the employee's retirement.

9. Health Insurance for Retirees – Ten (10) Year Paid Benefit.

The health insurance plan tier the employee retires into shall be the same tier the employee was enrolled in at the time of retirement (Single, 2 Person or Family) unless the employee elects to change plan tiers from Family level to 2 Person or Single.

In order to be eligible for such benefits, employees must meet the following criteria:

- (a) Twenty (20) years continuous, full-time service (combined County and City time) preceding retirement; or are
- (b) Receiving a regular or disability pension from the NYS Employees Retirement System, or are;

(c) Drawing a disability pension from the Social Security System.

Should a retiree be married and die during the one hundred-twenty (120) month period, the surviving spouse shall be entitled to the balance of the one hundred-twenty (120) retiree health insurance. At the conclusion of the one hundred-twenty (120) months period the retiree or surviving spouse may remain enrolled in the City Retiree Health insurance Plan or Medicare plan and shall be required to remit to City one hundred percent (100%) of the annual plan premium.

10. Review.

This MOU is subject to review and approval as to form by the City of Elmira Corporation Counsel, the Chemung County Attorney, and the Labor Relations Specialist for CSEA bargaining units City of Elmira #6351 and Chemung County #6350.

THE CITY OF ELMIRA

CITY OF ELMIRA CSEA UNIT #6351

By: _____
Daniel J. Mandell, Jr.
Mayor
Date: _____, 2021

By: _____
Julie Elwood
CSEA Unit President
Date: _____, 2021

COUNTY OF CHEMUNG

CHEMUNG COUNTY CSEA UNIT #6350

By: _____
Christopher Moss
County Executive
Date: _____, 2021.

By: _____
CSEA Unit President
Date: _____, 2021

CSEA AFSCME LOCAL 1000

By: _____
Joann Mastronardi
Labor Relations Specialist
Date: _____, 2021



Accrual Balance Report

As of 01/01/16

Select by Primary Department and Status
Detail by Primary Department

SCHEDULE "A"

Employee	BANK - BANK TIME	COMP - COMP	ESCR - ESCROW- OLD 4 & 2 SICK TIME	HOLI - HOLIDAY	PERS - PERSONAL	SICK - SICK	VAC - VACATION
Primary Department 1621 - B&G/SHARED SERVICES CITY							
9964 ASPELL, SCOTT D	.0000	13.0000	.0000	.0000	.0000	284.0000	104.0000
9966 CLARK, STEPHEN J	.0000	.5000	.0000	.0000	.0000	53.0000	172.5000
9968 FAYANT, LOUIE J	.0000	.0000	.0000	.0000	.0000	364.2500	192.0000
9969 GOSNELL, DANIEL A	.0000	.0000	.0000	.0000	.0000	178.0000	93.2500
9970 HEWITT, JERRY E	.0000	.0000	.0000	.0000	.0000	1,392.0000	206.0000
9973 RICKARD, CAROL L	.0000	.2500	.0000	.0000	.0000	410.0000	131.5000
9974 SULLIVAN, KYLE P	.0000	.0000	.0000	.0000	.0000	39.0000	120.2500
9975 WOODARD, JOSHUA A	.0000	19.5000	.0000	.0000	.0000	300.2500	104.0000
9976 YOUNGS, RYAN L	.0000	.5000	.0000	.0000	.0000	16.0000	90.0000
Primary Department 1621 - B&G/SHARED	0.0000	47.0000	0.0000	0.0000	0.0000	4,058.7500	1,942.2500
Grand Totals	0.0000	47.0000	0.0000	0.0000	0.0000	4,058.7500	1,942.2500

Blandford, Jaxon
Earnest, Jimmy
Miller, Keith - Retired 2/1/21

> hired after transfer of function

SCHEDULE "A"

VACATION BUYOUT FOR B & G EMPLOYEES TRANSFERRED (INCLUDES REDUCTION OF 2016 ACCRUALS TRANSFERRED FROM CITY)

NAME	CURRENT HOURS	2016	PROPOSED	HOURLY RATE	BUYOUT COST
		CITY ACCRUALS	PAYOUT		
Aspell, Scott	220.50	104.00	116.50	\$32.7400	\$3,814.21
Clark, Stephen	87.25	172.50	-85.25	\$25.5400	\$0.00
Earnest, Jimmy	97.00	57.00	40.00	\$17.4800	\$699.20
Fayant, Louie	261.00	192.00	69.00	\$25.5400	\$1,762.26
Hewitt, Jerry	279.50	206.00	73.50	\$25.5400	\$1,877.19
Rickard, Carol	246.00	131.50	114.50	\$28.1853	\$3,227.22
Sullivan, Kyle	280.00	120.25	159.75	\$33.4600	\$5,345.24
Woodard, Joshua	227.75	104.00	123.75	\$25.5400	\$3,160.58
TOTAL					\$19,885.89

Woodard includes 24 hours of unused Personal time that rolled to 2021 vacation

Elmira City Council



Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2021-SM38

Sponsor: Mayor Mandell

ATTACHMENTS

[Adjournment Spec Meeting Jan 27.docx](#)

February 1, 2021

RESOLUTION
NO. 2021 – SM38

By: Mayor Mandell

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, February 1, 2021, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Stermer	
	Councilmember Moss	
	Councilmember Franchi	
	Councilmember Kitching	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	