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Title: **Ulster, Town of and Laborers International Union of North America (LIUNA), AFL-CIO, Local 17 (2005)**

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Union: **Laborers International Union of North America (LIUNA), AFL-CIO**

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GEN/8785

ORIGINAL

AGREEMENT

By and Between

THE TOWN OF ULSTER

And

**LABORERS' INTERNATIONAL UNION
LOCAL 17**

January 1, 2005 – December 31, 2009

RECEIVED

DEC 07 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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**ARTICLE I
PREAMBLE**

The Town of Ulster, hereinafter referred to as the "Town" and the Laborers' International Union Local 17, LIUNA AFL-CIO, hereinafter referred to as the "Union," declare it to be their mutual policy that in order to promote harmonious labor relations between the Town and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employee's Fair Employment Act and that no article or section in this contract is to be in any violation of the New York State Civil Service Law.

We hereby enter into such a collective bargaining agreement as to the terms, condition of employment, and the working condition for the life of this contract, and unless provided otherwise herein all benefits will become effective January 1, 2005 and ceasing December 31, 2009.

**ARTICLE II
RECOGNITION**

Section 1. The Town agrees that the Union shall be the sole and exclusive representative for all employees described in Article III for the purpose of collective bargaining and grievances for the term of the agreement.

Section 2. The Town shall deduct from the wages of employees and remit to LIUNA Local 17, 451 Little Britain Road, Newburgh, New York 12550, regular membership dues and other authorized deductions for those employees who sign such authorization permitting such payroll deductions.

Agency Fee shall conform to Chapters 677 and 678 of the Laws of 1977 of the State of New York.

Pursuant to the provisions of paragraph (b) Subdivision 3 of Section 208 of the Civil Service Law, the Town shall deduct from the wage or salary of the employees of the Bargaining Unit, who are not members of Local 17, the amount equivalent to the dues levied by Local 17 and shall transmit the sum so deducted to Local 17.

Pursuant to the provisions of paragraph (b) of Subdivision 3 of Section 208, Local 17 shall establish and maintain a procedure providing for the refund of any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rate share of expenditures by the organization in aid of activities of causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Section 3. The Town of Ulster agrees that the Union shall be the sole and exclusive representative for all employees described in Article III for the purpose of collective bargaining and grievances. The period of unchallenged representation status for this Union shall be for the term of this agreement.

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Section 4. The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE III COLLECTIVE BARGAINING AGREEMENT

The collective bargaining unit shall consist of all Town employees, excluding employees who normally work less than half the regular pay period, elected or appointed officials, all Department Head or Heads, Police Department employees and other groups of employees so designated to be excluded from this Unit by PERB. Titles within the Collective Bargaining Unit include: (see "Attachment A"). The current Deputy Town Clerks are in the bargaining unit, but any employee hired in the future as Deputy Town Clerk will not be in the bargaining unit.

ARTICLE IV RIGHT OF UNION

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Town to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Town of any of its agents.

The Union shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this agreement and to pursue any matter or issues to any court of competent jurisdiction, whichever is appropriate.

ARTICLE V RIGHTS OF THE TOWN

Section 1. Except as otherwise specifically provided in this agreement, the Town shall have the customary and usual right, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action and to otherwise take action whatever actions are necessary to carry out the mission of the Town pursuant to the existing practices unless altered by this agreement.

Section 2. Under the terms of this agreement and pursuant to the Public Employees' Fair Employment Act, the Town shall negotiate collectively and in good faith with the Union in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Union.

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**ARTICLE VI
RIGHTS OF EMPLOYEES**

Section 1. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union of the Town.

Section 2. Employees may join and take an active role in the lawful activities of the Union without fear of any kind of reprisals from the Town or its agents.

Section 3. Any employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose a representative or appear alone in grievance or appeal proceedings with the exception that Union must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

**ARTICLE VII
WAGES**

A. Employees on the payroll as of January 1, 2005, shall be paid the following hourly wage increases:

Effective January 1, 2005	\$.50 hourly increase for all Grades at all Steps
Effective January 1, 2006	\$.75 hourly increase for all Grades at all Steps
Effective January 1, 2007	3% hourly increase for all Grades at all Steps
Effective January 1, 2008	3.5% hourly increase for all Grades at all Steps
Effective January 1, 2009	4% hourly increase for all Grades at all Steps

In 2006 the following Title reallocations will occur:

Solid Waste Attendant	Grade 1 to Grade 2
Custodian	Grade 1 to Grade 2
Clerk	Grade 3 to Grade 4
HMEO	Grade 7 to Grade 8
Road Mtc Leader	Grade 8 to Grade 9
WTPO Type 2	Grade 8 to Grade 9
Shop Foreman	Grade 8 to Grade 9
WSTE Tpo 2 & 3	Grade 8 to Grade 9

Effective January 1, 2006 the salary schedules, annexed hereto as Attachment "C", shall be modified to provide for a \$.50 per hour difference between all Grades at Step 5 by the end of this contract. This will require wage increases to Step 5; Grades 3, 4, 8, and 9; in addition to those described above.

See Attachment "C", Salary Schedules for 2005 through 2009.

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Employees shall be hired at Step 1 of the applicable grade. Employees shall advance to the next step on their anniversary date (date of original hire).

B. Employees who are promoted shall move to the step in the higher grade with a higher salary. Promoted employees shall advance to the next Step on the anniversary date of promotion.

ARTICLE VIII OVERTIME POLICY

Section 1. All Town employees have the option of overtime pay or compensatory time at time and one half for all hours worked beyond eight hours per day. For all employees overtime and compensatory time is subject to the approval of the Department Head or Heads.

Section 2. Overtime shall be paid at the rate of double time for all hours worked on Sundays and double time and one half for all hours worked on a Holiday for all employees working a regular Monday – Friday schedule. When employees work week is not the normal Monday through Friday the sixth day is time and a half and the seventh day is double time.

Section 3. A maximum of 80 hours compensatory time shall be allowed to accrue for each employee. Any excess accruals or upon separation any accruals must be paid to the employee at the rate of pay in effect at the time. Compensatory time accruals may be carried from year to year. Employees shall not be permitted to use compensatory time in a particular day which results in the employee receiving more than a regular days' pay unless the employee is called in to work on an emergency basis.

Section 4. For all employees in computing overtime; holidays, sick leave, bereavement leave, personal leave, vacation leave, compensation time and all other approved time off shall be considered as hours worked during the 40 hour work week.

Section 5 – Call-In Pay. Any full-time employee who is called in and reports for work before or after the employee's regular day of work shall be guaranteed a minimum of three hours pay at the applicable rate. This guarantee shall not apply if an employee is called in one (1) hour or less prior to the start of the regular work day or immediately following the regular work day. In such a case, the employee will not receive call-in pay, but will be paid time and one-half for the time worked.

ARTICLE IX MISCELLANEOUS BENEFITS

Section 1 - Shift Differential. A differential of 10% shall be paid to all employees working the second shift (shift starting 8 hours after the department's regular day shift hours start), and

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fifteen percent (15%) for the third shift (shift starting 16 hours after the department's regular day shift hours start).

Section 2. The Town agrees that employees will be reimbursed at Internal Revenue Service mileage subsistence, for driving their own vehicles on Town business.

Section 3. All employees who work four hours beyond their regular work shift shall receive a meal allowance of \$10.00 for each four hours worked.

All employees who work four hours before or after their regular work shift, whether continuous, call in or on call back within a twenty-four (24) hour period shall receive a meal allowance of \$10.00 for each four hours worked. A meal allowance of \$10.00 shall also be paid for unscheduled overtime on any Saturday, Sunday or holiday which exceeds four hours. It is agreed that a meal allowance shall not be paid for overtime scheduled more than seven days in advance.

The employee(s) shall receive the meal allowance through the use of a voucher supplied by the employer to such employee(s), payable after two weeks of submission of each voucher.

Section 4. The employer shall continue to provide paid lunch period for all employees as in the past. In an emergency situation, the Town may find it necessary to postpone the regular lunch period.

Section 5.

A. All employees required by the Town or where required by law to attend in-service training programs, workshops or education during working hours, shall be granted approved leave with pay.

B. The Town shall continue to pay for required contact hours and other in-service training programs so that the affected employees maintain their operators licenses.

The cost of any license or certification to perform duties for the Town of Ulster and for any training and education required by the Town of Ulster as a requirement for employment shall be paid for by the Town. If an employee does not complete the course the employee shall reimburse the Town for the cost of the course, unless excused by the Town Board for just cause.

All courses and training must be approved by the Town which approval shall not be unreasonably denied.

Section 6. Employees participating in local volunteer Fire and Ambulance Corps shall be allowed time off with pay to participate in any emergency calls.

Section 7. Privatization of any Town function cannot result in the loss of any present position or personnel and must be paid the same rate of pay and benefits which are current in the collective bargaining contract between the Town of Ulster and the Laborers' Local Union.

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Section 8. If the State offers an early retirement incentive, the Town and the Union must meet in Labor/Management sessions immediately to discuss possible implementation.

Section 9. The present program of OSHA-required physical shall continue.

Section 10. Except in an emergency, management employees are not allowed to perform rank-and-file work.

Section 11 – Emergency Closing. If the Town Supervisor, County or the State declares that an emergency exists those employees classified as essential will report for work. Non-essential employees who are not on leave, and are sent home or instructed not to report to work, will be paid for their lost work time.

Section 12. Successor Clause shall apply to all situations of employment falling within the scope of work represented by contract between the Town of Ulster and the Laborers Union and any new description of work that may be added in the future. All employees performing work shall be paid the current rates negotiated by contract for each year 2005, 2006, 2007, 2008, and 2009. All work let out by contract should be subject to the current wages in effect.

Section 13. Flex-time is governed by the mutual need and consent of the department head and the employee. An employee may request a change to their regularly scheduled hours of starting and finishing work. Such request is subject to the approval of the department head and a denial will not be grieved. The department head may also request a change to the regularly scheduled hours of starting and finishing work for an employee. Such a request is subject to the approval of the employee. Work must start within 2 hours of the regular department work day.

If the County or the State declares that an emergency exists and that only essential vehicles be on the roadway, those employees classified as essential will report for work and will be entitled to a day off from work with full pay to be used at a later date.

ARTICLE X WORK DAY – WORK WEEK

Section 1. Basic work week for Town employees, other than those on a part-time basis and those whose hours are set by laws, is:

Full Time	35 hours and over
Intermediate	21 – 34 hours

Basic work days for Town employees are Monday thru Friday.

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Section 2. The Transfer Station has basic work days of Tuesday thru Saturday.

The Transfer Station shall be opened at 7:15 a.m. and closed at 2:45 p.m. so that employees are not required to work beyond their prescribed hours.

Section 3. Highway Department employees shall continue to work the system of summer hours as done in the past, 6:00 a.m. to 2:00 p.m., beginning near Memorial Day and ending after Labor Day.

Section 4. Sewer Department employees shall be allowed 5 minutes at the start of the shift to change into department uniform and 10 minutes prior to the end of the shift for clean up.

ARTICLE XI HOLIDAYS

Section 1. Legal holidays with pay shall include:

New Year's Day(1/1)**
Martin Luther King, Jr.'s Birthday
President's Day
Good Friday
Memorial Day
Independence Day(7/4)**
Labor Day
Columbus Day
Election Day
Veteran's Day(11/11)**
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day(12/25)**

* Easter Sunday – for all employees required to work it.

** For employees with a basic work week of Monday thru Friday, if one of these holidays falls on a Saturday, any time worked on the preceding Friday will be paid at time and one-half plus the holiday pay and time worked on the Saturday holiday will be paid at the usual holiday rate of double time and one-half.

Intermediate employees shall be granted a pro-rated portion of all holiday time.

For Town employees whose basic work week is Monday thru Friday: When such a holiday falls on a Saturday, these Town employees shall be granted the preceding Friday off and when a holiday falls on a Sunday, the following Monday shall be given off as the paid holiday.

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If a Town department cannot legally close on such a Friday or Monday, employees deprived of such a holiday will be given commensurate time off.

For those employees whose work schedules are other than Monday to Friday, when a holiday falls on their regular day off they shall be allowed the option of either being paid for the day or compensatory time off.

To be eligible for holiday pay, an employee must work the last regularly scheduled work day preceding the holiday and the first scheduled work day following the holiday, unless the absence is approved by the supervisor, or the employee is on a paid-time-off status.

ARTICLE XII
VACATION, SICK, PERSONAL, COMPENSATION TIME and Worker's Compensation
Payment

Section 1- A department head(s) shall not unreasonably deny an employee's request to use vacation, personal or compensation time if the request will not impact the work day.

Section 2- Upon death, retirement , or other type of termination of an employee, the employee, or the beneficiary, shall be paid for all unused vacation and compensatory time earned prior to one of the above events occurring at the employee's current rate of pay within 30 business days.

Section 3 – Vacation. An annual vacation is considered the right of each employee. Vacation time is awarded on January 1st for one year to follow. Credit years are calculated on hire anniversary date.

The vacation plan outlined as follows remains in effect during the life of this agreement:

Full-Time Employees:

On 1 st anniversary up to and including 4 years of employment	10 days per year
On 5 th anniversary up to and including 11 years of employment	15 days per year
On 12 th anniversary up to and including 19 years of employment	20 days per year
On 20 th anniversary up to and including 25 years of employment	25 days per year
On 26 th anniversary	Additional one-half day per each year

Intermediate Employees:

Granted a pro-rated portion of all vacation time based on hours worked.

A. The employee with the most seniority in the department shall receive consideration over other employees with lesser seniority as to when vacation would be taken until April 1st. After

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April 1st vacation will be granted on a first come first serve basis. Employees are encouraged to submit vacation requests as early as possible.

B. If a holiday(s) falls within the vacation period of an employee, the employee's vacation time shall be credited the holiday(s) that fall with such period.

C. Employees shall be allowed to accrue up to 30 days of vacation time plus any bonus vacation time awarded. Any vacation accruals must be paid to the employee at the rate of current pay in effect at the time of the payment.

D. Employees shall be paid, upon request, for scheduled vacation time in advance prior to taking vacation leave. Payment to be made in the payroll immediately preceding the vacation leave with two weeks notice by the employee to payroll.

Section 4 – Sick Leave. All full-time employees, after the completion of ninety (90) days of employment, earn sick leave at the rate of one (1) day per month for the first year. Thereafter, sick leave shall be earned at the rate of 14 days per year, to be awarded January 1st for one year to follow with unlimited accumulation.

Intermediate employees shall be granted a pro-rated portion of sick leave benefit.

A. Where absences are of three consecutive days in duration a physician's statement certifying to their illness or disability may be required by the Department Head or Heads. Additionally, if the Department Head or Heads discerns that a pattern of abuse of sick leave is occurring, the Department Head or Heads may require a physician's statement at any time.

B. Upon separation or retirement, except discharge, employees shall be paid 100 percent of the value of their sick leave accruals, to a maximum of 150 days accrual, at the current rate of pay in effect at the time of separation or retirement. In the event of death, such amount shall be paid to the estate. Payment under this subsection is to be made within 30 business days of separation or retirement.

C. Employees may use sick leave days for personal illness, doctor appointments, health examinations, and illness or emergencies within the employee's immediate family residing within the employee's home, but shall also include the employee's mother, father and children wherever they reside. The Department Head(s) should be notified of scheduled doctor appointments in a timely manner after the appointment is made.

D. Sick Time Buy Back: Employees with more than 30 days accrued sick time and more than five years of continuous service may elect to receive five days pay in exchange for five sick days annually, payable the first pay in December of each year. To be eligible an employee must maintain 30 sick days.

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Employees with more than 60 days accrued sick time and more than five years of continuous service may elect to receive ten days pay in exchange for ten sick days annually, payable the first pay in December of each year. To be eligible an employee must maintain 60 sick days.

E. Sick Time Transfer: An employee who has accrued sick leave in excess of 30 days may transfer unused sick leave time to another employee who needs additional time due to extenuating circumstances. To be eligible an employee must maintain 30 days after the transfer. An employee who elects to make such a transfer of sick leave to another employee cannot request to have that sick leave transferred back.

Section 5– Personal Leave

A. All full-time employees shall be credited with four (4) personal leave days on January 1st of each year. In the event a full-time employee is hired during the year, that employee, upon hire, shall be credited with personal leave days as follows:

January 1 st through March 31 st	4 days
April 1 st through June 30 th	3 days
July 1 st through September 30 th	2 days
October 1 st through December 31 st	1 day

Personal leave shall be submitted at least two (2) days prior to its use, and be approved in advance by the Department Head or Heads, except for an emergency, and shall not be unreasonably denied.

B. All unused personal leave days as of December 31st of each year shall be converted into the employee's sick leave accumulation. However, at the option of the full-time employee, he/she may carry forward from year to year one (1) unused personal leave day to be used the following year, for a maximum of five (5) days to be used.

Section 6 – Worker's Compensation Payment

A. All bargaining unit members who receive a Workers' Compensation award or determination as a result of illness or injury due to their employment shall be paid the difference between the award or determination and their full wages for up to ninety (90) days. During said period the bargaining unit member shall suffer no loss of accrued leave.

In the event a claim for a compensable illness or injury is denied by Workers' Compensation, the bargaining unit member shall have the right to utilize his/her applicable accrued leave for the period of disability.

ARTICLE XIII LONGEVITY PROVISIONS

With respect to employees hired prior to June 1, 2002, the Town of Ulster will provide a sum of two hundred dollars (\$200.00) per year starting after the completion of the fifth (5th) year of

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service (anniversary date) to be awarded on January 1st of the next year. Anyone who has already received a \$200.00 longevity payment at the beginning of the fifth year of service will be held harmless under the terms of this agreement. The date of the longevity provision will be calculated the following January for the past calendar year.

Employees hired after June 1, 2002, shall receive longevity as follows, which shall not be cumulative:

<u>Years of Employment</u>	<u>Amount</u>
Start of 11 th Year through 15 th Year	\$1,000.00, each year
Start of 16 th Year through 20 th Year	\$1,500.00, each year
Start of 21 st Year through 25 th Year	\$2,000.00, each year
Start of 26 th Year through 30 th Year	\$2,500.00, each year
Start of 31 st Year and each year thereafter	\$3,000.00, each year

**ARTICLE XIV
DISABILITY INSURANCE, HEALTH INSURANCE
AND RETIREMENT BENEFITS**

Section 1 – Disability Insurance. The employer shall provide and pay 100 percent of the cost of New York State Disability Insurance for all employees covered under the agreement in addition to the employees' existing sick leave benefits.

In an instance where an employee wants to diminish the loss of sick leave, such employee shall turn over to the employer, the weekly disability check and in return, the employer shall credit the employee with that portion of the sick leave used in each week which is paid for by the employee's disability check.

Section 2 – Health Insurance.

A. The employer agrees to maintain the present level of medical and dental coverage for covered employees and eligible dependents, and is prohibited from reducing the quality or increasing the employee cost of the plan.

Effective upon the ratification of the Agreement, the Town shall no longer offer the Empire HMO.

Effective January 1, 2006, employees will contribute \$400 pre tax per year towards health insurance premiums and the Town shall pay the balance of the health insurance premiums.

Upon modification or elimination of plan co-pays by the carrier, the Town shall provide the best replacement co-pay offered by the carrier.

The Dental plan shall be changed from MetLife Dental to Guardian Dental Life upon mutual agreement of the parties.

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B. A committee shall be formed of two management and two union employees to examine any proposed changes to the medical plan and recommend any changes.

C. Any recommended changes involving the lessening of any benefits or the increasing of any employee costs require a vote of the union membership.

D. Upon retirement health coverage contribution by former employee will be as follows:

Over 20 years of service	No health contribution by retiree, 100% of premiums paid by the Town
15-20 years of service	Retiree pays 50% of the contribution paid prior to retirement, the Town to pay the balance of the premiums
10-15 years of service	Retiree pays same contribution paid prior to retirement, the Town to pay the balance of the premiums
0-10 years of service	No health benefits

E. Insurance "Buyout" - An employee who has health insurance coverage from another source may elect to waive insurance coverage through the Town and receive a "buyout", prorated quarterly. Currently one employee receives the health buyout, if two or more employees maintain the buyout the buyout will increase from the current \$1,000 per year to \$2,500 per year. Employees taking advantage of this health insurance buyout will be able to reenter the Town's health insurance coverage plans with a 30 day notice to the employer or during the yearly open enrollment period.

Section 3 – Pension Plan.

The Town of Ulster agrees that the Union can develop for the employees a Pension Plan any time throughout the five-year agreement. The Pension Plan contribution per hour will be a deduction from wages and at no additional cost to the Town. The Town will deduct the amount and forward that amount to the Union for Pension contribution on behalf of the employees.

ARTICLE XV UNIFORMS

Section 1. The Town shall provide and maintain at its expense, all uniforms and work shoes for all employees of the Highway, Water, Waste Water, Transfer Station, and Custodial Departments.

A. The Town will make an effort to provide the option of work jeans or work pants. Should a dispute arise, the Town agrees to Labor/Management to resolve.

B. The Town will provide an allowance up to \$125.00 per year, for required work shoes which are O.S.H.A. approved upon presentation of valid receipts.

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C. The Town will provide the following O.S.H.A. approved safety colored clothing for each eligible employee: three (3) t-shirts, one (1) sweatshirt, two(2) mechanic coveralls, and one pair of insulated coveralls each year.

ARTICLE XVI SENIORITY

Section 1. Employment seniority shall commence on the date of the employee's first hiring by the Town for the purposes of all leave and benefit calculations.

Section 2. Strict seniority shall be followed for the purposes of layoff and recall. In the event of a layoff, senior employees shall retain the right to return to a position they held in the past. In filling existing vacancies (including promotions), preference shall be given to the senior most qualified employee.

Section 3. Rotating seniority by department shall be followed for the purpose of overtime on-call assignments.

Section 4. For the Highway Department employees, the snow removal schedule shall be equalized, with every employee receiving equal opportunity for the overtime.

Section 5 – Abolition of Non-Competitive and Labor Class Positions. In the event of a reduction in force, the employee with the least departmental seniority in the job title shall be excessed first. Any further reductions shall proceed on the same basis.

An employee shall have the right to displace the least senior incumbent (within the department only) in the next lower job title previously worked at that title's rate of pay. For this purpose a job whose title may have been changed through reclassification, and in which the excessed employee had formerly worked subject to the Town Personnel Officer's control shall be considered a "next lower job title previously worked."

Employees who are earning above the base rate who retreat to a lower paying classification shall continue to earn the differential in the new classification.

Probationary, temporary, seasonal and part-time employees shall be laid off before resorting to a job abolition among full-time permanent staff.

ARTICLE XVII TENURE

After the completion of 18 consecutive satisfactory months of employment with the Town, all employees in the labor and non-competitive class shall be accorded the same rights and privileges that competitive class employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal and suspension.

ARTICLE XVIII
DISPUTE, ARBITRATION, DISCIPLINARY & GRIEVANCE PROCEDURE

Section 1 – Purpose. It is the intent of the Town and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedures must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

Section 2 – Definitions.

- A. A “grievance” is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- B. An “employee” is any person in the unit covered by this agreement.
- C. An “aggrieved party” is the employee or group of employees who submit a grievance or the union on behalf of said employee(s).

Section 3 – Submission of Grievances

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the department head.
- B. Each grievance shall be submitted in writing on a form approved by the Town and the Union and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- C. Failure on the part of the Town’s representative to answer within the time limit set forth in any step will entitle the Union to proceed to the next step of the grievance procedure.
- D. A time limit at any stage of the grievance procedure may be extended by mutual agreement of the parties involved and should be set forth in writing.
- E. Any step of the grievance procedure may be bypassed by mutual agreement in writing.
- F. In computing time limits under this Article, Saturdays, Sundays and holidays shall not be counted.

Section 4 – Grievance Procedure

- A. The following steps shall be followed by employees and management in the event of a dispute arising from the interpretation of this contract:

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1. Either the Unit Shop Steward, the Shop Steward, or the affected employee shall verbally request clarification of the issue from the appropriate Department Head or Heads. The Department Head or Heads shall respond within three (3) days.

2. If satisfaction is not reached, the grievance shall be reduced to writing and submitted to the Town Supervisor and or his designee. The Town Supervisor and/or his designee shall have seven (7) days to submit a written response.

3. If satisfaction is not reached, the Unit Shop Steward or Union Business Agent shall request a meeting with the Town Supervisor. Such meeting shall take place within five (5) working days.

4. If satisfaction is not reached, the Union may submit the matter to the American Arbitration Association for binding arbitration. Both sides agree to abide by the directive of said arbitrator. Loser of the arbitration agrees to pay the cost of the arbitrator.

OR

5. If satisfaction is not reached, it may be referred to an arbitrator by either party. If either party cannot mutually agree on an arbitrator, the matter shall be referred to the Director of Conciliation of the New York State Public Employment Relations Board. The parties shall accept an arbitrator in accordance with the rules of the Board. The arbitrator shall have the authority to make a final and binding award on the grievance, but shall not have the authority to amend, modify or delete any provisions of this agreement. The arbitrator shall be urged to render a decision within fifteen (15) days.

Section 5 – Arbitration

A. Upon receipt of the names of the proposed arbitrators, the Town and the Union shall individually select names from the list until one ultimately is designated as the arbitrator.

B. The arbitrator's decision will be in writing and will set forth the arbitrator's findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The Arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. "The decision of the arbitrator shall be final and binding on both parties."

C. The cost for the services of the arbitrator will be borne by the losing party.

Section 6 – Disciplinary Procedure

A. No employee shall be disciplined or discharged except for just cause.

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B. In the event that an employee shall be subject to disciplinary procedure, the Employer shall follow the procedures set forth in Section 75 of the Civil Service Law, as outlined beginning on page 52 of the Town of Ulster Employee Handbook.

C. Any employee who has requested to discuss with the Employers' representative any matter which could possibly lead to disciplinary action by the Employer shall have the right to be represented by a Union representative at such time.

D. The Union on behalf of any employee believing himself or herself aggrieved by the Section 75 process shall have the right to refer the disciplinary proceeding to arbitration, by the arbitration process as agreed in this contract.

E. The Employer and the Union agree to try and resolve any possible disciplinary proceedings through informal discussions first.

ARTICLE XIX JOB AND WORK SECURITY

Section 1. Work usually performed by the employees covered under this agreement shall not be contracted out if it will result in a loss of employment to employees covered by this agreement.

Section 2. Any employee may be assigned temporarily to perform duties of a higher classification in an emergency situation. In such event, the employee is to be compensated for at the higher rate of pay if acceptable. No employee will be required to work in a higher classification for more than 20 work days per year. During said 20 days, employees shall receive a differential of \$.20 per hour for each hour worked in such higher classification (title).

Section 3. An employee who is assigned temporary duties of a lower classification, shall be compensated at the employee's regular rate of pay. An exception to this clause would be when an employee is moved down in classification due to disciplinary action which is agreed to by the Union and Town.

Section 4. If a layoff (reduction in force) affected permanent employees shall be given 30 calendar days notice of such layoff. The Town reserves the right, at its option, to provide pay in lieu of such notice.

Section 5. The Town of Ulster when utilizing Laborers Local 17 members for the position of Supervisor of part-time summer help must follow the procedure set forth in the current agreement under Article XXIV, Job Postings.

Section 6. Members in each department, (Water, Sewer, Highway and all others) will nominate one Shop Steward who will represent their department and must be approved and appointed by the Union and will be recognized by the Town of Ulster as Shop Stewards. The Union also shall appoint a Unit Shop Steward who shall be responsible to the Union and Town regarding all employee matters. The Union reserves the right to remove a Shop Steward or Unit

Shop Steward at any time. The Union will provide the Town Supervisor a list of Shop Stewards and will notify the Town Supervisor within fourteen (14) days of any changes.

ARTICLE XX RECIPROCAL RIGHTS

Section 1. The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities subject to the Town's approval of the content of such notices and communications. The officers and agents for the Union shall have the right to visit employee facilities for the purpose of adjusting grievances and administering the terms and conditions of this employment.

Section 2. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of the Labor Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill their obligations which have as their purpose the maintenance of harmonious and cooperative relationship between the Town and the employee and the uninterrupted operation of the Town government.

It is important for the Town employee who is released with pay for Union business and the Union itself to recognize that the regular operation of the Town are not to be disrupted due to the employee's absence. The employee and/or the organization are to file the appropriate leave form in advance to the Department Head or Heads or Designee so that the position of the employee(s) involved can be covered so that there is no disruption in either Town or Department operation.

A Union employee who is designated in accordance with the provisions of the Labor Agreement to be absent for Union business shall also maintain a log of such Union activity that occurs during the employee's work day. The log shall show the time of day of each occasion when the employee began attending to such Union business, the time of day when the employee ceased attending to such Union business and the date of the occurrence. It will not be necessary for the log to show Union activity which required less than 15 minutes of the employee's time in relation to any one matter, but it shall be necessary for the log to show the nature of the Union business. The log shall be made available to the Department Head or Heads or designee at his or her request.

Prior to arrival at destination, the Union representative shall notify the Department Head or Heads or designee of the intended presence and estimated duration of stay.

The union representative shall, upon return to the work area, notify the Supervisor of the time of return.

Section 3. The Union agrees to do it utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement. The Union and its members will use their best endeavors to protect the interests of the Town to conserve the property, protect the public and to give service of the highest quality.

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Section 4. The Town shall give release time with pay to five members of the bargaining unit to participate as the Union Negotiating Committee in negotiating their contracts, if any negotiating sessions are held during working hours.

Section 5. The Town shall provide the Union with the use of a Town meeting room for the purpose of conducting monthly or special Union meetings.

Section 6. The Town shall allow PWA insurance solicitation to be conducted by those individuals designated by PWA. Such solicitation will be conducted so as not to interfere with the employees' work schedule.

Section 7. The Town and the Union shall continue to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

ARTICLE XXI WORKING CONDITIONS

The Town or its designee shall notify the Union at least seven days in advance of any change in working conditions or working methods, except where such a change is required because of an emergency or major disaster over which the Town has no control.

ARTICLE XXII LEAVES

Section 1 – Maternity Leave. A pregnant Town employee, employed by the Town for 26 weeks or more, shall be granted a leave of absence without pay for a period of up to 12 months. The employee shall report to the appropriate Department Head or Heads existence of pregnancy not later than the fourth month. The Department Head or Heads and the employee shall decide when the leave shall begin and the length of the leave. The employee may continue to work up to the ninth month of pregnancy if such employee desires. However, the employee must provide the employer with a physician's statement of physical fitness to continue to work beyond the sixth month. The employee shall be allowed to reduce the twelve month period of leave or other designated period by using any or all of her earned leave credits. A physician's statement shall be required prior to the return of the employee to duty.

Section 2 – Military Leave. All employees covered under this agreement called to active duty who are in the Reserves or National Guard or those who have enlisted or are subject to call by the Draft Board shall receive a military leave of absence. Upon return from duty, the employee shall be given back the job or position left. Employees will receive their regular pay and other benefits in accordance with NYS and/or Federal Military Law.

Section 3 – Bereavement. In the event of a death in the immediate family, an employee shall be allowed three bereavement days with pay for each such death. The immediate family shall be defined as: husband, wife, son, daughter, mother, father, sister, brother, father-in-law, mother-

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in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, grandchildren, stepchildren, or any person residing in the immediate household of the employee.

Section 4. Any other circumstances not covered in this article will be at the discretion of the department head subject to Town Board approval.

**ARTICLE XXIII
JURY DUTY AND/OR COURT APPEARANCE**

Section 1. On proof of the necessity of jury services or appearances as a witness to subpoena or other order of the court an employee shall be granted a leave of absence with pay with no charge against leave.

The employee shall be entitled to the difference between the daily pay less fees received as a witness or juror. Mileage fees are retained by the employee.

**ARTICLE XXIV
JOB POSTING**

Section 1. When a job vacancy or vacancies occur within Town employment, the Town will be responsible for delivering enough copies of the announcement(s) to the Unit Shop Steward to post internally for 7 working days. The Unit Shop Steward will clearly indicate the "initial date" of posting on the announcement(s) then promptly place such announcement(s) in all work locations of employees who may be affected by the vacancy(s). Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment, rate of pay(s) and the number of vacancy(s) and work location(s) of the vacancy(s).

Section 2. When such vacancies are announced as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice therefore, with the appointing authority provided, however, that such notice must be filed within ten (1) working days following announcement of the vacancy.

**ARTICLE XXV
LABOR/MANAGEMENT COMMITTEE**

Section 1. The parties hereto believe to continue a harmonious and cooperative relationship and to increase the efficiency and welfare to the Town, periodic meetings of a Labor/Management committee be established, wherein both the complaints, eliminate problems or resolve potential grievances.

Section 2. The Committee shall meet, preferably on a quarterly basis, but at a time and date mutually determined by members of the Committee. Such meetings may be mutually canceled

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or adjourned. The third week of the following months will be scheduled for Labor/Management Committee meetings: January, April, July and October.

ARTICLE XXVI SEPARABILITY

Section 1. If any article or part of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to the enforcement of any article or a part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

Section 2. If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XXVII LEGISLATIVE ACTION

Section 1. Pursuant to law, "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

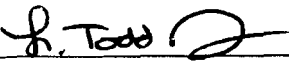
ARTICLE XXVIII TERM OF AGREEMENT

This Agreement shall become effective January 1, 2005 and shall continue the close of business December 31, 2009.


In the event this Agreement expires and there is no successor collective bargaining agreement or compulsory interest arbitration award issued, all terms and conditions of employment shall remain in full force and effect until such time as the parties negotiate a successor collective bargaining agreement or compulsory interest arbitration award alters any terms and conditions of employment.

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In witness whereof, the parties have executed this Agreement as of the 16 day of NOVEMBER 2006.



Representative for:
Laborers Local 17



Supervisor
Town of Ulster

ATTACHMENT "A"

NAME	DEPARTMENT	TITLE	Notes
Albright, Linda	Water/Sewer	Account Clerk	Retired: 9/11/05
Altomari, Michael	Water	W/W Mic Wkr	Last Day: 4/15/05
Bauer, Carol	Town Clerk	Deputy Town Clerk	
Bechtold, Matthew D.	Highway	Municipal Garage Foreman	
Benson, Stephen	Highway	MEO	
Cashara, Joseph	Water	WTPO Type 2B	
Corrigan, James	Highway	HMEO	
Corrigan, Paul	Water	WTPO Type 2B	Last Day: 1/10/06
Craig, Valerie	Judice	Court Clerk	
Dachhausen, Robert	Highway	HMEO	
Dachhausen, Steven	Highway	HMEO	
Durling, Daniel	Sewer	WTOP 2	
Felton, Kirk	Highway	MEO	
Felton, Shirley	Town Clerk	Deputy Town Clerk	
France, Nancy	Assessor	Senior Data Clerk/Typist	
Freer, Charles	Highway	HMEO	
Gallo, Nancy	Supervisor	Account Clerk/Typist	
Gavin, Bryan	Sewer	W/W Mic Wkr	
Godbey, Christine	Water/Sewer	Account Clerk	
Goldpaugh, William E	Highway	Auto Mechanic	Last Day: 3/4/05
Hand, Lawrence	Sewer	W/W Mic Wkr	
Harris, Fredrick G.	Highway	MEO	
Hartum, Keith	Sewer	W/W Mic Wkr	Promoted to MEO, Highway Dept.: 4/5/05
Hayner, Richard	Highway	MEO	
Kohler, Christopher	Highway	MEO	
Loeffler, William T.	Transfer Sta	Solid Waste Att.	
Maggiore, Vincent	Sewer	W/W Trainee	Promoted to W/TOP 2: 4/19/05
McGee, James	Highway	MEO	
Millham, Keri	Bldg. Dept	Database Clerk/Typist	

ATTACHMENT "B"

<u>TITLE</u>	<u>GRADE</u>
Solid Waste Attendant	1*
Custodian	1*
Municipal Worker I	2
Assessment Field Worker	3
Deputy Town Clerk	3
Clerk	3*
Municipal Worker II	3
Laborer	3
Wastewater Maintenance Worker	5
Account Clerk	5
Account Clerk/Typist	5
Court Clerk	5
Assessor Aide/Typist	5
MEO	6
Landfill Supervisor	6
Senior Data Base Clerk/Typist	6
Admin Aide	6
W/W Op Trainee	6
HMEO	7*
Auto Mechanic	7
Road Maintenance Leader	8*
Water Treatment Plant Operator	8*
Sewer Treatment Plant Operator	8*
Shop Foreman	8*
Municipal Code Officer	9
Senior STP Lab Technician	9
Building Inspector I	9
Bookkeeper	9
Working Supervisor	10

<u>*Effective January 1, 2006:</u>	<u>Solid Waste Attendant</u>	<u>Grade 1 to Grade 2</u>
	<u>Custodian</u>	<u>Grade 1 to Grade 2</u>
	<u>Clerk</u>	<u>Grade 3 to Grade 4</u>
	<u>HMEO</u>	<u>Grade 7 to Grade 8</u>
	<u>Road Mtc Leader</u>	<u>Grade 8 to Grade 9</u>
	<u>WTPO Type 2</u>	<u>Grade 8 to Grade 9</u>
	<u>Shop Foreman</u>	<u>Grade 8 to Grade 9</u>
	<u>WSTE Tpo 2 & 3</u>	<u>Grade 8 to Grade 9</u>

ATTACHMENT "C"

Final 5/10/06
Pay Scale 2005
 \$.50 added to all Steps in all Grades

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Grade 1	8.50	8.75	9.00	9.25	9.50
Grade 2	9.00	9.75	10.00	10.75	11.50
Grade 3	9.10	10.00	10.75	11.50	12.10
Grade 4	9.25	10.25	11.00	11.75	12.50
Grade 5	9.75	10.75	11.75	12.75	13.50
Grade 6	11.00	13.50	14.50	15.50	16.50
Grade 7	11.50	13.75	14.75	16.25	17.00
Grade 8	12.00	14.00	15.00	16.50	17.10
Grade 9	12.50	14.25	15.25	16.75	17.25
Grade 10	13.00	14.75	16.00	18.00	19.00

final 5/10/06

Pay Scale 2006

Title upgrades

\$.75 added to all Steps in all Grades; extra \$.10 to Grade 3 & 8 Step 5; extra \$.15 to Grade 4 & 9 Step 5

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Step 1	9.25	9.75	9.85	10.00	10.50	11.75	12.25	12.75	13.25	13.75
Step 2	9.50	10.50	10.75	11.00	11.50	14.25	14.50	14.75	15.00	15.50
Step 3	9.75	11.25	11.50	11.75	12.50	15.25	15.50	15.75	16.00	16.75
Step 4	10.00	12.00	12.25	12.50	13.50	16.25	17.00	17.25	17.50	18.75
Step 5	10.25	12.75	12.95	13.40	14.25	17.25	17.75	17.95	18.15	19.75
	Mun Wkr I Sol Wst Attend Custodian	Laborer Dpty Twn Clerk Assees Field Wkr	Clerk	Acc Clerk Acc Clerk/Typ Court Clerk Asr Aide/Typ W/W MTC Wkr	MEO Landfill Super. Sr Data Clk/Typ Admin Aide WW Op Trainee	Auto Mech	HMEO	Sr Wste Lab Tech Build Inspector I Mun Code Off Bookkeeper Rd MTC Ldr WTPO Type 2B WSTE TPO 2&3 Shop Foreman	Wrking Supv	

final 5/10/06

Pay Scale 2007

3% added to all Steps in each Grade; Extra \$.10 to Grade 3,4 & 8 at Step 5, extra \$.15 to Grade 9 at Step 5

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
Step 1	9.53	10.04	10.15	10.30	10.82	12.10	12.62	13.13	13.65	14.16
Step 2	9.79	10.82	11.07	11.33	11.85	14.68	14.94	15.19	15.45	15.97
Step 3	10.04	11.59	11.85	12.10	12.88	15.71	15.97	16.22	16.48	17.25
Step 4	10.30	12.36	12.62	12.88	13.91	16.74	17.51	17.77	18.03	19.31
Step 5	10.56	13.13	13.44	13.90	14.68	17.77	18.28	18.59	18.84	20.34
	Mun Wkr I Sol Wst Attend Custodian	Laborer Dpty Twn Clerk Assess Field Wkr	Clerk	Acc Clerk Acc Clerk/Typ Court Clerk Aer Aide/Typ WW MTC Wkr	MEO Landfill Super. Sr Data Clk/Typ Admin Aide WW Op Trainee	Auto Mech	HMEO	Sr Wste Lab Tech Build Inspector I Mun Code Off Bookkeeper Rd MTC Ldr WTPO Type 2B WSTE TPO 2&3 Shop Foreman	Wrking Supv	

final 5/10/06

Pay Scale 2008

3 1/2% added to all Steps in each Grade, extra \$.10 added to Grades 3, 4 & 8 at Step 5, extra \$.20 added to Grade 9 at Step 5

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	
Step 1	9.86	10.39	10.50	10.66	11.19	12.53	13.06	13.59	14.13	14.66	
Step 2	10.13	11.19	11.46	11.73	12.26	15.19	15.46	15.72	15.99	16.52	
Step 3	10.39	11.99	12.26	12.53	13.33	16.26	16.52	16.79	17.06	17.86	
Step 4	10.66	12.79	13.06	13.33	14.39	17.32	18.12	18.39	18.66	19.99	
Step 5	10.93	13.59	14.01	14.49	15.19	18.39	18.92	19.34	19.70	21.05	
		Mun Wkr I Sol Wst Attend Custodian	Laborer Dpty Twn Clerk Assess Field Wkr	Clerk	Acc Clerk Acc Clerk/Typ Court Clerk Asst Alder/Typ W/W MTC Wkr	MEO Landfill Super. Sr Data Ckr/Typ Admin Aide W/W Op Trainee	Auto Mech	HIMEO	Sr Wets Lab Tech Build Inspector I Mun Code Off Bookkeeper Rd MTC Ldr WTPD Type 2B WSTE TPO 2A3 Shop Foreman	Working Supv	

final 5/10/06

Pay Scale 2009

4% added to all Steps in each Grade; extra \$.07 to Grades 3,4 & 8 at Step 5, extra \$.19 to Grade 9 at Step 5

Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6 Grade 7 Grade 8 Grade 9 Grade 10

Step 1	10.26	10.81	10.92	11.09	11.64	13.03	13.58	14.14	14.69	15.24
Step 2	10.53	11.64	11.92	12.20	12.75	15.80	16.08	16.35	16.63	17.18
Step 3	10.81	12.47	12.75	13.03	13.86	16.91	17.18	17.46	17.74	18.57
Step 4	11.09	13.30	13.58	13.86	14.97	18.02	18.85	19.12	19.40	20.79
Step 5	11.36	14.14	14.64	15.14	15.80	19.12	19.68	20.18	20.68	21.90
		Mun Wtr I	Laborer	Clerk	Acc Clerk	MEO	Auto Mech	HMEO	Sr Wtr Lab Tech	Writing Supv
		Sol Wtr Attend	Dply Trn Clerk		Acc Clerk/Typ	Landfill Super.			Build Inspector I	
		Custodian	Assess Field Wtr		Court Clerk	Sr Data Clk/Typ			Mun Code Off	
					Asst Aide/Typ	Admin Aide			Bookkeeper	
					W/W MTC Wtr	W/W Op Trainee			Rd MTC Ldr	
									WTPO Type 2B	
									WSTE TPO 2&3	
									Shop Foreman	

ATTACHMENT "C" (continued)

10/24/06