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BC/6728

AN AGREEMENT
BETWEEN
THE CITY OF ALBANY
AND
THE ALBANY BLUE COLLAR
WORKERS UNION
LOCAL 1961 AFSCME
NEW YORK COUNCIL
66 AFL-CIO

JANUARY 1, 2006 – DECEMBER 31, 2009

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STATEMENT OF PURPOSE

This Agreement, entered into by the City of Albany, New York, hereinafter referred to as the Employer, and Local 1961 and Council 66 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1: RECOGNITION; MANAGEMENT RIGHTS

1.1 UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement.

1.2 MANAGEMENT RIGHTS

All management rights not specifically altered by the terms of this Agreement are reserved. The City of Albany specifically reserves the exclusive right to take whatever action is necessary to determine, and fulfill the mission of the City and to direct the City's employees in doing so. The City's failure to exercise any right, prerogative or function in a particular way shall not be considered a waiver of the City's right or prerogative to perform a function in a different way, not in conflict with the express terms of this Agreement, in the future.

1.3 INCLUDED IN BARGAINING UNIT

Unless specifically excluded the bargaining unit shall consist of the following:

- 1) All employees employed by the Department of General Services.
- 2) All employees employed by the Department of Water and Water Supply.
- 3) All labor employees employed by the Department of Recreation.

1.4 EXCLUDED FROM BARGAINING UNIT

- 1) Commissioners
- 2) Deputy Commissioners
- 3) Superintendents
- 4) Field Investigators
- 5) Laboratory Technicians
- 6) Foreman

- 7) Forester
- 8) EnCon Officer
- 9) Administrative Assistant
- 10) Office clerical personnel
- 11) Seasonal personnel
- 12) Employees who work an average of less than 20 hours per week
- 13) Employees in the Division of Parks and Recreation and the Division of Engineering who are scheduled to work less than 30 hours a week.
- 14) Parks Maintenance Supervisor
- 15) Recreation Facilities Supervisor
- 16) Assistant Forester
- 17) City Gardener

1.5 WORK UNITS

For purposes of this Agreement, the following are Work Units within the Bargaining Unit:

Department of General Services

- 1) Street Maintenance
- 2) Street Cleaning
- 3) Waste Collection
- 4) Sewers
- 5) Pump Stations
- 6) Central Garage
- 7) Central Maintenance
- 8) Traffic Maintenance
- 9) Parks Maintenance
- 10) Forestry
- 11) Golf Course
- 12) St. Vincent's Community Center

Department of Water and Water Supply

- 1) Transmission & Distribution
- 2) Alcove
- 3) Loudonville
- 4) Meter Readers
- 5) Mechanics
- 6) Feura Bush

1.6 UNION DUES/AGENCY FEE

1.6.1 Any employee covered by this Agreement who desires to become a member of the Union shall tender his/her membership dues to the Union by signing the authorization card for payroll deduction of dues provided by the Union.

1.6.2 The Employer will deduct from the pay of any employee covered by this Agreement who does not elect to join the Union an agency fee as mandated by law. The

agency fee will be equivalent to the membership dues and shall be paid to Local 1961 and Council 66 of the American Federation of State, County and Municipal Employees.

1.6.3 The Employer agrees to grant exclusive rights of dues deduction to the Union. Each payday the Employer shall deduct Union membership dues or agency shop fees, as the case may be, from the pay of those employees covered by 1.5.1 and 1.5.2. The amount deducted shall be certified to the Employer by the Union.

1.6.4 The aggregate total of all such deductions, together with a list of from whom Union membership dues or agency shop fees have been deducted, shall be remitted forthwith to the designated Financial Officer of Local 1961. The name and address of this Financial Officer shall be certified in writing by the Local Union President.

1.6.5 Revocation of authorization cards shall be honored only after written notice has been given to the Local Union President.

1.6.6 The Employer agrees to grant to the Union exclusive payroll deduction of premiums for employee organization sponsored insurance.

1.6.7 The Union shall hold the Employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the Employer in connection with payroll deductions authorized by this Agreement.

1.6.8 AGENCY FEE LIABILITY INDEMNIFICATION AND COST REIMBURSEMENT

The Albany Blue Collar Workers Union and AFSCME New York Council 66 AFL-CIO shall indemnify the City of Albany and any of its representatives and hold the City of Albany and any of its employees and officers harmless against any and all claims, demands, suits, legal fees or other forms of liability that may arise out of, or by reason of any action taken by the City of Albany or any of its representatives for the purpose of complying with provisions of this Agreement and/or State law mandating that an agency fee deduction be made from the wages of those members of the Bargaining Unit who choose not to be Union members.

1.7 NOTIFICATION OF NEW EMPLOYEES

The Employer agrees to submit to the Union every month a list of new employees hired within the unit, listing their division, date of hire, starting salary, and classification.

1.8 BULLETIN BOARDS

The Employer agrees to provide bulletin boards for the exclusive use of the Union to post notices and other Union information at each of the work installations, where an Employee reports to work in the morning.

1.9 PRINTING OF AGREEMENT AND PERSONNEL PROCEDURES

1.9.1 The Employer shall pay the cost of printing three hundred (300) copies of this Agreement in handbook form for distribution by the Union to all present employees in the Bargaining Unit.

1.9.2 The Employer shall furnish each new Employee with a copy of the contract when hired.

1.10 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours and for reasonable periods of time on the Employer's premises and without loss of pay, employees at each facility designated as Union Representatives whose names are submitted to the Union Head in writing by the Union, shall be allowed to engage in the following activities when necessary:

- Post Union notices and Union literature
- Transmit communications authorized by the Local Union or its officers to the Employer or the employer's representative

-

1.11 LABOR MANAGEMENT COMMITTEE

Conferences between representatives of the Employer and up to five (5) representatives of the Union as needed on important matters, which may include the discussion of procedures for avoiding grievances, may be held upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular working hours. It is understood that this committee shall also make inquiry into matters relating to questions of safety.

1.12 CONTRACT NEGOTIATIONS

The Employer will give time off with no loss of pay for five 5 members of the Local Union Contract Negotiation Team to participate in contract negotiations without limitations.

1.13 PLEDGE AGAINST COERCION

The Employer and the Union agree not to interfere with the rights of employees to become or not become a member of the Union. It is further agreed that there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer Representative or by any Union Representatives for or against any employees because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other reason.

ARTICLE 2 – GRIEVANCES AND ARBITRATIONS

2.1 GENERAL

2.1.1 It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees.

2.1.2 No provision in this Agreement shall be interpreted to require the Union to represent an employee in any stage of the grievance procedure if the Union considers the grievance to be without merit.

2.2 DEFINITIONS

2.2.1 “Employee” shall mean any person employed by the “Employer” who is covered by this Agreement.

2.2.2 “Grievance” shall mean any dispute over the meaning, application or interpretation of this Agreement.

2.2.3 “Immediate Supervision” shall mean a person of the next higher level of authority who normally supervises the employee’s work.

2.2.4 “Day” refers to work days

2.2.5 “Work Day” for the purpose of processing grievances, shall mean all days other than Saturday, Sunday and Legal Holidays.

2.3 MATTERS RELEVANT TO GRIEVANCE PROCEDURES

2.3.1 The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the Union to proceed within the limits set forth shall terminate the grievance at this step. The failure of the Employer to answer within the time limit set forth will entitle the Union to proceed to the next step of the grievance procedure.

2.3.2 Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

2.3.3 In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Commissioner or the Commissioner’s designee.

2.4 UNION STEWARDS

2.4.1 Employees selected by the Union to act as Union Representatives shall be known as “stewards.” The names of employees selected as stewards and the names of other Union Officers and representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

2.4.2 Union Stewards shall have the right to investigate and process grievances. Such investigation shall normally take place during non-work periods. Stewards shall be given access to the Employer’s premises for the purpose of making said investigations. Only the steward at the unit or facility involved shall investigate, unless that steward’s absence that day requires another steward to investigate. Stewards shall give reasonable

notice prior to leaving their job assignment. Reasonable notice shall be defined as good faith efforts to make person to person contact with the steward's immediate supervisor or if unavailable the Department head's designee.

2.4.3 Stewards may present grievances to the Employer without loss of time or pay.

2.5 RIGHTS OF THE PARTIES

Any party shall have access upon request to any written statements or records which shall be presented as evidence by the other party at any hearing provided by this Agreement in advance of said hearing.

2.6 GRIEVANCE PROCEDURE

2.6.1 STEP 1. The Union Steward or other authorized representative of the Union, with or without the employee aggrieved, shall present the grievance orally to the immediate supervisor, who may then make such investigation as he or she deems appropriate, including consultation with his or her supervisor. The immediate supervisor, or that person's supervisor shall render an oral decision to the grievant and his or her representative within five (5) work days after presented within thirty (30) calendar days of its occurrence or knowledge of its occurrence.

2.6.2 STEP 2. If not resolved at Step 1, the Union Steward or other authorized representative of the Union in the absence of the steward, shall reduce the matter to writing on a Grievance Form provided by the Union, setting forth the facts of the grievance and the relief sought, and submit the grievance to the Department Head's Designee within fifteen (15) working days of the receipt of the supervisor's decision or of the date that such decision was due at Step 1. The Department Head's Designee shall investigate the matter and may hold a meeting with the authorized representative of the Union and, shall, in any case, render his or her decision in writing **within** ten (10) working days of the receipt of the written grievance from the Union, to the Union Steward or to the authorized representative of the Union, whichever the case may be.

2.6.3 STEP 3. If the matter is not settled at Step 2 within the time limits set forth above, or no answer is forthcoming, the grievance may be submitted within ten (10) work days of the date such answer is received or should have been due, by the Local Union President or his/her authorized representative to the Department Head. A meeting shall be held between the Department Head and the Union Grievance committee not later than ten (10) work days after the date the Department Head received the grievance. The meeting shall be held during the normal work day. Those attending such meeting shall not suffer any loss of time or pay as a result of their attendance. For the purpose of this procedure, the Union Grievance Committee will consist of no more than three (3) employee representatives. The Department Head shall transmit to the Union President a decision in writing on any grievance matter within ten (10) working days after the date such meeting was held.

2.6.4 If the Union is not satisfied with the decision on the grievance at Step 3, it may, within twenty (20) working days or receipt of the decision of the Employer, or from

the date that such decision would have been due, refer the matter in the manner set forth in the section below:

2.6.4-a When either of the parties desire that an unresolved grievance be submitted to arbitration a Notice of the Demand for Arbitration together with a copy of the grievance shall be sent by registered or certified mail to the other party, the Corporation Counsel and the Public Employment Relations Board who shall select according to the provisions of 2.6.4-b.

2.6.4-b Each member of the arbitration panel shall be assigned a number in rotation. The first arbitrator who is able to schedule a hearing within thirty (30) calendar days of his or her appointment shall serve as the arbitrator. The arbitrator shall be governed by the Public Employment Regulations Board voluntary arbitration rules.

2.6.4-c Arbitrators shall be requested to render their decisions on any matter submitted to arbitration within thirty (30) calendar days of the date that the arbitration hearing was held, or within thirty (30) calendar days of the submission date of any written briefs, should such be required.

2.6.4-d No arbitrator functioning under this step shall have the power to amend, modify or delete any provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

2.6.4-e The expenses and fees of the arbitrator and the Public Employment Regulation Board shall be shared equally by the parties.

2.6.4-f The Permanent Arbitration Panel shall be:

Dale Beach	Barry Taylor
Sheila Cole	Dominick Tocci
Peter Prosper	Kevin Berry
Ben Falcigno	

ARTICLE 3 – DISCIPLINE & DISCHARGE

3.1 MATTERS PERTAINING TO ALL ASPECTS OF THE DISCIPLINARY PROCEDURE

3.1.1 The parties subscribe to the concept of progressive discipline consistent with a policy in which the discipline is corrective and not punitive as far as practicable. To that end, the parties argue that only the following forms of discipline shall be imposed on the employee:

- a. Oral Warning
- b. Written Warning
- c. Suspension
- d. Demotion (with the agreement of the employee and the Union)
- e. Discharge

3.1.2 No employee shall be disciplined except for just cause.

3.1.3 The provisions of this Article shall be applied fairly to all members of the Bargaining Unit, and discipline shall be administered in a consistent manner.

3.1.4 As far as practicable, discipline will be meted out in a manner that will not embarrass the employee before another employee or the public.

3.1.5 No letter of criticism, poor evaluation, or any other document which is derogatory in nature may be placed in an employee's official personnel file without the employee first having an opportunity to review such document. A copy of any document will be given to the employee at the time it is placed in his file.

3.1.6 Whenever the Employer seeks to impose discipline, the employee shall be served with a written notice of the specific charges being brought against him and the proposed or imposed penalty, as the case may be. The notice of discipline shall contain and shall include dates, times and places. A copy of the charge shall be given to the Union contemporaneously with the time it is given to the employee.

3.1.7 In determining the appropriateness of a penalty, the employee's work record and the severity of the charge shall be considered. With the exception of proceedings under Section 3.5.2 any discipline given out over 24 months prior to the current offense shall not be used to advance the steps of the progressive discipline procedure. All verbal warnings and written warnings shall be removed from an employee's record after a period of one (1) year if there has been no reoccurrence of any related infraction and the employee has a good work record.

3.1.8 For serious offenses, or an accumulation of less than serious offenses occurring following discipline imposed under 3.6.2(3), the Employer may impose a suspension of between one (1) and thirty (30) days. No employee shall be suspended without pay for a period exceeding 30 days except when such penalty is agreed to by the employee and the Union, or is imposed by a Hearing Officer after a Step II hearing.

3.2 TIME LIMITS

The Employer shall take the following disciplinary action within the following time limits:

3.2.1 Where the charge involves criminal conduct, the Employer shall put the employee on notice within thirty (30) days of becoming aware of the infraction that disciplinary charges will be made.

3.2.2 In all other cases, disciplinary charges will be made in thirty (30) days of the Employer becoming aware of the infraction.

3.3 DISCIPLINARY TRANSFERS

Shifts, job assignments, transfers, or the reassignment to another Work Unit shall not be made for the purpose of imposing discipline, unless agreed to by the employee and the Union or imposed by a hearing officer after a Step II hearing.

3.4 CIVIL SERVICE RIGHTS

3.4.1 Any employee afforded a hearing under Civil Service Law or Section 18.3.2 of this contract shall receive one.

3.4.2 All employees covered by this Agreement shall be treated as if covered by the benefits of Section 75 of the Civil Service Law for the purpose of discipline, except that the procedure of Section 75 shall be modified in the respects provided in this Article.

3.5 PROCEDURES

3.5.1 STEP 1:

Within ten (10) working days following the service of charges by the City as per Section 3.1.6 of this agreement, the City shall conduct a conference between the employee who has received charges and the Union, and a representative of the appointing authority to discuss the charges and the possibility of an informal settlement. The Union shall receive copies of all charges and notice of all conference and proceedings provided in this Article.

3.5.2 STEP 2:

The hearing, recommendation and decision required by Section 75 shall comprise Step 2 of the disciplinary procedure, to wit:

If a solution has not been reached in Step 1, a hearing upon the charges shall be held by the City's designee. The designee shall make a record of the hearing which shall with his or her recommendation be referred to the charging official. The designee holding such hearing shall, upon the request of the person against who charges are preferred, permit them to be represented by counsel, or by a representative of the Union, and shall allow them to summon witnesses on their behalf. The burden of proving incompetence or misconduct shall be upon the person alleging the same. Compliance with technical rules of evidence shall not be required.

3.5.3 STEP 3:

Either party may appeal any aspect of the Step 2 decision to arbitration by one of the arbitrators selected under Section 2.6.4-b, who will review the Step 2 transcript and evidence, as well as any written briefs the parties may desire to submit to him or her, to determine if the decision reached and penalty imposed at Step 2 are appropriate and justly supported by substantial evidence on the record. The arbitrator's decision shall be final and binding. The parties shall share equally the Step 3 arbitrator's fee.

3.5.4 TIME LIMITS

Notice of Appeal must be given in writing within ten (10) working days following the Step 2 decision. The parties shall have additional fifteen (15) working days to submit to the arbitrator their briefs as well as the Step 2 record and decision. The arbitrator's award shall be issued within thirty (30) calendar days thereafter.

3.5.5 DISCHARGE PROCEDURE

Where the proposed penalty is discharge, an employee may be suspended without pay for up to thirty (30) days pending a Step 2 hearing. An employee shall not be entitled to pay, however, during any period in which the Union or the employee is not ready to proceed or the hearing is adjourned at the request of the Union or the employee, or the Union or the employee obtain a stay of arbitration.

3.5.6 The procedures required by this Article shall be exclusive.

3.6 ALTERNATIVE DISCIPLINARY PROCEDURE

3.6.1 For less than serious offenses, the Employer may impose an oral reprimand, written reprimand or up to three (3) work days suspension in a summary manner, for just cause according to the procedure described below.

3.6.2 The following disciplinary measures may be imposed for a less than serious offense.

1. For the first offense, the penalty shall be an oral reprimand;
2. For the second offense, the penalty shall be either an oral or written reprimand;
3. For the third offense, the penalty shall be either an oral reprimand, written reprimand or a suspension for up to three (3) work days.

3.6.3 There shall be three (3) categories of offenses under this Section: 1) time and attendance offenses 2) safety and equipment offenses and 3) all other offenses. In determining whether an offense is a “first”, “second” or “third” offense, time and attendance offenses will be counted and categorized separately from the other offenses.

In determining whether a pending offense is a “first”, “second” or “third” offense, no offense which was committed more than eighteen months prior to the pending offense shall be considered. The Union will receive copies of all written reprimands, written warnings, suspensions and other written disciplinary actions at the time they are given to the employee.

ARTICLE 4 – WORK RULES AND REGULATIONS

4.1 It is agreed and recognized by the parties that the employer’s mission will be to formulate work rules and regulations. To this end the Employer agrees that all present work rules and regulations of the Departments comprising the work rules and regulations of the Department comprising the bargaining unit will be compiled in writing and will then be the subject of a review by a special committee comprised of an equal number of representatives of the Union and the Employer. The purpose of said committee will be to identify present work rules and make recommendations for new work rules.

4.2 The Employer agrees not to formulate or enforce any work rules which would be in violation of the terms or conditions of the contract between the City of Albany and Local 1961, AFSCME Council 66, AFL-CIO.

4.3 Any dispute over the reasonability of any existing work rule or regulation, or discrimination in their application shall be subject to the grievance procedure of this Agreement.

4.4 When any existing rules are changed or new rules are established, they shall be posted on the appropriate bulletin boards, and a copy provided to the Union, not less than fourteen (14) days prior to their implementation. In safety situations, a rule may be implemented immediately, but will upon request by the Union be discussed at the next labor-management committee meeting succeeding the posting of the rule.

ARTICLE 5 – SENIORITY

5.1 Unless otherwise specified, seniority means an employee's length of service as a full-time, permanent employee with the City of Albany since his or her last date of hire.

5.2 PROBATIONARY PERIOD

5.2.1 Every new employee who is appointed to fill a permanent position shall be subject to a probationary period of not more than six (6) months, including any training period, and may be extended by the Department Commissioner or his designee, to a time period not to exceed one (1) year. Upon completion of the probationary period the appointee will be granted all of the rights and privileges of permanent status employees. New employees who complete their probationary period shall be entered on the seniority list retroactive to their initial date of hire.

5.2.2 The Union shall represent all probationary employees for the purpose set forth under Article 1 of this agreement. However, any unit member covered by this contract who is working in a probationary status may be disciplined or discharged in the sole discretion of the City and shall not have the right to challenge such discipline or discharge under this contract.

5.3 SENIORITY LISTS

5.3.1 At least quarterly, the Employer agrees to furnish the Union an up-to-date seniority list showing the continuous service of each permanent employee. This list will show the name, address, division, job title, date of hire and date of appointment to position currently held of all employees entitled to seniority.

5.3.2 All employees are responsible for providing the Employer with any updated personal information, such as new address and new phone number. The Employer is not responsible for oversights with respect to seniority lists when it has not been provided with updated information from the employee or Union.

5.4 BREAKS IN CONTINUOUS SERVICE

An employee's seniority shall not be broken by voluntary resignation, discharge for just cause, leave of absence, or retirement, lasting one year or less.

ARTICLE 6 – WORK FORCE CHANGES

6.1 PROMOTION AND FILLING OF VACANCIES IN LABOR OR NON-COMPETITIVE CLASSIFICATIONS

6.1.1 The term promotion means the advancements of an employee to a higher paying position.

6.1.2 Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing labor or non-competitive job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days.

6.1.3 During this period, employees who wish to apply for the open position, may do so. The application shall be in writing, and it shall be submitted to the Chief Labor Supervisor or Deputy Labor Supervisor.

6.1.4 The Employer shall fill the job opening or vacancy from among those employees who have made application. Both promotional or lateral employees may apply for said openings or vacancies. The following factors shall be considered in determining which employees shall be selected, and where Employer determines that factors (ii), (iii) and (iv) are relatively equal, factor (i) shall govern: (i) period of continuous service; (ii) ability to perform work; (iii) physical fitness; (iv) attendance record. Preference shall be granted to applications from within the department where the vacancy exists.

6.1.5 The Local Union President shall be notified personally or by certified mail of the selection for promotion five (5) work days prior to the posting of the appointment.

6.1.6 A notice listing those employees who have applied for the position shall be posted by the Employer on the bulletin boards within two (2) work days of the selection by the Employer and posted for a period of at least two (2) work weeks.

6.1.7 Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days, but not exceed ninety (90) days. During the trial period if it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected or he/she voluntarily relinquished such position during that period then such employee shall be restored to his/her former position.

6.1.8 The Union shall be notified of any proposal to establish a new job classification or to change duties and responsibilities of any existing job classification thirty (30) days before the Civil Service Commission acts upon the proposal, if possible. In any event the Union shall be notified prior to the Civil Service Commission notification.

6.2 PROMOTION AND FILLING OF VACANCIES IN COMPETITIVE CLASSIFICATION

It is agreed by the parties that in any event the Employer creates or intends to fill any position by a test of any kind the parties will meet to negotiate the procedures for

filling such positions. The Union shall be notified of the City's intention to test no later than sixty (60) days prior to the testing date.

6.3 TEMPORARY JOB OPENINGS

6.3.1 Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, leave of absence, or for any other reason.

6.3.2 When the Employer chooses to fill a temporary job opening in a higher classification the upgrade shall be filled by Employer assignment or reassignment from among personnel within the Unit in which the openings occur and the assignment shall be made in terms of a temporary upgrade based upon seniority and qualifications.

6.3.3 Employees assigned in excess of one (1) shift to temporary job openings in a higher classification shall be paid the salary range established for the job which in no case shall be less than one (1) step higher than the previous rate.

6.3.4 When an employee is repeatedly assigned to a higher job classification in excess of seventy-five (75%) of the time actually worked (not including sick, personal, vacation, and all other authorized paid leaves) over the course of one (1) year, a position shall be created in that higher classification and the vacancy shall be filled pursuant to Section 6.1. When it is determined that an employee has worked 75% of the time out of his/her job classification the City must create a position for that job classification and fill the position in less than one (1) year.

6.4 TEMPORARY EMPLOYEES

6.4.1 Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employees shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary reassignment.

6.4.2 Employees hired on a temporary basis to fill entry level positions, or employees hired pursuant to Section 6.4.1, with the exception of temporary employees hired to supplement the work force in seasonal periods and emergencies, shall be granted all the rights and benefits of this Agreement as provided for in Section 5.2.1.

6.4.3 Upon return of an incumbent to a permanent position the temporary employees shall be given preference when an opening in a similar job occurs.

6.4.4 During the course of employment, said temporary employees shall be eligible to bid permanent entry level positions.

6.4.5 Entry level positions shall be posted.

6.5 SNOW AND ICE REMOVAL

6.5.1 When there is an insufficient number of Department of General Services employees to cover that Department's snow and ice removal personnel needs, the Department will offer the work to qualified employees of other departments covered by this Agreement.

6.5.2 Once a year, in September, the Union will canvass its employees and compile a list of property licensed employees willing to plow snow as specified in this Article.

6.5.3 After canvassing all properly licensed Department of General Services employees and the employees specified in Paragraph 6.5.2 the City may hire temporary employees and pay them up to the contract rate plus the cost of benefits paid to full time employees. The Blue Collar Union can review this rate.

6.5.4 In case of an emergency the Department where the employee works may recall that employee and direct him or her to another assignment.

6.5.5 INCLEMENT WEATHER EVENT

The Employer will have the discretion to authorize an "inclement weather event" when the circumstance arises. An "inclement weather event" may last up to four days from the date that it is declared. The Employer shall have the discretion to cancel an "inclement weather event" before the expiration of the four-day time period if it is deemed to be no longer necessary.

The Employer will compile a list of employees to call for an "inclement weather event" based on the winter work schedule. When an "inclement weather event" is called by the Employer, the Employer will require these employees to work a shift not to exceed 12 hours to supplement the standard work force. A list of these employees will be distributed at least 30 days prior to November 15 of each calendar year.

6.5.5.1 If employees are called in to work during an "inclement weather event" that is cancelled during their shift, the employee will have the option to leave and will be paid a minimum of four (4) hours pay. Employees called to work for an "inclement weather event" will not be assigned duties that are not related to the "inclement weather event". However, any employee who voluntarily stays to work after being informed of the expiration of an "inclement weather event" may be assigned to duties that are not related to the "inclement weather event".

6.6 DEMOTIONS

6.6.1 The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in any job classification to a lower paying position.

6.6.2 Demotions for economic reasons shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he/she will take, the demotion or the layoff.

6.7 LAYOFFS

6.7.1 In the event the Employer plans to lay off employees for any reason, the employer shall meet with the Union to review such anticipated layoff as the earliest possible time which in any event shall be at least fifteen (15) days prior to the date such action is to be taken.

6.7.2 If a layoff takes place, it shall be accomplished within each job classification, by layoff of temporary employees first, provisional second, probationary third and then permanent employees, all in the inverse order of seniority.

6.7.3 The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

6.7.4 Employees to be laid off shall have at least fifteen (15) days notice of layoff.

6.7.5 When an employee is laid off due to reduction in the work force, he/she shall be permitted to exercise his/her seniority right to bump, or replace and employee with less seniority. Such employee may, if qualified, if he/she so desires, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee whom he/she bumps.

6.8 LAYOFF AND BUMPING IN COMPETITIVE CLASSIFICATION

When a competitive class is created the Employer and the Union shall negotiate a layoff procedure for the affected employees.

6.9 RECALL

When the work force is increased after a layoff, employees will be recalled to seniority within their job classification. Notice of recall shall be sent to the employee at his last known address by registered mail. The Union shall be notified at the same time. If any employee fails to report to work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire

after a period equal to his seniority but in no case more than four (4) years from the date of layoff. No new employee shall be hired within a classification that has been laid off, until all employees on layoff have been recalled within the affected classification.

6.10 CONSOLIDATION OR ELIMINATION OF JOBS

6.10.1 It is understood and agreed that the Employer will notify the Union immediately, in writing, of any decision involving expansion, partial or total closure, or termination of any facilities or operations, or consolidation or a partial or total relocation or removal of any facilities or operations.

6.10.2 The Employer, when practicable, will not effectuate or implement any such change where such actions would affect the employees covered by this Agreement for a period of at least thirty (30) days from the date of said notice.

6.11 TRANSFERS AND REASSIGNMENTS

6.11.1 Employees desiring to transfer to another bureau or Department covered by this contract shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer/reassignment. Answer to such request shall be in writing and be given within two (2) work weeks. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority, provided a vacancy exists.

6.11.2 When an employee is transferred or reassigned involuntarily he shall receive all reasons stated in writing for his change. Any notification of such transfer or reassignment shall be in writing and at least two (2) working days in advance of the date that such transfer or reassignment is to take place.

6.11.3 If any employee feels such transfer/reassignment is unjust, unreasonable, arbitrary or capricious, then the matter may be processed as a grievance.

6.12 COMMERCIAL DRIVER'S LICENSE

6.12.1 The Employer shall make every effort to place an employee who fails to pass the exams required by the Federal Commercial Motor Safety Act of 1986 in work which that employee is able to perform within his/her classification.

6.12.2 If no work is available, said employee's option shall be placed in a temporary position at the employee's option until a permanent position becomes available.

6.12.3 If no temporary position is available, said employee shall be placed on a preferential hiring list. Preference shall be given whenever a job opening occurs in any job classification provided said employee is qualified.

6.12.4 All Class A and Class B drivers will be reimbursed by the City for the Commercial Drivers License renewals.

ARTICLE 7 – HOURS OF WORK

7.1 REGULAR HOURS

The regular hours of work each day shall be consecutive. Reference to consecutive hours of work in the balance of this Article shall be constructed to include hunch periods. All full-time bargaining unit members shall work forty (40) hours per week.

7.2 WORK SCHEDULE

7.2.1 Work schedules showing the employee's regular shifts, work days and hours shall be posted on all appropriate bulletin boards at all times.

7.2.2 Should any vacancies occur on any work shift within a Work Unit, preference will be granted to an employee requesting to fill such vacancy on the basis of seniority and qualifications.

7.2.3 Employees shall arrive on time for their scheduled shifts. Employees will be docked one quarter-hour of pay for arriving within the first fifteen minutes after their scheduled shift began, one half-hour of pay if arriving after the first fifteen minutes but within the first 30 minutes of their scheduled shift, and so forth. For example, an employee scheduled to begin work at 8:00 am, but who clocks in at 8:17 am, will be docked one-half hour of pay. Patterns of excessive tardiness will result in progressive discipline.

7.2.4 Water plant operators and water plant assistant operators shall work two (2), twelve hour days on Saturdays and Sundays, and two additional eight (8) hour days to equal forty (40) hours of work a week.

7.3 CONTINUOUS OPERATIONS

There shall be a fixed and posted schedule for operations that are continuous in nature and that will provide for time and one-half pay after each eight (8) hour shift and forty (40) hours in one week. An employee may agree to work longer than eight (8) hour shifts at a straight time if he wishes.

7.4 REST PERIODS

All employee's work schedules shall be provided for a fifteen (15) minute rest period during each one-half shift. When practicable, the rest period shall be scheduled at the middle of each one-half shift.

7.4.2 Whenever practicable, employees required to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

ARTICLE 8 – REPORTING TIME

8.1 SHOWING-UP TIME

Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report. If in the event that the specific job for which the employee was scheduled to report is not available, then the employee will be assigned or reassigned to a job of equal job pay.

8.1.1 If an employee arrives late to their reporting location and the crew to which the employee is assigned has been filled or left that location the employer may reassign that employee to do whatever work needs to be done for the remainder of the work shift.

8.2 CALL TIME

8.2.1 Any employee called for emergency duty in addition or outside of his regular scheduled shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1 ½) times his regular rate of pay.

8.2.2 If the call time work assignment and the employee's regular shift overlap, the employee shall be paid call time rate of one and one-half (1 ½) times his regular rate until he completes at least two (2) hours of work. The employee shall then be paid for the balance of his regular work shift as straight time.

8.2.3 Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another shift which begins at the end of the employee's regular work shift or any time thereafter.

8.3 PREMIUM RATES OF PAY

8.3.1 One and one-half (1 ½) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any work week, except as specified in Section 12.1.6.

8.3.2 One and one-half (1 ½) times the employee's regular hourly rate pay shall be paid for all work performed in excess of the employees regular scheduled shift. Effective January 1, 2007, employees permanently assigned to the 2nd and 3rd shifts (DGS 3-11 and 11-7; Water Dept. 4-12 and 12-8) shall receive a shift differential of an additional twenty-five cents per hour for all hours worked.

8.3.3 Time off because of the observance of a holiday shall be considered as time worked for the purpose of the computation of overtime.

8.4 DISTRUBATION OF OVERTIME

8.4.1 A pre-planned overtime list shall be established in each work station for that station from among employees who desire that their names appear on such lists.

8.4.2 At least once per calendar year each division will solicit all employees to determine if they want to be contacted for overtime opportunities.

8.4.3 On each occasion the opportunity to work overtime and special detail shall be offered to the qualified employee with the same job classification who had the least number of hours to their credit in the previous calendar month. If this employee does not accept the overtime or special detail, the employee with the next fewest number of hours to their credit in the previous calendar month will be offered the assignment. This procedure shall be followed until the required employees have been selected for the assignment from that work station.

In the event that no employee or an insufficient number of employees accepts the overtime or special detail, the Employer may require the employees to work such overtime or special detail on a reverse seniority basis. The Employer will not, when practicable, unreasonably deny an employee's advance request to be excused from any required overtime which may arise on a given day. Such request to be excused must be for a reason. The Employer may discipline an employee who, without good reason, refuses to work overtime when required to do so, and may discharge employees for concerted refusal to work overtime without good reason. Such disciplinary action or dismissal shall, however, be subject to review under the grievance and arbitration procedure.

8.4.4 A record of all overtime and special hours worked by each employee within a Work Unit shall be posted on the Department Bulletin Board monthly. This posting shall contain name, job title and number of hours worked the prior month. The preplanned overtime list shall be posted a minimum of three (3) work days before such overtime is to take place. Special detail overtime will be posted one (1) day in advance, if

possible. In addition, where possible, special detail overtime lists shall remain posted for at least twenty-four (24) hours.

8.5 OVERTIME PAY

All overtime worked shall be paid for promptly, no later than the next full regular payroll period.

ARTICLE 9 – HOLIDAYS

9.1 HOLIDAYS RECOGNIZED AND OBSERVED

9.1.1 Every employee covered by this Agreement shall receive one (1) day's pay for each of the holiday listed below on which he/she performs no work. The following days shall be recognized and observed as paid holidays:

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

9.1.2 In order to receive payment under this Section, an employee must receive compensation for both the scheduled work days prior to and succeeding the holidays listed above. Failure to receive compensation for the day preceding or succeeding a holiday shall result in the loss of pay for that holiday.

9.1.3 Included in the holiday leave provisions will be a provision for Martin Luther King's Birthday, President's Day, Memorial Day, and Columbus Day. These holidays are customarily celebrated on Mondays thereby providing a three (3) day weekend.

9.1.4 Every employee covered by this Agreement who works on any of the holidays listed above, or on a Friday or Monday, as provided below, should a holiday fall on a weekend, shall be paid his regular rate of pay plus time and one-half (1 ½) for all hours worked on that particular day. Under a declared snow emergency where the employee works twelve (12) hours, compensation shall be at the rate of time and one-half (1 ½) for twelve (12) hours plus twelve (12) hours holiday pay.

9.1.5 Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as a holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. The provisions of this clause, as they relate to Continuous Operations, shall be interpreted through conference between parties.

9.1.6 Paragraph 9.1.3 shall not apply to employees specifically hired to work holidays.

9.1.7 Water Filtration Plant employees working Continuous Operations shall receive compensation for holidays worked based upon the actual date of occurrence of said holiday.

9.1.8 Any bargaining unit employee who works a holiday shall be paid holiday pay pursuant to Article 9.1.1 plus one (1) hour of regular pay for each hour worked over that employee's eight (8) hour regular tour. In addition, time and one-half will be paid to that employee for all hours worked on that holiday.

ARTICLE 10 – VACATIONS

10.1 VACATION ALLOWANCE AND ELIGIBILITY

10.1.1 Vacations shall be earned in proportion to the amount of the calendar year worked by an employee as more specifically set forth in Section 10.1.2. Those vacations shall be taken in the calendar year next succeeding the one in which they were earned. Now employees may use up to five (5) days of earned vacation upon completion of six (6) months employment.

10.1.2 Employees shall accrue vacation credits at the following rate:

Length of Service	Vacation Credits Earned Effective January 1, 1985
0-4 years	10/12 th days per month (10 days per year)
5-9 years	15/12 th days per month (15 days per year)
10+ years	20/12 th days per month (20 days per year)

10.2 TRANSFER RIGHTS AND SEPARATION

10.2.1 If an employee is transferred to another City Department, vacation credits will be transferred.

10.2.2 An employee who resigns, retires, is discharged or laid off prior to taking his/her vacation shall be compensated or all their accumulated vacation credits. In case of death, the employee's estate will receive full payment of all the deceased employee's unused vacation.

10.2.3 A leave of absence without pay or a resignation followed by a reinstatement to the same job title within one (1) year shall not constitute an interruption of service for the purpose of this Article, provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining vacation credits per year or rate per month.

10.3 COMPUTATION OF PAY

10.3.1 Vacation pay shall be the regular rate of pay in effect for the employee's regular position at the time he takes his vacation.

10.3.2 If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

10.3.3 An employee on paid sick leave, jury duty, time on paid vacation or other full pay status will be considered as time worked in determining vacation credits.

10.3.4 If a regular pay period(s) falls during an employee's vacation, he/she may request his/her vacation pay before his/her scheduled vacation begins provided such request is made a reasonable time before the start of the vacation.

10.3.5 Employees shall earn vacation credits for every month in which they work or receive regular compensation for fifteen (15) work days. For the purpose of this paragraph, Worker's Compensation shall constitute "regular compensation" but off-the-job disability payments, shall not constitute "regular compensation."

10.4 CHOICE OF VACATION PERIOD

10.4.1 Employees shall be entitled to use up to five (5) vacation days per calendar year. Employees shall request short notice vacation leave by submitting the Department's Short Notice Vacation/Request for Leave Form (Appendix C) at the beginning of the employee's work shift no less than three (3) days prior to the date being requested. The Employer shall inform the employee no later than the end of the shift as to whether the short-notice vacation leave has been approved or denied.

10.4.2 Choice of vacation shall be by seniority within each bureau, division or work unit.

10.4.3 Approved vacation schedule shall be posted prior to April 1st of each year. Vacation credits shall not be accumulated or carried over to any succeeding year. A vacation period may be rescheduled within the calendar year in which it was selected only at the discretion of the Department Head. Employees may carry over up to five (5) vacation days to the next year at the employee's option.

10.4.4 Subject to paragraph 10.4.2 and 10.4.3, the Employer shall schedule vacation and personal leave throughout the year subject to reasonable personnel needs as determined by the Department Head.

ARTICLE 11 – PAID LEAVES

11.1 BEREAVEMENT PAY

11.1.1 An employee who has a death in the immediate family (spouse, parents, step parents, children, stepchildren, sister, brother, grandparents, grandchildren, and domestic partner) shall be granted five (5) consecutive work days leave of absence with full pay. Three (3) consecutive work days shall be granted for the death of the following relatives: brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, and father-in-law, aunt, uncle, niece and nephew. Start of leave shall be at the employee's option; however, leave must be started within 5 calendar days of the family member's death. Proof of death and relationship may be required by the Employer.

11.1.2 In any case of death in the immediate family which occurs during an employee's vacation period, upon application for such leave by an employee, the employee shall have the option of extending his/her vacation period for the additional time, or taking the time for use at some future date, provided, however, that proof of such death is established in writing by a licensed physician who is in attendance or other authority, whichever the case may be.

11.2 JURY DUTY

11.2.1 Employees shall be granted time necessary to serve as required on Jury Duty, with payment of their regular salary for such service, only if the employee provides a note or statement from the Court stating the date and discharge time for each day of absence. Any date an employee is excused from Jury Duty, he/she shall report to work at the first next scheduled one-half (1/2) day that such employee is assigned to work. Should an employee receive any Jury Duty payment, he/she shall remit such payment to the City.

11.2.2 Any employee subpoenaed to appear before a court or other public body in which said employee is not personally involved as a plaintiff or defendant, shall be granted time off without loss of pay for such time used, provided the City is notified in advance and is provided a copy of the subpoena.

11.3 CIVIL SERVICE EXAMINATIONS

When an employee is scheduled to work, he or she shall be allowed time off with pay to take open competitive and promotional Civil Service Examinations, but only such examinations which would result in employment by the City of Albany. The employee

shall submit a request for such leave two (2) weeks before the scheduled examination and submit proof that he or she took said examination.

11.4 MILITARY SERVICE LAW

Any employee who is required to render ordered military or naval duty shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) calendar days pursuant to the Military Law, Section 242 and Section 243. The employer may require full documentation of days and times worked. If said documentation is not provided within thirty (30) days of service as specified in this Section, the Employer may deduct the amount paid.

11.5 PERSONAL LEAVE

11.5.1 An employee in this until shall be entitled to three (3) personal leave days per year.

11.5.2 An employee shall notify the City no later than the end of his/her prior workshift before he/she plans to take personal leave, except in an emergency, in which case, the employee must call one (1) hour before his or her shift starts. Emergency personal leave used under these conditions is limited to two (2) days per year. If personal leave is not used, it shall be treated as a vacation day in the following year.

11.6 UNION BUSINESS LEAVE

The Union President, or his/her designee in his/her absence, shall receive twenty-four (24) hours of paid leave per month to conduct general Union business. Twenty-four (24) hours of unpaid leave per month may be delegated by the Union President to other Union officials. Said time shall not accumulate month to month.

Time to attend labor/management meetings, negotiations, meetings pursuant to Civil Service Law, time pursuant to Article 1 Section 1.10, Article 2, Article 3, Article 4.1, Article 6 Subsection 6.7.1 and Section 6.8, Article 15 Section 15.3, and Article 19 shall not be credited against the twenty-four (24) hours paid or unpaid allowed the Union President or his designee to conduct general union business.

ARTICLE 12 – SICK LEAVE

12.1 SICK LEAVE

12.1.1 Sick leave is absence with pay necessitated by the illness or physical disability of the employee. Sick leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or members of the employee's immediate family.

12.1.2 In order to be paid for sick leave taken, employee's must call and notify the Department no less than one hour before the start of the scheduled shift.

12.1.3 Employees are required to produce a doctor's certification prior to returning to work, after five (5) or more consecutive days of illness or disability, stating that the employee is fit to return to work.

12.1.4 Employees shall earn sick leave credit at the rate of one and one-twelfth (1 1/12) days per month. Vacation leave, personal leave, and paid holidays shall be considered as days worked for the accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.

12.1.5 Employees shall earn sick leave for every month in which they work or receive regular compensation for fifteen (15) work days.

12.1.6 All time for which an employee is credited with sick leave shall be considered as time worked. Time off for unpaid sick leave shall not be considered as time worked for the purposed of the computation of overtime. When unpaid sick leave results in an employee working, and being paid for less than 40 hours in a week, overtime shall be calculated under Section 8.3.1.

12.1.7 The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leaves. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule.

12.1.8 If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which the employee is entitles as of such date.

12.1.9 The Department Head may at his or her discretion, advance sick leave credits to an employee absent due to personal illness who has exhausted his or her accumulated sick leave and vacation leave credits. Such advanced sick leave credits shall be repaid as soon as practicable after the employee's return to duty, from subsequent accumulation of time credits.

12.1.10 Sick leave credits shall not be used in units of less than one (1) hour, or in increments of less than thirty (30) minutes.

12.1.11 In order to be paid for sick time used to attend a doctor, dentist, or optometrist's appointment, the employee is required to produce a note signed by the doctor, dentist, optometrist, or their respective designee, stating the time and date of the appointment.

12.1.12 When an employee is separated from service with the City and is subsequently reinstated or re-employed within one (1) year after such separation, his sick leave credits accumulated and unused at the time of his separation shall be restored.

When reinstatement occurs more than one (1) year following separation, sick leave credits accumulated and unused at the time of separation may be restored at the discretion of the Department Head.

12.1.13 There shall be unlimited banking of sick leave. Unused sick time from prior years, and all sick leave unused and accumulated at the end of the current year shall be banked.

12.1.14 When the Employer concludes an employee has given evidence of sick leave abuse by using, in a single calendar year, more than eight (8) paid or unpaid sick leave days or four (4) or more days immediately before or after holidays or other days off, that employee may be required to produce for any further payment of sick leave for the remainder of that calendar year a physician's certificate attesting to that employee's inability to work during the absence because of illness or injury, regardless of the length of time missed due to that illness or injury. The parties do not intend this paragraph to apply to extended illness which includes days immediately before or after holidays or other days off. The Employer will give written notice to any employee that he or she has become subject to the requirements of this paragraph and will have to substantiate future absences. When an employee is sick and provides a doctor's verification, then those sick days do not apply to the 4 or the 8 days under this paragraph.

12.1.15 Doctor Memo

All doctors' notes must be legible. Notes are to be submitted the next business day following the appointment. A lock box has been placed between the time clock area and Tom Kelley's office. All notes must be placed in this box. The photocopy machine outside of Tom Kelley's office is available for your use. It is suggested that you keep a copy of all notes.

Under section 12.1.14 of the Blue Collar Contract, in order to be paid for sick time used while the employee is unable to work due to injury or illness, the employee is required to produce a note signed by the doctor stating:

- The date(s) that the employee is unable to perform the duties of their job due to injury or illness; and
- A diagnosis stating injury or illness. A diagnosis of injury must state which area of the employee is affected.

All other doctor's notes submitted, even when not required by the contract, must comply with the above stated content requirements to be accepted.

If a note is found to be unacceptable, you will be notified in writing. Once you are advised that a doctor's note is deemed unacceptable, you will have five business days to re-submit a doctor's note that is acceptable. If you fail to re-submit an acceptable doctor's note in a timely fashion, the day(s) you were out will be considered unexcused.

12.1.16 An employee who uses unpaid sick leave without the authorization of the Department Head or the chief labor supervisor shall be subject to disciplinary action.

12.1.17 Personal Leave – An employee who banks 6 ½ days of his/her sick leave days in the prior calendar year, will be entitled to a personal leave day. An employee who banks eight (8) of his/her sick leave days in the prior calendar year will be entitled to a second personal leave day under this Section. An employee who banks ten (10) of his/her sick leave days in the prior calendar year will be entitled to a third personal leave day under this Section.

12.1.18 If an employee has an extended absence due to injury or illness, this Department may require the employee to be assessed by the City Doctor prior to returning to work.

12.2 WORKERS' COMPENSATION

12.2.1 Workers' Compensation benefits shall be payable whenever an employee is absent from work as a result of personal injury caused by an accident occurring in the course of his or her employment. At the employee's option, all accrued sick, personal and vacation leave may be used to cover the Worker's Compensation waiting period and/or to compensate the employee for the difference between the Worker's Compensation payment received, and the employee's regular salary.

12.2.2 Incident reports and/or accident reports of an employee that was involved in an on-the-job accident where the employee was injured, must be completed and submitted by the employee to the Employer by the end of the employee's shift on the date of the accident. Approval must be authorized by the Employer to submit incident reports and/or accident reports after the conclusion of the employee's shift on the day of the incident or accident.

12.3 MATERNITY LEAVE

12.3.1 Pregnant employees shall be granted a leave of absence without pay for a period of time not to exceed six (6) months which may be extended by the Employer.

12.3.2 The employee shall report to the Employer the existence of pregnancy not later than the end of the fourth (4th) month of pregnancy.

12.3.3 A statement from the pregnant employee's physician on a form supplied by the City must be forwarded to the Employer not later than the fourth (4th) month of pregnancy. It shall include the expected date of confinement, length of time the employee may work prior to the date of expected delivery, and date of leave, and certify that the employee is in good health and that working in her City occupation will not be harmful to her or her unborn child.

12.3.4 After delivery of the baby, the employee may return on the date recommended by her physician, provided a written statement on a form supplied by the

City is submitted to the Employer certifying that she is fully employable and ready to resume her full duties.

ARTICLE 13 – UNPAID LEAVE

13.1 EMPLOYMENT OPPORTUNITIES

Employees shall be granted a leave of absence without pay to enable such employee to serve with another agency of the City temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointments to a competitive class, or another position of a higher class that requires such conditions to be met.

13.2 LEAVE OF ABSENCE WITHOUT PAY

Employees may request a leave of absence without pay for personal reasons for up to twelve (12) months. Such request shall be in writing and be submitted at least thirty (30) days prior to start of requested leave. It shall be answered in writing by the Department Head no later than fifteen (15) days after submission to the City.

13.3 UNION CONFERENCE

Each officer and steward of the Union who is designated to attend any convention, meeting, conference or workshop sponsored by the Union shall be permitted to attend such function without pay for up to three (3) working days per year.

13/4 When unpaid leave results in an employee working and being paid for less than forty (40) hours per week, overtime shall be calculated under Subsection 8.3.1.

ARTICLE 14 – SALARY AND CLASSIFICATION

14.1 SALARY SCHEDULE

A. The employer shall increase compensation rates by three percent (3%) on January 1, 2006 (retroactive), three percent (3%) on January 1, 2007, four percent (4%) on January 1, 2008, and four percent (4%) on January 1, 2009. [See Appendix B]

14.2 PAY PERIOD

The salaries and wages of employees shall be paid on the same day every week. In the event this day is a holiday, the preceding day shall be the pay day.

14.3 LONGEVITY

Effective January 1, 2006, longevity will be paid for service in the bargaining unit only according to the following schedule.

YEARS OF SERVICE IN BARGAINING UNIT	AMOUNT PER YEAR
3-4	\$300
5-9	\$450
10-14	\$600
15-19	\$750
20+	\$900

Effective January 1, 2007, longevity will be paid for service in the bargaining unit only according to the following schedule.

YEARS OF SERVICE IN BARGAINING UNIT	AMOUNT PER YEAR
3-4	\$400
5-9	\$550
10-14	\$700
15-19	\$850
20+	\$1000

Effective January 1, 2008, longevity will be paid for service in the bargaining unit only according to the following schedule.

YEARS OF SERVICE IN BARGAINING UNIT	AMOUNT PER YEAR
3-4	\$500
5-9	\$650
10-14	\$800
15-19	\$950
20+	\$1100

Effective January 1, 2009, longevity will be paid for service in the bargaining unit only according to the following schedule.

YEARS OF SERVICE IN BARGAINING UNIT	AMOUNT PER YEAR
3-4	\$575
5-9	\$725
10-14	\$875
15-19	\$1025
20+	\$1175

Longevity payments will be made once per year on the employee's anniversary date.

14.4 Whenever the Union President brings to the attention of the Department Head that a salary inequity or that employees are performing increased duties, the parties shall sit down and try to resolve the situation. Any resolution to said conditions shall be reduced to writing in the form of a stipulation.

ARTICLE 15 – HOSPITALIZATION & MEDICAL BENEFITS

15.1 HOSPITALIZATION

All employees in the Bargaining Unit and their eligible dependents, including domestic partners shall be eligible for participation in one (1) of the five (5) health insurance programs offered by the City to its employees on the signing date of this Agreement. The full cost of which will be borne by the City except as provided in 15.1.1.

15.1.1 Employees hired after January 1, 1985 shall contribute 10% to individual health insurance coverage or 25% to family health insurance coverage.

15.1.2 If the City wishes to change any of the existing health insurance plans, the City will present postponed alternatives to the present health insurance coverage to the Union. The alternatives shall be presented to the Union for discussion and agreement. If agreement is not reached, expected arbitration will commence on a criterion of substantially equivalent coverage prior to finalization of such change. If the parties resort to expected arbitration, any change in existing health insurance will be dependant on the arbitration ruling.

15.1.3 The benefits offered under the existing Blue Cross/Blue Shield wraparound plan (#7182) and the Blue Cross/Blue Shield GHI Prototype (#7183) shall be continued in force with the following modifications:

- a) Prescription drug co-pay is \$7.00.
- b) There shall be mandatory generic substitution for prescription drug coverage.
- c) There shall be mandatory mail order for custodial/maintenance for prescriptions.
- d) Inpatient and outpatient psychiatric hospitalization and substance abuse benefits shall be no less than New York State minimums as outlined in Appendix A.
- e) A utilization review management process shall be instituted with:
 1. Pre-certification component with utilization review;
 2. Mandatory second surgical opinion; and
 3. Mental health/substance abuse inpatient utilization review.

15.1.3 Any employee who can demonstrate annually that he/she is adequately covered on an alternative insurance plan shall be permitted to opt out of the City plan. Effective January 1, 2003, employees exercising this option shall be reimbursed at the rate of one thousand five hundred dollars (\$1,500.00) per year for an individual plan and three thousand dollars (\$3,000.00) per year for a family plan.

15.1.4 In the event that another Union enters into a Collective Bargaining Agreement with the City that provides for a higher reimbursement rate for opting out of the City's health insurance coverage, the rate specified in Section 15.1.3 of this Agreement shall be increased to match the higher rate specified in this agreement between the City and the other Union.

15.1.5 Any employee wishing to be reinstated to the City plan, after exercising his/her option pursuant to Section 15.1.3, shall be permitted to do so, provided that he/she pay to the City a pro rata share of buyout monies received.

15.2 NEW YORK STATE DISABILITY INSURANCE

15.2.1 The City agrees to cover, at no cost to the employee, each unit member with New York State Disability Insurance, or to pay the employee the equivalent benefits if the City chooses to be self-insured.

15.2.2 Sick leave, vacation leave, holiday pay, longevity pay and personal leave shall not accrue during the period an employee receives said off-the-job disability benefits.

15.3 DENTAL PLAN

Effective January 1, 2003, the Employer shall contribute, to any bargaining unit member who elects dental insurance coverage through any of the health insurance programs offered by the City, four dollars and fifty-five cents (\$4.55) per week toward the cost of either an individual or family dental plan.

15.4 VISION PLAN

Effective January 1, 2003, the Employer shall provide the same vision plan as the vision plan provided to white collar employees.

ARTICLE 16 – RETIREMENT PLAN

The Employer shall continue to provide for each employee, coverage under the New York State Retirement Plan (75i) at no cost to the employee, except as provided by law, for the term of this Agreement.

ARTICLE 17 – GENERAL PROVISIONS

17.1 DISCRIMINATION

17.1.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, race, sex, color, creed, nationality, origin, marital status, political affiliation, handicapped status, or union membership.

17.1.2 All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be constructed to include male and female employees.

17.1.3 The Union and the City consider themselves mutually responsible to improve the public service through the creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves in a workman like manner.

17.1.4 In the event that either party to this Agreement wishes to propose a change, addition, modification, correction, or deletion in this Agreement be made, the following procedure will be adhered to: The party proposing the change, addition, modification, or deletion shall reduce such writing and present it to the City or the Union, as the case may be, within a reasonable time. Thereafter and within a two week period, a meeting of representatives of the parties shall be held to discuss the matter. This time requirement may be waived upon mutual request. If agreement is reached on the proposal, such will be reduced to writing and referred to the City and the Union for ratification with the recommendation of both parties if such ratification is necessary for implementation. Nothing herein shall require either party hereof to agree to any particular proposal submitted pursuant hereto. The obligation of both parties is only to discuss any proposal submitted pursuant to this section.

17.2 DISABLED EMPLOYEES

The Employer shall make every effort to place employees who become partially disabled on a permanent basis on work which they are able to perform, subject to the medical approval of the City Medical Officer, at the employee's option.

The parties agree that they shall comply with the Americans with Disabilities Act and the regulations issued pursuant to that Act.

17.3 SUPERVISORY EMPLOYEES

Foremen and other supervisory employees shall not engage in work belonging to assigned to other employees in the bargaining unit, except in cases where an agency exists and no qualified person is available.

17.4 PERSONAL DAMAGES

The Employer shall replace or reimburse employees for any damage incurred to their personal property, such as clothing and eyeglasses, which was brought about as a result of an accident or attack while carrying out the duties of the job.

17.5 INOCULATIONS

The Employer shall provide inoculations for employees exposed to communicable and contagious diseases in the duties of their employment.

17.6 TOOLS/EQUIPMENT MAINTENANCE AND REPLACEMENT

The Employer will be responsible for the cost of maintaining and replacing of all tools and equipment assigned to employees unless negligently or willfully damaged or lost.

17.7 WORK IN OTHER DEPARTMENTS

In case of emergency, all employees in one Department may be required to work in another Department provided that all employees in that department are offered the work opportunity first and were unavailable.

17.7.1 Employees hired following the signing of this Agreement may be trained and/or assigned to any Blue Collar Department, regardless of the Division or Work Unit of hire.

17.7.2 The City may assign laborers and equipment operators to work their regular shift in any department on an as needed basis for a period not to exceed three work weeks at a time. In the event that an employee has to report to other than his/her normal work location, the City will provide the employees with a minimum of 2 days notice of the change in work location.

17.8 LEAVE ACCUMULATIONS

Leave accumulation shall be based upon a calendar year (January 1st through December 31st).

17.9 UNION TRAINING PROGRAM

The parties agree to promptly meet for the purpose of developing details of a job training program with the exception of implementation within ninety (90) days of the execution of this Agreement.

17.10 WASTE COLLECTION & RECYCLING SHIFT SCHEDULE

The Employer may change the shift starting time of the waste collection and recycling work unit provided that the Employer gives the Union thirty (30) days prior written notice of any such change and after consultation with the Union President.

17.11 (NEW) DRUG AND ALCOHOL TESTING

17.11.1 Any employee that has a job description, which requires special certification, must submit to random drug testing at the request of the Employer. Employees that have a job description that requires special certification are deemed to be those who have a New York State certified license. These positions include, but are not limited to: Certified water plant operators, New York State certified patrol guards, and Watchman II.

** This DOES NOT include class D drivers license.

17.11.2 Employees who fail a drug test for the first time will be suspended without pay for up to thirty (30) days or until such time as the employee has successfully completed an EPA or similar drug treatment plan. At the conclusion of the suspension or drug treatment program, employees will not be allowed to resume employment until they successfully pass a drug test.

Upon returning to work, the employee shall be required to sign a last chance agreement. The return-to-work agreement shall be signed by the employee, the Commissioner or his designee, and an authorized representative of the Union. An employee who subsequently fails a second drug test will be automatically terminated by the Employer.

17.12 DEFERRED COMPENSATION PLAN

Bargaining unit employees may participate in the City's Deferred Compensation Plan through payroll deductions.

ARTICLE 18 – SAFETY

18.1 SAFETY ENFORCEMENT

No employee will be required to operate a vehicle which under the law must be licensed unless such vehicle has been properly licensed and inspected.

18.2 PROTECTIVE CLOTHING AND DEVICES

The Employer shall provide necessary rain gear, gloves, glasses and other equipment to properly protect the employees from injury and inclement weather.

Effective January 1, 2007, the Employer shall provide each employee with one pair of boots each year.

The Employer shall not be responsible for the replacement of any item unless same was surrendered to the Employer.

18.3 WORKING CONDITIONS

18.3.1 No employee shall be disciplined for refusing to perform work which involved an unreasonable risk to his or her or another employee's health or safety by reason of unsafe working conditions.

18.3.2 An employee who is to be disciplined for refusing to perform work because of alleged unsafe working conditions shall be entitled to choose either a hearing under Section 75 of the Civil Service Law on the contract arbitration procedure on the issue of whether the refusal was justified under the standards set forth in 18.3.1.

ARTICLE 19 – SAVINGS CLAUSE

Should any Article, Section or Portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or Portion thereof, directly specified in the decision, upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or Portion thereof.

ARTICLE 20 – STATUTORY PROVISIONS

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

ARTICLE 21 – TERMINATION & MODIFICATION OF AGREEMENT

This Agreement shall be effective as of the first day of January, 2006 and shall remain in full force and effect until the 31st day of December, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and eighty (180) days prior to the termination date that it desires to modify this Agreement. The Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this settlement is provided to the other party.

In Witness Whereof, the parties hereto have made this Agreement effective the 1st day of January, 2006.

CITY OF ALBANY

Gerald D. Jennings, Mayor

LOCAL UNION 1961 & COUNCIL 66
AFSCME, AFL-CIO

Kenneth J. Larkin

William E. Scheely

Eric Williams

APPENDIX "A"

NEW YORK STATE MINIMUM BENEFIT LEVELS FOR SUBSTANCE ABUSE

Inpatient Detox: Paid in full for up to 7 days

Inpatient rehabilitation:
Paid in full for up to 30
Days per calendar year

Outpatient: Paid in full
For up to 60 visits per
Calendar year, of which
20 may be used for
Family counseling

NEW YORK STATE MINIMUM BENEFIT LEVELS FOR PSYCHIATRIC

Inpatient: Paid in full for
up to 30 days per year

Outpatient: 30 visits per
Year with maximum of
No less than \$1,500; 3
Psychiatric emergency
Visits per year at no less
Than \$60 per visit;
which reduces benefits
otherwise payable for
other in-patient and out-
patient care

APPENDIX “B” – SALARY SCHEDULE

SALARY SCHEDULE 2006

Title	Grade	1/1/02
Assistant Boiler Tender	4	14.19
Autobody Repairman	7	16.28
Automotive Mechanic	7	16.28
Automotive Mechanic Helper	4	14.19
Building Maintenance Worker	3	13.63
Carpenter	1	11.55
Cashier	1	11.55
Cleaner	1	11.55
Chauffeur	1	11.55
Custodial Worker	1	11.55
Custodial Worker II	3	13.63
EO I	5	14.96
EO II	7	16.28
Power Shovel Operator (EO III)	9	19.07
Labor Sub-Foreman	3	13.63
Labor Sub-Foreman (T.E.)	5	14.96
Laborer	1	11.55
Laborer (T.E.)	3	13.63
Laborer II	3	13.63
Laborer III	4	14.19
Lifeguard	1	11.55
Licensed Automotive Inspector	8	18.22
Line Clearance Tree Trimmer	9	19.07
Locker Room Attendant	1	11.55
Mason	7	16.28
Painter	7	16.28
Painter II	9	19.07
Park Aide	1	11.55
Parts Clerk	7	16.28
Parks Maintenance Repair Worker	6	15.92
Radio Dispatcher	3	13.63
Recreation Assistant	2	12.75
Reservoir Patrolman	1	11.55
Sanitation Worker	5	14.96
Senior Parks Maintenance Repair Worker	8	18.22
Senior Water Maintenance Repairman	8	18.22

Sewage Pump Operator	1	11.55
Sewage Serviceman	4	14.19
Sewage Serviceman II	6	15.92
Sign Fabrication Specialist	7	16.28
Store Clerk	1	11.55
Teen Aide	1	11.55
Telephone Operator	1	11.55
Watchman	1	11.55
Water Maintenance Repairman	6	15.92
Water Meter Reader	3	13.63
Water Meter Repairman	3	13.63
Water Plant Asst. Operator	8	18.22
Water Plant Attendant	3	13.63
Water Plant Maintenance Mechanic	8	18.22
Water Plant Operator (licensed)	9	19.07
Water Plant Trainee Operator	4	14.19
W.S.I. I	1	11.55
W.S.I. II	2	12.75

*The 12/31/02 pay raise is non-retroactive

SALARY SCHEDULE
2007

Title	Grade	1/1/07
Assistant Boiler Tender	4	14.62
Autobody Repairman	7	16.77
Automotive Mechanic	7	16.77
Automotive Mechanic Helper	4	14.62
Building Maintenance Worker	3	14.04
Carpenter	1	11.90
Cashier	1	11.90
Cleaner	1	11.90
Chauffeur	1	11.90
Custodial Worker	1	11.90
Custodial Worker II	3	14.04
EO I	5	15.41
EO II	7	16.77
Power Shovel Operator (EO III)	9	19.64
Labor Sub-Foreman	3	14.04
Labor Sub-Foreman (T.E.)	5	15.41
Laborer	1	11.90
Laborer (T.E.)	3	14.04
Laborer II	3	14.04
Laborer III	4	14.62
Lifeguard	1	11.90
Licensed Automotive Inspector	8	18.77
Line Clearance Tree Trimmer	9	19.64
Locker Room Attendant	1	11.90
Mason	7	16.77
Painter	7	16.77
Painter II	9	19.64
Park Aide	1	11.90
Parts Clerk	7	16.77
Parks Maintenance Repair Worker	6	16.40
Radio Dispatcher	3	14.04
Recreation Assistant	2	13.13
Reservoir Patrolman	1	11.90
Sanitation Worker	5	15.41
Senior Parks Maintenance Repair Worker	8	18.77
Senior Water Maintenance Repairman	8	18.77
Sewage Pump Operator	1	11.90
Sewage Serviceman	4	14.62
Sewage Serviceman II	6	16.40
Sign Fabrication Specialist	7	16.77

Store Clerk	1	11.90
Teen Aide	1	11.90
Telephone Operator	1	11.90
Watchman	1	11.90
Water Maintenance Repairman	6	16.40
Water Meter Reader	3	14.04
Water Meter Repairman	3	14.04
Water Plant Asst. Operator	8	18.77
Water Plant Attendant	3	14.04
Water Plant Maintenance Mechanic	8	18.77
Water Plant Operator (licensed)	9	19.64
Water Plant Trainee Operator	4	14.62
W.S.I. I	1	11.90
W.S.I. II	2	13.13

** Position becomes Grade 4 on 1/1/03.

*** Position becomes Grade 4 on 1/1/03.

SALARY SCHEDULE
2008

Title	Grade	1/1/08
Assistant Boiler Tender	4	15.20
Autobody Repairman	7	17.44
Automotive Mechanic	7	17.44
Automotive Mechanic Helper	4	15.50
Building Maintenance Worker	3	14.60
Carpenter	1	12.38
Cashier	1	12.38
Cleaner	1	12.38
Chauffeur	1	12.38
Custodial Worker	1	12.38
Custodial Worker II	3	14.60
EO I	5	16.03
EO II	7	17.44
Power Shovel Operator (EO III)	9	20.43
Labor Sub-Foreman	3	14.60
Labor Sub-Foreman (T.E.)	5	16.03
Laborer	1	12.38
Laborer (T.E.)	3	14.60
Laborer II	3	14.60
Laborer III	4	15.20
Lifeguard	1	12.38
Licensed Automotive Inspector	8	19.52
Line Clearance Tree Trimmer	9	20.43
Locker Room Attendant	1	12.38
Mason	7	17.44
Painter	7	17.44
Painter II	9	20.43
Park Aide	1	12.38
Parts Clerk	7	17.44
Parks Maintenance Repair Worker	6	17.06
Radio Dispatcher	3	14.60
Recreation Assistant	2	13.66
Reservoir Patrolman	1	12.38
Sanitation Worker	5	16.03
Senior Parks Maintenance Repair Worker	8	19.52
Senior Water Maintenance Repairman	8	19.52
Sewage Pump Operator	1	12.38
Sewage Serviceman	4	15.20
Sewage Serviceman II	6	17.06
Sign Fabrication Specialist	7	17.44

Store Clerk	1	12.38
Teen Aide	1	12.38
Telephone Operator	1	12.38
Watchman	1	12.38
Water Maintenance Repairman	6	17.06
Water Meter Reader	3	14.60
Water Meter Repairman	3	14.60
Water Plant Asst. Operator	8	19.52
Water Plant Attendant	3	14.60
Water Plant Maintenance Mechanic	8	19.52
Water Plant Operator (licensed)	9	20.43
Water Plant Trainee Operator	4	14.20
W.S.I. I	1	12.38
W.S.I. II	2	13.66

SALARY SCHEDULE
2009

Title	Grade	1/1/09
Assistant Boiler Tender	4	15.81
Autobody Repairman	7	18.14
Automotive Mechanic	7	18.14
Automotive Mechanic Helper	4	15.81
Building Maintenance Worker	3	15.18
Carpenter	1	12.88
Cashier	1	12.88
Cleaner	1	12.88
Chauffeur	1	12.88
Custodial Worker	1	12.88
Custodial Worker II	3	15.18
EO I	5	16.67
EO II	7	18.14
Power Shovel Operator (EO III)	9	21.25
Labor Sub-Foreman	3	15.18
Labor Sub-Foreman (T.E.)	5	16.67
Laborer	1	12.88
Laborer (T.E.)	3	15.18
Laborer II	3	15.18
Laborer III	4	15.81
Lifeguard	1	12.88
Licensed Automotive Inspector	8	20.30
Line Clearance Tree Trimmer	9	21.25
Locker Room Attendant	1	12.88
Mason	7	18.14
Painter	7	18.14
Painter II	9	21.25
Park Aide	1	12.88
Parts Clerk	7	18.14
Parks Maintenance Repair Worker	6	17.74
Radio Dispatcher	3	15.18
Recreation Assistant	2	14.21
Reservoir Patrolman	1	12.88
Sanitation Worker	5	16.67
Senior Parks Maintenance Repair Worker	8	20.30
Senior Water Maintenance Repairman	8	20.30
Sewage Pump Operator	1	12.88
Sewage Serviceman	4	15.81
Sewage Serviceman II	6	17.74
Sign Fabrication Specialist	7	18.14

Store Clerk	1	12.88
Teen Aide	1	12.88
Telephone Operator	1	12.88
Watchman	1	12.88
Water Maintenance Repairman	6	17.74
Water Meter Reader	3	15.18
Water Meter Repairman	3	15.18
Water Plant Asst. Operator	8	20.30
Water Plant Attendant	3	15.18
Water Plant Maintenance Mechanic	8	20.30
Water Plant Operator (licensed)	9	21.25
Water Plant Trainee Operator	4	15.81
W.S.I. I	1	12.88
W.S.I. II	2	14.21