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Union: Cortland Unit #6558, CSEA, AFSCME, AFL-CIO

Local: Cortland County Local 812, 1000

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AGREEMENT

by and between the

CITY OF CORTLAND

and

CSEA, Local 1000 AFSCME, AFL-CIO

January 1, 2007 - December 31, 2010
MEMORANDUM OF AGREEMENT

Between
CSEA, Inc., Local 1000, AFSCME, AFLCIO
City of Cortland Unit 6558
And
City of Cortland

Based on meetings between the parties and a review of negotiation notes and minutes for the 2005 and 2006 negotiations, the parties agree that the following represents the correct language for Article XI Holidays, Section 3 of the 2007-2010 Agreement:

“Employees who are required to work New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day and/or Christmas Day above shall be entitled to time and one-half (1 ½) pay or time and one-half (1 ½) compensatory time off in addition to the regular pay for the holiday. Employee’s required to work on any other holidays listed in Section 1 above shall be paid time and one-half (1 ½) for the hours worked on said holiday or be given compensatory time off (hour for hour) for hours actually worked.”

Andrew Damiano
Director of Finance

Will Streeter
Labor Relations Specialist

Dated: March 2, 2007
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AGREEMENT

Made this 19th day of October 2005, by and between the City of Cortland, hereinafter referred to as the employer, and the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO hereinafter referred to as the association.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

Section 1. Purpose

The purpose of this agreement is to promote harmonious relations between the parties, and to establish equitable procedures for the resolution of differences, and to establish the rates of pay, hours of work, and working conditions of the association. The parties acknowledge that this agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the foregoing subjects and incidental matters relating thereto, and the association hereby waives its rights to raise any other topics or demand discussions on any other matters relating to terms and conditions of employment during the term of this agreement.

Section 2. Equal Employment Opportunity

A. Acknowledging the moral principles inherent in federal and state legislation, the parties to this agreement hereby affirm that they shall ensure equal opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, national origin, religious beliefs, handicap, marital status, political affiliation or belief.

B. It is furthermore affirmed the concept and philosophy that equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.

C. All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE II

Section 1. Applicable Law

This agreement shall be subject to all federal, state and local laws. Should any provision of this agreement, or any supplement thereto, be held invalid or unconstitutional by operation of law or by the decision of any court of competent jurisdiction, such provision shall be deemed separate, distinct and independent, and such action shall not affect the validity of the remaining portions thereof. The parties hereto agree to honor the remaining portions of the contract and to meet for the purposed of renegotiating that portion declared invalid or unconstitutional.
ARTICLE III

Section 1. Recognition and Collective Negotiation Unit

A. The employer recognizes the association as the sole exclusive representative of the employees in the following departments: Public Works Department, Water Department (including clerical), and Youth Bureau. Excluded employees shall include seasonal, temporary and auxiliary personnel, clerical personnel (excluding Water Department clerical), the Superintendent, Deputy Superintendent, and Acting Superintendent of any department.

B. The employer agrees that the association shall be the sole and exclusive representative for all of the employees described in Article III, Section 1.A. above for the purpose of collective negotiations and grievances for the maximum period permitted by law.

C. The association affirms that it does not assert the right to strike against the employer or to assist and participate in any such strike or impose any obligations upon its members to conduct, assist, or participate in such a strike. “Strike” shall include any type of work stoppage, slowdown, or any other concerted interference with normal efficient operations.

D. The employer agrees to deduct biweekly from the wages of each employee and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and/or CSEA-sponsored insurance premiums for the employees authorizing said deductions.

E. The employer shall deduct biweekly from the wages of each employee in the bargaining unit who is not a member of the association, the amount equivalent to the membership dues levied by the association and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The association affirms that it has adopted and will adhere to the procedure for refund of agency fee deduction as required in Section 208.3 of the New York State Civil Service Law.

F. The association shall indemnify, defend and hold the employer harmless against any and all claim, demand, suit, or liability that may occur for compliance with this section.

G. The employer shall provide to the association unit president on an annual basis a list of all employees in the bargaining unit, including name, home address, social security number, job title, membership status, and starting date of employment.

H. The association representative and/or association insurance representative shall have the right to visit employees on the job for purposes of administering the agreement providing there is no unreasonable interruption of work caused by such meeting.
I. The association president or his/her designee shall be granted three (3) paid days per year to attend association conferences providing the employer is notified at least one (1) week in advance of said conference.

ARTICLE IV

Section 1. Wages

A. The employer and the association agree that the wage schedule for all bargaining unit employees shall be the schedules provided for in Appendix A. Schedules have been adjusted to represent wage increases as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2007</td>
<td>$.56</td>
</tr>
<tr>
<td>January 1, 2008</td>
<td>$.58</td>
</tr>
<tr>
<td>January 1, 2009</td>
<td>$.60</td>
</tr>
<tr>
<td>January 1, 2010</td>
<td>$.62</td>
</tr>
</tbody>
</table>

B. Said schedules shall be effective from January 1, 2007 through December 31, 2010, unless noted otherwise herein.

C. Effective January 1, 1997, the City will make an IRS 125 Program and a Deferred Compensation Plan available to CSEA members at their option.

Section 2. Newly Hired Employees

All new employees, upon being hired, shall be subject to a 90-day probationary period. The employee shall be paid at the appropriate wage schedule rate for the position in accordance with the wage schedule in Appendix A.

Section 3. Definition of Hourly Employees

For the purpose of this contract, employees in titles listed in Appendix B shall be considered hourly employees:

ARTICLE V

Section 1. Longevity

A. All hourly paid employees shall be entitled to a longevity increase in accordance with the following schedule.

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service</th>
<th>2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>.65/hr.</td>
</tr>
</tbody>
</table>
ARTICLE VI

Section 1. Workday, Workweek

A. The normal workweek shall be 40 hours per week, eight hours per day, Monday through Friday. The normal workday shall consist of eight hour per day, commencing at 7 a.m. and ending at 3:00 p.m. Deviations of one hour in the a.m. and two hours in the p.m. are acceptable providing that no employee is deprived of a continuous eight-hour workday. The employer’s need for and right to require overtime is recognized, and the employer shall have the right to assign such overtime.

B. Winter snow removal schedules and shift assignments in the Department of Public Works shall be determined by the parties during the month of October of each year.

C. If any employee is required to remain on duty over eight hours, then he shall be compensated with compensable time off, or shall receive salary in lieu thereof, the minimum of which shall be one hour.

D. If an employee has left the job and is re-called after normal working hours, the minimum shall be three hours of overtime pay.

E. Water Department employees are not required to be on-call unless designated by the Department Head or his designee to be on-call. For Water Department employees, on-call shall be defined as required to be available by cell phone, home phone and/or to check emergency messages hourly and to respond as needed. The designated on-call worker/supervisor shall be paid an additional stipend at the following rates:
1. $50.00 Each weeknight Monday through Friday
2. $75.00 For each 24 hour period falling on a weekend or City-observed holiday
3. Weeknight periods shall begin at 3:00 p.m. each weeknight and shall end at 7:00 a.m. the following weekday.
4. Weekend twenty-four (24) hour periods begin at 7:00 a.m. Saturday and/or 7:00 a.m. on Sunday and end at 7:00 a.m. on Monday.
5. Holiday twenty-four (24) hour periods begin at 7:00 a.m. on the City-observed holiday and end at 7:00 a.m. on the following day.
6. In the event the Department Head or his designee is unable to contact an on-call employee by the methods noted above, no compensation will be paid to said employee.
7. SCADA Calls - SCADA calls are not considered on-call and are a requirement of the job title and water license. Employees who are on the SCADA water system phone roster are expected to answer a call from the system and respond in accordance with this agreement.

The Chief Water Treatment Plant Operator shall be the next SCADA contact number after the Chief Water System Operator followed by other Water Plant Operators in seniority order.

The SCADA responder shall make a determination as to who is qualified for assignment to the call and assign the call using the on-call overtime roster. If no on-call overtime roster employee accepts the overtime assignment, the responder shall work the overtime, or if not qualified to respond, call the Chief Water System Operator, or his/her designee, for assistance.

F. Whenever the employer requires a night shift, said night shift hours shall be between the hours of 3 p.m. to 11 p.m. shift and for the 11 p.m. to 7 a.m. shift, in addition to the basic wage rate.

<table>
<thead>
<tr>
<th>Eff. Date</th>
<th>3 p.m. to 11 p.m.</th>
<th>11 p.m. to 7 a.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2007</td>
<td>$.95/hr</td>
<td>$1.35/hr</td>
</tr>
</tbody>
</table>

G. Any other employee covered by this agreement, who shall be assigned to a shift any part of which is included between the hours of 3 p.m. and 7 a.m. shall for all such hours worked in that time period be entitled to the same payment as set forth in the immediately preceding paragraph.

H. Any employee, whose work schedule is involuntarily changed with less than one week’s notice, except in the case of an emergency, shall be paid time and one-half (1 ½) for the first day of the revised work schedule.

I. Employees shall receive two additional hours of overtime if he works Christmas two consecutive years.
J. Without respect to the number of hours of overtime worked, an employee shall be entitled to work his normal work shift if he so elects.

K. Any employee if called by the employer, while he is on vacation or holiday, shall have the option of not returning to work, except in case of an emergency.

L. Any employee who is called to work during vacation or holiday period shall be paid time and one-half (1 ½) plus compensatory time off for each hour worked or paid at regular rate and the rate of one and one-half (1 ½) hours for each hour worked and compensatory time off.

M. Employees shall be entitled to $6.00 meal money, with no requirement to produce a receipt, after working three (3) continuous hours of unscheduled overtime.

Section 2. Overtime

A. Available overtime shall be assigned by department to employees who normally perform such work under the supervisor responsible for assigning the overtime. Overtime will not be assigned outside the department unless departmental employees are not available or decline available overtime.

B. The method of distributing overtime within each department shall be determined at Labor Management.

C. Overtime shall be compensated at time and one-half (1 ½) the salary schedule rate, including any addition, i.e. shift differential, longevity, etc., made a part of this article or compensatory time off, insofar as the matter is permissible under the Federal Fair Labor Standards Act.

D. Overtime is any time worked over eight hours per day or 40 hours per week.

E. All employees who are required to work on off-duty hours shall have the option to decide whether he should receive pay for said overtime or compensatory time off. The employee shall notify his supervisor by the end of the pay period if he elects compensatory time off; failure to so notify the supervisor will result in payment for such work. In the event that the employee decides to take time off, it must be done in each calendar quarter. Requests for the use of compensatory time off must be made no less than 24 hours prior to the time off requested. Such requests shall not be unreasonably denied and notice time may be waived in case of an emergency.

F. There shall be no rescheduling of days off or tours of duty to avoid the payment of overtime compensation except in the case of an emergency.
Section 3. Workday/Workweek - Water Plant Operators

a. Chief Water Treatment Plant Operator

Workday - 7 a.m. - 4 p.m. (one hour unpaid meal period)

Workweek Rotation - Seven (7) consecutive workdays, followed by two (2) consecutive pass days, followed by three (3) consecutive workdays, followed by two (2) consecutive pass days.

b. Water Treatment Plant Operator

Workday - 7 a.m. - 4 p.m. (unpaid 1 hour meal period) (1st Shift)
2:30 p.m. - 11:30 p.m. (unpaid 1 hour meal period) (2nd shift)

Workweek Rotation - Seven (7) consecutive 2nd shift workdays, followed by two (2) consecutive pass days, followed by three (3) consecutive 1st shift workdays, followed by two (2) consecutive pass days.

Section 4. Workday/Workweek - Water Department Clerical Staff

Clerical Staff shall work Monday through Friday the same hours as clerical workers at City Hall unless the location of the Water Department business office changes. Clerical employees base hourly rate shall be based on an 8-hour workday and 40 hour workweek. At the time of signing of this agreement the workday of clerical employees shall include a paid one-hour lunch period. This shall remain in effect until changed by mutual agreement of the parties.

ARTICLE VII

Section 1. Sick Time

A. Effective January 1, 2006, all full-time employees hired prior to January 1, 2003 shall accumulate sick time at a rate of a minimum of one and one-half (1 1/2) days per month.

B. Effective January 1, 2006, employees hired on or after January 1, 2003 shall accumulate the following number of sick days.

i. The first full 24 months of employment: 1 day per month

ii. Starting the 25th month of employment: 1.25 days per month

C. At retirement the employee shall have the right to convert one-third of all accumulated sick time into cash.
D. An employee reporting sick must notify the department at least one hour prior to the start of the employee's tour of duty. Sick leave shall not be granted unless such notification is made but instead will be considered as unauthorized time off without pay.

E. A medical certificate may be required at the employer's option and expense as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. The employer shall inform the employee within three hours of his calling in sick that it requires him to obtain a medical certificate, provided that if his shift starts after 12 noon, he shall be required to see a doctor before the next day unless the employer can make an appointment for him on the day he calls in sick. A medical certificate shall be accepted from a physician, physician's assistant, nurse practitioner or dentist. The employer shall not abuse this requirement for a doctor's certificate.

F. Under no circumstances will any combination of sick leave benefits with welfare of worker's compensation benefits exceed an employee's regular daily or weekly rate of pay period.

G. Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from his employer.

Section 2. Family Sick Leave

Employees may use family sick leave for absence from work due to the illness of a spouse, child, stepchild, foster child, mother, father, mother-in-law, father-in-law, or other person residing in the employee's household. Sick days used from the allotment noted in Section 1 of this Article for family sick leave shall not exceed five (5) days in any calendar year.

Section 3. Personal Leave

A. Employees hired prior to July 1, 2005 shall receive three (3) personal days per year.

B. Employees hired on or after July 1, 2005 shall receive three (3) personal days per year upon completion of one year of service.

C. Whenever possible, department heads should receive reasonable notice of intent and must give their permission for such use of personal time. Employees must request the use of personal time no less than 24 hours prior to the day(s) requested and the use of personal time is subject to the approval of the appropriate department head. Notice time may be waived in case of an emergency. There shall be no carry forward of excess personal days from one calendar year to another. Requests for use of personal leave shall not be unreasonable denied.
Section 4. Bereavement Leave

A. In the event of a death of one of the following members of an employee’s family – child, stepchild, foster child, spouse, parents, foster parents, step parents, mother-in-law, father-in-law, siblings, brother-in-law, sister-in-law, grandparents, spouse’s grandparents or other person residing in the employee’s household – the employee shall be excused from work at his/her request to attend the funeral and shall be paid on a daily basis for all days lost on the date of the funeral and the two (2) preceding days, not to exceed a total of three (3) days for any one funeral; providing that all those days were regularly scheduled workdays of the employee.

B. The employee may set aside one of the above funeral leave days for interment which occurs at a later date.

C. In the event of the death of an employee’s close relatives or close friends not mentioned in the above paragraph, the employee shall be excused from work at his request, with the approval of the Department Head, to attend the funeral and shall be paid on a daily basis for the day of the funeral.

Section 5. Military Duty

An employee whose absence is necessitated by his/her engagement in the performance of military duty shall be granted a leave of absence during the period of such activity with no loss of time or pay not to exceed a total of thirty calendar days or twenty-two working days, whichever is greater, per calendar year as provided by law.

Section 6. Jury Duty

Employees called to serve on jury duty shall receive the difference between their jury duty pay and their regular salary. However, any employee who is called to serve on jury duty must report to work if there are more than four hours left in his duty assignment after discharge from jury duty.

Section 7. Sick Leave Pool

In the event a member has exhausted his/her sick leave due to an extended illness or series of illnesses, other members may “donate” sick days or vacation days for the sole purpose of allowing the ill member to remain on the payroll. The donation of such days may not be done for the purpose of assisting a member to qualify for retirement health benefits.
ARTICLE VIII

Section 1. Vacation

A) Effective January 1, 2007, all employees shall receive vacation time with pay under the following schedule:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months</td>
<td>5 days</td>
</tr>
<tr>
<td>1 year</td>
<td>10 days</td>
</tr>
<tr>
<td>5 years</td>
<td>15 days</td>
</tr>
<tr>
<td>10 years</td>
<td>20 days</td>
</tr>
<tr>
<td>20 years</td>
<td>22 days</td>
</tr>
<tr>
<td>25 years</td>
<td>22 days, plus 3 days additional paid in cash</td>
</tr>
<tr>
<td>30 years</td>
<td>23 days, plus 3 days additional paid in cash</td>
</tr>
</tbody>
</table>

For the purposes of this section continuous service shall be broken by a quit or discharge.

B) Employees shall have the option to carry over one (1) week of vacation into the following calendar year. This carry-over week must be used no later than July 31st of that year.

C) Employees shall have the option to convert up to 10* days of vacation to cash. *Not inclusive of 3 days paid vacation for 25+ year employees.

D) Upon retirement, an employee may be paid a lump-sum payment for unused vacation not to exceed the vacation that the employee is entitled to for that year.

ARTICLE IX

Section 1. Health Insurance and Life Insurance

A. The employer agrees to continue to provide a plan of sickness, accident and health insurance, including prescription program in accordance with provisions set forth below. The payment on the prescription drug card shall be $0 for generic drugs and $10 for brand name drugs.

B. The employer agrees to provide at its own cost, a policy of life insurance in the sum of $6,000 on the life of each employee with the right to each employee to select his own beneficiary.

C. The employer further agrees that in the event any changes with reference to the above plan are made that such new or substituted plan will be at least as good as the present plan above mentioned.
D. All employees receiving health insurance coverage from the employer shall be required to contribute to the premium as follows:

- Effective January 1, 2007 – 16%
- Effective January 1, 2008 – 17%
- Effective January 1, 2009 – 18%
- Effective January 1, 2010 – 19%

D. Employees hired prior to January 1, 2007, who retire on or after January 1, 2007, shall contribute to the health insurance premium a fixed percentage as follows:

1. Employees with 25 years of consecutive City of Cortland service and 250 days of accumulated sick leave shall pay the contribution rate in effect at the time of retirement.
2. Employees with 25 years of consecutive City of Cortland service and 275 days of accumulated sick leave shall pay the contribution rate in effect at the time of retirement less one percent (1%).
3. Employees with 25 years of consecutive City of Cortland service and 300 days of accumulated sick leave shall pay the contribution rate in effect at the time of retirement less two percent (2%).
4. Employees with 25 years of consecutive City of Cortland service and 325 days of accumulated sick leave shall pay the contribution rate in effect at the time of retirement less three percent (3%).
5. Employees with over 325 days of accumulated sick leave may convert excess sick leave at three to one for cash or one for one to pay their premium contribution in retirement.
6. Employees with less than 25 years of consecutive City of Cortland service but at least 10 years of consecutive City of Cortland service shall pay the contribution rate at the time of retirement plus two percent (2%) based on accumulated sick leave days as follows:

- 225 – 249 Rate plus 2%
- 200 – 224 Rate plus 4%
- 175 – 199 Rate plus 6%
- 150 – 174 Rate plus 8%
- 125 – 149 Rate plus 10%
- 100 – 124 Rate plus 12%
- 75 – 99 Rate plus 14%
- 50 – 74 Rate plus 16%
- 25 – 49 Rate plus 18%
- 0 – 24 Rate plus 20%

F. Employees who are hired on or after January 1, 2007, who retire on or after January 1, 2007, shall contribute to their retiree health insurance premium a fixed percentage as follows:
1. Employees with 25 years of consecutive City of Cortland service and 250 days of accumulated sick leave shall contribute fifty percent (50%) of the premium.

2. Employees with 20 years of consecutive City of Cortland service shall contribute sixty-five percent (65%) of the premium.

3. Employees with 15 years of consecutive City of Cortland service shall contribute seventy percent (70%) of the premium.

4. Employees with 10 years of consecutive City of Cortland service shall contribute seventy-five percent (75%) of the premium.

5. Employees with over 250 days of accumulated sick leave may convert excess sick leave at three to one for cash or one for one to pay their premium contribution in retirement.

G. Employees who do not attain the requisite retiree health insurance requirements as listed in Sections E and F above shall be eligible to participate in the City health insurance plan at full cost at the retiree’s option.

H. An eligible employee who, after receiving full information about the health insurance benefits available elects not to join the health insurance plan, shall be paid fifty percent (50%) of the premium for individual coverage for each month he/she does not join such plan, payable in the first payroll period in December each year. Any employee opting out of the health insurance coverage shall be required to provide evidence of coverage in another health insurance plan.

I. Any employee who has completed 18 years of service may convert all unused holidays, vacation time, and compensatory days allowed by this agreement earned after the 18th year into sick time for health insurance benefits only. The conversion of sick time allowed by this section shall occur at the end of the calendar year, or prior to an employee’s effective date of retirement if the employee’s retirement date occurs prior to the end of the calendar year. All converted time shall be added to the employee’s bank of sick time and will be posted effective December 31 of each year.

J. If a retired employee dies, his spouse may continue health insurance coverage under the same provisions as the retired employee for the remainder of the spouse’s life. Said spouse must have been the spouse of the retired employee at the date of the employee’s effective retirement. A minor dependent, who was a minor dependent of the retired employee at the date of retirement, shall be able to continue health insurance coverage. The period that such dependent children may remain on such coverage shall be governed by the City’s contract with the insurance carrier.

K. At the time of retirement, an employee may elect to pay a greater portion of their health insurance premium in order to extend the life of the premium payment account.
L. For Water Department employees who qualify, a "service credit" shall be given towards accumulation of sick leave for health benefits only by using the following equation:

\[(\text{Years of service prior to 1983} \times 3 \times 72\%)\]

ARTICLE X

Section 1. Retirement

The employer agrees to provide a retirement plan for all employees known as Section 75-g of the New York State Employees Retirement System. This retirement plan shall provide for ½ pay at age 55, the 1/50th plan for 25 years of service. The employer also agrees to continue to provide for any other retirement programs under the New York State Employee’s Retirement System as currently provided by the City of Cortland for the employees of the Water Department, Youth Bureau, and the Department of Public Works.

ARTICLE XI

Section 1. Holidays

All employees shall be entitled to the following paid holidays with pay.

- New Year’s Day
- Martin Luther King Day*¹
- President’s Day*¹
- Memorial Day*
- Independence Day
- Labor Day*
- 1st Workday of Deer Season
- Veterans Day*¹
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day

*Celebrated Day
¹Department of Public Works employees may elect to work these holidays at straight time pay and receive time and one-half holiday compensatory time. Employees using holiday compensatory time shall be charged hour for hour.

Section 2. If any of the foregoing holidays fall on a Sunday, the employee shall be entitled to the following Monday. If the holiday falls on a Saturday, the employee will be entitled to the Friday before the holiday.
Section 3. Employees who are required to work New Year's Day, Independence Day, Thanksgiving Day and/or Christmas Day above shall be entitled to time and one-half (1 1/2) pay or time and one-half (1 1/2) compensatory time off in addition to the regular pay for the holiday. Employee's required to work on any other holidays listed in Section 1 above shall be paid time and one-half (1 1/2) for the hours worked on said holiday or be given compensatory time off (hour for hour) for hours actually worked.

Section 4. Clerical employees shall observe Section 1 Holidays list with the exception of receiving Columbus Day in lieu of the First Workday of Deer Season.

Section 5. Any employee (except clerical), at his/her option, may elect to exchange Columbus Day for 1st Workday of Deer Season with notification to the Department Head by October 1st of that year.

Section 6. None of the above mentioned holidays shall interfere with the normal operations of any or the departments covered under this contract.

ARTICLE XII

Section 1. Clothing

A. The employer shall provide within two months of the execution of this agreement, at its sole expense and for each employee whose work requires it, the following clothing items: water boots, job-related rain gear, gloves, and coveralls. These items shall be the exclusive property of the employer, shall be used solely during working hours, and shall not be removed from the employer's premises, except when being used in a job-related activity. In no event shall any employee be required to use boots belonging to any other person.

B. The employer shall provide a clothing allowance of three hundred fifty dollars ($350) per employee as of January 1, 2003. This allowance is to be used exclusively towards the purchase of work-related clothing. The clothing style and quality shall be chosen by majority vote of contract employees with final approval by the City Administration.

Section 2. Safety

A. The employer and the union both acknowledge their responsibilities to promote safety and health, and all employees acknowledge their responsibility to comply with all safety rules established by the employer and by regulation.

B. It is further understood that all employees are fully expected to comply with any and all safety requirements related to the duties of his/her position, and that failure to comply with all such safety requirements will be the basis for disciplinary action. Such discipline could include, but not be limited to, an oral reprimand, a written reprimand, a fine, and a
suspension without pay or termination. The actual discipline imposed would depend upon the circumstances surrounding the violation.

C. Before imposing any discipline under this Article, the Department Head shall receive a written report of the incident from the parties with knowledge. He will share such report(s) with two (2) members of the association who will be designated by the association as the Safety Review Committee, will meet to discuss the incident and the proposed discipline, if any, with the Safety Review Committee, and will consider the input received from the Safety Review Committee before imposing the discipline. All written reports pertaining to safety violations shall be part of the employee's permanent personnel file.

D. The employer agrees to restrict, insofar as possible, the scheduling of routine outdoor maintenance work where the ambient outdoor temperature is zero degrees or below or during periods of heavy rain.

Section 3. Safety Equipment

A. Both parties recognize the importance of safety on the job and will adhere to all reasonable safety requirements. The employer shall provide appropriate safety equipment for each employee as necessary at the employer's expense. Any employee who suffers damage or loss of eyeglasses that meet approved safety standards shall have them replaced or be compensated by the employer for their full value. Damage and/or loss must be reported on the same workday that it occurs.

1. The employer will provide employees with any necessary protective safety equipment such as: rain gear, gloves, hard hats, steel-toed shoes (up to a $95 value), safety glasses, etc., without cost; including replacement of same, as deemed necessary and appropriate by the department heads involved.

2. The employer will provide adequate manpower to any job assignment where a hazardous condition may exist. The department head will take whatever immediate action is required to eliminate any such hazard.

The employer will provide inoculations necessary for the safety of the employees associated with sewer maintenance.

ARTICLE XII-A

Section 1. Job Bidding, Layoffs, Recall and Seniority

A. Subject to the provisions of any State Law, if the employer determines to fill a permanent vacancy (not caused by vacations, illness, leave or similar reason), a written notice of the opening indicating the job duties and rate shall be posted on the bulletin board(s) for a period of not less than two (2) working days. Any employee
may signify to the employer in writing during that period an interest in being considered for the opening. The employer shall make his selection on the basis of seniority when two or more applicants are qualified for the position in the following order:

1. Intra-Department
2. Inter-Department
3. If no employee has bid, the vacancy may be filled by outside hiring.

B. The employer shall make his selection for non-competitive and labor class positions on the basis of seniority when two or more applicants are qualified for the position in the following order:

4. Intra-Department
5. Inter-Department
6. If no employee has bid, the vacancy may be filled by outside hiring.

C. Competitive class positions shall be filled in accordance with Civil Service Rule 80 and appropriate Cortland County Rules.

D. The first thirty (30) days on the new job shall be considered a trial period. If the employer determines that the job is not being satisfactorily performed, the employee shall be returned to his former job and the position shall be filled using above provision (A), if feasible.

C. Where it becomes necessary for the employer to abolish, reduce, suspend or demote positions, the same shall be made, within each class, job title, and department, in the inverse order of original appointment for non-competitive and labor class positions. Competitive class positions shall be in accordance with Civil Service Rule 80 and appropriate Cortland County Rules. An employee so reduced shall not be required to perform any of his previous duties against his will.

D. Prior to layoff an employee in one department will be given the opportunity to fill a vacant position in another department provided the employee meets the minimum requirements of the vacant position.

E. Employees who have been laid off or who have been demoted as a result of a layoff shall be recalled to their former position in inverse order of layoff or demotion prior to the hiring of any new employees to fill those positions.

F. Seniority is defined to mean the accumulated length of continuous service with the municipality, computed from the last date of hire.

G. An employee’s length of service shall not be terminated or reduced, but shall continue to accumulate during authorized leave of absence without pay or a layoff except as
hereinafter provided, but shall not continue to accumulate during such period of absence.

H. An employee’s length of service shall be lost and employment terminated if any of the following occur:
   1. Discharge
   2. Resignation
   3. Failure to return promptly upon expiration of authorized leave
   4. Absence for three consecutive working days without leave or notice.

I. A departmental master seniority list will be prepared after the effective date of this agreement, with a copy posted on the bulletin board of the unit. The list shall be revised not less often than once a year. The list shall be final and binding unless a grievance is filed within five working days following the date of posting on the bulletin board.

ARTICLE XIII

Section 1. Grievances and Disputes

A. Grievances and disputes concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure, provided that the grievance is filed within two (2) working days of its occurrence or the employee’s knowledge thereof:

   1. Any employee who believes he has a grievance may present such grievance, in writing, to his immediate supervisor, in an attempt to adjust the matter, and, if the matter is not satisfactorily adjusted in such manner, the employee may request that the president of the association, or the association’s representative, to meet with the employee’s immediate supervisor for the purpose of attempting to adjust the grievance.

   2. In the event the grievance is not satisfactorily resolved as provided above, within five (5) working days of the time it is presented, it shall then be immediately presented in writing by the association representative to the department head or his designee for settlement.

   3. If the grievance is not satisfactorily resolved by the employee’s department head within five (5) days of the time it is presented, then it may be presented in writing to the Mayor and the Director of Administration and Finance of the City of Cortland, or their designee, who shall, upon five (5) working days notice given to the interested parties, hold an informal hearing at which the parties or their representatives and witnesses will be given an opportunity to present their respective positions. After hearing all parties interested in the matter, the Mayor and Director of Administration and Finance or his designee,
shall render a decision in writing upon the facts developed, within ten (10) working days after said hearing.

4. Either party may within five (5) days notice after the decision of the Mayor and the Director of Administration and Finance request the American Arbitration Association (Syracuse Office) to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issue presented, and shall have no power to add to, subtract from, or modify any of the terms of this agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively. Either party may challenge the arbitrator’s decision in accordance with Article 78 or the CPLR.

5. All responses from any representative(s) of the City shall be made in writing with a copy to the grievant and to the association grievance representative.

6. In the event that the parties reach a satisfactory resolution to the grievance, the parties shall reduce such agreement to writing, have it duly signed by the association and the City, and shall distribute copies of the agreement to all affected parties including the grievant.

7. The parties may, by mutual agreement in writing, extend the time periods set forth above for responding to or appealing a grievance.

**ARTICLE XIV**

Section 1. Reciprocal Rights

A. The association recognizes the right of the employer to manage, but not in conflict with the terms and conditions of this contract. The employer recognizes the responsibilities to direct the work force so that the dignity of labor and of the individual shall be protected.

1. The employer shall so administer its obligation under this contract in a manner that will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

2. The association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by heads of the various departments, or his or their designees. A duly authorized representative of the association, designated in writing, after reporting to the office of the superintendent, shall be admitted to the premises for the purpose of assisting in the adjustment or grievances and for investigation of complaints that the contract is being breached. Upon request, the
association representative shall state the purpose of the visit. Except in an emergency, at least four hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper, or obstruct normal operation.

3. The employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose, the maintenance of harmonious and cooperative relations between the employer and employee and the uninterrupted operation of government. Such employees, as well as all officers of the association, shall be designated in writing with copies to the Director of Finance and Administration, and all affected department heads.

Section 2. Discipline and Discharge

A. The following procedures shall be the exclusive procedure utilized for disciplinary and discharge matters for all permanent employees covered by this agreement and who have satisfactorily completed the initial probationary period with the employer. It is also the intent of this article to provide for a swift and judicious alternative for handling discipline and discharge matters in lieu of Section 75 and 76 or the New York State Civil Service Law.

B. Disciplinary action shall include written reprimands, suspension, demotion, discharge, fines or any combination thereof, or other such penalties as may be deemed appropriate by the employer. An employee shall be entitled to representation by the association at each step of the discipline and discharge procedure.

C. Service of the Notice of Discipline shall be made by personal service or by registered or certified mail, return receipt requested, to the employee with a copy sent to the unit president or his/her designee.

D. The Notice of Discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought and shall state any proposed penalty being sought. The Notice of Discipline shall also state that the employee has the right to appeal the disciplinary action by filing a written grievance through the association within five (5) workdays after receipt of the Notice of Discipline if he/she disagrees with it. An employee shall not be disciplined for acts that occurred more than eighteen (18) months prior to the Notice of Discipline.

E. Employees shall be presumed innocent until proven guilty and the burden of proof shall be the employer's. Employees shall be given the opportunity to resolve the proposed discipline by settlement and to be represented by an association representative. If settlement is reached, the agreed upon terms shall be reduced to writing and the employee shall waive, in writing, his rights to the procedure outlined herein.

F. In instances when disciplinary action is to be preferred against an employee, the employee shall not be suspended from employment prior to the completion of the third step of the grievance procedure unless the employee presents a danger to the health and/or safety
of one's self or another or disrupts the operation of department where the employee is working.

G. Disciplinary actions against employees that are issued may be appealed by filing a written grievance within five (5) workdays after the receipt of such notification by the employee if he/she disagrees with the disciplinary action taken. Said grievance shall be processed by the association as a step three grievance and, if necessary, through the arbitration step. Failure to file a grievance within the time frame hereinabove specified will constitute acceptance of the penalty as proposed by the employer and settle the matter in its entirety.

H. If, in any case where an employee has been suspended or discharged pending the outcome of an arbitration proceeding, an arbitrator finds such suspension or discharge was unwarranted, the employee shall be reinstated and compensated for all time lost, and all other rights and conditions of employment as may be determined by the arbitrator, less the amount of compensation which he/she may have received on other employment or in the form of any type of state or federal benefits since his/her suspension or discharge from the public service.

I. The arbitrator shall be limited to determining guilt or innocence and the appropriateness of the proposed penalty. If the arbitrator does not agree with the proposed penalty he shall have the power to reduce such penalty. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be shared equally between the association and the employer.

J. Time limits hereinabove specified may be extended only by mutual written agreement between the association and the employer.

Section 3. Management Responsibility

It is recognized that the management of the department, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the City. Accordingly, the City retains all rights, except as they be specifically modified in this agreement, including, but not limited to selection and direction of the working forces: to hire, suspend or discharge for cause; to make reasonable any binding rules which shall not be inconsistent with this agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc., to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering, and the control of equipment and materials; and to purchase services of others, contract or otherwise.
ARTICLE XV

Section 1. Education Benefits

A. Any employee who is required or wishes to avail himself of any job-related education courses, not during working hours, shall be entitled to have the cost of the tuition for such job-related courses, paid for by the employer with approval of the employee's immediate department head. The department head shall determine whether or not a course is job-related.

B. When an employee is out of town on an extended assignment or attending a job-related training course, he shall be entitled to the following per diem:

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<tr>
<th>Allowance</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Breakfast allowance</td>
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<td>Lunch allowance</td>
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<tr>
<td>Dinner allowance</td>
<td>$7.00</td>
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</table>

C. The following shall be paid to any City employee required to take lodging out of town;

D. Motel/hotel rate expenses to be paid at current rates where employee is sent on City business or for training schools.

E. If an employee is required to use his personal automobile for official City business or for transportation to an approved training school, he will be compensated therefore at a rate of twenty-six cents ($0.26) per mile. However, City-owned vehicles shall be utilized whenever possible.

ARTICLE XVI

Section 1. Labor Management Program

A. The employer and the association agree to establish a joint labor management committee for the purpose of providing communication and discussion for attempted resolution of employment problems and safety and health issues between the employer and employees.

B. The labor management committee shall consist of three people selected by the employer and three people selected by the association. Meetings of the committee shall be held bimonthly, or at other times mutually agreed to between committee members.

Section 2. Driver’s License

The employer agrees to reimburse each employee the cost incurred in excess of $35.00 for obtaining his/her Commercial Driver’s License.
Section 3. Personnel Records

A. The City of Cortland shall keep an official central personnel file for each employee in City Hall. Supervisors may keep working files, but material not maintained in the personnel file may not provide the basis for discipline against an employee.

B. An employee shall have the right to examine his/her own personnel records at any reasonable time during normal business hours upon request to the superintendent. Such examinations shall occur in the presence of the department head or his/her designee.

C. An employee shall have the additional right to receive copies of material placed in his/her personnel file. The department head shall maintain a written record of the material(s) initially furnished to each employee and subsequent copies of the same material shall be furnished to each employee at his/her expense, (the current copying cost per page assessed to the general public.)

ARTICLE XVII

Section 1. Embodiment of Agreement

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject that is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the association or any individual employee covered by this agreement is hereby superseded.

ARTICLE XVIII

Section 1. LEGISLATIVE ACTION

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

Section 2. TERMINATION OF AGREEMENT

IT IS FURTHER UNDERSTOOD THAT THIS AGREEMENT SHALL BE BINDING IN THE EVENT THAT A NEW AGREEMENT CANNOT BE NEGOTIATED BY JANUARY 1, 2007, INSO FAR AS THE PRECEDING IS PREMPTED BY LAW, EXCEPT IN THE EVENT THAT TERMINATION IS AGREED UPON BY BOTH PARTIES CONCERNED.
SECTION 3.  ENACTMENT OF AGREEMENT


FOR THE CITY:

Thomas Gallagher, Mayor

Andrew J. Damiano, Director of Admin.

Dated: 11/06/06

FOR THE UNION:

Will Streeter, Labor Relations Specialist

Joe Call, Unit 6558 President

Howard Thomas, Team Member

Terrance Contento, Team Member

Dennis Gallagher, Team Member

Mike Milligan, Team Member

Matt Wethje, Team Member
## DEPARTMENT OF PUBLIC WORKS (Hired prior to 1/1/2000)

<table>
<thead>
<tr>
<th>Position</th>
<th>2007</th>
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<th>2009</th>
<th>2010</th>
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<tbody>
<tr>
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## YOUTH BUREAU (Hired prior to 1/1/2000)

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<td>$19.89</td>
<td>$20.49</td>
<td>$21.11</td>
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</table>

*The salary of the Youth MEO/Mechanic as listed above is that of the incumbent employee as of January 1, 2003. If that incumbent employee transfers or promotes to another job title, he shall receive his salary at the time of transfer/promotion or the salary of the new title as listed in the mid-hire schedule below, whichever is higher.

## WATER DEPARTMENT (Hired prior to 1/1/2000)

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## MID-HIRE SALARY SCHEDULE (Hired between 1/1/2000 and 12/31/2002)

### DEPARTMENT OF PUBLIC WORKS

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### YOUTH BUREAU

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### Employees hired between 1/1/2003 and 6/30/2005

### DEPARTMENT OF PUBLIC WORKS

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### YOUTH BUREAU

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<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Youth MEO/Mechanic</td>
<td>$15.50</td>
<td>$16.08</td>
<td>$16.68</td>
<td>$17.30</td>
</tr>
<tr>
<td>Maintenance Man</td>
<td>$15.00</td>
<td>$15.58</td>
<td>$16.18</td>
<td>$16.80</td>
</tr>
</tbody>
</table>

### WATER DEPARTMENT

<table>
<thead>
<tr>
<th>Position</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk</td>
<td>$13.16</td>
<td>$13.74</td>
<td>$14.34</td>
<td>$14.96</td>
</tr>
<tr>
<td>Water Treatment Plant Operator</td>
<td>$15.11</td>
<td>$15.69</td>
<td>$16.29</td>
<td>$16.91</td>
</tr>
<tr>
<td>Water Treatment Plant Operator Trainee</td>
<td>$14.46</td>
<td>$15.04</td>
<td>$15.64</td>
<td>$16.26</td>
</tr>
<tr>
<td>Chief Water Treatment Plant Operator</td>
<td>$16.61</td>
<td>$17.19</td>
<td>$17.79</td>
<td>$18.41</td>
</tr>
<tr>
<td>Water Distribution Maintenance Worker</td>
<td>$15.71</td>
<td>$16.29</td>
<td>$16.89</td>
<td>$17.51</td>
</tr>
<tr>
<td>Water Distribution Maintenance Supervisor</td>
<td>$18.42</td>
<td>$19.00</td>
<td>$19.60</td>
<td>$20.22</td>
</tr>
<tr>
<td>Laborer</td>
<td>$14.71</td>
<td>$15.29</td>
<td>$15.89</td>
<td>$16.51</td>
</tr>
</tbody>
</table>
NEW HIRE SALARY SCHEDULE (Employees hired after 6/30/05)

DEPARTMENT OF PUBLIC WORKS

<table>
<thead>
<tr>
<th>Position</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Equipment Operator, Heavy</td>
<td>$15.25</td>
<td>$15.83</td>
<td>$16.43</td>
<td>$17.05</td>
</tr>
<tr>
<td>Laborer</td>
<td>$14.46</td>
<td>$15.04</td>
<td>$15.64</td>
<td>$16.26</td>
</tr>
<tr>
<td>Sewer Heavy Equipment Operator</td>
<td>$15.25</td>
<td>$15.83</td>
<td>$16.43</td>
<td>$17.05</td>
</tr>
<tr>
<td>Sewer Maintenance Worker</td>
<td>$14.96</td>
<td>$15.54</td>
<td>$16.14</td>
<td>$16.76</td>
</tr>
<tr>
<td>Mason</td>
<td>$14.81</td>
<td>$15.39</td>
<td>$15.99</td>
<td>$16.61</td>
</tr>
<tr>
<td>Automotive Mechanic</td>
<td>$15.01</td>
<td>$15.59</td>
<td>$16.19</td>
<td>$16.81</td>
</tr>
<tr>
<td>Automotive Mechanic Helper</td>
<td>$14.90</td>
<td>$15.48</td>
<td>$16.08</td>
<td>$16.70</td>
</tr>
<tr>
<td>Public Works Supervisor (I)</td>
<td>$18.17</td>
<td>$18.75</td>
<td>$19.35</td>
<td>$19.97</td>
</tr>
<tr>
<td>Public Works Supervisor (II)</td>
<td>$17.97</td>
<td>$18.55</td>
<td>$19.15</td>
<td>$19.77</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$16.63</td>
<td>$17.21</td>
<td>$17.81</td>
<td>$18.43</td>
</tr>
<tr>
<td>Heavy MEO/Mechanic</td>
<td>$15.25</td>
<td>$15.83</td>
<td>$16.43</td>
<td>$17.05</td>
</tr>
</tbody>
</table>

YOUTH BUREAU

*Youth MEO/Mechanic
| Maintenance Man                        | $15.25 | $15.83 | $16.43 | $17.05 |
| Maintenance Man                        | $14.75 | $15.33 | $15.93 | $16.55 |

WATER DEPARTMENT

<table>
<thead>
<tr>
<th>Position</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk</td>
<td>$12.91</td>
<td>$13.49</td>
<td>$14.09</td>
<td>$14.71</td>
</tr>
<tr>
<td>Water Treatment Plant Operator</td>
<td>$14.66</td>
<td>$15.44</td>
<td>$16.04</td>
<td>$16.66</td>
</tr>
<tr>
<td>Water Treatment Plant Operator Trainee</td>
<td>$14.21</td>
<td>$14.79</td>
<td>$15.39</td>
<td>$16.01</td>
</tr>
<tr>
<td>Chief Water Treatment Plant Operator</td>
<td>$16.36</td>
<td>$16.94</td>
<td>$17.54</td>
<td>$18.16</td>
</tr>
<tr>
<td>Water Distribution Maintenance Worker</td>
<td>$15.46</td>
<td>$16.04</td>
<td>$16.64</td>
<td>$17.26</td>
</tr>
<tr>
<td>Water Distribution Maintenance Supervisor</td>
<td>$18.17</td>
<td>$18.75</td>
<td>$19.35</td>
<td>$19.97</td>
</tr>
<tr>
<td>Laborer</td>
<td>$14.46</td>
<td>$15.04</td>
<td>$15.64</td>
<td>$16.26</td>
</tr>
</tbody>
</table>
APPENDIX B
INCLUDED TITLES

DEPARTMENT OF PUBLIC WORKS

Motor Equipment Operator, Heavy
Motor Equipment Operator, Light
Laborer
Sewer Maintenance Worker
Sewer Heavy Equipment Operator
Mason
Automotive Mechanic
Automotive Mechanic Helper
Public Works Supervisor (I)
Public Works Supervisor (II)
Engineering Technician
Heavy MEO/Mechanic

YOUTH BUREAU

Youth Motor Equipment Operator/Mechanic
Maintenance Man

WATER DEPARTMENT

Clerk
Laborer
Water Treatment Plant Operator Trainee
Water Treatment Plant Operator
Chief Water Treatment Plant Operator
Water Distribution Maintenance Worker
Water Distribution Maintenance Supervisor
SIDE LETTER AGREEMENT

RE: Water Department Distribution of Overtime

Distribution of Overtime

Overtime shall be distributed equitably among qualified employees on a rotational basis, unless no such employees are available. The initial rotation list shall be set up on the basis of seniority. The work for which an employee is qualified to perform shall be identified on the list next to each employee’s name. (i.e. water plant, field, meter, etc.) Deviations from rotation shall be made in the case of sudden emergency, in which case the employee receiving the overtime shall go to the end of the rotation list; provided, however, that the authority granted by this section shall not be abused to avoid equitable rotation.

In the event an available employee is skipped when available overtime is distributed, the employee skipped shall be allowed to work the next available overtime equivalent to the amount of overtime worked by the employee for whom he or she was skipped. The overtime list shall not be used for subsequent available overtime until the skipped employee has had an opportunity to work overtime in the amount equivalent to the amount the employee would have worked had the employee not been skipped.

Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list.

A record of employees who have worked overtime shall be updated periodically and shall be posted at each work location unless such posting is mutually determined to be unnecessary.