Contract Database Metadata Elements

Title: Rensselaer, City of and City of Rensselaer Unit, CSEA Local 1000, AFSCME, AFL-CIO, Rensselaer County Local 842 (2009)

Employer Name: Rensselaer, City of

Union: City of Rensselaer Unit, CSEA, AFSCME, AFL-CIO

Local: Rensselaer County Local 842, 1000

Effective Date: 08/01/2009

Expiration Date: 07/31/2014

PERB ID Number: 6905

Unit Size:

Number of Pages: 29

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AGREEMENT

by and between the

CITY OF RENSSELAER

and

CSEA, Local 1000 AFSCME, AFL-CIO

Since 1910

CSEA
New York's LEADING Union

City of Rensselaer Unit
Rensselaer County Local 842

August 1, 2009 - July 31, 2014
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AGREEMENT, made and entered into this ___ day of ____________, 2012, by and between THE CITY OF RENSSELAER (hereinafter referred to as the "Employer" or the "City"),

and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO FOR THE CITY OF RENSSELAER UNIT OF THE RENSSELAER COUNTY LOCAL 842 (hereinafter referred to as the "CSEA" or the "Union").

ARTICLE 1

Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations between the City of Rensselaer, New York, the employees, and the Union.

The parties mutually recognize that the responsibilities of both the employees and City of Rensselaer to the public require that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the public; that essential public service here involved, and the general health, welfare, and safety of the community are dependent upon proper service to the community; and agree to continue to encourage efficiency on the part of the members of the Union.

To these ends the City of Rensselaer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

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

WHEREFORE, for and in consideration of the premises and the mutual promises in this agreement herein contained, it is agreed that:
ARTICLE II

Recognition and Bargaining Unit

Pursuant to and in accordance with all applicable provisions of the Civil Service Law of the State of New York, as amended, the City does hereby recognize the City of Rensselaer Unit of the Rensselaer County Local 842 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement, of all employees of the Department of Public Works and the Department of Water, as detailed in Schedule "A" attached hereto and made a part hereof.

Employees of the City excluded from the Bargaining Unit include: Elected and appointed officials; shield police; fire personnel; the Commissioner of Public Works; Deputy Commissioner of Public Works; Deputy Water Commissioner; Water Plant Operator (Cross Street); Water Commissioner; Superintendent of Buildings; Meter Reader; and employees employed less than twenty (20) hours a week.

ARTICLE III

Union Security and Check-off

Section 1. Dues Deduction: The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210, regular membership dues, and other authorized deductions for those employees who have signed the appropriate payroll authorization permitting such deduction.

Section 2. Agency Shop: Employees who elect not to become members of the Union, as a condition of employment, shall be required to pay to the Union an agency fee in an amount equal to regular dues paid by other employees who are members of the Union. Such agency fee shall be checked off in writing and made effective the employee's first pay period after employment.

CSEA agrees to indemnify and hold harmless the employer against claims of any nature whatsoever for back wages and fringe benefits, direct and consequential damages, court costs, disbursements and attorneys' fees which the employer may incur or be called upon to pay as a result of a claim, action or proceeding brought with respect to this section.

Section 3. The City shall provide upon written request of the Union President, the name, job title, salary, social security number, seniority and home address of all employees in the bargaining unit to CSEA, on a quarterly basis. The information from the City shall be transmitted to CSEA in written form.
ARTICLE IV

Rights of the Union

Section 1. The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulations or statute, under the terms and conditions of this agreement to designate its own representatives; and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents. The Union shall have the right to pursue all matters and issues including, but not limited to, the grievance and appeal procedures in this agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

Section 2. The Employer shall grant exclusively to the Union representative a reasonable amount of paid time off during working hours to carry out his/her responsibility to the appropriate employees of the bargaining unit in matters relating to rates of pay, terms and conditions of employment; in the investigation and presentation of grievances, matters of contract interpretation, disciplinary actions, and to attend meetings with the Employer on business relevant to Employer-employee relations without loss of pay or benefits limited to Unit President or his/her designee. The Union shall select one (1) representative, and all meetings shall, so far as possible, be conducted at times that do not disrupt the work schedule.

ARTICLE V

Management Rights and Responsibilities

Section 1. It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City, and that all lawful prerogatives of the City shall remain and shall be solely and exclusively the City's right. Both management rights and responsibilities being solely and exclusively to the City and hereby recognized. Paramount among these rights, but by no means all-inclusive, are the rights involving public policy, determination of the mission purposes and duties of the various departments and bureaus within the City, their budgets, organization, number of employees, and the numbers, types, and grades of positions of employees assigned to an organization unit work project, technology of performing the work and internal security practices; the rights to manage and direct work forces, to decide the number and location of plants, stations and other facilities, to determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and toll equipment, work methods, practices and procedures, with the
ARTICLE V - Management Rights and Responsibilities (Continued)

selection, procurement, designing, engineering and the control of equipment and material in order to operate and manage its affairs in all respects accordance to law, except as limited by this agreement.

Section 2. It is further recognized that the City shall have the exclusive right to adopt, revise, and enforce departmental and working rules, regulations, and practices and to carry out cost and general improvement programs including the right to hire, suspend, demote, discharge, or take other disciplinary action against employees for just cause, 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 funds, or for other legitimate reasons, except as limited by provisions of this agreement.

Section 3. No policies or procedures covered or language used in this agreement shall be construed as delegating to others or as reducing or abridging any of the authority of the City or its officials.

Section 4. The Union recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is solely vested in the City.

ARTICLE VI

Rights of Employees

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

Section 2. An employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules, and may choose his/her own representative or appear alone in a grievance or appeal proceeding, with the exception that the Union must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

Section 3. The Employer shall make bulletin boards available to all appropriate work locations and/or places of assembly. Such bulletin boards shall be for the exclusive use of the Union for announcements of meetings, posting of Union bulletins, elections notices, and for any and all matters relative to Union business.
ARTICLE VII

Joint Responsibilities—No Strike/No Lockout

Section 1. The Union will neither cause nor authorize nor permit its members to cause nor will any member of the bargaining unit take part in any strike, stay-in or slowdown, or in any curtailment of work or restriction of production or interference with the operations of the City during the term of this agreement or during any period of time while negotiations are in progress for the continuance or renewal of this agreement.

Section 2. In the event of a strike, work stoppage, job action, or other prohibited activity, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the agreement, that they may be disciplined, and shall instruct all such persons to immediately cease the offending conduct.

Section 3. The City will not lock out employees during the term of this agreement.

Section 4. The Employer and the Union realize that they have a responsibility to promote and provide equal opportunities for employment and, as such, it shall be the positive and continuing policy of the Employer and the CSEA to assure an equal opportunity regardless of race, religion, color, sex, or national origin.

ARTICLE VIII

Probationary Period

Section 1. **Probationary Period**: Upon the completion of six (6) months service, all new employees will be considered permanent unless otherwise excluded by operation of the New York State Civil Service Law and/or rules or regulations.

Section 2. The probationary period shall not be subject to the grievance procedure.

ARTICLE IX

Savings Clause

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

Retirement

The Employer agrees to continue its membership in the New York State Employees Retirement System plan known as "75g". The employees may enroll in Retirement System Plan 75i and/or 41j.

ARTICLE XI

Health Agreement

Section 1. All full-time employees of this bargaining unit hired prior to August 1, 2013 and eligible members of their families shall be entitled to full health insurance coverage, the time of selection to be governed by the plans currently in effect.

For employees hired prior to August 1, 2013, the employee and the Employer shall share equally in increases in health insurance premiums which are in excess of the premium effective 8-1-87, not to exceed a total employee contribution of two hundred dollars ($200.00).

Nothing contained herein shall prevent the Employer from changing health insurance carriers or becoming self-insured provided that the Employer maintains benefits which are substantially similar to those presently offered to the employees.

For employees hired on or after August 1, 2013, the employer shall pay ninety-five percent (95%) of the plan premium for individual and/or dependent coverage and the employee shall pay five percent (5%) of the plan premium for individual and/or dependent coverage.

Section 2. Effective August 1, 2007, each employee (except employees whose spouse is also eligible for coverage) may elect to refuse participation in the City Insurance Program and may provide his/her own insurance. Employees who do shall be paid One Thousand Dollars ($1000.00) per year. Payments shall be made on a quarterly basis at the end of the quarter contingent upon being continually employed by the City. Employees who wish to opt back into the health insurance coverage may do so during the City's open window period upon a minimum of three (3) working days notice in writing.

Effective August 1, 2007, in the event that an employee and his/her spouse are employed by the City, the City shall be responsible for its share of the cost for two individual plans or for one two person plan or for one family plan.
ARTICLE XII

Holidays

Section 1. All employees of the bargaining unit shall be granted the following paid holidays:

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<td>Memorial Day</td>
<td>Columbus Day</td>
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<td>4th of July</td>
<td>Good Friday</td>
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<td>Labor Day</td>
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<td>President's Day</td>
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<td>Thanksgiving Day</td>
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<tr>
<td>Day after Thanksgiving</td>
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Section 2. All employees shall be required to work the regularly scheduled work day before and the day after a holiday in order to receive the holiday pay. An employee who has an approved day off (such as vacation, personal leave, or sick leave [Commissioner may require proof of such illness]) on the day before or after a holiday shall receive the holiday pay.

ARTICLE XIII

Work Day/Work Week

Section 1. Normal work week shall be five (5) eight (8) hour days beginning on Monday and ending on Friday. The Employer may establish a work week consisting of four (4) ten (10) hour consecutive work days Monday through Friday for one or more employees. Employees shall be given not less than five (5) working days notice of assignment to other than the normal work week and shall receive fifteen cents (15¢) per hour differential for all hours worked when so assigned.

Prior to the implementation of the alternate work week, the Employer will discuss the manner and effect of such change with the Unit President. Following such discussion, the alternate schedule(s) shall be posted for five (5) work days for bid. The most senior bidder(s) shall be awarded such assignment. Bidding shall be annually on or about June 1st. Assignments shall take effect on August 1st. Absent sufficient bidders, employees shall be assigned such schedules in inverse order of seniority.

The normal workday for the Sanitation Crew shall be from 3:00 AM to 11:30 AM. The normal workday for the Recyclable Crew shall be from 4:00 AM to 12:30 PM. The normal workday for the Watchmen shall be from 3:00 PM to 11:30 PM. For all other employees of the Department, the normal workday shall be from 7:00 AM to 3:30 PM. The City may also reassign two employees to work on a crew whose normal workday shall be from 2:30 PM to 11:00 PM.
ARTICLE XIII - Work Day/Work Week (Continued)

This two-person crew shall consist of one (1) "Motor Equipment Operator Driver" and one (1) "Laborer" who possesses a valid New York State drivers license. Employees working on the two-man crew from 2:30 PM to 11:00 PM shall receive fifteen cents (15¢) per hour differential for all hours worked when so assigned. Said shift to commence no earlier than January 1, 2000, unless both parties agree otherwise. This two-man crew shall be rebid annually pursuant to Article XIII, Section 1. If no employees bid for this assignment, the two least senior qualified employees for the two respective positions shall be assigned to the crew.

The City may terminate this two-person assignment at any time, so long as it give the Union at least thirty (30) days advance notice of its intention to end the assignment.

A lunch period of one-half (1/2) hour and a fifteen (15) minute break in the AM and a fifteen (15) minute break in the PM shall be provided. Whenever possible, the lunch break shall be scheduled between the fourth and fifth hour after reporting for work; the breaks shall be scheduled two hours after commencement and two hours before the conclusion of the regular work day.

Section 2. All employees shall be paid their regular rate of pay for eight (8) or, if so assigned, ten (10) hours per day.

Section 3. Employees required to work on a holiday outlined in Article XII, above, shall be compensated at the rate of time-and-one-half (1-1/2) their regular rate with a four (4) hour guarantee of work or pay. Employees will be paid double time for all hours worked on New Year's Day, Thanksgiving Day, and Christmas Day, in addition to the holiday pay.

Section 4. Hours in excess of eight (8) or, if so assigned, ten (10) hours per day or forty (40) hours in any given week, shall be paid at the rate of time-and-one-half (1-1/2).

For the purpose of this section, vacation time taken and approved use of sick leave accruals shall be considered as time worked.

Section 5. Insofar as possible, overtime application shall be implemented on a rotating basis within each department by job classification. No employee may unreasonably refuse to work overtime. In the absence of senior employees who request or accept overtime, overtime shall be assigned in inverse order of seniority.

Section 5(a). In the event the Employer determines that a special assignment will be needed which will warrant overtime, and the Employer requests that a certain individual undertake this assignment, the individual must reply within one-half (1/2) hour of the request. Note that employees already on duty will be asked to perform that special assignment which will take place later the same day of the request or early the following day.
ARTICLE XIII - Work Day/Work Week (Continued)

Section 6. Consistent refusal to work overtime or refusal thereof during an emergency (declared by the Mayor or non-bargaining unit designee) may result in disciplinary action similar to Article XXI hereof, however, any such disciplinary action imposed shall commence at Step 2, as found in said Article XXI.

Section 7. There shall exist a driver and a separate alternate driver seniority list. Upon exhaustion of the driver seniority list, the alternate list of eligible drivers shall be used to cover driving assignments.

Section 8. If an employee works a sixteen (16) hour shift, the employee will be allowed four (4) hours off without charge to leave accruals. Any additional time taken by the employee will be charged to leave accruals.

ARTICLE XIV

Job Postings, Promotions, Vacancies

Section 1. Announcement of all position openings in the bargaining unit will be posted on employee bulletin boards for a period of five (5) working days and current permanent employees in the unit will have first opportunity for each position posted. All job postings shall include the hourly wage, job description and qualifications.

Section 2. After the five (5) working day posting period, the Employer may recruit for and/or fill such vacancy outside the bargaining unit. However, where a qualified City employee has applied for a job vacancy, the Employer shall give preference to the City employee, and shall only fill the vacancy with someone outside the bargaining unit where it has determined that no City employee who has applied is qualified for the position.

Section 3. Promotions: Where more than one applicant for a position opening is qualified for that position, and skills, ability, and all other factors being equal, seniority shall determine the selection process.
ARTICLE XV

Vacation

Section 1. On the effective date of this agreement, all full-time employees shall be granted the following vacation schedule:

Upon completion of

- 1 to 3 years: 2 weeks (80 hours)
- 4 to 10 years: 3 weeks (120 hours)
- 11 to 19 years: 4 weeks (160 hours)
- 20 to 29 years: 5 weeks (200 hours)
- On the 30th year and each year thereafter: 5 weeks and 2 days (216 hours)

As per the past practice, vacation time shall be credited on August 1st of each year.

Section 2. Vacation scheduling shall be in accordance with seniority in each department with the most senior employees having first choice. However, seniority shall not prevail in the following instance. Where an employee has requested and been approved for vacation time at least thirty (30) calendar days in advance, that employee's request cannot be subsequently denied due to a more senior employee's request to take vacation during the same period of time. In that circumstance the less senior employee's vacation request supersedes the more senior employee's vacation request.

Section 3. All employees shall be allowed a maximum vacation accumulation of thirty (30) days [two hundred forty (240) hours]. This maximum accumulation includes entitlement according to Section 1 of this Article.

Section 4. Employees shall give forty-eight (48) hours notice to the Commissioner or Deputy Commissioner before vacation may be taken. The Commissioner or his designee shall have discretion to waive such advanced notice where the employee has good and sufficient reason.

Section 5. Effective August 1, 2002, employees may cash in unused vacation in blocks of up to ten (10) days. Employees shall give notice by November 15th to the City and shall receive cash in a separate check on the first payroll period in December.

ARTICLE XVI

Employee Protection

Section 1. There shall be no loss of present jobs by employees of this bargaining unit as a result of the Employer's exercise of its right to contract out for goods and services except, however, where work currently being done is no longer available by reason of
ARTICLE XVI - Employee Protection (Continued)

operation of law or by merger of a department in a countywide or multi-municipal agency, or by circumstances beyond the control of the Employer.

Section 2. No employee shall suffer a reduction in existing salary as a result of reclassification or reallocation of the position he permanently holds.

Section 3. Layoff and Recall: In the event of a layoff the individual with the least seniority in the classification being reduced will be laid off first. In the event an individual is laid off he/she shall have the right to displace, if qualified, less senior employees in lower rated job positions. Job rating is determined on base rate of pay.

In the event positions become available, the individuals last laid off will be returned to work, before any other employees are hired, to available bargaining unit positions if qualified.

ARTICLE XVII

Leaves

Section 1. Sick Leave: Sick leave shall be earned and accumulated at the rate of 8.0 (eight) hours per month, with a maximum accumulation of one hundred sixty-five (165) days.

a. Employees shall have the responsibility of notifying the Commissioner or Deputy Commissioner within two hours of the beginning of the work day when using sick leave.

b. When an employee has been on sick leave for three (3) consecutive days the Employer may request proof of illness.

c. Sick leave shall be accumulated but not used until the employee completes his/her six (6) month probationary period.

d. An employee retiring from the City will be paid the cash value of seventy-five percent (75%) of accumulated unused sick leave.

Section 2. Personal Leave:

a. On August 1, 2007 and on each subsequent contract year, full-time bargaining unit members shall be entitled three (3) days of personal leave for urgent personal business which cannot be deferred or the observance of religious holidays without loss of pay. If possible, requests for personal leave will be made at least three (3) days in advance, in writing, and are to be directed to the said employee's immediate supervisor.
ARTICLE XVII – Leaves (Continued)

When said employee must be absent due to an emergency situation, he/she shall report his/her absence or his/her intended absence to his/her immediate supervisor at the first reasonable opportunity.

b. The employee must provide such information as the employer may reasonably deem necessary for the employer to determine whether the employee is entitled to personal leave. The employer shall not act arbitrarily and capriciously with respect to such determination.

c. Personal leave shall not be accumulated from year to year but all unused personal days shall be added to the employee’s vacation leave accumulation.

Section 3. Bereavement Leave: In the event of the death of a member of an employee’s immediate family (defined as spouse, child, mother, father, brother, sister) such employee shall be entitled to leave without loss of pay as follows:

a. In the event of the death of a spouse or child, an employee shall be entitled to five (5) consecutive work days.

b. In the event of the death of any other member of an employee’s immediate family, the employee shall be entitled to three (3) consecutive work days.

c. In the event of the death of an employee’s grandmother or grandfather, such employee shall be entitled to leave without loss of pay on the day of and to attend the funeral.

Verification of death and funeral attendance may be required by the Employer.

Section 4. Jury Duty: If an employee is required to be on jury duty, the city will pay the employee his current wages the employee would have earned if the employee had worked minus the monies, if any paid the employee by the court system, not including mileage paid an employee, so that the employee suffers no loss in wages. If an employee reports for jury duty and their jury duty ends before the end of the day, or an employee is not selected for the jury, they must return to work to finish out their shift, or use personal time to cover the difference. The employee must bring a slip from the court indicating when he/she was released.

Section 5. Leaves of Absence: A leave of absence without pay not to exceed one (1) year may be granted to a full-time employee by the Mayor or his designee. Upon the expiration of such leave(s) of absence, the employee shall be reinstated to the position which he/she occupied at the time leave was granted, with restoration of all benefits previously enjoyed. If leave is denied, a reason must be given to the requesting employee.
ARTICLE XVIII

General and Miscellaneous

Section 1. All employees shall be paid bi-weekly.

Section 2. Effective August 1, 2001, the City will provide to each employee holding a CDL, reimbursement for CDL renewal costs, up to the current cost of said renewal; proof of renewal must be provided prior to receiving reimbursement.

Section 3. Specialized tools necessary for the performance of duties for the mechanic shall be purchased by the Employer upon proper authorization by the Commissioner or designee. In the event of breakage or wear of tools owned by the mechanic or assistant mechanic, the Employer agrees to replace such tools up to a limit of $200.00 per year.

Section 4. Out-of-Title Work: Employees assigned to or requested to work in a higher paying position shall be compensated at the higher rate of pay from the initial time of assignment. The employee will be paid for out-of-title work only for the time actually performing said out-of-title work. These payments will be in hourly increments (i.e., employee works one hour 15 minutes. This employee is paid two hour of out-of-title pay).

Section 5. Emergency Call-in: Employees required to work in addition to their regular workday because of emergency situations shall be granted a minimum of two (2) hours pay. An employee who is called back to duty under this provision must report to the “Garage” within one-half (1/2) hour of the emergency call in or another employee will be called in his/her place.

Section 6. All part-time employees working twenty (20) hours per week or more shall be granted benefits on a pro-rated basis.

Section 7. Except in emergencies or to provide instruction, the Commissioner or his Deputy will not normally perform work assigned to bargaining unit employees.

Section 8. Time Clocks: All employees shall be required to use the time clock.

Employees who are late for the start of their shift will be docked for the actual time they are late. The docking may be excused under special circumstances by the Commissioner or his designee.

Employees understand that it is their obligation to be on the job on time.

Docking of an employee’s time will not necessarily preclude further disciplinary action pursuant to Article XXI of this Agreement.
ARTICLE XVIII - General and Miscellaneous (Continued)

Only an employee may punch his/her own timecard. Any changes to a timecard can only be made by the Commissioner or the Deputy Commissioner. Violations of this provision will subject employees to disciplinary action up to and including termination.

The City will notify an employee of any change to his/her timecard.

Section 9. Safety Equipment: Safety equipment will be provided to each employee as appropriate to his/her job duties/assignment. The employee receiving such safety equipment shall be required to sign for receipt of same.

ARTICLE XIX

Physical Examination

The Employer reserves the right to require a physical examination of its employees. If the employee chooses to have his/her personal physician perform the physical, all costs shall be borne by the employee. If the City wishes a subsequent examination by the City's physician, all costs shall be borne by the Employer. Both physicians shall mutually agree to the evaluation report of the employee and such report shall be given to both the Employer and employee affected.

ARTICLE XX

Compensation

Section 1.

a. Effective August 1, 2009 to July 31, 2010, each employee shall have his/her base rate increased by zero percent (0%).

b. Effective August 1, 2010 to July 31, 2011, each employee shall have his/her base rate increased by zero percent (0%).

c. Effective August 1, 2011, to date of ratification by Common Council, each employee shall have his/her base rate increased by zero percent (0%).

d. Effective from date of said ratification to July 31, 2012, each employee shall have his/her base rate increased by one and one-half percent (1½%).

e. Effective from August 1, 2012 to July 31, 2013, each employee shall have his/her base rate increased by one and one-half percent (1½%).
ARTICLE XX – Compensation (Continued)

f. Effective from August 1, 2013 to July 31, 2014, each employee shall have his/her base rate increased by one and one-half percent (1½%).

Section 2. The following longevity schedule shall, effective August 1, 2007, be granted in addition to salary increases.

a. An additional twenty-one cent (21¢) per hour increase beginning fifth (5th) year.

b. An additional twenty-one cents (21¢) per hour increase beginning tenth (10th) year.

c. An additional twenty-one cents (21¢) per hour increase beginning fifteenth (15th) year.

d. An additional twenty-one cents (21¢) per hour increase beginning twentieth (20th) year.

e. Beginning at the twenty-fifth (25th) year, an employee shall receive an additional twenty-one cents (21¢) per hour.

Section 3. New York State Disability: The City will provide New York State Disability Insurance for employees in the unit.

Section 4. Clothing Allowance: Effective August 1, 2007, the City will provide employees with seven (7) sets of clothing/uniforms. The City will also provide two jackets or three hooded sweatshirts.

December 1st of each calendar year, each employee is entitled to a $350.00/year toward the purchase of work clothing, work boots, and other work accessories.

Boots and uniform must be worn by the employee at the worksite. The wearing of steel toed shoes is optional.

Section 5. The working foreman differential shall be increased from $1.00 per hour to $2.00 per hour effective from the date of ratification by Common Council.

The water foreman differential shall be increased from $1.00 per hour to $2.50 per hour effective from the date of ratification by Common Council.

Section 6. The sanitation crew differential shall be increased from 18¢ per hour to 25¢ per hour effective and retroactive to 2/1/88.

Section 7. The mechanic shall be given six (6) work weeks from the date hereof to qualify as New York State Motor Vehicle Inspector. If he so qualifies, provided the
ARTICLE XX — Compensation (Continued)

mechanic maintains the qualification (i.e., continues to be certified as a New York State Motor Vehicle Inspector), he shall have a differential of 50¢ per hour effective on the date of qualification and shall receive 25¢/hour retroactive from 2/1/88 to the date of qualification.

ARTICLE XXI

Disciplinary Action

Section 1. Employees currently in the bargaining unit in the competitive, noncompetitive, and labor class shall have tenure in accordance with sections 75 and 76 and related sections of the Civil Service Law.

Section 2. CDL Discipline:

a. If an employee refuses to take a required drug and/or alcohol test, the employee shall be suspended without pay until such time as he/she agrees to be tested. After 30 calendar days the employee shall be terminated without recourse to any disciplinary proceeding.

b. If an employee who tests positive refuses to cooperate as directed pursuant to the CDL policy, the employee will be suspended without pay until such time as he/she agrees to cooperate. After 30 calendar days the employees shall be terminated without recourse to any disciplinary proceeding.

c. A first positive test will result in a suspension without pay until such time that the employee is returned to duty pursuant to the CDL policy.

d. A second positive test will result in immediate termination from employment without recourse to any disciplinary proceeding.

e. In accordance with the procedures herein set forth and not withstanding anything herein to the contrary, in case of an accident, the employee operating any vehicle or equipment or machinery shall be required to take a drug and alcohol test if not otherwise required to be tested and the injured party, if a city employee, if not otherwise required to be tested, upon reasonable suspicion, shall be required to take such a test.
ARTICLE XXII
Grievance Procedure

PREAMBLE: It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances.

Section 1. Definitions:

a. **Employee**: any person(s) covered by this agreement.

b. **Employer**: City of Rensselaer.

c. **Association or Union**: CSEA and its representatives.

d. **Grievances**: any claimed violation, misinterpretation, or improper application of any term or provision of this agreement or of any laws or established shop rules, procedures, or regulations affecting employee's wages, hours, or working conditions.

e. **Supervisor**: the employee in the next level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

f. **Days**: working days (Monday through Friday, excluding holidays).

Section 2. Rights of the Parties:

a. **Rights of Grievant**:

i. The Grievant may select the Unit President or his/her designee and/or a Union staff representative to assist him/her in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than the Union.

ii. The Grievant shall have access to all written statements, records, and materials relating to the grievance which are to be introduced and/or part of the personnel file.

b. **Rights of the Union**:

i. The Union shall receive a copy of any written grievance, including supporting materials attached thereto and submitted therewith, and of any decision rendered pursuant to this procedure.

ii. The Union shall have the right to submit briefs to support or refute allegation of any party in a grievance.
 ARTICLE XXII - Grievance Procedure (Continued)

iii. The Union shall have the right to submit grievances on its own behalf.

c. Mutual Rights: In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Employer or its representatives fail to make a decision within the required time period, the Grievant may proceed to the next level of procedure provided herein.

Section 3. Presentation:

a. Step 1. Immediate Supervisor:

i. An employee who claims to have a grievance shall present his/her grievance to his/her supervisor in writing within twenty (20) days of its occurrence of the date when the employee becomes aware or should reasonably have been aware of it.

ii. The Supervisor shall meet with the parties to resolve the grievance within five (5) days. After the meeting, he/she shall render a decision within two (2) days.

b. Step 2. Mayor:

The aggrieved party, if not satisfied with the decision at Step 1, may, within ten (10) days of receipt of the decision request in writing a conference with the Mayor. The conference shall be held within five (5) days after it is requested and a decision shall be made within ten (10) days thereafter, copies of the decision to the aggrieved party and his/her representative.

c. Step 3. Binding Arbitration:

In the case of a grievance concerning the interpretation of this agreement or alleged breaches thereof, the Union may, within five (5) work days of receipt of the Step 2 decision, file a demand for arbitration with the Mayor. The arbitrator shall be chosen by mutual agreement or absent such agreement, pursuant to the rules and regulations of the Public Employment Relations Board of the State of New York.

The decision of the Arbitrator will be final and binding upon both parties to this agreement, subject to appeal in accordance with the terms of Article 75 of the CPLR.

The fees and expenses of the arbitration shall be borne equally by the parties.

The Arbitrator shall hold a hearing within twenty (20) days after he or she has been selected and should render a decision within twenty (20) days after the hearing has been concluded.
ARTICLE XXII - Grievance Procedure (Continued)

The Arbitrator shall have no power to add to, subtract from, or change any of the provisions of this agreement, nor to render any decision which contravenes established law, regulation, or ordinance.

Section 4. General Considerations:

a. All grievance discussions, meetings, conferences, and hearings shall be conducted as much as possible during the normal work day.

b. The time limits at any step may be extended by written consent of the parties.

c. All necessary time the employee requires shall be granted for preparation of his/her grievance at all stages, said time to be not chargeable to any of the employee's accrued leave. Prior notice and permission to leave the worksite must be obtained from the Commissioner. The request may be denied if the leave will interfere with operations of the Department.

d. Upon the written request of the Employer or Union, verbatim minutes shall be taken at all hearings, copies of said minutes furnished to all the parties, cost of such minutes to be borne equally by the parties.

e. In the event the City fails to respond in the prescribed time limits set in the procedure, the aggrieved party shall have the right to appeal to the next step.

ARTICLE XXIII

Due Process Hearing Procedure

Where, because of statutory mandate (i.e., Section 71 and/or Section 73 of the New York State Civil Service Law) or judicially imposed mandate, the Employer is required to hold a Due Process Hearing, the procedure utilized by the Employer shall be as follows:

1. The Employer and Union will mutually appoint an Arbitrator or Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an Opinion and Award. If the parties are not able to agree on an Arbitrator, PERB will be contacted and in all cases, the rules of PERB shall be applied.

2. This Article shall not apply to administrative matters, including, but not limited to grievances and arbitrations.
ARTICLE XXIV

Family and Medical Leave of Absence Policy

PURPOSE:

To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA").

DEFINITIONS:

1. A "family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave per year under particular circumstances. Leave may be taken:

   Upon birth of the employee's child;

   Upon placement of a child with the employee for adoption of foster care;

   When the employee is needed to care for a child, spouse, or parent who has a serious health condition; or

   When the employee is unable to perform the essential functions of his/her position because of a serious health condition.

   Note that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12-month period beginning on the date of birth or placement unless the employer permits a longer time.

2. A "serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

   A. any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or

   B. any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) a health care provider.

3. "Leave" time may be paid or unpaid, see discussion below.
ARTICLE XXIV - Family and Medical Leave of Absence Policy (Continued)

RESPONSIBILITY:
Each Department Head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Office of the City Corporation Counsel.

SCOPE:
The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

ELIGIBILITY:
To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

LEAVE OF ABSENCE: PAID OR UNPAID:
For the adoption, birth or care of a child, parent or spouse, an eligible employee must use accrued vacation, personal leave time and sick time.

For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.

In the event the eligible employee had no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

EXTENSION OF LEAVE:
In the event an employee requires leave in excess of the 12 week maximum described herein, the Department Head, at the Department Head's discretion may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

PERMISSION AND DOCUMENTATION:
The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide the care. The
ARTICLE XXIV - Family and Medical Leave of Absence Policy (Continued)

employer may require a second medical opinion and obtain periodic recertification (at its own expense) only when the employer has reason to doubt the initial medical certification. If the first and second opinions differ, the employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

NOTIFICATION AND REPORTING REQUIREMENTS:

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the Employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

The term “reasonable prior notice” shall mean “not less than thirty (30) days notice or as soon as practicable.”

COVERAGE:

Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

The Employer may deny reinstatement to an employee who fails to produce a “fitness-for-duty” certification to return to work. This requirement applies only where the reason for leave of absence was the employee’s own serious health condition.

Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any negotiated employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the Employer, the Employer may recover from the employee the cost of the premium made to maintain the employee’s health insurance coverage.
PROCEDURES:

Completion of Request for Family and Medical Leave of Absence Notice:

A request for Family and Medical Leave of Absence must be originated in duplicate, by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Office of the City Corporation Counsel. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

1. The date on which the serious health condition commenced;
2. The probability of duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of leave to care for a child, spouse or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.

For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

FMLA leave must be designated by the Employer where the Employer has knowledge or sufficient reason to believe that the employee is eligible for such leave.

RETURN TO DUTY:

An employee returning from leave as covered by this policy is entitled to the same position held when leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The Employer makes the final determination as to whether to return the employee to the same or equivalent position.
ARTICLE XXIV - Family and Medical Leave of Absence Policy (Continued)

An employee who fails to return to work promptly at the expiration of the Family and Medical Leave or fails to obtain an approved extension will be notified that they have been considered to have resigned their employment. This notice as to potential “resignation” will be sent by certified mail, return receipt requested, to the affected employee at least ten (10) calendar days prior to the end of the FMLA leave.

EFFECT OF LABOR AGREEMENT:

It is the intent of the employer to provide the standards as articulated in the federal FMLA and as detailed herein.

ARTICLE XXV

Conclusion of Negotiations

This agreement is the entire agreement between the Employer and the Union. It terminates all prior agreements and understandings not specifically covered under the terms of this agreement and concludes all negotiations between the parties during its term. The Employer and the Union acknowledge that except as otherwise expressly provided in this agreement, they have fully negotiated all the terms and conditions of employment and have settled them for the terms of this agreement in accordance with the provisions hereinabove stated.
ARTICLE XXVI

Term

The term of this agreement shall be from August 1, 2009 through July 31, 2014, unless otherwise specified.

IN WITNESS THEREOF, the parties have executed this agreement this ______ day of ____________, 2012.

CITY OF RENSSELAER

THE CSEA SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO, RENSSELAER COUNTY LOCAL 842 CITY OF RENSSELAER UNIT

Daniel J Dwyer, Mayor

William J James

Labor Relations Specialist

President
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