

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF WATERTOWN

and

CITY OF WATERTOWN UNIT 7151

OF JEFFERSON LOCAL 823

of the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

JULY 1, 2021 – JUNE 30, 2022

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PREAMBLE

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 declares that it is the public policy of the State of New York and the purposes of the Law to promote harmonious and cooperative relationships between government and its employees and to protect the public by government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policies and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employees Relation Board to resolve disputes, and by continuing the prohibition against strikes by public employees and

WHEREAS, the City Council of the City of Watertown, New York, in accordance with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 after determining that the City of Watertown Unit of the Jefferson County Chapter Civil Service Employees Association, Inc. met the basic requirements for recognition under the Act which include, among other factors, a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, by adopting a resolution to this effect on January 8, 1968, and

WHEREAS, collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures, and a contract has been evolved.

RESOLVED that the City Council of Watertown, New York, on behalf of the City of Watertown, New York, hereinafter referred to as the "City," and the City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823, hereinafter referred to as the "Association" enter into this agreement the ____ day of _____, 2021 as follows:

ARTICLE 1 - RECOGNITION

The City recognizes the CSEA LOCAL 1000, AFSCME, AFL-CIO, City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823 as the sole and exclusive bargaining agent for and on behalf of all General Employees of the City Unit, exclusive of Police and Fire Personnel, exclusive of employees represented by the International Brotherhood of Electrical Workers (IBEW) Local 1249, and exclusive of those positions as hereinafter defined in Section 10 of Article 2.

ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

- 2.1 The City recognizes that the Association represents a common community of interest among its membership.
- 2.2 The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such deductions. Such payroll deductions shall be remitted to the Civil Service Employees Association, Inc., Capital Station, P.O. Box 7125, Albany, New York 12224, on a payroll period basis.
- 2.3 The City shall extend to the Association the right to membership dues deduction pursuant to Section 208 of Article 14 of the New York State Civil Service Law as long as said Association shall remain the certified bargaining agent for all general employees of the City.
- 2.4 Separate deductions will be made for membership dues, agency shop fees, group life, accident and sickness and supplemental life, dental, and vision insurances will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, agency shop and for each insurance program. Checks covering the payroll deductions are to be submitted with the deduction information. Checks should be made payable as follows:
- A = Dues/payable to CSEA Inc.
 - B = Group Life/Insurance/payable to Pearl Carroll and Associates, LLC
 - C = Accident & Sickness Insurance/payable to Pearl Carroll and Associates, LLC.
 - D = Supplemental Life Insurance/payable to Pearl Carroll and Associates, LLC.
 - E = Dental and Vision Insurance/payable to CSEA/EBF Inc.
- 2.5
- 2.5.1 The Association shall be entitled to have deducted from the wage or salaries of employees described in 2.3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed one hundred percent (100%) of the regular membership dues, which represents the employee's pro rata share of

expenditures by the Association.

2.5.2 The Association shall be solely responsible for remitting back to the employee his or her pro rata share of membership dues deduction, which represents expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

2.6 The City agrees that the Association shall be the sole and exclusive representative of its membership for the purpose of the Public Employees Fair Employment Act.

2.7 The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

2.8 The City agrees that no member of the Association shall be discriminated against, coerced, restrained or influenced in any manner because of his/her membership in the Association or by reason of holding office in the Association.

2.9 No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State Law not applicable to employees who are members of the Association.

2.10

2.10.1 Notwithstanding any other provision, this contract shall not apply to the employees occupying the following positions who are management's representatives: All department, unit and agency heads including, but not limited to:

Administrative Specialist.
All Employees in the Office of the City Manager
All Employees in the Planning Department
Assistant Superintendent of Parks and Recreation
Assistant Superintendent of Public Works
Benefits Administrator
Chief Wastewater Treatment Plant Operator
Chief Water Treatment Plant Operator
City Assessor
City Clerk
City Comptroller
City Engineer
Civil Engineer I
Civil Engineer II
Code Enforcement Supervisor
Deputy City Comptroller
Deputy Fire Chief
Deputy City Clerk
Executive Secretary to the Civil Service Commission
Fire Chief
Human Resource Manager
Information Technology Manager

IT Project Manager
Librarian III
Library Director III
Police Captain
Police Chief
Purchasing Manager
Street and Sewer Maintenance Supervisor
Superintendent of Parks and Recreation
Superintendent of Public Works
Superintendent of Water
Water Distribution System Supervisor

2.10.2 Effective upon the execution of this agreement by both parties, employees occupying these positions, as specified above, must withdraw from full Association membership. Current employees who occupy such positions may, at their option, retain Association membership in the Association for insurance purposes only. New employees appointed to the positions may not enroll in the Association.

2.11 In justice and fairness to the City, all members of the Association will regard themselves as public employees and shall report to work on time, will not leave the job early unless properly relieved, will be prompt in reporting to their duties as assigned and will obey all lawful rules, regulations and orders as established by and for the departments.

ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

3.1 The term of this agreement shall be for the period of July 1, 2021 through June 30, 2022.

3.2 This agreement shall cover all terms and conditions of employment as defined in the *New York State Public Employees Employment Act*. (TAYLOR LAW)

ARTICLE 4 - COMPENSATION

4.1

4.1.1 The City shall continue to provide a pay plan for general employees as established by the resolution of the City Council adopted May 8, 1967 and as subsequently amended. The rate of compensation for positions occupied by general employees shall be as provided in the attached Schedules A
Schedule A reflects a two and one quarter percent (2.25%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective July 1, 2021.

4.1.2 In addition to the Pay Plans described in 4.1.1 above, the City agrees to continue a Longevity Payment Plan in the following amounts:

4.1.2.1 Beginning at the end of six (6) years of service for the City, a payment of Three Hundred and Fifty Dollars (\$350).

4.1.2.2 Beginning at the end of twelve (12) years of service for the City, a payment of Seven

Hundred Dollars (\$700).

4.1.2.3 Beginning at the end of eighteen(18) years of service for the City, a payment of One Thousand and Fifty Dollars (\$1050).

4.1.2.4 Beginning at the end of twenty-five (25) years of service for the City, a payment of One Thousand Four Hundred Dollars (\$1,400). (Effective 7/1/2003)

Amounts paid under the Longevity Pay Plan shall be used in determining the employee's regular rate of pay, as stipulated by the Fair Labor Standards Act.

4.1.3 Employees hired after December 23, 1993, shall not be afforded the benefit of earning longevity payments as specified in Paragraph 4.1.2 of this Section.

4.2

4.2.1 All provisions or allowances for compensatory time shall be eliminated except as provided under 4.2.3.2b & 4.2.3.2c herein.

4.2.2 Pay for work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. All paid leave, to include vacation, sick and personal leave, bereavement and military reserve time, in accordance with Military Law under Section 242 of the New York State Law, will be considered as time worked when computing overtime. All overtime earned in a pay period shall be paid in the same pay period.

4.2.3 All holiday work shall be observed on the dates set forth in 5.2.

4.2.3.1 All permanent, provisional, or probationary employees will receive eight (8) hours holiday pay at the regular straight time rate. Employees who hold temporary appointments shall not be paid Holiday pay.

4.2.3.2a All employees working overtime will be paid at the rate of time and one-half the regular straight time rate, except for overtime work performed on Sundays and Holidays. Overtime work performed on Sundays will be paid at double the straight time rate.

4.2.3.2b All employees not scheduled to work on a Holiday, but who are called in to work, will receive, in addition to the Holiday Pay referred to in 4.2.3.1 above, one and one-half (1-1/2) times the regular rate for the first eight (8) hours of actual work and double time for work performed over eight (8) hours. In such instances employees shall have the option of taking the holiday pay in either cash or compensatory time at the rate of time and one half. If taken in compensatory time, such time off shall be taken within ninety (90) days of the holiday, provided that manpower strength is sufficient and supervisory approval is obtained.

4.2.3.2c Employees scheduled to work the Holiday will be paid at the regular rate for the first eight (8) hours and double time for any work performed over eight (8) hours, in addition to the Holiday pay referred to in 4.2.3.1 above.

4.2.3.2d For the terms of this contract, the phrase "scheduled to work" will mean notification

at least seven (7) calendar days prior to the shift. Any notification of less than seven (7) calendar days will be considered a call-in.

4.3

4.3.1 New Appointments: New appointments shall be made at the A step of the appropriate salary grade to which a class title has been assigned. However, under special conditions and subject to the approval of the City Manager, new appointments may be made in the A, B or C step when such action is determined to be in the best interest of the City.

4.3.2 Annual Increases:

4.3.2.1 Increases within each appropriate salary range shall be made annually effective on the employee's anniversary date on the basis of a full twelve (12) months of work from Step A to Step F, if the work of an employee has been satisfactory for the preceding year as certified by his/her department, agency or unit head.

4.3.2.2 An employee returning from military leave shall be reinstated at the salary level he/she would have attained if he/she had remained in City employment continuously.

4.3.2.3 An employee on leave without pay for more than one (1) month during the preceding year (or the twelve (12) months immediately prior to his/her anniversary date) shall not be eligible for an increase until after completion of the equivalent period on the job.

4.3.3 Promotions and Job Classifications and Reclassifications:

4.3.3.1 Promotions

Promotions shall be made in such manner that the employee involved receives a salary increase of at least one (1) step of his/her grade prior to promotion. In special cases where the amount of increase between the employee's former pay and the new pay is not adequate, the City Manager is authorized to adjust the new pay rate by an additional step.

4.3.3.2 Job Classification and Reclassification

Employees whose positions are changed by job classification action, such as the Watertown Municipal Civil Service Commission's Classification Plan adopted April 22, 1970, and any changes thereto that may subsequently be taken shall:

a. If the pay grade is higher, be assigned to the new grade in such manner as to give the employee the benefit of moving to the equivalent step of the new pay grade.

b. If lower, be assigned to the equivalent step in the lower pay grade, if possible, without reduction in pay.

4.3.4 Transfers:

4.3.4.1 An employee who is transferred from one department, agency or unit to another and continues in the same class title shall continue at the same pay rate.

4.3.4.2 An employee who is transferred from one department, agency or unit to another and assumes duties of another class title of a lower rate of pay shall be reduced to a salary step within the lower pay range.

4.3.5 Demotions:

- 4.3.5.1 An employee who is demoted shall be reduced to the maximum rate for his/her new classification, or he/she shall continue at the same pay rate, whichever is the lower.

4.3.6 Grade Change:

- 4.3.6.1 When a pay grade for a class is raised, the employee in the class shall be placed at the step in the new grade which would give him/her a salary increase by moving him/her to his/her equivalent step in the new pay grade.
- 4.3.6.2 When a pay grade for a class is lowered an employee shall be retained at the same salary but shall not be eligible for subsequent raises if his/her pay is above the maximum for the grade.

4.3.7 Changes in Pay Plan:

- 4.3.7.1 All changes in amounts of pay grades and assignments of classes to pay grades shall be made by amendment to the pay plan by approval of the City Council.
- 4.3.7.2 Individual employees who are of the belief that their duties and responsibilities in their positions merit assignment of their positions to higher pay grades than those which presently exist may use the following procedure for an orderly consideration of the merits of the request for assignment to a higher pay grade.
 - (a) Any regular permanent employee may request that his/her pay grade be reviewed for consideration of assignment to a higher pay grade at any time except that no more than one such consideration shall be afforded to an employee or a class of positions in a twelve (12) month period.
 - (b) The employee who wishes to have his/her pay grade reviewed shall reduce his/her request to writing, preferably typed, with supporting explanation. Reasons must be stated.
 - (c) The employee shall submit his/her request to his/her department head.
 - (d) The department head shall review the employee's request and give a written recommendation with reasons for the recommendation to the City Manager within five (5) work days of the receipt of the request from the employee.
 - (e) The City Manager shall make his/her review of the request, including but not necessarily required, an interview with the individual employee, department heads and others if the City Manager so desires, and shall submit his/her written recommendation, including reasons to the City Council within ten(10) work days of the receipt of the request.
 - (f) The City Council shall review in conference the employee's request and City Manager's recommendation. The City Council shall reach its determination to deny or grant the change, or substitute any other change it wishes within ten (10) work days of the receipt of the request.
 - (g) The City Council's decision shall be made known to the employee by written letter sent to the employee by the City Manager. If the employee is a member of an association, a copy of the City Council's decision shall be sent to the President of his/her association at the time the individual employee is notified. If a change in pay grade is made by the City Council, it will be made in accordance with all other rules of the Pay Plan. The Pay Plan change would be made effective the date of the adoption of the Pay Plan Amendment affecting the particular position.
 - (h) Nothing herein shall preclude the City Manager from reviewing and advising the City

Council on inequities that may exist in the Pay Plan, or from making proposals for changes in the Pay Plan for the City Council's consideration.

- (i) Nothing herein is intended to imply that this is a means for complete review or wholesale changes in the Pay Plan. This rule is to apply for individual situations, and will not be used as a means for wholesale changes.
- (j) Nothing herein shall preclude the City Council's right to amend or change the overall City Pay Plan, or the City Council's right to amend the Pay Plan at anytime that it sees fit.
- (k) The City agrees to provide the President of the Association with a copy of its final decision by the City Council at the time the individual employee is notified.
- (l) Method of Payment:

4.3.7.3 Employees of the City shall be paid biweekly.

4.4 Any employee who is required to work in a position classification which has a higher salary grade than the employee is presently assigned to, shall receive pay at the starting salary of the higher salary grade or the next step above the employee's existing salary at the higher salary grade for all hours worked in the higher classification. Any disputes shall be referred to arbitration as outlined in Article 7.

4.5 The City recognizes the right of employees of the Association to petition to the Municipal Civil Service Commission for reclassification of positions in accordance with Rule XXIII "Classification Plan" of the Civil Service Rules of the City of Watertown, New York.

4.6 When an employee is called in or ordered in to work in an emergency other than normal work hours, said employee shall be paid two (2) hours at one and one-half (1 1/2) their regular straight time rate as a minimum. The maximum shall be governed by the applicable straight time rate, overtime, Sunday or holiday rate, as the case may be. Call-ins during lunch period shall not be included in this Section as long as the employee is given time to eat his/her lunch after the emergency. When such call-in occurs on Sunday, the hourly rate for such call-in shall be at double time. The provisions of this Section shall not be construed as requiring the City to pay call-in pay in the event that an employee is called into work during a two (2) hour period for which an entitlement to call-in pay has already been earned.

4.7 The City and Association agree that individuals working as the wingman on a plow, or on the back of a paver will be paid as a Motor Equipment Operator.

4.8 Jury Duty

4.8.1 Employees shall be granted leave with regular pay and benefits when they are required to report to jury duty during their regularly scheduled duty time. The City will not reimburse employees when they are required to report to jury duty during their regular days off.

4.8.2 An employee must notify his/her immediate supervisor no later than his/her first scheduled shift following the receipt of a notice of selection for jury duty or examination and must provide proof of service to the department head.

4.8.3 The City shall have the right to seek a waiver from jury duty on behalf of the employee.

- 4.8.4 Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.
- 4.8.5 Employees are required to work all available reasonable hours outside those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule.
- 4.8.6 If the department head or his/her designee determines, in the best interest of the City, that the employee is unable to perform his/her duties as a result of jury duty, he/she may, in his/her sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

ARTICLE 5 - LEAVES

The following Leave Rules are set for employees of the bargaining unit. The term "working day" as used in these rules shall not include Saturday, Sunday or legal holidays except for shift work.

5.1 ANNUAL LEAVES

- 5.1.1 For employees hired on or prior to December 23, 1993, the City agrees to provide annual leave for City employees who hold provisional, probationary, or permanent appointment as follows:

35 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
10.50 hours for each month of service	1-3 years inclusive
12.25 hours for each month of service	4-6 years inclusive
14.00 hours for each month of service	7-11 years inclusive
15.75 hours for each month of service	12-17 years inclusive
17.50 hours for each month of service	18 or more years

40 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
12.00 hours for each month of service	1-3 years inclusive
14.00 hours for each month of service	4-6 years inclusive
16.00 hours for each month of service	7-11 years inclusive
18.00 hours for each month of service	12-17 years inclusive
20.00 hours for each month of service	18 or more years

Effective July 1, 2005, any employee hired after December 23, 1993, shall continue to accrue annual leave in accordance with the following schedule:

35 HOURS PER WEEK EMPLOYEES

LEAVE CREDIT

5.25 hours vacation per month
(except January & December
which will be 8.75 hours per month)

8.75 hours vacation per month

10.5 hours vacation per month
(except January & December
which will be 17.5 hours per month)

14 hours vacation per month
(except January & December
which will be 17.5 hours per month)

LENGTH OF SERVICE

0-5 years inclusive
70 hours

6-12 years inclusive
105 hours

13-15 years inclusive
140 hours

16 or more years
175 hours

40 HOURS PER WEEK EMPLOYEES

LEAVE CREDIT

6 hours vacation per month
(except January & December
which will be 10 hours per month)

10 hours vacation per month

12 hours vacation per month
(except January & December
which will be 20 hours per month)

16 hours vacation per month
(except January & December
which will be 20 hours per month)

LENGTH OF SERVICE

0-5 years inclusive
80 hours

6-12 years inclusive
120 hours

13-15 years inclusive
160 hours

16 or more years
200 hours

5.1.2 Employees who hold temporary appointments shall not earn annual leave.

5.1.3 An employee may take his/her annual leave with pay at any time after it has been earned, and after his/her first 6 months of employment has been completed, with prior three (3) days notice and under a departmental schedule in such a manner as to maintain service to the public. No employee may take annual leave during this 6 month period except in an extreme emergency as determined by the City Manager. Annual leave earned within a month will be credited to the employee's annual leave balances on the first of the following month. Any vacation request for a duration greater than five (5) work days, requires a two (2) week notice.

- 5.1.4 An employee may use annual leave in one (1) hour increments without prior three day notice at the supervisor's discretion such that the request does not impede the department's ability to fulfill its mission.
- 5.1.5 Employees shall use their annual leave each year in the year earned. However, employees may carry over from one (1) calendar year to the next up to a maximum of ten (10) leave days if they so wish. The City Manager may approve requests for vacation carryover in excess of ten (10) days.
- 5.1.6 Upon retirement, resignation with two (2) weeks written notice to the City, when an employee is separated from City service through no fault of his/her own, or in a case of an employee's death, the employee, or his/her beneficiary in case of his/her death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such a manner as not to disrupt administrative pay procedures.
- 5.1.7 The City Manager is authorized to make adjustment in individual cases within the keeping of the general policies on annual leave stated here. He/she is authorized to make such adjustments in order to provide equitable treatment for all employees, and to avoid individual hardship.
- 5.1.8 Employees may use up to three (3) days of annual leave per year in one-half (1/2) day intervals without prior three (3) days notice as long as the request does not impede the department's ability to fulfill its mission. Under this provision, two (2) consecutive days will not be granted.

5.2 HOLIDAYS

City employees shall be entitled to observe legal holidays as listed below:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

When holidays fall on Saturday, employees shall be given time off on the preceding Friday. When holidays fall on Sunday, employees shall be given time off on the following day, Monday.

5.3 SICK LEAVE

- 5.3.1 City employees shall earn one (1) day per month or a fraction thereof of sick leave with pay in accordance with provisions of these rules.
- 5.3.2 Sick leave credits shall be cumulative to a maximum of one hundred eighty (180) working days. Employees who had more than one hundred eighty (180) days on December 23, 1993, will not lose sick leave nor will they earn any additional sick leave until their balance drops below the one hundred eighty (180) day maximum. Sick leave earned within a month will be credited to the employee's sick leave balances on the first of the following month.
- 5.3.3 An employee may use sick leave in one (1) hour increments.

- 5.3.4 Absence on sick leave shall be charged first against unused sick leave credits in an amount not exceeding five (5) days per week and then against vacation time.
- 5.3.5 Sick leave or vacation leave may be used during the 7-day waiting period for a Workers' Compensation injury which requires the employee to be absent from work.
- 5.3.6 In case of an illness/disability which may extend beyond all sick and vacation leave time earned by and available to an employee, the employee shall be granted payments as follows:
- 5.3.6.1 The employee shall have been in full time employment with the City for a minimum of eight (8) weeks to qualify for this benefit. Thereafter, an employee shall receive one (1) week's payment for each week worked (or portion thereof) until a maximum of twenty-six (26) weeks. Employees who have twenty-six (26) weeks or more of full time employment with the City are entitled to receive up to the maximum of twenty-six (26) weeks of payments.
- 5.3.6.2 There shall be a seven (7) calendar day waiting period from the date that the last leave time was used before payments are made.
- 5.3.6.3 The City will pay, up to a maximum of twenty-six (26) weeks, a weekly amount equal to that provided by the New York State Disability Benefits Law. [Presently the payment is fifty (50%) percent of the average weekly earnings made in the last eight (8) weeks, with a maximum of \$170.00 per week. (9/14/98)].
- 5.3.6.4 There shall not be more than one (1) twenty-six (26) week period of payments for the same medical condition that caused the illness/disability.
- 5.3.6.5 An employee shall not be eligible for more than twenty-six (26) weeks of payment in a fifty-two (52) week consecutive period. Such fifty-two (52) week period shall start with the first day for which the employee receives any payment under this section.
- 5.3.6.6 Upon request from the City, a physician's certificate shall be provided in accordance with 5.3.9, herein.
- 5.3.7 Accumulated sick leave credits shall not form a basis for granting extra pay or extra vacation because of failure to use accumulative sick leave, but may be consumed only through absence caused by illness.
- 5.3.8 Sick leave is defined to mean absence from duty of an employee because of illness, injury, and/or exposure to a contagious disease or death in the immediate family. Sick leave with pay is not allowed for absence from duty on account of illness, or injury purposely inflicted or caused by willful misconduct. Sick leave shall be allowed for illness or disability caused by pregnancy.
- 5.3.9 In the event a leave of absence for illness is requested, the employee shall make application in writing to the Department Head and/or City Manager. The said application shall be accompanied by a certificate from the attending physician, describing the employee's condition with recommendation regarding the case. On advice of the Department Head, the City Manager may approve the application.
- 5.3.10 If absence for illness or injury extends beyond a period of one (1) week, the employee's salary is to be paid only after a certificate of disability, signed by a licensed physician or designated health official, has been filed with the Department Head or the City Manager. Additional

certificates may be required in case of prolonged illness.

5.3.11 The Department Head or the City Manager may require a certificate of disability for absence of less than a week before salary is paid.

5.3.12 Any employee who claims sick leave must send notice regarding absence to his/her immediate supervisor by the time his/her work is suppose to begin in the department. Failure to do this may preclude any salary payment for such absence from duty.

5.3.13 Any employee who fraudulently reports illness in order to secure the benefit of sick leave with pay shall be penalized by losing all rights to sick leave for a period of one (1) year from that date.

5.3.14 Employees who become ill or injured while on vacation or about to go on vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated must be presented for this provision to be effective.

5.3.15 Pursuant to the Family and Medical Leave Act of 1993, (Available Upon Request) eligible employees who request unpaid, job protected family or medical leave of absence must first exhaust all accrued vacation or sick leave.

5.3.16 Vacation and sick leave reports must be filed with the City Manager at the beginning of each month by each department head showing the absence from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty (30) days from date of filing without approval of the City Manager's Office.

5.3.17 Effective upon ratification, the parties agree to the implementation of the new "annual sick leave review form." The form will also have the following on the form: "By signing the form below this does not mean that I agree with this review it merely means that I received the document. I may choose to write a response below if I choose to do so. I may use additional pages if needed." This form has been included as appendix B to this contract.

5.3.18 An employee shall be entitled to use three (3) sick days per year as family sick days for the care of the employee's spouse or child.

5.4 BEREAVEMENT

5.4.1 The City agrees to provide up to three (3) days of bereavement leave per death in the immediate family. The City agrees to provide bereavement leave to the employee for actual loss of time from their scheduled work on any of three (3) work days beginning on the day following the date of death.

5.4.2 The immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-son, step-daughter, grandparents of spouse, step-family within any of the previous listed and legal guardians.

5.4.3 In the event of unusual circumstances, the City Manager may in his/her sole and absolute discretion designate a different day or days, whatever the case may be, for the employee to be on bereavement leave.

5.5 MATERNITY LEAVE

5.5.1 The City agrees to provide that employees who become pregnant may continue working as long as their physician certifies that they can adequately perform the duties of their position. Maternity leave may be granted for a period not to exceed six (6) months at no pay. Employees who become pregnant shall be allowed to use accrued vacation during a non-disability period of maternity leave. A pregnancy-related disability shall be treated in the same manner as any other non-occupational disability in respect to the use of accrued sick leave. A pregnancy-related disability shall be certified by the attending physician prior to the payment of sick leave benefits. Employees who become pregnant and take maternity leave have the right to be reinstated in the position of equivalent pay within six (6) months of the granting of unpaid maternity leave.

5.5.2 The City agrees to provide that an employee who is adopting a child of five (5) years of age or less can be granted a leave of absence for a period not to exceed six (6) months at no pay. In such adoption cases, the employee will be allowed to use accrued vacation before being placed on leave without pay. The employee shall have the right to be reinstated to a position of equivalent pay within six (6) months of the granting of unpaid adoption leave. Such request for adoption leave must be submitted in writing within thirty (30) business days of when leave is to commence.

5.5.3 In unusual circumstances and in the best interests of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month basis for a maximum leave of absence of twelve (12) months. In such cases the request for extension must be in writing to the Department Head and/or the City Manager supported by a physician's statement. On the advice of the Department Head, the City Manager may approve the extension.

5.6 EMERGENCY CLOSING

The closing of the Municipal Offices or Departments for emergency situations shall be at the sole discretion of the City Manager or his/her representative. When such time off is given to employees of the Municipal Offices or Departments for emergency situations, other general employees working or required to work, will not receive additional compensation.

5.7 FLEX TIME

The employer offers the ability for the employee to accrue and use "flex-time" at the request of the employee and as authorized by the immediate Supervisor. Flex-time shall be accrued and used in whole hour increments exclusively within the designated two-week pay period. The use of flex-time within a Department shall be at the sole discretion of the Department Head.

ARTICLE 6 - CERTIFICATION FOR PERMANENT APPOINTMENT

Permanent appointment for the various class titles of positions shall be in conformity with the Watertown Municipal Civil Service Commission Regulations on Permanent Appointments, and shall be accomplished on satisfactory completion of not less than sixteen (16) weeks nor more than twenty-six (26) weeks of work for all positions.

ARTICLE 7 - GRIEVANCE PROCEDURES

7.1 The City recognizes the Association as the representative of employees in its membership to appear on their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.

7.2 The City grants the right to representatives of the Association to visit City facilities to confer with members of the Association on conditions, policies, and procedures under the Public Employees Fair Employment Act during regular working hours. A representative of the Association shall identify himself/herself and make known his/her presence at the time of his/her visit to the responsible Department, unit or agency head prior to any discussion or conference with an employee or employees of a department, unit or agency. Such contact may be in writing, telephone or personal contact.

7.3 Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of free time from regular duties to fulfill these obligations.

7.4 GRIEVANCE PROCEDURES FOR GENERAL EMPLOYEES

7.4.1 Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the City Government and its public employees, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences between the City's employees and the City Government through provisions under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this procedure shall be liberally construed for the accomplishment of this purpose.

7.4.2 Definitions.

As used herein, the following terms shall have the following meanings:

7.4.2.1 "Government" or "employer" shall mean the City of Watertown.

7.4.2.2 "Public Employee" or "employee" shall mean any person directly employed and compensated by the City Government, except members of the City Council and City Judges.

7.4.3.3 "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.

7.4.4.4 "Grievance" shall mean any alleged or actual violation, misinterpretation or inequitable application of the terms and conditions of employment arising out of the agreement or any existing law rule, procedure or regulation, administrative order or work rule of the City; provided, however, that such terms shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulations having the force and effect of law.

7.4.3 Basic Standards and Principles

- 7.4.3.1 Every public employee shall have the right to present his or her grievances to his or her employer in accordance with provisions of this procedure, free from interference, coercion, restraint, discrimination or reprisal, and the grievance provisions established under this procedure shall provide the right to be represented at any or all stages thereof if the employee so chooses.
- 7.4.3.2 It shall be a fundamental responsibility of supervisors at all levels commensurate with the authority delegated to them by their supervisors, promptly to consider and take appropriate action under grievances presented to them by employees under their supervision.
- 7.4.3.3 It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be necessary to give effect to the provisions of this procedure.

7.4.4 Grievances, Procedural Requirements; Appeals.

- 7.4.4.1 The first procedural stage shall consist of the employee's presentation of his or her grievance to his or her immediate supervisor who shall, to such extent as he or she may deem appropriate, consult with his or her department head. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not resolved within three (3) working days at the first stage, such employee may proceed to the second stage.
- 7.4.4.2 The second procedural stage shall consist of a request by the aggrieved employee, if he or she wishes, for a review and determination of his or her grievance by the department or agency head. In such case, the aggrieved employee and his or her immediate supervisor shall each submit to the head of the department or agency concerned, a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon such head of the department or agency concerned shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of the grievance procedure his or her representative, if he or she elects to have one, may appear and present oral and written statements or arguments. The department or agency head shall discuss the grievance and proceedings with the City Manager. The final determination of the second stage of such grievance proceedings shall be made by the head of the department or agency concerned within five (5) work days of the date the grievance was presented to him or her by the employee.
- 7.4.4.3 If the employee so wishes, a third procedural stage shall be held which shall consist of a request for a review and determination of his or her grievance by the City Manager. Such

review, if made, shall follow the procedures described in Paragraph 2. The final determination of the third stage, if held, shall be made within five (5) working days of the date the grievance was presented to the City Manager.

7.4.4.4 If a grievance is not resolved as outlined in paragraphs 1, 2, and 3 above, either party may then request, within thirty (30) days of receipt of step 3 response, the New York State Public Employees Relation Board to provide arbitration service. The authority of the Arbitrator shall be limited to the interpretation and application of this agreement. He/she shall have no right to add or to subtract from the agreement. The decision of the Arbitrator shall be final and binding on both parties. Any expense incidental to arbitration shall be equally borne by the City and the Union.

7.4.4.5 Notwithstanding any other provision of this Agreement, if a grievance is not submitted in writing within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) days from when the person or party should have known of the events occurrence, the grievance shall be denied upon the grounds that it was not timely submitted.

7.4.4.6 Class Action Grievances must be submitted within thirty (30) calendar days of the event giving rise to the grievance, or when the Association President should have known of the event.

7.5 Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through a PERB appointed arbitrator and through the procedures as provided under the Act.

7.6 DISCIPLINE

7.6.1 In order to establish a more harmonious and cooperative relationship between the City Government and its employees, it is hereby agreed that all labor, non-competitive and competitive class employees, both probationary and permanent employees, covered by this agreement shall be entitled to a disciplinary hearing in accordance with the procedures specified in Section 75 of the New York State Civil Service Law. Such disciplinary hearings shall be conducted only in the event that disciplinary action taken is not acceptable to the affected employee.

ARTICLE 8 - RETIREMENT

8.1

8.1.1 The City agrees to provide for all employees hired prior to July 1, 1976 (Tier 1 and Tier 2 employees, covered under the contract the new improved twenty (20) year career retirement plan) 75-I of the New York State Retirement and Social Security Law.

8.1.2 For all Tier 3 employees hired on or after July 1, 1976, the City will provide Article 14-15 of the New York State Retirement and Social Security Law.

8.1.3 For all Tier 4 employees hired on or after September 1, 1983, the City will provide Article 15 of

the New York State Retirement and Social Security Law.

8.1.4 Descriptions of these plans are prepared by the New York State Retirement System and can be obtained in the City Comptroller's Department.

8.1.5 All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits and those who join on or after April 1, 2012 will be covered by Tier VI benefits. At any time that the NYS Retirement System establishes a new Tier, any employee hired on or after that date shall be covered under the new Tier.

8.2 The City agrees, in addition to the retirement benefits provided under Section 1 above, to provide for general employees the following benefits under the New York State Retirement System:

8.2.1 World War II Veteran's Service Credit under Section 41, Sub-Division k.

8.2.2 Allowance for unused sick leave credit under Section 41, Sub-Division j.

8.2.3 Guaranteed ordinary death benefit under Section 60-b.

ARTICLE 9 - SELF-INSURANCE PROGRAM

9.1 PLAN ADMINISTRATION

9.1.1 The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment Contract between the City and the Civil Service Employees Association, Jefferson Local 823, dated April 21, 1992.

9.1.2 Effective July 1, 1992, and until otherwise mutually agreed through Collective Negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.

9.1.3 All benefits, terms, conditions and coverage under the self funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage which was provided to the CSEA prior to the institution of the Self Funded Health Insurance Plan, through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.

9.1.4 A separate account shall be established by the City specifically for the funding and administration of this self insurance program. This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account. The City has agreed to absorb, in the General Fund, all service charges, and all wire transfer charges related to this Account. The City agrees that all monies in this Account will remain intact and be used for the sole purpose of the self insurance program. Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year

evaluation period has passed.

- 9.1.5 The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self insurance Account. This monthly premium equivalent will be calculated per the following formula:

Multiply the number of family contracts x 2.24 (this factor is used to convert individual premium to family premium). Add this to the number of individual contracts. That equals the amount of covered lives.

Multiply number of covered lives x 12 = # covered lives per year. Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year. That equals the monthly individual premium.

Multiply individual premium x 2.24 = monthly family premium. If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

- 9.1.6 An Insurance Review Advisory Committee was established on July 1, 1992, which consists of eight (8) people:

two (2) from each of the three (3) unions
two (2) from the City of Watertown

The purpose of this Advisory Committee shall be to review all activity of this self insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

- 9.1.6.1 Discussion by Advisory Committee

- 9.1.6.2 Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.

- 9.1.6.3 Advisory Committee will meet again to discuss the various recommendations from the unions' memberships.

- 9.1.6.4 If there is unanimous consent of all three (3) unions, such items go to the City Council, for approval.

- 9.1.6.5 If recommendations are rejected by the City Council, items of common interest will remain the same.

- 9.1.6.6 Nothing herein however shall preclude the CSEA from addressing with the City, during negotiations for Successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the CSEA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the CSEA's sole and exclusive right to bargain for its members, in successor contract negotiations, regardless of whether the other Unions and/or the Advisory Committee agrees or disagrees with the CSEA's demands, and nothing herein shall be deemed to be a waiver, by the CSEA, of said right.

- 9.1.7 A Claims Appeal Committee shall also be established and shall consist of one (1) member from

each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee. The purpose of the Appeals Committee shall be to review unresolved claims and determine whether or not it is a covered or non-covered benefit. An appeals procedure will be established by this Committee, and provided to all employees, in due course. A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction. This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

9.1.8 The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file/history, diagnosis/prognosis and/or records, without express written consent.

9.1.9 Should the City, during the contract year, sponsor open enrollment periods for the purposes of introducing new or alternative medical insurance coverage, employees shall have the option of changing to the new or alternative medical insurance coverage introduced.

9.2 RETIREE HEALTH COVERAGE

9.2.1 Employees hired prior to July 1, 1983 shall not be required to pay a health insurance premium in retirement. Employees hired on or after July 1, 1983 and prior to December 23, 1993 shall not be required to pay premiums for individual coverage in retirement. Effective upon the date of the last signature to this contract, any unit employee wishing to participate in retiree health insurance with the City of Watertown pursuant to this contract must retire from both the City and the NYS Retirement System, and must have at least 10 years of full-time service with the City. Effective January 1, 2019 an employee must have 15 years of full-time service and retire from both the City and the NYS Retirement System to participate in retiree health insurance. For the purposes of this section, full-time service is defined as service in which the employee receives his/her regular full-time wage.

9.2.2 For employees hired after March 1, 1999, the City's obligation to pay the employee's share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

9.2.3 For employees hired after March 1, 1999, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option, accept a cash payment of one thousand dollars (\$1,000) annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

9.2.4 Effective July 1, 2019, the City will cease the practice of reimbursing for the cost of Medicare Part B premiums.

9.3 BENEFITS & PREMIUMS

9.3.1 Health Insurance Premiums: The City shall provide that all employees shall be eligible to have medical insurance Effective January 1, 2010, all employees shall pay twelve (12%) percent of the premium costs. Effective July 1, 2016, all employees shall pay thirteen (13%) percent of the premium costs. Effective July 1, 2019, all employees shall pay fourteen (14%) percent of the premium costs. Effective July 1, 2020, all employees shall pay fifteen (15%) percent of the premium costs.

9.3.2 Employees hired after July 1, 1987, must provide the name and social security number of the spouse/guardian.

9.3.3 Medical Visit Co-Pays: Effective June 30, 2010, medical visit co-pays will be \$7.00 per visit for participating providers and \$15.00 per visit for non-participating providers. Effective January 1, 2017 medical visit co-pays will be \$15.00 per visit for participating providers and \$30.00 per visit for non-participating providers. Effective July 1, 2019 medical visit co-pays will be \$17 per visit for participating providers and \$30 per visit for non-participating providers.

9.3.4 Effective upon the date of last signature of this contract, employees and retirees will be required to utilize mandatory mail order for maintenance drugs. Employees will be allowed to fill up to 90 days of a new prescription at retail before the mandatory mail requirements apply.

9.3.5 As soon as reasonably possible, the City will implement Cana Rx.

9.3.6 Retail Prescription Co-Pays: Effective July 1, 2005 retail prescription co-pays will be \$5 for a generic, \$10 for a preferred brand name drug, and \$30 for a non-preferred brand name drug. Effective January 1, 2016, retail prescription co-pays for a 30-day supply will be \$10 for a generic, \$30 for a preferred brand name drug, and \$50 for a non-preferred brand name drug. Effective July 1, 2018, retail prescription co-pays for a 30-day supply will be \$10 for a generic, \$35 for a preferred brand name drug, and \$55 for a non-preferred brand name drug.

9.3.7 Mail Order Prescription Co-Pays: Effective January 1, 2003 mail order prescription co-pays for a 90-day supply will be \$2.50 for generic and \$7.50 for brand name drugs. Effective January 1, 2016 mail order prescription co-pays for a 90-day supply will be \$10 for a generic, \$30 for a preferred brand name drug, and \$50 for a non-preferred brand name drug. Effective July 1, 2018, mail order prescription co-pays for a 90-day supply will be \$10 for a generic, \$35 for a preferred brand name drug, and \$55 for a non-preferred brand name drug.

9.3.8 Annual Deductibles: Effective July 1, 2005 the annual per person deductible shall be \$120 with an annual family deductible of \$360.

Effective January 1, 2016 the annual per person deductible shall be \$160 with an annual family deductible of \$480. Effective January 1, 2017 the annual per person deductible shall be \$200 with an annual family deductible or \$600. Effective upon ratification, the annual per person deductible shall be \$225 with an annual family deductible of \$675.

9.3.9 Out of Network Major Medical Co-Pay: Effective July 1, 2003, all persons covered will also be subject to an out-of-network Major Medical Co-Pay. Major medical expenses, after the

deductibles listed above, will be reimbursed at 80% of the allowable fees for the first \$500, and thereafter, the plan will pay 100% of all allowable fees. The maximum Major Medical co-payment amount per calendar year for members of the same family is \$300.

9.3.10 Prescription Formulary: Effective upon ratification, the parties agree that the prescription benefit manager will implement and maintain the drug formulary.

9.3.11 Specialty Drugs: Effective July 1, 2018 specialty drugs will be subject to a 10% co-insurance. All co-pay assistance paperwork will be done by the PBM as long as the PBM does the co-pay assistance paperwork. If the PBM does not offer this service then the City and the Union will meet to discuss a resolution of the issue.

9.4 BUYOUTS

9.4.1 Those employees hired after July 1, 1987 will only be eligible to be covered under one City of Watertown health insurance plan. A City of Watertown employee cannot be covered under their own policy and be covered as a dependent on a spouse/guardian's policy. The dependents of two employees that work for the City can only be covered under the policy of one employee.

9.4.2 Effective July 1, 2008, there shall be offered an annual buy-out out of \$1,500.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,800 for employees completely opting out of family coverage. Payment of this annual buyout will be made on a bi-weekly basis. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes.

9.4.3 Employees hired after July 1, 1987, and who are eligible for either individual or family health insurance coverage as specified under 9.4.1 above, will be eligible for the health insurance buyouts as defined in 9.4.2 above, after six (6) months from the date of appointment.

9.5 125 PLAN

9.5.1 A Section 125 Plan shall be offered to employees to provide for employee health care expenses. Effective January 1, 2003, Childcare expenses shall be allowable expenses for inclusion in the Section 125 Plan.

9.5.2 The City, CSEA and the other City Unions have implemented a Section 457 Plan. It was determined by this committee that the New York State Deferred Compensation Plan shall be offered to all employees. Effective July 1, 2003, employees shall have the ability to convert three (3) vacation days into dollars to be contributed to the employee's Section 457 deferred compensation plan each year. Implementation of this benefit will be defined by the labor management committee. Effective January 1, 2009, for those employees with 165 days of accrued sick time, they shall have the ability to convert three (3) sick days into dollars to be contributed to the employee's Section 457 deferred compensation plan each year. The 165 days

required for the sellback of sick time must be in the employee's sick leave balances as of April 1st and October 1st of the year in which the employee wishes to sellback sick time.

- 9.6 Wellness Committee. In an effort to increase health and well being to aid in the reduction of health insurance costs, the City and the Union agree to jointly develop a Wellness Plan for employees covered by the terms of this Agreement. A Wellness Committee of three (3) management and three (3) union members will be formed to develop Plan options for consideration by the Labor Management Committee.

ARTICLE 10 - SAFETY PROGRAM

The City agrees to establish a program of safety inspection, education and training in its several departments and among its various employees. The City agrees to provide and replace safety shoes from the current City of Watertown Safety Shoe Contract when required by the job function and approved by the employee's immediate supervisor, at no cost to the employee, each year when requested by the employee. Upon receipt of new safety shoes, the employee will be required to surrender the previous pair of safety shoes to their immediate supervisor. The City agrees to provide safety eyewear for use within the workplace, at no cost to the employee, with appropriately rated protection against anticipated workplace hazards. Effective upon ratification, the City agrees to reimburse employees for up to \$75 for the cost of initial prescription safety glasses when approved by the employee's Department Head. Replacement glasses will be reimbursed for up to \$75 after two years has passed from the last reimbursement for safety glasses.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 THE ASSOCIATION

- 11.1.1 Members of the Association who are designated by the Association to attend the yearly State-wide and regional delegates meetings, conferences, and meetings shall be permitted to do so without charge to leave time at the rate of four (4) employees for attendance at such meetings provided that the maximum time off shall not exceed thirty-two (32) working days. The thirty-two (32) days may be taken in any combination by the four (4) employees, but the total taken shall not exceed thirty-two (32) days. No more than two (2) employees from any functional area without prior approval from the City Manager.
- 11.1.2 At least five (5) days written notice shall be given by the Association to the Department Head and the City Manager for such time off.
- 11.1.3 The City agrees to permit the authorized representatives of the Association to visit members during City work hours for the purpose of explaining and enrolling members on a continuing basis in the Association's insurance programs provided that designation of the authorized representatives is made to the City Manager in advance in a timely manner. Unless the representatives of the Association and the insurance carrier identify themselves and announce their intentions ahead of time to the City Manager in writing by at least three (3) days notice, such permission for visitation during City work hours shall not be allowed.

- 11.1.4 The Association shall have the right to post notices and other official communications on City bulletin boards.
- 11.1.5 The City agrees to provide and handle premium payments for the CSEA Master Plan Insurance program by payroll deduction for the employees and for the Association. For carrying out this program wherein the City absorbs the administrative costs of handling premium payments thereby helping the members to obtain automobile and homeowners insurance at reduced costs, it is agreed that the City shall not handle or process any claims under the program nor shall the City absorb or pay any costs of the program other than the cost of administration of the payroll deductions for premium payment.
- 11.1.6 Duly appointed representatives of the union shall be permitted to devote up to two (2) hours maximum time per week to union affairs, if needed. In any event, prior notice shall be given to the Department, Unit or Agency Head by the representative away from his duty or attending to union affairs while on duty. Such notice shall be in writing or by oral notice with at least one (1) day's notice.
- 11.1.7 When duly appointed representatives of the union wish to meet with unit employees who are working, prior notice shall be given to the immediate supervisor and/or Department Head of said employees.
- 11.2 The lunch hour of the offices in the Municipal Offices or Departments shall be one (1) hour.
- 11.3 Both parties agree that this contract constitutes the present entire Agreement between the City of Watertown and the Civil Service Employees Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.
- 11.4 All promotional job openings in the competitive (except where there is a certified, binding eligible list), non-competitive and labor classifications will be posted in each work facility for at least fourteen (14) calendar days prior to the filling of such position, except in emergency situations. All job postings shall contain the following: The position title, the number of vacancies, salary and current work location of the openings, and the current shift, if applicable. All notices will be forwarded to the President of the Association at the time of the posting. Any employee may submit his or her request, in writing, for any non-competitive labor classification position posted. The City agrees that it will review the credentials, including interviews, of the three (3) most senior employees who applied for and will accept the position, provided the employees meet the minimum qualifications for the position and possess the ability to perform in the position. For the purpose of this Agreement, seniority shall be defined as length of continuous service with the City in a position(s) covered by this Agreement since the employee's last date of hire. Final determination of appointment is reserved to the Appointing Authority. All examination announcements in the competitive class will be posted in all work locations for fourteen (14) calendar days prior to the examination closing date. Each department and the President of the Association shall receive copies of all posted examination announcements at the earliest possible time prior to the posting of such notices.
- 11.5 The City of Watertown and the Association agree to meet monthly for labor/management

discussions. The Committee will consist of three (3) members from each side, union and employer. Either side may submit to the other a list of items to be discussed at the time of the meeting.

11.6 Effective upon ratification, the City agrees to reimburse tuition for up to three (3) credit hours per semester for five (5) employees per semester at Jefferson Community College or up to an equivalent amount at an accredited college or trade school for subjects approved by the City pertaining to the employee's job for subjects which are reasonably related to the position of the employee covered by this agreement. Such courses shall be taken on employee's time, without pay. Upon receipt of the final grade of "C" or better, the City will reimburse the cost of the tuition for the student. Participation shall be on a first come, first served basis.

11.7 The City and Association agree that the various types of motorized equipment as defined in Appendix A are classified as heavy equipment in accordance with applicable Civil Service job descriptions and classifications.

11.8

11.8.1 A Seniority-in-Service schedule shall be prepared and posted in a conspicuous place in each department office. The record shall be revised on or about the first (1st) day of each month when necessary.

11.8.2 The said Seniority-in-Service schedule shall operate in accordance with the procedure recommended by the State Department of Civil Service and the rules and regulations under which the Watertown Civil Service Commission functions.

11.8.3 An employee who voluntarily vacates his position, and is off the City payroll for one year or longer, except on leave of absence or ill health, and subsequently re-enters City service after one (1) year shall be considered a new employee.

11.8.4 In the event that an employee returns in one (1) year or less, then he/she shall retain all original benefits package.

11.9 The City agrees to incorporate the following seniority clause as it pertains to future reductions in work force in the non-competitive and labor class: Seniority is that factor which will prevail in the case of lay-off, recall and reduction in forces. An employee's seniority date shall be the date he/she begins his/her employ with the City. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure shall prevail:

11.9.1 The employee involved shall have the right to replace the least senior employee providing however, that the replaced employee has the same title.

11.9.2 If an employee cannot replace anyone within his/her title because of lack of seniority, he/she shall replace someone in an equal or lower title, within the same department with the least seniority, if qualified.

11.9.3 Before any lay-off occurs, the City will notify the President of the Association.

11.9.4 Recall shall be in reverse order of lay-off. A displaced employee shall remain on a recall list for four (4) years after each displacement. Refusal to accept an assignment at the same

title and hours offered shall be cause for removal from a recall list.

11.9.5 For the purpose of lay-off and recall, departments shall be defined as follows:

- a. Comptroller Dept
- b. Purchasing Dept
- c. Assessment Dept
- d. Engineering Dept
- e. Public Works Dept, inclusive of Buildings and Grounds, Central Garage, Citi'Bus, Refuse and Recycling, Snow Removal, Sewer Maintenance, Street Maintenance.
- f. Buildings
- g. Information Technology
- h. Police Dept, Civilian Employees only
- i. Fire Dept, Civilian Employees only
- j. Code Enforcement
- k. Water Dept
- l. Wastewater Treatment
- m. Library
- n. Parks and Recreation

11.10 The Association agrees to annual performance reviews for all employees covered by this contract. The City and the Association will collectively prepare an evaluation form. Upon completion and implementation the following shall occur: the employee shall have the right to discuss evaluations with his/her immediate supervisor or department head. Written evaluations shall be placed in the employee's official personnel file located in the City Manager's office. The employee being evaluated shall sign a copy of the written report and will receive a copy. It is expressly understood that signing of the evaluation does not necessarily mean that the employee agrees with the evaluation. The employee is entitled to submit a written response to be signed by the department head or supervisor and placed in the employee's official personnel file.

11.11 Mandatory Training. Individuals covered by this contract are required to attend training classes provided by and paid for by the City which are necessary to maintain any required job certification or to maintain an employee's job skills.

11.12 Effective upon ratification, the parties agree to the implementation of the City's new "Reimbursement for Authorized Travel Expenses" policy included as Appendix C to this contract.

ARTICLE 12 - DEATH BENEFIT

12.1 If a non-retired bargaining unit member dies, the City shall pay his/her estate for all unused accrued leave time at the rate of pay the employee was earning at the time of his/her death.

ARTICLE 13 - REQUIREMENTS OF STATE LAW

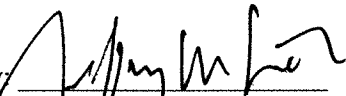
13.1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

13.2 "THE AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 2021 AND TERMINATE AT THE CLOSE OF BUSINESS ON JUNE 30, 2022."

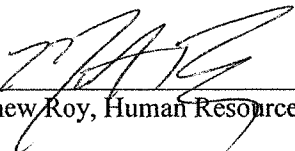
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives this ____ day of _____, 2021 CITY OF WATERTOWN, NEW YORK


CITY OF WATERTOWN, NEW YORK

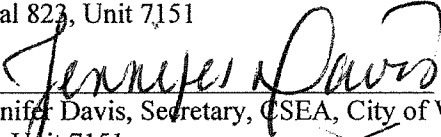
EMPLOYEES UNIT, LOCAL 823, CSEA

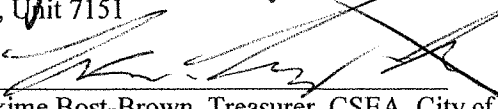
By: 
Jeffrey Smith, Mayor


By: 
Kenneth Mix, City Manager

By: 
Matthew Roy, Human Resource Manager

By: 
Maxwell French, President, CSEA, City of Watertown
Local 823, Unit 7151

By: 
Jennifer Davis, Secretary, CSEA, City of Watertown Local
823, Unit 7151

By: 
Maxime Bost-Brown, Treasurer, CSEA, City of
Watertown, Local 823, Unit 7151

By: 
Brenda Harwood
Labor Relations Specialist 4.30.2021

APPENDIX A
HEAVY EQUIPMENT

The following pieces of equipment are recognized as Heavy Equipment:

1. 1-72; 1979 Champion Grader
2. 1-73; 1989 Barber Green Paver
3. 1-77; 1977 SMI Blower
4. 1-78; 1985 Vohl DV 1104 Snowblower
5. 1-64; 1986 Case Excavator
6. 1-60; 1968 Gallion Roller
7. All Municipal Street Plows, Exclusive of Wing Operators.
8. 1-10 Hydraulic Excavator
9. 1-48 Tractor Trailer
10. Effective April 1, 2009, Tree Truck 1-59. When this piece of equipment is operated in the aerial platform mode, the employee operating the equipment will be paid as a Heavy Equipment Operator.
11. The operator of the City Sewer Vac for hours that the Vac itself is being operated.

**APPENDIX B
SICK LEAVE REVIEW FORM**

**CITY OF WATERTOWN
ANNUAL SICK LEAVE REVIEW FORM**

Employee Name Department Date of Review

_____ A review of your leave record indicates that you have a consistent pattern of maintaining a zero or near zero balance of sick leave without documentation of the need for such relatively high utilization.

_____ A review of your leave record indicates that you had _____ occasions of sick leave usage which have, by definition, been flagged as "potential" Sick Leave Abuse instances for the period of _____ to _____.

_____ A review of your leave record indicates that usage of sick leave appears to have been appropriate.

By signing the form below this does not mean that I agree with this review. It merely means that I have received the document. I may choose to write a response below and I may use additional pages if needed.

Employee Signature

Department Head or Supervisor Signature

Date

Date

This space may be used by the employee to provide comments relating to this annual sick leave review form (*to be completed in employee's own handwriting*). An employee may also submit a separate sheet of paper outlining his/her comments.

APPENDIX C

REIMBURSEMENT FOR AUTHORIZED TRAVEL POLICY

City of Watertown

Reimbursement for Authorized Travel Expenses

Policy:

It is the intent of this policy to establish procedures and guidelines governing the reimbursement for authorized travel expenses for all City of Watertown employees. All travel related expenses must be approved by the employee's Department Head prior to travel commencing.

Meal Allowance:

1. The City will provide reimbursement to an employee for meal expenses at the rates provided by the Federal General Service Administration's (GSA) Meals and Incidental Expense Breakdown. The rates listed in the GSA represent the actual reimbursement amounts that will be issued to employees; they do not represent a maximum. The location at which the meal was obtained will be used to determine the reimbursement rates according to the GSA schedule.
2. Meals which are included within the cost of an event will not be paid to an employee.
3. To be eligible for a breakfast reimbursement, travel must commence prior to 6:00am.
4. To be eligible for a dinner reimbursement, travel must extend beyond 7:00pm.
5. Any disputes about when an employee should have departed to training or should have returned from training, will be decided by the City Manager.
6. The City will not advance meal reimbursement. The City Manager has the authority to make an exception to this rule.
7. Employees will be required to complete the City's "Mileage and Expense Reimbursement for Travel" form to receive meal reimbursement.
8. The City reserves the right to pay the meal reimbursement in accounts payable or in the employee's paycheck upon receipt of the "Mileage and Expense Reimbursement for Travel" form.

Travel Reimbursement:

1. Travel shall be conducted using the most economical mode of transportation. Options such as use of a City fleet vehicle or use of a rental car should be weighed versus use of an employee's personal vehicle. The employee's Department Head has final authority to determine the mode of transportation to be used.
2. To minimize costs, City employees traveling to the same destination shall car pool whenever possible.
3. Employees using their own personal vehicle will be reimbursed for mileage at the IRS Standard Mileage Rate in force on the date of travel.
4. Mileage will be reimbursed for the most direct route of travel. Mileage will be calculated using the employee's work location as the starting point of travel, unless the employee's departure location is closer to the destination than the work location.
5. Employees using a fleet vehicle will not receive mileage reimbursement. In most cases the City will provide a gas card which should be used to purchase fuel for the City vehicle. However, if an employee purchases fuel using their own method of payment, they will receive reimbursement for this expense when supported by a proper receipt.
6. Tolls and parking expenses will be reimbursed at the actual cost incurred by the employee when supported by a proper receipt. Traffic or parking tickets are the responsibility of the employee.
7. Towing or repair expenses incurred when an employee uses their own vehicle will not be reimbursed.
8. The City reserves the right to pay the travel reimbursement in accounts payable or in the employee's paycheck upon receipt of the "Mileage and Expense Reimbursement for Travel" form.

Lodging Allowance

1. Lodging accommodations shall be arranged in the most reasonable and economical manner. Whenever possible, the lodging accommodation will be at or below the rates established by the Federal GSA per diem lodging rate. The

employee's Department Head has the final authority to determine the lodging provider to be used. The City will provide a City credit card for the reservation and purchase of the lodging.

2. Taxes on lodging in New York State are not reimbursable. Employees shall obtain and present the tax exemption certificate to the lodging provider.
3. When agreeable to both parties, employees shall share rooms. If an employee is accompanied by a spouse, the City will only be responsible for the single occupancy rate of the room.
4. Personal charges such as telephone calls, room service, alcohol, snacks, entertainment, etc. are the responsibility of the employee.
5. The City shall have the right to deduct from an employee's paycheck the expenses listed in item 4 that do not qualify as lodging expenses. Alternatively, the employee may reimburse the City directly for these non-qualifying expenses.

CSEA Wage Chart
Effective July 1, 2021

Title	Grade	A	B	C	D	E	F
	6	\$ 26,002	\$ 27,124	\$ 28,316	\$ 29,557	\$ 30,857	\$ 32,236
Hourly Rate	6.35	\$ 14.2868	\$ 14.9033	\$ 15.5582	\$ 16.2401	\$ 16.9544	\$ 17.7121
Hourly Rate	6.40	\$ 12.5010	\$ 13.0404	\$ 13.6135	\$ 14.2101	\$ 14.8351	\$ 15.4981
Clerk	6.35						
	10	\$ 30,857	\$ 32,236	\$ 33,675	\$ 35,186	\$ 36,770	\$ 38,441
Hourly Rate	10.35	\$ 16.9544	\$ 17.7121	\$ 18.5027	\$ 19.3330	\$ 20.2033	\$ 21.1214
Hourly Rate	10.40	\$ 14.8351	\$ 15.4981	\$ 16.1899	\$ 16.9163	\$ 17.6779	\$ 18.4813
Library Clerk	10.35						
Records Clerk	10.35						
Senior Clerk	10.35						
Laborer I	10.40						
Municipal Worker I	10.40						
	11	\$ 32,236	\$ 33,675	\$ 35,186	\$ 36,770	\$ 38,441	\$ 40,178
Hourly Rate	11.35	\$ 17.7121	\$ 18.5027	\$ 19.3330	\$ 20.2033	\$ 21.1214	\$ 22.0758
Hourly Rate	11.40	\$ 15.4981	\$ 16.1899	\$ 16.9163	\$ 17.6779	\$ 18.4813	\$ 19.3163
Account Clerk Typist	11.35						
Records Clerk / Parking Enforcement Officer	11.35						
Secretary	11.35						
Senior Library Clerk	11.35						
Water Meter Reader	11.35						
Parks & Recreation Maintenance Worker	11.40						
	12	\$ 33,675	\$ 35,186	\$ 36,770	\$ 38,441	\$ 40,178	\$ 42,021
Hourly Rate	12.35	\$ 18.5027	\$ 19.3330	\$ 20.2033	\$ 21.1214	\$ 22.0758	\$ 23.0885
Hourly Rate	12.40	\$ 16.1899	\$ 16.9163	\$ 17.6779	\$ 18.4813	\$ 19.3163	\$ 20.2024
Building Maintenance Worker	12.40						
Facilities Maintenance Worker	12.40						
Stock Attendant	12.40						
Water Maintenance Mechanic	12.40						
	13	\$ 35,186	\$ 36,770	\$ 38,441	\$ 40,178	\$ 42,021	\$ 43,954
Hourly Rate	13.35	\$ 19.3330	\$ 20.2033	\$ 21.1214	\$ 22.0758	\$ 23.0885	\$ 24.1505
Hourly Rate	13.40	\$ 16.9163	\$ 17.6779	\$ 18.4813	\$ 19.3163	\$ 20.2024	\$ 21.1317
Bus Driver	13.40						
Motor Equipment Operator (Light)	13.40						
Refuse/Recycle Motor Equipment Operator	13.40						
Sign Maintenance Worker	13.40						
Tree Trimmer	13.40						
	14	\$ 36,770	\$ 38,441	\$ 40,178	\$ 42,021	\$ 43,954	\$ 45,980
Hourly Rate	14.35	\$ 20.2033	\$ 21.1214	\$ 22.0758	\$ 23.0885	\$ 24.1505	\$ 25.2637
Hourly Rate	14.40	\$ 17.6779	\$ 18.4813	\$ 19.3163	\$ 20.2024	\$ 21.1317	\$ 22.1058
Principal Library Clerk	14.35						
Senior Account Clerk Typist	14.35						
	15	\$ 38,441	\$ 40,178	\$ 42,021	\$ 43,954	\$ 45,980	\$ 48,102
Hourly Rate	15.35	\$ 21.1214	\$ 22.0758	\$ 23.0885	\$ 24.1505	\$ 25.2637	\$ 26.4297
Hourly Rate	15.40	\$ 18.4813	\$ 19.3163	\$ 20.2024	\$ 21.1317	\$ 22.1058	\$ 23.1260
Code Enforcement Aide	15.35						
Engineering Technician	15.40						
Water Meter Service Mechanic	15.40						
Water Treatment Plant Operator/Trainee	15.40						
Wastewater Treatment Plant Process Worker Trainee	15.40						
	16	\$ 40,178	\$ 42,021	\$ 43,954	\$ 45,980	\$ 48,102	\$ 50,332
Hourly Rate	16.35	\$ 22.0758	\$ 23.0885	\$ 24.1505	\$ 25.2637	\$ 26.4297	\$ 27.6549
Hourly Rate	16.40	\$ 19.3163	\$ 20.2024	\$ 21.1317	\$ 22.1058	\$ 23.1260	\$ 24.1981
Real Property Tax Service Aide	16.35						
Crew Chief	16.40						
Senior Transit Operator	16.40						
Motor Equipment Operator (Heavy)	16.40						
Wastewater Treatment Plant Process Worker I	16.40						
Water Treatment Plant Operator	16.40						

CSEA Wage Chart
Effective July 1, 2021

Title	Grade	A	B	C	D	E	F
	17	\$ 42,021	\$ 43,954	\$ 45,980	\$ 48,102	\$ 50,332	\$ 52,675
Hourly Rate	17.35	\$ 23.0885	\$ 24.1505	\$ 25.2637	\$ 26.4297	\$ 27.6549	\$ 28.9423
Hourly Rate	17.40	\$ 20,2024	\$ 21.1317	\$ 22.1058	\$ 23.1260	\$ 24.1981	\$ 25.3245
Custodial & Maintenance Supervisor	17.35						
Information Technology Specialist	17.35						
Motor Equipment Mechanic	17.40						
Wastewater Treatment Plant Process Worker II	17.40						
Water Treatment Plant Maintenance Mechanic	17.40						
	18	\$ 43,954	\$ 45,980	\$ 48,102	\$ 50,332	\$ 52,675	\$ 55,137
Hourly Rate	18.35	\$ 24.1505	\$ 25.2637	\$ 26.4297	\$ 27.6549	\$ 28.9423	\$ 30.2951
Hourly Rate	18.40	\$ 21.1317	\$ 22.1058	\$ 23.1260	\$ 24.1981	\$ 25.3245	\$ 26.5082
Principal Account Clerk	18.35						
Senior Engineering Technician	18.35						
	19	\$ 45,980	\$ 48,102	\$ 50,332	\$ 52,675	\$ 55,137	\$ 57,722
Hourly Rate	19.35	\$ 25.2637	\$ 26.4297	\$ 27.6549	\$ 28.9423	\$ 30.2951	\$ 31.7154
Hourly Rate	19.40	\$ 22.1058	\$ 23.1260	\$ 24.1981	\$ 25.3245	\$ 26.5082	\$ 27.7510
GIS Technician	19.35						
SCADA Technician	19.35						
Industrial Pre-Treatment Lab Technician	19.40						
	20	\$ 48,102	\$ 50,332	\$ 52,675	\$ 55,137	\$ 57,722	\$ 60,438
Hourly Rate	20.35	\$ 26.4297	\$ 27.6549	\$ 28.9423	\$ 30.2951	\$ 31.7154	\$ 33.2077
Hourly Rate	20.40	\$ 23.1260	\$ 24.1981	\$ 25.3245	\$ 26.5082	\$ 27.7510	\$ 29.0567
Code Enforcement Officer	20.35						
Librarian I	20.35						
Lab Technician	20.40						
Wastewater Treatment Plant Lab Technician	20.40						
Wastewater Treatment Plant Process Worker III	20.40						
	21	\$ 50,332	\$ 52,675	\$ 55,137	\$ 57,722	\$ 60,438	\$ 63,285
Hourly Rate	21.35	\$ 27.6549	\$ 28.9423	\$ 30.2951	\$ 31.7154	\$ 33.2077	\$ 34.7720
Hourly Rate	21.40	\$ 24.1981	\$ 25.3245	\$ 26.5082	\$ 27.7510	\$ 29.0567	\$ 30.4255
GIS Coordinator	21.35						
Senior Code Enforcement Officer	21.35						
Water Distribution Systems Operator	21.40						
Water Treatment Plant Maintenance Supervisor	21.40						
	22	\$ 52,675	\$ 55,137	\$ 57,722	\$ 60,438	\$ 63,285	\$ 66,280
Hourly Rate	22.35	\$ 28.9423	\$ 30.2951	\$ 31.7154	\$ 33.2077	\$ 34.7720	\$ 36.4176
Hourly Rate	22.40	\$ 25.3245	\$ 26.5082	\$ 27.7510	\$ 29.0567	\$ 30.4255	\$ 31.8654
Cad Technician	22.35						
Librarian II	22.35						
Real Property Appraiser	22.35						
	23	\$ 54,350	\$ 56,898	\$ 59,574	\$ 62,378	\$ 65,328	\$ 68,425
Hourly Rate	23.35	\$ 29.8626	\$ 31.2626	\$ 32.7330	\$ 34.2736	\$ 35.8945	\$ 37.5962
Hourly Rate	23.40	\$ 26.1298	\$ 27.3548	\$ 28.6413	\$ 29.9894	\$ 31.4077	\$ 32.8966
	24	\$ 56,898	\$ 59,574	\$ 62,378	\$ 65,328	\$ 68,425	\$ 71,674
Hourly Rate	24.35	\$ 31.2626	\$ 32.7330	\$ 34.2736	\$ 35.8945	\$ 37.5962	\$ 39.3813
Hourly Rate	24.40	\$ 27.3548	\$ 28.6413	\$ 29.9894	\$ 31.4077	\$ 32.8966	\$ 34.4587
Transit Supervisor	24.40						
Wastewater Treatment Plant Maintenance Supervisor	24.40						

	Annual	Hourly Rate for 35 Hour Per Week Title	Hourly Rate for 40 Hour Per Week Title
Longevity Payments			
After 6th Year	\$ 350	\$ 0.1923	\$ 0.1683
After 12th Year	\$ 700	\$ 0.3846	\$ 0.3365
After 18th Year	\$ 1,050	\$ 0.5769	\$ 0.5048
After 25th Year	\$ 1,400	\$ 0.7692	\$ 0.6731

Any title with a .35 after the grade designation is a 35 hour per week position.
Any title with a .40 after the grade designation is a 40 hour per week position.