MEMORANDUM OF AGREEMENT
between
THE CITY OF SARATOGA SPRINGS
and
CSEA, LOCAL 1000 AFSCME, AFL-CIO
CITY OF SARATOGA SPRINGS DPW UNIT OF THE SARATOGA
COUNTY LOCAL 846

WHEREAS, the City of Saratoga Springs (herein after known as “CITY”) and CSEA, City of Saratoga Springs DPW Unit of the Saratoga County Local 846 (herein after known as “DPW”) are parties to a written Labor Relations Contract with a stated term of January 1, 2017 through December 31, 2021 (herein after known as “CONTRACT”); and

WHEREAS, Article V WAGES - LONGEVITY, paragraph 5 of the CONTRACT states, “There shall be a One Dollar ($1.00) per hour increase for the employees who hold a pesticide certification. There shall be a Twenty Five Cent ($0.25) per hour increase for any employee who holds a current Commercials Driver’s License (CDL). For any reason an employee no longer holds one of these certifications, the increase in pay would cease at that point.”; and

WHEREAS, the hourly increase for the pesticide certification has historically been paid as a weekly stipend in the amount of Forty Dollars ($40.00) per certification holder; and

WHEREAS, it is the intent of both DPW and the CITY to pay the hourly increase for the CDL as a weekly stipend in the amount of Ten Dollars and Sixty Eight Cents ($10.68) to employees who hold a CDL; and

WHEREAS, it is the intent of both DPW and the CITY to pay the increase for the CDL retroactive to January 1, 2018.

NOW, THEREFORE in consideration of the mutual premises contained herein and for other good and valuable consideration, it is hereby agreed as follows:

1. Article V WAGES - LONGEVITY, paragraph 5 shall now read “There shall be a Forty Dollar ($40.00) per week stipend paid to employees who hold a pesticide certification. There shall be a Ten Dollar and Sixty Eight Cent ($10.68) per week stipend paid to employees who hold a Commercial Driver’s License (CDL). For any reason an employee no longer holds one of these certifications, the increase in pay would cease at that point.
The contents of this Memorandum of Agreement shall be considered a part of the above cited Collective Bargaining Agreement approved by City Council on November 21, 2017, Amended on December 19, 2017 and attached, in total, hereto.

BY: Meg Kelly, Mayor
City of Saratoga Springs

BY: Diane Selchick
Labor Relations Specialist

BY: Anthony Scirocco, Commissioner
Department of Public Works

BY: Kevin Older, CSEA DPW
Unit President

Per City Council approval: 2-20-18
MEMORANDUM OF AGREEMENT
between
THE CITY OF SARATOGA SPRINGS
and
CSEA, LOCAL 1000 AFSCME, AFL-CIO
CITY OF SARATOGA SPRINGS DPW UNIT OF THE SARATOGA
COUNTY LOCAL 846

WHEREAS, the City of Saratoga Springs (herein after known as CITY) and CSEA, City
of Saratoga Springs DPW Unit of the Saratoga County Local 846 (herein after known as DPW)
are parties to a written Labor Relations Contract with a stated term of January 1, 2017 through
December 31, 2021 (herein after known as CONTRACT); and

WHEREAS, Article VIII VACATIONS, Section 1 of the CONTRACT states the
vacation period to be as of January 1, 2018; and

WHEREAS, it is the intent of both DPW and the CITY to pay vacations retroactive to
January 1, 2017 in accordance with Article XXVII; and

WHEREAS, Article XX RETIREMENT states “Any permanent full time Employee of the
Department of Public Works who provides the CITY six (6) months written notice prior to retiring
shall receive a one-time One Thousand Dollar ($1,000.00) retirement incentive upon retirement”; and

WHEREAS, it is the intent of both DPW and the CITY to apply this section to retirees
who provided verbal notice six (6) months prior to retirement in 2017; and

WHEREAS, Article XXIV CLOTHING – TOOLS – EQUIPMENT Section 6 and 7
states that the parties agreed to meet before December 31, 2017 to update the existing boot
policy, pants policy and incorporate a jacket policy.

NOW, THEREFORE in consideration of the mutual premises contained herein and for
other good and valuable consideration, it is hereby agreed as follows:

1. Article VIII VACATIONS Section 1 shall now read “Employees covered hereunder
shall be entitled to a vacation period as of January 1, 2017 as follows…”

2. Article XX RETIREMENT for the year 2017, it is agreed that Employees #354;
#369; and #218 have provided sufficient notice of their intent to retire and are entitled
to the benefit.
3. Article XXIV CLOTHING – TOOLS – EQUIPMENT Section 6 and Section 7 shall now include the attached documents entitled Policy for the Procurement of Footwear and/or Class 2 Safety Jacket – DPW Unit and Policy for the Procurement of Pants – DPW Unit.

The contents of this Memorandum of Agreement shall be considered a part of the above cited Collective Bargaining Agreement approved by City Council on November 21, 2017 and attached hereto.

BY: Joanne D. Yepsen, Mayor
City of Saratoga Springs

BY: Diane Selchick
Labor Relations Specialist

BY: Anthony Scirocco, Commissioner
Department of Public Works

BY: Kevin Older, CSEA DPW
Unit President

Per City Council approval: 12-19-17

MOA – DPW contract
December 19, 2017
ARTICLE XXIV
CLOTHING - TOOLS - EQUIPMENT

Section 6: Policy for the Procurement of Footwear and/or Class 2 Safety Jacket - DPW Unit

The CSEA Department of Public Works (DPW) Labor Unit shall be given the opportunity to purchase Occupational Safety and Health Administration (OSHA) compliant American National Standards Institute (ANSI) Rated Safety Footwear meeting the following standards: (ANSI Z41-1991 ANSI-Z41 1999 or ASTM F-2412-2005 and F-2413-2005) and/or an ANSI 107-2015 Rated Class 2 safety jacket from a pre-approved designated vendor approved by the City Purchasing Department. The local vendor shall be chosen to provide ease of access to unit members for the purchase of these items.

The vendor chosen for the sale of safety footwear and safety apparel must meet the City of Saratoga Spring’s Purchasing Policy

In October of each year the DPW CSEA Unit President with the City Purchasing Department shall review the current vendor pertaining to this agreement for compliance with the City Purchasing Policy and ease of access.

The DPW shall provide a current roster of Permanent full time Public Works employees governed under this CSEA Unit Agreement no later than January 1st of each calendar year. Each permanent full time DPW employee listed in the provided roster shall be issued a purchase order by January 30 for that calendar year to use in the purchase of their OSHA compliant footwear and/or an ANSI 107-2015 Rated Class 2 safety jacket.

All new hires are required to complete a one (1) year probationary period from their hire on date prior to receiving either footwear and/or a jacket.

Stipulations

Only OSHA compliant safety footwear and ANSI 107-2015 Rated Class 2 High Visibility Helly Hansen safety jackets are available for purchase at the pre-approved designated vendor.

All jackets will be the lime (green) high visibility color.

Employees are allowed to purchase one (1) pair of OSHA compliant safety footwear and/or an ANSI 107-2015 Rated Class 2 safety jacket in a calendar year.

OSHA compliant footwear can be purchased per calendar year. ANSI 107-2015 rated class 2 safety jackets can only be purchased once every three (3) years. However, a
request can be made to the Commissioner of Public Works to authorize an additional safety jacket purchase.

Annual individual/multiple purchase(s) will not exceed $200. Anything over $200.00 will be the responsibility of the employee. This stipulation does not apply to the cost of logo embroidery when purchasing a safety jacket.

All jackets will require a Saratoga Springs DPW adhered logo on the left breast prior to use. This will be performed from a pre-approved local embroidery vendor at the cost of the City with a separate purchase order.

Only permanent fulltime employees are eligible for this purchase.

Employees will be required to purchase OSHA compliant Safety footwear and/or an ANSI 107-2015 Rated Class 2 safety jacket on his or her own time.

No accessories to either item purchased is allowed.

No returns.

No rain checks

Upon leaving service with the DPW, employees will be required to return all outstanding ANSI 107-2015 rated class 2 safety jackets purchased on their behalf by the City. This stipulation does not in any way apply to footwear.

The above stipulations are subject to annual review for updating and agreement between the City and bargaining unit.
ARTICLE XXIV
CLOTHING – TOOLS - EQUIPMENT

Section 7: Policy for the Procurement of Pants - DPW Unit

Pants will be purchased from a pre approved list from a designated vendor. This business location shall provide ease of access to unit members for pant selection and for addressing any warranty issues.

Each year in October the chosen vendor will be reviewed for ease of access and pricing by the DPW Union President and the Assistant Purchasing Agent and updated as necessary.

Each full time permanent employee will be issued a purchase order by January 30 for that calendar year to use in the purchase of their pants. All new hires are required to complete a one (1) year probationary period from their hire on date prior to receiving pants.

Stipulations:

Only Carhartt pants appropriate for working conditions as per the authorized list at pre determined vendor.

Annual purchase of pants will not exceed $200. Anything over $200.00 will be the responsibility of the employee.

Multiple use of the purchase order isn’t permitted.

Only full time permanent employees are eligible for this purchase, upon completion of their provisional period.

Employees will be required to select pants on his or her own time.

No returns.

No rain checks.

The authorized pants list and above stipulations are subject to annual review for updating and agreement between the City and bargaining unit.
**MOHAWK ARMY/NAVY AUTHORIZED PANTS LIST**

<table>
<thead>
<tr>
<th>Style</th>
<th>Color</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loose Fit Canvas Carpenter Jeans</td>
<td>Navy, Charcoal, Golden Khaki</td>
<td>$39.99</td>
</tr>
<tr>
<td>Ripstop Cargo Work Pants</td>
<td>Desert, Dark Coffee, Moss Gravel</td>
<td>$44.99</td>
</tr>
<tr>
<td>Canvas Work Dungaree</td>
<td>Dark Khaki, Dark Olive, Tan,</td>
<td>$39.99</td>
</tr>
<tr>
<td>Denim Washed Work Dungaree</td>
<td>Blue</td>
<td>$32.99</td>
</tr>
<tr>
<td>Traditional Fit Jean</td>
<td>Blue</td>
<td>$34.99</td>
</tr>
<tr>
<td>Loose Fit Straight Leg Jean</td>
<td>Blue</td>
<td>$29.99</td>
</tr>
<tr>
<td>Relaxed Fit Straight Leg Jean</td>
<td>Dark Blue</td>
<td>$29.99</td>
</tr>
<tr>
<td>Washed Duck Dungaree/Flannel lined</td>
<td>Brown, Moss, Blue</td>
<td>$44.99</td>
</tr>
</tbody>
</table>

**All items will be discounted by 10%**
AGREEMENT

by and between the

CITY OF SARATOGA SPRINGS

and

CSEA, LOCAL 1000 AFSCME, AFL-CIO

City of Saratoga Springs DPW Unit of the
Saratoga County Local 846

January 1, 2017 through December 31, 2021
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AGREEMENT

THIS AGREEMENT made the 21st day of November, 2017, by and between the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO for the CITY OF SARATOGA SPRINGS DPW UNIT of the SARATOGA COUNTY LOCAL 848, hereinafter referred to as the "CSEA" and the CITY OF SARATOGA SPRINGS, NEW YORK, hereinafter referred to as the "CITY".

WITNESSETH

WHEREAS, the CSEA and CITY did enter into negotiations under the provisions of the "Taylor Law" and the Civil Service Law of the State of New York, and working conditions and certain terms and conditions were discussed at negotiations on several occasions, and

WHEREAS, an agreement was reached by and between the parties acceptable to the members of the CSEA and the City Council, and

WHEREAS, the CITY has previously recognized the CSEA Unit as the bargaining agent for the hourly employees of the Department of Public Works of said CITY,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I
DEFINITIONS

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

A. Employees - shall mean any person directly employed and compensated by the CITY, except persons employed in the legislative or judicial branch thereof.

B. Grievance - shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedure, regulations, administrative orders or work rules of the CITY or a department thereof, which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

C. Supervisor - shall mean the employee or officer on a level of authority above the employee in the department who normally assigns and supervises the employee's work and approves their time record or evaluates their work performance.
D. Days - shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this resolution.

ARTICLE II
APPLICABLE LAW

The Public Employees Fair Employment Act, and the local laws, ordinances, and regulations of the CITY of Saratoga Springs are to apply to this Agreement whenever possible unless inconsistent with the specific provisions hereof.

ARTICLE III
RECOGNITION

The CITY agrees that CSEA shall be the sole bargaining agent for the hourly employees of the Department of Public Works (herein after known as DPW) covered hereunder for the term of this Agreement.

The CITY shall deduct weekly from the wages of each employee and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its designated agent, regular membership dues and other authorized deductions for employees who have signed the appropriate payroll deduction authorizations permitting such deductions. There will be no additional authorized deductions for the period of this contract. The CITY agrees to deduct and remit such monies exclusively for the CSEA or its designated agent as the recognized exclusive negotiating agent for employees in this Unit.

The CITY agrees to provide the Civil Service Employees Association, Inc., a list of all employees in the bargaining unit which shall show the employee's name, address, social security number, job title, salary, and membership status. This shall be done on a quarterly basis during each year of the contract. However, it shall be the employees' responsibility to notify the CITY as to their current address and/or any change of address. All notices including payroll checks sent will be forwarded to the address last given by the employee and shall be deemed sufficient unless otherwise changed by the employee.

The CITY shall deduct from the wages of any employee who is not a member of the Union an amount equal to the amount of membership dues collected from union members pursuant to subdivision 3 of section 208 of the Civil Service Law and subdivision 3 of section 83-b of the General Municipal Law. The Union agrees to indemnify and hold harmless the CITY from any causes of action, claims, loss or damages incurred as a result of this clause or action including but not limited to attorneys fees in defense of any claims. The CITY or any of its officers and/or employees shall not be liable for any delay in carrying out such deduction.
ARTICLE IV
DURATION

The term of this Agreement shall be for five (5) years commencing on January 1, 2017 and ending on December 31, 2021, provided, however, that if the parties to such agreement have not executed a new Agreement by the aforementioned termination date, the Agreement shall continue in full force and effect until a successor Agreement is concluded.

ARTICLE V
WAGES - LONGEVITY

The wage schedules are attached hereto as Schedule A-1 through A-5. Effective January 1, 2017, there shall be a two percent (2%) increase to the 2016 schedule. On January 1, 2018, and each January 1 thereafter, there shall be a two percent (2%) increase for each of the next three (3) years.

Upon the completion of the years of service set forth in this Schedule, an employee will be paid a longevity step in accordance with the amounts set forth in this Schedule:

Upon ratification by both parties, the longevity schedule will be effective on January 1, 2018 as follows:

<table>
<thead>
<tr>
<th>LONGEVITY</th>
<th>STRAIGHT TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 YEARS SERVICE</td>
<td>$ 530.00</td>
</tr>
<tr>
<td>10 YEARS SERVICE</td>
<td>$ 780.00</td>
</tr>
<tr>
<td>15 YEARS SERVICE</td>
<td>$1,830.00</td>
</tr>
<tr>
<td>20 YEARS SERVICE</td>
<td>$2,080.00</td>
</tr>
</tbody>
</table>

And an additional Five Hundred Thirty Dollars ($530.00) for each five (5) years thereafter. (i.e. twenty five (25) years, thirty (30) years, thirty five (35) years, forty (40) years.

There shall be a One Dollar ($1.00) per hour increase for employees who hold a pesticide certification. There shall be a Twenty Five Cent ($.25) per hour increase for any employee who holds a current Commercial Driver’s License (CDL). For any reason an employee no longer holds one of these certifications, the increase in pay would cease at that point.

ARTICLE VI
GRIEVANCE - DISCIPLINE - DISCHARGE PROCEDURES

Section 1. The grievance procedure shall be that which was adopted by the CITY on September 17, 1963, as amended. Only the CSEA Officer or Representative will be allowed reasonable time off for the purpose of processing grievances.
Section 2. Grievance Procedure

Every employee of this Bargaining Unit shall have the right to present their grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of their own choosing at all stages of the grievance procedure. Timelines in the grievance procedure may be extended with mutual written consent by the CITY, the grievant, and the Union.

Initial Presentation

An employee or the Union who has a grievance shall present their grievance to the Deputy Commissioner, the Commissioner of Public Works or his/her designee in writing not later than twenty (20) days after the date on which the act or omission giving rise to grievance occurred or the date that the employee or Union became aware or should have become aware of the act or omission. The grievance shall specify the nature of the grievance, including the Article(s) and section(s) of the Agreement alleged to be violated. The Deputy Commissioner, the Commissioner of Public Works or his/her designee shall review the grievance and render a decision in writing to the grievant and a copy to their representative within ten (10) days of the receipt of the grievance.

Second Stage

If an employee or the Union presenting a grievance is not satisfied with the decision rendered at the initial stage, they may, within twenty (20) days of the receipt of the decision, submit the grievance to the Deputy Commissioner, the Commissioner of Public Works or his/her designee. The Commissioner, or his/her designee, shall review the grievance and schedule a meeting within twenty (20) working days between the grievant, their union representative, the CITY’s Human Resource Administrator, and themselves to meet and discuss the grievance as well as to attempt to reach a mutual agreement for the purposes of settling the dispute. If the meeting between the parties does not result in a written settlement of the dispute and the employee or the Union is not satisfied, the Commissioner of Public Works or his/her designee shall render a decision in writing to the grievant and a copy to the Unit President within twenty (20) days of the close of meeting between the parties.

Third Stage

If the union is not satisfied with the decision rendered at the Second Stage, they may, within twenty (20) days of the receipt of the decision or when said decision should have been received, submit the grievance to arbitration.

The matter shall be submitted to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board (PERB) in accordance with its rules and regulations.

The arbitrator’s decision shall be in writing and shall set forth their findings of fact and conclusions, and order which shall be final and binding on all parties.
The cost of services of the arbitrator, including expenses, shall be borne equally by the CSEA and the CITY.

Section 3. All disciplinary action, except written reprimands, is reviewable via the Grievance Procedure as outlined above. Disciplinary action that results in termination may proceed directly to the second stage of the grievance process within ten (10) working days after the notification of termination has been given to the employee in writing. Written reprimands may be submitted to an employee’s file only after a copy is given to the employee and the employee is given the chance to sign the memo for receipt purposes. The employee may also be allowed to respond to the written reprimand in writing which will then be submitted to the employee’s file as an attachment to the corresponding memo. Written reprimands are to be used for the purposes of encouraging positive change in the employee’s behavior and are not subject to the grievance procedure unless they propose additional discipline beyond the written reprimand.

Section 4. Prior to the imposition of discipline, a meeting will be held between the CITY and the employee at issue where the employee will be given (1) notice that disciplinary action is forthcoming, and (2) an opportunity to respond prior to its imposition. Except in emergency situations, written notice of the pre-disciplinary meeting shall be provided to the employee at least twenty-four (24) hours in advance of said meeting. The employee has the right to union representation at this pre-disciplinary meeting.

ARTICLE VII
OVERTIME

Section 1. All employees shall have the option of being paid at the rate of one and one-half (1-1/2) times their regular rate of pay or of receiving compensatory time off at the rate of one and one-half (1-1/2) hours for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. The workweek shall extend Sunday through Saturday.

If an employee chooses the option of receiving compensatory time off, he/she shall be allowed to accumulate up to a cap of eighty-eight (88) hours of compensatory time each calendar year to be used within said calendar year. Compensatory time can be replenished as often as it applies, and can only be used in blocks of at least one (1) hour or more in whole hour amounts. The employee will be paid for earned but unused compensatory time in the last paycheck in December of that year. Any other issues involving compensatory time shall be determined in accordance with the Fair Labor Standards Act.

Requests for compensation time utilization shall be submitted to the employee’s supervisor for the supervisor’s approval. A supervisor’s request will be submitted to the Deputy Commissioner, Commissioner of DPW or his/her designee for approval. A request for one (1) week or more of compensatory time must be submitted at least two (2) weeks prior to the commencement of said compensation use. The supervisor, Deputy Commissioner, the Commissioner of
DPW or his/her designee will notify the employee of approval or disapproval within one (1) week of the proposed request being received by the CITY. Requests for utilization of less than one (1) week (one (1) to four (4) days) of compensatory time must be submitted at least two (2) days prior to the beginning of the proposed compensation use and the supervisor, Deputy Commissioner, the Commissioner of DPW or his/her designee will notify the employee of approval or disapproval within one (1) day of the proposed request being received by the CITY. Employees must give at least one (1) day notice of the intention of using any part of one (1) day of compensatory time. Use of this compensatory time requires same day notice to the employee by the immediate supervisor, the Deputy Commissioner, or the Commissioner of DPW or his/her designee in the supervisor's absence. In all cases, in the absence of the supervisor, the Deputy Commissioner, Commissioner of DPW or his/her designee will approve or disapprove the request within the time frame previously written in this paragraph. If compensatory time is denied, a reason for the denial will be sent to the employee. Failure to respond by the CITY with any of these requests will lead to the presumption that the request is granted.

Section 2. Overtime shall apply to all employees regardless of their classification.

Section 3. In computing overtime in any case, for any employee, if a holiday falls within the workweek, it will be considered a workday for the purpose of computing overtime.

Section 4. In computing overtime in any case, for any employee, authorized leave shall be considered a work day for the purposes of computing overtime. If an employee is out on authorized leave and an overtime situation arises, they would not be contacted to come in until the list of employees “not on authorized leave” is exhausted.

Section 5. Commencing January 1, 1979, paid sick leave shall be considered a workday for the purpose of computing overtime.

Section 6. If an employee is called in on an emergency, he/she will be guaranteed two (2) hours at the overtime rate of pay.

Section 7. If an employee who is called back to work reports within one-half (1/2) hour from the time he/she is called, he/she shall be paid at the overtime rate from the time he/she was called.

Section 8. The Union pledges on behalf of its members that they shall accept necessary overtime assignment occurring before and after the regularly scheduled working day, and that they shall consider CITY's requirements for such overtime as paramount to their personal convenience.

Section 9. Overtime shall first be distributed to the crew that normally does the work. Within the crew overtime shall be distributed on a rotating basis by crew seniority, which shall be defined by length of service on the crew regardless of
title. In the event that no crew member is available or interested in the overtime, the crew supervisor shall have discretion to call employees from alternate crews. Only employees in the bargaining unit shall perform those duties assigned to their respective titles and those employees outside the bargaining unit shall be prohibited from performing exclusive bargaining unit work.

ARTICLE VIII
VACATIONS

Section 1. Employees covered hereunder shall be entitled to a vacation period as of January 1, 2018 as follows:

Upon completion of 1 year service - 10 days vacation
Upon completion of 5 years service - 15 days vacation
Upon completion of 10 years service - 20 days vacation
Upon completion of 15 years service - 25 days vacation
Upon completion of 20 years service - 30 days vacation

The anniversary date, the date hired as a full-time permanent employee, shall be used in determining vacation eligibility. Accrued vacation should be taken within the twelve (12) month period following the anniversary date of his/her employment. At the end of that twelve (12) month period, any unused vacation accruals may be accumulated as sick leave.

No vacation shall accrue until completion by the employee of twelve (12) months of employment. Vacation periods thereafter shall accrue only upon completion of such twelve (12) months of employment. That is to say that an employee shall earn vacation time after the first twelve (12) months of employment, and is entitled to ten (10) days vacation.

Requests for vacation utilization shall be submitted to the employee’s supervisor for the supervisor’s approval. A supervisor’s request will be submitted to the Deputy Commissioner, the Commissioner of DPW or his/her designee for approval. A request for one (1) week or more of vacation must be submitted at least two (2) weeks prior to the commencement of said vacation and the supervisor, Deputy Commissioner, the Commissioner of DPW or his/her designee will notify the employee of approval or disapproval within one (1) week of the proposed beginning of the vacation. Requests for utilization of less than five (5) days vacation must be submitted at least two (2) days prior to the beginning of the proposed vacation and the supervisor, Deputy Commissioner, the Commissioner of DPW or his/her designee agrees that the employee will be notified within one (1) day of the request being received. Employees must give at least one (1) day notice of the intention of using any part of a vacation day to the supervisor, the Deputy Commissioner, the Commissioner of DPW or his/her designee in the supervisor’s absence. In all cases in the absence of the supervisor and/or the Deputy Commissioner; the Commissioner of DPW or his/her designee will approve or disapprove these requests within the time frame previously written above. In all cases, if vacation is denied, a reason for denial will be given to the employee. Failure to respond by the CITY will lead to the
presumption that the request is granted. Vacation time must be taken in minimum of one (1) hour increments.

Section 2. For computing time in service for employees with a broken history of employment in the bargaining unit: If an employee is laid off or on a leave of absence, and returns to work as a full-time employee, time in service will not be broken for the purpose of vacation if the employee returns to full-time employment within twelve (12) months. However, no vacation days will be earned on time not on the payroll or paid at less than full pay.

Section 3. If an employee retires or resigns with reasonable notice (at least two (2) weeks), the employee shall be entitled to payment for vacation days accrued per their anniversary date and prorated for vacation time accumulated from their anniversary date to the day of retirement.

Section 4. If a holiday(s) falls within the requested vacation period, the vacation of the affected employee shall be extended by the holiday(s) falling within such period.

Section 5. If an employee becomes ill while on vacation, such employee shall be allowed to use his/her sick leave for such illness and have his/her vacation leave credited with the number of sick days used. Such employee shall provide a doctor's statement of illness within two (2) days of his/her return to work.

Section 6. If a death occurs in the immediate family of an employee while such employee is on vacation, the employee shall be allowed to use his/her bereavement leave as provided in this Agreement and have his/her vacation leave credited with the number of bereavement leave days used. The office shall be notified of such bereavement by the employee.

In each of the above instances, the employee shall be allowed to reschedule their vacation.

Section 7. Any employee that is laid off shall be compensated by the second pay period following lay off.

Section 8. Upon the death of an employee his/her designated beneficiary shall receive all vacation credits in cash as an employee's death benefit.

ARTICLE IX
SICK LEAVE

Section 1. All employees covered hereunder shall be entitled to sick leave with pay at the rate of twelve (12) days per year, exclusive of Sundays and holidays, for each year of their employment. Sick leave is computed at one (1) day per month. Employees may use sick leave in no shorter than one (1) hour increments. Sick leave may be accumulated up to a maximum of one hundred eighty (180) days. Upon termination of employment, one hundred twenty (120) days is the maximum that may be applied to Section 6 of this Article.
Section 2. Sick leave is earned on time actually worked or while on vacation. Sick leave is not earned when more than one-half (1/2) of the working days of any calendar month are spent on disability leave, sick leave, worker's compensation leave or any other leave from employment.

Section 3. An employee who is absent because of illness or disability for more than two (2) consecutive days may be required by their supervisor to provide a physician's statement of sickness or disability. In the event a pattern of sick leave abuse is suspected by the supervisor, a physician's statement may be required at any time. Any employee that has more than two (2) years service and fewer than eighty (80) hours of sick leave, without previous extenuating medical circumstances, must have a doctor's note should they call in sick immediately before or after a holiday.

Section 4. At the beginning of each year, each employee will contribute one (1) sick leave day to the Extended Disability Leave Bank. Such contributions shall continue until the Extended Disability Bank reaches at least a number of days equivalent to two (2) times the number of employees in the bargaining unit. Whenever the bank drops below twice the number of employees in the unit, the bank will be replenished in the succeeding January.

Section 5. Employees may draw from the Extended Disability Leave Bank until it is exhausted, by meeting the following requirements:

The employee's accumulated sick leave is exhausted.

A. The employee provides medical documentation acceptable to the City Council and the Union Executive Board of the extended nature of the disability.

B. The CITY or the Union may require an examination of the employee by its physician.

C. Individual withdrawals may not exceed the equivalent number of accumulated sick leave days in the employee's account at the end of the previous calendar year. Maximum benefits for combined individual and sick bank account cannot exceed twelve (12) months.

D. The CITY and the Union reserves the right to withhold extended benefits when medical documentation submitted is not acceptable to the CITY or the Union, or it is the opinion of the CITY or the Union, that the employee is entitled to disability retirement or employee is eligible for normal retirement pension.

Section 6. Cash payments will be made for accumulated sick leave remaining in an employee's individual account upon the following basis: at termination of employment; at retirement; resignation; or upon death of the employee while in the employ of the City (payments shall be paid to the employee's beneficiary or estate):

A. Employee hired after January 1, 1981:
One hundred percent (100%) of the first thirty (30) days, twenty five percent (25%) of the remaining days up to a maximum of one hundred twenty (120) days. Reduced by the number of sick days used in excess of twelve (12) during last twelve (12) months of employment.

B. Employee hired before January 1, 1981:

Shall be subject to paragraph A of this Section, except that the cash payment shall be paid at the rate of one hundred percent (100%) for the full accumulated balance.

C. Effective July 1, 2012, employees who retire will have the opportunity to either continue the benefits of Section 6 (a) and/or (b) of the DPW unit or apply the same dollar amount to their portion of the individual’s payment of the health insurance premium. The employee can choose to allocate all or part of the sick leave buyout toward his or her health insurance premium contribution.

Section 7. Effective for employees hired on or after October 1, 1984, the completion of seven (7) continuous years of full time employment with the City shall be required in order to be eligible for such cash payout provided above.

Section 8. The City may grant up to four months child-rearing leave to any full time permanent employee. Such leave shall be without pay and shall not be unreasonably denied.

Section 9. Provisions of the Family and Medical Leave Act shall be applicable to bargaining unit personnel. Employees taking leave pursuant to the Family and Medical Leave Act due to their own serious health condition shall be required to use their accrued sick time during such leave.

Section 10. The CITY adopted, by Resolution on April 2, 2002, Section 41(l) of the New York State Retirement and Social Security Law allowing credit of up to one hundred and sixty five (165) days for unused sick time.

ARTICLE X
BEREAVEMENT - PERSONAL LEAVE

Section 1. The policy of allowing employees three (3) consecutive work days off per death in their immediate family is instituted. However, employees shall have the option to use those three (3) days in the following manner: two (2) consecutive days and one (1) nonconsecutive day off per death in their immediate family. The one (1) nonconsecutive day must be used within six (6) months of said death. If the employee retires prior to using the nonconsecutive day, that employee then loses the day. Immediate family shall be defined as mother, father, sister, brother, son, daughter, spouse, aunt, uncle, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, step-child, or other persons living in the household of the employee.
Section 2. Upon the death of an employee, his/her designated beneficiary shall receive cash payment for all personal leave credits.

Section 3. Employees shall be granted five (5) days for personal leave at the beginning of each calendar year. All personal days will be prorated for new hires. Personal leave may be used in a minimum of two (2) hour increments (i.e. two (2) hours, four (4) hours, six (6) hours). Unused personal days will not be paid out upon retirement, resignation, or termination of employment. Such personal days will not be deducted from sick leave. Requests for personal leave utilization shall be submitted to the employee’s supervisor for the supervisor’s approval. A supervisor’s request will be submitted to the Deputy Commissioner, the Commissioner of DPW or his/her designee for approval. Requests for utilization of less than one (1) week (one (1) to four (4) days) of personal time must be submitted at least two (2) days prior to the beginning of the proposed use and the supervisor, Deputy Commissioner, the Commissioner of DPW or his/her designee will notify the employee of approval or disapproval within one (1) day of the proposed request being received. Employees must give at least one (1) day notice of the intention of using a personal day. Use of personal leave less than one (1) day requires same day notice to the immediate supervisor, or Deputy Commissioner, or the Commissioner of DPW or his/her designee in the supervisor’s absence. In both these scenarios the employee’s supervisor, or Deputy Commissioner, or the Commissioner of DPW or his/her designee agrees to notify the employee within the same day. In all cases, in the absence of the supervisor, the Deputy Commissioner, Commissioner of DPW or his/her designee will approve or disapprove these requests within the time frame previously written in this paragraph. If personal leave is denied, a reason for denial will be sent to the employee. The CITY will not reasonably deny the use of personal leave. Failure to respond by the CITY with any of these requests will lead to the presumption that the request is granted. Personal days not used in any calendar year shall be credited to accumulated sick leave.

Section 4. Employees shall not take care of or conduct any personal business during work time without authorization from the Deputy Commissioner, or Commissioner of DPW or his/her designee.

**ARTICLE XI**

**WORKDAY – WORKWEEK**

Section 1. Workday - The workday for the day shift shall commence at 7:00 AM and conclude at 3:30 PM. The workweek for the day shift shall be Monday through Friday. The workday for the night shift shall commence at 2:00 PM and conclude at 10:30 PM.

Section 2. Paving Days - On paving days, the workday for employees in the Streets and Highway Departments shall commence at 6:00 AM and conclude at 2:00 PM. The CITY shall notify affected employees by the close of business on Friday of a change in workday schedule for paving purposes for the next work week. If a paving day is declared for any one (1) day of the work week, then the
workday schedule for the entire week shall be from 6:00 AM until 2:00 PM except that if paving days are canceled because of inclement weather, in which event the normal workday hours will be observed.

Section 3. It is understood that Management may require a change in the above schedule for individual types of operations by crew (i.e., leaf pick-up). Management will not change the above workday/workweek without five (5) days notice to CSEA. No schedule change will be made for the purpose of avoiding overtime.

Section 4. Any employee hired on a shift basis shall not be subject to the above schedule.

Section 5. On workdays during seasons when employees who operate Sanders and Sweepers are regularly scheduled to commence work at times other than the normal starting time as stated in Section 1 of this Article, the regular workday shall conclude eight (8) hours after the starting time.

Changes in the regular workday as stated in Section 1 of this Article shall be done in consultation with the CSEA Unit President.

Section 6. During the workday, a break will routinely be taken from 9:00 AM to 9:20 AM only for day shift; and 4:00 to 4:20 PM for the night shift; however, management reserves the right to change the break time if extenuating circumstances exist.

Section 7. The lunch break shall be from 12:00 PM until 12:30 PM for the day shift and from 7:00 PM until 7:30 PM for the night shift. However, on such days that the CITY requires employees to work through the employee’s one-half (1/2) hour lunch period, the employee will take the one-half (1/2) hour prior to the end of the regular scheduled work day.

Section 8. In such instances that the day crew is assigned to work 4 AM-12:30 PM for snow removal, the night crew shall have the option to work 1 PM-9:30 PM. However, if more inclement weather is predicted, management may require that the night crew hours remain at 2 PM-10:30 PM.

Section 9. The night crew shall have the option to request Easter Sunday off, conditioned that the employee will be required to work on a scheduled day off later in the same workweek.

Section 10. Weekend hours for night crew employees shall be 7 AM-3:30 PM subject to the conditions set forth in Section Eleven (11) of this Article.

Section 11. Nothing contained in Sections Nine (9) and Ten (10) of this Article shall preclude the Commissioner of Public Works and/or his designee from changing the workday/workweek subject to operational needs and a minimum of forty-eight (48) hours written notice.
ARTICLE XII
LAYOFF - BUMPING - RECALL

Section 1. Definitions

A. Seniority shall be defined as the length of continuous service with the CITY from the date of hire of the employee.

B. Title Seniority shall be defined as the length of continuous service of an employee since entry of such employee into the title.

C. Departmental Seniority shall be defined as the length of continuous service of an employee since entry of such employee into the department.

Section 2. Title seniority shall be a governing factor in shift scheduling while departmental seniority shall govern scheduling of vacation.

Section 3. Layoff, Bumping and Recall

For purpose of layoff of non-competitive and labor class employees, the employee(s) with the least title seniority shall be first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted their seniority in their current title, the laid off employee shall exercise their departmental seniority to displace an employee in a lower job title with the department in the inverse order of layoff. The CITY shall notify the employee of their recall by registered mail with return receipt requested at the employee’s last known address. Such recall notification must be acknowledged by the employee within seven (7) working days of receipt. Employees laid off for over one (1) year shall be considered terminated and removed from the recall list.

All part-time employees in each title shall be laid off prior to the layoff of permanent employees in that title.

Permanent employees being laid off shall be offered position held by part-time employees in the order of titles at said rate of pay.

Section 4. As used in the above paragraph, continuous service shall include those periods when an employee is on the CITY’s payroll and those periods when an employee is:

A. On leave of absence,
B. On layoff,
C. Absent from and unable to perform the duties of their position by reason of disability resulting from occupational injury or disease, and
D. Such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee’s continuous service.

Section 5. Subject to applicable provisions of the Civil Service Law, if any, an employee loses their seniority only when one of the following occurs:
A. They resign (unless they are reinstated within the period permitted by any provision of the Civil Service Law applicable to them).
B. They are discharged, and
C. They retire or refuse a recall, or provisions provided in Section 3 above.

Section 6. All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall.

Section 7. The CITY shall provide the Union with a list containing title, department and CITY-wide seniority dates of each employee within thirty (30) days of the execution of this Agreement. Any dispute concerning the seniority dates shall be submitted to final and binding arbitration for resolution.

Section 8. The parties to this contract agree to work out layoff units. Such units shall become a part of and included in this Article.

Section 9. The CITY shall give reasonable notice of intention to CSEA representative that there will be a layoff.

Section 10. Any employee that is laid off shall be compensated by the second pay period following lay off.

ARTICLE XIII
PERMANENT PART-TIME EMPLOYEES

Section 1. The CITY of Saratoga Springs Department of Public Works shall continue to employ permanent part-time employees however, those employees shall not be placed in the bargaining unit and are not eligible for benefits contained in this Agreement.

Section 2. The CITY of Saratoga Springs Department of Public Works affirms that current full-time bargaining unit positions shall not be reduced and/or replaced by permanent part-time employees.

Section 3. When full-time bargaining unit positions become vacant, and employees are being considered for promotion, full-time bargaining unit employees shall receive first consideration subject to the provisions contained in Article XV Promotions & Transfers of this Agreement.

Section 4. Available overtime, subject to the provisions of Article VII Overtime shall be first offered to full-time bargaining unit employees who normally do such work, prior to being offered to permanent part-time employees, except for in cases of snow emergencies.

ARTICLE XIV
HOLIDAYS

Section 1. The covered employees are entitled to the following holidays:
New Year’s Day
Martin Luther King Day
President’s Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day at the November General Election
Veteran’s Day (Federal Holiday)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

When a holiday falls on a non-workday, employees may observe that paid holiday on a workday either before or after a holiday.

When a holiday or the legal day of observance falls on a Saturday, the holiday will be taken and celebrated on a Friday; if the said holiday falls on a Sunday, the holiday will be taken and celebrated on a Monday.

Section 2. To be entitled to a holiday, an employee must work or be on authorized leave the scheduled workday immediately before and after a holiday. In cases where the CITY suspects consistent problems of abuse of sick leave, the Commissioner of Public Works may require a doctor’s affidavit to verify sick leave absence taken by an employee on the scheduled workday immediately before or the scheduled workday immediately after a holiday.

**ARTICLE XV**

**PROMOTIONS AND TRANSFERS**

Section 1. Promotions

A. When vacancies occur for any promotional opportunity, the position shall be posted for five (5) working days. The posting shall contain the title, qualifications, and description of duties. The CITY shall fill all posted positions as soon as practicable upon the close of the posting or notify the Association in writing for the reasons a posted vacancy will not be filled.

B. When a promotional opportunity becomes available in a title covered under this Agreement, all employees employed on other than part time or provisional basis in the Department shall be allowed to apply.

C. If two (2) or more employees apply for the position(s), the following procedure shall apply:

1. The CITY shall determine which employees are qualified or unqualified for the positions.

2. Employees shall be treated as qualified or unqualified. Unqualified employees shall receive written notice of rating and reasons therefore, within seven (7) calendar days of the last day of posting.

3. The CITY shall select from the three (3) most senior qualified employees.
Section 2. Transfers

Employees shall not be laterally transferred for the reasons of disciplinary actions, but may be transferred as deemed necessary by Management.

Section 3. Within ten (10) working days, the Unit President shall receive a copy of any job description within the bargaining unit that is modified by City Civil Service Commission.

ARTICLE XVI
CHANGE IN TITLES

The CITY agrees that in the event an employee is used in a job or assigned duties which carry a higher grade than that which they are normally assigned to, the employee will be paid at the higher rate of pay for that particular job or temporary assignment. After thirty (30) days in the higher position, the position shall be discussed between the Union and the Management.

ARTICLE XVII
PAYDAY

All employees in the Bargaining Unit shall be paid on Friday of each week prior to twelve noon.

If a holiday falls on a Friday or is celebrated on a Friday, payday shall be the preceding Thursday.

ARTICLE XVIII
SEPARABILITY

In the event any of the provisions of this Agreement are declared void or invalid by a court of competent jurisdiction, then that shall have no effect nor render any other provisions of this Agreement invalid.

ARTICLE XIX
HOSPITALIZATION

Section 1. Effective July 1, 2012, employees hired prior to June 5, 2001, shall contribute Five Hundred Dollars ($500) annually to his or her health insurance plan and into retirement. Employees hired after June 5, 2001 and prior to January 1, 2005 shall contribute ten percent (10%) toward the cost of the premium. Employees hired on or after January 1, 2005 shall contribute twenty percent (20%) toward the cost of the premium. These employees will begin payment of the plan at twenty percent (20%) after the signing of this Agreement. Each employee hired on or after June 5, 2001, shall not contribute more than Four Thousand Dollars ($4,000) per year.

Section 1a. Employees hired prior to June 5, 2001, and who retire prior to July 1, 2012, shall continue to be provided fully paid health insurance after retirement. Effective July 1, 2012, employees who retire will pay the health insurance
premium at the same rate as they did when they were active employees on the
date of retirement.

Section 1b. Employees hired after June 5, 2001 shall also receive health
insurance upon retirement subject to the same terms identified in Section 1 of
this Article and also conditioned that the employee must complete twenty (20)
years of service with the CITY, be employed by the CITY at the time of retirement
and be eligible to retire under the NYS Employees' Retirement System.

Section 1c. Retirees permanently residing outside of the State of New York shall
be entitled to enroll in any of the plans in the area that the retiree is residing, in
accordance with plan specifications, or in a plan of their own choosing that is
available in their area with the CITY paying premiums up to the amount of the
highest current plan premium offered for their tier.

Section 1d. All employees shall be offered the MVP Co-Plan 25 HMO as the
sole plan. The CITY shall provide the plans to the employees of this bargaining
unit, their dependents, and retired members of the bargaining unit, and their
dependents at the CITY's own expense. The CITY will provide such medical
coverage for the widow or widower of an employee for either three (3) years or
until remarriage, whichever occurs first. The CITY may offer different HMO's
than those currently in existence subject to the approval of the DPW Unit of
CSEA, which approval shall not be unreasonably withheld if the plan is
substantially equivalent. The CITY shall notify the DPW Unit of CSEA of a
potential health plan alteration a minimum of ninety (90) days before any change
in the health plan is made. If a genuine dispute arises regarding the potential
health plan being "substantially similar" then an expedited arbitration proceeding
shall be conducted. An arbitrator shall be selected pursuant to the procedures
established by PERB. The arbitrator shall hear arguments and render a decision
no more than thirty (30) days after the process (i.e., the decision to go to
arbitration on the issue) has been initiated.

Section 1e. For all retirees not eligible for Medicare residing within the
geographic network served by MVP, the CITY will offer the MVP Co-Plan 25
HMO as the sole plan. For all dependents of deceased retirees not eligible for
Medicare residing within the geographic network served by MVP, the CITY will
offer the MVP Co-Plan 25 HMO as the sole plan. For all retirees not eligible for
Medicare residing outside the geographic network served by MVP, the CITY will
offer the MVP Preferred PPO Plan as the sole plan. For all dependents of
deceased retirees not eligible for Medicare residing outside the geographic
network served by MVP, the CITY will offer the MVP Preferred PPO Plan as the
sole plan. For all Medicare eligible retirees, and dependents of deceased
retirees eligible for Medicare, residing within the geographic network served by
MVP, the CITY will offer the MVP Medicare Advantage Preferred Gold as the
sole plan.

For all Medicare eligible retirees, and dependents of deceased retirees eligible
for Medicare, residing outside the geographic network served by MVP, the CITY
will offer the MVP Preferred PPO Plan as the sole plan.
Section 2. The CITY agrees to pay one hundred percent (100%) of the cost of the CSEA Employee Benefit Fund Vision Plan Platinum 12 for all employees, their dependents and their families.

Retiree Vision: Coverage under the CSEA Employee Benefit Fund Retiree Vision Plan administered by the CSEA Employee Benefit Fund shall be available to any member of the CSEA bargaining unit who retires and meets the following criteria:

a. The member retires directly from employment with the CITY;

b. The member has coverage under a Fund sponsored vision plan on or after January 1, 2017.

c. The member agrees in writing to comply with all requirements of the Fund which are applicable to retiree coverage at the time of his or her application to the Fund for retiree coverage.

d. The member agrees in writing to pay for any and all premium for coverage under the Plan.

Section 3. The CITY agrees to provide dental plan(s), within ninety (90) days of the signing of this Agreement, which employees may participate in, at the sole expense of the employee.

Section 4. In the event of the death of an active or retired employee, the CITY agrees to pay one hundred percent (100%) of the cost of the aforementioned health insurance plans for the employee's spouse and dependents for three (3) years or until the spouse remarries so long as the spouse is not covered by another insurance plan. At the conclusion of the three (3) years, the surviving spouse and dependents may continue to participate in the CITY's Health Insurance Plan by reimbursing the CITY an amount not to exceed a group rate for the CITY's plan.

Section 5a. Effective April 1, 2011, an employee may elect not to participate in a plan of medical and health insurance benefits provided under this Agreement and such employee shall be eligible to receive a payment of Three Thousand Dollars ($3,000) for family coverage per calendar year, Two Thousand Five Hundred Dollars ($2,500) for two (2) person coverage per calendar year, or Two Thousand Two Hundred Dollars ($2,200) for single (1) coverage per calendar year. No employee shall be eligible to receive such payment unless the employee shall have presented proof to the Insurance Administrator that such employee and such employee's dependents are covered by a comparable plan of medical and health insurance benefits provided by the CITY.

Section 5b. Payments shall be made on a quarterly basis as follows: first quarter paid on or before June 30, second quarter paid on or before September 30, third quarter paid on or before December 31 and fourth quarter paid on or before March 31 of the following year. The parties understand that participation in a plan of medical and health insurance is mandatory. An election not to be covered shall be made in the month of December of each year in writing to the
Insurance Administrator pursuant to the regulations of the plan in effect together with evidence of coverage of such employee and such employee’s eligible dependents under a comparable plan of medical and health insurance benefits.

Such employee must promptly notify the CITY of a termination of alternative medical and health insurance benefit coverage. In the event that an employee re-enrolls in a health insurance program, the employee shall be permitted a prorated portion of the Three Thousand Dollars ($3,000) for family coverage, Two Thousand Five Hundred Dollars ($2,500) for two (2) person coverage, or Two Thousand Two Hundred Dollars ($2,200) for single (1) coverage payment, but shall not be permitted to again opt out of the insurance program during that calendar year.

Section 6. The CITY may offer a different health plan which is substantially similar to the existing plan subject to the approval of CSEA, which approval shall not be unreasonably withheld if the plan is substantially equivalent. The CITY shall notify CSEA of a potential health plan alteration a minimum of ninety (90) days before any change in the health plan is made. If a genuine dispute arises regarding whether the potential health plan is substantially similar, then an expedited arbitration proceeding shall be conducted. An arbitrator shall hear arguments and render a decision no more than thirty (30) days after the process (i.e., the decision to go to arbitration on the issue and selection of an arbitrator) has been initiated.

Section 7. In the event that federal or state legislation rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation impact in any way the health insurance plans, costs or benefits provided for in this Agreement, either party may reopen negotiations on the issues of wages and health care, upon ten (10) days written notice. The parties hereby agree that, while negotiations are pending, the CITY may implement changes necessary to comply with federal and/or state laws, rules, and regulations after prior written notice to CSEA.

**ARTICLE XX**

**RETIEMENT**

All employees are covered by the New York State Employees’ Retirement System known as 75(i) with Section 41(j) available to the employee as stated in the Resolution adopted by the CITY on April 2, 2002. Any permanent full time Employee of the Department of Public Works who provides the CITY six (6) months written notice prior to retiring shall receive a one-time One Thousand Dollar ($1,000.00) retirement incentive upon retirement. Any Employee who provides the CITY one (1) year written notice prior to retiring shall receive a one-time Two Thousand Dollar ($2,000.00) retirement incentive upon retirement. To qualify for the retirement incentive, the written notice must specify the respective employee's date of retirement, be provided by signed memorandum to the Commissioner of Public Works, as well as the Deputy Commissioner of Finance and the employee must in fact retire on the date specific in the written notice.
ARTICLE XXI
INSURANCE

Section 1. The CITY will furnish at its expense a Five Thousand Dollar ($5,000.00) life insurance policy to all employees who are regularly employed by the Participant CITY in the usual course of their business and who work at least the number of hours per week established by such CITY as the normal workweek, but in no event, less than thirty (30) hours per week and who have been employees for one (1) full year. This insurance shall cease when the employee retires or leaves employment with the CITY.

Section 2. Active employees who reach their sixty-fifth (65th) birthday shall have coverage reduced to Three Thousand Dollars ($3,000.00).

Section 3. All bargaining unit personnel (excluding temporary, seasonal and part-time) shall receive disability insurance paid by the CITY.

ARTICLE XXII
PAST PRACTICES

All rules, regulations and working conditions granted and allowed by the CITY, within the past three (3) years, unless specifically mentioned and covered in this Agreement, shall remain in full force and effect during the life of this Agreement.

ARTICLE XXIII
LEGISLATIVE ACTION

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

ARTICLE XXIV
CLOTHING - TOOLS - EQUIPMENT

Section 1. Uniforms
The CITY shall furnish to all permanent full time employees, ten (10) sets of uniforms per year, per person to the following: Automotive Mechanics and Sweeper Operators however, said employees may opt to use the pants voucher in lieu of the uniform pants as otherwise provided as outlined in Section 8 below.

Section 2. The CITY shall provide to all permanent full time employees, "City of Saratoga Springs DPW" lime colored long and short sleeved t-shirts enhanced with the Department of Public Works logo (on an as needed basis and within reason).
Section 3. Rain gear shall be issued to each employee. Employees will bring assigned rain gear with them. Travel to home and back will be on employee’s time.

Section 4. Employees shall sign for tools, equipment and/or rain gear obtained at the time of such issuance from the CITY.

Section 5. The CITY agrees that the bargaining Unit President may utilize his/her CITY issued cell phone for Union business, without cost or reimbursement, subject to reasonable use.

Section 6. Footwear and Jackets
The parties agree to meet before December 31, 2017 to update the existing boot policy and incorporate a jacket policy.

Section 7. Procurement of Pants
Pants will be purchased from a pre-approved list from a designated vendor established in cooperation by the Union and CITY.

Each permanent full time employee will be issued a purchase order by January 30th for that calendar year to use in the purchase of their pants. Purchase of pants for 2017 will be issued a purchase order prior to December 31, 2017. All new hires are required to complete a one (1) year probationary period from their date of hire prior to receiving pants.

Section 8. All new hires are required to complete a one (1) year probationary period from their date of hire prior to receiving any and all parts of the uniform, jackets, boots and pants. However, this rule can be waived at the discretion of the Commissioner of Public Works.

ARTICLE XXV
NEGOTIATIONS

Two (2) CSEA members shall be chosen by the CSEA President to serve on the negotiating team. These employees shall be excused from their normal work assignment during negotiation meetings and they shall continue to receive pay for all hours spent on this Committee during the normally scheduled workday, but shall not receive overtime for time relating to negotiations.

ARTICLE XXVI
MISCELLANEOUS

Section 1. Salary Plan Rules
A. All new employees hired after the signing of this agreement shall be placed at the starting pay for the position to which they are hired in the corresponding salary plan year. These employees shall proceed through the steps of the salary plan in future years on their anniversary date.
B. An employee will move to the next step, if another step is available on the salary plan, after two (2) years in the previous step, other than laborers who shall be advanced a Step after one (1) year.

C. An employee may be promoted according to the procedures listed in Article XV and should be placed at a step which would reflect at least a three percent (3%) increase in the employee's hourly wage. The employee would then proceed through the steps, if another is available on the salary plan, on the date of the most recent promotion according to Letter C of this Article.

D. The terms of this Agreement are that the salary plan will increase by two percent (2%) beginning on January 1, 2017; and will increase two percent (2%) on January 1 for each of the next 4 years thereafter. Each employee's hourly wage will increase according to these increases as well as any step increases as outlined in this Article.

Section 2. Leave Without Pay

Employees may request days off as leave without pay. Said requests must be submitted in writing to the Deputy Commissioner, the Commissioner of Public Works or his/her designee at least one (1) week in advance of the desired leave. The CITY retains the right to grant or deny said unpaid leave requests and making such a request in no way guarantees leave without pay. The foregoing time limits and requirements can be waived by the Deputy Commissioner, the Commissioner of Public Works or his/her designee for good cause shown.

Section 3. Random Drug and Alcohol Testing

As of the signing of this Agreement, all employees shall be subject to random drug and alcohol testing as per the procedures set forth in CDL regulations. The first time an employee tests positively, they will be required to complete and pay for a counseling program. If an employee tests positively for a second time within two (2) years from the first positive test, the employee will be terminated. An employee who tests positive outside of the two (2) year limit will be considered a first offense. The parties shall create a joint labor management committee to create policies and disciplinary procedures to bring the unit into compliance with the Omnibus Transportation Employee Testing Act of 1991, associated with controlled substances, and alcohol testing violations. The committee shall be formed within sixty (60) days of signing this Agreement and procedure and policies created within sixty (60) days of the committee's formation.

ARTICLE XXVII
RETROACTIVITY

Except as stated herein, all terms and conditions of employment, including wages, are retroactive to January 1, 2017. Retroactive wages shall be given to employees in a separate check. Retroactive vacation increases earned according to the schedule outlined in Article VIII – VACATIONS, will be paid in a lump sum and included in the employee's retroactive wage check.
ARTICLE XXVIII
COMPENSATION

An employee who is hurt or injured on the job shall elect in writing whether he/she desires to use his/her paid accumulated sick leave for the period of disability or whether he/she desires the weekly benefit check as provided under Worker’s Compensation Law. Such statement shall be filed with his/her supervisor, the Deputy Commissioner, the Commissioner of DPW or his/her designee and transmitted to the Finance Office. In the event that the employee elects to take sick leave with pay or extended disability days, when such reimbursement check is received by the Finance Commissioner, the employee’s sick leave shall be adjusted in accordance with the following formula but not to exceed the amount of days in the individual sick leave account at the beginning of such injury or accident.

Weekly Worker’s Compensation check benefit divided by employee’s daily rate of pay equal the number of sick leave days per week returned to the nearest half day. Lump sum settlement for injury or disability shall be retained by the employee.

ARTICLE XXIX
MANAGEMENT RIGHTS CLAUSE

The Management of the Department and the direction of the working forces are vested exclusively with Management. Management retains the sole right to hire, discipline, discharge, layoff, assign, promote and transfer employees, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this contract.

ARTICLE XXX
DISCIPLINE - DISCHARGE

Employees are entitled to retain their jobs on the basis of good behavior, efficiency and honesty. The Department shall have the right to discipline or discharge any employee who fails to meet the foregoing condition and particularly, but without limitation, may discharge an employee because of the use of intoxicating liquors and/or illegal drugs during working hours (including lunch hour), alcoholic beverages and/or illegal drugs in CITY owned vehicles, excessive absenteeism, absence without leave, dishonesty, insubordination, habitual tardiness, neglect or carelessness resulting in damage to Department property, or equipment, violation of safety rules, violation of Department and working policies, sleeping while on duty, or for any other just cause.

ARTICLE XXXI
ASSOCIATION RIGHTS

Section 1. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the CITY.
Section 2. The CITY agrees that each employee, upon twenty-four (24) hour written notice, shall be allowed to examine any record pertaining to the employee's personal history and employment. Said employee shall have the right to have a CSEA representative present at any such review.

Section 3. Employees elected as Unit Officers (President, Vice-President, Secretary, Treasurer) or employees designated by CSEA to participate in adjusting grievances or attending Labor/Management meetings shall be allowed a reasonable amount of time from their regular duties to participate in those processes without charge to their accruals or to the Union Administrative Leave as stated in Article XXXII of this Agreement. The names of employees elected or designated to perform these duties shall be filed with the CITY.

ARTICLE XXXII
UNION ADMINISTRATIVE LEAVE

The CSEA Saratoga Springs Department of Public Works shall receive a total of five (5) days paid leave per year for the purpose of conducting CSEA business. Requests for such leave shall be made at least forty eight (48) hours in advance of taking such leave by giving notice to the employee's immediate supervisor.

ARTICLE XXXIII
AMERICANS WITH DISABILITIES ACT COMPLIANCE

With respect to compliance by the CITY with the provisions of the Americans with Disabilities Act, the union agrees that it shall have the same obligations as the CITY with respect to a reasonable accommodation.

With respect to any CITY attempt to reasonable accommodation in accordance with provisions of the Americans with Disabilities Act and regulations issued pursuant to the Act, the Union shall have an affirmative obligation to assist the CITY in achieving any such accommodation.

ARTICLE XXXIV
PROCEDURE FOR DUE PROCESS HEARINGS

Where the CITY is required to negotiate the procedures for a due process hearing, the following shall be the negotiated procedures utilized:

The CITY may appoint a Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. The award may be appealed by the CITY or the employee pursuant to Article 78 of the Civil Practice Law and Rules. Such hearing officer may be a CITY employee provided such employee is unrelated to the case and the Department.
ARTICLE XXXV  
JOB ABANDONMENT

An employee absent from work without appropriate notification for two (2) consecutive workdays shall be deemed to have resigned from his/her position. Appropriate notification after exhausting paid leave shall mean direct contact with the Deputy Commissioner, the Commissioner of Public Works or his/her designee, in writing.

CITY OF SARATOGA SPRINGS, NEW YORK:  

BY:  
Joanne Yepsen, Mayor  
City of Saratoga Springs

BY:  
Anthony Sciocco, Commissioner  
DPW

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.:  

BY:  
Diane Selchick  
Labor Relations Specialist

BY:  
Kevin Older, CSEA DPW Unit President

Per City Council approval 11/21/17
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#### 2021 Salary Scale

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