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#### **Contract Database Metadata Elements**

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BC/7387

## Collective Bargaining Agreement

#### Between

THE TOWN OF HUNTINGTON a public employer, having its principal place of business at 100 Main Street, Huntington, New York 11743, as employer (hereinafter referred to as the EMPLOYER)

#### And

Local 342, Long Island Public Service Employees, United Marine Division, International Longshoreman's Association, AFL-CIO, having its principal place of business at 501 William Floyd Parkway, Shirley, New York 11967 (hereinafter referred to as the UNION)

January 1, 2016 through December 31, 2021

Blue Collar Unit  $1 \left( 1 \right) \left( 6 - 12 \right) \left( 31 \right) \left( 21 \right)$ 

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AGREEMENT made this 22nd day of September, 2017 between the TOWN OF HUNTINGTON, a Municipal Corporation of the State of New York, having its principal place of business at Town Hall, 100 Main Street, Huntington, New York, as EMPLOYER (hereinafter sometimes referred to as the EMPLOYER), and

LOCAL 342, LONG ISLAND PUBLIC SERVICE EMPLOYEES, UNITED MARINE DIVISION, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, with its principal place of business at 501 William Floyd Parkway, Shirley, New York (hereinafter sometimes referred to as the UNION), and

WHEREAS, the Public Employment Relations Board certified the UNION, as the Collective Bargaining Agent for the blue-collar unit as their representative for the purpose of collective negotiations and the settlement of grievances on the 7th day of February 1969; and

WHEREAS, it is the intention of the parties to this agreement to insure peaceful adjustment and settlement of grievances and continue the efficient operations of the Town; and

WHEREAS, the previous Collective Bargaining Agreement between the parties has expired on the 31st day of December, 2015;

WHEREAS, the parties have negotiated collectively over the wages, hours, and terms and conditions of employees in the unit hereinafter set forth and have reached certain understandings which they desire to confirm in this agreement, and

NOW THEREFORE, in consideration of the mutual promises herein contained, the EMPLOYER and the UNION agree as follows:

# ARTICLE 1 COVERED EMPLOYEES

#### SECTION A

This Agreement shall cover all blue-collar classifications including, but not limited to those titles contained in the attached Appendix "A" (Blue Collar grades Listing) but excluding those in the Supervisory Unit, managerial and confidential employees and summer/casual employees.

#### SECTION B - DEFINITIONS

"Full time" - employees are employees who work the regular workweek.

Non-Permanent, part-time and summer/casual employees shall be defined as follows:

### "Non-Permanent"

- 1. Non-permanent employment shall be defined as that employment when the employment is for an emergency or non-recurring work.
- 2. Non-permanent appointments may be made for a period not to exceed six (6) months. The UNION shall be notified in writing, by the Director of Personnel, of all of the non-permanent and seasonal appointments in covered classifications. At the end of the non-permanent period of employment, the non-permanent employee shall be laid off and the employee's employment with the EMPLOYER shall cease. Seven (7) days prior to the employee's six (6) month anniversary date as a non-permanent employee, the Director of Personnel shall notify in writing the employee, the department head, the payroll division and the UNION that upon six (6) month anniversary the employer's employment shall cease. Said employee shall not report to work and the department head shall not extend the non-permanent employee's employment.
- 3. Non-permanent appointments may not exceed six (6) months for any one individual within a twelve (12) month period.
- 4. Notwithstanding the foregoing, a successive appointment of the same employee to another non-permanent position or an appointment beyond a six (6) month period may be made but must be agreed upon in writing between the EMPLOYER and the UNION.
- 5. The Town may hire Groundskeeper I as, nine (9) month non-permanent employees at the Town golf courses. The non-permanent Groundskeeper I will be posted prior to the beginning of each season, and be paid the starting rate of a Grade 9. When a full-time position becomes available at the golf courses, the position will be posted and one of the qualified non-permanent Groundskeeper I will be appointed to the vacant position.
- 6. Those employees who have been designated as permanent employees shall not have their employment status unilaterally changed to non-permanent after they have been made a permanent employee.

"Regular part-time" employees are employees who regularly work less than the regular workweek of the classification.

"Part-time" - any employment or a combination of one or more employments in which an individual works less than one hundred percent of the time prescribed as a normal workweek.

"Summer/Casual" employees - employment is Summer/Casual if it occurs between April 15 and September 15 each year.

## SECTION C

Non-permanent and part-time employees who regularly work less than twenty (20) hours per week shall not be covered by any fringe benefits.

Part-time employees who regularly work twenty (20) hours or more and are employed for nine (9) consecutive months shall receive fringe benefits on a basis of fifty percent (50%) of permanent full-time employees. Part-time shall contribute fifty percent (50%) of the cost of the health insurance premium.

## ARTICLE 2 WORK RULES AND SCHEDULES

### SECTION A - Work Day and Work Week:

The normal work hours, shifts, schedules, work week, pick procedures, summer and seasonal schedules presently in effect shall continue during the life of this Agreement unless specifically covered in Section (B)-(D) below or mutually agreed upon in advance by the EMPLOYER and the UNION in writing. The UNION'S consent to such change shall not be unreasonably withheld. The normal workday shall consist of eight (8) hours per day and the normal workweek shall consist of forty (40) hours per week. The kitchen staff will work eight (8) hours per day, forty (40) hours per week. The Town shall provide at least thirty (30) days notice of a change in schedule.

The parties agree to meet and study a plan of possible flexible schedules. No one schedule shall be implemented without the mutual agreement of the EMPLOYER and the UNION.

In the event of a dispute over this provision, the EMPLOYER may submit such dispute immediately to arbitration under the rules for expedited arbitration of the American Arbitration Association. The EMPLOYER'S changes shall not be arbitrary or capricious.

The regular work week for employees in the following departments (the successors) shall be Sunday through Saturday inclusive over five consecutive days of which only one may be a Saturday or Sunday:

- A. General Services
- B. Dog Control
- C. Maritime Services
- D. Parks and Recreation
- E. Beaches and Marinas
- F. Public Safety

The Town shall assign weekend and night work to new employees and/or volunteers first.

For employees assigned to this schedule, Saturday and Sunday shall be considered regular workdays, and the Town shall provide at least thirty (30) days notice of a schedule change.

The schedule for off-street parking:

1 HEO	Sun	2:00 a.m 10:30 a.m.
2 Laborer(s)	Mon - Thurs	12 midnight - 8:00 a.m.
1 HEO		
1 AEO	Tues - Sat	7:00 a.m 3:30 p.m.
2 Laborer(s)		

For the above scheduled only, if two volunteers take the HEO position, the employee with greater overall seniority will come off the Tuesday through Saturday first and return to the Monday through Friday workweek. Then the HEO that is on Sunday through Thursday will go to Tuesday through Saturday and the new hire will go on Sunday through Thursday. This applies to AEO's and laborers also. Employees on off-street parking schedule shall have the right to open positions in the same title or a lower grade in General Services before less senior individuals or new hires.

In the event of dispute over this provision, the EMPLOYER may submit such dispute immediately to arbitration under the rules for expedited arbitration of the American Arbitration Association. The EMPLOYERS changes shall not be arbitrary or capricious.

## SECTION B

The regular workweek for Animal Control Officers shall be five (5) days out of a seven (7) day operation, excluding Sunday. Those who work on Sunday will be paid at the rate of time and one-half.

Laborers, kennel attendants and dispatchers will work five (5) days out of a seven (7) day operation. Those who work on Sunday will be paid at the rate of time-and-one-half.

## SECTION C - H.A.R.T.

H.A.R.T. - Report time, lunch periods, overtime and "spread" time shall be included in each "pick." Picks for each run shall be made at times agreeable to the EMPLOYER and the UNION. Picks shall be posted for ten (10) days before drivers select their pick. Drivers will select their pick in order of greatest seniority. An employee who is absent during a pick may designate the shop steward to make his/her pick. Overtime pay for part-timers shall begin after the completion of forty-hours.

The EMPLOYER agrees to continue to employ a minimum of seventeen (17) full time drivers and four (4) part-time drivers will be guaranteed twenty hours per week. The four (4) part-time drivers may be used for any hours with or without splits. If twenty hours of work is not available at Hart Bus as drivers, the employee may be utilized to perform other functions for Hart Bus. The Town may only reduce the number of full time drivers if it holds a public hearing and the level of services are reduced in which case the proportionate number of full time drivers could be reduced.

All part-time mini bus drivers will continue to be paid Grade 6. New full-time mini bus drivers will be hired as Grade 8. All mini bus drivers will be paid Grade 11 while operating a large bus.

There will be a four-hour (4) minimum for out of class work, provided the out of class pay does not exceed the number of hours the employee actually works.

The EMPLOYER and the UNION agree to review and negotiate modifications to the work rules for H.A.R.T.

## SECTION D - Museum Guards

Guards assigned to the Museum shall work five (5) consecutive days out of a seven (7) day operation. Guards required to work on Sundays shall be compensated at the rate of time-and-one-half.

#### SECTION E - Lateness

- 1. Before the regularly scheduled starting time the employees shall notify their supervisor of their intent to be late. The supervisor will grant employees the opportunity to report for work no later than fifteen (15) minutes after the scheduled starting time. The employee will be docked one-quarter (1/4) hour's pay (15 minutes).
- 2. If employees are unable to notify their supervisor by the scheduled start of their shift of their intent to be late, they must do so no later that fifteen (15) minutes after their scheduled starting time. An additional fifteen (15) minutes traveling time will be granted permitting the employee the opportunity to report for work. The employee will be docked one-half (1/2) hour for such traveling. If employees fail to report for work within the extra-allotted time, they will be docked one full day's pay.
- 3. Any employee who has accrued two (2) lateness charges in a calendar year will not be permitted to work on their third occasion of lateness. They will be charged with excessive lateness and lose one day's pay or forfeiture of a vacation day or a personal day.
- 4. The fourth occasion of lateness will result in a three (3) day suspension, either without pay or by forfeiture of vacation days, personal days or a combination thereof. The fifth occasion will result in termination.

5. The EMPLOYER and the UNION recognize that regular attendance is an inherent responsibility of the employee and that absenteeism and/or lateness interferes with the productivity of the workforce. Therefore, although the above stipulates that an employee will be terminated upon the fifth lateness, a combination of lateness, and/or absenteeism and/or no show/no calls may result in termination before the fifth occurrence of lateness.

## SECTION F - Rest Periods

Each employee shall be granted, at a time selected by the EMPLOYER, two rest or coffee periods, each of which shall be of a 15-minute duration. One period shall be granted during the morning and one in the afternoon, or one during the first half of the shift and one during the second half of the shift, whichever is applicable.

## ARTICLE 3 SALARY AND WAGES

#### SECTION A

- 1. Effective January 1, 2016 the Blue-Collar Unit for all full-time employees shall receive \$1,000 (one thousand) dollars. Prorated for length of service in 2016
- 2. Effective January 1, 2017 rates for the Blue-Collar Unit for all grades shall be increased by one and seventy-five hundredth of a percent (1.75%) as reflected in the salary schedule.
- 3. Effective January 1, 2018 rates for the Blue-Collar Unit for all grades shall be increased by one and seventy-five hundredth of a percent (1.75%) as reflected in the salary schedule.
- 4. Effective January 1, 2019 rates for the Blue-Collar Unit for all grades shall be increased by two percent (2.00%) as reflected in the salary schedule.
- 5. Effective January 1, 2020 rates for the Blue-Collar Unit for all grades shall be increased by two percent (2.00 %) as reflected in the salary schedule.
- 6. Effective January 1, 2021 rates for the Blue-Collar Unit for all grades shall be increased by two percent (2.00 %) as reflected in the salary schedule

With the exception of year 2016, these increases shall apply to all full time and part-time employees who are in each and every step and grade of the Blue-Collar Unit.

The Town shall hire non-permanent laborers to work in General Services, Maritime Services, Dix Hills Water, Environment Waste Management and Highway Departments at the contract rate for such non-permanent laborers, which is set at \$14.00 per hour effective January 1, 2018.

Upon the completion of one year of service without a break in service (30 calendar days) part-time clerks move to the step in Grade 3 which reflects the minimum increase over their current hourly rate. Thereafter, the employee will receive the contractual salary increase on their anniversary date assuming there has not been a break in service. If the employee has worked a minimum of 800 hours in the previous 12 months, the employee will move to the next step in Grade 3 of the salary schedule. Once at Step 5, the employee will continue to receive contractual increases assuming no break in service in the prior 12 months.

Part-time employees who have a current hourly rate above Grade 3, Step 5, will receive the contractual salary increase upon the completion of one year of service provided they have worked a minimum of 800 hours in the previous 12 months without a break in service. These employees will continue to receive the contractual salary increase on an annual basis provided they have worked a minimum of 800 hours the preceding year without a break in service.

Part-time employees who have a current hourly rate above Grade 3, Step 5 and have worked less than 800 hours in the previous year will not receive a contractual or step increase.

#### **SECTION B - Overtime**

- 1. Overtime pay shall be divided as equally as operations permit among the employees in the same job classifications in a department. Mandatory overtime may be required in an emergency as determined by the Town Supervisor or the Highway Superintendent, or their Deputies.
- 2. When an employee is required to work twelve (12) consecutive hours they are to receive an hour off for meal with pay during the period but if that is impractical then they shall receive an hour with pay at the conclusion of that twelve (12) hour period.
- 3. Each employee shall receive time and one-half pay for time worked before or after the regularly scheduled workday except if an employee at their own request leaves before their scheduled shift is completed for any reason except injury or illness for which the EMPLOYER may require medical certification.
- 4. The EMPLOYER agrees to indicate in the spaces provided on the pay check stubs the overtime hours and the hours worked out of classification which shall be separate from the regular hours worked.
- 5. Overtime shall be computed on a daily basis and shall be paid in the pay period in which the overtime is worked.

- 6. An overtime roster is to be posted prominently in each department or division. When an overtime situation arises, the employee with the least amount of overtime in classification will be called. If the employee called does not respond or refuses, he/she will be charged the number of hours actually worked by the employee that responds. The employee that does respond will be charged the hours worked
- 7. Shop Stewards are to be given access to the daily overtime reports in their department to determine if this provision is being adhered to.

## SECTION C - Call in Pay

- 1. When an employee is called in to work before or after their workday, their pay shall commence at the time the call is made provided that the employee reports within one-half hour time. If the employee is unable to report within one-half hour from the time they are called, then they shall be paid from the time they arrive. If the employee is not furnished work, they shall be paid for two (2) hours at their normal rate of pay. If they are furnished with work, they shall be guaranteed a minimum of four (4) hours work at their overtime rate of pay. However, in the event the employee fails to report within one and one-half hour from the time they are called, the EMPLOYER shall have the right to refuse them the overtime benefits as provided for in this provision.
- 2. When an employee is called out at night on a job considered hazardous, the employee shall receive twenty-five cents (.25) per hour above the overtime rate. Hazardous work shall be defined as removal of fallen trees or limbs and fire at the incinerator, etc.
  - 3. One Water Treatment Plant Operator (WTPO) at the Dix Hills Water District shall receive two (2) hours of overtime per pay day, Monday through Friday, to be on stand-by call in from 3:30 pm to 7:00 am the following day and shall receive an additional minimum two (2) hours of overtime pay if actually called in to work. Water Treatment Plant Operator (WTPO) shall be rotated equally as to this shift.

### SECTION D - Late Shift Pay

- 1. Each employee who works a tour of duty or shift which commences on or after 3:00 p.m. and terminates eight hours thereafter shall be paid the said tour or shift an additional twenty-five (.25) cents per hour. The purpose of this additional payment is to provide a differential for an evening tour or shift and is not for the purpose of providing an additional twenty-five (\$.25) cents per hour for overtime worked. Effective January 1, 2004, the rate will become fifty (\$.50) cents per hour.
- 2. Each employee who works a tour of duty or shift which commences after 10:00 p.m. and before 2:00 a.m. shall be paid during the said tour or shift an additional (.50) cents per hour. The purpose of this additional payment is to provide a differential for the so-called graveyard tour and is not for the purpose of providing an additional fifty (.50)

cents per hour for overtime worked. Effective January 1, 2004, the rate will become one dollar (1.00) per hour.

#### SECTION E - Tool Allowance

Automotive Mechanics (Grade 14) and Automotive Serviceman (Grade 11) will receive a toll allowance of five hundred (\$500 .00) dollars. This tool allowance may be included in a regularly scheduled payroll.

## SECTION F - Permanent Employees with Prior Non-Permanent Service

Non-permanent employees, upon being permanently appointed shall, prospectively from the date of their permanent appointment, receive prior service credit for the period of uninterrupted non-permanent employment for salary and vacation accrual. In no event shall any credit result in any retroactive payments of salary or vacation time or payment prior to the effective date of permanent employment.

## ARTICLE 4 HOLIDAYS

Columbus Day

Election Day

Veteran's Day

Christmas Eve

Christmas Day

Thanksgiving Day

Day After Thanksgiving

## **SECTION A**

The following holidays shall be allowed as days off with pay:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day

### SECTION B

In the event any of the above holidays fall on a Sunday, the day off allowed with pay will be the following Monday. If any of the above holidays fall on a Saturday, the day off allowed with pay will be the preceding Friday, provided that Saturday and/or Sunday is not regular working days.

#### SECTION C

In the event that the date of a holiday is changed by law, that day shall govern.

## SECTION D

If any employee is required to work on a holiday, the hours worked shall be considered hours in excess of the regular day hours. The employee, however, shall not be entitled to any extra hours for meals, except if twelve (12) hours are actually worked as per Article 3, Section B paragraph 2 of this Agreement.

## SECTION E

In a week in which an employee works five (5) days and a holiday falls on the employee's day off the employee shall be paid for the holiday in addition to the five (5) days worked.

## ARTICLE 5 VACATIONS

#### SECTION A

Each employee shall earn vacation with pay in the first year and on subsequent anniversary dates of employment based upon the following schedule:

1st year:	3.0770 hours per pay period	(10 days)
2nd year:	3.3847 hours per pay period	(11 days)
3rd year:	3.6924 hours per pay period	(12 days)
4th year:	4.0000 hours per pay period	(13 days)
5th year:	4.3077 hours per pay period	(14 days)
6th year:	4.9231 hours per pay period	(16 days)
7th year:	5.5385 hours per pay period	(18 days)
8th through 14th year:	6.1539 hours per pay period	(20 days)
15th through 19th year:	7.6924 hours per pay period	(25 days)
20th year:	9.2308 hours per pay period	(30 days)

All employees hired after the 8<sup>th</sup> of May, 2007 shall accrue vacation in accordance with the following schedule:

1st year thru 4th year:	3.0770 hours per pay period	(10 days)
5 <sup>th</sup> year thru 9 <sup>th</sup> year:	4.6153 hours per pay period	(15 days)
10th year thru 15th year:	6.1539 hours per pay period	(20 days)
16th year thru 24th year:	7.6924hours per pay period	(25 days)
25th year and over	9.2308 hours per pay period	(30 days)

Employees who are not accruing any benefits shall be considered hired after 8<sup>th</sup> of May, 2007 for the purpose of vacation accrual for purposes of this Article.

#### SECTION B

Each employee shall earn vacation days at the rate in Section A above on the anniversary date of his employment. The choice of vacation shall not, however, interfere with the normal vacation schedule and practices of the EMPLOYER.

All employees will be allowed to accrue unlimited vacation time. Upon separation of service, employees will be paid for up to two (2) years' worth of accruals. Employees cannot take more than two years' worth of accruals in any given calendar year.

## SECTION C

The employee shall not take vacation time in individual days except with the prior permission of the EMPLOYER upon seventy-two (72) hours written notice.

#### SECTION D

Requests for vacations shall be submitted to the Department Heads by February 1. The Department Heads shall make a decision on such requests no later than March 30. The Department Heads may in the alternative post vacation selection schedules. Such schedules shall be posted by February 1 and picks shall be made no later than March 30. In the event of a dispute vacation preferences shall be based on seniority.

#### SECTION E

Vacation pay will be paid to any employee in advance of vacation provided said employee request for same is received by the payroll department three (3) weeks prior to their vacation. Such advance payment will be for a minimum of two (2) weeks only.

### **SECTION F**

If any employee quits or is terminated by discharge or layoff or enters the military service, then vacation pay shall be prorated and shall be given in lieu of time off at the time of termination.

#### SECTION G

Upon layoff, termination or retirement, all accrued vacation days shall be paid to the employee on the normal pay day at the conclusion of the next full pay period following the last day of employment.

## ARTICLE 6 SICK LEAVE

#### SECTION A

Each employee shall be entitled to a total of thirteen (13) sick days per year, accrued at the rate of one (1) day in each two pay periods. Sick days may be accumulated to a maximum of two hundred (250) days.

Sick leave accrual may exceed two hundred fifty (250) days but the maximum number of days paid upon separation shall remain at two hundred (250) days as stated below.

In the event of the death of an employee accrued sick leave days will be paid to his or her estate.

Members of the unit who have ten (10) or more years of service with the EMPLOYER shall be entitled upon retirement or separation, to be paid for such days except employees who are terminated for cause.

## SECTION B - Optional Buy Back

Members of the unit may at the employee's option sell back-accumulated time to the Employer. The employee must maintain twenty-five (25) days on the books to utilize this provision. The Employer based on such requests and its ability to pay, shall pay the requested amount in full, pro-rata, or not at all based on the total requests made. The employee shall make such request between January 1 and January 30 of each calendar year. The Town shall either make such payments or deny payment by March 1 of each calendar year. Any payments made will be deducted from the maximum allowable amount of two hundred fifty (250) days upon retirement and/or separation.

## SECTION C – Abuse of Sick Time

An employee who has not accrued on average two (2) or more sick days for each year of service per year up to five (5) years of service, or has ten or less available sick days after five (5) years of service shall presumptively be placed on the Abusive Sick List. Individuals who are placed on the Abusive Sick List and who are out sick shall be subject to an in-house residency requirement as per (Article 19, Section F) worker's compensation on this agreement. Should an employee fall below the required amount of time as set forth above, such employee has three (3) months to accrue required amount of sick days in order not to be subject to this clause.

Where there is an apparent abuse of sick time and a prior written warning has been given to the employee, the EMPLOYER may require a doctor's note at any time for verification or the employee's ability to return to work.

The EMPLOYER and Union shall formulate a Labor – Management Committee to establish a universal and comprehensive policy with respect to the abuse of sick time and other matters.

## SECTION D

An employee absent on sick leave shall notify their Department Head or their designated representative of their absence and the reason thereof prior to their normal starting time. In the event of failure to give such notice the employee will not receive credit for sick leave unless they furnish, within the current pay period, a medical certificate stating good and sufficient reason for the failure to call or other good cause shown.

#### SECTION E

An employee out on extended sick leave of more than ninety (90) days collecting disability insurance will not accrue holidays, vacations, sick days or personal leave days during the period of the extended disability. The employee shall have the option of paying for their insurance benefits at the group rate.

## ARTICLE 7 PERSONAL LEAVE DAYS

#### SECTION A

Each employee shall be entitled to five (5) personal leave days (40 hours) as of each January 1st. Each employee must use at least two (2) personal days in the given year. Up to three (3) unused personal days will be converted to sick time on or about February 15 of the following year. Employees who are separated from employment shall not be entitled to payment of any unused personal time. Employees must be active on the payroll on December 31st to be eligible for conversion to sick time.

#### SECTION B

Such leave shall be requested in writing at least forty-eight (48) hours in advance except in cases of emergencies and shall not be taken without the prior approval of the Department Head or their designee. Personal leave days may not be utilized to extend a vacation or holiday. The EMPLOYER may request the reason for such leave.

## ARTICLE 8 FUNERAL LEAVE

An employee is to be entitled to four (4) consecutive work days of funeral leave in the event of the death of any of the following relatives: wife, husband, (step) child, (step) mother, (step) father, grandparent, sister, brother, mother-in-law, father-in-law, or grandchild.

## ARTICLE 9 JURY DUTY

Employees who serve on Jury Duty shall, upon proof filed with the Payroll Department, receive their pay while serving on the jury, provided the employee returns the compensation for jury duty pay. The employee may retain mileage fees.

## ARTICLE 10 TUIITION REIMBURSEMENT

The EMPLOYER agrees to reimburse employees for tuition paid for accredited, job-related courses upon the successful completion of the course provided the employee has, prior to commencement of the course, sought and obtained the EMPLOYER'S written approval and satisfaction that the course is job-related.

## ARTICLE 11 LEAVES OF ABSENCE

## SECTION A \*\* (Page 33)

Leave of absence without pay shall be granted in accordance with Rule 24 of the rules for the Classified Civil Service of Suffolk County and in accordance with Section 243 of the Military Law of the State of New York.

An employee on an approved leave of absence does not accrue sick leave; personal leave; vacations; or holidays or seniority during or for a period in which they are on the leave absence.

### SECTION B

An employee who is absent without leave and without an explanation, for a period of ten (10) work days, shall be deemed to have resigned in accordance with Rule 18 of the Suffolk County Civil Service Rules and Regulations.

#### SECTION C - Child Care Leave

Members of the unit with one (1) or more years of service shall be entitled to a child care leave of up to one (1) year without pay or other benefits. Applications for such leaves shall be made ninety (90) days in advance, where possible. Upon return from such leave, employees shall be reinstated to the same or a comparable position.

### SECTION D - Selective Service or Civil Service Examinations

An employee shall be excused without loss of pay for the purpose of taking examinations as order by Selective Service or given by Civil Service.

## SECTION E - Court Appearances

Absence by reason of appearance as a plaintiff, defendant, or witness in any action involving the EMPLOYER, except and individual action brought by an employee against the EMPLOYER, will be approved for the number of days necessary. Employees shall not lose pay for such absence.

## SECTION F - Military Leave \*\* (page 33)

An employee inducted for training and service in the Armed Forces of the Unites States, after satisfactorily completing his training in service, shall on their separation from Service, be entitled to re-employment in accordance with and subject to the provisions of an application Federal Law and State Law providing re-employment rights following Military Service

## ARTICLE 12 UNIFORMS

#### SECTION A

The EMPLOYER in accordance with procedures agreed to by the EMPLOYER AND THE UNION shall supply uniforms.

Each employee covered by this Agreement shall by October 15th of each year submit a list of uniform articles required for the subsequent year.

The EMPLOYER shall spend three hundred (\$300.00) dollars for each employee annually.

The Town uniform shall consist of the following:

Winter:

Orange sweatshirt for sanitation (hooded or crew)

Blue or gray sweatshirt (hooded or crew)

Blue Jeans

Blue coverall and/or Carhart type coverall (for those who desire

3/4-length jacket (with reflectors)

Summer:

Orange golf or orange tee shirt for sanitation

Blue or white golf shirt Blue or gray tee shirt

Blue Jeans

\*Dark blue shorts, knee length (no jean shorts or cut-offs)

\* If acceptable by insurance carrier and subject to department head discretion for the particular job.

## SECTION B

Each employee so supplied will wear his or her full uniform and safety gear at all times while on the job. Each employee so supplied will turn back worn out safety equipment and foul weather gear for replacement and will be responsible for the cost of replacement of any uniform, safety gear and foul weather gear or part thereof if not returned when requested.

## **SECTION C**

The EMPLOYER will supply to the employees of the Sewer Department eight (8) sets of uniforms.

## ARTICLE 13 HEALTH INSURANCE

### SECTION A - Medical and Hospitalization

The EMPLOYER shall pay for the employee and their dependents the full cost of the Empire Plan plus enhancements, of the New York State Government Employees Health Insurance Program, including all options available on April 1, 1995. The TOWN may at its option change the medical and hospitalization plan provider upon thirty (30) days notice and as long as the substituted plan provides substantially equal or better benefits.

All employees hired to full time positions, or any other position after 8<sup>th</sup> of May, 2007 shall contribute ten (10%) percent of the cost of health insurance premium which shall be deducted from the employees biweekly pay check on a pre-tax basis in accordance with IRS regulations. There will be no bridging of employment as to status of employee to avoid payment of health insurance premiums. Employees who change status from temporary, seasonal, summer, part time to full time upon becoming full time or working full time hours shall pay health insurance premiums as required by this section.

Any employee hired as a full-time employee on or before May 8, 2007 shall contribute ten (10%) percent of the health insurance premium beginning PAY PERIOD ONE (1), the year 2018 and continue until PAY PERIOD (26), the year 2021. This subsection shall sunset at the twenty sixth (26) pay period of the year 2021, but only for employees hired as full-time employees on or before May 8, 2007. There will be no bridging of employment as to status of employee to avoid payment of health insurance premiums. All employees hired full-time on or after January 1, 2021 shall contribute fifteen (15%) percent of the cost of the health insurance premium for the EMPIRE plan (NYSHIP) and such payment will be deducted from the employees bi-weekly paycheck on a pre-tax basis in accordance with the IRS regulations.

#### **HEALTH INSURANCE BUY BACK:**

Effective 2018, employees opting during the open enrollment period not to take the health insurance offered by the TOWN, will receive four thousand dollars (\$4000.00) for family coverage, and two thousand dollars (\$2,000) for individual coverage. This payment will be a separate check payable the second pay period in November, the year following the declination.

## SECTION B (Continuing Coverage into Retirement)

- 1) The EMPLOYER will provide hospitalization plan for all retirees with ten years or more service. Under the plan, the EMPLOYER will pay seventy-five (75%) percent of the cost of the employee's insurance and thirty-five (35%) percent of the dependent's insurance.
- 2) For employees who retired during the period January 1, 1981 through December 31, 1981 or October 31, 1989 through January 31, 1990, the EMPLOYER will pay the full cost of the retired employee's coverage as well as the full cost of the retired employee's dependent coverage. The EMPLOYER will cease paying for coverage upon the retiree's death. The surviving and un-remarried spouse may continue coverage by paying the group rate directly to the EMPLOYER.
- 3) For employees who retired during the period January 1, 1991 through January 31, 1991 the EMPLOYER will pay the full cost of the retired employees coverage as well as the full cost of the retired employee's dependent coverage. In addition, should the employee who retired during this period die before the retiree's spouse, the surviving and un-remarried spouse will continue to receive coverage paid in full by the EMPLOYER.
- 4) For employees who retired during the period of September 25, 1992 through January 8, 1993 the EMPLOYER will pay the full cost of the retired employee's coverage as well as the full cost of the retired employee's dependent coverage. In addition, should the employee who retired during this period die before the retiree's spouse, the surviving and un-remarried spouse will continue to receive coverage paid in full by the EMPLOYER.
- 5) For employees who retired during the period September 15, 1994 through December 23, 1994, the EMPLOYER will pay the full cost of the retired employee's coverage, as well as the full cost of the retired employee's dependent coverage. In addition, should the employee who retired during this period die before the retiree's spouse at the time of retirement, the surviving and unremarried spouse will continue to receive coverage paid in full by the EMPLOYER.

In addition, employees who are eligible to retire under the New York State Retirement System on or before December 31, 1994 may submit their resignation to the EMPLOYER until December 30, 1994 to be effective no later than February 1, 1995.

The incentive for employees who elect to retire during this period of time will be fully paid health insurance upon retirement for the employee and the employee's spouse at the time of retirement.

- 6) For employees who meet the requirements in Town Board Resolution, 99-365 and retired during the period of May 25, 1999 through December 31, 2001 the EMPLOYER will pay the full cost of the retired employee's coverage as well as the full cost of the retired employee's dependent coverage. In addition, should the employee who retired during this period die before the retiree's spouse, the surviving and un-remarried spouse will continue to receive coverage paid in full by the EMPLOYER.
- 7) For employees who meet the requirements set forth in the Memorandum of Agreement dated September 13, 2002 between the Town of Huntington and Local 342 and who retire commencing September 1, 2002 through December 31, 2003, the Town will pay one hundred (100%) percent health insurance for the employee and their current spouse and/or dependents at the time of separation from employment until the dates of their deaths. The health insurance shall be the Empire Plan with enhancements or the health insurance plan later adopted by the parties through collective bargaining.
- 8) For employees who meet the requirements set forth in the Memorandum of Agreement ratified on May 7, 2007 and agreed upon May 8, 2007 between the Town of Huntington and Local 342 and who retire commencing May 8, 2007 through December 31, 2010, the Town will pay one hundred (100%) percent health insurance for the employee and their current spouse and/or dependents at the time of separation from employment until the dates of their deaths. The health insurance shall be the Empire Plan with enhancements or the health insurance plan later adopted by the parties through collective bargaining. The sunset provision of this clause shall continue.
- 9) The Parties agree that for the period commencing from the date of this agreement to December 31, 2015 inclusive, the Town shall offer as a retirement incentive to any employee with the Town of Huntington, who is also covered by the provisions of ARTICLE 14- PENSION PLAN of this collective bargaining agreement between the Town of Huntington and the Union, and who was not otherwise eligible to retire without penalty (as defined by the New York State retirement System) prior to the entering of this Agreement and who failed to take advantage of the opportunity to retire under previous Town Retirement Incentive Programs where the employee would have been eligible based on age and service with regard to the employee's assigned tier at the time, the following health insurance benefits upon separation of service.
- 10) For employees who meet the requirements to retire pursuant to this paragraph, and who retire effective between May 15, 2012 through December 31, 2015, the Town will pay one hundred (100%) percent health insurance for the employees and their current spouse and/or dependents at the time of separation from employment until the dates of their deaths. The health insurance shall be the Empire Plan with enhancements or the health insurance plan later adopted by the parties through collective

bargaining. The sunset provision of this clause shall continue. This retirement incentive shall apply to all employees covered by the health insurance provisions of the collective bargaining agreement between the Town and the Union who have a minimum of fifteen (15) years of service and are at least fifty (50) years of age. Those employees eligible to retire in 2011 that are currently on the payroll at the time of the signing of this Memo of Agreement by both parties but did not retire in 2011 may take advantage by December 31, 2012.

paragraph, who retire after the execution of the Memorandum of Agreement, September, 22, 2017 and through December 31, 2021, the Town will pay one hundred percent (100%) health insurance premiums for the employee and their current spouse and/or dependents at the time of separation from employment until the dates of their deaths. The health insurance shall be the Empire Plan with enhancements or the health insurance plan later adopted by the parties through collective bargaining. This provision shall sunset December 31, 2021. This retirement incentive shall apply to all employees covered by the health insurance provisions of the collective bargaining agreement between the Town and Union who have a minimum of twenty (20) years of service and are at least fifty-five (55) years of age. Those employees eligible to retire since January 1, 2016 that are currently on the payroll at the time of the signing of the Memorandum of Agreement by both parties, but have not retired may take advantage by December 31, 2017.

Employees who have previously passed on the health insurance retirement incentive will not be eligible.

## **SECTION C**

Upon the death of an active employee with (10) years of service the EMPLOYER will pay seventy-five (75%) percent of the cost to continue coverage under the Health Insurance Plan for the un-remarried spouse and dependent children of the employee. This rate of contribution will apply whether the surviving spouse is enrolled for individual or family coverage. Sole surviving children and surviving spouse retirees who are eligible to continue coverage under the program will continue to pay the full cost of coverage under their particular enrollment option.

## SECTION D - Welfare Insurance

Beginning January 1, 2005, the EMPLOYER shall pay one hundred and ten (\$110) per month per employee or pro-rata share thereof for each eligible employee represented by the UNION for welfare benefits to be administered by the UNION. The EMPLOYER shall be provided upon request with any data relevant to the operation of the plan and the benefits provided there under.

#### SECTION E

All full-time employees are to be eligible for health and welfare benefits the first of the month following completion of thirty (30) days of employment.

## ARTICLE 14 PENSION PLAN

The EMPLOYER agrees to provide for all eligible employees, the New York State Employees Improved Twenty Year Career Retirement Plan pursuant to Section 75i of the New York State Employees Retirement System.

## ARTICLE 15 PROMOTIONS

#### **SECTION A**

A promotion shall mean a transfer to a higher graded job and pay. The employee's new salary shall be the minimum increment over their old salary in the new grade. Based upon the EMPLOYER'S determination of fitness and ability the senior employee within the department may have the opportunity for promotion. The senior employee for the purpose of this provision shall be the employee with the greatest length of service in the classification next lower in rank from which the promotion is sought. All presently employed employees who are eligible for promotion shall be considered first in the order of their seniority before any new employee is considered for the job. Part-time employees will be considered for new openings before any new employee is considered for the job.

#### SECTION B

The EMPLOYER shall post all notices of Civil Service examinations on the Employer's bulletin board ten (10) working days prior to filing date for examinations.

#### SECTION C

Employees wishing to be considered for a listed vacancy or new position shall make a written application to the Personnel Department with a copy of the same to their present Department Head.

#### SECTION D

The EMPLOYER shall post all new jobs and vacancies ten (10) working days prior to filling new jobs and vacancies. The EMPLOYER shall supply those employees desiring to apply for the posted job with an appropriate application. Applicants for posted job openings will be acknowledged in writing.

### **SECTION E**

An employee promoted in accordance with Section A or D above shall be probationary in their new capacity for a period of three (3) months from the date that they assume the duties of this position except where extended by mutual agreement. Within forty-five (45) days for their assuming new duties they together with an official of the UNION shall review with a representative of the EMPLOYER the competency, the fitness and the ability of the employee in the new position.

The purpose of this review is to apprise the employee of the Employer's opinion as to whether or not they are fulfilling their position in a competent and satisfactory manner. If at any time during the probationary period the employee returns to the prior position, they do so with no loss of seniority or other benefits derived from the former position. Judgment of fitness and ability during the probationary period shall be at the sole discretion of the EMPLOYER not subject to any review as otherwise provided in this Agreement. The EMPLOYER however shall advice the employee as to the basis of its decision, which shall not be arbitrarily withheld.

Copies of all notices of promotions shall be given to the shop stewards and/or Liaison Officer.

## ARTICLE 16 TEMPORARY TRANSFERS

#### SECTION A

Any employee working in a higher title on a temporary basis shall be paid at the rate of pay for the higher grade. The employee's new salary shall be the minimum increment over their old salary in the new grade. The pay at this rate shall commence on the first day that the employee is working at the higher grade.

#### SECTION B

The senior man, based upon the EMPLOYER'S determination as to fitness and ability, will have the opportunity to work temporarily in the higher grade whenever a temporary vacancy occurs. Employment in a higher grade temporarily shall not be construed as giving any right to the senior employee to promotion.

#### SECTION C

The shop steward shall be able to examine the temporary assignment reports to determine if this article is being adhered to.

## SECTION D

No employee shall work in a higher title on a temporary basis for longer than fifty (50%) percent of the time during any twelve (12) month period without being permanently assigned to the higher title.

#### SECTION E

Employee's operating the crane, backhoe, bulldozer, tractor trailer, grader, and/or hydraulic excavator will be paid one dollar thirty-five (\$1.35) per hour above their regular rate of pay for the time they operate such equipment. This provision shall not be subject to Section A or D of this article.

#### SECTION F

When an employee is welding, the pay rate will be one dollar thirty-five (\$1.35) over the rate of an Auto Mechanic III Grade 14, in the said employee's applicable salary step. This provision shall not be subject to Section A or D of this article.

## ARTICLE 17 LAYOFF

#### SECTION A

For the purpose of layoffs seniority shall be based on the date of commencement of full time employment. Each department shall establish and post a seniority list. Those employees who were or are in the future hired in Seasonal, non-permanent, part-time and CETA employment shall receive pro-rata credit for time served in the employ of EMPLOYER, once such employee becomes a covered member, provided there is no break in continuous service for more than one year. Shop Stewards shall have top seniority in the event of layoff.

#### SECTION B

If layoffs become necessary, non-permanent and seasonal employees shall be laid off first. Thereafter, part-time and probationary CETA employees within the classification shall be laid off. If additional layoffs become necessary employees with the greatest seniority shall have the right to displace a junior employee in the same classification in the employ of the EMPLOYER. Thereafter, if further layoffs are necessary, employees shall have the right to be transferred to another classification in the place of an employee with less seniority in the employ of the EMPLOYER, provided that the employee is qualified to do the work for the classification to which they seek transfer.

#### SECTION C

Employees who are laid off or downgraded in classification as a result of a layoff or economic cutback shall be restored to their former classification or work on temporary transfer when vacancies occur before any other employee is hired or promoted or offered temporary transfer to that classification.

#### SECTION D

A non-competitive class employee shall not displace a competitive employee under these provisions.

#### SECTION E

In the event of layoff full time employees who are to be laid off shall be given two (2) weeks notice in writing, which shall be served upon the UNION and the employee except for conditions beyond the EMPLOYER'S control.

The EMPLOYER shall provide the UNION with ten days' written notice of impending layoffs, which shall be sent via FACIMILE (during business hours - - 8:00 a.m. to 5:00 p.m.) and/or OVERNIGHT MAIL to the address of the UNION. The EMPLOYER and the UNION agree to negotiate the impact of the layoff upon written demand of the UNION made within five days of such notice by the EMPLOYER. Such demand shall likewise be sent via FACSIMILE and/or OVERNIGHT MAIL to the Director of Personnel. The UNION and the EMPLOYER agree that such meeting to negotiate the impact of the layoff shall take place prior to notice to employees provided that the UNION is available to meet within three days of the EMPLOYER'S receipt of the UNION'S demand (this limitation shall not apply if the employer is not available to meet). This section shall not apply to layoffs of non-permanent, temporary, seasonal, probationary, provisional or summer casual employees.

An alleged violation of this Article may be pursued by the UNION to arbitration pursuant to the rules of expedited arbitration of the American Arbitration Association. The UNION and the EMPLOYER agree that for purposes of expedited arbitration in accordance with this Article, a panel of three arbitrators will be established to hear and decide issues submitted on a rotating basis. The panel will be selected from a list of ten arbitrators provided by the American Arbitration Association by the EMPLOYER and the UNION each selecting one arbitrator from the list and the third arbitrator to be selected by each party striking from the list until one remains. Thereafter, such arbitrators shall serve in alphabetical order on a rotating basis. If the first list submitted by the American Arbitration Association does not contain a name acceptable as either the UNION'S or the EMPLOYER'S choice, the parties will request a second list from the Association.

## **SECTION F**

In the event of layoff, the EMPLOYER shall continue to pay health and UNION welfare insurance for a period of thirty (30) days beyond the date benefits would end upon termination or separation.

#### SECTION G

Upon layoff all wages, and vacation days shall be paid to the employee on the employee's last day of employment prior to the layoff. If the layoff lasts for a period of time greater than the period covered by the employee's unemployment insurance compensation benefits then the employee shall be paid their accrued sick leave benefits entitlement at that time.

## SECTION H

This article shall be subject to and governed by the Civil Service Law with Rules and Regulations related thereto. In the event any Section hereof conflicts with the Civil Service Law and its Rules and Regulations the Civil Service Rules and Regulations will govern.

## **SECTION I - Grass Cutting**

The Town and the Union must agree in writing each year of the Collective Bargaining Agreement to subcontract grass cutting to private contractors for the sole purpose, and limited to, sumps, roadside malls and right of ways.

## ARTICLE 18 LOSS OF SENIORITY

#### SECTION A

An employee shall lose seniority and employment will cease for any of the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged and is not reinstated. Reemployment at later date shall not mean reinstatement.
- c) If an employee who has been laid off, fails to report for work offered within fifteen (15) working days from the date of receipt or return of a Certified or registered letter addressed to the employee's last address show on the EMPLOYER'S records.

- (d) If the employee fails to return to work at the end of an authorized leave of absence, this period may be extended by the EMPLOYER.
- (e) After the employee is absent due to disability for a period of more than twelve (12) months or due to a layoff for a period of more than two (2) years. This time limit may be extended by mutual agreement between the EMPLOYER and the UNION for occupational injuries or illness (Worker's Compensation cases).
- (f) If an employee is absent for more than five (5) days without notifying the EMPLOYER, except for good cause shown, they shall lose seniority and employment shall cease.
- (g) The employee will accumulate no rights or fringe benefits during periods of lay-offs except that they shall be entitled to all negotiated salary increases.

## **SECTION B**

Seniority with regard to promotions and temporary transfers to higher classifications shall be retained from the employee's former department should they be transferred at the EMPLOYER'S request. The employee's seniority with regard to promotion and temporary assignments, however, will not be retained in the employee's new department if the transfer is due to the request or convenience of the employee.

## ARTICLE 19 PROTECTION OF EMPLOYEES

## SECTION A \*\* (Page 33)

Employees who are appointed from a Civil Service list are afforded the protection of article 5, Section 75 of the Civil Service Law of the State of New York and the Civil Service Rules of Suffolk County.

#### **SECTION B**

Permanent employees in the non-competitive and/or laborer class shall be on trial during the first six (6) months of employment and may be discharged without cause during this period. After completion of six months of service, a non-completive and/or laborer class employee's discharge may be challenged by the UNION through the grievance procedure, if so desired.

#### SECTION C

The EMPLOYER shall provide legal counsel to defend any employee as a result of an assault while acting on behalf of the EMPLOYER within the scope of their employment.

### SECTION D

If an assault of an employee, while in the performance of their duty, results in loss of time, the employee shall be paid in full and such absence shall not be deducted from any sick leave to which such employee is entitled.

Payments hereunder shall be for a maximum of twelve (12) months during an employee's period of employment with the EMPLOYER.

Four (4) months prior to the termination of these benefits the employee shall be advised in writing by the EMPLOYER of the date that such benefits will expire and that the employee should apply for other applicable benefits.

### SECTION E

An employee who is injured, while on the job and in the course of their employment, shall receive an amount equivalent to the difference between the benefits received under Worker's Compensation and their regular take home rate of pay, under the following plan, after an initial period of seven (7) weeks has elapsed from the original date of injury the following maximum payments:

- (1) Four (4) weeks for each of the first four (4) years of service, and
- (2) An additional three (3) weeks after completion of the fifth (5) year of service.

#### SECTION F

Workman's Compensation Procedure - An employee on workers compensation shall not be permitted to use vacation or personal time during the period on worker's compensation leave. The employee will use accrued sick time during said period.

Any employee who is on abusive sick time, on a last-chance agreement regarding attendance/lateness or deemed to have been or have an attendance or lateness problem, will be required to remain in their residence as listed within the Town records during the time period from 7:30 a.m. to 4:30 p.m. If the employee needs to leave the premises during this time period for any reason, the employee must provide the reason for leaving residence to the Town. During this period from 7:30 a.m. to 4:30 p.m. the employee must be available to answer the door in person for a Town representative or answer the telephone in person, not by answering machine, for a Town representative asserting the employee's status within the residence. Failure for the employee to be present via the telephone or in person will result in disciplinary charges being asserted against the employee.

An employee on worker's compensation for a period of more than one (1) year may be subject to separation from employment unless the employee is authorized to return to the full duties of their former position by a physician/healthcare professional

appointed by the Town. Any and all disagreements regarding the decision of the Town appointed healthcare professional or concerning the employee's return-to-work status is subject to the grievance/arbitration procedure of the Collective Bargaining Agreement and expedited arbitration pursuant to the rules of the American Arbitration Association.

## ARTICLE 20 SAFETY AND HEALTH

## **SECTION A**

The parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of an employee's Department Head.

### **SECTION B**

The EMPLOYER shall, within a reasonable amount of time, correct such unsafe and unhealthy working conditions.

## SECTION C

In any department where the EMPLOYER designates the use of truck or other motor vehicle (ex: garbage truck or Vac-all) to have a compliment of three members as the normal crew thereof, the truck or other motor vehicle will not work unless three employees are assigned to that particular unit.

## **SECTION D**

No employee shall be required to perform any work, which is unsafe or unhealthy.

### **SECTION E**

If an employee considers any truck, motor vehicle or other mechanical equipment unsafe, it shall be submitted to a mechanic for inspection and repair. If, in the opinion of the Automotive Supervisor, after an inspection and repair, the equipment is safe and in proper operating condition, then refusal to operate the equipment will subject the employee so refusing to disciplinary proceedings.

#### SECTION F

The EMPLOYER shall supply forms so that in the event an employee deems any equipment set forth in Section E hereof to be defective, he may note on the form the particulars of the defect. The mechanic shall note the results of his inspection or repair and return one (1) copy, signed by the mechanic, to the employee.

## SECTION G

In the event that the EMPLOYER is advised by the Suffolk County Health Department that an inoculation, vaccination or other immunization will help prevent any of its employees from contracting a disease the EMPLOYER will furnish such inoculation, vaccination or other immunization.

## SECTION H

The EMPLOYER agrees to the establishment of formal joint management/labor program to aid in the rehabilitation of employees having a problem with substance abuse.

## **SECTION I**

The EMPLOYER will supply to each of its employees a locker for the purpose of storing and changing clothes. The employee shall be further provided adequate washing facilities.

## SECTION J - Drug Testing

- A. The Union shall agree to a random drug testing policy for all members not covered by the current drug policy, provide CSEA members and all appointed officials either agree to or are subject to the same policy, which will be negotiated and agreed to by the Town and the Union.
- B. The following employees will become subject to drug testing: Bay Constables; Seasonal Bay Constables; Waste Water Treatment Plant Operators, Park Rangers, as well as Waste Water Treatment Employees (Grade 14 and above).

## ARTICLE 21 PERSONNEL FILES

## SECTION A

Upon request by the employee, the employee shall be permitted to examine their official employment personnel file.

#### SECTION B

There shall be only one official employee personnel file, which shall be located in the Personnel Office.

#### SECTION C

No material derogatory to an employee shall be placed in their personnel file unless they have had an opportunity to read the material. The employee shall have the right to file an answer to the material filed.

## ARTICLE 22 NON-DISCRIMINATION \*\* (Page 33)

The EMPLOYER and the UNION agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, national origin, political affiliation, sex, age or disability.

## ARTICLE 23 USE OF PERSONAL VEHICLES

Authorized mileage reimbursements shall be provided on the basis set forth by the IRS. In the event the State of New York or County of Suffolk shall increase the amount of such allowance to all its employees, the same increase shall be granted, after the effective date for State or County employees.

## ARTICLE 24 REFUSE DEPARTMENT

The Refuse Department will supply additional truck(s) to the normal complement for each route not picked up by reason of a holiday. The Refuse Department will post an extra chauffeur list.

## ARTICLE 25 SEWER DEPARTMENT

Laborer's title to be changed after one year on the job to Sewer Plant Worker.

## ARTICLE 26 USE OF TOWN TRUCKS

#### SECTION A

In an emergency, such as snow, an automotive mechanic as determined in the discretion of the Department head or his designee is to be on duty when more than one truck of the same type in the same department is in operation.

### **SECTION B**

In an emergency, such as snow removal, Town employees will be called in before any outside person or equipment.

## ARTICLE 27 UNION ACTIVITIES

## SECTION A

The UNION agrees that there shall be no UNION activity of any kind on the EMPLOYER'S time, or use of the EMPLOYER'S facilities for UNION purposes, except as provided in this Agreement.

#### SECTION B

There shall be no UNION mass meetings on the EMPLOYER'S premises at any time.

#### SECTION C - Bulletin Boards

The UNION may use the EMPLOYER'S bulletin boards for posting notices that are signed by UNION officials. However, the Grievance Officer must approve such notices. The EMPLOYER agrees that such approval shall not be unreasonably withheld.

## SECTION D - Shop Stewards

The UNION will notify the EMPLOYER, in writing, of the employee in each department who has been authorized by the UNION to act as steward in that department. The EMPLOYER will recognize such authorized steward as the UNION'S representative in each department.

#### SECTION E - Liaison Officer

The UNION may appoint a Liaison Officer to facilitate improved relations between the employees and the EMPLOYER for this unit. The Liaison Officer shall receive full release time and be paid at the highest grade, step and class provided within this agreement while serving as the Liaison Officer. The Liaison Officer shall not receive overtime for liaison work, however the liaison officer will be paid eight and one-half (8 1/2) hours per day. They also shall receive all increases that are applicable to their classification.

#### SECTION F - Labor Management Committee

The EMPLOYER and the UNION agree to jointly set up a program to conduct a labor/management relations program for shop stewards, supervisors and other supervisory personnel. The EMPLOYER and the UNION agree to establish a Labor/Management Relations Committee to discuss various topics of mutual interests and concern including but not limited to training programs. The Committee shall be composed of three (3) members appointed by the UNION and three (3) members appointed by the Town Supervisor.

## SECTION G - Office Space

The EMPLOYER shall provide the UNION with an office at 100 Main Street, Huntington, New York, without charge, for the purpose of conducting its business relative to the employees of the EMPLOYER.

## ARTICLE 28 PAYROLL DEDUCTIONS

## SECTION A - Union Dues

The EMPLOYER agrees to deduct uniformly and consistently on each pay period from the wages of the employees covered by this Agreement, who are members of the UNION, in conformity and consistent with the Laws of the State of New York, a deduction as may be authorized by the Employee for UNION membership dues, and transmit to the UNION on each pay period, provided each employee executes and files with the EMPLOYER a written authorization, authorizing the deduction by the employee of their regular Union dues as certified by the UNION, out of the wages due and payable to the employee.

#### SECTION B - Certification List

The UNION shall furnish the EMPLOYER with a certification of the amount of the UNION membership dues.

#### SECTION C - Agency Shop

An Agency Shop has been implemented and all employees of the EMPLOYER for which the UNION is the Certified Bargaining Agent, who are not members of the UNION, will be required to make payments equivalent to the regular dues as permitted by the New York State Legislature.

### SECTION D

All employees in this bargaining unit shall be furnished with a copy of the current employee's contract, which shall be reproduced by the EMPLOYER. A Local 342 membership application card and dues authorization card, a Local 342 insurance plan booklet and a Local 342 insurance plan enrollment form shall be furnished to all new employees in addition to a copy of this agreement.

#### **SECTION E**

The EMPLOYER also agrees to make payroll deductions for insurance premiums through the voluntary insurance program of Local 342 and for COPE 342.

### SECTION F - Credit Union

The EMPLOYER also agrees to make payroll deductions for employee deposits in the Suffolk County Employees Federal Credit Union.

## SECTION G - Deferred Compensation Plan

The EMPLOYER may adopt a Deferred Compensation Plan as permitted by the New York State Legislature.

## SECTION H - Automated Time Clock

The Town may at its option implement an electronic automated time keeping system.

## ARTICLE 29 NO STRIKE CLAUSE

The UNION agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support or suggest any strikes, slow-downs, mass resignations, mass absenteeism, picketing, or other similar actions which would involve suspension of or interference with the normal work of the EMPLOYER. In the event that UNION members participate in such activities in violation of this provision, the UNION shall, upon request, notify those members engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities shall be subject to any law, which controls such conduct.

## ARTICLE 30 GRIEVANCE PROCEDURE AND ARBITRATION

## **SECTION A**

- 1. A grievance is defined to be any difference, which may arise between the parties, or between the EMPLOYER and an employee covered by this Agreement as to any matter involving interpretation, application, or violation of any provisions of this Agreement. Any matter not involving the interpretation, application or violation of any provisions of this Agreement shall not be subject to the arbitration clause contained herein.
- 2. The EMPLOYER agrees that the UNION has a right to file a grievance at Step 1 and Step 2 of the grievance procedure.

## SECTION B

Grievances shall be processed as follows:

Step 1. The aggrieved employee, either directly or through their UNION representative shall submit their signed grievance to the Department Head or their representative, with one copy each to the Town Board and the UNION, within thirty (30) days from the occurrence of the grievance. The Department Head or their representative shall render a written decision to the employee within six (6) working days after the grievance has been presented to the Town with copies to the UNION and the Town Board.

In the event that the EMPLOYER fails to render a decision at Step 1 within the time limit outlined above within seven (7) days a second notice including a copy of the original grievance shall be sent to the Department Head with a copy to the Town Board. A delay by the EMPLOYER beyond an additional ten (10) days to render a decision and so notify the employee and the UNION in writing will result in the particular claim being sustained but will not constitute an interpretation of the rule upon which the claim was based.

Step 2. If the grievance has not been resolved at Step 1, the grievance shall be referred in writing by the aggrieved employee either directly or through their UNION representative and signed by the grievant to the Town Board or its designated representative with a copy to the UNION within ten (10) working days of the Step 1 determination. The Town Board or its designated representative shall render a decision to the employee within ten (10) working days after the grievance has been presented to him/her with a copy to the UNION.

In the event that the EMPLOYER fails to hear and render a decision at Step 2 within thirty (30) days in writing it will result in the particular claim being sustained but will not constitute an interpretation of the rule upon which the claim was based.

Step 3. If the grievance is not settled at Step 2, it may be referred by the UNION within thirty (30) days of the Step 2 determination to an arbitrator selected pursuant to the rules of the Public Employment Relations Board. The decision of the arbitrator shall be final and binding upon the parties.

In the event the grievant or UNION fails to follow any of the time limits outlined above, the grievance shall be deemed waived or withdrawn.

\*\* This provision is subject to the grievance procedure, but shall not be subject to arbitration unless the UNION and each employee affected by the grievance submit a written waiver to the EMPLOYER prior to submission to arbitration that the employees affected agree to accept the arbitration award as their exclusive remedy for any claims arising out of the events giving rise to the grievance, and specifically waive their right to pursue any other legal or equitable remedy against the EMPLOYER based on the events

giving rise to the grievance. Such waiver shall preclude any other cause of action in the courts or any other administrative agency against the EMPLOYER by the employees affected by the alleged grievance.

### SECTION C

The EMPLOYER and the UNION shall share the Arbitrator's fee equally unless otherwise directed by the Arbitrator.

#### SECTION D

A non-member of the UNION and member of the bargaining unit shall have the right to present and process a grievance. A UNION representative shall have the right to be present as an observer at any step of the grievance procedure where a non-member's grievance is being discussed.

### SECTION E

Time limits prescribed in the grievance procedure may be extended by mutual written agreement of the UNION and the EMPLOYER.

### SECTION F

The Town Board shall retain the right to designate any representative to handle grievances or, upon notice to the UNION, to change such designated representative.

#### **SECTION G**

The Arbitrator shall have no power to add to or subtract from any of the provisions of the Agreement.

# ARTICLE 31 TIME OFF FOR GRIEVANCES

#### SECTION A

For the purpose of this Agreement, representatives of the UNION who are employees of the EMPLOYER involved in a grievance which is being handled with the EMPLOYER will not suffer a deduction in pay for time spent during regular working hours attending meetings with the EMPLOYER'S officials.

#### SECTION B

If it is deemed necessary by the EMPLOYER for the UNION'S shop steward and the EMPLOYER to discuss the EMPLOYER'S business outside of the shop steward's regular working hours, the shop steward shall be paid overtime at time-and-one-half.

## ARTICLE 32 MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to limit the EMPLOYER in the exercise of the regular and customary functions of management, including (but not excluding others) the right to hire, supervise and direct the working force; to discipline, suspend, or discharge for cause; to transfer or lay off employees for lack of work; to determine the kind, character and class of work; to take on work and acquire materials from any sources obtainable; to transfer work; to establish methods and processes; to evaluate and slot jobs in the job grading schedule as attached hereto and made a part hereof to establish standards of performance; and to control the course of flow methods and system of operation; and to conduct its business in accordance with law.

# ARTICLE 33 PHYSICAL EXAMINATION

### SECTION A

The EMPLOYER reserves the right when hiring new employees to have such prospective employees physically examined by an accredited neutral physician paid by the EMPLOYER to be certain that said prospective employee is physically prepared to perform the job for which they are being considered.

#### SECTION B

The EMPLOYER reserves the right when an employee is intending to return to work after a long illness and/or an operation; or when an employee is intending to return to work after a Workers Compensation absence, to have said employee examined by an accredited neutral physician paid by the EMPLOYER to be certain that said employee is physically prepared to return to their job.

#### SECTION C

The EMPLOYER reserves the right, when an employee becomes a chronic absentee due to successive illness or successive accidents on the job to have said employee examined by an accredited neutral physician paid by the EMPLOYER to be certain that the employee is physically able to perform their assigned job.

### SECTION D

In the event the employee after examination is found to be physically able to work, but not at their usual duties, the EMPLOYER may place the employee on light duty for a period of not more than three (3) months, at the end of which time the employee shall submit to a new physical examination and if it is found at that time that they are unable to return to their regular duties they shall submit to a re-evaluation for a

new job grading and classification within the scope of their physical ability. If the physical examination, however, discloses that the employee is physically unfit to perform the usual duties of an employee, said employee will be found to be unfit for duty and their position with the Town, shall be terminated.

# ARTICLE 34 PROVISION OF AGREEMENT

### SECTION A

Should any provision of this Agreement or any supplement thereto be held invalid by any Court or Tribunal of competent provision shall be restrained by an Court, all other provisions of this Agreement and any supplement thereto, shall remain in force.

# SECTION B \*\* (Page 33)

Unless specifically provided for herein, the Civil Service Law and Rules of the Suffolk County Civil Service Commission shall govern.

# ARTICLE 35 COMPLIANCE WITH CIVIL SERVICE LAW

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.

# ARTICLE 36 EFFECTIVE DATE

All terms and provisions, unless otherwise specified, shall become effective 12:01 a.m. the 1st day of January 2016.

# ARTICLE 37 TERMINATION

This agreement will terminate midnight December 31, 2021, unless opened by the union pursuant to ARTICLE 13 SECTION A.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first mentioned above.

TOWN OF HUNTINGTON

upervisor

LOCAL 342, LONG ISLAND PUBLIC SERVICE EMPLOYEES, UNITED

SERVICE EMPLOYEES, UNITED MARINE DIVISION, INTERNATIONAL

LONGSHOREMEN'S ASSOCIATION,

AFL-CIO

William M. Hennessey

President & General Manager

# **BLUE COLLAR GRADES LISTING**

<u>GRADE</u>	TITLE	CIVIL SERVICE PAYROLL TITLE
1	Home Bound Clerk Gift Shop Clerk Rink Guard Cashier Range Officer I Hockey Instructors	Clerk Part-time (Senior Citizen) Clerk Part-time (Senior Citizen)
2	Home Chore Laborer Home Aide Senior Rink Guard Range Officer II	Laborer Part-time (Senior Citizen)
3	Assistant Ice Rink Manager (part-time only)	
4	EMT's Home Health Aide	
5	Home Aide Clerk Senior Club Leader Home Chore Coordinator Part-time Clerk Typist (Youth Bureau)	Clerk Typist (Part-time Senior Citizen) Senior Citizens Club Leader Laborer (Senior Citizens Labor Crew Leader) Range Officer III
6	Guard Kitchen Aide Senior Citizens Mini Bus Driver Activity Aide/Home Health Aide II	Food Service Worker Mini Bus Driver Recreation Aide (Part-time Senior Citizen)
8	Custodial Worker Museum Guard Senior Assistant Ice Rink Mgr.	Assistant Ice Rink Manager (full-time)
9	Laborer Parking Meter Collector Starter/Laborer Assistant Cook	Assistant Cook
10	Automotive Equipment Operator Dispatcher Kennel Attendant Sewer Plant Worker Driver/Dispatcher- Sr. Citizen	Laborer (Sewer) Driver Dispatcher

**EISEP Coordinator EISEP Coordinator** Senior Citizens Aide Day Care Satellite Coordinator Guard II Guard II Water Meter Reader Water Meter Reader Mowers with 12.0 ft or less cutting width 11 Automotive Servicer (Auto Mechanic I) Bus Driver (Seating more than 15 passengers Sanitation Worker (Laborer (Refuse)) Cook Manager Cook Sickle Bar Lawn Tractor HEO - 10 Wheel Truck Driver Mowers with more than 12.0 ft. cutting width 12 Heavy Equipment Operator Incinerator Plant Attendant (Laborer (IPA)) Incinerator Stoker (Laborer (Incinerator)) Maintainer (Maintenance Mechanic II) Refuse Chauffeur Senior Water Meter Reader Senior Water Meter Reader 13 Carpenter (Maintenance Mechanic III) E Cement Finisher (Maintenance Mechanic III) D Electrician (Maintenance Mechanic III) Painter (Maintenance Mechanic III) Plumber (Maintenance Mechanic III) Special Deputy (Laborer (Special)) Tree Trimmer I Automotive Parts Clerk Executive Assistant to the Director of Environmental Waste Mgt. 14 Automotive Mechanic (Auto Mechanic III) Electrician (Licensed) (Maintenance Mechanic III Machinist (Licensed)) Maintenance Mechanic Waste Water Treatment Plant Operator (Certificate) Plumber (Licensed) (Maintenance Mechanic III Bay Constable (Licensed)) Sign Painter Senior Citizens Advocate Sr. Counselor Street Light Maintainer (Maintenance Mechanic III Water Treatment Plant

Sr. Citizen Aide

**Nutrition Satellite Coordinator** 

Operator (Certificate)

- 15 Senior Maintenance Mechanic (Maintenance Mechanic IV)
  Parking Meter Repairer

  16 Dog Warden (Dog Control Officer)
  Senior Fire Marshall
- \* Bay Constable Grade 13 2002 and January 1, 2003 to Grade 14
- \* Seasonal Bay Constable will be paid at a Grade 14 first step
- \* Senior Assistant Ice Rink Manager will be paid a Grade 8 at the 25th month for three years or until appointed from the Civil Service list at which time they will then be paid Grade 8 at the 37th month
- \* Part-time Inspectors (Building Department)

Grade 13	13th month	Approval of contract
Grade 14	25th month	January 1, 2004
Grade 15	37th month	January 1, 2005

\* Boat Operator With Operators License Grade 9
Starting Salary

\* Boat Operator Master License 25 Ton to 75 Ton Grade 10 Salary

\* Boat Operator Master License 100 Ton Grade 12 Starting Salary

GRADE	STARTING SALARY	13th month	25th MONTH	37th MONTH	49th MONTH
1	\$9.2965	\$9.7386	\$9.9675	\$10.1968	\$11.7186
2	\$11.2443	\$11.7845	\$12.0627	\$12.3408	\$14.2230
3	\$12.5208	\$13.1755	\$13.4866	\$13.7977	\$15.4014
4	\$13.7647	\$14.4851	\$14.7795	\$15.0741	\$17.7911
5	\$14.0921	\$16.9562	\$17.3654	\$17.7746	\$22.2758
6	<b>\$</b> 14.3869	\$18.8712	\$21.1137	\$23.3561	\$27.8077
7	\$14.7305	\$19.3458	\$21.6537	\$23.9615	\$28.7244
8	\$15.2870	\$19.9351	\$22.2592	\$24.5835	\$29.5590
9	\$15.8434	\$20.5410	\$22.8896	\$25.2380	\$30.3938
10	\$18.0363	\$22.9630	\$25.4264	\$27.8897	\$33.3072
11	\$19.3785	\$24.3215	\$26.7929	\$29.2645	\$34.6983
12	\$20.7702	\$25.7128	3 \$28.1841	\$30.6556	\$36.0730
13	\$22.1611	\$27.1037	<b>* \$29.575</b> 5	\$32.0467	\$37.4479
14	\$23.5356	\$28.4784	\$30.9502	\$33,4218	\$38.8555
15	\$24.9435	\$29.8699	\$32,3332	\$34.7963	\$40.2138
16	\$26.3019	\$31,2447	7 \$33.7162	\$36.1877	\$41.6051

NON PERMANENT \$13.65 HOUR

GRADE	STARTING SALARY	13TH MONTH	25TH MONTH	37TH MONTH	49th MONTH
1	\$9.4592	\$9.9090	\$10.1419	\$10.3752	\$11.9237
2	\$11.4411	\$11.9907	\$12.2738	\$12.5568	\$14.4719
3	\$12.7399	\$13.4061	\$13.7226	\$14.0392	\$15.6709
4	\$14.0056	\$14.7386	\$15.0381	\$15.3379	\$18.1024
5	\$14.3387	\$17.2529	\$17.6693	\$18.0857	\$22.6656
6	\$14.6387	\$19.2014	\$21.4832	\$23.7648	\$28.2943
7	\$14.9883	\$19.6844	\$22.0326	\$24.3808	\$29.2271
8	\$15.5 <del>54</del> 5	\$20.2840	\$22.6487	\$25.0137	\$30.0763
9	\$16.1207	\$20.9005	\$23.2902	\$25.6797	\$30.9257
10	\$18.3519	\$23.3649	\$25.8714	\$28.3778	\$33.8901
11	\$19.7176	\$24.7471	\$27.2618	\$29.7766	\$35.3055
12	\$21.1337	\$26.1628	\$28.6773	\$31.1921	\$36.7043
13	\$22.5489	\$27.5780	\$30.0931	\$32.6075	\$38.1032
14	\$23.9475	\$28.9768	\$31.4918	\$34.0067	\$39.5355
15	\$25.3800	\$30.3926	\$32.8990	\$35.4052	\$40.9175
16	\$26.7622	\$31.7915	\$34.3062	\$36.8210	\$42.3332

NON PERMANENT \$13.65 PER HOUR

GRADE	STARTING SALARY	13TH MONTH	25TH MONTH	37TH MONTH	49th MONTH
1	\$9.6247	\$10.0824	\$10.3194	\$10.5568	\$12.1324
2	\$11.6413	\$12.2005	\$12.4886	\$12.7765	\$14.7252
3	\$12.9628	\$13.6407	\$13.9627	\$14.2849	\$15.9451
4	\$14.2507	\$14.9965	\$15.3013	\$15.6063	\$18.4192
5	\$14.5896	\$17.5548	\$17.9785	\$18.4022	\$23.0622
6	\$14.8949	\$19.5374	\$21.8592	\$24.1807	\$28.7895
7	\$15.2506	\$20.0289	\$22.4182	\$24.8075	\$29.7386
8	\$15.8267	\$20.6390	\$23.0451	\$25.4514	\$30.6026
9	\$16.4028	\$21.2663	\$23.6978	\$26.1291	\$31.4669
10	\$18.6731	\$23.7738	\$26.3241	\$28.8744	\$34.4832
11	\$20.0627	\$25.1802	\$27.7389	\$30.2977	\$35.9233
12	\$21.5035	\$26.6206	\$29.1792	\$31.7380	\$37.3466
13	\$22.9435	\$28.0606	\$30.6197	\$33.1781	\$38.7700
14	\$24.3666	\$29.4839	\$32.0429	\$34.6018	\$40.2274
15	\$25.8242	\$30.9245	\$33.4747	\$36.0248	\$41.6336
16	\$27.2305	\$32.3479	\$34.9066	\$37.4654	\$43.0740

GRADE	STARTING SALARY	13TH MONTH	25TH MONTH	37TH MONTH	49th MONTH
1	\$9.8172	\$10.2840	\$10.5258	\$10.7679	\$12.3750
2	\$11.8741	<b>\$12.4445</b>	\$12.7384	\$13.0320	\$15.0197
3	\$13.2221	\$13.9135	\$14.2420	\$14.5706	\$16.2640
4	\$14.5357	\$15.2964	\$15.6073	\$15.9184	\$18.7876
5	\$14.8814	\$17.9059	\$18.3381	\$18.7702	\$23.5234
6	\$15.1928	\$19.9281	\$22.2964	\$24.6643	\$29.3653
7	\$15.5556	\$20.4295	\$22.8666	\$25.3037	\$30.3334
8	\$16.1432	\$21.0518	\$23.5060	\$25.9604	\$31.2147
9	\$16.7309	\$21.6916	\$24.1718	\$26.6517	\$32.0962
10	\$19.0466	\$24.2493	\$26.8506	\$29.4519	\$35.1729
11	\$20.4640	\$25.6838	\$28.2937	\$30.9037	\$36.6418
12	\$21.9336	\$27.1530	\$29.7628	\$32.3728	\$38.0935
13	\$23.4024	\$28.6218	\$31.2321	\$33.8417	\$39.5454
14	\$24.8539	\$30.0736	\$32.6838	\$35.2938	\$41.0319
15	\$26.3407	\$31.5430	\$34.1442	\$36.7453	\$42.4663
16	\$27.7751	\$32.9949	\$35.6047	\$38.2147	\$43.9355

GRADE	STARTING SALARY	13TH MONTH	25TH MONTH	37TH MONTH	49th MONTH
1	\$10.0135	\$10.4897	\$10.7363	\$10.9833	\$12.6225
2	\$12.1116	\$12.6934	\$12.9932	\$13.2926	\$15.3201
3	\$13.4865	\$14.1918	\$14.5268	\$14.8620	\$16.5893
4	\$14.8264	\$15.6023	\$15.9194	\$16.2368	\$19.1634
5	\$15.1790	\$18.2640	\$18.7049	\$19.1456	\$23.9939
6	\$15.4967	\$20.3267	\$22.7423	\$25.1576	\$29.9526
7	\$15.8667	\$20.8381	\$23.3239	\$25.8098	\$30.9401
8	\$16.4661	\$21.4728	\$23.9761	\$26.4796	\$31.8390
9	\$17.0655	\$22.1254	\$24.6552	\$27.1847	\$32.7381
10	\$19.4275	\$24.7343	\$27.3876	\$30.0409	\$35.8764
11	\$20.8733	\$26.1975	\$28.8596	\$31.5218	\$37.3746
12	\$22.3723	\$27.6961	\$30.3581	\$33.0203	\$38.8554
13	\$23.8704	\$29.1942	\$31.8567	\$34.5185	\$40.3363
14	\$25.3510	\$30.6751	\$33.3375	\$35.9997	\$41.8525
15	\$26.8675	\$32.1739	\$34.8271	\$37.4802	\$43.3156
16	\$28.3306	\$33.6548	\$36.3168	\$38.9790	\$44.8142

GRADE	STARTING SALARY	13TH MONTH	25TH MONTH	37TH MONTH	49th MONTH
1	\$10.2138	\$10.6995	\$10.9510	\$11.2030	\$12.8750
2	\$12.3538	\$12.9473	\$13.2531	\$13.5585	\$15.6265
3	\$13.7562	\$14.4756	\$14.8173	\$15.1592	\$16.9211
4	\$15.1229	\$15.9143	\$16.2378	<b>\$</b> 16. <b>5</b> 615	\$19.5467
5	\$15.4826	\$18.6293	\$19.0790	\$19.5285	\$24.4738
6	\$15.8066	\$20.7332	\$23.1971	\$25.6608	\$30.5517
7	\$16.1840	\$21.2549	\$23.7904	\$26.3260	\$31.5589
8	\$16.7954	\$21.9023	\$24.4556	\$27.0092	\$32.4758
9	\$17.4068	\$22.5679	\$25.1483	\$27.7284	\$33.3929
10	\$19.8161	\$25.2290	\$27.9354	\$30.6417	\$36.5939
11	\$21.2908	<b>\$26</b> .7215	\$29.4368	\$32.1522	\$38.1221
12	\$22.8197	\$28.2500	\$30.9653	\$33.6807	\$39.6325
13	\$24.3478	\$29.7781	\$32.4938	\$35.2089	\$41.1430
14	\$25.8580	\$31.2886	\$34.0043	\$36.7197	\$42.6896
15	\$27.4049	\$32.8174	\$35.5236	\$38.2298	\$44.1819
16	\$28.8972	\$34.3279	\$37.0431	\$39.7586	\$45.7105