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AGREEMENT
BY AND BETWEEN
THE CITY OF ITHACA
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC.
LOCAL 1000, AFSCME, AFL-CIO
CSEA
CITY OF ITHACA D.P.W. UNIT
TOMPKINS COUNTY LOCAL 855

January 1, 2008

To

RECEIVED December 31, 2011
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 30 2009

ADMINISTRATION

98

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ARTICLE I

PREAMBLE

1. The City of Ithaca, New York, and the Civil Service Employees Association Inc., City of Ithaca D.P.W. Unit 8901 of the Tompkins County Local 855, representing the Union, do hereby reach agreement for the purpose of enhancing the material conditions of the employees, to promote the general efficiency of the City of Ithaca, hereinafter referred to as the City, to eliminate as far as possible, political consideration from hiring policy and to promote the well-being and security of employees.
2. It is the intent and purpose of the parties herein that this Agreement covering rates of pay, hours of work and conditions of employment will promote and establish a basis for securing cooperation, harmony and good will between the City, its employees, the Union and its members.

ARTICLE II

RECOGNITION

1. During the term of this Agreement, and for the maximum period permitted under Section 208C of the New York State Civil Service Law, the City of Ithaca recognizes the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, City of Ithaca D.P.W. Unit 8901 of the Tompkins County Local 855 as the sole and exclusive representative of all hourly-rated employees of the Department of Public Works of the City of Ithaca as well as hourly-rated DPW unit members working in any City department, through the grade of Working Supervisor, exclusive of seasonal and all other employees.
2. In the event new title(s) are proposed by the City, the titles will be made available, upon their approval by the Common Council, to the C.S.E.A.
3. The City shall deduct from the salaries and wages of employees and remit to the C.S.E.A., 143 Washington Avenue, Albany, New York 12210, all regular membership dues and insurance premiums for those employees who sign an authorization permitting such payroll deductions. The Union shall have exclusive rights to such deductions.
4. The C.S.E.A., having been recognized as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wages and salaries of employees of said bargaining unit who are not members of the C.S.E.A., the amount equivalent to the dues levied by the C.S.E.A., and the Fiscal or disbursing Officer shall make such deductions and transmit the sum so deducted to the C.S.E.A.
 - a. If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's paycheck, such

deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

5. The City shall provide to the C.S.E.A. a listing of all employees in the D.P.W. Unit with name, social security number, work location and date of hire. Each quarter and thereafter the list will be updated.

ARTICLE III

POLICY AND PURPOSES

1. This Agreement is entered into and shall be administered under and interpreted pursuant to Article 14 of the Civil Service Law of the State of New York (commonly known as the Public Employees' Fair Employment Act), the rules and regulations of the Public Employment Relations Board of the State of New York, the Civil Service Law of the State of New York and the local laws, ordinances, rules and regulations of the City of Ithaca and the amendments thereto or substitution therefore, and all other applicable statutes, laws, ordinances, rules and regulations of the State of New York, as the same are applicable hereto.
2. It is understood that, as mandated by Article 14 of the Civil Service Law of the State of New York, there shall be no strike, sit down, or work stoppage during the life of this Agreement, nor shall any officer, representative or official of the Union authorize, assist, or encourage any such action.
3. This Agreement shall be effective January 1, 2008 and terminate on December 31, 2011. However, should negotiations for a new Agreement extend beyond the expiration date of this Agreement, then and in that event, the terms and conditions of this Agreement shall be continued in full force and effect until a new Agreement between the parties hereto is entered into.

ARTICLE IV

MANAGEMENT RIGHTS

1. The D.P.W. Unit recognizes the right of the City Council and the Department Heads to reorganize departments and services in the interest of improved or more efficient services to City residents provided such changes shall not be in violation of any other section of this Agreement or Law.

2. It is agreed that the employer retains the right to direct employees, to hire, promote, transfer, discipline subject to law and terms and conditions of this Agreement, to maintain the efficiency of operations entrusted to the employer, to determine the methods, means, process and personnel by which said operations are to be conducted, and to take whatever action is necessary to carry out the mission of the department provided that such rights shall not be in violation of any section of this Agreement or mandatory sections of Law.

ARTICLE V

RECIPROCAL ORGANIZATION RIGHTS

1. The City shall so administer its obligations under this Agreement in a manner which would be fair and impartial to all employees and shall not discriminate against any employee for reason of sex, national origin, race, creed, color, age or marital status.
2. The Department will provide a bulletin board of reasonable size at the Water and Sewer facility, Streets and Facilities building, City Hall, Cass Park, Seneca garage, Dryden Road garage, Ithaca Police Department and GIAC locations where bargaining unit members are employed for the exclusive use of the Union.
3. The President, or his or her designee, the CSEA representative, and the five (5) officers of the Union shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement. The Union shall be granted up to 240 cumulative hours of paid leave per year for the purpose of conducting Union business.
4. The designated representatives appearing on behalf of employees at each step of the grievance procedure shall not exceed one (1) representative per grievance unless this requirement is waived by agreement of both parties.
5. The C.S.E.A. Field Representative and agents of the C.S.E.A. shall notify the Administrative Head of the facility on arrival of their presence and the reason of said visit.
6. The Union agrees that it and its members will restrict the amount of necessary Union activity conducted on City time to the lowest possible minimum and agrees to use everything in its power to prevent abuses of City time for Union activity as defined in this section, and to counsel its members when necessary for any abuse of this privilege.
7. The D.P.W. Unit will promptly advise the Director of Human Resources in writing of all its officials and representatives of any change.
8. An employee who is elected as a member of the C.S.E.A. Board of Directors shall be granted twelve (12) days leave per year to attend designated meetings. The employee will provide as much advance notice as possible so as not to interfere with the efficiency of City operations.

The City will be reimbursed for all costs to the City for wages, salaries, fringe benefits, and required statutory deductions in advance of such leave.

9. The City will grant employees who are elected as delegates to attend the C.S.E.A. annual convention, with time to be charged to accrued leave provisions.
10. An employee who is elected President of the Tompkins County CSEA Local 855 shall be granted five (5) hours leave per month for the purpose of conducting union business.

ARTICLE VI

LABOR/MANAGEMENT RELATIONS

1. Negotiations

All negotiations with respect to wages and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the City during regular working hours or may be scheduled outside regular working hours upon mutual agreement of both parties. The Union Negotiating Committee shall consist of five (5) City employees. The Union and City may bring advisors, as deemed necessary and at their own expense, to the meetings. In no event shall the City be required to pay overtime for employees who are involved in negotiating or conducting Union business.

2. Job Re-allocation

- a. During the term of the contract, the City or the Union may request Re-allocation of an existing job title on the basis that there has been or will be an increase in job duties, provided that the City shall not be required under this section to review any job title more frequently than once in every five years. If the job title review discloses an overall increase in job duties and a re-allocation is warranted, the City shall make an appropriate adjustment in the compensation, pursuant to Article IX, Section 2C. The adjustment to compensation shall be effective as of the date of the request of re-allocation.
- b. This section is not intended to prevent employees or the Union from seeking a re-allocation. It is intended to specify the minimum response that the City may give to such a request. If an individual wishes to request re-allocation, the individual should submit a request to the Director of Human Resources, with a copy to the Union President, with what the employee believes to be sufficient justification for such re-allocation. This section is not intended to limit the employee's rights to request a reclassification under Civil Service Law. This section is subject to the grievance procedure.

- c. Any request for re-allocation will be answered within 90 days unless a delay is mutually agreed upon by the City and the Union.

3. Standing Labor-Management Committee

- a. A Committee composed of the CSEA representative, three (3) members of the Union and three (3) representatives from the City Administration shall be formed to discuss mutual concerns of the parties. The Committee shall meet not later than ten (10) days following a written request by the chairperson of either side, accompanied by a proposed agenda, made to the chairperson of the other side. Any positive results of such labor/management discussions may be made effective through the signing of a Memorandum of Understanding by the duly authorized representatives of both parties and by amendment of applicable rules and regulations or by other administrative directives as required.
- b. No reprisals shall be taken by either side against any individuals for statements made at such meetings.

ARTICLE VII

COMPENSATION

- 1.
 - a. Effective January 1, 2008, all employees shall receive a \$300 increase, calculated at an hourly rate, on their 2007 salary followed by the 2008 annual increase. Effective January 1, 2008, all employees shall have their base 2007 hourly rate increased by 3.5%.
 - b. Effective January 1, 2009, all employees shall have their base 2008 hourly rate increased by 4%.
 - c. Effective January 1, 2010, all employees shall have their base 2009 hourly rate increased by 4%.
 - d. Effective January 1, 2011, all employees shall have their base 2010 hourly rate increased by 4%.
- 2. Longevity: All employees shall be eligible for an annual longevity payment, as listed below for 2008, 2009, 2010, and 2011:
Effective January 1, 2008
 - 10-14 years \$550 annual payment
 - 15-19 years \$850.00 annual payment
 - 20+ years \$1050.00 annual payment

Effective January 1, 2009 thru December 31, 2010

10-14 years	\$600.00 annual payment
15-19 years	\$850.00 annual payment
20+ years	\$1100.00 annual payment

Effective January 1, 2011

10-14 years	\$650.00 annual payment
15-19 years	\$900.00 annual payment
20 +	\$1150.00 annual payment

Fifty percent of the annual payment, as listed above, shall be made the first week in July for employees on the payroll on June 30th and the last week in December for employees on the payroll through December 31st.

Employees separated from employment shall not be eligible. Employees on an unpaid leave of absence will be eligible for payment upon their return to the payroll.

3. Minimum Hourly Rates

The minimum hourly rates for positions covered by this Agreement are as stated in the attached compensation chart, identified as Appendix B. These minimum rates shall automatically adjust upward during the life of this contract by one half (1/2) a percentage of a point below the annual increase. The City may however, at its discretion, revise these rates during the term of this contract; provided, however, that in no event shall the hourly rate of an existing employee be less than the minimum hourly rate established for the employee's job title. The City normally hires employees at the minimum step of their respective salary grades. However, on occasion, the Common Council may approve a higher starting rate in view of special circumstances, or scarcity of qualified employees.

In the event that the City hires a new employee into a unit title at a rate higher than the scheduled rate, all other employees within that title shall receive no less than the hourly rate of the new hire. This language shall not apply to promotions.

4. Compensatory Time

Compensatory Time shall be credited at one and one half times for all hours worked in excess of forty hours in any work week. Employees may accumulate a maximum of 240 hours annually of compensatory time. All accumulated and unused compensatory time as of December 31 of any calendar year will be paid to employees (or their estate) at the rate earned no later than January 31st of the following year (ex: 110 hours unused compensation time as of December 31, 2007 shall be paid to the employee by January 31, 2008 at the 2007 hourly rate). Request for use of accumulated compensatory time shall be handled in the same manner as personal time requests.

5. Part-Time Employees

All employees who work nineteen (19) or more hours per week shall receive the benefits of this Agreement, including leave time accumulated, on a pro rata basis; provided, however, that health insurance coverage for said employees shall be provided on a full-time basis.

6. Direct Deposit

Each employee, at the employee's discretion, may opt to participate in a direct deposit program to be offered by the City.

ARTICLE VIII

HOURS OF DAY AND WORK WEEK

The present rules of the Board of Public Works and the Code of the City of Ithaca shall govern the number of hours per day which an employee will be required to work and the number of hours per week the employee shall be required to work.

1. The standard workweek shall be forty (40) hours for all employees covered by this Agreement.
2. All time worked by any employee in excess of forty (40) hours per week shall be paid at the rate of time and one-half.
3. In computing overtime, the use of any paid leave (vacation, sick, personal, compensatory time, etc.), shall be considered as time worked.
4. The City may not reschedule the workweek, hours, or shifts of employees in order to avoid the payment of overtime.
5.
 - a. Employees called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours per day at time and one-half. Employees called in to work on a holiday shall be granted a minimum of four (4) hours/day at double time.
 - b. Employees scheduled to work overtime that is not contiguous with their normal work day shall receive at least four (4) hours pay at the rate of time and one-half. At the department head's discretion, the employee may be required to work the four (4) hours once the employee comes in to work.
 - c. Scheduled overtime hours that are contiguous with the normal work shift shall be at time and one half rate for the hours worked outside the normal work shift with no minimum

amount. Employees must have forty (40) hours credited at their regular rate during the week before receiving overtime

- d. Employees called for unscheduled work outside their regular work shift shall be guaranteed a minimum of four (4) hours at time and one half rate except as follows:

- 1. No minimum payment to be made for hours after the normal shift (i.e. if an employee is asked to stay beyond their regularly assigned work shift the employer is not required to guarantee an amount of hours. The employee shall be paid for whatever he/she works.)

- 2. Reporting 0-2 hours before shift start receives two-hour minimum.

- 3. Reporting prior to two hours of shift start receives four-hour minimum.

- 6. All sanitation workers shall be guaranteed forty (40) hours per week plus time and one-half for all Saturdays, and double time for scheduled holidays.

- 7. The Superintendent of Public Works may establish workweeks consisting of ten hour days, four days per week, for construction crews. Such crews shall be paid at the normal rate of pay. Employee participation in such a work schedule shall be voluntary.

- 8. a. Effective August 1, 2008 a shift differential of one dollar and ten cents (\$1.10) per hour will be paid for all hours actually worked by an employee, when the employee's regularly scheduled shift hours occur between the hours of 3:30 p.m. and 7:00 a.m.

Effective January 1, 2011 a shift differential of one dollar and fifteen cents (\$1.15) per hour will be paid for all hours actually worked by an employee, when the employee's regularly scheduled shift hours occur between the hours of 3:30 p.m. and 7:00 a.m.

- b. For employees whose established schedule includes Saturday and Sunday for less than six months, effective August 1, 2008, a shift differential of one dollar and ten cents (\$1.10) per hour shall be paid for all hours worked on Saturday and or Sunday. Effective January 1, 2011, a shift differential of one dollar and fifteen cents (\$1.15) per hour will be paid for all hours actually worked on Saturday and or Sunday.

If the employee's regular shift includes Saturday and/or Sunday work as part of their regular workweek, no differential shall apply.

Established schedule and regular shift refer to the work schedule the employee was hired, promoted or permanently transferred to do.

9. The special "Snow Watch" shift, which operates from 7:00 p.m. to 3:30 a.m. on a seasonal basis, effective August 1, 2008, shall receive a differential of one dollar and ten cents (\$1.10) per hour for all hours actually worked on a shift.

Effective January 1, 2011, the shift differential for the special "Snow Watch" shift shall be one dollar and fifteen cents (\$1.15) per for all hours actually worked on a shift.

10. All employees shall be entitled to two (2) 15 minute breaks per shift, to be taken after working at least two (2) hours into a shift. Fifteen minutes shall be the total allotment of time allowed per break, and shall include travel time to and from work site.

ARTICLE IX

SENIORITY

1. Seniority according to this Agreement shall consist of the accumulated paid service of the employee with this City. The employee's earned seniority shall not be lost because of absence due to illness, authorized leaves of absence, or temporary lay-off, in accordance with Civil Service regulation (one (1) year or less). Seniority lists shall be brought up to date once a year, January 1st. This list shall be posted in a conspicuous place and a copy shall be sent to the Secretary of the Union.
2. Appointments and promotions to positions shall be made on the basis of seniority, subject to an identification of differences between employees with respect to relevant factors concerning the employee's ability to perform the required duties and responsibilities satisfactorily. The relevant factors may vary from vacancy to vacancy, and shall be determined by the City in accordance with the requirements of the position.
 - a. The City shall have the right to appoint, promote, and assign pursuant to this Article. Employees may grieve such actions in accordance with the Grievance Procedure of this Agreement.
 - b. Promotion is movement to a higher job classification. Whenever two (2) or more employees are rated equally by the City for promotion, the employee with the highest seniority shall be promoted.
 - c. Upon promotion, an employee shall receive either the minimum pay for the new position, or an eight (8%) percent increase over his/her previous rate of pay, whichever is greater.

If an employee is promoted and earns more than a more senior employee in the same title then the more senior persons salary will be adjusted to meet the salary of the newly promoted, less senior employee.

- d. All vacancies above the grade of Laborer shall be conspicuously posted, in a secure place, by the City within five (5) days of such opening. A copy of the posting shall be sent to the Unit President.
3. Seniority, subject to the operating needs of the department, or subject to the identification of differences between employees with respect to relevant factors concerning the employee's ability to perform the required duties and responsibilities satisfactorily, shall be the determining factor in other matters concerning the assignment and scheduling of work.
 - a. Overtime shall be distributed pursuant to the overtime call out agreement (Appendix D). The overtime call-out agreement shall not apply to emergency situations.

4. Layoffs

If it becomes necessary to reduce the work force, layoffs shall be conducted in accordance with the following procedure:

- a. Pursuant to Article IX, Section 1 and Article II, Section 1, an employee's seniority date shall be the employee's date of permanent appointment as a City employee. Prior service as a seasonal or temporary employee shall not count. Part-time service shall be credited on a pro-rata basis. Unpaid service shall be deducted from an employee's seniority; provided, however, that authorized leaves of absence and workers' compensation leaves shall not reduce an employee's seniority.

In the event that two or more employees have equal seniority, a random method shall be used to establish seniority among the individuals.

- b. Any employee whose position has been abolished shall be allowed to bump a less senior employee in another job title for which the employee is qualified. Bumping may be vertical (downward or upward) or horizontal.
- c. Should an employee bump down into a lower grade position, the employee's hourly rate shall be decreased by eight (8%) percent; provided, however, that in no event shall it be less than the minimum of the new grade. In the event that the employee bumping down was promoted into the position, the employee's hourly rate shall decrease at the equivalent rate of the promotion. (i.e. an employee was promoted and received a 4% increase and later bumped to a lower level due to layoffs, that employee would receive a 4% decrease).

Should an employee bump up into a higher grade position, the employee's hourly rate shall be increased by eight (8%) percent; provided, however, that in no event shall it be less than the minimum of the new grade.

- d. Permanent employees who are laid off shall be placed on a recall list, which shall be valid for up to four years. Employees shall be recalled from the list in order of

seniority (most senior first). Should a former employee decline the opportunity for recall to the employee's previous position, or fail to respond to a canvass letter offering such re-employment, the employee shall be removed from the recall list.

The recall list shall be used for both seasonal employment and permanent employment within the Department of Public Works. Acceptance of seasonal employment shall not affect an employee's eligibility for recall for permanent employment.

- e. Employees who are to be laid off shall be given a minimum of three (3) weeks notice.
- f. Pursuant to current City policy, health and dental insurance benefits shall be continued for employees during the month in which they are laid off, and the month following lay-off.
- g. Access to the Employee Assistance Program shall continue for six (6) months following lay-off.

ARTICLE X

HOLIDAYS

1. Holidays with pay at the regular hourly rate shall be:

New Year's Day
Martin Luther King Day

Presidents Day
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas
Two (2) Floating Holidays

The Human Resources Department shall identify actual holiday observance dates for upcoming traditional and non-traditional holidays for all members in December of each year.

In the event that an employee's schedule is a non-traditional workweek (other than Monday thru Friday) such that the employee is not scheduled to work on an observed holiday then the employee shall have the option to receive holiday pay at straight time equal to the number of

hours in their normally scheduled day (i.e. eight hour days receive eight hours and ten hour days receive ten hours) or the employee may take another day in the same week as a holiday. For example an employee is scheduled to work Tuesday through Saturday and the holiday is on Monday. The employee would be paid for 40 hours plus non-worked holiday pay of 8 hours.

2. In requesting a floating holiday, an employee must apply at least three (3) days in advance of and receive supervisory approval for the absence. If more individuals apply for a day than can be spared by the Department, requests shall be granted on the basis of seniority by title.
3. Should any employee be called to work on one of these days, the employee shall be paid at a rate of double time (two times the employee's regular rate of pay), in addition to the employee's regular holiday pay. Should any of these days fall on a Sunday, the following Monday shall be considered the holiday; should any of these days fall on a Saturday, the previous Friday shall be considered the holiday. This article shall apply to all permanent employees regardless of length of service.

ARTICLE XI

VACATIONS

1. a. All employees shall receive vacation benefits posted on a monthly basis in accordance with the following schedule:

<u>Length of Service</u>	<u>40 Hour Work Week</u>
less than 5 years	7 hours/month
5 - 9 years	10 hours/month
10 - 19 years	14 hours/month
20 - 24 years	16 hours/month
25 years	18 hours/month

Length of service shall be based on the employee's most recent date of hire.

- b. Vacation shall be credited on the first day of each month beginning with the first day of the month following the month of hire. (Example: A 40 hour/week employee hired at any time during the month of May would receive 7 hours of vacation credit posted on June 1).
- c. No employee may accumulate more than forty (40) days of vacation, however, if an employee wants to convert the earned days to cash upon retirement, the employee may convert only thirty (30) days to cash, with the remainder going to purchase health insurance coverage. Employees will be notified in writing upon reaching the

forty (40) day maximum. At which time the employee will have until the first of the next month to use vacation time or request, in writing, permission from the Mayor or his/her designee to take vacation at a later time.

- d. After a new employee has completed six (6) months of employment with the City the employee may begin to use the vacation time earned.
- e. Vacation must be authorized by the Department Head or the Department Head's designee. Employees shall not be required to return to work during vacation.
- f. Unscheduled absences from work may not be charged against vacation time without the consent of the Department Head or the Department Head's designee.
- g. Holiday's occurring during an employee's scheduled vacation shall not be charged against vacation time.
- h. During November of any calendar year, an employee may elect to receive a cash payment for up to fifty percent (50%) of the employee's unused vacation up to a maximum of twelve and a half (12.5) days. To receive this cash payment, the employee must notify the Department Head, in writing, of the employee's intent to convert. The employee shall receive the vacation cash-out in the second paycheck in December, less any required deductions.
- i.
 - 1. All unused vacation shall be paid to an employee upon separation from service, unless the employee fails to give two (2) weeks notice prior to voluntary separation.
 - 2. Upon retirement, the employee may elect to receive a cash payment for the employee's earned, but unused vacation, up to a maximum of thirty (30) days. In lieu of such cash payment, the employee may elect to apply the cash value of the vacation toward the payment of extended health and/or dental insurance coverage.
- j. In the event that an employee dies while in service, payment for the employee's unused vacation shall be made to the employee's estate.
- k. An employee taking an extended vacation may elect to receive the paychecks scheduled to be issued during the employee's vacation in advance, up to a maximum of four (4) paychecks. The paychecks shall be issued on the regularly scheduled payday, which immediately precedes the commencement of the employee's vacation, subject to the following conditions:
 - 1. No vacation checks shall be issued in advance for salary scheduled to be earned and paid in a future calendar year.

2. No vacation checks shall be issued in advance for the last pay period of the calendar year.
3. The employee must request the advance vacation checks no later than the Friday immediately preceding the payday on which the checks are to be issued.
1. The implementation of the vacation system in this Article eliminates all previous methods, practices or contractual provisions used for earning, calculating, posting or receiving vacation credit.¹

ARTICLE XII

SICK LEAVE AND PERSONAL LEAVE

1. Each employee shall receive twelve (12) days of sick leave per year accumulated at the rate of one (1) day per month beginning with the date of employment.
2. Sick leave accumulation shall be unlimited.
3. Sick leave time may be used after an employee has completed six (6) months employment with the City.
4. A Department Head may require a statement from a medical doctor prior to permitting an employee to charge absences against accumulated sick leave in cases of suspected abuse or where the employee exhibits a pattern of absence. An employee who suffers injuries in the course of the employee's employment, and who is entitled to sick leave benefits may elect to use such benefits in lieu of Workers' Compensation Benefits during the period of the employee's disability. Any payments made by the Workers' Compensation Board for such loss of time shall be paid to the City of Ithaca, which in turn will credit the same amount to the employee's sick leave at the regular rate.
5. Up to ten (10) days per year may be used by an employee for sickness in the employee's immediate family. The immediate family shall be defined as: the spouse, parent, child, brother or sister of the employee or the parent, child, brother or sister of the spouse. It shall also apply to any other relatives living in the same household.
6. Upon retirement, an employee's unused sick leave shall be computed at the employee's current rate of pay and applied as follows:
 - a. The value of up to ninety (90) days may be taken, at the employee's option, in a lump sum cash settlement. Such payment is subject to appropriate deductions.

¹Effective with the 1994-1997 contract.

- b. Any unused sick leave in excess of the above amounts shall be applied to the payment of extended health and/or dental insurance coverage.
 - c. The employee may, at the employee's option, elect to waive the cash settlement and apply all of the employee's unused sick leave toward the payment of extended health and/or dental insurance coverage.
 - d. The employee must choose an option and notify the Human Resources Department thirty (30) days in advance of retirement.
 - e. The provisions of (a) through (d) are made with the understanding that the City will no longer extend health insurance coverage to retirees and dependents except by direct, full payment to the City by the retiree or dependent at the appropriate group rate as determined by the City, beyond the coverage provided by (a) through (d) above.
7. In the event of an employee's death prior to the employee's retirement, or if retired, prior to the exhaustion of remaining accumulated funds, such monies due the employee shall be applied toward the purchase of health insurance for the employee's surviving dependents, if any.
8. Each employee shall receive three (3) days of personal leave per contract year. Any employee who during the period January 1st through December 31st of any calendar year does not use any sick leave, will be awarded three (3) extra personal days with pay to be used at their discretion in accordance with the provisions of Article XI, paragraph 7. Personal leave shall be granted to allow the employee to conduct personal and/or family business which otherwise falls on a work day. Unused personal leave shall be credited annually on December 31st to accumulated sick leave. Once unused personal leave is credited to accumulated sick leave, it may not be used for personal leave but may be used as accumulated sick leave would be used.
9. Requests for personal leave shall be made by the employee to the employee's supervisor at least forty-eight (48) hours in advance, or as soon as possible in the case of emergency. Personal leave shall be granted unless the supervisor reasonably determines that the employee is needed at the particular time or day requested.

ARTICLE XIII

SICK LEAVE BANK

In the event an employee is absent from work due to a prolonged illness and has exhausted the employee's accumulated sick leave credits, the employee's fellow employees may donate earned sick leave to the affected employee, up to a maximum of ten (10) days per person per year.

Each employee who wishes to make a donation of sick leave shall be required to notify the Department Head or the Department Head's designee, of the employee's intent, in writing. The employee shall specify the amount of sick leave being donated. Said days shall then be transferred from the sick leave account of the donating employee(s) to the sick leave account of the affected employee.

In the event the (ill) employee returns to work prior to the exhaustion of the donated sick leave, the remaining sick leave shall be returned to the employee(s) who donated sick leave on a pro-rata basis.

A donation of sick leave made pursuant to this Article shall not count as use of sick leave for the purposes of Article X, Section 8 (sick leave incentive).

ARTICLE XIV

BEREAVEMENT LEAVE

1. In the event of death in the immediate family of the employee or family of the employee's spouse, such employee shall be allowed a leave of absence with pay to a maximum of three (3) days. This leave of absence must be approved by the Department Head. Time lost will not be charged against accumulated leave.
2. The immediate family is defined as the spouse, domestic partner, parent, grandparent, child (including foster or step-child), brother, sister, or grandchild of the employee or the parent, grandparent, child (including foster or step-child), brother, sister or grandchild of the employee's spouse or domestic partner. It shall apply also to any other relative living in the same household. Bereavement leave may be extended to one (1) calendar week at the discretion of the Department Head.
3. *With the approval of the Department Head, bereavement leave of up to one day with pay shall be allowed to attend the funeral or memorial services of close friends, aunts, uncles and cousins.*²

²Italicized language added in the 1998-1999 contract.

ARTICLE XV

CLOTHING AND TOOL ALLOWANCE

1. A tool allowance shall be paid to those full time mechanics and full time mechanic helpers who are required, for their City employment, to own their tools.

Effective January 1, 2008 the tool allowance shall be five hundred dollars (\$500),

Effective January 1, 2009 the tool allowance shall be five hundred and fifty dollars (\$550),

Effective January 1, 2010 the tool allowance shall be six hundred dollars (\$600).

2. Reimbursement of tool expenses shall occur upon the submission of appropriate receipts.
3. The City will provide two (2) pairs of overalls annually to appropriate employees in the Water and Sewer, employees assigned to work on the Ithaca Commons, and any other employees that the City deems appropriate. The City shall also continue to provide uniforms for Parking Lot Attendants . The City will not have any replacement or maintenance obligation, or obligation to issue work boots.
4. All other permanent full-time employees for whom the City does not provide clothing or uniforms shall receive a clothing allowance in the amount of:

Effective January 1, 2008, two hundred (\$200) dollars per year.

Effective January 1, 2009, two hundred twenty-five (\$225) dollars per year.

Effective January 1, 2011, two hundred seventy-five (\$275) dollars per year.

The above allowance will be pro-rated as follows:

- | | |
|-------------|---|
| 2008 | Hired by March 31 st the employee shall receive \$200.
Hired between April 1 st and June 30 th , the employee shall receive \$175.
Hired between July 1 st and September 30 th , the employee shall receive \$125.
Hired between October 1 st and December 31 st , the employee shall receive \$75. |
| 2009 & 2010 | Hired by March 31 st the employee shall receive \$225.
Hired between April 1 st and June 30 th , the employee shall receive \$200
Hired between July 1 st and September 30 th , the employee shall receive \$150.
Hired between October 1 st and December 31 st , the employee shall receive \$100. |
| 2011 | Hired by March 31 st the employee shall receive \$275.
Hired between April 1 st and June 30 th , the employee shall receive \$250
Hired between July 1 st and September 30 th , the employee shall receive \$200.
Hired between October 1 st and December 31 st , the employee shall receive \$150. |

Said allowance shall be paid in a lump sum during the month of January, or upon hire.

5. All City employees who are required to wear safety work boots shall receive a boot allowance in the amount of one hundred (\$100) dollars in 2008, one hundred twenty-five (\$125) dollars in 2009, and one hundred and fifty (\$150) dollars in 2011.

Said allowance shall be paid in a lump sum during the month of January.

ARTICLE XVI

JURY DUTY

1. An employee shall be granted a leave of absence, with pay, at no loss to accrued leave to serve jury duty or to appear as a witness pursuant to subpoena or other order of the court upon presentation to the City of proof thereof. Any compensation received from the court except expense reimbursement shall be returned to the City.
2. Any employee who works a schedule other than the normal Monday through Friday day schedule, when on jury duty, shall have the employee's schedule changed to the Monday through Friday day schedule and be given time off for jury duty as appropriate.

ARTICLE XVII

RETIREMENT SYSTEM

The City agrees to provide the improved "New Career" plan (Section 75i), Tier 1 and Tier 2, for the retirement benefit, except for those hired after July 1, 1976, who are required to be enrolled in the plans Tier 3, Article 14 and Tier 4, Article 15. Plan.

ARTICLE XVIII

HEALTH INSURANCE

Current Employees

1. January 1, 2008 through December 31, 2010, employees shall contribute a maximum of 10% of the premium equivalent pursuant to the sliding scale provided as Appendix E.
2. Effective January 1, 2011, employees shall contribute a maximum of 12% of the premium equivalent pursuant to the sliding scale provided as Appendix E.

New Hires

1. Employees hired after January 1, 2005, that pay the full 10 % of the premium equivalent, will have their rates frozen at the current level until the sliding scale exceeds the amount that these employees contribute. At this time, the employees will be placed on the sliding scale as indicated above and in Appendix E.

The premium equivalent will be established by the end of each year. The premium equivalent shall not increase more than 10%, for purposes of calculating the employee contribution from one year to the next as set forth in the sliding scale, appendix E. If the established premium equivalent is less than that shown in appendix E the employee contribution set forth in appendix E shall be reduced accordingly.

In the event that a new contract is not established prior to the expiration of the existing contract, the employee contributions shall remain the same and shall not increase until negotiated.

Employees covered by the Health Insurance program shall be responsible for a two-dollar (\$2.00) co-pay for generic drugs and a ten-dollar (\$10.00) co-pay for name brand drugs.

Effective June 1, 2005, this co-payment will not be reimbursable through any section of the Health Insurance program.

Effective January 1, 2003, prescriptions may be filled for up to ninety (90) days.

4. The City will continue to provide the Blue Cross/Blue Shield Schedule A Dental Plan as individual and/or family coverage, at no cost to the employee.

ARTICLE XIX

MILEAGE REIMBURSEMENT

Employees who are required to use their personal automotive vehicles in the conduct of official business shall be reimbursed at the current IRS rate in effect on January 1st of each year. The employee must receive approval to use the employee's personal vehicle from the Department Head, or the Department Head's designee, in advance, in order to receive mileage reimbursement under this Section.

ARTICLE XX

WORKING ABOVE CLASSIFICATION

1. When an employee covered by this Agreement is assigned to work at a job classified for wages higher than the employee's regular job for more than one (1) day, the employee's wages in that classification shall be the same as if the employee had been promoted. This section is not applicable to emergency situations. This section is subject to the grievance procedure.
2. It must be understood that members receiving on-the-job training, in order to become qualified to perform competently in an out-of-title classification, shall not be eligible for out-of-title pay until declared as such or assigned to work as such by management. Without this, the ability of both the City to develop its employees and individual members to develop themselves would be greatly impaired.

ARTICLE XXI

GRIEVANCE PROCEDURE

1. In accordance with the cooperative spirit with which this Agreement is made between the Union and the City, employee grievances shall be adjudicated by the parties with a sense of fairness and justice.
2. Grievance shall be defined as any claimed violation, misinterpretation, or inequitable application of the Agreement, laws, rules, regulations, procedures, administrative orders, work rules of the City or of a department, thereof; of any matter which relates to or involves employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees, or any other term or condition of employment.
 - a. Should an employee feel that the employee's rights and/or privileges under this Agreement have been violated, the employee may, within twenty (20) working days of learning of the alleged injustice, submit the grievance in writing to the employee's immediate supervisor, who shall answer the grievance in writing within twenty (20) working days.
 - b. Should the Union decide that the immediate supervisor's answer is unsatisfactory, the Union Grievance Committee shall within twenty (20) working days, submit the facts in writing to the Department Head. A copy of the grievance shall be provided to the Director of Human Resources. The Department Head shall issue a written decision within twenty (20) working days.

- c. Should the Union decide the decision of the Department Head is not satisfactory, the Union shall submit in writing the facts to the Mayor within twenty (20) working days for a meeting. A copy of the appeal shall be provided to the Director of Human Resources. The meeting shall be conducted by the Mayor within twenty (20) working days of receipt of the Union's request. The answer shall be submitted to the Union within twenty (20) working days from the date of the meeting.
- d. In the event the Union is dissatisfied with the decision reached at Step 3, a demand for arbitration shall be presented to the Mayor, or the Mayor's designee, within twenty (20) working days of the receipt of the decision. A copy of the demand for arbitration shall be provided to the Director of Human Resources. The parties shall forthwith request that the New York State Public Employment Relations Board submit a list of arbitrators from which the parties shall select the arbitrator to arbitrate said dispute in accordance with the rules and procedures of NYSPERB.
- e. The arbitrator shall have no power to add to or subtract from or modify the provisions of this Agreement in arriving at a decision on the issue or issues presented. The arbitrator's decision shall be binding upon both parties. Any fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

ARTICLE XXII

DISCIPLINARY PROCEDURE

- 1. No employee shall be disciplined or dismissed except for just cause. Should there be any dispute concerning the existence of just cause for dismissal or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement.
- 2. The following disciplinary procedure for incompetence or misconduct shall apply to all employees as provided herein in lieu of the procedure specified in the Civil Service Law, Section 75 and 76. This entire disciplinary procedure shall apply to all permanent employees in the bargaining unit, and to all employees entitled by law to the protection of Section 75 of the Civil Service Law.
 - a. In the event a department head sees fit to impose disciplinary action on an employee, a notice of discipline shall be served on the employee, with a copy sent to the Director of Human Resources. The notice shall specify the act(s) that warrant disciplinary action and the corresponding sanction(s).
 - b. The Union shall be advised by personal delivery, or if not possible, by registered or certified mail that said notice of discipline has been served on an employee, within forty-eight (48) hours of employee notification.

- c. The employee has the right to dispute the discipline by filing a grievance within *twenty (20) working* days of service of the notice.
- d. A disciplinary notice shall be served on the employee, which describes the employee's rights. Said notice is attached to this Agreement as Appendix A.
- e. The disciplinary grievance procedure provides for a hearing by an impartial arbitrator at its final stage.
- f. The employee has the right to be represented by the Union or by an attorney at every stage of the proceeding.
- g. An employee being interrogated to determine whether the City shall take disciplinary action against him/her shall be advised of his/her right to have Union representation while being interrogated.

ARTICLE XXIII

PAST PRACTICE

The City shall not diminish or impair any existing benefit, privilege, or practice related to wages, hours or working conditions without prior negotiations, where applicable, with the Union.

ARTICLE XXIV

CONTRACT PRINTING

The CSEA Union agrees to print 150 copies of this contract and provide the Human Resources Department with twenty copies.

ARTICLE XXV

EDUCATIONAL ASSISTANCE

1. The City of Ithaca agrees to pay the tuition for education courses, including technical and trade schools for employees covered by this Agreement. The intention is to assist employees to further their education and enhance their ability and effectiveness on the job. Such assistance shall be limited to: (a) courses related to an employee's position which will further development in the performance of the employee's duties; (b) courses which will assist an employee to gain promotion within the employee's job classification as a City employee; (c) applicant must have approval prior to the course; (d) applicant must obtain a passing grade

- before reimbursement; and (e) available to full time, permanent or provisionally appointed employees.
2. Assistance is to be limited to four (4) courses per year for permanent or provisional employees. No employees shall receive assistance for more than a career limit of twenty (20) courses. A maximum cost to the City for educational assistance will be limited to \$200 per credit hour.
 3. To be eligible, each applicant must be approved by an Education Committee consisting of:
 - Director of Human Resources
 - A representative of the D.P.W. Unit
 - A person chosen by the Director of Human Resources and the Union Representative
 4. All determinations shall be final and binding not subject to appeal.
 5. Employees may be granted time off without pay to take job related courses offered only during working hours. The request for approval for such time off shall be made in the first instance to the Superintendent. If the Department Head refuses to approve the time off request, the employee may appeal the decision to the Education Committee. Their consideration shall include, but not be limited to, the availability of the employee during normal working hours.

ARTICLE XXVI

DAY CARE

The City shall continue to provide the established Day Care Assistance Program (Cash Subsidy Program, Flexible Spending Account and Flexible Work Schedule) according to the program and procedures adopted by the Ithaca Common Council.

XXVII

HEALTH AND SAFETY COMMITTEE

It is agreed that a Health and Safety Committee will be established. The CSEA DPW Unit and the City of Ithaca will jointly determine the make up of the Committee.

ARTICLE XXVIII

EFFECTIVE DATE

1. This Agreement must be authorized by the Union and signed by its President, and authorized by the Common Council of the City of Ithaca and signed by the Mayor and Clerk of the City. The effective date is January 1, 2008.
2. This Agreement shall terminate on December 31, 2011.
3. Unless procedures are amended by an act of law, this Agreement will continue automatically.

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

ATTEST:

Lawrence Peterson date: 7-11-2008
Mayor

Michael Quast date: 7/11/08
DPW Union President

Stephanie Engle date 7/21/08
CSEA Representative

Jane Conley-Holcomb date: 7/11/08
City Clerk

APPENDIX A

Dear

In accordance with the provisions of the Agreement between the City of Ithaca and the Civil Service Employees Association, you are informed that a disciplinary proceeding against you is hereby instituted. The reasons for this disciplinary action and the corresponding penalty are contained in the attachment to this letter.

If you wish to grieve this Notice of Discipline, you may do so by completing a Grievance Form and filing it within twenty working days of service of this Notice, either in person or by certified or registered mail, return receipt requested, with this Office.

You are provided two (2) copies of the Notice of Discipline so that you can furnish one (1) to your Union representative, [employees in your negotiating unit are represented by the Civil Service Employees Association (CSEA)], and a copy of the Dismissal and Grievance Procedure Article. You should read carefully the attached statements relating to the disciplinary grievance procedures and to the rights provided to you by the City-CSEA Agreement.

You and/or your representative should contact this Office within the twenty working days to arrange a meeting to discuss the possibility of settling this Notice of Discipline on a mutually satisfactory basis. Such settlement discussion in no way abridges or otherwise limits your contractual rights to appeal this Notice of Discipline.

Very truly yours,

APPENDIX B

2008 – 2011 DPW UNIT MINIMUM HOURLY RATES

Grade	Title	2008	2009	2010	2011
32	Recreation Maintenance Supervisor	15.007	15.532	16.076	16.639
32	Supervisor of Water and Wastewater Systems	15.007	15.532	16.076	16.639
32	Working Supervisor – Sanitation	15.007	15.532	16.076	16.639
31	Motor Equipment Mechanic Supervisor	13.884	14.370	14.873	15.394
31	Senior Tree Trimmer	13.884	14.370	14.873	15.394
31	Working Supervisor	13.884	14.370	14.873	15.394
31	Working Supervisor – Buildings and Grounds	13.884	14.370	14.873	15.394
31	Working Supervisor – Parking, Buildings and Grounds	13.884	14.370	14.873	15.394
31	Working Supervisor – Sign Shop	13.884	14.370	14.873	15.394
28	Heavy Equipment Operator	12.185	12.611	13.052	13.509
28	Motor Equipment Mechanic	12.185	12.611	13.052	13.509
28	Tree Trimmer	12.185	12.611	13.052	13.509
28	Wastewater System Maintenance Mechanic	12.185	12.611	13.052	13.509
28	Water/Wastewater Treatment Plant Mechanic	12.185	12.611	13.052	13.509
27	Bridge Maintainer	11.897	12.313	12.744	13.190
27	Building Maintenance Mechanic	11.897	12.313	12.744	13.190
27	Maintainer	11.897	12.313	12.744	13.190
27	Recreation Facility Maintainer	11.897	12.313	12.744	13.190
26	Custodian	11.577	11.982	12.401	12.835
26	Light Equipment Operator	11.577	11.982	12.401	12.835
25	Motor Equipment Mechanic Helper	11.320	11.716	12.126	12.550
24	Building and Grounds Maintenance Worker	11.011	11.396	11.795	12.208
24	Maintenance Worker	11.011	11.396	11.795	12.208
24	Recreation Facility Maintenance Worker	11.011	11.396	11.795	12.208
22	Custodial Worker	10.516	10.884	11.265	11.659
22	Laborer	10.516	10.884	11.265	11.659
22	Parking Lot Attendant	10.516	10.884	11.265	11.659
22	Sanitation Worker	10.516	10.884	11.265	11.659

APPENDIX C

NEGOTIATING INFORMATION

The negotiating teams for this contract were:

CITY OF ITHACA:

Schellely Michell-Nunn, Director of Human Resources, Chief Negotiator
Carolyn Peterson, Mayor
Steven Thayer, Controller
Richard Ferrel, Assistant Superintendent of Public Works for Streets and Facilities
William Gray, Superintendent of Public Works

C.S.E.A., INC., D.P.W. UNIT:

Stephanie Engster, CSEA Labor Relations Specialist, Chair
Mike Austin, President of the City D.P.W. Unit
Clifford Murphy, Working Supervisor
Jim Borden, Motor Equipment Mechanic
Juanita Hughes, Parking Lot Attendant
Jody Dort, Light Equipment Operator

This agreement was ratified by the DPW Unit on April 28, 2005.

This agreement was approved by the Ithaca Common Council at its regular meeting on May 4, 2005.

APPENDIX D
CSEA DPW UNIT CONTRACT 2008-2011
Health Insurance Employee Contribution

Estimated PE	\$1,081.43 Actual	\$1,189.57 Est.	\$1,308.53 Est.	\$1,439.38 Est.
Per month	\$ 471.54 Actual	\$ 518.69 Est.	\$ 570.56 Est.	\$ 627.62 Est.

Year	2008				2009				2010				2011				
	Monthly 10%	cost	Type	Annual	Monthly 10%	cost	Type	Annual	Monthly 10%	cost	Type	Annual	Monthly 12%	cost	Type	Annual	
Base Salary Income Range																	
up to	\$ 20,000	29%	\$ 31.36	f	\$ 376.34	29%	\$ 34.50	f	\$ 413.97	29%	\$ 37.95	f	\$ 455.37	29%	\$ 50.09	f	\$ 601.09
			\$ 13.67	I	\$ 164.10		\$ 15.04	I	\$ 180.51		\$ 16.55	I	\$ 198.56		\$ 21.84	I	\$ 262.09
\$ 20,001	\$ 30,000	37%	\$ 40.01	f	\$ 480.15	37%	\$ 44.01	f	\$ 528.17	37%	\$ 48.42	f	\$ 580.99	37%	\$ 63.91	f	\$ 766.90
			\$ 17.45	I	\$ 209.36		\$ 19.19	I	\$ 230.30		\$ 21.11	I	\$ 253.33		\$ 27.87	I	\$ 334.40
\$ 30,001	\$ 40,000	46%	\$ 49.75	f	\$ 596.95	46%	\$ 54.72	f	\$ 656.64	46%	\$ 60.19	f	\$ 722.31	46%	\$ 79.45	f	\$ 953.45
			\$ 21.69	I	\$ 260.29		\$ 23.86	I	\$ 286.32		\$ 26.25	I	\$ 314.95		\$ 34.64	I	\$ 415.74
\$ 40,001	\$ 50,000	54%	\$ 58.40	f	\$ 700.77	54%	\$ 64.24	f	\$ 770.84	54%	\$ 70.66	f	\$ 847.93	54%	\$ 93.27	f	\$1,119.26
			\$ 25.46	I	\$ 305.56		\$ 28.01	I	\$ 336.11		\$ 30.81	I	\$ 369.73		\$ 40.67	I	\$ 488.04
\$ 50,001	\$ 60,000	63%	\$ 68.13	f	\$ 817.56	63%	\$ 74.94	f	\$ 899.32	63%	\$ 82.44	f	\$ 989.25	63%	\$ 108.82	f	\$1,305.81
			\$ 29.71	I	\$ 356.48		\$ 32.68	I	\$ 392.13		\$ 35.95	I	\$ 431.35		\$ 47.45	I	\$ 569.38
\$ 60,001	\$ 70,000	75%	\$ 81.11	f	\$ 973.29	75%	\$ 89.22	f	\$1,070.62	75%	\$ 98.14	f	\$1,177.68	75%	\$ 129.54	f	\$1,554.53
			\$ 35.37	I	\$ 424.39		\$ 38.90	I	\$ 466.82		\$ 42.79	I	\$ 513.51		\$ 56.49	I	\$ 677.83
\$ 70,001	\$ 80,000	92%	\$ 99.49	f	\$1,193.90	92%	\$ 109.44	f	\$1,313.29	92%	\$ 120.38	f	\$1,444.62	92%	\$ 158.91	f	\$1,906.90
			\$ 43.38	I	\$ 520.58		\$ 47.72	I	\$ 572.64		\$ 52.49	I	\$ 629.90		\$ 69.29	I	\$ 831.47
\$ 80,001	and above	100%	\$ 108.14	f	\$1,297.72	100%	\$ 118.96	f	\$1,427.49	100%	\$ 130.85	f	\$1,570.24	100%	\$ 172.73	f	\$2,072.71
			\$ 47.15	I	\$ 565.85		\$ 51.87	I	\$ 622.43		\$ 57.06	I	\$ 684.68		\$ 75.31	I	\$ 903.77

*Maximum annual PE increase is 10%. *Current employees not on sliding scale and new hires hired after signing of this contract will have HI contribution frozen at 10% full PE until sliding scale exceeds current HI contribution amount then placed on sliding scale.

(f) = family plan
(I) = individual plan

