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Contract Database Metadata Elements

Title: **Goshen, Village of and Village of Goshen Public Works Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Orange County Local 836 (2005)**

Employer Name: **Goshen, Village of**

Union: **Village of Goshen Public Works Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Orange County 836**

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BC | 7595

AGREEMENT

by and between the

VILLAGE OF GOSHEN

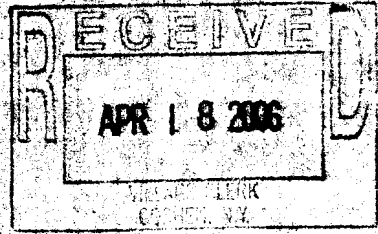
and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

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JUN 12 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



Village of Goshen Unit
Orange County Local 836

23

June 1, 2005 - May 31, 2009



INDEX

PREAMBLE	1
ARTICLE I	1
DEFINITIONS.....	1
ARTICLE II.....	2
RECOGNITION.....	2
ARTICLE III.....	2
EMPLOYEE ORGANIZATION RIGHTS	2
ARTICLE IV	2
DUES DEDUCTION.....	2
ARTICLE V	3
AGENCY SHOP.....	3
ARTICLE VI.....	4
MANAGEMENT RIGHTS	4
ARTICLE VII.....	4
NO STRIKE.....	4
ARTICLE VIII	5
COMPENSATION	5
ARTICLE IX.....	6
WORKDAY - WORKWEEK	6
ARTICLE X	6
HEALTH/DENTAL INSURANCE/EYEGLASSES	6
ARTICLE XI.....	7
RETIREMENT PLAN.....	7
ARTICLE XII.....	8
PERSONAL LEAVE.....	8
ARTICLE XIII	8
LEAVE WITH PAY.....	8
ARTICLE XIV	9
VACATION.....	9
ARTICLE XV	10
SICK LEAVE/WORKER'S COMPENSATION.....	10
ARTICLE XVI.....	11
PRINTING OF AGREEMENT	11
ARTICLE XVII.....	11
JURY DUTY	11
ARTICLE XVIII	11
DISCIPLINARY ACTION	11
ARTICLE XIX.....	12
MISCELLANEOUS PROVISIONS.....	12
ARTICLE XX	13
NO DISCRIMINATION.....	13
ARTICLE XXI.....	13
ENTIRE AGREEMENT	13

PREAMBLE

This Agreement made and entered into this 14th day of June, 2005 by and between the Village of Goshen, a municipal corporation of the State of New York in the County of Orange, with its principal place of business and office at Village Hall, Goshen, New York, hereinafter referred to as the Employer and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Village of Goshen Unit of the Orange County Local 836.

WHEREAS, it is the intent and purpose of the parties to set forth herein their agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the Department of Public Works; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Department of Public Works.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the Employer and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Employer and the Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE I

DEFINITIONS

Section 1.1 - Village: The term "Village" shall mean the Village of Goshen.

Section 1.2 - Board or Village Board: The term "Board" or "Village Board" shall mean the Board of the Trustees of the Village of Goshen whose members consist of the Village Mayor and Village Trustees.

Section 1.3 - Department: The term "Department" shall mean the Village of Goshen Department of Public Works, which shall include the Departments of Public Works, Water and Sewer.

Section 1.4 - Union: The term "Union" shall mean the Civil Service Employees Association, Inc., Local 1000, AFSCME, Village of Goshen Unit, Orange County Local 836.

Section 1.5 - Superintendent or Department Head: The term "Superintendent" or "Department Head" shall mean the Superintendent of the Village of Goshen Department of Public Works or a successor position duly designated by the Board to act in the place of the Superintendent.

Section 1.6 - Full-Time Employee: The term "Full-Time Employee" shall mean all employees of the Department of Public Works who are hired to work more than 1040 hours per year, and are appointed on a full-time basis by resolution of the Board, and who are employees in the bargaining unit.

Section 1.7 - Permanent Employee: The term "Permanent Employee" shall mean a full-time employee who has attained permanent status in his title as provided by the Civil Service Law and the Rules and Regulations of the Orange County Department of Personnel.

covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The Employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 each payroll period a list itemizing the deductions of each employee including Agency Shop fee payers.

2. Upon receipt of a signed authorization form from an employee, (available from the Union), the regular monthly dues (uniform in dollar amount) shall be deducted from such employees pay. The Employer shall also deduct from the wages of employees who signed authorization cards permitting such payroll deduction, voluntary deductions for PEOPLE. All such deductions shall be forwarded to the Union at 143 Washington Avenue, Albany, New York 12210. In the event this deduction exceeds an employee's pay for the pay period, it shall be the responsibility for the Union to collect the dues.
3. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provision, of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.
4. One Union representative, as designated by the Union, shall have access to the premises of the Employer during an emergency situation in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide notice to the appropriate Employer representative and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their non-working periods if such visit does not disturb the work of any employee who may otherwise be working.

ARTICLE V

AGENCY SHOP

The Civil Service Employees Associations, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employee Associations, Inc., 143 Washington Avenue, Albany, New York 12210.

ARTICLE VIII

COMPENSATION

1. Effective June 1, 2005, all employees covered under this agreement will receive a wage increase as indicated on the attached schedule.
2. Effective June 1, 2006, all employees covered under this agreement will receive a wage increase as indicated on the attached schedule.
3. Effective June 1, 2007, all employees covered under this agreement will receive a wage increase as indicated on the attached schedule.
4. Effective June 1, 2008, all employees covered under this agreement will receive a wage increase as indicated on the attached schedule.
5. Employees who are not on any schedule shall receive a 5% wage increase on June 1, 2005, June 1, 2006, June 1, 2007 and June 1, 2008.
6. Employees promoted to a higher-level position shall be placed on a step that provides for a salary that is at least one full increment higher than their former title.
7. Employees will be placed on step as indicated on the attached sheet. Employees will advance one step each June 1, annually, until reaching top step. Employees with less than six months of service will not advance one increment until the following June 1, and annually thereafter. Employees after December 1, 2005 shall not be hired above step 3 of the schedule.
8. Employees shall receive longevity payments at the completion of 5, 10, 15, 20 and 25 years of service as outlined in Schedule "A". Longevity payment to become part of the employee's salary.
9. Employees who promote into the position of MEO must obtain and maintain a CDL with Air Brakes and Tank endorsements. Those employees promoted in this agreement must obtain these endorsement by October 1, 2005.

SCHEDULE "A"

LONGEVITY SCHEDULE

At the completion of:	5 th year	\$ 500.00
	10 th year	\$ 700.00
	15 th year	\$ 900.00
	20 th year	\$1100.00
	25 th year	\$1300.00

4. At the employee's option, and with review with the Board for clarification, the Employer will provide two (2) lump sum payments annually to those employees satisfactorily demonstrating that they have appropriate health insurance from other sources who then decline the Village's health benefits. Money paid by the Village will be returned by the employee on a prorated basis by employees wishing to re-enter the Village program. The Village's insurer may require a waiting period prior to re-entry. The lump sum payments will equal thirty percent (30%) of the premium.
5. Employees requiring eyeglasses to perform Village work, shall demonstrate that the eyeglasses are in good condition as of 6/1/92, and certified by the Superintendent of Public Works. Glasses broken on the job by the employees above will be replaced with "safety glasses" by the Village at a maximum expense of sixty dollars (\$60.00). The Village agrees to purchase a rider through the CSEA Employee Benefit Fund which will provide employees with a second pair of glasses.
6. #4 pertains to family plan only.
7. The Village agrees to provide the CSEA Employee Benefit Fund Platinum 12 Vision Program Family Coverage for all unit members.
8. Health Insurance program to be: The Empire Plan, New York State Government Employees Health Insurance Program.

ARTICLE XI

RETIREMENT PLAN

1. The Employer agrees to provide, at no cost to the employees, (except what is mandated as per tier of said employee) membership in the Employees Retirement System under Section 75g, to provide a retirement of one-half (1/2) pay upon completion of twenty-five (25) years of service and attainment of the age of fifty-five (55).
2. The Employer shall provide to all employees coverage under the New York State Retirement System, (section 60b) a guaranteed minimum death benefit, as per the NYS Retirement System as per tier of said employee.
3. The Employer shall provide to all employees coverage under the New York State Employees Retirement System (section 41j) payments of accumulated sick time upon retirement.
4. The Village of Goshen shall provide upon retirement, one-hundred (100%) percent coverage for individual and family for health insurance for those employees who meet retirement eligibility requirements, and further who have been an employee of the Village of Goshen for twenty (20) consecutive years or more. Secondly, any employee with less than twenty (20) years of service who meets the New York State eligibility requirements will be entitled to fifty (50%) percent individual and thirty-five (35%) percent dependent coverage upon retirement.

3. All employees shall be granted leave with pay, the following days, effective June 1, 1992, but not to be construed as holidays:

(1/2) half day before Christmas Day

(1/2) half day before New Year's Day

4. In the event it is necessary for an employee to work on December 24th and/or December 31st, after the completion of four (4) hours work, the employee shall receive time and one-half (1 1/2) for all hours worked.
5. Employees who work on Christmas or New Year's Day will receive another day off.
6. When a recognized holiday, as set forth above, falls on a Saturday, the preceding Friday shall be deemed a day off with pay. If a recognized holiday, as set forth above, falls on a Sunday, the following Monday will be observed as a day off with pay.
7. If Christmas Day and New Year's Day fall on Saturday, all employees shall receive one-half (1/2) day off Thursday afternoon and all day Friday off with pay; if Christmas Day and New Year's Day fall on Sunday, all employees shall receive one-half day off Friday afternoon and all day off Monday with pay.
8. In the event that any of the above recognized holidays fall either of the employee's pass days, employees shall be granted another day off with pay in lieu thereof within the following two-week period.

ARTICLE XIV

VACATION

1. Effective June 1, 1992, all employees shall be granted vacation leave on their hire date (anniversary date) in accordance with the following schedule:

After first year - five (5) days vacation

After second year - ten (10) days vacation

After seventh year - fifteen (15) days vacation

After 12th year - twenty (20) days vacation

After 20th year - twenty-five (25) days vacation

2. Assignment of vacation time off shall be made at the time desired by the employee to the extent practicable in the light of the needs of the department to provide the service it is charged to furnish. In the event that more than one employee requests the same vacation time off than can be reasonably spared for operating reasons, vacation time will be granted to such employees who can be spared in order of seniority.
3. Upon separation from service by retirement, resignation, or death, an employee (or employee's beneficiary, if applicable), shall be paid in cash for all unused vacation credits.

WORKER'S COMPENSATION

Worker's compensation will be paid as per Orange County Worker's Compensation Pool.

ARTICLE XVI

PRINTING OF AGREEMENT

1. The Employer shall furnish each employee with a copy of this Agreement. Each new employee will be provided with a copy of the Agreement within one week of his initial employment.
2. The typing and reproducing of this Agreement shall be the responsibility of the Union.

ARTICLE XVII

JURY DUTY

1. All employees who are on jury duty shall continue to receive their full rate of pay while on jury duty except that he shall return to the Village the daily rate of jury duty pay he receives (exclusive of meals and travel compensation). An employee shall submit proof of jury service as a condition of receiving full pay for the periods of time while on jury service as provided in this Agreement.

An employee is eligible for jury duty leave only for such time the employee is required to be physically in the court house serving on a jury or in the court house awaiting selection as a juror. If the employee is not required to be physically present at the court house while waiting to be called for jury duty (e.g., the employee may check in by telephone), the employee shall report for work duty during his assigned work schedule. However, if an employee is excused from being required to be in the courthouse when there is two hours or less remaining in the workday, the employee shall consult with his supervisor to ascertain whether the employee is required to report for duty for the remainder of said work day.

2. Employee shall make a good faith effort to be excused from jury duty if it is anticipated to last longer than two (2) weeks.

ARTICLE XVIII

DISCIPLINARY ACTION

1. A permanent full-time employee (including competitive, labor and non-competitive class) shall be entitled to the procedure set forth in Section 75 of the Civil Service Law, as modified and altered by this Agreement. The procedure established by this Article shall be the exclusive disciplinary procedure for an employee who may be subjected to disciplinary charges. Should any sentence or clause of Section 75 be read as contradictory to this Article, the provisions of this Article shall at all times supersede the sentence or clause in question.
2. The Employer may discipline an employee for incompetence or misconduct. For the purpose of this Article, a reprimand is defined to be a letter written to an employee advising the employee of unsatisfactory conduct or work performance suggesting ways to improve the

provided training, the employee shall reimburse the Village for expenses incurred by the Village, exclusive of wages, on a prorata basis equal to 1/12th of the expenses for each month less than the one year commitment.

Expenses subject to the cost of training includes reimbursement for travel, lodging, meals, books and tuition.

ARTICLE XX

NO DISCRIMINATION

1. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex. An alleged violation of this Article shall not be arbitrable.

ARTICLE XXI

ENTIRE AGREEMENT

With respect to matters not covered by this Agreement, the Employer agrees not to seek to diminish or impair any benefit or privilege on condition of employment. Claims of past practices established by the Village shall not conflict with any express provisions of this Agreement.

ARTICLE XXII

GRIEVANCE PROCEDURE

1. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the Employer involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit it designated as a grievance to the employee's immediate supervisor, who is designated for this purpose by the Employer, not more than thirty (30) working days after the date on which the act or omission giving rise to the grievance occurred. The supervisor shall give the employee an oral answer within five (5) working days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee wishes to advance the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Department Head within five (5) working days after the supervisor's oral answer or answer due in Step 1 and shall be signed by the aggrieved employee. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which the Employer is alleged to have violated and the relief requested. The Department Head shall discuss the grievance within five (5) working days with the employee at the time mutually agreeable to the parties.

4. The fee and expense of the arbitrator and the cost of a stenographer, if mutually agreed to, shall be divided equally between the Employer and the Union. The arbitrator shall not be compensated for any time spent for deliberations where such time exceeds in hours, the length of the arbitration hearing. If we cannot agree on an arbitrator who will accept this, we will mutually agree to modify the clause. Each party shall be responsible for the purchase of its own copy of the written transcript. The arbitrator shall have the power to require the presence of witnesses or documents.

ARTICLE XXIII

CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire Agreement between the parties, terminates the prior Agreement and concludes all collective negotiations.

ARTICLE XXIV

SEVERABILITY

1. In the event any Article or portion of this Agreement is found to be invalid by a decision of a court of competent jurisdiction, then such specific Article or portion specified in such decision shall be null and void, but the remainder of this Agreement shall continue in full force and effect.
2. Upon the issuance of such a court decision, then either party shall have the right to immediately re-open negotiations with respect to a substitute for such Article or portion of the Agreement found to be invalid.

ARTICLE XXV

POSTING

All vacancies shall be communicated to the employees of the CSEA Unit within the Department of Public Works as soon as feasible. The Village shall notify employees of existing vacancies prior to general notification outside of Department of Public Works Department. All qualified applicants within the Department of Public Works Department under this CSEA Agreement shall be given consideration in filling vacancies.

ARTICLE XXVI

PERSONNEL FILE

An employee shall have the opportunity to review his or her personnel history folder in the presence of an appropriate official of the Village and at his or her option his or her union representative upon five (5) working days notice, provided, however, where the employee's personnel history folder is kept at a location other than the employee's place of work, five (5) working days notice shall be required. The employee may place in such file a response of

ARTICLE XXXI

CLOTHING REGULATIONS/PROVISIONS

1. The Village will provide safety work footwear to the employees for a maximum allowance of two hundred dollars (\$200) to be purchased at a vendor/vendors, approved by the Village of Goshen, once per contract year.
 2. The clothing color shall be navy blue in color for outerwear and solid coordinates for shirts, sweatshirts and T-shirts.
 3. "Carharts" may be worn during inclement weather and conditions.
 4. Appropriate blue jeans (color, condition, etc.) may be worn, as noted under "Clothing Options" below.
 5. The employee shall be responsible for maintenance of the footwear and clothing.
 6. The Village of Goshen reserves the right to pursue disciplinary action against employees not following clothing regulations as outlined in Article XIX.
 7. Shirts and jackets shall have the Village of Goshen logo and the employee's name, and at no cost to the employees, it shall be provided and placed on jackets and shirts (not T-shirts) at a vendor/vendors, specified by the Village of Goshen.
 8. These regulations/provisions, and only these regulations/provisions, may be re-negotiated by May 1st of the end of each year of the contract. NOTE *SEE SECTION 13, HEREAFTER.
 9. Clothing shall be purchased from approved vendor/vendors, as specified from the Village of Goshen, once per contract year.
-

CLOTHING OPTIONS

- | | | | |
|-----|---------------------------|-----|---------------------------|
| #1. | 5 shirts | #2. | 5 shirts |
| | 5 pants (or 3 blue jeans) | | 5 pants (or 3 blue jeans) |
| | 2 jackets | | *1 jacket |
| | 1 uninsulated coveralls | | 1 uninsulated coveralls |
| | 5 T-shirts | | 5 T-shirts |
| | | | *1 insulated coveralls |
-

OPTION #2. One jacket may be substituted for one (1) insulated coveralls.

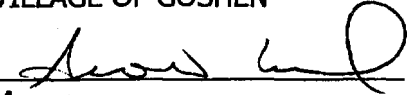
10. Should an employee be placed on full-time status from part-time or temporary, said employee shall only receive the remainder of clothing allowance that is due after the completion of 6 months.

ARTICLE XXXIII

CONTRACT AGREEMENT SIGNATURES

IN WITNESS WHEREOF THE PARTIES, BY THEIR DULY AUTHORIZED REPRESENTATIVES HAVE CAUSED THIS AGREEMENT TO BE SIGNED THIS 28th DAY OF December, 2005.

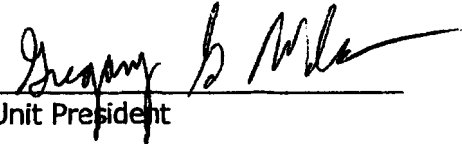
VILLAGE OF GOSHEN



Mayor

Witness 12/28/05

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
ORANGE COUNTY LOCAL #836, VILLAGE OF GOSHEN UNIT**



Unit President

Witness 12/28/05



Labor Relations Specialist

Witness 12/28/05

Mechanic

		Increment 1500										
		1	2	3	4	5	6	7	8	9	10	
2005	0	46000	47500	49000	50500	52000	53500	55000	56500	58000	59500	
2006	1.04	47840	49400	50960	52520	54080	55640	57200	58760	60320	62475	
2007	1.04	49754	51376	52998	54621	56243	57866	59488	61110	62733	65599	
2008	1.04	51744	53431	55118	56806	58493	60180	61868	63555	65242	68879	

H.E.O.

		Increment 1444										
		1	2	3	4	5	6	7	8	9	10	
2005	0	39593	41037	42481	43925	45369	46813	48257	49701	51145	52589	
2006	1.04	41177	42678	44180	45682	47184	48686	50187	51689	53191	54693	
2007	1.04	42824	44385	45947	47509	49071	50633	52195	53757	55319	56881	
2008	1.04	44537	46161	47785	49410	51034	52658	54283	55907	57531	59156	

Working Leader

		Increment 1530										
		1	2	3	4	5	6	7	8	9	10	
2005	0	41115	42645	44175	45705	47235	48765	50295	51825	53355	54562	
2006	1.04	42760	44351	45942	47533	49124	50716	52307	53898	55489	57290	
2007	1.04	44470	46125	47780	49435	51089	52744	54399	56054	57709	60155	
2008	1.04	46249	47970	49691	51412	53133	54854	56575	58296	60017	63162	

LABORER

		Increment 1111									
		1	2	3	4	5	6	7	8	9	10
2005	0	22500	23611	24722	25833	26944	28055	29166	30277	31388	32499
2006	1.04	23400	24555	25711	26866	28022	29177	30333	31488	32644	33799
2007	1.04	24336	25538	26739	27941	29143	30344	31546	32748	33949	35151
2008	1.04	25309	26559	27809	29059	30308	31558	32808	34058	35307	36557

M.E.O.

		Increment 1530									
		1	2	3	4	5	6	7	8	9	10
2005	0	24300	25830	27360	28890	30420	31950	33480	35010	36540	38070
2006	1.04	25272	26863	28454	30046	31637	33228	34819	36410	38002	39974
2007	1.04	26283	27938	29593	31247	32902	34557	36212	37867	39522	41972
2008	1.04	27334	29055	30776	32497	34218	35939	37660	39381	41103	44071

M.E.O. 2

		Increment 1530									
		1	2	3	4	5	6	7	8	9	10
2005	0	38070	39600	41130	42660	44190	45720	47250	48780	50310	50567
2006	1.04	39593	41184	42775	44366	45958	47549	49140	50731	52322	53095
2007	1.04	41177	42831	44486	46141	47796	49451	51106	52760	54415	55750
2008	1.04	42824	44545	46266	47987	49708	51429	53150	54871	56592	58537

Sr. Water & Sewer Operator

		Increment 1050									
		1	2	3	4	5	6	7	8	9	10
2005	0	41115	42645	44175	45705	47235	48765	50295	51825	53355	54562
2006	1.04	42760	44351	45942	47533	49124	50716	52307	53898	55489	57290
2007	1.04	44470	46125	47780	49435	51089	52744	54399	56054	57709	60155
2008	1.04	46249	47970	49691	51412	53133	54854	56575	58296	60017	63162

Water & Sewer Operator 2

		Increment 1530									
		1	2	3	4	5	6	7	8	9	10
2005	0	24336	25866	27396	28926	30456	31986	33516	35046	36576	38106
2006	1.04	25309	26901	28492	30083	31674	33265	34857	36448	38039	40011
2007	1.04	26322	27977	29632	31286	32941	34596	36251	37906	39561	42012
2008	1.04	27375	29096	30817	32538	34259	35980	37701	39422	41143	44112

Water & Sewer Operator 1

		Increment 1155									
		1	2	3	4	5	6	7	8	9	10
2005	0	23400	24930	26460	27990	29520	31050	32580	34110	35640	33799
2006	1.04	24336	25927	27518	29110	30701	32292	33883	35474	37066	35151
2007	1.04	25309	26964	28619	30274	31929	33584	35239	36893	38548	36557
2008	1.04	26322	28043	29764	31485	33206	34927	36648	38369	40090	38019

Water & Sewer Operator Trainee

		Increment 1111									
		1	2	3	4	5	6	7	8	9	10
2005	0	22500	23611	24722	25833	26944	28055	29166	30277	31388	32499
2006	1.04	25272	24555	25711	26866	28022	29177	30333	31488	32644	33799
2007	1.04	26283	25538	26739	27941	29143	30344	31546	32748	33949	35151
2008	1.04	27334	26559	27809	29059	30308	31558	32808	34058	35307	36557

Mechanic

Increment 1500

		1	2	3	4	5	6	7	8	9	10
2005	0	46000	47500	49000	50500	52000	53500	55000	56500	58000	59500
2006	1.04	47840	49400	50960	52520	54080	55640	57200	58760	60320	62475
2007	1.04	49754	51376	52998	54621	56243	57866	59488	61110	62733	65599
2008	1.04	51744	53431	55118	56806	58493	60180	61868	63555	65242	68879

H.E.O.

Increment 1444

		1	2	3	4	5	6	7	8	9	10
2005	0	39593	41037	42481	43925	45369	46813	48257	49701	51145	52589
2006	1.04	41177	42678	44180	45682	47184	48686	50187	51689	53191	54693
2007	1.04	42824	44385	45947	47509	49071	50633	52195	53757	55319	56881
2008	1.04	44537	46161	47785	49410	51034	52658	54283	55907	57531	59156

Working Leader

Increment 1530

		1	2	3	4	5	6	7	8	9	10
2005	0	41115	42645	44175	45705	47235	48765	50295	51825	53355	54562
2006	1.04	42760	44351	45942	47533	49124	50716	52307	53898	55489	57290
2007	1.04	44470	46125	47780	49435	51089	52744	54399	56054	57709	60155
2008	1.04	46249	47970	49691	51412	53133	54854	56575	58296	60017	63162