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Union: Town of North Greenbush Unit, CSEA, AFSCME, AFL-CIO

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COPY FOR YOUR INFORMATION

AGREEMENT

by and between the

TOWN OF NORTH GREENBUSH

and

CSEA Local 1000 AFSCME, AFL-CIO

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

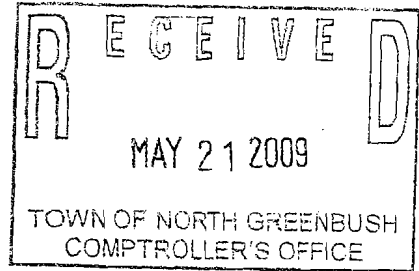
AUG 20 2009

ADMINISTRATION

Since 1910



New York's LEADING Union



Town of North Greenbush Unit
Rensselaer County Local 842

January 1, 2008 - December 31, 2010

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ARTICLE I / RECOGNITION

Section 1. The Employer agrees that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA) shall be the sole and exclusive representative for all employees described in Article II for purpose of collective bargaining and grievances.

Section 2. The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II / COLLECTIVE BARGAINING UNIT

Section 1. The Collective Bargaining Unit shall comprise all Highway Department employees exclusive of elected officials and summer hires.

ARTICLE III / DUES DEDUCTION

Section 1. The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210 regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to deduct and remit such monies exclusively for CSEA as the recognized exclusive bargaining agent for employees in this Unit.

Section 2. The Town of North Greenbush hereby agrees to deduct from the wages of all non-CSEA members of this bargaining unit and Agency Shop fee in the amount of the dues levied by the CSEA, Inc. Said sums will be transmitted to CSEA, Inc., 143 Washington Avenue, Albany, New York, 12210 at least monthly, in a separate check. A listing of employees covered with their social security numbers shall accompany such a check.

Section 3. The CSEA will indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Town in reliance upon dues deduction authorization cards, or agency shop fees, furnished by the employees or paid by the employees and/or CSEA with respect to dues deduction as detailed in this Article.

ARTICLE IV / CSEA BUSINESS

Section 1. The CSEA Officers or their designated representative shall be granted reasonable time off during working hours to assist in the presentation of alleged or actual grievances or matters of contract interpretation.

Section 2. The CSEA Officers or their designated representative shall be granted reasonable time off during working hours to solicit new membership and for any business relative to Employer/Employee relations.

Section 3. CSEA shall provide the Town and Superintendent with the names of each of its officers, updated on a yearly basis or as necessary.

ARTICLE V / BULLETIN BOARDS

Section 1. The CSEA shall be allowed to post notices on work location bulletin boards for meetings or any other matters relative to CSEA business.

ARTICLE VI / WORK WEEK

Section 1. The regular workweek shall be forty (40) hours, Monday through Friday. The workday shall be 7:00 AM – 3:30 PM with one half (1/2) hour lunch to be taken between 11:30 AM – 1:30 PM. There shall be a fifteen (15) minute coffee break in the morning and in the afternoon.

Section 2. Tardiness and Overtime

- a) Tardiness shall be calculated in 6 minute intervals.
- b) If an employee is tardy the employee is docked 15 minutes (that is, when an employee is more than 6 minutes late, the employee is docked 15 minutes).
- c) In the event the employee calls in prior to being tardy, and with prior approval of the Superintendent, the employee may use sick or personal leave, as appropriate.

ARTICLE VII / OVERTIME

Section 1. Employee shall be paid time and one-half (1-1/2) overtime for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week. The use of accrued leave time shall count toward the computation of overtime.

ARTICLE VII / OVERTIME (CONTINUED)

Section 2. No employee shall be required to work in excess of eight hours without their consent, except as provided for in Section 5 of this Article, anything over sixteen consecutive hours shall be considered double time.

Section 3. When an employee works ten (10) hours and the intent is to work additional hours beyond the ten (10) hours, an employee shall be entitled to a one-half (1/2) hour paid meal break after the tenth (10) hour.

Section 4. When an employee leaves their work location, and then are called back to work, they shall be paid a minimum call-in rate of three (3) hours.

Section 5. During any emergency as decided by the Town Highway Superintendent, the Highway Superintendent or his designee may call in any or all employees for mandatory overtime pursuant to a policy drafted by the Highway Superintendent and appended to this Agreement as Appendix A. In these instances, employees must report to work.

Before changing the implemented policy which is set forth in Appendix A of this Agreement, the Highway Superintendent shall provide reasonable advance notice of such intended changes and meet with CSEA to discuss any such changes.

ARTICLE VIII / HOLIDAYS

Section 1. All employees shall be entitled to the following paid annual holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

Section 2. If the holiday falls on a Saturday or Sunday, the employees shall be given another day off which shall be mutually agreed upon by the employees and the Employer.

Section 3. If an employee is requested to work on a day of holiday observance, they shall be compensated at the rate of time and one-half for the hours worked plus the holiday day.

ARTICLE IX / LEAVES

Section 1 (a). Sick Leave

Employees shall earn sick leave at the rate of one (1) day every four (4) weeks. Unused sick leave may be accumulated to 165 days. After three (3) days on sick leave, an employee will submit a doctor's certificate if requested by the Superintendent of Highways.

(b). Upon separation of employment for any reason other than retirement or termination from employment, the Town will pay an employee the cash equivalent for any unused sick leave, up to a maximum of ten (10) working days.

c). Upon retirement, the employee shall have the option to use one-half (1/2) of accumulated sick leave at that time as a cash payment. The maximum days accumulated shall be 165 days.

Section 2. Personal Leave

All employees shall receive three (3) days personal leave per year. Except in an emergency, 48-hours notice of intention to use a personal day shall be given to the Superintendent of Highways. Unused personal leave shall be accumulated as sick leave. New employees may not use personal leave until completion of six months of employment.

Section 3. Bereavement Leave

In the event of a death in the immediate family, an employee may take up to three (3) workdays bereavement leave. The immediate family shall include spouse, mother, father, daughter, son, sister, brother, mother-in-law, father-in-law.

Section 4. Vacation

All employees shall be granted the following vacation schedule with pay:

<u>Years of Service</u>	<u>Annual Hours</u>	<u>Hrs. Accrued/Each Pay Period</u>
0-1	40	1.5385
2-7	80	3.0770
8-15	120	4.6154
16 or more	160	6.1539

A. (i) Employees wishing to take vacation leave must request said leave at least 48 hours in advance of the desire to use said leave. Conflicts in request for vacation shall be resolved based upon the seniority of the employees requesting leave, with the more senior employee taking vacation before a more junior employee.

ARTICLE IX / LEAVES (CONTINUED)

- (ii) The number of employees, if any, allowed to be on vacation at any one time shall be determined by the Highway Superintendent.
 - (iii) Vacation must be used in the year in which it is earned; there will be no vacation carryover.
- B. Advance payment for anticipated vacation in increments of one week minimum shall be made providing the employee requests are submitted in writing to the Superintendent of Highways at least 30 days in advance.

ARTICLE X / JOB SECURITY

Section 1. Upon completion of six months of service, all laboring and non-competitive class employees shall be granted tenure as permanent employees. Employees shall only be brought up on charges of incompetence or misconduct and shall utilize the grievance procedure as the appeal procedure.

Section 1a). Thirty (30) days prior to the completion of the probationary period, the Highway Superintendent shall inform the employees of:

- 1.) Termination at the end of the probationary period, or
- 2.) Extension of probationary period for an additional three (3) months. Failure to meet the conditions of Section 1a of this Article shall place the employee on permanent status.

Section 2. In the event of a layoff, the least senior employee within each job classification shall be laid off first.

Employee's original appointment date on a permanent basis shall be the seniority date.

An Employee laid off from a position to which there is a direct line of promotion has the option to displace the least senior incumbent of the next level position within the same layoff unit. An employee may displace only to an occupied position in the next lower title in direct line of promotion. If such a bump title does not exist or is vacant, then the laid-off employee may displace the least senior incumbent of the next lower level position in direct line of promotion. Employees being laid off may only exercise displacement rights if the positions to which they are bumping are occupied by incumbents having less seniority.

Employees who are laid off through the abolishment of positions or through bumping shall be eligible for recall.

ARTICLE X / JOB SECURITY (CONTINUED)

Temporary, seasonal, part-time or per diem employees shall be laid off before any permanent employee is laid off.

Recall: Recall rights shall be for two (2) years from the date of layoff.

The Employer shall notify an employee by Certified Mail/Return Receipt Requested at the last known address. Unless the Employer receives from such employee being recalled, an acceptance, in writing, within 14 calendar days of the date of mailing of the recall notice, such employee shall no longer be eligible for recall. Applies to permanent employees only for permanent employment. One refusal by the laid off employee, the laid off employee shall be removed from the list.

For employment on a temporary basis (six months or less) recall shall be from laid off employees first, then, at the discretion of the Highway Superintendent.

Section 3. The Town shall post a seniority list covering all employee of the bargaining unit. Such list shall be used for purposes of vacation scheduling, overtime distribution, layoffs and other internal functions of the Highway Department.

Section 4. The preference and administration of job assignments shall be accomplished by seniority in the Highway Department.

Section 5. It shall be the responsibility of the Highway Superintendent to train any employee in the operation of Town Highway equipment.

Section 6. The Superintendent of Highways shall not use any temporary part-time, per diem or seasonal employees when permanent Town employees are available.

ARTICLE XI / INSURANCE

Section 1. The Employer shall provide the Capital District Physicians Health Plan or a comparable plan selected by the Town Board for all employees. The rate of contribution for the employer shall be 100% for individual coverage; those with dependent/family coverage will pay 50% of the difference between the family monthly premium and the individual monthly premium; the employer shall pay the remainder of said dependent/family coverage.

ARTICLE XI / INSURANCE (CONTINUED)

Section 2. Disability Insurance

The Town agrees to grant the provisions of the New York State Disability Benefits Law, supplement the Workman's Compensation Law, to all employees of this bargaining unit at a cost not to exceed thirty (30) cents per week to the employees.

Section 3. Dental Insurance

The Employer agrees to grant the CSEA Employment Benefit Fund/Dental Plan and shall pay the cost of such plan on the following basis:

- a). 100% paid for the employee coverage.
- b). Employees who have family/dependent coverage shall pay 50% of the difference between the family monthly premium and the individual monthly premium; the employer shall pay the remainder of said family/dependent coverage.

Section 4. Effective 1/1/93, the Town shall purchase the CSEA Employee Benefit Fund Silver 12 Vision Plan at the guaranteed rates as follows:

01/01/07 – 06/30/08	\$203.52 Annually;	\$16.96 Monthly
07/01/08 – 06/30/09	\$208.56 Annually;	\$17.38 Monthly
07/01/09 – 06/30/10	\$214.80 Annually;	\$17.90 Monthly
07/01/10 – 12/30/10	\$219.12 Annually;	\$18.26 Monthly

ARTICLE XII / UNIFORMS AND EQUIPMENT

Section 1. The Employer shall continue to provide uniforms for all employees at the rate as needed and required.

Section 2. The Town of North Greenbush shall supply radio equipment to employees assigned to work on Highway Department vehicles.

Section 3. The Town shall supply work gloves to all employees on a reasonable, as needed basis.

Section 4. The Town shall pay for the Federal mandated Commercial Drivers License and Fees for all employees who drive Town equipment which is covered by the Federal Act. The cost shall not exceed sixty (\$60) dollars per employee.

ARTICLE XII / UNIFORMS AND EQUIPMENT (CONTINUED)

Section 5. Employees shall wear the uniforms provided by the Town. Employees shall start their workday in a clean uniform, which bears a tag identifying the Town of North Greenbush Highway Department and the employee's name. The Town will issue each employee five (5) uniform shirts and pants, 2 light jackets, 1 cold weather jacket and 1 set of cold weather overalls.

ARTICLE XIII / COMPENSATION

Section 1.

- a). Effective January 1, 2008, all employees in the bargaining unit shall be granted an increase of three (3%) percent over their previous years rates.
- b). Effective January 1, 2009, all employees in the bargaining unit shall be granted an increase of three (3%) percent over their previous years rates.
- c). Effective January 1, 2010, all employees in the bargaining unit shall be granted an increase of three (3%) percent over their previous years rates.

Section 2. Seniority Increment

Effective January 1, 2009, employees with five (5) years of service with the Town Highway Department will receive on the employee's anniversary date, a 5¢/hour increment for each year of service (i.e. at five (5) years of service, the employee will receive an additional 25¢/hour. At six (6) years of service, the employee will receive an additional 5¢/hour. The increment is a 5¢/hour increment for each year of service beginning at the fifth year of service).

Section 3. Longevity

* Upon completion of the following years, all employees in the bargaining unit shall receive the following amounts:

Upon completion of 5 years	=	\$200.00
Upon completion of 10 years	=	\$300.00
Upon completion of 15 years	=	\$400.00
Upon completion of 20 years	=	\$500.00

Section 4. Effective January 1, 1989 employees with less than three (3) years of service shall be paid a rate, which is fifty (50¢) cents in excess of the employee's normal hourly rate when they operate equipment out of title. Temporary is agreed to be less than thirty (30) days.

Section 5. Any employee with three (3) or more years of service with the Town, who is promoted to a higher title or works out of title shall receive the hourly rate of the new title. (e.g., Laborer Step Three to MEOL Step Three.)

ARTICLE XIII / COMPENSATION (CONTINUED)

Section 6. The Superintendent of Highways may appoint a Foreman for which the employee will be granted a one (\$1.00) dollar an hour increase in their hourly rate.

ARTICLE XIV / LOST TIME INCENTIVE

Each year on the first pay period in December, the Town will pay \$400.00 to each employee who has used no sick leave, or Workers' Compensation leave since the first pay period in December the previous year.

ARTICLE XV / RETIREMENT

Section 1. The Town of North Greenbush agrees to pass the appropriate resolution for its employees being part of the plan known as 75e from the New York State Employee's Retirement System.

Section 2. The Town of North Greenbush shall adopt and maintain the New Improved Ordinary Death Benefit commonly referred to as Section 60b.

Section 3. As of May 2005, there is one employee covered by plan 75i in accordance with his date of hire; all other employees are enrolled in Retirement System Plan 14 or 15, dependent upon date of hire.

ARTICLE XVI / VACANCIES

Section 1. Any vacancy or new position, except for a labor vacancy or new labor position shall be posted for a minimum of two (2) days for the opportunity of present employees willing to bid on such opening, prior to any position being filled.

Section 2. Appointments to vacant promotional positions shall be made wherever possible from within the bargaining unit on a basis of seniority.

ARTICLE XVII / GRIEVANCE PROCEDURE

The following procedure shall be the method of resolving any dispute regarding the interpretation or application of a provision of this contract or discipline imposed on a permanent employee in this bargaining unit. Disciplinary grievances shall be submitted directly at Step Two of the grievance procedure.

The term "days" used in this Article shall mean calendar days. If the last day upon which an action under this Article may be taken is a Saturday, Sunday or Town Holiday, the time shall be extended to the next Town business day.

ARTICLE XVII / GRIEVANCE PROCEDURE (CONTINUED)

STEP ONE

Within ten (10) days of the occurrence of the dispute, the matter shall be orally discussed with the Superintendent of Highways. Within three (3) days of the discussion, the Superintendent of Highways shall render a decision.

STEP TWO

If the dispute is not satisfactorily resolved at the First Step, the aggrieved shall reduce the dispute to writing and submit to the Superintendent of Highways within five (5) days of the issuance of the Step One decision. In the event that a permanent employee wishes to grieve the imposition of discipline, a written grievance must be submitted to the Superintendent of highways within five (5) days after service of disciplinary charges. Within five (5) days of receipt of the written grievance, the Superintendent of Highways shall render a decision in writing.

STEP THREE

If the dispute is not satisfactorily resolved at the Second Step, the CSEA may appeal the Superintendent of Highway's determination to the Town Board. Said appeal must be received by the Town (Office of the Supervisor) within 10 days of CSEA's receipt of the Superintendent's determination. The CSEA may request a meeting with the Town Board, such meeting to be held as an "executive session." The Town Board will have 15 days from the close of the meeting to render a written decision to CSEA.

STEP FOUR

If the dispute is not satisfactorily resolved at the Third Step, the CSEA shall file a demand for arbitration within ten (10) days after issuance of the Step Three decision. The appeal shall be submitted in writing in accordance with the rules and procedures of PERB. The decision of the arbitrator shall be final and binding on all parties thereto. Such decision shall be in writing and forwarded to the CSEA and the Town. The fees and expenses of arbitration shall be shared equally by both parties.

ARTICLE XVIII / PAST PRACTICES

Disputes about claimed changes in terms and conditions of employment provided by the express terms of this Collective Bargaining Agreement shall be processed under the grievance procedure contained in this Agreement.

Disputes about claimed changes in terms and conditions of employment other than those provided by the express terms of this Collective Bargaining Agreement shall be processed as Improper Practice Charges before the Public Employment Relations Board.

ARTICLE XIX / SAVINGS CLAUSE

Section 1. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

Section 2. If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall immediately convene for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XX / LEGISLATIVE ACTION

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXI / DURATION

This Agreement shall commence January 1, 2008 and continue until December 31, 2010, this Agreement shall continue in effect until such time as a new Agreement is made.

FOR THE TOWN OF NORTH GREENBUSH



TOWN SUPERVISOR

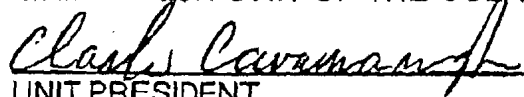


SUPERINTENDENT OF HIGHWAYS



TOWN REPRESENTATIVE

FOR THE TOWN OF NORTH GREENBUSH UNIT OF THE CSEA



UNIT PRESIDENT



NEGOTIATING TEAM MEMBER

NEGOTIATING TEAM MEMBER



LABOR RELATIONS SPECIALIST

APPENDIX A

TOWN HIGHWAY SUPERINTENDENT'S POLICY FOR MANDATORY OVERTIME

The Town Highway Superintendent or his designee may, during any emergency, as decided by the Highway Superintendent, call in any or all employees of the Highway Department for mandatory overtime work.

When the Town Highway Superintendent makes such a determination that there is an emergency, the Highway Superintendent or his designee shall notify the employees needed to work of his determination that an emergency exists and that they must report to work. Such notification shall occur when the Highway Superintendent or his designee calls for them to come in at their residence phone number or at another phone number previously provided to him for this purpose. This call to their residence phone number or other phone number previously provided by the employees for this purpose shall constitute notification, whether or not the employee is personally reached.

When the employee's phone number as defined above is called, the employee shall be expected and is required to report to work at the Highway Garage or other destination as specifically instructed by the Highway Superintendent or his designee within one (1) hour of the telephone call by the Highway Superintendent or his designee. If any employee called and notified, as defined above, does not or cannot report to work within one (1) hour from such call such employee shall have no right to report to work and be compensated after the one hour during such emergency, unless such employee contacts the Highway Superintendent first and the Highway Superintendent advises such employee that he still needs such employee to work.

If any employee so called as delineated above refuses to report to work or fails to show up for work within one (1) hour of the call to his residence phone number provided by the employee for such purposes, the Highway Superintendent may issue a written warning to such employee. If there is a second subsequent such refusal or failure to report to work within the one (1) hour time frame and such subsequent failure or refusal occurs within one calendar year of the prior such refusal or failure, this behavior may result in disciplinary action being instituted by the Highway Superintendent.

Prior to the issuance of such a written warning, or commencement of such a disciplinary action in this regard, the employee may submit or provide, in writing, a reason or excuse for refusing or failing to report for duty for such mandatory overtime which reason or excuse will be reviewed and considered by the Highway Superintendent. To merit consideration such a reason or excuse must be submitted to the Highway Superintendent within three normal business days of such refusal or failure. Depending on the particular circumstances, possibly acceptable reasons for failing to report for the mandatory overtime work may include verifiable personal illness, a verifiable family emergency, being on vacation, or other substantial and significant reason which is acceptable to the Highway Superintendent.

SALARY SCHEDULE

<u>2008 RATES (3% INCREASE)</u>						
	STEP 1	INC.	STEP 2	INC.	STEP 3	INC.
MEOH	\$18.27	\$0.53	\$19.08	\$0.56	\$19.88	\$0.58
MEOL	\$16.64	\$0.48	\$17.44	\$0.51	\$18.28	\$0.53
MECHANIC	\$17.81	\$0.52	\$18.60	\$0.54	\$19.88	\$0.58
LABORER	\$14.75	\$0.43	\$15.56	\$0.45	\$16.40	\$0.48

<u>2009 RATES (3% INCREASE)</u>						
	STEP 1	INC.	STEP 2	INC.	STEP 3	INC.
MEOH	\$18.82	\$0.55	\$19.65	\$0.57	\$20.48	\$0.60
MEOL	\$17.14	\$0.50	\$17.96	\$0.52	\$18.83	\$0.55
MECHANIC	\$18.34	\$0.53	\$19.16	\$0.56	\$20.48	\$0.60
LABORER	\$15.19	\$0.44	\$16.03	\$0.47	\$16.89	\$0.49

<u>2010 RATES (3% INCREASE)</u>						
	STEP 1	INC.	STEP 2	INC.	STEP 3	INC.
MEOH	\$19.38	\$0.56	\$20.24	\$0.59	\$21.09	\$0.61
MEOL	\$17.65	\$0.51	\$18.50	\$0.54	\$19.39	\$0.56
MECHANIC	\$18.89	\$0.55	\$19.73	\$0.57	\$21.09	\$0.61
LABORER	\$15.65	\$0.46	\$16.51	\$0.48	\$17.40	\$0.51