



City of Kingston Finance and Audit Committee
Meeting Agenda
Tuesday, September 18, 2018

NEW BUSINESS

Mayor Noble Re: Kingston City Land Bank
[20180911091708.pdf](#)

Mayor Noble Re: Peaceful Guardians Project
[20180911090644.pdf](#)

R. Swenson, Engineer Re: Greenkill Avenue Sewer Replacement
[Noble_Authorization_083118.pdf](#)
[Project Location Map.pdf](#)
[Typical Greenkill Cross-Section.pdf](#)
[Budget_Extended Scope.pdf](#)
[Budget_Original Scope.pdf](#)

S. Cahill, Planning Re: Budget Modification Request
[Budget Modification for Consultant.pdf](#)

Chief Tinti, KPD Re: Budget Transfer Requests
[kpd retirement bud transfer 8.9.18 .pdf](#)
[kpd bud transfer 8.7.18.pdf](#)
[kpd budget trans request 8.28.18.pdf](#)

A. Farr, Director, Arts & Culture Re: Budget Transfer Request
[20180907151457.pdf](#)

J. Tuey, Comptroller Re: Non Aligned Compensation
[Non Aligned.pdf](#)
[2017 NYCOM City Salary Survey without police and fire.pdf](#)

J. Tuey, Comptroller Re: CSEA Memorandum of Agreement
[Council Correspondence CSEA.pdf](#)
[MOA 8.23.18.pdf](#)
[CSEA 2012-2016.pdf](#)

OLD BUSINESS

CITY OF KINGSTON
Office of the Mayor
mayor@kingston-ny.gov



Steven T. Noble
Mayor

September 7, 2018

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE: Kingston City Land Bank

Dear President Noble,

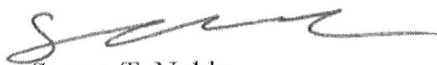
As you will remember, the Common Council adopted a resolution in 2015 to create the Kingston City Land Bank (KCLB). Since that time, my staff has been working diligently to advance the development of the KCLB, which resulted in approval from Empire State Development in March 2018 to officially establish the KCLB and file for its Certificate of Incorporation.

The KCLB has been formed with the purpose of acquiring title to city-owned and other distressed properties in the City of Kingston, removing barriers to redevelopment, and returning the properties to the tax rolls. The key priorities of the KCLB will be to ensure that the reuse of these properties provides opportunities for homeownership for those who might not otherwise be afforded such opportunity, to maintain a range of affordability in the city's housing stock, and to guide the redevelopment of properties to enhance neighborhoods and suit the needs of the residents of those neighborhoods. I have received applications from many highly qualified applicants to serve on the Board of Directors and I expect to make the appointments in the coming week. Once those Board members are in place, the KCLB policies and procedures can be created and adopted.

We have been working to secure funding to support the KCLB and I am writing to you to request that you refer the matter to the Finance Committee. At that time, I will give a presentation to the Committee members on the progress of accessing grant funding to support the KCLB and will ask that they consider resolutions to authorize me to execute the necessary agreements related to accessing grant funds.

Thank you for your consideration of this matter.

Respectfully Submitted,


Steven T. Noble
Mayor

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



September 7, 2018

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE: Peaceful Guardians Project

Dear President Noble,

I have recently been approached by the Center for Creative Education regarding the development of an important new initiative in our community, the *Peaceful Guardians Project (PGP)*.

The purpose of the **PGP** is to achieve three specific outcomes. First, the **PGP** is intended to foster a more constructive and supportive relationship between Kingston Police officers and youth in the City of Kingston. Second, the **PGP** will give both police and youth critical skills necessary to better manage fear and anger, as well as create more effective communication tools. Third, the **PGP** will improve quality of life issues, which will promote greater physical and emotional health at home, at work and at school. For police officers, there will be a specific focus on stress management and wellness. For the youth, there will be heightened focus on academics, school attendance and career planning. Outcomes will be monitored by an independent third party.

Chief Tinti and I believe this program can have a positive impact on our community and will be proposing a strong collaboration with the program in 2019. In order to ensure that this effort is successful, we are proposing a budgetary transfer of \$20,000 from Regular Pay to Contracted Services to underwrite the cost of planning and preparation for a January program launch.

I respectfully request that this matter be referred to the Finance Committee for further discussion and consideration. Representatives from the Center for Creative Education and the Kingston Police Department will be in attendance to answer any questions the Committee may have.

Respectfully Submitted,

Steven T. Noble
Mayor

CITY OF KINGSTON
Office of the City Engineer
rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

August 31, 2018

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE: Greenkill Avenue Sanitary Sewer Replacement

Dear President Noble:

Two weeks ago the Greenkill Avenue Sanitary Sewer failed for a significant length between Sterling Street and Prospect Street. The sewer at this location ranges between 15' to 18' deep, and is of unreinforced concrete horse-collar pipe construction, similar in nature to that replaced on Grand Street and Broadway a couple of years ago, which also suggests that the age of this sewer is over 100 years. The storm sewer is immediately adjacent to and slightly above the sanitary sewer, and would need to be replaced simultaneously. Initial cost estimates project the replacement cost to be on the order of \$500K.

Due to the significant cost associated with this deep sewer work, and in consideration that the sewers immediately upstream are of similar age and can be assumed to be of similar condition, I propose that we extend our scope upstream to #17 Greenkill Avenue, enabling us to reduce the depth of sewer significantly, and in turn, reducing future maintenance costs. The total cost will increase, but not commensurate with the additional length because we will be working at significantly shallower depths (300 LF to 1300 LF), however, we can expect costs to approach \$1.5M.

Attached for your further understanding is a "marked print" identifying the proposed work zone.

The cost for design is expected to be approximately \$160,000.

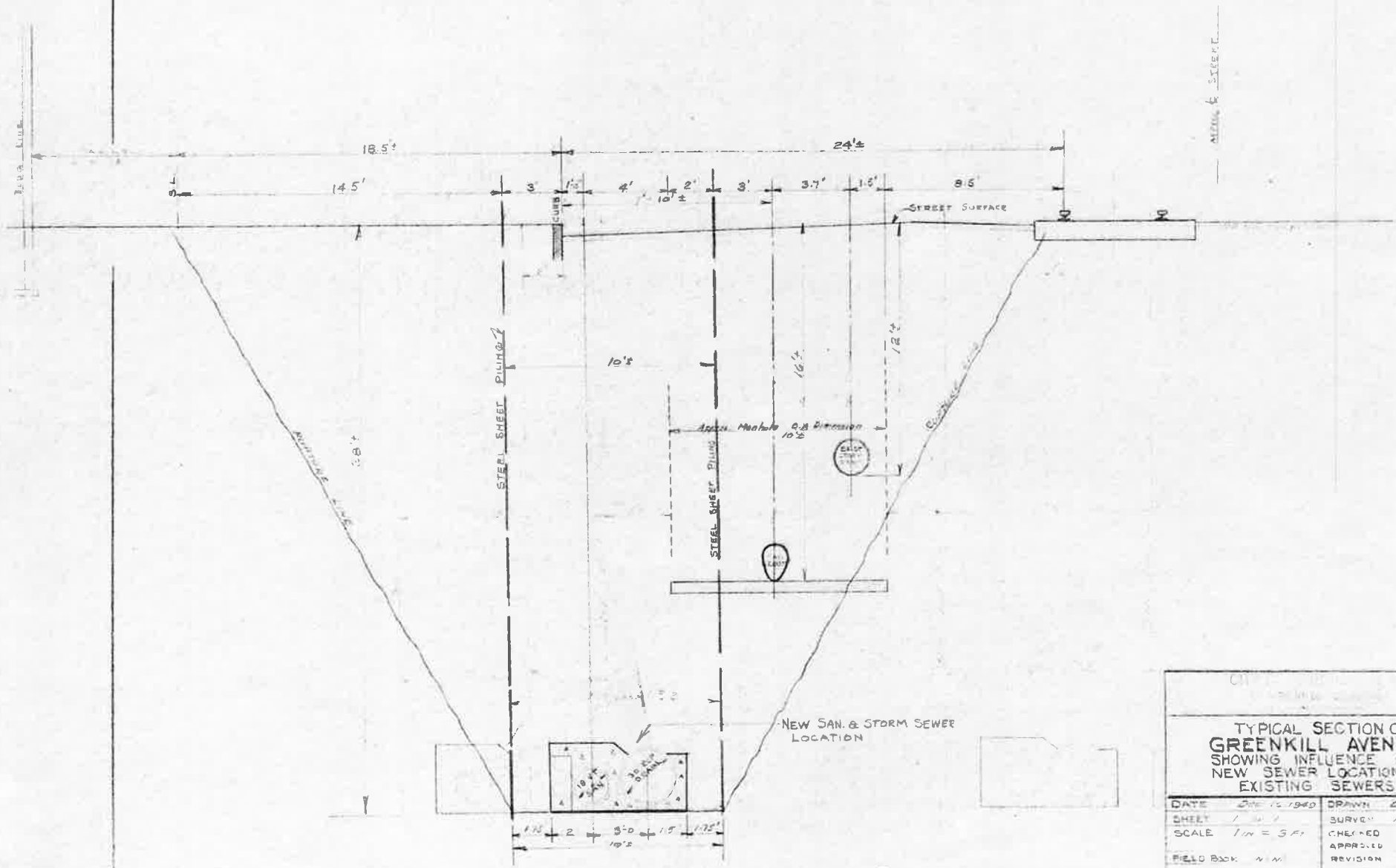
Please forward to the appropriate Common Council Committee for further discussion and recommendation.

Respectfully Submitted,

Ralph Swenson
City Engineer

Cc: Steven T. Noble, Mayor
Douglas Koop, Chair, Finance and Audit Committee
John Tuey, Comptroller





TYPICAL SECTION OF GREENKILL AVENUE SHOWING INFLUENCE OF NEW SEWER LOCATION ON EXISTING SEWERS			
DATE	JUNE 15, 1940	DRAWN	E. F. (12-14-40)
SHEET	1 OF 1	SURVEY	MADE
SCALE	1" = 3' 1"	CHECKED	
FIELD BOOK	N. N.	APPROVED	
MAP NO.		REVISION	
		FILE NO.	

City of Kingston, NY

**Greenkill Avenue Sewer Separation
(Prospect to NAPA)**



DRAFT

Preliminary Construction Budget Estimate

Remove, Replace, and Separate Sanitary and Storm Sewers

CPL Project No. 13924.02

Date: August 31, 2018

Item No.	Item Description	Quantity	Unit	Total	Line Item Total
1	Demolition and Removal	1	LS	\$45,000.00	\$45,000.00
2	Workzone Traffic Control	1	LS	\$40,000.00	\$40,000.00
3	Cutting Pavement	1	LS	\$12,000.00	\$12,000.00
4	Special Backfill	1250	CY	\$32.00	\$40,000.00
5	Subbase	750	CY	\$50.00	\$37,500.00
6	Asphalt Binder Course	500	TON	\$150.00	\$75,000.00
7	Asphalt Top Course (by others - City DPW)	0	TON	\$150.00	\$0.00
8	Sanitary Sewer Manhole	7	EA	\$15,000.00	\$105,000.00
9	Manhole Frame and Cover	7	EA	\$1,500.00	\$10,500.00
10	15" PVC Sewer	1300	LF	\$220.00	\$286,000.00
11	6" PVC Lateral Connections (30 @ 30' each)	900	LF	\$230.00	\$207,000.00
12	Sewer Flow Control	1	LS	\$40,000.00	\$40,000.00
13	Storm Sewer Manhole	6	EA	\$10,000.00	\$60,000.00
14	Manhole Frame and Cover	6	EA	\$1,500.00	\$9,000.00
15	Drainage Structures	14	EA	\$3,000.00	\$42,000.00
16	12" HDPE Storm Sewer	300	LF	\$120.00	\$36,000.00
17	24" HDPE Storm Sewer	1300	LF	\$150.00	\$195,000.00
18	Erosion and Sediment Control	1	LS	\$10,000.00	\$10,000.00
19	Excavation of Test Pits	20	EA	\$1,000.00	\$20,000.00
20	Water Service Relocations	10	EA	\$3,300.00	\$33,000.00
21	Pavement Markings (by others - City DPW)	0	LS	\$5,000.00	\$0.00
22	Concrete Curb	300	LF	\$50.00	\$15,000.00
23	Concrete Sidewalks	50	CY	\$500.00	\$25,000.00
24	Topsoil	900	SF	\$10.00	\$9,000.00
25	Seeding	900	SF	\$2.00	\$1,800.00
	Construction Subtotal				\$1,353,800.00
	Escalation	5	%		\$67,690.00
	Design Contingency	10	%		\$135,380.00
Construction Total					\$1,556,870.00
D1	Sewer TV and Televising	5	DAY	\$3,500.00	\$17,500.00
D2	GPR Utility Survey/Markout	5	DAY	\$2,000.00	\$10,000.00
D4	Topographic Survey	1	LS	\$15,000.00	\$15,000.00
D5	Design (through Bidding)	6 % of construction			\$93,412.20
D6	Construction Administration	TBD - Not Included			\$0.00
D7	Construction Observation	TBD - Not Included			\$0.00
Design Total					\$135,912.20
PROJECT TOTAL					\$1,692,800.00

City of Kingston, NY

Greenkill Avenue Sewer Separation



DRAFT

Preliminary Construction Budget Estimate - Remove, Replace, and Separate Sanitary and Storm Sewers

CPL Project No. 13924.02

Date: August 23, 2018

Item No.	Item Description	Quantity	Unit	Unit Prices (including O&P)				Line Item Total
				Material	Labor	Equipment	Total	
1	Mobilization/Demobilization	1	LS	\$0.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00
2	Maintenance and Protection of Traffic	1	LS	\$2,000.00	\$22,000.00	\$2,000.00	\$26,000.00	\$26,000.00
3	Sawcutting Pavement	250	LF	\$0.50	\$2.25	\$1.00	\$3.75	\$937.50
4	Demolish and Remove Asphalt Pavement	1100	SY	\$0.00	\$8.00	\$3.50	\$11.50	\$12,650.00
5	Demolish and Remove Concrete Curbs	520	LF	\$0.00	\$5.50	\$1.25	\$6.75	\$3,510.00
6	Hauling and Disposal - Pavement and Curb	350	CY	\$0.00	\$9.00	\$4.00	\$13.00	\$4,550.00
7	Remove Existing Manholes	2	EA	\$0.00	\$1,000.00	\$50.00	\$1,050.00	\$2,100.00
8	Bypass Pumping - 4" Pump - 8 hours per day	30	DAY	\$0.00	\$1,200.00	\$300.00	\$1,500.00	\$45,000.00
9	Sanitary Sewer Trench Excavation	2500	CY	\$0.00	\$4.50	\$3.00	\$7.50	\$18,750.00
10	Sanitary Sewer Manholes - 16' Deep Precast	2	EA	\$8,300.00	\$3,100.00	\$600.00	\$12,000.00	\$24,000.00
11	Sanitary Sewer Main - 15" Diameter SDR-35	300	LF	\$14.00	\$12.00	\$1.00	\$27.00	\$8,100.00
12	Sanitary Sewer Main - Miscellaneous Tie-ins	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
13	Sanitary Sewer Tees for Laterals	12	EA	\$500.00	\$325.00	\$0.00	\$825.00	\$9,900.00
14	Sanitary Laterals Trench Excavation	500	CY	\$0.00	\$6.00	\$4.00	\$10.00	\$5,000.00
15	Sanitary Laterals - 6" SDR-35	240	LF	\$3.00	\$6.00	\$0.00	\$9.00	\$2,160.00
16	Storm Sewer Manholes - 12' Deep Precast	2	EA	\$6,500.00	\$2,500.00	\$500.00	\$9,500.00	\$19,000.00
17	Storm Sewer Pipe - 24" Diameter HDPE	300	LF	\$18.00	\$11.50	\$1.00	\$30.50	\$9,150.00
18	Storm Sewer - Miscellaneous Tie-ins	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
19	Pipe Bedding - 3/4" Crushed Stone	450	CY	\$50.00	\$16.00	\$3.50	\$69.50	\$31,275.00
20	Pipe Bedding - Hauling	450	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$3,600.00
21	Pipe Bedding - Compaction	450	CY	\$0.00	\$3.00	\$0.25	\$3.25	\$1,462.50
22	Excess Material - Hauling	450	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$3,600.00
23	Trench Backfill Above Bedding - Excavated Material	2600	CY	\$0.00	\$3.00	\$3.00	\$9.50	\$24,700.00
24	Trench Backfill Above Bedding - Compaction	2600	CY	\$0.00	\$0.75	\$1.25	\$10.50	\$27,300.00
25	Pavement Subbase - 12" Thick	400	CY	\$32.00	\$5.50	\$4.50	\$42.00	\$16,800.00
26	Pavement Subbase - Compaction	400	CY	\$0.00	\$3.00	\$0.25	\$3.25	\$1,300.00
27	Pavement Subbase - Hauling	400	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$3,200.00
28	Concrete Curb - 6" x 18"	520	LF	\$10.00	\$9.50	\$1.00	\$20.50	\$10,660.00
29	Asphalt Pavement - Binder Course - 3.5" Thick	1100	SY	\$15.00	\$2.00	\$1.00	\$18.00	\$19,800.00
30	Asphalt Pavement - Top Course - 1.5" Thick	1100	SY	\$7.00	\$1.50	\$0.50	\$9.00	\$9,900.00
31	Asphalt Pavement - Hauling	160	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$1,280.00
32	Asphalt Pavement - Joint Sealing	250	LF	\$3.00	\$1.50	\$0.50	\$5.00	\$1,250.00
33	Topsoil	250	SY	\$9.00	\$2.50	\$0.50	\$12.00	\$3,000.00
34	Seeding	2.5	MSF	\$50.00	\$150.00	\$0.50	\$200.50	\$501.25
Subtotal								\$395,436.25
20% Design Contingency								\$79,087.25
Total								\$474,523.50

**CITY OF KINGSTON
420 BROADWAY
KINGSTON, NEW YORK 12401**



August 15, 2018

Ald. at Large James Noble, President
City of Kingston Common Council
City Hall - 420 Broadway
Kingston, NY 12401

Re: FY 2018 Budget Modification - Planning

Dear Pres. Noble:

This letter is to request a budget modification for transfer of funds within the FY 2018 budget. The money in the amount of \$1,130.00 was originally withdrawn from the Consultants line instead of the Seasonal line. This journal entry transfer is necessary to rectify this input error.

1) <u>DECREASE:</u>		
AI-8020-111	Seasonal	<\$1130.00>
 <u>INCREASE</u>		
AI 8020-411	Consultants	\$1130.00

Thank you for your favorable consideration in this matter. Please do not hesitate to contact this office if there are any questions.

Sincerely,

Suzanne Cahill
Planning Director

Cc: Steve T. Noble, Mayor
J. Tuey, Comptroller
Douglas Koop, F & ED

CITY OF KINGSTON

Police Department

police@kingston-ny.gov

Egidio F. Tinti, Chief of Police



Steven T. Noble, Mayor

August 9, 2018

Honorable James Noble
Alderman-at-Large
420 Broadway
Kingston, NY 12401

Dear Mr. Noble,

I am respectfully requesting that you refer this internal budget transfer from the Regular Pay to the Retirement Accumulation accounts to the appropriate committee for their review. This transfer to cover the retirement accumulation pay-outs for Officer Kyle Jennings, Detective Michael Benjamin, Police Clerk Diane Shufeldt, and Officer Steve Fellows. As you can see, there is no financial impact or obligation to the City of Kingston regarding this request.

Thank you for your time and consideration in this matter. If you or your committee needs additional information, please do not hesitate to contact me.

Sincerely,

Egidio F. Tinti
Chief of Police
City of Kingston Police Department

EFT/mab

Enclosure

cc: Honorable Steven T. Noble
Mayor, City of Kingston

John Tuey
City Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Police Department

DATE: August 9, 2018

Description: Budget transfer for the 2018 Budget. This is request for an internal transfer from our General Pay Account to our Retirement Accumulation Account for the retirement pay-outs for Officer Kyle Jennings, Detective Michael Benjamin, Police Clerk Diane Shufeldt, and Officer Steve Fellows.

Estimated Financial Impact: \$ 0.00

Signature 

Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:
Type I Action _____
Type II Action _____
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

2018 Budget Modification

Account #	Transfer Out of	Transfer Into
A1312011		
.101 General Pay	\$70,000.00	
.105 Retirement Accumulation		\$70,000.00
TOTALS	\$ 70,000.00	\$ 70,000.00

CITY OF KINGSTON

Police Department

police@kingston-ny.gov

Egidio F. Tinti, Chief of Police



Steven T. Noble, Mayor

August 7, 2018

Honorable James Noble
Alderman-at-Large
420 Broadway
Kingston, NY 12401

Dear Mr. Noble,

I am respectfully requesting that you refer this internal budget transfer for the US Department of Homeland Security - Tactical Team Grant to the appropriate committee for their review. As you can see, there is no financial impact or obligation to the City of Kingston regarding this request.

Thank you for your time and consideration in this matter. If you or your committee needs additional information, please do not hesitate to contact me.

Sincerely,

Egidio F. Tinti
Chief of Police
City of Kingston Police Department

EFT/mab

Enclosure

cc: Honorable Steven. T. Noble
Mayor, City of Kingston

John Tuey
City Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Police Department

DATE: August 7, 2018

Description: Budget transfer for the 2018 Budget. This is a request for a transfer from our Federal Assistance Revenue Account to our Major Equipment and Motor Vehicle Accounts for grant funds received from the US Department of Homeland Security.

Estimated Financial Impact: \$ 0.00

Signature  9/12/18

Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

2018 Budget Modification

Account #	Transfer Out of	Transfer Into
A1312012		
.201 Major Equipment		\$ 61,500.00
.203 Motor Vehicles		\$ 38,500.00
REVENUE Federal Assistance		
A13120.44330	\$ 100,000.00	
TOTALS	\$ 100,000.00	\$ 100,000.00

CITY OF KINGSTON

Police Department

police@kingston-ny.gov

Egidio F. Tinti, Chief of Police



Steven T. Noble, Mayor

August 28, 2018

Honorable James Noble
Alderman-at-Large
420 Broadway
Kingston, NY 12401

Dear Mr. Noble,

I am respectfully requesting that you refer these internal budget transfers from our Insurance Recovery and Training Revenue Accounts to our Major Equipment and Vehicle Maintenance Accounts to the appropriate committee for their review. As you can see, there is no financial impact or obligation to the City of Kingston regarding this request.

Thank you for your time and consideration in this matter. If you or your committee needs additional information, please do not hesitate to contact me.

Sincerely,

Egidio F. Tinti
Chief of Police
City of Kingston Police Department

EFT/mab
Enclosure

cc: Honorable Steven. T. Noble
Mayor, City of Kingston

John Tuey
City Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Police Department

DATE: August 28, 2018

Description: Budget transfer for the 2018 Budget. This is a request for internal account transfers from our Insurance Recovery and Training Revenue Accounts to our Major Equipment and Vehicle Maintenance Accounts.

Estimated Financial Impact: \$ 0.00

Signature 

Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

2018 Budget Modification

Account #	Transfer of	Out	Transfer Into
A1312012			
.201 Major Equipment			\$ 9,000.00
A1312014			
.444 Vehicle Maintenance			\$ 12,712.50
Revenue - Insurance Recovery A1312022 42680	\$	12,712.50	
Revenue - Training A1312322 42260		\$9,000.00	
TOTALS	\$	21,712.50	\$ 21,712.50

CITY OF KINGSTON

Department of Art & Cultural Affairs

Steven T. Noble, Mayor



Adrielle Farr, Director

September 4th, 2018

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York
12401

Re: Art & Cultural Affairs Budget Transfer

Dear President Noble,

The Department of Art & Cultural Affairs respectfully requests an internal budget transfer to accommodate the travel expenses for attendance at the Springboard for the Arts Community Development Training. The Springboard Community Development Training provided attendees with strategies and techniques for active community engagement through the arts. The Director's ability to attend was made possible by a full scholarship from Springboard for the Arts, and a generous travel grant from the Community Foundation. After speaking with Mayor Noble, I am seeking permission to transfer \$700 from the A1-7010-22-42705 Grants line, to A1-7010-14-5462, the Dues and Seminars line. Additionally, \$300 from the A1-7010-14-5463 Postage and Freight line would be transferred to the A1-7010-14-5461 Travel Reimbursement Line.

The Grants line in the Art & Cultural Affairs budget holds the financial contributions from grants to the Department and its employees. Once the services or purchases stipulated in a grant have been rendered, it is helpful to have the funds transferred to the appropriate budget line, in this case, Dues and Seminars. The Postage and Freight line of the Art & Cultural Affairs budget was established to aid the Department with costs related to shipping. The Department has not encountered, and does not foresee many costs related to Postage and Freight, and would therefore like to utilize these funds to reimburse the additional travel expenses not covered by the Community Foundation travel grant.

Please direct my communication to the appropriate Common Council Committee for further discussion.

Respectfully Submitted,

Adrielle Farr
Director of Art & Cultural Affairs

2018 Budgetary Transfer

<u>ACCOUNT</u>		<u>ACCOUNT DESCRIPTION</u>		<u>TRANSFER FROM</u>		<u>TRANSFER TO</u>	
A1-7010-14-5463	POSTAGE, FREIGHT	A1-7010-14-5461	TRAVEL REIMBURSEMENT	300		300	
A1-7010-22-42705	GRANTS	A1-7010-14-5462	DUES, SEMINARS	700		700	
				-		-	
				1,000		1,000	

City of Kingston

New York 12402

Office of The Comptroller



CPO Box 1627
City Hall, 420 Broadway

Telephone:(845) 331-0080
Fax:(845) 334-3944

September 6, 2018

Alderman at Large James Noble
City of Kingston Common Council
Kingston, NY 12401

Dear Alderman at Large Noble,

As you are aware, there are non-uniformed City employees (generally management) who are not included in a collective bargaining unit (non-aligned). Historically, when successor agreements with the CSEA (Civil Service Employees Association, Inc.) union have been reached, the Common Council has also passed resolutions to provide for wage increases to these non-aligned employees.

In light of the City reaching an agreement with the CSEA union that covers the time period of January 1, 2017 through December 31, 2020, I ask that the Common Council consider taking the following actions, which I've had the opportunity to review/discuss with the Mayor, at their next regularly scheduled Finance Committee meeting.

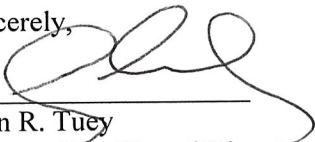
1. Approve wage increases, including retroactive payments, to the following non-aligned (not a member of a collective bargaining unit) employees on the City payroll as of 9/3/18 as follows: 1/1/17 2.25%, 1/1/18 2.25%, 1/1/19 2.25%, 1/1/20 2.25%.

Secretary to Mayor
City Assessor
City Clerk
Corporation Counsel
Assistant Corporation Counsel
Confidential Secretary to Corporation Counsel
Executive Secretary (Civil Service Commission)
City Engineer
Planner
Human Relations Director
Recreation Director
Superintendent of Public Works
Deputy Superintendent of Public Works
Director of IT

Dietz Manager
Dietz Secretary
Dir. Of Communication and Community Engagement
Exec. Dir. KLDC
Executive Director, Economic Development
Director of Building Safety and Zoning
Director of Cultural Affairs
Director of Health and Wellness

2. Approve wage increases to non-elected, non-aligned (not a member of a collective bargaining unit) employees with a City employment start date between 9/4/18 and 12/31/18 as follows: 1/1/19 2.25%, 1/1/20 2.25%. Police and Fire department employees are excluded.
3. Approve wage increases to non-elected, non-aligned (not a member of a collective bargaining unit) employees with a City employment start date between 1/1/19 and 12/31/19 as follows: 1/1/20 2.25%. Police and Fire department employees are excluded.
4. As competitive salaries help recruit and retain talent in all positions, elected official compensation should be reviewed periodically. As the salaries of the City's elected officials (Mayor and Common Council) have not been adjusted in over a decade, it may be prudent to perform such a review. I've attached a copy of a 2017 NYCOM survey that lists salaries for multiple positions, including elected officials, to assist you in this process.

Sincerely,



John R. Tuey
Comptroller, City of Kingston

cc: Mayor Steven T. Noble



2017 City Salary Survey

			Mayor			Chief of Staff			Council President				Councilors			
Municipality	County	Pop.	Annual Salary	T	Yrs	Annual Salary	Yrs	PT	Annual Salary	T	Yrs	PT	#	Annual Salary	Yrs	PT
Albany	Albany	97856	\$135,403	4	4	\$83,000	1		\$30,938	4	8		13	\$20,314	4	
Amsterdam	Montgomery	18620	\$55,000	4	2								5	\$5,000	2	PT
Auburn	Cayuga	27687	\$10,889	4	2								4	\$9,073	4	PT
Batavia	Genesee	15465							\$4,900	4	2	PT	8	\$3,500	4	PT
Beacon	Dutchess	15541	\$25,000	4	5								6	\$9,000	2	
Binghamton	Broome	47376	\$68,357	4	4				\$9,000	6	1	PT	6	\$9,000	2	
Canandaigua	Ontario	10545	\$7,630	2					\$5,023	2		PT	7	\$5,023	2	PT
Cohoes	Albany	16168	\$78,310	4	2	\$71,400	2		\$16,455	4	2	PT	5	\$13,713	4	PT
Corning	Steuben	11183	\$8,500	2	8								8	\$4,500	4	PT
Elmira	Chemung	29200	\$10,609	4	2								6	\$7,431	4	PT
Fulton	Oswego	11886	\$28,250	4	6			PT	\$7,745	2	2	PT	5	\$7,745	2	PT
Geneva	Ontario	13261	\$7,500	4	9								8	\$4,000	4	PT
Gloversville	Fulton	15665	\$42,266	4	8				\$4,375	4	12	PT	6	\$3,500	4	PT
Hornell	Steuben	8563	\$100,088	4	32								10	\$2,300	2	PT
Ithaca	Tompkins	30014														
Jamestown	Chautauqua	31146	\$72,000	4	18	\$44,138	17		\$6,000	2	10	PT	8	\$5,000	2	PT
Johnstown	Fulton	8743	\$18,241	4	1				\$4,413	4	1		4	\$4,413	4	PT
Kingston	Ulster	23893	\$75,000	4	2				\$10,000	2	15	PT	9	\$8,000	2	PT
Mechanicville	Saratoga	5196	\$12,000	4	4											
Middletown	Orange	28086	\$75,000	4	7				\$15,000	4	7	PT	8	\$10,000	2	PT
New Rochelle	Westchester	77062	\$102,810	4	21								6	\$39,251	4	
Newburgh	Orange	28866	\$9,000	4	2								6	\$9,000	4	
North Tonawanda	Niagara	31568	\$50,000	4	3				\$8,500	2	8	PT	4	\$8,000	2	PT
Ogdensburg	St. Lawrence	11128	\$7,000	4	3								6	\$3,500	4	PT
Olean	Cattaraugus	14452	\$50,000	4	4				\$4,000	2	2	PT	7	\$3,500	2	PT
Oneonta	Otsego	13901	\$12,000	4	2								8	\$7,000	4	PT
Oswego	Oswego	18142	\$40,000	4	2				\$14,679	2	2	PT	6	\$9,679	2	PT
Peekskill	Westchester	23583	\$13,015	2	3								5	\$8,686	4	PT
Plattsburgh	Clinton	19989	\$75,689	4	1				\$10,500	4	0.75	PT	5	\$10,000	4	PT
Poughkeepsie	Dutchess	32736	\$25,000	4	2											
Rensselaer	Rensselaer	9392	\$23,332	4	12				\$8,851	4	4	PT	6	\$7,783	4	PT
Rochester	Monroe	210565	\$145,837	4	4	\$112,500	1		\$44,994	4	4		8	\$34,994	4	
Schenectady	Schenectady	66135	\$96,700	4	7	\$59,900	1		\$14,100	4	1	PT	6	\$14,100	4	PT
Sherrill	Oneida	3147	\$1,500	2	5								4	\$1,000	4	PT
Syracuse	Onondaga	145170	\$115,000	4	7	\$99,640	7		\$24,408	4	7	PT	9	\$21,224	2	PT
Troy	Rensselaer	50129														
Utica	Oneida	62235	\$77,015	4	6	\$63,240	4		\$15,520	4	2	PT	9	\$15,520	2	PT
Watertown	Jefferson	27023	\$17,753	4	2								4	\$13,314	4	PT
White Plains	Westchester	56853	\$153,265	4	7	\$208,000	8		\$38,971	4	4	PT	5	\$36,471	4	PT
Yonkers	Westchester	195976	\$156,100	4	5	\$140,000	3		\$79,000	4	3	PT	6	\$53,000	4	PT



2017 City Salary Survey

	Manager/Admin			Deputy Mayor			City Clerk			Deputy Clerk			Clerk-Treasurer		
Municipality	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT
Albany	\$119,340	1					\$77,136	1		\$49,901	1				
Amsterdam							\$41,736	1							
Auburn	\$116,449	1					\$65,833	6		\$50,984					
Batavia	\$93,782	11											\$74,278	12	
Beacon	\$130,689	2													
Binghamton				\$50,774	3		\$50,441	2		\$41,486	2				
Canandaigua	\$107,100												\$83,232	13	
Cohoes							\$48,527	13							
Corning	\$131,513	20				PT	\$62,250	1							
Elmira	\$119,000	1		\$7,654	2	PT	\$50,702	17		\$39,752	18				
Fulton										\$30,000	30	PT	\$79,572	3	
Geneva	\$100,000	9		\$4,000	23	PT	\$59,601	5		\$52,316	10				
Gloversville							\$38,500	1		\$32,000	1				
Hornell													\$56,895	8	
Ithaca															
Jamestown													\$61,424	1	
Johnstown			PT				\$43,891	18		\$15,704	12	PT			
Kingston							\$53,196	6		\$48,880	6				
Mechanicville										\$45,500	20				
Middletown							\$75,328	7							
New Rochelle	\$212,048	28					\$100,835	7							
Newburgh	\$145,000	2					\$64,232	28		\$57,485	23				
North Tonawanda										\$49,218	5		\$54,000	3	
Ogdensburg	\$112,500	2					\$61,507	29		\$34,523	6				
Olean							\$52,145	11							
Oneonta	\$110,000	1								\$50,000	2				
Oswego							\$8,843	1	PT	\$63,748	5 months				
Peekskill	\$175,000	2		\$8,686	3	PT	\$109,564	26							
Plattsburgh							\$59,952	4							
Poughkeepsie															
Rensselaer	\$26,132	10	PT				\$55,281	4		\$40,179					
Rochester				\$140,730	1		\$101,793	8		\$80,984	3				
Schenectady							\$63,937	5		\$45,725	1				
Sherrill													\$88,963	26	
Syracuse	\$99,640	6					\$91,132	9		\$60,500	3				
Troy															
Utica							\$53,288	4		\$45,574	4				
Watertown	\$125,000	5					\$64,480	6		\$40,855	12				
White Plains							\$112,100	11							
Yonkers				\$183,000	3		\$129,465	3		\$97,159	3				



2017 City Salary Survey

	Deputy C/T			Treasurer			Deputy Treasurer			Budget Director			Director of Finance		
Municipality	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT
Albany				\$98,483	4		\$88,112	8		\$85,000	1				
Amsterdam															
Auburn				\$88,910											
Batavia	\$47,714	29													
Beacon													\$96,191	4	
Binghamton				\$46,644	7										
Canandaigua	\$46,600	1.5													
Cohoes				\$47,940	2		\$40,000	1							
Corning													\$86,284	2	
Elmira													\$93,385	1	
Fulton															
Geneva							\$57,660	4							
Gloversville				\$67,000	1		\$51,500	1							
Hornell													\$72,672	6	
Ithaca															
Jamestown															
Johnstown				\$84,460	21		\$38,594	18							
Kingston															
Mechanicville	\$37,425	3											\$12,000	4	PT
Middletown				\$133,425	7		\$78,458	7							
New Rochelle													\$189,082	1	
Newburgh															
North Tonawanda							\$53,792	7							
Ogdensburg															
Olean															
Oneonta													\$80,771	8	
Oswego				\$76,938	10										
Peekskill															
Plattsburgh				\$99,525	11		\$70,666	16							
Poughkeepsie															
Rensselaer				\$55,281	4		\$40,179	2							
Rochester				\$110,330	4		\$97,800	4		\$133,358	5		\$133,358	4	
Schenectady							\$63,000	1					\$94,395	2	
Sherrill	\$46,280	20													
Syracuse										\$91,300	7		\$91,300	10	
Troy															
Utica										\$42,000	1				
Watertown															
White Plains							\$143,700	6					\$166,500		
Yonkers										\$161,132	2				



2017 City Salary Survey

	Comptroller			Chief Info Officer (CIO)			Dir. Super of DPW		W/S Plant Super		Electric Super	
Municipality	Annual Salary	Yrs	PT	Chief Info Officer	Yrs	PT	Annual Salary	Yrs	Annual Salary	Yrs	Annual Salary	Yrs
Albany				\$115,000	4		\$101,707	4	\$49,900		\$112,200	4
Amsterdam	\$55,000	4					\$64,897	3	\$61,188	3		
Auburn	\$100,597						\$97,157		\$90,714	1		
Batavia							\$93,650	2	\$72,205	6		
Beacon							\$84,864	1	\$81,981	4		
Binghamton	\$85,863	3		\$74,948	12		\$76,120	vacant	\$74,636	12		
Canandaigua							\$100,356	6	\$79,094	6		
Cohoes	\$82,310	18					\$78,300	17	\$57,360	8		
Corning							\$90,221	4				
Elmira												
Fulton							\$76,000	3	\$70,970	30		
Geneva	\$67,626	7					\$99,278	3			\$60,370	11
Gloversville							\$62,500	2				
Hornell							\$88,569	5	\$81,689	35		
Ithaca												
Jamestown	\$88,937	27		\$75,292	4		\$89,185	23				
Johnstown							\$66,625	4				
Kingston	\$115,000	10		\$75,000	8		\$85,475	1				
Mechanicville							\$50,000	8	\$58,800	6 mos		
Middletown							\$220,843	12	\$82,839	13		
New Rochelle				\$136,049	19		\$177,650	1				
Newburgh	\$107,443	7					\$94,186	22	\$92,739	19		
North Tonawanda							\$103,850	5	\$85,193	2		
Ogdensburg	\$87,890	1					\$79,362	4				
Olean	\$62,200	7		\$68,850	19		\$89,000	1	\$63,600	16	\$68,825	13
Oneonta							\$65,063	11				
Oswego							\$73,561	2				
Peekskill	\$130,000						\$135,000	4	\$115,000	1		
Plattsburgh				\$85,355	8		\$98,525	8.5	\$58,651	35	\$103,323	9
Poughkeepsie												
Rensselaer	\$82,140	2					\$66,271	4				
Rochester				\$133,358	6		\$133,358	4	\$119,620			
Schenectady							\$121,002	2	\$70,000	5		
Sherrill							\$65,026	1.5	\$66,066	29	\$78,425	30
Syracuse							\$89,509	8	\$89,509	7		
Troy												
Utica	\$63,806	4					\$68,244	8				
Watertown	\$91,161	15		\$75,490	3		\$89,831	31	\$89,760	1		
White Plains				\$144,300	6		\$180,300	2	\$145,181	2		
Yonkers	\$180,000	5		\$175,000	4		\$175,000	5	\$139,611	36		



2017 City Salary Survey

	Dir. of Parks & Rec		Engineer			Public Safety Comm			Police Chief		Fire Chief		
Municipality	Annual Salary	Yrs	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	Annual Salary	Yrs	PT
Albany	\$60,907	4	\$93,407	5					\$122,145	1	\$113,043	4	
Amsterdam	\$54,668	12	\$88,352	9					\$98,455	6	\$99,682	3	
Auburn			\$100,792						\$95,983	1	\$91,519	1	
Batavia									\$85,482	5	\$86,873	1	
Beacon									\$120,414	5	\$91,089	4	
Binghamton	\$61,176	4	\$88,831	2					\$111,981	12	\$111,981	1	
Canandaigua									\$94,860	1	\$85,000	0.08	PT
Cohoes	\$17,500	2	\$49,537	10					\$55,000	2	\$92,495	12	
Corning	\$79,023	6							\$93,515	1	\$97,794	3	
Elmira									\$116,873	2	\$104,746	1	
Fulton	\$64,264	20							\$89,886	10	\$89,886	1	
Geneva	\$64,107	9	\$79,591	34					\$101,922	6	\$86,118	6	
Gloversville									\$98,307	2	\$92,829	3	
Hornell									\$91,372		\$91,371		
Ithaca													
Jamestown			\$88,357	21					\$111,622	10	\$107,395	8	
Johnstown									\$80,759	8	\$81,951	15	
Kingston	\$62,211	21	\$102,771	9					\$107,152	6	\$99,662	4	
Mechanicville						\$12,000	8	PT	\$81,400	16	\$3,758	2	PT
Middletown	\$76,468	3							\$185,000				
New Rochelle	\$185,713	13	\$149,672	4	PT				\$189,082	24	\$188,111	6	
Newburgh	\$66,391	3	\$92,739	4					\$116,076	0	\$116,076	0	
North Tonawanda	\$95,185	10	\$117,900	20					\$117,900	2	\$99,961	2	
Ogdensburg	\$53,766	6							\$89,667	2	\$82,021	4	
Olean	\$55,600	32	\$71,340	18					\$83,200	3	\$80,700	33	
Oneonta			\$81,700	2					\$93,175	1	\$84,803	7	
Oswego									\$105,310	6	\$120,310	6 months	
Peekskill	\$105,629	6							\$157,590	4		2	PT
Plattsburgh									\$100,217	1	\$98,676	2.5	
Poughkeepsie													
Rensselaer									\$93,241	18	\$15,952	4	PT
Rochester	\$133,358	4	\$119,620	11					\$137,005	5	\$137,005	3.8	
Schenectady	\$75,000	2	\$100,085	5		\$131,094	10		\$143,492	2	\$140,535	5	
Sherrill	\$61,655	6							\$77,524	6	\$0	2	PT
Syracuse	\$72,000	3	\$94,952	14					\$114,266	8	\$132,928	4	PT
Troy													
Utica			\$70,000	0					\$136,270	8	\$122,177	14	
Watertown	\$77,078	5	\$85,519	2					\$98,346	3	\$92,679	7	
White Plains	\$152,500	6	\$153,000	2		\$196,000	8		\$178,600	2	\$178,600	14	
Yonkers	\$161,132	1	\$161,132	5					\$210,000	5	\$200,000	1	



2017 City Salary Survey

	Building Dpt Super			Building Inspector			Code Officer			HR/Personnel Dir			Comm Dvlp Dir		
<i>Municipality</i>	<i>Annual Salary</i>	<i>Yrs</i>	<i>PT</i>	<i>Annual Salary</i>	<i>Yrs</i>	<i>PT</i>	<i>Annual Salary</i>	<i>Yrs</i>	<i>PT</i>	<i>Annual Salary</i>	<i>Yrs</i>	<i>PT</i>	<i>Annual Salary</i>	<i>Yrs</i>	<i>PT</i>
Albany	\$83,768	2		\$44,183			\$34,502			\$83,965	0		\$91,800	0	
Amsterdam				\$63,164	28		\$57,387	5		\$31,335	2	PT			
Auburn				\$70,434	18		\$51,532						\$98,497	20	
Batavia							\$77,704			\$67,825	17				
Beacon				\$71,089	17		\$104,300	23							
Binghamton	\$66,876	10		\$39,953	8		\$38,378	8		\$74,504	10		\$57,767	2	
Canandaigua							\$51,320	12							
Cohoes	\$80,161	10					\$52,060	5		\$11,000	2	PT	\$127,500	2	
Corning							\$57,544	22							
Elmira							\$40,000	2	PT				\$78,249	5	
Fulton				\$49,879	1		\$58,368	2		\$30,000	30		\$77,000	15	
Geneva	\$86,278	3		\$52,316	9					\$63,878	18		\$53,859	5	
Gloversville				\$50,544	3		\$42,500	1							
Hornell							\$63,654								
Ithaca															
Jamestown	\$56,220	2		\$52,481	18		\$52,481	12					\$72,308	4	
Johnstown															
Kingston										\$53,890	7		\$61,500	4	
Mechanicville							\$55,000	9							
Middletown				\$70,579	15		\$67,773	11		\$53,767	4		\$84,442	7	
New Rochelle	\$149,336	9		\$61,288	7		\$94,100	1		\$128,901	14		\$83,908	4	
Newburgh	\$71,789	12					\$49,096	6		\$32,292	0	PT	\$92,739	3	
North Tonawanda				\$85,216	10		\$48,941	5					\$78,402	5	
Ogdensburg							\$61,583	10							
Olean							\$69,000	28		\$52,600	33		\$59,750	1	
Oneonta							\$50,000	1		\$60,600	1		\$68,857	1	
Oswego			PT				\$41,808	2		\$71,896	1		\$73,561	2	
Peekskill							\$81,804	17		\$86,986	4				
Plattsburgh				\$61,388	7		\$47,575	17					\$65,801	2	
Poughkeepsie															
Rensselaer				\$46,390	1		\$35,000	4		\$41,209	2				
Rochester	\$119,620	3		\$64,191	5		\$64,191	5		\$133,358	7		\$133,358	3	
Schenectady				\$79,015	1		\$49,450	5		\$61,814	3				
Sherrill										\$7,310	14	PT			
Syracuse	\$70,000	4		\$45,529	1		\$37,678	1		\$99,500	5		\$89,509	8	
Troy															
Utica	\$34,923	1		\$39,324	13		\$28,052	11					\$79,559	8	
Watertown	\$67,677	28					\$57,605	12		\$70,380	1		\$71,202	1	
White Plains	\$157,000	11								\$165,300	20		\$151,000	2	
Yonkers	\$161,132	5.75		\$68,118			\$62,381			\$169,189	3				

2017 City Salary Survey

Municipality	Assessor		
	Annual Salary	Yrs	PT
Albany	\$89,585	1	
Amsterdam	\$65,687	9	
Auburn	\$90,110		
Batavia			
Beacon			
Binghamton	\$70,013	10	
Canandaigua			
Cohoes	\$69,682	8	
Corning	\$84,123	21	
Elmira	\$76,290	11	
Fulton	\$53,550	10	
Geneva	\$66,300	2	
Gloversville	\$49,248	8	
Hornell	\$30,000	4	PT
Ithaca			
Jamestown	\$36,492	2	PT
Johnstown	\$31,000	2	PT
Kingston	\$79,794	6	
Mechanicville	\$164,358	4	
Middletown	\$89,882	16	
New Rochelle	\$137,222	6	
Newburgh	\$76,108	6	
North Tonawanda	\$82,239	10	
Ogdensburg	\$53,000	1	
Olean	\$59,550	14	
Oneonta			
Oswego	\$71,896	13	
Peekskill	\$95,000	4	
Plattsburgh	\$58,584	6	
Poughkeepsie			
Rensselaer	\$32,480	2	PT
Rochester	\$103,508	2	
Schenectady	\$76,726	2	
Sherrill	\$8,268	9	PT
Syracuse	\$86,920	7	
Troy			
Utica	\$56,917	15	
Watertown	\$67,665	13	
White Plains	\$141,000	11	
Yonkers	\$135,000	3	



2017 City Salary Survey

	Are there any additional comments you would like to add?
Municipality	
Canandaigua	We have numerous police officers at various lengths of service and salaries. We have numerous fire fighters at various lengths of service and salaries. We have separate water plant and sewer plant supervisors. Water Plant Supervisor reflected in survey. Sewer Plant Supervisor \$78,693/32 years. We have two Code Enforcement officers. One with \$64,420/4 years.
Geneva	#6 Deputy Mayor is also included in the count for Councilors. #12 is Deputy Comptroller. #19 is an Electrician. #20 is a Recreation Director. #21 is a Junior Engineer. #27 is a Building & Parks Supervisor. #31 is a Neighborhood Initiative Director.
Mechanicville	Mechanicville has a Commission form of government. The elected Commissioners administer their departments as well as sit on the City Council. In addition to the Mayor, Public Works Commissioner and Finance Commissioner whose salaries are reported in the form you provided. We have the Commissioner of Accounts (City Clerk) who is a full-time employee at a salary of \$38,000 and Public Safety Commissioner who is part-time at a salary of \$12,000.
New Rochelle	Starting salary was provided for Police and Firefighters.
Oneonta	therefore, 1 years was indicated. Sewer Plant - Chief Wastewater Treatment Plant Operator salary = \$60,487 # of years in the position = 9, Water Plant - Chief Water Plant Operator salary = \$66,365 # of years in the position = 27.
Sherrill	Codes we do not have an employee, but rather contract with the Town of Vernon and they provide the Codes service to us via contract with them.
Utica	Mayor serves as Public Safety Commissioner unless one is appointed.
Watertown	Police officer salary goes from \$51,165 - \$67,403, firefighter salary goes from \$44,799 - \$55,635, there are 2 deputy City Clerks - the highest paid was entered in the survey - the other one receives \$37,415 & has 3 years.
White Plains	Corporation Counsel also serves as Chief of Staff. Police officer salary range \$50,000 - \$97,937. Firefighter salary range \$50,000 - \$97,721. Building Inspector range \$70,030 - \$107,650. Code Enforcement Officer range \$61,412 - \$84,625.
Yonkers	Answer 4) Councilors - Minimum of \$53,000 was provided. Two receive \$63,000 due to additional responsibilities. Answer 6) Deputy Mayors - The city has two. Maximum of \$183,000 was provided. The second receives \$175,000. Answer 15) Comptroller - The true title is Commissioner of Finance & Management Services. Answer 16) CIO - The true title is Commissioner of Information Technology. Answer 17) Director of DPW - The true title is Commissioner of Public Works. Answer 18) Water Supervisor - The true title is Water Superintendent. Answer 20) Director of Parks - The true title is Commissioner of Parks & Recreation. Answer 23) Police Chief - The true title is Police Commissioner. Answer 24) Police Officer - New hire amount of \$69,455 was provided. Average among all 485 patrol police officers is \$100,091. Answer 25) Fire Chief - The true title is Fire Commissioner. Answer 26) Firefighter - New hire amount of \$68,851 was provided. Average among all 322 firefighters is \$97,334. Answer 27) Building Dept. Superintendent - The true title is Commissioner of Housing & Buildings. Answer 28) Building Inspector - New hire amount of \$68,118 was provided. Average among all 5 inspectors is \$77,728. Answer 29) Code Enforcement Officer - New hire amount of \$62,381 was provided. Average among all 15 officers is \$79,249. Answer 30) Personnel Director - The true title is Commissioner of Personnel.

2017 City Salary Survey

	<i>How is your municipality's chief attorney(s) paid?</i>	How many full and/or part-time attorneys does your municipality employ on the municipal payroll:		Highest paid individual attorney on the municipal payroll
<i>Municipality</i>		<i>F attorneys</i>	<i>PT attorneys</i>	
Albany	Municipal payroll	8	0	\$104,257
Amsterdam	Municipal payroll	1		\$45,000
Auburn	Municipal payroll	2	1	\$95,024
Batavia				
Beacon	Retainer/contract			
Binghamton	Municipal payroll	4	0	\$83,860
Canandaigua	Retainer/contract			
Cohoes	Municipal payroll	1		\$80,000
Corning	Retainer/contract			
Elmira	Municipal payroll	1	1	\$89,757
Fulton	Retainer/contract			\$0
Geneva	Retainer/contract			
Gloversville	Municipal payroll		1	\$75,000
Hornell	Municipal payroll		1	\$30,000
Ithaca				
Jamestown	Municipal payroll	1	0	\$90,419
Johnstown	Municipal payroll		1	\$36,000
Kingston	Municipal payroll	1	2	\$89,000
Mechanicville	Municipal payroll		1	\$46,543
Middletown	Municipal payroll	1	1	\$163,200
New Rochelle	Municipal payroll	3	0	\$192,771
Newburgh				
	Municipal payroll	2	0	\$116,076
North Tonawanda	Municipal payroll		2	\$59,123
Ogdensburg	Retainer/contract			
Olean	Municipal payroll		1	\$62,500
Oneonta	Municipal payroll	0	1	\$42,763
Oswego	Municipal payroll	1	1	\$55,164
Peekskill	Municipal payroll	2	0	\$116,150
Plattsburgh	Municipal payroll	1	2	\$58,500
Poughkeepsie				
Rensselaer				
Rochester	Municipal payroll	14	1	\$133,358
Schenectady	Municipal payroll	6		\$96,425
Sherrill				
Syracuse	Municipal payroll	15	3	\$99,500
Troy				
Utica	Municipal payroll	4	5	\$71,000
Watertown	Retainer/contract			
White Plains	Municipal payroll	6	1	\$208,000
Yonkers	Municipal payroll	15	1	\$180,000

2017 City Salary Survey

Municipality	How many full and/or part-time attorneys are being paid by your municipality via a retainer agreement or contract for services:		The highest paid individual attorney compensated via a retainer agreement or contract for services receives:	
	F attorneys	PT attorneys	Retainer: (year)	Hourly, billed at:
Albany	4	0	\$173,500	
Amsterdam				
Auburn		2		
Batavia				
Beacon	8			\$225
Binghamton				
Canandaigua				
Cohoes				
Corning	1			\$150
Elmira				
Fulton		2	\$0	\$150
Geneva	1		\$100,000	
Gloversville		1	\$33,000	
Hornell				
Ithaca				
Jamestown				
Johnstown		4	\$33,000	
Kingston			\$18,000	
Mechanicville		1	\$15,000	
Middletown				
New Rochelle			\$183,741	\$255
Newburgh	0	8	\$0	\$300
North Tonawanda				
Ogdensburg		1		\$150
Olean				
Oneonta				
Oswego				
Peekskill				
Plattsburgh		2	\$40,000	\$210
Poughkeepsie				
Rensselaer				
Rochester				
Schenectady				
Sherrill				
Syracuse		8		
Troy				
Utica	0			
Watertown	2	1		\$150
White Plains		6		
Yonkers			\$2,065,000	



2017 City Salary Survey

	If necessary, explain the compensation structure for your municipal attorney(s):
<i>Municipality</i>	
Albany	There are 4 law firms paid through retainer. 3 of the 4 law firms provide multiple attorneys based upon the need of the city. The highest paid firm is included in 3a.
Amsterdam	
Auburn	
Batavia	
Beacon	
Binghamton	
Canandaigua	
Cohoes	
Corning	
Elmira	Corporation Counsel - part-time 50% - \$89K. Asst. Corporation Counsel - full-time \$78K.
Fulton	
Geneva	Minimum billed hours per month.
Gloversville	Labor Attorney on a yearly retainer plus extra for interest arbitration, mediation, court appearances.
Hornell	
Ithaca	
Jamestown	The municipal attorney also serves as the Human Resources Director.
Johnstown	
Kingston	Retainer is for labor relations counsel.
Mechanicville	The contract Attorney deals with labor issues.
Middletown	
New Rochelle	
Newburgh	The City employs two full-time, salaried employees as Corporation Counsel and Assistant Corporation Counsel. Outside counsel is retained as needed on a part-time basis pursuant to retainer agreement with services billed at the attorney's lowest municipal hourly rate.
North Tonawanda	
Ogdensburg	
Olean	
Oneonta	Any litigation work performed by the city attorney is billed separate from payroll.
Oswego	
Peekskill	
Plattsburgh	
Poughkeepsie	
Rensselaer	
Rochester	
Schenectady	
Sherrill	City attorney is hourly contract not an employee.
Syracuse	
Troy	
Utica	
Watertown	
White Plains	
Yonkers	Answer to 3a above is the city's total appropriation for outside counsel (municipal & school district).

City of Kingston

New York 12402

Office of The Comptroller



CPO Box 1627
City Hall, 420 Broadway

Telephone: (845) 331-0080
Fax: (845) 334-3944

September 6, 2018

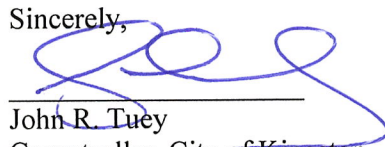
Alderman at Large James Noble
City of Kingston Common Council
Kingston, NY 12401

Dear Alderman at Large Noble,

As you are aware, the City's agreement with the CSEA (Civil Service Employees Association, Inc.) union expired on December 31, 2016. I am pleased to inform you that the City's negotiating team has reached a tentative four year successor agreement with the CSEA that covers the time period of January 1, 2017 through December 31, 2020. This agreement, already ratified by the union, was reached after a series of meetings with CSEA's negotiating committee. We believe that the attached MOA (Memorandum of Agreement) is fair for both parties. I have also attached a copy of the expired CSEA contract so that you may refer to when reviewing the MOA.

I respectfully request that you refer this matter to the next regularly scheduled Finance Committee meeting for review and consideration.

Sincerely,



John R. Tuey
Comptroller, City of Kingston

cc: Mayor Steven T. Noble
William M. Wallens Esq., Roemer Wallens Gold & Mineaux LLP

MEMORANDUM OF AGREEMENT

By and Between

The City of Kingston

and

*Civil Service Employees Association, Inc.,
Local 1000 AFSCME, AFL-CIO,
Kingston City Unit 8951
Ulster County Local #856*

The January 1, 2012 through December 31, 2016 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable.

1. Term of Agreement. January 1, 2017 through December 31, 2020.

2. Wages.

Effective and retroactive to January 1, 2017 – 2.0%.

Effective and retroactive to January 1, 2018 – 2.0% plus \$200 added to Step 6.

Effective January 1, 2019, eliminate Step 1, renumber Steps 2-6 to be 1-5 and add a new Step 6 at \$1,000 above new Step 5.

Effective January 1, 2020 – 2.0% plus \$200 added to new Step 6.

Retroactive payments shall be made to those full-time and part-time employees on the payroll when ratified by the City Council and to those employees who retired from the City subsequent to January 1, 2017 with a pension from the New York State Retirement System.

Seasonal Agreement and Pay Schedule – see attached.

3. Snow and Ice Incentive.

Employees of the Department of Public Works (DPW staff on callout lists for winter storms, drivers, backup drivers, laborers, mechanics, foremen and dispatchers) and Recreation and Parking shall be eligible for a monetary incentive for responding to winter storm callouts between October 1 and April 30 of each year. In order to receive the incentive, an employee must be called five (5) or more times

during the season. If the individual is called and does not answer his/her phone or refuses or fails to respond on two (2) consecutive occasions that employee becomes ineligible for participation in the incentive plan. In order for the employee to be reinstated to eligibility, the employee must respond to two (2) subsequent consecutive callouts. Response payment shall not be added to base.

Employees shall be paid based upon the following response:

75-84%	\$400.00
85-94%	\$500.00
95%+	\$600.00

The Parking Supervisor, who receives on-call pay shall not be eligible for the Snow and Ice Incentive. Responses during a week when an employee is on-call shall not count towards the incentive.

This shall be a PILOT program and sunset on December 31, 2020 unless otherwise agreed.

4. Article III, Section 9, paragraph B.2 - Uniforms - Recreation Department.

ADD provision to provide that uniforms and footwear must be purchased by July 1st of each year.

5. Emergency Closure Policy.

When City Hall closes and/or employees are directed to leave work as a result of a State of Emergency declared by the Mayor, or as a result of an unsafe condition as determined by the Mayor, employees shall be released from work without charge to accruals. Employees who can or must report for work (including essential service employees), shall receive equivalent compensatory time off computed at the straight time rate for such time worked. The maximum amount of compensatory time earned in any 24 consecutive hour period shall be 7 hours for a 35 hour employee and 8 hours for a 40 hour employee. Employees who are directed or required to remain when City Hall closes, shall also be eligible for equivalent compensatory time. Employees, who have notified the City of an absence chargeable to their leave accruals before the emergency has been declared, shall not be allowed to change or withdraw such leave request and thereby achieve a windfall benefit. The Mayor may terminate the emergency declaration at any time when, in his or her sole judgement, the conditions have improved to warrant such determination. Coincident therewith, the excused absence and pay procedures in effect during the declared emergency closing shall cease to be in effect.

6. Article II, Section 3.C, Variance to City Hall Hours and Section 3.C.1, City Hall Regular Hours.

Upon mutual agreement of the employee and the department head, an employee's hours may be flexed. The flexing of hours shall not result in the accrual of

compensatory time and/or overtime on a routine basis. CSEA may revert back to the existing contract language in effect at the time of the change at the expiration of the Agreement upon forty-five (45) days written notice to the City. Any employee working a flex schedule at the time of the rescission will be grandfathered in to the then existing schedule, upon mutual agreement of the employee and the department head.

7. **Article VI, Section 1.A., Sick Leave Credit and Eligibility.**

Modify to provide as follows:

1. All employees will receive one (1) day sick leave credit for each month worked. Sick leave credits are earned on the last day of each month. New hires will receive their first sick day on the last day of the month in which they have worked the entire month (i.e. an employee starts on May 1st then they would earn their first sick day on May 31st provided they appear on each and every payroll for that month. An employee who starts work on May 8th would earn their first sick day on June 30th provided they appear on each and every payroll for the month of June. They will earn one (1) sick day each and every month thereafter that said employees appear on each and every payroll and has worked at least six (6) days in each payroll period or has been legally absent for time missed in excess of four (4) days during any given payroll period.
5. Correct the typo in the contract and space it correctly.

Article VI, Section 6, Leave Usage.

Modify to ADD provision that effective January 1, 2019, employees of the DPW may use four (4) instances of two (2) hours of sick leave per year. This provision shall sunset December 31, 2020, unless the parties agree to extend.

8. **Article VII, Pensions and Health Insurance.**

Modify to provide that the City shall offer current employees the NYSHIP Empire Plan or a high deductible plan with the City covering the deductible.

Current employees who enroll in the Empire Plan or MVP Plan (non-high deductible) shall contribute 10% of the premium with the following cap:

	2017	2018	2019	2020
Single	\$1,000.00	\$1,100.00	\$1,250.00	\$1,400.00
Family	\$1,000.00	\$1,100.00	\$1,350.00	\$1,500.00

Current employees who enroll in the high deductible plan shall contribute 10% of the premium with the following cap:

	2018	2019	2020
Single	\$1,000.00	\$1,000.00	\$1,000.00
Family	\$1,000.00	\$1,000.00	\$1,200.00

New hires who enroll in NYSHIP or MVP shall contribute \$750 above the above amounts.

Eliminate Emblem Health Plan altogether.

Paragraph 2C – Modify to provide “Employees must work ten (10) consecutive years for the City as a full-time employee for the employer immediately prior to retirement to be eligible for retiree health insurance. which Retirement shall mean retiring directly into and receiving a pension from the New York State Retirement System. ~~to be eligible for retirement benefits.~~ Employees who are laid off subsequent to the adoption of this Agreement but were hired prior to ratification of the Agreement shall be eligible for retiree health insurance if they have with eight (8) or more years of continuous years of service for the City of Kingston and retire directly into and receive a pension from the New York State Retirement System at the time of the layoff. and who are retirement eligible and who retire at the time of layoff with the Retirement System would To be eligible for retiree health insurance, but would have to ~~laid off employees must~~ relinquish recall rights. An employee who is on recall/preferred list shall not be considered a break in service for purposes of this provision. Time on the recall/preferred list shall not be considered towards earning the required consecutive years.

9. Article VII, Section 2.C. Hospitalization.

ADD provision to provide that Retirees and Dependents must enroll in a Medicare Advantage Plan upon becoming eligible for Medicare Part B.

10. DELETE provision that provides that retirees who select MVP Gold will receive a \$250 bonus.

11. Article III, Section 8.A.3 – Premium Pay – All Employees.

Any part-time employee who works additional hours beyond their scheduled hours, at each employees’ option, shall be paid straight time for additional hours or compensatory time at time and one-half which may be used at a later date. All hours, however, worked in excess of twenty-five (25) hours in a work week shall be paid at time and one-half. Compensatory time shall be subject to any cap on compensatory time as otherwise provided in the Agreement. Any employee who has reached the cap shall be paid at straight time.

12. Article III, Section 9 and Section 11, Uniform and Tool.

ADD provision to provide that employees who separate service before March 1st in any year shall repay any footwear and/or tool allowance received in that year by deduction from their final paycheck.

13. Article XV, Alcohol and Drug Testing Procedure.

Modify Section 9.2 to provide that after two (2) occasions of either a positive test for prohibited drugs or alcohol, the Employer will seek to terminate the employee pursuant to Section 75 of the New York State Civil Service Law.

An employee who is involved in an accident while driving a City vehicle or driving his or her own vehicle, while on duty for the City, may be subject to drug and alcohol testing pursuant to the reasonable suspicion provision in the Drug and Alcohol Testing Policy.

14. Article IV, Section 1, Holidays.

Effective 1/1/19, ADD provision to provide that floating holidays shall be credited on January 1st. If an employee leaves City service prior to the actual holiday, the day shall be deducted from the employee's final paycheck. Floating holidays earned in 2018 must be used by 12/31/19.

15. Employees shall be required to sign City and departmental forms verifying accruals and time once they are determined to be accurate.

16. Any CSEA request for City documents must be made to the Mayor's office in writing.

17. Compensatory Time.

Modify compensatory policy to provide for a maximum accrual of ninety (90) hours (60 extra hours x 1.5 = 90). Such unused compensatory time shall be paid out upon separation of an employee's service.

18. Article II, Section 3 A, Work Year – Work Week – Work Shift – Department of Public Works.

Modify provision to provide that the dispatcher and ordinance inspector shall start their work day one-half hour prior to the regular department.

19. Article III, Section 8 A, paragraph 7, Call-in Pay.

Modify provision to read as follows:

~~For Department of Public Works and Recreation Department~~ all employees, in all departments, there shall be a three (3) hour minimum time pay for employees called out for ~~emergency~~ overtime work paid at ~~applicable~~ the overtime rates. However, the three (3) hour minimum shall not apply to call-in work which is connected to the beginning of the employee's scheduled work shift. For call-in work connected to the beginning of the shift, the employee shall be paid overtime for the actual hours worked.

Call-in pay shall not apply to employees who receive phone calls at home.

20. Article III, Section 8 A, paragraph 8, Bus Mechanic Stand-by Pay.

Modify provision to read as follows:

Mechanics shall be entitled to stand-by pay of \$60 for being on call Thursday through Sunday during the months January through December. Year-round ~~The~~ Supervisor of the mechanics shall be entitled to stand-by pay of \$150.00 for being on call Friday through Thursday and shall be contacted to determine if it is necessary to call in to work a mechanic.

21. Article III, Section 8 B, Weekend Stand-by Crews.

DELETE first two paragraphs that being "In the Department of Recreation" and replace with the following:

In the Department of Recreation there shall be established a rotating seniority list for weekend stand-by-crew. For the period December 1 through March 31, the crew shall consist of three (3) full-time employees. The first of the three employees called from the seniority list shall carry the phone. Employees assigned weekend stand-by shall receive a stand-by stipend of sixty dollars (\$60.00), except for the employee who carries the emergency phone shall receive a stand-by stipend of one hundred dollars (\$100.00).

From April 1 through November 30, there shall be one (1) employee assigned to carry the emergency phone on a rotating seniority basis. The employee shall receive a stipend of one hundred dollars (\$100.00).

Employees scheduled to work at Dietz Stadium are excluded from this provision.

Should no one accept the assignment to weekend stand-by, the first person on the list or the employee following the last employee on stand-by shall be assigned.

22. Article IV, Section 2 B – Add provision 3 as follows:

3. Employees shall be permitted to utilize floating holiday accruals in increments of either one-half day or a full day.

23. Article V, Section 2 C.

Modify provision to provide that, in addition to the current carryover provision, employees who are unable to take a paid vacation may have the Mayor approve vacation carryover, which decision shall not unreasonably be denied. The decision of the Mayor shall not be subject to the grievance procedure.

24. Article VI, Section 1 B, paragraph 3 – Sick Leave Accumulation.

Modify provision to read as follows:

An employee who has accrued at least 100 sick days may, at each employee's choice, convert ~~5~~ 10 vacation days to sick days. An employee who has accrued at least 50 sick days may, at each employee's choice, convert 5 vacation days to sick days.

25. Article VI, Section 1 D, Extended Sick Leave.

Modify provision to read as follows:

In the event of long-term illness/injury exceeding ten (10) days in length, employees shall be permitted to select the type of accruals to utilize first (vacation, sick, personal, etc.)

Only after all regular sick leave, vacation, personal and build up time has been fully utilized, Employees shall receive extended sick leave at the rate of ten (10) days for each year of service after the first (1st) year accumulative to one hundred thirty (130) days. This extended sick leave shall be paid at the rate of one-half (1/2) day's pay and only for illnesses exceeding ten (10) days in length. ~~and only after said employee has used all his regular sick leave, vacation and/or build-up time.~~

26. Article VII, Section 3, Dental Plan.

Modify provision to read as follows:

All employees shall be entitled to the Guardian Dental Plan for themselves and their eligible dependents which will be provided by the Employer, at no cost to the employees. The plan shall have an annual per person benefit cap of one thousand seven hundred fifty dollars (\$1750.00) effective 1/1/19.

27. Compensatory Time Memorandum – Add as follows:

An employee shall be permitted to utilize compensatory accruals in increments of fifteen (15) minutes. The employee must receive pre-approval for the utilization of compensatory time.

28. Article II, Section 3 – Add/Modify as follows:

A full-time employee may have his or her work schedule changed upon ten (10) working days notice in writing, except in an emergency. This provision shall only apply to Departments that do not have established contractual work hours.

29. Article III, Section 8A - Add Subsection 9 - Parking Enforcement Stand-By Pay.

From November 1 to April 1 of each year, employees assigned to stand-by on a rotational basis shall be paid \$75.00 per week. The Supervisor shall receive a \$150.00 weekly stand-by.

30. Article III, Section 8A - Add Subsection 10 - Treatment Plant Stand-By Pay.

The Senior Operator, Operator, Assistant Operator and Operating Trainee when qualified as determined by the City shall be assigned weekly stand-by on a rotational basis and shall be paid \$150.00 per week.

31. Article III, Section 8A - Add Subsection II - Network Support Stand-By Pay.

An employee in network support shall be paid a weekly stand-by of \$250.00 per week, which shall include compensation for receiving and handling emergency phone calls at home.

32. Article III, Section 9 B, Uniforms and Safety Gear.

Add Subsection 5 as follows:

5. Building Safety and Parking

Employees in the Building Safety and Parking Units shall receive the following uniforms:

5 pants; 5 t-shirts; 5 long-sleeved shirts; 2 sweatshirts (employee option for hood, or not); 1 winter coat; rain gear; 5 shorts; and a shoe(s) allowance of \$150.00.

33. Article V, Section 2 C, Selection of Vacation Time.

Modify provision to read as follows:

Seniority shall be the basis for the selection of vacation time. Requests for vacation must be submitted no later than May 15th in each calendar year. Exchange of vacation between and among employees will be allowed provided that such exchange does not conflict with the work schedule. Vacation requests shall be either approved or denied within five (5) working days notice from receipt by the Department Head or designee.

34. Article X, Section 2 - Add/Modify:

Job Abandonment.

A. Any employee absent from work without authorization (no call/no show) for 14 consecutive calendar days shall be deemed to have resigned from his or her position if the employee has not personally contacted his or her Department Head or designee on or before the 15th calendar day following the commencement of such period of unauthorized absence.

B. Within the first seven (7) days of said absence without authorization, the appointing authority City shall send notification to the employee and the CSEA President by certified mail, return receipt requested, that the employee's absence is considered unauthorized and would be deemed to constitute their resignation.

C. Within 15 calendar days commencing from the 15th consecutive day of absence from work without authorization an employee may submit an explanation concerning his or her absence to the ~~appointing authority~~ Mayor's designee. The burden of proof shall be upon the employee to establish that it was not possible for him or her to report to work or notify the appointing authority or designee of the reason for his or her absence. The appointing authority shall issue a short response within 5 calendar days after receipt of such explanation.

D. If the employee is not satisfied with the response, CSEA, upon the employee's request, may appeal the appointing authority's response to the ~~Director of Employee Relations~~ Mayor's designee within 5 calendar days after receipt of the appointing authority's response. The ~~Director of Employee Relations~~ Mayor's designee shall issue a written response within 5 calendar days after receiving such appeal.

E. CSEA may appeal the Director of Employee Relations' determination to Triage for the sole purpose of determining whether or not the employee should have been afforded NYS CSL Section 75 rights.

35. Article X, Section 4 D, Out-of-Title Work Clause.

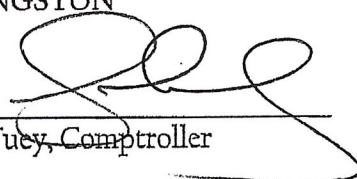
Modify provision to read as follows:

Any employee assigned temporarily to perform duties of a higher classification, in an emergency situation, shall be compensated at a higher rate of pay, for the entire shift, or all hours worked that day if the hours worked exceed the shift. The pay shall be inclusive of all lunches and breaks.

CITY OF KINGSTON

Dated: August 23, 2018

By:


John Tucey, Comptroller

CIVIL SERVICE EMPLOYEES ASSOC., INC.,
LOCAL 1000, AFSCME, AFL-CIO,
KINGSTON CITY UNIT

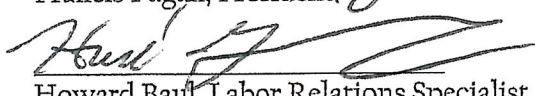
Dated: August 23, 2018

By:


Francis Fagan, President

Dated: August 23, 2018

By:


Howard Baul, Labor Relations Specialist

8/22/18

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL; EMPLOYEES

Revised October 1, 2014

The changes in salaries represent wage increases from 1/1/05 to 10/1/14 that were to be applied, but the salary table hasn't been updated since 2004 to reflect these contractual wage increases. The increases were as follows:

2005, 2006, 2007, 2008, 2009, 2010 — 3% Wage Increase Each Year. 2011 — 4% and 10/1/2014 — 1.25%.

The table will be updated again for each wage increase moving forward and also to be in compliance with minimum wage in the future.

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL; EMPLOYEES

Revised October 1, 2014

Effective 10/1/2014

TITLE	SALARY	LENGTH OF EMPLOYMENT
Playground Counselor	\$6.50 — 10.00/hr <u>\$8.18 — \$12.59</u>	10 Weeks
Life Guards	\$7.00 — 12.00/hr <u>\$8.80 — \$15.08</u>	12 Weeks
WSI Instructor	\$7.00 — 12.00/hr <u>\$8.80 — \$15.08</u>	12 Weeks
Beach/Pool Managers	\$7.50 — 12.00/hr <u>\$9.44 — \$14.90</u>	12 Weeks
Special Events Coordinator	\$9.00 — 13.00/hr <u>\$11.32 — \$16.34</u>	14 Weeks
Tennis Director	\$9.00 — 13.00/hr <u>\$11.32 — \$16.34</u>	12 Weeks
Tennis Assistant	\$6.50 — 9.00/hr <u>\$8.18 — \$11.32</u>	12 Weeks
Recreation Aide	\$6.50 — 8.00/hr	14 Weeks

	\$8.18 \$10.05	
Park Ranger	\$10.00 — 14.00/hr	26 Weeks
	\$12.59 \$17.61	
Seasonal Laborer (DPW)	\$7.00 — 12.00/hr	26 Weeks
	\$8.80 \$15.08	
Seasonal Laborer (REC)	\$6.50 — 12.00/hr	26 Weeks
	\$8.18 \$15.08	
Parking Lot Attendant	\$6.00 — 8.00/hr	12 Weeks
	\$8.00 \$10.05	

Seasonal Laborer REC only October through March max 4 seasonal workers no more than 28 hours per week, and shall not work weekends unless overtime roster for full-time employees have been exhausted.

For returning seasonal employees, hourly rate will be retained at the same rate as prior season or increased at the beginning of the respective seasons.

Effective Immediately, the Negotiated Raises as stipulated in the CSEA Contract Apply.

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL EMPLOYEES

1. Seasonal Recreation Laborers shall work October through March with a maximum of four (4) working no more than twenty-eight (28) hours per week. Except as provided in paragraph 2 below, the recreation seasonals shall not work weekends unless the overtime roster for full-time employees has been exhausted.

2. The parties agree that the City zoo shall be staffed during the winter months as follows. A full-time recreation employee shall work Saturday and Sunday on an overtime basis from 9:00 a.m. to 1:00 p.m. A seasonal employee shall be assigned 1:00 p.m. to 5:00 p.m. Saturday and Sunday without exhausting the overtime roster for full-time employees.

3. Seasonal employees shall be paid pursuant to the attached salary schedule, except the four (4) year round recreation seasonals who will be placed on the regular salary schedule. A seasonal employee who returns to City employment from one year to the next shall be moved to the next year (2,3,4,5 or 6 as the case may be) on the seasonal salary schedule. New seasonal employees, including anyone who skipped the prior season, shall be hired at the year 1 rate, in the respective calendar year of their hire. At a minimum, the contractual wage increases shall apply to this salary schedule for any years beyond 2020.

Salary Schedule CSEA Seasonal Employees per CSEA MOA

		2016	2017	2018	2019	2020
			2%	2%	2%	2%
Park Counselor	Year 1	\$9.18	\$9.36	\$10.40	\$11.10	\$11.80
	Year 2	\$10.00	\$10.20	\$11.20	\$11.42	\$12.00
	Year 3	\$10.82	\$11.04	\$11.90	\$12.14	\$12.38
	Year 4	\$11.64	\$11.87	\$12.60	\$12.85	\$13.11
	Year 5	\$12.46	\$12.71	\$13.30	\$13.57	\$13.84
	Year 6	\$13.27	\$13.54	\$14.30	\$14.59	\$14.88
Life Guards WSI Instructor	Year 1	\$9.23	\$9.41	\$12.00	\$12.24	\$12.48
	Year 2	\$10.55	\$10.76	\$12.70	\$12.95	\$13.21
	Year 3	\$11.86	\$12.10	\$13.40	\$13.67	\$13.97
	Year 4	\$13.18	\$13.44	\$14.10	\$14.38	\$14.69
	Year 5	\$14.50	\$14.79	\$14.80	\$15.10	\$15.40
	Year 6	\$15.83	\$16.15	\$15.80	\$16.12	\$16.44
Beach/Pool Managers	Year 1	\$9.91	\$10.11	\$13.00	\$16.00	\$17.00
	Year 2	\$11.04	\$11.26	\$13.80	\$16.73	\$17.06
	Year 3	\$12.42	\$12.67	\$14.60	\$17.44	\$17.79
	Year 4	\$13.32	\$13.59	\$15.40	\$18.16	\$18.52
	Year 5	\$14.46	\$14.75	\$16.20	\$18.87	\$19.25
	Year 6	\$15.65	\$15.96	\$17.00	\$19.89	\$20.29
Special Events Coordinator Tennis Director Park Directors	Year 1	\$11.87	\$12.11	\$15.70	\$16.70	\$17.50
	Year 2	\$12.93	\$13.19	\$15.90	\$16.22	\$16.54
	Year 3	\$13.99	\$14.27	\$16.60	\$16.93	\$17.27
	Year 4	\$15.04	\$15.34	\$17.30	\$17.65	\$18.00
	Year 5	\$16.10	\$16.42	\$18.00	\$18.36	\$18.73
	Year 6	\$17.15	\$17.49	\$18.70	\$19.07	\$19.45
Tennis Assistant	Year 1	\$9.18	\$9.36	\$10.50	\$11.10	\$11.80
	Year 2	\$9.72	\$9.91	\$11.20	\$11.42	\$12.00
	Year 3	\$10.26	\$10.47	\$11.90	\$12.14	\$12.38
	Year 4	\$10.80	\$11.02	\$12.60	\$12.85	\$13.11
	Year 5	\$11.33	\$11.56	\$13.30	\$13.57	\$13.84
	Year 6	\$11.87	\$12.11	\$14.30	\$14.59	\$14.88
Recreation Aide	Year 1	\$9.18	\$9.36	\$10.40	\$11.10	\$11.80
	Year 2	\$9.46	\$9.91	\$11.20	\$11.42	\$12.00
	Year 3	\$9.72	\$10.47	\$11.90	\$12.14	\$12.38
	Year 4	\$9.99	\$11.02	\$12.60	\$12.40	\$13.11
	Year 5	\$10.26	\$11.56	\$13.30	\$13.57	\$13.84
	Year 6	\$10.55	\$12.11	\$14.30	\$14.59	\$14.88

Park Ranger	Year 1	\$13.21	\$13.47	\$13.74	\$13.55	\$14.13
	Year 2	\$14.26	\$14.55	\$14.84	\$15.14	\$15.44
	Year 3	\$15.32	\$15.63	\$15.94	\$16.26	\$16.59
	Year 4	\$16.37	\$16.70	\$17.03	\$17.37	\$17.72
	Year 5	\$17.43	\$17.78	\$18.14	\$18.50	\$18.87
	Year 6	\$18.49	\$18.86	\$19.24	\$19.62	\$20.01
Seasonal Laborer (DPW)	Year 1	\$9.23	\$9.41	\$10.40	\$11.10	\$11.80
	Year 2	\$10.37	\$10.58	\$10.79	\$11.15	\$12.00
	Year 3	\$11.86	\$12.10	\$12.34	\$12.56	\$12.81
	Year 4	\$13.18	\$13.44	\$13.71	\$13.96	\$14.24
	Year 5	\$14.50	\$14.79	\$15.09	\$15.38	\$15.69
	Year 6	\$15.83	\$16.15	\$16.47	\$16.78	\$17.12
Seasonal Laborer (REC)	Year 1	\$9.18	\$9.41	\$10.40	\$11.10	\$11.80
	Year 2	\$10.51	\$10.58	\$10.79	\$11.15	\$12.00
	Year 3	\$11.83	\$12.10	\$12.34	\$12.56	\$12.81
	Year 4	\$13.16	\$13.44	\$13.71	\$13.96	\$14.24
	Year 5	\$14.49	\$14.79	\$15.09	\$15.38	\$15.69
	Year 6	\$15.81	\$16.15	\$16.47	\$16.78	\$17.12
Parking Lot Attendant	Year 1	\$9.18	\$9.36	\$10.40	\$11.10	\$11.80
	Year 2	\$9.46	\$9.65	\$10.80	\$11.50	\$12.20
	Year 3	\$9.72	\$9.91	\$11.20	\$11.90	\$12.60
	Year 4	\$9.99	\$10.19	\$11.60	\$12.30	\$13.00
	Year 5	\$10.26	\$10.47	\$12.00	\$12.50	\$13.40
	Year 6	\$10.55	\$10.76	\$12.40	\$12.90	\$13.80

TABLE OF CONTENTS

ARTICLE	PAGE
I Recognition and Dues Deductions	1
A. Collective Negotiation Unit	1
B. Employee Definitions	1
Seasonal Employees	1
Temporary Employees	2
C. New Titles	2
D. Exclusive Representative	2
E. Orientation Rights	2
Section 2 – Dues and Agency Fee Deduction	3
A. Exclusivity	3
B. Dues Deduction	3
C. Agency Shop Fees	3
D. Remittance of Deductions	3
E. Deduction Changes	3
F. Employee List	4
II Work Year – Work Week – Work Shift	4
Section 1 – Work Year	4
Section 2 – Work Week – Pay Period	4
A. Work Week	4
B. Pay Period	4
Section 3 – Work Period	4
A. Department of Public Works	4
B. Recreation Department	7
C. City Hall	8
D. Bus Drivers	8
E. Urban Cultural Park Coordinator	9
Section 4 – Work Shift Variance	9
Section 5 – Timekeeping Systems	9
III Compensation	10
Section 1 – Titles and Salaries	10
Section 2 – Compensation	10
Section 3 – Shift Differentials	10
Section 4 – Increments	10
Section 5 – Longevity	10
Section 6 – Pay Periods	10
A. Employees Payroll Period	10
B. Pay Period Scheduling	11
Section 7 – Salary Schedule Allocation	11
A. New Employees	11
B. Personnel Termination	11
C. Employees Termination	11
Section 8 – Premium Pay	11
A. Overtime Pay	11

	B. Weekend Stand-by Crews	12
	C. Rest Period	13
	D. Rotation of Overtime	14
	Section 9 – Uniforms and Protective Gear	14
	A. Rain Gear	14
	B. Uniforms and Safety Gear	15
	C. Responsibility of Rain Gear, Uniforms and Safety Gear	16
	Section 10 – Meal Allowance	16
	Section 11 – Tool Allowance	16
	Section 12 – Personal Vehicles – Meal Reimbursement	17
IV	Holidays With Pay	17
	Section 1 – Holidays With Pay	17
	Section 2 – Rules Governing Holiday Pay	18
	A. Weekend Holidays	18
	B. Eligibility	18
	C. Absence Without Leave Defined	18
V	Vacation With Pay and Scheduling	18
	Section 1 – Rules and Applications	18
	Section 2 – Vacation Schedule	19
VI	Leaves With Pay	20
	Section 1 – Sick Leave	20
	A. Sick leave Credit and Eligibility	20
	B. Sick Leave Accumulation	20
	C. Use of Sick Leave	21
	D. Extended Sick Leave	22
	Section 2 – Personal Leave	22
	Section 3 – Bereavement Leave	23
	Section 4 – Funeral Leave	23
	Section 5 – Union Business Leave	23
	Section 6 – Leave Usage	24
VII	Pensions and Insurance	24
	Section 1 – Retirement	24
	Section 2 – Hospitalization	24
	Section 3 – Dental Plan	26
	Section 4 – Optical Plan	26
	Section 5 – Disability Insurance	26
	Section 6 – Employee Assistance Program	26
VIII	Administration Rights	26
	Section 1 – Representation	26
	Section 2 – Bulletin Boards	27
	Section 3 – Grievance Procedure	27
	A. Right of Representation	27
	B. Procedure	27

IX	Labor/Management Relations	28
	Section 1 – Labor/Management Committee	28
	Section 2 – In-Service Training Program	28
	Section 3 – Tuition Reimbursement	28
	Section 4 – Lunch/Lounge Room	29
X	Rights of Employees	29
	Section 1 – Non-Discriminatory – Non-Reprisal Rights	29
	A. Right of Membership	29
	B. Right of Independent Action	29
	Section 2 – Tenure	29
	Section 3 – Seniority	29
	Section 4 – Promotions and Transfers	30
	A. Notice of Vacancies	30
	B. Transfers	30
	C. Managerial Promotion	30
	D. Out-of-Title Work Clause	30
	Section 5 – Extension of Vacation, Longevity, and Increment Rights	31
	Section 6 – Layoffs	31
	A. Competitive Classification	31
	B. Non-Competitive and Labor Classification	31
	C. Additional Bumping Rights	31
XI	City Hall Emergency Closing	32
XII	Compatibility With Law	32
	A. Past Practice	32
	B. No Strike Provision	32
	C. Mandated Provision of the Law	32
XIII	Due Process Hearing Procedure	32
XIV	Family & Medical Leave of Absence Policy	33
	Section 1 – Purpose	33
	Section 2 – Definitions	33
	Section 3 – Responsibility	33
	Section 4 – Scope	34
	Section 5 – Eligibility	34
	Section 6 – Leave of Absence: Paid or Unpaid	34
	Section 7 – Extension of Leave	34
	Section 8 – Permission & Documentation	34
	Section 9 – Notifications & Reporting Requirements	35
	Section 10 – Coverage	35
	Section 11 – Procedures	35
	Section 12 – Return to Duty	36
	Section 13 – Effect of Labor Agreement	36
	Section 14 – Change in Policy	36
XV	Alcohol & Drug Testing Procedure	36

Section 1 – FMCSA Regulations	36
Section 2 – FTA Regulations	37
Section 3 – The Drug-Free Workplace Act of 1988	37
Section 4 – Notice of Requirements	37
Section 5 – Testing Procedures	38
Section 6 – Random Testing	39
Section 7 – Reasonable Suspicion/Cause Testing	40
Section 8 – Post-Accident Testing	41
Section 9 – Consequences of Positive Test	41
Section 10 – Referral, Evaluation & Treatment	42
Section 11 – Follow-Up Testing	43
Section 12 – Previous Policies & Procedures	43
Section 13 – Savings Clause	43
 XVI Term of Agreement	 44

All past memorandums shall be compiled by the parties and become part of the contract and added as addendums to the contract.

THIS CONTRACT, made and entered into as of this 29th day of December 2015

by and between

THE CITY OF KINGSTON, NEW YORK, with its principal offices at Kingston,
New York, hereafter referred to as the "EMPLOYER,"

and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO RECOGNIZED AS THE UNION, hereafter referred to as the "UNION"
representing the Kingston City Unit 8951 of Ulster County Local #856.

ARTICLE I

RECOGNITION AND DUES DEDUCTIONS

A. Collective Negotiation Unit

By virtue of satisfactory evidence submitted by the Union, that the Union does present the majority of the employees of the Employer in the Department of Public Works, Recreation Department and City Hall/Bus Drivers, excluding managerial and confidential employees. The Employer hereby recognizes the Union as the sole and exclusive representative for all employees, of all titles within the classes and grades as indicated in Schedule "A", for the purpose of collective negotiations and the settlement of grievances. The period of unchallenged and exclusive representative status for the Union shall be the maximum period of time permitted under the Taylor Law.

B. Employee Definitions

Part-time Employee - Are those who work 50% or less of the normal work day/work week of a full-time employee in the same title or position. Part-time employees receive all leave accruals on pro-rated basis, and hired at the entry salary rate for their title or position and advances on the increment system accordingly. Part-time employee shall pay either union dues or agency fees.

Seasonal Employee

The parties agree that seasonal employees shall not be hired to replace laid off employees. Seasonal employees shall be permitted to work forty (40) hours per week, Sunday through Saturday, and shall not work overtime, unless the overtime rosters have been exhausted. Seasonal employees shall not be employed for more than six (6) months during the calendar year, nor may a task be assigned to seasonal employees for more than six (6) months in a calendar year. Seasonal employees shall receive no benefits and shall pay either union dues or agency fee. The parties agree to setting forth the salary ranges and the length of employment for certain seasonals. (See attached).

Temporary Employees

Can work up to forty (40) hours per week, no overtime, unless the overtime roster has been exhausted and can only work total of four (4) months in any one (1) year. The hiring date and ending date shall be posted with job vacancy notice. Hired at the entry level salary rate, receives no benefits and pays either union dues or agency fee. Temporary employee may be employed for more than four (4) months when said employee is filling in for a permanent employee who is out on disability or Worker's Compensation, approved unpaid leave of absence, or as otherwise agreed by City and Union.

C. New Titles

As to any new titles or positions hereafter created in the Department of Public Works, City Hall, including Passenger Bus Operators and Recreation Department and during the term of this Agreement, the Union shall be entitled to submit the names of qualified personnel for inclusion hereto but subject to the rules and regulations of the Civil Service Law and Municipal Civil Service Commission. In the creation of said new position and titles, the responsibility for setting standards of compensation and other working conditions shall revolve upon the Employer and the Union shall have the right persuasive consultation and recommendations in the matter of setting thereof.

D. Exclusive Representative

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in heretofore defined negotiations unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms of this agreement; to designate its own representatives and to appear before any appropriate official of the district to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents.

E. Orientation Rights

The Employer shall grant exclusivity to Union officers, delegates, members and/or their designated representatives time off without loss of pay or accumulated leave credits to carry on in regards to matters relating to salary terms and conditions of employment, indoctrination of new members and regarding the Union role as exclusive representative.

SECTION 2 - DUES AND AGENCY FEE DEDUCTIONS

A. Exclusivity

The Union shall have the exclusive right to payroll dues and agency shop fee deductions.

B. Dues Deductions

Upon proper written authorization of the Union member employee, the Employer shall deduct uniformly and consistently from the wage of employees regular membership dues and other membership authorized deductions in the amounts so designated.

C. Agency Shop Fees

Commencing the first (1) pay period following the beginning of their employment, all employees covered by this contract who are not members of the Union shall be required to pay to the Union an Agency Fee equivalent to the regular membership dues.

The Employer shall deduct uniformly and consistently from the wages of employees said Agency Fee in the amount so designated.

D. Remittance of Deductions

The Union will indemnify and hold the City of Kingston harmless against any and all claims, demands, suites or other forms of liability that may arise out of or by reason of action taken or not taken by the City of Kingston in reliance upon dues deduction authorization cards furnished by the employee and/or Union, and agency fee deductions.

The Employer will remit the deductions referred to in B and C above to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

The Employer agrees to remit such monies exclusively for the Union as the recognized exclusive negotiating agent for the employees in the unit.

E. Deduction Changes

If at any time during the life of this contract, the specific amounts of any deduction shall be changed, the Union shall notify the Employer in writing of said change.

F. Employee List

The Employer shall, within thirty (30) days after ratification of this contract, furnish the Union with a complete list of names, home addresses, work locations and titles of all employees in the negotiating unit covered by this Contract and will, within thirty (30) days after the end of each pay period, furnish the Union with a list of names, home addresses, work locations and position titles as newly hired, reinstated or transferred employees, as well as a list of employees who terminated employment in this unit during the preceding period.

ARTICLE II

WORK YEAR - WORK WEEK - WORK SHIFT

SECTION 1 - WORK YEAR

There shall be two hundred sixty (260) work days per year with the exception of Leap Year when the number of work days shall be two hundred and sixty-one (261).

The Employer agrees that no job positions or overtime shall be lost during the term of the contract if the Employer contracts out any work that is appropriate for bargaining unit members.

SECTION 2 - WORKWEEK - PAY PERIOD

A. Workweek

The regular workweek shall be five (5) consecutive days per week, eight (8) hours per day, Monday through Friday, for a total of forty (40) hours except as provided under Section 3 of the Article.

B. Pay Period

The work pay period shall begin at 7:00 a.m. Monday and the pay period shall end at 3:00 p.m. Friday following.

SECTION 3 - WORK PERIOD

A. Department of Public Works

For hourly and bi-weekly employees of the Department of Public Works, the work day shall begin at 7:00 a.m. and end at 3:00 p.m., and shall include one-half (1/2) hour lunch break each day, Monday through Friday, to be taken at approximately 11:30 a.m., and one (1) fifteen (15) minute break, supervised by the foreman, at approximately 9:00 a.m. and one (1) fifteen (15) minute wash up time break at 2:45 p.m., unless otherwise provided for herein.

1. Refuse Collection Variance

Employees assigned to a "Refuse packer" and "cardboard truck, recycling truck and paper truck" for the collection of refuse on any day refuse collection occurs, shall be employed on a "stint" workday. The workday for these employees shall

begin at 6 AM in conjunction with daylight savings time and will end whenever the refuse collection routes scheduled for a particular day have been completed and will constitute a complete workday. Refuse collection shall begin at 6 AM on Tuesdays all year. Not on stint work crew are the brush truck, board truck, yard waste trucks, white goods and tire collection.

The stint crew work assignments shall be posted by the Superintendent of Public Works and/or designee on November 1st through November 30th annually.

The Superintendent of Public Works and/or designee shall assign each stint work crew assignments during the month of December for the following twelve (12) months.

All eligible motor equipment operators and/or laborers are encouraged to sign up for more than one (1) stint work crew assignment. The senior most motor equipment operator(s) and/or laborers shall be given preference for stint work crew assignments to be filled by the Superintendent of Public Works and/or designee. For purposes of work crew assignments, an employee's seniority shall commence as of date of employee's full time hire date.

When an employee assigned to stint work is absent for any reason, the Superintendent of Public Works and/or designee shall assign in inverse order of seniority the least senior motor equipment operator(s) and laborer(s) during that period of the assigned employee's absence.

Motor Equipment operators and laborers assigned to "Refuse Packers" and employed in the collection of refuse shall be paid a straight daily wage. No premium overtime pay will be allowed. If these employees finish their refuse collections in less than eight (8) hours, it shall be considered a full day's work, and if it is necessary for these employees to work over eight (8) hours to finish their regular refuse collections, this additional time will be considered as part of their regular work day.

Employees assigned to sewer maintenance, employees classified as maintenance assistant(s), and extra heavy motor equipment operators, shall not be assigned to stint work crew assignments unless the Superintendent of Public Works and/or designee has exhausted the list of motor equipment operator(s) and laborer(s) with less seniority.

Temporary and seasonal employees shall not be assigned to stint work crew assignments.

The employer shall provide no less than four (4) garbage trucks and three (3) recycling trucks on a stint crew workday.

There shall be no stint crew work on Friday. However, all employees assigned to stint work crew assignment Monday through Thursday shall report to work on Friday in accordance with the provisions of the contract and Civil Service Law and regulations.

Drivers will be notified, where reasonably possible, of special pickup on their route prior to leaving the garage in the morning. Upon completion of an assigned route, employees shall be required to clean their assigned truck.

Employees shall not be permitted to leave work until the assigned route is inspected and the employees are released by their supervisors.

The start time for stint work assignments shall be 6:00 a.m. in conjunction with Daylight Savings Time.

From June 1 through August 31 the workday for all Department of Public Works employees, excluding clerical employees and employees assigned to the sewage treatment plant, shall be from 6 AM to 2 PM. No shift differential shall be given for this.

Any equipment breakdown that forces an employee on stint work to work after 3:00 p.m. will require overtime payment for time worked after 3:00 p.m.

Upon the signing of this Agreement, stint work in the Department of Public Works shall be eliminated. The City, at its option, may reinstate stint work.

2. Variable Work Hours

In the Department of Public Works there will be variable work hours in the following operations as stated below.

a. Street cleaning and paint crew - During the months street cleaning is in operation, 8 consecutively scheduled hours between 4:00 a.m. and 1 p.m. will be in effect for street cleaners and paint crew. Operators of sweepers and paint crew will receive twelve (12%) percent shift differential for the hours of 4:00 a.m. to 7:00 a.m. Effective May 1, 1994, the shift differential for the hours of 4:00 a.m. to 7:00 a.m. shall be \$1.20 per hour. If the operators of the paint crew are required to work after 1 p.m., he will receive overtime pay for the time worked. Their breaks are as follows:

One fifteen (15) minute break in A.M.
Half hour lunch break - 8:30 to 9:00 A.M.
Wash up at 11:45 A.M.

b. Sewer Crews - Variable work hours will be in effect for prolonged jobs only. A week's notification must be given to the employee requested to work such a variable shift. Personnel problems shall be consideration when assigning personnel to a variable work week. A shift differential of eight (8%) percent between the hours of 4:00 P.M. and 12:00 A.M. (Midnight) and twelve (12%) percent between the hours of 12:00 A.M. and 7:00 A.M. shall be in effect for employees required to work those hours. Effective May 1, 1994, a shift differential of .90 cents per hour between the hours of 4:00 P.M. and 12:00 A.M. (Midnight) and \$1.20 per hour between the hours of 12:00 A.M. and 7:00 A.M. shall be in effect for employees required to work those hours.

c. Processing Plant - Variable work hours are in effect at this time and have been put in effect through a mutual meet and confer of effected employees, union representative and the employer. The employer and employees agree to continue the current process and where necessary agree to further changes

that may become necessary for processing consistent with Department of Environmental Conservation or mandates.

d. Blacktop Crew - During blacktop season, The Superintendent of public works and/or designee shall provide thirty (30) days notice of when blacktopping shall begin. During this period, one (1) street cleaning crew shall work on a flex work schedule, with scheduling of the assignment contingent on seniority.

e. Summer Hours - Clerical - During July 1st to August 31st, the workday for all clerical employees in the Department of Public Works shall be six (6) hours per day, on a rotational basis between the hours of 7 AM and 4 PM.

f. The transfer station shall be open Saturdays at the discretion of the City and shall be staffed on a rotational overtime basis with qualified and certified personnel.

B. Recreation Department

For hourly and bi-weekly employees of the Recreation Department, the work day shall begin at 7:00 A.M. and end at 3:00 P.M., and shall include one-half (1/2) hour lunch break to be taken at the job site at approximately 11:30 A.M., and one (1) fifteen (15) minute break, supervised by the Foreman, at approximately 9:00 A.M. and one (1) fifteen (15) minute wash up break at 2:45 P.M.

In the Recreation Department, the Superintendent of Recreation shall have the authority to vary the workday hours only to conform with the activity schedules during the period Monday-Friday. Shift differential shall be paid where appropriate.

The Superintendent of Recreation shall have the authority to vary the work day hours and the workweek of part time employees during the period June through September and such part time employees may work up to forty (40) - hours per week only.

The Superintendent of Recreation may vary the workweek of the Recreation Leaders to cover the twelve (12) week Biddy Youth Basketball Program. In order to vary the work schedule as provided, the Superintendent shall seek volunteers. If employees do not volunteer to cover the program, the Superintendent may assign employees or use part-time or seasonal employees. If the Superintendent cannot get volunteers, part- time nor seasonal employees, to cover the program, then those employees assigned shall receive time and a half rate of pay. The work schedule shall provide for five (5) consecutive workdays. Weekend work, which is included as part of the normal work for the Recreation Leaders during the twelve (12) week Biddy Youth Basketball program, shall be paid at straight time.

1. Summer Hours

During July 1st to August 31st, the workday for all clerical employees in the Recreation Department shall be, 9 AM to 4PM.

C. City Hall

1. Regular Hours

For hourly and bi-weekly employees of City Hall, including the Engineering Department and Department of Public Works Administrative Office, the work day shall begin t 8:30 A.M. and end at 4:30 P.M., and shall include a one (1) hour lunch break which shall be taken between the hours of 11:00 A.M. and 2:00 P.M. assigned at the discretion of the Department Head.

2. Summer Hours

During July 1st to August 31st, the workday shall be six (6) hours per day, 9 a.m. to 4 p.m., thirty (30) hours per week, exclusive of a lunch break as heretofore practiced.

3. Variance to City Hall Hours

The work day and work week for employees assigned to duties of Maintenance, Janitorial, Dog Warden and Meter Personnel shall be assigned, as heretofore practiced and established at the discretion of the Department Head.

4. Dock Master Work Period

Dock Master shall be covered by the hour section of the contract but will have flex hours which shall be scheduled by the City Clerk and/or designee, which shall be subject to review by the Union President.

D. Bus Drivers

1a. Hours for Bus Drivers will be as follows:

The a.m. shift shall be seven (7) consecutive hours between 6:00 a.m. and 4:30 p.m.

The p.m. shift shall be seven (7) consecutive hours between 12:45 p.m. and 7:45 p.m.

Employees will bid shift assignments, by seniority in November to be effective the following January each year. The City may assign drivers within each shift.

The paratransit operation will be between 6:00 a.m. and 7:45 p.m.

The Saturday paratransit schedule will be based upon the needs of operation.

Part-time bus drivers shall be drivers who regularly work forty (40) hours per month in order to be eligible for benefits.

1b. Break for Bus Driver - There shall be a break for bus drivers on Saturday of one hour consistent with scheduled changes agreed to by management and the drivers.

2. For bus drivers there will be a three (3) hour minimum time for employees called out for emergency work paid at applicable overtime rates.

3. During snow emergency bus service will be determined at the discretion of the Department Head.

4. All other terms and conditions not covered in this section of the contract shall remain in full force and effect in accordance with the contract.

5. Procedures for emergency communication shall be agreed by the City and Union and be posted in all City buses and bus garage.

E. Urban Cultural Park Coordinator

The Urban Cultural Park Coordinator may work a flexible work schedule to require weekend work and flexible daily work hours. The work hours may be flexed so that the Urban Cultural Park Coordinator will not work in excess of 35 hours per week.

F. Summer Hours Building Safety

The workday for all clerical employees in the Building Safety Department shall be from 9 AM to 4 PM.

G. Summer Hours Police

The workday for all clerical employees in the Police Department shall be from 9 AM to 4 PM.

SECTION 4 - WORK SHIFT VARIANCE

The regular daily work shift and hours of employment shall not be altered except to meet emergency conditions. The normal work shifts shall be reinstated immediately upon the termination of the emergency.

SECTION 5 - TIMEKEEPING SYSTEMS

All employees will use a time clock (manual or electric) to record their time worked. The City has the right to implement an electronic timekeeping system to be used by all employees. The timekeeping system would require biometric and/or badge swipes to record attendance.

ARTICLE III
COMPENSATION

SECTION 1 - TITLES AND SALARIES

A. There is attached hereto and made part hereof as Schedule "A" the schedule of annual and per diem salaries which shall be paid for the type, class and grade of employment of the various categories of the employees.

SECTION 2 - COMPENSATION

A. The salaries for bargaining unit employees covered by this agreement shall be modified as follows:

Effective October 1, 2014	One and one quarter percent (1.25%) Wage increase
Effective January 1, 2015	One and one half percent (1.50%) Wage Increase
Effective July 1, 2015	One percent (1%) Wage Increase
Effective January 1, 2016	Two and one half percent (2.50%) Wage Increase

SECTION 3 - SHIFT DIFFERENTIALS

Shift differential shall be \$.90 per hour. Bus drivers shall not be entitled to shift differential. Effective January 1, 2008, the shift differential shall be twelve percent (12%).

SECTION 4 - INCREMENTS

Any employee to be entitled to an increment must have been in said employ for a continuous period of one (1) year and must appear on each and every payroll for at least six (6) days in each payroll period or be legally absent if he does not (such as the case of legitimately ill employee who has used up all his sick leave.)

SECTION 5 - LONGEVITY

Effective January 1, 2015

In the beginning of the 6th, 7th, 8th, 9th, 10th year: \$900 per year

In the beginning of the 11th, 12th, 13th, 14th, 15th year: \$1100 per year

In the beginning of the 16th, 17th, 18th, 19th, 20th year: \$1350 per year

In the beginning of the 21st, 22nd, 23rd, 24th, 25th year: \$1550 per year

In the beginning of the 26th, 27th, 28th, 29th, 30th year: \$1700 per year

31 years and over - \$2100 per year

SECTION 6 - PAY PERIODS

A. Employees Payroll Period

The payroll period for employees of the various departments under the jurisdiction of the Department of Public Works Recreation Department and City Hall shall be bi-weekly, and pay warrants issued to said salaried employees shall be distributed to them on the last Friday of said payroll period. If the last Friday falls on a holiday, then distribution of pay warrants shall be made on the

preceding work day. Distribution of pay warrants shall be made at 11:45 a.m. of the last Friday of the payroll period, or as soon after that time as possible.

B. Pay Period Scheduling

Notwithstanding the ending of the payroll periods of the employees, all employee payday shall coincide and be one and the same.

SECTION 7 - SALARY SCHEDULE ALLOCATION

A. New Employees

All employees hired shall be paid the minimum of the salary schedule applicable as classified.

B. Personnel Termination

Employees covered under this contract who terminate their employment of their own volition and subsequently rehired by the Employer, shall have the same rate of pay as any new employee.

Employees covered under this contract who terminate their employment of their own volition shall be paid their accumulated time, subject to the provisions of this agreement.

C. Employees Termination

Employees covered under this contract who are laid off through no fault of their own by the Employer, and are subsequently rehired for the same position previously held within one (1) year from the date of said layoff, shall receive the current salary for the position which was held when their services were terminated.

SECTION 8 - PREMIUM PAY

A. Overtime Pay

1. Bus Drivers and Waste Water Treatment Plant Employees

Bus drivers and Waste Water Treatment employees may accumulate in any year of the contract, no more than eight (80) hours compensatory time (120 hours of straight time). Any compensatory time in excess of 120 hours shall be paid in cash at time and one-half. The compensatory time earned within the calendar year, if not taken off in the calendar year, will be paid in cash at the end of the year. If the employee accumulates the maximum compensatory time, and thereafter uses compensatory time, the employee may not accumulate additional compensatory time up to the maximum. The current procedure for scheduling compensatory time off shall continue.

2. Employees Assigned to "Refuse Packers"

a. Motor Equipment operators and laborers assigned to "Refuse Packers" shall receive time and one-half (1-1/2) for all work on Saturday and/or Sunday except if the employee is absent without leave in a work week in which case time and one-half will be paid for all time worked over forty (40) hours.

3. All Employees

Employees will receive time and one-half (1-1/2) for hours worked, or any part thereof, in excess of the work day, and for all hours worked on Saturday and/or Sunday except if the employee is absent without leave in a work week in which case time and one-half (1-1/2) will be paid for all time worked over forty (40) hours.

4. Creditable Time

No employee will lose overtime except for illegal absenteeism. All paid leave including an unworked holiday shall be considered time worked for overtime purposes.

5. Holiday Work Credit

Any employee called out on a stated holiday shall be paid at the rate of time and one-half (1-1/2) in addition to holiday pay.

6. Work Schedule Change

An employee's regular starting or quitting time will not be changed on a day assigned extra work hours in order to avoid overtime. A change of shift or work week within a pay period may not be used to deprive an employee of overtime he would otherwise have earned in such pay period.

7. Call-In Pay

For Department of Public Works and Recreation Department there shall be a three (3) hour minimum time for employees called out for emergency overtime work paid at applicable overtime rates. However, the three (3) hour minimum shall not apply to call-in work which is connected to the beginning of the employee's scheduled work shift. For call-in work connected to the beginning of the shift, the employee shall be paid overtime for the actual hours worked.

8. Bus Mechanic Stand-by Pay

Bus Mechanics shall be entitled to stand-by pay of \$60 for being on call Thursday through Sunday, during the months January through December. The Supervisor of the bus mechanics shall be contacted to determine if it is necessary to call in to work a bus mechanic.

B. Weekend Stand-by Crews

1. For Department of Public Works there shall be established a rotating seniority list for weekend stand-by crew. For the period December 1, through March 31, the crew shall consist of one (1) driver, one (1) laborer, one (1) supervisor and (1) foreman. Employees assigned weekend stand-by shall receive a stand-by stipend of Sixty (\$60) dollars, except that the foreman shall receive a stand-by stipend of One Hundred (\$100) dollars and shall be on stand-by on a weekly basis of Friday 3 pm to the following Friday 3 pm. Effective 1/1/09 the foreman's stand-by will be One Hundred Twenty-five Dollars (\$125) and effective 1/1/11 the foreman's stand-by will be One Hundred Fifty Dollars (\$150). From April 1, through November 30, there shall

be one employee assigned to stand-by on a rotating seniority basis. Should no one accept the assignment to weekend stand-by, the first person on the list or the employee following the last employee on stand-by shall be assigned.

In the Department of Recreation there shall be established a rotating seniority list for weekend stand-by crew. For the period December 1, through March 31, the crew shall consist of one (1) driver, one (1) laborer and one (1) supervisor. Each shall receive a stand-by stipend of sixty (\$60.00) dollars. From April 1, through November 30th, there shall be one (1) employee assigned to stand-by on a rotating seniority basis. Should no one accept the assignment to weekend stand-by, the first person on the list or the employee following the last employee on stand-by shall be assigned.

In the Department of Recreation there shall be established a rotating seniority list for weekend stand-by crew. For the period December 1, through March 31, the crew shall consist of one (1) driver, one (1) laborer and one (1) supervisor. Employees assigned weekend stand-by shall receive a stand-by stipend of Sixty (\$60.00) dollars, except that the supervisor shall receive a stand-by stipend of one hundred (\$100.00) dollars. From April 1, through November 30th, there shall be one (1) employee assigned to stand-by on a rotating seniority basis. Should no one accept the assignment to weekend stand-by, the first person on the list or the employee following the last employee on stand-by shall be assigned.

In the Department of Recreation, one employee shall be assigned weekend stand-by crew each weekend on rotating seniority basis.

2. Supervisors on weekend stand-by duty shall receive the same stipend as weekend stand-by crews for tour of weekend stand-by as stated in the preceding paragraph. Additionally, stand-by duty on other than a weekend basis shall be established by seniority whereby the supervisor shall first seek employees on a voluntary basis. If no employee volunteers, then assignment shall be made on the basis of seniority.

3. Motor Equipment Operators on weekend emergency stand-by duty shall be called for emergency duty before the labor/Miniature is called unless the supervisor on duty determines that the Motor Equipment Operator is not needed to do the work.

C. Rest Period

An employee who worked sixteen (16) hours in a twenty-four (24) hour period shall be entitled to a eight (8) hour rest period after the sixteenth hour before he returns to work. Should said eight (8) hour rest period as aforesaid extend into employee's regular workday, he shall be paid his normal daily rate of pay for whatever portion of said eight (8) hour rest period extends into his normal workday.

In the event there is uncompleted work beyond the 16 hours in any 24 hour period any employee may volunteer to work beyond said 16 hour limit, with the approval of the appropriate department head. All work performed beyond the 16 hours rule shall be paid at twice the daily hourly rate. At the end of the extended work period, the employee shall be entitled to the Rest Period Clause, as hereinbefore specified.

D. Rotation of Overtime

1. Department of Public Works

The Department Head shall maintain a seniority list which shall be used for the intent and purpose of this Article. In the event of overtime, such overtime shall be administered in an equal manner on a rotating basis within the various job classifications or positions and the seniority list so established in the Department shall be used for this purpose. Due to the specialized nature of the work and because of the familiarity with the job of the employees regularly assigned the sewer operation and the traffic control operation shall be extended from this provision.

2. Recreation Department

The Department head shall maintain a seniority list which shall be used for the intent and purpose of this Article. In the event of overtime, such overtime shall be administered in an equal manner on a rotating basis within the various job classifications or positions and the seniority list so established in the Department shall be used for this purpose.

If due to the specialized nature of work and because of the familiarity of the job of the employee regularly assigned, said employee shall be excluded from this provision.

3. City Hall

Due to the specialized nature of the work and because of the familiarity with the job of the employees regularly assigned in the various City Hall offices, said employees shall be excluded from this provision. However, the various Department Heads in the City Hall shall attempt to equalize the overtime, where applicable, on an annual basis.

4. Bus Drivers

The Department head shall maintain a seniority list for all full time bus drivers which shall be used for the intent and purpose of this Article. In the event of overtime, such overtime shall be administered in an equal manner on a rotating basis within the various job classifications or positions and the seniority list so established in the Department shall be used for this purpose.

The Department shall post such scheduling of all regular overtime and special charter overtime at both city hall and the bus garage.

5. Mistakes for call in

If an error or mistake is made on a call-out, the employee who was skipped shall be given the next available call-out and will receive no less than the number of hours missed.

SECTION 9 - UNIFORMS AND PROTECTIVE GEAR

A. Rain Gear

1. The Employer shall provide one set of rain gear per employee for all employees in the Department of Public Works and the Recreation Department.

2. For the employees of the City Hall, namely parking meter personnel, meter man, dog warden, housing code inspector engineering aide, plumbing

inspector and maintenance personnel, the Employer shall provide set of rain gear for each.

3. The employer shall replace all worn rain gear if such gear is turned in for replacement.

B. Uniforms and Safety Gear

1. For the Department of Public Works

The Employer shall provide, at no cost to the employees, for all employees, seven (7) sets of uniforms per week, as well as protective gear. Additionally, all mechanics, servicemen, welders shall receive two (2) additional 100% cotton overalls.

Uniforms - Per year of contract all affected employees have:

7 pairs of pants - choice of all cotton or polyester

7 long sleeve shirts - employee's choice of 100% Cotton or 50/50 blend

2 sweat shirts - Employee's choice of Hooded or Non-Hooded - employee's choice of 100% Cotton or 50/50 blend

7 short sleeve shirts - (Employees can opt for five (5) T-shirts instead of seven (7) short sleeve shirts. Employee's choice of 100% Cotton or 50/50 blend

Designated Employees:

All foreman - (5) 3 button down golf type short sleeve shirts. - employee's choice of 100% Cotton or 50/50 blend.

All mechanics shirts and sweatshirts will be dark in color.

If employment is terminated through removal or retirement, all uniforms issued, to said employee must be turned into the main office of department before last paycheck issued. It is understood that t-shirts do not have to be returned.

Temporary or seasonal employees will only receive 5 long or short sleeve shirts and 1 sweat shirt.

2. For the Recreation Department

The Employer will provide, at no cost to the employees, five (5) sets of uniforms per week, as well as protective gear for all maintenance personnel.

Designated Recreation Department Employees

(Rec. Leaders and Youth Advocates)

1 pair of short pants - 1 pair of coach's pants

2 pairs of sweat pants - 2 coach's shirts

2 sweat shirt - 3 T-shirts

Maximum of \$100 a pair of sneakers per year

3. Work Boots - All Maintenance Employees

Effective 1/1/11 the boot/shoe allowance shall be increased to \$150

The back-up dispatcher shall receive the boot/shoe allowance every other year.

Employees hired for temporary and/or seasonal employment who work less than six months per year will be responsible for providing footwear at their own expense.

4. For City Hall

The Employer will provide, at no cost to the employees for the parking meter personnel, meter man, dog warden, passenger bus operator and maintenance personnel, five (5) sets of uniforms per week. Additionally, bus drivers shall be provided two (2) sweatshirts, hooded or non-hooded at the employee's choice.

C. Responsibility of Rain Gear, Uniforms and Safety Gear

The items listed in the above Section 9-A and B will be issued under the following conditions:

1. Employees will have to sign for the items received
2. Employees will be responsible for the items which they receive.
3. Employees will be required to wear the uniforms and use the protective gear, unless the supply is exhausted or be subject to the following penalties:
 - a. The first time an employee does not have or use his protective gear or his uniform he will receive a verbal or written warning but will be allowed to work his regular shift.
 - b. The second time an employee does not use his protective gear or wear his uniform he will be sent home and lose a day's pay. The penalties listed above for employees not wearing or using protective gear may be imposed automatically without resort to Section 75 or the disciplinary procedure. It is expressly understood that nothing contained herein is meant to limit the employer from imposing discipline under Section 75 and any instance should the employer so choose.
 - c. Employees will not be allowed to wear their uniforms or protective gear outside of work except for travel time to and from work.

SECTION 10 - MEAL ALLOWANCES

An employee who works eight (8) hours of overtime on a holiday, or twelve (12) hours in a work day, Monday through Friday, shall receive a twelve dollar (\$12.00) meal allowance.

SECTION 11 - TOOL ALLOWANCE

Any employee holding the title of mechanic or garage foreman shall receive a tool allowance of two hundred (\$200.00) dollars per annum payable the first pay period in January in a separate check. The City agrees that if it requires mechanics to purchase special tools, the City shall purchase these special tools, which will remain the property of the City. Effective 1/1/09 the tool allowance

shall be increased to \$225.00 (two hundred twenty-five dollars). Effective 1/1/11 the tool allowance shall be increased to \$250.00 (two hundred fifty dollars). The tool allowance may, at each employee's choice, be obtained by a voucher system.

SECTION 12 - PERSONAL VEHICLES - MEAL REIMBURSEMENT

The City agrees to reimburse City employees who are required to drive their own vehicles on City business at the IRS reimbursement rate. The City agrees, where authorized by the Department Head and receipts are provided, the reimbursable meal allowance for employees traveling on approved City business more than thirty (30) miles from City Hall shall be as follows:

Breakfast	\$3.50
Lunch	\$5.00
Dinner	\$6.00

This provision shall not apply to seasonal employees.

ARTICLE IV

HOLIDAYS WITH PAY

SECTION 1 - HOLIDAYS WITH PAY

The following shall be paid holidays for all employees:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day*****
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving*
Independence Day	Christmas Eve
Labor Day	Christmas Day

*This day shall apply to City Hall employees only, i.e. excluding Bus Drivers, Recreation Dept. employees and Board of Public Works employees.

Employees outside of City Hall will receive the Day after Thanksgiving as a floating holiday.

*****Effective November 2014 and forward, Election Day shall be a holiday only for employees outside of DPW.

Effective November 2014 and forward, Election Day shall be a floating holiday for employees in DPW.

SECTION 2 - RULES GOVERNING HOLIDAY PAY

A. Weekend Holidays

1. When Christmas and/or New Year's fall on Saturday, the holiday shall be observed on Friday.
2. When Christmas and/or New Year's fall on Sunday, the holiday shall be observed on Monday.
3. When Christmas falls on a Saturday, Sunday or Monday, the Christmas Eve day holidays shall be observed on the last week day before Christmas.

B. Eligibility

1. All employees shall be paid for the above-named holidays unless the employee is absent without leave the day before or the day after the holiday falls. The employee must be a steady and regular employee, working continuously being on each and every payroll for not less than six (6) days out of each payroll period or legally absent.
2. If any of the above holidays fall within the employee's vacation, said employee will be allowed the extra day or half day, with pay.

C. Absence Without Leave Defined

For all purposes any employee shall be considered absent without leave unless on sick, personal or funeral leave, on vacation, on the holiday, on build up time, out under compensation, or on any other legally declared day off by the Employer.

ARTICLE V

VACATION WITH PAY AND SCHEDULING

SECTION 1 - RULES AND APPLICATION

- A. The following vacation schedules shall be applicable for all employees covered under this contract without regard to grade or rank and all such vacation time shall be taken in each calendar year (Jan. 1 - Dec. 31) during the term of this contract except that vacation may be rescheduled in the following year in the event management finds scheduling impracticable, an emergency or illness.
- B. Overtime shall not be counted in figuring earned vacation.
- C. All holidays that the employee is eligible for shall be considered working days for earned vacation.
- D. Any employee entitled to earned vacation with pay as outlined below who is laid off due to lack of work, shall be entitled to the amount of vacation based on the number of years of service of the employees.
- E. If an employee's vacation period includes any holiday that the employee is eligible for, then said employee shall be allowed the extra day with pay and said extra day shall be taken at the discretion of the Department Head.

F. Earned vacation with pay for the employees of the Department of Public Works shall be taken at the discretion of the Superintendent, the Engineering Department employees at the discretion of the City Engineer, the Recreation Department employees at the discretion of the Superintendent, and City Hall employees at the discretion of the individual Department Heads.

G. All earned vacation time shall be paid an employee, his estate, or his beneficiary upon termination of employment or death, as the case may be.

H. Upon request of the employee, the Employer shall issue, by separate check, on the payday preceding vacation utilization, vacation pay. The employee must give, for payroll purposes adequate prior notice to his Department Head.

SECTION 2 - VACATION SCHEDULE

A. New hires shall not receive vacation in the first (1st) year of employment. Said employee shall receive ten (10) days vacation on January 1st of the year following the employee's hiring date.

B. Vacation Schedules For All Employees After the First Calendar Year

All employees in their second calendar year of employment shall be entitled to the following vacation:

1. One (1) year up to and including four (4) years of continuous service, ten (10) working days vacation.
2. Five (5) years up to and including eight (8) years of continuous service, fifteen (15) days vacation.
3. Nine (9) years up to and including fourteen (14) years of continuous service, twenty (20) working days vacation.
4. Fifteen (15) years or more of continuous service, twenty-five (25) working days vacation.

C. Selection of Vacation Time

Seniority shall be the basis for the selection of vacation time. Requests for vacation must be submitted no later than May 15th in each calendar year. Exchange of vacation between and among employees will be allowed provided that such exchange does not conflict with the work schedule.

In the event the Department Head finds scheduling is impracticable, unused vacation can be put over to the following year.

Each employee will be allowed to carry over up to ten (10) days vacation to the next year. The carried over vacation must be used in the year following that in which it was earned.

ARTICLE VI

LEAVES WITH PAY

SECTION 1 - SICK LEAVE

A. Sick Leave Credit and Eligibility

1. All employees will receive one (1) day sick leave credit for each month worked, that said employees appear on each and every payroll in the preceding month and has worked at least six (6) days in each payroll period or has been legally absent for time missed in excess of four (4) days during any given payroll period.
2. All employees with earned sick leave to their credit will be paid for absence due to injury, disability or incapacity not contracted in the performance of duty provided said employee submits evidence of his injury or illness in the form of a written report from the attending physician giving diagnosis, pertinent facts describing the disability, injury or illness, certifying that the employee's condition prevents performance of duties and stating the probable duration of disability.
3. In computing sick leave credit, holidays, vacation and legal absences, shall be counted as continuous employment.
4. If an employee of any of the departments covered under this contract is promoted or transferred to another department under this contract, and the employee has earned accumulated sick leave with pay to his credit, this earned sick leave with pay shall stand to his credit in the department he/she transferred from, for one (1) year from date of transfer or transferred to the department in which the employee transferred to. 5. Sick leave will be granted for employees under authority of the same Department Heads as provided in Article V. Section 1. G (Vacation).

B. Sick Leave Accumulation

1. This sick leave credit shall be accumulated after each month of regular and continuous employment at the rate of twelve (12) days per year accumulative to a maximum of one hundred fifty-five (155) days provided that none of the previously earned accumulated sick leave with pay has been used during the years it was being accumulated. Those employees who, as of May 1, 1994 have accumulated more than 150 days shall be permitted to accumulate up to a maximum of one hundred ninety (190) days. If any of those employees fall below 155 days, those employees may accumulate only up to a maximum of 155 days. Employees hired after January 1st, 1998 may accrue up to a maximum of 145 days.

However, effective October 1, 2014, all employees shall be permitted to accumulate up to 200 days, but any additional accumulation above the number of days listed above, pursuant to each employee's date of hire, shall only be used for the employee's illness and/or injury and shall not be calculated toward any payout upon separation from employment.

2. Any employee who has been regularly and continuously employed and has accumulated the maximum days earned sick leave with pay, this sick leave will stand at the maximum days until such time as said employee finds it necessary to use whole or part of this accumulated sick leave. If some of the maximum days are used, the employee will begin again to accumulate sick leave at the rate of one (1) day per month until such time as he has again accumulated the maximum accumulative day.

3. An employee who has accrued at least 100 sick days may, at each employee's choice, convert 5 vacation days to sick days.

C. Use of Sick Leave

1. Employees will be granted three (3) days sick leave without a doctor's certificate provided an employee has a minimum seven (7) days sick leave to his credit, and provided that said employee calls in before the regularly scheduled starting time on the day he is to be absent, or in the case of an extreme emergency, as soon as possible on the day he/she is to be absent. The employee must call-in and notify the appropriate department prior to the start of his/her shift. However, in the event a pattern of abuse is evident a doctor's certificate may be required at any time.

Employees with seven (7) days or less of sick leave accruals, must submit a doctor's certificate for each day of absence. New employees who have not yet worked long enough to have built up seven (7) days sick leave will be allowed a maximum of two (2) three (3) days illnesses without a doctor's certificate in a ten (10) month period. This amounts to six (6) days in any combination. The Employer will not deduct these days from the new employees' sick leave credits. In effect, the new employee would be borrowing sick leave credits from that which he will be eligible for in the months subsequent to this tenth (10th) month of employment. For whatever amount of sick time the new employee actually used, said employee will be charged sick leave earned for that number of months worked, after this tenth (10th) month. This specifically covers illness without a doctor's certificate only. An employee who is ill and furnished a doctor's certificate is limited only by the amount of sick leave which he has to his credit.

2. The City of Kingston, at its discretion and cost, may require an employee who was absent on extended sick leave, or who is returning to work from disability or Workers' Compensation Leave to be examined by a physician designated by the City before the employee is permitted to return from sick leave. The employee must provide the City with two weeks' notice prior to returning to work so that the necessary medical examination may be scheduled. If the medical examination cannot be scheduled within the two week period, the employee shall be restored to the payroll at the end of the two week period.

3. An employee covered under this contract who is injured in the performance of his duties and is not absent the number of days required for receiving compensation payments, earned sick leave with pay which

he has accumulated, shall NOT be paid to said employee unless special dispensation shall be granted the Employer to do so by the State Compensation Board. If such a special dispensation is allowed and payment is made from the employee's accumulated sick leave, should that employee's case be re-opened at any time by himself or the Compensation Board and said employee receives compensation payments covering the period previously paid by the Employer from his sick leave said employee shall reimburse the Employer for the amount which he was paid according to the payroll records of the Employer upon which reimbursement the employee will be recredited for sick leave used.

4. If an employee has earned sick leave with pay and he is then laid off due to the lack of work or seasonal employment, this earned sick leave shall stand to this credit, if he is re-hired within one (1) year from the date of his being laid off, otherwise it is automatically canceled.

5. Sick leave accumulated by the employee shall be paid to that employee upon his separation from service with the Employer. The employee must give the Employer thirty (30) days notice of separation. For budgeting purpose, a one (1) year notice requirement is necessary in the case of retirement, or the retired employee may have to wait up to one (1) year from the date of notification to be paid for accumulated sick leave if not giving one (1) year of notice. This clause shall not apply to employees dismissed for cause. For employees hired after May 1, 1994, shall be eligible for unused sick leave only upon retirement. However, any employee, regardless of hire date, subjected to layoff, shall be paid for all accumulated sick leave, pursuant to Article 6, Section 1B(1), at the time of the layoff.

6. If an employee dies, all of the employee's accumulated sick leave will be paid to the employee's beneficiary.

D. Extended Sick Leave

Employees shall receive extended sick leave at the rate of ten (10) days for each year of service after the first (1st) year accumulative to one hundred thirty (130) days. This extended sick leave shall be paid at the rate of one-half (1/2) day's pay and only or illnesses exceeding ten (10) days in length and only after said employee has used all his regular sick leave, vacation and/or build-up time.

SECTION 2 - PERSONAL LEAVE

1. Employees will be granted three (3) personal leave days per year. Employees must request personal leave forty-eight (48) hours in advance, except in cases of extreme emergency. All new hires shall receive personal leave on a pro-rata basis during their first year of employment.

- a. For the Department of Public Works employees, if, in an extreme case, a request for an additional personal leave is denied, and the employee requesting it feels the denial is unjust, the employee has the guaranteed right to communicate directly with, or appear personally before the Board of Public Works as an individual or through the Union so as to explain his need for personal leave. If the Board of Public Works should decide in his favor, said employee will be reimbursed.
- b. For Recreation Department employees, if, in an extreme case, a request for additional personal leave is denied, and the employee requesting it feels that denial is unjust, the employee has the guaranteed right to communicate directly with, or appear personally before the Recreation Commission as an individual or through the Union so as to explain his need for personal leave. If the Recreation Commission should decide in his favor, said employee will be reimbursed.
- c. For City Hall employees, if, in an extreme case, a request for additional personal leave is denied, and the employee requesting it feels the denial is unjust, the employee has the guaranteed right to communicate directly with, or appear personally before the Mayor or his designated representative(s) as an individual or through the Union so as to explain his need for personal leave. If the Mayor or his designated representative(s) should decide in his favor, said employee will be reimbursed.
- d. If an employee takes a day off and has no leave credits on the books the employee will be subject to disciplinary action under Section 75 of the Civil Service rules and regulations.

SECTION 3 - BEREAVEMENT LEAVE

All employees shall be granted three (3) days with pay when there is death in the immediate family: father, mother, brother, sister, husband, wife, children, in-laws, grandparents and grandchildren, foster children, foster parents, stepchildren and stepparents. . **NOTE:** For the death of a parent, spouse, child, and step child, employees shall be granted an additional two (2) days of bereavement leave for a total of five (5) days.

SECTION 4 - FUNERAL LEAVE

1. Time off for funerals of a person other than an immediate family, as defined in bereavement leave shall be granted at the discretion of the Department Head.

SECTION 5 - UNION BUSINESS LEAVE

The Employer shall grant an aggregate total of ten (10) working days per year unit-wide for use to the designated Union representative(s) to attend

statewide Union conventions and Union conference activates. The Union shall notify the Employer of employees so designated.

In addition, up to ten (10) employees will be granted release time to attend a quarterly shop steward meeting, with advanced notice to the City.

SECTION 6 - LEAVE USAGE

For City Hall employees only: Convert all accruals to hours and all accruals can be taken in hours except vacation, which may be taken in half days. For all other employees, sick days, personal, comp days shall be taken in half days - vacation days shall be taken in whole days.

ARTICLE VII

PENSIONS AND INSURANCE

SECTION 1 - RETIREMENT

All employees shall be covered by the improved 1/50th Retirement Plan and Death Benefit of the New York State Employees' Retirement System under Section 75i.

SECTION 2 - HOSPITALIZATION

A. All employees shall be entitled to the Empire Hospitalization Plan and/or the HMO option for himself and his eligible dependents, which will be provided by the Employer.

B. All employees shall contribute no more than ten percent (10%) and in no event more, than five hundred dollars (\$500 cap) toward the cost of their medical coverage, based on actual, not projected cost. Any employee who has contributed more than \$500.00 in 2003 shall receive a refund for the amount over \$500.00. Payments will be \$500.00 divided by 26 paychecks equally for all contributing members of CSEA toward their health insurance.

1. Effective January 1, 2008, the City shall offer MVP Co-plan 25 with \$5/\$20/\$40 drug card. Employees shall be reimbursed in 2008 to the MVP Co-plan 15 co-pays. Employees shall be reimbursed in 2009 to the MVP Co-plan 20.

2. Employees who select MVP will contribute annually towards their health insurance as follows:

2011	\$600
2015	\$800
2016	\$1000

3. The City shall continue to offer the Empire Plan.

Employees who select the Empire Plan shall contribute annually as follows:

2011	\$800
2015	\$900
2016	\$1000

4. Effective January 1, 2008, the City shall eliminate GHI as an option to new employees. For those current employees who wish to remain in GHI they shall contribute the same as employees who elect Empire Plan.

5. Where two (2) employees both work for the City, the City shall offer either two individual plans, or one family plan and a buy out.

6. If a health insurance carrier eliminates or changes a benefit or co-pay, or changes benefits, the City shall not be responsible for those changes.

C. Retiree health insurance coverage for employees and current retirees, the City agrees to continue to pay the full cost of individual health insurance coverage and fifty percent (50%) of the cost of dependent health insurance coverage plans for all former members of the bargaining unit who have retired and for members of the bargaining unit who retire from the City with at least ten (10) years of service.

D. Health Insurance Buy-Out Option - The City shall provide a yearly Health Insurance Buy-Out Option to all employees of the Bargaining Unit. Employees who have single coverage enrollment shall be eligible for a payment of \$1500. Employees who have family coverage enrollment shall be eligible for a payment of \$3000. Retirees having single coverage enrollment shall be eligible for a payment of \$1500.

Health insurance buyouts listed above shall be paid quarterly beginning January 1, 2015 and shall be paid the first pay period in the beginning of each quarter (January, April, July and October) beginning in January of each year.

Retirees who select MVP Gold will receive a \$250 bonus.

E. Employees on unpaid leave of absence for other than medical reasons shall not receive health insurance.

SECTION 3 - DENTAL PLAN

All employees shall be entitled to the Guardian Dental Plan for themselves and their eligible dependents which will be provided by the Employer, at no cost to the employees.

SECTION 4 - OPTICAL PLAN

All employees shall be entitled to the Guardian Optical Plan for themselves and their eligible dependents which will be provided by the Employer, at no cost to the employees.

SECTION 5 - DISABILITY INSURANCE

Effective January 1, 1986, the City shall provide Disability Insurance for all employees in the bargaining unit.

When an employee is disabled and out of work, such employee shall be allowed use disability benefits to reduce the amount of sick leave used, or disability benefits separately, without loss of sick time. The options used any or all of the above shall be at the discretion of the employees in order of desire. In an instance where an employee wants to diminish the loss of sick leave, such employee shall turn over to the employer, the weekly disability check and in return, the employer shall credit the employee weekly with the portion of the sick leave used in each week which is paid for by the employee's disability check.

SECTION 6 - EMPLOYEE ASSISTANCE PROGRAM

There shall be established an employee assistance program, the cost of which shall be borne by the employer, and the administration of which shall be discussed with the employee unit.

ARTICLE VIII

ADMINISTRATION RIGHTS

SECTION 1 - REPRESENTATION

1. The Employer recognizes the right of the employee represented by the Union to designate representative of the Union to appear in their behalf in negotiations as to working conditions, grievances, and as to the terms and conditions of written agreements covering employment and the terms thereof.

The Employer further recognizes the right of the Union to communicate directly with its member employees during working hours only in cases of extreme emergencies and only so long as such discussions shall not interfere with the carrying out by said employees of their regular duties.

2. Officers of the Union who have been designated by it to affect adjustment of grievances or assist in the administration of this agreement shall be allowed a reasonable amount of time free of their regular duties to carry out such obligation, but always provided such work is not interfering with the regular duties of such employee.

SECTION 2 - BULLETIN BOARDS

The Employer agrees to make available bulletin boards at all appropriate work locations and/or place of assembly of the employees. The number, size and location to be decided jointly by the appropriate Employer representative and a representative of the Union. Such bulletin boards shall be for the exclusive use of the Union for announcement of meetings, posting of Union bulletins, election notices, posting of vacancies and job openings for any and all matters relating exclusively to Union business.

SECTION 3 - GRIEVANCE PROCEDURE

A. Right of Representation

1. When requested by an employee, the President of the Union or his designated representative may assist in the presentation of an alleged or actual grievance with reasonable amount of time off during working hours without charging to other accumulated leave credits.

2. If the employee elects to present his own grievance without the assistance of the Union, the Employer agrees to permit a representative of the Union to be present at any and all meetings to be held in connection with the representation of such grievance and to decide the issue. The representative of the Union shall be granted the necessary time off without charge to accumulated leave credits.

B. Procedure

The term "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement. Grievances shall be processed as follows:

Step 1 - The Union shall submit a written grievance, within thirty (30) calendar days of its occurrence or when the Union should have known of the occurrence to the department head, who shall render a written decision within ten (10) calendar days.

Step 2 - If the Union is not satisfied with the department head's decision, or if no response is received, the Union shall submit the grievance, within ten (10) calendar days of receipt of the department head's decision, or within ten (10) calendar days when the department head's decision should have been received, to the Mayor, who shall render a written decision within ten (10) calendar days.

Step 3 - Step 3 - If the Union is not satisfied with the Step 2 decision, or if no response is received, the Union may file a demand for arbitration within thirty (30) days of receipt of the Step 2 decision, or within thirty (30) days of when the Step 2 decision should have been received, with the City. The parties will select an arbitrator from the following panel:

Tom Hines

Jay Siegel

Sheila Cole

The time limit set forth herein may be extended by mutual agreement, in writing.

The arbitrator shall not have the power to amend, modify or alter any terms and/or conditions of this Agreement, nor shall any decision he may render oblige either party to amend, modify or alter any terms and/or conditions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The parties agree to share mutually the cost of the arbitrator.

ARTICLE IX

LABOR/MANAGEMENT RELATIONS

SECTION 1 - LABOR/MANAGEMENT COMMITTEE

A. Three (3) Labor/Management Committees, one (1) from the Department of Public Works, Recreation Department and City Hall shall be established to periodically meet and review problems of mutual concern to either party and to recommend changes in any procedure, operation or the implementation thereof. These Committee meetings shall take place after working hours and the scheduling for these meetings will be subject to a five (5) day notice served by either party on the other.

B. Each committee shall be composed of two (2) members appointed by the Union and two (2) members appointed by the Employer, plus one (1) member mutually agreed upon by both the Union and the Employer.

C. The Employer and/or Union shall, with the consent of the other, be empowered to call meetings of the Unit Representative, Unit President, Employer Representative and effected employees as determined by the employee unit, to meet and confer on the procedures or practices of any administered term or condition of this agreement. Should these meetings result in unanimous consent of problems discussed and such result in a written memorandum, said memorandum shall have the full force and effect of this contract.

SECTION 2 - IN-SERVICE TRAINING PROGRAM

The Employer agrees to institute an In-Service Training Program whereby all eligible employees shall be given on the job training on all equipment used by the Employer for the purpose of preparing said eligible employee for advancement. The department shall determine scheduling of applicable training to suit the needs of the department during the regular work day. Employees may receive overtime for training at the discretion of the superintendent or department head.

SECTION 3 - TUITION REIMBURSEMENT

Any employee who desires to undertake courses of study which are job related shall upon the approval of the City receive full reimbursement for tuition and

books provided the employee successfully completes the course, and provided that the City Council has appropriated the necessary funds.

An employee who receives tuition reimbursement shall remain employed by the City for a period of three (3) years from the completion of the course. If the employee leaves employment within the three (3) year period, the employee shall reimburse the City for monies paid by the City.

SECTION 4 - LUNCH/LOUNGE ROOM

The City agrees to set up a Joint Labor/Management committee to find a site to provide a lunch/lounge room for all City employees in all City departments.

ARTICLE X

RIGHTS OF EMPLOYEES

SECTION 1 - NON-DISCRIMINATORY - NON-REPRISAL RIGHTS

A. Right of Membership

1. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or its agents.

2. Employees may join or refrain from joining or take an active role in the activities of the Union without fear of coercion, reprisal or penalty from the Employer or its agents.

B. Right of Independent Action

An employee may bring matters of personal concern to the attention of the Employer's representative and officials in accordance with applicable laws and rules and may choose his own representatives to, or unilaterally, present a grievance for appeal proceedings, except that the Union must be present at all such proceedings, and it must be informed immediately of any decisions surrounding such case.

SECTION 2 - TENURE

All employees in the labor and non-competitive classes after one (1) year of employment, shall be accorded the same rights and privileges that competitive class employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal and suspension. Employees who are terminated under Section 75 of the Civil Service Law for cause, shall not be paid for any leave accruals.

SECTION 3 - SENIORITY

For the purpose of this contract, seniority shall be determined from the date of first hire by the employer, and so long as the employee continues in City employment. Seniority shall be the factor for assigning overtime, vacations, working out of title, promotions,* transfers, layoffs and recalls. Seniority shall not be a factor for filling laborer classification vacancies in the Department of Public Works and the Recreation Department.

*The City shall have the right to select one of the two most senior employees (1 out of 2) with regards to promotions to the positions above laborer within the Department of Public Works and Recreation Department. Competitive class employees shall be in accordance with Civil Service rules and regulations (1 out of 3).

SECTION 4 - PROMOTIONS AND TRANSFERS

A. Notice of Vacancies

1. The President of the Union shall be notified immediately of any vacancy or new position to be filled.
2. This notice shall be given to the President of the Union at least two (2) days prior to the posting of such vacancy or new position, and the posting shall remain on the bulletin boards for at least ten (10) days prior to the filling of such new or vacant position.
3. Appointments to the positions in the competitive class shall be in accordance with Civil Service rules and regulations. (One out of three).
4. In the event such vacancies or new positions are of the competitive nature, requiring written examinations, the Employer agrees to request a promotional examination from the Kingston City Civil Service Commission or successor thereof in order to give the present employees of the Employer an opportunity to compete for the same. The Employer agrees to notify the President of the Union of the person so appointed to such vacancy or new position simultaneously with the assignment of the employees.

B. Transfers

Any employee transferred to another Department shall be with the consent of the employee effected thereby.

C. Managerial Promotion

If any employee is elevated to a position of management and then decides to return within one (1) year of said date of elevation to his original status in the non-managerial area, the employee shall return to this original position with the full seniority status as though he had not left the original employment.

D. Out-of-Title Work Clause

No person shall be employed under any title not appropriate to the duties to be performed and no person shall be assigned to perform the duties of any position unless he or she has been duly appointed or promoted to such position in accordance with the provisions of the Civil Service Law. Any employee assigned temporarily to perform duties of a higher classification, in an emergency situation, shall be compensated at a higher rate of pay. All employees, upon assignment by their supervisors, shall perform duties normally assigned to lower classifications, and when doing so shall be paid at their normal rate.

SECTION 5 - EXTENSION OF VACATION, LONGEVITY, AND INCREMENT

RIGHTS

If an employee has used up his earned vacation and sick leave, with pay, and he then furnishes the Employer a doctor's certificate stating that the employee is not fit to return to his work, his rights as to vacation, with pay, longevity and increments of pay shall not be forfeited. This extension of rights shall be for only a specified length of time, not greater than one (1) year, as the employee may in each case, determine, and the employee upon reporting back to work should present the doctor's certificate stating that said employee is fit to resume his duties. This extension of rights shall apply to only those employees who have worked continuously for twenty-four (24) months or more previous to their illness.

SECTION 6 - LAYOFFS

A. Competitive Classification

When an employee in a competitive civil service classification is laid off due to a reduction in the work force, such lay off shall be implemented pursuant to the procedures of the rules and regulations of the Kingston Civil Service Commission and the Civil Service Law.

B. Non-Competitive and Labor Classification

When an employee is in the non-competitive or labor classification is laid off due to a reduction in the work force, such employee shall be permitted to exercise his/her seniority rights within the Department he/she is currently working to bump (replace) an employee with less seniority. Such employee may bump any employee in the same job classification within the Department he/she is currently working, provided the bumping employee has greater seniority and is able to perform the work required.

When additional help is required, the employee so laid off in accordance with preceding section shall be the first employees called back on the basis of their seniority; that is, the last one laid off will be the first one called back. The Employer agrees to notify the employees recalled by Registered Letter, with a copy of same to the President of the Union, giving the recalled employee at least five (5) days to reply to the recall letter. In the event the recalled employee fails to report as specified herein, such failure shall be considered a declination by said employee. All employees laid off in accordance with the preceding paragraph will be offered an opportunity to return to employment for a maximum of two (2) years from the date of the layoff, if such condition should prevail before the Employer will recruit from the general public.

C. Additional Bumping Rights

After exhausting the rights in provisions A and B above, an employee subjected to layoff shall be permitted to bump the least senior employee from a position that was previously held by the employee subjected to layoff, providing the employee is more senior than the employee being bumped. The employee

being bumped shall have this same right and this bumping process shall continue until the least senior employee is ultimately laid off.

ARTICLE XI

CITY HALL EMERGENCY CLOSING

In the event that it becomes necessary for management to declare that City Hall must be closed due to an emergency, the fact that City Hall employees do not work shall not be deemed to provide an equal amount of time off for DPW, recreation or sewage treatment plant employees or bus drivers.

ARTICLE XII

COMPATIBILITY WITH LAW

A. Past Practice

All existing rules and regulations of the Employer not inconsistent herewith shall remain in full force and effect and may be further added to or subtracted from as the Employer may in their uncontrolled judgment determine from time to time.

B. No Strike Provision

The Union acknowledges pursuant to Section 210 of the Civil Service Law of the State of New York and the public employees so presented by it and the Union itself agree not to engage in strikes against the Employer and further agree not to cause, instigate, encourage, or condone such strikes and pledges for itself and its membership that it will not engage in strikes nor any activity which will or may tend to cause, instigate, encourage or condone a strike, slow down, or other activity which will have similar or like effect.

C. Mandated Provision of the Law

Notice, as provided by Section 204A of the Civil Service Law as amended: "IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XIII

DUE PROCESS HEARING PROCEDURE

Where, because of statutory mandate (i.e., Section 71 and/or Section 73 of the New York Civil Service Law) or judicially imposed mandate, the Employer is required to hold a due process hearing, the procedure utilized by the Employer shall be as follows:

1. The Employer and Union will mutually appoint an arbitrator or hearing officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. If the

parties are not able to agree on an arbitrator, PERB will be contacted; and in all cases, the rules of PERB shall apply.

2. This Article shall not apply to administrative matters, including, but not limited to grievances and arbitrations.

ARTICLE XIV

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

SECTION 1 - PURPOSE

To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA").

SECTION 2 - DEFINITIONS

A. "Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks of leave per year under particular circumstances. Leave may be taken:

*Upon the birth of the employee's child;

*Upon placement of a child with the employee for adoption or foster care;

*When the employee is needed to care for a child, spouse or parent who has a serious health condition; or

*When the employee is unable to perform the functions of his/her position because of a serious health condition.

NOTE: that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period beginning on the date of birth or placement unless the Employer permits a longer time.

B. "A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

1. Any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or

2. Any period of incapacity that requires absence from regular daily activities of more than three (3) days and that involves continuing treatment by (or under supervision of) a health care provider.

C. "Leave" time may be paid or unpaid, see discussion below.

SECTION 3 - RESPONSIBILITY

Each department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Office of the Corporation Counsel.

SECTION 4 - SCOPE

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

SECTION 5 - ELIGIBILITY

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

SECTION 6 - LEAVE OF ABSENCE: PAID OR UNPAID

- A. For the adoption, or birth or care of child, parent or of a spouse, an eligible employee must use accrued vacation, personal leave time and sick time.
- B. For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.
- C. In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

SECTION 7 - EXTENSION OF LEAVE

In the event an employee requires leave in excess of the 12 week maximum described herein, the department head, at the department head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

SECTION 8 - PERMISSION AND DOCUMENTATION

- A. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

The Employer may require a second medical opinion and obtain periodic recertification (at its own expense) only when the Employer has reason to doubt the initial medical certification.

If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

- B. If medically necessary for a serious health condition of the employee of his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

- C. Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

SECTION 9 - NOTIFICATIONS AND REPORTING REQUIREMENTS

A. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the Employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

B. The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

SECTION 10 - COVERAGE

A. Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

B. The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

C. Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

D. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the Employer, the Employer may recover from the employee the cost of premium paid to maintain the employee's health insurance coverage, except when the family and medical leave is paid.

SECTION 11 - PROCEDURES

A. Completion of Request for Family and Medical leave of Absence Notice:

A request for Family and Medical Leave of Absence must be originated in duplicate by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Department of Civil Service. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

B. All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;

3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.
- C. In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.
- D. For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.
- E. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

SECTION 12 - RETURN TO DUTY

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

SECTION 13 - EFFECT OF LABOR AGREEMENT

It is the intent of the Employer to provide the standards as articulated in the federal FMLA and as detailed herein.

SECTION 14 - CHANGE IN POLICY

The City reserves the right to modify this policy as necessitated by law.

ARTICLE XV

ALCOHOL AND DRUG TESTING PROCEDURE

SECTION 1 - FEDERAL MOTOR CARRIERS SAFETY ADMINISTRATION (FMCSA)

1.1 Compliance with all FMCSA Regulations: Title 49 CFR Parts 40, 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce, which are required to be operated by a holder of commercial drivers license (CDL) or operate vehicles that are designed to transport sixteen (16) or more passengers, including the driver or are used to transport hazardous materials and are subject to commercial drivers license requirements, 49 CFR Part 383. Where applicable, the Employer's Substance Abuse Testing Program shall be in compliance with and, unless mutually agreed to by the Union shall not exceed the FMCSA regulations.

1.2 Implementation Date of FMCSA Regulations: The Substance Abuse program and its procedures were updated and implemented on July 15, 2010. Any and all updates or changes in regulations will be implemented upon effective date.

SECTION 2 FEDERAL TRANSIT ADMINISTRATION (FTA) REGULATIONS

2.1 Compliance with all FTA Regulations: Title 49 CFR Parts 40 and 655 as they pertain to employees operating a revenue service vehicle, non-revenue service vehicles which are required to be operated by a holder of commercial drivers license (CDL), controlling dispatch or movement of revenue service vehicles, maintaining a revenue service vehicle or equipment used in revenue service or carrying a firearm for security purposes. Where applicable, the Employer's Substance Abuse Testing Program shall be in compliance with and unless mutually agreed to by the Union, shall not exceed the FTA regulations.

2.2 Implementation Date of FTA Regulations: The Substance Abuse program and procedures were updated and implemented on July 15, 2010. Any and all updates or changes in regulations will be implemented upon effective date.

SECTION 3 THE DRUG-FREE WORKPLACE ACT OF 1988

3.1 Compliance with the Federal Drug-Free Workplace Act of 1988: Where applicable, the Employer's Substance Abuse Program shall be in compliance with and unless mutually agreed to by the Union, shall not exceed the Federal Drug-Free Workplace Act of 1988, Title 49 CFR Part 32 as they pertain to all recipients of Federal grants. As a recipient of Federal grants, the City must comply with the requirements of the Drug-Free Workplace Act of 1988. Any and all updates or changes in regulations will be implemented upon effective date.

3.1.A All CSEA Bargaining Unit employees shall be subject to drug and alcohol testing upon a determination that "reasonable suspicion: exists, pursuant to this procedure.

SECTION 4 NOTICE OF REQUIREMENTS

4.1 Employer's Policy: The Employer shall promulgate a policy on the policy and procedures to each covered employee and the Union. The term "prohibited drugs" means marijuana/THC, cocaine, opiates (including heroin), amphetamines (including methamphetamine, methylenedioxymethamphetamine (MDMA)), and phencyclidine (PCP). At a minimum, the policy shall include detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol and/or drug test.

4.2 Alcohol & Drug Information: The Employer shall provide detailed educational material to each covered employee which explains the requirements of the federal regulations. At a minimum, the materials shall include detailed information which meet the requirements of Title 49 CFR Parts 382.601(b), 655.14 (a), (b)(1 & 2) and 655.15 (h) including but not limited to: (1) the categories of employees who are subject to the

regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the consequences for a covered employee who has a verified positive drug or a confirmed alcohol test result with an alcohol concentration of 0.04 or greater or who refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety-sensitive function and be evaluated by a substance abuse professional, as required by 49 CFR Part 40; (10) the procedure to test for the presence of alcohol or prohibited drugs; (11) the procedure to protect the employee and the integrity and validity of the test; (12) the effects of the misuse of alcohol and use of prohibited drugs; and (13) the person designated by the Employer to be contacted for questions and/or additional information.

4.3 Required Tests: The Employer shall provide a detailed description of alcohol and drug testing requirements to each covered employee which explains the requirements of the federal regulations as they pertain to pre-employment testing, random testing, post accident testing, reasonable suspicion/cause testing, return-to-duty testing and follow-up testing.

4.4 Requirement for Notice: In accordance with the requirement in the federal regulations, prior to performing an alcohol or controlled drug test, the Employer shall notify the employee that the alcohol or drug test is required by federal regulations.

SECTION 5 TESTING PROCEDURES

5.1 Test for Alcohol:

5.1.1 Tests for alcohol shall only be conducted by a breath alcohol technician using an evidential breath testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices. Title 49 CFR Parts 40.229 and 40.231.

5.1.2 The supervisor of an employee who is to be tested shall not administer the test.

5.1.3 In accordance with the federal regulations, the person designated to make the determination of reasonable suspicion/cause shall not administer the test.

5.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test

site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

5.1.5 Each alcohol test shall be reviewed by the Drug/Alcohol Program Manager to ensure compliance with all procedures set forth in this agreement as well as all federal regulations, including the validity of the test. Any employee adversely affected by an invalid test will be made whole for all losses by the Employer.

5.2 Tests for Prohibited Drugs:

5.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

5.2.2 A specimen may be tested only for cocaine, marijuana, opiates (including heroin), amphetamines (including methamphetamine, methylenedioxymethamphetamine (MDMA) and phencyclidine. A specimen may not be used to conduct any other analysis or test.

5.2.3 If the test result of the primary specimen is positive for drug or drug metabolite, or as a refusal to test or because of adulteration or substitution, the Medical Review Officer must notify the employee of his or her right to have the split specimen tested in accordance with the procedures set forth in Title 49 CFR Part 40.153. If the second test is negative, the Employer will pay the cost of the second test.

5.2.4 Visual observation of urination shall not be required except as expressly provided for in the in federal regulation Title 49 CFR Part 40.67. When visual observation is required, the observer shall be of the same gender as the employee.

5.2.5 In accordance with the federal regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers

5.2.6 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits

5.2.7 Each drug test shall be reviewed by the Drug/Alcohol Program Manager to ensure compliance with all procedures, as well as all federal regulations, including the validity of the test.

SECTION 6 RANDOM TESTING

6.1 Random Alcohol Tests: The Employer shall not administer random alcohol testing to more than the required percentage of employees as determined by the annual rate of positive tests for all employees covered by the federal regulations.

6.2 Random Drug Tests: The Employer shall not administer random drug testing to more than 50% of the employees annually covered by the federal regulations.

6.3 Selection of Employees: The Employer shall select employees for testing only through a computer based random number generator utilizing an appropriate employee identification number. Upon request, the Employer shall provide the Union with a list of all employees tested, as well as the computer generated list, so the union could check on randomness.

SECTION 7 REASONABLE SUSPICION/CAUSE TESTING

7.1 Determination of Reasonable Suspicion: The person designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the "designated supervisor(s)") must be the highest level and most impartial individuals practicable for such responsibility.

7.2 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or use of prohibited drugs, and as soon as practicable after an order to test is given, without causing a delay in the testing process, the Employer shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include: (1) a description of the employee's appearance, behavior and speech; (2) names of witnesses to the employee's appearance, behavior and speech, where practicable; (3) if the employee's appearance behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information.

7.3 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing, shall receive one (1) hour of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol and one (1) hour of formal training on the physical, behavioral, speech and performance indicators of probable misuse of prohibited drugs. Such training must be completed before the supervisor can require and employee to undergo a test.

7.4 Follow-up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course every three (3) years on the physical, behavioral, speech and performance indicators of probable misuses of alcohol or use of prohibited drugs. If a supervisor has not attended and completed the refresher course within thirty-six (36) months of the previous course, the supervisor shall not qualify as a designated supervisor with authority to require an employee to undergo a test.

7.5 In the event an employee is called for overtime, the employee will have the opportunity to acknowledge the unavailability for work.

7.6 Right to Representation: When a decision is made to test, the employee shall be given a reasonable opportunity to consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union representative.

SECTION 8 POST-ACCIDENT TESTING:

8.1 Right to Representation: When a test is required based on Federal regulations Parts 382.303 and 655.44, the employee shall be advised that the employee shall be given a reasonable opportunity to consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union representative.

SECTION 9 CONSEQUENCES OF POSITIVE TESTING

9.1 When an employee tests positive for drugs, the MRO will contact said employee. If, after a good faith effort, the MRO cannot locate and/or get the employee to come for private discussion, the MRO will contact the DAPM to notify the employee with the positive finding.

9.2 An employee who tests positive for prohibited drugs will incur a 30 day suspension without pay. The MRO will direct the employee to EAP for evaluation and assistance by a SAP. After two occasions of a positive test for prohibited drugs, the Employer will seek to terminate the employee pursuant to Section 75 of the New York State Civil Service Law (NYSCSL).

9.3 An employee who tests positive for alcohol at the level of .04 or higher will incur a 30 day suspension without pay. The MRO will direct the employee to EAP for evaluation and assistance by a SAP. After two occasions of a positive test for alcohol at the level of .04 or higher the Employer will seek to terminate the employee pursuant to Section 75 of the NYSCSL.

9.4 When an employee tests positive for alcohol at the levels between .02 and .039 during a 24 month period, the employee will incur the following penalties:

1st occasion – 5 day suspension without pay

2nd occasion - 10 day suspension without pay

3rd occasion – 15 day suspension without pay

The Employer will advise the employee to seek assistance from the EAP.

9.5 Employees may not use their accrued leave time to substitute for suspensions without pay.

SECTION 10 REFERRAL, EVALUATION AND TREATMENT

10.1 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, Licensed or certified social worker, a licensed or certified employee assistance professional, a state licensed or certified marriage and family therapist or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.

10.2 Employee Assistance Program: The Employer shall make available and adequately fund an Employee Assistance Program capable of evaluating and resolving problems associated with the misuses of alcohol and use of prohibited drugs.

10.3 Rehabilitation Program: The Employer shall make available a rehabilitation program through established health insurance programs. If such a program is not available through the employee's insurance, the Employer shall cover the costs of a rehabilitation program comparable to that provided through the New York State Health Insurance Program. The employee shall be responsible for any additional costs for and associated with any treatment program in which the employee participates.

10.3.1 Any costs involving the use of SAP under the regulations shall be borne by the employee's health insurance.

10.4 Leave of Absence: A leave of absence will be allowed for treatment on an in-patient basis. While on a leave of absence, the employee may use accumulated sick leave credits, vacation leave credits, holidays and other accrued leave time up to the limits set forth in the collective bargaining agreement or other applicable laws, rules or regulations, including any discretionary leave rights. Otherwise, the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights which may apply under the Americans with Disabilities Act, Family Medical Leave Act or other relevant laws.

10.5 Return to Work Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program may only occur upon certification for the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the Substance Abuse Professional. The employee must take a return-to-duty test. This test cannot occur until after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a verified negative drug test and/or a verified alcohol test with an alcohol concentration of less than 0.02 before resuming their position.

SECTION 11 - FOLLOW-UP TESTING

11.1 Frequency: In accordance with federal regulations, the number and frequency of follow up tests shall be as directed by the Substance Abuse Professional and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty involving a safety-sensitive function.

The Employer shall not impose follow up testing beyond the first six (6) tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow up testing shall not in any event exceed sixty (60) months from the date of the employee's return to duty.

SECTION 12 - PREVIOUS POLICIES AND PROCEDURES

12.1 Any policies and procedures pertaining to alcohol and prohibited drugs, as they pertain to the same employees covered by the federal regulations, shall be superseded by the procedures set forth by the federal regulations, and the City of Kingston Substance Abuse Policy. If necessary the City of Kingston and CSEA will meet to address any unanticipated or unexpected problems that may arise related to drug and alcohol testing.

SECTION 13 - SAVINGS CLAUSE

13.1 In the event that any portion of this agreement should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect, unless that would lead to unjust or impractical results.

13.2 Upon the issuance of such a decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this agreement involved.

ARTICLE XVI

TERM OF AGREEMENT

This contract shall be for a period of five (5) years, commencing January 1, 2012 and terminating December 31, 2016. Negotiations for successor agreement to become effective January 1, 2017 shall commence at a mutually accepted date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative.

APPROVED AS FORM

BY 

CITY OF KINGSTON, NEW YORK

BY: 

ATTEST (SEAL)

BY:

CITY CLERK

**KINGSTON CITY UNIT, ULSTER COUNTY LOCAL CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.**

FOR CSEA



LABOR RELATIONS SPECIALIST



UNIT PRESIDENT

**SCHEDULE A
SALARY SCHEDULE 2012 - 2016**

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 1		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Cleaner	Step1	26,128	26,128	1,002.16	26,454	1,002.16	1,014.69	26,851	27,120	26,987	1,029.91	1,040.21	27,798	1,063.30
Receptionist	Step2	27,371	27,371	1,049.84	27,713	1,049.84	1,062.96	28,129	28,410	28,270	1,078.91	1,089.70	29,120	1,113.89
	Step3	28,739	28,739	1,102.33	29,099	1,102.33	1,116.11	29,535	29,830	29,684	1,132.85	1,144.18	30,576	1,169.58
	Step4	29,739	29,739	1,140.67	30,111	1,140.67	1,154.93	30,562	30,868	30,716	1,172.26	1,183.98	31,640	1,210.26
	Step 5	30,740	30,740	1,179.06	31,124	1,179.06	1,193.80	31,591	31,907	31,750	1,211.71	1,223.83	32,705	1,250.99
	Step 6	31,738	31,738	1,217.36	32,135	1,217.36	1,232.58	32,617	32,943	32,781	1,251.06	1,263.58	33,767	1,291.63
GRADE 2		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Clerk	Step1	29,085	29,085	1,115.57	29,448	1,115.57	1,129.52	29,890	30,189	30,040	1,146.46	1,157.92	30,943	1,183.63
Deputy Registrar	Step2	30,464	30,464	1,168.49	30,845	1,168.49	1,183.10	31,308	31,621	31,465	1,200.84	1,212.85	32,411	1,239.78
	Step3	31,988	31,988	1,226.93	32,388	1,226.93	1,242.27	32,874	33,202	33,039	1,260.90	1,273.51	34,032	1,301.78
	Step4	32,988	32,988	1,265.28	33,400	1,265.28	1,281.09	33,901	34,240	34,072	1,300.31	1,313.31	35,096	1,342.47
	Step 5	33,987	33,987	1,303.62	34,412	1,303.62	1,319.91	34,928	35,278	35,104	1,339.71	1,353.11	36,159	1,383.15
	Step 6	34,986	34,986	1,341.91	35,423	1,341.91	1,358.69	35,954	36,314	36,136	1,379.07	1,392.86	37,222	1,423.78
GRADE 3		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Janitor	Step1	29,236	29,236	1,121.38	29,601	1,121.38	1,135.40	30,046	30,346	30,197	1,152.43	1,163.95	31,105	1,189.79
	Step2	30,629	30,629	1,174.82	31,012	1,174.82	1,189.51	31,477	31,792	31,636	1,207.35	1,219.43	32,587	1,246.50
	Step3	32,159	32,159	1,233.51	32,561	1,233.51	1,248.92	33,050	33,380	33,216	1,267.66	1,280.34	34,215	1,308.76
	Step4	33,160	33,160	1,271.90	33,575	1,271.90	1,287.80	34,078	34,419	34,250	1,307.11	1,320.18	35,280	1,349.49
	Step 5	34,160	34,160	1,310.24	34,587	1,310.24	1,326.62	35,106	35,457	35,283	1,346.52	1,359.98	36,343	1,390.17
	Step 6	35,159	35,159	1,348.58	35,599	1,348.58	1,365.44	36,133	36,494	36,315	1,385.92	1,399.78	37,407	1,430.86
GRADE 4		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Dog Control Officer	Step1	29,306	29,306	1,124.05	29,672	1,124.05	1,138.10	30,117	30,418	30,269	1,155.17	1,166.72	31,179	1,192.62
Parking Enforcement Officer	Step2	30,703	30,703	1,177.63	31,086	1,177.63	1,192.36	31,553	31,868	31,712	1,210.24	1,222.34	32,665	1,249.48
Parking Service Repair	Step3	32,236	32,236	1,236.46	32,639	1,236.46	1,251.92	33,129	33,460	33,296	1,270.69	1,283.40	34,297	1,311.89
Parking Support Officer	Step4	33,236	33,236	1,274.80	33,651	1,274.80	1,290.74	34,156	34,498	34,328	1,310.10	1,323.20	35,360	1,352.57
	Step 5	34,236	34,236	1,313.15	34,664	1,313.15	1,329.56	35,183	35,535	35,361	1,349.50	1,363.00	36,424	1,393.26
	Step 6	35,235	35,235	1,351.49	35,676	1,351.49	1,368.38	36,211	36,573	36,393	1,388.91	1,402.80	37,487	1,433.94
GRADE 5		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Assessor Aide	Step1	29,534	29,534	1,132.81	29,903	1,132.81	1,146.97	30,352	30,655	30,505	1,164.18	1,175.82	31,422	1,201.92
Maintenance Helper	Step2	30,940	30,940	1,186.73	31,327	1,186.73	1,201.57	31,796	32,114	31,957	1,219.59	1,231.79	32,917	1,259.13
	Step3	32,487	32,487	1,246.08	32,893	1,246.08	1,261.66	33,387	33,720	33,555	1,280.58	1,293.39	34,563	1,322.10
	Step4	33,487	33,487	1,284.42	33,905	1,284.42	1,300.48	34,414	34,758	34,587	1,319.99	1,333.19	35,627	1,362.78
	Step 5	34,486	34,486	1,322.77	34,918	1,322.77	1,339.30	35,441	35,796	35,620	1,359.39	1,372.99	36,691	1,403.46
	Step 6	35,486	35,486	1,361.11	35,930	1,361.11	1,378.12	36,469	36,833	36,652	1,398.80	1,412.78	37,754	1,444.15

		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 6														
Dockmaster Laborer Senior Clerk	Step1	31,721	31,721	1,216.69	32,117	1,216.69	1,231.90	32,599	32,925	32,764	1,250.38	1,262.88	33,748	1,290.92
	Step2	33,232	33,232	1,274.66	33,648	1,274.66	1,290.59	34,152	34,494	34,324	1,309.95	1,323.05	35,356	1,352.42
	Step3	34,895	34,895	1,338.44	35,331	1,338.44	1,355.17	35,861	36,220	36,042	1,375.50	1,389.25	37,125	1,420.09
	Step4	35,893	35,893	1,376.73	36,342	1,376.73	1,393.94	36,887	37,256	37,073	1,414.85	1,429.00	38,187	1,460.72
	Step 5	36,893	36,893	1,415.08	37,354	1,415.08	1,432.76	37,915	38,294	38,106	1,454.26	1,468.80	39,251	1,501.41
	Step 6	37,893	37,893	1,453.42	38,366	1,453.42	1,471.59	38,942	39,331	39,138	1,493.66	1,508.60	40,315	1,542.09
		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 7														
Mechanics Helper Motor Equip. Service Ass't Zoo Caretaker Ordinance Inspection Officer	Step1	31,997	31,997	1,227.27	32,397	1,227.27	1,242.61	32,882	33,211	33,048	1,261.25	1,273.86	34,042	1,302.14
	Step2	33,520	33,520	1,285.71	33,939	1,285.71	1,301.78	34,448	34,793	34,622	1,321.31	1,334.52	35,663	1,364.15
	Step3	35,197	35,197	1,350.01	35,637	1,350.01	1,366.89	36,171	36,533	36,354	1,387.39	1,401.26	37,446	1,432.37
	Step4	36,195	36,195	1,388.31	36,648	1,388.31	1,405.66	37,197	37,569	37,385	1,426.75	1,441.01	38,509	1,473.00
	Step 5	37,195	37,195	1,426.65	37,660	1,426.65	1,444.48	38,225	38,607	38,417	1,466.15	1,480.81	39,572	1,513.69
	Step 6	38,194	38,194	1,464.99	38,672	1,464.99	1,483.31	39,252	39,645	39,450	1,505.56	1,520.61	40,636	1,554.37
		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 8														
Passenger Bus Operator Recreation Assistant Youth Advocate	Step1	32,262	32,262	1,237.46	32,666	1,237.46	1,252.93	33,156	33,487	33,323	1,271.72	1,284.44	34,324	1,312.95
	Step2	33,797	33,797	1,296.33	34,220	1,296.33	1,312.54	34,733	35,080	34,908	1,332.22	1,345.55	35,957	1,375.42
	Step3	35,487	35,487	1,361.16	35,931	1,361.16	1,378.17	36,470	36,835	36,654	1,398.84	1,412.83	37,755	1,444.20
	Step4	36,486	36,486	1,399.45	36,942	1,399.45	1,416.95	37,496	37,871	37,685	1,438.20	1,452.58	38,818	1,484.83
	Step 5	37,485	37,485	1,437.80	37,954	1,437.80	1,455.77	38,523	38,909	38,717	1,477.61	1,492.38	39,881	1,525.51
	Step 6	38,485	38,485	1,476.14	38,966	1,476.14	1,494.59	39,551	39,946	39,750	1,517.01	1,532.18	40,945	1,566.19
		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 9														
Wastewater Treatment Plant- Operator Trainee Stenographer	Step1	32,490	32,490	1,246.18	32,896	1,246.18	1,261.75	33,389	33,723	33,557	1,280.68	1,293.49	34,566	1,322.20
	Step2	34,036	34,036	1,305.48	34,461	1,305.48	1,321.80	34,978	35,328	35,154	1,341.62	1,355.04	36,211	1,385.12
	Step3	35,737	35,737	1,370.73	36,184	1,370.73	1,387.87	36,726	37,094	36,912	1,408.68	1,422.77	38,021	1,454.36
	Step4	36,737	36,737	1,409.07	37,196	1,409.07	1,426.69	37,754	38,131	37,944	1,448.09	1,462.57	39,085	1,495.04
	Step 5	37,736	37,736	1,447.42	38,208	1,447.42	1,465.51	38,781	39,169	38,977	1,487.49	1,502.37	40,148	1,535.72
	Step 6	38,736	38,736	1,485.76	39,220	1,485.76	1,504.33	39,808	40,207	40,009	1,526.90	1,542.17	41,212	1,576.40
		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 10														
Account Clerk Benefits Account Clerk	Step1	32,565	32,565	1,249.08	32,972	1,249.08	1,264.70	33,467	33,802	33,636	1,283.67	1,296.50	34,647	1,325.28
	Step2	34,115	34,115	1,308.53	34,542	1,308.53	1,324.88	35,060	35,410	35,236	1,344.76	1,358.20	36,296	1,388.35
	Step3	35,820	35,820	1,373.92	36,268	1,373.92	1,391.10	36,812	37,180	36,997	1,411.96	1,426.08	38,110	1,457.74
	Step4	36,820	36,820	1,412.27	37,280	1,412.27	1,429.92	37,839	38,218	38,030	1,451.37	1,465.88	39,173	1,498.42
	Step 5	37,819	37,819	1,450.61	38,292	1,450.61	1,468.74	38,867	39,255	39,063	1,490.77	1,505.68	40,237	1,539.11
	Step 6	38,819	38,819	1,488.95	39,304	1,488.95	1,507.56	39,894	40,293	40,095	1,530.18	1,545.48	41,300	1,579.79

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 11		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
					Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
Computer Operator	Step1	33,625	33,625	1,289.71	34,045	1,289.71	1,305.83	34,556	34,901	34,730	1,325.42	1,338.67	35,774	1,368.39
Engineering Aide	Step2	35,224	35,224	1,351.06	35,664	1,351.06	1,367.95	36,199	36,561	36,382	1,388.47	1,402.35	37,475	1,433.48
Environmental Educator	Step3	36,986	36,986	1,418.65	37,449	1,418.65	1,436.38	38,010	38,390	38,202	1,457.93	1,472.51	39,350	1,505.20
Motor Equip. Operator	Step4	37,986	37,986	1,456.99	38,461	1,456.99	1,475.20	39,038	39,428	39,234	1,497.33	1,512.31	40,414	1,545.88
Jr. Planning Aid	Step 5	38,984	38,984	1,495.29	39,472	1,495.29	1,513.98	40,064	40,464	40,266	1,536.69	1,552.06	41,476	1,586.51
Urban Cultural Parks Coord.	Step 6	39,984	39,984	1,533.63	40,484	1,533.63	1,552.80	41,091	41,502	41,298	1,576.09	1,591.85	42,539	1,627.19
Secretary I														

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 12		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
					Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
Dispatcher	Step1	34,761	34,761	1,333.29	35,195	1,333.29	1,349.96	35,723	36,081	35,903	1,370.21	1,383.91	36,983	1,414.63
Housing Code Inspector	Step2	36,416	36,416	1,396.79	36,871	1,396.79	1,414.25	37,424	37,799	37,613	1,435.46	1,449.81	38,744	1,482.00
Maintenance Assistant	Step3	38,235	38,235	1,466.57	38,713	1,466.57	1,484.90	39,294	39,687	39,492	1,507.17	1,522.24	40,679	1,556.04
Heavy Motor Equip. Operator	Step4	39,235	39,235	1,504.91	39,726	1,504.91	1,523.72	40,321	40,725	40,525	1,546.58	1,562.04	41,743	1,596.72
Payroll Clerk	Step 5	40,236	40,236	1,543.30	40,739	1,543.30	1,562.59	41,350	41,764	41,559	1,586.03	1,601.89	42,808	1,637.45
Recreation Leader	Step 6	41,236	41,236	1,581.64	41,751	1,581.64	1,601.41	42,377	42,801	42,591	1,625.43	1,641.69	43,871	1,678.13
Sewer Maintenance Ass't														
Administrative Aide														
Stock Clerk														

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 13		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
					Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
Computer Coordinator	Step1	35,039	35,039	1,343.96	35,477	1,343.96	1,360.76	36,009	36,369	36,191	1,381.17	1,394.99	37,279	1,425.95
Senior Account Clerk	Step2	36,416	36,416	1,396.79	36,871	1,396.79	1,414.25	37,424	37,799	37,613	1,435.46	1,449.81	38,744	1,482.00
Senior Account Clerk Typist	Step3	38,235	38,235	1,466.57	38,713	1,466.57	1,484.90	39,294	39,687	39,492	1,507.17	1,522.24	40,679	1,556.04
Weighmaster	Step4	39,235	39,235	1,504.91	39,726	1,504.91	1,523.72	40,321	40,725	40,525	1,546.58	1,562.04	41,743	1,596.72
	Step 5	40,236	40,236	1,543.30	40,739	1,543.30	1,562.59	41,350	41,764	41,559	1,586.03	1,601.89	42,808	1,637.45
	Step 6	41,236	41,236	1,581.64	41,751	1,581.64	1,601.41	42,377	42,801	42,591	1,625.43	1,641.69	43,871	1,678.13

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 14		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
					Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
Mechanic	Step1	36,632	36,632	1,405.07	37,090	1,405.07	1,422.64	37,647	38,023	37,836	1,443.98	1,458.42	38,974	1,490.79
Motor Equip Op.-Extra Heavy	Step2	38,376	38,376	1,471.95	38,855	1,471.95	1,490.35	39,438	39,833	39,637	1,512.70	1,527.83	40,829	1,561.75
	Step3	40,294	40,294	1,545.54	40,798	1,545.54	1,564.86	41,410	41,824	41,619	1,588.33	1,604.21	42,870	1,639.83
	Step4	41,293	41,293	1,583.83	41,809	1,583.83	1,603.63	42,436	42,860	42,650	1,627.69	1,643.96	43,932	1,680.46
	Step 5	42,294	42,294	1,622.22	42,822	1,622.22	1,642.50	43,465	43,899	43,684	1,667.14	1,683.81	44,997	1,721.19
	Step 6	43,293	43,293	1,660.57	43,835	1,660.57	1,681.32	44,492	44,937	44,716	1,706.54	1,723.61	46,060	1,761.87
					as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	

		2012 Annual	2013 Annual	2013 Bi-Week	2014 Annual	2014 Bi-Week	2014 Bi-Week	2015 Annual	2015 Annual	2015 Annual	2015 Bi-Week	2015 Bi-Week	2016 Annual	2016 Bi-Week
GRADE 15														
Administrative Assistant	Step1	37,031	37,031	1,420.36	37,494	1,420.36	1,438.12	38,056	38,437	38,248	1,459.69	1,474.29	39,398	1,507.02
Building Inspector	Step2	38,793	38,793	1,487.95	39,278	1,487.95	1,506.55	39,867	40,266	40,068	1,529.15	1,544.44	41,272	1,578.73
Assistant City Planner	Step3	40,733	40,733	1,562.35	41,242	1,562.35	1,581.88	41,861	42,279	42,072	1,605.61	1,621.67	43,336	1,657.67
Environmental Program - Operations Specialist	Step4	41,732	41,732	1,600.70	42,254	1,600.70	1,620.70	42,888	43,317	43,104	1,645.01	1,661.46	44,400	1,698.35
Foreman	Step 5	42,733	42,733	1,639.09	43,267	1,639.09	1,659.57	43,916	44,356	44,138	1,684.47	1,701.31	45,465	1,739.08
Labor Foreman	Step 6	43,732	43,732	1,677.38	44,278	1,677.38	1,698.35	44,943	45,392	45,169	1,723.82	1,741.06	46,527	1,779.71
Maintenance Foreman														
Maintenance Mechanic-Welder														
Plumbing Inspector														
Property Manager														
Purchasing Assistant														
Senior Engineering Aide														
Sign Painter														
Transit Supervisor														
Working Supervisor														

Working Supervisor		as of 10/1/14												
		2012 Annual	2013 Annual	2013 Bi-Week	2014 Annual	2014 Bi-Week	Oct-Dec 2014 Bi-Week	Jan-Jun 2015 Annual	Jul-Dec 2015 Annual	Actual 2015 Annual	Jan-Jun 2015 Bi-Week	Jul-Dec 2015 Bi-Week	Leap Year 366 Days 2016 Annual	2016 Bi-Week
GRADE 16														
Deputy Clerk	Step1	39,041	39,041	1,497.48	39,529	1,497.48	1,516.20	40,122	40,524	40,325	1,538.94	1,554.33	41,537	1,588.83
Deputy Assessor	Step2	40,902	40,902	1,568.83	41,413	1,568.83	1,588.44	42,034	42,454	42,246	1,612.27	1,628.39	43,516	1,664.54
Principal Account Clerk	Step3	42,946	42,946	1,647.23	43,482	1,647.23	1,667.82	44,135	44,576	44,357	1,692.84	1,709.77	45,690	1,747.72
Safety Officer	Step4	43,945	43,945	1,685.57	44,495	1,685.57	1,706.64	45,162	45,614	45,390	1,732.24	1,749.57	46,754	1,788.41
Sewer Foreman	Step 5	44,945	44,945	1,723.92	45,507	1,723.92	1,745.47	46,189	46,651	46,422	1,771.65	1,789.36	47,818	1,829.09
Street Foreman	Step 6	45,943	45,943	1,762.21	46,518	1,762.21	1,784.24	47,215	47,688	47,453	1,811.00	1,829.11	48,880	1,869.72
Transfer Station Operator														
WWTP Lab Technician														
WWTP Operator														

WWTP Operator		as of 10/1/14												
		2012 Annual	2013 Annual	2013 Bi-Week	2014 Annual	Jan-Sep 2014 Bi-Week	Oct-Dec 2014 Bi-Week	Jan-Jun 2015 Annual	Jul-Dec 2015 Annual	Actual 2015 Annual	Jan-Jun 2015 Bi-Week	Jul-Dec 2015 Bi-Week	Leap Year 366 Days 2016 Annual	2016 Bi-Week
GRADE 17														
Carpenter	Step1	43,324	43,324	1,661.76	43,866	1,661.76	1,682.53	44,524	44,969	44,748	1,707.77	1,724.85	46,093	1,763.14
Garage Foreman	Step2	45,385	45,385	1,740.78	45,952	1,740.78	1,762.54	46,641	47,108	46,876	1,788.98	1,806.87	48,285	1,846.98
Traffic Electrician	Step3	47,655	47,655	1,827.85	48,250	1,827.85	1,850.70	48,974	49,464	49,221	1,878.46	1,897.24	50,700	1,939.36
Engineering Technician	Step4	48,654	48,654	1,866.19	49,262	1,866.19	1,889.52	50,001	50,501	50,253	1,917.86	1,937.04	51,764	1,980.04
Finance & Operations Admin.														
Parks Admin.	Step 5	49,653	49,653	1,904.49	50,273	1,904.49	1,928.29	51,027	51,538	51,285	1,957.22	1,976.79	52,826	2,020.67
Network Support Tech.	Step 6	50,652	50,652	1,942.83	51,286	1,942.83	1,967.12	52,055	52,575	52,317	1,996.62	2,016.59	53,890	2,061.36

Network Support Tech.	Step 6	50,652	50,652	1,942.83	51,286	1,942.83	1,907.12	52,000	52,000	51,727	1,974.11	1,993.85	53,282	2,038.11
		as of 10/1/14												
		2012	2013	2013	2014	2014	2014	2015	2015	Actual	Jan-Jun	Jul-Dec	2016	2016
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	2015	2015	2015	Annual	Bi-Week
GRADE 18														
Asst. Superintendent Field	Step1	50,081	50,081	1,920.92	50,707	1,920.92	1,944.93	51,468	51,982	51,727	1,974.11	1,993.85	53,282	2,038.11
Asst. Superintendent Sanitatic	Step2	51,081	51,081	1,959.26	51,719	1,959.26	1,983.75	52,495	53,020	52,760	2,013.51	2,033.65	54,346	2,078.79
WWTP Senior Operator	Step3	52,079	52,079	1,997.56	52,730	1,997.56	2,022.53	53,521	54,056	53,791	2,052.87	2,073.39	55,408	2,119.42
Assistant Director of Building	Step4	53,079	53,079	2,035.90	53,742	2,035.90	2,061.35	54,548	55,094	54,823	2,092.27	2,113.19	56,471	2,160.11
Safety and Zoning Enforce.	Step 5	54,079	54,079	2,074.25	54,755	2,074.25	2,100.17	55,576	56,132	55,856	2,131.68	2,152.99	57,535	2,200.79
	Step 6	55,078	55,078	2,112.59	55,767	2,112.59	2,139.00	56,603	57,169	56,889	2,171.08	2,192.79	58,598	2,241.47

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL EMPLOYEES

Revised October 1, 2014

The changes in salaries represent wage increases from 1/1/05 to 10/1/14 that were to be applied but the salary table hasn't been updated since 2004 to reflect these contractual wage increases. The increases were as follows:

2005, 2006, 2007, 2008, 2009, 2010 - 3% Wage Increase Each Year 2011 - 4% and 10/1/2014 - 1.25%.

The table will be updated again for each wage increase moving forward and also to be in compliance with minimum wage in future.

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL EMPLOYEES

Revised October 1, 2014

Effective 10/1/2014

TITLE	SALARY	LENGTH OF EMPLOYMENT
Playground Counselor	\$8.18 - \$12.59/hr	10 Weeks
Life Guards	\$8.80 - \$15.08/hr	12 Weeks
WSI Instructor	\$8.80 - \$15.08/hr	12 Weeks
Beach/Pool Managers	\$9.44 - \$14.90/hr	12 Weeks
Special Events Coordinator	\$11.32 - \$16.34/hr	14 Weeks
Tennis Director	\$11.32 - \$16.34/hr	12 Weeks
Tennis Assistant	\$8.18 - \$11.32/hr	12 Weeks

Recreation Aide	\$8.18 - \$10.05/hr	14 Weeks
Park Ranger	\$12.59 - \$17.61/hr	26 Weeks
Seasonal Laborer (DPW)	\$8.80 - \$15.08/hr	26 Weeks
Seasonal Laborer (REC)	\$8.18 - \$15.08/hr	26 Weeks
Parking Lot Attendant	\$8.00 - \$10.05/hr	12 Weeks

Seasonal Laborer REC only October through March max 4 seasonal workers no more than 28 hours per week, and shall not work weekends unless overtime roster for full-time employees have been exhausted.

For returning seasonal employees, hourly rate will be retained at the same rate as prior season or increased at the beginning of the respective seasons.

Effective Immediately, the Negotiated Raises as stipulated in the CSEA Contract Apply.

Salary Schedule CSEA Seasonal Employees per CSEA MOA dated 9/5/2014

		2014 October - Jan 1.25% Increase	2015 January - June 1.5% Increase	2015 July - December 1% Increase	2016 January 2.5% Increase
Camp Counselor	Step 1	\$8.18	\$8.88	\$8.96	\$9.18
	Step 2		\$9.67	\$9.76	\$10.00
	Step 3		\$10.46	\$10.56	\$10.82
	Step 4		\$11.25	\$11.36	\$11.64
	Step 5		\$12.04	\$12.16	\$12.46
	Step 6	\$12.59	\$12.83	\$12.95	\$13.27
Life Guards	Step 1	\$8.80	\$8.93	\$9.01	\$9.23
WSI Instructor	Step 2		\$10.20	\$10.30	\$10.55
	Step 3		\$11.47	\$11.58	\$11.86
	Step 4		\$12.74	\$12.86	\$13.18
	Step 5		\$14.01	\$14.15	\$14.50
	Step 6	\$15.08	\$15.30	\$15.45	\$15.83
Beach/Pool Managers	Step 1	\$9.44	\$9.58	\$9.67	\$9.91
	Step 2		\$10.68	\$10.78	\$11.04
	Step 3		\$11.78	\$11.89	\$12.42
	Step 4		\$12.88	\$13.00	\$13.32
	Step 5		\$13.98	\$14.11	\$14.46
	Step 6	\$14.90	\$15.12	\$15.27	\$15.65
Special Events Coordinator	Step 1	\$11.32	\$11.48	\$11.59	\$11.87
Tennis Director	Step 2		\$12.50	\$12.62	\$12.93
	Step 3		\$13.52	\$13.65	\$13.99
	Step 4		\$14.54	\$14.68	\$15.04
	Step 5		\$15.56	\$15.71	\$16.10
	Step 6	\$16.34	\$16.58	\$16.74	\$17.15
Tennis Assistant	Step 1	\$8.18	\$8.88	\$8.96	\$9.18
	Step 2		\$9.40	\$9.49	\$9.72
	Step 3		\$9.92	\$10.01	\$10.26
	Step 4		\$10.44	\$10.54	\$10.80
	Step 5		\$10.96	\$11.06	\$11.33
	Step 6	\$11.32	\$11.48	\$11.59	\$11.87

Recreation Aide	Step 1	\$8.18	\$8.88	\$8.96	\$9.18
	Step 2		\$9.14	\$9.23	\$9.46
	Step 3		\$9.40	\$9.49	\$9.72
	Step 4		\$9.66	\$9.75	\$9.99
	Step 5		\$9.92	\$10.01	\$10.26
	Step 6	\$10.05	\$10.20	\$10.30	\$10.55
Park Ranger	Step 1	\$12.59	\$12.77	\$12.89	\$13.21
	Step 2		\$13.79	\$13.92	\$14.26
	Step 3		\$14.81	\$14.95	\$15.32
	Step 4		\$15.83	\$15.98	\$16.37
	Step 5		\$16.85	\$17.01	\$17.43
	Step 6	\$17.61	\$17.87	\$18.04	\$18.49
Seasonal Laborer (DPW)	Step 1	\$8.80	\$8.93	\$9.01	\$9.23
	Step 2		\$10.20	\$10.12	\$10.37
	Step 3		\$11.47	\$11.58	\$11.86
	Step 4		\$12.74	\$12.86	\$13.18
	Step 5		\$14.01	\$14.15	\$14.50
	Step 6	\$15.08	\$15.30	\$15.45	\$15.83
Seasonal Laborer (REC)	Step 1	\$8.18	\$8.88	\$8.96	\$9.18
	Step 2		\$10.16	\$10.26	\$10.51
	Step 3		\$11.44	\$11.55	\$11.83
	Step 4		\$12.72	\$12.84	\$13.16
	Step 5		\$14.00	\$14.14	\$14.49
	Step 6	\$15.08	\$15.28	\$15.43	\$15.81
Parking Lot Attendant	Step 1	\$8.00	\$8.88	\$8.96	\$9.18
	Step 2		\$9.14	\$9.23	\$9.46
	Step 3		\$9.40	\$9.49	\$9.72
	Step 4		\$9.66	\$9.75	\$9.99
	Step 5		\$9.92	\$10.01	\$10.26
	Step 6	\$10.05	\$10.20	\$10.30	\$10.55

SIDE AGREEMENT
KINGSTON CITY BUS SUBSTITUTE EMPLOYEES: FULL TIME EMPLOYEES

Revised June 30, 2005

Employee Definition:

Substitute Bus Driver

Is an employee who fills in as a vacation or sick leave replacement for a full-time employee. Receives the entry level salary rate, receives no benefits and pays either union dues, or agency fee.

**MEMORANDUM OF AGREEMENT BETWEEN CSEA
AND THE CITY OF KINGSTON**

The City of Kingston and the Union agree that the City shall offer a voluntary furlough program to all full time CSEA employees of the City of Kingston, in which employees may choose dates that they wish to take off without pay, subject to the staffing needs and approval of the City. Employees must choose a minimum of five (5) days to participate within the time frame of May 1, through August 31. Employees may take off on Mondays and/or Fridays during that time period, or may choose to take a full week during the months of June, July and August.

CSEA Employee Voluntary Furlough

Employee Name _____

Job Title _____ Dept. _____

Immediate Supervisor _____

Voluntary Furlough is being offered to all Full-time CSEA employees of the City of Kingston. Employees can choose which dates they wish to take off without pay. Employees must choose at least 5 days in order to participate. Dates can be taken in any combination as long as they fall in the said timeframe.

Instructions for applying for Voluntary Furlough:

1. Check the box next to the dates you wish to take off.
2. Sign and date this form acknowledging that you understand the agreement.
3. Return the signed form to your immediate Supervisor.
4. The Supervisors will coordinate the schedule to insure adequate coverage and return a copy of the signed form back to the employee as approval of the time off. A copy must be given to Payroll by the department.

This time does not count against your vacation/personal/sick time.

A Full week may also be taken during the months of June, July and August. Please indicate in the box below which week you wish to take.

Week of _____

I understand that by selecting these dates and signing this form that I am agreeing to take time off without pay. I understand that this time will not be deducted from my current vacation/personal/sick time.

Employee Signature _____ Date _____

Immediate Supervisor Signature _____

Date Rec'd _____ Date Approved _____

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STIPULATION OF SETTLEMENT

By and Between

The City of Kingston

And

***The Civil Service Employees Association, Inc.
Local 1000, AFSCME, AFL-CIO***

WHEREAS, the City of Kingston ("City") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, ("CSEA") are signatories to a Collective Bargaining Agreement; and

WHEREAS, CSEA filed a grievance alleging that the City violated the Collective Bargaining Agreement by unilaterally changing the GHI health insurance plan from co-pay \$10 to co-pay \$25. A copy of said grievance is annexed hereto as Exhibit "A"; and

WHEREAS, the City denied said grievance; and

WHEREAS, CSEA filed a Demand for Arbitration with respect to the grievance annexed hereto as Exhibit "A"; and

WHEREAS, said grievance was scheduled for a hearing before Arbitrator Thomas Hines; and

WHEREAS, the parties hereto wish to settle and resolve said grievance without proceeding to formal hearing.

NOW, as and for a complete Stipulation of Settlement to the grievance annexed hereto as Exhibit "A" and the Demand for Arbitration, the parties hereto agree as follows:

1. The City agrees to reimburse bargaining unit members the difference in co-pays between the Co-Pay 25 plan and the Co-Pay 10 plan.

2. In order to receive the reimbursement, the employee must submit a claim form, along with receipts from the medical facilities with the name, address and amount paid, to the Kingston Civil Service office. Said receipts must indicate that the amount paid was for a co-pay.

3. Every effort will be made to make payment within 7-10 business days from the date that the completed form and documentation are submitted.

4. CSEA agrees to withdraw, with prejudice, the grievance annexed hereto as Exhibit "A" and the Demand for Arbitration upon the signing of the Stipulation herein.

5. By entering into the Stipulation, the City does not admit that it violated the provisions of the Collective Bargaining Agreement nor may the Stipulation be so construed.

6. CSEA has been represented in the negotiation and preparation of this Stipulation by Nancy E. Hoffman, General Counsel (Kara L. Hilburger, of counsel). The City has been represented in the negotiation and preparation of this Agreement by Roemer Wallens Gold & Mineaux LLP (William M. Wallens of counsel).

7. Each party hereto acknowledges that they have read the Stipulation of Settlement, fully understand it, and have had all questions that they may have and in regard thereto been answered. Each party enters into the Stipulation of Settlement of their own free will and has not been coerced into doing so.

8. The Stipulation is without precedent and cannot be used in any future proceeding by and between the parties except for its enforcement herein.

Memorandum of Agreement

THIS AGREEMENT is by and between the City of Kingston (hereinafter "City") and CSEA, Inc Local 1000 AFSCME AFL-CIO on behalf of City of Kingston CSEA Unit 8951(hereinafter "Union").

WHEREAS, the parties are the signatures to a bargaining agreement dated January 1, 2008 to December 31, 2011; and

WHEREAS, Article 3, Section 8 B 1 of the bargaining agreement maintains stand-by pay for the foreman of currently \$150.00; and

WHEREAS, the transit supervisor is considered an on call, stand-by position; and

WHEREAS, the transit supervisor was being paid the three hour call-in pay, pursuant to Article 3, Section 8 A 7 of the bargaining agreement when responding to and handling calls from home; and

WHEREAS, the financial burden to the City for each three hour call in was cumbersome and the City requested relief; and

NOW, THEREFORE, the parties mutually agree as follows:

1. Beginning on or about April 1, 2011, the transit supervisor will receive the same weekly stand-by pay as the duty foreman, currently \$150.00, pursuant to Article 3, Section 8 B 1 of the bargaining agreement.
2. The Transit Supervisor will be paid the actual time worked for calls received and handled from home, at a rate of time and one half.
3. The Transit Supervisor will be paid the minimum three hour call-in, pursuant to Article 3, Section 8 A 7 of the bargaining agreement, if actually reporting to work.
4. The City will provide the transit supervisor a City-Owned cell phone.
5. This agreement will become part of the bargaining agreement upon completion of negotiations of the next successor agreement.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is by and between the City of Kingston (hereinafter "City") and CSEA.

WHEREAS, the City and CSEA recognize the financial burden on the City regarding the payment of overtime; and

WHEREAS, the parties have discussed a way to ease this burden; and

WHEREAS, the payment of Compensatory Time in lieu of overtime exists in some departments throughout the City; and

NOW, THEREFORE, the parties agree as follows:

1. Employees may select, at each employee's option, to receive compensatory time off in lieu of receiving overtime pay.
2. Compensatory time off shall be earned at a rate of 1.5 hours off for each hour of overtime worked.
3. There shall be a maximum of sixty (60) hours of compensatory time carried at any time. All overtime hours worked in excess of the sixty (60) shall be paid at the overtime rate.
4. Each participating employee shall have twelve (12) months from the date the compensatory time is earned to use the compensatory time off.
5. Employees not using the compensatory time within the twelve (12) months after it is earned, shall be paid for said compensatory time, at their then current rate of pay.
6. This memorandum will have no impact on any other compensatory policies or practices that are already in place.

STIPULATION of SETTLEMENT

THIS AGREEMENT is by and between the City of Kingston (hereinafter “City”) and CSEA.

WHEREAS, the City employs a night cleaner at City Hall, working other than traditional day shift hours; and

WHEREAS, the City has not paid shift differential to this title in the past; and

WHEREAS, CSEA was prepared to pursue a grievance, pursuant to the bargaining agreement between the parties, for this position to receive shift differential when working past the end of the traditional day shift; and

WHEREAS, the parties wish to resolve this matter without the time and expense of further litigation; and

NOW, THEREFORE, the parties stipulate and agree as follows:

1. Effective the signing of this agreement, the night cleaner at City Hall shall receive the negotiated shift differential (currently 12%) for all hours worked beyond the traditional day shift, per Article 2, Section 3 C (City Hall Work Hours) of the bargaining agreement, which states 8:30 am to 4:30 pm and summer hours of 9 am to 4 pm. The differential shall be paid for hours worked beyond 4:30 pm, or in respect of the summer hours, 4 pm.
2. The individual in this position will not receive differential pay for any period of time prior to the signing of this agreement.
3. The parties agree this represents full and final settlement to this matter.

CSEA

GRIEVANCE FORM

Grievance ID:
CSEA _____ - 200_

Name: BART ROBINS Social Security #: _____
Current Mailing Address: 51 TRENTON ST
Home Telephone #: 845-338-0954
Department or Agency: DPW
Job Title: LABORER Hire Date: 3-96
Name of Supervisor: Mike McCreehey

STEP 1

Contract article violated or involved, included but not limited to: Article II Section _____

Date of occurrence: FEB 25TH & APRIL 19TH

Statement of facts (Include names, dates, what happened): ON MAY 10TH OF THIS YEAR I
WAS NOTIFIED THAT THE CITY WAS CHARGING MY ACCRUAL FOR
TIME SPENT AT THE EMERGENCY ROOM DUE TO A WORK RELATED
INJURY. THE PRACTICE HAS ALWAYS BEEN WHEN A WORKER WAS
INJURED IN THE LINE OF DUTY THEY WERE PAID FOR THE FIRST
DAY IF THEY SOUGHT MEDICAL ATTENTION. NO CHARGE TO ACCRUALS
WAS EVER USED.

Remedy sought: Cease violating the contract. Make grievant whole for all monetary and non-monetary losses.

CREDIT me 2 SICK DAYS



TE SUBMITTED: 5-17-11

GRIEVANT'S SIGNATURE: Bart M Robins

(OVER)

1st STEP DECISION

Date: 5/18/11

Supervisor's signature: [Signature]

Rejected: _____ Sustained: ☒

Decision (Use additional sheets if necessary):

BASED ON A 5/17/11 DETERMINATION
BY MAYOR SOTTILE (AS ATTACHED) THE APPROPRIATE TIME
WILL BE RESTORED TO THE EMPLOYEE'S LEAVE ACCRUALS.

Date decision received by grievant: _____

The above decision is satisfactory: _____

I wish to appeal the above decision (yes or no): _____

DATE: _____

GRIEVANT'S SIGNATURE: _____

STEP 2 DECISION

Date: _____

Reviewer's signature: _____

Rejected: _____ Sustained: _____

Date decision received by grievant: _____

The above decision is satisfactory: _____

I wish to appeal the above decision (yes or no): _____

DATE: _____

GRIEVANT'S SIGNATURE: _____

STEP 3 DECISION

Date: _____

Reviewer's signature: _____

Rejected: _____ Sustained: _____

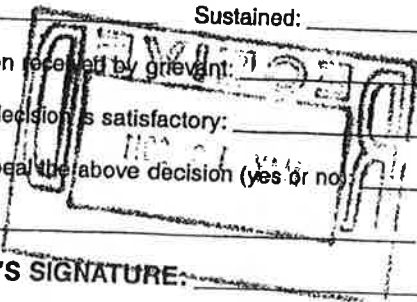
Date decision received by grievant: _____

The above decision is satisfactory: _____

I wish to appeal the above decision (yes or no): _____

DATE: _____

GRIEVANT'S SIGNATURE: _____



Copies to: 1. Original to Employer
2. Employee's Copy
3. Unit President's Copy
4. Local copy
5. Labor Relations Specialist Copy

Schupp, Michael

From: Sottile, James
Sent: Tuesday, May 17, 2011 9:23 AM
To: Bahruth, Maryann; Cahill, Suzanne; Christiana, Mary Lou; DeCicco, Jackie; Finkle, Steve; Gilfeather, Kevin; Hansen, Judith; Keller, Gerald; Rion, Arlene; Roser, Toni ; Salzman, Richard; Schupp, Michael; Swenson, Ralph; Tuey, John; VanLoan, Joan; Washington, Tawana; Winchell, Allen
Cc: DeCicco, Jackie
Subject: Sick use

Effective immediately, if an employee is hurt during the work day and has to go for medical attention, do not charge their sick leave bank if they go to seek emergency attention.

