## Contract Database Metadata Elements

**Title:** Niagara, Town of and Town of Niagara Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Niagara County Local 832 (2005)

**Employer Name:** Niagara, Town of

**Union:** Town of Niagara Unit, CSEA, AFSCME, AFL-CIO

**Local:** 1000, Niagara County Local 832

**Effective Date:** 01/01/05

**Expiration Date:** 12/31/08

**PERB ID Number:** 7424

**Unit Size:** 32

**Number of Pages:** 32

---

For additional research information and assistance, please visit the Research page of the Catherwood website - [http://www.ilr.cornell.edu/library/research/](http://www.ilr.cornell.edu/library/research/)

For additional information on the ILR School - [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
AGREEMENT

by and between the

TOWN OF NIAGARA

and

CSEA, Local 1000 AFSCME, AFL-CIO

RECEIVED

JUN 01 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Town of Niagara Unit
Niagara County Local 832

January 1, 2005 - December 31, 2008
# Table of Contents

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>Article I</td>
<td>Recognition</td>
</tr>
<tr>
<td>Article II</td>
<td>Union Security and Check Off</td>
</tr>
<tr>
<td>Article III</td>
<td>Rights of the Union</td>
</tr>
<tr>
<td>Article IV</td>
<td>Rights of Management</td>
</tr>
<tr>
<td>Article V</td>
<td>Hours of Work</td>
</tr>
<tr>
<td>Article VI</td>
<td>Overtime</td>
</tr>
<tr>
<td>Article VII</td>
<td>Longevity Pay</td>
</tr>
<tr>
<td>Article VIII</td>
<td>Wages</td>
</tr>
<tr>
<td>Article IX</td>
<td>Holidays</td>
</tr>
<tr>
<td>Article X</td>
<td>Vacations</td>
</tr>
<tr>
<td>Article XI</td>
<td>Sick Leave</td>
</tr>
<tr>
<td>Article XII</td>
<td>Personal Business Leave</td>
</tr>
<tr>
<td>Article XIII</td>
<td>Bereavement Leave</td>
</tr>
<tr>
<td>Article XIV</td>
<td>Jury Duty</td>
</tr>
<tr>
<td>Article XV</td>
<td>Military Leave</td>
</tr>
<tr>
<td>Article XVI</td>
<td>Worker’s Compensation Leave</td>
</tr>
<tr>
<td>Article XVII</td>
<td>Health Insurance</td>
</tr>
<tr>
<td>Article XVIII</td>
<td>Retirement Plan</td>
</tr>
<tr>
<td>Article XIX</td>
<td>Settlement of Disputes</td>
</tr>
<tr>
<td>Article XX</td>
<td>Job Posting Purposes</td>
</tr>
<tr>
<td>Article XXI</td>
<td>Job Security</td>
</tr>
<tr>
<td>Article XXII</td>
<td>Reduction in Force</td>
</tr>
<tr>
<td>Article XXIII</td>
<td>Equipment</td>
</tr>
<tr>
<td>Article XXIV</td>
<td>Savings Clause</td>
</tr>
<tr>
<td>Article XXV</td>
<td>Duration</td>
</tr>
<tr>
<td>Appendix A</td>
<td>2005 Hourly Rate Schedule</td>
</tr>
<tr>
<td></td>
<td>2006 Hourly Rate Schedule</td>
</tr>
<tr>
<td></td>
<td>2007 Hourly Rate Schedule</td>
</tr>
<tr>
<td></td>
<td>2008 Hourly Rate Schedule</td>
</tr>
</tbody>
</table>
AGREEMENT

Section 1:

This agreement made effective the 1st day of January 2005 by and between the Town of Niagara, hereinafter referred to as the “employer”, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union by the Town of Niagara Employee Unit, Local 832, hereinafter referred to as the “CSEA”.

Section 2: Definitions

1. “Calendar Year” is the period of time beginning January 1 and ending December 31.

2. “Seniority” shall be defined as the length of continuous service from the last date of hire.

3. “Employee employment year” is a 12-month period calculated annually, for continuous service, from the last day of original hire to a full-time, permanent position.

4. “Full-time, permanent employee” refers to employees whose normal work schedule requires that he/she works full time (40 hours for maintenance employees and patrolmen, 37.5 hours for clerical employees) for 52 weeks during a calendar year and have successfully served a probationary period for the position in which he/she is employed.

5. “Part-time employee” refers to employees whose normal work schedule requires that he/she works less than 20 hours per week, except clerical 18 ¾ hours per week.

6. “Temporary employee” refers to an employee who works less than eight weeks during any calendar year or replaces a full-time permanent employee while the full-time, permanent employee is on a leave of absence with or without pay.

7. “Probationary Employees” – A new employee shall obtain seniority and benefits after the successful completion of a probationary period of six calendar months from the last date of hire. An employee shall be subject to discharge, with or without cause, subject to the provisions of the New York State Civil Service Law. Upon completion of the probationary period, seniority and benefits shall be retroactive to the last date of hire. A probationary employee shall have no rights under the terms of this agreement.

8. “Trial period” refers to an existing full-time, permanent employee who is serving an eight-week trial period as a result of a promotion or transfer to a new position. The employee may be reassigned to that former position during the trial period, either at the employee’s request or at the employer’s request.

9. “Seasonal employee” refers to an employee in a position for less that 160 calendar days in any calendar year.

10. “Anniversary date” is the employee’s original date of hire to a full-time permanent position.
11. "Employee’s not covered" – A probationary, part-time, temporary and seasonal employee shall have no rights under the terms of this agreement.

WHEREAS, it is the intent and purpose of the parties, to set forth herein the basic Agreement covering Wages, Terms and Conditions of Employment to be observed by the parties hereto:

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE I
RECOGNITION

Section 1:

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO is recognized by the Town of Niagara as the exclusive agent under the Taylor Law for all full-time, hourly paid employees. Excluded are town officials, managerial/confidential employees, part-time, seasonal, temporary and probationary employees.

Union employees shall be divided into the following general categories within this contract for the purpose of clarification.

A. Clerical Employees
   Account Clerk
   Account Clerk Typist
   Clerk
   Principal Account Clerk
   Typist
   Confidential Secretary/Police

B. Maintenance Employees
   Heavy Equipment Operator
   Laborer
   Motor Equipment Operator
   Truck Driver
   Water Maintenance Man
   General Laborer
   Grounds person
   Water Maintenance Man II

C. Patrolman

Section 2:

The employer agrees that any new classification of title created within the bargaining unit shall be sent, in writing to the CSEA Unit President within ten (10) working days of creation of the position. The employer will also notify the CSEA of the proposed rate structure for the new title. In the event that CSEA does not agree to the proposed rate structure within ten (10) working days after the employer’s notification to the CSEA Unit President, the employer and CSEA will meet to discuss bargaining unit placement and salary of the new position.
ARTICLE II
UNION SECURITY AND CHECKOFF

Section 1:

The Civil Service Employees Association, Inc., (CSEA), having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from wage or salary of employees of said bargaining unit who are not members of the CSEA, the amount equivalent to the dues levied by the CSEA. The employer shall make such deductions and transmit the amount so deducted along with a listing of such employees to the CSEA, 143 Washington Avenue, Albany, New York 12210. This provision shall not pertain to those employees who are not covered pursuant to Section 2, Definitions, item 11.

Section 2:

The employer, within thirty (30) days after the end of each pay period, shall furnish the Union with a list of names, work locations and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated their employment with the Town of Niagara.

ARTICLE III
RIGHTS OF THE UNION

Section 1:

Union Stewards, with authorization of the immediate supervisor, during working hours, without loss of pay or time, may investigate and process grievances in accordance with grievance procedure. Authorization shall not be unreasonably withheld.

Section 2:

The CSEA President [or] his designated representative will be authorized to use up to seven (7) days leave with pay, per year, for attending CSEA Conferences or Conventions on a Statewide basis. Requests for such attendance must be made fourteen (14) days prior to the effective leave date.

Section 3:

The employer shall provide a suitable bulletin board in each major work area for use of the Union. Only documents, notices and information pertaining to Union business shall be placed on the bulletin boards.

All other material must be approved by the Department Head before it can be posted. No material of a political or scandalous nature may be posted.

Section 4:

The employer agrees to make available space at the Town Hall, or other suitable room for CSEA meetings. Upon prior notification by the CSEA Unit President to the Town Clerk, CSEA will be allowed to use the conference room, unless to do so would seriously
interfere with the operating needs of the employer, or cause additional cost or undue inconvenience to the employer.

ARTICLE IV
RIGHTS OF MANAGEMENT

Except as expressly limited by other provisions of this Agreement, all of the authority, right and responsibility possessed by the Board are retained by it, including, but not limited to, the right to determine the missions, purposes, objectives and policies of the Board, to determine the facilities, methods, means and number of personnel required to conduct Board programs; selection, recruitment, hiring, appraisal, training, retention, promotions, assignments, or transfer of employees pursuant to the law; to direct, deploy and utilize the workforce; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing employees in accordance with law and the provisions of this Agreement.

The Town of Niagara reserves the right to utilize outside contractors to provide services to the Town of Niagara especially in areas where they utilized outside contractors in prior years or where the outside services are better able to provide the service in lieu of Town employees. It is not the intent of this Section to replace current employees by the use of outside contractors or services.

ARTICLE V
HOURS OF WORK

Section 1:

The normal workday for maintenance employees shall not exceed eight (8) hours, not including meal periods.

The normal workday for clerical employees shall not exceed seven and one-half (7 1/2) hours, not including meal periods.

The normal workday for patrolmen shall not exceed eight (8) hours including meal periods.

Section 2:

The normal workweek for maintenance employees shall consist of forty (40) hours of five (5) normal workdays, Monday through Friday. The workday for maintenance employees shall commence at 7 A.M. each day and shall end at 3:30 P.M. each day, with a half-hour unpaid lunch at the midpoint of each workday.

Between November and March, upon one workweek's notice by the employer, the employee may be assigned to an alternative workweek. It is understood that if the alternative workweek includes work on Sunday, those hours will be paid at one and one-half times the normal rate.
Section 3:

The normal workweek for clerical employees shall consist of Thirty seven and one half (37.5) hours of five (5) normal workdays, Monday through Friday, with a one hour unpaid lunch period at the midpoint of each workday. The workday for clerical/para-professional employees shall commence at 8:30 A.M. each day and end at 5:00 P.M. each day.

The employer shall have the authority to change the hour parameter of the workday (8:30 A.M. – 5:00 P.M.) in order to coincide with any change in the normal daily office hours of the Town Hall as long as the employer does not exceed the hours established for the normal workday contained in this Section 3.

Section 4:

The employer may enact summer hours during the months of June, July and August for all departments, with one week’s written notice to the employees. In the event that CSEA does not agree with the change within one week after the employer’s notification to the employees, the employer and CSEA will meet to discuss the issue.

ARTICLE VI
OVERTIME

Section 1:

All hourly employees shall be entitled to overtime in accordance with the 1974 Federal Wage and Hourly Law effective May 1, 1974 as amended.

Section 2:

All policemen on an hourly basis will be entitled to the same overtime benefits as employees in other Departments, (time and one-half for all hours over forty).

Section 3:

In the event a Department Head determines and requests that a regular full time employee is needed for overtime work, the Department Head shall notify the employee of the assignment as early as possible during the regular workday. It is the responsibility of the Department Head to determine when overtime assignments for a regular full time employee may be necessary.

In the event a regular full time employee is requested to work overtime, the employee with the least amount of overtime hours worked will be requested to work provided the employee is qualified to do the job in accordance with the needs of the Department. The Department Head shall keep a record of all overtime hours worked by the regular full-time employees, and such records shall be available for review by the Union upon reasonable notice.
Section 4:

Authorized court duty performed by a regular full-time patrolman outside of his regular working hours of an eight-hour workday, or a forty (40) hour workweek shall be paid at a rate of time and one-half his regular rate of pay for all hours of actual duty.

Section 5:

Vacation, Personal, Sick Time and Holidays shall count as time worked, for the computation of overtime pay. An employee working more than eight (8) hours during any shift or 40 hours in a workweek shall be entitled to overtime pay following the eighth hour.

Section 6: Call Back Pay

In the event a full-time, permanent employee is called back to work after leaving his place of employment, he shall receive a guarantee of four hour’s pay or pay for the actual hours worked if beyond the four-hour guaranteed period. In the event the callback is for simple connect, disconnect, turning a valve, or like job requiring less than one hour of work time, the employee shall receive a minimum guarantee period of two hours.

In the event the callback time, as worked, exceeds or is in excess of actual 40 hours worked, those hours shall be paid at one and one-half times of normal rate.

Section 7: Shift Differential/Patrolman

Patrolmen who work the second shift shall receive a shift differential of $.40 cents per hour for each hour or part thereof worked. Patrolmen who work the third shift shall receive a shift differential of $.45 cents per hour for each hour or part thereof worked.

For the purpose of this section, the hour parameter for shifts shall be defined as:

- First Shift - 8 a.m. – 4 p.m.
- Second Shift - 4 p.m. – 12 a.m.
- Third Shift - 12 a.m. – 8 a.m.
- C Shift - 7 p.m. – 3 a.m.

The patrolmen working the C shift shall receive the second shift differential pay rate for the first five hours of each workday and the third-shift differential pay rate for the last three hours of each workday.

Effective January 1, 1993

- Second Shift - $.40 cents per hour
- Third Shift - $.45 cents per hour
ARTICLE VII
LONGEVITY PAY

Section 1:

Employees hired before 1/1/83, upon receiving a favorable evaluation, shall continue to receive the following non-accumulated longevity increment:

Upon completion of one (1) year - $25.00
Upon completion of two (2) years - $50.00
Upon completion of three (3) years - $75.00
Upon completion of four (4) years - $100.00

Section 2:

All employees upon receiving a favorable evaluation, shall receive the following longevity increment:

Upon completion of five (5) years - $175.00
Upon completion of ten (10) years - $200.00
Upon completion of fifteen (15) years - $225.00
Upon completion of twenty (20) years - $250.00

Section 3: Effective 1992 Calendar Year

Evaluations for performance shall be performed within 30 days of the employee's anniversary date. Payments for acceptable evaluations shall be made during the last pay period before Christmas of each calendar year.

ARTICLE VII
WAGES

Section 1:

Each employee covered under this agreement shall be paid pursuant to Appendices A which is attached to and made part of this agreement.

Section 2:

All new employees covered by this Agreement shall receive the probationary rate of pay for the position to which they have been appointed during their period of probation. Upon completion of the probationary period, the employee shall be compensated at the regular Step 1 rate of pay for the title the employee encumbers and shall thereafter advance one additional step upon completion of each additional year of service until he/she reaches the top step.

Section 3:

In the event an employee is assigned to work out of title the senior employee who is assigned to work out of title and perform the responsibilities and duties of the job
classification that is normally compensated at a higher rate of pay shall receive the higher rate of pay after completion of four (4) hours, for all hours worked.

Section 4:

The employer shall allow employee’s two fifteen (15) minute rest periods during a normal workday. Any rest periods taken in excess of the rest periods listed in this section shall be considered unauthorized leave of absence and shall be grounds for disciplinary action.

The first rest period shall not be taken prior to the first hour of the normal work shift. The second rest period shall be taken prior to the last hour of the normal work shift. Rest periods shall not be combined with a lunch period.

Section 5:

The Town Board shall establish the rate (s) for lead person; Sanitation, Sewer, Water, Water with Certification at the annual re-organizational meetings. Appointments will be made by the Town Board and the employee (s) will serve at the discretion of management.

The current rates may be adjusted by the Town Board at the annual re-organizational meeting, however, in no event shall the current rates be reduced.

All reference to Leadman in Appendix A shall be deleted; reference Section 5 above.

ARTICLE IX
HOLIDAYS

Section 1:

All regular full time employees shall receive the following holidays with pay:

- NEW YEARS DAY
- MARTIN LUTHER KING DAY
- PATRIOTS DAY
- GOOD FRIDAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- COLUMBUS DAY
- VETERAN’S DAY
- THANKSGIVING DAY
- FRIDAY AFTER THANKSGIVING
- DAY BEFORE CHRISTMAS
- CHRISTMAS DAY
- DAY BEFORE NEW YEAR’S DAY
- EMPLOYEE’S BIRTHDAY

Section 2:

In the event two (2) Holidays fall on the same day (ex. birthday), the employee shall be allowed a compensatory day off with pay at a future date. Such additional compensatory day shall be scheduled by mutual agreement between the employee and the Department Head.

If a Holiday falls on a Saturday, the preceding Friday shall be observed. If the Holiday falls on a Sunday, the succeeding Monday shall be observed.
Section 3:
If an employee, who works on an hourly rate is required to work a Holiday, the employee shall receive Holiday pay plus another one and one-half (1 ½) day’s pay. Assignment of Holiday work shall be determined by the Department Head.

Section 4:
For an employee to receive Holiday pay for any Holiday, it will be necessary for the employee to work the regularly scheduled day before and after said holiday except where such absence is caused by emergency illness, verified by a Doctor’s statement.

ARTICLE X
VACATIONS

Section 1:
The employees hired prior to January 1, 1981, shall be granted vacation with pay at the following rates:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Working Days per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>After one (1) year</td>
<td>10</td>
</tr>
<tr>
<td>After five (5) years</td>
<td>15</td>
</tr>
<tr>
<td>After ten (10) years</td>
<td>20</td>
</tr>
<tr>
<td>After fifteen (15)</td>
<td>22</td>
</tr>
<tr>
<td>After twenty (20)</td>
<td>28</td>
</tr>
</tbody>
</table>

Section 2:
The vacation schedule for employees hired after January 1, 1981, shall be as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Working Days per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>After one (1) year</td>
<td>5</td>
</tr>
<tr>
<td>After two (2) years</td>
<td>10</td>
</tr>
<tr>
<td>After five (5) years</td>
<td>15</td>
</tr>
<tr>
<td>After ten (10) years</td>
<td>17</td>
</tr>
<tr>
<td>After fifteen (15)</td>
<td>20</td>
</tr>
<tr>
<td>After twenty (20)</td>
<td>25</td>
</tr>
</tbody>
</table>

Section 3:
All vacation time must be used during the employee’s employment year following the entitlement date except in the case of an emergency. In case of an emergency an employee may request to carry over vacation time. Requests to carry over vacation time must be submitted to the Town Manager, a minimum of 30 calendar days prior to the end of the employee’s employment year. Requests will be granted at the discretion of the Town Manager. An employee may be authorized to carry over into the next vacation year not more than two weeks vacation credit.
Section 4:

Vacation schedules for all employees will be posted within the different Departments as soon as possible after February 15, of any given year and the Department Head shall assign the vacation periods according to preference of the employees based on choice by seniority.

Section 5:

Upon an employee’s retirement, separation, or in the event of death, the employee or their estate shall receive payment for any unused vacation accrued by the employee.

Section 6:

All vacation time must be used during the year following the entitlement date except, in the case of an emergency, and a vacation leave cannot be scheduled, an employee may be authorized to carry over into the next vacation year, not more than two (2) weeks vacation credits. A work week shall be considered five (5) working days. A vacation week shall be equivalent to a work week.

ARTICLE XI
SICK LEAVE

Section 1:

All full-time, permanent employees currently employed shall be eligible to receive sick leave days credited at the rate of one day per month which may be accumulated up to a maximum of 180 days.

Authorized absence due to sickness shall not be computed on less than a two (2) hour basis.

Section 2:

Probationary employees shall not be entitled to Sick Leave or Personal Leave days. After completing their probationary period, they shall be eligible to receive such benefits as outlined under the provisions of this Agreement.

Section 3:

In order that absence of personal illness may be charged to sick leave, an employee must call in to the Town’s receptionist or report to his Department Head within one (1) hour prior to the start of the working day.

Section 4:

In order to qualify for sick leave pay, proof of disability must be provided by the employee when requested. Sick leave may be used for illness, disability or injury of the employee and/or appointments with Doctors, Dentists, or other professional medical practitioners.
Section 5:

This section shall in no way restrict the right of the employer to have any employee examined by a Town appointed Physician, nor the right to require a Physician’s Certificate from an employee after the first day of absence where there are indications or records of sick leave abuses.

Section 6: Extension of Sick Leave

After all credits (sick leave, vacation and personal days) have been exhausted, the employer may grant an extension of sick leave to an employee at half pay for a maximum period of six months. To qualify for this, an employee must have a permanent appointment of three years or more.

Periodic proof of continuing illness may be required.

Section 7:

Each employee covered under this agreement who has accumulated one hundred and eighty (180) days of sick leave shall receive one (1) day’s pay for every five (5) days of sick leave which the employee could have accumulated had he/she not accrued the maximum sick leave days set forth in Section 1 of this Article XI.

Each eligible employee shall receive the monies due him/her on the pay day nearest his/her anniversary date of hire each year.

ARTICLE XII
PERSONAL BUSINESS LEAVE

Section 1:

An employee may be entitled to receive up to three (3) days non-accumulated, personal leave for urgent personal business each anniversary year. Personal leave may be taken in two (2) hour increments, at the beginning or end of each shift.

Section 2:

Personal Leave (Personal Business) shall be deemed to be the business of such nature that it cannot be conducted at a time other that the employee’s regularly scheduled working hours.

Section 3:

Written requests for personal days shall be made to the Department Head at least three (3) days prior to the day of leave, except in a case of an emergency. When an employee is claiming an emergency, the employer has the right to inquire as to the nature of the emergency.
Section 4:

The personal day shall not apply on the day before or the day after a Holiday unless approved by the Department Head.

Section 5:

Approval for personal leave request may be disapproved by the Department Head when the number of personal leave requests, falling on any one (1) day endangers the proper function of the Department.

ARTICLE XIII
BEREAVEMENT LEAVE

Section 1:

An employee may be granted five (5) consecutive working days at regular pay with no deductions from accumulated sick time allowance, to attend the funeral of a parent, step-parent, step-brother, or step-sister, spouse, brother, sister, child, or step-child, foster-child, mother-in-law, and father-in-law.

If additional time is needed, the employee may, upon approval of the Department head, take up to five (5) additional days to be deducted from his/her accumulated sick leave. This applies to Section 1 only.

Section 2:

An employee may be granted up to three (3) consecutive working days at regular pay for death of grandparent, brother-in-law and sister-in-law.

Section 3:

Absence due to death in the family must be reported to the employees Department Head as soon as possible, and at least by the first day of absence.

Section 4:

An employee must be scheduled to work in order to be paid for such days.

Section 5:

With the exception of Section 1, the leave shall terminate the day of the funeral. The employee must attend the funeral to be granted the allotted time off.
ARTICLE XIV
JURY DUTY

Section 1:

A regular full-time employee who has been called to Jury Duty shall be compensated by the Town of Niagara for the amount of money necessary to equal the difference between the employee’s regular pay and the compensation such employee received for Jury Duty.

A regular full-time employee excused from Jury Duty Service on any day while serving on Jury Duty shall report for work (this shall include an early dismissal). The employee shall present proof of service by a Jury Duty Notice of Summons and the amount of pay received for such service.

An employee who is summoned for Jury Duty shall be excused from work only on those days on which he reports for actual Jury Duty and shall be expected, when feasible, to perform the duties of the position of employment.

ARTICLE XV
MILITARY LEAVE

Military Leave shall be granted according to the laws of the State of New York and the United States.

ARTICLE XVI
WORKERS COMPENSATION LEAVE

Section 1:

The Employer will continue to maintain Workmen’s Compensation Insurance for all employees in the Bargaining Unit.

In the event an employee is absent from work duty due to a personal injury occurring in the course of his employment, the employee shall be paid his/her regular rate of pay during the period of such absence but not for a period longer than four (4) months. (Days allowed for such allowance due to injury must be covered as follows: suffered in the line of duty covered by Workmen’s Compensation subject to certification by a duly-qualified physician).

Section 2:

Any compensation reimbursement received during the four (4) month period so cited in Section 1 of this article will be consigned to the Town of Niagara by the insurance agency. Any reimbursement to the Town of Niagara, after four (4) month period cited in Section 1 of the Article will be assigned to the employee. Upon termination of compensation payments and all leave credits, the employee shall return to work or apply for a leave of absence, without pay.
Section 3:

The Town reserves the right to designate a Doctor to examine the employee to determine if the conditions arising out of an accident are preventing the employee from performing his duties.

Section 4:

In order to receive full pay while absent due to a compensation injury, an absence shall be charged on a prorated basis against the employee’s accumulated sick leave.

ARTICLE XVII
HEALTH INSURANCE

Section 1:

Effective January 1, 1996, the employer shall provide for all eligible employees Blue Cross Blue Shield (42/43) with rider 46 Pre-Care, 48 out-of-area hospital plan; select (60/61) with the following riders: 30 chiropractic – maximum $500, 48 out-of-area, Major Medical riders BCMM-7 FF $100.00 deductible, RX rider G $5.00 Co-Pay. The employer will pay 85% of the premium charged by the insurance carrier, except for those employees employed between 0 – 6 months, who will contribute as classified in Section 3.

Effective January 1, 1996, the employer will make available alternative health care to each employee. The plans available are: Choice Care, Community Blue II and Independent Health Silver II. The employer will pay 100% of the premium except for those employees who are classified in Section 3.

Choice Care excludes dependant children after age 19.

Section 2:

Effective January 1, 2003, the employer agrees to provide and pay 100% of the cost of the Delta Dental of New York, or an equivalent dental plan upon which representatives of the union and the employer agree each year in accordance with the type of coverage (single or family) desired by each employee.

Effective January 1, 1999, the CSEA Silver -12 Vision Plan will be added at the Composite Annual Rate.
Section 3:

All employees hired after June 1, 1981 shall be required to pay the following percentage of the premium of health insurance coverage they may be eligible to receive.

<table>
<thead>
<tr>
<th>Length of Employment</th>
<th>Employee Classification</th>
<th>Employee Contribution</th>
<th>Employer Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3 mo.</td>
<td>Original</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Probationary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 to 6 mo.</td>
<td>Original</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td></td>
<td>Probationary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 to 72 mo.</td>
<td>Full-Time</td>
<td>15%</td>
<td>85%</td>
</tr>
<tr>
<td></td>
<td>Permanent</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 4:

If an employee is covered by his or her spouse under a health insurance contract other than the Town’s contract, then that person shall not be considered as being eligible for coverage under the Town’s plan. If at some later time an employee ceases to be covered by their spouse’s health insurance contract, then that employee may be considered eligible for coverage under the Town’s plan.

Section 5:

The Town of Niagara shall under no circumstances be required to provide Health Insurance Coverage on an employee covered elsewhere, or under another health insurance (no double coverage shall be allowed). The employee shall be allowed to choose the plan that in his/her opinion is the best plan.

Section 6:

Employees sixty-five (65) years of age or older must utilize coverage under Medicare in conjunction with the Town’s plan.

Section 7:

Part A – The Town will provide Medical Health Insurance of those employees who are eligible according to the following schedule:

1. An employee who retires after 25 years of service and is 55 years old and has not reached his or her 65th birthday, he/she will be eligible to receive 100% paid medical insurance premium coverage under the single plan, or 50% of a family plan. Upon attaining the age of 65 they will be eligible for 100% premium coverage under the family plan.

2. An employee who retires after 20 years of service and is 55 years old and has not reached their 65th birthday, he/she will receive 100% paid medical
insurance premium coverage under the single plan. Upon attaining the age of 65 they will be eligible for 100% premium coverage under the family plan.

3. An employee who retires after 15 years of service and is 55 years old and has not reached their 65th birthday he/she will be eligible to receive 75% paid medical insurance premium under the single plan. Upon attaining the age of 65 they will be eligible for 75% premium coverage under the family plan.

4. An employee who retires after 10 years of service and is 55 years old and has not reached his or her 65th birthday, he/she will be eligible to receive 50% paid medical coverage under the single plan. Upon attaining the age of 65, they will be eligible for 50% premium coverage under the family plan.

Part B – Eligibility for family Plan Coverage

1. FULL COVERAGE – Both the retiree and his/her spouse must have reached their 65th birthday to be eligible for the provisions of Part A to apply.

2. PARTIAL COVERAGE – In the event the retiree’s spouse has not reached their 65th birthday and the retiree elects the Family Plan they may do so, however, the retiree will be required to pay the difference between the single plan coverage they are receiving under Part A and the family plan rates.

Part C – Eligibility for Medical Premium Coverage where an employee elects to retire prior to Age 55:

1. In the event an employee elects to retire prior to age 55 and has met the criteria in Part A above he/she will not be eligible to receive paid premium coverage either for the single plan until they reach their 65th birthday then the provisions of Part A and B will apply.

Section 8:

In an effort to continually monitor the cost and benefit levels of health care during the term of this agreement, either party may serve the other with thirty (30) days written notice for the purpose of reopening the contract for further negations limited to health care.

During such negotiations, all articles covering health care benefits shall remain in effect until new terms are mutually agreed upon. If the parties cannot mutually agree, the issue will be submitted to an independent mediator chosen by the parties in an attempt to reach resolution.

Section 9:

Any employee entitled to health insurance coverage may opt out of that benefit on the anniversary date of his or her hire date and the employee shall be entitled to a Seven Hundred and Fifty ($750.00) dollar payment for each one (1) year period, payable upon receipt of a written request to waive this coverage; and provide evidence to the Town that he or she has health insurance from another source.
ARTICLE XVIII
RETIREMENT PLAN

Section 1:

Employees covered under this contract shall be provided with New York State Retirement System Retirement Plan set forth in Section 4 of this Article XVIII for which they are eligible. Employees shall be placed in assigned Tiers in accordance with their date of hire. These Tiers with the corresponding dates of hire are established as follows:

<table>
<thead>
<tr>
<th>Date of Hire</th>
<th>Tier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hired before 7/1/73</td>
<td>Tier #1</td>
</tr>
<tr>
<td>Hired after 7/1/73</td>
<td>Tier #2</td>
</tr>
<tr>
<td>Hired after 7/1/76</td>
<td>Tier #3</td>
</tr>
<tr>
<td>Hired after 9/1/83</td>
<td>Tier #4</td>
</tr>
</tbody>
</table>

Section 2:

Employees shall also receive the following riders to the Retirement Plan:

- Section 41-j – conversion of unused sick leave to extra pension credit
- Section 60b - $20,000 Death Benefits

Section 3: (A)

Upon retirement employees shall have 100% of their unused sick leave (up to 180 days) converted to the Health Insurance Reserve Fund, to be used to pay the premium coverage of the employee’s health insurance during retirement until the fund is exhausted. Conversion shall be at the employee’s normal daily rate at the time of retirement.

Section 3: (B)

Upon retirement employees who have accumulated funds through the provisions of Article XI, Section 7 (Sick Leave) of this agreement must notify the employer to either disperse the funds through a lump-sum payout or convert it to the Health Insurance Reserve Fund to be used to pay the premium coverage of the employee’s health insurance during retirement until the fund is exhausted. Payment for unused sick leave is in addition to the use of sick leave for the purpose of Section 41-j.

Section 3: (C)

Upon the death of a retired employee, any balance of funds remaining in the employee’s Health Insurance Reserve Fund may be utilized by a spouse to continue to pay the premium coverage of the spouse’s health insurance under the retirement plan outlined in this agreement. If a spouse is not receiving coverage under the retirement plan outlined in this agreement, then the balance of funds remaining in the employee’s Health
Insurance Reserve Fund will be paid out in lump sum to the beneficiary (ies) identified in the Death Benefit Rider to the retirement plan.

Section 4:

The employer will adopt the following retirement plan.

A. Police – 384 e (effective July 1, 1994)
B. Other employees – Tier I and Tier II employees will be eligible for plan 75-I (effective January 1, 1986)
C. Co-Escalator Retirement Plan

Section 5:

In an effort to constantly monitor the cost and benefit levels of police retirement during the terms of this agreement, either party may serve the other with thirty (30) days written notice for the purpose of reopening the contract for further negotiations limited to police retirement. During such negotiations, all articles covering the police retirement shall remain in effect until new terms are mutually agreed upon. If the parties cannot mutually agree, the issue will be submitted to an independent mediator chosen by the parties in an attempt to reach resolution.

ARTICLE XIX
SETTLEMENT OF DISPUTES

Section 1: Grievance Procedure

Any grievance or dispute which may arise between the parties as to the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

Section 2: Submission of Grievance

STEP 1: Before the submission of a regular grievance, the aggrieved party must try to resolve it orally and informally with his Department Head within thirty (30) days of its occurrence.

STEP 2: If a satisfactory settlement of disposition is not made within five (5) days after the oral submission of the grievance, the employee and/or the Union may submit the grievance in writing, to the Town Supervisor or his Representative, who shall answer the same within ten (10) days.

STEP 3: If a satisfactory settlement or disposition is not made writing ten (10) days from the date of the written submission of the grievance, the employee and/or the Union may, within ten (10) days thereafter, submit the grievance with the answer of the Supervisor or his Representative, with any reply thereto, to the Town Board. The Town Board or their representative shall schedule a meeting to be held not later than two (2) weeks after the date of the receipt of the grievance and any accompanying papers. The Town Board shall, within ten (10) days thereafter, set forth, in writing, its answer to the grievance.

STEP 4: If the employee and/or the Union are not satisfied with the Town Board’s answer, they may, within ten (10) days after receipt of the answer, request the matter be
submitted to an impartial Arbitrator to be selected from a panel of at least five (5) Arbitrators mutually agreed upon by both parties. The list of Arbitrators shall be provided by the Public Employment Relations Board and processed in accordance with its accepted rules and procedure. The Arbitrator shall issue his decision within thirty (30) days after the conclusion of testimony and argument. His decision shall be binding upon the parties.

Section 3:

The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding only whether a specific Article and Section of this Agreement has been violated.

Section 4:

Failure of the Union or an employee to take any action authorized by this Article within the time limits set forth under each Step shall constitute a waiver of the right to proceed further and shall terminate the proceedings.

Section 5

Expenses for the Arbitrator’s services and the proceedings shall be borne equally by the Town and the Union.

Each grievance shall be in writing, on an approved grievance form. The approved form shall:

1. Identify the grievant.
2. The provisions of this Agreement shall be identified as to which is involved in the grievance.
3. Time and place, if known, the identity of the person responsible for causing such events or conditions sought by the grievant.
4. Reference to days shall mean working days.

ARTICLE XX
JOB POSTING PURPOSES

Section 1:

All job vacancies including newly-created titles will be fully announced and described by posting on the Town’s official bulletin board and the CSEA bulletin boards.

Section 2:

When a vacancy or vacancies exists within the Town’s employment, the Town shall post the notice of such vacancy or vacancies at all work locations of employees who may be affected by such vacancies, at least fifteen (15) calendar days prior to the date the position or positions are to be filled. The posting shall contain the title of the position or positions to be filled and the minimum qualifications required for appointment. When such postings are made as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file appropriate notice therefore with
the appointing authority, provided, however, that such notice be filed within ten (10) days following announcement of the vacancy.

Section 3:

An employee who is promoted shall receive the hourly rate established for the new title in addition to the increment already accrued by such employee.

Section 4:

The definition of the term “Seniority” shall be the length of service with the employer from the date of hire for job posting purposes.

ARTICLE XXI
JOB SECURITY

Section 1:

A full-time, permanent employee is entitled to receive all town benefits covered under this agreement.

Section 2:

All disciplinary action instituted by the Board shall be in accordance with Section 75 and 76 of the Civil Service Law and any additional rules that may be promulgated and adopted by the Town Board. All employees shall be entitled to this benefit regardless of classification.

Section 3:

Employees are to be paid bi-weekly on Friday.

Section 4:

All employees are expected to report to work dressed appropriately for their type of work and the weather that they are working in.

Section 5:

Police shall be granted uniform cleaning allowance.

ARTICLE XXII
REDUCTION IN FORCE

Section 1:

Seniority as used in this article shall be defined as the length of continuous service from the date of hire.

Continuous service shall include those periods when an employee is on active payroll and those periods when an employee is on approved leave of absence, on layoff for a period
of less than one year, or absent from and unable to perform the duties of his/her position by reason of disability resulting from an occupational injury.

The following shall be deducted from but not interrupt continuous service: Approved leaves of absence and maternity leave, except those used to accept a temporary or provisional non-bargaining unit assignment; layoffs; disciplinary suspensions totaling more than 21 working days in any 12-month period.

Resignation and re-hire within five working days shall not constitute a break in service.

Section 2:

The Employer shall furnish the Union with a seniority list within thirty (30) days of the execution of this Agreement and within thirty (30) days of January 1st of each year thereafter.

Section 3:

Prior to the layoff of any full-time, permanent employee, all seasonal, temporary, provisional, and original probationary employees shall be laid off within job titles and department. The full-time permanent employees shall be laid off by seniority within job titles and departments.

Section 4:

The laid off employees shall have the right to bump a less senior employee in a lower position within their general category of clerical, maintenance and patrolmen, providing he/she is qualified.

Section 5

The layoff of Competitive Class employees shall be governed by applicable Civil Service Law.

ARTICLE XXIII
EQUIPMENT

Section 1:

Foul Weather Equipment: The Employer will provide all full-time bargaining unit maintenance employees with raingear, winter and summer coveralls and winter boots. All used personal equipment will be returned to the Town of Niagara by the employee(s) before new equipment will be issued.

Employees issued personal equipment are responsible for the use and care of this equipment.

Eligibility: All full-time bargaining unit maintenance employees are eligible to receive foul weather equipment and safety shoes provided they are regularly scheduled for work and not on extended sick leave and/or worker’s compensation, or other extended non
work leave. This program is extended to those qualified bargaining unit employees who have met the eligibility requirements. The safety shoes will be provided annually.

In order to be eligible to receive safety shoes at no cost to the employee, he/she must have completed one (1) year of service from their date of hire.

All maintenance employees are required to wear safety shoes which are OSHA/ANSI approved, the Employer will pay 100% of the cost of the safety shoes. The Town reserves the right to determine the style and supplier of these shoes.

Replacement of Equipment: Through normal wear and tear of the personal equipment listed above the Town will replace it at no charge. However, if this equipment is damaged, stolen or misplaced through negligence of the employee, the Town may assess a replacement cost against the employee.

The use of any of the equipment listed above is limited to service performed for the Town of Niagara.

The parties reserve the right to discuss this issue further during the term of this agreement and may so do pursuant to the Labor/Management and Safety Committee.

1. (a) Prescription Safety Glasses – The Town will meet with the Union to establish procedures and guidelines for the implementation of this program. These glasses will meet OSHA standards.

(b) Uniforms for maintenance employees shall be provided beginning January 1, 1997. Details to be discussed during Labor/Management.

(c) Police Officers will continue to receive boots.

Section 2: Safety Committee

Effective within thirty (30) days of contract signing, the CSEA and the Employer will meet to formulate a Safety committee. The Safety Committee will be made up of two employees appointed by the CSEA Unit President and two employees appointed by the Employer. The four employees will meet to set up meeting schedules, future agendas and committee ground rules.

Section 3: Labor Management/Safety Committee

Statement of Purpose:

To establish a standing committee composed of equal representation by labor and management with the specific missions of resolving job related problems, disputes and misunderstandings arising out of the overall working environment, addressing the development of remedies for such issues and to help reduce the number and severity of grievances.

A. Committee Structure:

There shall be regularly scheduled monthly meetings by this committee if requested by either party. The committee shall be composed of no less that four and no more
that eight members reflecting equal representation by labor and management. All recommendations shall be communicated to the Town Supervisor and the Union President. The committee has the right to request the participation of concerned parties.

B. The committee shall also be responsible to create a healthful and safe workplace.

Make periodic inspections of the premises at least once every month.

Make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful work practices.

Review and analyze all reports of industrial injury or illness, investigate cause of same, and recommend rules and procedures for the prevention of accidents and disease and for the promotion of the health and safety of employees.

Promote health and safety education.

Accompany government inspectors and employer consultants on all surveys of the premises and participate in these inspections. Investigate worker exposure to potentially dangerous fumes, noise, dusts, etc.

Be notified by the Employer of any proposed measurement of work exposure to any potentially dangerous conditions and be involved in these measurement procedures.

Receive in writing, the identification of any potentially toxic substance to which the workers are exposed together with material safety data sheets, if any.

C. The Employer agrees to provide the committee with adequate equipment and training for measuring noises, air flow, concentration of air contaminates and other workplace hazards. Specifically, the Employer shall pay all reasonable costs of training and lost time when necessary, for the CSEA committee members.

D. The Committee shall be considered an adjunct of, and subordinate to, the regular grievance procedure. All disputes and disagreements arising under the health and safety clause of this contract, if not disposed of by the health and safety committee, shall be subject to the grievance procedure.

The Employer shall keep minutes of all meetings and provide union representatives with copies.

The Employer shall pay CSEA members of the committee at their regular rate for all time spent on committee meetings and training investigation.

ARTICLE XXIV
SAVINGS CLAUSE

Section 1:

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

Section 2:

This contract may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departures from any provisions of this Contract of the negotiating unit shall be construed as a continuing waiver of the right to enforce any provision.

Section 3:

The Town of Niagara and the Association hereby agree that this Contract constitutes the entire Agreement between the parties and that any provisions heretofore made and provided which are not specifically covered herein are rendered void.

ARTICLE XXV
DURATION

Section 1:

This agreement shall become effective as of January 1, 2005, and continue in full force and effect until December 31, 2008.

Section 2:

The parties further agree that if either party wishes to modify this agreement, they must notify the other party, in writing, 180 days prior to the expiration date of this agreement.
<table>
<thead>
<tr>
<th>TITLE</th>
<th>PROB.</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HIGHWAY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO</td>
<td>$15.92</td>
<td>$16.51</td>
<td>$17.07</td>
<td>$17.65</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>14.73</td>
<td>15.33</td>
<td>15.93</td>
<td>16.52</td>
<td></td>
</tr>
<tr>
<td>HEO</td>
<td>16.21</td>
<td>16.77</td>
<td>17.34</td>
<td>17.95</td>
<td></td>
</tr>
<tr>
<td><strong>POLICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PATROLMAN</td>
<td>16.23</td>
<td>16.83</td>
<td>17.38</td>
<td>17.98</td>
<td>$18.82</td>
</tr>
<tr>
<td><strong>WATER/SEWER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO</td>
<td>15.92</td>
<td>16.51</td>
<td>17.07</td>
<td>17.65</td>
<td></td>
</tr>
<tr>
<td>WATER MAINT.</td>
<td>15.15</td>
<td>15.72</td>
<td>16.31</td>
<td>16.91</td>
<td></td>
</tr>
<tr>
<td>WATER MAINT. II</td>
<td>15.90</td>
<td>16.48</td>
<td>17.05</td>
<td>17.64</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>14.73</td>
<td>15.33</td>
<td>15.93</td>
<td>16.52</td>
<td></td>
</tr>
<tr>
<td><strong>SANITATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO</td>
<td>15.92</td>
<td>16.51</td>
<td>17.07</td>
<td>17.65</td>
<td></td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td>15.42</td>
<td>16.01</td>
<td>16.61</td>
<td>17.21</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>15.15</td>
<td>15.72</td>
<td>16.31</td>
<td>16.91</td>
<td></td>
</tr>
<tr>
<td><strong>RECREATION</strong></td>
<td>14.28</td>
<td>14.88</td>
<td>15.48</td>
<td>16.08</td>
<td></td>
</tr>
<tr>
<td><strong>OFFICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACCT. CLERK</td>
<td>14.09</td>
<td>14.69</td>
<td>15.25</td>
<td>15.88</td>
<td></td>
</tr>
<tr>
<td>ACCT. CLERK TYP.</td>
<td>14.33</td>
<td>14.91</td>
<td>15.48</td>
<td>16.07</td>
<td></td>
</tr>
<tr>
<td>CONFIDENTIAL SEC</td>
<td>14.33</td>
<td>14.91</td>
<td>15.48</td>
<td>16.07</td>
<td></td>
</tr>
<tr>
<td>PRIN, ACCT. CLERK</td>
<td>17.24</td>
<td>17.84</td>
<td>18.40</td>
<td>19.02</td>
<td></td>
</tr>
<tr>
<td>TYPIST</td>
<td>13.90</td>
<td>14.47</td>
<td>15.07</td>
<td>15.66</td>
<td></td>
</tr>
<tr>
<td>CLERK</td>
<td>13.70</td>
<td>14.33</td>
<td>14.91</td>
<td>15.48</td>
<td></td>
</tr>
<tr>
<td>GEN. LABORER</td>
<td>14.73</td>
<td>15.33</td>
<td>15.93</td>
<td>16.52</td>
<td></td>
</tr>
</tbody>
</table>

Police Department Patrolman shall receive a Fourth Step commencing with his/her fifteenth (15th) year of service and continuing each year.

Account Clerk, Patty Cramer shall receive fifty cents ($0.50) per hour above her hourly rate as set forth in the 1988 hourly rate schedule for additional duties she performs for the Town.
APPENDIX “A”
2006 – HOURLY RATE SCHEDULE
EFFECTIVE JANUARY 1, 2004 (2.5%)

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PROB.</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRUCK DRIVER</td>
<td>15.81</td>
<td>16.41</td>
<td>17.02</td>
<td>17.64</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>15.53</td>
<td>16.11</td>
<td>16.72</td>
<td>17.33</td>
<td></td>
</tr>
<tr>
<td>WATER/Maint. II</td>
<td>16.30</td>
<td>16.90</td>
<td>17.48</td>
<td>18.08</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>15.10</td>
<td>15.71</td>
<td>16.33</td>
<td>16.94</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PROB.</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>WATER/SEWER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATER MAINT.</td>
<td>15.53</td>
<td>16.11</td>
<td>16.72</td>
<td>17.33</td>
<td></td>
</tr>
<tr>
<td>WATER MAINT. II</td>
<td>16.30</td>
<td>16.90</td>
<td>17.48</td>
<td>18.08</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>15.10</td>
<td>15.71</td>
<td>16.33</td>
<td>16.94</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PROB.</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANITATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO</td>
<td>16.32</td>
<td>16.93</td>
<td>17.50</td>
<td>18.09</td>
<td></td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td>15.81</td>
<td>16.41</td>
<td>17.02</td>
<td>17.64</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>15.53</td>
<td>16.11</td>
<td>16.72</td>
<td>17.33</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PROB.</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECREATION</td>
<td>14.64</td>
<td>15.25</td>
<td>15.87</td>
<td>16.48</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PROB.</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACCT. CLERK</td>
<td>14.44</td>
<td>15.06</td>
<td>15.63</td>
<td>16.28</td>
<td></td>
</tr>
<tr>
<td>ACCT. CLERK TYP.</td>
<td>14.69</td>
<td>15.29</td>
<td>15.87</td>
<td>16.47</td>
<td></td>
</tr>
<tr>
<td>CONFIDENTIAL SEC</td>
<td>14.69</td>
<td>15.29</td>
<td>15.87</td>
<td>16.47</td>
<td></td>
</tr>
<tr>
<td>PRIN. ACCT. CLERK</td>
<td>17.67</td>
<td>18.29</td>
<td>18.86</td>
<td>19.50</td>
<td></td>
</tr>
<tr>
<td>TYPST</td>
<td>14.25</td>
<td>14.84</td>
<td>15.44</td>
<td>16.05</td>
<td></td>
</tr>
<tr>
<td>CLERK</td>
<td>14.04</td>
<td>14.69</td>
<td>15.29</td>
<td>15.87</td>
<td></td>
</tr>
<tr>
<td>GEN. LABORER</td>
<td>15.10</td>
<td>15.71</td>
<td>16.33</td>
<td>16.94</td>
<td></td>
</tr>
</tbody>
</table>

Police Department Patrolman shall receive a Fourth Step commencing with his/her fifteenth (15th ) year of service and continuing each year.

Account Clerk, Patty Cramer shall receive fifty cents ($ .50) per hour above her hourly rate as set forth in the 1988 hourly rate schedule for additional duties she performs for the Town.
APPENDIX “A”
2007 – HOURLY RATE SCHEDULE
EFFECTIVE JANUARY 1, 2004 (3%)

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PROB.</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGHWAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO LABORER</td>
<td>15.55</td>
<td>16.19</td>
<td>16.82</td>
<td>17.45</td>
<td></td>
</tr>
<tr>
<td>HEO LABORER</td>
<td>17.11</td>
<td>17.70</td>
<td>18.31</td>
<td>18.95</td>
<td></td>
</tr>
<tr>
<td>POLICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PATROLMAN</td>
<td>17.13</td>
<td>17.77</td>
<td>18.35</td>
<td>18.99</td>
<td>$19.87</td>
</tr>
<tr>
<td>WATER/SEWER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO WATER MAINT.</td>
<td>16.81</td>
<td>17.43</td>
<td>18.03</td>
<td>18.63</td>
<td></td>
</tr>
<tr>
<td>WATER MAINT. II LABORER</td>
<td>15.55</td>
<td>16.19</td>
<td>16.82</td>
<td>17.45</td>
<td></td>
</tr>
<tr>
<td>SANITATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO</td>
<td>16.81</td>
<td>17.43</td>
<td>18.03</td>
<td>18.63</td>
<td></td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td>16.28</td>
<td>16.91</td>
<td>17.53</td>
<td>18.17</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>15.99</td>
<td>16.59</td>
<td>17.22</td>
<td>17.85</td>
<td></td>
</tr>
<tr>
<td>RECREATION</td>
<td>15.08</td>
<td>15.71</td>
<td>16.35</td>
<td>16.97</td>
<td></td>
</tr>
<tr>
<td>OFFICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACCT. CLERK</td>
<td>14.87</td>
<td>15.51</td>
<td>16.10</td>
<td>16.77</td>
<td></td>
</tr>
<tr>
<td>ACCT. CLERK TYP.</td>
<td>15.13</td>
<td>15.74</td>
<td>16.35</td>
<td>16.96</td>
<td></td>
</tr>
<tr>
<td>CONFIDENTIAL SEC</td>
<td>15.13</td>
<td>15.74</td>
<td>16.35</td>
<td>16.96</td>
<td></td>
</tr>
<tr>
<td>PRIN. ACCT. CLERK</td>
<td>18.20</td>
<td>18.83</td>
<td>19.43</td>
<td>20.08</td>
<td></td>
</tr>
<tr>
<td>TYPIST</td>
<td>14.68</td>
<td>15.28</td>
<td>15.91</td>
<td>16.53</td>
<td></td>
</tr>
<tr>
<td>CLERK</td>
<td>14.46</td>
<td>15.13</td>
<td>15.74</td>
<td>16.35</td>
<td></td>
</tr>
<tr>
<td>GEN. LABORER</td>
<td>15.55</td>
<td>16.19</td>
<td>16.82</td>
<td>17.45</td>
<td></td>
</tr>
</tbody>
</table>

Police Department Patrolman shall receive a Fourth Step commencing with his/her fifteenth (15th) year of service and continuing each year.

Account Clerk, Patty Cramer shall receive fifty cents ($0.50) per hour above her hourly rate as set fourth in the 1988 hourly rate schedule for additional duties she performs for the Town.
<table>
<thead>
<tr>
<th>TITLE</th>
<th>PROB.</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HIGHWAY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO</td>
<td>$17.48</td>
<td>$18.13</td>
<td>$18.75</td>
<td>$19.37</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>16.17</td>
<td>16.83</td>
<td>17.49</td>
<td>18.14</td>
<td></td>
</tr>
<tr>
<td>HEO</td>
<td>17.80</td>
<td>18.41</td>
<td>19.04</td>
<td>19.71</td>
<td></td>
</tr>
<tr>
<td><strong>POLICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PATROLMAN</td>
<td>$17.82</td>
<td>18.48</td>
<td>19.08</td>
<td>19.74</td>
<td>$20.66</td>
</tr>
<tr>
<td><strong>WATER/SEWER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO</td>
<td>$17.48</td>
<td>18.13</td>
<td>18.75</td>
<td>19.37</td>
<td></td>
</tr>
<tr>
<td>WATER MAINT.</td>
<td>16.63</td>
<td>17.26</td>
<td>17.91</td>
<td>18.57</td>
<td></td>
</tr>
<tr>
<td>WATER MAINT. II</td>
<td>17.46</td>
<td>18.10</td>
<td>18.73</td>
<td>19.36</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>16.17</td>
<td>16.83</td>
<td>17.49</td>
<td>18.14</td>
<td></td>
</tr>
<tr>
<td><strong>SANITATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEO</td>
<td>$17.48</td>
<td>18.13</td>
<td>18.75</td>
<td>19.37</td>
<td></td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td>16.93</td>
<td>17.58</td>
<td>18.23</td>
<td>18.89</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>16.63</td>
<td>17.26</td>
<td>17.91</td>
<td>18.57</td>
<td></td>
</tr>
<tr>
<td><strong>RECREATION</strong></td>
<td>$15.68</td>
<td>16.34</td>
<td>17.00</td>
<td>17.65</td>
<td></td>
</tr>
<tr>
<td><strong>OFFICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACCT. CLERK</td>
<td>$15.47</td>
<td>16.13</td>
<td>16.74</td>
<td>17.44</td>
<td></td>
</tr>
<tr>
<td>ACCT. CLERK TYP.</td>
<td>15.74</td>
<td>16.37</td>
<td>17.00</td>
<td>17.64</td>
<td></td>
</tr>
<tr>
<td>CONFIDENTIAL SEC</td>
<td>15.74</td>
<td>16.37</td>
<td>17.00</td>
<td>17.64</td>
<td></td>
</tr>
<tr>
<td>PRIN. ACCT. CLERK</td>
<td>18.93</td>
<td>19.59</td>
<td>20.20</td>
<td>20.89</td>
<td></td>
</tr>
<tr>
<td>TYPIST</td>
<td>15.26</td>
<td>15.89</td>
<td>16.54</td>
<td>17.19</td>
<td></td>
</tr>
<tr>
<td>CLERK</td>
<td>15.04</td>
<td>15.74</td>
<td>16.37</td>
<td>17.00</td>
<td></td>
</tr>
<tr>
<td>GEN. LABORER</td>
<td>16.17</td>
<td>16.83</td>
<td>17.49</td>
<td>18.14</td>
<td></td>
</tr>
</tbody>
</table>

Police Department Patrolman shall receive a Fourth Step commencing with his/her fifteenth (15th) year of service and continuing each year.

Account Clerk, Patty Cramer shall receive fifty cents ($0.50) per hour above her hourly rate as set fourth in the 1988 hourly rate schedule for additional duties she performs for the Town.