AGREEMENT
BETWEEN

The Town of Chenango

AND

AFSCME Local 1912-B, Council 66
AFL-CIO

January 1, 2002 through December 31, 2004

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD

NEW YORK
COUNTY AND MUNICIPAL COUNCIL 66
American Federation of State, County and Municipal Employees
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This Agreement made by and between the Town of Chenango, New York, hereinafter referred to as Employer, and Local 1912 and New York Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH:

WHEREAS, the Employer has been requested by the Employees of the Town of Chenango Highway Department to recognize the Union as its sole and exclusive bargaining agent; and,

WHEREAS, the Employer has, pursuant to the provisions of the Civil Service Law, duly adopted a resolution recognizing the Union; and,

WHEREAS, the parties hereto for the purpose of establishing wages, hours and all other terms and conditions of employment between the Employer and its employees, hereby agree as follows:

ARTICLE I
RECOGNITION

a. The Employer agrees that the Union shall be the sole and exclusive bargaining agent for all employees of the Employer in the Town of Chenango Highway Department for the term of this Agreement, excluding Probationary, Part-Time, Temporary and Seasonal Employees and the Town Highway Superintendent and Deputy Highway Superintendent.

b. For the purpose of this Agreement, Part-Time Employees shall be defined as those employed for an amount of time not to exceed 1040 hours in any one year period and hired only to supplement the regular workforce; Seasonal Employees shall be those employed between the weekend immediately preceding Memorial Day and ending on Labor Day.

ARTICLE II
MANAGEMENT RIGHTS

The Highway Superintendent of the Town of Chenango is hereby recognized to have both the legal responsibility and the sole right to manage the Highway Department of the Town of Chenango and all business and affairs associated therewith, within the pertinent provisions of the statutes of the State of New York and local laws; and, that, except as limited by the terms of this Agreement, he has the sole and exclusive right to hire, transfer, assign, promote, demote, schedule, lay-off, recall, discipline and discharge all employees and to direct them in their work and to exercise control over all Town property under the jurisdiction of its Department, provided the exercising of these rights is not in conflict with any of the provisions of this Agreement.
ARTICLE III
ORGANIZATION RIGHTS

SECTION 1. UNION MEMBERSHIP

Each employee who shall have in force and effect, a written authorization for representation by the Union. All employees shall be free to join or refrain from joining the Union.

SECTION 2. CHECK OFF OF UNION DUES

a. The Employer agrees to deduct membership dues in an amount certified by the Union upon presentation of dues deduction authorization cards provided by the Union signed by individual employees, and said deductions shall continue for the period of this Agreement or revocation by the employees in accordance with terms of the form of authorization card.

b. The aggregate total of all such deductions shall be remitted by the Town Supervisor each month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the tenth (10th) of every such month.

c. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Town Supervisor.

SECTION 3. AGENCY SHOP

a. Any present or future employee who is not a union member and who does not make application for membership shall pay to the Union each month a service charge which shall be called an agency shop fee. Such agency shop fee shall be an amount equal to the regular monthly dues of this Union for the duration of this Agreement.

b. The Employer agrees to deduct agency shop fees and remit the total of all such deductions on or before the tenth (10th) of every month to the designated financial officer of the Union together with a list of employees from whom the agency shop fees have been deducted.

SECTION 4. BULLETIN BOARDS

The Employer agrees to provide a 3'x4' bulletin board for the exclusive use of the Union to post notices and other Union information at the Town Highway Department garage.

SECTION 5. ACCESS TO PREMISES

The Employer agrees to permit representatives of the International Union, the Union Council, and the Local Union to enter the premises of the Employer, for individual discussion
of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employees; and, provided further, that the consent of the Highway Superintendent shall be obtained. The consent of the Highway Superintendent, under these circumstances, shall not be unreasonably withheld.

SECTION 6. AID TO OTHER UNIONS

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the Employer or those designated as his representatives or subordinate staff for any purpose, and that the payroll deduction of dues for any such other organization shall not be permitted.

SECTION 7. NOTIFICATION OF NEW EMPLOYEES

The Employer agrees to submit to the Union Chief Steward each month a list of new employees hired, their job classification, home addresses and whether their employment is on a probationary, provisional, permanent, temporary, seasonal or part-time basis.

ARTICLE IV
HOURS OF WORK

SECTION 1. REGULAR HOURS

The regular hours of work each day shall be consecutive.

SECTION 2. WORK WEEK AND WORK DAY

The work week shall consist of five (5) consecutive eight hour days, Monday through Friday inclusive.

SECTION 3. WORK SCHEDULE

a. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise stated elsewhere within this Agreement. Work schedules showing the employees' shifts, workdays and hours shall be posted on all department bulletin boards at all times.

b. The Highway Superintendent of the Town of Chenango shall have the right to change work schedules; however, such changes shall be discussed with the Union Chief Steward and posted at least five days before becoming effective unless the Highway Superintendent determines an emergency situation exists and during such emergency situations, changes may be made without regard to the notice or posting provisions of this section.
c. During the summer, for the purposes of paving and oil and stoning, the work week shall consist of four (4) consecutive ten (10) hour days, Monday through Thursday inclusive. The ten (10) hour work days shall be from 6:00 a.m. to 4:30 p.m. and shall be for a maximum of four (4) consecutive weeks within the period July 1st to August 31st.

SECTION 4. REST PERIODS

a. All employees' work schedules shall provide for a fifteen (15) minute rest period during the first one-half (1/2) of the work shift. The rest period shall be scheduled as close to the middle of the first one-half (1/2) of the shift as is possible.

b. Employees required to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

SECTION 5. CLEAN-UP TIME

Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.

SECTION 6. LUNCH PERIOD AND MEALS

All employees covered by this Agreement shall have a forty-five (45) minute lunch period. One-half (1/2) hour shall be unpaid and fifteen (15) minutes shall be paid.

ARTICLE V
HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED

a. The following days shall be recognized and observed as paid holidays:
   New Year's Day
   Martin Luther King's Birthday
   Good Friday
   Last work day before Memorial Day
   Memorial Day
   Independence Day
   The Friday before Labor Day

   Labor Day
   Columbus Day
   Veteran's Day
   Thanksgiving Day
   Day after Thanksgiving Day
   The Day before Christmas
   Christmas Day

b. Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the succeeding Monday shall be observed as the holiday.
SECTION 2. ELIGIBILITY REQUIREMENTS

a. Employees shall be eligible for holiday pay under the following conditions:

1.) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation or sick leave.

2.) The employee worked his last scheduled work day prior to and his first scheduled day after the holiday unless he is excused by the Employer, or he is absent for any reasonable purpose.

b. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given a lieu day for that day.

SECTION 3. HOLIDAY WORK

If an employee works on any of the holidays listed in Section 1(a) above, he shall be paid his regular hourly rate for all hours worked in addition to his holiday pay for the day which he would have been entitled.

SECTION 4. HOLIDAY HOURS FOR OVERTIME PURPOSES

For the purpose of computing overtime, all holiday hours unworked for which an employee is compensated shall be regarded as hours worked.

ARTICLE VI
VACATIONS

SECTION 1. CHOICE OF VACATION PERIOD

a. Vacations shall be granted at the time requested by the employee, subject to the needs or the staffing requirements of the Employer. However, under normal circumstances no more than one (1) employee shall be allowed vacation at any one time unless additional employees are permitted such vacation leave with the approval of the Highway Superintendent. Where limitations are placed on the number of employees who may take vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period.

b. Vacation periods shall be taken each year. Employees who do not request vacation periods prior to the end of the ninth (9th) month following the year in which the vacation was earned shall be scheduled for vacation by the Employer. The vacation shall be
scheduled within the three (3) months remaining in the year.

SECTION 2. HOLIDAY DURING VACATION PERIODS

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

SECTION 3. WORK DURING VACATION PERIOD

Under no circumstances shall an employee have to work during his vacation period unless requested by the employee. In any such case, the employee shall receive his vacation pay in addition to his regular hourly rate of pay for all hours worked.

SECTION 4. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

a. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

b. In case of death of such employee, such payment shall be made to his estate.

SECTION 5. VACATION SCHEDULE

All eligible employees covered by this Agreement shall be entitled to utilize the following consecutive vacation period upon completion of their probationary periods:

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<td>After two (2) years</td>
<td>Ten (10)</td>
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<td>After eight (8) years</td>
<td>Fifteen (15)</td>
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<td>After thirteen (13) years</td>
<td>Twenty (20)</td>
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<td>After seventeen (17) years</td>
<td>Twenty-five (25)</td>
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ARTICLE VII
SICK LEAVE

SECTION 1. ALLOWANCES

a. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, is quarantined by the Health Authorities, or must make medical visits which cannot be scheduled during non-working hours as a result of any illness or injury, shall receive sick leave with pay.

b. Employees shall be eligible for sick leave after thirty (30) days service with the
c. Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than forty (40) hours of work. Sick Leave will not be credited to an employee until the last day of the month in which it was earned.

d. An employee may be required by the Employer to produce a doctor’s certificate after two (2) consecutive days of sickness or disability.

e. All time for which an employee is credited with sick leave shall be considered as time worked.

f. All employees shall be allowed to use two (2) personal days on an hourly basis to be deducted from accumulated sick leave. Except for an emergency, a twenty-four (24) hour notice shall be required.

g. In the event of serious incapacitating sickness of spouse, mother, father, children, father-in-law, mother-in-law, sister, brother of any employee, the employee shall be granted up to three (3) days leave of absence with full pay charged to accrued sick leave.

h. In order to be eligible for sick leave an employee must call in no later than 15 minutes prior to the start of their shift.

SECTION 2. ACCUMULATION

Employees shall start to earn sick leave from their date of hire, and they shall continue to accumulate sick leave as long as they are in the service of the Employer to a maximum of one hundred and sixty-five (165) days.

SECTION 3. ACCUMULATED UNUSED SICK LEAVE

Employees shall, in accordance with Section 41J of the New York State Employees Retirement System, be permitted to apply all of their accumulated unused sick leave credits to their retirement.

SECTION 4. ABSENCE DUE TO INJURY AND WORKER'S COMPENSATION

a. The employer shall provide Worker's Compensation coverage to all employees in accordance with Worker's Compensation Law of the State of New York.

b. Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who received Worker's Compensation benefits, shall receive a supplemental sum equal to the benefits, but such supplemental sum
shall be deducted from sick leave credits or accrued vacation leave, but only to the extent of sick leave and vacation credits earned as of the date of injury. If sick leave and vacation time have been exhausted under this provision the employee will not be entitled to additional benefits, except as may be available to him under Article XI of this Agreement or the Worker's Compensation Law.

ARTICLE VIII
LEAVES OF ABSENCE

SECTION 1. ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence after six (6) months service with the Employer for reasonable purposes. The Employer shall have the exclusive right to grant or deny leaves. The maximum period for leave time shall not exceed ninety (90) days.

SECTION 2. APPLICATION FOR LEAVES

a. Any request for a leave of absence shall be submitted in writing by the employee to his Superintendent of Highways. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

b. Any request for a leave of absence shall be answered promptly and in writing by the Superintendent.

c. In addition to accruing seniority while on any paid or unpaid leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested, provided that the employee involved advises the Employer of his intention to return to work within thirty (30) days of the date of scheduled return.

ARTICLE IX
PAID LEAVES

SECTION 1. BEREAVEMENT LEAVE

a. In the event of death of spouse, mother, father, children, father-in-law, mother-in-law, sister or brother of any employee, the employee shall be granted a three (3) days' leave of absence with full pay to make household adjustments, arrangements or to attend Funeral Services.

b. In addition to the three (3) day bereavement leave, employees may be granted an additional day of bereavement leave to attend the funeral due to extenuating circumstances,
but such additional leave will be charged to accrued leave time (i.e. sick leave, vacation).

c. One (1) day with regular pay (if applicable) will be allowed as bereavement leave for an employee's brother-in-law, sister-in-law, or spouse's grandparents.

SECTION 2. JURY DUTY

Employees shall be paid their regular pay for jury duty or jury service, except for mileage pay, which shall be retained by the employee.

SECTION 3. CIVIC DUTY

Employees required by law to appear before a Court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for the period necessary.

SECTION 4. MILITARY SERVICE LEAVE

Every employee shall be paid his salary or other compensation as such employee for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not exceeding a total of thirty (30) days in any one calendar year and not exceeding thirty (30) days in any one continuous period of such absence.

ARTICLE X
WAGES AND CLASSIFICATIONS

SECTION 1. WAGE SCHEDULE AND CLASSIFICATION

a. Employees shall be compensated in accordance with the wage schedule established in negotiations effective January 1, 2002 attached to this Agreement and marked Appendix "A". All new employees hired after January 1, 1994 shall be compensated at a rate of 85% of the job rate for the first year of continuous employment. All such employees shall be compensated at a rate of 90% of the job rate for the second year of continuous employment. All such employees shall be compensated at a rate of 100% of the full rate for the third year of continuous employment. Employees promoted shall not be considered new hires.

b. When any position not listed on the wage schedule established or the specifications of any existing position are materially changed, the Employer after consultation with the Union, may designate a job classification or new specification and rate structure for the position. In the event the Union does not agree that the classification and/or specifications are proper, then the matter shall be subject to the grievance procedure. Any dispute over the wage rate for the job shall be subject to the impasse procedures of the Public
Employment Relations Board.

SECTION 2. PAY PERIOD

The salaries and wages of employees shall be paid on the same day every other week. In the event this day is a holiday, the preceding day shall be the pay day. The regular pay day shall be Wednesday.

SECTION 3. LONGEVITY SERVICE PAY

Each employee covered by this Agreement shall receive longevity service pay in the amount of four hundred dollars ($400.00) a year upon the completion of five (5) years of continuous employment, seven hundred dollars ($700.00) a year upon completion of ten (10) years of continuous employment, one thousand dollars ($1000.00) a year upon completion of fifteen (15) years of continuous employment, which shall be paid in the first pay period of June, in the year in which the employee reaches his fifth anniversary and each year thereafter.

ARTICLE XI
NEW YORK STATE DISABILITY

a. The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of this Agreement.

b. Employees shall receive a supplemental sum equal to the difference between their wages and their Disability Benefits, but such supplemental sum shall be deducted from sick leave credits or accumulated vacation leave, but only to the extent of sick leave and/or vacation credits earned as of the date of the injury. If sick leave and vacation time has been exhausted under this provision, the employees will not be entitled to additional supplemental benefits except if any be available to him under article 7 of this Agreement or the disability benefits law.

ARTICLE XII
HOSPITALIZATION AND MEDICAL BENEFITS

a. The Employer agrees to provide 100% of the cost of hospitalization and medical coverage for the employee and his dependents provided under the Central New York Region-wide Plan Option II subject to the employee contributions denoted below. In addition to the foregoing Plan the Employer agrees to provide, at its own expense, all other items to the extent or benefit level provided in the Central New York Region-wide Plan Option II (with drug rider) in effect as of January 1, 1990. All other items include but is not limited to elective sterilization, annual physical, voluntary ambulance, $5.00 co-pay drug prescription card on generic drug prescriptions/$10.00 co-pay drug prescription card on brand name drug prescriptions, chiropractic services, doctor's office speech therapy and in-patient alcoholism
treatment. It is the intent of this provision that the Employer shall provide identical benefits to those contained in the Central New York Region-wide Plan Option II (with drug rider) in effect as of January 1, 1990. The Employer shall have the right to change health carriers or self insure provided all health benefits are equal.

Furthermore the Employer agrees to provide 100% of the cost of dental coverage for the employee and his dependents provided under the Blue Cross Blue Shield of Central New York Schedule B Plan in effect as of January 1, 2002.

Employees shall contribute 10% of the premium cost of hospitalization and medical coverage to a $20.00 bi-weekly (every other week) maximum on a family plan and to a $10.00 bi-weekly (every other week) maximum on an individual plan for continued hospitalization and medical coverage for himself and his dependents with the Employer paying the balance.

Employees hired on or after January 1, 1999 shall contribute 20% of the premium cost of hospitalization, medical and dental coverage on a family plan or individual plan with the Employer paying the balance. Effective January 1, 2000 employees hired on or after January 1, 1999 shall contribute 25% of the premium cost of hospitalization, medical and dental coverage on a family plan or individual plan with the Employer paying the balance.

b. The Employer also agrees that this coverage shall also apply to all employees hired before December 31, 1987, and eligible dependents where such employee retires from the employment of the Employer after ten years of service under the retirement plan maintained by the Employer, until such time as the employee is deceased.

This coverage shall also apply to all employees and eligible dependents, hired after the effective date of this agreement, December 31, 1987, where such employees retire from the employment with the Employer after 20 years of service under the retirement plan maintained by the Employer, until such time as the employee is deceased.

c. The hospitalization and medical provisions of this Agreement shall be available for all employees covered by this Agreement who have completed one hundred eighty (180) days of employment with the Employer.

d. The Town shall pay each eligible employee who elects not to participate in the Town of Chenango hospitalization, medical and dental plan as provided under this Agreement, a payment of thirty-five percent (35%) of the premium due for such coverage. The payment shall be on a pro-rated quarterly basis each year.

In order to voluntarily waive his/her right to Town paid hospitalization, medical and dental coverage, the employee must (a) document proof of other coverage either by a copy of an insurance identification card or by a written statement of the plan administrator, and (b) execute a Waiver of Participation form supplied by the employer.
Any employee who elects this alternative to the Town’s hospitalization, medical and dental plan shall inform the Town in writing at which time he or she must execute a Waiver of Participation in the Town’s Hospitalization and Medical Plan.

Should an employee desire coverage in the future, such employee will be required to furnish Evidence of Insurability satisfactory to the Plan Administrator. No coverage will be effective until all required medical information is received and reviewed by the Plan Administrator. Notwithstanding the above, such coverage shall only be available to an employee: (1) during the annual open enrollment period, or (2) upon proof of a change in family status as defined in the plan document.

ARTICLE XIII
RETIREMENT PLAN

The Employer agrees to provide coverage for all employees hired prior to July 1, 1976, under Plan 75(i) of the New York State Retirement System which provides for twenty-five (25) years half pay retirement at no cost to the employee. Employees hired after July 1, 1976, shall be subject to the Coordinated-Escalator Retirement Plan (CO-ESC) enacted by the New York State Legislature in its 1976 session. Since this program is less easily defined than 75(i), the Employer will provide each affected employee with information explaining CO-ESC.

ARTICLE XIV
LIFE INSURANCE COVERAGE

The Employer agrees to provide for the term of this Agreement for all Tier I Employees, the death benefit rider provided under 60(b) of the New York State Retirement Plan. For all Employees in Tier II, Tier III and Tier IV the standard death benefit contained in the statute applies.

ARTICLE XV
REPORTING TIME

SECTION 1. SHOW-UP TIME

a. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work.

b. If, upon reporting for work, the employee is excused from duty for whatever the reason, he shall be paid at his regular rate for four (4) hours work.

c. Show up time shall be given only during regular working hours and not on
SECTION 2. CALL TIME

a. Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2).

b. He shall be paid from the time he punches the time clock and the time clock shall be used for all employees on regular, overtime, emergency hours, at all times in and out.

c. If the call time work assignment and the employee’s regular shift overlap, the employee shall be paid the call time rate of time and one-half (1-1/2) until he reaches his regular starting time. The employee shall then be paid for the balance of his regular work shift at the appropriate rate.

d. Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or anytime thereafter.

SECTION 3. OVERTIME EATING PERIODS

Any employee required to work four (4) hours of overtime following his regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime. Under the provisions of this section, the Employer will provide a $5.00 meal ticket after twelve (12) hours of continuous work.

SECTION 4. DISTRIBUTION OF OVERTIME

a. Overtime work shall be distributed equally to employees working within the same job classification within a department or unit sub-division. The distribution of overtime shall be equalized over each four (4) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement.

b. On each occasion, the opportunity to work overtime shall be offered to the employee within job classifications who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

c. A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.
SECTION 5. OVERTIME WORK

An employee will be required to work overtime on a given day if notified before 12:00 noon on a given day and before 12:00 noon on Friday for work on Saturday or Sunday, otherwise overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime; this provision does not apply, however, to emergency situations as determined by the Employer. If overtime is refused it shall be counted against him for distribution purposes.

SECTION 6. OVERTIME PAY

All overtime work shall be paid for promptly, no later than the next regular payroll check. Under no circumstances shall compensatory time be considered a manner of payment for overtime work or for any other reason, unless the employee requests compensatory time and the Employer consents thereto.

SECTION 7. PREMIUM RATE OF PAY

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day; all work performed in excess of forty (40) hours in any work week; all work performed before or after any scheduled work shift; and all work performed on Saturday and Sunday.

ARTICLE XVI
SENIORITY

SECTION 1. DEFINITION

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

SECTION 2. PROBATION PERIOD

All new full-time employees hired shall be considered as probationary employees for the first one hundred eighty (180) days of their employment. When an employee completes his probationary period, he shall be entered on the seniority list. There shall be no seniority among probationary employees. Upon completion of the probationary period, an employee shall be entitled to receive all benefits afforded to all regular full-time employees. Hours served on a part-time basis shall not count towards the probationary period of time.

SECTION 3. SENIORITY LISTS

The Employer shall maintain and post on the department bulletin board a current
bargaining unit seniority list. Whenever a change occurs in the bargaining unit, the Employer shall update and repost the list providing a copy to the Local Union Unit Chairman of the updated list. The seniority list will show the names, addresses, job titles and dates of hire of all employees in the unit.

SECTION 4. BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge for any just cause, and retirement. However, if an employee is rehired in any capacity within one (1) year, the break in continuous service shall be removed from his record.

ARTICLE XVII
WORK FORCE CHANGES

SECTION 1. PROMOTIONS AND FILLING OF VACANCIES

a. The term promotion, as used in this provision, means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

b. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation as defined below, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than five (5) work days.

c. During this period, employees who wish to apply for the open position including employees on layoff may do so. The application shall be in writing and it shall be submitted to the Town Highway Superintendent.

d. The Employer shall fill such job openings or vacancies from among those employees who have applied, who meet the standards of the job requirements, as specified in Broome County Civil Service Job Duty description except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by the Employer on the basis of seniority and qualifications. If a Civil Service examination is required by the Civil Service Department of the County of Broome in order to fill a vacant position, the employee shall be required to pass the examination to hold such position. However, should there be no list of eligibility established by the Civil Service Department, then a provisional appointment to the vacant position shall be made in accordance with this article. It is understood that no present employee will be required to take an examination as a condition of retaining his present job.
SECTION 2. TEMPORARY JOB OPENINGS

a. Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or leave of absence or for any other reason.

b. Temporary job openings shall be filled by Employer assignment or re-assignment on the basis of seniority and qualifications before a new or temporary employee is hired.

c. Employees assigned to temporary job openings for a minimum of four (4) hours in a given day shall be paid the wage rate established for the job or their own wage rate, whichever is higher.

SECTION 3. DEMOTIONS

a. The term demotion, as used in this provision, means the reassignment not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

b. Demotions shall be made only for incompetence and to avoid laying off employees. In any case involving demotion other than for incompetence, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff.

SECTION 4. LAYOFF

a. In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority, subject only to the Veteran's Law of New York State.

b. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff with a copy of the notification sent to the Local Union Unit Chairman.

SECTION 5. BUMPING

When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps, and is able to perform the work with minimal training.

SECTION 6. RECALL

a. When the working force is increased after a layoff, employees will be recalled by classification according to seniority. Notice of recall shall be sent to the employee at his last
known address by registered mail.

b. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of layoff or a period equal to his seniority, whichever is greater. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

c. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

ARTICLE XVIII
DISCIPLINE AND DISCHARGE

a. The Employer shall not discipline or discharge any employee without just cause. Insubordination, theft, failure to obey a reasonable order, abuse of sick leave, dishonesty and/or drinking on the job in connection with employment and/or violation of the Town of Chenango's Safety Manual dated September 1993 or the Town of Chenango's Drug and Alcohol Testing Policy of January 1996 may be grounds for discipline or discharge. If an employee feels any disciplinary action taken against him or a discharge has been without just cause, he may resort to the grievance procedure as hereinafter provided.

b. A disciplinary action or measures shall include only the following which shall not be necessarily in the order below:
   Written reprimand
   Suspension
   Discharge

c. When any disciplinary action above is imposed upon or is pending against an employee; then the Employer shall notify the employee and the Union Unit Chairman in writing of the charges immediately after or prior to the disciplinary action to be taken. The Union may process the matter as a grievance at the second (2nd) step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party, except where an employee is subject to Section 75 of the Civil Service law. In any such case, any hearing provided for shall be accomplished through the arbitration procedure, and all such hearings shall be conducted in private, with no public release made until a final determination is made.

d. Any employee found to be unjustly reprimanded, suspended, or discharged, or his penalty reduced, shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

e. In any case where the Employer has reason to orally reprimand an employee,
when feasible it shall be done in a manner that will not unduly embarrass the employee before any other employee or the public.

ARTICLE XIX
SETTLEMENT OF DISPUTES

SECTION 1. GRIEVANCES

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

STEP 1. The Union Unit Chairman or his designee, with or without the employee, shall take up the grievance or dispute with the Highway Superintendent within ten (10) work days of its occurrence; if at any time the Union Unit Chairman or his designee is unaware of the grievance, he shall take it up within ten (10) work days of his knowledge of its occurrence. The Highway Superintendent shall, to such extent as he may deem appropriate, consult with his superiors. The discussion and resolution of grievances at the first step shall be on an oral and informal basis. If such grievance is not satisfactorily resolved at the first step within three (3) work days from the day such grievance was discussed, then the matter shall be positioned for Step 2.

STEP 2. The Union Unit Chairman or his designee shall present the grievance in writing on a form supplied by the Union to the Town Supervisor, which may be submitted in person or by mail directed to the Town Hall, within five (5) work days after the unsatisfactory answer is received from the Highway Superintendent. It shall contain a statement setting forth the nature of the grievance and the remedy requested. The Town Supervisor, or his designees shall hold an informal hearing within five (5) work days of receipt of the written grievance at which the matter will be discussed for purpose of resolving the grievance. If no satisfactory determination of the grievance is made by the Town Supervisor or his designees at that hearing or within five (5) working days after such hearing is held, then such grievance shall be positioned for Step 3.

STEP 3. The Union Unit Chairman or other authorized representative of the Union shall then present the grievance in writing on a form supplied by the Union to the Town Board, which shall be submitted in person or by mail to the Town clerk at the Town Hall within five (5) work days after an unsatisfactory answer is received from the Town Supervisor. It shall contain a statement setting forth the nature of the grievance, the remedy requested and the previous disposition. The Town Board shall hold a hearing within five (5) work days of receipt of the written grievance at which the matter will be discussed for the purpose of resolving the grievance. If no satisfactory determination of the
grievance is made by the Town at that hearing or within five (5) working days after such hearing is held, then the grievance shall be positioned for Step 4.

STEP 4. If the grievance is not settled at Step 3, then, within fifteen (15) work days of the date that the grievance was discussed with the Town and no satisfactory determination was made, or from the date when such satisfactory answer was received or no answer was forthcoming, the Union and the Employer, by written notice to each other, may request arbitration.

SECTION 2. ARBITRATION PROCEDURE

a. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure.

b. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.

d. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.

SECTION 3. MATTER RELEVANT TO GRIEVANCE PROCEDURES

a. The time limits in the grievance procedure may be extended only by mutual agreement in writing.

b. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

c. Neither the Town nor the arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

d. In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Town Supervisor by the Union's representative.
SECTION 4. GRIEVANCE COMMITTEE

a. The names of the Local Union Unit Chairman, his designee and the names of any other Union representatives from the Local or Council who may represent Employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

b. Any grievance committee meetings with the Employer, shall be held whenever possible during working hours, on the Employer's premises.

SECTION 5. PROCESSING GRIEVANCES DURING WORKING HOURS

The Local Union Unit Chairman or his designee may investigate and process grievances during working hours without loss of time or pay up to a maximum aggregate of two (2) hours during a work week to be taken at the convenience of the Employer.

SECTION 6. SAFETY COMMITTEE

The Employer and the Union agree jointly to establish a Safety Advisory Committee consisting of two (2) members appointed by the Union and two (2) members from the Town Highway Committee, which shall meet periodically. This committee will advise management on all safety matters and activities.

ARTICLE XX
STRIKES AND LOCKOUTS

SECTION 1. LOCKOUTS

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

SECTION 2. STRIKES

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time however, shall employees be required to act as strikebreakers or to go through picket lines.
ARTICLE XXI
GENERAL PROVISIONS

SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION

a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

b. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

c. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there will be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

d. There shall be no politicking, electioneering or political campaigning by employees for any candidate during working hours.

e. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 2. CONTRACT NEGOTIATIONS

The Employer will give release time with pay for up to two (2) members of the Local Union Contract Negotiating Team to participate in contract negotiations when such meetings take place during the normal work hours.

SECTION 3. WORK RULES

New work rules or changes in existing work rules shall not become effective until they have been posted prominently on the Department bulletin board for a period of five (5) consecutive work days.

SECTION 4. PROTECTION AND SECURITY FOR EMPLOYEES

The Employer shall provide adequate security and protection at all work installations for all employees during their respective work shifts.
SECTION 5. PARKING

The Employer shall provide adequate and safe parking facilities for its employees at the various work locations.

SECTION 6. PROTECTIVE CLOTHING

Protective clothing and rainwear shall be furnished to the employees by Employer, the cost of which shall be paid by Employer.

SECTION 7. PART-TIME EMPLOYEES

Part-time, temporary and seasonal employees shall be hired only to supplement the regular work force. Part-time, seasonal or temporary employees shall not be entitled to any benefits provided to full-time employees covered by this Agreement unless they have been employed for an amount of time in excess of 1040 hours in any one year period whereupon they shall be entitled to receive all benefits provided to full-time employees covered by this Agreement. Hours served on a part-time basis shall not be considered as a part of the probationary period.

SECTION 8. CAR ALLOWANCES

Employees who are obligated to use their personal automobiles on Town Business shall be reimbursed at the prevailing IRS rate.

SECTION 9. DISABLED EMPLOYEES

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

SECTION 10. UNEMPLOYMENT COMPENSATION

The Town agrees to cover each employee under the Unemployment Compensation Law of the State of New York if and when they are not covered by the system now in effect.

SECTION 11. SAFETY

If an employee is sent out alone in a truck, he may call in on the radio any time when safety is a factor. If the employees does not call back within a time agreed upon by himself and the dispatcher, another employee will immediately be sent out to aid him. If a malfunction in a radio is reported and hasn't been repaired after 24 hours, the Town agrees to either send two (2) men in that truck, or not to use that truck.
SECTION 12. LIFTING REQUIREMENTS

The Employer agrees that an individual employee will not be required to lift materials with a weight in excess of seventy (70) pounds by hand.

SECTION 13. SAFETY MANUAL / DRUG AND ALCOHOL TESTING POLICY RECOGNITION

The parties recognize as effective the Town of Chenango's Safety Manual dated September 1993 and the Town of Chenango Drug and Alcohol Testing Policy dated January 1996. Any disciplinary action imposed pursuant to such shall be subject to the grievance procedure.

ARTICLE XXII
SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; and, upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIII
MAINTENANCE OF BENEFITS

Any benefit presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefit is a part of this Agreement, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed between the Union and the Employer.

ARTICLE XXIV
TOTAL AGREEMENT

The foregoing constitutes the entire Agreement between the parties and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment of this Agreement, shall supersede or vary the provisions herein.
ARTICLE XXV
STATUTORY PROVISIONS

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

ARTICLE XXVI
TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of January, 2002 and shall remain in full force and effect until the 31st day of December, 2004. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and eight (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred and fifty (150) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this ______ day of

FOR LOCAL 1912-B AND NEW YORK COUNCIL 66, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:

AFSCME LOCAL 1912-B

AFSCME COUNCIL 66

FOR THE TOWN OF CHENANGO:

THE TOWN OF CHENANGO
## APPENDIX A

### WAGE RATES

**Effective January 1, 2002**

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APPENDIX B

EQUIPMENT CLASSIFICATIONS

LIGHT EQUIPMENT
Roller
Back-Hoe
Paver
Small Truck (including one (1) 1988 Ford 1-Ton Truck designated as Truck #5, or its replacement)
Mower
Sweeper

HEAVY EQUIPMENT
Truck with plow and wings
955 Bucket Loader
545 Front End Loader
Grader