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Fishkill, Town Of And Town Of
Fishkill Police Fraternity

AGREEMENT BY AND BETWEEN

THE TOWN OF FISHKILL

AND

THE TOWN OF FISHKILL POLICE FRATERNITY, INC.

JANUARY 1, 1996 - DECEMBER 31, 1998

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

SEP 23 1997

CONCILIATION

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THIS AGREEMENT is made and entered into on the 25th day of September, 1996, by and between THE TOWN OF FISHKILL, Dutchess County, New York, a municipal corporation having its principal office at Town Hall, Main Street, Fishkill, New York (hereinafter referred to as the "Town") and THE TOWN OF FISHKILL POLICE FRATERNITY INC., having its offices at Box 747, Glenham, New York (hereinafter referred to as the "Association").

I. INTENT OF PARTIES

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and improve harmonious and cooperative relationships between the Town and its part-time police officer employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government and to comply with the statutory requirements as set forth in the Public Employees' Fair Employment Act found in the Civil Service Law of the State of New York (commonly referred to as the "Taylor Act"). The purpose of this Agreement between the Town and the Association is further for the purpose of setting forth the terms and conditions of employment of the members of the bargaining unit represented by the Association.

II. RECOGNITION

The Town and Association agree and acknowledge that the Town has recognized the Association as the employee organization

and bargaining agent for all part-time police officer employees of the Town, with the exclusion of the "Chief Executive Officer" of the police force, the Lieutenant of the police force, and the commissioners of police.

III. NO STRIKE CLAUSE

The Association affirms on behalf of itself and its bargaining unit members that it does not assert the right, nor possess the right, to engage in a strike against the Town, and that it shall not cause, instigate, encourage or condone a strike.

IV. UNION DUES CHECK-OFF

The Town shall deduct from the wages of any employee in the aforesaid bargaining unit who submits to the Town a dues deduction authorization in writing, such dues or other deductions as are authorized by the employee, and shall remit such deductions to the aforesaid office and address of the Association.

V. GRIEVANCE PROCEDURE

Any dispute or disputes arising out of or relating to the interpretation or application of the terms and conditions of this Agreement, with the exception of certain matters which are hereinafter excluded or made the subject of alternative dispute resolution, shall be subject to adjustment in the following

manner:

The grievance shall be first discussed orally, by the employee with the Chief Executive Officer of the force, before any grievance is reduced in writing.

Step One: In the event that the grievance is not amicably adjusted in the oral presentation, the employee shall have the right to file a written grievance for review and determination by the Chief Executive Officer of the force. The written grievance shall set forth the specific nature of the grievance, all facts relating thereto, and the specific section of this contract that the employee alleges has been breached. The written grievance must be delivered to the Chief Executive Officer within sixty (60) calendar days after the day upon which the act or condition upon which the grievance is based occurred. Failure to hand deliver the written grievance to the Chief Executive Officer within the aforesaid 60-day period shall constitute a waiver of said grievance by the employee.

Within five business days following receipt of the grievance, the Chief Executive Officer shall hold an informal conference with the employee, at which conference the employee and any representative of his choice may appear and present oral and written statements or arguments. The employee shall be responsible for any fees or costs associated with any such representation as aforesaid. The Chief Executive Officer shall render a written decision on said grievance within five business days following the day upon which the informal conference was

held, and a copy of this decision shall be mailed to the employee and to the Town Board of the Town of Fishkill within two business days thereafter.

Step Two: In the event that the grievance is not amicably adjusted, the employee may appeal the grievance to the Town Board for review and determination by filing a written notice of intention and desire to appeal the Chief Executive Officer's determination. Said written notice of appeal shall be delivered to the Town Clerk within ten (10) calendar days after the day on which the Chief Executive Officer mailed or delivered his copy of the aforesaid decision to the employee. Within 20 business days after the filing of the notice of appeal, the Town Board shall hold a hearing upon such grievance, at which time the employee, together with his representative, and the Chief Executive Officer together with any representative of his own, shall appear and present oral and written statements or arguments concerning the grievance.

The notice of appeal filed with the Town Clerk shall include a true copy of the grievance filed by the employee, a copy of the decision of the Chief Executive Officer, and a statement of the facts relating to the grievance and a statement of the reasons for appealing the decision.

Within ten business days after the hearing is held by the Town Board, the Town Board shall file with the Town Clerk a decision in writing on the appeal. A copy of this decision shall be mailed or delivered to the employee and the Chief Executive

Officer by the Town Clerk within five business days thereafter.

Step Three: In the event that the grievance is not amicably adjusted at Step Two, the Association, itself and alone, may file a demand for arbitration to hear and resolve the grievance. The rules and procedures of the "labor section" of the American Arbitration Association shall govern the institution and conducting of the arbitration. The demand for arbitration shall be filed with the American Arbitration Association within twenty (20) days after mail or delivery of the Step Two grievance determination by the Town Clerk, as aforesaid.

The jurisdiction of the arbitrator shall be subject to the following:

1. The decision of the arbitrator shall be binding upon the parties, and may be subject to challenge only pursuant to the grounds set forth in Article 75 of the Civil Practice Law and Rules of this state.
2. The arbitrator shall have no power to alter, amend, change, add to or subtract from the terms of this Agreement.
3. The arbitrator shall be confined to the issue or issues submitted to him for decision and may, in no event, as part of such decision impose upon either party any obligations to arbitrate on any issue or issues which have not been determined by the parties as the subject for arbitration.

The fee of the arbitrator and the American Arbitration Association shall be borne equally between the Town and the Association. Each party shall pay any and all expenses of its own representative or witnesses.

Probationary employees, within the meaning of the applicable provisions of the Civil Service Law, shall not be entitled to resolution of disputes involving the terms and conditions of this agreement by the grievance procedure, or in any other manner or forum.

The grievance procedure, or any other manner of dispute resolution, shall not pertain to disputes arising out of an employee's failure to abide by the conditions set forth in paragraph "XVII" of this Agreement, or any other matters excluded by this Agreement.

VI. WAGES

The Town shall pay wages to the employees of the bargaining unit represented by the Association, according to the salary schedule set forth to and made a part of this Agreement as Appendix "A".

VII. COURT AND ADMINISTRATIVE APPEARANCES,
PARADE DUTY, AND CALL-IN DUTY

The employees in the aforesaid bargaining unit shall be paid a minimum of four (4) hours straight-time pay for any necessary court and administrative appearances, parade duty, or

call-in duty to work at times other than their scheduled tours of duty; in the event that the employee works more than four hours on said occasions, he shall be compensated for such additional time at straight-time hourly pay.

VIII. HOLIDAY PAY

An employee shall receive compensation at the rate of time and one half (1.5x), except as set forth below, for any hours, or portions thereof, actually worked on the following Holidays:

<u>1996</u>	<u>1997</u>	<u>1998</u>
1. New Year's Day	1. New Year's Day	1. New Year's Day
2. Martin Luther King Jr.'s Birthday	2. Martin Luther King Jr.'s Birthday	2. Martin Luther King Jr.'s Birthday
3. Memorial Day	3. Washington's Birthday	3. Washington's Birthday
4. Independence Day	4. Lincoln's Birthday	4. Lincoln's Birthday
5. Labor Day	5. Memorial Day	5. Memorial Day
6. Thanksgiving Day	6. Independence Day	6. Independence Day
7. Christmas Day (2x)	7. Labor Day	7. Labor Day
	8. Thanksgiving Day	8. Columbus Day
	9. Christmas Day (2x)	9. Veteran's Day
		10. Thanksgiving Day
		11. Christmas Day (2x)

The phrase "actually worked" shall mean hours, or portions thereof, falling within the twenty-four (24) hour period constituting any such Holiday.

IX. UNIFORMS

The Town shall procure and furnish ten (10) new raincoats, on or before the signing of this contract, of varying sizes, for purposes of shared use by the employees while on duty in inclement weather. An employee shall be responsible for

damage to any such raincoat sustained during its use, job-related wear and tear excepted. The parties agree that other practices in effect, as of the making of this Agreement, shall be continued with respect to the issuance of uniforms by the Town to employees.

Each employee shall receive a cleaning allowance up to the maximum amount of \$500.00 per year to recompense the employee for actual expenditures in cleaning of uniforms. The uniform cleaning reimbursement shall also cover officers whose assignment entails the wearing of "civilian clothing". Such reimbursement for uniform cleaning shall be made only upon the monthly presentation of a voucher by the employee reflecting the extent and amount of actual cleaning expense. Reimbursement shall be made monthly based upon a review of said vouchers by the Chief Executive Officer. The vouchers shall include, or affix, legible copies of the bills of the cleaning service or company which performed the uniform cleaning. At its option, the Town may designate a single exclusive dry cleaning establishment for uniform cleaning allowance purposes, so long as such service includes routine pick-up and return of the employees' uniforms, not less than twice each week, at the police office at Town Hall.

X. MPTC TRAVEL REIMBURSEMENT

Any employee who enrolls in and attends the standard MPTC training course given within "Zone 3" shall be reimbursed

for travel expense at the then prevailing Internal Revenue Service approved mileage reimbursement rate upon the submission of vouchers reflecting the date of travel and the mileage to and from the employee's residence and the site of the training course. Such reimbursement shall not apply in the event that the employee uses a Town or police force vehicle to travel for this purpose.

XI. VEHICLE MAINTENANCE AND SAFETY

The Town shall provide vehicles with equipment control devices of uniform location and type, with the exception of trunk opening buttons and radio controls.

Otherwise, the employees shall have the right to form a committee among themselves, of not more than three members, for the purpose of presenting concerns with police vehicle maintenance and safety to the Town Board. The Town Board shall make itself available, upon at least two weeks' written notice from said committee to be delivered to the Town Clerk, to hear or discuss complaints from the aforesaid committee regarding vehicle maintenance and safety. The Town Board shall be under no obligation to accede to any demands or take any requested steps with respect to vehicle maintenance and safety. This clause of the Agreement shall be for the purposes of allowing employees, through said committee, access to the Town Board for the purpose of discussion of any problems with respect to vehicle maintenance and safety.

XII. EDUCATIONAL REIMBURSEMENT

The Town shall pay employees, who are assigned to attend police training courses by the Chief Executive Officer, at their regular hourly rate for time spent in attendance at the course. This provision shall not apply to employees attending MPTC Basic Police Officer Training.

XIII. FUNERAL EXPENSES

The Town shall contribute towards actual funeral expenses of an officer killed in the line of duty, up to the maximum sum of \$5,000.00.

XIV. MAINTENANCE OF MEMBERSHIP

Any employee who is a member of the Association as of the date of this Agreement, or who subsequently becomes a member of the Association, shall remain a member of the Association and abide by the Association's requirements of membership, including the payment of dues, for the duration of this Agreement as a condition of his continued employment by the Town as a part-time police officer.

XV. LEAVES OF ABSENCE

Upon request for reasonable grounds, an employee may seek and request an unpaid leave of absence up to a maximum period of one year. Said leave shall be granted or denied within

the sole, and non-grievable, discretion of the Town Board. The period of the employee's unpaid leave of absence shall not be included in the computation of duration of employment by the Town for purposes of computing or applying any contractual benefits set forth herein.

XVI. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Any other terms and conditions of employment currently existing and not herein mentioned shall be continued.

XVII. SCHEDULING

The Chief Executive Officer shall schedule or assign employees to tours of duty on a monthly scheduling basis after obtaining and considering their work hours at their primary jobs for the pertinent month of scheduling. However, assignments to tours of duty shall be in the sole discretion of the Chief Executive Officer, or his designee, and all desired changes in tours of duty among employees shall be subject to the prior approval by the Chief in his sole discretion. Failure of officers to work assigned tours of duty, or the switching by employees of tours of duty without the prior approval of the Chief, shall be subject to disciplinary action by the Town Board, and said disciplinary action shall be non-grievable and non-reviewable under the terms of this Agreement or otherwise. The designation of police force tours of duty, and the number of officers per tour, shall be subject to modification by the Town

within its sole discretion and, in consideration thereof, the Town shall not create any full-time police officer positions during the duration of this Agreement, if the creating of any such full-time position results in elimination of any part-time position currently held by any actual member of the union's bargaining unit as of the date of this contract.

Assignment of officers to non-regular scheduled tours of duty during any month shall be in accordance with the following:

1. such assignments shall first be limited to within the class of employees who averaged at least 48 hours of duty during the prior month,
2. of those qualifying under sub-paragraph "1", the assignment shall be offered first to the officer with highest total regularly scheduled hours worked during the preceding month, followed by successive offers to officers in declining order of such total hours worked,
3. in the event of a tie, under sub-paragraph "2" the offer of assignment shall be based on seniority of service,
4. in the event that no officer in the class defined in sub-paragraph "1" accepts assignment, the assignment shall be offered to officers outside the class based on the same criteria of hours worked in the preceding month and on seniority of service in the event of a tie in hours worked, and

5. for purposes of non-regular tour of duty assignments only, officer refusal of offered assignment shall result in the deduction of the officer's record of hours worked during the preceding month's regular tour of duty, thereby reducing the eligibility of the officer for future non-regular tour of duty assignment during the current month.

If an officer scheduled for a regular tour of duty is unable to work that tour, due to excused illness, injury, or emergency, the Chief Executive Officer or his designee may hold over the least senior officer working the previous tour, to work the vacant tour of duty, so long as (a) the Chief has exhausted its call-in procedures of the next preceding paragraph without obtaining a volunteer, if he has had a reasonable opportunity to do so, and (b) the hold-over does not conflict with the officer's primary employment schedule. Hold-over time shall be compensated at time and one-half (1-1/2) of the officer's hourly wage.

In unanticipated situations where there is no officer available to "hold-over" from preceding shift of duty or there was no preceding shift of duty, and an officer scheduled for a shift of duty reports inability to work a tour, the Chief Executive Officer or his designee may compel unscheduled officer(s) to report to work that shift, so long as (a) the Chief has exhausted the call-in procedure of this section without obtaining a volunteer, if he has a reasonable opportunity to do so, and (b) the compelled reporting does not conflict with the

officer's primary employment schedule or previously approved periods of excusal from any duty during that month. Officers shall be approached for compelled reporting to duty by inverse application of the criteria set forth in sub-paragraphs "1" - "4" of the above call-in procedure. Documented illness or infirmity of the officer shall be the only excuse for avoiding compelled reporting to duty.

A unit member who works beyond their scheduled tour of duty shall be paid time and one half (1.5x) their hourly rate of pay, inclusive of longevity, if applicable, for all hours worked, or any part thereof.

XVIII. DISPATCHER

During the duration of this agreement the Town shall employ a paid dispatcher at Police Headquarters for all tours of duty when at least one officer is working.

XIX. WAGE CONTINUATION FOR INJURIES
SUSTAINED IN THE COURSE OF DUTY

The parties acknowledge and agree that the provisions of Section 207-c of this state's General Municipal Law apply to the police officer employees. For purposes of applying the statute, "regular salary or wages" shall be based upon the average number of hours worked by the employee during the year immediately preceding the injury.

XX. FIREARMS AND IN-SERVICE TRAINING AND SAFETY

The Town shall provide each officer fifty-four (54) rounds of new factory manufactured duty ammunition once yearly, and will provide all ammunition for firearm's qualification required of officers by the Town.

The Town shall provide a continuing service training program at the police station, to consist of "LETN" and video-tape player and monitor for officer access to a revolving series of training related tapes.

The Town shall provide the police station with three, suitable, rechargeable flash lights for on-duty officer use.

The Town shall exercise continuing due diligence in reaching accomodation with the Village of Fishkill to allow town officer access to the latter municipality's police firing range for weapon practice.

XXI. DISCIPLINARY PROCEEDINGS

A. All employees entitled by law to Civil Service Law Section 75 at the time of hire shall retain such rights.

B. The Association waives the provisions of Town Law Section 155 if they apply for those employees with less than three years of service as of the date of imposition of discipline by the Town. Imposition of discipline by the Town shall mean the mailing of written notice of the Town's disciplinary action by certified mail return receipt requested to the last home address as shown in the employee's personnel file or by mailing such

written notice to the Association at it's address as it appears in this agreement.

C. The following disciplinary procedures shall apply to those non-probationary employees not covered by subsections A or B of this Section.

1. In the event of imposition of discipline involving fine, reprimand, suspension or dismissal from employment, the Association or the affected officer may seek review by demand for arbitration under the Labor section rules of The American Arbitration Association ("AAA").

2. The arbitrator selected under the rules of the "AAA" shall be limited to determining whether just cause existed for imposition of the discipline exacted by the town, and to fashioning a suitable remedy.

3. The decision of the arbitrator shall be binding upon the parties, and may be challenged only pursuant to the grounds set forth in Article 75 of the Civil Practice Law and Rules of this state.

4. The arbitrator shall have no power to alter, amend, change, add to, or subtract from the terms of this agreement, and

5. The arbitrator shall be confined to the issues defined in sub-paragraph "2" hereinabove, and may in no event, as part of his or her decision, impose upon either party any obligations to arbitrate on any issue or issues which have not been determined by the parties as the subject for arbitration.

The fee of the arbitrator and the American Arbitration Association shall be borne equally between the Town and the Association. Each party shall pay any and all expense of its own representatives or witnesses.

Probationary employees, within the meaning of the applicable provisions of the Civil Service Law, shall not be entitled to resolution of disputes involving discipline hereunder. Disciplinary dispute resolution hereunder shall not pertain to discipline arising out of an employee's unexcused failure to work regularly scheduled tours of duties as set forth in paragraph "XVII" of this Agreement.

XXII. THIRD-PARTY EMPLOYMENT IN UNIFORM

Employees may derive income from off-duty service under the employ of third-parties, and may wear their uniforms for that purpose, in the event that (a) the site of such off-duty work is within the Town of Fishkill, (b) the off-duty work is limited to traffic control with the employee performing service on foot, (c) the nature of the proposed off-duty service is approved in advance by the Chief Executive Officer or his designee, and (d) the request for advance approval is made by the union which, in the event of approval, shall designate the specific employee(s) to perform the service under employ of the third-party. The parties acknowledge and agree that employees earning supplemental income in this fashion shall not be acting as employees of the Town of Fishkill, but as employees of the third-party for such

approved, uniformed traffic control services. The proposed third-party employer's maintenance of acceptable workers' compensation and comprehensive liability insurance covering the acts of its employees, including the traffic control services of town officers working in uniform under this section, shall be one factor, but not the only permissible factor, in the Chief Executive Officer's exercise of advance approvals hereunder.

XXIII. MODIFICATION OR REVISION

It is understood and agreed that no agreement, alteration, understanding, variation, waiver or modification of any of the terms and conditions of the covenants contained herein shall be made by any employee or group of employees of the police force with the Town; in no case shall they be binding upon the parties hereto unless made and executed in writing between the parties hereto.

XXIV. DURATION OF AGREEMENT

This Agreement shall be and remain in effect for the period of three years, having an effective initial date of January 1, 1996, and an expiration date of December 31, 1998.

XXV. PERSONNEL FILES

Each employee shall be entitled to examine their personnel file, (excluding pre-employment material), under the supervision of the Chief Executive Officer or his designee. The

employee shall be notified and required to acknowledge material being placed in their personnel file. The employee shall have the right to respond in writing to the material placed therein.

XXVI. STATUTORY LANGUAGE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY POSITION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

TOWN OF FISHKILL

Date: 9/25/96

BY: Joan A. Pagones
JOAN A. PAGONES, Supervisor

TOWN OF FISHKILL POLICE
FRATERNITY, INC.

Date: 9/25/96

BY: Scott Bierce
SCOTT BIERCE, President

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APPENDIX "A"

HOURLY WAGE SCHEDULE

	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>
<u>OFFICERS</u>			
No-MPTC	\$ 9.88	\$10.48	\$11.08
STEP I	\$10.56	\$11.16	\$11.76
STEP II	\$11.83	\$12.43	\$13.03
STEP III	\$13.00	\$13.60	\$14.20
Detective(s) and/or DARE Youth Officer	\$13.65*	\$14.28	\$14.91
Sergeant(s)	\$14.30**	\$14.96	\$15.62
Detective Sergeant(s)	\$14.95***	\$15.64	\$16.33

* The Detective(s) and/or DARE Youth Officer(s) shall receive a differential of 5% over and above the Step III hourly rate.

** The Sergeant(s) shall receive a differential of 10% over and above the Step III hourly rate.

*** The Detective Sergeant(s) shall receive a differential of 15% over and above the Step III hourly rate.

Step I shall encompass employees in their first year of hire, who have completed MPTC training and received the pertinent certificate of completion. Such employees shall remain at Step I from their date of hire until their first anniversary date of hire, at which latter time they shall move to Step II.

Step II shall encompass employees from and including their first anniversary date of hire until the day preceding their second anniversary date of hire, at which latter date the employee shall

move to Step III.

PRE-MPTC shall encompass employees who, as of the date of hire, have not received a certificate of completion of MPTC training.

Movement to or between longevity steps shall occur when an employee commences, based on his anniversary date of hire, the year of employment first appearing within the described duration of the applicable longevity step; for instance an officer will move from Step III to Longevity Step A upon the fourth anniversary of his date of hire and the commencement of his fifth year of employment. All employees who have been or may be placed at Step III on the wage schedule, based upon prior credited service as a police officer, shall receive longevity predicated only upon their actual years of service with the Town of Fishkill.

Said employees shall move to Step I upon obtaining said certificate of completion and, for purposes of the aforementioned portions of this Appendix, shall thereafter be treated as if they were Step I employees at the date of their hire for purposes of dates of progression to Step II and Step III; however, there shall be no entitlement for retroactive salary, at Step I rates, between the times of hire and of obtaining the certificate of MPTC completion.

	<u>LONGEVITY</u>		
	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>
Step A (5-7 years)	+.25/hr	+.30/hr	+.30/hr
Step B (8-10 years)	+.30/hr	+.35/hr	+.35/hr
Step C (11-13 years)	+.35/hr	+.40/hr	+.40/hr
Step D (14-16 years)	+.40/hr	+.45/hr	+.45/hr
Step E (17 years and above)	+.50/hr	+.55/hr	+.55/hr

The above longevity shall be paid over and above the employee's title based on their years of service with the Town.

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