



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Danby, Town of and Danby Highway Unit #8911-00, CSEA, Local 1000 AFSCME, AFL-CIO, Tompkins County Local 855 (2004)

Employer Name: Danby, Town of

Union: Danby Highway Unit #8911-00, CSEA, AFSCME, AFL-CIO

Local: Tompkins County Local 855, 1000

Effective Date: 01/01/04

Expiration Date: 12/31/06

PERB ID Number: 7328

Unit Size: 6

Number of Pages: 15

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

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

by and between the

TOWN OF DANBY

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



Town of Danby Highway Unit #8911-00
Tompkins County Local 855

January 1, 2004 - December 31, 2006



TABLE OF CONTENTS

ARTICLE I	RECOGNITION Section 1, 2, 3, 4, 5	Pg. 3
ARTICLE II	MANAGEMENT RIGHTS & RESPONSIBILITIES Section 1	Pg. 3
ARTICLE III	RECIPROCAL RIGHTS Section 1, 2, 3, 4, 5, 6, 7	Pg. 4
ARTICLE IV	VETERAN'S LAW Section 1	Pg. 4
ARTICLE V	BEREAVEMENT Section 1, 2, 3	Pg. 5
ARTICLE VI	PERSONAL LEAVE Section 1, 2, 3	Pg. 5
ARTICLE VII	ACCRUALS Section 1	Pg. 5
ARTICLE VIII	SICK LEAVE Section 1, 2, 3, 4, 5	Pg. 5
ARTICLE IX	SEPARABILITY Section 1	Pg. 6
ARTICLE X	HOLIDAYS Section 1, 2, 3	Pg. 6
ARTICLE XI	PROBATIONARY EMPLOYEES Section 1, 2, 3, 4	Pg. 7
ARTICLE XII	SENIORITY Section 1, 2, 3, 4	Pg. 7
ARTICLE XII	SENIORITY Section 5	Pg. 8
ARTICLE XIII	JOB VACANCIES Section 1, 2	Pg. 8
ARTICLE XIV	OVERTIME Section 1, 2	Pg. 8
ARTICLE XV	HEALTH & DISABILITY INSURANCE Section 1	Pg. 8

ARTICLE XV	HEALTH & DISABILITY INSURANCE Section 2, 3, 4	Pg. 9
ARTICLE XVI	CONSTRUCTION OF CONTRACT Section 1	Pg. 9
ARTICLE XVII	MILITARY LEAVE Section 1	Pg. 9
ARTICLE XVIII	GRIEVANCE PROCEDURE Section 1,	Pg. 9
ARTICLE XVIII	GRIEVANCE PROCEDURE Section 2, 3, 4, 5 Step #1	Pg. 10
ARTICLE XVIII	GRIEVANCE PROCEDURE Section 5, Step #2, #3	Pg. 10
ARTICLE XVIII	GRIEVANCE PROCEDURE Section 6	Pg. 11
ARTICLE XIX	VACATIONS Section 1, 2, 3, 4, 5	Pg. 11
ARTICLE XIX	VACATIONS Section 6	Pg. 12
ARTICLE XX	PENSION Section 1, 2	Pg. 12
ARTICLE XXI	WORK WEEK Section 1	Pg. 12
ARTICLE XXII	COMPENSATION Section 1	Pg. 12
ARTICLE XXII	COMPENSATION Section 2	Pg. 13

THIS AGREEMENT, effective as of January 1, 2004, between the Town of Danby, New York, a municipal corporation existing under the laws of the State of New York, a party of the first part, hereinafter called the "Employer", and the TOMPKINS COUNTY LOCAL 855 OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000 AFSCME, AFL-CIO and the CSEA Town of Danby Highway Unit 8911, a not-for-profit membership corporation, party of the second part, hereinafter called the "CSEA".

WITNESSETH, In consideration of the covenants and promises hereinafter made, it is agreed as follows:

**ARTICLE 1
RECOGNITION**

SECTION 1. The Employer recognizes the CSEA as the sole and exclusive bargaining agent and representative for all employees of the Town Highway Department included in the bargaining unit for the purposes of collective negotiations of all terms and conditions of employment and administration of grievances for the maximum period of time stipulated under Section 208 of the Public Employee's Fair Employment Act.

SECTION 2. The Employer agrees that it shall deduct membership dues and CSEA Insurance deductions from the wages of all members of CSEA who have signed authorization permitting such payroll deductions. Employer also agrees to deduct agency fees, equivalent to CSEA membership dues, from the wages of anyone in the bargaining unit who is not a member of CSEA. The Employer agrees to remit these amounts to the Civil Service Employees Association, Capitol Station, Box 7125, Albany, New York, 12224.

SECTION 3. The union agrees for the duration of this agreement there shall be no strike, walk out, slow down or other interruption of work by any employee, steward, committeeman, or union office or any action of the union to that end.

SECTION 4. The Employer will not aid, promote or finance any Labor Group or Organization which purports to engage in Collective Bargaining or make any agreement with any such group or organization for the purpose of undermining CSEA, except as is permitted by law.

SECTION 5. The Employer agrees to furnish the CSEA with a complete listing of the names, home addresses, work locations, and job titles for all the employees in the negotiation unit on a yearly basis, and furthermore, will furnish the same information for new employees, for employees who are promoted or transferred, and a listing of all employees terminated. This information will also be provided on a yearly basis, and there shall be indicated on a separate statement, employees in the Highway Unit who pay dues to CSEA on a yearly basis.

**ARTICLE II
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

SECTION 1. Except as limited by other provisions of the Agreement, all authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to, the right to determine the facilities, methods, means, and number of personnel required to administer it's rights in accordance with law, including recruitment, hiring,

training, assignment, transfer and promotion; to direct, deploy, and utilize the work force; to determine classification in accord with law; and to discipline or discharge in accordance with law and the provisions of the Agreement.

**ARTICLE III
RECIPROCAL RIGHTS**

SECTION 1. The Employer recognizes the rights of the employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Such employee representative shall also be permitted to appear at public hearings before the legislative body upon the request of the employees.

SECTION 2. The Employer and CSEA shall administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, age, nationality, race or creed.

SECTION 3. Any employee covered by the provisions of this agreement, shall be free to join or refrain from joining CSEA without fear of coercion, reprisal or penalty from the CSEA or employer.

SECTION 4. The CSEA agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of the Agreement and will use its best endeavors to protect the interests of the Employer, to conserve property, protect the public, and give service of the highest quality.

SECTION 5. CSEA shall be permitted to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to approval of the contents of such notices and communications by the Town Board or Superintendent of Highways.

SECTION 6. The officers and agents of CSEA shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this contract. No more than one (1) person shall be designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract. Such person shall be permitted a reasonable amount of free time from his regular duties in order to fulfill his obligations in this regard. It is understood and agreed that except in the case of an extreme emergency, the Superintendent of Highways shall be given at least forty-eight (48) hours notice in advance of the time during which an employee will be absent from work for this purpose.

SECTION 7. The CSEA will communicate to the Employer the name, address, and position of any employee designated in Section 7, or his successor, and the names of the Officers of the bargaining unit.

**ARTICLE IV
VETERAN'S LAW**

SECTION 1. The re-employment rights of employees and probationary employees will be governed by Applicable Laws and Regulations.

**ARTICLE V
BEREAVEMENT**

SECTION 1. Where there is a death in his/her immediate family or in the immediate family of his/her spouse an employee shall be granted a maximum of three (3) days as a bereavement leave of absence with pay for a maximum of three (3) consecutive calendar days.

SECTION 2. Immediate family shall mean the employee's spouse , child, parents brother, or sister; or the parents, brother or sister of his spouse. It shall also apply to any other relatives permanently residing in the employee's household.

**ARTICLE VI
PERSONAL LEAVE**

SECTION 1. Employees shall be granted twenty-four (24) hours of personal leave per year. Personal leave shall be granted in order to allow an employee to conduct personal and/or family business which otherwise falls on a workday.

SECTION 2. Personal Leave shall be granted on a first come, first served basis, and employee shall make applications at least five (5) working days in advance, except where the situation makes such notice unreasonable. In such event notice shall be given as soon as practicable. No more than one man may be granted such leave for any given day.

SECTION 3. Personal Leave is not cumulative from year to year and may be used in half-day increments.

**ARTICLE VII
ACCRUALS**

SECTION 1. Employee shall have the right to check at the end of each year with the Superintendent of Highways regarding his sick leave accruals.

**ARTICLE VIII
SICK LEAVE**

SECTION 1. Sick Leave shall be earned at the rate of 72 hours per year commencing January 1, 1976.

SECTION 2. Effective January 1, 2004 each employee shall be allowed unlimited accumulation of sick leave days.

SECTION 3. Sick Leave may be used in an emergency for illness in the employee's immediate family. Immediate family is defined as the employee's spouse, child, mother, or father, provided they live in the same household as the employees.

SECTION 4. Any employee using sick leave in excess of six days per year or more than three consecutive work days may be requested by the employer to furnish a physician's letter stating the nature of the illness and/or injury, the certificate to be so furnished when returning to work.

Section 5. RETIREMENT SICK LEAVE ESCROW - At retirement all Unit employees with at least ten (10) years of service with the Town and are at least fifty (50) years old* shall be allowed the option of converting all or a portion of their accumulated sick leave to equivalent cash credit for the purpose of paying for their portion of their retiree health insurance and dental insurance premiums. * Qualifying exception to these requirements are: adoption of an ERI by the Town or NY State, and/or Disability Retirement and/or Social Security Disability Retirement.

All days converted for this purpose will be paid at the regular hourly rate of pay the employee was earning at the time of retirement. Upon exhausting this account, the retired employee will be solely responsible to make arrangements with the Town or the insurance carrier for direct payment of their portion of the retiree health and dental premium in order to maintain the plan.

In the event of death of the retired employee, his/her spouse may continue to draw from the employees escrow account for the purpose of maintaining the existing health plan until such time as the escrow balance is exhausted, or may requesting in writing to the Town Clerk that the balance of the escrow account be paid to the estate of the retired employee.

**ARTICLE IX
SEPARABILITY**

SECTION 1. If the enactments of legislation or the determination of a court of final jurisdiction renders any portion of this Agreement invalid or non-enforceable, it shall not effect the validity of the balance of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effect as if such invalid portion had not originally been included herein.

**ARTICLE X
HOLIDAYS**

SECTION 1. Ten (10) work-free designated holidays shall be granted to all employees. The following work-free holidays shall be observed:

- | | |
|--------------------------|----------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Memorial Day | 7. Christmas Day |
| 3. Fourth of July | 8. Good Friday |
| 4. Labor Day | 9. Day after Thanksgiving |
| 5. Veterans Day | 10. Floating Holiday |

SECTION 2. When a holiday falls on Saturday, the employee shall be allowed the preceding Friday off. When a holiday falls on Sunday, the employee shall be allowed the following Monday off.

SECTION 3. Double-time wages will be paid to the Town of Danby Highway hourly employees when requested to work on the following holidays; Thanksgiving, Christmas, New Years and Easter.

**ARTICLE XI
PROBATIONARY EMPLOYEES**

SECTION 1. A new labor class or non-competitive employee shall be a probationary employee without seniority until he has been employed and actively at work for a period of ninety(90)calendar days. At the end of said period, he shall be either terminated or entered on the seniority list of the Department as of the first day of his employment, except that seasonal, provisional, temporary, and part-time employees shall not acquire seniority.

SECTION 2. At any time during the probationary period, the Town Board, or the Superintendent of Highways, may remove an employee whose performance does not meet the required work standards.

SECTION 3. Probationary periods may be extended by the Superintendent of Highways or the Town Board, but not to exceed an additional ninety(90)days.

SECTION 4. Termination of a new employee during the prescribed probationary terms shall not be proper subjects for the grievance procedure.

**ARTICLE XII
SENIORITY**

SECTION 1. Seniority, for the purpose of overtime work, shift assignments, and vacation leave, shall mean the status attained by length of continuous service with the Town Highway Department. However, in the event of an emergency, the Town Superintendent of Highways, while generally adhering to the policy of seniority, shall have the sole discretion of choosing personnel he considers best qualified to perform the work.

SECTION 2. Seniority, for the purposes listed in Section 1, shall commence from the date of latest entry into employment with the Town Highway Department and shall include all time spent in employment in the Town Highway Department on a full-time basis.

SECTION 3. Seniority, for the purposes of layoff or recall, shall mean the status attained by length of continuous service with the Town to commence with the date of latest entry into employment with the Town. In the event of a reduction in the Town Highway Department work force, the employee with the least seniority will be laid off first. In the event of a recall within one (1) year, the last employee laid off shall be the first rehired. A registered or certified letter to the last known address shall be proper notice of recall. No response within five (5) days of receipt of said letter shall indicate lack of interest.

SECTION 4. Employees shall lose their seniority for the following reasons:

1. Discharge (if not reversed)
2. Resignation – an employee absent for five (5) normally scheduled workdays in succession without notification to the Town Highway Superintendent, and who has no legitimate reason for being so absent and for not notifying the Town Highway Superintendent of his absence, and may be considered as having resigned.
3. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
4. Unexcused failure to return to work after expiration of a formal leave of

- absence.
- 5. Retirement
- 6. Layoff in excess of one (1) year

SECTION 5. The above listed rules shall not apply to seasonal, provisional, temporary, or part-time employees.

**ARTICLE XIII
JOB VACANCIES**

SECTION 1. In the event of a job vacancy or creation of a new position within the Town Highway Department, the employees of the Town Highway Department at the time such vacancy occurs or such new position is created shall have the first opportunity to fill such vacancy. Notification of the existence of said vacancy or new position shall be in writing and shall be posted on the bulletin board designated for unit use at least three (3) working days before such vacancy or new position is filled.

SECTION 2. Notwithstanding the terms of Section 1 above, the selection of a person to fill a job vacancy or new position shall be made by the Town Superintendent of Highways on the basis of occupational qualifications and ability to perform the work. In cases where two or more applicants are equally qualified, and one of said applicants is employed by the Town of Danby Highway Department, said employee shall receive first consideration for the vacancy or position, and if one or more applicants are Town Highway Department employees and are equally qualified, the employee with the greatest seniority, as the same as defined in Article XII, Section 2, herein, shall receive first consideration for the vacancy or position.

**ARTICLE XIV
OVERTIME**

SECTION 1. Overtime at the rate of one-half (1 ½) times the employee's hourly rate will be paid in excess of forty (40) hours in any work week. All authorized paid leave time used during a regular workweek shall count as time worked for the purpose of calculating overtime.

SECTION 2. Employees who are called into work outside their regular shift will be guaranteed a minimum of four (4) hours pay.

**ARTICLE XV
HEALTH AND DISABILITY INSURANCE**

SECTION 1. The Town of Danby agrees to pay the cost of present Blue Cross/Blue Shield and Dental Insurance Plan in the following way:

All employees hired prior to January 1, 1998:

- a) 100% of the cost of the employee's health and dental insurance
- b) 100% of the cost of the employee's dependent health and dental insurance all in accordance with existing practice

All employees hired after December 31, 2000:

- a) 100% of the cost of the employee's health and dental insurance

- b) 90% of the cost of the employee's dependent health and dental insurance. The employee shall pay 10% per pay period toward the cost of the dependent coverage.

Effective 1/1/05 each employee enrolled in a Health & Dental Insurance plan at the Town, regardless of their date of hire with the Town, shall contribute the following amount towards the annual plan premium:

2005 - \$8.00 for Individual Plan (x 26 pay dates) *
\$12.00 for Family Plan (x 26 pay dates)

2006 - \$12.00 for Individual Plan (x 26 pay dates)
\$16.00 for Family Plan (x 26 pay dates)

* In the event of 27 pay dates, no premium deduction shall be taken from the 27th paycheck.

SECTION 2. The Town of Danby agrees to supply employees of the Town Highway Department a health and dental plan comparable to the Statewide Blue Cross/Blue Shield Plan effective in 1994.

SECTION 3. The Town of Danby agrees to supply employees of the Town Highway Department an Off-the-Job Disability Insurance plan equivalent to the New York State Off-the-Job Disability Insurance Plan.

SECTION 4. Upon retirement from the Town of Danby, employees may continue to receive the Health and Dental benefits at no cost to the Town. The retiree shall be responsible for payment to the Town for the total cost of the insurance.

ARTICLE XVI CONSTRUCTION OF CONTRACT

SECTION 1. This contract shall be construed in accordance with the laws of the State of New York.

ARTICLE XVII MILITARY LEAVE

SECTION 1. Military leave will be granted to employees of the Highway Department in accordance with the existing military law at the time of said leave.

ARTICLE XVIII GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

- A. An employee shall mean any person in the unit covered by this Agreement.
- B. Employer shall mean the individual designated by the Town of Danby to review and resolve grievances.
- C. Association or Union shall mean CSEA.
- D. A grievance is a complaint by an employee in the unit, or by the

Employer, concerning an alleged misinterpretation or misapplication of an expressed provision of this Agreement and concerning the safety of the Highway employees pertaining to their working conditions.

- E. Days shall mean all days other than Saturday, Sundays, or Holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

SECTION 2. RIGHTS OF THE GRIEVANT

- A. The Grievant shall have access to all written statements, records, and materials relating to the grievance, with the exception of special briefs, etc., prepared by the Employer

SECTION 3. RIGHTS OF THE UNION

- B. The Union shall have the right to submit briefs to the grievant to support or refute allegations of any party in grievance.

SECTION 4. MUTUAL RIGHTS

- C. In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn on the merits. If the Employer or his representative fail to make a decision within the required time period, the grievance shall be deemed to be upheld and in all respects, final and binding upon the parties.

SECTION 5. PRESENTATION OF GRIEVANCE

STEP #1

- A. An employee who claims to have a grievance shall present his grievance to the Town Superintendent of Highways or his nominee within five (5) working days of its occurrence.
- B. The Town Superintendent of Highways or his nominee shall meet with the party to resolve the grievance within three (3) working days. After the meeting, the Town Superintendent of Highways or his nominee shall render a decision in writing within four (4) working days of the meeting, a copy of which is sent to the employee and his representative, if any.

STEP #2

The aggrieved party, if not satisfied with the decision at Step #1, may, within five (5) days, request in writing a hearing before the Town Board. The five (5) days refers to receipt of the written decision in Step #1. The requested hearing shall be held within thirty (30) days after the request is received, and a decision shall be made within ten (10) days thereafter, copies of the decision to the aggrieved party and his representative, if any.

STEP #3

- A. If the dispute is not satisfactorily resolved at Step #2, CSEA shall notify the Town Superintendent of Highways of its intention to submit the dispute to binding arbitration. The dispute shall be arbitrated by an arbitration committee comprised of three (3) members. One member shall be appointed by the Superintendent of Highways, one member shall be appointed by the CSEA. The two members of the arbitration committee shall mutually agree on a third member of the committee and appoint him or her to the committee. The appointment of the

third member of the committee shall be completed within five (5) days of the decision by the Town Board under Step #2 above. The arbitration committee will then hear the testimony of both sides and render it's decision within thirty (30) days of the hearing.

The decision of the arbitration committee will then be binding on both parties. CSEA and the Town of Danby anticipate no cost to be incurred by either party as a result of the grievance procedure or the arbitration step. However, if costs are incurred, these costs will be borne equally by CSEA and the Town of Danby. The arbitration panel shall have no power to add to, subtract from, or change any of the provisions of this Agreement, nor to render any decision which conflicts with the law, regulations, directive, or ordinance. Awards may not be retroactive beyond the date the grievance was filed.

SECTION 6. GENERAL CONSIDERATIONS

1. All grievance discussions, meetings, conferences, and hearings shall be conducted by mutual agreement of both parties.
2. Time limits at any Step(s) may be extended by written mutual consent of the parties.
3. All matters of discipline of an employee(s) shall be subject to the grievance procedure, except as herein otherwise provided.

ARTICLE XIX VACATIONS

SECTION 1. Each employee shall be granted paid vacation time in accordance with Schedule A.

SCHEDULE A

After one (1) year service.....	forty (40) hours
After two (2) years service.....	eighty (80) hours
After nine (9) years service.....	one hundred twenty (120) hours
After fifteen (15) years service.....	one hundred sixty (160) hours

SECTION 2. All vacations shall be taken in increments of full week periods. Lesser period will be allowed at the discretion of the Highway Superintendent.

SECTION 3. The employer reserves the right to limit vacation scheduling to one employee at a time if it deems it necessary for the proper functioning of the Highway Department.

SECTION 4. Emergency work on a designated holiday shall be paid an employee by either compensatory time off at time and one half or time plus one half the employee's hourly rate in addition to holiday pay. (At the employee's option).

SECTION 5. Application for vacation time shall be made upon at least four (4) weeks advance notice. Preference for dates shall be made in accordance with Article X provided notice is given as provided herein.

SECTION 6. Town of Danby Highway Department employees may carry no more than eighty (80) hours accrued vacation time into the new year or receive vacations pay upon request.

**ARTICLE XX
PENSION**

SECTION 1. All employees, who are members of the New York State Retirement system, or who will become members of the New York State Retirement System, shall receive a 1/60th non-contributory retirement benefit under Section 75-C. It is understood that it is the responsibility of the employee himself to become enrolled in the plan and the Town's liability under this Article is limited to paying the costs billed by the State Retirement System.

SECTION 2. Effective January 1, 1977 all employees hired after July 1, 1976 are mandated to contribute 3% (three percent) of their annual earning to their New York State Retirement program. Reference: New York State Retirement law. Effective October 1, 2000 all employees who contribute the 3%, and have ten (10) years in the retirement system will no longer be required to contribute the 3%.

**ARTICLE XXI
WORK WEEK**

SECTION 1. The Town of Danby has established a standard work week from 00:01 Monday to 24:00 hours Sunday. This standard is necessary to enable appropriate computation of overtime hours.

SECTION 2. Regular Hours-The regular scheduled work day shall consist of eight (8) hours, five (5) days a week, between the hours of 6:00am and 5:00pm at the discretion of the Highway Superintendent. The regular scheduled work week is Monday through Friday. The regular work week is 40 hours.

SECTION 3. Summer Hours - At the discretion of the Superintendent, ten (10) hour days and a four- (4) day workweek schedule may be initiated during the month of May continuing through September in any year. Employees' shall earn and deduct paid leave time (vacation, sick, holiday, and personal) on the basis of ten (10) hours per day during the summer hour schedule.

**ARTICLE XXII
COMPENSATION**

SECTION 1. Employees of the Town of Danby Highway Department shall be paid an hourly salary increase in each year of the contract as follows: The C.P.I. period from June to May, released in June, shall be used.

Therefore:

A. 2004 - Effective 1/1/04 and retroactive to that date, each employee shall receive an annual wage increase equal to the Consumer Price Index rate from previous May (C.P.I.) as defined by the Bureau of Labor Statistics, U.S. Department of Labor plus an additional one-percent (+1.0%) added to their 2003 annual salary.

B.2005 - Effective 1/1/05 each employee shall receive an annual wage increase equal to the Consumer Price Index rate from previous May (C.P.I.) as defined by the Bureau of Labor Statistics, U.S. Department of Labor plus an additional two-percent (+2.0%) added to their 2004 annual salary.

C.2006 - Effective 1/1/06 each employee shall receive an annual wage increase equal to the Consumer Price Index rate from previous May (C.P.I.) as defined by the Bureau of Labor Statistics, U.S. Department of Labor plus an additional two-percent (+2.0%) added to their 2005 annual salary.

BASE SALARY CHART-

	2004
MEO I	\$15.19
MEO II	\$15.05
MEO III	\$14.04
Laborer	\$11.70

SECTION 2. Jury Duty - If Town Highway employee is called for jury duty; he shall be expected to pay to the town any earnings while sitting on jury. He may keep food and mileage for himself.

SECTION 3. CLOTHING ALLOWANCE – Effective 1/1/04 Town of Danby Highway Employees shall provide a clothing allowance of \$300.00 per man after the first year of employment and each year of employment thereafter. The Town of Danby shall provide the Highway Employees three (3) pairs of coveralls to each Highway employee. Employees are permitted to use this allowance towards work boots.

SECTION 4. A Longevity payment shall be made on the following basis:

After 10 years service5% increase
After 15 years service5% increase
After 20 years service5% increase

These increases shall be to the hourly rate of pay of the employees completing the 10, 15, or 20 years of service and shall be added to the employees' base salary, effective the first full pay period After the anniversary date of the employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

21st day of June, 2004.

TOWN OF DANBY

BY: Naomi St. Aubin - Deputy Supervisor
SUPERVISOR TOWN OF DANBY

CSEA, Inc., LOCAL 1000 AFSCME
TOMPKINS COUNTY LOCAL 855
TOWN OF DANBY UNIT 8911

BY: Kent H. McNeil
PRESIDENT

BY: Cynthia Bradford
CSEA LABOR RELATIONS SPECIALIST

ATTEST:

TOWN CLERK OF THE TOWN OF DANBY NEW YORK

Carol W. Szpanowski