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BC / 7274

**AGREEMENT**

**between**

**THE TOWN OF ALBION**

**and**

**THE TOWN OF ALBION UNIT**

**ORLEANS COUNTY LOCAL**

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO**

**JANUARY 1, 2007 thru DECEMBER 31, 2010**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
AUG 01 2008  
**ADMINISTRATION**

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## **ARTICLE I AGREEMENT**

This Agreement has been entered into this 1st day of January 2007 by and between the Town of Albion located in Orleans, New York (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc. ("CSEA") for and on behalf of the Town Highway Department, Town of Albion, New York (hereinafter referred to as the "Union").

### **WITNESSETH:**

WHEREAS, it is the intent and desire of the parties hereto to foster and promote sound, stable, and peaceful labor relations among the Employer, the employees covered by this Agreement and the Union, and to that end the parties hereto reached an understanding governing the conditions of employment which shall prevail, insofar as it relates to the employees covered by this Agreement; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the Employer and the employees so that grievances and complaints will be settled quickly; and

WHEREAS, the Union represents the majority of the regularly employed employees of the Employer; and

WHEREAS, the parties have negotiated for the purpose of entering into a Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations, herein assumed, the parties hereto agree as follows:

## **ARTICLE II WAGES**

**Section 1:** Employees covered by this Agreement shall receive wages in accordance with the schedule set forth herein and attached as Schedule "A". The wage scale set forth in Section 1 of Schedule "A" shall be the minimum hourly wage paid by the Employer to all full time employees covered by this Agreement.

Part-time employees shall receive nine dollars (\$9.00) per hour.

**Section 2:** The foregoing notwithstanding, any new full time employee shall be classified as a "Probationary Employee" for the first ninety (90) calendar days of their employment. Thereafter, such employee shall become a permanent employee and shall receive the full rate set forth in Section 1 of Schedule "A".

The Employer reserves the right, in its sole and exclusive discretion, to advance a probationary employee's wage rate faster than therein provided, but such employee shall remain

a "Probationary Employee" for their first ninety (90) calendar days of employment regardless of any acceleration in the advancement of their hourly rate.

No employee shall suffer a reduction in their hourly rate due to the execution of this Agreement.

**Section 3:** An employee covered by this Agreement who is appointed to the position of Deputy Highway Superintendent shall receive seven hundred fifty dollars (\$750) per year in addition to their regular pay.

### **ARTICLE III VISITATION**

**Section 1:** Official representatives of the Union shall be admitted to the Employer's premises at all reasonable times as may be necessary to observe the working conditions existing in the operation of the Employer in connection with the performance of this contract, provided said inspection does not interfere with the operation of the Employer, or with any of the work of employees who may be assigned to duty at that time.

### **ARTICLE IV UNION DUES**

**Section 1:** The Employer shall deduct biweekly from the wages of each employee and remit monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and/or insurance premiums for those employees authorizing such deductions.

**Section 2:** The Union hereby agrees to hold the Employer harmless of any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

### **ARTICLE V HOURS OF WORK AND OVERTIME**

**Section 1:** All employees shall report to work at the designated time and perform their work and tour of duties in accordance with the Employer's needs, operating procedures and schedule of operations. Any employee failing to notify the Employer before his scheduled starting time when unable to report to work due to illness or any other circumstances, will be subject to disciplinary action.

The work day must start no sooner than 6:00 a.m. nor later than 8:00 a.m. except in cases of emergency determined by salting or except as may be otherwise mutually agreed upon by the Employer and the Union. The Employer shall determine when overtime work shall be performed.

All employees covered by this contract shall work a forty (40) hour work week. The work week will be comprised of the following schedule:

During the period of October 16 through April 14 of each year, all employees will work Monday through Friday, five (5), eight (8) hour work days.

During the period of April 15 through October 15 of each year, the employees will work Monday through Thursday, four (4) ten (10) hour work days.

Notwithstanding anything to the contrary, on any regular workday in which any employee has worked four (4) or more hours since 5:00 p.m. on the preceding day, the employer may, in its sole discretion, shorten such employee's regular work shift by up to two (2) hours, provided the employer pays the employee for fifty (50) percent of the time by which his/her shift is reduced.

In the event the Employer determines that the work hours set forth in this agreement are insufficient or otherwise in need of change, the Union agrees to reopen this Section of this Agreement.

**Section 2:** Overtime shall be paid to all employees at the rate of time and one-half (1/2) the employee's base hourly rates as set forth in Section 1 of Schedule "A" for all hours worked or paid for over forty (40) per week to all employees.

**Section 3:** In lieu of pay, employees may elect to receive compensatory time at the rate of one and one-half hours of compensatory time for any hour worked over forty (40) in a single work week. Employees shall be allowed to accumulate up to a maximum of ten days (80 hours) of compensatory time to be taken off at a later mutually agreed date.

All paid leave including holidays shall be considered as time worked for the computation of overtime. Except as permitted in this Article V, the Employer shall not change or otherwise modify the work day and/or work week as established in this Article V in order to circumvent the payment of overtime.

## **ARTICLE VI COMPLIANCE WITH REGULATIONS**

**Section 1:** Both the Employer and the Union and all employees covered by this Agreement who are employed as the above named establishment shall be subject to all the laws of the State of New York, as well as those of the New York State Commission against Discrimination.

The Employer shall have the right to make such reasonable rules and regulations as it may deem necessary and proper for the conduct of its business, and the Employer may from time to time change or make other rules and regulations, provided, however, that such rules and regulations shall not be inconsistent with or constitute a modification of this Agreement.

**ARTICLE VII  
GRIEVANCE PROCEDURE**

**Section 1: Purpose**

The purpose of this Section is:

- a. To provide the fullest opportunity for discussion of any grievances arising out of the interpretation of application of any of the provisions of this Agreement.
- b. To establish definite and complete guides and procedures for the processing and settlement of grievances as defined herein.

A grievance must be filed by the employee or the Union, within five (5) working days from the date it arose. Unless such grievance is filed within such period it shall be considered waived.

**Section 2: Procedure**

**FIRST STAGE:** The aggrieved employee and/or their representative shall present the grievance orally to the Superintendent of Highways who shall discuss it with the aggrieved employee and/or their representative. The Superintendent of Highways shall make their decision within five (5) working days from the date the grievance is presented to him and shall send such decision to the aggrieved employee and their representative.

**SECOND STAGE:** If the employee and/or their representative is not satisfied with the decision of the Superintendent of Highways, their representative shall make a request in writing to the Town Board for review and determination of the grievance within five (5) working days of receipt of the First Stage decision. The request for review and determination of the grievance by the Town Board shall be sent to the Clerk of such Board. The Town Board or its representative shall establish a mutually acceptable hearing date with the employee and their representative. On such date the Board shall convene an informal hearing for the purpose of allowing the employee and their representative to present oral and written arguments regarding the grievance. Such hearing shall be held within ten (10) working days of receipt of the written request for review of the grievance by the Town unless the parties mutually agree to extend such time limits. The Town Board shall render its decision in writing within five (5) working days of the hearing and shall send such decision to the aggrieved employee and their representative.

If the decision of the Town Board is not satisfactory to the Union the matter may be submitted to arbitration in accordance with the procedure stated in this Article. Any submission to arbitration must be made within five (5) working days of the receipt of the written decision of the Town Board.

**ARBITRATION STAGE:** Any and all grievances or disputes that should arise with respect to the interpretation or application of any of the provisions of this Agreement which



have not been previously adjusted, settled or finally comprised shall be submitted to an arbitrator mutually agreeable to both parties. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of five (5) available arbitrators requested from the Public Employment Relations Board. The Union first and the Employer second shall alternately cross off names of the arbitrators until one name remains and that person shall be the Arbitrator.

The expense of the arbitration proceeding shall be shared equally by the Employer and the Union. Each party shall, however, bear its own legal expenses and those of its witnesses to the proceedings.

The arbitrator's decision shall be final and binding on all parties involved but he shall have no power to add to, subtract from, or in any way modify any of the terms of this Agreement.

Mutually satisfactory arrangements may be made to handle grievances during working hours provided that said meeting shall not interfere with the Employer's required operations and/or with the work of the Shop Steward and/or employees assigned to duty at the time.

The Union and the employees agree that the grievances and arbitration procedures herein contained shall be the exclusive means of resolving disagreements or disputes between the parties and, therefore, shall not engage in a strike, slowdown, picketing, boycotts, or any other Union activity directed against the business interests or operations of the Employer nor cause, instigate, or condone such action. The Employer agrees that there shall be no lockouts.

### **Section 3: Union Grievance**

The grievance procedure may be utilized by the Union in processing grievances which allege a violation of the obligations of the Employer to the Union as such. In processing such grievances the Union shall observe the specified time limits in appealing and the Employer shall observe the time limits in answering.

### **Section 4: Employer Grievance**

The grievance procedure may be utilized by the Employer in processing company grievances. In processing such grievances the Union shall observe the specified time limit in answering.

## **ARTICLE VIII RULES**

**Section 1:** The Employer shall have the right to make such reasonable directions, rules and regulations as may be deemed necessary by the Employer for the conduct and management of the affairs of the Employer and the Union agrees that the employees shall be bound by and obey said directions, rules and regulations insofar as the same do not conflict with the terms of this Contract.

**ARTICLE IX  
MANAGEMENT RIGHTS**

**Section 1:** The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specified abridged, deleted, delegated, granted or modified by this Agreement are and shall remain exclusively those of the Employer.

Not by way of limitation of the foregoing clause the Employer retains the right and responsibility subject always to the terms of this Agreement and the Grievance Procedure to (1) hire, discharge, transfer, suspend and discipline employees; (2) to determine the employees required to be employed, laid off or discharged; (3) to determine the qualifications of employees; (4) to determine the starting and quitting times and the reasonable number of hours to be worked by its employees; (5) to make any and all reasonable rules and regulations; (6) to determine the work assignments of its employees; (7) to determine the basis for selection, retention and promotion of employees to or for occupations not within the bargaining unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alterations by revision either processes or equipment, or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate plants or other facilities; (12) establish, expand, transfer, and/or consolidate work processes and facilities; (13) transfer or subcontract work; (14) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work; (15) terminate or eliminate all or any part of its work or facilities.

The Union agrees in recognition of Management's rights not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

**ARTICLE X  
VACATION**

**Section 1:** All regular full time employees who have been continuously employed by the Employer shall be entitled to vacation with pay earned on a calendar year basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Days</u>
1 to 4 years	10 working days
5 to 9 years	15 working days
10 or more years	20 working days

After the completion of ten years employees shall receive one (1) additional day of vacation leave for each year of service thereafter twenty years. In no event will an employee be allowed to accrue more than thirty (30) days of vacation leave.

Effective January 1, 1983, each employee hired after January 1st of any year shall, following their Probationary period earn one (1) day of paid vacation for each month of service up to a maximum of nine (9) working days of paid vacation during their initial year of service. Thereafter, the employee shall receive vacation in accordance with the schedule set forth herein.

**Section 2:** Vacation earned during one (1) calendar year shall not become the property of the employee and shall not be taken or paid until the commencement of the next calendar year and must be taken during the next calendar years. In the event an employee who has not taken their vacation, terminates their service or is laid off, their vacation credits accumulated in the past calendar year and unused in the then calendar year shall be liquidated by payment in cash at the time the employee terminates their employment or is laid off by their Employer.

When a holiday falls within an employee's vacation period the employee shall be given an additional day off with pay as part of employee's vacation, except that employee may be given one day's pay in lieu thereof by mutual agreement.

**Section 3:** All paid holidays are to be credited as days worked in computing vacation credits.

**Section 4:** Vacation shall be taken by the employee and paid by the Employer on the basis of employee's applicable work day and hourly rate at the time employee takes vacation or is paid for it.

**Section 5:** Any employee who does not use sick leave in a calendar year shall be credited with three (3) additional vacation days and be permitted to carry over up to three unused vacation days to the following calendar year which may only be taken during the period May 1 through October 15.

## **ARTICLE XI SICK LEAVE**

**Section 1:** Each full time permanent employee shall earn one (1) day of paid sick leave for each month of employment which leave may be accumulated to a maximum of one hundred ninety-five (195) days. Such leave may be taken only in the event of sickness which shall be defined as illness, bodily injury or quarantine.

**Section 2:** A doctor's certificate must accompany an employee's absence from work for more than three (3) days and in the case of protracted sickness such a certificate must be presented at the end of each calendar month of absence.

The Town reserves the right to require an employee to submit to a medical examination by a physician selected by the Town in order to confirm eligibility for and

legitimate use of sick leave. An employee shall suffer no loss of pay or other benefits for the time spent submitting to such a Town-directed examination.

**Section 3:** Except as otherwise provided in this Agreement, employees shall lose no seniority or other rights by reason of sickness or injury, provided prompt notice of such sickness or injury has been given to the Employer. Periods of absence from work due to sickness shall not be counted as time worked for the purpose of computing sick leave.

**Section 4:** That after 20 years of service to the Town an employee shall be entitled to receive upon retirement from the service of the Town the equivalent of their sick time as wages or to purchase their current health insurance with their sick time. Such benefit shall not be provided to any employee who retires prior to their working for the Town for a period of 20 years. After 10 years of service to the Town, an employee shall be entitled to purchase upon retirement their current health insurance with their sick time. For the purposes of this subsection "employee" shall be deemed to include any member of the bargaining unit who shall at any future time continue as an elected official outside of the unit if that change of status is done in a continuous transition from employee to official.

## ARTICLE XII HOLIDAYS

**Section 1:** The following days shall be holidays for which an employee regularly scheduled to work on that day shall receive time off and pay at their then current rate and hours. A holiday falling on a Saturday shall be observed on Friday and if the holiday falls on Sunday it shall be observed on Monday.

Any-employee who works on a holiday will receive their regular holiday pay plus time and one-half (1 1/2) the employee's normal rate for all hours worked on a holiday, except that any employee who works on Thanksgiving Day, Christmas Day or New Year's Day will receive their regular holiday pay plus two times the employee's normal rate for all such hours worked on these three holidays.

New Year's Day	Election Day
Memorial Day	Veteran's Day
July 4 <sup>th</sup>	Thanksgiving Day
Labor Day	Day after Thanksgiving
Good Friday	Christmas Day
Employee's Birthday	Martin Luther King Day
President's Day	

**ARTICLE XIII  
HOSPITALIZATION, MEDICAL COVERAGE,  
DISABILITY INSURANCE AND VISION CARE**

**Section 1:** Effective as soon as reasonably practicable following ratification of this Agreement, the Employer agrees to provide hospitalization and medical coverage to all full-time employees covered by this agreement within thirty days of the employee's employment on a full-time basis, under Rochester Blue Cross/Blue Shield Premier Select Health Plan with \$15 PCP and Specialist Co-Payment, and a three-tiered \$10/\$25/\$40 drug rider ("Plan"), or an insurance coverage which is substantially equivalent if, for any reason, the Plan is discontinued or substantially modified.

Any employee hired on or before January 1, 2000 shall contribute 10% of the premium cost of Town provided health insurance coverage. However, notwithstanding anything to the contrary, the Employer's contribution during any month under this Agreement shall be not more than one-hundred and twenty percent (120%) of the Employer's contribution on behalf of such employee during the same month one year prior to the contribution date.

The Town will self-insure the difference between the co-payments provided in the 1997-99 health insurance coverage (\$5.00 for covered physician visits and \$5.00 for covered prescriptions) and the co-payments required under this Premier Select Health Plan coverage (15 covered PCP and covered Specialist Co-Payment and \$10, \$25 or \$40 co-payment for covered prescription drug). However, the Town shall not be required to continue such self-insuring of co-payment differences in any calendar year if the cumulative amount of such co-payment differences equals or exceeds the Town's annual savings from switching from the coverage provided in the 1997-99 collective negotiations agreement to the coverage specified in this section.

Any employee hired after January 1, 2000 shall be required to contribute annually 15% of the premium cost of Town-provided health insurance. However, notwithstanding anything to the contrary, the Employer's contribution during any month under this Agreement shall be not more than one-hundred and fifteen percent (115%) of the Employer's contribution on behalf of such employee (or similarly situated employees for new hires) during the same month one year prior to the contribution date. However, notwithstanding anything to the contrary, the Employer's contribution shall not exceed the following stipulated amounts:

Effective January 1, 2005 - Single policy - \$268.73, Family policy - \$734.11;  
Effective January 1, 2006 - Single policy - \$ 309.04, Family policy - \$844.23; and  
Effective December 31, 2006 - Single policy - \$355.40, Family policy - \$970.86.

The Town shall maintain a Section 125 Plan for the purpose of enabling employees to pay such employee premium contributions through such plan. All employee premium contributions shall be made through payroll deduction to the extent possible.

**Section 2:** In addition, the Employer agrees to pay the full cost of New York State Disability Insurance.

**Section 3:** The Town of Albion agrees to provide and pay 100% of the family premium costs of the Vision Care Plan established by the CSEA Employee Benefit Fund (EBF) for each employee covered under this contract.

**Section 4:** The Town of Albion agrees to provide and pay 100% of the cost of family/single coverage for the dental plan Smile Saver IV through Rochester Blue Cross/Blue Shield.

**Section 5:** Employees who are eligible for health insurance coverage under this Article and who provide written notice to the Town Board (or any individual designated by the Town Board) on or before December 15 of each year “opting out” of such Town provided employee welfare coverage for the next upcoming year, will be entitled to a payment of fifty (50%) percent of annual cost for single coverage, two person or family coverage, as applicable, had the individual elected to participate in the plan.

**Section 6:** Employees who are covered under another health insurance plan, such as through a spouse or parent, are not entitled to coverage under any the Town’s health insurance policies.

**Section 7:** The parties recognize that, from time-to-time, insurance carriers vary and/or discontinue plan benefits and coverage levels. The parties agree that, in the event any plan benefit or coverage level is modified or discontinued by the carrier, the Employer’s obligation will be limited to providing substantially equivalent coverage to the extent commercially available at a cost not exceeding the original premium cost prior to the plan benefit modification or discontinuance.

**Section 8:** Notwithstanding anything to the contrary, the parties agree to engage in additional discussions regarding changing health insurance carriers and/or plans during the term of this Agreement upon request of the other party. The health insurance carrier and plans set forth in this Article may be changed by the parties upon mutual agreement during the term of this Agreement.

#### **ARTICLE XIV PERSONAL LEAVE**

**Section 1:** Each full time permanent employee shall be granted a maximum of five (5) days of personal leave with pay in each calendar year of employment. Such leave shall not be paid if not taken and shall not be carried over into any succeeding calendar year or years. Such leave may be taken only after notice to the Employer and then only if the taking of such leave will not interfere with the Employer’s operation of its business.

Any personal leave which is not taken by an employee in a calendar year shall be added to the sick leave accumulation of the employee for use. The personal leave shall be added to the sick leave accumulation of the employee at the end of each calendar year.

**ARTICLE VX  
REST PERIODS AND CLEAN UP**

**Section 1:** Employees shall be granted a thirty (30) minute rest period in the first half of their shift and a ten (10) minute cleanup at the end of their shift. The rest period shall be confined to such thirty (30) minute period scheduled by their foreman as near as possible to the middle of the morning and a cleanup period shall be confined to (10) minutes as scheduled by their foreman at the end of each shift.

**Section 2:** All employees covered by this Agreement shall have an unpaid lunch period of at least one-half (1/2) hour at a time schedule in the sole discretion of the Town. Any employees who, with their consent and the approval of the Town, work through their lunch period, shall be paid for work performed at that time and allowed the option of leaving one-half hour early at the end of their shift provided leaving early does not interfere with the Town's operations or plans as determined by the Town in its sole discretion

**ARTICLE XVI  
CALL-IN**

Each employee covered under this contract who is called into work by the Employer shall be guaranteed and receive two (2) hours pay at the applicable straight or overtime rate if the employee works one (1) hour or less. Each employee covered under this contract who is called into work by the Employer shall be guaranteed and receive four (4) hours pay at the applicable straight or overtime rate if the employee works from one (1) to four (4) hours. Any employee who works more than four (4) hours shall be paid at the applicable straight or overtime rate for each hour or part thereof worked beyond four (4) hours. Payments on the basis of the applicable straight or overtime rate shall be governed by Section 2 of Article V (Hours of Work and Overtime) of this Agreement. Except as required by law, under no circumstance will any employee be eligible for more than 5 hours of call-in pay in any 24 hour period.

**ARTICLE XVII  
PART-TIME EMPLOYEES**

**Section 1:** Part-time employees shall be defined as employees who shall be scheduled to work less than thirty (30) successive calendar days at any one time (such employees may work more than thirty (30) calendar days, but shall remain part-time employees as long as they do not work thirty (30) calendar days in succession at any one time).

Such part-time employees shall receive a basic hourly rate as may be established by the Town Board, but in no event shall the hourly rate exceed the basic minimum rate payable under this contract and no fringe benefits may be paid.

**ARTICLE XVIII  
SHOP STEWARD**

**Section 1:** One person shall be designated by the Union as Shop Steward. The Shop Steward shall report any grievance to the Employer's representative. Such grievance shall be disposed of as set forth in Article VII hereof.

**ARTICLE XIX  
RETIREMENT**

**Section 1:** The Town of Albion shall provide and pay the full cost of the Twenty (20) Year Career Retirement Plan (Section 75i) of the New York State Retirement and Social Security law for each employee covered under this contract.

**ARTICLE XX  
DISCHARGE AND DISCIPLINE**

**Section 1:** a) Discharge and discipline for employees described in subsection 1 (a), (b) and (c) of Section 75 of the New York State Civil Service Law shall be handled in accordance with the procedures set forth in such law and the decision reached pursuant to such procedures shall be final and binding and not subject to review under the grievance and arbitration or any other provisions of this contract. The Employer shall present a written statement of charges against such employee to the Union as soon as such charges have been determined by the Employer.

(b) Discharge or discipline of any other employee shall be handled in accordance with the grievance and arbitration provisions of this Agreement. The Employer in such cases agrees to promptly notify in writing the Steward of such discharge or discipline.

**ARTICLE XXI  
LAYOFF AND PROMOTION**

**Section 1:** If two (2) or more employees wish to be considered for promotion and each is equally qualified in the judgment of the Employer, then the most senior employee will be promoted. In the event of a layoff, the least senior employee will be laid off first. In the event of recall, the most senior laid off employee shall be recalled first.

**ARTICLE XXII  
CIVIL SERVICE LAW**

**Section 1:** It is hereby understood and agreed that this Agreement and each and every part thereof is subject to the provisions of the New York State Civil Service law and any rules, regulations, provisions, ordinances, resolutions, or actions or any kind or nature of the State of Local Civil Service Commission or Personnel Officer (all collectively referred to as the "Law") and shall be construed and enforced only to the extent allowable and within the limits of the Law as if such law were a specific amendment to this Agreement. The application of the



Law to this Agreement which results in any change shall in no way give rise to any right by either party to renegotiate any part or all of this Agreement.

**ARTICLE XXIII  
SAVINGS CLAUSE**

**Section 1:** If any clause or provision of this Agreement is determined to be illegal, unenforceable, or null and void by any tribunal of competent jurisdiction such determination shall not affect any clause or provision hereof or give any right to either party to negotiate or renegotiate any part of all of this Agreement.

**ARTICLE XXIV  
JURY DUTY**

**Section 1:** In the event an employee covered by this Agreement is called to jury duty the Town shall pay the employee the difference between the employee's regular straight time pay and any juror's fee paid to the employee. The employee shall furnish the Town with written evidence of jury duty.

**Section 2:** In the event that the employee is discharged from jury duty before 1:00 p.m. the employee shall then report to the Highway Superintendent to be assigned for their regular duty.

**ARTICLE XXV  
DEATH IN THE FAMILY**

**Section 1:** In the event of a death in the immediate family of an employee covered by this Agreement the employee shall be entitled to paid leave with a maximum of four (4) days. The immediate family is defined as the spouse, child, brother, sister, parent or spouse's parents and grandparents. The employee shall be entitled to one (1) work day off with pay to attend the funeral of the following close relatives: aunt, uncle, niece and nephew. For the purpose of this Article an employee's pay shall be their regular straight time pay.

**ARTICLE XXVI  
WORKERS' COMPENSATION**

**Section 1:** Each employee covered under this contract who is unable to perform their duties because of an occupational disease, illness or injury shall receive their wages in the following manner for the length of the disease, illness or injury or until the compensation benefit ceases.

a. The Employee shall receive the Workers' Compensation benefit for the loss of wages.

b. The Town agrees that any full time employee who is receiving Workers' Compensation benefits as a result of a workplace injury arising during the performance of job

duties for the Town shall be permitted to supplement that benefit by using accumulated sick leave in the following manner: the employee shall be paid the difference between their normal bi-weekly wages and the Workers' Compensation benefit received for each bi-weekly pay period in which the employee has the use of accumulated sick leave. The Town shall reduce the accumulated sick leave of the employee by the amount of the supplemental wage paid to the affected employee. For instance, if the Town provides the employee with supplemental pay which is equal to one-third of the daily normal pay of the employee the Town shall be able to deduct one-third of a sick day from the employee for each day it provides the employee with such pay.

c. All lump sum payments received by the employee for the settlement of a claim regarding the illness, disease or injury shall be retained by the employee. During the term of the occupational injury, illness or disease, the employee shall continue to be covered by all wage and fringe benefit provisions set forth within the contract or otherwise provided by the Town. This shall include but not be limited to wage increases and the accrual of leave benefits.

d. If the employee is unable to return to work following the cessation of the compensation benefits the employee shall be allowed to use their remaining sick leave as provided in Article XI of this Agreement as well as any or all other leave accruals.

## **ARTICLE XXVII DRUG & ALCOHOL TESTING POLICY**

### **Section 1: Purpose**

This policy endorses the Town's responsibility and commitment to provide a safe and healthy work environment for its employees and its residents. The goals of the Town's drug and alcohol testing program are detection and deterrence. The possibility of being identified as a drug user or under the influence of alcohol discourages individuals from using drugs or alcohol and will enhance the safety of the Town's operations.

### **Section 2: Employees Subject to the Provisions of this Policy:**

This policy shall apply to all bargaining unit employees.

### **Section 3: Employee conduct Prohibited:**

This policy shall apply to all bargaining unit employees.

The following prohibitions are applicable to all employees subject to this policy.

a. Alcohol concentration: No employee shall report for duty or remain on duty while having an alcohol concentration of .02 or greater.

b. Alcohol possession: No employee shall report for duty or remain on duty while the employee possesses alcohol.

c. On duty use: No employee shall use alcohol while on duty.

d. Pre-duty use: No employee shall report to duty within four hours after using alcohol.

e. Prescribed substance use: No employee shall report for duty or remain on duty when the employee uses any substance pursuant to a medical prescription unless a qualified physician advises the employee that the substance does not adversely affect the employee's ability to safely perform the employee's duties and responsibilities, and unless such instructions have been provided to the Town prior to the performance of work.

f. Refusal to submit to a required alcohol or drug test: No employee shall refuse to submit to or cooperate with a random alcohol or drug test, a reasonable suspicion alcohol or drug test, or a follow-up alcohol or drug test required by this contract or applicable law. The Town will not allow an employee who refuses to submit to or cooperate with required testing to work, and such employee shall be subject to the consequences detailed in Section 6 of this Article.

g. Controlled substances testing: No employee shall report for duty or remain on duty with any measurable level of drug in the employee's system. As used herein, the word "drug" means a controlled substance or marijuana as defined in the New York Penal Law.

#### **Section 4: Types of Tests Required**

a. Pre-employment Test: Prior to the first time an employee begins employment with the Town, the employee shall undergo testing for drugs.

b. Random Testing: The Town shall perform unannounced random testing of employees for alcohol and/or drugs.

c. Reasonable Suspicion Testing: The Town shall require an employee to submit to an alcohol test and/or a drug test when the Town has reasonable suspicion to believe that the employee has violated the prohibitions of this policy.

#### **Section 5: Refusal to Submit to Required Testing**

a. Any employee required to be tested for the presence of alcohol or drugs pursuant to law or this contract shall submit to and cooperate with such testing. A refusal to submit to or cooperate with such required testing will constitute a violation of the prohibitions of Section 3 of this Article.

b. An employee will be deemed to have refused to submit to required testing if the employee unjustifiably fails to provide adequate breath, blood, urine, hair or other body fluid or substance required for testing.

**Section 6: Consequences for Employees Violating the Prohibitions of this Policy**

Any employee found to be in violation of the prohibitions of Section 3 of this Article shall be removed from duty and be subject to discipline or dismissal under the terms of this contract.

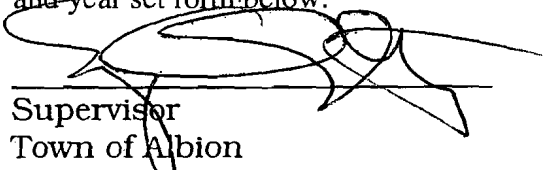
**Section 7: Use of an Outside Testing Facility**


The Town shall use a qualified outside testing facility to perform testing pursuant to this policy.

**ARTICLE XXVIII  
DURATION**

For the purpose of computation of wages this Agreement shall take effect January 1, 2007 and shall remain in full force and effect thru December 31, 2010. Either party desiring to modify or terminate this Agreement at its expiration shall notify the other party in writing of its desire to modify or terminate the said Agreement pursuant to Law. In the event that no notice is sent to either party the contract shall renew itself for a period of one (1) year.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year set forth below.

  
\_\_\_\_\_  
Supervisor  
Town of Albion

  
\_\_\_\_\_  
Unit President  
Town of Albion Highway Department  
Unit  
Local 837, CSEA, Inc.

Date: 12-8-06

Date: 12-7-06

  
\_\_\_\_\_  
Labor Relations Specialist  
Civil Service Employees Association

Date: 12/5/06

**SCHEDULE A  
WAGES, LONGEVITY AND CLOTHING ALLOWANCE**

**EFFECTIVE JANUARY 1, 2007**

**Section 1: Wages**

Rates effective for employees hired before January 1, 2000:

<u>TITLE</u>	<u>EFFECTIVE DATE</u>	<u>RATE</u>
Motor Equipment Operator	January 1, 2007      3%	\$18.47
Motor Equipment Operator	January 1, 2008      3%	\$19.02
Motor Equipment Operator	January 1, 2009      3%	\$19.59
Motor Equipment Operator	January 1, 2010      3%	\$20.18

Any full-time employee who commences employment after January 1, 2007 shall begin at the rate determined by the Town Board, depending on work experience but not less than \$15.56 per hour or exceeding the corresponding annual hourly rate as specified within the agreement.

The new employee shall receive the corresponding annual percentage wage increase upon successful completion of his/her probationary period and for each corresponding year thereafter in accordance with the agreement.

**Section 2: Longevity Steps**

Each member of the bargaining unit employed full time shall be entitled to a longevity bonus in salary of \$0.05 for each year or full time service to the Town up to a maximum of twenty-five years of service. Part-time employment shall not be included for purposes of the longevity bonus.

Each step of the bonus shall commence the pay period after the anniversary date of employment. For instance, if an employee's anniversary date is June 1, and the next paycheck will be issued June 7, the next applicable step of longevity bonus will not commence until June 8, the start of the next pay period.

**Section 3: Clothing and Shoe Allowance**

Effective January 1, 2004, each employee will receive a \$450 clothing allowance on an annual basis paid by separate check on or about January 31 of each year.