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Union: **Gowanda Supervisory Unit**

Local:

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7602

**GOWANDA
SUPERVISORY
UNION
AGREEMENT**

June 1, 2003 – May 31, 2006

RECEIVED

JUN 21 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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INTRODUCTION

THIS AGREEMENT entered into by the Village of Gowanda, New York, hereinafter referred to as "THE EMPLOYER" and the Gowanda Supervisory Unit, hereinafter referred to as "THE UNIT", has as its purpose, the harmonious relations between the Employer and the Unit, the establishment of an equitable and peaceful procedure for the resolution of differences; and of the rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Unit as the sole and exclusive bargaining unit for the purpose of establishing salaries/wages, hours and other conditions of employment for the term of this Agreement for all full-time Department Heads and Supervisory personnel of the Water, Sewer and Highway Departments of the Employer, except elected and appointed officials, and in pursuance to the provisions set forth in the Public Employees Fair Employment Act, and other provisions of the New York State Civil Service Law, as amended or otherwise not inconsistent herewith, hereby grants The Unit unchallenged representation status.

All new full time employees of this Unit, who have completed sixty (60) days of satisfactory service, shall be entitled to full employment benefits and pay at the appropriate Wage Schedule.

ARTICLE II – MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, the Employer retains the sole right to manage its business, services and to direct the work force, including the right to determine the mission, purposes, objectives and policies of the Village; to determine the facilities, methods, means and number of personnel for the conduct of programs, including examination, selection, recruitment, training, retention, promotion, assignment or transfer of employee pursuant to law.

The above rights of the Employer are not all-inclusive, but indicate the type of matters and rights, which belong to and are inherent to the Employer. Any and all rights, powers and authority the Employer had prior to this Agreement are retained except as specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE III – UNIT PRIVILEGES

Section 1. Dues

Employer agrees to deduct regular membership dues from the wages of the employee, and remit to the Supervisory Unit said amounts from employees who have signed authorization permitting such deductions.

Any changes in the amount of dues to be deducted must be certified by the Unit in writing and forwarded to the Employer.

Section 2. Access to Premises

Employer agrees to permit representatives of the Unit to enter the premises of the Employer for the discussion of Unit matters provided it does not interfere with the performance of duties and is accomplished in a reasonable amount of time.

ARTICLE IV – HOURS OF WORK

Section 1. Regular Hours

Department Heads are considered salary, exempt employees and are required to work the hours necessary to accomplish efficient management of their departments under the direction of their Village Board affiliate.

ARTICLE V – HOLIDAYS

Section 1. Holidays Recognized and Observed

The following days are recognized as paid holidays to Unit Members:

- | | |
|--------------------------|-----------------------------|
| a) New Year's Day | g) Columbus Day |
| b) Washington's Birthday | h) Veteran's Day |
| c) Good Friday | i) First Day of Deer Season |
| d) Memorial Day | j) Thanksgiving Day |
| e) Independence Day | k) Christmas Day |
| f) Labor Day | l) Employee Birthday |

Whenever any Holiday listed above falls on Saturday, Sunday or other date, Employee is not scheduled to work, the employee shall be given said Holiday the day immediately previous or following the Holiday as determined by the Employer

Section 2. Eligibility

To be eligible for Holiday pay, an employee must work the regular day immediately preceding and following the Holiday.

For the purpose of this Section, sick, personal, bereavement and vacation will be considered as days worked.

Section 3. Holiday Work

If an employee must work on a Holiday, he/she shall be given a compensatory day off within a ten (10) day period. Holiday time may not be accumulated.

ARTICLE VI – PAID LEAVES

Section 1. Personal Leave

All full-time supervisory employees shall receive five (5) personal leave days per year. In the event said personal leave days are not used, then such personal days shall be added to the sick days accumulated by the employee. Personal leave shall be used in no less than four (4) increments.

The employee shall give forty-eight (48) hours notice to the Trustee or Village Administrator in charge of his intent to take personal leave. The Trustee or Village Administrator may in an emergency waive the notice requirement.

Section 2. Bereavement Leave

Each full time employee shall be entitled to Bereavement Leave of up to four (4) days with pay **from the date of death to the date of Interment** in the event of the death of his/her spouse, parent, child, brother or sister. Such employee shall be entitled to bereavement of three (3) days because of the death of a parent-in-law, brother-in-law, sister-in-law or daughter-in-law.

Section 3. Jury Duty

Any full time employee who is required to serve jury duty shall receive his/her usual weekly or daily compensation while so serving, less any amounts paid to said employee as compensation for serving.

ARTICLE VII – SICK LEAVE

Section 1. Credits

All full time Supervisory employees shall receive one (1) day per each month service.

Section 2. Accumulation

Employee sick days may be accumulated up to one hundred sixty-five (165) days. Sick time must be used at a minimum of four (4) hours at a time.

All new supervisors come under the same plan as the employees.

At the end of the fiscal year (May 31), all sick leave credits in excess of one hundred sixty-five (165) days will be paid at the rate of one-half (1/2) pay for such days accumulated.

Section 3. Doctor's Certification

After three (3) consecutive days of leave for illness, the Employer may request a doctor's certification.

Section 4. Sick Leave at Retirement

Upon retirement of an employee, the Village will pay, in cash, up to the maximum accumulation of one hundred and sixty-five (165) days, an annual payment not to exceed the annual premium of the current type health plan eligible to receive, and to the extent of the value remaining from the time of retirement. Such payment would be made on the date of the Village's open enrollment period with the health plan carrier.

A retiree opting to join the Village Health Plan during an enrollment period may apply the remaining unpaid balance of cash toward premiums, to the extent available and, thereafter, pay any future premiums owed, to the Village Office at a time specified by the Village Clerk.

ARTICLE VIII – WORKER COMPENSATION/NYS DIABILITY

As a requirement to receiving continuous full pay to the extent sick leave days are accumulated, the employee shall assign their Worker Compensation and/or New York State Disability reimbursement for wages to the Village of Gowanda

The Village, upon receipt of benefit payments, will restore employee sick days to the extent of receipts on a per diem basis.

Employees not wishing to assign wage benefits to the Village, will be paid solely from Worker Compensation and/or New York State Disability until such time that wage benefits can be verified by check copy or other verifiable means, and then the difference will be paid and deducted on a per diem basis from accumulative sick leave.

Lump sum benefits, other than wages, are exempt from this section.

ARTICLE IX – VACATION

Section 1. Entitlement

Full time Supervisory Employees shall receive vacation with pay per the following schedule:

After one (1) year of Service	Two (2) weeks
After two (2) years of Service	Two (2) weeks
After three (3) years of Service	Two (2) weeks
After six (6) years of Service	Three (3) weeks

Supervisory Employees hired prior to June 1, 1988, shall remain on their previous schedule as follows:

After ten (10) years of Service	Four (4) weeks
After Fifteen (15) years of Service	Five (5) weeks
After Twenty (20) years of Service	Five (5) weeks
After Twenty-Five (25) years of Service	Six (6) weeks

All vacation time will be used in a minimum of four (4) hour increments.

Section 2. Scheduling

Vacation time is not accumulative. Employees shall schedule their vacation time during the current fiscal year. All vacation time requests are subject to the approval of the Village Board or its designee in the case of Department Heads, providing conditions permit the employee to be absent from his/her job.

Section 3. Payment In Lieu

Under extenuating circumstances, management may request an employee to forego some or all of their earned vacation if operational requirements so dictate. In such circumstances payment would be made in cash for any unused vacation credits at the end of the fiscal year upon proof that the employee attempted to reschedule and use the time earned. Payment in lieu would be based upon the salary in effect at the time of occurrence.

ARTICLE X – HEALTH INSURANCE

Section 1. Coverage

Effective with enrollment date of 2/1/95, all full-time unit employees will be covered by Community Blue Secure Plan (family plan) with the following riders:

- 1) Five (\$5.00) Dollar – 100% prescription drug plan, without contraception;
- 2) Dependent Student rider to age 25;
- 3) Nursing Home and skilled nursing facility care; and
- 4) Extended medical care.

Health insurance is to be paid by the employer for the duration of this Agreement. All prior coverage is to remain in full force and effect for the duration of this Agreement.

Section 2. Change of Carrier

The Employer, at its option, may present to the Unit, a proposal to provide health insurance coverage from a source other than that which is currently in effect, and administrative effectiveness to benefits being currently provided. Any change in health insurance shall provide for uninterrupted benefits. The Unit agrees to work with Employer to shop for the most cost-effective comparable plan, including the willingness to raise the co-pay not to exceed ten (\$10.00) Dollars.

Section 3. Duplicate Coverage

The Health Insurance Benefits currently in effect will be paid by the Employer, unless the Employee and/or spouse is covered by an equal or like plan with Blue Cross/Blue Shield /Community Blue during the term of this Agreement, in which case, the coverages by the Village will be terminated in favor of the spouse's plan. If, in the future, such plan is no longer available to the employee and/or spouse, the benefits, set forth in this Contract, will be provided by the Village. All employees will be surveyed semi-annually to determine coverage under this Section. **(The intent of this Section is not to place any Employee "at risk" of no coverage; it is solely to address the potential problem of double payment to the carrier by two (2) employees for what amounts to single coverage.)**

For each full policy year the Employee is covered on a spouse's health plan, the Village would pay a cash stipend of Five Hundred (\$500.00) Dollars payable the first pay period following the policy anniversary date.

Employee may return to the Village plan during any open enrollment of the plan, usually the policy anniversary date.

Section 4. Change of Co-Pay

The Village, at its discretion, may change the co-pay from Five (\$5.00) Dollars to Ten (\$10.00) Dollars. If the co-pay is changed to Ten (\$10.00) Dollars, the Village will provide the supervisors with a One Thousand (\$1,000.00) Dollar Flex Plan, to be funded by the Village. All other riders and coverage will remain as specified in the current contract.

ARTICLE XI – RETIREMENT

Section 1. Membership

All present full time employees, who are currently eligible for membership in the New York State Employees Retirement System, shall become a part thereof of the Plan known as One-Fiftieth (1/50) Twenty-Five Year Plan, Section 71-I, and shall be made retro-active to 1938, or date of appointment. The Employer agrees to adopt and apply for the Forty-One “J” (41-J) Rider to said System and pay for same, except that employees hired after January 1, 1977 shall be contributory members of the Plan as required by Law.

It is further understood that if the “consent” or “waiver” of the employee as described by the law is required, said employee shall comply.

ARTICLE XII – SUBSTANCE ABUSE

The Substance Abuse Agreement is attached as Appendix “B”. The contract in effect for all service employees allows extension of the policy to all employees, not just CDL operators; thereby making the policy non-discriminatory. Safety sensitive duties are described in the Village’s Drug and Alcohol Testing Policy, which remains in effect, under Purpose and Program Requirement which follows Federal and State Law and regulations regarding drug and alcohol testing of employees.

ARTICLE XIII – WAGES & CLASSIFICATION

Section 1. Wage Schedule

Wages per the terms of this Agreement, shall be as set forth in APPENDIX “A”.

Section 2. Classification

Any Supervisor who has his/her job classification changed on a permanent basis or is assigned to a different job classification on a permanent basis will receive the wage compensation appropriate for the new or changed position.

ARTICLE XIV – CLOTHING ALLOWANCE

Section 1. Reimbursement

Each employee shall equip himself/herself with three (3) sets of work shirts and work trousers; or three (3) sets of coveralls, at his/her option. The aggregate cost will be reimbursed to the Employee by the Village in a maximum amount of Sixty (\$60.00) Dollars per annum upon submission to the Village Clerk, said vouchers supporting receipts for the purchase thereof. Vouchers shall be in such form as furnished by the Village Clerk.

Section 2. Coveralls

The Village will provide one (1) pair of coveralls per annum, of the same type as provided to the other regular full-time employees.

ARTICLE XV – SETTLEMENT OF DISPUTES

Section 1. Grievances

Any grievance, dispute or claim by an Employee of this Unit that there has been a violation, misrepresentation or inequitable application of any provision of this Agreement, or any administration policy or practice having to do with compensation, working conditions or fringe benefits, shall be settled in the following manner:

- Step 1:** The aggrieved employee will first take the matter up formally or verbally with his Representative of the Village Board. Said employee may be accompanied by a designee of the Unit.
- Step 2:** If the grievance is not resolved informally within seven (7) calendar days, it is to be reduced to writing and presented to the Village Clerk. The Unit must be kept informed as to the status of the grievance and its resolution.
- Step 3:** If the grievance is not resolved within fourteen (14) days, it shall be submitted to the Village Board for resolution at its next regular meeting.
- Step 4:** If the grievance is not resolved by the Village Board, at its next regular meeting or within ten (10) days thereafter, it shall be submitted to binding arbitration.
- Step 5:** The arbitrator will be selected by mutual agreement of the parties. Failing mutual agreement, PERB will be asked to suggest the names of three (3) arbitrators. Each party may strike one (1) name. The remaining name will be the Arbitrator.

Step 6: The cost of the arbitration will be borne by the losing party.

Section 2. Timeliness

The grievance shall be deemed waived unless it is submitted in writing to the Village Clerk within ten (10) days after the aggrieved party knew or should have known of the events or conditions on which it was based.

ARTICLE XVI – RECIPROCAL RIGHTS

Section 1. Representation

The Employer recognizes the right of the employee to designate representatives of the Supervisory Unit to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the term and conditions of this Agreement and to visit the Employees during working hours. Such Employee Representative shall also be permitted to appear at public hearings before the Board of Trustees upon the request of the employees.

Section 2. Bulletin Boards

The Unit shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Village Board or its designee.

Section 3. Grievance Handling

The Officers and Agents of the Unit shall have the right to visit the Employer's facilities for the purpose of adjusting grievance matters and administering their terms and conditions of this Agreement.

Employees who are designated or elected for the purpose of adjusting grievances or administration of this Agreement shall be permitted reasonable time from their regular duties to insure harmonious and cooperative relations between the Employer and the employee and the uninterrupted operation of government.

ARTICLE XVII – SAVINGS CLAUSE

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

ARTICLE XVIII – MAINTENANCE OF BENEFITS

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

ARTICLE XIX – TOTAL AGREEMENT

The foregoing constitutes the entire Agreement between the parties and no verbal statement or other amendments, except those mutually agreed upon, in writing, and annexed hereto, shall supersede or vary provisions herein.

ARTICLE XX – STATUTORY PROVISION

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

ARTICLE XXI – TERMINATION & MODIFICATION

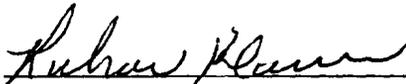
This Agreement shall become effective June 1st, 2003 and shall remain in effect until Midnight May 31st, 2006. It shall remain in effect from year to year thereafter except that the Village or the Unit shall notify the other in writing not less than one hundred twenty (120) days prior to budget submission date of its intent to negotiate a successor agreement. Each negotiation to a successor agreement shall commence not less than one hundred (100) days prior to budget submission date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto affixed their hands and official seals and caused these presents to be signed by their respective authorized officers.

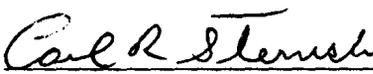
VILLAGE

SUPERVISORY UNIT


RICHARD L. KLANCER, Mayor
Dated: _____


MICHAEL E. HUTCHINSON
Dated: 7/15/03

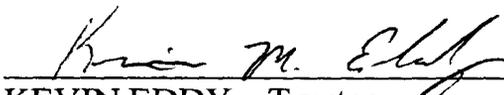

BARBARA NEPHEW - Trustee
Dated: 7-16-03

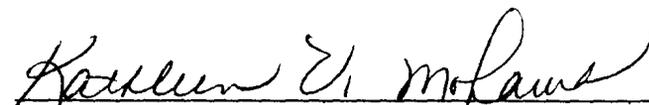

CARL R. STERNISHA
Dated: 7-15-03


JOHN DEDLOFF, JR. - Trustee
Dated: July 15, 2003


JOHN COUDREY
Dated: 7-16-03


DALE DeCARLO - Trustee
Dated: JULY 17, 2003


KEVIN EDDY - Trustee
Dated: July 27, 2003

WITNESS: 
KATHLEEN V. MOHAWK - Village Clerk
Dated: July 29, 2003

APPENDIX "A"

WAGE SCHEDULE

	4% <u>June 1, 2003</u>	4% <u>June 1, 2004</u>	4% <u>June 1, 2005</u>
Chief Operator Sewer *(Compost, Lab Director)	\$39,116.50	\$40,681.16	\$42,308.42
Chief Operator Water	\$39,641.16	\$41,226.80	\$42,875.87
Highway Superintendent	\$39,641.16	\$41,226.80	\$42,875.87
*Public Works Superintendent	\$10,000.00	\$10,400.00	\$10,816.00

The Chief Operator and Public Works Superintendent receive Zero (0%) the first year.

APPENDIX "B"

The policies stated herein shall include alcohol, and the following drugs: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, (5) phencyclidine, as listed in 49 CFR Part 40.

PROHIBITED CONDUCT

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her blood alcohol concentration is 0.02 or greater. No employee shall use alcohol within four (4) hours of reporting for duty. No employee shall use alcohol during the hours that he/she is on-call. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination. Any employee engaging in the manufacturing, distribution, dispensing, possession, or use of prohibited substances while on the job, will be subject to disciplinary action up to and including termination. Law enforcement will be notified, as appropriate, where criminal activity is suspected.

APPLICABILITY

The policies stated herein shall apply to all Union employees of the Village of Gowanda covered by 49 CFR Part 40. The random testing shall apply to all safety-sensitive employees including full-time Drivers, part-time Drivers, and any employee who is required to have a CDL as part of his/her job.

Any employee who reports a substance abuse problem to the Safety Officer prior to testing, will not be disciplined and will be given all possible assistance in the most confidential manner possible.

REPORTING

Employees have the obligation to report to the immediate supervisor or safety officer use of any controlled (prescriptive) substance that may affect the performance of his/her duties. Such employees should be prepared to produce proof of medical authorization upon request. An employee, using a drug or over-the-counter remedy legally prescribed and properly taken, will not be disciplined, but may be prohibited from driving. Failure to report such use or provide proof of authorization upon request may result in disciplinary action.

TESTING

Drug screen and/or breath alcohol tests shall be administered under the following circumstances:

- Reasonable suspicion
- Random

- Follow-up to a positive test
- Return to work from a positive test
- Post-accident (required under the following circumstances);
 - Fatal accidents
 - Non-fatal, if immediate medical attention away from the scene is required
 - Either vehicle is towed.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol testing, and 32 hours for drug testing. Any employee involved in an accident must refrain from alcohol use and remain on duty until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing, will be considered to have refused the test and will be subject to discipline up to and including discharge. Employees tested under this provision will include not only the operations personnel, but any other employee whose performance could have contributed to the accident.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial testing indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of greater than 0.02, but less than 0.04, will result in removal from his/her position for that day. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.

All positive drug screen assay tests must be confirmed by GC/MS testing as well. A strict chain of custody procedure must be followed.

All urine samples will be divided as required and an independent test performed when requested by the individual at a mutually agreed Lab. This test will be at the expense of the individual. If the test is negative, the Company will reimburse the employee for the test.

Cost of testing required subsequent to positive test results will be done at the expense of the employee unless covered by employee's health insurance.

All urine specimens will be taken by the authorized agent of the testing organization. The collection site and the collection of the specimens will be in compliance with Federal Regulations.

Whenever possible, operators will be tested before starting a piece of work.

The Company may not require an employee to remove any clothing for the purpose of collecting a sample except the Company may require that an employee leave

any personal belongings, any unnecessary coat, jacket, or similar outer garments outside of the collection area (other than worn clothing).

RESULTS

Test results for marijuana shall be "positive" when the level of concentration is higher than the cutoff levels according to Federal Regulations.

Test results for other drugs or controlled substances shall be "positive" when the level of concentration in urine is higher than the cutoff levels according to Federal Regulations.

All positive results found during random testing will be handled under rules applying to off-duty results.

POSITIVE TEST RESULTS FOR MARIJUANA (OFF-DUTY)

1. First Occurrence:
 - a. The employee will be out of service (not permitted to work) until a retest shall be "negative" (i.e., meets Federal standards). The employee shall choose the date of the retest.
 - b. Counseling will be required.
 - c. The employee will be required to be tested six (6) times in the next twelve (12) months after returning to work.
 - d. After sixty (60) months, if a positive test recurs, it will be considered a first occurrence.
2. Second Occurrence:

An employee who has a positive test for marijuana a second time shall be subject to disciplinary action up to and including discharge. After sixty (60) months, if a positive test recurs, it will be considered a first occurrence.

POSITIVE TEST RESULTS FOR ILLEGAL DRUGS OTHER THAN MARIJUANA (OFF-DUTY)

1. First Occurrence.
 - a. The employee shall be out of service (not permitted to work) until a retest shall be "negative". The employee shall choose the date of the retest.

- b. Enrollment in a rehabilitation program shall be mandatory. Refusal to enroll, or to meet all requirements of such a program, may result in disciplinary action up to and may include discharge.
- c. The employee shall be required to be tested six (6) times in the next twelve (12) months after returning to work.
- d. After sixty (60) months, if a positive test recurs, it will be considered a first occurrence.

2. Second Occurrence

The second time an employee is found to have a positive drug test for any illegal drug other than marijuana, that employee shall be subject to discipline up to and including discharge. After sixty (60) months, if a positive test recurs, it will be considered a first occurrence.

POSITIVE TEST RESULTS FOR ALCOHOL (OFF-DUTY)

1. First Occurrence

- a. An employee who has confirmed alcohol concentration of greater than 0.02, but less than 0.04, will result in removal from his/her position for the day. An alcohol concentration of 0.04 or greater will be considered under the influence of alcohol, and out of service (not permitted to work).
- b. The employee shall be evaluated by the Substance Abuse Professional. The SAP will decide if rehabilitation is needed or not.
- c. The employee shall be required to be tested six (6) times in the next twelve (12) months after returning to work.
- d. After sixty (60) months, if a positive test recurs, it will be considered a first occurrence.

If an employee tests between 0.02 and 0.04, he/she will be removed from the safety-sensitive position for the next eight (8) hours.

Safety-sensitive positions are those where a Commercial Drivers License is required. Specific examples are outlined in the Village's Drug and Alcohol Testing Policy under Section 2.1.

2. Second Occurrence

The second time an employee is found to have a positive alcohol test, that employee

will be subject to discipline or discharge.

After sixty (60) months, if a positive test recurs, it will be considered a first occurrence.

Off duty clarification:

Described as the time period prior to the start of a shift or during any break, lunch or rest period and for the purpose of operation of any vehicle or machinery, this period is extended to four (4) hours before reporting to work. As more vaguely defined in the Union's Substance Abuse Agreement, off-duty is defined as that period immediately before or after the work shift of the individual employee.

POSITIVE TEST WHILE ON-DUTY

Any positive tests that occur as the result of a urine screen or breath alcohol test requested for probable cause will subject the individual to discipline up to and may include discharge. (Probable cause shall be defined as erratic actions, behavior or appearance, as substantiated by a trained Company official.) Some criteria or probable cause shall be impaired speech, dilated eyes, forgetfulness, slow reflexes, defensive demeanor, or the smell of alcohol. Any employee found to have been under the influence of drugs or alcohol while on duty shall be subject to discipline up to and including discharge.

POST ACCIDENT TESTING

Any Village employee involved in a motor vehicle accident while on duty shall be subject to testing under this procedure.

CONFIDENTIALITY

The Employer will make every effort to assure confidentiality (conform to all Federal, State, and Local Law) throughout the testing process, and to protect the individual's dignity and right to confidentiality. Except as required by law, or expressly authorized or required by the regulations, the Employer will not release any information from the records it is required to maintain under the regulations. The employee and the Union, if so authorized by the employee, upon written request, is entitled to obtain copies of any records pertaining to the employee's drug and alcohol testing.

COST OF REHABILITATION

The Employer shall provide, on a one-time-only basis, for the complete costs of the rehabilitation program provided under its Employee Assistance Program (EQP). Any cost for rehabilitation over and above that provided for in the EQP agreement, shall be borne by the employee.

ADDITIONAL TERMS AND CONDITIONS

The Company will develop programs designed to educate employees about the dangers of substance and alcohol abuse, the EQP services available through the Company, and about public and private services available to employees who have a substance abuse problem.

Education and training will be provided for all appropriate personnel. All training and education expenses shall be paid by the Company.

All safety-sensitive employees covered by the terms of recent regulations, shall be provided with appropriate literature advising them of the new legislation, its requirements, and the individual's rights and responsibilities under the law. It is not intended that this Agreement violate any individual's rights.

WAIVER

Should the regulations concerning mandatory drug and alcohol testing issued by the Federal Transit Administration (49 CFR Part 653 or 654) or any parts or portions thereof, or the provisions of this Agreement found to be invalid or unconstitutional, such provisions shall be rendered null and void and cease to be effective, pending renegotiation by the parties.

Both parties agree to abide by any changes issued by FTA concerning mandatory drug and alcohol testing.

REFUSAL

Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from the duty immediately, and will be subject to discipline, which may include discharge. Refusal can include an inability to provide a specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence, resulting in the inability to conduct the test.

CONTACT PERSON

Any questions regarding this policy or any other aspect of the drug-free and alcohol-free program, employee(s) should contact the following representative:

KAREN BYRNE
SAFETY OFFICER