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**Contract Database Metadata Elements**

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Employer Name: **Crawford, Town of**

Union: **Town of Crawford Unit, CSEA, AFSCME, AFL-CIO**

Local: **Orange County Local 836, 1000**

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# AGREEMENT

by and between the

TOWN OF CRAWFORD

and


CSEA, Local 1000 AFSCME,  
AFL-CIO



Town of Crawford Unit  
Orange County Local 836

January 1, 2006 - December 31, 2010



14 Employees   
covered by Agreement

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This contract made and entered into on the day 6/17 of 2006

by and between:

THE TOWN OF CRAWFORD, A MUNICIPAL CORPORATION OF THE STATE OF NEW YORK IN THE COUNTY OF ORANGE, WITH ITS PRINCIPAL OFFICE AT THE TOWN HALL, TOWN OF CRAWFORD, BOX 7, PINE BUSH, N.Y. 12566, HEREINAFTER REFERRED TO AS THE "TOWN".

and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO - A MEMBERSHIP CORPORATION DULY INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK WITH OFFICES LOCATED AT 143 WASHINGTON AVENUE, ALBANY, NEW YORK 12210, HEREINAFTER REFERRED TO AS THE "UNION".

Whereas, it is the intent and purpose of the parties hereto by entering into this agreement to promote harmonious and cooperative relationships between the Town of Crawford and its Employees covered by this agreement, and to protect the Public by assuring to the public that at all times the orderly and uninterrupted and functions of that department will continue and to comply with the statutory requirements as are set forth in the Public Employees Fair employment Act (Taylor Law), it is understood and agreed by and between the parties hereto as follows:

## ARTICLE I

### SECTION 1 - RECOGNITION AND DUES DEDUCTIONS

The Town of Crawford employer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, pursuant to the terms of the certification issued on September 8, 1983 as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit as defined in Article I Section 2.

The Employer agrees that the Union shall be the sole and exclusive representative for all of the employees under the supervision of the Highway Superintendent, and all full-time Police Dispatchers, Parks /Recreation employees excluding summer laborers, clerk, shop foreman, and those titles excluded by law.

In the event new title(s) are created by the Employer during the term of this agreement, the Union shall be informed in writing, fifteen (15) work days prior to the

establishment of such new title(s). In the event the Union and the Employer cannot agree as to whether the new title(s) are to be included/excluded in from the bargaining unit, the parties agree to submit the question to the 3<sup>rd</sup> step of the grievance procedure and arbitration article of this agreement. Current titles excluded are summer laborers, clerk, shop foreman.

Unless otherwise stated, all monetary benefits, wages, insurance, time off, refer to full-time employees only.

## **SECTION 2 - DUES DEDUCTION**

A. The Employer agrees during the term of Agreement to check off the Union dues of each employee member for whom a valid written authorization is received by the Employer and to remit the same to the Union. Such deduction shall be made in the amount certified in writing by the Union to the Employer and shall be no greater in amount than the dues uniformly required by the Union for the maintenance of good standing in the Union.

B. The Employer agrees not later than the 15<sup>th</sup> day of the month following the last payday of the previous month to remit to the Union, dues as may have been deducted for such preceding month for each employee who has signed an authorization card.

C. It is expressly agreed and understood that the Union assumes full responsibility for the validity and legality of such employees' deductions are made by the Employer and hereby agrees to indemnify and save the Employer harmless by virtue of such deductions and payments to the Union.

## **ARTICLE II - MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this agreement all of the authority, rights, responsibilities possessed by the Employer are retained by it, including, but not limited to the right to determine the mission, purpose, objectives and policies of the Employer, to determine the facilities, methods, means and number of personnel required to conduct Employer programs, to administer Merit System, including the selection, recruitment hiring appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law to direct, deploy and utilize the work force, and discipline or discharge employees in accordance with the law.

## **ARTICLE III - INFORMATION**

Within 30 days of the effective date of this Agreement, the Employer shall supply to the CSEA, Inc., with an office at 143 Washington Ave., Albany, N.Y., a list of all

employees in the bargaining unit showing the employees' full name, home address, social security number, item number, job title, membership status, insurance deductions, and starting date of employment. Such information shall hereafter be provided to the Orange County Civil Service Employees' Association, Inc., Local #836, on a semi-annual basis. In addition, the Town shall supply to the Orange County Civil Service Employees Association, Inc., Local #836, a listing of employees showing social security number and work location who terminate their employment.

#### **ARTICLE IV - NO STRIKE**

##### **SECTION 1**

CSEA agrees that it shall not cause, instigate, encourage, condone or engage in any strike against the employer, nor shall it impose upon its members the obligation to assist or participate in any such strike against the Town.

##### **SECTION 2**

CSEA shall exert its best efforts to prevent and terminate any strike against the Town.

##### **SECTION 3**

Nothing contained in this agreement shall be construed to limit or diminish the rights, remedies or duties of the employer or of CSEA, or of employees under State Law.

#### **ARTICLE V - TENURE**

Upon satisfactory completion of three (3) months probation an employee shall be permanent. However, in the event the Town determines the employee does not meet expectations or needs additional time in training, the Town may at its discretion extend the probationary period for another sixty (60) days. The employees shall be notified of the extension and reasons thereof in writing.

Upon completion of probation, as above, an employee subject to discipline shall be entitled to disciplinary arbitration. Selection of Arbitrator will be in accordance with NYS PERB rules.

#### **ARTICLE VI - PAST PRACTICES**

No employee shall suffer any reduction of benefits or privileges in existence prior to January 1, 1980.

## ARTICLE VII - SUCCESSOR CLAUSE

This agreement shall be binding upon the Town and its successors, assignees, lessees or transferees of the Town or any other parties to contracts with the Town, which successors, assignees, lessees, transferees or parties provide services similar to those provided by members of the bargaining unit represented by CSEA, Inc.

## ARTICLE VIII - HEALTH INSURANCE

### SECTION 1

The Town shall continue to provide Health Insurance which includes major medical and hospitalization for all full-time employees and their dependents.

Employees newly hired 1/1/95 and thereafter shall contribute ten (10%) percent of the health insurance premium through payroll deduction.

### SECTION 2 - NEW HIRES

Probationary employees will be excluded from participation in the New York State Health Insurance Program. These probationary employees will be allowed to participate with 100% contribution to be paid by employee for the first three (3) months of employment (probationary period) or extended period. Upon completion of their probationary period and permanency, the Town shall then contribute 90% of the cost for these employees and dependents.

### SECTION 3

The Town shall pay the total premium for health insurance, which includes major medical and hospitalization for each employee and their dependents who retire from the Town. To be eligible for health insurance in retirement the employee must have completed 10 years of service with the Town.

Effective with ratification of this agreement January 1, 2006 all new employees hired after will be responsible to contribute 10% of health insurance premiums in retirement for either individual or family plans.

### SECTION 4

The Town may wish to change carriers, however, benefits will be maintained at the level, prevailing at time of change. Union will be notified prior to change.

## **ARTICLE IX - ACCESS TO EMPLOYEES**

The Union and its designated agents shall have the sole and exclusive right to access to members of their bargaining unit during working hours to administer this agreement and to explain Civil Service Employees Association's sponsored benefits and programs.

The Employer agrees that no representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to bargaining unit employees. The Employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space on property or premises owned or occupied by the Town of Crawford.

### **SECTION 1 - PERSONAL HISTORY FOLDER**

An employee shall have the opportunity to review his or her personal history folder in the presence of an appropriate Town official and at his or her option, his or her union representative upon five (5) working days notice provided. However, where the employee's personal history folder is kept at a location other than the employee's place of work, seven (7) days notice shall be required. The employee may place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse, however, an employee may not review letters of reference obtained in connection with his initial and subsequent employment, or any pertinent documentation which may be in present litigation.

### **SECTION 2 - EYE GLASSES**

The Town agrees to provide one hundred and seventy-five (\$175.00) dollars annually for reimbursement of new glasses obtained by an employee provided employee provides adequate documentation as to need and payment receipt. Reimbursement could be yearly. Effective January 1, 2005 this reimbursement shall be two hundred (\$200.00) dollars.

Effective 1/1/06 the Town will provide (\$225.00) annually for reimbursement of new glasses.

This reimbursement shall increase by \$25.00 each year of the contract to a total of 325 effective 1/1/10.

Total reimbursement for glasses will be made for glasses that are broken during the performance of job related duties. Report to be filed immediately to the Immediate Supervisor with a copy to the Town Clerk.



### **SECTION 3 - DENTAL PLAN**

All full-time members of the bargaining unit will be provided with the CSEA EBF Horizon Family Dental Plan at no cost to the employee.

### **ARTICLE X -- COMPENSATION**

Salaries for 2006, 2007, 2008, 2009 and 2010, shall be those found in Appendix A of this agreement.

Wage Schedules shall be increased as follows:

Effective Jan. 1, 2006 - 4.25%  
Effective Jan. 1, 2007 - 4.25%  
Effective Jan. 1, 2008 - 4.25%  
Effective Jan. 1, 2009 - 4.25%  
Effective Jan. 1, 2010 - 4.25%

All wage increases shall be retroactive to 1/1/2006.

Employees shall receive a longevity payment of \$100.00 for every year of completed service. Payment shall be made in payroll immediately following the employees anniversary date.

Current employees shall be credited with all years of service as of January 1, 2001.

Employees with less than 5 years of service will be deemed to have completed 5 years of service for the purposes of this provision.

Employees hired January 1, 2001 and thereafter shall receive \$100.00 annually as described above.

### **OVERTIME**

- A. All employees shall be paid time and one-half for all hours worked beyond the regular work day and/or work week.
- B. In computing overtime, holidays, sick leave and all other approved time off shall be considered as hours worked during the forty (40) hour week.
- C. If any highway employee is called in due to some emergency, he shall receive guarantee of payment of minimum of two (2) hours pay at overtime rate.
- D. When an employee is required to work on Saturday or Sunday overtime rules shall apply.
- E. There shall be no pyramiding of overtime or premium pay.

## ARTICLE XI - WORKDAY - WORKWEEK

### SECTION 1 - WORKDAY - WORKWEEK

Basic workweek for Highway Department employees is forty (40) hours.

Commencing on the last Wednesday in September and ending the 1<sup>st</sup> Wednesday in May working hours shall be 7am - 3pm Monday through Friday. Commencing 1<sup>st</sup> Wednesday in May and ending the last Wednesday in September the work hours shall be 6am - 4pm Monday through Thursday.

These starting dates may be changed by mutual agreement between the union and Superintendent of Highways.

### SECTION 2 - TIME CLOCK

Each employee is required and must punch his own time card. An allowance of 15 minutes will be given during each pay period.

### SECTION 3 - DISPATCHERS

Basic workweek for full-time Dispatchers will consist of at least 32 hours per week to 40 hours per week.

Dispatcher work shifts shall be B-line (8:00 a.m. to 4:00 p.m.) C-line (4:00 p.m. to 12:00 midnight). An employee who works an eight (8) hour line shift is entitled to a one (1) hour lunch. It is understood by all parties that the Town has the right to determine the need to fill any of the aforementioned shifts and that the designation of the shifts listed are for structure only, not a guarantee of work shift.

Overtime shall be paid for hours worked over 40 hours per week.

Seniority shall be an important consideration in all shift assignments and time off. However, the Chief of Police or designee shall make the final decision regarding all assignments.

Shift schedules will be assigned by the Chief of Police or designee.

Police Dispatchers' compensation will be calculated on an hourly rate of pay consistent with the annual chart in Appendix A (i.e., 2080 hours divided by the annual rate equals hourly rate for that year).

### SECTION 4 - PARKS/RECREATION

Basic workweek for the Park/Recreation employees shall be 40 hours Monday - Friday 8:30 am - 4:30 pm. Summer hours will be Monday - Friday 7:00 am - 3:00 pm with a ½ hour lunch. Hours may be changed by mutual agreement between the Town and the CSEA.

## ARTICLE XII - HOLIDAYS

A. All employees shall be entitled to receive the following Holidays with said regular rate of hourly pay.

New Year's Day	Christmas Day
Memorial Day	Martin Luther King, Jr.
Independence Day	Birthday
Labor Day	Washington's Birthday
Election Day	Good Friday
Columbus Day	Lincoln's Birthday
Thanksgiving Day	Veteran's Day
Friday after Thanksgiving	

Effective 1/1/2007 the separate holidays of Washington's and Lincoln's birthday shall be replaced by the single holiday of Presidents day.

B. When such Holiday falls on a Saturday, Town Highway employees shall be granted the Friday preceding and when a Holiday falls on a Sunday, the following Monday shall be given as the paid holiday.

C. When an employee works on a Holiday, such employee shall be compensated at the overtime rate 1-1/2 for all hours worked.

D. In the event an employee is required to work on the Friday following Thanksgiving, the employee shall receive a personal day in lieu of overtime.

## ARTICLE XIII - PERSONAL LEAVE

All employees will be granted three (3) personal leave days per year. An employee shall not be required to give reason for requesting such leave. Prior approval of the Highway Superintendent for personal leave must be obtained. Unused personal leave days not used during the year will be converted to sick leave accruals.

## ARTICLE XIV - SICK LEAVE

### SECTION 1 - SICK LEAVE ACCUMULATION

Each employee shall be allowed to earn one (1) sick day per month. Sick leave may be accumulated to maximum of 165 days.

**SECTION 2 – SICK LEAVE NOTIFICATION**

An employee absent on sick leave shall notify their department prior to starting time and reason therefore. Medical certificate is mandatory after three (3) continuous sick days upon return to work.

**SECTION 3 – SICK LEAVE PARKS/RECREATION DEPARTMENT**

Employees shall earn one-half ½ sick day per month. Sick leave may be accumulated to a maximum of 75 days.

**ARTICLE XV – RETIREMENT**

The Town will provide coverage under Section 75i and 41J, and 60b of the New York State Retirement System.

**ARTICLE XVI - JURY DUTY**

**SECTION 1 - JURY DUTY**

The employee shall be entitled to his full day's salary, providing that the employee reports to work on days which he does not serve a full day as a witness or juror. Employee will retain mileage fees and meal allowance, however, his pay as a juror must be submitted to the Town.

**SECTION 2 - BEREAVEMENT LEAVE**

In the event of death in the immediate family of the employee, the employee shall be granted three (3) days leave of absence with pay. Immediate family shall be defined as: spouse, son, daughter, brother, sister, mother, father, grandmother, grandfather, mother-in-law, father-in-law, grandchildren.

**ARTICLE XVII – SENIORITY**

- A. Employment for seniority purposes shall commence on the date of the employee's first hiring by the Town.
- B. Seniority shall be an important factor in scheduling of overtime, vacation and layoffs.
- C. In the case of job requirement for non-competitive and labor class employees, said job promotions shall be granted to qualified employees on seniority basis. For

competitive employees said job promotions shall be governed by the options as provided in the Civil Service Law.

### ARTICLE XVIII – UNIFORMS

A. All highway employees shall be provided with the following minimum uniforms:

7 shirts

7 pants

2 jackets

1 pair of work gloves

The Town will pay the cost of uniforms only after an employee has completed three (3) months of continuous service.

B. All employees of the bargaining unit shall report to their respective jobs in proper attire. Any employee may be sent home by his/her immediate supervisor if in his/her opinion that employee lacks proper attire. Time shall be deducted from employee's accruals.

C. The Town shall reimburse highway employees for work shoes of up to \$125. per year upon submission of receipt of purchase. Workshoe is defined to mean a steeltoe or a safetyshoe as identified by OSHA.

Effective 1/1/2006 increase annual shoe allowance by \$15.00 in each year of the contract.

D. All dispatchers shall be provided with the following minimum uniforms: 4 complete uniforms consisting of 2 pairs of slacks, 2 skirts, 4 short sleeve shirts, 4 long sleeve shirts and 1 office over-garment (i.e. blazer or sweater).

Uniforms damaged in the line of duty shall be replaced by the Town.

Dispatchers shall receive a work shoe allowance of \$100.00 annually.

Dispatchers will be given an annual uniform cleaning allowance of \$150.00, to be paid on their anniversary date.

E. Effective 1/1/2006 a tool allowance shall be established for the mechanics. The Town shall reimburse the employee for up to \$500 annually for the purchase of tools to be used by the mechanics.

## **ARTICLE XIX - GRIEVANCE PROCEDURE**

### **DEFINITION**

It is the purpose of this procedure to service at the lowest possible administrative level equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraining and reprisal.

A grievance is any claimed violation, misrepresentation or improper application of this Agreement or the interpretation of this Agreement or any dispute over any working condition, work practices.

### **SECTION 1 - RIGHTS**

1. An employee shall have the right to present grievances in accordance with the procedure free from coercion, interference, restraint, discrimination or reprisal.
2. The grievance shall have the right to be represented at any step of the procedure by the CSEA representative.
3. The grievant shall be allowed reasonable time to discuss his grievance with his representative and/or a CSEA staff representative, shall be given access to grievance, providing permission is obtained and no disruption of work schedules occur.
4. Each party to a grievance and the CSEA representative shall have access to reasonable times to all written statement and records pertaining to such a case.
5. When a grievance involves an act or condition over which an immediate supervisor lacks power or authority to act, the grievance may be initiated at the second step of the procedure.
6. When a grievance is satisfactorily adjusted at any one of the steps of the procedure, the settlement shall be noted on a report signed by both parties.
7. Where the Employer fails to answer at any step of the grievance procedure within the specified time limits, the grievance may then be moved onto the next higher step by the grievant or his representatives.

### **SECTION 2 - PROCEDURE**

#### **STEP 1**

Any employee considering himself aggrieved may, in writing, present a grievance to his immediate supervisor within twenty (20) days of the alleged violation or within twenty (20) days of the employee's knowledge of the alleged violation. The immediate supervisor will have five (5) working days to give his decision in writing to the grievant from the time the grievance is submitted.

#### **STEP 2**

If not settled at the first step, the grievant may then submit his grievance to the Town Supervisor. The Town Supervisor will call a conference with the grievant and his

representative and render his decision within 5 working days from the time the grievance is received.

**STEP 3**

If not settled at the second step, the grievant may then submit his grievance in writing to the Town Board. The Town Board or a committee of the Town Board will call conference with the grievant and his CSEA representative and render its decision in writing within ten (10) working days from the time of conference.

**STEP 4**

In the event that the grievance is not settled at the third step, the grievant and CSEA may within ten (10) days file with the Town Board its intent to arbitrate the matter, if after five (5) working days the parties fail to agree on an impartial arbitrator, either party shall be free to make the necessary application to the New York State Public Employment Relations Board (PERB) for a list of arbitrators for the selection of an impartial arbitrator according to the established procedure of the New York State Public Employment Relations Board (PERB). The decision of the arbitrator shall be binding on both parties, and the fees and expenses for such arbitrator are to be shared equally by the Town and the Union.

~~No items can be added or subtracted from this agreement or any provision hereof amended, modified or changed by arbitration.~~

**ARTICLE XX - MANDATED PROVISION OF THE LAW**

Notice as provided by Section 204.a of the Civil Service law as amended.

"IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROVAL LEGISLATIVE BODY HAS GIVEN APPROVAL."

**ARTICLE XXI - DISCIPLINARY PROCEDURE**

Employees in the non-competitive and labor classes who have been in the employ of the Town for three (3) consecutive months shall be accorded rights provided by Section 75 of the Civil Service Law, as it relates to removal, suspension, or any other disciplinary action.

**ARTICLE XXII - VACATION LEAVE**

**VACATION SCHEDULE**

A. All full-time employees shall be entitled to the following vacation days with pay:

1 <sup>st</sup> thru 12 <sup>th</sup> Month	no vacation
13 <sup>th</sup> Month on	1 week per year
24 <sup>th</sup> Month on	2 weeks per year
After completing five years	3 weeks per year

All employees shall receive one additional vacation day per year after the fifth (5<sup>th</sup>) year to maximum of ten (10) additional days to provide or a total of 5 weeks per year.

B. Employees may elect to be paid for vacation in lieu of taking actual time off. Said payments shall be made in the first pay period of December.

C. All employees may not take or use vacation time without the approval of the Department Head. Single vacation days may be granted but must be requested two (2) weeks in advance up to a maximum of five (5) days per year. Additional single vacation days may be taken but only with prior approval of the Department Head.

D. The employees with the most seniority in the department shall receive consideration over other employees with lesser seniority as to when vacation will be granted.

E. If a holiday(s) falls within the vacation period being taken by employee then employee vacation time shall be credited for the holiday(s) that falls within such period.

F. Maximum vacation accumulation shall be 30 days vacation.

G. Upon death, retirement or resignation, the employee or his beneficiary shall be paid for all unused vacation earned prior to termination at the rate of pay (current) to the above.

**B. Parks/Recreation Department**

All full time employees shall be entitled to the following vacation days with pay:

After 6 months	1 week
13 to 24 months	2 weeks
5 years	3 weeks
10 years	4 weeks



**ARTICLE XXIII - DURATION OF CONTRACT**

This agreement shall take effect January 1, 2006 and shall remain in full force and effect and expire on December 31, 2010.

TOWN OF CRAWFORD

BY: [Signature]  
SUPERVISOR

CIVIL SERVICE EMPLOYEES ASSOCIATION

BY: [Signature]  
CSEA UNIT PRESIDENT

DATE: 6/27/06

[Signature]  
LABOR RELATIONS SPECIALIST

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# TOWN OF CRAWFORD

## APPENDIX "A" PAYMENT SALARY SCHEDULE

2006 Thru 2010

TITLE	CLASS		01/01/06 2006 4.25%	01/01/07 2007 4.25%	01/01/08 2008 4.25%	01/01/09 2009 4.25%	01/01/10 2010 4.25%
Laborer	III		\$17.61	\$18.36	\$19.15	\$19.97	\$20.82
	II		\$17.76	\$18.52	\$19.31	\$20.14	\$21.00
	I		\$18.05	\$18.82	\$19.62	\$20.46	\$21.33
Driver	III		\$20.32	\$21.19	\$22.10	\$23.04	\$24.02
	II		\$20.62	\$21.50	\$22.43	\$23.39	\$24.39
	I		\$20.91	\$21.80	\$22.73	\$23.70	\$24.71
Mechanic & Machine Operator	III		\$22.01	\$22.95	\$23.93	\$24.95	\$26.02
	II		\$22.30	\$23.25	\$24.24	\$25.28	\$26.36
	I		\$22.61	\$23.58	\$24.59	\$25.64	\$26.73
Working Foreman	III		\$23.28	\$24.27	\$25.31	\$26.39	\$27.52
	II		\$23.58	\$24.59	\$25.64	\$26.73	\$27.87
	I		\$23.88	\$24.90	\$25.96	\$27.07	\$28.23
Dispatcher Head	Step	1					
		2					
		3					
		4	\$16.32	\$17.02	\$17.75	\$18.51	\$19.30
<b>Parks &amp; Grounds</b>							
Department Head			\$19.25	\$20.07	\$20.93	\$21.82	\$22.75
Laborer Full Time			\$17.25	\$17.99	\$18.76	\$19.56	\$20.40
Laborer Part Time			\$13.00	\$13.56	\$14.14	\$14.75	\$15.38

Prepared by Town of Crawford Bookkeeper 05/31/06

Class III - First 3 months; Class II - 4 to 12 months; Class I - First day of 13th month.

Dispatchers shall advance one step annually to step 4.

Part-time employees shall be paid at the Class III rate of the position they hold.

Seasonal Worker; minimum wage, after 80 continuous hours an additional \$.50.

## APPENDIX B

### **DRUG AND ALCOHOL TESTING POLICY**

Each employee of the Town of Crawford is expected and required to report to work on time and in an appropriate physical and mental condition for work. It is the intention and the obligation of the Town of Crawford to provide a drug free, safe and secure work environment. Consequently, the unlawful manufacture, distribution, possession, or use of a controlled substance by a employee on municipal property or while conducting municipal business is, without qualification, prohibited. An employee suspected of violating this policy shall be subject to a disciplinary proceeding.

The Town of Crawford recognizes drug abuse as a potential safety, health and security problem. An employee needing help in dealing with a drug abuse problem is encouraged to use services available from his or her health care provider.

The Town will provide transportation to and from the test site for all random testing. If tested positive for alcohol for greater than .02, the employee will be returned to his home.

An employee who tests positive with an alcohol level of .02 to .0399 shall receive a minimum penalty of three days with NO PAY. The employee may return to work after testing negative. Second and further testing will be at the expense of the employee. Two positive tests within 12 months, the employee will be subject to disciplinary action, up to and including termination. Said penalty shall be subject to the grievance procedure.

If tested positive with an alcohol level .04 or greater or positive drug test as described in the federal regulations, the employee will be given a referral to a Substance Abuse Professional. An evaluation and all further testing will be at the expense of the employee. A second positive test will be grounds for dismissal, subject to the grievance procedure.

As a condition of employment, an employee directly engaged in the performance of work pursuant to a federal grant must abide by the terms of this policy. In addition, such an employee must notify the Town of Crawford of any criminal conviction for the illegal use of drugs in the workplace. Federal law requires that such notice be given within five(5) days after a conviction.

Each employee involved in the performance of work pursuant to any federal grant shall be provided a copy of this policy.

STIPULATION OF AGREEMENT

BY AND BETWEEN

TOWN OF CRAWFORD  
HIGHWAY UNIT

AND

THE CSEA, INC

In an attempt to resolve any potential conflict between the Town of Crawford and the CSEA Town of Crawford Highway Unit as it regards the Towns proposed employee handbook, the following will apply.

First and foremost the Town acknowledges that the Collective Bargaining Agreement which exists between the parties take precedence over any inconsistent rules, regulations and procedures of an employee handbook.

Secondly, the Town and CSEA acknowledge that any provision of the Towns employee handbook that is a mandatory subject of negotiation and is not covered by the Collective Bargaining Agreement must first be negotiated prior to implementation by the Town.

And thirdly, the Town and CSEA agree that should the employee handbook address a matter that is either a permissive or mandatory subject of negotiation and that is not covered by the Collective Bargaining Agreement but is an established past practice between the Town and the union, the parties agree to meet to negotiate such matter. This provision however does not diminish the current contractual rights regarding practices as contained in Article VI of the Collective Bargaining Agreement.

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Town of Crawford

*Thomas E. Bluff*  
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CSEA

*CHRISTOPHER F. RAS*  
\_\_\_\_\_  
Town of Crawford

*Douglas Morin*  
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CSEA 6-14-06

*SEPT 2002 6127106*



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

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Danny Donohue, President

