Ontario, Town of and Town of Ontario Blue Collar Unit #9111-00, CSEA Local 1000, AFSCME, AFL-CIO, Wayne County Local 859 (2016) (MOA)

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Union: Town of Ontario Blue Collar Unit #9111-00, CSEA, AFSCME, AFL-CIO

Local: Wayne County Local 859, 1000

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AGREEMENT
by and between the
TOWN OF ONTARIO

and

CSEA, Local 1000 AFSCME, AFL-CIO

Town of Ontario Blue Collar Unit #9111-00
Wayne County Local 859

January 1, 2016 - December 31, 2020

1/1/16 - 12/31/20
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STATEMENT OF PURPOSE

This agreement, entered into by the Town of Ontario, Wayne County, New York, (hereinafter referred to as the “employer”), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified union for the Town of Ontario Blue Collar Unit, Wayne County Local 859, (hereinafter referred to as the “union”), has as its purpose the promotion of harmonious relations between the employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment. We, furthermore, affirm that the employer and each employee shall, at all times, be a dedicated, courteous and efficient representative of public employment, realizing full well that we are under constant scrutiny of the public at large and that we are performing an essential public service. Any references to the masculine gender in this agreement shall be deemed a shorthand reference to both genders (e.g. “he” refers to “he or she” and “his” refers to “his or hers”).

ARTICLE I
PRINCIPLES

Pledge Against Coercion

The employer and the union each agree not to interfere with the rights of employees to become members of the union or to refrain from becoming members of the union and there shall be no discrimination, interference, restraint or coercion by the employer or the union, or any employer representative, or by any union representative, against any employee because of union membership or because of employee activity in an official capacity on behalf of the union or because of non-membership in the union. This section will not be construed in any way to say that the union must expend funds for any employee.

ARTICLE II
RECOGNITION

Section 1 Bargaining Unit

The employer recognizes the union as the sole and exclusive bargaining unit for the purpose of establishing salaries, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this agreement for all individuals employed full time by the Town of Ontario, New York, under the following job classifications, to wit, all employees in the employer’s Highway Building and Recreation Departments except employees in the employer’s Water Utilities Department, clerical employees, elected officials, appointed Department Heads and salaried personnel. A full time employee is defined as one who works for the Town of Ontario on an annual basis and who is employed regularly more than twenty (20) hours per week.
Section 2  Payroll Deductions For Union Dues

A) The employer shall deduct biweekly from the wages of employees within the bargaining unit regular membership dues and insurance premium co-payments as certified by the union for those employees who have signed the appropriate payroll deduction authorization permitting such deductions.

B) The employer shall remit such deducted monies monthly to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210. The union hereby agrees that should it receive funds from any employee through payroll deduction to which it was not legally entitled it will return said funds to the employee.

In addition, employees in this bargaining unit who are not members of the union shall have deducted from wages the amount equivalent to the dues levied by the union. The employer shall make such deduction and shall transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

Upon completion of the union card and acceptance into the union of the employees of the Town of Ontario, the CSEA President shall provide the name of the employee to the Town Supervisor within two (2) weeks of acceptance of such employee into the union.

C) Any change in the amount of union dues to be deducted must be certified by the Local Union Treasurer or the Administrator, in writing, and be forwarded to the employer; such change is to be implemented in the next payroll deduction period.

D) During the term of this agreement, the employer agrees to grant exclusive rights of dues deduction to the union, and will deduct union membership dues from the wages of those employees who individually request, in writing, that such deduction be made. The amount to be deducted shall be certified to the employer by the union and the aggregate deductions, together with a list of employees for whom deductions were made, shall be remitted forthwith to the union at the address in subparagraph (B) above.

E) Employees who wish to revoke payroll deduction authorization cards shall do so by notification to the union and to the employer either thirty (30) days prior to the expiration of this agreement, or thirty (30) days prior to the anniversary date of joining the union. Notification shall be by certified mail.
On February 1st of each contract year, the employer shall provide the Town of Ontario CSEA Blue Collar President a list of all names, addresses and both civil service and local titles of each employee in the bargaining unit, upon request.

Section 3  CSEA Meetings

The employer agrees to permit the CSEA Labor Relations Specialist to enter the premises of the employer to confer with Town of Ontario employees serving as elected or appointed officers of CSEA during normal work hours. Such meetings will not interfere with the normal duties of the employees.

The Department Head will be notified of the meeting as soon as practicable.

Section 4  Posting Communications

The union shall have the right to post notices or other communications on existing town bulletin boards within the buildings devoted to the Town of Ontario. The union, however, agrees that any item to be posted which is outside the realm of the business of the union shall be approved by the employer, in advance.

Section 5  Meetings During Work Hours

The union Labor Relations Specialist may, for the purpose of administering this agreement, meet with union members on the job, provided that no undue interruption of work is caused by such meeting.

Section 6  Copies Of This Agreement

The employer will reproduce and make available copies of this agreement to all employees. Reproduction will be by photocopier.

Section 7  Role Of Union Representation

The shop stewards of the union shall be allowed to act as representatives of union members in handling of grievances and to perform other duties related to their office. Reasonable time shall be allowed without loss of pay, subject, however, to the operating efficiencies of the unit and directions of supervisory personnel, always taking into consideration that the unit is relatively small and that the absence of a single employee materially reduces the percentage of employees available for carrying on the work of the unit.

Section 8  Contract Negotiations

The employer will give time off, with no loss of pay, for two (2) members of the local union contract negotiating team to participate in contract negotiations if they are
scheduled to work during the negotiation period, either the day or evening, as mutually agreed.

Section 9 Attendance At Union-Related Meetings

Members of the union who are elected or designated to attend any convention or executive board meeting of the Civil Service Employees Association, Inc. shall be permitted to attend such functions and be granted the necessary time off, without pay, provided that the total said time is not in excess of five (5) work days in any calendar year, and further provided that a request for such leave is made by the union, in writing, to the department head no less than five (5) work days prior to the date that the particular function is scheduled.

Section 10 Labor/Management Meetings

Conferences between representatives of the employer and at least two (2) representatives of the union on important matters, which may include the discussion of procedures for avoiding grievances and other methods of improving the relationship between the parties, may be held upon the request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Such meetings may be scheduled for Saturdays or early evenings. Employees acting on behalf of the union shall suffer no loss of time or pay should such meeting fall within their scheduled work hours.

ARTICLE III
MANAGEMENT RIGHTS

The municipality retains the sole right to:

• manage its business and services and to direct the work force, both permanent and temporary, including the right to decide the number and location of its business and service operations and the methods, processes and means used in the operating of its business and services and control of buildings, materials, parts, tools, and all equipment which may be used in the operation of its business, or in supplying its services to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement;

• maintain order and efficiency in all of its departments and operations, including the sole right to discipline, suspend and discharge employees for just cause in conformance with Civil Service Law, and to the laws of the state;

• hire, lay off, assign, transfer promote, demote for just cause, determine the qualifications of employees, and to sub-contract any operations for bona fide economic reasons, if it does not involve a layoff or reduction in the size of the department work force as more specifically provided in Article XIX herein;
• determine the starting and quitting time and the number of hours to be worked subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

The stipulated rights of the municipality are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the municipality. Any and all rights, powers and authority which the municipality had prior to entering this agreement are retained by the municipality except as expressly and specifically abridged, delegated, granted or modified by this agreement.

ARTICLE IV
GRIEVANCE AND ABITRATIONS

Section 1 General
A) It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees that may arise in the course of employment.
B) No provision in this agreement shall be interpreted to require the union to represent an employee in any stage of the grievance procedure if the union considers the grievance to be without merit.

Section 2 Definitions
A) “Employee” shall mean any person employed by the employer who is covered by this agreement.
B) “Grievance” shall mean any disputed matter pertaining to conditions of employment, including the meaning, application and interpretation of this agreement.
C) “Department Head” shall mean a person of authority who normally supervises the employee’s work.
D) E) Unless otherwise noted, “day” refers to work days.
F) “Work day” shall mean any eight (8) hour shift.

Section 3 Matters Relevant To Grievance Procedure
A) The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the union to proceed within the time limit set forth shall terminate the grievance at this step. The failure of the
employer to answer within the time limit set forth will entitle the
union to proceed to the next step of grievance procedure.

B) Any step of the grievance procedure may be bypassed by mutual
agreement, in writing.

C) In the case of a group, policy or organizational type grievance, the
grievance may be initiated directly at Step III.

Section 4 Union Stewards

A) Employees selected by the union to act as union representatives
shall be known as "stewards". The names of employees selected
as stewards and the names of other union officers and
representatives who may represent employees shall be certified, in
writing, to the Town Supervisor by the local union by February 1st of
each contract year.

B) Union stewards, or an authorized union officer in the steward's
absence, shall have the right to investigate and process grievances
during their regular work hours, without loss of pay, after making
arrangements with the department head for job coverage.

Section 5 Rights of the Parties

Any party to this agreement, or their authorized representatives, shall have access,
upon request, to any written statements or records which shall be presented as
evidence by the other party at any hearing provided by this agreement in advance of
said hearing. In the event sufficient time does not exist for any such party to review
such evidence, the hearing shall be adjourned to a later date at the request of either
party.

Section 6 Grievance Procedure

Step I The union steward, or other authorized representative of the union, shall
present any grievance orally to the department head. If an aggrieved
employee initiated the grievance, he may or may not elect to be present.
The department head may then make such investigation as he deems
appropriate, including consultation with his superior, and shall render an
oral decision to the grievant and his representative within three (3)
calendar days, excluding Saturdays, Sundays and holidays, after
presentation of the grievance. The grievance must be originally presented
within fifteen (15) days of its occurrence or knowledge of its occurrence.

Step II If not resolved in Step I, the union steward, or other authorized
representative of the union in the absence of the steward, shall reduce the
matter to writing, on a Grievance Form provided by the union, setting forth the facts of the grievance and the relief sought and submit the grievance to the Town Supervisor within fifteen (15) calendar days, excluding Saturdays, Sundays and Holidays, of the receipt of the department head’s decision, or of the date that such decision was due at Step I. The Town Supervisor shall investigate the matter and may hold a meeting with the authorized representative of the union and shall, in any case, render his decision, in writing, within fifteen (15) days of the receipt of the written grievance from the union to the union steward, or any other authorized representative of the union, whichever the case may be.

Step III  
If the matter is not settled at Step II within the time limits set forth above or no answer is forthcoming, the grievance may be submitted, within fifteen (15) calendar days, excluding Saturdays, Sundays and holidays, of the date such answer is received or should have been due to the local union president, or his authorized representative, to the Town Board. A meeting shall be held among the Town Board, the grievant and his representative, which may include the CSEA Labor Relations Specialist, not later than fifteen (15) days after they receive the grievance. For the purpose of this procedure, the union grievance committee will consist of no more than three (3) employee representatives. The Town Board shall transmit to the union president its decision, in writing, on any grievance matter within fifteen (15) days after the date such meeting was held.

Step IV  
If the union is not satisfied with the decision on the grievance at Step III, it may, within fifteen (15) calendar days, excluding Saturdays, Sundays and holidays, of the receipt of the decision of the employer, or from the date that such decision would have been due, refer the matter to the arbitration step in the manner set forth in the section below.

Section 7  
Arbitration Procedure

A)  
When either of the parties desire that an unresolved grievance be submitted to arbitration, the matter shall be referred to the Director of Conciliation of the New York State Public Employment Relations Board or the American Arbitration Association, with simultaneous notification to each other, requesting a list of impartial arbitrators from which the arbitrator who will make the determination of the grievance shall be selected by the parties, in accordance with the rules of procedure of either of the arbitration agencies.

B)  
The arbitrator shall have the initial authority to determine whether or not the dispute is arbitrable. Once he has determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the disputes submitted to arbitration.
C) The arbitrator shall be requested to render a decision within fifteen (15) days of the arbitration hearing or within fifteen (15) days of the request of any written position of both parties.

D) The expenses and fees of any arbitrator shall be borne equally by the parties of this agreement.

E) The decision of the arbitrator shall be final and binding on both parties.

F) No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this agreement but he may order restitution.

G) Each party shall be responsible for any payment of fees to experts or witnesses called in their behalf.

ARTICLE V
DISCIPLINE AND DISCHARGE

Section 1 Exercise of Rights

A) The only procedures for taking disciplinary action or measures against any employee covered by this agreement shall be set forth in the following sections and may, in addition, at the option of the union, apply in lieu of Sections 75 and 76 of the New York Civil Service Law for the employees who would otherwise be covered by those sections.

B) Disciplinary action or measures shall include only oral reprimand, written reprimand, suspension and/or discharge.

C) Disciplinary action may be imposed upon an employee only for arrest for a violent crime, for work related incidents, or for failing to fulfill his responsibilities as an employee.

I. An employee may be suspended without pay upon his arrest for any violent crime which constitutes a felony under NYS Penal Law whether or not the incident leading to the arrest is job related. The employee shall notify his supervisor as soon as practicable after the arrest has taken place.

II. An employee may be suspended without pay upon his arrest for any crime involving theft of services or materials from the employer, or upon his arrest for any crime arising out of a work-related incident.
III. In the event an employee is arrested for driving while intoxicated or driving while ability impaired while operating any town vehicle, or while operating his own vehicle on town business, such employee shall be immediately suspended without pay.

If the charges arising out of the incidents in subdivision I and/or III are dismissed (other than an adjournment in contemplation of dismissal), the employee shall be reinstated without loss of seniority and without loss of longevity or retirement credits.

If the charges arising out of the incidents in subdivision II are dismissed (other than an adjournment in contemplation of dismissal), the employee shall be reinstated without loss of longevity or retirement credits.

If the charges are sustained, or the employee is allowed to plead to a lesser charge, or the employee receives an adjournment in contemplation of dismissal, such employee may immediately be discharged.

When disciplinary action or measure is imposed upon or is pending against an employee, then the employer shall notify the employee, the unit president and the union steward within twenty-four (24) hours, in writing, of the specific reasons for such disciplinary action being imposed and the proposed penalty. The written notification shall contain a detailed description for the charges, which shall include dates, times and places. The written notification shall indicate that one (1) copy has been sent to the appropriate union steward and one (1) copy to the unit president.

D) Prior to the exhaustion or initiation of the grievance procedure applicable to the disciplinary action, an employee may be suspended without pay only if the employer has reason to believe that the employee's continued presence on the job represents actual danger to persons or property or would severely interfere with operations. However, if a suspension is meted out in consideration of the above, pending the outcome of an arbitration proceeding, such determination shall be reviewable by the arbitrator should the matter become the subject of an arbitration proceeding in accordance with this agreement. In any case, the disciplined employee, upon request, will be allowed to discuss his discharge or discipline with his steward or other authorized representative of the union, and the employer will make available an area where he may do so before he may be required to take leave of the premises.

Section 2 Disputes as to Discipline and Discharge

When the employer feels that there is just cause for a disciplinary or discharge action to be taken against an employee and such action is taken, or notification is given that such
is pending, the action may be appealed by the employee through the union and be processed as a grievance matter at Step III of the grievance procedure within fifteen (15) calendar days, excluding Saturdays, Sundays and holidays, of receipt of such notification, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the union.

Section 3  Reinstatement After Suspension

If in any case where an employee has been suspended pending the outcome of an arbitration proceeding an arbitrator finds that such suspension or discharge was unwarranted, or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time and all other rights and conditions of employment as may be determined by the arbitrator.

Section 4  Limitations

An employee shall not be disciplined for acts of which the employer had knowledge that occurred more than thirty (30) days prior to the written notice of the disciplinary action served on the employee, but the employee's work record may be considered in any penalty imposed.

Section 5  Disciplinary Transfers

Shifts, job assignments, transfers or reassignment to another division or unit shall not be made for the purpose of imposing discipline.

Section 6  Personnel Records

All employees covered by this agreement shall have the opportunity of reviewing their personnel file maintained by the Town Clerk. This file shall contain their personnel application, evaluations, medical evaluation, and all letters of commendation, reprimand, suspension and any and all actions that have taken place during their employment with the employer.

ARTICLE VI
DEPARTMENTAL RULES AND REGULATIONS

A)  All employees are required to report to work at the scheduled time. Any unexcused tardiness shall be regarded as a violation of these rules. An employee's tardiness may be subject to written warning. Continued unexcused tardiness may be considered as grounds for dismissal after either a departmental hearing or after following the grievance procedure, whichever review is elected by the employee.

B)  Any absence not reported within fifteen (15) minutes prior to the time the employee is scheduled to commence work, except in an emergency situation, will not be paid.

C)  All employees shall comply with any existing work rules and regulations of the employer that are not in conflict with the terms of this agreement. Any proposed additional departmental rules and regulations shall be reviewed
with a representative of each bargaining unit or their representative prior to adoption.

D) In the event of a transportation breakdown or acts of God, an employee's failure to report to work on time will be excused. The employee shall, however, endeavor to arrange for alternate transportation, which will be provided, if possible. If transportation cannot be obtained, the employee may elect to use vacation or personal time. It shall be the employee's responsibility to be at work on time. No employee shall sign in for any other employee and no unauthorized personnel shall remove cards form the time card holder or examine another employee's time card.

ARTICLE VII
SENIORITY

Section 1 Definition

Seniority means an employee's length of service as a full-time employee with the employer since his last date of hire. If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by lot at the time of their appointment. Part-time employees who take full-time positions shall have their seniority prorated as per the NYS Employees' Retirement System.

Section 2 Breaks in Continuous Service

For the purpose of seniority, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee returns to work as a full-time employee within one (1) year, the break in continuous service shall be removed from his record.

Section 3 Probationary Period

A) All new employees who are appointed to fill a permanent position will be subject to a six (6) month probationary period including any training period. All new employees who are appointed to fill a position in the competitive class will be subject to a probationary period as provided for in New York State Civil Service Law. All new employees who complete the probationary period shall be entered on the seniority list retroactive to the first date of employment with the town.

B) The union shall represent all probationary employees for the purpose set forth under Article I of this agreement.

Section 4 Layoff and Bumping, General

A) In the event the employer plans to lay off employees for any reason, the employer shall meet with the union to review such anticipated layoff at least fourteen (14) calendar days prior to the date such action is to be taken.
B) When such action takes place, it shall be accomplished by laying off temporary employees first, provisional employees second, probationary employees third, then permanent employees, all in the inverse order of seniority.

C) Full-time employees to be laid off will have at least fourteen (14) calendar days' notice of layoff.

D) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority. Such employee may, if they so desire, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee whom they bump. The employee shall receive the pay of whichever job to which he bumps.

Section 5 Seniority Lists

The employer shall provide, within sixty (60) calendar days from the execution of this agreement, a seniority roster which shall be posted on all department bulletin boards. The union shall receive written notice of any changes or new hires.

ARTICLE VIII
WORK FORCE CHANGES

Section 1 Promotion & Filling of Vacancies in Non-Competitive Classifications

A) The term "promotion" means the advancement of an employee to a higher paying position.

B) Whenever an opportunity for promotion occurs, or a job opening occurs in other than a temporary situation in any existing non-competitive job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards stating the job classifications, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than two (2) weeks.

C) During this period employees who wish to apply for the open position may do so. The application shall be in writing and shall be submitted to the employee's immediate supervisor.

D) The employer shall fill such job openings or vacancies, other than temporary positions, from among those employees who have applied who meet the standards of the job requirements, except if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selecting from among those qualified, the employee with the greatest seniority.

E) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) calendar days, but not to exceed sixty (60) calendar days. If it is found that such employee does not meet the requirements of the position to which he has been selected during the trial period, or he voluntarily relinquishes such
position, then such employee shall be restored to his former position. The position vacated shall remain as a temporary full-time position until the completion of the trial period.

Section 2  Promotion & Filling Vacancies in Competitive Classifications

Whenever a job opening occurs in a competitive civil service job classification, the normal procedure for the selection of candidates from an appropriate Civil Service eligibility list shall apply.

Section 3  Temporary Job Openings

A) Temporary job openings are defined only as job vacancies that may periodically develop in any job classification because of illness or vacation or leave of absence for any reason of more than a duration of eight (8) hours.

B) Temporary job openings in higher classifications shall be filled by employer assignment or re-assignment from among personnel (within the division in which the openings occur) and the assignment shall be made in terms of a promotion based upon seniority and qualification. When it is necessary for higher classification employees to work in lower classifications, and no one volunteers for such assignment, then the least senior employee in the classification nearest the lower classification of work to be performed shall be selected, and so on, up until the necessary employees required has been achieved as mutually agreed upon by the union and the town.

C) Only qualified employees, as determined by department heads, assigned to temporary job openings shall be paid the rate hereinafter established for the job which pay, in no case, shall be lower than his previous rate.

Section 4  Temporary Employees

A) Temporary employees shall be hired only to supplement the regular work force.

B) Temporary employees will not be employed to replace permanent employees.

C) Temporary employees shall receive a rate of pay that does not exceed the rate for probationary employees within the same classification.

Section 5  Demotions

A) The term "demotion" used in this provision means the re-assignment, not requested by the employee, of an employee from a position in any job classification to a lower paying position.

B) Demotions will be made only to avoid laying off employees, except as otherwise provided in this agreement. In any case involving demotion, the employee involved shall have the right to elect which alternative he will accept; the demotion or the layoff.
Section 6  Layoff and Bumping in Competitive Classifications

A) When a layoff is necessitated in the competitive class after all temporary, provisional and probationary employees have been laid off, permanent competitive class employees shall be laid off in the inverse order of their total seniority, including any non-competitive status.

B) Where a permanent competitive employee who holds a permanent position in a title is displaced, he may displace another employee serving in the same title or in a lower title in direct line of promotion provided, however, that no employee shall displace any other employee having greater seniority.

If a permanent employee in a position is displaced from a position in a title for which there are no lower-level occupied positions in direct line of promotion, he shall displace the employee with the least seniority who is serving in a lower position in the competitive class, provided he has the ability to perform that work with a minimum of training, not to exceed thirty (30) days.

Section 7  Recall

When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by certified mail. The union shall be notified at the same time. If any employee fails to report for work within ten (10) working days from the date of mailing of notice of recall, he shall be considered to have voluntarily resigned. Recall rights for an employee shall expire after a period equal to his seniority but in no case more than eighteen (18) months from the date of layoff. No new employee shall be hired until all employees on layoff have been recalled.

Section 8  Consolidation or Elimination of Jobs

A) It is understood and agreed that the employer will notify the union within two (2) weeks, in writing, of any final decisions involving a change in its operations, whether such decision involves expansion, partial or total closure, or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operations.

B) Except as otherwise agreed to by the union, the employer shall not finally implement any such change where such action would eliminate any of the positions covered by this agreement for a period of forty-five (45) days from the date of such notice.

C) Employees displaced by the elimination of jobs through job consolidation or the curtailment or displacement of existing facilities, in accordance with the layoff provisions of this agreement, will have preference in transferring to any other job to which the employee may meet minimum requirements with the employer within the bargaining unit, provided vacancy exists. Any employee transferred as a result of the application of this provision shall be provided any training needed, up to ninety (90) days, to perform satisfactorily the job to which he is transferred.
Section 9 Transfers and Reassignments

A) Employees desiring to transfer to other units shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer/re-assignment. The response to such requests shall be in writing and be given within two (2) work weeks. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority, provided a vacancy exists.

B) When an employee is permanently transferred or re-assigned involuntarily, he shall, upon request, be entitled to have the reason therefore stated, in writing, with full particularity; such statement shall become a part of his personnel file. The phrase, "for the good of the service" without other reasons, shall not constitute an adequate or sufficient reason for transfer/re-assignment. Any notification of such transfer/re-assignment shall be in writing at the employee's option, and at least two (2) weeks in advance of the date that such transfer/re-assignment is to take place.

Section 10 Separation Notice

In the event that a layoff becomes necessary, employees to be laid off shall be given two (2) weeks' notice.

ARTICLE IX
HOURS OF WORK

Section 1 Regular Hours

The regular hours of work each day shall be consecutive, unless changed by mutual agreement between the department head and the employee. References to consecutive hours of work in the balance of this article shall be construed to include lunch periods.

Section 2 Work Week

The normal workweek shall be forty (40) hours, equally divided over five (5) workdays, with two (2) consecutive days off, except whereas otherwise agreed to between employer and union.

Section 3 Work Day

Eight (8) hours of work within the twenty-four (24) hour period from an employee's scheduled starting time shall constitute the regular workday except as provided in Section 2, Article IX.

Section 4 Work Shift

Eight (8) consecutive hours of work shall constitute a work shift. The number of daily shifts may vary. Each shift shall have a regular starting time and quitting time. Shift times shall be scheduled by the department head. Individual shift time shall not be changed for disciplinary, arbitrary or capricious reasons.
Section 5 Work Schedules

A) Work schedules showing the employee’s regular shifts, workdays and hours shall be posted on the bulletin board(s) where the employee’s supervisor posts such job information at all times.

B) Except in the case of emergency, work and shift schedules shall not be changed unless the changes are mutually agreed upon by the employee and the department head. A semi-annual schedule shall be posted in each department at least one (1) month in advance.

Section 6 Rest Periods

All employee work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) work shift, which shall normally occur in the middle of each one-half (1/2) work shift.

Section 7 Clean-up Time

Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.

Section 8 Lunch Periods and Meals

A) All employees covered by this agreement shall have a one-half (1/2) hour non-paid lunch period.

B) Employees covered by this agreement who are required, on an emergency basis, to stay at their sites shall have a paid lunch period of one-half (1/2) hour.

ARTICLE X OVERTIME

Section 1 Show-Up Time

Any employee who is scheduled to report for work and who reports to work as scheduled shall be assigned work.

Section 2 Call Time

A) When an employee who has completed their regular daily shift is released and then recalled to work, the employee shall be guaranteed a minimum of two (2) hours at the rate of time and one-half (1\(\frac{1}{2}\)).

Section 3 Premium Rates of Pay

A) A premium rate of pay shall be paid for work over forty (40) hours per week as outlined below.

<table>
<thead>
<tr>
<th>Monday-Friday</th>
<th>40 hrs. - 5 days</th>
<th>Base rate of employee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Plus differential if afternoon/evening shift</td>
</tr>
</tbody>
</table>
Weekends

One and one-half (1 1/2) times base rate - no shift differential

More than 40 Hours

One and one-half (1 1/2) times each employee's regular base rate for each hour worked - no shift differential

B) Should an employee commence work on other than the regularly scheduled daily shift, that employee shall receive added compensation of thirty-five ($0.35) cents per hour for the evening shift and forty-five ($0.45) cents per hour for the night shift.

C) This section shall not include holidays which are treated separately in Article XI.

Section 4  Compensatory Time

A) Compensatory time is defined as the hours or parts thereof worked over eight (8) hours per day or forty (40) hours per week taken in lieu of overtime pay.

B) No more than two hundred (200) hours compensatory time may be accumulated during a twelve (12) month period. An employee may carry over up to twenty-four (24) hours of compensatory time into the next twelve (12) month period.

C) Compensatory time shall be taken upon request to the department head by an employee. The granting of such time shall be at the discretion of the department head pending the needs of the department at that time. In the event there is more than one (1) request at a particular time, the most senior employee shall be given preference.

D) Compensatory time can be used as additional sick leave time during the period in which such compensatory time is earned.

Section 5  Assignment of Overtime

Overtime work shall be voluntary except in an emergency situation. There shall be no discrimination against any employee who declines to work overtime. Overtime shall be offered on an equitable basis by establishing a rotational list based on seniority in the department so long as the employee is qualified to perform the overtime duties to be assigned.

Section 6  Overtime Pay

All overtime worked shall be paid promptly, no later than the next regular payroll check.
ARTICLE XI
HOLIDAYS

Section 1  Holidays Recognized and Observed

A) The following days shall be recognized and observed as paid holidays:

- Fourth of July
- New Year's Day
- Labor Day
- Good Friday
- Thanksgiving Day
- Memorial Day
- Friday after Thanksgiving
- Two (2) Floating Holidays
- Half Day before Christmas
- (designated by employer)
- Christmas Day
- Martin Luther King Day

B) Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the Town Board shall select the observance day of the holiday, either the preceding Friday or following Monday, at their organizational meeting.

C) An employee must have worked both the last scheduled workday prior to the holiday and the first scheduled workday after the holiday to receive compensation for the holiday, unless he was not at work because of illness, vacation, personal leave, or any other reason which is acceptable to the employer.

D) Employees who do not work on any of the above holidays receive a regular day's pay (normal eight (8) hour shift without differential).

E) A holiday shall not be counted, under any circumstances, as a sick day. An employee who is off due to illness will not be charged with a sick day but will receive the benefits of an employee who did not work the holiday. If an employee scheduled to work on a holiday calls in sick, then the department head may require the employee to provide a specific reason.

Employees who work on any of the above holidays shall be paid for the holiday in the same manner as an employee who has not worked the holiday and, in addition, shall receive additional pay at one and one-half (1½) times the base rate for all hours worked or shall have one and one-half (1½) days added to his vacation days.

Section 2  Holidays as Days Worked

Holidays shall be considered as days worked for the purpose of computing overtime.

Section 3  Holidays and Religious Observances

Employees required to work Easter Sunday, Yom Kippur or any other nationally recognized religious holiday shall be permitted two (2) hours to attend religious services without loss of time or pay, provided the employee notified their department head in advance, in writing, within twenty-four (24) hours.
ARTICLE XII
VACATIONS

Section 1  Vacation Allowance and Eligibility

All employees covered by this agreement shall be entitled to the following consecutive vacation period based on anniversary years of accrued service.

Between Six (6) Months and Twelve (12) Months  Five (5) Working Days
Between One (1) Year and Two (2) Years  Five (5) Working Days
After Two (2) Years  Ten (10) Working Days Per Year
After Six (6) Years  Fifteen (15) Working Days Per Year
After Thirteen (13) Years  Twenty (20) Working Days Per Year
After Twenty-Four (24) Years  Twenty-Five (25) Working Days Per Year

Section 2  Schedule of Vacation Period

An employee will be granted his vacation credits at any time during his anniversary year in units of no less than one (1) hour, with prior approval of the department head, except that if the nature or other circumstances of the work make it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation periods. In the event of conflicts, it is understood that it is the department's responsibility to maintain work coverage and efficient operations for service to the public. Vacation schedules shall be posted in each department on January 1. Vacation selection shall be made no later than April 30th by notification to the department head on the proper form. After April 30th, an employee can no longer exercise seniority for vacation preference.

Section 3  Computation of Vacation Pay

A) Vacation pay shall be the regular straight-time rate of pay in effect for the employee's regular position at the time the employee takes vacation time off.

B) If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits. When an employee is on paid sick leave, jury duty, paid vacation or other full-pay status that paid leave time will be considered as time worked in determining vacation credits.
Section 4 Transfer Rights and Separation

A) If an employee is transferred to another department, vacation credit will be transferred.

B) An employee who retires or is laid off prior to taking his vacation shall be compensated for all his accumulated vacation credits computed on a pro-rated basis. In case of death, the employee's estate will receive full payment of all the deceased employee's unused vacation computed on a pro-rated basis.

C) An authorized leave of absence without pay, or a resignation followed by reinstatement to the same job title with the employer within one (1) year, shall not constitute an interruption of service for the purpose of this article provided, however, that the period of leave without pay between resignation and reinstatement shall not be counted in determining vacation credits per year or rate per month as set forth in Section I above.

ARTICLE XIII
PAID LEAVES

Section 1 Bereavement Pay

An employee who has a death in the immediate family (spouse, parents, children, step-children, sister, brother, grandparents, grandchildren, parents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other relative who is an actual member of the employee's household or domestic partner) shall be granted a leave of absence with full pay for three (3) consecutive work days, or through the day of the funeral if sooner. The listed definitions shall extend to include natural, adopted, or foster relationships.

All full-time employees who have worked six months or more in the employ of the town will be granted a leave of absence with full pay for a maximum of one day for the death of an Aunt, Uncle, Niece, or Nephew when the service is held outside of Wayne, Monroe or Ontario Counties. If the service is held within Wayne, Monroe, or Ontario Counties the employee shall be granted four hours leave. For additional days needed the employee can draw from their accrued vacation, personal or compensatory time. In the event the employee has no other accrued benefit time the employee may draw from their sick leave bank with the approval of their immediate supervisor.

Section 2 Personal Leave

A) All employees will become eligible for and receive two (2) days personal leave after one (1) year of continuous service, and also become eligible and receive the same allowance for each succeeding year of employment, providing they are actively employed for at least six (6) months of continuous service in the preceding anniversary year.

B) Personal leave shall not be cumulative from year to year.

C) Applications for personal leave must be requested by an employee at least twenty-four (24) hours in advance of the time requested in order for
the department head to arrange work coverage. In cases of emergency, the advance notice may be waived by the department head.

D) Leave for personal business shall not be used for the purpose of extending holiday or vacation leaves. A reason for the use of leave must be given by the employee if leave is requested for the day preceding or following a holiday or vacation leave. The department head reserves the right to regulate the use of personal leave so as not to disrupt services to the public.

Section 3 Jury Duty

A) Employees shall be granted a leave of absence with pay for any time they are required to report for jury duty. For the purposes of this section, pay shall mean regular base pay less daily jury rate.

C) Employees are expected to work all available, reasonable hours outside of those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule.

Section 4 Civil Service Examination

When an employee is scheduled to work, he shall be allowed time off with pay to take open competitive and promotional civil service examinations, but only such examinations which would result in employment by the employer. The employee shall submit a request in writing for such leave two (2) weeks before the scheduled examination and submit proof that they took said examination.

Section 5 Military Service Leave

A) Any employee who is required to render ordered military or naval duty shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) calendar days in a calendar year, pursuant to the Military Law, Sections 242 and 243. Employees on Reserve Status who are in schooling programs that require additional time (up to six (6) months every four (4) years) shall be granted such time off without pay.

B) Employees shall present official military orders to their department as soon as received.

ARTICLE XIV
SICK LEAVE

Section 1

A) Employees shall be eligible for sick leave after sixty (60) days' service with the employer.

B) An employee shall be entitled to earn sick leave at the rate of one (1) working day per each month of continuous employment and said sick leave shall be allowed to accumulate to a maximum of one-hundred sixty-five (165) days to be held as credit for the employee for future sick leave
use with pay. Sick leave shall be earned by an employee for any month in which the employee is compensated for eighty (80) or more hours of work.

C) Employees shall start to earn sick leave from their date of hire on a full-time basis and they shall accumulate sick leave as long as they are continuously employed by the town.

D) The town may require medical verification, including a doctor’s certificate of an employee’s absence, if the employee has developed a pattern indicating possible abuse or after an employee is absent for three (3) consecutive workdays due to a sickness or disability.

E) All time for which an employee is credited with sick leave shall be considered as time worked.

F) In the event of a compensable accident or illness where disability payments are made in accordance with the provisions of the New York State Workers’ Compensation Law, the town shall be responsible to such employee for the amount of difference between the benefits paid them by the compensation insurance and the amount of pay to which he would have been entitled under regular sick leave and such payment shall continue until all sick leave time is exhausted, but in no event for a longer period than two (2) years from the date of the compensable disability. Furthermore, with regard to the foregoing, only that sick leave shall be charged to the employee as represented by the actual monies paid to the employee or the monetary value of their accumulated sick leave.

G) An employee receiving benefits under the New York State Workers’ Compensation Law shall have his position held open as required by law.

Section 2 Use of Accumulated Sick Leave

Any employee that contracts or incurs any non-service connected sickness or disability, or is quarantined by the health authorities, or must make medical visits during working hours as a result of any illness or injury, may use his accumulated sick leave.

Section 3 Sick Leave Incentive

Employees shall be eligible for sick leave incentive payments as follows:

- 0-4 sick days used in a calendar year - receive $250 in the first payday in the following January

- 5-9 sick days used in a calendar year - receive $150 in the first payday in the following January
ARTICLE XV
UNPAID LEAVE OF ABSENCE

Section 1 Eligibility

Employees shall be eligible for leaves of absence without pay after completion of one (1) year of employment, subject to the approval of the employer.

Section 2 Application for Leaves

A) A request for such leave shall be submitted in writing to the department head and shall state the reason the leave is requested and shall give the date the leave would terminate. At least thirty (30) days' notice shall be given if the absence will exceed six (6) months; otherwise fifteen (15) days' notice will be required.

B) The department head shall reply, in writing, to the applicant within ten (10) working days of receiving the request.

D) Employees shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer so long as said employment is with any department of the employer.

Section 3 Seniority

A) Employees granted a leave of absence will retain but not accrue seniority while on leave of absence without pay.

B) Employees on Maternity Leave, Union Business Leave, Unpaid Sick Leave and Civic Duty Leave shall be returned to the position they held at the time the leave of absence was granted.

C) An employee returning to work from a leave of absence without pay must submit a request to return to work, in writing, to the Department Head, at least fifteen (15) calendar days in advance. If the employee's previous job cannot be vacated upon return, the employee will be given the first position open in an equal or lower grade, provided the employee is qualified to perform the job duties. Failure to return from a leave at the scheduled expiration date will result in termination from employment. Employees in paragraph (B) above are excluded from this paragraph.

Section 4 Child Care Leave

Leave for the birth or adoption of a child and to care for that child during the first twelve (12) months after the child is born or adopted will be handled in accordance with the provisions of the Family Medical Leave Act of 1993 or other applicable state or federal laws.
Section 5  Union Business Leave

A) Employees elected to any union office to do work which takes them from their employment with the employer shall, at the written request of the union, be granted a leave of absence without pay provided a substitute is available to carry out the employee's normal duties. The leave of absence shall not exceed one (1) year, and the same individual shall not be granted a leave of absence more frequently than once in every five (5) years.

B) A member of the union selected by the union to participate in any other union activity shall be granted an unpaid leave of absence at the request of the union. A leave of absence for such union activity shall not exceed one (1) month in any consecutive twelve (12) months.

Section 6  Civic Duty Leave

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted a leave without pay for the period necessary.

ARTICLE XVI
SALARY AND CLASSIFICATIONS

Section 1  Salary Schedule

Employees shall be compensated in accordance with the wage schedule established in negotiations, effective January 1, 2013, and attached to this agreement and marked Appendix 'A.'

Section 2  Pay Period

The salaries and wages of employees shall be paid on the same day, bi-weekly. In the event this day is a holiday, the preceding day shall be the payday.

Section 3  Personal Automobile Allowance

Employees who are obligated to use their personal automobile on any or all official business will be reimbursed at the prevailing mileage reimbursement rate established by the Town Board.

Section 4  Classifications

Employees filling vacancies which occur in the work force will be paid at the rate set forth in the salary schedule, but in no event will be paid less than their previous base rate. Representatives of the parties shall establish a classification system for all union employees during the term of this contract, subject to full review and approval of both parties.

Section 5  Longevity 2013

Beginning January 1, 2013, all full-time employees on the payroll shall be eligible for longevity increases as outlined below:
<table>
<thead>
<tr>
<th>Time of Service</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three (3) years through Five (5) years</td>
<td>$275.00</td>
</tr>
<tr>
<td>Six (6) years through Eight (8) years</td>
<td>$375.00</td>
</tr>
<tr>
<td>Nine (9) years through Eleven (11) years</td>
<td>$475.00</td>
</tr>
<tr>
<td>Twelve (12) years through Fourteen (14) years</td>
<td>$575.00</td>
</tr>
<tr>
<td>Fifteen (15) years through Seventeen (17) years</td>
<td>$675.00</td>
</tr>
<tr>
<td>Eighteen (18) years through Twenty (20) years</td>
<td>$775.00</td>
</tr>
<tr>
<td>Twenty One (21) years through Twenty Three (23) years</td>
<td>$875.00</td>
</tr>
<tr>
<td>Twenty Four (24) years through Twenty Six (26) years</td>
<td>$975.00</td>
</tr>
<tr>
<td>Twenty Seven (27) years through Twenty Nine (29) years</td>
<td>$1,075.00</td>
</tr>
<tr>
<td>Thirty (30) years and over</td>
<td>$1,175.00</td>
</tr>
</tbody>
</table>

These amounts shall be in addition to the employee's regular wages.

The above shall be administered as follows:

An employee shall become eligible for longevity pay increments of $275.00 after they have completed three (3) years of service from the date of their employment.

After the employee has completed six (6) years, they shall receive a longevity pay increment of $375.00.

After the employee has completed nine (9) years, they shall receive a longevity pay increment of $475.00.

After the employee has completed twelve (12) years, they shall receive a longevity pay increment of $575.00.

After the employee has completed fifteen (15) years, they shall receive a longevity pay increment of $675.00.

After the employee has completed eighteen (18) years, they shall receive a longevity pay increment of $775.00.

After the employee has completed twenty-one (21) years, they shall receive a longevity pay increment of $875.00.

After the employee has completed twenty-four (24) years, they shall receive a longevity pay increment of $975.00.

After the employee has completed twenty-seven (27) years, they shall receive a longevity pay increment of $1,075.00.
After the employee has completed thirty (30) years or more, they shall receive a longevity pay increment of $1,175.00.

Section 6  Longevity 2014

Beginning January 1, 2014, all full-time employees on the payroll shall be eligible for longevity increases as outlined below:

<table>
<thead>
<tr>
<th>Time of Service</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three (3) years through Five (5) years</td>
<td>$775.00</td>
</tr>
<tr>
<td>Six (6) years through Eight (8) years</td>
<td>$875.00</td>
</tr>
<tr>
<td>Nine (9) years through Eleven (11) years</td>
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<tr>
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<td>$1,275.00</td>
</tr>
<tr>
<td>Twenty One (21) years through Twenty Three (23) years</td>
<td>$1,375.00</td>
</tr>
<tr>
<td>Twenty Four (24) years through Twenty Six (26) years</td>
<td>$1,475.00</td>
</tr>
<tr>
<td>Twenty Seven (27) years through Twenty Nine (29) years</td>
<td>$1,575.00</td>
</tr>
<tr>
<td>Thirty (30) years and over</td>
<td>$1,675.00</td>
</tr>
</tbody>
</table>

These amounts shall be in addition to the employee's regular wages.

The above shall be administered as follows:

An employee shall become eligible for longevity pay increments of $775.00 after they have completed three (3) years of service from the date of their employment.

After the employee has completed six (6) years, they shall receive a longevity pay increment of $875.00.

After the employee has completed nine (9) years, they shall receive a longevity pay increment of $975.00.

After the employee has completed twelve (12) years, they shall receive a longevity pay increment of $1,075.00.

After the employee has completed fifteen (15) years, they shall receive a longevity pay increment of $1,175.00.

After the employee has completed eighteen (18) years, they shall receive a longevity pay increment of $1,275.00.
After the employee has completed twenty-one (21) years, they shall receive a longevity pay increment of $1,375.00.

After the employee has completed twenty-four (24) years, they shall receive a longevity pay increment of $1,475.00.

After the employee has completed twenty-seven (27) years, they shall receive a longevity pay increment of $1,575.00.

After the employee has completed thirty (30) years or more, they shall receive a longevity pay increment of $1,675.00.

ARTICLE XVII
INSURANCE

Section 1 Eligibility

A) Effective with the execution of this agreement, the employer shall pay the full cost (single, 2-person, family – no spouse, and family) of the Excellus Simply Blue Plus Platinum 2 for all employees hired before January 1, 2017.

Employees hired before January 1, 2017 have the option of enrolling in the Excellus Simply Blue Plus Gold 3. Any employee taking this option shall have the Town’s Health Reimbursement Arrangement contribution increased to $2,000 per year.

B) For all employees hired after January 1, 2017, the employer shall pay eighty percent (80%) of the cost (single, 2-person, family – no spouse, and family) of the Excellus Simply Blue Plus Gold 3. The employee shall be responsible for twenty percent (20%) of the cost of the policy.

Section 2 Health Reimbursement Arrangement

A) Employees Hired Before January 1, 2017

The Town shall provide each employee with a Health Reimbursement Arrangement ("HRA") account in the amount of $1,500.00 per year for the employee to spend on qualifying medical expenses, with the monies to be placed in the account on January 1 of each year. Should an employee hired before January 1, 2017 elect to enroll in the Excellus Simply Blue Gold 3 plan, the Town shall provide that employee with $2,000.00 to their HRA. The funds in this account shall roll over and accumulate from year to year, and a retiring employee shall have the ability to use the monies for eligible medical expenses as applicable. The HRA shall be administered by a provider selected by the Town. Any unused funds in an employee's HRA account may, to the extent permitted by IRS rules, go to a
beneficiary to be used by that beneficiary toward eligible medical expenses.

B) Employees Hired After January 1, 2017

The Town shall provide each employee with a Health Reimbursement Arrangement ("HRA") account in the amount of $2,000.00 per year for the employee to spend on qualifying medical expenses, with the monies to be placed in the account on January 1 of each year. The funds in this account shall roll over and accumulate from year to year, and a retiring employee shall have the ability to use the monies for eligible medical expenses as applicable. The HRA shall be administered by a provider selected by the Town. Any unused funds in an employee's HRA account may, to the extent permitted by IRS rules, go to a beneficiary to be used by that beneficiary toward eligible medical expenses.

Section 3 Retiree Health Insurance

A) Eligibility

Employees hired before January 1, 1997 shall need 25 years of service to be eligible for Town-paid retiree health insurance for the employee (and their spouse and/or dependents).

Employees hired after January 1, 1997 but before February 1, 2008, shall need 35 years of service to be eligible for Town-paid retiree health insurance for the employee (and their spouse and/or dependents).

Employees hired on and after February 1, 2008 shall need 40 years of service to be eligible for Town-paid retiree health insurance for the employee (and their spouse and/or dependents).

B) Medicare Supplemental Insurance

Retired employees must switch to a Medicare supplement policy as soon as the retiree is able to do so. The Town will pay 100% of the premium for the Medicare supplement policy. If the employee's spouse is not eligible for the Medicare supplement policy, the spouse and/or dependent children may continue to be covered by a town health policy with the town to pay the premiums for that policy up to an amount that, when added to the cost of the policy the employee had prior to switching to a Medicare supplement policy, does not exceed what the town was paying toward the cost of the retiree's health insurance.
C) Loss of Coverage

If the spouse of a retired employee covered by the Town's health insurance through the retiree loses that coverage because the retiree is no longer covered by the Town's health insurance but not deceased, the spouse of the retiree shall be permitted to purchase insurance coverage through the Town at the spouse's expense.

D) Out of Area Coverage

If the retiree moves to an area in which the insurance plan in which the retiree is or would be enrolled does not provide coverage, the Town will pay an amount up to the amount it would have paid for the local coverage to the health insurance provider from whom the retiree purchased health insurance. If payment cannot be made directly to the out-of-area health insurance provider, the Town will make the payment to the retiree upon proof that the retiree has purchased such health insurance. No payments or benefits shall be paid to, or on behalf of, retirees that are covered by other health insurance. If the retiree loses such other health insurance coverage, the retiree shall be eligible for coverage through the Town at Town expense per the terms of this Section D.

E) Surviving Spouse

All surviving spouses of unit members with or without dependents may continue to carry their medical insurance policy through the town group rates at their own expense.

F) Town Selects Provider

The town reserves the right to provide health and dental insurance coverage substantially similar to that established by this agreement through any provider it chooses, or through self-insurance, provided that the benefits enjoyed by employees under this agreement will not be diminished without the express written consent of the union.

G) Effective Date of Coverage

The hospitalization and medical provisions of this agreement shall be available for all employees covered by this agreement who have completed thirty (30) days of employment with the employer.

H) Termination of Coverage

Coverage will terminate upon the absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or disability. In the case of sickness or disability, coverage will be continued for up to a maximum of two (2) years after the exhaustion of all paid leave benefits.
I) National Health Care

In the event a national health care system or statewide health care system is implemented by the state or federal government, this paragraph may be re-opened upon agreement of both parties.

J) Dental Insurance

In accordance with the Memorandum of Agreement located at the end of this agreement, the employer will provide dental benefits for all employees covered under this contract and his or her dependents as defined by Blue Cross-Blue Shield, at fifty percent (50%) of the cost of coverage. The employee shall be responsible for the remaining fifty percent (50%) of the cost of such coverage.

K) Term Life Insurance

Should the town offer a term life insurance benefit, it will negotiate that benefit with the CSEA.

L) Community Center Membership

The town may offer memberships to the town's Community Center or participation in a community fitness program to employees at no cost as part of a wellness initiative.

M) Health Insurance Buyout

The Town will offer a health insurance buyout to any employee covered under this contract that either elects not to take or drops health insurance coverage by the town.

To be eligible for this buyout, the employee must present proof that the employee is covered under some other health insurance policy and must have been an employee for the entire calendar year in which the incentive is paid.

The Town will pay the employee a yearly lump sum amount in the first payday in the January following the year in which no town insurance was taken.

The amounts shall be as follows: Family Plan - $1,200; Two (2) Person Plan - $1,000; and Single Plan - $500. Payments will be prorated in accordance with the Memorandum of Agreement located at the end of this agreement.

If the employee loses his/her other health insurance coverage the employee will be permitted to enroll or re-enroll in the Town health
insurance plan of his/her choice, subject to the terms then governing health insurance contained in the collective bargaining agreement.

If an employee enrolls in one of the Town's health insurance plans after having opted out, no incentive payment will be made to the employee in that year - the employee has to be off all town health insurance plans for an entire year to receive the health insurance opt-out incentive.

ARTICLE XVIII
RETIREMENT PLAN

A) Effective January 1, 1990, the employer shall provide retirement plan benefits under Section 75-i of the New York State Retirement and Social Security Law. These retirement benefits will be provided at no cost to the employees unless contributions are required by law for such employees.

B) All members are granted the application of Section 41-J which provides that unused sick leave may be used as additional service credit upon retirement.

ARTICLE XIX
STRIKES AND LOCKOUTS

Section 1 Lockouts

No lockouts of the employees shall be instituted by the employer during the term of this agreement.

Section 2 Strikes

No strikes of any kind shall be caused or sanctioned by the union during the term of this agreement.

ARTICLE XX
CONTRACTING OUT

During the term of this agreement the employer shall not contract out or subcontract any public work normally performed by employees covered by this agreement if it involves a layoff or reduction in the size of the department work force. This provision shall not prevent exchange of work between this and other municipalities.

ARTICLE XXI
GENERAL PROVISIONS

Section 1 Discrimination

In a case where discrimination is alleged, the town agrees to discuss the allegation with the CSEA LRS, unit officers, and the complainant(s).
Section 2  Safety Enforcement

No employee shall be required to perform work that endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules or any local, state or federal health or safety laws which apply.

Section 3  Disabled Employees

The employer will comply with the Americans with Disabilities Act and/or any other federal or state laws.

Section 4  Protection and Security for Employees

The employer will endeavor to provide adequate security and protection at all work installations for all employees during their respective work shifts.

Section 5  Personal Damages

The employer shall replace or reimburse employees for loss incurred to clothing and eyeglasses which was brought about as a result of an accident or attack while he was carrying out the duties of this job, provided the employee was not at fault and no horseplay was involved.

Section 6  Clothing Allowance

The town will provide a clothing allowance up to a maximum of $250 per employee, per year to purchase clothing to be used for work (e.g. shirts and pants). If the employee wishes additional clothing, then the employee will be responsible for any additional expense. If the $250 allocated for employees is not entirely used, any unexpended funds are retained by the Town at the end of the year. Expenses in excess of $250 are the employee's expense unless the employee and the department head have both agreed on some other arrangement. Clothing items required by law or Town policy to be worn for safety purposes (e.g. steel toed safety shoes) are purchased solely at Town expense, and the cost of these items shall not be deducted from the $250 clothing allowance.

Section 7  Closing of Town Offices

A) When the Town Supervisor or any official acting on behalf of the Supervisor closes a Town Office or facility, all employees covered by this contract will receive regular base pay for all regular hours that the employee was scheduled to work.

B) An employee who was scheduled to be off on the day a Town Office or facility was closed will be reimbursed vacation, sick, personal leave or compensatory leave credits.

C) An employee who is unable to make it to work because of unforeseen weather conditions and calls in may take vacation, personal or compensatory leave. However, if the Town Supervisor or any official acting on behalf of the
Supervisor should close a Town Office or facility anytime during the day, the employee will be reimbursed credits and shall be paid for a regular day (or the part of the day that the office is closed) without using leave credits.

D) Employees who are required to report to work will be paid their regular pay and in addition shall be paid overtime at the rate of one and one-half (1½) times their rate for all hours worked after a Town Office or facility was declared closed by the Supervisor or any official acting on behalf of the Supervisor.

Section 8  GPS Usage

The parties agree that information gathered from GPS devices installed on Town equipment will be used for the analysis of Town owned equipment for the purposes of monitoring utilization, operating costs, equipment maintenance, equipment replacement/planning, efficiency, validating operations and locations, and other data needed to protect the Town and its employees regarding issues of liability. If the town intends to use GPS data for disciplinary purposes, the Town shall provide that data to the union prior to the issuance of discipline.

ARTICLE XXII
SEVERABILITY

Should any article, section or portion thereof 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 a decision the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof directly specified in the decision, upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XXIII
COMPLETE AGREEMENT

Notwithstanding any personnel rules and regulations or local laws or resolutions previously in effect, the foregoing constitutes the entire agreement between the parties, and shall supersede any and all personnel rules, regulations, local laws or resolutions; and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties in writing, annexed hereto designated as an amendment to this agreement, shall supersede or vary the provisions herein.

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 XXIV
MAINTENANCE OF BENEFITS

(Past Practice Clause)

Any benefits 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 benefits have been abridged by this agreement.
ARTICLE XXV
TERMINATION AND MODIFICATION

This agreement shall be effective as of January 1, 2016 and shall remain in full force and effect until the 31st day of December, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one-hundred and eighty (180) days prior to the termination date, that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than one-hundred and eighty (180) days prior to the termination date; this agreement shall remain in full force and be effective during the period of negotiations.

In WITNESS WHEREOF, the parties hereto have set their hands this __________ day of __________________, 2017.

Town of Ontario, New York

Rick Leszyk
Ontario Deputy Town Supervisor

Joseph Catalano
Town Councilman

Town of Ontario Unit, CSEA

Steve Amsler
Unit President

Nicholas Arena
Unit Treasurer

Gary Kotvis
Unit Negotiation Team Member

Joshua Yeh
Labor Relations Specialist
Civil Service Employees Association, Inc.
APPENDIX A

SALARY SCHEDULE

1) Effective January 1\textsuperscript{st}, 2017 all employees covered under this contract will receive a 2.0\% increase to their December 31, 2016 base hourly rate.

2) Effective January 1\textsuperscript{st}, 2018 all employees covered under this contract will receive a 2.0\% increase to their December 31, 2017 base hourly rate.

3) Effective January 1\textsuperscript{st}, 2019 all employees covered under this contract will receive a 2.0\% increase to their December 31, 2018 base hourly rate.

4) Effective January 1\textsuperscript{st}, 2020 all employees covered under this contract will receive a 2.0\% increase to their December 31, 2019 base hourly rate.

5) Starting rates shall be frozen at the current level.

6) The Town will pay for renewal of Town-required licenses or other annual fees needed to perform the employee’s job duties (e.g. CDL license renewals or endorsements) and, with prior approval from the Town, for “in-service” training tuition that is necessary to maintain required licenses or certifications.

7) In the event that the Highway Superintendent and the Highway Crew Chief are both absent, creating a temporary vacancy, the responsible person in charge shall go according to seniority at an increase on the employee’s base rate of one dollar ($1.00) per hour.

8) Any employee in the Highway Department filling a temporary vacancy of Crew Chief shall receive a one dollar ($1.00) per hour increase on their base rate together with any differentials (if applicable).

9) Temporary vacancies are defined in Article VII, Section 3 as job vacancies that may periodically develop in any job classification because of illness, vacation, leave of absence for any reason of more than eight (8) hours duration. This definition applies to paragraphs 5, 6, and 7.
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### STARTING RATES

- MEO: $15.24
- ASSNT BI/MM: $15.89
- REC. MAIN: $15.24
- GROUNDSKEEPER: $12.50
- LABORER: $12.50
- Code Enforcement Officer/Maintenance Mechanic: $15.24
- Recreation Leader/Maintenance Worker: $15.24
SICK LEAVE BANK

An employee of the bargaining unit who wishes to avail himself of the sick leave bank must meet the following criteria:

A. All his available leave credits must be exhausted prior to receiving sick days from the bank.

B. An employee must make application to the CSEA Unit President for consideration of his request and subsequent approval.

C. Once the Unit President or Unit Vice President has given their approval, the town may then solicit voluntary contributions of "sick leave days" from employees of the bargaining unit.

D. Voluntary contributions to the bank shall be limited to one sick day per year for each employee. Once the employee agrees to the contribution, there shall be no retraction. In addition, the sick days shall be restricted to the year they are donated and be non-cumulative.

E. The town shall administer the sick leave bank on behalf of the affected employee until he is able to return to work or the bank is exhausted.

F. The employee who was the recipient of the sick leave bank benefit has the option of restoring to the bank, in the future, the number of sick leave days he/she had used.
APPENDIX C

CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY


   a. This Controlled Substance and Alcohol Testing Policy (the "Policy") applies to all Town of Ontario (the "Town") "covered employees," as defined by this Policy, including employees, job applicants and volunteers who are required by their job descriptions to maintain a valid Commercial Driver's License ("CDL").


   c. Through implementation of this Policy, the Town intends to maintain a standard drug and alcohol testing program in compliance with OTETA and regulations of the United States Department of Transportation ("DOT") contained in Title 49 of the Code of Federal Regulations (C.F.R.), Parts 40 and 382.

   d. The Town has adopted a Drug-Free Workplace Policy, as set forth in section 905 of the Town Employee Handbook. The Town is committed to maintaining a drug-and alcohol-free workplace.

   e. The policies and procedures contained in this Policy are separate from all tests and procedures contained in any other policy or rule related to a Drug and Alcohol Free Workplace. Under federal regulations set forth at 49 C.F.R. Part 40, drug and alcohol tests for purposes of DOT policies should be separate from non-DOT tests in all respects.

2. Definitions. For the purpose of this Policy, the following terms shall be defined as indicated:

   a. Alcohol. Any beverage, prescription, over-the-counter medication, or other product containing any form of alcohol, including, but not limited to, ethanol, methanol, propanol, and isopropanol.

   b. Alcohol Use. The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

   c. Alcohol Concentration (or content). The alcohol level in a volume of breath expressed in terms of grams of alcohol per 210
liters of breath as indicated by a breath test required by this Policy. Breath tests will be used for both initial and confirmation testing for alcohol content under this Policy.

d. **Chain of Custody.** The procedure used to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition for all specimens by an appropriate drug testing custody form that documents custody of the specimen from collection to receipt by the laboratory and handling of the sample or sample aliquots (a portion of a specimen used for testing) within the laboratory.

e. **Confirmation Test, Confirmed Test, or Confirmed Drug Test.** A second analytical procedure used to confirm the presence of a specified drug or metabolite in a specimen through a different technique and chemical principle from that of the screen test to ensure specificity, sensitivity, reliability, and quantitative accuracy. Gas chromatography/mass spectrometry ("GC/MS") is the only authorized confirmation test for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

f. **Confirmation Test for Alcohol.** A second test (following a screening test with a result of two one-hundredths BAL (.02) or greater) that provides specific quantitative data for alcohol, conducted by a certified operator of an evidential breath testing (EBT) device.

g. **Covered Employees/Covered Position.** Employees or positions that require a CDL as a condition of employment and operation of any of the following:

i. A vehicle designed to carry 16 or more passengers;

ii. A vehicle that weighs more than 26,000 pounds; or

iii. A vehicle that carries hazardous cargo or a placard indicating hazardous cargo.

h. **Drug Rehabilitation Program.** A service vendor that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse through the Town's Employee Assistance Program.

i. **Drug Test.** Any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites. The Town shall pay for all
drug tests, initial and confirmation, that it requires of employees, but not return-to-duty tests. Employees must pay for any additional tests not required by the Town and any return-to-duty tests. A urine sample will be used for the initial and confirmation tests for all drugs and substances except alcohol.

j. **Drugs or Controlled Substance(s).** Alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of these substances.

k. **Employee.** The term "employee" means any person who works for the Town for salary, wages, or other remuneration. As used in this Policy, "employee" also means applicants for employment and volunteers, unless otherwise stated.

l. **Employee Assistance Program ("EAP").** An established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services for employee drug or alcohol abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work.

m. **First Offense.** An initial violation of this Policy, whether it involves drugs or alcohol.

n. **Medical Review Officer ("MRO").** A licensed physician responsible for receiving laboratory results generated by the Town's drug testing program who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

o. **Positive Breath Test.** A concentration of two one-hundredths (0.02) alcohol content or above.

p. **Safety Sensitive Function(s).** An individual is considered to be performing a safety sensitive function during any period in which he/she is actually performing, ready to perform, or immediately
available to perform any safety sensitive function. Safety sensitive functions include:

i. All time waiting at an employer or shipper, plant, terminal, facility, or other property, to be dispatched unless the covered employee has been relieved from duty by the Town;

ii. All time inspecting equipment or otherwise inspecting, servicing or conditioning any commercial vehicle at any time;

iii. All time spent at the driving controls of a commercial motor vehicle;

iv. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeping berth;

v. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded; and

vi. All time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial vehicle.

q. Screening Test (also known as Initial Test). In alcohol testing, an analytical procedure to determine whether an employee, job applicant, or volunteer may have a prohibited concentration of alcohol in his/her system. In controlled substance testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration.

r. Second Offense. Any violation of this Policy following the initial violation, whether either violation involves drugs or alcohol.

s. Specimen. Tissue, hair, or product of the body capable of revealing the presence of drugs or their metabolites.

t. Substance Abuse Professional ("SAP"). A person with knowledge of and clinical experience in the diagnosis and treatment of alcohol/controlled substance related disorders who evaluates employees who have violated DOT drug and alcohol regulations and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
u. **Volunteer.** An individual who offers services to the Town without remuneration. As used in this Policy, the term "employee" shall include volunteers, unless otherwise stated.

3. **Prohibited Conduct.** The following types of conduct are expressly prohibited by a covered employee:

   a. **Off-the-Job.** Use or involvement with illegal drugs, alcohol, or other controlled substances that results in impaired work performance including, but not limited to, absenteeism, tardiness or poor work product(s), or which can be expected to cause harm to or otherwise adversely affect the employee or the Town's image or relationship with students, other employees, or the public.

   b. **Alcohol Concentration.** No covered employee shall report for duty or remain on duty while having an alcohol concentration of two one-hundredths (.02) or greater. No covered employee with an alcohol concentration of two one-hundredths (.02) or greater can drive a commercial motor vehicle.

   c. **Alcohol Use/Misuse in General.** No covered employee shall report for duty or remain on duty requiring the performance of his/her duties while the covered employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse.

   d. **On-Duty Use.** No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions within four hours after using alcohol or while the employee is under the influence of or impaired by drugs or alcohol, as shown by the behavioral, speech, and performance indications of drug or alcohol misuse. As a condition of employment, employees are required to remain away from the place of duty and off Town property while under the influence of drugs or alcohol. Covered employees shall notify their supervisors of any prescription, therapeutic drug use that might impair performance of safety sensitive functions.

   e. **Use Following an Accident.** No covered employee involved in an accident shall use alcohol for eight (8) hours following an accident, or until undergoing a post-accident alcohol test, whichever occurs first.

   f. **Refusal to Submit to a Required Alcohol or Controlled Substances Test.** No covered employee shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, a fitness for duty
alcohol or controlled substances test, or a follow-up alcohol or controlled substances test. Failure to complete and sign testing form(s), to provide an adequate specimen, or otherwise to cooperate with the testing process in a way that prevents the completion of the test shall be considered a refusal to test and shall be deemed a positive test result. Any attempt to adulterate a specimen or provide a specimen that is adulterated shall also be considered a refusal to test and deemed a positive test result. Any obstruction to and lack of cooperation with the testing process shall be considered a refusal to test and deemed a positive test result.

g. **Controlled Substances Use.** No covered employee shall report for duty or remain on duty while under the influence of any controlled substance, except when the use is pursuant to instructions of a licensed medical practitioner, who has advised the individual that the substance will not adversely affect the individual’s ability to safely perform work duties.

4. **Verification of Records of Past Employers.** The Town is required to inquire about drug and alcohol test results of newly hired covered employees from their previous regulated employers. The Town shall:

   a. Inquire, pursuant to the covered employee’s written consent, and obtain information generated within the preceding two (2) years on the driver’s alcohol tests with an alcohol concentration of four one-hundredths (0.04) or greater, verified positive controlled substance test results, and refusals to be tested.

   i. If feasible, obtain and review the information before the first time the individual performs duties for the Town. If that is not feasible, the Town shall obtain and review the information as soon as possible, but not later than fourteen (14) calendar days after the first time a covered employee performs duties for the Town.

   ii. After fourteen (14) calendar days have passed without receipt of this information, the Town may not permit a covered employee to perform duties, provided the Town has tried in good faith effort to obtain the necessary information as soon as possible.

   iii. Even if the covered employee hired by the Town ceases to perform duties, either before expiration of the fourteen (14) calendar day period or before the Town has obtained the information, the Town shall still try in good faith to obtain the information.
b. Provide to each of the covered employee's previous employers within the preceding two (2) years the individual's specific written authorization to release this information to the Town.

c. Maintain a written, confidential record of each past employer contacted. Even if efforts to obtain the necessary information prove futile, the Town shall make and retain a record of its good faith efforts.

d. Prohibit the covered employee from performing duties if the employer obtains information that the individual has either refused to take a controlled substances and/or alcohol test, had a positive controlled substances test, or an alcohol test result of four one-hundredths (0.04) or greater without first obtaining information on subsequent compliance with the referral and rehabilitation requirements.

5. **Referral for Testing.** Appropriate notification and testing forms will be provided to employees, volunteers, and job applicants before drug testing.

6. **Voluntary Self-Referral/Rehabilitation.** At any time before notification of a required test, an employee is encouraged to contact the Town's EAP for voluntary treatment of a drug or alcohol problem. Such employees may be required to submit to compliance testing as part of the treatment program. Voluntary self-referral made at the time of notification shall not excuse an employee from required drug and/or alcohol testing, nor shall it negate a positive result from such a test. An employee will not be subject to discharge or disciplinary action solely based on voluntary self-referral for treatment.

7. **Required Testing.** Before performing an alcohol or controlled substances test under this Policy, the Town shall notify the covered employee that the test is being administered pursuant to OTETA and the regulations of the Federal Highway Administration ("FHWA"). The Town shall provide educational materials to all covered employees before the start of alcohol and controlled substances testing under 49 C.F.R. Parts 40 and 382. A notice of the requirements for drug and alcohol testing will be included in the vacancy announcements for all covered positions. The Town shall also provide written notice to representatives of employee organizations of the availability of the information contained in this Policy.

   a. **Pre-Employment Testing.** All applicants for employment in any covered safety-sensitive position requiring a CDL license shall undergo drug and alcohol testing as a condition precedent to employment, except as otherwise specified 40 C.F.R. §382.301(c). Any applicant who tests positive in the pre-employment screening
for a drug as defined in this Policy is not eligible for employment with the Town.

b. **Reasonable Suspicion Testing.**

i. All employees who are determined to be under reasonable suspicion of drug and/or alcohol use shall take a drug and alcohol test. Reasonable suspicion shall be determined by a supervisor at least one level above the employee who is trained in accordance with Section 15 below. The circumstances supporting that determination must be drawn from specific objective and articulable facts that shall be documented in writing. Reasonable suspicion may include, but is not necessarily limited to, the following examples:

1. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms or manifestations of being under the influence of alcohol or a drug. Physical symptoms or manifestations include, but are not limited to, slurred speech, alcohol odor on breath, unsteady walking and movement, poor coordination and/or reflexes, glassy or bloodshot eyes, physical altercations, verbal altercations, or unusual behavior.

2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of alcohol or drug use by a reliable and credible source.

4. Evidence that an individual has tampered with a drug test during the employee's term of employment.

5. Information that an employee has caused, or contributed to, an accident while at work.

6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

ii. When testing is based on reasonable suspicion, the supervisor will detail in writing the circumstances that formed the basis of the reasonable suspicion determination. A copy of this written description shall be given to the employee.
upon request, and the original documentation shall be kept confidential, and retained for at least one year.

iii. Reasonable suspicion post-accident testing will be done on all employees who are involved as a driver in any vehicular accident while performing their duties as soon as practicable under the following circumstances:

1. On a surviving employee when an accident results in loss of human life. The employee need not have been cited for a moving traffic violation or deemed at fault to be subject to testing under this paragraph.

2. When a covered employee receives a citation for a moving violation(s) and one (1) or more of the vehicles involved in the accident is towed from the scene of the accident; or

3. A covered employee receives a citation for a moving violation(s) and one (1) or more persons involved in the accident received medical treatment away from the scene of the accident.

iv. A covered employee who is subject to reasonable suspicion post-accident testing shall remain readily available for such testing. Failure or refusal to be available for testing may be deemed by the Town as a refusal to submit to testing. A covered employee who refuses to submit to a post-accident drug test forfeits eligibility for any available employee medical and indemnity benefits. This provision shall not be construed as requiring the delay of necessary medical attention for injured persons following an accident or impeding an employee from leaving the scene of an accident to obtain necessary assistance in responding to the accident or to obtain necessary emergency care.

v. If alcohol testing is not administered within eight (8) hours following an accident, the Town may not conduct alcohol testing based on the accident. Likewise, if controlled substance testing is not administered within thirty-two (32) hours following the accident, the Town may not conduct controlled substance testing based on the accident. The Town will document those instances when testing is not timely conducted according to the time frames set forth above.
vi. Following an accident, the Town will provide the employee transportation to a testing facility by a person designated for that purpose. After testing, the employee will be transported to the employee's residence.

vii. Pending results of post-accident drug test a covered employee shall be placed in a non-duty status and required to use any available vacation or sick leave. If an alcohol test yields a result of less than two one-hundredths (0.02) BAL and a controlled substances test yields a negative result, the Town will restore the leave hours taken.

viii. Notwithstanding the absence of a reasonable suspicion alcohol test under this section, the Town shall not permit a covered employee involved in an accident described above to perform or continue to perform safety sensitive duties until:

1. An alcohol test is administered and the employee's alcohol concentration measures less than two one-hundredths (0.02) BAL; or

2. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions of this Policy concerning the use of alcohol.


i. Every covered employee shall submit to random, unannounced drug testing, as provided by 49 C.F.R. §382.305. The dates for administering the tests will be spread reasonably throughout the calendar year. Upon being notified of selection for random testing, the covered employee shall immediately report to the designated collection site.

ii. The Town shall select covered employees for random alcohol and controlled substances testing by means of a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the covered employee's Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being
tested each time random selections are made. A minimum of 10% of all covered employees will be annually tested randomly for alcohol; a minimum of 50% of all covered employees will be tested annually at random for controlled substances. The testing percentage will be adjusted as required by the Administrator of the Federal Motor Carrier Safety Administration. Further, the percentages may be calculated as part of a larger random testing pool of covered employees being tested by the third-party administrator utilized by the Town to conduct testing.

iii. For random alcohol testing only, a covered employee shall only be subject to such testing while the individual is performing safety sensitive functions, just before the covered employee is to perform safety sensitive functions, or just after the covered employee has ceased performing such functions.

d. **Return-to-Duty Testing.** A covered employee who previously tested positive and was not dismissed shall not be returned to duty until the individual undergoes a subsequent controlled substances test indicating a verified negative result and a subsequent alcohol test indicating a BAC of less than two one-hundredths (0.02). The employee shall be required to pay for the return-to-duty test.

e. **Follow-Up Testing.** All employees who are allowed to return to duty after successfully completing a return-to-duty test, including those who have successfully completed an employee assistance program or a drug or alcohol rehabilitation program and returned to duty, shall submit to unannounced follow-up drug and alcohol testing after return to duty. Follow-up testing shall be conducted only when the covered employee is performing duties, just before the covered employee is to perform duties, or just after the covered employee has ceased performing duties.

8. **General Procedures after Positive Random Testing.** The following general procedures apply to covered employees who have tested positive for drugs or alcohol during random testing. (Disciplinary consequences and more specific procedures follow in Section 9 below.)

a. A covered employee will not be permitted to perform safety sensitive functions until the covered employee has:

i. Been advised of the availability of and provided with the names, addresses, and telephone numbers of SAPs and counseling and treatment programs; and
ii. Been evaluated by a SAP, at the employee's expense, who shall determine what assistance, if any, the individual needs to resolve problems associated with alcohol misuse and controlled substance use; and

iii. Successfully completed the SAP-recommended treatment program and completed a return-to-duty alcohol test (with a result indicating an alcohol concentration of less than two one-hundredths (0.02) if the conduct involved alcohol) or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

b. The covered employee will be subject to follow-up testing as directed by the SAP, which at a minimum must consist of at least six (6) tests in the twelve (12) months following the covered employee's return to duty. The Town will direct the covered employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances if the SAP determines such testing is necessary.

9. **Disciplinary Action.** Employees who violate this Policy shall be subject to disciplinary action, up to and including termination of employment. The consequences for a positive drug or controlled substances test shall begin with the employee's immediate removal from safety-sensitive duties. No covered employee shall report for duty or remain on duty while the employee is under the influence of, or impaired by, drugs or alcohol.

   a. Testing positive for drugs or alcohol during a reasonable suspicion test is a terminable offense.

   b. Testing positive for drugs or alcohol during a random test shall be subject to the following:

      i. **Alcohol Use, BAC Less than 0.04.** Alcohol content of two one-hundredths through thirty-nine one-thousandths (0.02 - 0.039):

         1. The employee will be immediately removed from safety sensitive duties.

         2. A covered employee may not function or continue to perform safety sensitive duties, including driving a commercial motor vehicle, until the start of the covered employee's next regularly scheduled duty period, but not less than twenty-four (24) hours after the test is administered.
3. The covered employee shall be subject to disciplinary action, up to and including termination.

ii. Alcohol Use, BAC 0.04 or More. Alcohol content of four one-hundredths (0.04) or greater:

1. First Offense.

   a. The employee will be removed immediately from all duties.

   b. An alcohol content of four one-hundredths (0.04) or greater is a terminable offense; however, the Town Board may, for good cause, decide to retain a covered employee that wishes to continue employment with the Town, has not otherwise engaged in conduct that could result in termination and has successfully participated in a treatment or rehabilitation program as directed by an SAP through the Town's EAP, which will include unannounced follow-up testing as directed by the SAP.

   If the employee is unable to participate in outpatient rehabilitation, the employee may be placed on leave status, with or without pay, while participating in an EAP or an alcohol and drug rehabilitation program. The determination whether to not pay an employee on leave or to terminate may be based upon the employee’s work history, performance, observed condition, length of service, past disciplinary actions, and other relevant circumstances. If placed on a leave-without-pay status, the employee shall be permitted to use any accumulated leave before being placed on leave without pay. A covered employee on leave who is not terminated and successfully completes a required EAP or an alcohol or drug rehabilitation program will be returned to duty in the same or an equivalent position. Before returning to duty, the covered employee must undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than two one-hundredths (0.02). The employee will also be subject to unannounced follow-up testing for a twenty-four (24) month period as directed by the SAP.
c. Refusal to participate in the EAP or the alcohol and drug rehabilitation or failure to successfully complete such program will result in termination of employment.

d. Failure or refusal to sign a written consent form allowing the Town to obtain information regarding the progress and successful completion of an EAP or an alcohol and drug rehabilitation program will result in termination of employment.

2. Second Offense.

a. A second positive test with an alcohol content of four one-hundredths (.04) or greater on an alcohol test will result in termination of employment.

b. An individual who has a second positive test with an alcohol content of four one-hundredths (.04) or greater shall be ineligible for future employment in any capacity with the Town.

c. Refusal to submit to an alcohol test will be deemed a positive test result of alcohol content of over four one-hundredths (0.04).

iii. Controlled Substance Use.

1. First Offense.

a. The employee will be immediately removed from all duties.

b. A verified positive controlled substances test is a terminable offense; however, the Town Board may, for good cause, decide to retain a covered employee who wishes to continue employment with the Town and has not otherwise engaged in conduct that could result in termination that successfully participates in a treatment or rehabilitation program as directed by an SAP through the Town's EAP, which will include unannounced follow-up testing as directed by the SAP. If the employee is unable to participate in outpatient rehabilitation, the employee may be placed on leave status, with or without pay, while participating in an EAP or an alcohol and drug rehabilitation program. The determination whether to
not to pay employee on leave, or to terminate the employee, may be based upon the employee's work history, performance, observed condition, length of service, past disciplinary actions, and other relevant circumstances. If placed on a leave-without-pay status, the employee shall be permitted to use any accumulated leave before being placed on leave without pay.

c. A covered employee on leave who is not terminated and successfully completes a required EAP or an alcohol or drug rehabilitation program will be returned to duty in the same or an equivalent position. Before returning to duty, a covered employee must undergo a return-to-duty controlled substance test with a negative result for all controlled substances. The employee will also be subject to unannounced follow-up testing for a twenty-four (24) month period.

d. Refusal to participate in the EAP or the alcohol and drug rehabilitation or failure to successfully complete such program will result in termination of employment.

e. Failure or refusal to sign a written consent form allowing the Town to obtain information regarding the progress and successful completion of an EAP or an alcohol and drug rehabilitation program will result in termination of employment.

2. Second Offense.

a. A second verified positive test will result in termination of employment.

b. The individual shall be ineligible for future employment in any capacity with the Town.

c. Refusal to submit to a controlled substances test will be deemed a positive test result for controlled substances.

c. To the extent required by law, the requirements of the Civil Service Law and any union contract binding on the Town shall control in lieu of the requirements of this Policy.
10. Refusal to Submit to Testing.

a. No covered employee shall refuse to submit to a post-accident alcohol or controlled substances test; a random alcohol or controlled substances test; a reasonable suspicion alcohol or controlled substances test, or follow-up alcohol or controlled substances tests. Refusal to submit to testing includes obstruction to and lack of cooperation with the testing process.

b. Refusal to submit to required testing shall result in immediate removal from safety-sensitive functions and disciplinary action up to and including termination.


a. Covered employees subject to testing for the presence of alcohol and controlled substances shall be subject to the testing procedures detailed in 49 C.F.R. Parts 40 and 382. Testing shall be performed by a third party administrator selected by the Town Board.

b. The Town will comply with all procedures specified by 49 C.F.R. Parts 40 and 382, to protect the covered employee and the integrity of the testing processes. In no event will any testing be conducted that might in any way endanger the life of the covered employee.

c. The Town will comply with all procedures specified by 49 C.F.R. Parts 40 and 382, to safeguard the validity of the results and to ensure that those results are attributed to the correct covered employee, including post-accident information, procedures, and instructions.

12. Results Reporting.

a. The MRO shall contact the tested covered employee directly, on a confidential basis, before verifying a positive test result.

b. The MRO shall allow the covered employee an opportunity to discuss the test result. If the MRO makes reasonable, documented efforts but is unable to reach the covered employee within five (5) working days of a verified positive result, the MRO shall inform the Town’s designated representative, who shall then direct the tested covered employee to contact the MRO as soon as possible.

c. If, after making all reasonable efforts, the Town’s designated representative is unable to contact the covered employee, the
Town may place the covered employee on temporary medically unqualified status or medical leave, with or without pay.

d. The MRO's communication with the tested covered employee is important to verification of a positive test result; however, the MRO will verify a test result as positive to the Town without having communicated directly with the covered employee in three (3) circumstances:

i. The tested covered employee declines the opportunity to discuss the test with the MRO;

ii. Neither the MRO nor the Town representative, after making all reasonable efforts, has been able to contact the individual within fourteen (14) days of the date on which the MRO receives the confirmed positive test result; or

iii. The Town representative has successfully made and documented a contact with the tested covered employee and instructed the covered employee to communicate with the MRO and more than five (5) days have passed since the date the covered employee was successfully contacted by the Town.

e. Following the verification of a positive test result, the MRO shall refer the case to the Town to recommend or take administrative action.

f. After the MRO has verified a positive test result to the Town, the tested covered employee may contact the MRO and present information documenting the reasons (serious illness, injury or other circumstances) that prevented the individual from communicating with either the MRO or the Town representative. The MRO, may, upon review of the reasons, reopen the verification and allow the covered employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will declare the test to be negative.

g. The Town shall provide upon request to the tested individual, whether an employee, volunteer, or job applicant, a copy of the test results.
13. Challenges to Test Results.

a. A positive test result does not automatically identify an employee as having used drugs in violation of this Policy; therefore, providing the MRO with detailed knowledge of possible alternative explanations is important to the review of results and is the responsibility of the employee/applicant/volunteer.

b. The MRO shall notify an employee whose test result has been confirmed as positive of the right to request an independent analysis within seventy-two (72) hours. If the employee requests the independent analysis within seventy-two (72) hours, the MRO shall take appropriate action to direct the analysis. Such independent analysis shall be conducted by “split specimen,” at the employee’s expense, with sufficient specimen being retained for later verification testing.

c. If the employee fails to contact the MRO within seventy-two (72) hours but later contacts the MRO and presents information documenting the reasons (serious illness, injury, inability to contact the MRO, lack of actual notice of a verified positive test result or other circumstances) that prevented the employee from timely contacting the MRO, the MRO may conclude that there is a legitimate explanation for the employee’s failure to contact the MRO within seventy-two (72) hours and may direct the analysis of the split specimen.

d. The tested employee shall bear the expense of any employee-requested testing of a specimen.

e. All aspects of the testing process, including any challenge to the testing process, will be kept confidential except as stated below and as required by law.


a. The Town shall maintain records of its alcohol misuse and controlled substances use prevention program as provided for in accordance with 49 C.F.R. Parts 40 and 382. The records shall be maintained in a secure location with controlled access.

b. The Town shall maintain the following specific types of records and all other documents generated by the Town in accordance with 49 C.F.R. Parts 40 and 382:

   i. Records related to the collection process;
ii. Records related to a covered employee's test results, including refusals to be tested;

iii. Records related to violations of these regulations;

iv. Records related to evaluations by a SAP;

v. Records related to education and training, including the driver's signed receipt of the educational materials; and

vi. Administrative records related to alcohol and controlled substance testing.

c. The Town will maintain the types of records described above separate from an applicant's or covered employee's personnel file.

d. Except as expressly required or authorized by law and this Policy, the Town shall not release any information that is contained within these records.

e. An individual is entitled, upon written request, to obtain copies of personnel records, including test results. The Town shall promptly provide the records requested. The requesting person (current or formerly covered employee/ volunteer) is not required to pay for access to personnel records, but may be required to reimburse the Town for photocopies of the records.

f. These records of covered employees may be made available to a subsequent or prospective employer only upon receipt by the Town of a written request from the former or current covered employee. Disclosure by the Town will be limited to that expressly authorized by the requesting covered employee.

g. The Town may disclose information pertaining to a covered employee to the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered employee and arising from alcohol and controlled substances testing or the Town's own determination that the covered employee engaged in prohibited conduct.

15. **Required Training.** Any supervisor or other employee who is assigned the responsibility for making a reasonable suspicion determination shall complete a training program of at least sixty (60) minutes on alcohol misuse and sixty (60) minutes on controlled substance abuse.
16. **Town Designated Representative.** The Town designates the Accounting Supervisor as the person to whom all covered employees should direct questions about this Policy, and to receive all communications required by this Policy.

17. **Information Available.** All covered employees are entitled to information concerning the effects of alcohol and controlled substances. The Town shall make available information and may include prepared pamphlets. The Town shall also make available information about its EAP to covered employees.

18. **Representation.** A covered employee has the right to representation by a union representative or other person that the employee chooses whenever the employee is being interviewed by the Town or its representatives or agents regarding testing pursuant to this Policy that might result in adverse action against the employee, or when discussing test results with the MRO. A covered employee does not, however, have the right to delay an alcohol or controlled substances test under this Policy awaiting the availability of a representative.

19. **Severability.** If any provision of this Policy is determined to be unconstitutional, illegal or invalid, the validity and enforceability of the remainder shall not be affected.

20. **Certificate of Receipt.** All bargaining unit employees shall be deemed to have executed the certificate of receipt as follows:
CERTIFICATE OF RECEIPT
(Form only; separate page required)

By signing this statement, I certify that I have received a copy of the Town of Ontario Drug and Alcohol Policy for Employees Performing Safety Sensitive Functions and Holders of Commercial Drivers Licenses in accordance with the Omnibus Transportation Employee Testing Act ("OTETA") and the regulations of the United States Department of Transportation contained in 49 C.F.R. Parts 40 and 382. The Policy is separate from and in addition to any other Town of Ontario drug and/or alcohol policies.

__________________________________________
Employee Signature

______________________________, 20__
Full Name – PRINT OR TYPE

Date: ______________________, 20__

__________________________________________
Supervisor Signature

______________________________, 20__
Date: ______________________, 20__
MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF ONTARIO
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, Inc.
LOCAL 1000 AFSCME, AFL/CIO
WAYNE COUNTY LOCAL 859

Whereas, the Town of Ontario (hereafter referred to as “The Town”) and the Civil Service Employees Association, Inc., Local 1000 AFSCME (hereafter referred to as “CSEA”) are parties to collective bargaining agreements governing bargaining units represented by CSEA, and

Whereas, said collective bargaining agreements address dental insurance benefits provided through Excellus Blue Cross and Blue Shield, and

Whereas, the current contract language specifically addresses the Excellus Blue Cross & Blue Shield Smile Saver 4 Dental Plan, and

Whereas, the Town and CSEA will mutually benefit by changing the current Excellus Blue Cross & Blue Shield Smile Saver 4 Dental Plan to the Excellus Blue Cross & Blue Shield DBOC 15 Dental Plan (experience rated),

Be it resolved, that the following will constitute a full and mutual agreement between the Parties:

1. Effective January 1, 2011, employees represented by CSEA shall automatically be enrolled in the Excellus Blue Cross & Blue Shield DBOC 15 Dental plan.
2. Premiums shall be paid in accordance with the applicable collective bargaining agreements.
3. Should Excellus Blue Cross & Blue Shield choose to dismantle the DBOC 15 Dental Plan, the Parties agree to meet as soon as possible to mutually select a new dental plan.
4. The Parties mutually agree that this change applies to dental insurance benefits, only. All other terms and conditions of employment discussed in the collective bargaining agreements remain unchanged.
5. The Parties agree that this Memorandum of Agreement sets no precedent for any related issues that may arise in the future.

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For the Town of Ontario:

John Smith, Town Supervisor

Date: 5-28-2014

Michael Melino, Town Board Member

Date: 5-28-2014

For CSEA:

Stephen Amsler, Unit 9111-00 President

Date: 5-28-2014

Scott Seltzer, CSEA LRS

Date: 5-28-2014
MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ONTARIO
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO LOCAL 859,
TOWN OF ONTARIO BLUE COLLAR UNIT

The Memorandum of Agreement is made by and between the Town of Ontario (the "Town") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO Local 859, Town of Ontario Blue Collar Unit (hereinafter referred to as the "Union"), as follows:

WHEREAS, both parties desire to clarify certain provisions of the recently negotiated collective bargaining agreement covering the period January 1, 2013 to December 31, 2015;

IT IS HEREBY AGREED AND UNDERSTOOD:

1. In Article XVII, Section (2) concerning the health reimbursement arrangement ("HRA"), the amount of the HRA shall be prorated in an employee's first calendar year of employment. Thus, for example, if a newly hired employee was hired on June 1 and worked six months in the employee's first calendar year of employment, the employee receives 6/12ths of the $1,500 HRA benefit, or $750, for the six months of the year that the employee worked for the Town.

2. In Article XVII, Section (2) concerning the health reimbursement arrangement ("HRA"), any unused funds in an employee's HRA account may, to the extent permitted by IRS rules, go to a beneficiary to be used by that beneficiary toward eligible medical expenses.

3. In Article XVII, Section (3) (M) concerning the health insurance buyout, the buyout shall be prorated in an employee's first calendar year of employment. Thus, for example, if, based on an employee's June 1 date of hire, the newly hired employee foregoes enrolling in a family plan for six months in the employee's first calendar year of employment, the employee receives 6/12ths of the $1,200 benefit, or $600 for the six months of the year that the employee worked for the Town but did not take health insurance through the Town.

4. In Article XXI, Section 6 concerning the clothing allowance, if the $250 allocated for employees is not entirely used, any unexpended funds are retained by the Town at the end of the year. Expenses in excess of $250 are the employee's expense unless the employee and the department head have both agreed on some other arrangement. Clothing items
required by law or Town policy to be worn for safety purposes (e.g. steel toed safety shoes) are purchased solely at Town expense, and the cost of these items shall not be deducted from the $250 clothing allowance.

In WITNESS WHEREOF, the parties hereto have set their hands this 20th day of May, 2014.

Town of Ontario, New York

John Smith
Ontario Town Supervisor

Michael Melino
Town Negotiator

Town of Ontario Unit, CSEA

Steve Amsler
Unit President

Charles DeMinck
Unit Steward

Tim Lewis
Unit Vice-president

Jeremy Peets
Unit Negotiator

Scott Seltzer
Labor Relations Specialist
Civil Service Employees Association, Inc.