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AGREEMENT

by and between the

TOWN OF HYDE PARK

and

CSEA, Local 1000 AFSCME, AFL-CIO

RECEIVED

JUN 14 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

CSEA

Town of Hyde Park Highway Unit #6667
Dutchess County Local 814

January 1, 2004 - December 31, 2008
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<td>XXXII</td>
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<td>20</td>
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MOA ALCOHOL AND DRUG TESTING POLICY
PREAMBLE

It shall be the public policy of the Town of Hyde Park, Hyde Park, New York, and the purpose of this Agreement to promote harmonious and cooperative relationships between the Town of Hyde Park and its employees and to protect the public assuring, at all times, the orderly and uninterrupted operations and functions of government. This Agreement is made between the Town of Hyde Park, hereinafter referred to as the “Employer” and, The Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO, the recognized Union for the Town of Hyde Park Highway Unit, with its parent headquarters at 143 Washington Avenue, Albany, New York 12210, hereinafter referred to as the “Union”.

ARTICLE I

RECOGNITION

The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances for the maximum period as provided under Article XIV (Taylor Law) of the Civil Service Law.

ARTICLE II

COLLECTIVE BARGAINING UNIT

The employer agrees that all titles and positions in the Highway Department are covered by this contract, with the exception of the Superintendent of Highways.

In the event new title(s) are created by the employer during the term of this Agreement, the Union shall be informed, in writing, 15 work days prior to the establishment of such new title(s). In the event the Union and the employer cannot agree as to whether the new title(s) are to be included in the bargaining unit, the parties agree to submit the question to the grievance and arbitration Article of this Agreement.

ARTICLE III

UNION SECURITY AND CHECK-OFF

Section I - Effective as of the signing of this Agreement, the “Agency Shop” provision of Article XIV of the Civil Service Law shall be applied to the bargaining unit. This provision shall be applied to all bargaining unit members not with-standing the other provisions of this Article. Coverage shall be applied only to those employees contained within the bargaining unit.
Section 2 - The employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its designated agencies, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction. The employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for employees in this unit.

Section 3 - The employer, within thirty (30) days after the signing of this contract, will furnish the Union with a complete list of names, home addresses, work locations and position titles for all employees in the negotiating unit covered by this contract and will each month furnish the Union a list of names, home addresses, work locations and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated employment.

ARTICLE IV

UNION RIGHTS

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act and under any and other applicable law, rule, regulation or statute and under the terms and conditions of this Agreement. The Union shall have the right to designate its own representatives and to appear before any appropriate official of the employer to effect such representation. The Union shall direct, manage and govern its own affairs. The members shall determine those matters which they wish to negotiate and have the right to pursue these objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate. The Union shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

ARTICLE V

EMPLOYEE RIGHTS

Section 1 - Any employee covered by the provisions of this Agreement shall be free to join the Union without fear of coercion, reprisal or penalty from the employer.

Section 2 - Employees may join and take an active role in the activities of the Union without fear of any kind of reprisals from the employer or its agents.

Section 3 - An employee may bring matters of personal concern to the attention of the appropriate employer's representative and officials in accordance with applicable laws and rules. The employee may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that the Union must be permitted entrance to all such
proceedings, have access to the minutes and other material and must be informed immediately of any decisions surrounding the case.

ARTICLE VI
MANAGEMENT RIGHTS

A. All management functions, rights, powers and authority, whether heretofore or hereafter exercised, shall remain vested exclusively in the Town. It is expressly recognized that these functions include, but are not limited to the following:

1). Full and exclusive control of the management and operation of the Town;
2). Direct supervision of the work force;
3). Scheduling of work;
4). The right to introduce new or improved methods or facilities;
5). The right to hire, promote, transfer, assign, and retain employees and to appraise, train, suspend, demote, charge or take disciplinary action against employees.
6). The reduction or increase of the work force and work;
7). The right to abolish or change existing jobs
8). The right to determine all new job classifications and determine salaries as provided by the Taylor Law; and
9). The right to formulate any reasonable rules and regulations.

B. All functions, rights, power and authority which the Town has not specifically abridged, terminated, or modified by this Agreement are recognized by the Union as being retained by the Town.

C. It is agreed that the above cited management rights are not subject to the grievance and/or arbitration procedures set forth in this Agreement unless in the exercise of said management rights the Town has violated a specific term or provision of one or more of the Article of this Agreement.

ARTICLE VII
WAGES

Section 1
Effective January 1, 2004, the hourly wage shall be:
Working Foreman - $22.29
Mechanic - 20.64
Effective January 1, 2005, the hourly wage shall be:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td>Working Foreman</td>
<td>$23.18</td>
</tr>
<tr>
<td>Mechanic</td>
<td>21.47</td>
</tr>
<tr>
<td>HMEO</td>
<td>21.47</td>
</tr>
<tr>
<td>MEO</td>
<td>20.30</td>
</tr>
<tr>
<td>Sr. Acct. Clerk</td>
<td>17.90</td>
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</table>

Effective January 1, 2006, the hourly wage shall be:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Foreman</td>
<td>$24.11</td>
</tr>
<tr>
<td>Mechanic</td>
<td>22.33</td>
</tr>
<tr>
<td>HMEO</td>
<td>22.33</td>
</tr>
<tr>
<td>MEO</td>
<td>21.11</td>
</tr>
<tr>
<td>Sr. Acct. Clerk</td>
<td>18.62</td>
</tr>
</tbody>
</table>

Effective January 1, 2007 the hourly wage shall be:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Foreman</td>
<td>$25.07</td>
</tr>
<tr>
<td>Mechanic</td>
<td>23.22</td>
</tr>
<tr>
<td>HMEO</td>
<td>23.22</td>
</tr>
<tr>
<td>MEO</td>
<td>21.95</td>
</tr>
<tr>
<td>Sr. Acct. Clerk</td>
<td>19.36</td>
</tr>
</tbody>
</table>

Effective January 1, 2008, the hourly wage shall be:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Foreman</td>
<td>$26.07</td>
</tr>
<tr>
<td>Mechanic</td>
<td>24.15</td>
</tr>
<tr>
<td>HMEO</td>
<td>24.15</td>
</tr>
<tr>
<td>MEO</td>
<td>22.83</td>
</tr>
<tr>
<td>Sr. Acct. Clerk</td>
<td>20.13</td>
</tr>
</tbody>
</table>

The starting salary for all MEO's hired following the ratification of this Agreement shall be $16.50 per hour. Such new MEO rate shall increase four percent (4%) on January 1, 2005 and on each successive January 1 for the duration of this Agreement.

Except for MEO's, all new hires shall be paid at a rate which is one and 00/100 ($1.00) dollar less than the established hourly rate during the ninety (90) days of employment with the Town. Provided the employee has performed satisfactorily during such ninety (90) day period, the employee shall advance to the applicable hourly rate set forth above.
Effective January 1, 1995, all employees had added to their hourly rate eight cents ($0.08) per hour as a longevity increment, payable the day following the completion of the year of service. This benefit was, and continues to be, paid prospectively and not retroactively.

Effective January 1, 1998, all employees had added to the hourly rate ten ($0.10) cents per hour as a longevity increment payable the day following the completion of the year of service. This benefit was, and continues to be, paid prospectively and not retroactively. The parties acknowledge that the above-cited longevities are not cumulative, and that from January 1, 2001 forward, the employee received a longevity equal to ten cents ($0.10) per hour.

The longevity increment shall be increased to $0.25 per hour commencing with the twenty-first year (21st) of employment with the Town and for each year thereafter. However, this increase shall be paid prospectively and not retroactively.

Section 2 - Direct Deposit and 457 Plan

A. The Town shall provide direct deposit for all employees.

B. The Town agrees to provide a 457 plan according to the criteria set up by the administrator of the plan.

ARTICLE VIII

OVERTIME MEAL ALLOWANCE

Section 1 - Effective January 1, 1998, the overtime meal allowance of fifteen ($15.00) dollars shall be paid to all employees who are required to work four (4) or more consecutive hours overtime. Said payments shall be made in the first payroll period in April.

ARTICLE IX

WORKDAY – WORKWEEK

Section 1 - The normal workweek will be forty (40) hours. Employees will work eight (8) hours per day, Monday through Friday. Saturday and Sunday will be normal days off. The normal workday shall be 7:00 a.m. to 3:30 p.m. including a one half hour lunch period.

Section 2 - Employees will be entitled to two (2) - ten (10) minute breaks each day (one in the morning and the other in the afternoon).

1. The AM break shall be taken between 9:00 - 9:30 a.m., and the PM break shall be taken between 2:00 - 2:30 p.m.; unless the work assignment requires that the break be taken before or after said time with the approval of the Highway Superintendent or Working Foreman.

2. Said break must be taken on the job site, however, one employee will be allowed to leave the job site for coffee and other refreshments, if necessary.

3. The ten (10) minute break cannot be used for personal business, and the employees must stay at the site during said break.
4. If both Mechanics are in the garage, only one (1) Mechanic goes to acquire coffee, etc. for both mechanics and return to the Highway Department.

5. During the winter when the employees are in the shop, one employee shall leave the premises to obtain the coffee and other refreshments and return to said shop, at which time the employees can engage in their ten (10) minute break.

Section 3 - When an employee's normal daily schedule is eight (8) hours per day, an employee shall not be requested to volunteer to work more than sixteen (16) hours in a twenty-four (24) hour period; an employee can work more than sixteen (16) hours, if the Highway Superintendent and the employee mutually agree.

ARTICLE X

PREMIUM PAY

Section 1 - Employees working Sundays will be compensated at the rate of double time (2X).

An employee shall have the option to be offered overtime assignments while on vacation, as long as the employee provided the Highway Superintendent with appropriate written contact information.

Employees working 15 minutes past the end of their normal workday shall be compensated for one (1) hour at the applicable overtime rate.

As long as such additional time has been approved by the Highway Superintendent or his designee.

Section 2 - The following procedure will be used for paying overtime on holidays:

(a) If the holiday falls during the normal workweek (Monday through Friday), employees required to work on the holiday shall be paid at the rate of time and one half (1-1/2X) in addition to the normal day’s pay. This shall apply to days designated as the official holiday.

(b) If Thanksgiving, Christmas or New Year’s falls during the normal workweek (Monday through Friday) employees required to work will receive double (2X) time in addition to the normal day’s pay. This shall also apply to days designated as the official holiday. If Christmas or New Years falls on a weekend, employees will receive double (2X) time for any overtime worked.

(c) Any overtime on Easter Sunday will be paid at the rate of double (2X) time plus the normal day’s pay.

Section 3 - Employees told to stand-by for emergencies will be paid for the time until the order is rescinded by the Highway Superintendent at the rate of time and one-half (1-1/2X).

Section 4 - Employees called back to work will be guaranteed four (4) hours pay at the appropriate rate for the period from time the employee punched in at the time clock.

Section 5 - Overtime will be on a rotation basis. Seniority being the prime factor in establishing a roster. Employees unable to accept overtime will have their names placed at the bottom of the
roster. No part-time employees will be called out until all full time employees, who are available, have been called out.

The Mechanic shall be ordered to report to work from the rotating overtime list, only if all other employees have been called in, and/or if there is a specific request for his service.

Section 6 - Compensatory Time - Employees working overtime shall have the option of being paid overtime or taking compensatory time at the applicable overtime rate. Such compensatory time may be accrued to the maximum of 100 hours as established by the Fair Labor Standards Act, and taken at the employee’s discretion upon one week’s notice and must be used in the calendar year. However, in no event can cash be collected after December 31st of the year in which compensatory time is earned.

As a clarification to the compensatory time provision, an employee may use or cash in all or part of his compensatory time, even if he does not have one hundred (100) hours, and/or an employee may bank any amount up to one hundred (100) hours and collect cash thereafter. Compensatory time must be used by September 30th of the year following the calendar year during which such time was earned. No cash payment will be made however, for any compensatory which is so carried into the following year.

Section 7 - Overtime work shall be performed only by those employees who normally do such work. Managerial employees shall only perform work normally performed by unit employees in emergencies and in the absence of said employees. There shall be no circumvention of the intent of this clause.

ARTICLE XI
HOLIDAYS

Section 1 - The following holidays shall be observed by employees:

New Year’s Day  Labor Day
Martin Luther King Day  Columbus Day
Lincoln’s Birthday  Election Day
Washington’s Birthday  Veteran’s Day
Good Friday  Thanksgiving Day
Memorial Day  Friday After Thanksgiving
Independence Day  Christmas Day

Section 2 - If a holiday falls on a Saturday, the preceding Friday shall be observed. If a holiday falls on a Sunday, the subsequent Monday shall be observed.
ARTICLE XII

VACATIONS

Section 1

<table>
<thead>
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<th>Period of Time Worked</th>
<th>Amount of Vacation</th>
</tr>
</thead>
<tbody>
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<td>one to five years</td>
<td>two weeks</td>
</tr>
<tr>
<td>six to eleven years</td>
<td>three weeks</td>
</tr>
<tr>
<td>twelve years or more</td>
<td>four weeks</td>
</tr>
</tbody>
</table>

Employees, from the beginning of the first year of their employment to the end of their fifth (5th) year of employment, shall accrue vacation at the rate five/sixths (5/6) of a day of vacation per calendar month of employment. Employees, from the beginning of their sixth (6th) year to the end of their eleventh (11th) year of employment shall accrue vacation at the rate of one and one quarter (1 1/4) days per calendar month of employment. Employees with twelve or more years of employment shall accrue vacation at the rate of one and two/thirds (1-2/3) days per calendar month of employment.

Beginning with the employee’s 16th year, employees shall accrue vacation at the rate of 2 days per month.

Beginning with the employee’s 21st year, employees shall accrue vacation at the rate of 2-1/2 days per month.

No employees who have completed fewer than six (6) months employment shall be eligible to draw their accrued vacation.

No employee shall be eligible to take less than one (1) full day of accrued vacation at a time.

Section 2 - Unused vacation credit may accumulate from one year to the next, to a maximum of six (6) weeks unless an employee is unable to take his vacation because of the needs of the Town, in which event he shall be allowed to accumulate beyond six (6) weeks.

Section 3 - Upon termination of employment, for any reason, the employee or his beneficiary will receive the cash value of the accumulated time.

Section 4 - Upon two (2) weeks advance request employees may receive vacation pay in advance and vacations will be scheduled at the employee’s request with conflicts going to the employee with the greatest seniority.

Section 5 - Employees are expected to apply for vacations at least three (3) weeks in advance of the proposed beginning of the vacation. Within one (1) week of the application, the employee must be given a written answer to their request. Approval shall be at the discretion of the Superintendent.

However, approval shall not be unreasonably withheld.
ARTICLE XIII

SICK LEAVE

Section 1 - Employees will receive twelve (12) days sick leave per year accrued at the rate of one (1) day per month for personal illness.

Section 2 - Employees may accumulate unlimited sick leave. Upon retirement an employee shall be entitled to a buyout of all accumulated sick leave.

Section 3 - Upon presentation of a doctor's statement, employees will be entitled to three (3) days per year sick leave for illness in the family. Employees shall be allowed to use personal leave beyond this three (3) day period for family illness.

Section 4 - Catastrophic Illness

In the event that an employee with two (2) or more completed years of service with the department in pay status suffers a catastrophic illness or injury that is not defined as work related pursuant to the provisions of the N.Y.S. Workers' Compensation Law, the employee shall, after all sick leave credits have been exhausted, continue in pay status provided:

1) The illness or injury precludes the return to work in "light duty" status.

2) Is major (i.e. broken limb, surgery is required etc.), and requires extensive hospitalization, bed rest, home care, rehabilitation therapy or professional health care by a recognized medical practitioner.

*Drug and alcohol abuse shall not constitute entitlement under this provision. Such instances shall be at leave without pay if no accruals exist.

3) And the employee has provided the Town with medical documentation that indicates the diagnosis, prognosis and the expected date of the employee's return to work and/or further assignment.

Catastrophic illness shall not be extended to any employee who is permanently disabled and unable to return to work. In such instance, the town shall expedite the employee's retirement pursuant to the rules for Ordinary Disability under N.Y.S. Retirement Law. The Town shall receive any payments made by N.Y.S. Disability to an employee while out on catastrophic leave.

Catastrophic illness pay shall be provided as follows:

<table>
<thead>
<tr>
<th>Completed Years of Service With the Town</th>
<th>Catastrophic Illness Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 year</td>
<td>No leave</td>
</tr>
<tr>
<td>2-5 years</td>
<td>3 months</td>
</tr>
<tr>
<td>6-10 years</td>
<td>6 months</td>
</tr>
<tr>
<td>11-15 years</td>
<td>9 months</td>
</tr>
<tr>
<td>16+ years</td>
<td>1 year</td>
</tr>
</tbody>
</table>
Section 5 - Light Duty

Employees who have been absent from work due to a Workers' Compensation injury or other disability and have received doctor's approval to return to work for "light duty" shall be afforded this opportunity for a period not to exceed 60 days. The employee shall, if medically reasonable, receive a re-examination every 14 days to determine if light duty is to continue.

Light duty shall be defined as:

1. Flagman
2. Sweeping and cleaning the garage and adjacent areas.
3. Cleaning the interior and exterior of trucks and other equipment.
4. Wingman
5. Light driving duties.
6. Manning the office in the absence of clerical staff.
7. Lettering signs and other painting duties of a non-strenuous nature.

ARTICLE XIV

OTHER LEAVES

Section 1 - Personal Leave

a) Employees will be entitled to four (4) days personal leave per year. Employees requesting such leave shall give two (2) days notice to the Highway Superintendent, except in cases of extreme emergency.

b) Unused personal leave will be carried over at the end of the year. The Town shall pay the employees for unused accrued personal leave time upon separation from Town employment.

c) Personal leave shall normally be time required for such reasons as personal business or family business.

Section 2 - Funeral Leave

a) Employees shall be granted six (6) days bereavement leave for each death of a spouse or a child and five (5) days bereavement leave for each death of the following family members: mother, father, siblings, grandchildren, grand-parents and parents-in-law.

b) For each death of other family members employees will be allowed one (1) day off.

Section 3 - Military Leave

In accordance with Section 242, Military Law, employees who present orders to the employer shall be granted up to thirty (30) days per year with pay to fulfill their military obligation.

Section 4 - Appointment Leave

Employees shall be allowed up to two (2) hours of leave per year in increments of thirty (30) minutes for appointment reasons with no charge to leave credits with prior notice to the Highway Superintendent.
ARTICLE XV

UNION BUSINESS

Section 1 - The employer shall grant exclusively to the Union President or his designee reasonable time off, including traveling time, without loss of pay or accumulated leave credits to carry out their responsibilities to the appropriate employees as regards matters relating to salaries, terms and conditions of employment, Union business and for any and all business relative to employer/employee relations.

Section 2 - When requested by an employee, a Union officer or his designated representative may assist in the presentation of an alleged or actual grievance with a reasonable amount of time off during working hours to be granted to the Union representative per Section 1 of this Article.

Section 3 - In the event any grievance is made directly to the employer, bypassing the Union, it shall be the duty of the employer to advise the employee that he has the right to Union representation and in addition, the employer shall notify the Union of said grievance. In the event the employee does not elect to be represented by the Union, the Union shall have no obligation to represent the employee until such time as the employee requests representation. Then the Union President or his designee shall be granted time off to represent the grievant.

Section 4 - The employer shall grant to the Union President or his delegate six (6) days per year to attend conferences, conventions, delegate meetings, educational workshop or other official functions of the Local, Unit or Statewide functions of the Union, including travel time.

Section 5 - The Union’s staff representatives shall have access to the Town properties for the purpose of conducting Union business and will be permitted to visit members at their job locations during working hours, upon receiving prior approval from the Town Supervisor, or the Superintendent of Highways.

ARTICLE XVI

BULLETIN BOARDS

The employer shall make bulletin boards available at all work locations and places of assembly for the exclusive use of the Union for meeting announcements, bulletins, election notices and for any and all matters relative to Union business.
ARTICLE XVII

RETIREMENT PLAN

Section 1 - Effective January, 1, 1975, the employer will adopt Plan 75G of the New York State Retirement System, commonly known as the “25 Year Career Plan”.

Section 2 - Upon adoption of the above plan, the employer will give the Union a copy of the Town’s resolution approving same.

ARTICLE XVIII

INSURANCE

Section I - Hospitalization

A) The employer shall pay the full cost for employees, retirees and retirees’ spouses for the Empire Core Plan coverage plus psychiatric enhancement options (Core Plan). A retirees’ spouse shall receive such coverage at the expense of the employer only if the employee worked a minimum of ten (10) years with the Town of Hyde Park.

B) The Town shall provide the HMO plan equivalent to the Empire Core plus medical plus psychiatric enhancement options (Core plus, plus) MVP Co-Plan 20 Plus Plan.

C) Effective July 1, 1998 all new hires shall contribute towards the payment of their health insurance; the Town shall pay ninety (90%) percent of the premium cost and the employee shall pay ten (10%) percent of the premium.

D) Effective July 1, 2001, all new hires shall contribute towards the payment of their health insurance. The Town shall pay eighty (80%) percent of the premium cost, and the employee shall pay twenty (20%) percent of the premium cost.

E) An employee who can demonstrate adequate comparable alternative medical insurance, may “buy out” of the Town medical plan. Said employee shall receive 50% of the premium paid out in quarterly increments. An employee who loses the alternative insurance, may opt back into the plan upon proof of the loss of insurance in the quarter following the quarter for which they have received the buy-out. Beginning January 1, 2005 said employees shall receive forty (40%) of the premium paid out in quarterly increments. The buyout amount shall be determined by whichever the Town health plan is most equivalent to the employees coverage. This medical buy-out does not include dental or vision coverage.

An employee who has proof of any insurance from another source pursuant to the contract shall be entitled to the buy out provision of this contract without first joining the health insurance system.

F) Upon ratification the Town shall provide at no cost the CSEA/EBF Horizon Family Dental Plan and the Platinum 12 Optical Plan to all employees of the bargaining unit.
Section 2 - Workers' Compensation

Workers’ Compensation payments may be turned over to the employer in order to permit the employee to use his sick time and thus receive full pay. Upon exhaustion of sick time the employee would receive the Workers’ Compensation payments. In no case could the employee receive both full pay and compensation at the same time.

ARTICLE XIX

JOB SECURITY

Section 1 - Seniority

A) Seniority date shall be defined as date of last hire with the Town with the exception of leaves covered by this contract or by law.

B) New employees will be placed on a probationary period not to exceed ninety (90) consecutive days. Within the ninety (90) day probationary period, new employees may be dismissed by the Town Highway Superintendent. Employees retained beyond the ninety (90) day probationary period shall have a seniority date of the actual date employment commenced.

C) Seniority as defined in this Section shall be applicable to promotions, layoffs, overtime and vacations.

Section 2 - Layoffs

A) In case of layoffs or reductions in the workforce, seasonal and temporary employees will be the first to be let go. These will be followed by regular full time employees in the inverse order of seniority regardless of Union affiliation.

B) Recall from layoffs will follow the opposite procedure from layoffs.

C) Ten (10) days prior notice will be given to employees laid off.

Section 3 - Promotions

A) The employer shall post new positions and promotions at work locations thirty (30) days before notices of such opportunities are announced to the public.

B) Employees desiring to apply for the position will have the opportunity to do so. All things being equal, seniority will be the determining factor. The Town Superintendent of Highways shall make the final determination. Said determination shall be made within thirty (30) calendar days of the job posting.

Section 4 - Transfers

Employees transferred to other Town Highway Department positions will not lose any accrued rights or benefits.
ARTICLE XX

GRIEVANCE PROCEDURE AND INTEREST ARBITRATION

A) Grievance Procedure

Section 1 - It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of, but not limited to, the application and interpretation of this Agreement, or any policy or procedure initiated by the employer, or application of any regulations by the employer. The employer and the Union agree that provisions of this Article should be used toward a quick and satisfactory settlement of all complaints, disputes and grievances at the lowest possible level.

Section 2 - A representative of the Union shall be permitted exclusive rights to observe the activity and progress of any grievances.

Section 3 - No provision of this Agreement shall be interpreted to require the Union to represent an employee at any stage of the grievance or the appeal stage if the Union considers the grievance to be without merit or in contradiction to any law or regulation.

Section 4 - A grievance must be presented within 20 working days of the incident sought to be grieved or 20 working days when the Union became aware of, or should have known of, the incident to be grieved, or it shall be claimed waived and withdrawn. The following are the steps of the grievance procedure:

a) Stage 1 - The grievant(s) shall present the grievance to the immediate supervisor or Department Head who shall within five (5) days of receipt of the grievance render a written reply.

b) Stage 2 - If the grievant is not satisfied with the response of Stage 1, he shall present the grievance to the Town Supervisor or his designee. The Town will have ten (10) days to respond to the grievant.

c) Stage 3 - If the grievance is not solved by the parties, the same shall be presented to an impartial arbitrator. The results of the arbitrator’s investigation shall be binding and final on both parties. The cost of the arbitrator shall be shared by both parties.

Section 5 - The arbitrator shall be selected mutually by both parties from a list of at least six (6) possible arbitrators recommended by the Public Employment Relations Board.

Section 6 - Union representatives and witnesses needed to substantiate the employee’s case shall be granted time off without loss of pay to attend grievance sessions.

B) Last Offer Binding Arbitration

Should the parties fail to resolve a contract interest dispute at the mediation stage of the impasse procedure, they shall submit the matter to an arbitrator selected from the PERB panel of arbitrators for final and binding last offer interest arbitration. The decision of the arbitrator shall be final and binding on both parties.

C) Disciplinary Arbitration Procedure

Section 1 - Disciplinary arbitration procedure for incompetency or misconduct prescribed in this Article shall replace Section 75 and/or 76 of the Civil Service Law.
(a) Said employees shall include and be limited to those currently subject to Section 75 and/or 76 of the Civil Service Law, and in addition shall include those non-competitive and labor class employees as described in Article II, of this contract, with five (5) years of employment with the Town.

Section 2

(a) For employees defined in Section 1a hereof, in the event the Superintendent of Highways sees fit to impose a suspension without pay, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served on the employee. Such disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the notice of discipline.

The Union shall be advised by certified mail that said notice of discipline has been served on an employee.

Said notice of discipline shall be accompanied by a written statement that:

1. An employee served with a notice of discipline has the right to object by filing a grievance within ten (10) working days after receiving such notice of discipline.

2. An employee has the right to be represented by the Union at every stage of the proceeding.

3. An employee as defined in Section 1a who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days.

(b) In the event the Superintendent of Highways sees fit to impose a letter of reprimand or a fine not to exceed one hundred ($100) dollars for employees as defined in Section 1a, the employee and/or Union shall have the right to rebut and meet with the Superintendent of Highways and/or Town Board to resolve the NOD. The two (2) disciplinary penalties (letter of reprimand or a fine not to exceed one hundred ($100) dollars) cannot be taken to the arbitration stage of the disciplinary procedure.

Section 3 - The employee and/or Union shall file the grievance to the Town Board requesting a meeting to resolve said notice of discipline. Said meeting shall be held no later than ten (10) working days after receipt of said grievance. The Town Board shall render a decision no later than ten (10) working days after such meeting.

Section 4 - The Union may appeal the decision of the Town Board to arbitration by filing a notice with PERB no later than ten (10) working days after receipt of the Town Board’s decision. Both parties agree to follow the rules and procedures of PERB in the selection of an arbitrator.

Section 5 - The arbitrator shall hold a hearing as soon as possible, at which time both parties shall present their case and call witnesses on their behalf.

Section 6 - The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator’s decision with respect to guilt or innocence and penalty shall be final and binding on the parties and he/she may approve, disapprove, or take
any other appropriate action warranted under the circumstances including, but not limited to, ordering reinstatements and back pay for all or part of a period of suspension.

Section 7 - A grievance may be settled at any stage of the disciplinary procedure. The terms of the settlement shall be mutually agreed to in writing, and signed off by the Employer, Union representative and employee.

Section 8 - All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or the employee, if he or she is not represented by the Union. Each party shall bear the costs of preparing and presenting its own case.

Section 9 - The proceedings at a disciplinary arbitration hearing shall be recorded, and either party wishing written transcript may provide for one at its own expense.

Section 10 - Those employees in the non-competitive and labor class with less than 5 years of employment with the Town shall have the following rights with regard to discipline, except for the imposition of a fine not to exceed $100 or a letter of reprimand, to wit:

1. Employee must be served with written charges.
2. Employee shall have the right to Union representation at all meetings.
3. Employee and/or Union shall have the right to rebut and meet with the Highway Superintendent and/or Town Board to resolve the notice of discipline.
4. Employee and/or Union cannot go on to the arbitration stage of the disciplinary procedure.

Section 11 - In the event an employee of the Highway Department is terminated for misconduct or resigns in lieu of notice of discipline, said employee shall forfeit all accrued benefit time, to wit: personal and sick time, unless the Town for good cause waives such forfeiture.

ARTICLE XXI

SPECIAL RATES OF PAY

Section 1 - An employee required by the Highway Superintendent or his designee to work in a job classification higher than the employee's own title for a minimum of three (3) consecutive hours shall be paid the higher rate of pay for the time actually worked at the higher title. Employees required to operate the Sweeper shall be paid a $.50 per hour stipend during the months that the Sweeper is operational (April - November). In the event the Town purchases a Vac-All, the $.50 per hour for sweeper will be eliminated.

Section 2 - Employees required to work in a position lower than his own title shall be paid at his own rate of pay, unless he has been officially notified that he has been demoted to said lower grade. The employee may grieve the demotion and if successful in the grievance will be given his former rate of pay retroactive to the first date of demotion.
ARTICLE XXII

NO DISCRIMINATION

The Employer and the Union realize they have a responsibility to promote and provide equal opportunities for employment and as such, it shall be the positive and continuing policy of the Employer and the Union to assure an equal opportunity in employment regardless of race, color, religion, sex, age, national origin or marital status.

ARTICLE XXIII

UNIFORMS AND EQUIPMENT

Section 1 - The Employer will provide and maintain foul weather clothing and safety equipment for all employees.

Section 2 - Tools and other equipment will be provided by the Employer.

Section 3 - There will be two (2) men in vehicles of five (5) tons or over during snow removal.

Section 4 - Uniforms and Equipment
(a) The Town will expend not more than one hundred dollars ($100) for the acquisition of either a winter coat or a winter overall, at the employee's choice. Said acquisition will be at the time of hire and every three years thereafter. Payment will be made by the Town directly to the supplier.

Section 5 - Each employee shall receive a clothing allowance of One Hundred and Fifty dollars ($150.00) upon ratification of this Agreement and on each January 1 thereafter for the duration of this agreement. The Secretary shall receive the clothing allowance in lieu of a boot allowance but shall not receive 2004 clothing allowance otherwise due all employees upon ratification of this Agreement. The Secretary shall receive a clothing allowance in the 2005, 2006, 2007, and 2008.

Section 6 - The Town shall provide all employees with a one hundred fifty dollar ($150) boot allowance per year. The secretary will receive a clothing allowance of one hundred fifty dollars ($150) per year in lieu of a boot allowance.

Section 7 - An employee shall not be eligible to receive any clothing or boot allowance if, at the time payment is made to all other employees, such employee is disabled from work pursuant to a medical care provider's order. If a clothing and/or boot allowance is not paid due to such disability, the employee shall receive the allowance upon returning to work and shall not be eligible to receive the next allowance(s) until one (1) year from the date of return.

ARTICLE XXIV

CONTRACT

Section 1 - The Employer shall distribute copies of the Agreement to all employees.
Section 2 - There shall be no modification or amendments to this Agreement unless agreed to in writing by both parties.

Section 3 - This Agreement shall become effective by the ratification of the respective parties.

Section 4 - The parties shall commence negotiations for a successor Agreement on September 1, 2008.

ARTICLE XXV

NOTIFICATION OF LEAVE ACCRUAL

Employees will be notified of all accrued benefits during the first quarter of each year.

ARTICLE XXVI

ALCOHOLIC BEVERAGES

There shall be no beer or alcoholic beverage allowed in or on the Highway Department property, including all highway vehicles and equipment. There shall be no drinking while on duty and no use of medication other than prescribed by a physician or those which are considered not dulling to the senses. Any employee caught drinking alcoholic beverages while on duty may be immediately suspended and be subject to disciplinary procedures pursuant to Section 75 of the Civil Service Law and be subject to the disciplinary procedures pursuant to Article XIX of the contract.

The employer and the Union have agreed to an Alcohol and Drug Testing Procedure which is in Appendix A.

ARTICLE XXVII

REIMBURSEMENT FOR EDUCATION

Section 1 - Employees who enroll in job related courses of instruction shall be fully reimbursed for tuition and necessary book expenses. The Town Board shall determine whether or not particular course is job related.

Section 2 - Employees who, with the approval of the Town Board, enroll in classes held during working hours shall not suffer loss of wages or contractual benefits.
ARTICLE XXVIII

RECLASSIFICATION

Section 1 - Wages of any employee, reclassified to a title associated with a higher wage rate, shall be increased to the wage rate associated with this title upon the reclassification of the employee. Wages of any employee, reclassified to a title associated with a wage rate lower than that which the employee currently enjoys, shall remain frozen until such time as the wage rate of the lower title is equal to the frozen wages of the employee loss any longevity payments received by the employee. Longevities of such employees shall continue to be paid in accordance with the contract.

Section 2 - The Town shall negotiate with the Union the wage rates to be assigned to any new titles which are not currently part of the collective bargaining unit.

ARTICLE XXIX

PAST PRACTICE

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the employer unless specifically excluded by this Agreement shall remain in full force and effect during the life of this Agreement.

ARTICLE XXX

SAVINGS CLAUSE

Section 1 - If any Article or part thereof of this Agreement or any addition hereto should be decided as in violation of any federal, state or local law or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law the remaining Articles of the Agreement or any addition thereto shall not be affected.

Section 2 - If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XXXI

LEGISLATIVE CLAUSE

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

ARTICLE XXXII

DURATION

This agreement shall become effective January 1, 2004 and shall continue in full force and effect until December 31, 2008.

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

[Signature]

Unit President

[Signature]

Labor Relations Specialist

TOWN OF HYDE PARK

[Signature]

Town Supervisor

DATE: 10/5/04
MEMORANDUM OF AGREEMENT
between
TOWN OF HYDE PARK
and the
CIVIL SERVICE EMPLOYEES ASSOCIATION

The Town of Hyde Park hereinafter referred to as the "Employer", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "Union" are parties to a collective bargaining agreement for the term 1/1/98 through 12/31/00. In accordance with section 204 of the New York State Public Employee's Fair Employment Act, the parties hereby agree to the following alcohol and drug testing procedure:

Section 1. FHWA Regulations

1.1 Compliance with FHWA Regulations: Where applicable, the Employer's Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Highway Administration regulations, 49 CFR Parts 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce which are over 26,001 pounds or are designed to transport sixteen or more passengers or are used to transport hazardous materials and are subject to commercial drivers license requirements, 49 CFR Part 383.

1.2 Implementation Date of FHWA Regulations: The program and its procedures shall not be implemented until January 1, 1996.
Section 2. FTA Regulations

2.1 Compliance with FTA Regulations: Where applicable, Employer's Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Transit Administration regulations, 49 CFR Parts 653 and 654, as they pertain to employees operating by a holder of commercial drivers license, operating a revenue service vehicle, controlling dispatch or movement of a revenue service vehicle, maintaining a revenue service vehicle or equipment used in revenue service, or carrying a firearm for security purposes.

2.2 Implementation Date of FTA Regulations: The program and its procedures shall not be implemented until January 1, 1995.
Section 3. Notice Requirements

3.1 Employer's Policy: The Employer shall promulgate a policy on the misuse of alcohol and use of prohibited drugs and shall provide a copy of the policy and procedures to each covered employee and the Union. The term "prohibited drugs" means marijuana, cocaine, opiates, amphetamines and phencyclidine. At a minimum, the policy shall include detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol or drug test.

3.2 Alcohol & Drug Information: The Employer shall provide educational material to each covered employee which explains the requirements of the Federal regulations.

3.3 Required Tests: The Employer shall provide a description of alcohol and drug testing requirements to each covered employee which explains the requirements of the Federal regulations as they pertain to pre-employment testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing.

3.4 Requirement for Notice: In accordance with the requirement in the Federal Regulations, prior to performing an alcohol or controlled drug test, the Employer shall notify the employee that the alcohol or drug test is required by federal regulations.
Section 4. Testing Procedures

4.1 Tests for Alcohol:

4.1.1 Tests for alcohol shall only be conducted by a breath alcohol technician using an evidential breath testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices. Tests administered by any other lawful authority regardless of the means, shall not be considered a violation of this procedure.

4.1.2 The supervisor of an employee who is to be tested shall not administer the test.

4.1.3 In accordance with the Federal Regulations, the person designated to make the determination of reasonable suspicion shall not administer the test.

4.2 Tests for Prohibited Drugs:

4.2.1 Unless otherwise authorized or mandated by law, tests for prohibited drugs shall be conducted, only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories. Tests administered by any other lawful authority regardless of the means, shall not be considered a violation of this procedure.

4.2.2 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis for test.

4.2.3 If the test result of the primary specimen is positive, the Employer shall immediately request that the Medical Review Officer direct that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40, Section 40.25 (f) (10) (ii), 40.29 (b) (2) (3), and 40.33(f).

4.2.4 Visual observation of urination shall not be required except as expressly provided for in the Federal Regulations. When visual observation is required, the observer shall be of the same gender as the employee.

4.2.5 In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.

4.2.6 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee
benefits.

4.2.7 Deleted.
Section 5. Random Testing

5.1 Random Alcohol Tests: The Employer shall not administer random alcohol testing to more than the required percentage of employees as determined by the annual rate of positive tests for all employees covered by the Federal regulations.

5.2 Random Drug Tests: The Employer shall not administer random drug testing to more than 50% of the employees annually covered by the Federal regulations.

5.3 Union Observations: During random tests, the Union shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the Union.

5.4 Selection of Employees: The Employer shall select employees for testing only through a computer-based random number generator utilizing employee social security numbers. Upon request, the employer shall provide the Union with a list of all employees tested, as well as the computer-generated list, so the Union could check on "randomness".
Section 6. Reasonable Suspicion Testing

6.1 Determination of Reasonable Suspicion: The person designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the "designated supervisor") must be the highest level and most impartial individual practicable for such responsibility.

6.2 Removal Based on Behavior or Appearance Alone: Whenever no approved testing devices are available and an employee is removed from the employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee's job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits. The employee may be subject to disciplinary action.

6.3 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or use of prohibited drugs, and as soon as practicable after an order to test is given, without causing a delay in the testing process, the Employer shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include: (1) a description of the employee's appearance, behavior and speech; (2) names of witnesses to the employee's appearance, behavior and speech; (3) if the employee's appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information; and, when an attorney finds that reasonable suspicion exists, the name of the attorney.

6.4 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive six hours of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.

6.5 Follow-Up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course each year on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. If a supervisor has not attended and completed the refresher course within twelve months of the previous course, the supervisor shall not qualify as a designated supervisor with authority to require an employee to undergo a test.
6.6 Right to Representation: When a decision is made to test, the employee shall be advised that the employee can consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contracting legal counsel or a Union representative.

6.7 Statement of Charges and Facts: When a decision is made to test, and to the extent practicable without delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates, places and times thereof and source of information. If the employee has requested the opportunity to consult with legal counsel or a Union representative, this explanation shall be made in the presence of the counsel or representative. If this cannot be done prior to the test without causing a delay, then it shall be done as soon as practicable thereafter.
Section 7. Post-Accident Testing:

7.1 Right to Representation: When a test is required the employee shall be advised that the employee can consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union representative.
Section 8. Call-In Procedure

8.1 At the time the employee is called to report to duty, the employee shall be provided the opportunity to acknowledge the use of alcohol and the inability to perform the employee's safety-sensitive function.
Section 9. Consequences of Positive Test

9.1 Loudermill Rights: An employee who has tested positive for alcohol misuse or controlled drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given a verbal explanation of the charges and the factual basis for the removal from performing safety sensitive functions prior to being removed from the safety-sensitive function.

9.2 Reassignment to Non-safety-sensitive Job Duties: If an employee has tested positive for alcohol misuse or prohibited drug use, the Employer shall make every reasonable effort to assign the employee to duties within the employee's job description which do not require the performance of safety-sensitive functions pending the outcome of any disciplinary action or until the employee has been recommended by the substance abuse professional for return to full duty.

9.3 Reassignment to Another Non-safety-sensitive Position: The Employer is not able to assign an employee to duties within the employee's job description pursuant to Section 9.2, above, the Employer shall make every reasonable effort to assign the employee to another position which does not require the performance of safety-sensitive functions pending the outcome of any disciplinary action or until the employee has been recommended by the substance abuse professional for return to fully duty in the employee's normal position.

9.4 Leave Pending Disciplinary Action: If the Employer is not able to assign the employee to another position which does not involve safety-sensitive functions pursuant to Section 9.3, above, the Employer may maintain the employee on the payroll pending the outcome of any disciplinary action unless the employee takes a leave of absence in accordance with Section 10.4, below or may suspend said employee in accordance with the existing Collective Bargaining agreements.

9.5 Other Alcohol-related Conduct: Whenever an employee is found to have an alcohol concentration of 0.02 or greater but less than 0.04, the employee shall be assigned to duties within the employee's job description which do not require the performance of safety-sensitive functions until the employee is retested with a result below 0.02.
Section 11. Follow-up Testing

11.1 Frequency: In accordance with Federal regulations, the number and frequency of follow-up tests shall be as directed by the substance abuse professional and consist of at least six tests in the first twelve months following the employee's return to duty involving a safety-sensitive function. The employer shall not impose follow-up testing beyond the first six tests unless the SAP determines that such further testing is necessary for that particular employee. The total period is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty months from the date of the driver's return to duty.

11.2 During the follow-up tests, the employee shall be advised of the employee's right to have legal counsel or a Union representative present to observe the testing. Reasonable efforts shall be made to assist the employee in contacting the counsel or representative.
Section 12. Grievance Procedure

12.1 Discipline for Just Cause: The parties agree that if an employee is disciplined under the drug and alcohol policy, the grievance procedure under XIX in the Contract will be used.
March 23, 2004

Dear Mr. Natoli:

This letter is sent as a proposed amendment to Article XXII, Section 4(b) of the collective bargaining agreement between the Town of Hyde Park and CSEA, Local 1000 on behalf of the Town of Hyde Park Highway Department. Specifically, the following individuals shall not be eligible for a new winter coat at the Town’s expense until February 2008:

- Richard Williamson
- Howard Fisher
- Rodney Payton
- Glenn Parow
- Phil LaMonica
- Scott Sackett
- William Wiley
- Robert Gibson
- Douglas Isaacson
- William Doyle

The reason for this amendment is that coats were purchased for these individuals in February, 2004, which was one year earlier than should have occurred under the terms of Article XXII, Section 4(b). Upon purchase of a coat for these individuals in February, 2008, they will then revert to the three-year schedule for purchase provided in the referenced Article.

Your signature below will signify your consent to this amendment of the collective bargaining agreement.

Very truly yours,

GELLEHRT & QUARTARARO, P.C.

BY:

[Signature]

DAVID R. WISE

CSEA LOCAL 1000

BY: [Signature]

LARRY NATOLI
Labor Relations Specialist
Larry Natoli, Labor Relations Specialist  
CSEA Southern Region Office  
568 State Route 52  
Beacon, NY 12508

Re: Collective Bargaining Agreement Clarifications  
Our File No. 25035.0810

Dear Larry:

The following represent two clarifications of the collective bargaining agreement between the Town of Hyde Park and the Civil Service Employees Association, Inc., covering the employees of the Town of Hyde Park Highway Department and effective January 1, 2004 through December 31, 2008:

♦ ARTICLE VII, Section 1 ($0.25 Longevity Increment commencing the 21st year of employment) — Effective January 1, 2004, the $0.25 longevity increment will become payable upon an employee’s anniversary of hire. The $0.25 increment will not be payable for any anniversary attained prior to January 1, 2004, even if such anniversary was the employee’s 21st or greater.

♦ ARTICLE XXIII, Section 5 (Clothing Allowance) — The clothing allowance shall be paid as part of and combined with the first payroll of each January.
If the above clarifications are acceptable, please sign were indicated below and a copy of this letter will be attached to and become part of the collective bargaining agreement.

Thank you for your consideration.

Very truly yours,

DAVID R. WISE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

BY: Douglas Marie
LARRY NATOLI, Labor Relations Specialist

Date

TOWN OF HYDE PARK

BY: Sandra Bruno
SANDRA BRUNO, Personnel Assistant

Date

DRW/ss
cc: Sandra Bruno, Personnel Assistant (via fax only)